

12/4/2023 2:12 PM
By: AL

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
COUNTY OF CHAMPAIGN

Duson W. Morrison
CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY, ILLINOIS

Dennis Toeppen)	2023SC001607
)	Case No. 23-SC-
)	
Plaintiff,)	Amount Claimed: \$2500.00
)	
vs.)	plus costs and attorney's
)	fees
)	
Noah Elliott Morrison)	
)	
)	
Defendant)	

VERIFIED COMPLAINT

NOW COMES the Plaintiff, Dennis Toeppen, for his Complaint against Noah Elliott Morrison, Defendant:

1. Plaintiff Dennis Toeppen, ("Plaintiff") is a resident of the State of Illinois, County of Champaign.
2. Defendant Noah Elliott Morrison, ("Defendant") visited Urbana and Champaign, Illinois on November 26, 2023 for the purpose of putting a 5% deposit on the purchase of a camera system for \$64,100 and to shoot a test film to verify proper operation.
3. Prior to visit, Defendant repeatedly committed, in writing, to purchase camera system.
4. One day after having supposedly forgotten his checkbook for visit, Defendant committed to mailing deposit - again affirming the deal.
5. Plaintiff spent approximately two hours on November 25, 2023 preparing for test film, including gathering equipment, locating film stock, thawing film stock, loading film stock into equipment, assembling equipment and locating supplies needed for shooting.

6. Plaintiff spent approximately six hours on a cloudy November 26, 2023 preparing for and participating in shooting of test film.

7. Plaintiff allocated 250' of film stock to shooting of test film. Defendant was advised of film budget. Plaintiff planned on using remaining 150' of film stock on roll to shoot a test film on a sunny day.

8. Despite being given a budget of 250', Defendant used up 380' of film stock without authorization from Plaintiff, leaving only 20' of remaining film stock.

9. A typical test film requires 100'-200'. Plaintiff is unable to film a meaningful test on the 20' of film which remains on roll. Plaintiff must therefore purchase another roll of film.

10. Proper camera operation was verified during Defendant shooting of test film.

11. Purchase of camera was not contingent on Defendant seeing processed test film.

12. Plaintiff devoted time and costly film stock to test film solely because Defendant had committed to purchasing camera system for \$64,100.

13. Defendant withdrew from deal November 27, 2023, just a few hours after committing to mailing deposit check that he was supposed to tender the day before. Defendant stated that he found a cheaper camera.

14. Plaintiff bills his time at \$60/hour for broadcast camera system work. Cost of film roll is \$249.

Count 1: Breach of Contract

15. Defendant repeatedly committed, in writing, to purchasing camera system from Plaintiff.

16. In consideration of Defendant incurring time and expense to drive from Detroit to Urbana, IL, and Defendant's valuable commitment to purchase camera system, Plaintiff provided time and film to Defendant.

17. Defendant breached contract and did not purchase camera system.

18. Plaintiff suffered direct damages of \$60/hour times 8 hours plus \$249 in film stock as the direct result of Defendant breaching contract.

19. Plaintiff anticipates that he will incur additional damages as a result of committing camera to Defendant and subsequently having to start over in negotiating sale to another buyer.

Count 2: Tort of Conversion

20. Defendant's consumption of Plaintiff's time and materials was predicated on Defendant's repeated written statements that he was going to purchase camera system.

21. Defendant was not otherwise entitled to own or consume Plaintiff's time or supplies.

22. Defendant's false representation that he was going to purchase camera system resulted in transfer of Plaintiff's time and supplies to Defendant without reimbursement.

23. Plaintiff incurred damages as a result of Defendant's theft of time and supplies.

24. Plaintiff suffered direct damages of \$60/hour times 8 hours plus \$249 in film stock as the direct result of Defendant's theft of time and supplies.

25. Plaintiff anticipates that he will incur additional damages as a result of committing camera to Defendant and subsequently having to start over in negotiating sale to another buyer.

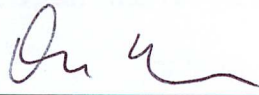
Prayer for Compensatory and Punitive Damages

26. As a result of Defendant's actions, Plaintiff is damaged in an amount not to exceed \$2500. Plaintiff reserves damages for trial. Plaintiff reserves the right to amend complaint and change complaint from type SC to type LM.

27. Plaintiff requests punitive damages against Defendant in an amount sufficient to deter Defendant from engaging in similar conduct in the future.

WHEREFORE, Plaintiff DENNIS TOEPPEN requests that the Court enter judgment against Defendant in an amount not exceeding \$10,000, plus costs and any additional relief court deems appropriate.

Dennis Toeppen, Plaintiff,

BY: 

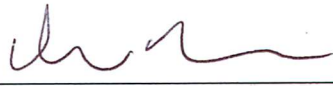
Dennis Toeppen

Dennis Toeppen
PO Box 17224
Urbana, IL 61803
(217) 344-2600
email: noahmorrisonsuit@net66.net

VERIFICATION

Under Penalties as provided by law pursuant to section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dennis Toeppen, Plaintiff,

By: 
Dennis Toeppen

Subscribed and Sworn to before me
this 4th day of December, 2023



Notary Public



State of Illinois County of Champaign
Signed and sworn/or acknowledged
before me on 12/4/2023 (date) by Dennis Toeppen
Notary Public 