

SUMMONS - CIVIL
(Except Family Actions)

JD-CV-1 Rev. 1-2000
C.G.S. § 51-346, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-259, P.B. Secs 3-1 thru 3-21, 8-1

STATE OF CONNECTICUT
SUPERIOR COURT

www.jud.ct.gov

INSTRUCTIONS

1. Type or print legibly: sign original summons and conform all copies of the summons.
2. Prepare or photocopy conformed summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

"X" ONE OF THE FOLLOWING:
Amount, legal interest or property in demand, exclusive of interest and costs is:

less than \$2,500
 \$2,500 through \$14,999.99
 \$15,000 or more

("X" if applicable)
 Claiming other relief in addition to or in lieu of money or damages.

JUDICIAL DISTRICT HOUSING SESSION G.A. NO. AT (Town in which writ is returnable) (C.G.S. 51-346, 51-349) **NEW HAVEN**

CASE TYPE (See JD-CV-1c) Major **A** Minor **90**

RETURN DATE (Mo., day, yr.) (Must be a Tuesday) **2/19/08**

ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-346, 51-350) **235 Church Street, New Haven, CT 06510**

TELEPHONE NO. (with area code) **203-503-6800**

PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	<input type="checkbox"/> Form JD-CV-2 attached	PTY NO.
FIRST NAMED PLAINTIFF	HAHN, SHANG-JIN, 34 ALDEN AVENUE, NEW HAVEN, CT 06515			01
Additional Plaintiff				02
FIRST NAMED DEFENDANT	NEW HAVEN, CITY OF CITY CLERK, 200 ORANGE STREET, NEW HAVEN, CT 06510			50
Additional Defendant	RIZZO, ANDREW J., Jr., BUILDING OFFICIAL, CITY CLERK, 200 ORANGE STREET, NEW HAVEN, CT 06510			51
Additional Defendant				52
Additional Defendant				53

NOTICE TO EACH DEFENDANT

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit.
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE **1/16/08** SIGNED (Sign and "X" proper box) *Karen L. Karpie* Comm. of Superior Court TYPE IN NAME OF PERSON SIGNING AT LEFT **KAREN L. KARPIE**
 Assistant Clerk

FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:

NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) **MURPHY AND KARPIE, LLC, 350 FAIRFIELD AVE., BRIDGEPORT, CT 06604** TELEPHONE NUMBER **203-333-0177** JURIS NO. (If atty. or law firm) **104071**

NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No., street, town and zip code) **LEE M. FOWLES, 350 FAIRFIELD AVENUE, BRIDGEPORT, CT 06604** SIGNATURE OF PLAINTIFF IF PRO SE *[Signature]*

PLFS. # DEFS. # CNTS. SIGNED (Official taking recognizance; "X" proper box) *Karen L. Karpie* Comm. of Superior Court FILE DATE **JUN 17 A 9:59**
 Assistant Clerk

IF THIS SUMMONS IS SIGNED BY A CLERK:
a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above: SIGNED (Pro Se Plaintiff) DATE SIGNED **1/16/08** DOCKET NO. **4029530**

ORIGINAL

RETURN DATE: 2/19/08 : SUPERIOR COURT
SHANG-JIN HAHN : J.D. OF NEW HAVEN
VS. : AT NEW HAVEN
CITY OF NEW HAVEN, ET AL : JANUARY 16, 2008

**APPEAL FROM ORDER OF BUILDING OFFICIAL
OF CITY OF NEW HAVEN AND COMPLAINT AGAINST
THE CITY OF NEW HAVEN AND ANDREW J. RIZZO, JR.**

BY WAY OF STATUTORY APPEAL

To the Superior Court, Judicial District of New Haven at New Haven, comes Shang-Jin Hahn, appealing from an Order of the Building Official of the City of New Haven, and complains and says:

1. This appeal is brought pursuant to §29-405, Conn. Gen. Stats.
2. The defendant, City of New Haven (hereinafter "the City"), is a municipality duly organized under the laws of the State of Connecticut.
3. At all relevant times herein, upon information and belief, the defendant.

Andrew J. Rizzo, Jr. (hereinafter "Rizzo") was employed as a Building Official by New Haven, and at all relevant times herein, upon information and belief, Rizzo was acting within the scope of his duties as a Building Official of the City of New Haven.

4. At all relevant times herein, the plaintiff Shang-Jin Hahn is and was the owner of property located at 848 Chapel Street, New Haven, CT consisting of land and a building, sometimes known as the "Spector Building" (hereinafter "the Hahn property").
5. At all relevant times herein and for several years prior thereto, the plaintiff Shang-Jin Hahn operated a jewelry store, known as "Concord 9" at the Hahn property.
6. At all relevant times herein, adjacent to the Hahn property is property owned by Paul Denz, and/or Mid Block Development, LLC and/or Northside Development Company, LLC, consisting of land and building(s), sometimes known as the "Kresge Buildings" (hereinafter "the Mid Block property").
7. Upon information and belief, on or about December 12, 2007, a fire started in a building on Church Street which ultimately caused damage to the Mid Block property located adjacent to the Hahn property. Said fire did not cause any damage to the Hahn property.
8. Following the fire, New Haven officials inspected the Hahn property and informed the plaintiff, her agents and/or representatives, that the Hahn

property was structurally sound and the plaintiff was allowed to reopen her business.

9. Upon information and belief, the city determined that adjacent and surrounding properties, including the Mid Block property, were damaged by the fire and New Haven ordered the demolition of said properties.
10. Upon information and belief, the City and the defendant Rizzo arranged for and directed the demolition of the Mid Block property, over the objection of its owner.
11. City officials assured the plaintiff, her agents and/or representatives that the aforementioned demolition of adjacent and surrounding properties, including the Mid Block property, would be performed in a careful and professional manner and that the demolition would not affect the structural integrity of the Hahn building.
12. The City and the defendant Rizzo, and through actions by its agents, performed the demolition of the Mid Block property in such a way so as to cause serious injury to the Hahn property and its structural integrity. Such actions included, but were not limited to, the use of a wrecking ball and other large scale equipment to carry out the demolition of the Mid Block property.

The City and the defendant Rizzo would have known that the use of a wrecking ball and other large scale equipment would inevitably cause serious damage to the adjacent Hahn property, whose outer wall abuts and is joined to the Mid Block building.

13. On information and belief, defendant Rizzo publicly stated that, with respect to the City's demolition being carried out of *other* buildings seriously damaged by the fire, such demolition would be partially performed "by hand" because "it's the only way we can do it and protect [adjacent] properties" that had been harmed by the fire. The City and defendant Rizzo knowingly and intentionally chose not to use such techniques with respect to its demolition of the Mid Block property adjacent to the Hahn property.
14. Thereafter, beginning on New Years Eve, December 31, 2007, New Haven officials, including the defendant Rizzo, informed the plaintiff, her agents and/or representatives that the ongoing demolition of the adjacent building, namely the Mid Block property, would render the Hahn property to be structurally unsafe and that the Hahn property would have to be demolished, and the City ordered that the Hahn building be immediately evacuated. The City that same day cut off utilities to the Hahn building, after which the City,

through its agents, employees and/or representatives, demolished several large, expensive windows in the Hahn building, including all windows in the third, fourth and fifth floors.

15. Thereafter, the plaintiff, her agents and/or her representatives, were informed that the City had changed its mind, that the adjacent building, namely the Mid Block property, would not be demolished and that the Hahn building had been "saved."
16. Thereafter, on or about January 4, 2008, the City told the plaintiff, her agents and/or representatives that a supporting beam next door had fallen causing the remainder of the Mid Block building to be structurally unsound, and that the Hahn building would also need to be demolished, possibly as early as January 7, 2008.
17. The plaintiff retained structural engineers to inspect her property and on January 6, 2008, the plaintiff informed the City and the defendant Rizzo by faxed letter that the plaintiff's engineering inspection of the building was done on January 5, 2008 and the plaintiff was waiting for the engineering analysis and assessment. The letter also stated that the engineers had verbally informed the plaintiff that the demolition work already performed by the City

and its agents on the adjacent Mid Block property had been performed in such a manner as to cause damage to the Hahn building and that alternative demolition methods should have been employed rather than the inappropriate ones that were used. The letter also referred to a previous statement made by a City official, prior to January 4, 2008, to the effect that the City wanted to make an offer to purchase the property

18. By way of letter dated January 7, 2008 to the plaintiff, the defendant Rizzo, informed the plaintiff that , “During the demolition of the adjacent Kresge buildings, the building at the above referenced premises [i.e. the Hahn property] has sustained damage and is in imminent danger of collapse.” (See copy of letter, attached hereto and marked Exhibit 1.)
19. In addition, the aforementioned letter stated that the defendant Rizzo has ordered the demolition of the Hahn building by a demolition contractor under contract with the Livable City Initiative of the City of New Haven, and that a lien would be placed on the Hahn property to recover costs, presumably for the demolition that had been ordered.

20. The plaintiff was given no opportunity by the City to take any action to expeditiously render the premises safe as provided for in Sec. 115 and Sec. 116.4 of the Connecticut State Building Code.
21. The City's demolition order violates Sec. 115 and Sec. 116 of the Connecticut State Building Code in that the defendant Rizzo and the defendant City failed to serve the plaintiff owner with a written notice that described the condition(s) deemed unsafe and specified the required repairs or improvements to be made to abate the unsafe condition, or that required the unsafe structure to be demolished within a stipulated time and include in the notice any provision that the person notified declare to the building official acceptance or rejection of the terms of the order.
22. The City failed to serve an unsafe notice on the plaintiff specifying a time period within which the plaintiff could comply by rendering the premises safe as provided for in Sec. 9-28.1 of the Code of the City of New Haven.
23. Upon information and belief, the City and the defendant Rizzo made arrangements for and directed the demolition of the Hahn property, and did so, before the expiration of the 10-day appeal period from demolition orders set forth in Sec. 29-405, Conn. Gen. Stats.

24. Upon information and belief, as a result of the aforesaid arrangements and directions by the City and the defendant Rizzo, the Hahn property is in the process of being demolished or has already been demolished by the City and its agents.
25. The City's demolition of the Hahn property is unlawful and deprived the plaintiff of due process of law by demolishing the Hahn property and by failing to provide the plaintiff with a detailed description of the repairs or improvements needed and by failing to give the plaintiff an opportunity to render the premises safe.
26. The City and the defendant Rizzo caused injury to the plaintiff's property as a result of the City's and Rizzo's actions in demolishing, through its agents, the Mid Block property in such a fashion that the demolition caused injury to the plaintiff's property.
27. The plaintiff has been aggrieved by the aforementioned orders and decisions of the building officials of the City of New Havens with respect to demolition of the Mid Block property and the Hahn property.
28. The plaintiff has suffered and will in the future suffer monetary damages including, but not limited to, damage to and loss and destruction to her

building; loss of use of her building; lost income to her business; reduction in property value; possible lien for demolition costs and expenses.

BY WAY OF COMPLAINT FOR DAMAGES

FIRST COUNT

1. - 28. Paragraphs 1 through 28 of the Appeal set forth above are hereby made paragraphs 1 through 28 of this First Count of the Complaint.
29. The defendant City of New Haven and the defendant Rizzo owed a duty to property owners such as the plaintiff and owed a duty specifically to the plaintiff to conduct demolition activities on an adjacent building, i.e. the Mid Block property, in such a fashion so as to avoid causing injury to adjacent buildings such as the Hahn property, and it was apparent that the failure to avoid causing damage to an adjacent building, such as the Hahn building, during demolition activities of a building, such as the Mid Block building, would likely subject the plaintiff, an identifiable person, to imminent harm.
30. The defendant City of New Haven and the defendant Rizzo breached the aforementioned duty.
31. As a result of the breach of duty by the defendant City of New Haven and the defendant Rizzo, the Hahn's property was damaged, resulting in the

demolition of the Hahn property causing the plaintiff to incur monetary damages.

32. The plaintiff has suffered and will suffer monetary damages including, but not limited to, damage to and loss and destruction to her building; loss of use of her building; lost income to her business; reduction in property value; possible lien for demolition costs and expenses.

SECOND COUNT

1. – 29. Paragraphs 1 through 29, inclusive, of the First Count set forth above, are hereby made paragraphs 1 through 29, inclusive of this Second Count of the Complaint.

30. Demolition activities, including but not limited to demolition activities carried out through the methods employed by defendants and their agents in the demolition of the Mid Block building, constitute an ultrahazardous and intrinsically dangerous activity for which there is strict liability.

31. As a result of the demolition activities as to the Mid Block property which were ordered, directed and performed by the defendants and their agents, the Hahn's property was damaged resulting in the demolition of the Hahn property causing the plaintiff to have incurred and will incur monetary damages, including,

but not limited to damage to and loss and destruction to her building; loss of use of her building; lost income to her business; reduction in property value; possible lien for demolition costs and expenses.

THIRD COUNT

1. – 29. Paragraphs 1 through 29, inclusive, of the First Count, are hereby made paragraphs 1 through 29, inclusive, of this the Third Count.
30. The defendant City of New Haven and the defendant Rizzo owed a duty to property owners such as the plaintiff and specifically to the plaintiff to conduct demolition activities on an adjacent building, i.e. the Mid Block property, in such a fashion so as to avoid causing injury to adjacent buildings such as the Hahn property.
31. The defendant City of New Haven and the defendant Rizzo breached the aforementioned duty and acted negligently by employing improper demolition techniques; by failing to employ demolition techniques which would have avoided causing damage to the adjacent Hahn property; by failing to instruct, direct and require those persons who performed the demolition of the Mid Block property to avoid causing injury to the plaintiff's property.

32. As a result of the breach of duty by and negligence of the defendant City of New Haven and the defendant Rizzo and their agents, the Hahn's property was damaged, resulting in the demolition of the Hahn property causing the plaintiff to incur monetary damages.

33. The plaintiff has suffered and will suffer monetary damages including, but not limited to, damage to and loss and destruction to her building; loss of use of her building; lost income to her business; reduction in property value; possible lien for demolition costs and expenses.

FOURTH COUNT

1. – 29. Paragraphs 1 through 29, inclusive, of the First Count set forth above, are hereby made paragraphs 1 through 29, inclusive, of this the Third Count of the complaint.

30. The actions of the defendant City and Defendant Rizzo, and their agents, with respect to the demolition activities of the Mid Block property which were ordered, directed, and performed by the defendants and their agents and which resulted in damage to the Hahn property and resulted in the demolition of the Hahn property, deprived the plaintiff of her constitutional due process rights and

her right to not be deprived of property without just compensation as guaranteed under the state and federal constitutions.

31. As a result of the constitutional violations, the plaintiff suffered and will suffer monetary damages including, but not limited to, damage to and loss and destruction to her building; loss of use of her building; lost income to her business; reduction in property value; possible lien for demolition costs and expenses.

FIFTH COUNT

1. – 32. Paragraphs 1 through 32, inclusive, of the First Count are hereby made paragraphs 1 through 32, inclusive, of this the Fifth Count.

34. -34. Paragraphs 30 and 32 of the Second Count are hereby made paragraphs 33 and 34 of this the Fifth Count.

35. – 38. Paragraphs 30, 31, 32 and 33 of the Third Count are hereby made paragraphs 35, 36, 37 and 38 of this the Fifth Count.

39. – 40. Paragraphs 30 and 31 of the Fourth Count are hereby made paragraphs 39 and 40 of this the Fifth Count.

41. Pursuant to §52-557n, Conn. Gen. Stats. and/or §7-465, Conn. Gen. Stats. the defendant City is liable for the actions, as aforesaid, of its employees, officers

and agents, including, but not limited to, the defendant Rizzo and the defendant City is obligated to pay the monetary damages so assessed.

WHEREFORE, the plaintiff appeals from the Order of the Building Official and asserts various claims against the defendants for monetary damages, and respectfully requests:

- (1) That the Order be overturned and/or declared null and void.
- (2) That the City of New Haven be prohibited from filing a lien on the Hahn property pursuant to §49-73b, Conn. Gen. Stats.
- (3) That the City of New Haven be prohibited from attempting to recover the costs and expenses associated with the demolition of the Hahn property through any other means.
- (4) That the plaintiff be relieved from payment of costs and expenses associated with the demolition of the Hahn property sought to be assessed and/or collected by New Haven.
- (5) That the plaintiff be awarded compensatory damages.
- (6) That the plaintiff be awarded costs and attorneys fees, as appropriate.
- (7) Such further relief in law or equity as the court deems appropriate.

THE PLAINTIFF

BY *Karen L. Karpie*

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Please enter our appearance for the plaintiff:

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