



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-12-523731

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COMPLAINT

JOSEPH CONNELLY VS. COLLEEN HOLLAND et al

001C03852931

Instructions:

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SAN FRANCISCO

16 JOSEPH CONNELLY,
17 Plaintiff,

18 vs.

19 COLLEEN HOLLAND, and DOES 1
20 through 20, inclusive
21 Defendants.

Case No. CGC-12-523731

FIRST AMENDED COMPLAINT FOR:

1. DECLARATORY RELIEF
2. QUIET TITLE
3. PARTITION
4. BREACH OF CONTRACT
5. FRAUD
6. CONVERSION
7. CONSTRUCTIVE TRUST

JURY TRIAL DEMANDED

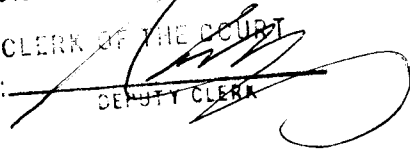
22 Plaintiff Joseph Connelly alleges as follows:

23 PARTIES

- 24 1. Plaintiff Joseph Connelly is a natural person residing in the County of San
25 Francisco, State of California.
- 26 2. Defendant Colleen Holland is a natural person who, on information and
27 belief resides in the County of San Francisco, California.

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

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CLERK OF THE COURT
BY:  DEPUTY CLERK

3. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 20, inclusive, and therefore sues these Defendants by these fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by those Defendants.

4. Plaintiff is informed and believes, and thereon alleges that at all times material to this complaint, each of the Defendants, is and was acting as the agent, servant, employee and representative of, and with the knowledge, consent and permission of, and in conspiracy with, each and all of the Defendants and within the course, scope and authority of that agency, service, employment, representation, and conspiracy. Plaintiff further alleges on information and belief that the acts of each of the Defendants were fully ratified by each and all of the Defendants. Specifically, and without limitation, Plaintiff alleges on information and belief that the actions, failures to act, breaches, conspiracy, and misrepresentations alleged herein attributed to one or more of the specific Defendants were approved, ratified, and done with the cooperation and knowledge of each and all of the Defendants.

GENERAL ALLEGATIONS

5. In or about January 1996, Plaintiff founded the Syracuse Area Vegetarian Education Society (“SAVES”) and began publishing a high-quality newsletter called “The SAVES Paper.” SAVES and The SAVES Paper are collectively referred to herein as the “SAVES Businesses.” Plaintiff was successful with the SAVES Businesses and desired to expand the businesses from regional to national.

6. In or about July 1999, Plaintiff and Defendant met and became friends. Plaintiff's and Defendant's relationship developed into a romantic relationship in or about October 1999.

7. In or about early 2000, Plaintiff moved to San Francisco where Defendant

1 was already living. Plaintiff moved to San Francisco in order to expand the SAVES
2 Businesses and to expand the romantic relationship between himself and Defendant.

3 8. Prior to moving to California, Plaintiff began the transformation of SAVES
4 into The Vegan News Network and The SAVES Paper into "VegNews." The Vegan News
5 Network and VegNews, as well as "VegNews Magazine," "VegNews Media,"
6 VegVacations," and the website www.vegnews.com, are collectively referred to herein as
7 the "VegNews Businesses."

8 9. On or about July 1, 2000, Plaintiff published the first issue of "VegNews"
9 ("Issue #1"). The masthead of Issue #1 identified Plaintiff as Editor. Defendant is listed on
10 the Issue #1 masthead as the Advertising Manager.

11 10. At the time Plaintiff converted VegNews, he and Defendant were living
12 together in a committed romantic relationship.

13 11. At the time Plaintiff launched VegNews, Defendant appeared very
14 committed to the romantic relationship between Plaintiff and Defendant. Defendant also
15 appeared to believe in Plaintiff's vision for VegNews and worked alongside Plaintiff,
16 using her marketing talents and skills as an employee of VegNews in an effort to help
17 Plaintiff make VegNews successful.

18 12. Plaintiff was always the sole owner and founder of VegNews, and all related
19 businesses (The Vegan News Network, VegNews Media, VegVacations). Plaintiff is also
20 the sole owner of the business' website: www.vegnews.com. Plaintiff trademarked, and
21 solely owns, the trademark for "VegNews."

22 13. Defendant was always an employee of VegNews and all related businesses.
23 Defendant was never an owner of VegNews or any related business. Defendant was not a
24 founder of VegNews or any related business.

25 THE PARTIES BUY A HOUSE TOGETHER

26 14. In or about 2004, Plaintiff and Defendant decided to buy the house they
27 were living in (hereinafter referred to as the "House").

28 15. Plaintiff, due to financial circumstances resulting from an earlier divorce,

1 did not qualify for the most advantageous mortgage interest rates then available. The real
2 estate professionals advising Plaintiff and Defendant advised them to conduct the
3 purchase of the House in Defendant's name only. Plaintiff and Defendant agreed with this
4 advice and Defendant alone applied for the mortgage they agreed both would repay.

5 16. Plaintiff and Defendant did not have enough money to make the down
6 payment toward the purchase price of the House. Plaintiff's mother and father gave
7 Plaintiff a total of \$37,000 for the down payment. Of that amount, \$20,000 was a gift to
8 Plaintiff and \$17,000 was a loan that Plaintiff and Defendant agreed to pay back. Later,
9 Plaintiff's parents forgave the \$17,000 loan and retroactively made the entire \$37,000 a
10 gift to Plaintiff.

11 17. Throughout the life of the mortgage, Plaintiff and Defendant contributed
12 equally to paying the mortgage and all associated costs, such as the homeowner's
13 insurance premiums and property taxes.

14 18. In the ensuing years, Plaintiff has asked Defendant several times to put his
15 name on the title to the House they co-own, but Defendant has refused.

16 VEG NEWS BUYS VEG WEB

17 19. In late 2008 or early 2009, Defendant came to Plaintiff and suggested that
18 VegNews buy a popular vegetarian recipe website called "VegWeb." Plaintiff agreed with
19 Defendant that the VegWeb recipe website would be an excellent compliment to
20 VegNews. In particular, both enterprises had the same readers/customers and therefore,
21 many of the advertisers who were already advertising with VegNews would quite possibly
22 be interested in advertising on VegWeb, and vice versa. In addition, The VegNews staff
23 could likely very easily run VegWeb from the VegNews offices with only a small increase
24 in overhead.

25 20. Plaintiff and Defendant expected the purchase price for VegWeb to be
26 approximately \$175,000, with approximately \$100,000 required as a down payment, and
27 the remainder to be paid in installments. Defendant's mother was willing to loan
28 VegNews the money needed for the down payment.

1 21. In or about early 2009, the owner of VegWeb agreed to sell VegWeb to
2 VegNews.

3 22. Plaintiff engaged an attorney to handle the legal matters necessary to
4 purchasing VegWeb. One of the legal matters this attorney handled was the formation of a
5 California limited liability company, named VegWeb, LLC. VegWeb LLC was formed to
6 be the legal entity to purchase VegWeb for VegNews.

7 23. On or about June 16, 2009, VegNews, by and through VegWeb LLC,
8 bought VegWeb. On or about that date, Defendant sent out an email to approximately 45
9 people announcing that VegNews had bought VegWeb.

10 24. On the date of the closing of the purchase of VegWeb, Plaintiff and
11 Defendant were both in the closing. Without any warning or prior discussion, Defendant
12 quietly passed a document to Plaintiff. Plaintiff examined the document and discovered
13 that Defendant was trying to get him to sign away all rights to VegWeb. Plaintiff was
14 shocked and of course refused to sign the document. The next day, Plaintiff received a
15 phone call from his attorney who had drafted the document at Defendant's direction.
16 Plaintiff's attorney called to apologize and to tell Plaintiff that Defendant had represented
17 to him that Plaintiff wanted to sign away his rights to VegWeb. That was not the case.

18 THE PARTIES ROMANTIC RELATIONSHIP FALLS APART

19 25. In or about January 2012, the romantic relationship between Plaintiff and
20 Defendant became irreparably broken. The relationship had been experiencing difficulties
21 for five or six years leading up to this date.

22 26. The relationship began experiencing difficulties in or about 2006 or 2007
23 when Plaintiff was singled out for a lifetime achievement award as the founder of
24 VegNews. Defendant became outraged that she was not considered a "co-founder" of
25 VegNews.

26 27. Plaintiff and Defendant attempted to resolve their differences via mediation,
27 but that was unsuccessful.

28 ///

1 FIRST CAUSE OF ACTION
2 DECLARATORY RELIEF

3 28. Plaintiff hereby incorporates each and every allegation of the preceding
4 paragraphs as though fully set forth herein.

5 29. An actual controversy has arisen and now exists between Plaintiff and
6 Defendant concerning their respective rights and duties in that Plaintiff contends (a) he is
7 the sole owner of VegNews, (b) that VegWeb is an asset of VegNews, and (c) that he and
8 Defendant are co-owners of the House they bought, but their ownership is not equal due to
9 Plaintiff having provided the \$37,000 down payment for the House. Defendant disputes
10 these contentions and contends that (a) she and Plaintiff are co-owners of VegNews, (b)
11 that she is the sole owner of VegWeb, and (c) that Plaintiff has no claim to the House.

12 30. Plaintiff desires a judicial determination of his rights and duties, and a
13 declaration as to his sole ownership of VegNews, as to the ownership of VegWeb by
14 VegNews, and as to his co-ownership of the House, including credit for the \$37,000 down
15 payment he provided.

16 31. A judicial declaration is necessary and appropriate at this time under the
17 circumstances in order that Plaintiff and Defendant may ascertain their respective rights
18 and duties in regard to VegNews, VegWeb and the House. Plaintiff's and Defendant's
19 romantic relationship is over and they can no longer live or work together and need to
20 separate their assets and liabilities, including the House and mortgage and they have been
21 unable to do so on their own without judicial intervention.

22
23 SECOND CAUSE OF ACTION
24 QUIET TITLE

25 32. Plaintiff hereby incorporates each and every allegation of the preceding
26 paragraphs as though fully set forth herein.

27 33. Plaintiff and Defendant are tenants in common of certain real property,
28 commonly known as 2471 43rd Avenue, San Francisco, CA 94116, and more particularly

described as follows:

COMMENCING at a point on the Westerly line of 43th Avenue, distant thereon 150 feet Northerly from the Northerly line of Ulloa Street; running thence Northerly along the Easterly line of 43th Avenue 25 feet; thence at a right angle westerly 120 feet; thence at a right angle Southerly 25 feet; then at a right angle Easterly 120 feet to the Westerly line of 43th Avenue and the point of commencement.

BEING a portion of Outside Land Block No. 1154.

34. The money for the down payment of \$37,000 for the purchase of the property was provided by Plaintiff.

35. The basis of Plaintiff's title is his payment of one half of all mortgage payments, plus all other expenses, including but not limited to homeowner's insurance policy premiums and property taxes, since the inception of the mortgage, Plaintiff having made those payments pursuant to an agreement with Defendant and acknowledgment thereof with Defendant that he and Defendant were tenants in common of the property.

36. Plaintiff is informed and believes and on such information and belief alleges that Defendant claims an interest adverse to Plaintiff's in the above described property because only her name is on the title to the property.

37. Plaintiff is seeking to quiet title against the claims of Defendant as follows:

(a) Deed Recorded July 22, 2004 (Recorder's Document #H771843) from Sam Freedman to Colleen Holland and Helena Czajkowski; and

(b) Deed Recorded February 28, 2007 (Recorder's Document #I344906) from Helena Czajkowski to Colleen Holland.

38. Plaintiff seeks to quiet title as of July 22, 2004.

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THIRD CAUSE OF ACTION

PARTITION

39. Plaintiff hereby incorporates each and every allegation of the preceding paragraphs as though fully set forth herein.

40. The subject of this action is certain real property situated in San Francisco County, California.

41. The real property is commonly known as 2471 43rd Avenue, San Francisco, CA 94116, and more particularly described as follows:

COMMENCING at a point on the Westerly line of 43th Avenue, distant thereon 150 feet Northerly from the Northerly line of Ulloa Street; running thence Northerly along the Easterly line of 43th Avenue 25 feet; thence at a right angle westerly 120 feet; thence at a right angle Southerly 25 feet; then at a right angle Easterly 120 feet to the Westerly line of 43th Avenue and the point of commencement.

BEING a portion of Outside Land Block No. 1154.

42. The Property was purchased by Plaintiff and Defendant on or about July 22, 2004, with Plaintiff providing the \$37,000 down payment. The purchase was financed through Bank of America with a mortgage in the approximate amount of \$327,000. Since the inception of the mortgage, Plaintiff and Defendant have each paid one-half of every mortgage payment, plus one half of all related expenses, including but not limited to the homeowner's insurance policy premiums and property taxes.

43. By virtue of having paid one-half of all mortgage payments, plus credit, including appreciation, for the \$37,000 down payment provided by him, Plaintiff, is the owner of an undivided interest greater than one-half in the above-mentioned property, which property is co-owned concurrently by Defendant, and which Plaintiff reasonably believes will be materially affected by this action.

44. Defendant wrongfully claims to be the sole owner of the property because

1 only her name is on the title to the property.

2 45. Plaintiff designates all persons unknown claiming any interests in the
3 property as defendants DOES 1- 20 inclusive.

4 46. The liens and encumbrances on the property appearing of record or
5 otherwise known to Plaintiff or apparent from an inspection of the property and that
6 Plaintiff reasonably believes will be materially affected by this action are as follows:

7 (a) Deed of Trust recorded February 26, 2010 (Recorder's Document #I932120)
8 held by Bank of America;

9 (b) Deed of Trust recorded February 28, 2007 (Recorder's Document #I344907)
10 held by Bank of America;

11 (c) Deed of Trust recorded July 22, 2004 (Recorder's Document #H771845)
12 held by Bank of America; and

13 (d) Deed of Trust recorded July 22, 2004 (Recorder's Document #H771844)
14 held by Bank of America.

15 47. This action is brought and partition is sought herein, for the common benefit
16 of the parties, to preserve and secure to each of them his/her respective interest and rights
17 in the property, and Plaintiff has incurred, and will incur, costs of partition herein,
18 including reasonable attorney's fees, for the common benefit of the parties hereto, in an
19 amount not yet ascertainable.

20
21 **FOURTH CAUSE OF ACTION**

22 **BREACH OF CONTRACT**

23 48. Plaintiff hereby incorporates each and every allegation of the preceding
24 paragraphs as though fully set forth herein.

25 49. In or about early 2000, Plaintiff transformed his regional SAVES
26 Businesses, into his national VegNews Businesses. Around the same time, Plaintiff and
27 Defendant, who were living together but were not married, entered into an oral agreement
28 whereby Plaintiff agreed to employ Defendant as the marketing manager of the VegNews

1 Businesses and Defendant agreed to work as an employee of Plaintiff's VegNews
2 Businesses. The agreement between Defendant and VegNews included and includes an
3 agreement not to compete.

4 50. Plaintiff has performed all conditions, covenants, and promises required on
5 his part to be performed in accordance with the terms and conditions of the contract in that
6 he has paid Defendant a salary for her work for his VegNews Businesses.

7 51. In or about January 2012, Defendant breached the oral agreement by
8 representing that she was a co-founder and co-owner of VegNews and the sole owner of
9 VegWeb.

10 52. Plaintiff has suffered damages in a sum which is presently unknown, but
11 which Plaintiff is informed and believes is not less than \$4,500,000, together with interest
12 on such damages, all in accordance with proof.

13
14 FIFTH CAUSE OF ACTION

15 FRAUD

16 53. Plaintiff hereby incorporates each and every allegation of the preceding
17 paragraphs as though fully set forth herein.

18 54. Defendant made the following representations to Plaintiff:

19 (a) That Plaintiff was the sole founder and owner of VegNews and the
20 VegNews Businesses, and that Defendant was an employee of VegNews and the
21 VegNews Businesses, not a co-founder or co-owner.

22 (b) That in working on the purchase of VegWeb by VegNews,
23 Defendant, as an employee and agent of VegNews, would not take any action(s) adverse
24 to the interests of VegNews.

25 (c) That Defendant and Plaintiff were buying and did buy the House on
26 43rd Avenue together even though the mortgage and deed were in Defendant's name
27 alone.

28 (d) That Plaintiff's payment of one-half of all mortgage payments and

1 one-half of all related expenses, including but not limited to homeowner's insurance
2 policy premiums and property taxes, was part of her agreement with Plaintiff that they
3 were co-owners of the House on 43rd Avenue.

4 (e) That the \$37,000 gift from Plaintiff's parents to Plaintiff that was
5 used for the down payment on the House on 43rd Avenue entitles Plaintiff to a greater than
6 50% share of the House.

7 55. Defendant's misrepresentations initially were false by omission. Defendant
8 did not reveal to Plaintiff that she secretly believed that she was a co-founder and co-
9 owner of VegNews, that she was the sole owner of VegWeb and that Plaintiff is not a co-
10 owner of the House they bought. Later, Defendant began to make direct
11 misrepresentations to Plaintiff and others that misstated Defendant's ownership, or lack
12 thereof, in regard to the Plaintiff's businesses and the House they bought together.

13 56. When Defendant represented that she understood the truth about her lack of
14 ownership interests in Plaintiff's businesses and the House, as set forth above, she knew
15 those representations to be false and made those representations with the intention to
16 deceive and defraud Plaintiff and to induce Plaintiff to act in reliance on those
17 representations in the manner hereinafter alleged, or with the expectation that Plaintiff
18 would so act.

19 57. Plaintiff, at the time these representations were made by Defendant and at
20 the time Plaintiff took the actions herein alleged, was ignorant of the falsity of the
21 Defendant's representations and believed them to be true. In reliance on these
22 representations, Plaintiff was induced to and did trust Defendant and was therefore not
23 concerned with reducing certain obvious things to written agreements, such as his sole
24 ownership of VegNews and the VegNews Businesses, VegNews' ownership of VegWeb
25 and his co-ownership of the House, including the \$37,000 gift he received from his
26 parents. Had Plaintiff known what Defendant secretly believed and that Defendant
27 intended to challenge Plaintiff's ownership of the VegNews Businesses and VegWeb, plus
28 Plaintiff's interest in the House they bought together, he would have made sure that

1 everything was in writing prior to allowing Defendant to participate in his businesses and
2 prior to buying the House with Defendant. Plaintiff's reliance on Defendant's
3 representations was justified because he and Defendant were in a committed romantic
4 relationship and he trusted that he knew her and that she was being honest with him.

5 58. Throughout the period of time Plaintiff was negotiating for VegNews to
6 purchase VegWeb, Defendant was working on those negotiations in her capacity as an
7 employee and agent of VegNews and was on the VegNews payroll and being paid by
8 VegNews. During that time, Defendant represented to Plaintiff that she was working on
9 the purchase of VegWeb on behalf of VegNews and that she was not taking any action(s)
10 adverse to the interests of VegNews. There were competitors of VegNews who were also
11 attempting to purchase VegWeb. Plaintiff, as owner of VegNews, believed that
12 purchasing VegWeb was a very important business acquisition for VegNews and that
13 VegNews as a business would be damaged if a competitor bought VegWeb.

14 59. Despite Defendant being an employee and agent of VegNews and being
15 paid by VegNews, and despite Defendant's representations to Plaintiff and without
16 Plaintiff's knowledge, approval or consent, Defendant was secretly attempting to purchase
17 VegWeb for herself.

18 60. On information and belief, Defendant inserted her own name onto the
19 VegWeb LLC documents as an owner even though she was always working on the
20 purchase of VegWeb as an employee and agent of VegNews. During the closing of the
21 sale of VegWeb to VegNews, Defendant attempted to get Plaintiff to sign away his rights
22 to VegWeb. Plaintiff refused to do so.

23 61. As a proximate result of the fraudulent conduct of Defendant as herein
24 alleged, Plaintiff was damaged in that he now has to bring this action for declaratory relief
25 and expend money on attorneys fees. In addition, Plaintiff has suffered mental and
26 emotional distress over these issues and has had his reputation called into question in the
27 vegan community by Defendant's statements and actions.

28 62. Plaintiff has suffered damages in a sum which is presently unknown, but

1 which Plaintiff is informed and believes is not less than \$4,500,000, together with interest
2 on such damages, all in accordance with proof.

3 63. In doing the acts herein alleged, Defendant used her position of trust at
4 VegNews and the trust Plaintiff placed in her because of their personal relationship
5 against Plaintiff and secretly plotted to fraudulently acquire title to the House they bought
6 together, to ownership of VegWeb and/or co-ownership of VegNews and the VegNews
7 Businesses. In doing so Defendant acted with oppression, fraud, and malice, and Plaintiff
8 is entitled to punitive damages.

9
10 SIXTH CAUSE OF ACTION

11 CONVERSION

12 64. Plaintiff hereby incorporates each and every allegation of the preceding
13 paragraphs as though fully set forth herein.

14 65. At all times herein mentioned, Plaintiff was, and still is, the sole owner of
15 VegNews and the VegNews Businesses. At all times herein mentioned, VegNews was,
16 and still is, the sole owner of VegWeb. Plaintiff, by virtue of his sole ownership of
17 VegNews and the VegNews Businesses, is entitled to possession of the following
18 property: all assets of and income derived from VegWeb from the time it was acquired by
19 VegNews.

20 66. Since the purchase of VegWeb by VegNews, on or about June 16, 2009,
21 VegWeb has produced income, which income is the property of Plaintiff by virtue of his
22 sole ownership of VegNews and the VegNews Businesses. Despite Plaintiff's legal right
23 to the income and assets of VegWeb, Defendant has wrongfully exercised dominion and
24 control over the income and assets of VegWeb and has taken the income generated from
25 VegWeb and kept same for her own use.

26 67. The above mentioned income has a value of not less than \$650,000. Plaintiff
27 is unable to state a sum certain because Defendant, in addition to converting the income
28 and assets of VegWeb for her own use, is exercising dominion and control over the

1 business records of VegWeb and denying Plaintiff access to such records.

2 68. Without Plaintiff's consent or authorization, Defendant intentionally took
3 possession of the income derived from VegWeb from the time it was acquired by
4 VegNews.

5 69. As a proximate result of Defendant's conversion of the above-mentioned
6 property, Plaintiff has suffered damages in an amount to be determined at the time of trial,
7 but not less than \$650,000.

8 70. In doing the acts herein alleged, Defendant acted with oppression, fraud, and
9 malice. Specifically, Defendant made material misrepresentations to Plaintiff in regard to
10 her actions and intentions during the negotiation for the purchase of VegWeb by
11 VegNews and the VegNews Businesses. Contrary to Defendant's misrepresentations to
12 Plaintiff, Defendant intended to attempt to wrongfully acquire VegWeb for herself not for
13 VegNews and the VegNews Businesses. Plaintiff justifiably relied on Defendant's
14 misrepresentations and believed Defendant was acting as a loyal employee of VegNews
15 and the VegNews Businesses. Defendant knew or should have known that based on her
16 personal and professional relationships with Plaintiff, Plaintiff was relying on her
17 misrepresentations and was unaware of her hidden motives which were adverse to the best
18 interests of Plaintiff, VegNews and the VegNews Businesses. Based on this oppression,
19 fraud and malice, Plaintiff is entitled to punitive damages.

20
21 SEVENTH CAUSE OF ACTION

22 CONSTRUCTIVE TRUST

23 71. Plaintiff hereby incorporates each and every allegation of the preceding
24 paragraphs as though fully set forth herein.

25 72. On or about June 16, 2009, VegNews bought VegWeb. On or about that
26 date, Defendant sent out an email to approximately 45 people announcing that VegNews
27 had bought VegWeb. Defendant, in her capacity as an employee of VegNews and the
28 VegNews Businesses, worked on the purchase of VegWeb for VegNews. At that time,

1 Plaintiff and Defendant were involved in a romantic relationship and had been so involved
2 since 1999. Plaintiff and Defendant were living together in the House they bought
3 together. Plaintiff trusted Defendant. Defendant misrepresented to Plaintiff that her
4 actions were not contrary to the interests of Plaintiff, VegNews and the VegNews
5 Businesses. Nevertheless, the Defendant secretly intended to attempt to wrongfully
6 acquire VegWeb for herself and contrary to the business interests of Plaintiff, VegNews
7 and the VegNews Businesses. Plaintiff was unaware of Defendant's true motives and
8 intentions and instead justifiably relied on Defendant's misrepresentations.

9 73. Since the purchase of VegWeb by VegNews, on or about June 16, 2009,
10 Defendant has exercised dominion and control over the assets, income and business
11 records of VegWeb, denying Plaintiff access to same and converting the income of
12 VegWeb to Defendant's personal use and possession, in an amount in excess of \$650,000,
13 which amount Plaintiff will ascertain in the course of discovery. All of the income of
14 VegWeb that Defendant has converted to her personal use and possession belongs to
15 Plaintiff in his capacity as sole owner of VegNews and the VegNews Businesses.

16 74. By virtue of Defendant's wrongful acts, she holds the converted funds, in an
17 amount in excess of \$650,000 as a constructive trustee for the benefit of Plaintiff.

18 75. Plaintiff has repeatedly requested that Defendant provide him with a
19 statement of all sums of VegWeb income.

20 76. Defendant has refused, and continues to refuse, all of Plaintiff's requests for
21 information concerning the income of VegWeb since VegNews acquired VegWeb.

22 77. Plaintiff does not know the amount of VegWeb income since VegWeb was
23 acquired by VegNews and an accounting is necessary to determine this amount given the
24 complex nature of the account, given that the income and expenses of VegWeb and
25 VegNews have been co-mingled.

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1 WHEREFORE, Plaintiff Joseph Connelly prays judgment against Defendant
2 Colleen Holland as follows:

3
4 FIRST CAUSE OF ACTION

5 Declaratory Relief

6 1. For a declaration that Plaintiff is the sole owner of VegNews and all
7 VegNews Businesses; that VegNews owns VegWeb; and that Plaintiff is a co-owner of
8 the house located at 2471 43rd Avenue, San Francisco, CA 94116, and that Plaintiff's
9 interest in the house includes the \$37,000 gift his parents gave to him;

10 2. For issuance of a restraining order, preliminary injunctions, and permanent
11 injunction restraining and enjoining Defendant from taking any action(s) adverse to
12 Plaintiff's position as the sole owner of VegNews and all VegNews Businesses, including
13 VegWeb and as co-owner of the house located at 2471 43rd Avenue, San Francisco, CA
14 94116;

15 3. For costs of suit; and

16 4. For such other and further relief as the court deems proper.

17
18 SECOND CAUSE OF ACTION

19 Quiet Title

20 1. For a judgment that Plaintiff and Defendant are tenants in common of the
21 property and that in addition to an undivided one-half interest in the property Plaintiff is
22 entitled to credit, including appreciation, for providing the \$37,000 down payment on the
23 property;

24 2. For costs of suit; and

25 3. For such other and further relief as the court deems proper.

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THIRD CAUSE OF ACTION

Partition

1. For partition in kind and/or by sale of the present and future interests in the property according to the respective rights of the parties hereto;

2. That the costs of partition, and of this action, including reasonable counsel fees expended by Plaintiff for the common benefit, fees and expenses of referees, and other disbursements be ordered paid by the parties respectively entitled to share in the lands divided, in proportion to their respective interest therein and more particularly that Plaintiff be reimbursed for sums advanced in this regard beyond his just proportion thereof, and that the costs be included and specified in the judgment and become a lien on the several shares of the parties;

3. For such other and further relief as the court may deem proper.

FOURTH CAUSE OF ACTION

Breach of Contract

1. For damages in excess of \$4,500,000;

2. For costs of suit; and

3. For such other and further relief as the court deems proper.

FIFTH CAUSE OF ACTION

Fraud

1. For damages in excess of \$4,500,000;

2. For costs of suit;

3. For punitive damages;

4. For attorney's fees; and

5. For such other and further relief as the court deems proper.

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1 SIXTH CAUSE OF ACTION

2 Conversion

- 3 1. For monetary damages;
- 4 2. For costs of suit;
- 5 3. For punitive damages;
- 6 4. For attorney's fees; and
- 7 5. For such other and further relief as the court deems proper.
- 8

9 SEVENTH CAUSE OF ACTION

10 CONSTRUCTIVE TRUST

- 11 1. For an order declaring that Defendant holds the income of VegWeb
- 12 described above in trust for Plaintiff;
- 13 2. For an order compelling Defendant to convey to Plaintiff the income of
- 14 VegWeb;
- 15 3. For an order granting possession of the income of VegWeb to the Plaintiff;
- 16 4. For an order preliminarily enjoining Defendant and her agents, servants, and
- 17 employees, and all persons acting under, in concert with, or for her from disposing of in
- 18 any way the income and/or assets of VegWeb;
- 19 5. For an accounting of all monies owing to Plaintiff;
- 20 6. For damages in the amount of all monies found owing to Plaintiff;
- 21 7. For such other and further relief as the court deems proper.
- 22

23 Dated: November 26, 2012

ZELNER & KARPEL

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25 Donald E. Karpel, Esq.,
26 Attorney for Plaintiff, Joseph Connelly

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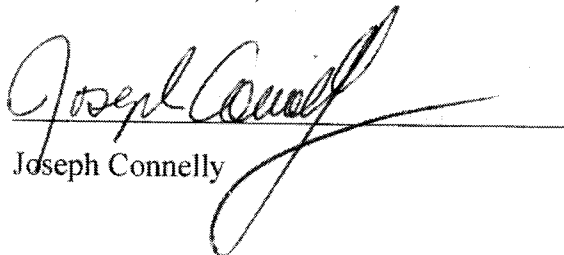
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VERIFICATION

I am a party to this action, and I have read the foregoing First Amended Complaint and know its contents. The matters stated in the First Amended Complaint are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 26, 2012, at San Francisco, California.


Joseph Connelly