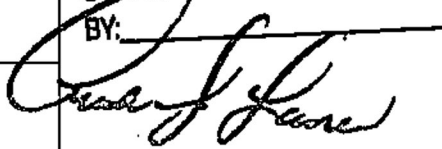


<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Christina Melhouse (#201818); Kelly Hill (#312363) Gurstel Law Firm P.C. 3914 Murphy Canyon Road, Suite A162 San Diego, CA 92123 TELEPHONE NO: 858-279-7920 FAX NO. (Optional): 877-750-6335 E-MAIL ADDRESS (Optional): c.melhouse@gurstel.com ATTORNEY FOR (Name): Plaintiff SINCLAIR BROADCAST GROUP, INC.</p>	<p>FOR COURT USE ONLY</p> <p>FILED TULARE COUNTY SUPERIOR COURT VISALIA DIVISION</p> <p>MAY 03 2021</p> <p>STEPHANIE CAMERON, CLERK BY: </p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE STREET ADDRESS: 221 S. Mooney Blvd. MAILING ADDRESS: 221 S. Mooney Blvd. CITY AND ZIP CODE: Visalia, CA 93291 BRANCH NAME: Visalia County Civic Center - Civil</p>	
<p>PLAINTIFF: SINCLAIR BROADCAST GROUP, INC., a corporation DEFENDANT: AMARILLO COLLEGE OF HAIRDRESSING, INC., a corporation dba MILAN INSTITUTE OF COSMETOLOGY; <input checked="" type="checkbox"/> DOES 1 TO 20, inclusive</p>	
<p>CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):</p>	
<p>Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited</p>	<p>CASE NUMBER: 287089</p>

1. Plaintiff* (name or names):
 Sinclair Broadcast Group, Inc., a corporation
 alleges causes of action against defendant* (name or names):
 Amarillo College of Hairdressing, Inc., a corporation dba Milan Institute of Cosmetology
2. This pleading, including attachments and exhibits, consists of the following number of pages: 9 **CASE MANAGEMENT CONFERENCE**
3. a. Each plaintiff named above is a competent adult
 except plaintiff (name): Sinclair Broadcast Group, Inc.
 (1) a corporation qualified to do business in California
 (2) an unincorporated entity (describe):
 (3) other (specify):
 b. Plaintiff (name):
 a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 b. has complied with all licensing requirements as a licensed (specify):
 c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
 except defendant (name): Amarillo College of Hairdressing, Inc. except defendant (name):
 (1) a business organization, form unknown a business organization, form unknown
 (2) a corporation a corporation
 (3) an unincorporated entity (describe): an unincorporated entity (describe):
 (4) a public entity (describe): a public entity (describe):
 (5) other (specify): other (specify):

Hearing Date: 9-20-2021
 Time: 8:30am
 Department: 1

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE: Sinclair Broadcast Group, Inc. v. Amarillo College of Hairdressing, Inc., et al.	CASE NUMBER:
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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 1 to 20 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. damages of: \$ 54,812.84
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): 12 percent per year from (date): February 10, 2020
- c. attorney's fees
- (1) of: \$ 6,230.00
- (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 4-26-21

Christina Melhouse, Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: Sinclair Broadcast Group, Inc. v. Amarillo College of Hairdressing et al	CASE NUMBER:
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1st **CAUSE OF ACTION—Breach of Contract**

(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Sinclair Broadcast Group, Inc., a corporation

alleges that on or about (date): December 9, 2010

a written oral other (specify):

agreement was made between (name parties to agreement): Sinclair Broadcast Group, Inc. and Amarillo College of Hairdressing, Inc., a corporation dba Milan Institute of Cosmetology

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

BC-2. On or about (dates): February 10, 2020

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Failure to pay Plaintiff for broadcasting services provided by Plaintiff to Defendant as requested by its agent for which Defendant agreed to make payments and signed a Letter Agreement confirming same

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify):

Money damages in the sum of \$54,812.84

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$ 6,230.00

according to proof.

BC-6. Other:

a. Interest at the rate of 12% per annum from February 10, 2020

b. Costs of suit

Exhibit A

October 2, 2019

Milan Institute of Cosmetology
1720 W. Walnut Ave.
Visalia, CA 93277
Attn: Gary YasudaRe: Sinclair Broadcast Group
Principal Balance: \$98,812.84
CCR File No. 19-140068
Letter Agreement

Dear Mr. Yasuda:

In response to the monthly payment proposal presented by your agent, Simon Foster, we have been authorized, as the collection agent for Sinclair Broadcast Group ("SBG"), to inform you that any payout on the acknowledged balance must include late payments/fees consistent with the terms & conditions of the signed credit application, a copy of which is attached for your reference. In line with that position I have calculated late payment service charges of 1% on outstanding invoices, as detailed on the attached spreadsheet, from 30 days after the respective invoice dates. In addition I have also calculated a (reduced) collection fee of 5% of the principal balance.

The total of the charges referenced above is \$109,081.45, which we are authorized to accept as follows:

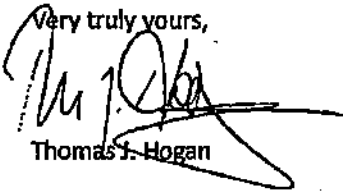

Nine (9) payments of \$11,000.00 each to be made on the 10th of each month beginning October 10, 2019 and continuing through June 10, 2020; and
One (1) payment of \$10,081.45 to be made on July 10, 2020.

In the event that any payment is not received in this office at the above address on the due date then the full remaining balance, after credit for any payments made to date, will become immediately due and payable. All rights are otherwise reserved by SBG.

Please confirm the acceptance by Milan Institute of the terms of this Letter Agreement by executing where indicated below and returning a pdf copy to my office by e-mail no later than October 4, 2019.

Thank you for your cooperation.

Very truly yours,


Thomas J. HoganAs agreed: Milan Institute of
CosmetologyBy: 
Gary Yasuda

TJH:lh



And Subsidiaries

CREDIT APPLICATION

If you are not the responsible party
PLEASE STOP HERE

Company Name Milan Institute

D/B/A or A/K/A _____

Billing Address 1720 W. Walnut Ave

City/State/Zip Visalia, CA 93277

Phone/Fax (559) 735-3818 Fax: (559) 735-3685

No. of Yrs. in business: 31 Publicly Traded? Y or N Ticker Symbol _____

Applicant is the (Circle): Agency Advertiser Buying Service

Type of Business (Circle): Corporation Partnership Proprietorship

State Incorporated: CA Company's E-mail Address slaerence@milaninstitute.edu

Website Address: www.milaninstitute.edu Primary Type of Business Vocational School

Owners/Principals: 1 Gary Yasuda Home address 200 West Second Street #907
Reno, NV 89501

2 _____ Home address _____

Advertiser(s) you are responsible for:

- 1 _____
- 2 _____
- 3 _____

Credit References (Media References Required):

Company Name Desert Post Weekly Contact Name _____
Address 68-625 Perez Road, Unit 6: Cathedral City, CA 92234 Phone/Fax (760) 202-3200

Company Name Reno Gazette Journal Contact Name _____
Address P.O. Box 21000, Reno, NV 89520 Phone/Fax (775) 788-6397

Company Name College Bound Network Contact Name _____
Address 1200 South Avenue, Suite 202: Staten Island, NY 10314 Phone/Fax (718) 761-4800

Bank Reference(s):

Bank Name Bank of America Contact Name Victor R. Gonzalez

Address 212 E. Main, Visalia, CA 93277 Phone/Fax (559) 261-8649

Account # _____

The attached terms and conditions are an integral part of this agreement. Applicant agrees to be bound by them, and every order shall be deemed to incorporate such terms and conditions, unless explicitly agreed to in advance, in writing, by the television station (the "Station"). The above information is current and accurate to the best of my knowledge, and I am in a position, which allows me to be aware of any recent changes, which would render the foregoing misleading. I have authority to commit all financial responsible parties to a contract for air-time, production and/or other station services. I authorize the Station or its appointee to check the references above at the Station's sole expense. Credit status is determined by the station's business office. Account Executives are not authorized to make credit decisions. Completing the credit application does not guarantee approval of credit.

[Signature]
Authorized Signature

Print Name

Title

Date

CREDIT APPLICATION

Terms & Conditions:

In consideration of the providing of advertising services, production services, or related services by the Station now and/or in the future, the applicant ("Applicant") agrees to the following:

Applicant understands that should Applicant place advertising *through an* advertising agency or other third parties that Applicant will continue to be responsible to the Station for payment of such advertising. In the event Applicant is an agency requesting advertising on behalf of client, Applicant acknowledges its joint and several liability for the payment of such advertising under the terms herein. If Applicant is an advertiser, all agencies that place advertising buy orders with the Station shall be conclusively deemed to be authorized agents for Applicant.

The Station has the right to check credit references and credit reports with respect to evaluating its decision. If credit is approved, the Station reserves rights to cancel credit at any time with or without notice for whatever reason. Applicant agrees to give written notice in the event of any change in the ownership of Applicant's business or form of business organization.

The Station will invoice the Applicant at the end of each broadcast month or the end of each contract schedule, unless otherwise designated by Applicant at the time the schedule is placed.

All invoices are payable to the Station within 30 days of the invoice date. Late payments shall be subject to a service charge of one percent (1%) for each month or fraction thereof (or the maximum rate permitted by applicable law, if less) during which such amounts remain unpaid. If any unpaid balance is referred to an attorney or collection agency for collections, Applicant will pay the Station's costs and expenses, including reasonable attorney/collection fees. Any dispute by Applicant with any telecast, commercial announcements, and/or services provided by the Station will be reported to the Station within (15) days from the date of invoice relating to the same. However, any such dispute will not affect Applicant's obligation to make payment within 30 days from invoice date, as set forth above.

Personal Guarantee: The undersigned hereby irrevocably and unconditionally guarantees to the Station the prompt and complete payment and performance of each and every financial obligation owed by Applicant to the Station.



Signature

Date

Social Security Number

Print Name

Date

Witness

To qualify for credit consideration you will need: Three (3) media references, at least one (1) year of activity on each reference (must have been active within the past year) and a minimum high balance of \$1,000 with each reference. If your business meets this criteria, please complete our credit application. The sales executive will submit to our business office for consideration.

Information Only:

Submitted By: National Account Executive

Date Provided: CR DR

Number of Credits Requested: _____

Contract Amount: _____

MILAN

MILAN INSTITUTE

AGENCY OF RECORD FORM

Date: December 10th 2010

The advertising agency named below ("agent") is hereby authorized to order advertising on behalf of the undersigned advertiser ("advertiser") for broadcast and advertising on all media outlets. This authorization shall remain in effect until written revocation from the advertiser is delivered to the agent. All of the advertising placed by agent on behalf of the advertiser shall be charged to the account of agent and guaranteed by the advertiser.

Agency Name Agency Division, Inc.
Street address 13428 Maxella Ave, Suite 900
City and State Marina del Rey, CA 90292
Phone number 310.580.8360 Fax Number _____

Advertiser Milan Institute
Street address 1720 West Walnut
City and State Venice, CA 93277
Phone number 619.269.9847 Fax Number _____

By signing below, I represent and warrant that I am duly authorized to legally bind the advertiser.

Agency Signature  Date 12/9/10

Print Name Simon Foster Title CEO

Advertiser Signature  Date 12/9/10

Print Name Tom Garcia Title V.P. of Advertising

SHORT TITLE: Sinclair Broadcast Group, Inc. v. Amarillo College of Hairdressing, et al.	CASE NUMBER:
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2nd _____ CAUSE OF ACTION—Common Counts
(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): Sinclair Broadcasting Group, Inc., a corporation

alleges that defendant (name): Amarillo College of Hairdressing, Inc., a corporation dba Milan became indebted to plaintiff other (name): Institute of Cosmetology; Does 1 to 20

- a. within the last four years
 - (1) on an open book account for money due.
 - (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

- b. within the last two years four years
 - (1) for money had and received by defendant for the use and benefit of plaintiff.
 - (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
 - the sum of \$ 54,812.84
 - the reasonable value.
 - (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
 - (4) for money lent by plaintiff to defendant at defendant's request.
 - (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
 - (6) other (specify):

CC-2. \$ 54,812.84, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of 12 percent per year from (date): February 10, 2020

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ 6,230.00 according to proof.

CC-4. Other: Costs of suit