

CONTRACTS

BREACH OF CONTRACT Commission

BENCH DECISION: Defense.

CASE/NUMBER: J.C. Uni-Tec Inc. v. Alugupalli Satyanaryan Naidu, Naidu L.P. / KC049028.

COURT/DATE: Los Angeles Superior Pomona / Jan. 31, 2008.

JUDGE: Hon. Robert A. Dukes.

ATTORNEYS: Plaintiff - Ali Parvaneh, Michael C. Robinson (Madison & Harbor APLC, Irvine).

Defendant - Michael J. Olecki (Grodsky & Olecki, LLP, Santa Monica).

TECHNICAL EXPERTS: Defendant - Albert H. Lyter III, Ph.D., forensic ink analysis, Raleigh, N.C.; Robert W. Wunderlich, Ph.D., economics, Los Angeles.

FACTS: Plaintiff J.C. Uni-Tec Inc. claimed it was entitled to recover a perpetual commission of either 10 percent or 5 percent on all sales the defendants made to a third-party. The plaintiff claimed to be owed these commissions, because the plaintiff claimed that, in late 2003 and early 2004, the plaintiff and Dr. Alugupalli Satyanaryan Naidu entered into an oral contract. The plaintiff asserted that, pursuant to the agreement, the plaintiff agreed to introduce Dr. Naidu to a third-party and arrange meetings for Dr. Naidu with the third-party's "decision makers" for the purpose of discussing Dr. Naidu's products. The plaintiff also claimed Dr. Naidu agreed not to deal directly with the third-party regarding business transactions, but to go through plaintiff instead.

Dr. Naidu denied that there was any contract, denied that plaintiff had anything to do with Dr. Naidu's sales or success, and claimed that plaintiff was simply trying to extort funds given plaintiff's recent business failures.

SETTLEMENT DISCUSSIONS: The plaintiff demanded \$450,000 the day before trial. The defendants never made a settlement offer.

RESULT: The trial judge granted the defendants' motion for a directed verdict.

OTHER INFORMATION: The plaintiff brought a motion for new trial, which was denied.

FILING DATE: Sept. 8, 2006.

VERDICTS & SETTLEMENTS

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FRIDAY, MAY 16, 2008