

**RETURN DATE: MAY 30, 2023**

<b>DOCKET NO. :</b>	:	<b>SUPERIOR COURT</b>
	:	
<b>LISA RONSON and SUZANNE RONSON,:</b>	:	<b>J.D. OF DANBURY</b>
	:	<b>AT DANBURY</b>
<b>v.</b>	:	
	:	
<b>RICHARD TEDESCO and GUITAR</b>	:	
<b>HANGAR, INC.</b>	:	<b>APRIL 27, 2023</b>

**COMPLAINT FOR DECLARATORY RELIEF**

1. This is an action for a declaratory judgment pursuant to Conn. Gen. Stat. §52-29 and Practice Book §17-54 *et seq.*, for the purpose of determining actual bona fide and substantial questions or issues in dispute of substantial uncertainty of legal relations which requires settlement between Plaintiffs and Defendants, as is hereinafter more fully described.

2. Plaintiffs bring this action for declaratory relief against Richard “Rick” Tedesco (“Tedesco”) and Guitar Hangar, Inc. (“Guitar Hangar”) (collectively, “Defendants”), who together have maintained that an agreement that does not contain an end date continues to exist despite Plaintiffs’ written termination of the agreement.

3. Plaintiff Lisa Ronson is a citizen of Great Britain and the United States and currently resides in London, England. She is the daughter of the late Mick Ronson who was an accomplished musician, best known for playing lead guitar for David Bowie (“Bowie”) during the David Bowie/Ziggy Stardust period of Bowie’s career.

4. Plaintiff Suzanne Ronson is the widow of Mick Ronson and the mother of Lisa Ronson. Suzanne Ronson resides in New York, New York.

5. Upon information and belief, Defendant Tedesco is an individual residing at 61 Candlewood Road, Brookfield, Connecticut. He is the President of Defendant Guitar Hangar.

6. Guitar Hangar is a Connecticut corporation based in Brookfield, Connecticut and located at 270 Federal Road in Brookfield.

7. On or about March 6, 2004, Plaintiffs and Defendants entered into an agreement whereby Guitar Hangar and Tedesco would create the "Mick Ronson Tribute Les Paul" guitar by modifying Gibson Les Paul guitars to resemble the original Les Paul that Mick Ronson used during the Davie Bowie/Ziggy Stardust period of his career.

8. Pursuant to the Agreement, Defendants agreed to pay Suzanne Ronson or Lisa Ronson at total of \$200.00 per guitar sold. Defendants agreed to be responsible for all costs of these guitars, including modification of the guitars and advertising. Plaintiffs agreed that Guitar Hangar would maintain the exclusive rights to the Mick Ronson Tribute Les Paul. A copy of the Agreement is annexed hereto as Ex. A.<sup>1</sup>

9. Defendants have not sold any guitars since at least 2016.

10. Defendants have advised Plaintiffs that the Mick Ronson Tribute Les Paul guitar is too costly to create.

11. The Agreement does not contain an end date. As such, by letters dated February 27, 2023 and April 11, 2023, Plaintiffs' counsel notified Defendants that, inasmuch as the Agreement does not contain an end date or language stating that the Agreement is intended to continue into perpetuity, the Agreement was terminated.

12. Defendants have taken the position that the Agreement is not terminated and remains in full force and effect.

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<sup>1</sup> All exhibits referenced herein will be served and filed in accordance with the requirements of Practice Book § 10-29.

13. Based on the foregoing, there is a bona fide dispute that exists with respect to the parties' contractual rights for which there is no adequate remedy at law and which requires a judicial determination as to whether or not the Agreement has been terminated by Plaintiffs.

**COUNT ONE—(DECLARATORY RELIEF)**

14. Plaintiffs reallege and incorporate by reference each allegation made in the paragraphs above, as though set forth in full herein.

15. Through the facts alleged above, an actual and justiciable controversy exists between Plaintiffs and Defendants.

16. Accordingly, Plaintiffs seek a declaration that upon written termination of the Agreement tendered on February 27, 2023 and April 11, 2023, Defendants have no contractual rights to (i) create and/or market the Mick Ronson Tribute Les Paul guitar; (ii) the exclusive rights to the Mick Ronson Tribute Les Paul guitar and (iii) utilize Mick Ronson's likeness and/or name in connection with any business owned, operated or associated with Tedesco and/or Guitar Hangar.

**WHEREFORE,** Plaintiffs request that the Court issue the following relief:

- a. A declaration and judgment stating that Defendants have no contractual rights under the Agreement as of February 27, 2023 and April 11, 2023, to (i) create and/or market the Mick Ronson Tribute Les Paul guitar; (ii) the exclusive rights to the Mick Ronson Tribute Les Paul guitar and (iii) utilize Mick Ronson's likeness and/or name in connection with any business owned, operated or associated with Tedesco and/or Guitar Hangar, because pursuant to Connecticut law, agreements that lack a termination date are terminable at will, absent a specific clause stating that the contract is intended to continue into perpetuity; and

b. Such other legal and equitable further relief as the Court shall deem just and proper including reasonable attorneys' fees and costs pursuant to Practice Book § 17-57.

THE PLAINTIFFS

By: \_\_\_\_\_ /s/  
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