

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS

SUPERIOR COURT DEPARTMENT  
DOCKET NO. 2081 CV 264

FIVE STAR BUILDING CORP., ,  
Plaintiff

v.

TOWN OF SHERBORN;  
Defendant

COMPLAINT  
AND JURY DEMAND  
HAMPSHIRE SUPERIOR COURT

AUG 21 2020

INTRODUCTION

HARRY JEKANOWSKI, JR.  
This action arises out of a public building project for the renovation of ~~the~~ <sup>old</sup> ~~new~~ addition to  
a library in Sherborn, MA (Library Project).

PARTIES

1. Plaintiff Five Star is a Massachusetts corporation with a principal place of business at 123 Union Street, Easthampton, Hampshire County, MA 01027.

2. Defendant Sherborn is a municipal corporation with a principal place of business at 19 Washington Street, Sherborn, Norfolk County, MA 01770.

FILED  
IN THE OFFICE OF THE  
CLERK OF COURTS  
FOR THE COUNTY OF MIDDLESEX

OCT 30 2020

*Jeff J. Hansen*  
CLERK

3. On or about December 28, 2016, Sherborn and Five Star entered into a contract for a public building project known as the Town of Sherborn Library Addition and Renovation project (Library Project).

4. As Five Star proceeded with its work, it discovered serious and substantive design deficiencies in the plans and specifications which required expenditure of additional labor and materials for which Five Star made claim, but for which Sherborn refused to pay.

5. In addition to design deficiencies, Sherborn ordered numerous changes and additions to the Library Project for which Five Star incurred extra costs. Five Star requested compensation for these changes in accordance with the contract documents and, although Sherborn approved and paid for some of the changes, Sherborn wrongfully withheld approval and payment of many others.

6. Five Star proceeded with its work in good-faith and in accordance with the contract documents, but was not able to achieve substantial completion within the original contract period due to the numerous and substantive design deficiencies and extra work ordered by Sherborn.

7. Five Star requested extensions of time, but Sherborn arbitrarily failed to approve any extensions.

8. Even without extensions of time and without payment for changes to its work, Five Star proceeded in good-faith to complete its contract work and substantially performed its work in good-faith when Sherborn wrongfully terminated the contract without legal excuse.

9. As a result of Sherborn's termination of Five Star's contract, Five Star was prevented from completing the contract work.

10. Five Star is entitled to the fair value of the labor and materials furnished under the contract and pursuant to orders from Sherborn, as well as additional costs and damages incurred as a result of Sherborn's arbitrary actions.

WHEREFORE, Five Star demands judgment against Sherborn for all of its damages, interest and costs and such other relief as the Court deems meet and just.

**Five Star demands a trial by jury on all counts and issues so triable.**

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Dated: August 20, 2020