

Docket No.: CV-09-4027725-S

SUPERIOR COURT

**LOFTS ON LAFAYETTE
CONDOMINIUM ASSOCIATION,
INC., ET AL.**

J. D. OF FAIRFIELD

AT BRIDGEPORT

VS.

**LANCASTER GATE, LLC,
GARFIELD SPENCER and
REBECCA SPENCER**

July 8, 2009

FIRST AMENDED COMPLAINT

COUNT 1: BREACH OF COMMON INTEREST OWNERSHIP ACT

1. The Plaintiff, LOFTS ON LAFAYETTE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to "LOFTS") is a residential common interest community association and Connecticut non-stock corporation located at 325 Lafayette Street, Bridgeport, Connecticut.
2. LOFTS is a condominium unit owner's association organized pursuant to Connecticut Common Interest Ownership Act ("CIOA"), Connecticut General Statutes Sections 47-200 et seq. to manage and direct the affairs of The Lofts on Lafayette Condominium ("Condominium") which consists of eight (8) buildings as set forth in the Declaration of the Lofts on Lafayette recorded on November 30, 2004 in Volume 6131 at Page 152 of the Bridgeport Land Records, as it may have been or may be amended.
3. The Lofts on Lafayette condominium development is a "conversion building" as defined in Connecticut General Statutes Section 47-202(9) and Section 47-202(22).

4. Between the dates of January 3, 2005 and March 29, 2007 LOFTS was an unincorporated association as defined by Connecticut General Statutes Section 47-243.
5. The LOFTS is comprised of 140 residential condominium units and its surrounding grounds.
6. At all times relevant hereto, the defendant, GARFIELD SPENCER (hereinafter referred to as “SPENCER”) was and remains a resident of the State of Connecticut presently residing in the Town of Fairfield.
7. SPENCER was at all times relevant hereto the managing member of LANCASTER GATE, LLC (hereinafter referred to as “LANCASTER” or “DECLARANT”) a limited liability company organized under the laws of the State of Connecticut and having as its principal business address at 325 Myrtle Avenue, Bridgeport, Connecticut.
8. Pursuant to Connecticut General Statutes Sections 47-262, et seq., the DECLARANT drafted a Public Offering Statement (“POS”) to be presented to all purchasers at the LOFTS.
9. The plaintiff, LOFTS, brings this action pursuant to its authority and powers granted under Connecticut General Statutes Section 47-244(a)(4) and Article II, Section 2.2(f) of the ByLaws of the Lofts on Lafayette Condominiums.
10. Among the powers accorded to LOFTS under the Common Interest Ownership Act or “CIOA” are the powers to: (i) “institute . . . litigation . . . in its own name on behalf of itself”; and (ii) “institute . . . litigation . . . in its own name on behalf

of . . . two or more unit owners on matters affecting the common interest community”.

11. During the construction and organization of the LOFTS, SPENCER, as managing member of LANCASTER appointed himself to the LOFTS Board of Directors and served on said Board of Directors until control of the LOFTS Association was transferred to the unit owners.
12. At all times relevant herein, SPENCER is and was a registered New Home Construction Contractor as defined in Conn. Gen. Stat. Section 47-116 et seq..
13. Pursuant to the construction and development of the common interest community as hereinabove set forth, the defendant, LANCASTER constructed condominium units, private parking areas and other structures within the condominium complex.
14. Although the condominium development is largely complete, as of the date of this complaint certain construction defects exist which LANCASTER has failed and refused to repair.
15. As a direct and proximate result of the defendant LANCASTER’s carelessness, recklessness and negligence as hereinafter set forth, plaintiff, LOFTS, has suffered and will in the future suffer substantial damages in the repair, replacement and remediation of said construction defects.
16. The plaintiff’s damages and losses as hereinabove set forth are the direct and proximate result of the negligence, carelessness and recklessness of the defendant LANCASTER, in one or more of the respects as detailed in a report pertaining thereto hereinafter referred to as the “Becht Report”.

17. The following defects listed below have been identified by agents of the plaintiffs as part of the investigation of the conditions at LOFTS:
- a. Improper construction of roofing systems covering all buildings at the Lofts development;
 - b. Improper and faulty drainage to roof drains;
 - c. Water infiltration at windows, doors and walls throughout the buildings;
 - d. Inoperative and unsafe elevator;
 - e. Multiple wall penetrations with no fire stop material;
 - f. Water infiltration under Building number 4; and
 - g. Rusted steel support beams; and many other issues enumerated on said Becht Report.
18. The plaintiff claims damages.

COUNT 2: BREACH OF C.G.S. §47-275 IMPLIED WARRANTY OF QUALITY AS TO LANCASTER

- 1.-17. Paragraphs 1 through 17, inclusive, of Count I are hereby restated and incorporated as Paragraphs 1 through 17 of the Count II as though more fully set forth herein.
18. Pursuant to Connecticut General Statutes Section 47-275, the defendant developer, LANCASTER, impliedly warranted to the plaintiff that the private parking areas, drainage systems, walkways, roofing systems, carpentry, landscaping, mechanical, plumbing, HVAC systems and construction

(collectively referred to as “Improvements”) would be reasonably fit for the intended purpose and that they were constructed in accordance with applicable construction standards.

19. The defendant, LANCASTER, breached the aforesaid implied warranty by failing, in the construction of said roofing system, landscaping, walkways, mechanical and drainage systems, and failing to comply with applicable construction standards and building code regulations and by failing to employ good design, engineering and construction practices, as a direct and proximate result of which LANCASTER constructed the landscaping, walkways, mechanical and drainage systems with defects and deficiencies as set forth hereinabove.
20. The plaintiff, LOFTS, has made demands upon the defendant, LANCASTER, to correct the defects and deficiencies set forth of which LANCASTER is and should be aware, but to date, LANCASTER has failed and refused to make proper repairs to same.
21. As a direct and proximate result of the defendant LANCASTER's breach of its statutorily implied warranty aforesaid, the plaintiff, through assessment of its members, has been or will be required to expend substantial funds for the repair of said the development's buildings, mechanical, drainage systems and roofs.
22. The plaintiff claims money damages.

COUNT 3: BREACH OF FIDUCIARY DUTY AS TO GARFIELD SPENCER

- 1.-21. Paragraphs 1 through 21, inclusive, of the Count 2 are hereby restated and incorporated as Paragraphs 1 through 21 of Count 3 as though more fully set forth herein.
22. On or about January 3, 2005, the Defendant SPENCER, as managing member of LANCASTER and declarant of the common interest community, LOFTS, appointed himself to the Executive Board of said common interest community, then an incorporated association, said appointments having been made pursuant to Connecticut General Statutes §47-245 et seq.
23. According to Connecticut General Statutes §47-243 the Lofts on Lafayette Association was created as of the date and time the DECLARANT conveyed the first unit on January 3, 2005.
24. According to the records of the Connecticut Secretary of the State, at all times relevant hereto, SPENCER was the sole member of LANCASTER.
25. As Declarant appointed Board member, SPENCER was subject to a duty of care and loyalty required of a trustee.
26. At all times during SPENCER's tenure on the LOFTS Board, at which time he simultaneously and solely managed LANCASTER, he knew or should have known of the defects resultant from LANCASTER's improper construction practices, but failed, neglected or refused to take actions to secure and protect the unit owners' interests.

27. As a declarant appointed Board member at LOFTS, SPENCER's failure or refusal to take appropriate action to protect the unit owners' interest constitutes a breach of his fiduciary duty as set forth in C.G.S. Section 47-245 et seq.
28. As a direct and proximate result of defendant, SPENCER's breach, the plaintiff, LOFTS has suffered damages.

COUNT 4: FRAUD (against LANCASTER GATE, LLC and GARFIELD SPENCER)

- 1.-21. Paragraphs 1 through 21, inclusive, of the Count 2 are hereby restated and incorporated as Paragraphs 1 through 21 of Count 4 as though more fully set forth herein.
22. Via voluminous correspondence (electronic and traditional mail), conversations and other representations, the defendants, LANCASTER and SPENCER were able to perpetrate a fraud in the nearly 140 condominium units sales by materially misrepresenting what the DECLARANT and SPENCER intended to do to remediate the semi-dilapidated buildings and defective workmanship and by intentionally and sophisticatedly concealing matters that would have been materially important to each condominium purchaser in his or her purchase decision if such matters had been disclosed to the Condominium Purchasers.
23. As required by Section 47-228 of CIOA, the defendant LANCASTER, drafted surveys and plans for the LOFTS condominium development and incorporated said plans into the LOFTS Declaration on which prospective purchasers reasonably relied.
24. The plans which illustrate the improvements and structures to be constructed by

the DECLARANT for Building #9 of the LOFTS is entitled “Exhibit ‘A3’ TO THE DECLARATION OF ‘THE LOFTS ON LAFAYETTE’ dated 7 July 2004 and bearing an approval stamp of Zoning compliance from the Zoning Department of the City of Bridgeport establish that a Community Center “MUST BE BUILT” in Building #9.

25. Pursuant to Connecticut General Statutes Section 47-264, the Defendant LANCASTER, drafted a Public Offering Statement (“POS”) which provided prospective buyers with information regarding the development and amenities being offered to the unit owners at the LOFTS.
26. The Defendants intentionally failed to inform purchasers of the enormity of the existing serious structural and other defects at the LOFTS complex which were never remedied despite the Declarant’s explicit written promises to do so and because the defects have remained unremediated by the Declarant, they have caused a multitude of serious financial and other problems, including:
 - a. Constant water infiltration problems;
 - b. Numerous Master punch list items which remain to date uncompleted;
 - c. A multitude of code violations related to the negligent and improper construction of the roofing system throughout the complex;
 - d. repeated touting of the Declarant’s “experts” as being qualified to evaluate the various construction defects and the types of remediation necessary;

27. The purpose of SPENCER'S actions, misrepresentations and omissions as sole member of the Declarant, LANCASTER was to artificially inflate the already substantial profit to be made for himself and his company in a plan to foist the expense of remediation upon the purchasers at LOFTS.
28. Despite rigorous disclosures required by the CIOA in the POS and despite the purchasers reasonable expectations that no fraudulent conduct would be perpetrated on them by the DECLARANT, LANCASTER or SPENCER, or their representatives, there were nevertheless ongoing, intentional and sophisticated acts of concealment by them.
29. SPENCER, his agents and other representatives accomplished their goal by marketing and successfully selling the Units, not at a reduced price reflecting the future costs of remediation, but instead at high prices reflecting the "turn key" expectations of said purchasers.
30. At all times relevant herein the defendant, SPENCER maintained sole and complete control over the decisions made, the finances of and the overall business policies of the DECLARANT company, LANCASTER such that no other person or entity controlled said DECLARANT company before, during or after the substantial completion of the LOFTS development.
31. The Defendant, SPENCER's control over LANCASTER was used to facilitate the intentional and negligent misrepresentations made to the purchasers and unit owners at the LOFTS and the conversion of the "community center" promised in the POS, the construction and condition of the roofing system covering the various buildings at the LOFTS and the unfulfilled promises to repair various

construction defects throughout the development all in violation and contravention of the CIOA and the plaintiff, LOFTS' rights.

32. In addition to the misrepresentations stated above, the Defendant, SPENCER, coerced purchasers, at the moment of purchase, to execute a waiver of their rights which would release LANCASTER from its statutory obligation to construct the "community center" in Building 9 and further to authorize LANCASTER to construct units to be conveyed by the DECLARANT or to have their closing cancelled by LANCASTER.
33. The aforesaid misrepresentation and coercion proximately caused and in the future will cause the plaintiff LOFTS to expend substantial funds to repair the construction defects left unaddressed by the defendant SPENCER or his company. Further, the loss of value and use of the Building 9 Community Center directly and adversely impacts the interests of the LOFTS association members.
34. The taking of the "community center" and unjust enrichment of the Defendants, LANCASTER and SPENCER, is the direct and proximate result of the Defendant SPENCER'S control and breach of implied duty complained of.
35. The plaintiff claims damages.

COUNT 5: CONVERSION

- 1.-34. Paragraphs 1 through 34, inclusive, of the Count 4 are hereby restated and incorporated as Paragraphs 1 through 34 of Count 5 as though more fully set forth herein.

35. According to the Site Plan as filed by the DECLARANT, Lancaster Gate, LLC which was recorded in accordance with Connecticut General Statutes Section 47-228, the area described as Building 9 is labeled as a “Community Center.”
36. Under Connecticut General Statutes Section 47-228(c), the DECLARANT labeled Building 9 as an “Existing Multi level Building “Community Center” “MUST BE BUILT”.
37. Pursuant to Connecticut General Statutes Section 47-280, the defendants were obligated to construct the Community Center in accordance with the Site Plan, POS and Declaration.
38. The Community Center and all of Building 9 were characterized as common elements owned under color of title by all unit owners in their undivided interest.
39. According to the Declaration and Site Plan drafted by the DECLARANT, LANCASTER, no units were to be constructed in Building 9.
40. At a certain point in time during the construction of the LOFTS development, LANCASTER and SPENCER required new purchasers of units at the LOFTS to execute, under duress, waivers of their rights to the “Community Center” and authorizing LANCASTER to construct units in Building 9.
41. The Defendants failed to obtain the necessary authorization to convert the unit owners’ property to their own.
42. LANCASTER and SPENCER proceeded to construct units with Building 9 without obtaining the proper authorization from the unit owners to do so and to the exclusion of the Community Center.

43. By the act of intentionally assuming the ownership of Building 9, exercising the right of ownership and constructing the units therein, the defendants converted the unit owners' property.
44. The plaintiff claims money damages.

COUNT 6: UNJUST ENRICHMENT

- 1.-43. Paragraphs 1 through 43, inclusive, of the Count 5 are hereby restated and incorporated as Paragraphs 1 through 43 of Count 6 as though more fully set forth herein.
44. By assuming ownership and title to Building 9, the Defendants have benefitted by virtue of the profits made from the sale of units not otherwise authorized to be constructed in Building 9.
45. The Defendants LANCASTER and SPENCER unjustly did not pay the unit owners at LOFTS for the benefit defendants received.
46. The Defendants' failure to pay the unit owners at LOFTS was to the LOFTS detriment.
47. The Plaintiff, LOFTS claims Damages.

**COUNT 7: BREACH OF THE OBLIGATION OF GOOD FAITH BY
LANCASTER GATE, LLC AND GARFIELD SPENCER IN HIS
INDIVIDUAL CAPACITY**

- 1.-43. Paragraphs 1 through 43, inclusive, of the Count 5 are hereby restated and incorporated as Paragraphs 1 through 43 of Count 7 as though more fully set forth herein.

44. Pursuant to Connecticut General Statutes Section 47-211, every contract or duty governed by the CIOA imposes an obligation of good faith in its performance or enforcement.
45. The Declarant and SPENCER, in his personal capacity, have breached its statutory obligation as set forth in Section 47-211.
46. The plaintiff, LOFTS, claims damages.

COUNT 8: CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1002 NATE OTTERSON

- 1.-17. Paragraphs 1 through 17, inclusive, of Count 1 are hereby restated and incorporated as Paragraphs 1 through 17 of the Count 8 as though more fully set forth herein.
18. The Defendant LANCASTER, is a “vendor” as defined in C.G.S. §47-116.
19. General Statutes § 47-118(e) provides, in relevant part, that “implied warranties created in this section shall terminate ... one year after delivery [of the deed] or one year after the taking of possession by the purchaser, whichever occurs first ...”
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **NATE OTTERSON** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **NATE OTTERSON** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **NATE OTTERSON**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1002 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 1002 on or about May 3, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Water damage to floor
 - b. Water damage to ceiling
 - c. Water seepage through brick
 - d. Improper installation of flooring
 - e. Improper installation of entry door
25. Despite repeated requests made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **NATE OTTERSON** claims money damages.

COUNT 9 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4103 JUAN GONZALEZ

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 9 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **JUAN GONZALEZ** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **JUAN GONZALEZ** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **JUAN GONZALEZ**, at all times relevant hereto, was a resident of

the City of Bridgeport Connecticut and record owner of Unit 4103 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 4103 on or about September 27, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Poor workmanship of defective cinder block patch
 - c. Improperly installed windows
 - d. Water seepage through brick
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **JUAN GONZALEZ** claims money damages.

COUNT 10 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4003 KATHYRN BERTRUM (N/K/A KATHRYN MCNAMARA)

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 10 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **KATHYRN MCNAMARA** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **KATHYRN MCNAMARA** is a purchaser as defined by C.G.S.

§47-116.

22. The Plaintiff, **KATHYRN MCNAMARA**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4003 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4003 on or about November 7, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Improperly installed windows
 - c. Water seepage through brick
 - d. Inadequate ventilation
 - e. Inadequate water drainage in sub floor and window wells
 - f. Defective plumbing
 - g. Inadequate insulation in walls
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **KATHYRN MCNAMARA** claims money damages.

COUNT 11 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 2104 YASHEKIA FELDER

1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 11 as though more fully set

forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **YASHEKIA FELDER** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **YASHEKIA FELDER** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **YASHEKIA FELDER**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 2104 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 2104 on or about December 13, 2005 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system;
 - b. Water damage to interior floor adjacent to entry door to unit
 - c. Gaps in weather seal around entry door
 - d. Gaps in weather seal around bathroom window
 - e. Water damage around window frame of kitchen window
 - f. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **YASHEKIA FELDER** claims money damages.

COUNT 12 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3301 CATHERINE OGUST

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 12 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **CATHERINE OGUST** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **CATHERINE OGUST** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **CATHERINE OGUST**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3301 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 3301 on or about March 27, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system
 - b. Roofing tar leaking from ceiling joists into living room
 - h. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **CATHERINE OGUST** claims money damages.

COUNT 13 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4208 JILL MISKE (N/K/A/ JILL KOCHMAN)

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 13 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **JILL KOCHMAN** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **JILL KOCHMAN**, is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **JILL KOCHMAN**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4208 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4208 on or about April 25, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system;
 - b. Defective finishing of floors; and
 - c. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **JILL KOCHMAN** claims money damages.

COUNT 14 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 2204 RICHARD CAMPBELL

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 14 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **RICHARD CAMPBELL** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **RICHARD CAMPBELL** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **RICHARD CAMPBELL**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 2204 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 2204 on or about October 11, 2005 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system
 - b. Improperly installed HVAC Unit
 - c. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.

26. The Plaintiff **RICHARD CAMPBELL** claims money damages.

COUNT 15 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4308 BENJAMIN LAGASSE

1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 15 as though more fully set forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **BENJAMIN LAGASSE** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.

21. The plaintiff, **BENJAMIN LAGASSE** is a purchaser as defined by C.G.S. §47-116.

22. The Plaintiff, **BENJAMIN LAGASSE**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4308 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 4308 on or about February 26, 2007 as a new unit.

24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:

- a. Defective roofing system
- b. Improperly installed HVAC Unit
- c. Water seepage through Brick
- d. Improperly installed windows

25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **BENJAMIN LAGASSE** claims money damages.

COUNT 16 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3202 JAMES O'LEARY

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 16 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **JAMES O'LEARY** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **JAMES O'LEARY** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **JAMES O'LEARY**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3202 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 3202 on or about March 5, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Inadequate finishing of floor
 - c. Water seepage through brick

- d. Incomplete trim work
 - e. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **JAMES O'LEARY** claims money damages.

COUNT 17 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4201 MICHAEL VANNUCCI

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 17 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **MICHAEL VANNUCCI** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **MICHAEL VANNUCCI** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **MICHAEL VANNUCCI**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4201 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4201 on or about June 5, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:

- a. Defective roofing system
 - b. Water seepage through brick
 - c. Inadequate finishing of floor
 - d. Improperly installed windows
 - e. Lead paint on Beams
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **MICHAEL VANNUCCI** claims money damages.

COUNT 18 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4305 JAMES BOMBACI

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 18 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **JAMES BOMBACI** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **JAMES BOMBACI** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **JAMES BOMBACI**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4305 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4305 on or about May 2, 2006 as a new unit.

24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system
 - b. Water damage in ceiling
 - c. Gaps in office windows weather seal
 - d. Water seepage through brick
 - e. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **JAMES BOMBACI** claims money damages.

COUNT 19 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3102 LYNNE DIDOMENICO

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 19 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **LYNNE DIDOMENICO** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **LYNNE DIDOMENICO** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **LYNNE DIDOMENICO**, at all times relevant hereto, was a

resident of the City of Bridgeport Connecticut and record owner of Unit 3102 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 3102 on or about January 26, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system;
 - b. Improperly installed windows Swirl marks in finish of floors in hallway and living room
 - c. Gaps in bedroom windows weather seal
 - d. Kitchen window cannot be closed and locked.
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **LYNNE DIDOMENICO** claims money damages.

COUNT 20 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1304 HEIKE SOMMER

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 20 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **HEIKE SOMMER** owns an undivided interest in the common elements at the LOFTS the

costs of repair and replacement for which he is liable.

21. The plaintiff, **HEIKE SOMMER** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **HEIKE SOMMER**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1304 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 1304 on or about May 7, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Improperly installed windows
 - c. Inadequate finishing for floors
 - d. Water damage to bathroom floor
 - e. Water damage to windows
 - f. Water seepage through brick
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **HEIKE SOMMER** claims money damages.

COUNT 21 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1104 GERALDINE MARCENYAC

1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 21 as though more fully set

forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **GERALDINE MARCENYAC** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **GERALDINE MARCENYAC** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **GERALDINE MARCENYAC**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1104 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 1104 on or about March 23, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Improperly installed windows
 - c. Damage to ceiling from water leak
 - d. Water seepage through brick
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **GERALDINE MARCENYAC** claims money damages.

COUNT 22 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 6102 CARMEN DESAITO

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 22 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **CARMEN DESAITO** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **CARMEN DESAITO** is a purchaser as defined by **CARMEN DESAITO**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 6102 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 6102 on or about March 27, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Improperly installed windows
 - c. Improperly installed HVAC unit
 - d. Water seepage through brick
 - e. Improperly installed subfloor in basement
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **CARMEN DESAITO** claims money damages.

COUNT 23 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4207 PATRICIA SECKEL

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 23 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **PATRICIA SECKEL** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **PATRICIA SECKEL** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **PATRICIA SECKEL**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4207 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4207 on or about May 10, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Inadequate finishing of floors
 - c. Improperly installed entry door
 - d. Defective GFI Outlets
 - e. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.

26. The Plaintiff **PATRICIA SECKEL** claims money damages.

COUNT 24 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3106 ROBERT COLLIGAN

1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 24 as though more fully set forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **ROBERT COLLIGAN** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.

21. The plaintiff, **ROBERT COLLIGAN** is a purchaser as defined by C.G.S. §47-116.

22. The Plaintiff, **ROBERT COLLIGAN**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3106 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 3106 on or about February 9, 2007 as a new unit.

24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:

- a. Defective roofing system
- b. Inadequate finishing of floors
- c. Water seepage through brick

- d. Improperly installed windows
 - e. Improperly installed HVAC
 - f. Inadequate fire caulking
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **ROBERT COLLIGAN** claims money damages.

COUNT 25 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3105 THERESA MANUEL

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 25 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **THERESA MANUEL** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **THERESA MANUEL** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **THERESA MANUEL**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3105 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 3105 on or about February 21, 2007 as a new unit.

24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water damage to floor in bathroom and living room
 - c. Inadequate fire caulking
 - d. Inadequate finishing of floors
 - e. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **THERESA MANUEL** claims money damages.

COUNT 26 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3304 ANGEL YU

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 26 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **ANGEL YU** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **ANGEL YU** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **ANGEL YU**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3304 of the Lofts on

Lafayette Condominiums.

23. Plaintiff took title to Unit 3304 on or about January 26, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system;
 - b. Water damage in ceiling above loft area;
 - c. Water damage under ceiling eaves;
 - d. Brick flaking off all walls in unit
 - e. Outlets adjacent to kitchen sink non GFI
 - f. No insulation/sound dampening material in common walls between units.
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **ANGEL YU** claims money damages.

COUNT 27 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1301 ALEXANNDRA ONTRA

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 27 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **ALEXANNDRA ONTRA** owns an undivided interest in the common elements at

the LOFTS the costs of repair and replacement for which he is liable.

21. The plaintiff, **ALEXANNDRA ONTRA** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **ALEXANNDRA ONTRA**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1301 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 1301 on or about May 22, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water seepage through brick
 - c. Paint overspray on brick
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **ALEXANDRA ONTRA** claims money damages.

COUNT 28 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4101 MICHAEL PAULEMON

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 28 as though more fully set forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **MICHAEL PAULEMON** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **MICHAEL PAULEMON** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **MICHAEL PAULEMON**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4101 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4101 on or about June 28, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Inadequate finishing of floor
 - c. Improper installation of bathtub
 - d. Improper installation of HVAC ducting
 - e. Water seepage through brick
 - f. Improper installation of windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **MICHAEL PAULEMON** claims money damages.

COUNT 29

CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4204 KAREN MOSNY

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 29 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **KAREN MOSNY** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **KAREN MOSNY** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **KAREN MOSNY**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4204 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4204 on or about April 20, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system;
 - b. Improperly installed windows.
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **KAREN MOSNY** claims money damages.

COUNT 30

CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4105 KENNETH SAUNDERS

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 30 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **KENNETH SAUNDERS** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **KENNETH SAUNDERS** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **KENNETH SAUNDERS**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4105 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4105 on or about June 26, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system
 - b. Foyer construction not complete
 - c. Inadequate finishing of floor
 - d. Improper installation of windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.

26. The Plaintiff **KENNETH SAUNDERS** claims money damages..

COUNT 31 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1203 KEN STRUCKMAN

1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 31 as though more fully set forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **KEN STRUCKMAN** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.

21. The plaintiff, **KEN STRUCKMAN** is a purchaser as defined by C.G.S. §47-116.

22. The Plaintiff, **KEN STRUCKMAN**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1203 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 1203 on or about February 26, 2007 as a new unit.

24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:

- a. Defective roofing system;
- b. Inadequate finishing of floors
- c. Improper installation of front door
- d. Improperly installed windows

25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **KEN STRUCKMAN** claims money damages.

COUNT 32 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4303 GREGORY MARINO

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 32 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **GREGORY MARINO** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **GREGORY MARINO** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **GREGORY MARINO**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4303 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4303 on or about June 6, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system

- b. Water seepage through brick
 - c. Improperly installed windows
 - d. Inadequate patching of hole from skylight removal
 - e. Improper installation of loft ladder
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **GREGORY MARINO** claims money damages.

COUNT 33 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3303 DEANNA FIORENTINO

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 33 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **DEANNA FIORENTINO** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **DEANNA FIORENTINO** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **DEANNA FIORENTINO**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3303 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 3303 on or about January 26, 2007 as a new unit.

24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Inadequate finishing of floors
 - c. Water damage to ceiling
 - d. Inadequate fire caulk between units
 - e. Inadequate ventilation
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **DEANNA FIORENTINO** claims money damages.

COUNT 34 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 6201 BRENDA CURRERI

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 34 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **BRENDA CURRERI** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **BRENDA CURRERI** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **BRENDA CURRERI**, at all times relevant hereto, was a resident

of the City of Bridgeport Connecticut and record owner of Unit 6201 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 6201 on or about March 15, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water seepage through brick
 - c. Improperly installed windows
 - d. Defect installation of HVAC
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **BRENDA CURRERI** claims money damages.

COUNT 35 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4001 ERVIS FUENTES

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 35 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **ERVIS FUENTES** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **ERVIS FUENTES** is a purchaser as defined by C.G.S. §47-116.

22. The Plaintiff, **ERVIS FUENTES**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4001 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4001 on or about February 13, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water seepage through brick
 - c. Improper installation of exterior door
 - d. Improper installation of windows
 - e. Improper installation of bathroom sink
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **ERVIS FUENTES** claims money damages.

COUNT 36 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 8005 MICHAEL PRITCHETT

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 36 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **MICHAEL PRITCHETT** owns an undivided interest in the common elements

at the LOFTS the costs of repair and replacement for which he is liable.

21. The plaintiff, **MICHAEL PRITCHETT** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **MICHAEL PRITCHETT**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 8005 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 8005 on or about September 8, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water damage to floor
 - c. Floor buckling
 - d. Improper installation of tiles in bathroom
 - e. Inadequate installation of water meter access cover
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **MICHAEL PRITCHETT** claims money damages.

COUNT 37 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4107 TANGIA HARDY

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 37 as though more fully set forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **TANGIA HARDY** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **TANGIA HARDY** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **TANGIA HARDY**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4107 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4107 on or about June 22, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Trim not installed properly
 - c. Doors not installed properly
 - d. Water seepage through brick
 - e. Improper installation of HVAC
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **TANGIA HARDY** claims money damages.

COUNT 38

CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 6202 KYLE SILVER

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 38 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **KYLE SILVER** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **KYLE SILVER** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **KYLE SILVER**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 6202 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 6202 on or about February 27, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system
 - b. Asbestos paint on beams
 - c. Water seepage through bricks
 - d. Improper installation of drywall
 - e. Water damage to ceiling
 - f. Water damage to windows
 - g. Inadequate finishing of floor
 - h. Improper patching of floor
 - i. Improper installation of HVAC

- j. Improper venting and wiring of dryer
 - k. Improper installation of HVAC access doors
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **KYLE SILVER** claims money damages.

COUNT 39 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3003 CHRISTOPHER TORRE

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 39 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **CHRISTOPHER TORRE** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **CHRISTOPHER TORRE** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **CHRISTOPHER TORRE**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3003 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 3003 on or about July 6, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:

- a. Defective roofing system;
 - b. Gaps in weather seal in all windows in unit
 - c. Gaps in weather seal around front door;
 - d. Bathtub drain plug inoperative;
 - e. Water leak in kitchen sink drain pipes;
 - f. Floor unfinished in dining room;
 - g. Floor unfinished in master bedroom closet;
 - h. Floor unfinished in master bedroom;
 - i. No insulation/sound dampening materials in common walls between units
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **CHRISTOPHER TORRE** claims money damages.

COUNT 40 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3001-2 ARIZE AGUMADU

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 9 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 40 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **ARIZE AGUMADU** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **ARIZE AGUMADU** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **ARIZE AGUMADU**, at all times relevant hereto, was a resident of

the City of Bridgeport Connecticut and record owner of Unit 3001-2 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 3001-2 on or about June 20, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Floors buckling
 - c. Water seepage through brick
 - d. Improper installation of windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **ARIZE AGUMADU** claims money damages.

COUNT 41 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4302 BENJAMIN FASCEITELLI

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 41 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **BENJAMIN FASCEITELLI** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.

21. The plaintiff, **BENJAMIN FASCEITELLI** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **BENJAMIN FASCEITELLI**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4302 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4302 on or about June 14, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Improperly installed windows
 - c. Water seepage through brick
 - d. Defective grout in bathroom
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **BENJAMIN FASCEITELLI** claims money damages.

COUNT 42 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4306 DAVID GONZALEZ

1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 42 as though more fully set

forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **DAVID GONZALEZ** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **DAVID GONZALEZ** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **DAVID GONZALEZ**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4306 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4306 on or about May 1, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water damage to walls in ceilings
 - c. Water seepage through brick
 - d. Improperly installed windows
 - e. Improper installation of entry door
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **DAVID GONZALEZ** claims money damages.

COUNT 43

CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4304 MICHAEL NEMETH

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 43 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **MICHAEL NEMETH** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **MICHAEL NEMETH** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **MICHAEL NEMETH**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4304 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4304 on or about September 6, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water seepage through brick
 - c. Improper drywall installation
 - d. Improper installation of windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.

26. The Plaintiff **MICHAEL NEMETH** claims money damages.

COUNT 44 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 2202 KENNETH OKOROAFOR

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 44 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **KENNETH OKOROAFOR** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **KENNETH OKOROAFOR** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **KENNETH OKOROAFOR**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 2202 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 2202 on or about October 28, 2005 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system
 - b. Improper installation of HVAC
 - c. Water seepage through brick

- d. Water damage to bathroom ceiling
 - e. Damage to blinds
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **KENNETH OKOROAFOR** claims money damages.

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COUNT 45 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1202 NICOLA SPENCE

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 45 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **NICOLA SPENCE** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **NICOLA SPENCE** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **NICOLA SPENCE**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1202 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 1202 on or about February 16, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:

- a. Defective roofing system
 - b. Improperly installed louvered doors in bedroom and living room
 - c. Inadequate finishing of floors
 - d. Water seepage through brick
 - e. Sheetrock in ceiling defective
 - f. Entry door not installed properly
 - g. Windows not installed properly
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **NICOLA SPENCE** claims money damages.

COUNT 46 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3205 CHRISTIAN GUILLEN

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 46 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **CHRISTIAN GUILLEN** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **CHRISTIAN GUILLEN** is a purchaser as defined by C.G.S. §47-116.

22. The Plaintiff, **CHRISTIAN GUILLEN**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3205 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 3205 on or about February 8, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water seepage through brick
 - c. Water damage to bathroom ceiling and wall
 - d. Improperly installed windows
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **CHRISTIAN GUILLEN** claims money damages.

COUNT 47 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4108 STELLA JANG

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 9 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 47 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **STELLA JANG** owns an undivided interest in the common elements at the LOFTS the

costs of repair and replacement for which he is liable.

21. The plaintiff, **STELLA JANG** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **STELLA JANG**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4108 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4108 on or about May 2, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Improper installation of HVAC
 - c. Inadequate fire caulk
 - d. Improper installation of louver doors
 - e. Defective design of utility room
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **STELLA JANG** claims money damages.

COUNT 48 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 3104 ANNALISA EWALD

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 48 as though more fully set forth herein.

20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **ANNALISA EWALD** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **ANNALISA EWALD** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **ANNALISA EWALD**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 3104 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 3104 on or about March 22, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Inadequate finishing of floors
 - c. Improper Installation of windows
 - d. Water damage to kitchen ceiling
 - e. Improper installation of bathroom wall heater
 - f. Entry door not installed properly
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **ANNALISA EWALD** claims money damages.

COUNT 49 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4002 LOUISA KASPER

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 49 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **LOUISA KASPER** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **LOUISA KASPER** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **LOUISA KASPER**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4002 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 4002 on or about April 23, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
- a. Defective roofing system
 - b. Defective ventilation
 - c. Sump pump inadequate
 - d. Floor buckling
 - e. Water damage to floor in front of bathroom door
 - f. Defective floor framing system
 - g. No insulation or vapor barrier in crawl space

25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **LOUISA KASPER** claims money damages.

COUNT 50 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1102 CHRISTINA GRANT

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 50 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **CHRISTINA GRANT** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **CHRISTINA GRANT** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **CHRISTINA GRANT**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1102 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 1102 on or about May 2, 2008 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system;

- b. Improperly installed windows
 - c. Defective repairs to floors
 - d. Water damage to sheetrock
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **CHRISTINA GRANT** claims money damages.

COUNT 51 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 9105 PENRHYN COOK

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 51 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **PENRHYN COOK** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **PENRHYN COOK** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **PENRHYN COOK**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 9105 of the Lofts on Lafayette Condominiums.
23. Plaintiff took title to Unit 9105 on or about March 17, 2008 as a new unit.

24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water seepage through brick
 - c. Water damage to sheetrock
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **PENRHYN COOK** claims money damages.

COUNT 52 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 1103 JENNIFER SACKS

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 8 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 52 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **JENNIFER SACKS** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **JENNIFER SACKS** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **JENNIFER SACKS**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 1103 of the Lofts on Lafayette Condominiums.

23. Plaintiff took title to Unit 1103 on or about March 23, 2007 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Inadequate finishing of floors
 - c. Water damage to floors
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The Plaintiff **JENNIFER SACKS** claims money damages.

COUNT 53 CLAIM UNDER NEW HOME WARRANTY ACT (C.G.S. §47-118 et seq.) UNIT 4004 JOSEPH COGHLAN

- 1.-19. Paragraphs 1 through 19, inclusive, of Count 9 are hereby restated and incorporated as Paragraphs 1 through 19 of the Count 53 as though more fully set forth herein.
20. By virtue of the Lofts of Lafayette Declaration and CIOA, the Plaintiff **JOSEPH COGHLAN** owns an undivided interest in the common elements at the LOFTS the costs of repair and replacement for which he is liable.
21. The plaintiff, **JOSEPH COGHLAN** is a purchaser as defined by C.G.S. §47-116.
22. The Plaintiff, **JOSEPH COGHLAN**, at all times relevant hereto, was a resident of the City of Bridgeport Connecticut and record owner of Unit 4004 of the Lofts

on Lafayette Condominiums.

23. Plaintiff took title to Unit 4004 on or about October 16, 2006 as a new unit.
24. Plaintiff complains of the following defects in materials and workmanship pursuant C.G.S 47-188 et. seq. which were identified within the first year of the plaintiff's ownership of his unit:
 - a. Defective roofing system
 - b. Water seepage through brick
 - c. Water damage to floors in kitchen and living room
 - d. Improper drainage system installed for washer
 - e. Inadequate ventilation system in bathroom
25. Despite repeated request made to the Defendant, LANCASTER, the Defendant has failed, refused and/or neglected to repair the above listed defects.
26. The **JOSEPH COGHLAN** claims money damages.

COUNT 54 CUTPA

- 1.-43. Paragraphs 1 through 43, inclusive, of the Count 5 are hereby restated and incorporated as Paragraphs 1 through 43 of Count 54 as though more fully set forth herein.
44. The LOFTS is a "person" as defined by Section 42-110a(3).
45. In the conduct of the Defendants' trade, the Defendants LANCASTER and SPENCER have engaged in unfair methods of competition unfair and deceptive acts in one or more of the following ways:

- a. By failing to employ qualified and workmanlike contractor in the construction of the improvements at LOFTS.
 - b. By making numerous promises to repair and replace defective areas around the LOFTS development and then failing or refusing to honor said promises.
 - c. By engaging in bad faith negotiations aimed at delaying and thereby prejudicing the plaintiffs' legal claims.
 - d. By failing to follow municipal and state building codes in the construction of the roofing system covering the units at LOFTS.
 - e. By compelling purchasers of units, on the day of closing and under duress, to execute a waiver of their rights to the community center and to permit the declarant to construct additional units therein;
 - f. By constructing, declaring and conveying units in Building 9, which is a common element under the Declaration of the Lofts on Lafayette and thus converting property owned by the unit owners at LOFTS in their undivided interests thereby
46. As a direct and proximate result of the actions of the Declarant LANCASTER and SPENCER, in his individual capacity, as enumerated above have caused the Plaintiff LOFTS to suffer monetary losses resulting from
- a. the direct and ancillary costs of repair and replacement of the roofing system,
 - b. the costs of repairing and replacing other construction defects enumerated in the Becht Report; and
 - c. the loss of the use of Building 9 as a Community Center.

47. Said actions constitute a violation of the Connecticut Unfair Trade Practices Act (CUTPA) Connecticut General Statutes Section 42-110(b)(a).
48. The Plaintiff claims monetary and punitive damages.

COUNT 55: BREACH OF FIDUCIARY DUTY AS TO REBECCA SPENCER

- 1.-21. Paragraphs 1 through 21, inclusive, of the Count 2 are hereby restated and incorporated as Paragraphs 1 through 21 of Count 55 as though more fully set forth herein.
22. On or about March 29, 2007, the defendant, as managing member of LANCASTER and declarant of the common interest community, LOFTS, appointed himself to the Executive Board of said common interest community, then an incorporated association, said appointments having been made pursuant to Connecticut General Statutes §47-245 et seq.
23. According to Connecticut General Statutes §47-243 the Lofts on Lafayette Association was created as of the date and time the Declarant conveyed the first unit on January 3, 2005.
24. According to the records of the Connecticut Secretary of the State, at all times relevant hereto, SPENCER was the sole member of LANCASTER.
25. Upon information and belief, the Defendant Garfield Spencer, as Declarant, appointed his wife and business partner, REBECCA SPENCER, to the Board of Directors of the LOFTS at the same time he appointed himself as president of said Board.

25. As Declarant appointed Board member, REBECCA SPENCER was subject to a duty of care and loyalty required of a trustee.
26. At all times during REBECCA SPENCER's tenure on the LOFTS Board, at which time her husband and partner simultaneously and solely managed LANCASTER, she knew or should have known of the defects resultant from LANCASTER's improper construction practices and fraudulent business conduct, but failed, neglected or refused to take actions to secure and protect the unit owners' interests.
27. As a Declarant appointed Board member at LOFTS, REBECCA SPENCER's failure or refusal to take appropriate action to protect the unit owners' interest constitutes a breach of her fiduciary duty as enumerated in C.G.S. Section 47-245 et seq.
28. As a direct and proximate result of defendant, REBECCA SPENCER's breach, the plaintiff, LOFTS has suffered damages.

COUNT 56: VIOLATION OF C.G.S. § 47-267 PERTAINING TO CONVERSION BUILDINGS as to LANCASTER

- 1.-43. Paragraphs 1 through 43, inclusive, of the Count 5 are hereby restated and incorporated as Paragraphs 1 through 43 of Count 56 as though more fully set forth herein.
44. Since the declarant LANCASTER was constructing a "conversion building" development it was required to provide prospective buyers with certain

information in the POS on which they could rely in deciding whether or not to purchase a unit.

45. Section 47-267 mandates that the POS contain a statement by the Declarant, incorporating a report prepared by a registered architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the building.
46. Section 47-267 also requires the declarant to provide a statement of the approximate dates of construction, installations and major repairs and the expected remaining life of each item reported.
47. The Declarant, LANCASTER, has violated Section 47-267a(1) and (3) in that LANCASTER failed to:
 - a. Provide a statement incorporating an engineer or architect's condition report; or
 - b. Provide any statement estimating the dates of construction, installation and major repairs or remaining useful life of each item.
48. The failure of the Declarant, LANCASTER, to provide the statement in the Lofts on Lafayette POS was willful and an attempt to keep such information from unsuspecting purchasers and owners.
49. The plaintiff claims damages.

Wherefore, the plaintiff claims:

1. Money damages;
2. Costs;
3. Interest;
4. Punitive Damages pursuant to C.G.S. 47-278(a)
5. Punitive Damages pursuant to C.G.S. §42-110g
6. Attorney's fees; and
7. Such other and further relief as the Court deems just and equitable.

Dated at Hamden, Connecticut, this 8th day of July 2009.

THE PLAINTIFF,

BY: _____

Ronald J. Barba, Esq.
Bender, Anderson and Barba, P.C.
3308 Whitney Ave.
Hamden, CT 06518
203-248-6440
Juris No.: 105040

Docket No.: CV-09-4027725-S

SUPERIOR COURT

**LOFTS ON LAFAYETTE
CONDOMINIUM ASSOCIATION,
INC., ET AL.**

J. D. OF FAIRFIELD

AT BRIDGEPORT

VS.

**LANCASTER GATE, LLC,
GARFIELD SPENCER and
REBECCA SPENCER**

July 8, 2009

AD DAMNUM

The amount in demand is more than \$15,000.00 exclusive of interest and/or costs.

THE PLAINTIFF,

BY: _____
Ronald J. Barba, Esq.
Bender, Anderson and Barba, P.C.
3308 Whitney Ave.
Hamden, CT 06518
203-248-6440
Juris No.: 105040

CERTIFICATION

This is to certify that a copy of the First Amended Complaint was mailed this the 8th day of July by first class postage prepaid to all parties of record including:

Keith K. Fuller
LAW OFFICES of KEITH K. FULLER
141 Hazard Avenue
Enfield, CT 06082

Commissioner of the Superior Court