

SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

GATE INDUSTRIES, L.L.C.,)
)
 Plaintiff,)
)
 v.)
)
 NICOLE JANTZE and MICHAEL)
 JANTZE,)
)
 Defendants.)
 _____)

CIVIL ACTION NO.
CV12-1102-FR

FIRST AMENDED COMPLAINT

Plaintiff Gate Industries, L.L.C. (“Plaintiff Gate” or “Gate”) files its First Amended Complaint against Defendants Nicole Jantze and Michael Jantze (collectively, “Defendants” or the “Jantzes”), pursuant to O.C.G.A. § 9-11-15(a), and shows the Court as follows:

I. SUMMARY OF ACTION.

1.

Plaintiff Gate is suing Defendants to recover for damages that Plaintiff Gate has suffered because of Defendants’ failure to follow through entirely with their agreement to provide funding and services to Plaintiff Gate in exchange for the right to join Gate and develop Gate’s animation department. Both Gate and the Defendants began performance of their agreement. Gate acquired offices for Defendants and included Defendants in its business. Similarly, Defendants used those offices, began

working for Gate on animation matters, and repeatedly held themselves out to third parties as working for Gate. Gate has been damaged by Defendants' breach of their agreement. In the alternative, Gate has also incurred damages in reliance on Defendants' fraudulent representations and promises that Defendants would be providing \$400,000 of funding to Gate, including but not limited to the cost of acquiring additional office space for Defendants and professional fees associated with the Defendants' promised involvement with Plaintiff Gate.

II. PARTIES, JURISDICTION, AND VENUE.

2.

Plaintiff Gate is a limited liability company formed in Georgia with its principal office located in the city of Savannah, Chatham County, Georgia.

3.

The Jantzes are natural persons who each reside, and may be served with process, at 1524 Whitney Road, City of Savannah, Chatham County, Georgia 31406.

4.

Defendants are subject to this Court's personal and subject matter jurisdiction.

5.

Venue is proper in this Court.

III. GENERAL FACTS SUPPORTING ALL ACCOUNTS.

6.

Plaintiff Gate is involved in the entertainment industry, including work on and funding of film and animation projects. Based on its work, Plaintiff Gate has extensive and valuable contacts and relationships with important players in those industries.

7.

Defendant Michael Jantze is a professor at the Savannah College of Art and Design and is a published cartoonist and illustrator.

8.

In approximately January 2012, the Jantzes approached Nic Applegate of Plaintiff Gate to discuss their interest in joining with Gate to run Gate's animation department, in exchange for the Jantzes' investment in Gate.

9.

Before that time, Plaintiff Gate had no relationship with the Jantzes.

10.

The Jantzes represented to Plaintiff Gate that they were interested in investing in Gate because they needed the use of Gate's valuable contacts and relationships in the animation industry, including but not limited to Gate's relationship with Bento Box Entertainment.

11.

As the Jantzes and Plaintiff Gate continued to discuss working together, the Jantzes repeatedly represented that Nicole Jantze's mother, Linda Bott, was very wealthy and definitely intended to invest in a project involving the Jantzes.

12.

Defendants and Plaintiff Gate agreed to work together on terms that included the following:

- a. A \$400,000 investment in Gate on behalf of Defendants;
- b. Michael Jantze would receive an annual salary of \$150,000 from Gate;
- c. Nicole Jantze would receive an annual salary of \$70,000 from Gate; and
- d. The Jantzes would perform work for Gate, including work on animation projects for Gate.

13.

Once Defendants had assured Plaintiff Gate that Defendants would definitely proceed with a \$400,000 investment in Gate, Gate incurred expenses acting in reliance on the promised investment of \$400,000 by, *inter alia*:

- a. Retaining attorney Ron Fieldstone of the law firm of Arnstein & Lehr, LLP to draft a new operating agreement and licensing agreements to reflect the Jantzes' involvement with Gate;

- b. Adding three offices to the leased office space used by Gate, to provide office space for each of the Jantzes and for interns which the Jantze's claimed they would be using regularly for their work at Gate; and
- c. Adding office equipment and furniture to be used by the Jantzes at Gate's offices.

14.

The Jantzes promptly moved into the additional offices that Plaintiff Gate had acquired for them and began to use those offices.

15.

In reliance upon Defendants' promised investment in Plaintiff Gate, Gate agreed to the Jantzes' request for a \$2,000 check. This payment was to be an advance of Nicole Jantze's pay from Gate. Specifically, Plaintiff Gate made this payment to Nicole Jantze based on Defendants' representation that the \$400,000 investment money would soon be deposited into Gate's bank account.

16.

Nicole Jantze accepted a \$2,000 check from Plaintiff Gate and cashed that check. Despite demand, Defendants have not repaid that amount to Plaintiff Gate.

17.

Plaintiff Gate also acted in reliance upon Defendants' representations that the \$400,000 investment in Gate would be made, by adding Nicole Jantze to Gate's

disability plan. (Plaintiff Gate did not add Michael Jantze to its benefit plan because he had represented that he already received benefits pursuant to his employment as a professor for the Savannah College of Art and Design.)

18.

After the Jantzes moved into and began using the offices that Plaintiff Gate had provided for them, the Jantzes sought and received Plaintiff Gate's assistance with a legal situation regarding rights to certain of the Jantzes' intellectual property. Plaintiff Gate provided this assistance to the Jantzes at its own expense.

19.

Among other things, Nicole Jantze represented (in front of numerous witnesses) that Defendants would loan \$400,000 to Plaintiff Gate for one year, at a 10% annual interest rate.

20.

In furtherance of Defendants' promised commitment of \$400,000 to Gate, Defendants drafted and sent the following to Gate: a promissory note for the \$400,000 to be funded to Gate by Ms. Bott, additional company information, a business plan, and an economic model.

21.

Nicole Jantze represented to Plaintiff Gate in front of numerous witnesses that Defendants would transfer the promised \$400,000 to Gate's bank account by February 10, 2012.

22.

Based on their agreement to join Plaintiff Gate in return for a \$400,000 investment, Defendants held themselves out to contacts in the entertainment and animation industry as being part of Plaintiff Gate and doing business for Plaintiff Gate.

23.

For example, in a January 25, 2012 email, Nicole Jantze stated as follows on behalf of Plaintiff Gate to a contact in the entertainment industry:

Jill,

* * * *

We wanted to update you on what we're up to. Michael [Jantze] and I have partnered with an established company that operates in a variety of industries, including film financing. We are currently developing the animation side of the business. . . .

We are in the process of setting up an animation studio in Atlanta. . . .

We would like to set up a meeting and introduce you to our partner Nic Applegate. The three of us would like to learn more about your needs and share more information on what we are focused on.

Would you have time this Friday for a conference call?

Best,

Nicole Jantze
Gate Industries
506 W. Jones St.
Savannah, GA 31401
(c) 912-547-[XXXX]

24.

In a February 13, 2012 email, Nicole Jantze stated as follows on behalf of Plaintiff Gate to a contact at Paramount Studios:

Jill,

Looking forward to our call tomorrow. Myself, Michael [Jantze] and our Partner Nic Applegate will be attending.

* * * *

Gate Industries, LLC is a multi-faceted Georgia-based entertainment financing and consulting firm

Michael [Jantze] and I have folded Jantze Studios into Gate Industries to develop the animation funding division of the Company. In addition to building an animation studio in Atlanta, we are in negotiations with a major studio to open a television animation studio in Atlanta

With Paramounts [sic] plan to release animated features, we wanted to share with you how Gate Industries might be able to support you [sic] plans for animated feature production.

Best,

Nicole Jantze
Gate Industries
506 W. Jones St.
Savannah, GA 31401
(c) 912-547-[XXXX]

25.

Similarly, in late January 2012, Nicole Jantze prepared a “Project Proposal” by Plaintiff Gate for consulting work to be performed by Gate for The Cartoonist Studio, which proposal listed information about Nicole and Maichael Jantze and represented them as being part of Gate.

26.

Despite their promises, Defendants have totally failed to make *any* investment or loan to Plaintiff Gate.

IV. COUNTS.

COUNT I **BREACH OF CONTRACT TO PROVIDE \$400,000** **TO PLAINTIFF GATE**

27.

Plaintiff Gate incorporates by reference the allegations in Paragraphs 1 through 26 of this Complaint, as stated above.

28.

Defendants entered into a contract to provide \$400,000 of funding to Plaintiff Gate in return for Gate’s decision to include Defendants as part of Gate’s business for purposes that included an animation department.

29.

Based upon this contract, Plaintiff Gate began performance of the contract by establishing a business relationship with the Jantzes, including but not limited to taking the following steps:

- a. Obtaining and furnishing three additional offices for use by the Jantzes;
- b. Adding Nicole Jantze to Gate's disability policy;
- c. Paying the Jantzes;
- d. Holding out the Jantzes as part of Gate; and
- e. Permitting the Jantzes to communicate with third-party entertainment and business contacts, on behalf of Gate.

30.

Based upon this contract, the Jantzes began performance of the contract by taking steps that included the following:

- a. Occupying and using offices provided by Plaintiff Gate to do animation and other work;
- b. Requesting the addition of Nicole Jantze to Gate's disability insurance policy;
- c. Communicating with third-party entertainment and business contacts on behalf of Gate; and

- d. Representing to third-party entertainment and business contacts that the Jantzes had joined Gate and were working with Gate to develop animation funding and studio matters.

31.

Defendants breached that contract.

32.

Defendants' breach of their contract to provide funding to Plaintiff Gate has damaged Plaintiff Gate in an amount to be determined at trial.

33.

Plaintiff Gate is entitled to an award of all damages caused by or directly related to Defendants' breach of its contract with Plaintiff Gate.

COUNT II
FRAUD

34.

Plaintiff Gate incorporates by reference the allegations in Paragraphs 1 through 26 of this Complaint, as stated above.

35.

Plaintiff Gate asserts this Count II in the alternative to the relief sought above in Count I.

36.

Defendants induced Plaintiff Gate to enter in a business relationship with them based on their representation that they would provide \$400,000 of funding to Plaintiff Gate in February 2012.

37.

When Defendants made these representations to Plaintiff Gate, Defendants knew that they would not perform on their promise to provide Plaintiff Gate with \$400,000 of funding. Therefore, Defendants made those representations to Gate without a present intent to perform them.

38.

In doing so, Defendants knowingly and fraudulently induced Plaintiff Gate to take actions reasonably in reliance upon Defendants' promise to provide funding to Gate.

39.

Defendants' fraud has damaged Plaintiff Gate in ways including but not limited to the substantial expenditures that Gate made in reasonable reliance upon Defendants' fraudulent representations that Defendants would go into business with Gate and provide funding to Gate.

COUNT III
QUANTUM MERUIT

40.

Plaintiff Gate incorporates by reference the allegations in Paragraphs 1 through 39 of this Complaint, as stated above.

41.

Plaintiff Gate brings this claim in Count III in the alternative to Gate's claim for breach of contract in Count I of this Complaint.

42.

Plaintiff Gate provided services and property to or for the benefit of Defendants.

43.

Defendants were aware of Gate's provision of those services and property to or for the benefit of Defendants.

44.

Plaintiff Gate unsuccessfully demanded payment from the Defendants for some or all of these services and this property.

45.

Defendants have been unjustly enriched by receiving services and property from Plaintiff Gate.

46.

Therefore, Plaintiff Gate is entitled to recover from Defendants, the value of all services and property that Gate has provide to or for the benefit of the Defendants.

COUNT IV
ATTORNEYS' FEES

47.

Plaintiff Gate incorporates by reference the allegations in Paragraphs 1 through 46 of this Complaint, as stated above.

48.

Defendants have acted in a manner that constitutes stubborn litigiousness such that Plaintiff Gate is entitled to recover damages from Defendants for the costs of litigation, including reasonable attorneys' fees pursuant to O.C.G.A. § 13-6-1.

WHEREFORE, Plaintiff Gate respectfully prays that:

- a. This Court enter an award in favor of Plaintiff Gate and against Defendants jointly and severally for all damages caused by Defendants;
- b. This Court enter an award in favor of Plaintiff Gate and against Defendants jointly and severally for all costs, including reasonable attorneys' fees, incurred by Plaintiff Gate in connection with this matter;
- c. This case be tried before a jury; and
- d. That Plaintiff Gate receive all other legal and equitable relief to which it is entitled.

First Amended Complaint

Gate Industries, L.L.C. v. Nicole Jantze and Michael Jantze;

Civil Action No. CV12-1102-FR; Superior Court of Chatham County, Georgia

This 15th day of October, 2012.

**LEWIS BRISBOIS BISGAARD
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Respectfully submitted,



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*Counsel for Plaintiff Gate Industries,
L.L.C.*

First Amended Complaint
Gate Industries, L.L.C. v. Nicole Jantze and Michael Jantze;
Civil Action No. CV12-1102-FR; Superior Court of Chatham County, Georgia

CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the foregoing *First Amended Complaint* by causing a copy to be deposited in the mail with proper postage affixed thereto and addressed as follows:

Benjamin M. Perkins
Oliver Maner LLP
218 West State Street
Savannah, GA 31401

Counsel for Defendants

This 15th day of October, 2012.

**LEWIS BRISBOIS BISGAARD
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Respectfully submitted,



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