RETURN DATE: AUGUST 16, 2016	:	SUPERIOR COURT
CENTERPLAN CONSTRUCTION COMPANY LLC, DONO HARTFORD LLC	:	J.D. OF HARTFORD
V.	:	AT HARTFORD
CONNECTICUT DOUBLE PLAY, LLC d/b/a HARTFORD YARD GOATS, JOSH SOLOMON	:	JULY 25, 2016

COMPLAINT

STATEMENT OF FACTS

1. Centerplan Construction Company LLC (herein also "Centerplan") is a domestic limited liability company incorporated in the State of Connecticut with a Hartford business address of City Place II, 185 Asylum Street, Suite 610, Hartford.

2. The City of Hartford (herein also the "City") is a municipal corporation organized and operating under the laws of the State of Connecticut.

3. DoNo Hartford LLC (herein also "DoNo") is a domestic limited liability company incorporated in the State of Connecticut with a Hartford business address of City Place II, 185 Asylum Street, Suite 610, Hartford.

4. Connecticut Double Play, LLC d/b/a Hartford Yard Goats (herein also the "Ballclub") is a limited liability company incorporated in the State of Delaware that conducts business in the State of Connecticut, with a Connecticut business address of 99 Pratt Street, Hartford.

5. Josh Solomon is the manager of Connecticut Double Play, LLC d/b/a Hartford Yard Goats, with a Connecticut business address of 99 Pratt Street, Hartford and a residential address of 427 Concord Street, Subdury, Massachusetts.

6. DoNo was formed to redevelop several parcels of land in the area of Hartford Connecticut known as Downtown North, under various written agreements with the City. On one of the parcels, the City engaged DoNo to develop a baseball facility for a AA Minor League team, now called the Hartford Yard Goats.

7. On or about February 4, 2015, the City, as "Owner," and DoNo, as "Developer" entered into a Development Services Agreement ("DSA") for the construction of a baseball field and parking facilities (herein also the "Project") as outlined in a "Ballpark Development Agreement" dated January 26, 2015.

8. Article 3(a) of the DSA identifies Centerplan as the "Design Builder" for purposes of the Project.

9. Article 6 of the DSA states "it is imperative that Developer and Design Builder control the design phase and any further changes to the In Progress Project Plans that are not Material Changes." At all times relevant hereto the Ballclub and Mr. Solomon were aware of this provision and the right of Centerplan to control the design so that it could construct the Project for a guaranteed maximum price ("GMP") of approximately $54,000,000 and complete the work by March 11, 2016, so the Ballclub could play baseball during the current season.

10. The only way that Centerplan could possibly meet the date for substantial completion, March 11, 2016 was if the design for the Project was complete well before March 2016.

11. On or about February 6, 2015, DoNo, as "Owner," and Centerplan, as "Design Builder" entered into a Design Build Contract with respect to the Project.

12. The City, in conjunction with the Ballclub, developed the Construction Documents which are incorporated into the Design Build Contract and according to which Centerplan had to construction the Project.

13. Construction on the Project commenced in February 2015.

14. After construction commenced Centerplan made various changes to the design, as was its right, to bring the cost of the Project below the GMP.

15. In reliance on the Contract Documents and the right to make changes to the design, Centerplan entered into numerous contracts with subcontractors and suppliers to enable Centerplan to construct the Project.

16. After the start of construction on the Project and while Centerplan was "value engineering" the design to get the construction cost below the budget GMP, the Ballclub and the City engaged in numerous meetings during which the Ballclub insisted on changes to the design which increased the cost of construction. Centerplan and DoNo were not invited to and did not participate in the meetings.

17. The Ballclub demanded the changes which arose from the meetings be incorporated into the Project, despite the DSA's specific recognition that control of the design

phase by Centerplan and Dono was "imperative" and that Centerplan had to design to a GMP budget, which budget was in fact all the funds the City allocated for the Project.

18. As a result of the changes mandated by the Ballclub, the City did not have enough money to pay for the work and Centerplan projected that it could not complete the work by the beginning of baseball season.

19. A dispute arose between the City, Centerplan and DoNo about the amount of time and money that was then necessary to complete the Project.

20. The City, DoNo, Centerplan and the Ballclub worked through the dispute.

21. In January 2016, the City, DoNo, and Centerplan, the City and DoNo agreed to extend the date for Substantial Completion of the Project from March 11, 2016 to May 17, 2016 (herein the "January Agreement") and increase the GMP to accommodate the changes mandated by the Ballclub.

22. As a predicate for the January Agreement the Ballclub agreed with the City to provide at least $2,000,000 to pay for the enhancements to the Ballpark it demanded. Centerplan and DoNo also agreed to contribute money to the settlement. The City agreed to provide additional money as well.

23. The January Agreement specifically provides that neither the City nor the Ballclub would initiate any changes to the Project subsequent to the January Agreement.

24. Subsequent to the execution of the January Agreement, the City and the Ballclub engaged in numerous meetings which excluded Centerplan and DoNo during which the Ballclub insisted on additional changes to the design but no arrangement for additional payment.

25. These changes were communicated through five Construction Change Directives ("CCD") issued by the City to Centerplan and DoNo. A sixth CCD was circulated in draft form on or about June 6, 2016.

26. These CCDs materially altered the Project by, among other things: requiring changes to exterior lighting and signage; requiring changes to electrical and plumbing plans; requiring additional structural supports for signage, entry gates, and waterproofing; and the addition of television locations and requisite electrical lines and cabling required for those televisions.

27. The CCDs identified in the previous paragraph were issued in April and May of 2016, with the last being issued on May 12, 2016.

28. More critically, the Ballclub refused to provide the money it previously agreed to provide ($2,000,000) and the City asserts that it did not have enough money to cover its obligations to Centerplan and DoNo. As of June 6, 2016, the City did not have enough funds on hand to pay the May requisition which had been approved by the Architects.

29. As a result of the changes to the Project demanded by the Ballclub and ordered by the City, the Substantial Completion Deadline of May 17, 2016 could not be met.

30. DoNo has agreements with the City that may provide that if the Project was not completed by September 1, 2016, solely because of DoNo's fault, then the City could terminate the agreements and prevent DoNo from developing the planned 900 units of housing along the perimeter of the ballpark.

31. The owner of the Ballclub, Josh Solomon, is also in the real estate development business.

32. At all times relevant hereto, Mr. Solomon was aware of the various agreements which limited his right, the rights of the Ballclub and the rights of the City to increase the cost of construction and otherwise interfere with Centerplan's and DoNo's rights to manage the design and construction the Project, as well as develop the adjacent property.

33. The City did not have enough money to pay for the work subject to the Design Build Contract in any event, especially when Mr. Solomon refused to put up the $2,000,000 he represented he would give the City or otherwise pay for other changes he demanded to the Project.

34. On or about June 6, 2016, faced with the situation that it was already in default, the City wrongfully terminated the DSA and the Design Build Contract because it believed that by doing so, it could "call" the performance bond provided by Centerplan and obtain more money from Arch Insurance Co. so the Project would be finished and the parties could in effect fight about who would pay for it later.

35. Centerplan and DoNo are not in default.

36. The City was in default of the various agreements and could not terminate DoNo or Centerplan because the City did not have adequate funds to pay for its obligations under the DSA and related agreements and continued to order that DoNo and Centerplan perform additional work, as described in the Construction Change Directives referenced above, for which

the City could not pay, at the direction of the Ballclub and Mr. Solomon who refused to pay for anything.

37. Even if Mr. Solomon and the Ballclub put up the money they promised, the City still did not have enough money to pay for the construction it ordered Centerplan and DoNo to perform.

38. This action became part of a plan to pressure the bonding company to pay subcontractors and otherwise contribute money to the completion of the Project and be forced to litigate with the City to recover the money after the Ballclub received all the benefits of the underlying transaction when the team could play baseball in the state of the art facility and destroy Centerplan's reputation.

FIRST COUNT (TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS)

1-38. Paragraphs 1-38 of the Statement of Facts are hereby incorporated as Paragraphs 1-38 of the First Count as if fully set forth herein.

39. The Ballclub and Mr. Solomon knew of the DSA and the Design Build Contract between and among the City, DoNo, and Centerplan, and knew of the January 2016 Agreement.

40. The Ballclub and Mr. Solomon knew that the Substantial Completion Date set forth in the DSA was March 11, 2016.

41. The Ballclub and Mr. Solomon knew that changes to the Project after the construction documents were finalized would jeopardize Substantial Completion by March 11, 2016.

42. The Ballclub and Mr. Solomon knew that the Substantial Completion Date set forth in the January 2016 Agreement was May 17, 2016.

43. The Ballclub and Mr. Solomon knew that changes to the Project made subsequent to the January 2016 Agreement would jeopardize Substantial Completion by May 17, 2016.

44. The Ballclub and Mr. Solomon knew that if the Project was not completed by September 1, 2016, and the failure was solely the fault of DoNo, then the City could terminate the related agreement perhaps grant Mr. Solomon's companies the right to develop the surrounding properties.

45. Notwithstanding the foregoing, the Ballclub and Mr. Solomon met with the City on multiple occasions after the Contract Documents were finalized and after the execution of the January 2016 Agreement, to the exclusion of both Centerplan and DoNo, and demanded the changes to the Project identified in Paragraph 26, above.

46. Upon information and belief, a meeting took place on or about Tuesday, July 19, between Mr. Solomon and representatives from a construction company – John Moriarty & Associates, Inc. (herein also "Moriarty"). At the conclusion of that meeting, representatives from the City advised both Mr. Solomon and Moriarty that they could contact subcontractors who had previously worked on the project to discuss going back to work with Moriarty overseeing the project, as opposed to Centerplan. On or about Wednesday, July 20, 2016, a project manager from Moriarty did contact at least one subcontractor to discuss going back to work under the oversight of Moriarty.

47. Meeting with the City, to the exclusion of DoNo and Centerplan, to mandate

changes to the Project, when the DSA recognized that it was "imperative" that DoNo and Centerplan have design control over the Project, and meeting with a prospective replacement contractor despite the existence of contracts between the City and the Plaintiffs goes beyond any form of accepted business practice in that the Ballclub knew that it was imperative that the Plaintiffs have design control over the Project and knew that the changes mandated by the Defendants would jeopardize the Plaintiffs' meeting the original and revised Substantial Completion Dates of March 11, 2016 and May 16, 2016, respectively.

48. The actions of the Ballclub and Mr. Solomon as described above were intentional and they knew that their actions would interfere with the contractual relationships that the Plaintiffs had with the City and with each other.

49. The actions of the Ballclub and Mr. Solomon as described above were malicious and exhibited an improper motive in that they engineered a plan under which they intended to pressure the City into pressuring the bonding company to pay subcontractors and otherwise contribute money to the completion of the Project and be forced to litigate with the City to recover the money after the Ballclub received all the benefits of the underlying transaction when the team could play baseball in the state of the art facility and destroy Centerplan's reputation; and in that Mr. Solomon offered to take over the real estate development of the surrounding property as well when the Project was not completed by September 1, 2016.

50. As a direct and proximate cause of the Ballclub's conduct, the Plaintiffs have suffered an actual loss, in that, among other things:

a. the Substantial Completion Date was not met;

b. the City has terminated the DSA;

c. the City has terminated the Design Build Contract;

d. the City has sought to trigger the liquidated damages provision outlined in the January 2016 Agreement;

e. the Plaintiffs' good will and reputation have suffered and continue to suffer;

f. the Plaintiffs' business relationships with their subcontractors have been harmed; and

g. the Plaintiffs' have incurred substantial costs and fees associated with demobilization of the Project site.

SECOND COUNT (VIOLATION OF CONNECTICUT UNFAIR TRADE PRACTICES ACT, GENERAL STATUTES § 42-110a, *et seq.*)

1-50. Paragraphs 1-50 of the First Count are hereby incorporated as Paragraphs 1-50 of this, the Second Count, as if fully set forth herein.

51. The Ballclub's and Mr. Solomon's activities constitute trade or commerce as that term is defined in the Connecticut Unfair Trade Practice Act, General Statutes § 42-110a(4), in that the Ballclub and Mr. Solomon are engaged in the advertising, sale, and distribution of a commodity – a AA minor league baseball team.

52. The Ballclub's and Mr. Solomon's actions in meeting with the City to the exclusion of the Plaintiffs and in mandating design changes to the Project for the reasons described above offends the public policy against interfering with the contractual rights of parties and with their performance of contractual obligations.

53. The Ballclub's and Mr. Solomon's actions in meeting with the City to the

exclusion of the Plaintiffs and in mandating design changes to the Project for the reasons described above is immoral, unethical, oppressive, and unscrupulous in that such actions interfere with the Plaintiffs' rights to control design of the Project, to rely upon previously drafted design plans which were understood to be final, and in that they subject Plaintiffs to termination of their contracts and the attempted enforcement of the liquidated damages provision set forth in the January Agreement.

54. The Ballclub's and Mr. Solomon's actions in meeting with the City to the exclusion of the Plaintiffs and in mandating design changes to the Project for the reasons described above causes substantial injury to consumers, competitors, and businesspersons in that such actions usurp the contractual rights of the Plaintiffs to control design of the Project, to rely upon the previously drafted design plans which were understood to be final, and in that they interfere with bargained-for contractual rights relating to trade and commerce.

55. As a direct and proximate cause of the Ballclub's and Mr. Solomon's conduct, the Plaintiffs have suffered an ascertainable loss in that:

a. the Substantial Completion Date was not met;

b. the City has terminated the DSA;

c. the City has terminated the Design Build Contract;

d. the City has sought to trigger the liquidated damages provision outlined in the January 2016 Agreement;

e. the Plaintiffs' good will and reputation have suffered and continue to suffer;

f. the Plaintiffs' business relationships with their subcontractors have been harmed; and

g. the Plaintiffs' have incurred substantial costs and fees associated with demobilization of the Project site.

56. In accordance with General Statutes § 42-110g(c), a copy of this Complaint has been mailed to the Attorney General and the Commissioner of Consumer Protection.

WHEREFORE, the Plaintiffs claim the following:

As to Count I:

1. Money Damages in excess of $15,000.00;
2. Costs of suit;
3. Such other relief in law and equity as this Court deems proper.

As to Count II:

1. Money damages, including consequential, direct and punitive damages, in excess of $15,000.00;
2. Costs of suit;
3. Attorneys' fees and costs, pursuant to General Statutes § 42-110(g)(d);
4. Punitive damages, pursuant to General Statutes § 42-110g(a);
5. Such other relief in law and equity as this Court deems proper.

PLAINTIFFS, DONO HARTFORD LLC and CENTERPLAN CONSTRUCTION COMPANY LLC

By:

/s/

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STATEMENT OF AMOUNT IN DEMAND

The amount in demand, exclusive of interest and costs, is greater than Fifteen Thousand Dollars ($15,000.00).

PLAINTIFFS, DONO HARTFORD LLC and CENTERPLAN CONSTRUCTION COMPANY LLC

By:

/s/

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