



Joseph Brooks

v.

Pacifica Foods, BfK, Inc. et al.

Lena P. Kneubuhl Folio

Estate and Court Documents

Joseph Brooks

v.

Pacifica Foods, et al

LT 081-79

Sonny Betham, Ben Kneubuhl

Complaint for Breach of Contract and Misrepresentation

12/3/79

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XIII

That plaintiff relied substantially on the representation made to him by the defendants.

XIV

Plaintiff has suffered damages because of defendants' false representation in the amount of \$100,000.00.

XV

Plaintiff herein ask the court to grant punitive damages in the amount of \$100,000.00 against defendants because of their intentional violation of agreement and because of outrageous misrepresentation of facts and for purposes of deterring similar conduct in the future by defendant and other companys in the futures.

WHEREFORE, Plaintiff prays for judgment against defendants as follows:

- 1) \$250,000 for breach of contract.
- 2) \$100,000 for misrepresentation.
- 3) \$100,000 for punitive damages.
- 4) For cost and reasonable attorney's fee and for any other amount court deems proper.

DATED: November 29, 1979.

Respectfully submitted,

Tauivi Tuinei
Tauivi Tuinei
Attorney for Plaintiff

1 by defendant corporation. It was further agreed that plaintiff
2 was to receive a salary of \$1000.00 a month or \$12,000 per year.
3 That it was also agreed that plaintiff will have a 3 bedroom house
4 to stay with his family and that he will use the company's car
5 until he obtain his own.

6 IX

7 That the plaintiff accepted the terms as stated above
8 and then move to American Samoa. Plaintiff relied substantially
9 on the representations made to him and the terms stated at that
10 time.

11 X

12 That upon arriving in American Samoa, defendants
13 employed plaintiff as agreed upon and for four months, plaintiff
14 was employed by defendant, until on or about October 1, 1979 when
15 defendant Sonny Betham informed plaintiff that he, plaintiff, was
16 fired. The reason given at the time of termination was that USDA
17 Officials didnot want plaintiff' to work for Pacifica Food
18 Corporation. Plaintiff has not been working since and has not been
19 successful in finding a job.

20 XI

21 That plaintiff was willing and ready to keep his part of
22 the contract but defendants have failed to abide by the terms and
23 conditions of the contract. Because defendant's breach of contract,
24 plaintiff has suffered damages in the amount of \$250,000.00.

25 XII

26 Plaintiff further suffered damages because of defendants
27 misrepresentation. Defendant misrepresented to the to the
28 plaintiff that he was to be employed for at least two years for
29 defendant corporation. This misrepresentation is material in
30 nature because had plaintiff known of its falsity, he would not
31 have g... his job in the Mainland and... would not have
32 sold ... and personal propert...

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HIGH COURT OF AMERICAN SAMOA
FILED 12/04/79
R. Mahalo
CLERK OF THE HIGH COURT
OF AMERICAN SAMOA

IN THE HIGH COURT OF AMERICAN SAMOA
TRIAL DIVISION

JOSEPH BROOKS,
Plaintiff,

-vs-

PACIFICA FOOD CORPORATION,
E.F. "SONNY" BETHAM, MIKE
KNEUBUHL, & BEN KNEUBUHL,
Defendants.

Civil Action No. 81-79

S U M M O N S

TO THE ABOVE NAMED DEFENDANTS

You are hereby summoned and required to serve upon
Tauivi Tuinei, attorney for Plaintiff, in the above mentioned
cause of action, whose office is located at Fagatogo, and whose
mailing address is P.O. Box 1104, American Samoa 96799, an ANSWER
or other response to the complaint, which is herewith served upon
you, within twenty (20) days after such service of this summons
upon you, exclusive of the day of service. If you fail to do so,
judgment by default will be taken against you for the relief de-
manded in the complaint.

DATED: December 03, 1979

BY THE COURT:

R. Mahalo
CLERK OF THE HIGH COURT OF AMERICAN SAMOA

Lena P. Kneubuhl Folio

Estate and Court Documents

Pacifica Foods

LT 082-79

v.

Joseph Brooks

Complaint for Eviction and Damages

12/7/79

Pacifica Foods

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OF COUNSEL:

HALL & ASSOCIATES
A Professional Corporation

HALECK'S PROFESSIONAL BLDG., SUITE 200
Post Office Box 2506
Pago Pago, American Samoa 96799
Telephone: 633-4252 or 633-4253

HIGH COURT OF AMERICAN SAMOA
FILED 12/07/79
M. Mulipat
CLERK OF THE HIGH COURT
OF AMERICAN SAMOA

ATTORNEYS FOR: Plaintiff

IN THE HIGH COURT OF AMERICAN SAMOA
TRIAL DIVISION

PACIFICA FOODS CORPORATION,)
)
Plaintiff)
)
vs.)
)
JOSEPH C. BROOKS; KALISI)
BROOKS; DOES I THROUGH X,)
inclusive,)
)
Defendants.)

Civil Action No. 82-79

COMPLAINT FOR
EVICTION AND DAMAGES

Plaintiff alleges as a cause of action against defendants,
and each of them as follows:

FIRST CAUSE OF ACTION

1. Plaintiff is a duly licensed American Samoa Corporation and manager of those certain premises known as the Malaloa Flat and entitled to immediate possession thereof.
2. Defendants are citizens of the United States of America, living in American Samoa, and currently occupy the second floor of the premises described above.
3. Does I through X are tenants in possession of those premises described in paragraph 1 above, whose true names are unknown to plaintiff. Plaintiff will seek leave of court to amend this complaint when those true names have been ascertained.
4. Plaintiff has made demands that defendants vacate said premises, but defendants have refused and continue to

Offices of
ASSOCIATES

8: 206-79

1 refuse to do so.

2 5. Plaintiff is entitled to the reasonable rental value
3 of said premises in an amount which will be ascertained according
4 to proof at trial.

5 6. Plaintiff is informed and believes that defendants'
6 immigration status has lapsed and that they are likely to leave
7 this jurisdiction and make their assets unavailable for levy by
8 plaintiff.

9 SECOND CAUSE OF ACTION

10 7. Plaintiff incorporates herein by this reference the
11 allegations of paragraphs 1, 2, and 6 set forth above.

12 8. Within two years last past, plaintiff and defendant
13 JOSEPH C. BROOKS entered into a contract wherein said defendant
14 agreed, among other things, to oversee and supervise production
15 at plaintiff's Food Processing Plant, Pago Pago, American
16 Samoa.

17 9. As a material portion of said contract, defendant
18 JOSEPH C. BROOKS expressly and impliedly covenanted to perform
19 said services in a workmanlike manner, according to the
20 standards and customs of the Food Processing Industry.

21 10. Defendant JOSEPH C. BROOKS so negligently performed
22 said services that plaintiff has been damaged in an amount which
23 will be ascertained according to proof at trial.

24 THIRD CAUSE OF ACTION

25 11. Plaintiff incorporates herein by this reference the
26 allegations of paragraphs 7 through 9, inclusive, set forth
27 above.

28 12. Defendant JOSEPH C. BROOKS failed and refused to perform
29 said services in a workmanlike manner according to the standards
30 and customs of the Food Processing Industry.

31 13. As a direct and proximate result of said defendant's
32 breach of contract, plaintiff has been damaged in an amount which

CIATES 30

1 will be ascertained according to proof at trial.

2 14. As a further foreseeable and consequential result of
3 the breach of contract aforesaid, plaintiff has been damaged in
4 an additional amount which will be ascertained according to
5 proof at trial.

6 WHEREFORE, plaintiff prays for judgment against defendants
7 as follows:

8 FIRST CAUSE OF ACTION

- 9 1. An order of eviction against all defendants;
10 2. Damages for reasonable rental value of the subject
11 premises;

12 SECOND CAUSE OF ACTION

- 13 1. Damages according to proof, against defendant
14 JOSEPH C. BROOKS only;

15 THIRD CAUSE OF ACTION

- 16 1. General damages, according to proof, against
17 defendant JOSEPH C. BROOKS only;
18 2. Consequential damages, according to proof, against
19 defendant JOSEPH C. BROOKS only;


20 ALL CAUSES OF ACTION

- 21 1. For an order restraining defendants and their agents
22 from transferring any assets, except by order of this
23 Court, until this judgment has been satisfied.
24 2. For costs of suit herein;
25 3. For such other and further relief as the Court
26 deems just and proper.

27 DATED: 12-6-79

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30 HALL & ASSOCIATES

HALL & ASSOCIATES
A Professional Corporation

31 By: 
32 WM. GREGORY POLSTER
Attorneys for Plaintiff

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HIGH COURT OF AMERICAN SAMOA
FILED 12/07/79

M. Mulitalo

CLERK OF THE HIGH COURT
OF AMERICAN SAMOA

IN THE HIGH COURT OF AMERICAN SAMOA
TRIAL DIVISION

PACIFICA FOODS CORPORATION,

Plaintiff

vs.

JOSEPH C. BROOKS; KALISI
BROOKS: DOES I THROUGH X,
inclusive,

Defendants.

Civil Action No. 82-79

S U M M O N S

TO: JOSEPH C. BROOKS
KALISI BROOKS

YOU ARE HEREBY summoned and required to serve upon
HALL & ASSOCIATES, Attorneys for plaintiff in the above-
mentioned cause of action, and whose mailing address is
P.O. Box 2506, Pago Pago, American Samoa, 96799, an
Answer or other response to the complaint which is
herewith served upon you, within twenty (20) days after
such service exclusive of the day of service.

If you fail to do so, judgment by default will be
taken against you for the relief demanded in the attached.

DATED: 12/07/79

BY THE COURT:

Mataua Mulitalo

CLERK OF THE HIGH COURT OF
AMERICAN SAMOA

of
ASSOCIATES 30