

IN THE DISTRICT COURT OF MARYLAND FOR ANNE ARUNDEL COUNTY

HOMESTEAD GARDENS, INC. \*  
743 W. Central Avenue  
Davidsonville, Maryland 21035 \*

Plaintiff \*

v. \*

DOWNTOWN ANNAPOLIS  
PARTNERSHIP, INC. \*  
Serve on Resident Agent: Mary J. Giannini  
160 Duke of Gloucester Street \*  
Annapolis, Maryland 21401 \*

Defendant \*

CASE NO.

\*\*\*\*\*

**COMPLAINT**

Comes now the Plaintiff, Homestead Gardens, Inc., by and through their attorneys, Michael G. Von Sas, Samuel J. Brown and HILLMAN, BROWN & DARROW, P.A., and hereby sues the Defendant, Downtown Annapolis Partnership, Inc., and in support thereof states the following:

**JURISDICTION AND VENUE**

1. The Plaintiff is a Maryland corporation with its principal place of business in Davidsonville, Anne Arundel County, Maryland, and regularly conducts business in Anne Arundel County, Maryland.

2. The Defendant is a Maryland corporation with a principal place of business in Annapolis, Anne Arundel County, Maryland, and conducts business in Anne Arundel County.

3. The transaction giving rise to this Complaint occurred in Anne Arundel County. Therefore, jurisdiction and venue are proper in this Court.

**COUNT ONE: BREACH OF CONTRACT**

4. The Plaintiff is a nursery and landscaping maintenance service principally located in Anne Arundel County, Maryland.

5. In 2018, the Defendant approached the Plaintiff about providing plants and maintenance for the Annapolis 2018 Hanging Flower Basket Program, as they had done in the past.

6. This program included the purchase, delivery and planting of flowers, the delivery and installation of 132 hanging baskets and 58 flower pots, weekly watering from May until September of 2018 and their take-down in September of 2018. All of the flowers were hung on City of Annapolis owned lamp posts or were planted in city-owned fixed planters in the Main Street to West Street corridor in Annapolis.

7. In exchange for the valuable consideration of providing plants, planters, weekly maintenance and take-down, the Downtown Annapolis Partnership agreed to pay invoices as they were received for these services and goods. Attached hereto as Exhibit A is a statement of account and invoices concerning this contract.

8. As a goodwill gesture to the City of Annapolis and to the Defendant, the Plaintiff provided these goods and services at a much reduced cost.

9. The actual cost to provide these goods and services was \$54,226.00, which the Plaintiff agreed in good faith to provide for \$34,369.00

10. The goods and services agreed to between the parties were provided timely, efficiently and competently by the Plaintiff.

11. The total amount invoiced to the Defendant was \$34,369.00. The Defendant paid \$20,132.00.

12. Since September 29, 2018, and all times thereafter, the Defendant has refused to pay and has not paid the remaining \$14,237.00 due under the aforementioned agreement, thereby materially breaching their contract with the Plaintiff.

13. The Plaintiff has incurred a loss of \$14,237.00 as a result of this breach by the Defendant.

WHEREFORE, the Plaintiff, Homestead Gardens, Inc.:

a. Demands judgment against the Defendant, Downtown Annapolis Partnership, Inc., in the amount of \$14,237.00, plus interest and costs.

b. For such other and further relief as the nature of this cause may require.

## **COUNT TWO: UNJUST ENRICHMENT**

14. The Plaintiff restates and re-alleges herein each and every allegation set forth above.

15. The Plaintiff is deeply vested in the local Annapolis community and regularly tries to do its part to improve the aesthetic beauty of the downtown Annapolis area. To this end, it was prepared to conduct this planter program at a significant discount for the benefit of the City and the Defendant with the understanding that there was good faith dealing on all sides.

16. The goods and services provided by the Plaintiff included over 132 hanging baskets, fertilizer, 58 planters, the maintenance for these planters and baskets, and over 485 hours of labor by the Plaintiff's employees. These goods and services provided by the Plaintiff would have normally been billed at \$54,226.00 in order to make a reasonable profit and cover their overhead expenses.

17. To date, only \$20,132.00 has been paid to the Plaintiff. The unpaid goods and services provided by the Plaintiff to the Defendant conferred a benefit upon the Defendant in an amount of \$34,094.00.

18. The Defendant is aware of and had knowledge of the benefit being conferred upon them.

19. The Defendant's acceptance and retention of the goods and services provided by the Plaintiff make it inequitable for the Defendant to retain these benefits without the payment for their value.

WHEREFORE, the Plaintiff, Homestead Gardens, Inc.:

a. Demands judgment against the Defendant, Downtown Annapolis Partnership, Inc., in an amount of \$30,000.00, plus interest, costs and attorney's fees.

b. For such other and further relief as the nature of this cause may require.

/s/

Michael G. Von Sas (CPF #1912180196)  
(mgv@hbdlaw.com)

/s/

Samuel J. Brown (CPF #7612010038)  
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Attorneys for Plaintiff

**CERTIFICATION OF COMPLIANCE WITH**  
**MARYLAND RULE 20-201(h)(1)**

I hereby certify that the foregoing document complies with Maryland Rule 20-201(h)(1) that the document does not contain any restricted information or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to Maryland Rule 20-201(h)(2).

\_\_\_\_\_/s/  
Michael G. Von Sas