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Case No. 163150

Attorneys for Plaintiff,
ELEGANTE LEASING, LTD.

FILED
LOS ANGELES SUPERIOR COURT

AUG 18 2008

JOHN A. CLARKE, CLERK
BY SHAUNYA WESLEY, DEPUTY

*William F. Fahey
Dgt 78*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

EC396001

ELEGANTE LEASING, LTD.,
Plaintiff,

v.

DAMON THOMAS; and DOES 1 through 10,
inclusive,
Defendants.

CASE NO:
Verified Complaint For:
1) Breach of Vehicle Lease
2) Claim and Delivery
3) Conversion
Damages: \$474,930.02

Plaintiff complains and alleges as follows:

GENERAL ALLEGATIONS

1. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants and DOES 1 through 10, inclusive, are unknown to Plaintiff who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believe and thereon alleges that each of the Defendants designated herein as a fictitiously named Defendant is, in some manner, responsible for the events and happenings herein referred to, either contractually or tortiously, and caused the damage to Plaintiff as herein alleged, and Plaintiff will amend this Complaint to allege such true names and capacities when same are ascertained.

2. Plaintiff, ELEGANTE LEASING, LTD. (hereinafter "Elegante" or "Plaintiff"), is a corporation that is duly organized under the laws of the state of New York.

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1	Subtotal	\$104,688.60
2	Less Realized Value of Vehicle	(\$0.00)
3	Total Early Termination Liability	\$104,688.60

4 **FOR A SECOND CAUSE OF ACTION**

5 (For Breach of Vehicle Lease against Thomas, and Does 1 through 10, inclusive)

6 10. On or about May 7, 2007, Elegante entered into a written Lease Agreement ("Lease
7 2") with Thomas, wherein Elegante agreed to lease a certain 2005 Bentley GT Coupe VIN #
8 SCBR63W05C024359 (hereinafter the "Bentley") to Thomas. A true copy of the Lease 2, along with
9 all Riders and Addenda thereto, is attached as Exhibit 3.

10 11. Elegante purchased the Bentley for purposes of leasing it to Thomas, and title to the
11 Bentley was and is held in the name of Elegante. A true copy of the Certificate of Title reflecting
12 Elegante's interest in the Bentley is attached as Exhibit 4.

13 12. Elegante has performed all the conditions, covenants, and agreements on its part to be
14 performed in accordance with the terms of Lease 2.

15 13. On June 7, 2008, Thomas defaulted in his payment obligations under Lease 2 and
16 although Elegante demanded that he pay his obligations under Lease 2, he has failed to do so.

17 14. As a result of the above default, Elegante terminated Lease 2 pursuant to Paragraph
18 17 of that lease. Following the early termination of Lease 2, Thomas is liable to Elegante for the
19 early termination liability as set forth in Paragraph 17 of that lease. Because Thomas has so far
20 refused to surrender the Bentley, the realized value of the Bentley, for purposes of calculating
21 Thomas's early termination liability is zero (0). At the time of this complaint, the amount owed by
22 Thomas under Lease 2, calculated per the provisions of Paragraph 17 of that lease is as follows:

23	Outstanding Unpaid Lease Payments	\$5,868.40
24	Lease Balance (calculated per the provisions of Paragraph 13)	\$122,056.12
25	Termination Fee	\$400.00
26	Subtotal	\$128,324.52
27	Less Realized Value of Vehicle	(\$0.00)
28	Total Early Termination Liability	\$128,324.52

1 second and third causes of action, and incorporates the same herein by reference.

2 21. Pursuant to Lease 1, Lease 2 and Lease 3 (the "Leases"), Plaintiff has the right to
3 immediate possession of the Ferrari, the Bentley and the Lamborghini (the "Vehicles"). Plaintiff has
4 demanded that Defendants deliver up possession of the Vehicles; however, Defendants have refused
5 to do so and are presently wrongfully and unlawfully retaining same.

6 **FOR A FIFTH CAUSE OF ACTION**

7 **(For Conversion against All Defendants)**

8 22. Plaintiff realleges the allegations contained in the first through fourth causes of action
9 and incorporates them herein by reference.

10 23. Elegante paid for the Vehicles, is the owner of the Vehicles, and is entitled to
11 possession of same by virtue of the early termination of the Leases.

12 24. Elegante is entitled to immediate possession of the Vehicles and has demanded that
13 defendants immediately deliver up the Vehicles. Defendants have failed to do so and have converted
14 the Vehicles to their own use.

15 25. As a direct and proximate result of the foregoing, Elegante has been damaged to the
16 extent of the present value of said Vehicles, and in the amounts expended by Plaintiff in seeking the
17 return of the Vehicles, in an amount to be proven at the time of trial.

18 26. The aforementioned conduct of defendants was done with the intention on the part of
19 the defendants, with the full knowledge, authorization, and ratification of all corporate defendants
20 herein, of thereby depriving Elegante of its property and/or legal rights or otherwise causing injury,
21 and was despicable conduct that subjected Elegante to a cruel and unjust hardship in conscious
22 disregard of Elegante's rights, so as to justify an award of exemplary and punitive damages.

23 **WHEREFORE** Plaintiff prays judgment against Defendants, and each of them, as follows:

24 **ON THE FIRST CAUSE OF ACTION:**

- 25 1. For the principal sum of \$104,688.60, plus interest at the legal rate from the date of
26 default, August 7, 2008
27 2. For taxes, fees and liens according to proof;

28

1 3. For reasonable attorneys' fees as allowed by law;

2 **ON THE SECOND CAUSE OF ACTION:**

3 4. For the principal sum of \$128,324.52, plus interest at the legal rate from the date of
4 default, August 7, 2008

5 5. For taxes, fees and liens according to proof;

6 6. For reasonable attorneys' fees as allowed by law;

7 **ON THE THIRD CAUSE OF ACTION:**

8 7. For the principal sum of \$241,916.90, plus interest at the legal rate from the date of
9 default, April 7, 2008

10 8. For taxes, fees and liens according to proof;

11 9. For reasonable attorneys' fees as allowed by law;

12 **ON THE FOURTH CAUSE OF ACTION:**

13 10. For immediate possession of the subject Vehicles;

14 11. For reasonable attorneys' fees as allowed by law;

15 **ON THE FIFTH CAUSE OF ACTION:**

16 12. For the reasonable value of the Vehicles in an amount to be proven at trial;

17 13. For all sums expended by Elegante in seeking the return of the Vehicles in an amount
18 to be proven at the time of trial;

19 14. For punitive damages in an amount to be determined at time of trial;

20 **AS TO ALL CAUSES OF ACTION:**

21 15. For costs of suit;

22 16. For such other and further relief as the Court may deem just and proper.

23
24 /DATED: August 8, 2008

GLASS & GOLDBERG

25
26 By: 

Ofer M. Grossman,
Attorneys for Plaintiff, ELEGANTE
LEASING, LTD.