

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA  
(CIVIL ACTIONS BRANCH)**

BOZZUTO CONTRACTORS, INC.

*Third-Party Plaintiff*

v.

CENTENNIAL BUILDERS, INC.  
5646-B Third Street, NE Suite B  
Washington, DC 20011

Serve on: Registered Agent  
Fabricio Sorto  
5646-B Third Street, N.E.  
Washington, DC 20011

and

CLEMONS BUILDERS, INC.  
2520 Pennsylvania Avenue, SE, Suite B  
Washington, DC 20020

Serve on: Registered Agent  
Marco A. Gonzalez  
1319 Monroe St. NW  
Washington, DC 20010

*Third-Party Defendants.*

Civil Action No. 220-CA-002648-B

**THIRD-PARTY COMPLAINT**

Defendant/Third-Party Plaintiff Bozzuto Construction Company (“Bozzuto”) by its attorneys, hereby brings the following Third-Party Claim against Third-Party Defendants Centennial Builders, Inc. (“Centennial”) and Clemons Builders, Inc. (“Clemons”) and in support states as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this claim and venue is proper because both Third-Party Defendants regularly conduct business in the District of Columbia and because a

substantial part of the events giving rise to Third-Party Plaintiff Bozzuto Construction Company's claims occurred in the District of Columbia.

### **PARTIES**

2. Third-Party Plaintiff Bozzuto Construction Company is a corporation organized under the laws of Maryland with its principal place of business in Greenbelt, Maryland.

3. Third-Party Defendant Centennial is a corporation organized under the laws of the District of Columbia with its principal place of business in the District of Columbia. Centennial was a subcontractor of Bozzuto at the Delta Towers project pursuant to April 8, 2019 Subcontract Agreements. Centennial employed other subcontractors and/or agents and employees that are the subject of the underlying dispute between Plaintiffs and Bozzuto in this matter.

4. Third-Party Defendant Clemons Builders, Inc. is a corporation organized under the laws of Maryland with its principal place of business in the District of Columbia. Clemons was a subcontractor of Bozzuto at the Delta Towers project pursuant to March 9, 2019 Subcontract Agreements. Clemons employed other subcontractors and/or agents and employees that are the subject of the underlying dispute between Plaintiffs and Bozzuto in this matter.

### **FACTUAL ALLEGATIONS**

5. Bozzuto was the general contractor at the Delta Towers project site.

6. Bozzuto engaged subcontractors to perform construction services at the Delta Towers project, including but not limited to the April 8, 2019 Subcontract Agreements with Centennial and the March 9, 2019 Subcontract Agreement with Clemons (together, the "Agreements").

7. Pursuant to the Agreements, Centennial and Clemons agreed to comply with all laws and regulations, including wage and salary laws.

8. Pursuant to the Agreements, Centennial and Clemons agreed to defend and indemnify Bozzuto from all “claims damages, and losses” that arise out of or in connection with Centennial and Clemons’s work on the project.

9. Plaintiffs’ Complaint alleges liability against Bozzuto arising from the work, practices, and actions of Centennial and Clemons with regarding to its employees, subcontractors, and/or agents, the Plaintiffs in this case.

10. Bozzuto has made a demand for defense and indemnity to Centennial and Clemons, but Centennial and Clemons have failed to defend and indemnify Bozzuto.

**Count I – Contract Indemnity**

11. The allegations of paragraphs 1-10 are restated and incorporated as if fully set forth herein.

12. Under the indemnity provisions of the Agreements, Defendants Centennial and Clemons are liable to and must indemnify Bozzuto for any claim asserted or judgment imposed against Bozzuto, and all expenses and attorney's fees incurred by Bozzuto in defending this case.

13. To the extent Bozzuto is held liable to the Plaintiffs for any damages in this case, Third-Party Defendant Centennial and Clemons are liable for the entire amount of the judgment against Bozzuto under the express indemnity provision identified above.

14. The indemnity provision entitles Bozzuto to judgment against Centennial and Clemons for all costs, expenses, and attorneys' fees incurred in defense of the Plaintiffs’ claims.

WHEREFORE, Bozzuto requests that judgment should be entered in this Third-Party claim against Third-Party Defendants Centennial and Clemons, in the full amount of any damages suffered by Bozzuto, together with all expenses and attorneys' fees incurred by Bozzuto in defending this case, with such additional relief and may be just and proper.

## **Count II – Statutory Indemnity**

15. The allegations of paragraphs 1-14 are restated and incorporated as if fully set forth herein.

16. Centennial and Clemons were subcontractors of Bozzuto's as defined under the D.C. Wage Payment and Wage Collection Act and the D.C. Minimum Wage Act Revision Act.

17. Pursuant to the applicable statutes, the "the subcontractor shall indemnify the general contractor for any wages, damages, interest, penalties, or attorneys' fees owed as a result of the subcontractor's violations."

18. To the extent Bozzuto is held liable to the Plaintiffs for any damages in this case, Third-Party Defendant Centennial and Clemons are liable for the entire amount of the judgment against Bozzuto under the statutory indemnity provision identified above.

19. The indemnity obligation further entitles Bozzuto to judgment against Centennial and Clemons for all costs, expenses, and attorneys' fees incurred in defense of Plaintiff's claims.

WHEREFORE, Bozzuto requests that judgment should be entered in this Third-Party claim against Third-Party Defendant Centennial and Clemons in the full amount of any damages suffered by Bozzuto, together with all expenses and attorneys' fees incurred by Bozzuto in defending this case, with such additional relief and may be just and proper.

## **Count III - Breach of Contract**

20. The allegations of paragraphs 1-19 are restated and incorporated as if fully set forth herein.

21. Centennial and Clemons owe Bozzuto a contractual duty, under the Agreements, to indemnify Bozzuto to cover all costs, expenses, attorneys' fees, and liability incurred by Bozzuto resulting from Plaintiffs' allegations.

22. Centennial and Clemons have breached its contractual duties by failing to provide indemnification to Bozzuto as it relates to Plaintiffs' claims in this case, and failing to provide a legal defense for Bozzuto.

23. Centennial and Clemons's breach of contract has caused Bozzuto to incur actual damage in the form of costs and attorneys' fees. Bozzuto may incur further damages as this case proceeds through the conclusion of trial and any judgment that may be entered in this case.

WHEREFORE, Bozzuto requests that judgment should be entered in this Third-Party claim against Third-Party Defendants Centennial and Clemons in the full amount of any damages suffered by Bozzuto, together with all expenses and attorneys' fees incurred by Bozzuto in defending this case, with such additional relief and may be just and proper.

Respectfully submitted,

**GALLAGHER EVELIUS & JONES LLP**

/s/ James D. Bragdon

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*Attorneys for Defendant/Third-Party Plaintiff  
Bozzuto Construction Company*

Date: July 31, 2020

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 31, 2020, a copy of the foregoing was filed and served through the Court's electronic filing system on:

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