

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

Wild Wingdom, LLC and Michael Robert Culp)

CIVIL ACTION COVERSHEET

Plaintiff(s)

JUN 21 AM 11:42

2010-CP - 23- 5038

vs.

FILED - CLERK OF COURT
GREENVILLE CO. S.C.
PAUL R. WICKENSINER

Burleson Enterprises, Inc., d/b/a Burleson Consulting, Janet E. Burleson and Donald K. Burleson,

Defendant(s)

(Please Print)

Submitted By: Thomas L. Stephenson
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Greenville, SC 29603-0648

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | | | |
|---|--|---|---|--|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input checked="" type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20__-CP-____- <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) | | |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) | | |
| <p>Special/Complex /Other</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) </td> </tr> </table> | | | | <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) |
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Submitting Party Signature: _____

Date: June 21, 2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

2010 JUN 21

IN THE COURT OF COMMON PLEAS

FILED-CLERK OF COURT
GREENVILLE CO. S.C.

Wild Wingdom, LLC, and Michael Robert Culp,

Case No. 2010-CP-23- 5038

Plaintiffs,

vs.

Burleson Enterprises, Inc., d/b/a Burleson Consulting, Janet E. Burleson, and Donald K. Burleson,

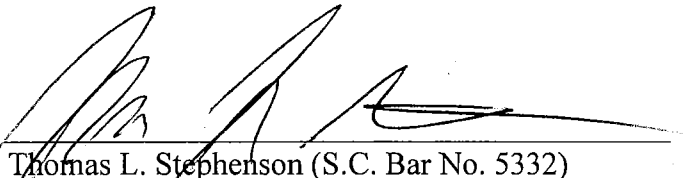
Defendants.

SUMMONS

(Jury Trial Requested)

TO THE DEFENDANTS ABOVE NAMED:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their offices, 55 East Camperdown Way, Suite 400, Greenville, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.



Thomas L. Stephenson (S.C. Bar No. 5332)
NEXSEN PRUET, LLC
55 East Camperdown Way, Suite 400 (29601)
Post Office Drawer 10648
Greenville, South Carolina 29603-0648
864.370.2211

June 21, 2010
Greenville, South Carolina

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

2010 JUN 21

AM 11:42
IN THE COURT OF COMMON PLEAS

FILED-CLEAR OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSINGER

Wild Wingdom, LLC, and Michael Robert Culp,

Case No. 2010-CP-23- 5038

Plaintiffs,

vs.

COMPLAINT
(Jury Trial Requested)

Burleson Enterprises, Inc., d/b/a Burleson Consulting, Janet E. Burleson, and Donald K. Burleson,

Defendants.

NOW COME the Plaintiffs for their Complaint and state as follows:

1. Plaintiff Wild Wingdom, LLC (“Wingdom”) is a limited liability company organized under the laws of the State of South Carolina, with its principal office located in Greenville County, South Carolina.

2. Plaintiff Michael Robert Culp (“Culp”) is a citizen and resident of Greenville County, South Carolina.

3. Upon information and belief, Defendant Burleson Enterprises, Inc., d/b/a Burleson Enterprises (“Burleson”) is a corporation organized under the Laws of the State of North Carolina, with its principal office located in Wake County, North Carolina.

4. Upon information and belief, Defendants Janet E. Burleson and Donald K. Burleson (collectively, the “Burlesons”) are citizens and residents of Wake County, North Carolina.

5. Upon information and belief, the Burlesons currently exercise, and exercised at all times referred to herein, complete domination over the policies, finances, and business practices of Burleson.

6. Upon information and belief, the Burlesons operate Burleson as an instrument and/or tool to further their own interests and to attempt to shield assets of themselves from exposure for fraud and other violations of public policy, common law, and statute; and the Burlesons treat Burleson as their alter ego.

7. Upon information and belief, the Burlesons have siphoned resources from Burleson, resulting in the undercapitalization of Burleson. For example, despite the fact that Burleson was collectively paid hundreds of thousands of dollars in fees for work performed by others, for which Burleson has little or no overhead expense, and Burleson has not paid a number of entities for work that has been performed for or on behalf of Burleson, Burleson now claims through Janet E. Burleson that it cannot pay for work that has been performed as described hereinbelow because Burleson has "had a hard year." Meanwhile, the Burlesons are spending considerable amounts of money to construct a personal residence.

8. Upon information and belief, required corporate formalities of Burleson have been disregarded and its funds and other assets have been commingled with those of the Burlesons, all as will be shown through discovery in this action.

9. Upon information and belief, the Burlesons' control of Burleson, as set forth herein and as will be established through discovery, was used to commit breaches of contract accompanied by fraudulent acts as well as other wrongs set forth herein, to violate legal duties of Burleson, and to commit dishonest and unjust acts in direct contravention of Plaintiffs' legal rights, as herein alleged and as will be shown at trial.

10. The Burlasons' acts, as set forth herein and as will be shown at the trial of this action, proximately caused the damages alleged by Plaintiffs herein, and the Burlasons are directly, jointly, and severally liable for the actions and inactions of Burleson, and all damages resulting therefrom, under the doctrine of piercing the corporate veil.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

11. The foregoing allegations are realleged and incorporated herein by reference.

12. On or about June 30, 2008, Burleson and Wingdom, or in the alternative Burleson and Culp, executed a document captioned both "Training and Consulting Contract" and "Training and Consulting Agreement" (the "Agreement").

13. In pertinent part, under the terms of the Agreement Burleson agreed to pay whichever Plaintiff executed the Agreement (referred to herein as the "Plaintiffs") certain sums for providing computer software training and consulting services for or on behalf of Burleson, with such sums being due and payable within fifteen (15) days of the date that any funds Burleson received for such services cleared.

14. Plaintiffs performed a number of computer software training and consulting services for and on behalf of Burleson for which Burleson has never made payment to either of Plaintiffs, despite payment having been received and cleared by Burleson. To date, Burleson has not paid for over \$85,000 worth of such services.

15. All conditions precedent to the receipt of payment by either of the Plaintiffs have been satisfied.

16. The Plaintiffs are therefore entitled to recover actual damages for Burleson's breach of the Agreement jointly and severally from the Defendants.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract Accompanied by a Fraudulent Act)

17. The foregoing allegations are realleged and incorporated herein by reference.

18. In addition to breaching the Agreement, Burleson committed fraudulent acts in that it intentionally and willfully advanced false reasons for refusing to pay either of the Plaintiffs all amounts due under the Agreement, and falsely claimed that payments would be made when Burleson had no intention of doing so. Among other things, Janet E. Burleson, acting for Burleson, falsely claimed that money had been embezzled by a Burleson employee, and advanced other false and fictitious reasons for Burleson's refusal to pay all amounts due under the Agreement.

19. As a result, Plaintiffs are entitled to actual and punitive damages jointly and severally from the Defendants.

FOR A THIRD CAUSE OF ACTION
(Fraudulent Concealment)

20. The foregoing allegations are incorporated herein by reference.

21. Burleson owed the Plaintiffs a duty to disclose material facts related to the Agreement and payment thereunder.

22. Burleson failed to disclose to Plaintiff that it would not honor the Agreement it had made with one of the Plaintiffs, or misled the Plaintiffs that Burleson would do so.

23. As a proximate result of Burleson's representations, the Plaintiffs were damaged.

24. Accordingly, the Plaintiffs are entitled to actual and punitive damages jointly and severally from the Defendants.

FOR A FOURTH CAUSE OF ACTION
(Quantum Meruit)

25. The foregoing allegations are incorporated herein by reference.
26. The Plaintiffs conferred a substantial benefit to Burleson by providing computer software training and consulting services for and on behalf of Burleson, causing substantial amounts to be paid to Burleson.
27. Burleson has realized those benefits.
28. Retention of all of the forgoing amounts would be unjust.
29. The Plaintiffs are entitled to a portion of the foregoing amounts jointly and severally from the Defendants, in an amount to be determined by a jury.

FOR A FIFTH CAUSE OF ACTION
(Breach of Covenant of Good Faith and Fair Dealing)

30. The foregoing allegations are incorporated herein by reference.
31. Burleson owed the Plaintiffs a duty to act in good faith and to deal fairly.
32. Burlesons' acts and omissions breached those duties.
33. The Plaintiffs have been damaged by the acts and omissions of Burleson and Plaintiffs are entitled to recover damages associated with Burleson's acts and omissions jointly and severally from the Defendants.

FOR A SIXTH CAUSE OF ACTION
(Conversion)

34. The foregoing allegations are incorporated herein by reference.
35. Burleson, and upon information and belief the Burlesons, converted money and other assets that were the equitable property of the Plaintiffs for their own use.

36. As a result of the Defendants' actions, the Plaintiffs have been damaged and have been deprived of the use and benefit of their own property and are entitled to recover damages jointly and severally from the Defendants.

FOR A SEVENTH CAUSE OF ACTION
(Violation of Unfair Trade Practices Act)

37. The foregoing allegations are incorporated herein by reference.

38. Defendants' repeated conduct in willfully failing and refusing to pay funds due to Plaintiffs, enticing Plaintiffs to perform further services for Defendants by promising payment to Plaintiffs when Defendants had no intention of tendering such payments, and fraudulently providing false reasons for nonpayment, constitutes unfair or deceptive acts or practices in the conduct of trade or commerce in South Carolina.

39. Defendants' conduct is capable of repetition, and upon information and belief Defendants have failed to pay numerous other individuals for the provision of similar services in a like manner and under similar circumstances, as will be shown through discovery and at trial.

40. Defendants' conduct is offensive to public policy.

41. As a direct and proximate consequence of the unfair and deceptive acts and practices willfully taken by Defendants against the Plaintiffs, the Plaintiffs have suffered actual and punitive damages in an amount subject to trebling and to be proven at trial, and, further, should also be awarded their fees and costs incurred in this action.

FOR AN EIGHTH CAUSE OF ACTION
(Accounting)

42. The foregoing allegations are incorporated herein by reference.

43. The Plaintiffs have requested, and again request, an accounting of fees earned and amounts due.

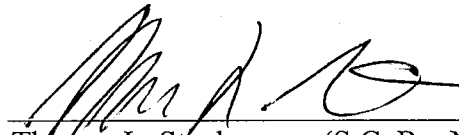
44. Such request has been denied.

45. The Plaintiffs are entitled to an order from this Court requiring Burleson and the Burlesons to account for all fees and profits from June 30, 2008, to the present.

WHEREFORE, the Plaintiffs request that the Court and a jury award them the following relief:

- (a) Actual damages;
- (b) Treble damages pursuant to the Unfair Trade Practices Act;
- (c) Costs and attorney's fees;
- (d) Punitive damages; and
- (e) Such other and further relief as the Court may deem just and proper.

Respectfully submitted,



Thomas L. Stephenson (S.C. Bar No. 5332)
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Attorneys for Plaintiffs

Date: June 21, 2010
Greenville, South Carolina