

SUPERIOR COURT OF CHATHAM COUNTY  
STATE OF GEORGIA

FILED IN OFFICE  
2012 SEP 11 PM 4:45  
*or*

DEP. CLK. SUPERIOR CT.  
CHATHAM COUNTY, GA.

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

CIVIL ACTION NO. CV-12-1102-FR

ANSWER AND COUNTERCLAIM IN EQUITY AND LAW

COME NOW Defendants Nicole Jantze and Michael Jantze (the "Jantzes")  
and file their Answer to Plaintiff's Complaint as follows:

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted  
and should be dismissed.

SECOND DEFENSE

Plaintiff's claims are barred in whole or in part by the doctrine of failure of  
consideration.

THIRD DEFENSE

Plaintiff's claims are barred in whole or in part due to Plaintiff's fraudulent  
conduct.

FOURTH DEFENSE

Plaintiff's claims are barred in whole or in part by the statute of frauds.

### FIFTH DEFENSE

Plaintiff's claims are barred in whole or in part by the doctrine of unclean hands.

### SIXTH DEFENSE

Subject to and without waiving any of the foregoing defenses, the Jantzes answer the numbered paragraphs of Plaintiff's Complaint as follows:

1. The Jantzes deny the allegations contained in Paragraph No. 1 of Plaintiff's Complaint.
2. The Jantzes admit the allegations contained in Paragraph No. 2 of Plaintiff's Complaint.
3. The Jantzes admit the allegations contained in Paragraph No. 3 of Plaintiff's Complaint.
4. The Jantzes admit the allegations contained in Paragraph No. 4 of Plaintiff's Complaint.
5. In response to the allegations contained in Paragraph No. 5 of Plaintiff's Complaint, the allegations are admitted to the extent they pertain to Mr. and Mrs. Jantze.
6. In response to the allegations contained in Paragraph No. 6 of Plaintiff's Complaint, the allegations are admitted to the extent they pertain to Mr. and Mrs. Jantze.
7. The Jantzes deny the allegations contained in Paragraph No. 7 of Plaintiff's Complaint.

8. The Jantzes admit the allegations contained in Paragraph No. 8 of Plaintiff's Complaint.

9. The Jantzes deny the allegations contained in Paragraph No. 9 of Plaintiff's Complaint.

10. The Jantzes deny the allegations contained in Paragraph No. 10 of Plaintiff's Complaint.

11. The Jantzes deny the allegations contained in Paragraph No. 11 of Plaintiff's Complaint.

12. The Jantzes deny the allegations contained in Paragraph No. 12 of Plaintiff's Complaint.

13. The Jantzes deny the allegations contained in Paragraph No. 13 of Plaintiff's Complaint.

14. The Jantzes deny the allegations contained in Paragraph No. 14 of Plaintiff's Complaint.

15. The Jantzes deny the allegations contained in Paragraph No. 15 of Plaintiff's Complaint.

16. In response to the allegations contained in the first sentence of Paragraph No. 16 of Plaintiff's Complaint, the Jantzes admit that Ms. Jantze accepted and negotiated a check in the amount of \$2,000.00 from Plaintiff which was paid in reimbursement of costs to be incurred. In response to the allegations contained in the second sentence of Paragraph No. 16 of Plaintiff's Complaint, the

Jantzes admit that Plaintiff demanded that they repay the \$2,000.00, and admit that they refused to do so.

17. The Jantzes deny the allegations contained in Paragraph No. 17 of Plaintiff's Complaint.

18. The Jantzes deny the allegations contained in Paragraph No. 18 of Plaintiff's Complaint.

19. In response to the allegations contained in Paragraph No. 19 of Plaintiff's Complaint, the Jantzes deny promising any "terms" regarding a potential investment and, therefore, deny the remaining allegations.

20. The Jantzes deny the allegations contained in Paragraph No. 20 of Plaintiff's Complaint.

21. The Jantzes deny the allegations contained in Paragraph No. 21 of Plaintiff's Complaint.

22. The Jantzes deny the allegations contained in Paragraph No. 22 of Plaintiff's Complaint.

23. In response to the allegations contained in Paragraph No. 23 of Plaintiff's Complaint, the Jantzes deny making the alleged promises, admit that they made no loan to Plaintiff, and admit that they made no financial investment in Plaintiff.

## RESPONDING TO COUNT I

24. The Jantzes reallege and incorporate by reference the defenses and answers provided in Paragraphs 1 through 23 of this Answer as if fully set forth herein.

25. The Jantzes deny the allegations contained in Paragraph No. 25 of Plaintiff's Complaint.

26. The Jantzes deny the allegations contained in Paragraph No. 26 of Plaintiff's Complaint.

27. The Jantzes deny the allegations contained in Paragraph No. 27 of Plaintiff's Complaint.

28. The Jantzes deny the allegations contained in Paragraph No. 28 of Plaintiff's Complaint.

## RESPONDING TO COUNT II

29. The Jantzes reallege and incorporate by reference the defenses and answers provided in Paragraphs 1 through 28 of this Answer as if fully set forth herein.

30. The Jantzes deny the allegations contained in Paragraph No. 30 of Plaintiff's Complaint.

31. The Jantzes deny the allegations contained in Paragraph No. 31 of Plaintiff's Complaint.

32. The Jantzes deny the allegations contained in Paragraph No. 32 of Plaintiff's Complaint.

33. The Jantzes deny the allegations contained in Paragraph No. 33 of Plaintiff's Complaint.

**RESPONDING TO COUNT III**

34. The Jantzes reallege and incorporate by reference the defenses and answers provided in Paragraphs 1 through 33 of this Answer as if fully set forth herein.

35. The Jantzes deny the allegations contained in Paragraph No. 35 of Plaintiff's Complaint.

36. The Jantzes deny the allegations contained in Paragraph No. 36 of Plaintiff's Complaint.

37. The Jantzes deny the allegations contained in Paragraph No. 37 of Plaintiff's Complaint.

38. The Jantzes deny the allegations contained in Paragraph No. 38 of Plaintiff's Complaint.

39. The Jantzes deny the allegations contained in Paragraph No. 39 of Plaintiff's Complaint.

40. The Jantzes deny the allegations contained in Paragraph No. 40 of Plaintiff's Complaint.

**RESPONDING TO COUNT IV**

41. The Jantzes reallege and incorporate by reference the defenses and answers provided in Paragraphs 1 through 40 of this Answer as if fully set forth herein.

42. The Jantzes deny the allegations contained in Paragraph No. 42 of Plaintiff's Complaint.

### **SEVENTH DEFENSE**

All allegations of the Complaint not specifically admitted herein are denied.

### **COUNTERCLAIMS IN EQUITY AND AT LAW**

COME NOW Defendants Michael Jantze and Nicole Jantze and file this counterclaim pursuant to O.C.G.A. § 9-11-3, seeking damages and payment from Gate Industries, L.L.C. ("Gate") and seeking equitable relief from the Court, arising out of certain transactions or occurrences that are the subject matter of Gate's Complaint, and show this Court the following:

### **PARTIES AND JURISDICTION**

1. Michael Jantze and Nicole Jantze ("the Jantzes") are residents of Chatham County, Georgia.
2. Counterclaim Defendant Gate Industries, L.L.C. ("Gate") is a limited liability corporation formed in Georgia with its principal office located in the city of Savannah, Chatham County, Georgia.
3. This Court has jurisdiction over the Jantzes' claims and venue is proper. This counterclaim is asserted pursuant to O.C.G.A. § 9-11-3.
4. This counterclaim arises out of certain transactions and occurrences which are the subject matter of Gate's Complaint in this matter.

**COUNT I**  
**PROMISSORY ESTOPPEL**

5. Dominic Applegate, on behalf of Gate, promised to compensate the Jantzes for time and services provided for the benefit of Gate.

6. In reliance on Gate's promises, the Jantzes devoted their time and efforts to establishing a business for Gate.

7. The Jantzes forewent other business opportunities in order to devote their time and services for the benefit of Gate.

8. Despite Gate's promises and the Jantzes' efforts expended in reliance on Gate's representations, Gate never compensated the Jantzes for their time or the services they provided to Gate.

9. Gate knew that the Jantzes were providing these services in reliance on Gate's promise to compensate them.

10. The Jantzes were damaged as a result of Gate's failure to compensate them for their time and services as promised.

**COUNT II**  
**QUANTUM MERUIT**

11. The Jantzes incorporate by reference the allegations contained in Paragraphs 1 through 10 of this Counterclaim, as stated above.

12. At Gate's request, the Jantzes provided Gate with their services, including but not limited to extensive creative, administrative, and marketing services.



13. Gate benefited from the services provided by the Jantzes, including telephone meetings with representatives of major motion picture studios.

14. The Jantzes provided these services at the request of Gate.

15. Gate represented to the Jantzes that they would be compensated for the services they provided to Gate.

16. Gate did not compensate the Jantzes for the services they provided to Gate.

17. The Jantzes are entitled to recover the value of those services they provided to Gate.

**COUNT III**  
**CONVERSION**

18. The Jantzes incorporate by reference the allegations contained in Paragraphs 1 through 17 of this Counterclaim, as stated above.

19. While the Jantzes were working with Gate, the Jantzes moved their personal belongings, including animation equipment, into Gate's office located at 506 West Jones Street, Savannah, Georgia 31401.

20. Dominic Applegate, on behalf of Gate, subsequently ordered the Jantzes to refrain from entering its Jones Street office.

21. The Jantzes have made multiple requests to Gate for authorization to return to the Jones Street office to retrieve their personal belongings.

22. Gate refuses to allow the Jantzes to enter the Jones Street office to retrieve their personal belongings.

23. Gate is currently in possession of the Jantzes' personal belongings that are located in the Jones Street office and has converted the Jantzes' personal property to its own use.

24. The Jantzes' personal belongings which Gate has converted to its use include approximately \$11,773.00 in replaceable goods and more than thirty-five (35) pieces of original artwork created by Mr. Jantze.

25. The Jantzes are entitled to recover the replacement value of their replaceable goods plus the value of Mr. Jantze's original artwork as a result of Gate's conversion of their property.

**COUNT IV**  
**PRELIMINARY INJUNCTION**

26. The Jantzes incorporate by reference the allegations contained in Paragraphs 1 through 25 of this Counterclaim, as stated above.

27. Gate remains in possession of personal belongings of the Jantzes, including unique, original artwork created by Mr. Jantze.

28. Disposal of the Jantze's personal property, including Mr. Jantze's unique, original artwork, would irreparably harm the Jantzes.

29. The irreparable harm that will be suffered by the Jantzes if their personal belongings are disposed of outweighs the inconvenience to Gate in maintaining the belongings.

30. The Jantzes are entitled to an order enjoining Gate from disposing of the Jantze's personal property.

WHEREFORE, Defendants pray:

(a) That the Plaintiff's Complaint be dismissed, that all costs of this action be cast against the Plaintiff, and further pray for a trial by jury of twelve;

(b) That Counterclaim Plaintiffs be awarded a judgment against Counterclaim Defendant pursuant to Count I for promissory estoppel;

(c) That Counterclaim Plaintiffs be awarded a judgment against Counterclaim Defendant pursuant to Count II for quantum meruit;

(d) That Counterclaim Plaintiffs be awarded a judgment against Counterclaim Defendant for the return of their personal property alone or in the alternative, the replacement value of the property pursuant to Count III for conversion;

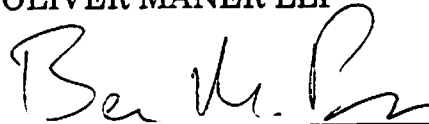
(e) That the Counterclaim Defendant be enjoined from disposing of the Jantze's personal property pending the outcome of this litigation pursuant to Count IV; and

(f) That this Honorable Court order and award such other and further relief as it deems just and proper.

This 11<sup>th</sup> day of August, 2012.

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Attorney for Defendants

SUPERIOR COURT OF CHATHAM COUNTY  
STATE OF GEORGIA

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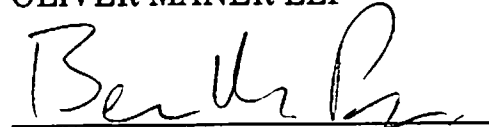
CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the Answer and Counterclaim upon counsel of record, by U.S. Mail with adequate postage affixed thereto as follows:

Stephen G. Weizenecker, Esq.  
Thomas C. Grant, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
1180 Peachtree Street, N.E.  
Suite 2900  
Atlanta, GA 30309

This 11<sup>th</sup> day of August, 2012.

OLIVER MANER LLP



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