

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

ERVIN PARKER,

Plaintiff,

v.

**CARIBBEAN TRADERS INC., JOSE
MELENDEZ, MELENDEZ-DOE
CONJUGAL PARTNERSHIP, and
JOHN DOES I-X,**

Defendants.

CIVIL CASE NO. 12 - 1346 ()

Breach of Contract;
Collection of Monies Owed;
and Unjust Enrichment

COMPLAINT

TO THIS HONORABLE COURT

NOW APPEARS Plaintiff Ervin Parker (hereinafter “Parker”), by and through undersigned counsel and respectfully states, alleges and demands judgment as follows:

INTRODUCTION

1. This is an action for collection of monies owed by Defendant Caribbean Traders Inc. (hereinafter “CTI”) and/or Jose Melendez (hereinafter “Melendez”) to Parker resulting from Invoice No. 2083 for solar panels and related products. See Exhibit 1.
2. CTI and/or Melendez are liable to Parker in an amount of not less than **\$148,820.00 plus** 1.5% monthly interest, costs, expenses, post-judgment interest, and attorney’s fees.

JURISDICTION & VENUE

3. Plaintiff Parker is a resident and citizen of Nova Scotia, Canada and Defendants are

domiciled, incorporated and with their principal places of business in Puerto Rico and/or the United States of America; the matter in controversy exceeds the sum of Seventy Five Thousand Dollars (\$75,000), exclusive of interest and costs; and the Honorable Court has jurisdiction pursuant to 28 U.S.C. § 1332.

4. Puerto Rico is the proper venue since it is where a substantial part of the events or omissions giving rise to the claims occurred and/or Defendant is a citizen of Puerto Rico.

THE PARTIES

5. Plaintiff Parker is an individual who resides in and is a citizen of Nova Scotia, Canada who acquired the right to collect from Defendants CTI and/or Melendez for the amount owed on Invoice No. 2083 issued by RNW Holdings LLC.
6. Defendant CTI is organized and operated with its main place of business in Puerto Rico and is engaged in the business of purchasing and selling solar panels and related materials in Puerto Rico.
7. Defendant CTI has neglected corporate formalities and protocols and is the alter ego of Defendant Jose Melendez; hence, any corporate protection must be lifted and Melendez is personally liable for CTI's liabilities.
8. Defendant Jose Melendez is an individual who resides in and is a citizen of Puerto Rico who owns and/or operates and/or manages CTI and is engaged in the business of purchasing and selling solar panels and related materials in Puerto Rico.
9. Defendant Melendez-Doe Conjugal Partnership is a conjugal partnership formed by Jose Melendez and his fictitious wife, Jane Doe who are liable and responsible for any liability incurred by Jose Melendez in his personal capacity.

10. Defendants John Does I-X are fictitious individuals or entities, unknown to Plaintiff, which have acquired the legal duty to make a full or partial payment on Invoice No. 2083 or who are otherwise liable for full or partial payment of Invoice No. 2083.

GENERAL ALLEGATIONS

11. Defendants CTI and/or Melendez entered into an agreement to purchase solar panels and related materials from RNW Holdings, Inc. and/or Ryan Walker.
12. As a result of that agreement, an order was placed by CTI and/or Melendez for certain solar panels and related materials.
13. Invoice No. 2083, dated August 5, 2011 and generated by RNW Holdings LLC, identifies the solar panels and related materials ordered by CTI and/or Melendez, which totaled \$148,820.00. See Exhibit 1.
14. The materials and products described in Invoice No. 2083 were shipped to CTI and/or Melendez.
15. The materials and products described in Invoice No. 2083 were received by CTI and/or Melendez.
16. The materials and products described in Invoice No. 2083 were received by CTI and/or Melendez in good condition and free from defect.
17. The payment terms for Invoice No. 2083 were net 90 days. See Exhibit 1.
18. Via notice dated August 8, 2011, RNW Holdings LLC formally notified Defendant CTI and Melendez that all payments due on Invoice No. 2083 were to be paid directly to Ervin Parker. See Exhibit 2.
19. Melendez, the owner and/or operator and/or manager of CTI, signed and acknowledged

receipt of the August 8, 2011 notice. See Exhibit 2.

20. Defendants have failed to make any payment for Invoice No. 208 3 to RNW Holdings LLC.
21. Defendants have failed to make any payment for Invoice No. 2083 to Parker.
22. The payments owed for Invoice No. 2083 to Parker are past due.
23. Parker has not received any payments on Invoice No. 2083 and is owed \$148,820.00 plus 1.5% monthly interest, costs, expenses, and attorney's fees.
24. Defendants owe Parker the full amount of Invoice No. 2083 (\$148,820.00) plus 1.5% monthly interest, costs, expenses and attorney's fees.

FIRST CAUSE OF ACTION

25. The preceding allegations are included herein as if restated in full.
26. Defendant CTI and/or Melendez made an order for products from RNW Holdings LLC which are reflected in Invoice No. 2083.
27. RNW Holdings LLC provided the products to CTI and/or Melendez and invoiced CTI and/or Melendez accordingly.
28. The products provided were of good quality and free from defects.
29. The rights to enforce the agreement and collect on the amount owed for Invoice No. 2083 were acquired by Parker.
30. Defendants CTI and Melendez were notified and acknowledged that Parker acquired the rights to enforce the agreement and collect on the amount owed for Invoice No. 2083.
31. Defendants failed to pay for the products provided in Invoice No. 2083.
32. The payment period for Invoice No. 2083 has expired.

33. As a result of Defendants' failure to pay for the products provided, Defendants have breached their agreement and owe Plaintiff Parker the total amount of \$148,820.00 plus 1.5% monthly interest, costs, expenses, and attorney's fees.

SECOND CAUSE OF ACTION

34. The preceding allegations are included herein as if restated in full.
35. Defendant CTI and/or Melendez made an order for products from RNW Holdings LLC which are reflected in Invoice No. 2083.
36. RNW Holdings LLC provided the products to CTI and/or Melendez and invoiced CTI and/or Melendez accordingly.
37. The products provided were of good quality and free from defects.
38. Defendants CTI and Melendez were notified and acknowledged that Parker acquired the rights to collect on the amount owed for Invoice No. 2083.
39. Defendants failed to pay for the products provided in Invoice No. 2083.
40. The payment period for Invoice No. 2083 has expired.
41. By failing to pay Parker for the products provided to Defendant CTI and/or Melendez, Defendants have been unjustly enriched in the amount of \$148,820.00 and owes no less than \$148,820.00 to Parker.

CAUSE OF ACTION AGAINST JOHN DOES I-X

42. The preceding allegations are included herein as if restated in full.
43. Defendants John Does I-X are fictitious individuals or entities, unknown to Plaintiff, which have acquired the legal duty to make a full or partial payment on Invoice No. 2083 or who are otherwise liable for full or partial payment of Invoice No. 2083.

44. Given the fact that Parker has not received payment for the products provided in Invoice No. 2083, Defendants John Does I-X have breached their legal duty and/or otherwise owe Plaintiff Parker the total amount of \$148,820.00 plus 1.5% monthly interest, costs, expenses, and attorney's fees.

RELIEF SOUGHT

45. Defendants are jointly and severally liable to Plaintiff Ervin Parker in the total amount of \$148,820.00 plus 1.5% monthly interest, costs, expenses, post-judgment interest, and attorney's fees.

WHEREFORE, Plaintiff Ervin Parker respectfully requests that this Honorable Court enter judgment, jointly and severally, against Defendants Caribbean Trader Inc., Jose Melendez, Melendez-Doe Conjugal Partnership, and John Does I-X in the amount of no less than \$148,820.00 plus 1.5% monthly interest on the unpaid invoice, costs, expenses, attorneys fees, post-judgment interest and any other relief deemed appropriate by the Honorable Court.

RESPECTFULLY SUBMITTED

In San Juan, Puerto Rico on this 16th day of May, 2012.

INDIANO & WILLIAMS, P.S.C.

207 Del Parque St.

Third Floor

San Juan, Puerto Rico 00912

Tel: (787) 641-4545

Fax: (787) 641-4544

By: s/ David C. Indiano
David C. Indiano
USDC # 200601
david.indiano@indianowilliams.com

Exhibit 1

RNW HOLDENS LLC
 1795E 23 MILE RD
 PICKFORD, MI, 49774

Invoice

Date	Invoice #
05/08/2011	2083

Bill To
CARRIBEAN TRADERS INC JOSE MELENDEZ VIA 34 4 QNS VILLA FONTAN CAROLINA, 00983 PUERTO RICO

Ship To
CARRIBEAN TRADERS INC JOSE MELENDEZ VIA 34 4 QNS VILLA FONTAN CAROLINA, 00983 PUERTO RICO

P.O. No. Terms Rep Ship Via F.O.B. Project

 net 90 r 01/08/2011

Quantity	Item	Description	Price Each	Amount
65	EVERGREEN SO...	EVERGREEN 205W PANELS		
3	sb8000 us	sunny boy 6000	840.00	54,600.00
58	200W SOLAR PA...	200W SOLAR	6,500.00	19,500.00
4	sb8000 us	sunny boy 6000	840.00	48,720.00
			6,500.00	26,000.00

THIS INVOICE HAS BEEN SOLD TO ERVIN
 PARKER, PLEASE MAKE ALL PAYMENTS TO

ERVIN PARKER
 471 WOODVILLE RD
 NEWPORT, NS, B0N2A0
 PH-902-757-2707

WIRE PAYMENTS TO
 ERVIN PARKER
 BANK OF NOVA SCOTIA
 ACC# 809030020276324
 ROUTING# 026002532
 SWIFT CODE= NOSCUS33

X- Jose Melendez

Total \$148,820.00

Exhibit 2

RNW HOLDINGS LLC
1795E 23MILE RD
PICKFORD, MI, 49774

August 8, 2011

Carribbean Traders Inc
Via 34 4 gn5 villa fontan
Carolina, Puerto rico, 00983

Attention: Accounts Payable
Dear Business Colleague,

I am pleased to inform you that we have attained ERVIN PARKER to process invoice number _____
_____ 2083 _____. This will enable us to accommodate the growth and development of our business while
maintaining a high level of customer service.

As part of the program this invoice will be assigned to ERVIN PARKER and processed
through ERVIN PARKER therefore please mail payment directly to the address
below:

ERVIN PARKER
471 WOODVILLE RD
NEWPORT, NS, B0N2A0
WIRE PAYMENTS TO
ERVIN PARKER BANK PF NOVA SCOTIA
ACC# 809030020276324
ROUTING# 026002532
SWIFT CODE= NOSCUS33

This assignment has been duly recorded under the Uniform Commercial Code. Please make the proper
notations on your ledger and acknowledge receipt of this assignment by signing at the place provided and
fax a copy to 705-256-5929. Payment to any other party or address will not
constitute payment. A hard copy will be made available to you at your request. This notice and
instructions herein will remain in full force and effect until you are notified to the contrary in a
writing signed by ERVIN PARKER _____.

Should you have any questions concerning this letter or your billing, please feel free to call me at the
below listed number. Thanking you in advance for your cooperation, I remain.

Sincerely,
Ryan Walker
RNW HOLDINGS LLC
AGREED AND ACCEPTED by

CARRIBBEAN TRADERS INC

Signed: José Melendez

By: José Melendez - Manager
(Print Name and Title)

Phone: 1-787-962-1717

787-532-5563

Fax: _____