


Angie T. Davis, Clerk of Court
Georgia State-wide Business Court

IN THE GEORGIA STATE-WIDE BUSINESS COURT

Daniel Jensen,
Plaintiff,

v.

Ian Aros-Ponton,
Defendant.

COMPLAINT

COMES NOW Plaintiff, Daniel Jensen, and files this Complaint against Defendant, Ian Aros-Ponton, alleging as follows:

PARTIES

1. Plaintiff, Daniel Jensen, is an individual residing in the State of Georgia and is a co-founder of Total Hemp & CBD LLC, doing business as "THC Outlet."
2. Defendant, Ian Aros-Ponton, is an individual residing in the State of Georgia and is the purported sole member of Total Hemp & CBD LLC, contrary to the parties' agreement.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to O.C.G.A. § 15-5A-3, as this action involves claims for breach of contract, fraud, and seeks equitable relief including a declaratory judgment and partnership dissolution.
4. Venue is proper in this Court as the actions giving rise to this lawsuit occurred within the State of Georgia, and both parties are residents of Georgia.

FACTUAL ALLEGATIONS

5. On or about November 6, 2021, Defendant proposed a 50/50 business partnership to Plaintiff, which involved the formation of Total Hemp & CBD LLC, doing business as "THC Outlet."
6. Plaintiff and Defendant agreed verbally to form a 50/50 partnership, where Plaintiff would seed the retail business with inventory from his distribution company, and Defendant would handle the daily operations of the store.
7. Plaintiff invested in excess of \$40,000 of inventory to match Defendant's investment in the business, in reliance on their agreement.
8. Contrary to their agreement, Defendant formed a sole member LLC, excluding Plaintiff as a partner, and has since operated the business without Plaintiff's consent or involvement, in breach of their agreement.
9. Defendant has made threats against Plaintiff and changed locks and alarm codes to deny Plaintiff access to the business premises, further excluding him from the business.

COUNT I: BREACH OF CONTRACT

10. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.
11. Plaintiff and Defendant entered into a verbal agreement to form a 50/50 partnership in Total Hemp & CBD LLC.
12. Defendant breached this agreement by excluding Plaintiff as a partner and operating the business as a sole proprietorship.
13. As a direct and proximate result of Defendant's breach, Plaintiff has suffered damages in excess of \$40,000, the amount of his investment in the partnership.

COUNT II: FRAUD

14. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.
15. Defendant intentionally misrepresented his intentions to form a 50/50 partnership with Plaintiff, inducing Plaintiff to invest significant resources into the business.
16. Plaintiff justifiably relied on Defendant's representations and suffered damages as a result of Defendant's fraudulent conduct.

COUNT III: DECLARATORY JUDGMENT AND PARTNERSHIP DISSOLUTION

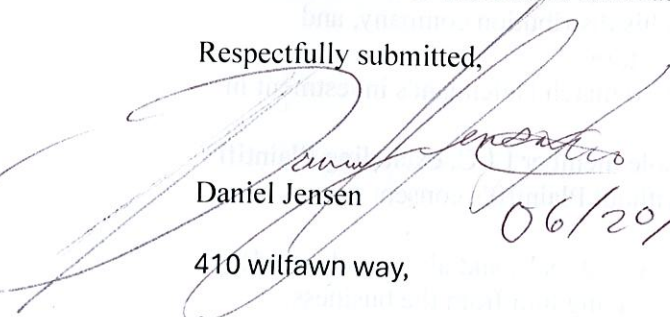
17. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.
18. Plaintiff seeks a declaratory judgment recognizing his rights as a 50% partner in Total Hemp & CBD LLC and an order dissolving the partnership under equitable terms.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Daniel Jensen, respectfully requests that this Court:

- A. Declare Plaintiff as a 50% partner in Total Hemp & CBD LLC;
- B. Order the dissolution of Total Hemp & CBD LLC and an equitable distribution of its assets;
- C. Award damages to Plaintiff in an amount to be determined at trial, but in excess of \$40,000;
- D. Award Plaintiff his costs and attorney's fees incurred in this action; and
- E. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,


Daniel Jensen

410 wilfawn way,

Avondale Estates, Georgia 30002

303-898-9486

06/20/2024