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Attorneys for Plaintiffs

SHAWN VISCO and ALEXANDER
VISCO, M.D.

Plaintiffs,

v.

DALE TALDE, DAVID MASSONI,
JOHN BUSH, ANTHONY CARRINO,
TELCO RESTAURANT GROUP, LLC,
D.J.D. TALDE JC, LLC, CINQUE
TERRE GROUP LIMITED LIABILITY
COMPANY, LLC a/k/a CINQUE
TERRE,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CIVIL DIVISION: HUDSON COUNTY

DOCKET NO.: HUD-L-

Civil Action

COMPLAINT

Plaintiffs, Shawn Visco and Alexander Visco, M.D., by way of their Complaint against the Defendants, Dale Talde, David Massoni, John Bush, Anthony Carrino, Telco Restaurant Group, L.L.C., D.J.D. Talde J.C., L.L.C., and Cinque Terre Group, L.L.C. a/k/a Cinque Terre hereby allege as follows:

PARTIES

1. Plaintiffs, Shawn Visco and Alexander Visco, M.D. ("Plaintiffs" or the "Viscos") are individuals residing at 42 Ann Street. Apt. 3, New York, NY 10038.

2. Defendant Telco Restaurant Corp, LLC ("Telco") is a limited liability company duly organized and existing under the laws of the state of New Jersey with a principal place of business located at 8 Erie Street, Jersey City, New Jersey 07302.

3. Defendant Dale Talde (“Talde”) is an individual residing at 1026 Morningside Lane, Fort Lee, New Jersey 07024. Talde is a celebrity chef best known for his appearances on the Bravo Network’s program “Top Chef.” Talde is an owner and manager of Telco.

4. Defendant David Massoni (“Massoni”), an owner and manager of Telco, is an individual residing at 111 2nd Street, South Orange, New Jersey 07079.

5. Defendant John Bush (“Bush”), and owner and manager of Telco, is an individual residing at 247 5th Avenue, Apt. 2R, Brooklyn, New York 11215.

6. Upon information and belief, Defendant Anthony Carrino (“Carrino”) is an individual residing at 8 Erie Street, Apt. 303, Jersey City, New Jersey, 07302.

7. Defendant D.J.D. Talde J.C., LLC (“D.J.D.T.J.C.”) is a limited liability company duly organized and existing under the laws of the State of New Jersey with a Service of Process address located at Princeton South Corporate Center, Ste. 160, 100 Charles Ewing Boulevard, Ewing, New Jersey 08628.

8. Defendant Cinque Terre Group Limited Liability Company, L.L.C. (“Cinque”) is a limited liability company duly organized and existing under the laws of the state of New Jersey with a principal place of business located at 218 Central Avenue, Jersey City, New Jersey 07307.

9. Defendant, Telco, is comprised of the following members: D.J.D.T.J.C. and Cinque.

10. Defendant, D.J.D.T.J.C., is comprised of the following members: Talde, Massoni, and Bush.

11. Defendant, Cinque, is managed and partially owned by Defendant Carrino.

12. Telco, is managed by Defendants Talde, Massoni, Bush, and Carrino (the “Managers”).

THE FACTS

13. This is an action to recover certain monies due and owing to Plaintiffs from Defendants arising out of the negligent and fraudulent operation of Telco.

14. Plaintiffs are a married couple. On or about October 10, 2014, Defendant Carrino reached out to Plaintiffs via written letter in order to solicit their investment of funds in Telco. Upon information and belief, with that letter, Defendants set a fraudulent scheme in motion.

15. Within that October 2014 letter, Carrino stated that Plaintiffs' investments would "not only benefit Telco Group, but yourselves as investors, our patrons, and the surrounding neighborhood."

16. On or about November 26, 2014, Telco made a promissory note in favor of Plaintiffs for the principal amount of One Hundred Thousand Dollars (\$100,000.00) (the "Note").

17. Pursuant to the Note, proceeds from the offering of promissory notes were to be used to fund the completion of the construction of and the purchase of related property, plant, and equipment associated with the opening of Talde Jersey City, Carrino Provisions, and the Switching Room, and for general working capital purchases.

18. Pursuant to the Note, Telco was contractually required to pay the lump sum of \$100,000.00 to Plaintiffs within five years from the date the Note was executed, no later than November 25, 2019.

19. Pursuant to the Note, the principal amount was subject to an accrual of interest of 9% per annum in Plaintiffs' favor.

20. As part of Defendants' solicitation of Plaintiffs' investment, the Viscos were guaranteed quarterly payments of the 9% interest accrual on the \$100,000.00 principal.

21. The Note was executed by Anthony Carrino as the agent and managing member of Telco.

22. Telco has failed and/or refused to provide Plaintiffs with (1) an accounting or status as to the subject loan and (2) the anticipated date that Telco will pay all amounts due and owing on the Note or (3) any status on Telco's business affairs.

23. Upon information and belief, Telco and the Managers have failed to accrue the contractually required 9% annual interest growth for Plaintiffs on the \$100,000.00 principal amount over the last three years.

24. Defendants have not merely failed to perform under or otherwise breached the terms of the Note, but the Managers have operated Telco in a fraudulent matter by concealing and misrepresenting critical facts concerning the entity's investments and operation. Upon information and belief, the Managers are using the Telco investment funds for the sole purpose of enriching and benefitting the Managers' business ventures in the Tri-State area. Plaintiffs do not have any interest in these other ventures that benefitted from the fraud visited upon Plaintiffs. Defendants have enriched themselves and their other business efforts at Plaintiffs' expense.

25. Indeed, upon information and belief, Defendants engaged in a number of fraudulent schemes whereby they simply used Telco and capital intended for Telco as a vehicle to support their other business ventures.

26. Plaintiffs began to unveil this fraud when Defendants failed to respond to Plaintiffs communications regarding the loan and/or the status of Telco's business affairs, and when Telco failed to make quarterly interest payments to Plaintiffs.

27. Specifically, Plaintiffs demanded bank statements and financial information regarding Telco. For example, on August 5, 2016, Plaintiffs demanded banking and financial information

from Telco and the Managers through counsel. In the letter, counsel expressed concern about Defendants engaging in a fraudulent scheme. Despite Plaintiffs' concerns of fraud, Defendants never provided the financial information requested. Over the course of a year, Defendants failed to provide further substantive information about the status of Telco or the conduct of the Managers.

28. Upon information and belief, Defendants diverted funds from Telco to other restaurant and business ventures, including Talde Brooklyn located at 369 Seventh Avenue, Brooklyn New York 11215.

29. Upon information and belief, Defendants have engaged in other acts of fraud involving diverting other resources including time, labor and supplies from Telco to other business ventures of the Managers.

30. As set forth above, Telco is an entity that perpetrated a fraud against the Plaintiffs. Further, Talde, Massoni, Bush, Carrino, D.J.D.J.C., and Cinque are each liable for the fraud and other wrongful acts committed against Plaintiffs.

COUNT I
BREACH OF CONTRACT

31. Plaintiffs adopt and incorporate by reference all prior allegations as if set forth at length here.

32. Defendants' actions constitute a breach of the agreement entered into with Plaintiffs. Specifically, Defendants failed to pay the accrued interest as agreed to by the parties. In addition, upon information and belief, Defendants used and diverted Telco funds for the benefit of other business ventures of the Managers to Telco's detriment.

33. As a result, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, interest, and for such further relief as the Court deems just.

COUNT II
GOOD FAITH AND FAIR DEALING

34. Plaintiffs adopt and incorporate by reference all prior allegations as if set forth at length here.

35. By operation of law, all contracts entered in the State of New Jersey contain an implied covenant of good faith and fair dealing.

36. Defendants breached the implied covenant of good faith and fair dealing owing to Plaintiffs under agreement. Defendants' bad faith conduct is set forth above. Without limitation, Defendants has acted in bad faith by diverting funds, energy, labor and supplies to the Manager's other business ventures. Further, Defendants acted in bad faith by failing to pay interest on the investments.

37. For the reasons detailed above, Defendants' breach of the covenant of good faith and fair dealing has resulted in harm to the Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, interest, and for such further relief as the Court deems just.

COUNT III
FRAUDULENT INDUCEMENT AND MISREPRESENTATION

38. Plaintiffs incorporate by reference the allegations contained in the previous paragraphs as if fully set forth in this cause of action.

39. In the course of the business relationship, Defendants engaged in numerous material misrepresentations of fact which were false, and which Defendants knew to be false. For example, Defendants led Plaintiffs to believe that their investment would be used to grow Telco

and result in profits to pay the interest on the investments on a quarterly basis. Nonetheless, upon information and belief, Defendants knew that Telco was failing and that Plaintiffs' funds and other Telco resources would be diverted to benefit the Managers' other business ventures.

40. Defendants made these intentional misrepresentations to Plaintiffs in order to induce Plaintiffs into making the \$100,000.00 loan to Telco. Defendants knew that these material misrepresentations were false.

41. Plaintiffs reasonably relied on these material misrepresentations.

42. As a result of the fraudulent inducement and misrepresentation, Plaintiffs have been and will continue to be damaged.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, interest, and for such further relief as the Court deems just.

COUNT IV
NEGLIGENT MISREPRESENTATION

43. Plaintiffs incorporate by reference the allegations contained in the previous paragraphs as if fully set forth in this cause of action.

44. Defendants negligently made incorrect statements to Plaintiffs. For example, For example, Defendants negligently led Plaintiffs to believe that their investment would be used to grow Telco and result in profits to pay the interest on the investments on a quarterly basis. Nonetheless, upon information and belief, Defendants knew that Telco was failing and that Plaintiffs' funds and other Telco resources would be diverted to benefit the Managers' other business ventures.

45. Plaintiffs reasonably relied on this incorrect information.

46. As a result of the negligent misrepresentation, Plaintiffs have been and will continue to be damaged.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, interest, and for such further relief as the Court deems just.

BRACH EICHLER L.L.C.
Attorneys for Plaintiffs

By: 

KEITH J. ROBERTS

DATED: December 21, 2017

JURY DEMAND

Plaintiffs demand a trial by jury on all counts so triable.

DESIGNATION OF TRIAL COUNSEL

Keith J. Roberts, Esq. is hereby designated as trial counsel for Plaintiff.

BRACH EICHLER L.L.C.
Attorneys for Plaintiffs

By: 

KEITH J. ROBERTS

DATED: December 21, 2017