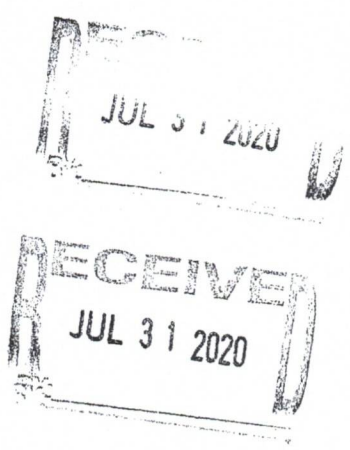


10/23/09.

VIRGINIA: IN THE GENERAL DISTRICT COURT OF THE CITY OF CHESAPEAKE

PAUL J. PEZZA)
)
Plaintiff,)
)
v.)
)
ITALME, LLC)
)
and)
)
MARK LANE)
)
and)
)
VANESSA LANE)
)
Defendants,)
)
_____)

Case No. GV20005535-00



BILL OF PARTICULARS AND MOTION TO INCREASE AD DAMNUM

NOW COMES Plaintiff, Paul J. Pezza (hereinafter “Pezza,” or “Plaintiff”), by counsel, and states his Bill of Particulars and Motion to Increase *Ad Damnum* against Defendants, italMe, LLC, Mark Lane and Vanessa Lane (“italMe” or “Defendants”), respectfully states as follows:

General Allegations

1. Plaintiff Paul Pezza is a natural person domiciled in the Commonwealth of Virginia.
2. Defendant italMe, LLC is a Wyoming limited liability company with a principal place of business in the City of Chesapeake Virginia owned and operated by Mark Lane and Vanessa Lane, Virginia domiciliaries.
3. Jurisdiction lies properly with Chesapeake General District Court.
4. Venue properly lies in this judicial district.

5. Pezza entered into a "Citizenship Consulting Services Agreement" with italMe dated October 01, 2019 signed by Mark Lane for the purposes of obtaining Italian Citizenship for himself and his children (the "Contract," attached hereto as **Exhibit A**).

6. Pezza paid italMe \$6500.00 as a deposit on or about October 2, 2019 as indicated on invoice 1649 attached hereto as **Exhibit B**.

7. italMe has failed to perform under the Contract declaring performance impossible.

8. Pezza demanded refund of his \$6500 deposit, which italMe has refused to refund.

9. Despite repeated requests for evidence of preparation to perform, such as vital records of ancestors, italMe has provided no evidence of performance.

10. After months of unreasonable delay by italMe, Pezza has hired an attorney in Italy to perform the citizenship assistance services for Four Thousand Euros worth \$4,716.72 at filing per Morningstar for Currency.

11. italMe is indebted to Pezza for \$11,216.72 for abandoning their Contract.

COUNT I
BREACH OF CONTRACT

12. The allegations in Paragraphs 1 through 11 are adopted and incorporated herein by reference as if each allegation had been separately alleged.

13. In a series of phone calls between March 11 and March 23, 2020 Vanessa Lane, representing herself as Office Manager and a person representing himself as Ray Rapallo, for italMe communicated via telephone to Pezza that italMe could not perform under the Contract.

14. In the same series of phone calls Vanessa Lane and Rapallo offered an alternative course of action calling for a 100% increase in the original Contract cost and a period of performance extension of an additional 12 months.

15. These communications were effective notice of termination by abandonment.

16. On or about April 2, 2020 Pezza provided notice declining additional contract terms.

17. Pezza demanded return of his deposit minus any sums earned along with in itemized accounting.

18. Pezza further requested any documents prepared or gathered – the basis of the work italMe was supposedly in the process of performing – the express purpose of continuing his pursuit of Italian citizenship.

19. italMe has not provided either a return of funds, or evidence of performance entitling it to retain funds deposited.

20. On or about April 15, 2020 Mark Lane contacted Pezza purporting the capacity to bind italMe legally.

21. italMe, Mark and Vanessa Lane have breached their contractual obligations to Pezza for which they are liable to Pezza in the amount of \$11,216.72.

COUNT II
PIERCING THE CORPORATE VEIL

22. The allegations in Paragraphs 1 through 21 are adopted and incorporated herein by reference as if each allegation had been separately alleged.

23. In Virginia piercing the veil to hold the owners of a limited liability company personally liable is appropriate when the corporate entity is used as a sham to perpetrate an injustice.

24. Mark Lane and Vanessa Lane are the owners and operators of italMe, LLC.

25. The Lanes have failed to observe formalities required to enjoy the limited liability benefits of the limited liability form

26. The Lanes engaged Pezza in business as italMe on September 2, 2019, prior to registering as an LLC on September 19, 2019.

27. The Lanes obtained a \$6500 deposit from Pezza on fraudulent pretenses and have provided no services in return.

28. Pezza incurred additional expenses in the amount of \$4,716.72 due to the Lanes' fraudulent conduct.

29. To avoid an injustice, the Court must hold Mark and Vanessa Lane jointly and severally liable with italMe, LLC.

COUNT III
UNJUST ENRICHMENT

30. The allegations in Paragraphs 1 through 28 are adopted and incorporated herein by reference as if each allegation had been separately alleged.

31. To the extent italMe retained the Deposit while failing to provide agreed services as provided for in the Contract, they have been Unjustly Enriched.

32. italMe have refused Pezza's reasonable demands for return of Deposit.

33. italMe and Mark and Vanessa Lane are liable to Pezza for \$6500.00 in wrongfully retained Deposit, and \$1800.00 in reasonable attorney's fees.

MOTION TO INCREASE AD DAMNUM

34. In the Warrant in Debt filed on May 18, 2020, Plaintiff originally sought damages in the amount of \$6,500.00 plus, costs and post judgment interest.

35. After incurring additional damages directly and proximately caused by Defendants' breach, along with legal fees, Plaintiff now seeks total damages in the amount of \$11,216.72 plus court costs, post-judgment interest from the date of judgment through the date of full satisfaction and reasonable attorneys' fees.

36. Therefore, pursuant to Rule 1:8 and 7A:9 of the Rules of the Supreme Court of Virginia, this Court should grant the Plaintiff's Motion to Increase *Ad Damnum* to the amount of \$11,216.72

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff Paul J. Pezza, by counsel, respectfully requests that this Honorable Court enter judgment in their favor and against Defendants itaMe, Mark Lane and Vanessa Lane as follows:

- i. Actual Damages in the amount of \$11,216.72 with respect to Counts I and II;
- ii. Actual Damages in the amount of \$6,500.00 with respect to Count III;
- iii. Attorney fees in the amount of \$1,800.00 due to the willful, deliberate and intentional breach of the agreement, fraudulent conduct and refusal to return unearned sums.
- iv. Awarding Plaintiff the costs of bringing this action, reasonable attorney's fees, post-judgment interest from date of judgment through the date on which the judgment is fully satisfied;
- v. And for such further relief as this Court deems just and appropriate.

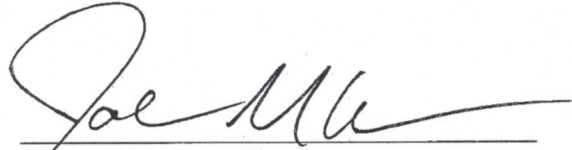
Paul J. Pezza


By Counsel

Dated: July 29, 2020
John M. Kaptan, Esq. VSB ID# 94830
618 Village Dr. Ste J,
Virginia Beach, Virginia 23451
757-351-1510
JohnKaptan@hangerlaw.com
Counsel for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of July 2020, a true and accurate copy of the foregoing was sent via email and regular mail to Justin R. Birch, Esq., attorney for the Defendants at Davis Law, PLC 1403 Greenbrier Pkwy, Ste 225 Chesapeake, VA 23320 and via email at justin@davislawplc.com and fax at 757 257-8614

A handwritten signature in black ink, appearing to read "John M. Kaptan", written over a horizontal line.

John M. Kaptan, Esq.
Counsel for the Plaintiff