

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JOHN A. BLAZI
and GREENWICH COFFEE, LLC

: CIVIL ACTION

Plaintiffs

VS.

JASON WAGONER, Pro Se
and NICHOLAS DEGRAZIA, Pro Se

: NO: 308CV01441 CFD

: October 20, 2008

ANSWER PRESENTING DEFENSES UNDER RULE 12(B)

FIRST AFFIRMATIVE DEFENSE

The complaint fails to state a claim against defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Court lacks subject matter jurisdiction

THIRD AFFIRMATIVE DEFENSE

Defendants ADMIT the allegation contained in paragraph 3 of the complaint; Admits first part of allegation in paragraph 4 pertaining to residency and denies remainder; DENIES KNOWLEDGE OR INFORMATION sufficient enough to form a belief in paragraphs 1, 2, 5, 7, 8, 9, 11, 16, 17, 20 and 22; and DENIES paragraphs 6, 10, 12, 13, 14, 15, 18, 19, 23, 24, 25 and 27 through 40.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs have willfully and maliciously failed to notice the honorable Court that the plaintiffs prior to the onset of this action has an identical prior action pending against defendants Wagoner and DeGrazia in SUPERIOR COURT, J D OF WATERBURY at WATERBURY, CT seeking the same relief. (See Exhibit A.)

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs John Blazi and Greenwich Coffee, LLC has willfully and intentionally misled the honorable court by acting in bad faith, leading this court into believing that this action is over trademark infringement, when in fact it is about nothing more than a partnership dispute between the parties and has nothing to do with the allegations set forth herein. (see exhibit b annexed herein)

SIXTH AFFIRMATIVE DEFENSE

Plaintiff John Blazi has repeatedly used his law firm, associates of his firm and his authority as an officer of the court to systematically cause irreparable harm both financially and in character to both defendants Wagoner and DeGrazia full well knowing that multiple litigation costs could financially devastate both defendants. Once again Blazi has acted in a tortious manner towards defendants and has caused severe economic interference and hardship due to his malicious conduct of using the court system to file numerous frivolous and baseless actions causing further harm to defendants. (see exhibits a & d annexed herein)

October 20, 2008
at Woodbury, CT

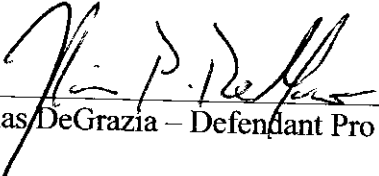

Nicholas DeGrazia – Defendant Pro Se

Exhibit A

RETURN DATE: MARCH 18, 2008	:	SUPERIOR COURT
GREENWICH COFFEE, LLC	:	J.D. OF WATERBURY
VS.	:	AT WATERBURY
NICHOLAS DeGRAZIA, JASON WAGONER and NANCY DeGRAZIA	:	FEBRUARY 21, 2008

**APPLICATION FOR ORDER TO SHOW CAUSE
AND FOR TEMPORARY RESTRAINING ORDER**

TO THE SUPERIOR COURT FOR THE JUDICIAL DISTRICT OF WATERBURY:

The undersigned represents that:

1. Greenwich Coffee, LLC is about to commence an action against NICHOLAS DeGRAZIA, JASON WAGONER and NANCY DeGRAZIA, all of 50 Pilgrim Trail, Woodbury, Connecticut, pursuant to the attached Writ, Summons, Complaint, Order to Show Cause and Temporary Restraining Order, Order for Temporary Injunction and Verification.
2. The defendants, individually and in concert, are deliberately obstructing, hindering or otherwise interfering with the plaintiff's computer point-of-sale and credit card and gift card systems for the plaintiff's coffee shop business, all as more particularly enumerated in the Verified Complaint, attached hereto and filed of even date herewith.
3. The defendants' actions pose the threat of irreparable injury to the plaintiff, namely by permanently damaging its relationship with its customer base for the plaintiff's coffee

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 SUPERIOR COURT
 JUDICIAL DISTRICT OF WATERBURY
 WATERBURY, CT

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 Attorneys at Law
 Juris No. 12592

shop business in Cheshire, specifically by denying access to the computer system that enables the plaintiff's patrons to utilize their prepaid gift cards to purchase food and beverages at the coffee shop.

4. The plaintiff has no adequate remedy at law.

5. There is a strong likelihood that the plaintiff will ultimately prevail against the defendants in this action.

6. The plaintiff seeks an Order from this Court for an Order for Temporary Injunction as stated in the Complaint.

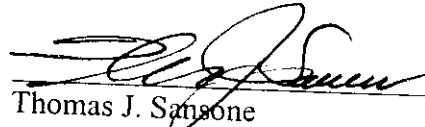
7. The plaintiff also seeks an Ex Parte Temporary Restraining Order from this Court prohibiting the defendants, either individually or in concert, from denying it access to its computer point-of-sale and credit card and gift card systems.

8. Pursuant to Section 4-5 of the Rules of Practice, subsection (a) (2), the plaintiff contacted the defendants' counsel, Timothy J. Lee of the law firm of Fasano, Ippolito and Lee, LLC to inform him of the date, time and place of the presentation of this Application. Specifically, the undersigned spoke with Mr. Lee by telephone on Wednesday, February 20th and apprised him of the undersigned's intention to seek ex parte relief in this matter, and again, on Thursday, February 21st, to inform him that the Application for such ex parte relief would be

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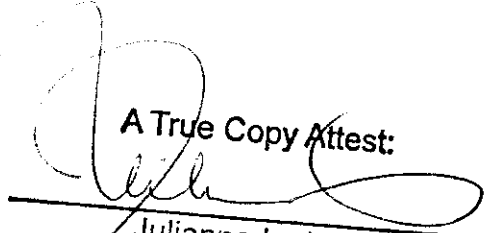
presented at the Office of the Chief Clerk of the Waterbury Superior Court at 3:00pm that day, and provided a copy of such Application and all ancillary pleadings thereto, to him.

THE APPLICANT,
GREENWICH COFFEE, LLC



Thomas J. Sansone
Commissioner of the Superior Court

A True Copy Attest:



Julianne Ingham
Connecticut State Marshal

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Attorneys at Law
Juris No. 12592
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RETURN DATE: MARCH 18, 2008 : SUPERIOR COURT
GREENWICH COFFEE, LLC : J.D. OF WATERBURY
VS. : AT WATERBURY
NICHOLAS DeGRAZIA, JASON : FEBRUARY 21, 2008
WAGONER and NANCY DeGRAZIA

~~ORDER TO SHOW CAUSE AND TEMPORARY RESTRAINING ORDER~~

The plaintiff in the above-entitled action having prayed that a temporary injunction issue forthwith, it is hereby

ORDERED that NICHOLAS DeGRAZIA, JASON WAGONER and NANCY DeGRAZIA, named as defendants herein, appear before the undersigned or another Judge of the Superior Court, at the Courthouse for the Judicial District of Waterbury at Waterbury, on MARCH 3, 2008, at 11 o'clock in the forenoon, in Room 5, then and there to show cause, if any, why a temporary injunction should not issue as prayed for,

AND IT IS FURTHER ORDERED that notice of said Writ, Complaint and of this Order, be given to the defendants by a proper officer, by leaving with said defendants a true and attested copy of said Writ, Complaint and of this Order on or before FEBRUARY 26, 2008.


AND, IT IS FURTHER ORDERED that the defendants, either individually or in concert, are temporarily restrained from denying the plaintiff immediate access to its computer point-of-

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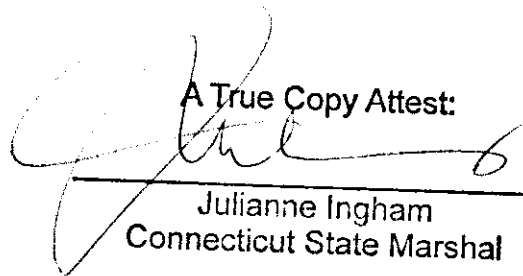
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~~sale and credit card and gift card systems for the operation of its coffee shop business at 209 West Main Street in Cheshire, Connecticut.~~

Dated at Waterbury, Connecticut, this 21st day of February 2008.



Agati, Judge/Clerk

A True Copy Attest:


Julianne Ingham
Connecticut State Marshal

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TO ANY PROPER OFFICER WITHIN SAID COUNTY, G R E E T I N G :

BY THE AUTHORITY OF THE STATE OF CONNECTICUT, You are hereby commanded to summon the defendants, NICHOLAS DeGRAZIA, JASON WAGONER and NANCY DeGRAZIA, all of 50 Pilgrim Trail, Woodbury, Connecticut, in the foregoing action to appear before the SUPERIOR COURT in and for the JUDICIAL DISTRICT of WATERBURY, now in session at 300 Grand Street, Waterbury, Connecticut, at the place and time specified in the Order to Show Cause appended hereto, by serving in the manner provided by statute for service of process true and attested copies of the foregoing Application for Order To Show Cause, Order To Show Cause and Temporary Restraining Order, Proposed Order For Temporary Injunction, Proposed Order Of Service, Verification, Affidavit, and Writ, Summons and Complaint upon the defendants on or before February 26, 2008.

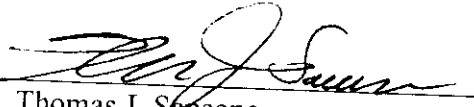
AND, YOU ARE FURTHER commanded to summon NICHOLAS DeGRAZIA, JASON WAGONER and NANCY DeGRAZIA, all of 50 Pilgrim Trail, Woodbury, Connecticut, to appear before the Superior Court for the Judicial District of Waterbury at Waterbury on March 18, 2008, said appearance to be made by said NICHOLAS DeGRAZIA, JASON WAGONER and NANCY DeGRAZIA or their attorneys by filing a written statement of appearance with the Clerk of said Court, on or before the second day following said return date, then and there to answer unto Greenwich Coffee, LLC, a Connecticut limited liability company having an office

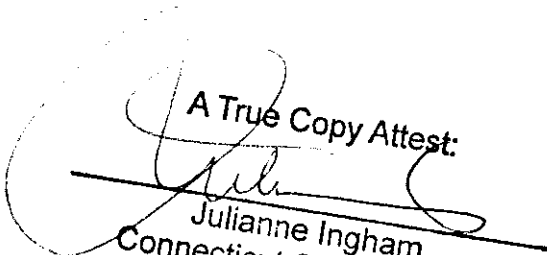
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and place of business at 209 West Main Street, Cheshire, Connecticut, in which the plaintiff complains and alleges as set forth in the accompanying Complaint.

HEREOF, FAIL NOT, but due service and return make.

Dated at New Haven, Connecticut, this 21st day of February 2008.


Thomas J. Sansone
Commissioner of the Superior Court


A True Copy Attest:
Julianne Ingham
Connecticut State Marshal

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RETURN DATE: MARCH 18, 2008	:	SUPERIOR COURT
GREENWICH COFFEE, LLC	:	J.D. OF WATERBURY
VS.	:	AT WATERBURY
NICHOLAS DeGRAZIA, JASON WAGONER and NANCY DeGRAZIA	:	FEBRUARY 21, 2008

COMPLAINT

**FIRST COUNT: TORTIOUS INTERFERENCE WITH A BUSINESS EXPECTANCY
(AS TO ALL DEFENDANTS):**

1. At all times mentioned herein, the plaintiff, Greenwich Coffee, LLC ("Greenwich"), was a limited liability company organized under the laws of the State of Connecticut with a principal place of business at 209 West Main Street in Cheshire, Connecticut at which it operated a specialty coffee retail business which enjoyed a strong and loyal customer base.

2. At all times mentioned herein, John A. Blazi ("Blazi"), a Connecticut resident, was the sole member of Greenwich. Blazi was also the sole investor of the business, funding both the start-up costs and operating expenses from his personal assets. Blazi is also the sole holder of all trademark rights to the "Greenwich Coffee" name and logo.

3. At all times mentioned herein, the defendant, Nick DeGrazia ("Mr. DeGrazia"), resided at 50 Pilgrim Trail in Woodbury, Connecticut.

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4. Mr. DeGrazia, at all times relevant hereto, was engaged by Greenwich as the store manager at an agreed upon salary not to exceed \$55,000 per year, and in this role, was responsible for the operation, staffing and management of the business so as to maximize the store's profit margin such that Blazi would recoup his investment and begin seeing a return of profits as quickly as possible.

5. Upon information and belief, Mr. DeGrazia compensated himself far in excess of the agreed upon amount of \$55,000 annually without the permission or consent of Greenwich.

6. At all times mentioned herein, the defendant, Jason Wagoner ("Wagoner"), who is Mr. DeGrazia's stepson, resided at 50 Pilgrim Trail in Woodbury, Connecticut.

7. At all times relevant hereto, Wagoner worked as the "barista" of the business, the person who staffs the counter, accepting and filling customer orders for food and beverages.

8. At Mr. DeGrazia's request, Wagoner also functioned as Greenwich's information technology specialist, serving as the sole administrator of the store's computer system.

9. This computer system controlled Greenwich's point-of-sale, credit and gift card sales, inventory control, time clock, and financial data collection systems, as well as storing data critical to the operation of these systems.

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10. Without Greenwich's approval or consent, Wagoner created a web site, GreenwichCoffee.com, registering it personally, allowing him to maintain personal control over the domain and web site.

11. The web site was designed to provide an on-line retail presence for Greenwich's store, and allowed its customers to purchase products and to track the balances of gift cards they had purchased at the store.

12. Upon information and belief, this web site was customized by Wagoner in such a way that he alone as webmaster of the site has the ability to process certain gift card transactions and allow for debits to be registered to the individual gift card accounts.

13. Upon information and belief, an unauthorized e-mail address, "GreenwichCoffee@sbcglobal.net", was created by Wagoner which allowed him, by use of a password, to control the processing of credit card transactions made at the store's point-of-sale registers.

14. At all times mentioned herein, the defendant, Nancy DeGrazia ("Mrs. DeGrazia"), the wife of Mr. DeGrazia, resided at 50 Pilgrim Trail in Woodbury, Connecticut.

15. At all times relevant hereto, Mrs. DeGrazia worked at the business at Mr. DeGrazia's behest to prepare certain baked goods, because Mr. DeGrazia was of the opinion that Greenwich could operate more profitably if she prepared baked goods from their home.

16. Without prior authorization or consent of Greenwich, Mr. DeGrazia paid Mrs. DeGrazia as much as \$800/month for her baking activities.

17. Mrs. DeGrazia's baking activities did not increase Greenwich's profitability, but rather provided a personal financial gain to Mr. and Mrs. DeGrazia.

18. At all times mentioned herein, the defendants made unauthorized charges and debits to accounts on which Greenwich was the obligor, for gasoline for the defendants' vehicles, food, liquor and entertainment for their personal consumption, personal cell phone services, and propane fuel for their personal residence.

19. On January 8, 2008, Blazi sent Mr. DeGrazia a letter by fax advising him that he had reason to believe that Mr. DeGrazia was compensating himself for his service as store manager far in excess of the agreed-upon salary of \$55,000, and further advising him that, effective immediately, Blazi and his wife, Tricia Blazi ("Mrs. Blazi"), would be assuming complete financial control of the business.

20. On January 9, 2008, at approximately 11am, Mrs. Blazi went to the store, accompanied by a financial consultant, to review the store's financial records on the store computer's Quick Books program.

21. Upon discovering the program missing from the store's computer system where it had been maintained historically, they asked Mr. DeGrazia about its whereabouts.

22. Mr. DeGrazia claimed that he did not know anything about the program's whereabouts, and told them that they should make inquiry of Wagoner about the program.

23. On January 9, 2008, at approximately 9pm, Mrs. Blazi, while at the store, answered a telephone phone call from Wagoner who, unaware that he was speaking to Mrs. Blazi and believing instead that he was speaking to a fellow employee, directed the employee to remove an external flash drive from the store's computer and put it in the store's safe so he could pick it up the next day, specifying that he did " ... not want Trish [Mrs. Blazi] to have access to Quick Books because, every time she touches Quick Books, she f---s everything up because she is f---in' retarded."

24. In point of fact, Mrs. Blazi had never used the Quick Books system at the store at any time prior to January 9, 2008.

25. Mrs. Blazi retrieved the flash drive from the computer, and presented it to Blazi, who examined its contents.

26. Blazi discovered that the flash drive contained the Quick Books program that Mrs. Blazi and the consultant had inquired about earlier that day, along with a list of inventory.

27. On January 10, 2008 Blazi called Mr. DeGrazia to schedule a meeting that day.

28. At that meeting, Blazi advised Mr. DeGrazia what had transpired the previous evening during the telephone call placed by Wagoner to the store, which Mrs. Blazi had answered.

29. Mr. DeGrazia requested that Wagoner be provided an opportunity to apologize to Mrs. Blazi, but Blazi refused, indicating that the financial integrity issues were too significant to ignore, and that Wagoner would instead be terminated immediately.

30. Mr. DeGrazia agreed with the decision to terminate Wagoner, and the meeting was concluded.

31. Thereafter, on January 10, 2008, Mr. DeGrazia asked Mrs. Blazi if she would return the flash drive, stating that there had been a misunderstanding because all the flash drive contained was "Jason's personal data," a statement known by Mr. DeGrazia to be false.

32. On January 11, 2008, Mr. DeGrazia allowed Wagoner to work his regular shift, despite the fact that he had been terminated on January 10th.

33. On the morning of January 12, 2008, Blazi discovered that Wagoner had worked the night before because Wagoner's till report for that evening's receipts had been placed in the store's safe.

34. Blazi telephoned Mr. DeGrazia and advised him that Wagoner should not have been allowed back into the store with access to the store's computer because he had been

terminated as a consequence of his concealment of the store's financial records and could no longer be trusted.

35. Mr. DeGrazia said that he understood Blazi's position, but that he could not run the store without Wagoner, and he was not sure if he could fill Wagoner's shifts at the store.

36. Subsequently on the 12th, Wagoner left a message on Blazi's cell phone advising that he had "quit" and then said "good luck trying to fill my shifts this week."

37. At the close of business on January 12, 2008, Blazi and his wife went to the store to collect the day's receipts.

38. Upon arriving at the store, they discovered that the list of employee names and contact numbers had been ripped off the wall and that surveillance cameras with remote access had been repositioned to a location within the office at the premises, so as to render them useless.

39. Blazi and his wife also observed that the employees who were working the evening shift were openly hostile to them, and one employee, Brenda, announced she was quitting at the end of her shift.

40. Upon information and belief, Mr. DeGrazia informed the employees that Wagoner had been terminated for calling Mrs. Blazi an uncomplimentary name, and concealed the real reason for Wagoner's termination, i.e. his lack of trustworthiness, knowing that such

communications would drive a wedge between employees who were loyal to him and his stepson and Blazi and his wife.

41. On the morning of January 13, 2008, Blazi tried unsuccessfully to contact Mr. DeGrazia on his cell phone to discuss the list of names having been destroyed, the re-positioning of the surveillance camera and the need to hire Wagoner's replacement.

42. Blazi then called Mr. DeGrazia's residence and advised him of the problems that had been experienced the evening before at the store.

43. Mr. DeGrazia responded by saying that Wagoner had nothing to do with those problems, and that the employee, Brenda, who was angry over Wagoner's firing, had been responsible.

44. Mr. DeGrazia also told Blazi that he did not know if he could fill Wagoner's shifts.

45. During the evening hours of January 13, 2008, Blazi was at the store at the beginning of what had formerly been Wagoner's shift.

46. The employees told Blazi that they did not know if anyone had been hired to replace Wagoner.

47. Ultimately an employee from the afternoon shift agreed to work that evening.

48. At the close of business that evening, several employees, including Brenda, two scheduled employees and two that were not scheduled for work that night convened a meeting as Blazi left for the night.

49. At the time of his departure, Blazi observed the store-closing procedures being carried out and noted that the espresso machine appeared to be fully functional.

50. On January 14, 2008, approximately three hours after the store's normal opening time of 6am, Mr. DeGrazia telephoned Blazi to inform him that he could not open the store because everyone was "quitting" over Wagoner's termination, adding that the espresso machine had "broke down."

51. The statement about the espresso machine was known to be false by Mr. DeGrazia at the time that he made it.

52. During that telephone call, Mr. DeGrazia further informed Blazi that he could not run the store without Wagoner because it was "too complicated" and that, unless Greenwich agreed to rehire him, Mr. DeGrazia would close the business, indicating that his family was more important to him than the business was, and that he would rather go bankrupt than continue working at the store without Wagoner.

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53. Blazi directed Mr. DeGrazia to get an employee to the store to get it opened, but Mr. DeGrazia refused, insisting that a meeting had to take place first, to clear up the situation concerning Wagoner.

54. Blazi and Mr. DeGrazia initially agreed to meet that day at Bally's gym to discuss the situation, but Blazi thereafter decided that it was preferable to meet at the store.

55. Blazi went to the store and discovered that the espresso machine had been removed, and the computer system had been sabotaged, rendering the store's point-of-sale, inventory control and credit and gift card systems useless.

56. That same day, Blazi called several employees, who informed him that they were not going to return to work unless Wagoner were rehired.

57. Blazi contacted the police, who advised Mr. DeGrazia and Wagoner that they were no longer welcome at the store and would be subject to arrest if they came there.

58. According to the police, both individuals acknowledged that they would not return to the store.

59. At that point, Blazi assumed full management responsibility for the store.

60. Later that day, a computer data recovery specialist was retained who examined the store's computer and determined that Wagoner had intentionally caused operational data

systems and financial data files to be deleted, so that the store's point-of-sale, credit and gift card, inventory control and other systems were no longer functional.

61. As a result of the deletion of the files, the store could no longer process or record sales transactions and had to cease operation.

62. As a further result of the deletion of the files, all of the store's electronically-stored financial data had been destroyed.

63. On January 15, 2008 Blazi learned that Wagoner was illegally using the trademarked name and logo belonging to Greenwich on the web site he created, and was also using that same web site to host a "blog page" to which he posted only negative comments about the store, while removing all positive ones, in an attempt to turn local residents' opinion against the store and its new management.

64. That same day, Blazi learned that Mr. DeGrazia had run up extensive overdue balances with many vendors, causing them to demand immediate payment to continue to provide products and services.

65. On January 18, 2008, when employees were given notices indicating that they had been terminated as a result of their refusal to report to work, which constituted a voluntary separation from employment, one employee advised that she had been instructed not to return to work until she heard from Wagoner or Mr. DeGrazia indicating that Wagner had been rehired.

66. When this same employee agreed to continue working at the store and to train new employees, she was subjected to harassment by Wagoner.

67. When police ordered Wagoner to stop harassing that employee, another employee, loyal to Mr. DeGrazia and Wagoner continued to pressure the employee until she quit, thereby thwarting the efforts of Blazi to train a new staff and get the store reopened as quickly as possible.

68. After the store reopened on January 28, 2008, Mr. DeGrazia contacted its vendors, posing as an attorney, directing the vendors not to ship product to the store until he directed otherwise.

69. Also, after the store reopened on January 28, 2008, Blazi learned that Wagoner, acting alone or in concert with Mr. DeGrazia, caused the store's password to be changed on its e-mail address, preventing the store from processing credit card sales.

70. Also after the store reopened on January 28, 2008, upon information and belief, former employees, loyal to Mr. DeGrazia and Wagoner, interfered with Greenwich's business by stopping customers in the parking lot and disseminating false information that would be harmful to Greenwich's reputation in the community.

71. Also after the store reopened on January 28, 2008, Wagoner falsely claimed on his blog site that the technical difficulties being experienced with the store's computer, resulting

in the inability to process credit and gift card transactions, was attributable to the incompetence of the store's new management, a statement deliberately made to undermine the community's confidence in the store's management team.

72. Upon information and belief, Wagoner is the only person who can restore the store's ability to process gift cards, given that he had custom-created the processing site, meaning that the information needed to process the gift card transactions is known only to him.

73. Upon information and belief, Wagoner, acting alone or in concert with Mr. and Mrs. DeGrazia, has knowingly refused to provide Greenwich the technical assistance and/or the information that would allow gift card users to use their cards, all in an attempt to further disrupt Greenwich's business and injure its reputation in the community.

74. The defendants' actions have caused a direct loss to the gift card holders whose cards can no longer be processed, which actions have a chilling effect on such customers' willingness to patronize Greenwich further and to buy gift cards in the future.

75. As a result of the foregoing actions of the defendants, Greenwich has suffered economic losses, including loss of profits, cost of repairs, cost of re-staffing and retraining, advertising costs, legal, accounting and consulting fees, business interruption expenses, loss of good will, as well as damages attributable to the defendants' trademark infringement.

SECOND COUNT: UNJUST ENRICHMENT (AS TO ALL DEFENDANTS):

1. - 18. Paragraphs 1 through 18 of the First Count are hereby reincorporated by reference as if fully set forth herein.

19. The defendants have knowingly received a benefit as a result of the foregoing actions.

20. The defendants have not compensated Greenwich for the fair and reasonable value of the benefit that they have knowingly received.

21. The defendants have been unjustly enriched and are, accordingly, liable to Greenwich for the fair and reasonable value of the moneys, products and services that they have received.

THIRD COUNT: STATUTORY THEFT (G.G.S. SECTION 52-564) (AS TO ALL DEFENDANTS):

1. - 74. Paragraph 1 through 74 of the First Count are hereby reincorporated by reference as if fully set forth herein.

75. The foregoing actions of the defendants constitute civil theft within the meaning of C.G.S. Section 52-564, insofar as the property and assets at issue belong to Greenwich.

76. The defendants intentionally deprived Greenwich of its property and use of its assets without its permission or authorization.

77. As a result of the defendants' actions, Greenwich was deprived of the full use and possession of its assets, and sustained damages including, but not limited to, the loss of use of its equipment, spoliation of inventory, loss of future profits, damage to its business reputation, attorneys' fees and costs.

FOURTH COUNT: CIVIL CONSPIRACY (AS TO ALL DEFENDANTS):

1. - 74. Paragraphs 1 through 74 of the First Count are hereby reincorporated by reference as if fully set forth herein.

75. The foregoing actions of the defendants were undertaken in furtherance of a civil conspiracy in that the defendants acted jointly and in concert for their own financial gain.

76. Accordingly, the defendants are jointly and severally liable for the actions taken by each other.

77. As a result of the foregoing actions of the defendants, Greenwich has suffered economic losses, including loss of profits, cost of repairs, cost of re-staffing and retraining, advertising costs, legal, accounting and consulting fees, business interruption expenses, loss of good will, as well as damages attributable to the defendants' trademark infringement.

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FIFTH COUNT: CONNECTICUT UNFAIR TRADE PRACTICES ACT (C.G.S. SECTION 42-110b, ET SEQ.) (AS TO ALL DEFENDANTS):

1. - 77. Paragraphs 1 through 77 of the Fourth Count are hereby reincorporated by reference as if fully set forth herein.

78. Upon information and belief, at all times mentioned relevant hereto, the defendants planned to open another specialty coffee store in the same geographic area where Greenwich operated its store.

79. The foregoing actions were taken in furtherance of the plan to gain control of the management of Greenwich's store in Cheshire and, if that attempt failed, to undermine its business so as to gain an unfair advantage in opening a competing store.

80. The threat to close Greenwich's store unless Wagoner were rehired was part of an overall practice or pattern of deceptive and unfair trade practices undertaken by the defendants to further their improper motives.

81. The actions taken by the defendants after such attempt failed constituted a pattern or practice of unfair trade or business practices within the definition of the Connecticut Unfair Trade Practices Act, and were taken with the intent of undermining Greenwich's ability to conduct business and to undermine the loyalty of its customer base, to give the defendants an unfair business advantage in opening a competing specialty coffee store in the same geographical area.

82. The defendants are persons within the meaning of C.G.S. Section 42-110b, et seq.

83. The foregoing actions of the defendants are immoral, unscrupulous, oppressive, and pose a genuine threat to consumers.

84. As a result of the actions of the defendants, Greenwich has suffered an ascertainable loss, namely economic losses, including loss of profits, costs of repairs, costs of re-staffing and retraining, advertising costs, legal, accounting and consulting fees, business interruption expenses, loss of good will, as well as damages attributable to the defendants' trademark infringement.

Post Office Box 1950
New Haven, CT 06509-1950
Telephone: 203 777-5501

CARMODY & TORRANCE LLP
Attorneys at Law
Juris No. 12592

Wherefore, the plaintiff claims:

AS TO ALL COUNTS:

1. Money damages;
2. Costs,
3. Interest, pursuant to C.G.S. Section 37-3a; and
4. Any other relief, legal or equitable that the Court deems proper.

AND, IN ADDITION, AS TO THE FIRST COUNT:

A temporary and permanent injunction, enjoining the defendants or any one or more of them from obstructing, hindering or otherwise interfering with the plaintiff's computer point-of-sale and credit card and gift card systems, including any and all actions to deny access of the plaintiff to such systems.


AND, IN ADDITION, AS TO THE THIRD COUNT:

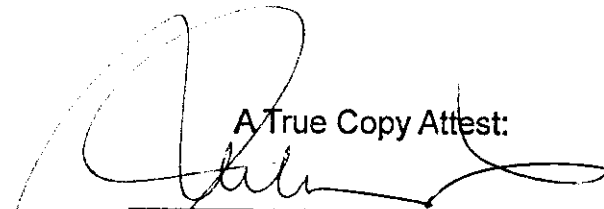
Treble damages, pursuant to C.G.S. Section 52-564.

AND, IN ADDITION, AS TO THE FIFTH COUNT:

1. Punitive damages, pursuant to C.G.S. Section 42-110b, et seq. and
2. Attorneys' fees, pursuant to C.G.S. Section 42-110b, et seq.

THE PLAINTIFF,
GREENWICH COFFEE, LLC

By: 
James K. Robertson, Jr.
Thomas J. Sansone
For: Carmody & Torrance LLP
Its Attorneys


A True Copy Attest:

Julianne Ingham
Connecticut State Marshal

Post Office Box 1950
New Haven, CT 06509-1950
Telephone: 203 777-5501

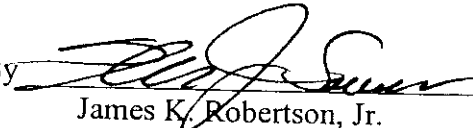
CARMODY & TORRANCE LLP
Attorneys at Law
Juis No. 12592

RETURN DATE: MARCH 18, 2008 : SUPERIOR COURT
 GREENWICH COFFEE, LLC : J.D. OF WATERBURY
 VS. : AT WATERBURY
 NICHOLAS DeGRAZIA, JASON : FEBRUARY 21, 2008
 WAGONER and NANCY DeGRAZIA

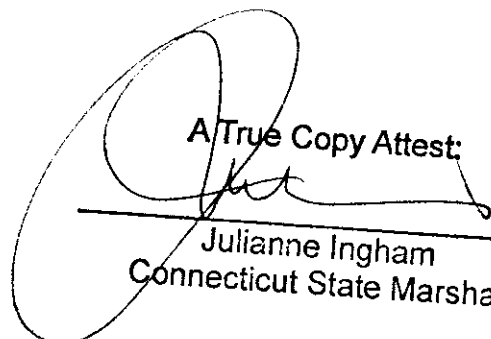
STATEMENT OF AMOUNT IN DEMAND

Other relief, in lieu of or in addition to, monetary damages greater than \$15,000.00, exclusive of interest and costs, pursuant to Connecticut General Statutes §52-91 and P.B. §10-20, is sought herein.

THE PLAINTIFF,
GREENWICH COFFEE, LLC

By 
 James K. Robertson, Jr.
 Thomas J. Sansone
 For: Carmody & Torrance LLP
Its Attorneys

A True Copy Attest:


 Julianne Ingham
 Connecticut State Marshal

{N0783432}

Post Office Box 1950
New Haven, CT 06509-1950
Telephone: 203 777-5501

CARMODY & TORRANCE LLP
Attorneys at Law
Juris No. 12592

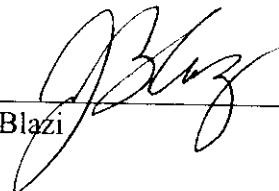
RETURN DATE: MARCH 18, 2008 : SUPERIOR COURT
GREENWICH COFFEE, LLC : J.D. OF WATERBURY
VS. : AT WATERBURY
NICHOLAS DeGRAZIA, JASON : FEBRUARY 21, 2008
WAGONER and NANCY DeGRAZIA

VERIFICATION

STATE OF CONNECTICUT)
) ss: Waterbury
COUNTY OF NEW HAVEN)

I, John A. Blazi, being duly sworn, do hereby depose and say that I am the sole Member of Greenwich Coffee, LLC, a Connecticut limited liability company; that I have read the foregoing Complaint and know the contents thereof; that the same is true to my knowledge or is based upon information obtained from records and files of the plaintiff.

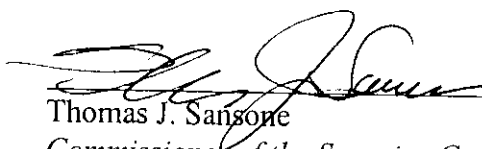
John A. Blazi



Subscribed and sworn to before me this 21st day of February 2008.

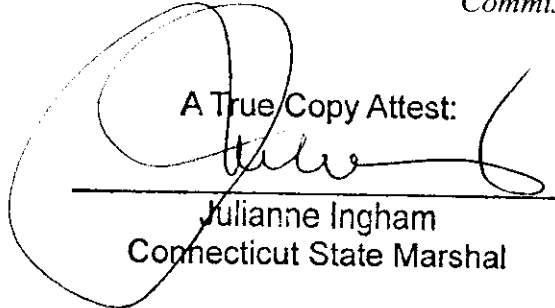
Thomas J. Sansone

Commissioner of the Superior Court



A True Copy Attest:

Julianne Ingham
Connecticut State Marshal



{N0783432}

CARMODY & TORRANCE LLP
Attorneys at Law
Juris No. 12592
Post Office Box 1950
New Haven, CT 06509-1950
Telephone: 203 777-5501

RETURN DATE: MARCH 18, 2008 : SUPERIOR COURT
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 NICHOLAS DeGRAZIA, JASON : 2008
 WAGONER and NANCY DeGRAZIA

ORDER FOR TEMPORARY INJUNCTION

WHEREAS, the plaintiff has applied in the captioned action for a temporary injunction;
and

WHEREAS, it is found that a Verified Complaint, Application for Temporary Injunction,
and Order to Show Cause why a temporary injunction should not issue as prayed for were duly
served upon the defendants; and

WHEREAS, after due hearing at which the parties appeared and were fully heard, or [at
which the defendants did not appear, it is found that a copy of the Order for the hearing as duly
served on the defendants as appears from the officer's return on file;} it is also found that good
cause has been shown to sustain the validity of plaintiff's claim that the temporary injunction
should issue without bond;

NOW, THEREFORE, under penalty of \$500 for each violation hereof, the following is
hereby ORDERED:

CARMODY & TORRANCE LLP
 Attorneys at Law
 Juris No. 12592
 Post Office Box 1950
 New Haven, CT 06509-1950
 Telephone: 203 777-5501

1. The defendants, individually and in concert, are enjoined from any and all acts that result in the obstructing, hindering or interfering with the plaintiff's computer point-of-sale and credit card and gift card systems, for the operation of its coffee shop business at 209 West Main Street in Cheshire, Connecticut, including any and all actions to deny access of the plaintiff to such systems; and

2. The defendants are directed to provide promptly all reasonably necessary cooperation to remove whatever obstructions, hindrances or interference exist which have resulted in the denial of access to the plaintiff's point-of-sale and credit card gift operations on its computer system.

Dated at Waterbury, Connecticut, this _____ day of _____, 2008.

BY THE COURT

Judge/Clerk

CARMODY & TORRANCE LLP
Attorneys at Law
Juris No. 12592
Post Office Box 1950
New Haven, CT 06509-1950
Telephone: 203 777-5501

RETURN DATE: MARCH 18, 2008 : SUPERIOR COURT
 GREENWICH COFFEE, LLC : J.D. OF WATERBURY
 VS. : AT WATERBURY
 NICHOLAS DeGRAZIA, JASON : 2008
 WAGONER and NANCY DeGRAZIA

SUMMONS

TO ANY PROPER OFFICER:

BY ORDER OF THE STATE OF CONNECTICUT, You are hereby commanded to give notice of the foregoing Order of Temporary Injunction to the defendants, by serving upon them, in the manner provided by the statute for the service of process, a true and attested copy of the Order, and return make to this Court.

Hereof fail not, but due service and return make.

Dated at New Haven, Connecticut, this ____ day of _____ 2008.

 Thomas J. Sansone
Commissioner of the Superior Court

CARMODY & TORRANCE LLP
 Attorneys at Law
 Juris No. 12592
 Post Office Box 1950
 New Haven, CT 06509-1950
 Telephone: 203 777-5501

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 WAGONER and NANCY DeGRAZIA

CERTIFICATION INTO COURT

The accompanying Verified Complaint, Order to Show Cause, Application for Temporary Injunction and Temporary Restraining Order, having been brought before me, a judge of the Superior Court, in the above-captioned actions and proceedings thereon had before me, are hereby certified to the Court.

Dated at Waterbury, Connecticut, this 21st day of February 2008.

BY THE COURT

Judge/Clerk

Exhibit B

MEMORANDUM OF UNDERSTANDING

REGARDING: NIJO ENTERPRISES PROJECT "GREENWICH COFFEE"

OCTOBER 22, 2003

This is an overview of NIJO ENTERPRISES' plan and action taken to date in furtherance of the plan to establish a chain of ten or more coffee/espresso bars in the greater New York/Connecticut area.

This overview includes a break out of action to date and costs incurred to date¹ in furtherance of NIJO ENTERPRISES' project, "Greenwich Coffee" and of punch list of tasks necessary for completion before the "Grand Opening".

ACTION TO DATE

The principals of NIJO ENTERPRISES; Nick DeGrazia and John Blazi formed a partnership known as "NIJO ENTERPRISES" to advance the economic best interests of the principals. NIJO ENTERPRISES previously formed a corporation BioNuetricueticals to facilitate it in the transaction of business.

The principals of NIJO agreed to lease certain property known as 209 West Main Street, Cheshire, Connecticut for an initial term of five years with an option for an additional ten years and leased it in the name of BioNuetricueticals. John A. Blazi acting as a duly authorized agent of NIJO ENTERPRISES and officer in BioNuetricueticals, Inc. executed the lease on behalf of NIJO ENTERPRISES. Both principals of NIJO ENTERPRISES intend to be mutually bound by the terms and conditions of the lease notwithstanding that the personal guarantee provision of the lease was executed by John a. Blazi, acting on behalf of NIJO ENTERPRISES.

NIJO ENTERPRISES took possession of 209 West Main Street Cheshire, Connecticut on or about September 1, 2003 in reliance upon a verbal approval obtained from Cheshire Planning and Zoning Commission that the location was approved for use as a coffee shop and espresso bar.

¹ All advances of expenses to date have come from the general account of the Law Offices of John A. Blazi to be repaid to the general account by the partners upon receipt of suitable financing for the project, i.e. a commercial loan. If necessary any sums advanced to NIJO ENTERPRISES by Law Offices of John Blazi to finance "Greenwich Coffee" will be repaid in equal shares from the partners personal assets. The partners of "NIJO ENTERPRISES" intend to be bound jointly for a commercial loan for financing the project. To the extent non-conventional financing (for example, a home equity loan) is required to finance any aspect of the project the partners intend to be bound equally to repay said loan from their personal assets.

NIJO ENTERPRISES immediately began work at the site to include restoration of utilities and interior modifications. Upon application for a building permit, NIJO ENTERPRISES was informed that a site plan modification approval was required because the intended use was a change in use. While not conceding that "additional approval" was required, NIJO has submitted a site plan modification application and suspended all further work pending approval of its zoning application.

NIJO ENTERPRISES has tentatively agreed on calling the chain of coffee shops "Greenwich Coffee".

NIJO ENTERPRISES has tentatively agreed on the product line it will offer, to include; coffee and espresso products, pastries, chocolates and "gellatto" ice cream.

NIJO ENTERPRISES has selected the necessary fixtures, equipment, furniture and cabinetry for the interior of the shop and placed a deposit on same with Waterbury Warehouse. NIJO ENTERPRISES has selected the interior lay-out and color scheme for the Greenwich Coffee chain.

NIJO ENTERPRISES has contacted the necessary vendors to supply the products it intends to offer for sale.

EXPENSES TO DATE

Deposit on equipment Waterbury Warehouse	\$1500.00
September Rent 209 W. Main	\$2000.00
October Rent 209 W. Main	\$3116.90
Second Deposit Waterbury Warehouse	\$5000.00
Filing Fee Site Plan Modification	\$ 160.00
Copy Costs Site Plans	\$ 21.10

TASKS NECESSARY FOR COMPLETION BEFORE OPENING

BUILDING EXTERIOR:

RE-PAVE PARKING LOT (To be performed by BSL Associates)

PAINT EXTERIOR OF BUILDING

INSTALL SIGNS

INSTALL EXTERIOR LIGHTING

LANDSCAPE PARKING AREAS

BUILDING INTERIOR:

INSTALL ROUGH PLUMBING

REMODEL INTERIOR TO PLAN SPECIFICATIONS

INSTALL CABINETS AND FIXTURES

INSTALL FINISH PLUMBING

INSTALL ELECTRICAL FIXTURES

INSTALL HEATING/AIR-CONDITIONING

INSTALL FLOORING

PAINT AND/OR WALL PAPER WALLS

INSTALL NEW DOORS AND WINDOWS

NON-STRUCTURAL RELATED TASKS:

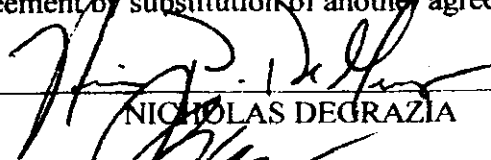
OBTAIN SITE PLAN APPROVAL (OCTOBER 27, 2003)

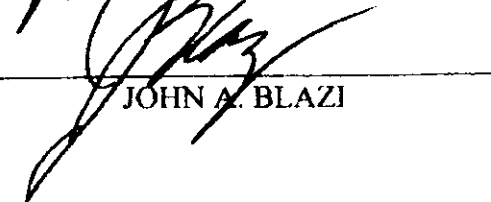
DESIGN LOGO AND SIGNS

MARKETING AND ADVERTISING CAMPAIGN

HIRE AND TRAIN EMPLOYEES

This Memorandum of Understanding reflects the agreement of the principals as of October 23, 2003 and does not in anyway effect the original agreement of the principals in forming NIJO ENTERPRISES (copy attached as Exhibit "A") and is subject to modification only by formal recission of this agreement by substitution of another agreement.

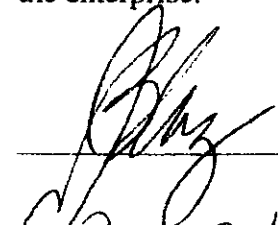
ACCEPTED BY:  10/22/03
NICHOLAS DEGRAZIA

ACCEPTED BY:  10/22/03
JOHN A. BLAZI

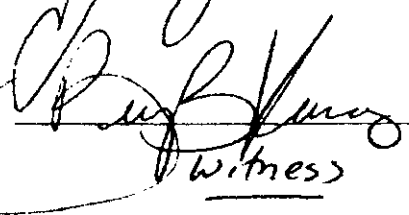
PARTNERSHIP AGREEMENT NIJO ENTERPRISES
(D/B/A "BIO/LAB NUTRICEUTICALS, INC")

Whereas the undersigned wish to enter into a partnership arrangement for the furtherance of conducting a business involved in retail sales, they have agreed this date to enter in this agreement for the formation of the partnership. It is understood and agreed that both partners Nicholas DeGrazia 50 Pilgrim Trail, Woodbury, CT 06798 and John Blazi of 43 Falconcrest Road, Middlebury, CT 06798 will be jointly and equally responsible for all debts and obligations of the business which will be known as NIJO ENTERPRISES. Moreover, the partners will share equally in bearing the operational cost of running the business and will share equally in the profits of such enterprises after all necessary expenses of business are deducted, including salaries, as agreed upon, and operational costs and product-related expenses.

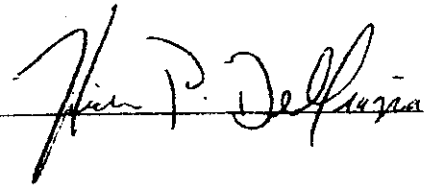
The start up capital for the partnership will be advanced by John A. Blazi and will be repaid from the proceeds of the business. In the event that there are no proceeds from the enterprise, Nicholas DeGrazia will repay John Blazi whatever amount is advanced toward the start-up or operation of the enterprise.



1/22/01



1/22/01
Witness



1/22/01

MEMORANDUM OF UNDERSTANDING

REGARDING: NIJO ENTERPRISES PROJECT "GREENWICH COFFEE"

OCTOBER 22, 2003

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ACTION TO DATE

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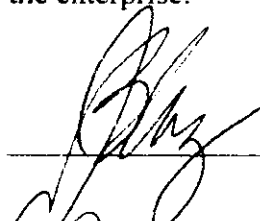
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¹ All advances of expenses to date have come from the general account of the Law Offices of John A. Blazi to be repaid to the general account by the partners upon receipt of suitable financing for the project, i.e. a commercial loan. If necessary any sums advanced to NIJO ENTERPRISES by Law Offices of John Blazi to finance "Greenwich Coffee" will be repaid in equal shares from the partners personal assets. The partners of "NIJO ENTERPRISES" intend to be bound jointly for a commercial loan for financing the project. To the extent non-conventional financing (for example, a home equity loan) is required to finance any aspect of the project the partners intend to be bound equally to repay said loan from their personal assets.

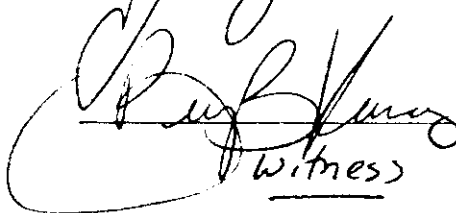
PARTNERSHIP AGREEMENT NIJO ENTERPRISES
(D/B/A "BIO/LAB NUTRICEUTICALS, INC")

Whereas the undersigned wish to enter into a partnership arrangement for the furtherance of conducting a business involved in retail sales, they have agreed this date to enter in this agreement for the formation of the partnership. It is understood and agreed that both partners Nicholas DeGrazia 50 Pilgrim Trail, Woodbury, CT 06798 and John Blazi of 43 Falconcrest Road, Middlebury, CT 06798 will be jointly and equally responsible for all debts and obligations of the business which will be known as NIJO ENTERPRISES. Moreover, the partners will share equally in bearing the operational cost of running the business and will share equally in the profits of such enterprises after all necessary expenses of business are deducted, including salaries, as agreed upon, and operational costs and product-related expenses.

The start up capital for the partnership will be advanced by John A. Blazi and will be repaid from the proceeds of the business. In the event that there are no proceeds from the enterprise, Nicholas DeGrazia will repay John Blazi whatever amount is advanced toward the start-up or operation of the enterprise.

 1/22/01

 1/22/01

 1/22/01
Witness

business inquiry

BUSINESS DETAILS:

Business Name: GREENWICH COFFEE, LLC	Business ID: 0770378	Business Address: 209 WEST MAIN STREET, CHESHIRE, CT
Mailing Address: 209 WEST MAIN STREET, CHESHIRE, CT	Citizenship/State Inc: Domestic/CT	Last Report Year: 2007
Business Type: Domestic Limited Liability Company	Business Status: Active	Date Inc./Register: Jan 08, 2004

PRINCIPALS:

Name/Title: JOHN A BLAZI MEMBER	Business Address: 786 CHASE PARKWAY, WATERBURY, CT, 06708	Residence Address: 43 FALCONCREST ROAD, MIDDLEBURY, CT, 06762
--	--	--

BUSINESS SUMMARY:

Agent Name: JOHN A. BLAZI, ESQ.	Agent Business Address: 1138 WEST MAIN STREET, WATERBURY, CT, 06708	Agent Residence Address: 43 FALCONCREST ROAD, MIDDLEBURY, CT, 06762
---	--	--

» [View Name History](#)

» [View Filing History](#)

» [View Shares](#)

Business Inquiry

BUSINESS DETAILS:

Business Name: BIOLAB NUTRICUETICALS, INC.	Business ID: 0681400	Business Address: 1138 WEST MAIN STREET, WATERBURY, CT, 06708
Mailing Address: 1138 WEST MAIN ST., WATERBURY, CT, 06708	Citizenship/State Inc: Domestic/CT	Last Report Year: 2002
Business Type: Stock	Business Status: Active	Date Inc./Register: May 14, 2001

PRINCIPALS:

Name/Title:	Business Address:	Residence Address:
NICHOLAS DEGRAZIA PRESIDENT	NONE	74 WASHINGTON ROAD, #39, WOODBURY, CT, 06798
NANCY DEGRAZIA SECRETARY	NONE	74 WASHINGTON ROAD, #39, WOODBURY, CT, 06798
JOHN BLAZI VICE PRESIDENT	NONE	43 FALCONCREST ROAD, MIDDLEBURY, CT, 06762

IMPORTANT: There are more principals for this business that are not shown here.

BUSINESS SUMMARY:

Agent Name: JOHN A. BLAZI, ESQ.	Agent Business Address: 1138 WEST MAIN ST, WATERBURY, CT, 06708	Agent Residence Address: 43 FALCONCREST RD, MIDDLEBURY, CT, 06762
---	--	--

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» View Filing History

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Cancel

Exhibit C

NAUGATUCK SAVINGS BANK
COMMERCIAL INSTALLMENT NOTE

Loan #77001686

Greenwich Coffee, LLC

Date: March 28, 2006

Name

209 West Main Street, Cheshire, CT 06410
No. Street City State Zip

I. TERMS OF PAYMENT.

For value received, the undersigned (each individually and all collectively called the "Borrower") promise to pay to the order of Naugatuck Savings Bank (hereinafter called the "Bank") and any other payee, holder, purchaser or assignee of the Note (hereinafter referred to as the "Holder") the sum of \$20,000.00 at the Bank at any of its banking offices. The Principal to be (applicable box is checked):

() Payable in installments of Principal of \$_____ each which installments shall be payable () monthly/ () quarterly (check appropriate box). These installments shall commence on the ___ day of _____, and shall continue on the ___ day of each () month/ () quarter thereafter, each of such installments to be accompanied by a payment of interest on the unpaid balance of the principal at the rate set forth below.

(X) Payable, together with interest at the rate set forth below, in 24 installments of \$1,419.66 each, which installments shall be payable monthly. These installments shall commence on the 28th day of April 2006, and shall continue on the 28th day of each month thereafter. Each payment shall be applied first to the payment of interest on the unpaid balance of the Principal at the rate set forth below, and thereafter, to the Principal.

Interest on the unpaid Principal balance will be paid at the rate ("Rate") (applicable box is checked):

- (X) of 8.25% per year; or
- () equal to the Base Rate (as hereinafter defined); or
- () equal to _____ % () above () below the Base Rate.

The term "Base Rate" shall mean the base rate of the Bank for commercial loans as it may exist from time to time. If the Rate on this Note is tied to the Base Rate it shall change () daily () monthly () quarterly.

Interest shall be computed on the basis of a 360 day year, with each interest payment based upon a 30 day month. Interest shall be payable at the Rate until the entire principal of the note has been fully paid, whether before or after maturity, by acceleration or otherwise, and whether or not judgment is obtained (but in no event will the Bank charge less than \$25.00 for this transaction).

If any payment is not paid when due, in addition to interest, Borrower shall pay a Delinquency Charge equal to 5% of the overdue scheduled payment.

Borrower shall also pay all costs of collection of this Note (which term shall also include any renewal or extension hereof) incurred by the Holder, including reasonable attorney's fees, plus court costs (all of the above Section I is hereinafter collectively called the "Indebtedness").

II. SECURITY INTEREST.

1. The Holder shall have a lien on a security interest in, and during the existence of an Event of Default an option to set off, all deposits of the Borrower and of any guarantor(s) or endorser(s) of this Note, at any time, in any checking, savings or other account with the Holder, in any other bank, or in any other financial institution, although otherwise unperfected, without prior demand or notice, regardless of the adequacy of any collateral securing all or part of the Indebtedness, and without resort to legal process or judicial proceedings, or other action.

2. (X) (Check box if applicable) Borrower has and does hereby grant to the Holder a security interest/pledge/mortgage/assignment in certain property which is generally described here or on the reverse side hereof First UCC-1 blanket filing dated 11/6/04 and dated date of closing and (if applicable) is more fully described in a Security Agreement dated 12/2/04 and dated date of closing.

3. () (Check box if applicable) I am giving you no further security.

III. EVENTS OF DEFAULT: ACCELERATION.

Upon failure to make a payment when due, or upon failure to perform any other obligation of the Borrower to the Holder, or in the event of any proceedings instituted by or against the Borrower under any laws relating to bankruptcy, insolvency, receivership or arrangements with creditors, or if the Holder deems itself insecure (each of which is hereinafter called an "Event of Default"), thereupon, or at any time thereafter (such default not having previously been cured), the Holder may, without notice or demand, declare the indebtedness to be immediately due and payable.

IV. NON-WAIVER BY HOLDER: SEVERABILITY.

No modification or amendment hereof shall be effective unless in writing. No extension of time for payment, delay in enforcement hereof, nor any renewal of this Note, whether with or without notice, shall operate as a waiver of any rights hereunder or release or alter the obligations of the Borrower. No failure by Holder to enforce any of its rights hereunder or partial enforcement thereof, shall constitute a waiver thereof, or preclude the subsequent enforcement of such rights in the same or similar circumstances.

In the event that any provision hereof shall be found to be invalid or unenforceable under applicable law, such provision shall be invalid or unenforceable only to that extent and such invalidity or unenforceability shall not affect the remaining provisions of this Note.

V. JOINT AND SEVERAL OBLIGATIONS.

This Note and all obligations hereunder shall be the joint and several obligations of all makers, guarantors, endorsers, and other accommodation parties, and each provision hereof shall apply to each and all jointly and severally.

VI. COMMERCIAL TRANSACTION: WAIVER BY BORROWER.

1. Borrower certifies that this is a commercial transaction.
2. Borrower represents and warrants to the Bank that all proceeds of this loan are to be used for commercial purposes, and none of such proceeds shall be used for personal, family, household, or agricultural purposes.
3. Borrower expressly waives all rights under Section 52-278a through 52-278g of the Connecticut General Statutes to any notice or hearing prior to the obtaining by Holder of any prejudgment remedy in connection with this Note, including, without limitation, garnishment, attachment, or replevin by the Holder against any property owned or possessed by Borrower.

VII. WAIVER.

The Borrower waives presentment, demand, notice of dishonor and protest of this Note.

VIII. COPY RECEIVED.

By signing below the undersigned acknowledges receipt of a completely filled in copy of this note.
Greenwich Coffee, LLC

1. John A. Blain, its Member

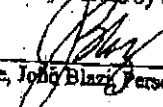
GUARANTY OF LOAN

Each of the undersigned, jointly and severally, absolutely and unconditionally guarantees payment of the "Indebtedness" (as defined in the Note).

Further, each of the undersigned consents without notice or further assent (a) to the terms and conditions of the Note or any renewal or renewals thereof or extension or extensions of time for payment thereof for any period or periods of time, (b) to the change, exchange or surrender of, or the failure to perfect or maintain perfected, any security interest, mortgage, pledge or lien on, any collateral given by any party to secure all or part of Indebtedness, (c) to the addition of or to the release of any guarantors, endorsers or sureties for all or any part of the Indebtedness, (d) to any change or changes of interest rate of the Note, and (e) to any indulgence(s) granted to "Borrower" (as defined in the Note).

In addition, each of the undersigned further agrees that Nauganuck Savings Bank (the "Bank") if it is the Holder of the Note, shall have a lien on, security interest in, and during the existence of an "Event of Default" (as defined in the Note) an option to set off against the Indebtedness, whether or not matured, in any order, all deposits and other property of said Borrower and of each of the undersigned in the possession or control of the Bank in any capacity, without prior demand or notice, regardless of the adequacy of any collateral securing all or part of the Indebtedness, and without resort to legal process or judicial proceeding, order or authorization. Demand for payment, presentment for payment, notice of nonpayment, protest, and notice of protest are hereby waived by each of the undersigned.

Date
March 28, 2006
Address

Signature,  Personally

Date
March 28, 2006
Address

Signature,  Personally

Date
Address

Signature

Date

Signature

COLLATERAL

Exhibit D

Fasano, Ippolito & Lee, LLC

Attorneys at Law

388 Orange Street
New Haven, Connecticut 06511

Leonard A. Fasano
Alphonse Ippolito
Timothy J. Lee

Telephone: (203)787-6555
Telefax: (203)776-2119
Real Estate Fax: (203)776-1088

Nicholas N. Mingione

March 10, 2008

Nick DeGrazia
50 Pilgrim Trail
Woodbury, CT 06798

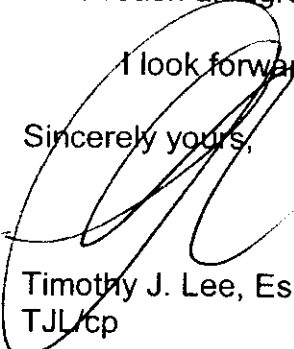
Re: Greenwich Coffee, NIJO Enterprises and Bio/Lab Nutraceuticals, Inc.

Dear Mr. DeGrazia:

I received a telephone call from Attorney Tom Sansone last week. Attorney Sansone is the attorney representing John Blazi. Attorney Sansone stated that John Blazi would be interested in purchasing the website for Greenwich Coffee and compensating Jason for a reasonable amount of time spent in creating the website. As a condition of purchasing the website, they would also require Jason's assistance with the gift cards. Please contact me upon receipt of this letter so that we may discuss this matter in further detail. As you are aware, the Court has scheduled this matter for a hearing on March 19th. If we reach an agreement on this issue, we will not need to have the hearing on the 19th.

I look forward to hearing from you.

Sincerely yours,



Timothy J. Lee, Esq.
TJL/cp



State of Connecticut - Superior Court
Centralized Small Claims
80 Washington Street
Hartford, CT 06106-

Toll Free in Connecticut (866) 383-5927

Local Hartford Area (860) 756-7800

Fax: (860) 756-7805

www.jud.ct.gov

151210

JASON WAGONER
50 PILGRIM TRAIL
WOODBURY, CT 06798-

Docket No. : SCC-151210
Venue: SCAW

GREENWICH COFFEE, LLC VS. DEGRAZIA ET AL

Answer

YOU MUST ANSWER THIS CLAIM BY:
July 16, 2008
YOUR ANSWER MAY BE MAILED, FAXED OR HAND
DELIVERED AND MUST BE RECEIVED ON OR
BEFORE THE ANSWER DATE.

READ THE INSTRUCTIONS ON
THE BACK OF THE WRIT AND
NOTICE OF SUIT.
IF YOU HAVE QUESTIONS, CALL THE
TELEPHONE NUMBER LISTED ABOVE.

IN RESPONSE TO THE ENCLOSED CLAIM FOR THIS AMOUNT plus court costs, if any
THIS IS MY ANSWER: (Check one box)

\$5,000.00

I disagree with the claim because:
(State below why you disagree. Be brief but specific. At trial you will be able to explain your defense and submit
documentation.)

I admit I owe the claim but desire more time to pay for the following reasons:
(You may suggest a method of payment or a timetable for and amount of deferred payments.)
DO NOT SEND PAYMENT(S) TO THE COURT. ALL PAYMENTS ARE TO BE MADE DIRECTLY TO THE FOLLOWING:
BLAZI JOHN LAW OFFICES OF , 786 CHASE PARKWAY WATERBURY, CT 06708- , (203)596-0600

My counterclaim is: (Check box and see instructions if you claim the plaintiff owes you money.)

Form with fields: Signed, Print Name and Title of Person Signing, Date Signed, Address (No., Street, Town, Zip Code), Telephone No., Juris No.

- 1. YOU DO NOT HAVE TO COME TO COURT ON THE ABOVE DATE EXCEPT TO SUBMIT A WRITTEN ANSWER IF YOU HAVE
DONE SO BY THAT DATE. It is not the date of trial. If you have filed an answer contesting the claim the clerk will schedule
trial and will send you a written notice of the date and time to come to court.
2. Failure to file an answer by the answer date may result in a default judgment against you. If the plaintiff(s) win the case and you do not
pay the judgment, the plaintiff(s) may try to collect the money owed by getting permission from the court to have money taken out of your
wages, financial accounts or other property.

SMALL CLAIMS WRIT AND NOTICE OF SUIT

JD-CV-40 Rev. 12-07
C.G.S. §§ 51-15, 51-345(g)
Pr. Bk. § 24-1 et seq.

**CONNECTICUT SUPERIOR COURT
SMALL CLAIMS SESSION**

Type or print legibly. Complete original and provide a copy for each defendant. If downloading the form from the Internet, include "Instructions to Defendant" for each defendant. File the original and copy(ies) for defendant(s) with the court, along with the appropriate entry fee. Retain a copy for your records. See "Instructions to Plaintiff" on back/page 2 for assistance.

FOR COURT USE ONLY
DO NOT WRITE IN THIS SPACE
BARCODE LABEL ONLY

(1.) INFORMATION THAT WILL DETERMINE HEARING LOCATION ANSWER DATE
Waterbury

P L T F	(2.) NAME ADDRESS AND ZIP CODE OF PLAINTIFF #1 Greenwich Coffee, LLC 209 West Main Street Cheshire, CT 06410	P L T F	NAME ADDRESS AND ZIP CODE OF PLAINTIFF #2
	# 1 TELEPHONE NO. (w/area code) 203-271-1862 ("X" ONE) <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION		# 2 TELEPHONE NO. (w/area code) ("X" ONE) <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION

(3.) NAME, ADDRESS AND ZIP CODE OF ATTORNEY FOR PLAINTIFF(S) JURIS NO. TELEPHONE NO. (w/area code)
Law Offices of John A. Blazi 419424 203-596-0600
786 Chase Parkway, Waterbury, CT 06708

D E F	(4.) NAME ADDRESS AND ZIP CODE OF DEFENDANT #1 Nicholas DeGrazia 50 Pilgrim Trail Woodbury, CT 06798	D E F	NAME ADDRESS AND ZIP CODE OF DEFENDANT #2 Jason Wagoner 50 Pilgrim Trail Woodbury, CT 06798
	# 1 TELEPHONE NO. (w/area code) 203-263-7515 ("X" ONE) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION		# 2 TELEPHONE NO. (w/area code) 203-263-7515 ("X" ONE) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION

(5.) NAME OF TOWN WHERE TRANSACTION/INJURY OCCURRED OR, IN HOUSING MATTERS, WHERE THE PREMISES ARE LOCATED: AGENT FOR SERVICE (For Corporate Defendant)

(6.) IS THIS CLAIM BETWEEN A LANDLORD AND A TENANT? "X" box if yes:

YOU ARE BEING SUED. THE PLAINTIFF(S) CLAIMS YOU OWE → **(7.) AMOUNT CLAIMED \$ 5,000.00 PLUS COURT COSTS,**

(8.) FOR THE FOLLOWING REASONS:
The plaintiff, Greenwich Coffee, LLC, owns Greenwich Coffee which does business as a speciality coffee store located in Cheshire, CT. The Defendants, Nicholas DeGrazia and Jason Wagoner, were employed by Greenwich Coffee. On or about January 13, 2008, the defendants destroyed computer data files on the store's point of sale operating system, causing damage to the store's computer system. The defendants owe the plaintiff \$5,000.00.

The undersigned, being duly sworn, deposes and says that the signer has read the claim and, to the best of the signer's knowledge, information and belief, there is good ground to support it.

(9.) SIGNED X	TYPE IN NAME AND TITLE OF PERSON SIGNING AT LEFT John A. Blazi, attorney
(10.) SUBSCRIBED AND SWORN TO BEFORE ME ON (Date) 04/22/2008	SIGNED (Clerk, Notary, Comm. of Sup. Ct.) X

(11.) The undersigned deposes and says: **MILITARY SERVICE AFFIDAVIT**

that the defendant is in the military or naval service of the United States.
 that the undersigned is unable to determine whether or not the defendant(s) in this action are in the military or naval service of the United States.
 that no defendant in this action is in the military or naval service of the United States, and that, to the personal knowledge of the undersigned (*state facts showing defendant is not in such service*)

The plaintiff knows the defendants and has personal knowledge that they are not currently in the military or naval service.

SIGNATURE AND TITLE **X** **Attorney**

SUBSCRIBED AND SWORN TO BEFORE ME ON (Date) **04/22/2008** SIGNED (Clerk, Notary, Comm. of Sup. Ct.) **X**

FOR COURT USE ONLY



State of Connecticut - Superior Court
Centralized Small Claims
80 Washington Street
Hartford, CT 06106-

Toll Free in Connecticut (866) 383-5927
Fax: (860) 756-7805

Local Hartford Area (860) 756-7800
www.jud.ct.gov

151209

NICHOLAS DEGRAZIA
50 PILGRIM TRAIL
WOODBURY, CT 06798-

Docket No. : SCC-151209 BLAZI VS. DEGRAZIA
Venue: SCAW

Answer

YOU MUST ANSWER THIS CLAIM BY:
July 16, 2008
YOUR ANSWER MAY BE MAILED, FAXED OR HAND
DELIVERED AND MUST BE RECEIVED ON OR
BEFORE THE ANSWER DATE.

READ THE INSTRUCTIONS ON
THE BACK OF THE WRIT AND
NOTICE OF SUIT.
IF YOU HAVE QUESTIONS, CALL THE
TELEPHONE NUMBER LISTED ABOVE.

IN RESPONSE TO THE ENCLOSED CLAIM FOR THIS AMOUNT plus court costs, if any
THIS IS MY ANSWER: (Check one box)

\$5,000.00

I disagree with the claim because:
(State below why you disagree. Be brief but specific. At trial you will be able to explain your defense and submit
documentation.)

I admit I owe the claim but desire more time to pay for the following reasons:
(You may suggest a method of payment or a timetable for and amount of deferred payments.)
DO NOT SEND PAYMENT(S) TO THE COURT. ALL PAYMENTS ARE TO BE MADE DIRECTLY TO THE FOLLOWING:
BLAZI JOHN LAW OFFICES OF , 786 CHASE PARKWAY WATERBURY, CT 06708- , (203)596-0600

My counterclaim is: (Check box and see instructions if you claim the plaintiff owes you money.)

Signed, Print Name and Title of Person Signing, Date Signed, Address (No., Street, Town, Zip Code), Telephone No., Juris No.

- 1. YOU DO NOT HAVE TO COME TO COURT ON THE ABOVE DATE EXCEPT TO SUBMIT A WRITTEN ANSWER IF
DONE SO BY THAT DATE. It is not the date of trial. If you have filed an answer contesting the claim the clerk will sche
trial and will send you a written notice of the date and time to come to court.
2.. Failure to file an answer by the answer date may result in a default judgment against you. If the plaintiff(s) win the case
pay the judgment, the plaintiff(s) may try to collect the money owed by getting permission from the court to have money
wages, financial accounts or other property.

SMALL CLAIMS WRIT AND NOTICE OF SUIT

JD-CV-40 Rev. 12-07
C.G.S. §§ 51-15, 51-345(g)
Pr. Bk. § 24-1 et seq.

**CONNECTICUT SUPERIOR COURT
SMALL CLAIMS SESSION**

Type or print legibly. Complete original and provide a copy for each defendant. If downloading the form from the Internet, include "Instructions to Defendant" for each defendant. File the original and copy(ies) for defendant(s) with the court, along with the appropriate entry fee. Retain a copy for your records. See "Instructions to Plaintiff" on back/page 2 for assistance.

FOR COURT USE ONLY
DO NOT WRITE IN THIS SPACE
BARCODE LABEL ONLY

(1.) INFORMATION THAT WILL DETERMINE HEARING LOCATION

Waterbury

ANSWER DATE

P L T F	(2) NAME ADDRESS AND ZIP CODE OF PLAINTIFF #1		P L T F	NAME ADDRESS AND ZIP CODE OF PLAINTIFF #2	
	John A. Blazi 43 Falcon Crest Middlebury, CT 06762				
# 1	TELEPHONE NO. (w/area code) 203-596-0600	(*X ONE) <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION	# 2	TELEPHONE NO. (w/area code)	(*X ONE) <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION

(3.) NAME, ADDRESS AND ZIP CODE OF ATTORNEY FOR PLAINTIFF(S)

Law Offices of John A. Blazi

JURIS NO.

419424

TELEPHONE NO. (w/area code)

203-596-0600

786 Chase Parkway, Waterbury, CT 06708

D E F	(4.) NAME ADDRESS AND ZIP CODE OF DEFENDANT #1		D E F	NAME ADDRESS AND ZIP CODE OF DEFENDANT #2	
	Nicholas DeGrazia 50 Pilgrim Trail Woodbury, CT 06798				
# 1	TELEPHONE NO. (w/area code) 203-263-7515	(*X ONE) <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION	# 2	TELEPHONE NO. (w/area code)	(*X ONE) <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION

(5.) NAME OF TOWN WHERE TRANSACTION/INJURY OCCURRED OR, IN HOUSING MATTERS, WHERE THE PREMISES ARE LOCATED:

(6.) IS THIS CLAIM BETWEEN A LANDLORD AND A TENANT? "X" box if yes:

YOU ARE BEING SUED. THE PLAINTIFF(S) CLAIMS YOU OWE

(7.) AMOUNT CLAIMED
\$ 5,000.00

PLUS COURT COSTS,

(8.) FOR THE FOLLOWING REASONS:

The plaintiff and defendant entered into a contract wherein the plaintiff and defendant agreed that the plaintiff would advance start-up costs for a pet food supplement company. The defendant agreed to reimburse the plaintiff the costs associated with starting the company if the company never realized a profit. The company seized operation without ever realizing profit. Despite demand for repayment, the defendant has refused to repay the plaintiff the funds advanced for starting the company and is in breach of the contract. The defendant owes the plaintiff \$5,000.00

The undersigned, being duly sworn, deposes and says that the signer has read the claim and, to the best of the signer's knowledge, information and belief, there is good ground to support it.

(9.) SIGNED X	TYPE IN NAME AND TITLE OF PERSON SIGNING AT LEFT John A. Blazi, attorney
(10) SUBSCRIBED AND SWORN TO BEFORE ME ON (Date) 04/22/2008	SIGNED (Clerk, Notary, Comm. of Sup. Ct.) X

(11.) The undersigned deposes and says:

MILITARY SERVICE AFFIDAVIT

that the defendant is in the military or naval service of the United States.

that the undersigned is unable to determine whether or not the defendant(s) in this action are in the military or naval service of the United States.

that no defendant in this action is in the military or naval service of the United States, and that, to the personal knowledge of the undersigned (*state facts showing defendant is not in such service*)

The plaintiff knows the defendant and has personal knowledge that he is not currently in the military

FOR COURT USE ONLY

SIGNATURE AND TITLE X	<i>Attorney</i>
SUBSCRIBED AND SWORN TO BEFORE ME ON (Date) 04/22/2008	SIGNED (Clerk, Notary, Comm. of Sup. Ct.) X

DISTRIBUTION: ORIGINAL - Court COPY1- Defendant COPY2 - Defendant COPY3 - Plaintiff