

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT -- _____ DIVISION
CIVIL ACTION NO. 06-CI-_____

PRIME CONTRACTING, INC.,
a Kentucky Corporation, and
COMPLETE CONTRACTING, LLC

PLAINTIFFS

vs.

**COMPLAINT
JURY TRIAL DEMANDED**

WAL-MART STORES, INC.

DEFENDANT

* * * * *

Plaintiffs Prime Contracting, Inc., and Complete Contracting, LLC for their
Complaint against defendant Wal-Mart Stores, Inc. states as follows:

I

Nature of the Action

1. This is an action under the common law of Kentucky arising from injuries caused plaintiffs by defendant's tortious and wrongful conduct in interfering with existing contractual relationships without justification and in interfering with existing and prospective business relationships seeking recovery of compensatory and punitive damages, attorney's fees and costs.

II

Jurisdiction and Venue

2. Fayette Circuit Court has jurisdiction over this case because the amount in controversy exceeds its jurisdictional minimum. Venue is proper in Fayette Circuit Court pursuant to KRS 452.450 since the defendant corporation maintains a place of business in Fayette County, Kentucky.

III

Parties

3. Plaintiff Prime Contracting, Inc. (Prime) is a corporation organized under the laws of the Commonwealth of Kentucky. It maintains its principal place of business at 118 West College Avenue, Stanton, Powell County, KY.

4. Plaintiff Complete Contracting, LLC (Complete) is a foreign limited liability company authorized to conduct business in Kentucky and organized under the laws of the state of Delaware. It maintains its principal place of business at 21 Washington Avenue, Stanton, Powell County, Kentucky.

5. Defendant Wal-Mart Stores, Inc. is a corporation organized under the laws of the state of Delaware. It maintains a place of business in Fayette County, Kentucky. Wal-Mart's agent for service of process is the CT Corporation System, Kentucky Home Life Building, Louisville, KY 40202.

IV

Facts Giving Rise To The Lawsuit

6. Prime is and has been for a number of years operating as a provider of masonry and building erection contracting services.

7. Complete is and has been for a number of years operating as a provider of masonry and building erection contracting services.

8. Due to their skill and efficiency and track records of success both Prime and Complete have served as subcontractors on a number of Wal-Mart projects.

9. On Wal-Mart projects both Prime and Complete have served as a subcontractor to a general contractor who in turn has contracted with Wal-Mart.

10. In the second half of 2005 Prime and Complete were subcontractors on a number of Wal-Mart projects, including projects located in Florence, Kentucky, Bismarck, North Dakota, Greenwood, Mississippi, Moundsville, West Virginia, Springfield, Ohio, Stuart, Virginia, Burlington, North Carolina, Demopolis, Alabama, Jacksonville, Florida, Reidsville, North Carolina, and Johnson City, Tennessee.

11. As a result of the services it had and would provide on the above-referenced Wal-Mart projects, Prime and Complete stood to reap substantial profits and income.

12. In addition to the above-listed Wal-Mart projects, Prime and Complete based on past successes and existing business relationships reasonably expected a similar volume of work in the future on Wal-Mart projects.

13. From these existing business relationships and prospective work on Wal-Mart projects Prime and Complete stood to earn substantial profits and income in the future.

14. Wal-Mart without justification tortiously and wrongfully interfered with existing contractual relationships regarding the Wal-Mart projects above referenced.

15. Wal-Mart without justification tortiously and wrongfully interfered without justification with prospective contractual relationships of plaintiffs' regarding future Wal-Mart projects.

16. As a direct and proximate result of Wal-Mart's tortious and wrongful conduct Prime and Complete have suffered substantial loss of income and profits.

17. As a direct and proximate result of Wal-Mart's tortious and wrongful conduct Prime and Complete have suffered substantial lost future profits and income.

18. Wal-Mart's actions at issue herein have been taken with gross negligence and/or deliberate indifference to the rights of Prime and Complete.

V

CAUSES OF ACTION

Count 1 – Tortious Interference with Contractual Relationship

19. Plaintiffs incorporate herein paragraphs 1 through 18 hereof.

20. Defendant has tortiously interfered with existing, ongoing contractual relationships of plaintiffs and caused plaintiffs substantial injuries.

Count 2 – Tortious Interference With Prospective Business Relationship

21. Plaintiffs incorporate herein paragraphs 1 through 20 hereof.

22. Defendant has tortiously interfered with prospective business and contractual relationships of plaintiffs and caused plaintiffs substantial injuries.

VI

DEMAND FOR RELIEF

WHEREFORE, plaintiffs demand relief against defendant as follows:

(1) that the Court enter a judgment awarding plaintiffs compensatory damages in fair amount as proved by evidence at trial to remedy the damages caused them by defendant;

(2) that the Court enter a judgment awarding plaintiffs punitive damages to punish defendant for its wrongful conduct and to deter repetition of same;

(3) that the Court award plaintiffs their costs, expenses and reasonable attorney's fees incurred herein; and,

(4) that the Court grant plaintiffs such other relief as to which they are entitled.

DEMAND FOR TRIAL BY JURY

Pursuant to CR 38 plaintiffs demand trial by jury on all issues so triable.

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