

EXHIBIT B

STATE OF PUERTO RICO
FIRST DIVISION
SUPERIOR COURT OF SAN JUAN

ANIBAL ORTIZ, d/b/a A.I.R.)
ENTERPRISES, JOE CORREA d/b/a)
ELITE SECURITY SYSTEMS,)
)
Plaintiffs,)

CIVIL No. KAC02-0973

V.)

COMPLAINT FOR BREACH
OF CONTRACT, DAMAGES,
FEES, TORTIOUS
INTERFERENCE

K-MART CORPORATION,)
K-MART OF PUERTO RICO,)
GUILLERMO RAMIREZ, TIM SLIMP,)
GARTH BANDURA, METRO ROLLING)
DOORS d/b/a LUIS HERNANDEZ,)
INSURANCE AGENCIES A, B. and C,)
UNKNOWN OWNERS AND NON-)
RECORD CLAIMANTS,)
)
Defendants.)

COMPLAINT

TO THE HONORABLE COURT:

HERE COMES before this court the Claimant, Anibal Ortiz d/b/a A.I.R. Enterprises and Joe Correa d/b/a Elite Security Systems, by its attorney, and respectfully

STATE, ALLEGE AND SOLICIT:

1. This demand comes before this Honorable Court pursuant to Article 5.003 of the Puerto Rico Judicial Legislation of 1999 and inform this court that the plaintiffs operate a business dedicated to the sale, installation, repairs and maintenance of security equipment in Puerto Rico located as follows:

Anibal Ortiz d/b/a
A.I.R. Enterprises
P.O. Box 669
Carolina, PR 00986
Telephone: (787) 640-6994

Joe Correa d/b/a
Elite Security Systems
Laguna Garden, Building #3
Apartment PH-E
Carolina, Puerto Rico 00979

2. Co-defendant K-Mart Corporation has its principal place of business at 3100 West Big Beaver Road, Troy, Michigan 48146, its telephone number is (734) 354-7840 and fax number (734) 354-2352.

3. Co-defendant, K-Mart of Puerto Rico Corp. on information and belief is a subsidiary of K-Mart Corporation, with its principal office and registered agent in San Juan, Puerto Rico, and together with K-Mart Corporation contracted the services of the aforementioned plaintiffs.

4. Co-defendant Guillermo Ramirez, on information and belief, is the project manager for K-Mart of Puerto Rico authorized to engage the professional services of Plaintiffs and pursuant to that authority, plaintiffs executed work bids and performed certain projects.

5. Co-defendant Tim Slimp is an employee of K-Mart Corporation who tortiously interfered with the contractual relationship between K-Mart and Elite Security Systems for the benefit of the co-defendants, Garth Banduras and Metro Rolling Doors.

6. Co-defendants Garth Bandura, Tim Slimp and Metro Rolling Doors conspired and caused the cancellation of claimants contract agreement with K-Mart Corporation.

7. On information and belief, co-defendant Metro Rolling Doors is the name by which Luis Hernandez, does business in Puerto Rico running a company dedicated to the sale and installation of security doors and whose principal place of business is in Avenue Los Corazones, Aguadilla, Puerto Rico, telephone number (787) 891-5510.

8. Co-defendants Insurance Agencies A, B and C is an insurance agency not yet identified, but on information and belief, it wrote a policy of insurance guaranteeing the payment of materials and services performed by the claimants.

9. Unknown Owners and Non-Record Claimants, are whatever parties may be

directly or indirectly be responsible for the acts emerging from this complaint.

10. The facts contained herein, are the result of a breach of contract between K-Mart Corporation and Elite Security Systems for the installation, repair, sale of security equipment to various K-Mart stores in Puerto Rico.

11. As a direct and proximate result of the negotiations between K-Mart Corporation and Elite Security Systems, the latter would perform the work previously bid for, and pursuant to K-Mart's express approval, the following tasks were scheduled:

- 1) Contract Order #4732 in the sum of \$19,708.00 to be performed at the K-Mart Store in Aguadilla, Puerto Rico;
- 2) Contract Order #7665 in the sum of \$63,459.00 to be performed at the K-Mart Store in Los Colobos Shopping Center, Carolina, Puerto Rico;
- 3) Contract Order #4490 in the sum of \$5,200.00 to be performed at the K-Mart Sotre in San Patricio, Guaynabo, Puerto Rico;
- 4) Contract Order #7768 in the sum of \$13,867.00 to be performed at the K-Mart Store in Guaynabo, Puerto Rico;
- 5) Contract Order #4494 in the sum of 22,308.00 to be performed at the K-Mart Store in Trujillo Alto, Puerto Rico;
- 6) Contract Order # 7446 in the sum of \$9,800.00 to be performed at the K-Mart Store in Cayey, Puerto Rico;
- 7) Contract Order #3882 in the sum of \$14,410.00 to be performed at the K-Mart Store in Mayaguez, Puerto Rico;
- 8) Contract Order #7752 in the sum of \$18,954.00 to be performed at the K-Mart Store in Yauco, Puerto Rico.

12. Of the eight (8) contract orders agreed to by the parties, the claimants were able to complete five (5) of them, which are:

1) Contract Order #7768 in the sum of \$13,867.00 at the K-Mart Store in Guaynabo, Puerto Rico;

2) Contract Order # 7446 in the sum of \$9,800.00 at the K-Mart Store at Cayey, Puerto Rico;

3) Contract Order #3882 in the sum of \$14,410.00 at the K-Mart Store in Mayaguez, Puerto Rico;

4) Contract Order #4490 in the sum of \$5,200.00 at the K-Mart Sotre at San Patricio, Guaynabo, Puerto Rico;

5) Contract Order #7665 in the sum of \$31,000.00 at the K-Mart Los Colobos (sic).

Note: the amount is different that the previous #5.

13. Claimants performed the five (5) projects aforementioned, pursuant to the express direction of K-Mart's representatives.

14. Once the project was confirmed and co-defendant K-Mart agreed to the terms of the contract, claimants obtained financing to acquire the materials necessary to complete the project.

15. Said financing was obtained by a guaranteed loan given to Mr. Victor Gonzalez Sandoval, the loans were for \$27,000.00, \$73,202.00 and \$29,300.00.

16. Despite the aforesaid facts, co-defendants Metro Rolling Doors, Tim Slimp and Garth Bandura interfered and conspired so K-Mart Corp. would illegally rescind the agreement with Plaintiffs, and to give the work project to Metro Rolling Doors.

17. These unlawful acts by defendants have caused severe economical damages to

plaintiffs. Among the damages, plaintiffs have lost other contracts due to loss of financing because their credit record has been severely damaged causing other projects to be cancelled, emotional damage and distress, damage to their professional reputation and mental anguish.

18. Said financial damage is estimated in the sum of \$3,900,000.00. The damage to Claimants' professional reputation, honor, emotional damages and mental anguish amounts to the sum of \$1,000,000 for each of the plaintiffs.

WHEREFORE, Claimants pray that this Honorable Court provide relief and enter a judgment as follows:

- a) Enter a judgment in the sum of \$3,900,000.00 in connection with the substantial economic losses incurred by Plaintiffs;
- b) Enter a judgment in the sum of \$1,000,000.00 for each of the plaintiffs for damages to their professional reputation, honor, emotional distress and mental anguish;
- c) Enter a judgment accruing legal interest pursuant to Reg. 44.3 of the Civil Procedure from the time of entry of the judgment until payment is completely satisfied;
- d) Enter an order awarding the cost of bringing this lawsuit;
- e) Enter an order for attorney fees in the sum of \$3,000.00.

Respectfully submitted,

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