



2023-2024 High School Mock Trial Case*

Jon/Joni Watson

v.

Gillette Lodge & Catering, Inc.

Civics First/Connecticut Bar Association Case Committee

Attorney J. Tyler Butts

Hon. Joyce Krutick Craig

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Hon. Hope C. Seeley

Attorney Jonathan Weiner

*Adapted from 2020-21 Minnesota High School Mock Trial Competition Case. Civics First and the Connecticut Bar Association are grateful to the Minnesota State Bar Association for giving us permission to use the case. The Case Committee adapted the case to Connecticut and made substantive changes to the content contained in the case problem used in the prior competition in Minnesota.

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CASE OVERVIEW¹

This is a civil case based on contract law. It is set in Middlesex County, Connecticut.

Jon/Joni Watson, a local hockey hero, and Parker Stevenson became engaged to be married in 2019. Jon/Joni's parent, Jordan Watson, formerly a well-known clothier in Middletown, was as excited as Jon/Joni for this wedding, with visions of grandchildren dancing in their head. The happy couple's parents each agreed to foot 35% of the wedding costs. The big day was to be July 4, 2020, the five-year anniversary of when Jon/Joni and Parker met on-line. The venue was to be the Sherlock Holmes Ballroom located at the Gillette Lodge, a beautiful wedding venue overlooking the Connecticut River with Gillette Castle in the background. Gillette Castle is where the couple had their first date. The venue and catering services were booked in June 2019.

Jon/Joni and Parker had been saving for the wedding of their dreams for some time. Their respective parents agreed to help out as well so that they could have "the wedding of the decade." The wedding was planned for about 250 people (and 2 dogs); dozens of friends and relatives were going to be flown in from all over the country (and from France, where Jordan still has family).

Then, the COVID-19 pandemic began its deadly path across America. By March 2020, Connecticut was in shut-down mode, airlines had all but stopped flying, and people were socially distancing themselves and wearing masks. The hotel and restaurant businesses were required to develop Preparedness Plans regarding how they would conduct business in the face of COVID. Based on the Governor's Executive Orders, the Rules promulgated by the Connecticut Department of Public Health, the recommendations of the Middlesex County Health and Safety inspector, and the age and physical layout of the Gillette Lodge, the owner and sales manager, Mycroft Holmes,

¹The Case Overview is provided as an introduction to the High School Mock Trial Case. It has no legal consequence and is not admissible for impeachment purposes or any other purpose.

informed the Watsons that the maximum size of the wedding would be 75 guests and that it would be held outdoors. Masks, social distancing and other health precautions also would be required.² When the Watsons balked at these restrictions, Gillette Lodge offered to look for an alternative date, for a fee. The Watsons were outraged and demanded either the wedding of Jon/Joni and Parker's dreams or their money back. Gillette Lodge refused. Jon/Joni Watson sued Gillette Lodge for a return of all the money they put down; Gillette Lodge answered with a counterclaim, demanding payment of the rest of the monies owed to them.

²Although we have used Connecticut law wherever possible in drafting this problem, exigencies of the competition have required us to make changes or create new material. In particular, the Executive Orders, Department of Public Health Rules and the portions of the applicable law provided in this packet were created for purposes of this mock trial problem and are not based on actual Connecticut law in place during the response to the pandemic.

WITNESSES

The witnesses for the plaintiff are:

- **Jon/Joni Watson:** One half of the happy couple. Jon/Joni is a local hero of sorts, based on his/her high school and college success as a hockey player. Jon/Joni wanted a huge wedding and wanted it on the anniversary that Jon/Joni and Parker met—July 4, 2020.
- **Jordan Watson:** Parent of Jon/Joni Watson and formerly the successful owner of Palace Clothiers in Middletown, CT. Jordan sold the business a few years back and now happily lives in Maine with Jordan's spouse.
- **Mike/Molly Hooper:** wedding planner hired by Jon/Joni and Parker on or around March 14, 2019. Booked the venue on behalf of the wedding party and arranged for fireworks and a red, white and blue wedding color scheme.

The witnesses for the defendant are:

- **Mycroft Holmes:** Owner and chief Sales Manager for Gillette Lodge and Catering. After working at several jobs that provided good training, Mycroft inherited the Gillette Lodge, which had been in the Holmes family for nearly 100 years. With a relatively small operations staff, Mycroft took on the position of Sales Manager as well as owner.
- **Conan Doyle:** Catering manager for Gillette Lodge and Catering. A real foodie, Conan enjoys planning wedding dinners and worked with Jon/Joni, Parker and Jordan to develop a high-end pre-wedding dinner and reception dinner. Conan is good friends with Mycroft Holmes as well as an employee of Gillette Lodge and Catering.
- **Greg/Grace Lestrade:** Lead venue planner at Gillette Lodge and Catering who worked with the happy couple and their parents to plan the perfect wedding at Gillette Lodge, including arranging a fireworks display and assisting with developing a Fourth of July theme. Greg/Grace participated in email exchanges regarding preparing the venue and then about the changes required due to the COVID-19 pandemic.

Docket No. MMX-CV-22-000221B-S : SUPERIOR COURT
Jon/Joni Watson : Judicial District of Middlesex
v. :
Gillette Lodge & Catering, Inc. : October 2, 2020

COMPLAINT

Plaintiff Jon/Joni Watson (“Plaintiff” or “Watson”), for his/her Complaint against the above-named Defendant, states as follows:

I. THE PARTIES

Plaintiff

1. Jon/Joni Watson is an individual residing in Middlesex County, Connecticut.

Defendant

2. Gillette Lodge & Catering, Inc. (“GLC”) is a corporation organized under the laws of Connecticut.
3. GLC’s principal place of business is registered with the Connecticut Secretary of State in the Town of East Haddam, Middlesex County, Connecticut.
4. GLC owns and operates Gillette Lodge, an event venue located in the Town of East Haddam, Middlesex County, Connecticut.

II. JURISDICTION AND VENUE

5. This Court has jurisdiction over GLC and this case because all relevant conduct, events, and harm occurred within Middlesex County in the state of Connecticut.
6. This case is properly venued before this Court pursuant to the Connecticut General Statutes because this Action arises out of a contract entered into by Plaintiff and GLC in Middlesex County, Connecticut, based on a wedding to occur at the Gillette Lodge located in Middlesex County, Connecticut.

III. STATEMENT OF FACTS

7. On or about June 19, 2019, Plaintiff entered into a contract with GLC (“Contract”). A copy of the Contract can be found at Exhibit 2 of the case materials and is incorporated herein by reference.

8. The parties discussed desired details of the event prior to signing the Contract, such as decorations, food and drink, timing of the event, and desired number of guests. Jon/Joni Watson recalls telling the Gillette Lodge manager, Greg/Grace Lestrade, that they planned to invite 300 people and expected approximately 250 to attend, with some from Connecticut and many others from across the country and Canada. In particular, Plaintiff recalls informing GLC that their parents may have to travel from out of state to attend the wedding.

9. The Contract memorialized the desired details of a number of related events: the rehearsal to take place before the wedding, brunch served to both wedding parties the morning of the wedding while they were getting ready, champagne to be provided as guests arrived, a ceremony to be held outdoors (or indoors in the instance of rain), a cocktail hour to follow, an experiential dinner, dancing, and a “late night” buffet. One commonality in all of these events is that guests and participants are expected to mingle with one another.

10. Jon/Joni Watson and Parker Stevenson chose the date of their wedding to be July 4, 2020, because they first met on the Fourth of July, and it is a particularly significant day for them. The Fourth of July date was more expensive than other similar dates and was an integral part of the Contract.

11. Per the terms of the Contract, Jon/Joni Watson paid GLC a total deposit sum of \$69,478.00 to date, which went towards venue rental as well as food and beverage.

12. Plaintiff incurred a number of additional costs leading up to the wedding, including couture wear, airfare costs for family members, hiring a photographer, a florist and a DJ, ordering invitations, and more.

13. In the winter of 2019 and spring of 2020, COVID-19 interrupted many businesses and family gatherings. Connecticut and its citizens, however, took a number of proactive steps during that time to help limit its impact. Because of these steps, businesses were allowed to reopen to varying degrees in the summer of 2020.

14. Under the Governor’s Executive Orders, wedding and event venues similar to and including GLC were permitted to open with limited or changed capacities on June 1, 2020. The circumstances under which businesses could operate were defined by the Connecticut Department of Health Guidelines and Regulations (“Rules”), issued in response to the Governor’s Orders.

15. On June 2, 2020, Plaintiff emailed the Owner and Sales Manager of Gillette Lodge, Mycroft Holmes. Mycroft Holmes served as the primary point of contact for the Watson-Stevenson wedding. Plaintiff inquired about GLC’s plans for holding the Watson-Stevenson wedding. The email also asked GLC to confirm that 250 or more guests could still attend the wedding per the Contract.

16. On June 2, 2020, Mycroft Holmes responded that GLC was limiting weddings held at its facility to 75 guests. GLC’s limitation was self-imposed and was less than what could have been allowed under Connecticut Law. The email also stated that all weddings would be held

outdoors and that food and drink service at the wedding would be restricted. Holmes attached a copy of Rules issued by the Connecticut Department of Health and a copy of a document that purported to be the Preparedness Plan required by the Rules, drafted by GLC.

17. After an exchange of emails between Jon/Joni Watson, Mycroft Holmes, and wedding planner Mike/Molly Hooper, Holmes sent an email to Watson and Hooper on June 8, 2020. The email offered to reschedule the wedding to October 23, 2020 or April 16, 2021. The email said that a \$3,750.00 fee would apply to reschedule the wedding to October 23, 2020, and that GLC's 2021 rates would apply if the wedding were rescheduled to April 16, 2021. The email also stated that any wedding with more than 75 guests would incur additional costs, which the email did not explain.

18. Plaintiff attempted to come up with reasonable alternatives that would allow the wedding to be held; however, Defendant either did not reply to Plaintiff or Plaintiff's wedding planner with sufficient time to make accommodations or refused to accept any reasonable alternatives offered by Plaintiff.

19. On August 28, 2020, Jordan Watson sent a follow-up email to Mycroft Holmes, which he/she responded to on September 2, 2020. The Venue Planner responded unexpectedly, but Mycroft Holmes failed to respond to any of the prior inquiries.

20. In Mycroft Holmes's September 2, 2020 email, Holmes backtracked from the previous offer to allow more than 75 people at the rescheduled wedding.

21. As of the date of the filing of this complaint, the Connecticut Department of Health Rules, which are attached as Exhibit 3, remain in effect allowing GLC to hold weddings. The restrictions for masks, persons per table, seating all table groups 6 feet apart, and maintaining 6 feet of social distancing between households does not prohibit GLC from reasonably complying with the terms of the Contract. At no time did the State of Connecticut rules or any other restrictions make it impossible for Defendant to provide Plaintiff with the dream wedding for which Plaintiff contracted.

22. Despite all reasonable efforts of Plaintiff Jon/Joni Watson, and his/her wedding planner, Mike/Molly Hooper, Defendant GLC, through its employee Mycroft Holmes, has refused to provide any reasonably comparable wedding under the Contract and have therefore breached the Contract in all material manners.

COUNT I – BREACH OF CONTRACT

23. The above-listed facts and allegations are incorporated herein.

24. Jon/Joni Watson and GLC entered into a contract to host a wedding to be held on July 4, 2020.

25. A wedding's fundamental purpose is to gather a number of people together to celebrate the marriage of one person to another.

26. Jon/Joni Watson and Parker Stevenson could have held the wedding of their dreams under the terms of the Contract and in accordance with governing COVID-19 regulations.

27. The limitations beyond those required by the governing COVID-19 regulations, put in effect by GLC after the Contract was entered into with Plaintiff, including mandating indoor versus outdoor location, banquet services, and capacity, are unreasonable and unduly restrictive, and preclude Jon/Joni Watson and Parker Stevenson from holding the wedding they contracted for with GLC.

28. The Contract between GLC and Jon/Joni Watson states that GLC is entitled to keep any monies paid if an event is canceled for any reason.

29. Jon/Joni Watson is not suing to cancel the Contract; rather, Plaintiff is suing for return of the funds paid to Defendant because GLC breached the contract by failing to: (1) perform any of its obligations and duties under the Contract: (2) make any reasonable attempts to perform: and (3) demanding additional fees to perform its duties under the Contract, in the event of rescheduling.

WHEREFORE, Plaintiff requests the judgment of this Court for the following relief:

1. Enter judgment in favor of Jon/Joni Watson against GLC for breach of Contract.
2. Order the return of all monies paid by Plaintiff to Defendant, namely \$69,478.00.
3. Order that GLC pay for Plaintiff's costs and disbursements incurred in this matter.
4. Order such other and further relief as the Court deems just and equitable.

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Docket No. MMX-CV-22-000221B-S : SUPERIOR COURT
Jon/Joni Watson : Judicial District of Middlesex
v. :
Gillette Lodge & Catering, Inc. : October 26, 2020

DEFENDANT’S ANSWER, SPECIAL DEFENSE AND COUNTERCLAIM

I.

Defendant Gillette Lodge & Catering, Inc. (“GLC”) denies each and every allegation contained in Plaintiff’s Complaint except those specifically qualified or admitted herein.

II.

With regard to the numbered paragraphs contained in the Complaint, GLC responds with the following:

1. Admits the allegations in paragraphs 1-9.
2. Lacks sufficient information to admit or deny the allegations in paragraph 10 and, therefore, denies the same.
3. Admits the allegations in paragraph 11.
4. Lacks sufficient information to admit or deny the allegations in paragraph 12 and, therefore, denies the same.
5. Admits the allegations in paragraphs 13-14.
6. With regard to paragraphs 15-20, admits that emails were sent between representatives of GLC and Plaintiff but denies the characterizations of the emails made in the Complaint. Any emails will speak for themselves.
7. With regard to paragraph 21, admits that GLC is currently permitted to hold weddings; but denies the remainder of the allegations because GLC does not believe that then-existing governing COVID-19 regulations and reasonable self-imposed restrictions, made with public safety in mind, allow for the type of wedding set forth in the Contract with Jon/Joni Watson and Parker Stevenson.
8. Denies the allegations in paragraph 22.

9. Admits and denies the allegations in paragraph 23 as previously admitted or denied.
10. Admits the allegations in paragraphs 24-25.
11. Denies the allegations in paragraph 26.
12. Denies the allegations in paragraph 27.
13. Denies the allegations in paragraph 28.
14. Lacks sufficient information to admit or deny the allegations in paragraph 29 and, therefore, denies the same.

DEFENDANT'S SPECIAL DEFENSE TO CLAIM OF BREACH OF CONTRACT

1. According to the United States Center for Disease and Control (hereinafter "CDC"), COVID-19 is a highly contagious communicable disease caused by a novel coronavirus that is believed to have originated in 2019.

2. A COVID-19 infection can have a wide range of effects. Some infections cause no symptoms whatsoever. Other infections can cause mild symptoms of varying types. Some infections cause severe illness, and a smaller number of infections cause death.

3. In response to the significant global spread of the COVID-19 pandemic (COVID-19) and many other regions temporarily shuttering, on March 20, 2020, The Office of the Governor of Connecticut, Ned Lamont, issued an Executive Order, which directed residents of Connecticut to "Stay at Home" and cancelled large gatherings including weddings and receptions.

4. On May 26, 2020, The Office of the Governor of Connecticut issued an Emergency Executive Order, which addressed the re-opening of weddings and receptions, and outlined the guidelines to which they would need to adhere. This was followed in relevant part by the Connecticut Department of Public Health issuing a Restatement of Rules for Gatherings. Both were effective on and after June 1, 2020.

5. Social limitations in effect on and after June 1, 2020 from the Office of the Governor of Connecticut and the Connecticut Department of Public Health included mask wearing, social distancing, and limitations on guests up to 25% of a venue's licensed capacity.

6. The Watson/Stevenson wedding was scheduled for July 4, 2020, a date after the re-opening of weddings and receptions.

7. The Contract included a force majeure clause that stated:

“No Party to this Agreement shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected so long as the party claiming force majeure makes reasonable efforts to comply with the terms of the contract and performance thereof.”

8. When the parties entered into the Contract in June 2019, COVID-19 was unforeseeable, noting that the last major pandemic was in 1918, well before any parties to this Contract were born.

9. As defined in the Contract, COVID-19 is unequivocally an unforeseeable “Act of God” and “other cause beyond the reasonable control of the Party whose performance is affected,” and has resulted in “Government restrictions” that prohibit GLC from reasonably performing its obligations under the Contract.

10. COVID-19 is a force majeure event, which made particular requirements set forth in the Contract no longer reasonably possible.

11. GLC made reasonable efforts to comply through the suggestion of various reasonable accommodations, yet Plaintiff refused all including any delay, making it impossible for GLC to host or reasonably comply with the desired details or terms of the wedding itself.

12. Beyond the reasonable efforts already made, force majeure events of COVID-19, the Governor’s Executive Orders and the Connecticut Department of Public Health Rules and Regulations make it impossible for GLC to host the wedding and reception it contracted to provide, and thus GLC should be excused from any further performance of the specific terms of the Contract.

13. In such an instance, the cancellation clause governs. Under the cancellation clause of the Contract, if GLC “withdraws due to non-compliance [on the part of the Client] to this Agreement, all fees, service charges, and disbursements incurred up to that time will be due and payable, and any payments made prior to the cancellation will be retained by GLC and considered proper compensation for reserving the Event Date for Client.”

14. Given Plaintiff's non-compliance in their unwillingness to accept reasonable accommodations resulting from the presence of force majeure events, performance with specific terms of the Contract is impossible, GLC is entitled to cancel the Contract and retain the \$69,478.00 previously paid as "payments made prior to the cancellation . . . and considered proper compensation for reserving the Event Date for Client."

COUNTERCLAIM IN THE ALTERNATIVE

Pursuant to the Connecticut Rules of Civil Procedure, should the ultimate fact finder conclude that the Contract between Plaintiff and GLC is enforceable, GLC alleges the following for its counterclaim against Plaintiff:

1. On or about June 19, 2019, Plaintiff entered into the Contract with GLC. A copy of the Contract can be found at Exhibit 2 of the case materials and is incorporated herein by reference.

2. The Contract memorialized the terms of a number of events: the rehearsal to take place before the wedding, brunch served to both the wedding parties the morning of the wedding while they were getting ready, welcome drinks to be provided as guests arrived, a ceremony to be held outdoors (or indoors in the instance of rain), a cocktail hour to follow, an experiential dinner, dancing, and a "late night" buffet.

3. Jon/Joni Watson and Parker Stevenson chose the date of their wedding to be July 4, 2020.

4. Per the terms of the Contract, Jon/Joni Watson paid GLC a total deposit sum of \$69,478.00 to reserve the July 4, 2020 wedding date and compensate for some planning, scheduling, reservations, and labor involved prior to the wedding date, for GLC to plan the wedding.

5. Under the Governor's Order and attendant Connecticut Department of Health Rules, businesses were permitted to open with limited or changed capacities on June 1, 2020. GLC was one such business.

6. GLC asserts it substantially and reasonably attempted to comply with the terms of the Contract by offering Plaintiff extensive reasonable alternative wedding options, in light of the COVID-19 pandemic. In doing so, GLC substantially complied with the terms of the Contract.

7. Therefore, because GLC substantially complied with the terms of the Contract, Plaintiff Jon/Joni Watson was similarly required to comply with the terms of the Contract.

8. Pursuant to the Addendum to the Contract between Watson and GLC, Watson was required to pay \$18,362.00 for final venue, wedding, and related expenses

no later than 30 days before the scheduled date for the wedding; the \$18,362.00 was due no later than June 4, 2020.

9. To date, Watson has not paid the final wedding expenses of \$18,362.00.

WHEREFORE, GLC requests the judgment of this Court for the following relief:

1. Enter judgment in favor of GLC against Jon/Joni Watson;
2. Order that Plaintiff pay GLC \$18,362.00 in remaining fees owed under the terms of the Contract;
3. Order that Plaintiff pay for GLC's costs and disbursements incurred in this matter; and
4. Order such other and further relief as the Court deems just and equitable.

Breyer & Brandeis, LLC

By: /s/ J.R. Brandeis

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Docket No. MMX-CV-22-000221B-S : SUPERIOR COURT
Jon/Joni Watson : Judicial District of Middlesex
v. :
Gillette Lodge & Catering, Inc. : November 5, 2020

**PLAINTIFF'S REPLY TO SPECIAL DEFENSE
& ANSWER TO COUNTERCLAIM**

I.

Plaintiff Jon/Joni Watson denies each and every allegation contained in Defendant's Special Defense and Counterclaim except those specifically qualified or admitted herein.

II.

With regard to the numbered paragraphs contained in the Special Defense, the Plaintiff responds with the following:

1. Admits the allegations in paragraphs 1-7.
2. Denies the allegations in paragraphs 8-14.

III.

With regard to the numbered paragraphs contained in the Counterclaim, the Plaintiff responds with the following:

1. Admits the allegations in paragraphs 1-3.
2. Lacks sufficient information to admit or deny the allegations in paragraph 4.
3. Admits the allegations in paragraph 5.
4. Denies the allegations in paragraphs 6-9.

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Docket No. MMX-CV-22-000221B-S : SUPERIOR COURT
Jon/Joni Watson : Judicial District of Middlesex
v. :
Gillette Lodge & Catering, Inc. : August 30, 2023

PRETRIAL ORDER

At a hearing held July 6, 2023, the Court heard arguments on cross-motions presented by the parties. The first was a motion for summary judgment by Defendant Gillette Lodge & Catering, Inc. (“GLC”) on Plaintiff Jon/Joni Watson’s (“Watson”) breach of contract claim. The second was a motion filed jointly by the parties to clarify the force and effect of the Connecticut Department of Health’s Guidance for Gatherings. The third was a motion filed jointly by the parties to bifurcate the issues of liability and damages. The fourth was a motion filed by Defendant GLC to exclude from trial the introduction of the relevant emails exchanged between the parties. The Court will consider each motion in turn.

I. Defendant's Motion to Dismiss Based on Lack of Standing

Defendant Gillette Lodge & Catering (GLC) claims that Plaintiff Jon/Joni Watson lacks standing to bring this action for breach of contract against GLC because the bride and groom's parents were intending to pay for 70% of the contract price. Connecticut law on standing does not support this argument. The court, therefore, denies the motion to dismiss for lack of standing. See, e.g., *Bongiorno v. Capone*, 185 Conn. App. 176, 196–98, cert. denied, 330 Conn. 943 (2018) (party to contract has standing to bring breach of contract action, with damages determined by that party's actual losses as result of breach).

II. Defendant’s Motion for Summary Judgment Regarding Plaintiff’s Breach of Contract

Plaintiff Watson claims that Defendant GLC breached the written contract in two ways. Watson claims that: (1) GLC breached the written contract by limiting the guests in attendance to 75 people; and (2) GLC breached the written contract not allowing wedding guests to mingle and dance. GLC has also asserted a counterclaim, in which it alleges that Watson has breached the written contract by failing to pay money owed by Watson to GLC under the contract.

To establish a breach-of-contract claim, a plaintiff must prove three elements: (1) the formation of an agreement with the defendant; (2) that the plaintiff performed his/her obligations under the agreement; and (3) that the defendant failed

to perform its obligations under the agreement. See *Keller v. Beckenstein*, 117 Conn. App. 550, 558, cert. denied, 294 Conn. 913 (2009).

Our Connecticut Supreme Court recently discussed the COVID-19 pandemic: "For approximately three and one-half years, the world has battled against the COVID-19 pandemic. As we explained in *Casey v. Lamont*, 338 Conn. 479, 258 A.3d 647 (2021), at the height of the pandemic, due to the highly contagious nature of COVID-19, "[a]round the country—indeed [around] the world—large segments of economic activity [had] been severely disrupted, if not fallen into collapse, millions of people [had] lost their employment, many hospitals and other health-care operations [had] been overrun by gravely ill and dying patients, and extraordinary lockdowns ordered by government officials, in an effort to abate the rate of infection . . . limited the free flow of personal and commercial activity." *Id.* at 482. Addressing these issues, on March 10, 2020, Governor Ned Lamont issued a declaration of public health and civil preparedness emergencies, proclaiming a state of emergency throughout the state of Connecticut as a result of COVID-19." *Manginelli v. Regency House of Wallingford, Inc.*, 347 Conn. 581, 584 (2023).

Then, in late May, 2020, Governor Lamont and his administration began "rolling back" some of the restrictions imposed in his Executive Orders and began a process called "Reopen Connecticut." As such, the Connecticut Department of Public Health issued a "Restatement for Gatherings" that became effective on June 1, 2020. This document was provided to the court by the parties as an Exhibit in these proceedings.³

In the present case, the written contract between Defendant and Plaintiff contained a force majeure clause. The effect of a force majeure clause is to excuse performance in the event an unforeseen circumstance occurs. The performance to be excused is determined by the language of the clause. Reasonableness of performance is also critical as to whether the Contract may be performed. As recently noted by the Connecticut Supreme Court in *AGW Sono Partners, LLC v. Downtown SOHO, LLC*, 343 Conn. 309, 332 n.21 (2022):

The basic purpose of force majeure clauses . . . is in general to relieve a party from its contractual duties when its performance has been prevented by a force beyond its control or when the purpose of the contract has been frustrated." *Phillips Puerto Rico Core, Inc. v. Tradax Petroleum Ltd.*, 782 F.2d 314, 319 (2d Cir. 1985); see *Harriscom Svenska, AB v. Harris Corp.*, 3 F.3d 576, 580 (2d Cir. 1993) ("[l]ike commercial impracticability, a force majeure clause in a contract

³Note: this document, "Restatement of Rules for Gatherings," is contained in Exhibit 3 of the Mock Trial materials. As previously noted, this document does not represent an official document of the Connecticut Department of Public Health; rather, it was created for purposes of this mock trial problem.

excuses nonperformance when circumstances beyond the control of the parties prevent performance”). Although force majeure events “[h]istorically . . . connoted events that rendered a party's performance impossible because of an unforeseeable event beyond the parties’ control,” with “[s]uch events . . . often described as acts of God” or resulting from “natural disasters such as earthquakes and floods, [force majeure] has since come to encompass many man-made and [man caused] events such as strikes, market shifts, terrorist attack[s], computer hacking, and governmental acts, among many others. In other words, force majeure provides a flexible concept that permits the parties to formulate an agreement to address their unique course of dealings and industry idiosyncrasies, allowing contractual force majeure clauses to have a much wider application than the doctrine would under its historical roots.”

Because genuine issues of material fact exist as to whether Defendant GLC breached the Contract with Plaintiff Watson, whether Plaintiff Watson breached the Contract with Defendant GLC, and whether the force majeure clause of the Contract excused either party's performance, summary judgment on the breach of contract claim is denied. The parties should expect that trial will be scheduled towards the end of 2023 or the beginning of 2024.

III. Parties’ Joint Motion to Clarify the Force and Effect of Connecticut Department of Public Health’s Rules for Gatherings.

The parties requested in a joint motion that the force and effect of the Rules for Gatherings as published by the Department of Public Health Rules be clarified. The Rules for Gathering (*contained as part of Exhibit 3 in these mock trial materials*) as published by the Connecticut Department of Health during the COVID-19 pandemic have the same force and effect as any other rules or regulations promulgated by the Connecticut Department of Health. In other words, they must be followed.

IV. Parties’ Joint Motion to Bifurcate Trial

The parties requested in a joint motion that the issues of liability and damages be bifurcated. The Court hereby orders that the issues to be determined at trial will involve only liability. If a jury finds Defendant breached the Contract, the amount of damages to be awarded to Plaintiff will be determined at a future trial. The same applies if the Plaintiff is determined to have breached the Contract as alleged in the Defendant's counterclaim.

V. Defendants' Motion in *Limine* to exclude emails from trial

The court now turns to GLC's motion in *limine*, seeking to exclude any evidence of attempted settlement or compromise of the claims. Specifically, GLC argues exhibit 5a through 5h should be excluded under the Connecticut Rules of Evidence because it contains emails between the two parties discussing possible compromises for the wedding. Section 4-8 of the Connecticut Code of Evidence prohibits the admission of evidence of a settlement or offer to compromise "on issues of liability and the amount of the claim." Conn. Code Evid. § 4-8 (a). One of the express exceptions to this rule, however, is the admission of this type of evidence for another purpose, "such as proving bias or prejudice of a witness" and "statements of fact or admissions of liability of a party." See §§ 4-8 (b) (1) and (b) (2).

The Court finds there may be a legitimate need for this evidence at trial. The Court therefore denies the motion to exclude exhibits 5a through 5h, provided however, that proper foundation must be laid for such exhibits to be accepted into evidence.

DATED: August 30, 2023

/s/ Judge M. Twain
Judge of the Superior Court

Docket No. MMX-CV-22-000221B-S : SUPERIOR COURT
Jon/Joni Watson : Judicial District of Middlesex
v. :
Gillette Lodge & Catering, Inc. : October 3, 2023

STIPULATIONS

The above-entitled matter came before the undersigned Judge of the Superior Court on October 3, 2023, for a pretrial conference. As part of that conference, the parties have stipulated as follows:

1. All exhibits included in case materials are authentic and accurate in all respects. All parties must use the proper procedures for admitting exhibits into evidence, and all exhibits are subject to objection except as to their authenticity.
2. All signatures on Witness Affidavits and other documents are authentic. No challenges based on the authenticity of a witness' signed document will be considered. Each witness was given an opportunity to update or amend his/her statement shortly before trial, and no changes were made. If asked, a witness must acknowledge signing the document(s) and must attest to the content of the documents(s) and the date(s) indicated thereon. The Witness Affidavits are deemed to be given under oath or affirmation.
3. The dates of witness statements are not relevant. No challenges based on the dates of the witness statements will be considered. All statements were taken after the alleged incidents but before trial.
4. The jurisdiction and venue are proper.
5. The applicable principles of law, Executive Orders and the Department of Public Health Rules as referred to and cited in the pleadings, the court's pretrial order and the jury instructions are accurate statements of the law and may be used to present each party's theory of the case and in argument.
6. Jon/Joni Watson and Gillette Lodge & Catering entered into a legally valid Contract to hold Jon/Joni Watson's wedding and reception at Gillette Lodge & Catering. Exhibit 2 is a fair and accurate copy of that contract.

7. Each witness can be portrayed by any student. Any instances where a witness is referred to as only "him" or "her" or only "he" or "she" are inadvertent.
8. All witnesses made the statements attributed to them in the emails in Exhibit 5. The emails in Exhibit 5 are a fair and accurate reproductions of each email.
9. Mycroft Holmes submitted COVID-19 Preparedness Plan for Gillette Lodge & Catering, Inc. to the Connecticut Department of Public Health as required, and it was approved.

DATED: October 3, 2023

1. /s/ Judge M. Twain
2. **Judge of the Superior Court**

APPLICABLE JURY INSTRUCTIONS

Bifurcation of Liability and Damages

In a general sense, a civil trial such as this has two issues: liability and damages. I have previously told you that I have bifurcated this trial, that is, cut this trial into two parts, such that you have heard only the evidence that relates to liability and you will decide that issue first. I will be instructing you only on the law that applies to the issue of liability at this time. You must not let speculation as to the plaintiff's claims of damages enter your deliberations on the issue of liability.

Corporation as a Party

You have heard that one of the parties in this lawsuit is a person and the other is a corporation [or other entity]. A corporation is an entity created by the law. All parties are equal before the law. The mere fact that one of the parties is a natural person and one is a creation of the law should not play any part in your deliberations. Rather, you must assess the claims and defenses of all parties without regard to their status and treat all parties in an equal and unbiased fashion.

Burden of Proof—Claims and Counterclaims

The party making a claim has the burden of proof with respect to that claim. Thus, the plaintiff has the burden of proving each essential element of the cause of action upon which the plaintiff relies. The defendant does not have to present evidence to disprove the plaintiff's claim. I will review those elements with you in a moment.

The defendant has alleged a counterclaim in this case, and thus, the defendant has the burden of proving each essential element of the cause of action upon which the defendant relies. I will review those elements with you in a moment. The plaintiff does not have to present evidence to disprove the defendant's counterclaim.

Burden of Proof—Special Defenses

The defendant in this case, in addition to denying the claims made by the plaintiff, has affirmatively asserted a certain special defense to the plaintiff's claims. I will review that special defense with you in a moment. The defendant has the burden of proof as to the allegations of any special defense upon which the defendant relies. The plaintiff does not have the burden to disprove the allegations of the defendant's special defense. Rather, each party has the burden of proving that party's own claims and no burden to disprove the claims of that party's adversary.

Standard of Proof—Preponderance of the Evidence

This means that all of the evidence, regardless of which party produced it, must lead you to believe that the claim is more likely true than not true.

A preponderance of the evidence, is “properly defined as the better evidence, the evidence having the greater weight, the more convincing force in your mind.” Greater weight of the evidence does not necessarily mean the greater number of witnesses or the greater volume of evidence.

Any believable evidence may be enough to prove that a claim is more likely true than not.

Claims of Breach of Contract and Definition of “Breach of Contract”

In this case, the parties have agreed that there was a valid contract between Jon/Joni Watson and Gillette Lodge and Catering, Inc. You must decide whether Gillette Lodge and Catering breached that Contract, or whether, as the Defendant asserts in its Counterclaim, Plaintiff Jon/Joni Watson breached the contract in question. Each party bears the burden of proving by a preponderance of the evidence—meaning it is more likely than not—that the other party breached the Contract.

A contract is breached when there is a failure to perform an important part of the contract.

This breach occurs when one party fails to carry out a term of the contract by preventing or hindering the term being completed, or repudiates the contract.

A contract is repudiated when one party to a contract communicates by words or acts to the other party that he or she does not intend to perform:

1. Before the time for performance, and
2. Without qualification.

In order for a party to prevail on a breach of contract claim, it must also prove that it suffered losses (damages), though the issue of the amount of such a loss is not the subject of this case.

Gillette Lodge and Catering’s Force Majeure Defense Excusing its Breach

Gillette Lodge and Catering asserts that it did not breach its Contract with Jon/Joni Watson because a force majeure event made full performance impossible or

impractical. A force majeure event is an event that cannot be anticipated or controlled. A force majeure event can be an act of nature or an act of people.

The parties agree that the Contract between Jon/Joni Watson and Gillette Lodge and Catering contained a clause that would excuse either party from completing remaining performance under the Contract in the event of a force majeure event. But the parties disagree over whether the COVID-19 pandemic is a force majeure event and whether reasonable efforts were required and/or made to perform. Gillette Lodge and Catering asserts that the COVID-19 pandemic is a force majeure event. Jon/Joni Watson asserts that it is not.

In determining whether the COVID-19 pandemic is a force majeure event, as that term is defined in the Contract between Jon/Joni Watson and Gillette Lodge and Catering, you should consider the following three factors:

1. The exact language in the force majeure clause in the Contract;
2. Whether there is proof that the force majeure event caused the non-performance of the Contract; and
3. Whether reasonable efforts could be taken to allow the Contract to be performed.

If you find that Gillette Lodge and Catering has proven by a preponderance of the evidence that a force majeure event made completion of performance of the Contract with Jon/Joni Watson impossible and that Gillette made reasonable efforts to comply, you should find in favor of Gillette Lodge and Catering.

If you find that Jon/Joni Watson has proven by a preponderance of the evidence that Gillette Lodge and Catering breached its Contract and that Gillette Lodge and Catering has failed to prove by a preponderance of the evidence that the force majeure event excused it from performing under the Contract, you should find in favor of Jon/Joni Watson.

Gillette Lodge and Catering's Counterclaim

Gillette Lodge and Catering has asserted a counterclaim in which it asserts that Jon/Joni Watson breached the Contract. Gillette Lodge bears the burden of proving by a preponderance of the evidence that Jon/Joni Watson breached the Contract.

A contract is breached when there is a failure to perform an important part of the contract.

This breach occurs when one party fails to carry out a term of the contract by preventing or hindering the term being completed or repudiates the contract. You

should consider whether language in the contract excuses performance, whether the parties are allowed to offer alternative means to complete performance of the contract, or whether any terms are critical to substantial performance of the contract.

A contract is repudiated when one party to a contract communicates by words or acts to the other party that he or she does not intend to perform:

1. Before the time for performance, and
2. Without qualification.

STATEMENT OF JON/JONI WATSON

My name is Jon/Joni Watson, currently of Middletown, and I'm so excited to marry my best friend, Parker Stevenson. How did we meet? I'm so glad you asked. Have you heard of Hinge, the hottest new dating app? Parker caught my eye—those big, beautiful eyes and this smile that just made my heart grow two sizes, plus the fact that he/she was pictured with a Golden Retriever, Whaler. I also have a Golden Retriever named Bobcat, ironically! On our first date, I learned that Parker, like me, loves ice hockey and plays in an adult league. H/she named his/her dog after Connecticut's former NHL Team, the Hartford Whalers. My dog is named after my college's mascot. Hockey! Dogs! What was there not to love? I pressed that heart button and left a comment about Parker's beautiful dog. Parker texted back and the rest is history. I couldn't wait to tell my parents about these developments in my love life; my parents couldn't wait to start talking about a wedding, more Golden Retrievers and grandkids.

My parents came here after World War II and settled in Middletown, where my parent, Jordan Watson, opened Palace Clothiers. I worked at the store a lot when I was a kid. Everyone in the area always came in to buy clothes for their special occasions, so I'd be lying if I said I'd never given some thought to what I'd do if I ever found myself in that circumstance. My folks sold the business in 2011, and they've been living in Portsmouth, New Hampshire ever since. Were my parents excited when they heard the news that I was finally going to get married? Absolutely. They were over the moon. They planned to use the wedding as a chance to show off to all of their friends, maybe to prove that they finally achieved the American Dream. I guess this wedding meant as much to them as it did to me.

A bit about my background, in case you hadn't pieced it all together. I grew up in Middletown, Connecticut, where I went to Middletown High School, and then to Quinnipiac University in nearby Hamden, Connecticut. I played hockey as a kid, and I played well enough to earn a full scholarship to Quinnipiac. I was proud to be a Bobcat hockey player and even more proud to be a member of the team that made it to the "Frozen Four" in 2016. We lost to the North Dakota Fighting Hawks in the finals, but what an experience. You can imagine my excitement when the team won the national title in 2023. Much to my amazement, my hockey career culminated with being named to Team USA. I got to represent my country in the Olympics in 2018. It was an amazing experience! Now, people know me wherever I go in Middletown and around most of Connecticut. And the endorsements I got after playing for Team USA certainly helped the pocketbook.

When I wasn't playing hockey, I spent most of my childhood in my parents' shop, first sweeping floors and taking out the garbage, then going to the post office and decorating the store, then typing up our bills and doing the bank deposits. I revolutionized the business when I got it online. I took selfies in our merchandise, and introduced Palace Clothiers to my generation. I'm pretty sure my parents still don't know the store has an Instagram account. It was pretty logical that I major in business. It just felt like something I could do well and enjoyed doing. And my parents always said, "Do what you love!" So, that's what I am doing—working in sales during the day, and coaching hockey for a high school travel team on nights and weekends.

I knew planning a wedding would be a lot, so I hired a planner. Finding someone who shares your passion, your vision, and creativity was not easy. But finally, we found Mike/Molly Hooper, whom we both loved. We hired Mike/Molly to make a plan and help us choose everything from attire, to ceremony and reception venues, music, and food. We told Mike/Molly we wanted the wedding on July 4, 2020, our five-year anniversary, under fireworks.

Here's the details: 250 people, 150 of whom were out of state. Budget of \$150,000. Is that a lot for a young couple? Yeah, it is! Fortunately, our parents were eager to help. They're picking up about two-thirds of the cost. We toured a number of venues before finding the right one and our parents were able to attend the tours via Zoom.

When Mike/Molly Hooper showed us Gillette Lodge & Catering, I knew we'd found the place. It was perfect for so many reasons. It certainly was beautiful, and it had a suite for us to get ready, replete with billiards, a tv, and sofas, and it also had a space for our parents and grandparents to spend the day. It had room for the ceremony and reception, and a separate place for the cocktail hour so our guests wouldn't be in the way while the venue converted the room from a wedding to a reception layout. Plus, it allowed us to have both Whaler and Bobcat participate in the wedding and be present during the reception—that was extremely important to both of us. Not all venues allowed for the presence of dogs.

More importantly, though, it overlooked Gillette Castle and the Connecticut River. On our first date, Parker and I toured Gillette Castle and its magnificent grounds because we both love castles and we are fans of Sherlock Holmes, the famous fictional detective. William Gillette designed and built the castle in the early 1900s, and he was famous for his portrayal of Sherlock Holmes, wearing that famous deerstalker cap and smoking a curved pipe. You could say we fell in love on our first date at Gillette Castle. So, imagine our delight when we toured the Sherlock Holmes Ballroom located on the third floor at Gillette Lodge & Catering and we could see the castle perched on the hill in the background. That sealed the deal because all the other venues were similar in all other ways, although this venue was the only one that permitted dogs. Parker and I try to go to Gillette Castle every year to mark the anniversary of our first date.

Mom and Dad loved it just as much as Parker and I did. We put a deposit down before we even left the place. It was \$6,500, plus a credit card processing fee. Mycroft Holmes, the current owner of Gillette Lodge, was thrilled. She explained that they did their catering in-house and that they had a food and beverage minimum, though the amount for our food and beverages ended up being much higher than their minimum fee. After we left, we continued working with our wedding planner to secure our photographer, flowers, transportation . . . the list goes on. We also signed a contract with Gillette Lodge & Catering. Exhibit 2 is a fair and accurate copy of that Contract.

I don't know if you've ever tried to plan a wedding, but it was all consuming and took over my inbox. Over the course of the next year, I got 27 emails from Mycroft in addition to the numerous meetings. We met with Mycroft three times. We also met with the in-house caterer and had two different tastings. We got stuff with black truffles. Did you know black truffle is insanely expensive? It cost about \$8,000 extra, has to be ordered in advance, and only has a shelf life of two weeks. This was crazy, but you only get married once. Besides, our parents were helping us. If they weren't helping us, I would never have insisted on the truffles.

92 Then COVID happened and everything hit the fan. In early March of 2020, Connecticut started to
93 shut down. By late March, a stay-at-home order was issued. I was freaking out. It was only three
94 months until our wedding! On June 1, some hope: Businesses started to reopen. Our wedding was
95 on! But then there were the Connecticut Department of Public Health revised rules about
96 weddings. Not so good. Weddings are on, but venues couldn't have more than 25% of their listed
97 max capacity on the premises, and they needed to have a Preparedness Plan. Everyone has to stay
98 seated. Yeah, seated. Should be a heck of a party. At least I can dance with Parker, but we're the
99 only ones allowed to dance. Fortunately, Whaler and Bobcat both could still be there and
100 participate in the ceremony. If they had been banned, that would have changed everything!

101
102 But honestly, I had doubts. The State basically said that if you go to a large event, you should
103 assume somebody there has COVID. And through the spring and early summer, more and more
104 outbreaks were tied to weddings that had not engaged in any recommended or required safety
105 practices. This whole wedding was starting to seem like it might be ill-advised, especially since
106 many of our guests were older, including my grandparents who are in their nineties. I certainly
107 wouldn't want to risk them getting COVID at my wedding—I would feel terrible. But, at the same
108 time, my grandparents are not getting any younger, and it is extremely important for me to have
109 them present for my wedding day. Even though they live in France, I visited them almost every
110 summer.

111
112 Obviously, we contacted the venue and told them that we were uncomfortable moving forward.
113 They scoffed, saying that they were ready to go with the orders currently in place, but we could
114 only have 75 guests and the wedding would be outdoors. Really? Outdoors and no view of Gillette
115 Castle? There were quite a few emails back and forth. They eventually relented and offered us the
116 ability to reschedule, but only if we pay \$3,750. That's nuts! There's a pandemic and we can't
117 cancel our wedding? Haven't these people heard of Force Majeure? Well apparently, they have,
118 but the venue said they were going to keep all of the money we'd paid to date because the Contract
119 said it was non-refundable. Oh, and they're charging us for the black truffles! So I did what anyone
120 would do: I threatened to sue.

121
122 Gillette Lodge & Catering, apparently after weighing the pros and cons to the cost of litigation,
123 offered us a partial refund, but not for the venue rental, the catering down payment, the truffles or
124 the amount of "work" they'd put in, which they valued at \$135 per hour. That's not good enough.
125 This is a pandemic. I can't have the wedding of my dreams, and the Gillette Lodge & Catering
126 should refund my money so we can accommodate all of our guests to share this special experience.
127 We were entitled to the wedding of our dreams, and that included one in the ballroom with all of
128 our guests, and with Parker and me being able to see Gillette Castle. Bottom line: we got no
129 wedding and should not have to pay!

130
131 This statement was given under oath. I have had an opportunity to read, review, and update this
132 statement, and I attest that this is a true and accurate statement.

133
134 Dated December 1, 2020

/s/ Jon/Joni Watson

136 STATE OF CONNECTICUT)
137) SS.
138 COUNTY OF MIDDLESEX)
139

140 On this 1st day of December 2020, before me personally appeared Jon/Joni Watson, to me known
141 to be the person described in and who executed the foregoing instrument, and acknowledged that
142 s/he/they executed the same as her/his/their free act and deed.

143 In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and
144 State aforesaid, the day and year first above written.

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Ida Nown
Notary Public – Notary Seal
STATE OF CONNECTICUT
Middlesex County
My Commission Expires: Oct. 8, 2022
Commission # 16513542

/s/ Ida Nown
Notary Public

My Commission Expires:

10/08/2022

STATEMENT OF JORDAN WATSON

My name is Jordan Watson. My spouse and I ran the Palace Clothiers in downtown Middletown for over fifty years. We emigrated from southern France just after World War II. Our business motto was “Clothes Fit for Royalty”. We specialized in dress clothes and formal wear. We built the business from scratch and joined business clubs, social clubs and the golf club to make friends and business connections. We were the “go to” store in town for tailor-made suits, prom and wedding dresses, and clothes for business professionals. We sold the business in 2011 and currently live in a retirement home in Portsmouth, New Hampshire. We stay in contact with many of our old business connections.

Over the years, the Palace Clothiers became part of major family events in Middletown. We attended many weddings, large and small, often having “dressed” the entire wedding party. We looked forward to returning the favor of these many invitations by planning a dream wedding for our only child, Jon/Joni.

Jon/Joni grew up in the store, adding responsibilities as time went on. First it was sweeping and taking out the garbage, going to the post office and decorating the store. By high school Jon/Joni was typing all of our bills and making out our bank deposits. When Jon/Joni learned about computers, our business boomed. Jon/Joni became the face of the Palace Clothiers for the younger generation. Jon/Joni played for the Middletown High School hockey team and earned a full scholarship to Quinnipiac University. Then Jon/Joni was selected for the US Olympic Hockey Team. The celebrity and Team USA endorsements provide a nice income.

Finally, Jon/Joni met Parker Stevenson and the wedding dreams were finally going to come true. This wedding was to be a great show for our family and an appreciation for our best friends and customers from Middletown. A wedding for an Olympian! Jon/Joni and Parker planned and planned, and much money was spent. With only one child, there was only one chance to get this right. And, I admit, a chance to show off just a bit.

My dear spouse and I knew nothing of this wedding planner, venue planner business before this all started. Jon/Joni and Parker wanted to pay for the whole wedding themselves, but we would not hear of it. We would pay our fair share—more if necessary. We were on board with Gillette Lodge, especially because it was beautiful, as well as being the biggest and best in the area. We all agreed and paid extra for a wedding on the Fourth of July. We even got a fireworks permit! Jon/Joni and Parker wanted a vegan option--they got it! We agreed to put up \$50,000 toward the wedding and Parker’s parents matched that. They wanted some \$8,000 for black truffles—they got it—my dear spouse and I were willing to shell out that truffle money ourselves—a symbol of French luxury. This is a once in a lifetime event. We took part in planning from a distance on e-mail and this thing called Zoom.

The only place we cut corners was on the tuxes and bridesmaid’s dresses. Being in the business for so many years, we do each other favors. Typically, we get clothes wholesale or 40% off depending on the company and the salesman. Still, we deal for the best of the best!

When tragedies and cancellations occurred over the decades, Palace Clothiers honored and helped the customers, and we ate the costs of the clothing cancellations. We had decades-long

relationships with our customers and our suppliers, and they worked with us to spread out the loss. We all knew we would work together profitably in the future. At our business a handshake was as good as a whole team of lawyers! Middletown is not a big city and while we are not made of money, we understood the value of maintaining good relationships with members of our community.

Gillette Lodge could learn a thing or two about community relations. Gillette Lodge was unreasonable when this virus thing hit. They wanted to cut the guest list. We talked with Jon/Joni and Parker for hours and finally agreed that cutting the guest list was not an option. We needed to invite 250 guests. We both have large families, plus Jon/Joni needed to invite his/her hockey team members from high school, college, and the Olympics. Who gets cut? Impossible! About 60 of the invitations were at our suggestion, and while they may not be close to us, and in some instances may not even personally know Jon/Joni and Parker, they were important to us!

THEN! THEN they say 75! I say 75 percent? They say no—75 PEOPLE!!. Oh, they say they can do it NEXT YEAR! AND they want a RESCHEDULING FEE! \$3,750. The airfare for our parents to fly over from France cost that much. Sure, there is flight insurance, but that is a big cost too. P.T. Barnum, my oldest friend, had already bought his tickets. My blood pressure gets higher. My spouse's migraines get worse. And our poor parents? In their 90s. Then they say, how about December or January. They know this is Connecticut, right? Travel insurance cannot be renewed every time someone changes their mind! SEVENTY-FIVE! That barely covers enough for the immediate family and all of the hockey teammates.

Then Gillette Lodge suggests different dates! Do they think we own an airline? January, February they say. Do they know about Connecticut winters! So, we threatened to sue. In my long business experience, that always works! Businesses always back down, lawyers cost money. Gillette Lodge did not back down. I admit I was frustrated and angry. That venue planner even offered me a grand cash under the table to get me to accept their suggestions. Such payments are known to work, but we would not hear of it!

Many of the Palace Clothiers customers were lawyers. I called one, Ms. Ginsburg. A good customer. A good person. Ms. Ginsburg came into the store for new clothes for every big jury trial. Ms. Ginsburg tells us we should not have to pay anything. Nothing in fact!! It is a force majeure or force of nature or God or something. We all decided to cancel. Secretly, I was relieved. Not only did I not want to risk my parents getting COVID by traveling to the United States and attending a wedding, but I had just found out that Parker's parents could only contribute \$10,000 rather than the full \$50,000 as they had offered since one of them had been laid off during the COVID shutdown. I knew that meant I would have to make up the shortfall.

The Gillette Lodge wants to keep our money! Then Gillette Lodge offers some of it back but wants some \$135 an hour for their work. We never made \$135 dollars an hour in our whole lives on Earth! So, we sue.

92 This statement was given under oath. I have had an opportunity to read, review, and update this
93 statement, and I attest that this is a true and accurate statement.

94
95 Dated: December 1, 2020

/s/ Jordan Watson

96
97
98
99
100 STATE OF CONNECTICUT)

) SS.

101)
102 COUNTY OF MIDDLESEX)
103

104 On this 1st day of December, 2020, before me personally appeared Jordan Watson, to me known
105 to be the person described in and who executed the foregoing instrument, and acknowledged that
106 s/he/they executed the same as her/his/their free act and deed.

107 In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and
108 State aforesaid, the day and year first above written.

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Ida Nown Notary Public – Notary Seal STATE OF CONNECTICUT Middlesex County My Commission Expires: Oct. 8, 2022 Commission # 16513542

/s/ Ida Nown
Notary Public
My Commission Expires:
10/08/2022

STATEMENT OF MIKE/MOLLY HOOPER

My name is Mike/Molly Hooper, I have been a wedding planner for the past seven years. The first six years I worked for Mary Edison in San Francisco. I recently moved to Connecticut after eloping and have been working on starting up my own business as a wedding planner for the past year. As a wedding planner, it's my responsibility to help the couple to establish a planning timeline and choose everything from attire, to ceremony and reception venues, music, and food. My normal contract with couples, as it was here, is that I get paid 20% of the total contracts agreed to. As with starting any business, it took a little while to get up and running. But thanks to a few referrals from past clients, I was able to break into the market and really help couples plan their perfect weddings. I was really excited to work with Jon/Joni and Parker, being able to work on the wedding of a local celebrity can really make or break a wedding planner's business, and I know I have what it takes to make it.

Timelines and coordinating events are kind of my thing, so I made sure to keep detailed records for Jon/Joni and Parker. I first met with them on March 14, 2019, exactly 1 month after they got engaged. We sat down to discuss their wedding and discussed everything that led up to that point, and their vision of the future. I find that the more I know about the couples and their past, the more I can help them build the ideal wedding. One thing they were set on from the beginning is that they wanted their wedding to take place on July 4, 2020. That was going to mark the five-year anniversary from the date of their initial on-line communication. So, they needed a venue that was available on July 4, 2020. They also wanted fireworks and they insisted that their two dogs—Whaler and Bobcat—be present for the ceremony and reception. It was a really beautiful story, and one of the reasons I love my job.

As we went through our meeting, we looped in both parents through a Zoom meeting. As with many parents, their parents wanted to be involved and help their kids start their lives together on the right foot. First, we set the budget at \$150,000. It's very important to keep budget in perspective when planning weddings. Many people only get married once and don't have a good understanding of the cost of floral arrangements, venues, dresses, venues, meals, etc. when all combined. It turns out that Jon/Joni's parents and Parker's parents had already talked and decided to surprise the couple with both covering some of the wedding. The couple seemed happy and surprised, but it's pretty common for parents to chip in and help with the cost, so it wasn't completely unexpected. Both sets of parents wanted to share the cost of the wedding, so they agreed to give the couple a total of \$100,000. The couple had already budgeted \$50,000, so the parents' contributions got us to the \$150,000 budget.

We also went over some of the rough event details. We were estimating a guest count of 250, 100 of whom are coming in from out of state. That means we also had to keep travel in mind and make sure there was lodging available out-of-towners, so I suggested we anticipate about 250 people total. The couple decided they wanted red and blue for their wedding colors, and wanted to fully embrace the Fourth of July celebration for their wedding. We also discussed aesthetic, priorities, floral allergies, music, and photographer.

Knowing how important the date was, I immediately started reaching out to venues and checking availability. We had over a year to play with to find a venue, but with a July Fourth date, things were going to book fast. Over the next two months, I was able to get back to them with several

48 venues, all available on July 4 of 2020. We were able to narrow it down to three and I scheduled
49 tours for those they liked.

50
51 As we toured the venues, we met with the venue sales managers. In addition to myself, the couple
52 and their parents were present, although the parents were actually on Zoom. Most of the tour was
53 spent looking at the venue and there was not much discussion about the event. The only portion of
54 the event that the couple made a point of discussing was the July Fourth date and the need for the
55 venue to permit the presence of two large dogs.

56
57 Of the venues the couple saw, they immediately fell in love with the Gillette Lodge. It had pretty
58 much everything they were looking for, and then some. Most importantly there was plenty of space
59 for all their guests. They would be able to have their ceremony and reception on site. There was
60 also plenty of room for parents and grandparents, all over the age of 60, to relax and rest for the
61 day. There was also a smaller space for the cocktail hour planned for after the ceremony but before
62 the reception. The room that was being used for the ceremony was named the Sherlock Holmes
63 Ballroom, and it was the same space that was going to be used for the reception, so people needed
64 to leave while that was being converted. It was located on the third floor, but there was an elevator
65 for guests to take to the cocktail hour room. Finally, there was also a nice bride and groom suite
66 on site for the couple to relax and prepare for their big day and then recover after. It was a pretty
67 nice suite, complete with billiards, TV, sofas and lounging.

68
69 I recall seeing Gillette Castle off in the distance from the third-floor ballroom, but I don't recall
70 Jon/Joni and Parker making any comments about it or expressing that was the location of their first
71 date.

72
73 Before we left, the couple had decided, and the parents had placed a down payment on the venue
74 before hanging up the Zoom call. The booking fee was \$6,695.00, including a 3% credit card
75 processing fee, and 100% of the venue rental costs and 50% of the food and beverage expenses;
76 all told, the Watson /Stevenson party put down a total of \$69,478.00, including the venue rental
77 expenses and food and beverage down payments. As with most venues, Gillette Lodge had an
78 exclusive relationship with one caterer, and Jon/Joni and Parker were required to hire them for the
79 event. Shortly after that, I helped them coordinate with the caterer, and they agreed to the price for
80 their food and beverages, and paid half upfront.

81
82 By the beginning of 2020, we had coordinated the remaining vendors and scheduled tastings with
83 the caterer. There was your typical email communication back and forth with the various vendors
84 and the venue. We had also set up three separate, in-person meetings with the venue planner. Two
85 of those meetings included the tastings to finalize the menu. One of the most significant items on
86 the menu was the inclusion of black truffles. Many people think black truffles are absolutely
87 delicious. I'm not one of those people, but I try to make my clients happy. The problem with black
88 truffles is that they are rare and have a shelf life of only two weeks at best. The cost was \$8,000
89 just for the black truffles, but I guess they had meaning to the Watson family.

90
91 In March of 2020, Connecticut began to shut down due to COVID. Luckily, it sounded like parents
92 and family who were going to attend the wedding were not sick, but it was still a concern. We just
93 didn't know how big this was going to be or how fast it was going to spread. In late March, a State

94 of Emergency was announced, and a stay-at-home order was put in place. From communication
95 with the couple, they were starting to get concerned about the wedding date, but we all tried to
96 hold out hope. I had a lot of other clients who were also dealing with wedding problems at that
97 time. None had booked Gillette Lodge. Some of the other venues were very understanding and
98 either rescheduled at no cost, or refunded the money entirely.
99

100 As June came up, businesses were starting to re-open. Things were starting to look better for the
101 wedding. Then in early June, we learned about restrictions on ceremony and social gathering
102 capacities. Specifically, we learned that Gillette Lodge had a new capacity of 125 people under the
103 Department of Public Health's revised guidelines adopted for the reopening of venues. However,
104 the Gillette Lodge imposed a cap of 75 people and stated to me that the fire marshal confirmed
105 that number. The law held that the guests must be seated at all times, no mingling, but the venue
106 went even further stating that only the couple could dance, but there could be music, and all the
107 other aspects of a wedding.
108

109 July Fourth came and went. Mycroft Holmes, the owner of Gillette Lodge, reached out to change
110 the wedding date to October with different plans for safety. There was discussion between the
111 couple and Gillette for the next few months, but there was never an agreement.
112

113 We had some further emails with the venue at that point. The couple were adamant that they
114 wanted to have something like 25% capacity, which would be about 125 people, or they wouldn't
115 move forward. I was involved in that communication, and I tried to convince the venue that it
116 would be perfectly fine to move forward with 25% capacity, especially if the wedding were held
117 outdoors. The venue refused to negotiate with us or even consider our needs. They just told us that
118 they could reschedule for either October 2020 or well into 2021 and pay a rescheduling fee, accept
119 the current restrictions, or cancel the event and they would keep what had already been paid. The
120 couple told me that if the venue wasn't willing to be reasonable, they were just going to cancel the
121 wedding and elope.
122

123 Now, I've planned dozens and dozens of weddings and have seen dozens and dozens of contracts
124 between couples and venues/caterers. They're all about the same form, created I'm sure by lawyers
125 who charge by the word. I've seen these force majeure clauses before as well, in almost every
126 contract. Quite frankly, no one pays attention to them and I've never, ever seen a venue raise it as
127 a reason not to do their jobs or to be reasonable. Most of the time when there are major issues in
128 pulling off a wedding, the couple, the wedding planner and the venue planner work together to
129 come to some sort of arrangement. I've only seen lawyers brought in once or twice and you can
130 imagine what a mess that becomes.
131

132 I'm not a lawyer but I'm pretty sure Gillette Lodge is stretching it to say they can't perform the
133 way they agreed to in the Contract because of a "force majeure." They simply are refusing to
134 perform its obligations and duties under the Contract, and have not made any reasonable attempts
135 to perform. The fact that Gillette Lodge is demanding additional fees to perform its duties under
136 the Contract is outrageous!
137

138 Eventually, the couple cancelled the Contract and sued. Once they decided to sue, I stopped being
139 involved in the planning and left everything to their attorney.

140
141 This statement was given under oath. I have had an opportunity to read, review, and update this
142 statement, and I attest that this is a true and accurate statement.
143
144

145
146 Dated: December 3, 2020 /s/ Mike/Molly Hooper
147

148 STATE OF CONNECTICUT)
149) SS.
150 COUNTY OF MIDDLESEX)
151

152 On this 3rd day of December, 2020, before me personally appeared Mike/Molly Hooper, to me
153 known to be the person described in and who executed the foregoing instrument, and
154 acknowledged that s/he/they executed the same as her/his/their free act and deed.

155 In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and
156 State aforesaid, the day and year first above written.

157
158 Ida Nown
159 Notary Public – Notary Seal
160 STATE OF CONNECTICUT
161 Middlesex County
My Commission Expires: Oct. 8, 2022
Commission # 16513542

/s/ Ida Nown
Notary Public
My Commission Expires:
10/08/2022

STATEMENT OF CONAN DOYLE

My name is Conan Doyle and I am the catering manager for Gillette Lodge and Catering. I've lived in Connecticut my entire life, so I am pretty familiar with the food, drink, and banquet scenes here. My time here also means I personally know people and business owners hit hardest by the pandemic. Like Mycroft Holmes and me, some have had to make tough choices to stay in business.

I've always been a foodie. Even as a kid I liked unusual food like oysters and brussels sprouts. My parents were total foodies, so I guess the apple doesn't fall far from the tree. My first job was a line cook at a restaurant that no longer exists. I enjoyed the cooking aspect, but the job was tough! The hours and stress were insane. And I will spare you the details for how some of the food was made. I decided to attend Middlesex Community College and earn a business degree so I could cater—literally—to the finer tastes of those in our community. If you have to eat food at an event, why not make it a unique part of the experience?

I met Mycroft Holmes right after I graduated. At the time I was middle management for a local competitor catering business. Well, I suppose you could say I was lower management. Either way, I liked Mycroft from the start. Mycroft was looking for a banquet manager and I saw an opportunity to pitch my vision. As I saw it, wedding food should be the centerpiece of the experience. My idea was for each couple to offer their guests a particular food or drink that meant something to them. Mycroft saw the value in my idea and hired me as the banquet manager.

Gillette Lodge owns the on-site banquet services, which means I technically work for Mycroft and Gillette Lodge, and they pay my salary. We also came to an agreement where I can cater for private events outside the venue so long as they do not interfere with the wedding schedule. Gillette Lodge profits off those private events, but I earn a little more for them, too. I owe Mycroft for this job. It allows me to live out my dream. I don't really know where I would be without this job.

There are a lot of moving parts in running a banquet service. On the front end, we work with the venue, the wedding clients, and often their wedding planner to draw up a Banquet Event Order, or BEO. The BEO includes the table linens and napkins, chair coverings, food and drink options, et cetera. We have different baseline packages for food service. The client decides which package they want, and then we discuss the fun part: their unique food or drink items. Once the BEO is completed, the final expected cost based on food, beverage, labor, and overhead is calculated for the agreement. Finally, I factor out a down payment. The down payment is usually 50%, plus 100% for special order items (such as black truffles). That is an industry standard as far as I know.

After the BEO is signed, I meet with the clients for final food tasting and begin work on ordering. Most of the standard wedding trappings are ordered within 48 hours of the event. I generally order food and drink about a week before. It can take weeks or even months, however, to procure rarer items. I once ordered rare rice wine directly from Japan, for example, and once I worked with locals in Italy to ship an olive oil pressed in the town where one of the clients grew up. It takes time and effort, and it is certainly not cheap, but it adds a new dimension to the wedding. I will admit, it is an upsell sales pitch and comes at a luxury fee. Some couples have declined out of cost concerns, but I pride myself on finding that one thing, maybe two, that is unique to a couple, and showing them how their wedding is better for it.

I remember liking Jon/Joni and Parker when I met them. They both seemed reasonable and measured, and I could tell they liked good food. We spoke about their background and history together. I recall them telling me how important the Fourth of July was to them, as well as their two Golden Retrievers, but they never mentioned that seeing Gillette Castle from the ballroom was important to them. Jon/Joni talked about how much the wedding meant to his/her parents. I learned that his/her family moved to America from southern France, and it hit me! I asked if they were familiar with black truffles. Jon/Joni's face lit up. Their family used to hunt truffles with their own pigs in France. I envisioned a fresh black truffle tapenade at each table, and fresh shaved truffles on the appetizers. Decadent! They both agreed. I have to admit, French black truffles are not cheap—they sell for upwards of \$1,500 per pound—so convincing Jon/Joni and Parker to offer fresh truffles at their wedding was a good sale for the business.

I should briefly explain the concept of potentially hazardous foods, or PHF, in the retail food industry. PHF products are foods that can support the rapid growth of bacteria that can make people sick when stored too long outside of refrigerated temperatures. Think of raw foods like chicken or salmon. The food won't hurt you when properly stored, but they are still considered PHF. I am no lawyer, but I believe fresh truffles would qualify as PHF. This is an important distinction in the retail food business because once you receive delivery for a PHF product, the food cannot be returned.

Anyways, the BEO for their wedding came to a total expected price of \$36,724.00. They were expecting 250 people and chose our high-end Gold Wedding Package. I did not mind, though, because the business could use the money. We agreed for a down payment of about 50%, or \$18,362.00. The down payment was a little more than the industry standard. I pitched it and they agreed, and I anticipated spending more on labor and delivery costs for the truffles. Fresh truffles only have a shelf-life of one to three weeks, after which they should be frozen. And I did not want to be left "holding the bag" with six pounds of truffles. Besides, they agreed to it. A contract is a contract, right?

About ninety days before their big day, I contacted a boutique distributor on the East Coast that specialized in wild mushrooms. Through them I was able to order six pounds of fresh black truffles from a farm located in Southern France, to be delivered three weeks before the wedding. The total order came to about \$9,000. Because the distributor and farm were small businesses, I had to pay for the items up front. The truffles arrived on June 12, 2020. They smelled wonderful! I stored them in their own temperature-controlled unit to ensure they were fresh for the wedding. All in all, I paid \$8,000 for the products themselves, and incurred another \$1,000 in labor costs involved with ordering and storing the products.

COVID-19 has disrupted everything. Clients started cancelling their weddings and banquets. Mycroft has been under a lot of stress. I was as well. I was able to cut our losses by cancelling deliveries on a rolling basis as the weddings were cancelled, but the rare items were a different story. We were sitting on a cache of unique wedding foods without any weddings. I had casks of Italian wine for the Paulson wedding and caviar for the Johnson wedding. Some of the products were shelf stable and non-PHF, so I was able to return them to the distributors or sell them back to the wedding couple. But the truffles for Jon/Joni and Parker? The distributor would not accept them back because they were PHF. I had ordered them back in April 2020, after the real craziness began, but they had not cancelled their wedding and I had not heard from their wedding planner.

Places also began opening up in June so I thought the wedding would still go forward. How could I know?

I know you might say our 75-guest limitation was unrealistic. I agree that it really changes a wedding. As they say, a party without a cake is just a meeting. But to that, I say think of our employees. They tried to work through everything, but some have gone home to care for their children, and some are uncomfortable with serving people face-to-face. I remember Mycroft approaching me about making an exception for the Watson/Stevenson wedding, but I just couldn't find the help. And frankly, I didn't push very hard.

One interesting consequence of the pandemic is a new cottage industry of wedding couples scooping up cheap wedding dates. Couples are now scheduling small weddings with only a few weeks in advance. I have catered about ten private weddings in outdoor spaces, which to be honest has helped my salary during these times, and also helped the venue because I could use some of the food and beverage we had stored for other weddings. In fact, I had a couple contact me on June 25, 2020, actually offering to buy the black truffles from us for half-price. Isn't that funny? What a coincidence that another couple would also want black truffles at their wedding. I declined. It is a shame because I had to freeze the truffles and later throw them away. Well, I guess I took a pound home for myself. They were heavenly! I felt bad about throwing away \$8,000 in food, but what else could I do.

I do not think it would be fair to return any of the down payment. They agreed to put that money down so I could ensure their wedding had food, service, and that one special item. I upheld my part of the bargain. I could not anticipate the COVID-19 pandemic, and they did not cancel their wedding until after I ordered the food. I feel bad for them, but a deal's a deal.

This statement was given under oath. I have had an opportunity to read, review, and update this statement, and I attest that this is a true and accurate statement.

Dated: December 12, 2020 /s/ Conan Doyle

STATE OF CONNECTICUT)
) SS.
COUNTY OF MIDDLESEX)

On this 12th day of December, 2020, before me personally appeared Conan Doyle, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that s/he/they executed the same as her/his/their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ida Nown
Notary Public – Notary Seal
STATE OF CONNECTICUT
Middlesex County
My Commission Expires: Oct. 8, 2022
Commission # 16513542

/s/ Ida Nown
Notary Public
My Commission Expires:
10/08/2022

STATEMENT OF MYCROFT HOLMES

My name is Mycroft Holmes, and I'm 30 years old. I'm the owner of Gillette Lodge and Catering, and I also act as the Sales Manager there. I often refer to the business as just "Gillette Lodge" for short. After graduating from Middletown High School in 2008, I went to college at Fairfield University. Five years later, I graduated with a Bachelor of Arts degree in Marketing.

Back in the 1950s, my grandparents decided to buy a building in Middletown that they wanted to use as an event center. They called it Gillette Lodge since it overlooked Gillette Castle, which is a stone castle that looks like a medieval fortress. The Lodge is a beautiful building in its own right. My grandparents lovingly restored the property and created a destination event space that included a grand ballroom, aptly named The Sherlock Holmes Ballroom as a nod to William Gillette, the designer and builder of the castle who also portrayed Sherlock Holmes on stage and in a silent movie. After my grandparents decided to retire, they passed Gillette Lodge on to my parents. My parents ran the place for about twenty years before they passed the ownership on to me in 2019.

When I left Middletown to go to college, I knew that someday my parents would be passing Gillette Lodge on to me, if I wanted it. I was an only child, so if they were going to keep the business in the family, I was the only option. But I had to decide if I wanted to devote my life to this type of business. I decided that the best way to figure that out would be to work at another event center first to see if I liked that type of business.

After I graduated from college, I got a job at an event center in Stonington, Connecticut. Since it's a small town, we were really the only event center in town. We did everything, from business conferences to weddings to parties. It was a great experience.

Unfortunately, I got a bit burned out at that job. I was the only full-time sales representative, though the event center went through a series of part-time sales representatives while I was there. There was also the sales manager, but he was more interested in golfing than working. I was ready to leave that job anyway when I was told that I was going to be fired for trying to take credit for more sales than I actually made. I deny doing anything to that effect, but instead of fighting the termination, I agreed to resign in lieu of being fired.

Though I don't believe I did anything wrong, I needed to resign to keep my name in good standing so I could get a new job. Luckily, my parents had made clear that there was a job waiting for me at Gillette Lodge if I ever needed it. They knew that I hadn't really done anything wrong at my old job, so they were happy to hire me.

I was formally hired at Gillette Lodge to work in the sales department in 2016, about a month after leaving my job in Stonington. I quickly learned that wedding venues have to do a lot more than just provide a physical space for a wedding or reception. There are tons of moving parts—tables have to be set up the way the client wants them. Food has to be catered. Drinks have to be served. Disabilities have to be accommodated. Security has to be provided. I never imagined that planning a wedding could be so complicated.

I started off doing sales at the venue. I'd talk to potential clients and try to sell our venue to them. Of course, I wanted to make sure that our venue was the right one for them. But I don't get paid if there aren't clients, so I made sure to convince potential clients that our venue was the best for their event.

In 2018, our Sales Manager left for a better paying job at a competitor. Apparently, I'd impressed my parents with my strong sales numbers. I was promoted to Sales Manager in July 2018. As Sales Manager, I still did some of the same work I did before—convincing clients that Gillette Lodge is the best venue for the client's needs. But I also had the added responsibility of supervising the sales associates and dealing with the most demanding clients. It's a lot of work, but I love the job.

In September 2018, my parents made the decision that they'd finally had enough. They decided to see the business through one more holiday season and then retire and enjoy life. They made arrangements to turn over ownership of the business to me at the start of the new year. And then it happened: On January 1, 2019, I was the new owner of Gillette Lodge. It was an amazing feeling to own my own business. I was very proud, but I also felt a lot of pressure. The business had been in the family for decades, and now it was my responsibility to make sure it kept thriving.

Budgets are tight at event centers, so I decided that I would keep my position as Sales Manager in addition to taking on ownership duties. As the owner of the business, I had to deal with things like hiring and firing employees, making decisions about purchases and facilities upgrades, and making sure there was always enough money in the bank to make payroll. Doing double-duty as the owner and Sales Manager made life hectic. But for the most part I handled it just fine, even if I didn't get to spend much time on things other than work.

In early March 2019, I first spoke with Jon/Joni Watson. When Jon/Joni Watson called me about having his/her wedding at Gillette Lodge, we set up a tour for June 19, 2019. Both Jon/Joni and Parker's parents were able to be virtually present for the tour and our discussions over video conference software. During our meeting and tour, Jon/Joni's parents really seemed to have a lot to say about how things should be done.

I remember Jon/Joni telling me the importance of having their wedding on July 4. Jon/Joni said July 4 was the day Jon/Joni and Parker first met on-line through a dating app. It all sounded very romantic. Luckily, Gillette Lodge was available on July 4, 2020. The Fourth of July is generally a high-demand day for venues. I recall both Jon/Joni and Parker were thrilled that we permitted up to two dogs—with no size or weight restrictions—to be present on the premises for the ceremony, reception and even overnight in their room if they wished.

Jon/Joni and Parker seemed to love Gillette Lodge. I recall they "ooed" and "ahhed" when I showed them the ballroom. They loved the grandeur of the room and the view of the Connecticut River from the third-floor windows. I don't remember any mention of Gillette Castle during our tour. And after the tour, Jon/Joni signed a contract to book Gillette Lodge for July 4, 2020. Exhibit 2 is a fair and accurate copy of that Contract. Jon/Joni was charged our standard booking fee of

88 \$6,695.00, including our standard 3% credit card processing fee, plus the venue rentals and
89 catering down payments.

90
91 Everything seemed fine for the next year or so. I didn't have much involvement once the Contract
92 was signed. We received the payment in March 2019. Then the Coronavirus happened. I'd been
93 following the spread of the virus in the news a bit, but it wasn't at the top of my mind until it
94 started to spread throughout the United States. I started paying attention to how the virus spreads—
95 mostly indoors. Things moved quickly, and it became obvious that places like Gillette Lodge were
96 going to need to change how we did things.

97
98 But, before we could really make any changes, we were closed. Under Governor Lamont's
99 Executive Orders and the Rules of the Department of Public Health, venues like Gillette Lodge
100 weren't allowed to be open at all until June. When we reopened, we were under major restrictions.
101 We were only allowed to open at 25% of our previous 500 capacity.

102
103 Unfortunately, after a long series of Zoom meetings that seemed to drag on forever, the
104 management team, of which I am obviously a part, decided that Gillette Lodge couldn't even safely
105 handle 125 people at a time. Because of the ancient 1970s-era ventilation system in the building,
106 we had concerns about whether operating at even 25% capacity was safe. The management team
107 had a conversation over Zoom with a group of scientists from the University of Connecticut, as
108 well as the Middlesex County building inspector. The scientists told us that our concerns were
109 warranted. They said the old ventilation system did indeed pose a threat. They recommended a
110 maximum of 75 guests in the venue for any given event. We followed the advice of the scientists
111 and imposed the 75-guest maximum. We also decided all events would be held outdoors for the
112 immediate future. Our decision to limit the maximum capacity to 75 people and to hold events
113 outdoors was within our discretion per the Department of Public Health Rules! Exhibit 3 is a fair
114 and accurate copy of the Preparedness Plan, which I wrote and submitted to the Connecticut
115 Department of Public Health. The Department of Health approved the Plan about a week after I
116 submitted it.

117
118 We would have loved to still allow up to 125 guests in our beautiful facility for the
119 Watson/Stevenson wedding. But the safety of our guests and staff has to be our top priority, even
120 at the expense of badly needed revenue. I can't overstate the importance of keeping my staff safe.
121 The staff at Gillette Lodge are like family to me. I'm not married and don't have any kids—Gillette
122 Lodge is my life, and the staff is my family. Working at an event center during the pandemic is
123 enough of a risk, even with the safety precautions we've put in place. If we tried to put too many
124 people into our facility, given the issues with ventilation, I'd be putting the people I consider family
125 at great risk. It could have become a "super-spreader" event like what happened at the wedding at
126 a New York Country Club. If that happened, it could have ruined Gillette Lodge's reputation for
127 years to come. I wasn't willing to do it, and I stand by that decision, even as my family business
128 hangs in the balance. I asked Greg/Grace Lestrade to obtain an estimate for a new HVAC system
129 which could purify the air but the cost would have put us under. In retrospect, perhaps I should
130 have had Greg/Grace get another quote for a less expensive system. After all, we are not a hospital.

I simply was unable to spend the Covid-relief money I received from the federal government on the HVAC system. It was more important for me to pay my employees' salaries – and my salary, too—to keep Gillette Lodge open.

On June 1, 2020, we started the physical re-opening of Gillette Lodge. That day, I sent an email to everyone with an event booked at Gillette Lodge through the end of 2020. In the email, I explained the restrictions the governor had placed on us due to the pandemic. I also attached to the email a copy of the Rules issued by the Connecticut Department of Health that pertain to event centers like Gillette Lodge. I explained in the email that Gillette Lodge was required by law to follow the requirements of the Department of Public Health rules. I further explained that Gillette Lodge had imposed an even stricter limit of 75 guests, and we would be holding events exclusively outdoors in order to ensure the safety of our guests and employees.

On June 2, 2020, I got an email from Jon/Joni, asking me about Gillette Lodge's plans for his/her wedding. It was as if Jon/Joni hadn't even read my email from the previous day. I responded with similar information to what I had told everyone the previous day, and I again attached the Department of Public Health rules and our preparedness plan.

I continued to email with Jon/Joni over the next few weeks. Mike/Molly Hooper, Jon/Joni's wedding planner, was also on some of the emails. To my surprise, Jon/Joni told me that the restrictions that I mentioned in my June 2 email were simply unacceptable. Jon/Joni said they had a lot of guests and could not cut the guest list to 75 people. Jon/Joni also objected to the wedding being held outdoors and not being held in the Sherlock Holmes Ballroom. For the first time, he/she claimed the only reason he/she booked the venue was because they could see Gillette Castle from the third-floor window, and that they would not be able to see the castle from the location of the outside event space. That's the first I heard of the importance of Gillette Castle! All I recall is they wanted their dogs present, which we would still allow at an outdoor wedding.

Jon/Joni said they would be willing to go forward with their wedding and reception if they could still have around 250 people there, which is a little over 50% of the venue's capacity during non-pandemic times. I explained that is just wasn't possible to do that. I told Jon/Joni that Gillette Lodge wasn't willing to endanger people by increasing the chance of spreading the virus, even if we would technically be in compliance with the law.

I suggested to Jon/Joni that we could reschedule the wedding and reception to October 2020. Though that would mean Jon/Joni and Parker wouldn't get the Fourth of July wedding they had wanted. It would mean that we could try to get the Lodge into a condition where perhaps we could accommodate a bit more than 75 people. I wasn't in a position to give Jon/Joni a specific number of guests that could be accommodated, but we'd be looking to increase it as much as we could safely.

I told Jon/Joni that, if they wanted to reschedule to October, Jon/Joni would need to sign a new contract and pay a rescheduling fee of \$3,750. In the weeks before we reopened, we knew that

clients would want to reschedule their events, so we were prepared for this scenario. The rescheduling fee was necessary because the Fourth of July is a high-demand date. We can charge a client a lot of money for that date—a lot more than \$3,750. But the \$3,750 was in the Contract Jon/Joni had signed, and we needed to hold them to it. If we let all our clients reschedule without paying the rescheduling fee, we'd lose a ton of revenue.

Jon/Joni apparently didn't like the option. Jon/Joni argued that they shouldn't have to pay any more to reschedule. Jon/Joni said that the pandemic was beyond his/her/their control, and it wasn't fair.

I continued to communicate with Jon/Joni via email, and we came to an impasse. Jon/Joni and Parker demanded their money back. Gillette Lodge could not do that financially and was not obligated to do so under the Contract that was signed. To the contrary, Jon/Joni owed us money under the clear terms of the Contract.

I keep all my emails to and from clients in case there's a dispute down the road. Every time I send an email to a client or get an email from a client, I move the email to a folder in my inbox. I have a separate folder for each client. When I found out that Jon/Joni was threatening to sue us, I provided copies of all the emails between Jon/Joni and me to our lawyer. I've had a chance to review Exhibits 5a through 5n, and they are fair and accurate copies of emails between Jon/Joni, Mike/Molly Hooper, and me.

Eventually, I talked through this issue with Greg/Grace Lestrade, our venue manager. Greg/Grace handles all our contracts and I leave it to Greg/Grace to work out the terms. I guess I was aware of the force majeure clause, but I think something like it is in all contracts. I thought about Jon/Joni's threat to sue and the cost of going through court. I decided I would offer Jon/Joni a refund of the amount he/she had paid so far, minus what Gillette Lodge had already spent. Jon/Joni had paid \$6,695.00 for the booking fee; we had put in a total of 16 hours of work on Jon/Joni's wedding preparation—two hours of walkthroughs at Gillette Lodge, six hours emailing with Jon/Joni, one hour for the food tasting, two hours for menu development, two hours emailing with other vendors, and three hours designing a floor plan for the event. The industry standard for this type of work is \$135 an hour. That means Gillette Lodge put in \$2,160 worth of labor. Gillette Lodge was therefore willing to offer Jon/Joni a refund of \$4,535, which is the difference between Jon/Joni's down payment and the labor Gillette Lodge had put into wedding preparations.

I called Jon/Joni and offered to refund \$4,535, but Jon/Joni was having none of it. Jon/Joni rejected our settlement offer and threatened to sue. And here we are. We offered several alternatives but Jon/Joni, the Watson and Stevenson families wouldn't budge. They were one of the most unreasonable groups I've ever seen.

Though weddings are risky right now, our precautions have paid off. We've had a bunch of weddings and receptions at Gillette Lodge since we reopened in June 2020. We've had no reported COVID-19 spread at our events. And we've been able to give our clients a special event, even if it were smaller than some of them had initially envisioned. This doesn't mean, however, that we

218 didn't lose money because of the Watson/Stevenson wedding: Because of when they cancelled,
219 we lost out on about 5 other events that we couldn't book. That was at least \$50,000 that we won't
220 see.

221
222 It's also important to understand the slim profit margins on which venues like Gillette Lodge
223 operate. Weddings and receptions—which are about two-thirds of our events—are expensive. We
224 have to pay staff to make all the logistical arrangements and to be at the wedding. We have to buy
225 food and pay people to prepare it. We also have to pay property taxes, utility bills, an equity line
226 of credit, plus the building still needs maintenance and security. We pay other vendors as well.
227 When it's all said and done, about 5% of the payment we get from a wedding is profit. The other
228 95% goes to cover expenses. So, if our revenues from clients start going away, we have very little
229 room to maneuver financially.

230
231 Gillette Lodge has also so far avoided laying off employees. Gillette Lodge got a loan through the
232 Paycheck Protection Program (PPP) that the federal government created. The PPP gave loans to
233 small businesses like Gillette Lodge. The loans will be fully forgiven if the funds were used for
234 payroll, interest on mortgage, and utilities. The PPP loan really helped. But we've used all the
235 money from the PPP loan, and it's unclear if there will be other programs to help small businesses.

236
237 I'm really concerned we're going to have to start laying off employees soon. I sure hope not. But
238 this lawsuit makes it more likely that we will have to let employees go. And Gillette Lodge might
239 not even survive. Losing my family's business on my watch would be devastating. And I'd hate
240 for the amazing people who work at the Lodge to lose their jobs too.

241
242 This statement was given under oath. I have had an opportunity to read, review, and update this
243 statement, and I attest that this is a true and accurate statement.

244
245 Dated: December 10, 2020 /s/ Mycroft Holmes

246
247 STATE OF CONNECTICUT)
248) SS.
249 COUNTY OF MIDDLESEX)

250
251 On this 10th day of December, 2020, before me personally appeared Mycroft Holmes, to me
252 known to be the person described in and who executed the foregoing instrument, and
253 acknowledged that s/he/they executed the same as her/his/their free act and deed.

254 In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and
255 State aforesaid, the day and year first above written.

256
257
258
259
260

Ida Nown Notary Public – Notary Seal STATE OF CONNECTICUT Middlesex County My Commission Expires: Oct. 8, 2022 Commission # 16513542

/s/ Ida Nown
Notary Public
My Commission Expires:
10/08/2022

STATEMENT OF GREG/GRACE LESTRADE

My name is Greg/Grace Lestrade, and I am 45 years old. I'm the lead venue planner at Gillette Lodge and Catering. I've been working at Gillette Lodge as a venue planner since 2010, and I was promoted to lead venue planner in 2017.

Before starting at Gillette Lodge in 2010, I was a paralegal at a small law firm in New Haven for eight years. My firm was often hired by small business owners for just about any reason you can think of, from incorporating a business to employment disputes to contract reviews. Some of my favorite clients our firm represented were owners of venues for weddings and other events. It was fascinating to see how many things have to come together to make a successful event—and how even one mistake can badly mess things up down the line.

Because I found planning events so fascinating, when I saw a venue planner position open up at Gillette Lodge, I quickly applied. Gillette Lodge is widely considered one of the best venues in Connecticut for weddings and other big events, and getting hired there would be a big deal. Luckily, I had a lot of client contact when I was with my law firm, and I got to know plenty of folks at Gillette Lodge. I got the job and haven't looked back.

I got to know Jon/Joni Watson and Parker Stevenson starting in June 2019. Jon/Joni & Parker had booked Gillette Lodge & Catering for the wedding reception, which was to take place on July 4, 2020. I was excited to work with them at first. I loved their story, which revolved around my favorite holiday, the Fourth of July. I understood why it was so important to them to get married on the Fourth of July, and I was excited to help them make their wedding and reception a fantastic event.

Like many event centers, Gillette Lodge doesn't contract with an outside catering company. Instead, the Lodge makes its food in-house, and our employees serve food and beverages. We found it more cost-effective to have our own employees procuring, preparing, and serving food and beverages than contracting with someone else. Gillette Lodge has a \$15,000 food and beverage minimum for a wedding; we generally only host larger weddings and events. I met with Jon/Joni and Parker and explained that we had a \$15,000 food and beverage minimum. It turned out that Jon/Joni and Parker's food and beverage total was well over our minimum, so it really wasn't an issue. Jon/Joni paid half of the total of \$36,724, or \$18,362, when the catering contract was signed. Unfortunately, Jon/Joni never paid the other half of the minimum, which was due 30 days before the wedding date of July 4, 2020.

Jon/Joni and Parker kept me apprised of their progress as they hired more vendors, including a photographer and a florist. Professionally, I knew all of the vendors they hired, and all were very competent and were acceptable to Gillette Lodge.

Food and beverages are, of course, one of the most important parts of most events. Tastings are one of my favorite things about being a venue planner. I met with Jon/Joni and Parker twice to do tastings so they could finalize the menu. Mike/Molly Hooper, Jon/Joni and Parker's wedding planner, was also at the tastings. Jon/Joni and Parker's parents all watched the tastings and chimed in via Zoom. Apparently, Jon/Joni's parents were paying for quite a bit of the wedding, and they certainly had their opinions, even though they weren't there to taste the food.

49 The menu Jon/Joni and Parker decided on was the top of the line of what Gillette Lodge offers.
50 Jon/Joni and Parker decided on beef, fish and vegetarian options for the meal. For a special treat,
51 Jon/Joni and Parker wanted to serve black truffles. Black truffles are delicious, but they require
52 very particular arrangements that most other foods don't. Black truffles have to be specially
53 ordered, and their shelf life is only two weeks, and that's if they are stored correctly. Jon/Joni and
54 Parker agreed to pay an additional \$8,000 or so for the black truffles.
55

56 Everything seemed to be falling into place nicely for Jon/Joni and Parker's wedding. Mike/Molly
57 Hooper and Jon/Joni's parents were a bit high maintenance, but I've dealt with worse. But
58 everything changed in March 2020 when the COVID-19 pandemic really started to hit the United
59 States.
60

61 We had to close Gillette Lodge in March 2020 because of the Governor's Executive Orders. March
62 was a really scary time. People knew the Coronavirus could be really bad, but it seemed like the
63 authorities didn't know a whole lot about how it spread. Places like Gillette Lodge just couldn't
64 operate safely at that point.
65

66 In June, we were allowed to re-open under major restrictions. Gillette Lodge is large and can hold
67 500 people, per the fire marshal. But, under the Governor's Executive Orders, the Rules of the
68 Connecticut Department of Public Health, and the Preparedness Plan we had to have approved by
69 the Department of Public Health, we could have no more than 75 people at an event at a time.
70

71 Even having 75 guests at Gillette Lodge wouldn't be easy. Our normal pre-pandemic setup allowed
72 us to have up to 70 tables set up for guests, depending on how many people we expected at an
73 event. The tables need to be a few feet apart to allow for the safe movement of guests and wait
74 staff, but we had a lot of flexibility in how we set things up.
75

76 We lost a lot of flexibility with the restrictions we have to abide by due to the pandemic. Instead
77 of having ten people at a table, we are limited to four, or six if they are from the same household.
78 This obviously results in guests being far more spread out. I know that's the point, and it's
79 supposed to help stop the virus from spreading. But it really affects the atmosphere at the event.
80 It's just weird to have people sitting so far apart from each other.
81

82 Gillette Lodge also has another problem. Though Gillette Lodge provides a state-of-the-art
83 experience, the building itself is over a hundred years old. It's been through some refurbishments
84 over the decades, but the ventilation system has never had any serious upgrade. Because of the
85 poor ventilation in the building, we made the difficult decision to limit events to a maximum of 75
86 people—and only outdoors—until we had a better handle on the pandemic. In Spring, 2020 during
87 the shutdown period, Mycroft asked me to look into updating the HVAC ventilation system in
88 anticipation of being able to reopen the venue for events. Even though this task was not part of my
89 job description, I was more than willing to help out. During the pandemic, we all had to do things
90 that were a bit unusual. So, I obtained a quote from a good friend of mine, Ned Anthony who
91 owns, Nutmeg State Mechanical Services LLC. I only obtained one estimate because I knew my
92 friend would give me a fair number. I met with Ned, and he toured Gillette Lodge. I was surprised
93 that it only took him about thirty minutes. Anyways, he sent me the estimate, and it was
94 astronomical! I thought it was pricey, but understandable given we were in a pandemic and there
95 were supply-chain issues and material shortages. But also, I understood the expense given the
96 historic nature of Gillette Lodge and the need to hide the HVAC retrofits to preserve the beauty of

the Lodge. I sent the estimate to Mycroft and h/she said no way! I suggested that the Covid-relief funds obtained from the federal government be used so that we could safely operate at the 25% capacity per the DPH revised rules, but Mycroft determined the federal funds needed to be used for salaries. I also suggested to Mycroft that we get another quote for a lesser system, but Mycroft never got back to me.

Dancing, which is a central part of most wedding receptions, has also changed dramatically. People who aren't from the same household are supposed to stay six feet away from each other. It's not easy for folks to dance like that, at least as I'm used to seeing it. Because of available space and the ventilation issues I mentioned above, we decided to limit dancing at wedding receptions to only the couple getting married. We just couldn't find a safe way to have everyone else dancing while maintaining distancing.

After we re-opened in June, I started hearing from Jon/Joni and Parker a lot, mostly by phone. Dealing with the pandemic and its effect on weddings and receptions has been tough on everyone. Most couples are frustrated but understand that we have to follow the restrictions from the Department of Public Health and that we need to impose even further limits due to the limitations of our building. Most couples also understand that those restrictions are there for a good reason. Jon/Joni and Parker seemed to think otherwise.

I keep all my emails to and from clients in case there's a dispute down the road. Every time I send an email to a client or get an email from a client, I move the email to a folder in my inbox. I have a separate folder for each client. When I found out that Jon/Joni & Parker were threatening to sue us, I provided copies of all the emails between them and me to our lawyer. I've had a chance to review Exhibits 5a through 5h, and they are fair and accurate copies of emails between them and me.

I tried to make clear in the emails that complying with the Department of Public Health Rules were required by law. I did speak with Jon/Joni on the phone a few times during June 2020 as well. Even though I didn't take notes during the calls, I'm quite certain I never said anything about even possibly looking the other way while their wedding and rehearsal was held at 50% capacity, rather than the 25% maximum required by law. I mean, I always try to accommodate clients as much as I can. And sometimes I've made accommodations that technically weren't in compliance with Gillette Lodge's policies. But I wouldn't do what Jon/Joni claims I did.

Remember I said I used to be a paralegal? Because of my background, I was put in charge of getting all the contracts written and in place. Do you think that's strange, since I'm not a lawyer? Let me tell you—90% of the contracts out there are not written by lawyers. Who can afford to go to them for every little thing? Not small businesses, that's for sure! Our standard contract was reviewed by an attorney a long time ago, and there have been some changes since. I do remember asking about whether a force majeure clause was necessary and so we added it though it was mostly legal jargon, or so I thought at the time. The one thing that the lawyer strongly recommended is that we add "reasonable" to the clause. That turned out to be a good thing, because as far as I'm concerned, we have been more than reasonable with the Watson/Stevenson event, offering different alternatives. It's not that we wouldn't serve as the venue and cater the wedding, it's just that we needed to make some adjustments, all of which were perfectly reasonable under the circumstances.

145
146 The pandemic was something nobody who I know of in the industry saw coming. I've never heard
147 any talk about pandemics in the past in the event-planning industry. I don't think there was
148 anything else Gillette Lodge could have done to accommodate Jon/Joni and Parker's needs.
149 Sometimes bad things just happen. I wish they would've just agreed to reschedule to October 2020
150 or July 2021 or just held their event as scheduled with fewer people.

151
152 This statement was given under oath. I have had an opportunity to read, review, and update this
153 statement, and I attest that this is a true and accurate statement.

154
155 Dated: December 12, 2020 /s/ Greg/Grace Lestrade
156
157

158 STATE OF CONNECTICUT)
159) SS.
160 COUNTY OF MIDDLESEX)
161

162 On this 12th day of December, 2020, before me personally appeared Greg/Grace Lestrade, to me
163 known to be the person described in and who executed the foregoing instrument, and
164 acknowledged that s/he/they executed the same as her/his/their free act and deed.

165 In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and
166 State aforesaid, the day and year first above written.

167
168 Ida Nown
169 Notary Public – Notary Seal
170 STATE OF CONNECTICUT
171 Middlesex County
My Commission Expires: Oct. 8, 2022
Commission # 16513542

/s/ Ida Nown
Notary Public
My Commission Expires:
10/08/2022

Exhibit 1

Excerpts from the Gillette Lodge Wedding Brochure

Imagine Your Dream Wedding . . . at Gillette Lodge & Catering!



Sherlock Holmes Ballroom



Honeymoon Suite



Surround yourself with the beauty of nature overlooking the Connecticut River and historic Gillette Castle in East Haddam, Connecticut!

View of Gillette Castle from the ballroom



River view from the outdoor patio



Perfect for weddings . . .

- ★ Facilities will seat up to 500 people
- ★ Full catering, bar and other meal services
- ★ Special rates for overnight guests at your event
- ★ Lovely waiting rooms, bridal preparation rooms and honeymoon suite!



Contact our Venue Planners today to start your dream wedding in motion!
860-867-5309

Exhibit 2 (9 pages)

Contract Gillette Lodge & Catering Services

336 River Street | East Haddam, CT 06423
Phone: 860.867.5309 | **Fax: 860.865.6175**
www.GilletteVenue.com | hq@gillettevenue.com

Event Title: Watson -- Stevenson Wedding & Reception	
Contract #: 19547	Guest Count: 250
Service Style: Event Specialist:	
Rehearsal Dinner; Wedding, Formal Dinner and Reception	
Occasion: Wedding	Event Total: \$75,000.00
Deposit: Venue Rental & Operations (100%) - \$43,115.00; Food/Bev (50%), Special Orders (100%): \$26,362.00	
Total Deposit Due at Signing: \$69,478.00	

This Agreement is between Gillette Lodge & Catering, Inc. (“Gillette” or “Gillette Catering”) and the Undersigned Client (“Client”). This Agreement outlines the policies of Gillette for provision of a Venue, Event Catering and other Services for Client’s Event Date.

1. **Policies & Best Practices.** To ensure excellence for attendees and neighbors, the following best practices are mandated.

a. **Venue Space.** Rental of the Space includes the use of the following spaces: 3rd Floor Event Space (Sherlock Holmes Ballroom) and Conference Room. No events may take place or be set up outside of the venue.

b. **Menu Selection & Guest Count.** The Client must provide an estimated guest count, and menu selection, 120 days before the Event Date. A final menu selection and guest count must be confirmed no less than 30 calendar days before Event Date. This final menu selection and guest count will be considered a guarantee not subject to reduction. If any change is required after the final guaranteed guest count and menu selection are reported, please contact Gillette immediately and we will make every effort to accommodate your request, however, any changes made within 10 days of the Event Date are subject to an additional 10%, fee as outlined below in the *Date Reservation Fees, Other Charges, & Payments* section.

c. **Day-of Coordinator.** Gillette requires Client to have a Day-of Coordinator (“Coordinator”) for social events. The Coordinator shall be responsible for, but not limited to any necessary event set-up (this is any necessary set-up in addition to the space preparation services provided by Gillette), guest instruction, gift removal, etc.

d. **Décor.** Client may decorate the space for the event in compliance with the following provisions:

- Any indoor and outdoor decorating must be approved by Gillette 90 days in advance;
- Two hours’ setup time by Gillette staff is included in the base rate of this Agreement. Additional set up time will be charged at a rate of \$125 per hour;
- All decorations must meet fire code regulations, health department regulations and any other governmental regulations;
- Balloon installation plans must be submitted at or before final planning meeting for approval by Gillette. Balloons may not be released into the air at any time since their remnants are harmful to marine life and wildlife.

Exhibit 2 (9 pages)

- If using candles, dripless candles are mandatory, must be stationary and enclosed in non-flammable containers. Battery operated tea lights are recommended;
- Rose petals may only be used for decorating purposes on tables only, and must be cleaned up entirely at the end of the event. Rose or any flower petals may not be used on the floor.
- No rice, confetti, birdseed, potpourri, glitter or any substance of that nature may be used;
- Sparklers are allowed outdoors for sendoff only, and client is required to clean up any debris. Failure to do so will result in damage deposit being partially retained by Gillette.
- Use of any prohibited items without express approval by Gillette will result in a \$500 cleanup fee.

e. Hours. Use of the Space is available from 12:00 p.m. to 12:00 a.m. (Noon to Midnight) on the dates set forth herein. Unless otherwise agreed, if Client is not completely vacated from the Space by 12 a.m., additional hourly rental will accrue at the rate of \$125 per hour billed in increments of 1/2 hour.

f. Capacity. The capacity of the Space is 500 standing, 400 for seated, and 450 for ceremony.

g. Outside Vendor Rentals. Guests must vacate space by 2 a.m. If not, additional hourly rental will accrue at \$125.00 per hour. Vendors are allowed 30 minutes of load out time from 12:00-2:30am at no charge to the client or vendor.

h. Rehearsals- Wedding rehearsals may be scheduled prior to the event based on availability for a maximum of one and a half (1.5) hours. Officiant and/or wedding planner must be present. Guaranteed rehearsal time must be confirmed within two weeks before the wedding date.

i. Pets –Gillette allows the Client's well-behaved dogs into the venue for a \$100.00 (per dog) non-refundable pet fee. The Client is responsible for the care and behavior of the dog(s) at all times. The value of any mess or damage caused by Client's dogs will be deducted from Client's security deposit. No additional guests are allowed to bring pets into the venue without express permission from Gillette.

j. Alcoholic Beverage Service Policy. The following policies have been established by Gillette to promote responsible drinking and ensure the safety of Client and his/her guests.

1. Gillette reserves the right not to serve shots or doubles.
2. Gillette reserves the right to serve only one drink per person per visit to the bar.
3. The legal drinking age in the state of Connecticut is 21 for all alcoholic beverages. Gillette will not serve alcoholic beverages to minors. We will ask for valid identification from any person who looks to be under the age of 35. If no identification is available that person will be refused service. If another guest purchases a drink and then gives it to that particular person, both people may be asked to leave the premises.
4. Gillette reserves the right to refuse alcoholic beverage service to any individual if that individual appears intoxicated or is engaged in disruptive behavior.

k. Deliveries and Pickup –All rental items and vendor equipment must be immediately removed at the end of the event (by 2:30 a.m. following the event) unless prior arrangements have been made in writing.

l. Cleaning – If any cleaning or repairs deemed necessary beyond normal use (including, but not limited to, paint damage or floor gouges) such expenses will be charged to Client and deducted from the damage Date Reservation Fee. Any amounts beyond the damage Date Reservation Fee shall be paid by Client.

m. Security. Gillette requires security for events with 75 or more guests and a bar. Gillette will facilitate these services.

Exhibit 2 (9 pages)

n. Day of Wedding Insurance

Gillette requires client to provide proof of basic venue general liability coverage (\$1 million general aggregate/1\$ million per occurrence) that includes bodily injury and property damage, which must be supplied to Gillette no later than 30 days prior to the event.

2. Date Reservation Fees, Other Charges, & Payments:

- a. **Payment Schedule.** Client agrees to pay Gillette a Booking Fee (\$6,695.00 including 3% charge for credit card) and the following fees for Venue Rental and Other Services as listed below:
 - i. A non-refundable date reservation fee, equaling of 100% of the Venue Rental Fee is required to secure the Event Date at the time this Contract is executed.
 - ii. A transferrable 50% date reservation fee on both agreed-upon current food and beverage order (\$18,363.00), is required at the time this Contract is executed, exclusive of special or exotic orders, the full amount of which is payable at the time of signing this Contract (\$8,000.00).
 - iii. Client must pay the remaining balance of the Venue Rental and Other Services, 30 calendar days prior to Event Date.
 - iv. Client may make additions to the guest count up until 10 business days prior to the Event Date. Client must pay for those increased amounts at that time. Any additions made within 10 business days of the Event Date, or on the day-of, shall be subject to Gillette's availability, and may be declined.
 - v. In the event of additions to Client's service, or in the case of day-of incidentals, either verbally or in writing, after final payment has been made, Client's credit card on file with Gillette will be charged within 10 business day of the Event Date. Gillette reserves the right, in Gillette's sole discretion, to assess a 10% fee to any last-minute changes made by Client that are beyond scope of the Parties Agreement.
- b. **Bar Fees.** All bar reservation fees, balance payments, or additions to the bar estimates will be paid in the same manner as the Venue Rental and other Services outlined above. If applicable, additional charges will be charged within 10 business days to the card we have on file for consumption of alcohol over the pre-paid estimate or extension of hosted bar by the client. A refund will be credited to said card within 10 business days for any alcohol not consumed.
- c. **Operations Charge.** An operations charge of 20% of the entire Venue Ceremony rental and related fees (\$7,820.00) will be added to the bill and is NOT a gratuity. This charge covers unseen costs we choose not to include in food, rental or server labor such as, but not limited to administrative costs, supplies, vehicles, gas, dishwashers, on site cooking equipment, buffet and service equipment, etc.
- d. **Method of Payment.** Payment of the balance owed prior to Event Date can be made in the form of cash, check, Visa, MasterCard, Discover or American Express. Gillette requires a credit card be kept on file for the duration of the event. Any returned checks are subject to a \$30.00 charge. Should personal credit card information not be available or attempts to authorize electronic payment are returned "declined," Client shall pay a 10% penalty. If Gillette sends an invoice to Client to collect any final payment, that invoice must be paid within 10 days of the invoice date. Gillette reserves the right to pursue any accounts in delinquent status by the use of collections after 30 days of non-payment, and to seek recompense for any associated expenses, court costs or reasonable attorneys' fees.
- e. **Late Payments.** If payments are not received in accordance with the provisions of this Agreement, Gillette reserves the right to consider all non-refundable payments forfeit, and Gillette may elect to provide no service to Client; the Event Date may be opened up for Gillette to accept alternate events. However, if Gillette does elect to provide service, despite the failure of the Client to pay the Fee as scheduled, Gillette reserves the right to charge the remaining balance plus a 10% fee on the balance.

Exhibit 2 (9 pages)

3. Cancellation. The Client is free to terminate Gillette's services upon written notice, at any time, without cause. Payments will only be returned to Client in the event of Client's cancellation due to Gillette's breach of this Agreement. Gillette may also withdraw services if the Client does not pay Gillette's fees by the scheduled dates outlined in this Agreement. If the Client terminates Gillette's services, for reasons other than Gillette's breach of this Agreement, or Gillette withdraws due to non-compliance to this Agreement, all fees, service charges, and disbursements incurred up to that time will be due and payable, including a cancellation fee of \$3,750.00, and any payments made prior to the cancellation will be retained by Gillette and considered proper compensation for reserving the Event Date for Client.

4. Transfer of Service. In the case where the Client requests a change of date, Gillette will comply based on availability within 365 days of the original Event Date. All date reservation fees and payments will transfer to the new Event Date and continue to apply towards the Fee. The Fee is subject to change based on the new Event Date. Should Gillette be unable to provide services on the new Event Date, cancellation policies will apply.

5. Limitation of Liability; Indemnification.

Client agrees that, to the fullest extent permitted by law, Gillette's maximum total liability for any claims, breaches or damages by reason of any act or omission, including breach of contract or negligence, not amounting to willful or intentional wrongdoing, shall be limited to the amount of the Fees actually paid by Client. Client agrees that, to the fullest extent permitted by law, Gillette shall not be liable for any claims for punitive damages, consequential damages, special damages, emotional distress, mental anguish, lost profits, loss of enjoyment, lost revenues and/or replacement costs.

Client agrees to indemnify, defend and hold harmless Gillette against any and all claims, costs, and expenses, including attorneys' fees, arising in connection with the services offered by Gillette. Gillette assumes no responsibility for any damages to any property by the Client, Client's guests or any service providers hired by the Client. Gillette does not guarantee any recommended service provider's performance or product.

6. Additional Provisions:

Force Majeure. No Party to this Agreement shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected so long as the party claiming force majeure makes reasonable efforts to comply with the terms of the contract and performance thereof.

No Implied Waiver. The failure of any Party to require strict compliance with the performance of any obligations, terms and/or conditions of this Agreement shall not be deemed a waiver of that Party's right to require strict compliance in the future, or construed as consent to any breach of the terms of this Agreement.

Modifications. Any modification or amendment to this Agreement requires the mutual consent of the Parties, and must be made in writing and signed by all Parties, which may include email for minor changes to the services and goods (equal to less than a 10% increase or decrease in the Fee) so long as the parties provide proper acknowledgement of the changes by way of an electronic signature.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Exhibit 2 (9 pages)

ALL PARTIES HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS THE ADDENDUM FOR CATERING SERVICES, AND THEIR SIGNATURE BELOW INDICATES THEIR INTENTION TO BE BOUND.

Jon/Joni Watson

Client Signature

Jon/Joni Watson

Client Print Name

Date: June 19, 2019

Mycroft Holmes

Gillette Representative Signature

Mycroft Holmes

Gillette Rep. Print Name

Date: June 19, 2019

Exhibit 2 (9 pages)

GILLETTE'S LODGE & CATERING, INC. ADDENDUM: CATERING SERVICES

1. COMPENSATION.

(a) Deposit. On or before the effective date of this agreement, the Client shall provide a nonrefundable deposit to Gillette Catering to secure the date of the Event. The Deposit will be 50% of the Initial Estimate.

(b) Balance Payment. 30 days prior to the Event, the Client shall provide the remaining balance of funds owed to Gillette Lodge & Catering under this Agreement to secure the date of the Event.

(c) Final Invoice. Within 5 days after the Event, Gillette Catering shall provide the Client with a final invoice, which will include an itemized list of all costs and fees actually incurred by the Client in connection with the Event. The Client shall pay Gillette Catering the balance of the Final Invoice (less any payments, including the Deposit, previously made) within 30 days of receiving it.

2. MENU.

The parties shall agree on the menu of food to be provided for an Event at least 150 days before the Event.

3. NUMBER OF ATTENDEES.

At least 120 days before the Event, the Client shall inform Gillette Catering of the number of persons expected to attend the Event, and how many of the attendees will be children under the age of 15. If the actual number in attendance at the Event is greater than the stated amount, Gillette Catering cannot guarantee that sufficient food will be available for all persons in attendance. If the actual number of guests in attendance at the Event is fewer than the stated amount, the Client will still be charged for the total guest amount confirmed by the Client.

4. MATERIAL EVENT CHANGES.

The Client acknowledges that any change to the time, date, or location of the Event or any increase in the number of anticipated guests by more than 10% (each a "**Material Event Change**") made after the Effective Date may:

- (a)** cause Gillette Catering to become unable or unavailable to provide the Services;
- (b)** impact the quality of the Services; or
- (c)** result in a need for the provision of services in addition to the Services.

Gillette Catering shall make reasonable efforts to accommodate a Material Event Change. If Gillette Catering cannot accommodate a Material Event Change, Gillette Catering may, at Gillette Catering's sole option, terminate this agreement on provision of written notice to the Client. If Gillette Catering can accommodate a Material Event Change, but only by providing services in addition to the Services, these additional services and any associated costs will be determined and agreed to by the parties at the time of that Material Event Change.

Exhibit 2 (9 pages)

5. OUTSIDE FOOD AND BEVERAGES.

Neither the Client nor his/her guests may bring any food or beverages into the Event Location or remove any food or beverages from the Event Location without Gillette Catering's prior written consent. Gillette Catering consents to the provision of the Wedding Cake by the Client's baker.

6. INDEMNIFICATION.

(a) Gillette Catering by Client. At all times after the effective date of this agreement, the Client shall indemnify Gillette Catering and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (the "**Gillette Catering Indemnitees**") from all Claims that Gillette Catering Indemnitees may incur arising from:

(i) the Client's operation of the Client's business;

(ii) the Client's breach or alleged breach of, or failure or alleged failure to perform under, any agreement to which the Client is a party;

(iii) any damage, theft, or loss of Gillette Catering's property (including equipment, plates, utensils, or motor vehicles) occurring at the Event that is caused by individuals attending that Event; or

(iv) the Client's breach of any of the Client's obligations or representations under this agreement. However, the Client is not obligated to indemnify Gillette Catering if any of these Claims result from Gillette Catering's own actions or inactions.

(b) Exclusions. Gillette Catering is not responsible for damages or other costs occurring because of inclement weather. Any weather that prohibits any part of the Event from occurring does not constitute a breach of Gillette Catering's obligations under this agreement. Gillette Catering shall use its best efforts to limit the impact of inclement weather on the quality of its Services but may make last-minute changes to ensure the overall performance of Gillette Catering's team and other vendors that have been retained.

Exhibit 2 (9 pages)

BANQUET EVENT ORDER

Client Name: Jon/Joni Watson

Primary Contact: Jon/Joni Watson

Street Address: 8359 Elementary Road, Middletown, CT 06106

Telephone Number: 860-555-8751

EVENT INFORMATION

Date(s) of Event: July 3 & 4, 2020 (wedding on 7/4)

Est. Total Time of Event: 30 hours, from rehearsal dinner on 7/3/20 through reception, dinner, cake

FOOD

[X] Rehearsal Dinner ("Groom's Dinner"): 7/3/2020, for 60 people

[X] Wedding Reception & Dinner: Est. 250

Dinner Table Service? ☒ Yes ☐ No

Design Package: TBD 120-days before wedding

Reception: Hors d'oeuvres Gold Package (Shrimp Cocktail; Bacon-Wrapped Dates with Goat Cheese; Roasted Red Pepper Bruschetta; Caviar on Crostini)

Dinner: Gold Package (Chef's Farmer Market Salad or Caesar w/white anchovies; Candied Roasted Beets and Asparagus with vegan Bechamel Sauce; Roast Beef and Pommes Purée with Au Jus; Panko-Crusted Halibut with Wild Rice Pilaf and Dill Butter)

Special Item: Black Truffles for French Tapenade (to be ordered)

Exhibit 2 (9 pages)

BEVERAGES

Will Gillette Catering provide alcoholic beverages? [**X**] Yes [] No

If yes, please provide additional details about the beverage(s) to be provided:

Rehearsal Dinner: open bar: full; 4 bottles of wine per table (2 at a time) (2x house red 2x house white)

Reception: open bar: house champagne; house red and house white; all draft and bottled beer; cash bar: all remaining

Dinner open bar: house red and house white; all draft and bottled beer; all rail drinks; 4 bottles of wine per table (2 at a time) (2x house red 2x house white); cash bar: all remaining

DESSERT

Dessert: Wedding Cake delivered by Client's baker, to be prepared and served after dinner

To the BEO Terms and Conditions:

Signature: Jon/Joni Watson
Client(s)

Date: June 19, 2019

Signature: Conan Doyle
Banquet Manager

Date: June 19, 2019

Tastings and final approval:

Initials: J.W.
Client(s)

Date: December 3, 2019

Initials: C.D.
Banquet Manager

Date: December 3, 2019

Exhibit 3 (6 pages)

COVID-19 Preparedness Plan for Gillette Lodge & Catering, Inc.

Gillette Lodge & Catering, Inc. ("GLC") is committed to providing a safe and healthy workplace for all our workers and customers, clients, patrons, guests and visitors. To ensure we have a safe and healthy workplace, GLC has developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and workers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers and management. Only through this cooperative effort can we establish and maintain the safety and health of all persons in our workplaces.

The COVID-19 Preparedness Plan is administered by Mycroft Holmes, who maintains the overall authority and responsibility for the plan. However, management and workers are equally responsible for supporting, implementing, complying with and providing recommendations to further improve all aspects of this COVID-19 Preparedness Plan. Holmes' managers and supervisors have our full support in enforcing the provisions of this plan.

Our workers are our most important assets. GLC is committed to safety and health, and protecting our workers. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our workers in this process by soliciting worker suggestions through open meetings and emails, and addressing workers' concerns. We have integrated suggestions and responses to concerns into this Preparedness Plan.

GLC's COVID-19 Preparedness Plan follows the industry guidance developed by the state of Connecticut, which is based upon the Centers for Disease Control and Prevention (CDC) and the Connecticut Department of Public Health Rules and Guidelines for COVID-19 and relevant and current Executive Orders issued by Governor Lamont for Connecticut.

GLC has reviewed and incorporated the industry guidance applicable to our business provided by the State for Connecticut for the development of this Plan, including the industry guidance for hotels, restaurants and bars and event venues. GLC has adopted and integrated into its policies and procedures:

- Additional protections and protocols for customers, clients, guests and visitors;
- Additional protections and protocols for face coverings and personal protective equipment (PPE);
- Additional protections and protocols for access and assignment;
- Additional protections and protocols for sanitation and hygiene;
- Additional protections and protocols for work clothes and handwashing;
- Additional protections and protocols for distancing and barriers;
- Additional protections and protocols for managing occupancy;
- Additional protocols for limiting face-to-face interaction; and
- Additional protections for receiving or exchanging payment.

Exhibit 3 (6 pages)

Ensure sick workers stay home and prompt identification and isolation of sick persons

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. All workers shall have their temperatures taken by a management designee. If a worker has a fever, the worker shall be sent home. If the worker is not running a fever, the management designee shall conduct and document a health screening for each employee.

Gillette has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. Accommodations for workers with underlying medical conditions or who have household members with underlying health conditions have been implemented. Gillette has also implemented a policy for informing workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time of two weeks.

Social distancing – Workers and Guests must be at least six-feet apart

Social distancing of at least six feet will be implemented and maintained between workers [and customers, clients, patrons, guests and visitors] in the workplace through the following engineering and administrative controls: In accordance with the Middlesex County Health Inspector's recommendations, due to the age and layout of the Gillette Lodge and its ventilation system, no gatherings will exceed 85 people, including staff and workers (events will have no more than 75 guests), and for the immediate future, all events will be held outdoors on the patio. Notices of social distancing, wearing face masks and washing hands will be displayed prominently at every door or opening at Gillette Lodge and will be addressed to Gillette staff and customers and guests. No more than ten workers will be allowed to work any event. Aisles, display cases, tables, clothing racks, counters, check-in and checkout stations, etc. will be arranged to foster social distancing and safe hygiene practices, including allowing for social distancing between workers and customers, clients, patrons, guests and visitors. Workers will be provided personal protective equipment in order to serve customers and guests and there will be no sharing of phones, pens, computer equipment, registers, desks, serving stations, offices or other personal work tools and equipment. In instances where tools, supplies and equipment must be used by more than one person, they will be cleaned and disinfected between users. Required protective supplies, such as face coverings, gloves, disinfectant and face shields will be provided for all workers, available to each worker when that person checks into work for the day. Protective supplies shall be worn and used during workers' entire shifts.

Worker hygiene and source controls

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the restroom. All customers, clients, patrons, guests and visitors to the workplace are required to wash or sanitize their hands prior to or immediately upon entering the facility. Hand-sanitizer dispensers (that use sanitizers of

Exhibit 3 (6 pages)

greater than 60% alcohol) are at entrances and locations in the workplace so they can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled

Workplace building and ventilation protocol

Operation of the building in which the workplace is located, includes necessary sanitation, assessment and maintenance of building systems, including water, plumbing, electrical, and heating, ventilation and air conditioning (HVAC) systems. This means that the maximum amount of fresh air is being brought into the workplace, and air re-circulation is not being limited. The ventilation systems must be properly used and maintained. Steps must also be taken to minimize air flow blowing across people. The number of people inside the workplace is being limited as well, to accommodate worker and guest safety, based on the mechanical setup of Gillette Lodge.

Communications and training practices and protocol

This COVID-19 Preparedness Plan was communicated to all workers on June 1, 2020, and necessary training has been provided. Additional communication and training will be ongoing by written communications to workers, emails and posted notices at check-in stations.

Instructions will be communicated to all workers, including employees, temporary workers, staffing and labor-pools, independent contractors, subcontractors, vendors and outside technicians and customers, clients, patrons, guests and visitors about protections and protocols, including: 1) social distancing protocols and practices; 2) practices for hygiene and respiratory etiquette; 3) requirements regarding the use of face-coverings and/or face-shields by workers and customers, clients, patrons, guests and visitors. All workers and customers, clients, patrons, guests and visitors will also be advised not to enter the workplace if they are experiencing symptoms or have contracted COVID-19.

The Connecticut Department of Public Health Rules for Gatherings (3 pages) are attached and incorporated into this Preparedness Plan as applicable and appropriate.

Certified by:

Mycroft Holmes

Mycroft Holmes June 1, 2020

Owner and Sales Manager of Gillette Lodge

Exhibit 3 (6 pages)

CONNECTICUT DEPARTMENT OF HEALTH RESTATEMENT OF RULES FOR GATHERINGS — EFFECTIVE JUNE 1, 2020⁴

CT Department of Health Rules for Gatherings During COVID-19 Crisis

This Restatement of the Rules of the Connecticut Department of Health is for planning or hosting in-person services and ceremonies in faith-based communities, places of worship, funeral homes, and other venues that may offer gathering space for weddings, funerals, worship services, receptions following such services or ceremonies, rituals, prayer meetings, scripture studies, or similar activities. These Rules have the force and effect of law. Large gatherings continue to present significant risk for increasing the spread of COVID-19. All faith communities are encouraged to provide remote services and choose **not** to open or host large gatherings. If there is evidence of COVID-19 spread within your faith community, you may be ordered to stop offering in-person services until it is safe to return. These Rules are based on space size, predictability and flow of movement, duration of time in designated shared space, and the potential spread of COVID-19 at large gatherings, even when precautions are taken.

4307.01 Preparedness Plan. All businesses, organizations, and venues where gatherings take place are required to develop and implement an event specific COVID-19 Preparedness Plan. This plan must be displayed prominently, so any persons on the premises can easily see this document. Vendors servicing one event may collectively agree to one comprehensive plan, if they so choose.

4307.02 Masks and face coverings. As of March 20, 2020, people in Connecticut are required to wear a face covering in all indoor businesses and public indoor spaces, per Executive Order 20-81. Additionally, the Executive Order requires workers to wear a face covering when working outdoors in situations where social distancing cannot be maintained. The Executive Order includes exemptions for people who are unable to wear or tolerate a face covering due to medical or mental health conditions or other reasons. There are also situations in which a face covering may be temporarily removed, such as when eating or drinking, provided that social distancing is maintained between members of different parties and the face covering is put back on when not eating or drinking. Businesses and venues may choose to have more protective requirements than those in the Executive Order.

4307.03 Gatherings in a place of worship or ceremonies such as a funeral or wedding.

Subpart 1. Occupancy must be reduced to allow for the required social distancing of at least 6 feet between people who do not live in the same household. For indoor worship settings, occupancy must not exceed 50% of total capacity, with a maximum of 175 people in a single self-contained space, unless a local

⁴This document is not an official Connecticut Department of Health document. It is for use in the Mock Trial Competition Only and is not intended to be distributed or otherwise considered representative of the Connecticut Department of Health Rules, Guidelines or Statements.

The Executive Orders referred to in this Exhibit differ from the actual Executive Orders issued by Governor Ned Lamont during the COVID-19 pandemic.

Exhibit 3 (6 pages)

health inspector or Preparedness Plan indicate a smaller number. In outdoor settings, gatherings must not exceed 175 people.

Subpart 2. Venue owners or managers shall provide controlled flow of participants as much as possible, including upon start and at end of the event.

Subpart 3. Limit the number of speakers to the smallest number possible and make arrangements so that they avoid close contact (e.g., within 6 feet) with others. Whenever possible, provide individual microphones for multiple speakers. If a microphone must be shared, it must be cleaned between speakers or left untouched on a stand.

4307.04 Gatherings for ceremonies or socializing in homes or private settings. Limit to 10 people or less indoors, 25 people or less outdoors.

4307.05 Gatherings for receptions and other activities before and after ceremonies. Gatherings taking place in indoor and outdoor venues such as event centers, faith-based buildings, community centers, rental halls, or at similar outdoor spaces and that are providing food and beverages for on-site consumption have a limit of indoor and outdoor occupant capacity of 25%. A responsible party must be assigned to develop and implement a COVID-19 Preparedness Plan. The Department of Public Health encourages venues to hold events outdoors when feasible. Furthermore, venues may choose to lower the recommended occupant capacity of 25% based on the age of the venue's ventilation (HVAC) systems or any other reason necessary to ensure public and employee safety.

4307.06 Preparedness Plan.

Subpart 1. Designate one person from the venue's leadership team or staff to prepare the Plan and ensure that it is understood, publicly posted, and followed by everyone.

Subpart 2. Contents of Plan. The Plan must include procedures and instructions on how the venue will address the following:

- a. Ensure that sick staff stay home. Staff at higher risk are encouraged to work from home.
- b. Maintain social distancing of at least 6 feet between staff and mandate face coverings as required by the Executive Order.
- c. Practice good hygiene: cover coughs and sneezes, wash hands often, wear face coverings or masks.
- d. Ensure building safety and proper ventilation protocols.
- e. Ensure safe practices and protocols for drop-off, pick-up, and deliveries.
- f. Create and follow work and gathering space cleaning and disinfection protocols.
- g. Communicate and train all staff on these practices and protocols.
- h. Ensure that all activities held in your building(s) follow your practices and protocols (support or community groups, distribution of essential items, etc.).
- i. Communicate the steps being taken and the changes to services to all members and participants in order to participate safely and minimize the possible spread of COVID-19.
- j. Ensure that you have enough cleaning supplies, hand sanitizer, and tissues. Post signs and instructions to stay home if you are sick or at high risk, wash hands, cover your cough, wear a facemask, and keep the required 6 feet of social distance.

4307.07 Rules for faith community members, participants and other gatherings.

Subpart 1. Before the service or ceremony.

- a. Provide a Notice that will be distributed by organizers of any service or ceremony to

Exhibit 3 (6 pages)

prospective participants that they shall not attend the service or ceremony if they or anyone in their household is sick or has symptoms: fever, cough, shortness of breath, chills, muscle aches, headache, sore throat, loss of taste or smell.

- b. The Notice shall advise prospective participants who are at higher risk for severe illness (elderly or underlying health conditions) that they are strongly encouraged to stay home.
- c. Participants shall understand and agree to follow the COVID-19 Preparedness Plans for the facilities where the service or ceremony will take place.

Subpart 2. During the service or ceremony. The venue shall post a Notice at every door of the venue that contains the following

- a. Regularly wash or sanitize hands, cover coughs and sneezes, and wear a face covering.
- b. Maintain social distancing of at least 6 feet between people from different households at all times (entering, exiting, sitting, and any activities during the service or ceremony).
- c. Avoid touching items often touched by others if possible. Sanitize high-touch items between shared users and between services.

Adapt all practices during the services to avoid close contact and maintain social distancing.

Exhibit 4 (3 pages)

SCOTLAND YARD HAUTE COUTURE ATTIRE AGREEMENT

Congratulations on finding your couture attire at Scotland Yard Haute Couture! Please carefully read through this Agreement regarding your purchase before signing.

ORDER & DELIVERY |

Scotland Yard Haute Couture attire is made to order, which means production will not begin until we have received all necessary signed documents and payment in full. We accept Check, Cash, Debit Card, MasterCard, Visa, Discover, and American Express. NSF checks are subject to a \$30.00 return check fee.

Standard production time is 3-5 months, and you should leave at least 6 weeks for fittings that will be necessary to ensure your Scotland Yard Haute Couture attire perfectly complements you, as you are, on your wedding day. We cannot guarantee an exact arrival date for your couture attire, but we will agree to have the dress at our boutique on or before May 20, 2020. We will notify you of its arrival by phone, email, or mail, whichever you prefer; if we do not hear back within 5 business days, we will contact you at each point of contact you have provided us.

You may notify us in writing of a change in the event date, but we can't guarantee delivery if the event is moved to an earlier date. If an event is moved to an earlier date and the dress does not arrive on time, you are still responsible for payment in full.

SCOTLAND YARD HAUTE COUTURE ATTIRE INSPECTION & PICK UP |

We advise that you try on your Scotland Yard Haute Couture attire and/or inspect it, before leaving our boutique, as we may not be able to report a manufacturing defect after a piece leaves our shop. We are not responsible for manufacturer's dye lot variations.

SIZING & ALTERATIONS |

All orders are placed according to the manufacturer size chart, not custom made to fit. We will offer our professional suggestions in accordance with the manufacturer's size chart, but ultimately, the size is your decision. If you need to order extra fabric for whatever reason, it may result in additional charges. We assume no responsibility for the size being ordered.

You are responsible for making your appointments for fittings and alterations. Alteration costs are not included, although at least one, often many, are typically necessary. If you require additional alterations because of weight loss, gain, or any other reason, you may pay additional alteration charges associated with re-sizing. We are not responsible for a change in customer's measurements.

We perform alterations at Scotland Yard Haute Couture. We can also recommend seamstresses, but we are not responsible for their work or for any work done outside of Scotland Yard Haute Couture.

Exhibit 4 (3 pages)

CANCELLATIONS, REFUNDS, EXCHANGES |

When you purchase your couture attire, you are committing to payment in full. Payments are non-refundable and non-transferrable. If your order must be canceled due to the inability to manufacture, at the sole discretion of manufacturer, 50% of your payment will be refunded and the remaining 50% will be issued as a credit towards another purchase with Scotland Yard Haute Couture.

We are confident that you will love your couture attire. However, in the rare instance that you do not, you give us permission to retain the Scotland Yard Haute Couture attire and re-sell it to another, and you may put the purchase price toward new couture attire within five (5) business days after it has arrived. If you exchange for Scotland Yard Haute Couture attire of lesser value, you agree to forfeit the difference. Exchanges are subject to designer availability and may be subject to rush charges.

The specifications of your Scotland Yard Haute Couture attire order are attached and incorporated into this Agreement.

I have read and understand the terms contained herein.

Initials: JW

I have remitted payment in full for \$17,100.00.

Initials: JW

Signature: Jordan Watson
Jordan Watson

Dated: 2/14/2020

Accepted:

 Terry Lindstrom
on behalf of Scotland Yard Haute Couture

Dated: Feb. 14, 2020

Exhibit 4 (3 pages)

Scotland Yard Haute Couture Order and Invoice

We are delighted you chose Scotland Yard Haute Couture to help make your special day perfect!

Here's your perfect wedding party attire:

Style BL20204, silk white and blush embellished tulle V-neck long sleeve modified attire. Special addition: 50 mother of pearl buttons in back and sleeves, dyed red and blue.

To ensure your Scotland Yard Haute Couture attire arrives on time for your event, orders must be placed no later than 6 months before requested delivery.

No refunds once an order is accepted.

Invoice for Watson Wedding

BL20204 Style for wedding party attire, alterations	\$11,350.00
Special: 50 mother of pearl buttons, dyed red & blue	\$290.00
Extra fabric (for custom modifications)	
Matching accessories	\$3,000.00
Subtotal	\$14,640.00
Taxes – 10.25%	\$1,500.00
Shipping, Handling & Insurance	\$959.00
Total	\$17,100.00

Thank You for Choosing Scotland Yard Haute Couture!

Exhibit 5a

From: paytoplayWatson@gmail.com
Sent: June 2, 2020 9:23 AM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Subject: Watson / Stevenson Wedding

Mycroft,

My wedding is set to take place July 4, 2020 at your venue. However, due to COVID-19, I have a few concerns about keeping this date. Can you please let us know what the plan is to move forward with our wedding?

I would also like to confirm the ability to hold 250 or more guests per our agreement. I hope you understand.

Thanks!

Jon/Joni

Exhibit 5b

From: Mycroft Holmes <MHolmes@gillettevenue.com>
Sent: June 2, 2020 10:07 AM
To: paytoplayWatson@gmail.com
Subject: RE: Watson / Stevenson Wedding
Attachments: CDH_Rules.PDF; GLC_Preparedness_Plan.docx

Jon/Joni,

Thank you for reaching out. I am sure this is not an easy time for you, just as it is not easy for us either. We are trying our best to accommodate each client's needs and stay in compliance with the latest guidelines.

Unfortunately, we are not able to fully accommodate your wedding scheduled for July 4, 2020 as initially agreed upon. With regards to the guest count, CT's current regulations only permit 25% of a venue's maximum capacity. Our maximum capacity is 500, and we are further placing what we think are reasonable health and safety restrictions on our venue. We are only allowing 75 guests at a time per each wedding. Also, all weddings and receptions will need to be scheduled outdoors. We are offering to prepare at no cost a tent, tables, chairs, all with the cloth decorations you chose, and limited service options.

We are also restricting the food and drink available for each wedding. At this time we will have to cancel any shared hors d'oeuvres and served dinner options. I'm sure you can understand our concern with limiting exposure to our banquet staff and your guests.

For your reference, I am attaching a copy of the rules from the Connecticut Department of Health, as well as a copy of our Preparedness Plan.

Please confirm your understanding or if you have any questions.

Thank you,

Mycroft

Sales Manager & Owner
Gillette Lodge & Catering, Inc.
East Haddam, CT 06423

The Premier Wedding and Event Venue for Central Connecticut

Exhibit 5c

From: Mike/Molly Hooper <MHooper@swankyweddings.com>
Sent: June 3, 2020 11:32 AM
To: Mycroft Holmes<MHolmes@gillettevenue.com>
Cc: Parker Stevenson <p.stevenson@yahoo.com>
Subject: FW: Watson / Stevenson Wedding

Mycroft,

My clients forwarded me your last email. I understand we all have to make sacrifices, but your restrictions are unrealistic. My clients won't have anything close to the wedding we planned—much less paid for. Can we at least reschedule the wedding? There must be other available dates in the future. Could you please let us know what those are?

Mike/Molly Hooper
Wedding Planner & Owner,
Swanky Weddings, Inc.
New Haven, CT 06512

Planning the wedding of your dreams

Exhibit 5d

From: paytoplayWatson@gmail.com
Sent: June 5, 2020 11:30 AM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Cc: Parker Stevenson <p.stevenson@yahoo.com>; Mike/Molly Hooper
<MHooper@swankyweddings.com>
Subject: RE: Watson / Stevenson Wedding

Mycroft,

Parker and I are quite disappointed by your response, to say the least.

Thanks, Mike/Molly, for asking about other dates. We have a lot of people coming in from out of state, and many of them may be at risk for the Coronavirus. Hopefully we can find something!

As I explained during our tour of Gillette Lodge, Parker and I met and fell in love at Gillette Castle. Therefore, I am disappointed that the wedding will not be held in the Sherlock Holmes Ballroom on the third floor of Gillette Lodge. One reason we chose your venue is because we could see Gillette Castle from the expansive windows of the Sherlock Holmes Ballroom. We told you that when we signed the contract! Your outdoor space does not offer the same view. In fact, the castle is not even visible from the location of your outdoor space.

If the wedding has to be outdoors, are there options to accommodate more guests? I remember the outdoor space being pretty large when we visited. If not, we might as well just get married at Gillette Castle, which pre-pandemic had an outdoor wedding space for 100 guests. With the current restrictions, we would be permitted to have 25 guests, but at least we would be able to be at the castle.

Jon/Joni

Exhibit 5e

From: Mycroft Holmes <MHolmes@gillettevenue.com>
Sent: June 8, 2020 2:04 PM
To: paytoplayWatson@gmail.com; Parker Stevenson <p.stevenson@yahoo.com>;
Mike/Molly Hooper <MHooper@swankyweddings.com>
Subject: RE:FW: Watson / Stevenson Wedding

Jon/Joni, Parker, and Mike/Molly,

I can appreciate your concerns. It seems at this time we agree to reschedule the July 4, 2020 wedding date. I am sorry for any inconvenience. We are still looking forward to hosting your dream wedding.

We have an available date of Friday, October 23, 2020. We anticipate that our venue will be able to host an outdoor wedding with the 75-person limit. We also currently have Friday, April 16, 2021 available.

As set forth in the contract, a rescheduling fee of \$3,750.00 will apply. Should you wish to choose the April 16, 2021 date, the wedding will be subject to our 2021 rates.

Any outdoor wedding for more than 75-people will necessarily incur additional costs. Because we will need to use the parking lot and potentially the neighboring road, we will need to obtain special permitting to allow for drinks past our premises and for additional parking. Labor will also increase in serving beverages and food for that many people. If you would like to pursue that path, any costs will be included in addition to the rescheduling fee.

I hope we can work together on your wedding. As they say, “love is patient.”

Mycroft

Exhibit 5f

From: Mike/Molly Hooper <MHooper@swankyweddings.com>
Sent: June 9, 2020 3:00 PM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Subject: RE:FW: Watson / Stevenson Wedding

Mycroft,

Please tentatively mark the October 23, 2020 date for the wedding. I will confirm with my clients.

If the only available dates are Fridays, my clients should definitely not be subject to a rescheduling fee since they would be moving from a Saturday (and summer Holiday!) to a Friday in the fall or spring. We've worked together before, and I find that a little shocking, even with COVID-19.

Also, your last email suggested you would be open to a larger outdoor wedding. How would that affect things logistically?

Mike/Molly

Exhibit 5g

From: Mycroft Holmes<MHolmes@gillettevenue.com>
Sent: June 10, 2020 1:35 PM
To: Mike/Molly Hooper <MHooper@swankyweddings.com>
Subject: RE:FW: Watson / Stevenson Wedding

Mike/Molly,

I understand your frustration with the rescheduling fee, but we are applying this fee to all of our clients as we are being forced to accommodate countless rescheduled weddings when, in fact, their weddings are still able to take place at our venue without issue.

We are not obligated to provide a new date for your client's wedding, but we understand the stress that weddings can cause, so we want to make the situation as best as possible for each client. In order to do so, we need to charge a fee to limit the number of rescheduled weddings. It is a business decision we have to make that is permitted under the contract.

I will have to confirm with our caterer whether we can handle more than 75 people outdoors.

Mycroft

Exhibit 5h

From: paytoplayWatson@gmail.com
Sent: June 12, 2020 11:09 AM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Cc: Parker Stevenson <p.stevenson@yahoo.com>; Mike/Molly Hooper
<MHooper@swankyweddings.com>; Jordan Watson
<jWatson@palaceclothiers.com>
Subject: RE:FW: Watson / Stevenson Wedding

Thank you for providing alternative dates. We would like to move our wedding to October 23, 2020.

As for the rescheduling fee and potential costs involved with an outdoor wedding, I have quite a few issues. First, we are moving from a *Saturday, July 4* wedding to a Friday wedding in October. That should not result in a higher payment. If anything, we should be paying less. Second, October in Connecticut is going to be cold! For all we know I'll be getting married in my hockey gear just to stay warm. Third, the agreement we signed does not state you are able to do this.

Should you require a higher payment, I will certainly warn my friends—and professional contacts—on social media. I am not so sure you want negative PR at the moment, given the circumstances.

I would like to move forward with the outdoor wedding to have 250 guests, or whatever the maximum is under the Governor's order. I am not willing to cover the costs for this, however, as this is a benefit to your venue. The more people in your venue, the more profit to your banquet services.

Should our disagreement continue, I will be forced to seek legal counsel.

Jon/Joni

Exhibit 5i

From: Jordan Watson <jWatson@palaceclothiers.com>
Sent: August 28, 2020 7:28 AM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Cc: paytoplayWatson@gmail.com; Parker Stevenson <p.stevenson@yahoo.com>;
Mike/Molly Hooper <MHooper@swankyweddings.com>
Subject: RE:FW: Watson / Stevenson Wedding

Mycroft,

We have not heard back from you and are growing quite impatient. The wedding is set to occur in a few short weeks and we aren't even sure how many people to invite.

Please confirm the October 23, 2020 date and capacity of 250 people.

Also please note: I have sought legal counsel to advise us about the \$3,750 rescheduling fee and increased rate for an outdoor wedding. We do not think the signed agreement allows for that.

Jordan Watson

Palace Clothiers
Middletown, CT

Exhibit 5j

From: Greg/Grace Lestrade <GLEstrade@gillettevenue.com>
Sent: August 30, 2020 10:49 PM
To: Jordan Watson <jWatson@palaceclothiers.com>
Subject: Watson Wedding?

Jordan,

I heard we are having issues with your wedding. Everything is so topsy-turvy these days. I spoke with Mycroft, and I think we could make it work. The Governor's Order says we can have 25%. But outdoors? Maybe we could sneak in more than 75. Besides, I'm not even sure who would enforce the Order . . . I think we could take some risk, for the right type of clients.

No need to email - you should give me a call. I think we could work something out . . .

Greg/Grace

Venue Planner
Gillette Lodge & Catering, Inc.
East Haddam, CT 06423

The Premier Wedding and Event Venue for Central Connecticut

Exhibit 5k

From: Mycroft Holmes <MHolmes@gillettevenue.com>
Sent: September 2, 2020 4:28 PM
To: Jordan Watson
<jWatson@Middletownpalace.com>; paytoplayWatson@gmail.com; Parker
Stevenson <p.stevenson@yahoo.com>; Mike/Molly Hooper
<MHooper@swankyweddings.com>
Subject: RE:FW: Watson / Stevenson Wedding

All,

As mentioned to Mike/Molly, I needed to check with our in-house caterer to ensure we could accommodate an October 2020 wedding for more than 75 people. Please note that doing so would have been an exception to our current plan, so we would have had to take exceptional precautions in planning it out.

Unfortunately, the caterer is not able to accommodate that many guests on that date due to lack of help. As with most businesses, we respect our employees' wishes if they feel uneasy with being around that many people. We take this pandemic very seriously and feel an obligation to our employees and their families. I trust you can appreciate that. The most we can handle at this time is 100 people.

We take the position we can host your October 23, 2020 wedding as planned and agreed to under our contract. But I understand based on your prior communication that our health and safety restrictions may require another rescheduling of the wedding. We have the April 16, 2021 date available at our 2021 rates. We have also contacted other wedding venues in Connecticut and believe the rescheduling fees and costs are both reasonable, and legal. I hope this does not serve as a barrier to us hosting your dream wedding.

I sincerely apologize for the series of unfortunate events that have played out, but please be assured we are doing everything in our power to work through this with you. If you agree, we can work with Mike/Molly to sign a new agreement.

Mycroft Holmes
Sales Manager & Owner
Gillette Lodge & Catering, Inc.
East Haddam, CT 06423

The Premier Wedding and Event Venue for Central Connecticut

Exhibit 51

From: paytoplayWatson@gmail.com
Sent: September 2, 2020 11:35 PM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Cc: Jordan Watson <jWatson@palaceclothiers.com>; Parker Stevenson
<p.stevenson@yahoo.com>; Mike/Molly Hooper
<MHooper@swankyweddings.com>
Subject: RE:FW: Watson / Stevenson Wedding

Are you KIDDING me??

Exhibit 5m

From: paytoplayWatson@gmail.com
Sent: September 2, 2020 11:36 PM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Cc: Jordan Watson <jWatson@Middletownpalace.com>; Parker Stevenson
<p.stevenson@yahoo.com>; Mike/Molly Hooper
<MHooper@swankyweddings.com>
Subject: RE:FW: Watson / Stevenson Wedding

We're Canceling!

Exhibit 5n

From: paytoplayWatson@gmail.com
Sent: September 3, 2020 10:45 AM
To: Mycroft Holmes <MHolmes@gillettevenue.com>
Cc: Jordan Watson <jWatson@palaceclothiers.com>; Parker Stevenson
<p.stevenson@yahoo.com>; Mike/Molly Hooper
<MHooper@swankyweddings.com>
Subject: RE:FW: Watson / Stevenson Wedding

Mr./Mrs. Holmes,

Clearly this has become an impossible situation. I know two things: Hockey, and how to fight. You will be hearing from our legal counsel shortly.

Jon/Joni Watson

Exhibit 6

**NUTMEG STATE MECHANICAL SERVICES LLC
1818 BOSTON POST ROAD
OLD SAYBROOK, CONNECTICUT 06475
(860) 421-1639**

Greg/Grace Lestrade
Gillette Lodge Venue & Catering Services
336 River Street, East Haddam, CT 06423

Via e-mail to GLEstrade@gillettevenue.com

May 30, 2020

Re: HVAC Retrofit Proposal for Gillette Lodge

Dear Greg/Grace:

Thank you for the opportunity to tour the beautiful Gillette Lodge banquet facility and submit a quote for replacing the existing heating, ventilation and air conditioning system with a modern unit that would be more energy efficient and provide optimal HEPA air filtration.

After our 10 percent Friends & Family discount, the cost for the new Carrier unit, labor, and obtaining all permits will be \$450,000. A more detailed proposal will follow for you and Mycroft to consider, but that cost reflects the 10,000 square foot size of the Gillette Lodge building, increased materials costs as a result of supply chain disruption, and obtaining the skilled labor necessary to complete the retrofit while preserving the historic character of your wonderful building. Most of all, the new system will include a *GermBuster-UVC Air Purifier with UV-FORCE*. This Air Purifier does not just remove dust and particles in the air, but it continuously disinfects the rooms. This is the same Air Purifier used in hospitals to safely eliminate germs and bacteria that might spread deadly diseases like the COVID virus. We cannot recommend a better system for the Gillette Lodge to ensure the safety of your guests and employees.

Should we be able to move to contract, I would anticipate commencing work in early July. Please do not hesitate to let me know if you or Mycroft have any questions. I hope that Nutmeg State is able to earn your business.

Best regards,

Ned

Ned Anthony
President, Nutmeg State Mechanical Services