

RETURN DATE: JANUARY 25, 2011 : SUPERIOR COURT
SAMUEL TELLAR : J.D. OF HARTFORD
V. : AT HARTFORD
WARREN WEBBER, ET AL. : JANUARY 3, 2011

COMPLAINT

FIRST COUNT (Breach of Contract)

1. At all times relevant hereto, the plaintiff SAMUEL TELLAR was and is a resident of the Town of West Hartford, Connecticut.

2. The plaintiff TELLAR brings this action individually and derivatively as a member of Webtel Enterprises, LLC (hereinafter "Webtel Enterprises").

3. At all times relevant hereto, the defendant WARREN WEBBER was and is a resident of the Town of West Hartford, Connecticut.

4. At all times relevant hereto, the plaintiff WARREN'S FOODS, LLC (hereinafter "WARREN'S FOODS") was and is a limited liability corporation organized and existing under the laws of the State of Connecticut.

5. For many years prior to the dates mentioned herein, the plaintiff TELLAR possessed a recipe for relish.

6. During the winter of 2007-2008, the plaintiff TELLAR and the defendant

WEBBER discussed and negotiated a business proposal for manufacturing and marketing relish made from the aforesaid recipe, as modified and crafted by the plaintiff.

7. After negotiations, TELLAR and the defendant WEBBER agreed to enter into the relish business together, as equal principals, and sharing equally in the business profits.

8. In furtherance of the agreement, the parties formed Webtel Enterprises, LLC (hereinafter "Webtel Enterprises") on or about February 5, 2008.

9. The plaintiff TELLAR and defendant WEBBER were and are the sole and equal members of Webtel Enterprises.

10. Pursuant to the aforesaid agreement, the parties, for a period of time, manufactured and marketed relish through Webtel Enterprises.

11. In or about June 2008, the defendant WEBBER offered to buy out the plaintiff TELLAR'S interest in Webtel Enterprises, and the plaintiff refused.

12. On or about December 30, 2008, the defendant WEBBER executed Articles of Dissolution of Webtel Enterprises, purportedly dissolving said plaintiff, without the knowledge, authority, permission, or consent of the plaintiff TELLAR. The defendant WEBBER filed said Articles of Dissolution with the Secretary of State on or about April 30, 2009.

13. The defendant WEBBER'S attempt to dissolve Webtel Enterprises was illegal and ineffectual.

14. On or about January 8, 2009, the defendant WEBBER formed the defendant WARREN'S FOODS.

15. The members of WARREN'S FOODS are the defendant WEBBER and Carol Webber.

16. The plaintiff is not a member of WARREN'S FOODS and has no interest in that limited liability corporation.

17. Since the formation of the defendant WARREN'S FOODS, the defendant WEBBER has ceased Webtel Enterprises' relish business.

18. Since the formation of the defendant WARREN'S FOODS, the defendants have continued to manufacture and market the subject relish through the defendant WARREN'S FOODS and have refused to allow the plaintiff to share in the profits of said business.

19. The aforesaid conduct on the part of the defendant WEBBER was without the foreknowledge, authority, permission, or consent of the plaintiff TELLAR.

20. The defendant WEBBER'S conduct constitutes a breach of his business agreement between the plaintiff TELLAR.

21. As a result of the defendant WEBBER'S conduct, the plaintiff suffered lost profits and other damages.

SECOND COUNT (Breach of the Covenant of Good Faith and Fair Dealing)

1-21. Paragraphs 1 through 21 of the First Count are hereby incorporated as Paragraphs 1 through 21 of this Second Count.

22. The defendant WEBBER'S conduct constitutes a breach of the covenant of good faith and fair dealing.

THIRD COUNT (Conversion)

1-11. Paragraphs 1 through 11 of the First Count are hereby incorporated as Paragraphs 1 through 11 of this Second Count.

12. On or about July 28, 2008, the defendant WEBBER, without authorization, wrote himself and cashed a check for \$2,000.00 from the account of Webtel Enterprises, and wrongfully converted the funds to his own use, all to the plaintiff's loss.

FOURTH COUNT (Civil Theft)

1-11. Paragraphs 1 through 11 of the First Count are hereby incorporated as Paragraphs 1 through 11 of this Fourth Count.

12. On or about July 28, 2008, the defendant WEBBER, without authorization, wrote himself and cashed a check for \$2,000.00 from the account of Webtel Enterprises, and wrongfully took the funds for his own personal use, all to the plaintiff's loss.

13. The defendant WEBBER'S conduct constitutes a violation of Conn. Gen. Stat. § 52-564, pursuant to which said defendant is liable for treble damages.

FIFTH COUNT (Usurpation of a Business Opportunity)

1-19. Paragraphs 1 through 19 of the First Count are hereby incorporated as Paragraphs 1 through 19 of this Fifth Count.

21. The defendants' conduct constitutes a usurpation of a business opportunity rightfully and legally belonging to the plaintiffs.

22. As a result of the defendant's conduct, the plaintiff suffered lost profits and other damages.

23. It would be futile for the plaintiff TELLAR to demand that Webtel Enterprises commence action against the defendants to redress the wrongs alleged herein, as the defendant WEBBER is the only other member of Webtel Enterprises.

SIXTH COUNT (Breach of Fiduciary Duty)

1-21. Paragraphs 1 through 21 of the First Count are hereby incorporated as Paragraphs 1 through 21 of this Fifth Count.

22. Paragraph 22 of the Second Count is hereby incorporated as Paragraph 22 of this Fifth Count.

23 Paragraph 12 of the Third Count is hereby incorporated as Paragraph 23 of this Fifth Count.

24. Paragraph 12 of the Fourth Count is hereby incorporated as Paragraph 24 of this Fifth Count.

25-27. Paragraphs 21 through 23 of the Fifth Count are hereby incorporated as Paragraphs 25 through 27 of this Sixth Count.

28. The defendant WEBBER'S aforesaid conduct was done intentionally and/or with reckless indifference to the rights of the plaintiff TELLAR and Webtel Enterprises, and with the specific purpose of excluding TELLAR and Webtel Enterprises from the

profits of the relish business.

29. As the plaintiff TELLAR'S business partner and as a co-member of Webtel Enterprises, the defendant WEBBER had and continues to have a fiduciary duty to the plaintiff TELLAR and Webtel Enterprises, under the common law and pursuant to Conn. Gen. Stat. § 34-141.

30. The defendant WEBBER'S aforesaid conduct constitutes a breach of said fiduciary duty.

31. As a result of the defendant WEBBER'S conduct, the plaintiff suffered lost profits and other damages.

32. It would be futile for the plaintiff TELLAR to demand that Webtel Enterprises commence action against the defendants to redress the wrongs alleged herein, as the defendant WEBBER is the only other member of Webtel Enterprises.

SEVENTH COUNT (Unfair Trade and Business Practices: CUTPA)

1-21. Paragraphs 1 through 21 of the First Count are hereby incorporated as Paragraphs 1 through 21 of this Seventh Count.

22. Paragraph 22 of the Second Count is hereby incorporated as Paragraph 22 of this Seventh Count.

23. Paragraph 12 of the Third Count is hereby incorporated as Paragraph 23 of this Seventh Count.

24. Paragraph 12 of the Fourth Count is hereby incorporated as Paragraph 24 of this Seventh Count.

25-27. Paragraphs 21 through 23 of the Fifth Count are hereby incorporated as Paragraphs 25 through 27 of this Seventh Count.

28-32. Paragraph 28 through 32 of the Sixth Count is hereby incorporated as Paragraph 28 through 32 through of this Seventh Count.

33. The aforesaid conduct of the defendants is immoral, unethical, oppressive, and unscrupulous and offends public policy as established under statutes concerning the creation and operation of limited liability corporations, as well as under the common law and established concepts of unfairness.

34. The defendants' conduct has caused substantial injury and an ascertainable loss of money and property to a businessperson, i.e. the plaintiff, and to Webtel Enterprises.

35. The defendants' conduct constitutes an unfair trade practice and method of competition, in violation of Conn Gen. Stat. §§ 42-110b, et seq.

WHEREFORE, the plaintiff claims money damages.

The undersigned certifies that he has personal knowledge of the financial responsibility of the plaintiff and deems it sufficient to pay the costs of this action.

PLAINTIFF, SAMUEL TELLAR

BY: 

Mark W. Baronas
Gould, Killian & Wynne

RETURN DATE: JANUARY 25, 2011 : SUPERIOR COURT
SAMUEL TELLAR : J.D. OF HARTFORD
V. : AT HARTFORD
WARREN WEBBER, ET AL. : JANUARY 3, 2011

AMOUNT IN DEMAND

The plaintiff claims:

1. Money damages in excess of \$15,000.00 exclusive of interests and costs;
2. Punitive damages, under the common law and pursuant to Conn. Gen. Stat. § 42-110g;
3. Attorneys fees, pursuant to Conn. Gen. Stat. § 52-110g;
4. Treble damages, pursuant to Conn. Gen. Stat. 52-564;
5. Interest and costs; and
6. Such other and further relief as in law or equity would pertain.

PLAINTIFF, SAMUEL TELLAR

BY: 

Mark W. Baronas
Gould, Killian & Wynne