

RETURN DATE: JANUARY 2, 2001

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

PLAINTIFF : SUPERIOR COURT

v. : JUDICIAL DISTRICT OF
: HARTFORD-NEW BRITAIN
: AT HARTFORD

ELECTRICAL CONTRACTORS, INC. and
MAJOR ELECTRIC SUPPLY CO., INC.

DEFENDANTS : DECEMBER 8, 2000NOVEMBER 7,
2000

COMPLAINT

COUNT I: FRAUD

1. At all times relevant hereto, Plaintiff, the Department of Transportation of the State of Connecticut ("DOT" and/or "State"), was, and still is, a state agency authorized to enter into and administer, among other things, contracts for the design, construction, repair or alteration of any highway or bridge of the State.

2. At all times relevant hereto, Electrical Contractors, Inc. ("ECI"), was and still is, a corporation organized and existing under the laws of the State of Connecticut, having a principal place of business at 3510 Main Street, Hartford, Connecticut.

3. At all times relevant hereto, ECI was engaged in the business of providing and supplying electrical contracting services for, among other things, state highway and aviation construction projects, including the installation of traffic control systems at various Connecticut towns and State airports. Such contracting services also have included services provided to and through ECI by subcontractors, material suppliers and vendors.

4. At all times relevant hereto, Major Electric Supply Co., Inc. ("Major Electric"), has been, and still is a corporation organized and existing under the laws of the State of Connecticut, having a principal place of business at 676 Garden Street, Hartford, Connecticut. Major Electric's majority shareholder, President, and sole employee is William R. Smith.

5. At all times relevant hereto, Major Electric was a DOT-certified Disadvantaged Business Enterprise ("DBE") supplier. Major Electric has been an ostensible certified DBE supplier for over nine (9) years.

6. Many of the State's highway projects are funded jointly with Federal funds administered through various Federal agencies including the Federal Highway Administration ("FHWA") and the Federal Aviation Administration ("FAA"). As a recipient of Federal-aid funds for State construction projects, the DOT is required to have a DBE program in place, the purpose of which is to encourage prime contractors to use DBEs on DOT projects. See 49 CFR Part 23 and/or 26.

7. For Federally-funded DOT projects, a DBE percentage goal is set, meaning that the contractor must either ensure that a certain percentage of the project work measured by contract dollar values is performed by a DOT-certified DBE or demonstrate to the DOT's satisfaction that it was unable to do so despite having made all good faith efforts to do so.

8. To satisfy the Federal and State requirements for qualifying as a bona fide DBE, a DBE must perform a commercially useful function. Brokers and packagers are not considered material suppliers or manufacturers and the use of a broker to satisfy DBE participation requirements is prohibited by both the Federal regulations governing DBEs and by the express terms of DOT contracts containing DBE provisions.

9. If, during the course of a highway project or at its conclusion, the DBE requirements are not met or fall short of a project contract's DBE participation requirements, the Federal agency administering the funding for the project requires that the DOT (1) demonstrate its good faith

and its contractors' good faith attempts to meet the DBE requirements, or (2) withhold the amount of such shortfall from its payments to the project's prime contractor. Any such shortfall is remitted to the Federal agency. In order to satisfy the DOT that the DBE contract requirements have been met, the prime contractor is required to submit to the DOT a DBE verification certificate or affidavit which itemizes the amounts paid to the DBE over the course of a project. In some instances, check numbers and copies of canceled checks are required to be included with the DBE certificate or affidavit. The DBE is also required to provide written acknowledgment of such DBE verification.

10. On October 27, 1993, the contract for DOT Project No. 0173-0246 and Federal Aid Project No. STPA-000S(530), for the installation of traffic control systems at various towns along the interstate 95 corridor including Bridgeport, Darien, Greenwich, New Haven, Norwalk, Orange, Stamford, West Haven and Westport ("I-95 Project"), was let out to bid. ECI was the apparent low bidder and was eventually awarded the project contract in the amount of \$1,659,184.39.

11. The I-95 Project contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements and definitions set forth in 49 CFR Part 23 and/or Part 26 ("DBE Requirements").

12. The I-95 Project specifications required the prime contractor to install traffic control systems manufactured by Peek Traffic ("Peek"), a company with offices in Tallahassee Florida. The various towns where the systems were being installed along the I-95 corridor were already using Peek traffic control systems at other intersections and the installation of additional Peek traffic systems at the I-95 Project sites would permit the towns to continue any current maintenance procedures for all of their systems. The Peek traffic control systems included, among other things, traffic controllers, loop detectors, and closed loop detectors.

13. At all times relevant hereto and on information and belief, Marlin Controls, Inc. ("Marlin"), a Connecticut corporation whose address is 36 Federal Road, Danbury, CT, was the exclusive supplier of Peek traffic control systems for the entire State of Connecticut.

14. As a precondition of the award of the I-95 Project contract, ECI submitted to the DOT for approval ECI's DBE participation request form setting forth the name of its proposed DBE supplier and itemizing by type, quantity, bid price and amount subcontracted, those items its DBE supplier was going to supply to the project.

15. ECI listed Major Electric as its sole DBE participant on the I-95, DBE Participation Approval Request form, which was signed by both ECI and Major Electric. ECI specifically listed Major Electric as its DBE supplier for phase controllers, closed loop units, and loop vehicle detectors.

16. Major Electric knowingly and intentionally permitted ECI to designate Major Electric as its DBE supplier on the I-95 Project even though Major Electric itself could not actually provide the materials needed for the project and could not ship or receive such materials, since Marlin was the exclusive supplier of such products in Connecticut.

17. Unaware that Major Electric could not provide the designated materials for the I-95 Project, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for the I-95 Project, among other items, DOT awarded ECI the I-95 Project contract on or about January 18, 1994.

18. Major Electric did not supply ECI with the traffic controllers, loop detectors and closed loop detectors as set forth in ECI's DBE Participation Approval Request Form for the I-95 Project.

19. ECI ordered from and directly contracted with Marlin to supply the I-95 Project's traffic control systems, including the traffic controllers, loop detectors and closed loop detectors which ECI had designated as being supplied by Major Electric.
20. On information and belief, at no time did Marlin receive an order from Major Electric for traffic controllers, loop detectors and/or closed loop detectors for the I-95 Project.
21. Marlin ordered the traffic control systems needed for the I-95 Project directly from Peek.
22. Peek shipped the traffic systems ordered by Marlin either directly to the various specific project locations or to Marlin's offices.
23. Marlin was the supplier of all of the Peek traffic systems for the I-95 Project and shipped them to either ECI's Hartford office or to the various specific project locations along the I-95 corridor.
24. On information and belief, at no time did Major Electric receive or ship Peek traffic control systems for the I-95 Project.
25. ECI knowingly and intentionally created two sets of duplicate purchase orders and billing documents for the traffic control systems for the express purpose of concealing from the DOT that it was not using Major Electric as its supplier to the I-95 Project.
26. ECI knowingly submitted to the DOT falsified Certificates of Title listing an entity entitled "Major/Marlin" as its vendor of certain traffic control systems, when Marlin was the sole supplier.
27. ECI, without the knowledge or permission of the DOT, knowingly issued two-party checks to "Major Electric/ Marlin DBA Major Electric" in payment for the traffic control systems supplied solely by Marlin.

28. On information and belief, Major Electric knowingly endorsed over to Marlin the two-party checks issued to "Major Electric/ Marlin DBA Major Electric" for payment of the traffic control systems.
29. By separate checks tendered to Major Electric, ECI paid Major Electric its fee for its participation in the DOT DBE deceit.
30. ECI knowingly submitted a false sworn statement to the DOT stating that Major Electric had fulfilled the DBE requirement on the I-95 project by providing electrical supplies representing twelve (12%) of the contract value, and that it had paid Major Electric for same. Major Electric knowingly signed the false sworn statement, affirming that it was the DBE supplier on the project and that it supplied the pertinent equipment was paid the amount set forth by ECI.
31. Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on the I-95 Project by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to "Major/Marlin DBA Major Electric," and by collecting a fee for such activities.
32. ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the I-95 Project contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.
33. ECI knowingly and intentionally deceived the DOT by submitting a falsified sworn statement that it had fulfilled the DBE contract requirements for the I-95 Project.
34. ECI knowingly concealed the bona fide supplier purchase orders directed to Marlin, and presented its falsified I-95 Project supplier records and documents to the DOT to induce the DOT to continue its contract progress payments to ECI, thereby preventing the DOT from withholding from ECI any of the DBE shortfall amounts.

35. The DOT relying upon ECI's falsified supplier records and affidavits, was induced to make payments to ECI which included the full amounts for ECI's alleged DBE participation.

36. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$199,102.13, which represents the entire amount of the I-95 Project DBE participation requirement.

COUNT II: FRAUD

37. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 38 through 47, as if fully set forth herein.

48. On February 1, 1995, DOT Project No. 0171-0241/242 and Federal Aid Project No. STPA-000S(635)/STPZ-000S(637), another project for the installation of traffic control signals in various Connecticut towns ("Project No. 0171-0241/242"), was let. ECI was the low bidder on Project No. 0171-0241/242. ECI was still performing contract work for the I-95 Project at the time the Project No. 0171-0241/242 was let.

49. The Project No. 0171-0241/242 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

50. As a precondition of the award of the contract for Project No. 0171-0241/242, ECI submitted to the DOT for approval, ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

51. ECI listed Major Electric as its sole DBE participant on the Project No. 0171-0241/242 DBE Participation Approval Request form which was signed by both ECI and Major Electric.

ECI listed Major Electric as its DBE supplier for the following items: (a) a Motorist Aid Variable Message Sign and systems, Type B; (b) Full Actuated Controllers - 8 Phase; (c) Loop Vehicle Detectors; and (d) a Tubular Cantilever Sign Support.

52. Unaware of ECI's falsified DBE records and documents from the I-95 Project, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0171-0241/242, the DOT awarded ECI the contract on or about May 4, 1995.

53. Major Electric again knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0171-0241/242 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to "Marlin Controls, Inc. /Major Electric" and "Daktronics Inc./Major Elec" and, on information and belief, to "Value Engineered/Major Elec."

54. In consideration for Major Electric agreeing to act as ECI's DBE "straw man", ECI tendered fee payments to Major Electric through checks issued only to Major Electric.

55. Major Electric knowingly and intentionally permitted ECI to designate Major Electric as its DBE supplier on Project No. 0171-0241/242 even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

56. ECI ordered from and directly contracted with Marlin to supply the Full Actuated Controllers and the Loop Vehicle Detectors both manufactured by Peek Traffic, items certified by ECI as being supplied by Major Electric.

57. ECI ordered and directly contracted with Daktronics, Inc. ("Daktronics"), whose address is in South Dakota, for the supply of the Motorist Aid Variable Message Sign, an item certified by ECI as being supplied by Major Electric.

58. ECI ordered and directly contracted with Value Engineered Products, Inc. ("Value Engineered"), whose address is in Pennsylvania, for the Tubular Cantilever Sign Support, an item certified by ECI as being supplied by Major Electric.

59. Marlin supplied ECI with the Full Actuated Controllers and Loop Vehicle Detectors manufactured by Peek and shipped such items directly to the project sites or to ECI's Hartford office; Major Electric did not order, supply, ship, or receive these items.

60. Daktronics supplied ECI with the Motorist Aid Variable Message Sign system and shipped such item directly to ECI's Hartford office; Major Electric did not order, supply, ship, or receive this item.

61. Value Engineered supplied ECI with the Tubular Cantilever Sign Support and shipped such item directly to the project site address designated by ECI; Major Electric did not order, supply, ship, or receive this item.

62. At the specific request and direction of ECI, Marlin issued Certificates of Title to ECI which list entities entitled "Major/Marlin" as the vendors of certain traffic control systems, even though Marlin was the sole supplier. ECI knowingly and intentionally submitted its falsified certificates of title to the DOT as part of the project's DBE records.

63. At the specific request and direction of ECI, Daktronics issued a Certificate of Title to ECI which lists Major Electric as its vendor of the Motorist Aid Variable Message Sign system, even though Daktronics was the sole supplier. ECI knowingly and intentionally submitted its falsified certificate of title to the DOT as part of the project's DBE records.

64. On information and belief, at the specific request and direction of ECI, Value Engineered issued a Certificate of Title to ECI which lists Major Electric as the vendor of the Tubular Cantilever Sign Support, even though Value Engineered was the sole supplier. ECI knowingly

and intentionally submitted its falsified certificate of title to the DOT as part of the project's DBE records.

65. ECI, without the knowledge or permission of the DOT, knowingly issued two-party checks to "Major Electric/ Marlin DBA Major Electric", to "Daktronics Inc./Major Elec" and, on information and belief, to "Value Engineered/Major Elec." in payment for the items supplied to ECI by Marlin, Daktronics, and Value Engineered.

66. On information and belief, Major Electric knowingly endorsed over to Marlin, Daktronics and Value Engineered, the two-party checks issued to each of them for payment of Project 0171-0241/242 supplied items.

67. ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0171-0241/242 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

68. ECI knowingly concealed its purchase orders directed to Marlin, Daktronics and Value Engineered and presented its falsified Project No. 0171-0241/242 supplier supporting documentation to the DOT to induce the DOT to continue its contract progress payments to ECI thereby preventing the withholding of any DBE shortfall amounts from ECI's project payments.

69. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0171-0242/242.

70. ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0171-0241/242.

71. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$225,259.75, which represents the entire amount of Project No.'s 0171-0242/242 DBE participation requirement.

COUNT III: FRAUD

72. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 73 through 82, as if fully set forth herein.

83. On July 20, 1994, DOT Project No. 0131-0175 and Federal Aid Project No. CM-31(111), a project for the installation of traffic control signals along Route 10 in Connecticut ("Project No. 0131-0175"), was let. ECI was the low bidder on Project No. 0131-0175.

84. The Project No. 0131-0175 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

85. As a precondition of the award of the contract for Project No. 0131-0175, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

86. ECI listed Major Electric as its sole DBE participant on the Project No. 0131-0175 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Steel Mast Arm Assemblies; Vehicle Emitter; and Phase Selector.

87. Unaware that ECI had falsified its DBE records and documents on other DOT projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0131-0175, the DOT awarded ECI the contract on or about September 19, 1994 -- after the award of the I-95 Project contract, and prior to the award of the project contract for Project No. 0131-0175.

88. Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0131-0175 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

89. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

90. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

91. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0131-0175.

92. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0131-0175.

93. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$36,566.00, from ECI's contract payments which represents the entire amount of Project No.'s 0131-0175 DBE participation requirement.

COUNT IV: FRAUD

94. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 95 through 104, as if fully set forth herein.

105. On September 27, 1995, DOT Project No. 0017-0138 and Federal Aid Project No. CM-1627(11), another project for the installation of traffic control signals in various Connecticut towns on U.S. Route 6 ("Project No. 0017-0138"), was let. ECI was the low bidder on Project No. 0017-0138.

106. The Project No. 0017-0138 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of its contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

107. As a precondition of the award of the contract for Project No. 0017-0138, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

108. ECI listed Major Electric as its sole DBE participant on the Project No. 0017-0138 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Conductor Interconnect Cable; Rigid Metal Conduit in Trench; Rigid Metal Conduit Under Roadway; Concrete Handhold, Steel Span Poles; Steel Mast Arm Assemblies; Phase Selector, Detectors; Preemption System Chassis.

109. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0017-0138 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

110. Unaware of ECI falsifying its DBE records and documents from the earlier DOT projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0017-0138, the DOT awarded ECI the contract on or about March 11, 1996.

111. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0017-0138 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

112. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

113. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

114. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0017-0138.

115. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0017-0138.

116. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$82,433.76, from ECI's contract payments which represents the entire amount of Project No.'s 0017-0138 DBE participation requirement.

COUNT V: FRAUD

117. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 118 through 126, as if fully set forth herein.

127. On November 5, 1997, DOT Project No. 0163-0171 and Federal Aid Project No. CM-87(119), another project for the installation of traffic control signals in various locations on Route 66, Connecticut ("Project No. 0163-0171"), was let. ECI was the low bidder on Project No. 0163-0171.

128. The Project No. 0163-0171 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or 26.

129. As a precondition of the award of the contract for Project No. 0163-0171, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

130. ECI listed Major Electric as its sole DBE participant on the Project No. 0163-0171 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Rigid Metal Conduit Under Roadway; Rigid Metal Conduit in Trench; Rigid Metal Conduit for Surface; Traffic Signals; Mast Mount Signals; Pedestal Mounted Signals; Pedestrian Signals; Emitter; Phase Selector; Detector; System Chassis; Anchor Bolts.

131. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No.

0163-0171 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

132. Unaware of ECI falsifying its DBE records and documents from the earlier DOT projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0163-0171, the DOT awarded ECI the contract on or about January 7, 1998.

133. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0163-0171 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

134. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

135. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

136. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0163-0171.

137. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0163-0171.

138. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$74,484.00, from ECI's contract payments which represents the entire amount of Project No.'s 0163-0171 DBE participation requirement.

COUNT VI: FRAUD

139. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 140 through 148, as if fully set forth herein.

149. On April 1, 1998, DOT Project No. 0108-0168/172 and Federal Aid Project No. STPW-653(112)/STPA-000S(782), another project for the installation of traffic control signals in on Route 12, Connecticut ("Project No. 108-0168"), was let. ECI was the low bidder on Project No. 0108-0168.

150. The Project No. 0108-0168 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

151. As a precondition of the award of the contract for Project No. 0108-0168, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

152. ECI listed Major Electric as one of its DBE participants on the Project No. 0108-0168 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Aluminum Pedestals; Span Wire Traffic Signals; Pole Mounted Traffic Signals; Mast Arm Traffic Signals; Pedestal Mounted Traffic Signal; Traffic Signal Lamps; Pedestrian Push Button and Sign Pole Mounted; Full Actuated Controller, 8 Phase; Loop Vehicle Detector; Time Clock.

153. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No.

0108-0168 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

154. Unaware of ECI falsifying its DBE records and documents from the earlier DOT projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0108-0168, the DOT awarded ECI the contract on or about June 1, 1998.

155. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0108-0168 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

156. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

157. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

158. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0108-0168.

159. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0108-0168.

160. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$36,870.87, from ECI's contract payments which represents Project No.'s 0108-0168 verified DBE shortfall.

COUNT VII: FRAUD

161. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 162 through 171, as if fully set forth herein.

172. On April 1, 1998, DOT Project No. 0103-0233 and Federal Aid Project No. CM-32(155), another project for the installation of traffic control signals on Route 2, Connecticut ("Project No. 0103-0233"), was let. ECI was the low bidder on Project No. 0103-0233.

173. The Project No. 0103-0233 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

174. As a precondition of the award of the contract for Project No. 0103-0233, ECI submitted to the DOT for approval ECI's DBE participation request form setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

175. ECI listed Major Electric as its sole DBE participant on the Project No. 0103-0233 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Pedestrian Signal Pole Mounted; Pedestrian Signal Pedestal Mounted; Full Actuated Controller, 8 Phase; Aluminum Pedestal; Span Wire Traffic Signal; Mast Arm Traffic Signals; Pedestal Mounted Traffic Signals; Traffic Signal Lamp Units.

176. Unaware of ECI falsifying its DBE records and documents from the earlier DOT projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0103-0233, the DOT awarded ECI the contract on or about June 1, 1998.

177. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0103-0233 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

178. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

179. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

180. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0103-0233.

181. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0103-0233.

182. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$39,630.00, from ECI's contract payments which represents the entire amount of Project No.'s 0103-0233 DBE participation requirement.

COUNT VIII: FRAUD

183. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 184 through 193, as if fully set forth herein.

194. On February 24, 1999, DOT Project No. 0023-0120 and Federal Aid Project No. CM-14(159), another project for the installation of traffic control signals on U.S. Route 44 Connecticut ("Project No. 0023-0120"), was let. ECI was the low bidder on Project No. 0023-0120.

195. The Project No. 0023-0120 contract contained a DBE participation requirement which obligated the successful bidder to ensure that thirteen (13%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

196. As a precondition of the award of the contract for Project No. 0023-0120, ECI submitted to the DOT for approval, ECI's DBE participation request form setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted, those items ECI intended its DBE to supply to the project.

197. ECI listed Major Electric as its sole DBE participant on the Project No. 0023-0120 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Microwave Vehicle Detector; Detector Cable; Auxiliary Equipment Cabinet; Auxiliary Terminal Cabinet; Vehicle Emitter; Pedestrian Push Button and Sign Pole; Pedestal Traffic Signal; Traffic Signal Lamps; Pedestrian Signal Pole Mounted; Pedestrian Pedestal Signal Pole Mounted; Section Pole Mounted Traffic Signal; Rigid Metal Control Foundation; Rigid Metal Conduit in Trench; Rigid Metal Conduit under Roadway; Aluminum Pedestals; Steel Span Poles; Steel Mast Arm Assembly; Span Wires; Mast Arms.

198. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No.

0023-0120 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

199. Unaware of ECI falsifying its DBE records and documents from the earlier DOT projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0023-0120, the DOT awarded ECI the contract on or about September 28, 1999.

200. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0023-0120 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

201. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

202. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

203. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0023-0120.

204. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0023-0120.

205. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$45,021.00, from ECI's contract payments which represents the entire amount of Project No.'s 0023-0120 DBE participation requirement.

COUNT IX: FRAUD

206. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 207 through 216, as if fully set forth herein.

217. On May 20, 1998, DOT Project No. 0007-0174 and Federal Aid Project No. CM-55(135) and CM-55(136), another project for the installation of traffic control signals on U.S. Route 5 & 15, Connecticut ("Project No. 0007-0174"), was let. ECI was the low bidder on Project No. 0007-0174.

218. The Project No. 0007-0174 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

219. As a precondition of the award of the contract for Project No. 0007-0174, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

220. ECI listed Major Electric as its sole DBE participant on the Project No. 0007-0174 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Rigid Metal Multi-duct Conduit in Trench; Rigid Metal Multi-duct Conduit under Roadway; Aluminum Pedestals; Steel Span Pole; Installation of 5 State-furnished Mast Arm Assemblies.

221. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0007-0174 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

222. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0007-0174, the DOT awarded ECI the contract on or about July 22, 1998.

223. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0007-0174 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply nor install the materials needed for the project and could not ship or receive such materials.

224. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

225. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

226. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0007-0174.

227. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0007-0174.

228. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$271,726.00, from ECI's contract payments which represents the entire amount of Project No.'s 0007-0174 DBE participation requirement.

COUNT X: FRAUD

229. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 230 through 239, as if fully set forth herein.

240. On November 3, 1999, DOT Project No. 0042-0276 and Federal Aid Project No. CM-55(138), another project for the installation of traffic control signals on U.S. Route 5 (Main Street) and CT Route 517 (High Street), Connecticut ("Project No. 0042-0276"), was let. ECI was the low bidder on Project No. 0042-0276.

241. The Project No. 0042-0276 contract contained a DBE participation requirement which obligated the successful bidder to ensure that thirteen (13%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

242. As a precondition of the award of the contract for Project No. 0042-0276, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

243. ECI listed Major Electric as its sole DBE participant on the Project No. 0042-0276 contract DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Span Wire Traffic Signals; Mast Arm Traffic Signals; Pole Mounted Traffic Signal; Pedestrian Mounted Traffic Signal; Traffic Signal Lamp Units; Pedestrian Signal Pole Mounted; Pedestrian Signal Pedestal Mounted; Pedestrian Push Button and Sign Poles; Auxiliary Equipment Cabinet; Audible Pedestrian Signal; Auxiliary Termination Cabinet; Vehicle Emitter; Detector; Preemption System Chassis; Detector Cable.

244. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0042-0276 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

245. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0042-0276, the DOT awarded ECI the contract on or about January 7, 2000.

246. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0042-0276 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

247. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

248. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

249. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0042-0276.

250. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0042-0276.

251. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$72,185.00, from ECI's contract payments which represents the entire amount of Project No.'s 0042-0276 DBE participation requirement.

COUNT XI: FRAUD

252. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 253 through 262, as if fully set forth herein.

263. On January 12, 2000, DOT Project No. 0042-0281 and Federal Aid Project No. CM-55(140), another project for the installation of traffic control signals along Main Street U.S. Route 5, Connecticut ("Project No. 0042-0281"), was let. ECI was the low bidder on Project No. 0042-0281.

264. The Project No. 0042-0281 contract contained a DBE participation requirement which obligated the successful bidder to ensure that ten (10%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

265. As a precondition of the award of the contract for Project No. 0042-0281, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

266. ECI listed Major Electric as its sole DBE participant on the Project No. 0042-0281 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Mast Arm Traffic Signals; Pole Mounted Traffic Signals; Pedestal Mounted Signal; Pedestrian Push Button and Sign Pole

Mounted; Audible Pedestrian signal; Auxiliary Termination Cabinet; Phase Selector; Detector; Auxiliary Equipment Cabinet.

267. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0042-0281 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

268. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0042-0281, the DOT awarded ECI the contract on or about March 28, 2000.

269. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0042-0281 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

270. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

271. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

272. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0042-0281.

273. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0042-0281.

274. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$30,678.00, from ECI's contract payments which represents the entire amount of Project No.'s 0042-0281 DBE participation requirement.

COUNT XII: FRAUD

275. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 276 through 285, as if fully set forth herein.

286. On June 3, 1992, the installation of advance traffic management system demonstration project of Interstate Routes I-91 and I-84, DOT Project No. 0063-0482 and Federal Aid Project No.IVH-CM-9209(1), ("Project No. 0063-0482"), was let. ECI was the low bidder on Project No. 0063-0482.

287. The Project No. 0063-0482 contract contained a DBE participation requirement which obligated the successful bidder to ensure that ten (10%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

288. As a precondition of the award of the contract for Project No. 0063-0482, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

289. ECI listed Major Electric as its sole DBE participant on the Project No. 0063-0482 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for various optical and electrical supply items.

290. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0063-0482 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

291. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0063-0482 , the DOT awarded ECI the contract on or about October 8, 1992.

292. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0063-0482 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

293. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

294. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

295. The DOT relying upon ECI's falsified supplier was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0063-0482.

296. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0063-0482.

297. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$42,796.00, from ECI's contract payments which represents the entire amount of Project No.'s 0063-0482 DBE participation requirement.

COUNT XIII: FRAUD

298. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 299 through 308, as if fully set forth herein.

309. On January 11, 1995, DOT Project No. 0135-0221 and Federal Aid Project No. STPO-7135(3), another project for the installation of improvements to the South State Street Commuter Parking lot ("Project No. 0135-0221"), was let. ECI was the low bidder on Project No. 0135-0221.

310. The Project No. 0135-0221 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12 %) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

311. As a precondition of the award of the contract for Project No. 0135-0221, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

312. ECI listed Major Electric as one of its DBE participants on the Project No. 0135-0221 DBE Participation Approval Request form which was signed by both ECI and Major Electric.

ECI listed Major Electric as its DBE supplier for the following items: Security Systems; Electric Light Standard.

313. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0135-0221 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

314. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0135-0221, the DOT awarded ECI the contract on or about July 31, 1995.

315. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0135-0221 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

316. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

317. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

318. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0135-0221.

319. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0135-0221.

320. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$12,010.79, from ECI's contract payments which represents Project No.'s 0108-0168 verified DBE shortfall.

COUNT XIV: FRAUD

321. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 322 through 331, as if fully set forth herein.

332. On February 21, 1996, DOT Project No. 0148-0158 and Federal Aid Project No. DM-55(133), another project for the installation of traffic control signals on U.S. Route 5, Connecticut ("Project No. 0148-0158"), was let. ECI was the low bidder on Project No. 0148-0158.

333. The Project No. 0148-0158 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12 %) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

334. As a precondition of the award of the contract for Project No. 0148-0158, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

335. ECI listed Major Electric as one of its DBE participants on the Project No. 0148-0158 DBE Participation Approval Request form which was signed by both ECI and Major Electric.

ECI listed Major Electric as its DBE supplier for the following items: Aluminum Pedestals; Span Wires; Mast Arm Traffic Signal; Traffic Signals; Auxiliary Terminal Cabinet; Vehicle Emitter; Phase Selector; Loop Vehicle Detector; Detector; Preemption System Chassis; Detector Cable; Auxiliary Equipment Cabinet; Steel Span Pole; Pedestrian Push Button and Sign Cabinet Mount; Full Actuated Controller, 8 Phase; Pedestal Mounted Traffic Signals; Pedestrian Signal Pedestal Mounted; Pedestrian Push Button and Sign Pole Mounted; Pedestrian Push Button and Sign Pedestal Mounted.

336. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0148-0158 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

337. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 048-0158, the DOT awarded ECI the contract on or about June 11, 1996.

338. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 048-0158 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

339. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

340. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

341. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0148-0158.

342. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0148-0158.

343. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$56,864.00, from ECI's contract payments which represents the Project No.'s 0108-0168 verified DBE shortfall.

COUNT XV: FRAUD

344. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 345 through 354, as if fully set forth herein.

355. On September 1, 1999, DOT Project No. 0164-0218 and Federal Aid Project No. CM-000S(993), another project for the installation of traffic control signals on various routes, in various Connecticut towns ("Project No. 0164-0218"), was let. ECI was the low bidder on Project No. 0164-0218.

356. The Project No. 0164-0218 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12 %) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

357. As a precondition of the award of the contract for Project No. 0164-0218, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

358. ECI listed Major Electric as its sole DBE participant on the Project No. 0164-0218 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Span Wire Traffic Signals; Traffic Signal Lamp Units; Pedestrian Signal Pole Mounted; Pedestrian Signal Pedestal Mounted; Pedestrian Signal Pedestrian Mounted; Vehicle Emitter; Phase Selector; Detector.

359. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0164-0218 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

360. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0164-0218, the DOT awarded ECI the contract on or about January 28, 2000.

361. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0164-0218 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

362. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

363. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

364. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0164-0218.

365. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0164-0218.

366. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$119,909.00, from ECI's contract payments which represents the entire amount of Project No.'s 0164-0218 DBE participation requirement.

COUNT XVI: FRAUD

367. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 368 through 377, as if fully set forth herein.

378. On July 14, 1999, DOT Project No. 0165-0286 and FAA Project No. FAA AIP# 3-09-0022-23, a project for the installation of runway guard lights and relocation of threshold lighting on Runway 6-24 and adjusting/repainting of threshold bars on Runway 15-33 ("Project No. 0165-0286"), was let. ECI was the low bidder on Project No. 0165-0286.

379. The Project No. 0165-0286 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12 %) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

380. As a precondition of the award of the contract for Project No. 0165-0286, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

381. ECI listed Major Electric as its sole DBE participant on the Project No. 0165-0286 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Constant Current Regulator with Monitor; Runway Guard Light; Elevated Threshold Light; Modification of Monitor and Control System; PVC Conduit.

382. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0165-0286 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

383. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0165-0286, the DOT awarded ECI the contract on or about September 28, 1999.

384. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0165-0286 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

385. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

386. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

387. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0165-0286.

388. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0165-0286.

389. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$62,808.00, from ECI's contract payments which represents the entire amount of Project No.'s 0165-0286 DBE participation requirement.

COUNT XVII: FRAUD

390. Paragraphs 1 through 9 of Count One are hereby incorporated and made paragraphs 391 through 400, as if fully set forth herein.

401. On August 6, 1997, DOT Project No. 0171-0262 and Federal Aid Project No. STPY-000S(786), another project for the installation of traffic control signals on various routes, in various Connecticut towns ("Project No. 0171-0262"), was let. ECI was the low bidder on Project No. 0171-0262.

402. The Project No. 0171-0262 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12 %) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

403. As a precondition to the award of the contract for Project No. 0171-0262, ECI submitted to the DOT for approval ECI's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items ECI intended its DBE to supply to the project.

404. ECI listed Major Electric as one of its DBE participants on the Project No. 0171-0262 DBE Participation Approval Request form which was signed by both ECI and Major Electric. ECI listed Major Electric as its DBE supplier for the following items: Aluminum Sign Face Sheet, Construction Signs; Traffic Cones; Traffic Drum; Detector; Preemption System Chassis; Auxiliary Equipment Cabinet; Auxiliary Termination Cabinet; Phase Selector; Loop Vehicle Detector; Mast Arm Traffic Signals; Span Wire Traffic Signals; Traffic Signal Lamp Unit; Flasher Cabinet; Pedestrian Signal Pole Mounted; Pedestrian Push Button and Sign Pole Mounted; Pedestrian Push Button and Sign Pedestal Mounted; Audible Pedestrian Signal; Full Actuated Controller, 8 Phase.

405. On information and belief, ECI, with the direct participation of Major Electric, knowingly and intentionally deceived the DOT and induced the DOT into awarding the Project No. 0171-0262 contract to ECI by falsely representing that Major Electric would be ECI's DBE supplier on the project.

406. Unaware of ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as ECI's DBE supplier. In reliance on ECI's DBE submittal for Project No. 0171-0262, the DOT awarded ECI the contract on or about October 27, 1997.

407. On information and belief, Major Electric knowingly and intentionally agreed to act as ECI's DBE supplier "straw man" on Project No. 0171-0262 by providing a mailing address for documents, by signing falsified certificates of title and affidavits, and by endorsing two-party checks drawn to Major Electric DBA, even though Major Electric itself could not supply the materials needed for the project and could not ship or receive such materials.

408. On information and belief, in consideration for Major Electric agreeing to act as ECI's DBE "straw man," ECI tendered fee payments to Major Electric through checks issued to Major Electric only.

409. On information and belief, ECI knowingly falsified project documentation to intentionally conceal from the DOT Major Electric's "straw man" role.

410. The DOT relying upon ECI's falsified supplier records was induced to make payments to ECI which included the full amounts for ECI's DBE participation on Project No. 0171-0262.

411. On information and belief, ECI knowingly and intentionally deceived the DOT by submitting a sworn statement, also signed by Major Electric, that it had fulfilled the DBE contract requirements for Project No. 0171-0262.

412. Had the DOT known that Major Electric was merely a "straw man" for ECI, the DOT would have withheld \$40,588.89, from ECI's contract payments, which represents the entire amount of Project No.'s 0171-0262 DBE participation requirement.

COUNT XVIII: FRAUD BY MAJOR ELECTRIC

413. On April 22, 1998, DOT Project No. 0014-0161 and Federal Aid Project No. CM-0001(223), another project for the installation of traffic control signals on U.S. Route 1, in Connecticut ("Project No. 0014-0161"), was put out to bid. Ducci Electrical Contractors, Inc. ("Ducci"), whose address is 427 Goshen Road, Torrington, CT 06790 was the low bidder on Project No. 0014-0161 and the DOT awarded Ducci the project contract on June 25, 1998.

414. The Project No. 0014-0161 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12 %) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

415. As a precondition of the award of the contract for Project No. 0014-0161, Ducci submitted to the DOT for approval Ducci's DBE participation request form, setting forth the

name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items Ducci intended its DBE to supply to the project.

416. Ducci listed Major Electric as its sole DBE participant on the Project No. 0014-0161 DBE Participation Approval Request form which was signed by both Ducci and Major Electric. Ducci listed Major Electric as its DBE supplier for the following items: Detector Type A; Preemption System Chassis; Equipment Cabinet Phase Selectors; Steel Span Poles; Lamp Units; Pole Mounted Signals; LED Lamp Units; Span Pole Foundation; Pedestal Foundation; Controller Foundation; Aluminum Pedestal; Span Wire Signals; Terminal Cabinets; Concrete Handhole; Rigid Conduit for Trench; Rigid Conduit for Surface; Rigid Conduit for Roadway.

417. Unaware of Major Electric and ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as Ducci's DBE supplier and awarded Ducci the contract for Project No. 0014-0161.

418. On information and belief, Major Electric knowingly, intentionally and deceptively held itself out to the DOT as a DBE supplier on Project No. 0014-0161. Major Electric did not act as a bona fide DBE supplier, on Project No. 0014-0161, since Major Electric itself knew that it could not and would not supply the materials needed for the project, and could not ship or receive such materials.

419. Had the DOT known that Major Electric was merely a sham-supplier for Ducci, the DOT would have withheld \$31,869.65 from Ducci's contract payments, which represents the entire amount of Project No.'s 0014-0161 DBE participation requirement.

COUNT XIX: FRAUD BY ECI AND MAJOR ELECTRIC

420. On February 28, 1996, DOT Project No. 0164-0215 and Federal Aid Project No. STPH-7164(3), a project for the reconstruction of Marshall Phelps Road, Connecticut ("Project

No. 0164-0215"), was put out to bid. Spazzarini Construction Co., Inc. ("Spazzarini"), whose address is 50 Post Office Road, Enfield, CT 06082 was the low bidder on Project No. 0164-0215 and the DOT awarded Spazzarini the project contract on May 3, 1996.

421. The Project No. 0164-0215 contract contained a DBE participation requirement which obligated the successful bidder to ensure that twelve (12%) of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

422. As a precondition of the award of the contract for Project No. 0164-0215, Spazzarini submitted to the DOT for approval Spazzarini's DBE participation request form setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items Spazzarini intended its DBE to supply to the project.

423. Spazzarini listed ECI as one of its subcontractors which, in turn, listed Major Electric as its DBE supplier on the Project No. 0164-0215 DBE Participation Approval Request form which was signed by Spazzarini, ECI and Major Electric. ECI listed Major Electric as its DBE supplier for various electrical supplies.

424. Unaware of Major Electric and ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as Spazzarini's DBE supplier and awarded Spazzarini the contract for Project No. 0164-0215.

425. On information and belief, Major Electric knowingly, intentionally and deceptively held itself out to the DOT as a DBE supplier on Project No. 0164-0215. Major Electric did not act as a bona fide DBE supplier, since Major Electric itself knew that it could not and would not supply the materials needed for the project, and could not ship or receive such materials.

426. Had the DOT known that Major Electric was merely a sham-supplier for ECI, the DOT would have withheld \$8,110.69, from Spazzarini's contract payments, which represents Project No.'s 0108-0168 verified DBE shortfall.

COUNT XX: FRAUD BY MAJOR ELECTRIC

427. On January 12, 2000, DOT Project No. 0174-0279 and Federal Aid Project No. MGS-00R(31) a project for the installation of new lights at various locations along U.S. Route 8 and U.S. Route 63 ("Project No. 0174-0279"), was put out to bid. M.J. Losito Electrical Contractors, Inc. ("Losito"), whose address is 98 Wooster Street, Bethel, CT 06801 was the low bidder on Project No. 0174-0279 and was awarded the project contract on March 21, 2000.

428. The Project No. 0174-0279 contract contained a DBE participation requirement which obligated the successful bidder to ensure ten (10%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

429. As a precondition of the award of the contract for Project No. 0174-0279, Losito submitted to the DOT for approval Losito's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items Losito intended its DBE to supply to the project.

430. Losito listed Major Electric as its DBE participant on the Project No. 0174-0279 DBE Participation Approval Request form which was signed by both Losito and Major Electric. Losito listed Major Electric as its DBE supplier for the following items: Roadway Luminaire; Underbridge Luminaire Pendant; Underbridge Luminaire Wall; Anchorage Adapter; Light Standard.

431. Unaware of Major Electric and ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as Losito's DBE supplier and awarded Losito the contract for Project No. 0174-0279.

432. On information and belief, Major Electric knowingly, intentionally and deceptively held itself out as a DBE supplier on Project No. 0174-0279. Major Electric did not act as a bona fide DBE supplier, since Major Electric itself knew that it could not supply and would not supply the materials needed for the project, and could not ship or receive such materials.

433. Had the DOT known that Major Electric was merely a sham-supplier for Losito, the DOT would not have approved the use of Major Electric as Losito's DBE supplier.

COUNT XXI: FRAUD BY MAJOR ELECTRIC

434. On February 28, 1996, DOT Project No. 0170-1101/1102 and Federal Aid Project No. STP-000S(450) and STP-000S(451), a project for the installation of variable message signs ("Project No. 0170-1101/1102"), was put out to bid. Semac Electric Co., Inc. ("Semac"), whose address is 45 Peter Court, New Britain, CT 06051 was the low bidder on Project No. 0170-1101/1102 and was awarded the project contract on December 9, 1992.

435. The Project No. 0170-1101/1102 contract contained a DBE participation requirement which obligated the successful bidder to ensure that six (6%) percent of the contract work was performed by a certified DBE. The contract incorporated the DBE requirements set forth in 49 CFR Part 23 and/or Part 26.

436. As a precondition to the award of the contract for Project No. 0170-1101/1102, Semac submitted to the DOT for approval Semac's DBE participation request form, setting forth the name of its proposed DBE material supplier and itemizing by type, quantity, bid price and amount subcontracted those items Semac intended its DBE to supply to the project.

437. Semac listed Major Electric as its DBE participant on the Project No. 0170-1101/1102 DBE Participation Approval Request form which was signed by both Semac and Major Electric. Semac listed Major Electric as its DBE supplier for the following items: Steel Sign Support Structures including Sign Brackets, Anchor Bolt Systems and Hardware; Tubular Cantilever Sign Supports, Catwalk and Framing for Cantilever Structures.

438. Unaware of Major Electric and ECI's falsified DBE records and documents from the earlier ECI projects, the DOT approved Major Electric as Semac's DBE supplier and awarded Semac the contract for Project No. 0170-1101/1102.

439. On information and belief, Major Electric knowingly, intentionally and deceptively held itself out to the DOT as a DBE supplier on Project No. 0170-1101/1102. Major Electric did not act as a bona fide DBE supplier, since Major Electric itself knew that it could not and would not supply the materials needed for the project, and could not ship or receive such materials.

440. Had the DOT known that Major Electric was merely a sham-supplier for Semac, the DOT would have withheld \$177,024.60 from Semac's contract payments, which represents the entire amount of Project No.'s 0170-1101/1102 DBE participation requirement.

COUNT XXII: BREACH OF CONTRACT

441. Paragraphs 1 through 17 of Count One are hereby incorporated and made paragraphs 442 through 459, as if fully set forth herein.

460. At all times relevant hereto and on information and belief, Marlin Controls, Inc. (hereinafter "Marlin"), a Connecticut corporation whose address is 36 Federal Road, Danbury,

CT was as it still is, the exclusive supplier of Peek traffic control systems for the State of Connecticut.

461. ECI ordered from and directly contracted with Marlin to supply the I-95 Project's traffic control systems, including the traffic controllers, loop detectors and closed loop detectors which ECI had designated as being supplied by Major Electric.

462. Major Electric acted as ECI's DBE sham-supplier on the I-95 Project, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

463. ECI breached the DBE Provisions of contract for the I-95 Project by using Major Electric, a sham-supplier, to satisfy the DBE requirements, when Marlin, a non-DBE entity was ECI's supplier.

464. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on the I-95 Project, the DOT will be required to remit to the FHWA \$199,102.13, the entire amount of the I-95 DBE participation requirement.

COUNT XXIII: BREACH OF CONTRACT

465. Paragraphs 37 through 52 of Count Two are hereby incorporated and made paragraphs 466 through 472, as if fully set forth herein.

473. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0171-0241/242, ECI was awarded the contract on or about May 4, 1995.

474. At all times relevant hereto and on information and belief, Marlin Controls, Inc. (hereinafter "Marlin"), a Connecticut corporation whose address is 36 Federal Road, Danbury,

CT was as it still is, the exclusive supplier of Peek traffic control systems for the State of Connecticut.

475. ECI ordered from and directly contracted with Marlin to supply the Full Actuated Controllers and the Loop Vehicle Detectors both manufactured by Peek Traffic, items certified by ECI as being supplied by Major Electric.

476. ECI ordered and directly contracted with Daktronics, Inc. (hereinafter "Daktronics"), whose address is in South Dakota, for the supply of the Motorist Aid Variable Message Sign, an item certified by ECI as being supplied by Major Electric.

477. ECI ordered and directly contracted with Value Engineered Products, Inc. (hereinafter "Value Engineered"), whose address is in Pennsylvania, for the Tubular Cantilever Sign Support, an item certified by ECI as being supplied by Major Electric.

478. Marlin supplied ECI with the Full Actuated Controllers and Loop Vehicle Detectors manufactured by Peek and shipped such items directly to the project sites or to ECI's Hartford office; Major Electric did not order, supply, ship, or receive these items.

479. Daktronics supplied ECI with the Motorist Aid Variable Message Sign system and shipped such item directly to ECI's Hartford office; Major Electric did not order, supply, ship, or receive this item.

480. Value Engineered supplied ECI with the Tubular Cantilever Sign Support and shipped such item directly to the project site address designated by ECI; Major Electric did not order, supply, ship, or receive this item.

481. Major Electric acted as ECI's DBE sham-supplier on Project No. 0171-0241/242, since Major Electric could not actually supply the materials needed for the project and could not ship or receive such materials.

482. ECI breached the DBE Provisions of contract for the Project No. 0171-0241/242 by using Major Electric, a broker, to satisfy the DBE requirements, when Marlin, Daktronics and Value Engineered, all non-DBE entities were ECI's suppliers.

483. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0171-0241/242, the DOT will be required to remit to the FHWA \$225,259.75, the entire amount of the project's DBE participation requirement.

COUNT XXIV: BREACH OF CONTRACT

484. Paragraphs 72 through 87 of Count Three are hereby incorporated and made paragraphs 485 through 491, as if fully set forth herein.

492. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0131-0175, ECI was awarded the contract on or about September 19, 1994.

493. Major Electric acted as ECI's DBE sham-supplier on Project No. 0131-0175, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

494. ECI breached the DBE Provisions of the contract for the Project No. 0131-0175 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

495. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0131-0175 the DOT will be required to remit to the FHWA \$36,566.00, the entire amount of the project's DBE participation requirement.

COUNT XXV: BREACH OF CONTRACT

496. Paragraphs 94 through 110 of Count Four are hereby incorporated and made paragraphs 497 through 503, as if fully set forth herein.

504. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0017-0138, ECI was awarded the contract on or about March 11, 1996.

505. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0017-0138, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

506. ECI breached the DBE Provisions of the contract for Project No. 0017-0138 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

507. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0017-0138 the DOT will be required to remit to the FHWA \$82,433.76, the entire amount of the project's DBE participation requirement.

COUNT XXVI: BREACH OF CONTRACT

508. Paragraphs 117 through 132 of Count Five are hereby incorporated and made paragraphs 509 through 515, as if fully set forth herein.

516. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0163-0171, ECI was awarded the contract on or about January 7, 1998.

517. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0163-0171, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

518. ECI breached the DBE Provisions of the contract for Project No. 0163-0171 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

519. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0163-0171 the DOT will be required to remit to the FHWA \$74,484.00, the entire amount of the project's DBE participation requirement.

COUNT XXVII: BREACH OF CONTRACT

520. Paragraphs 139 through 154 of Count Six are hereby incorporated and made paragraphs 521 through 527, as if fully set forth herein.

528. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0108-0168, ECI was awarded the contract on or about June 1, 1998.

529. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0108-0168, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

530. ECI breached the DBE Provisions of the contract for Project No. 0108-0168 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

531. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0108-0168, the DOT will be required to remit to the FHWA \$36,870.87, the entire amount of the DBE shortfall.

COUNT XXVIII: BREACH OF CONTRACT

532. Paragraphs 161 through 176 of Count Seven are hereby incorporated and made paragraphs 533 through 538, as if fully set forth herein.

539. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0103-0233, ECI was awarded the contract on or about June 1, 1998.

540. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0103-0233 since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

541. ECI breached the DBE Provisions of the contract for Project No. 0103-0233 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

542. Due to ECI's failure to use a DBE subcontractor on Project No. 0103-0233, the DOT will be required to remit to the FHWA \$38,293.00, the entire amount of the project's DBE participation requirement.

COUNT XXIX: BREACH OF CONTRACT

543. Paragraphs 183 through 199 of Count Eight are hereby incorporated and made paragraphs 544 through 550, as if fully set forth herein.

551. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0023-0120, ECI was awarded the contract on or about September 28, 1999.

552. On information and belief, Major Electric acted as ECI's DBE supplier-broker on Project No. 0023-0120, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

553. ECI breached the DBE Provisions of the contract for Project No. 0023-0120 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

554. Due to ECI's failure to use a DBE subcontractor on Project No. 0023-0120, the DOT will be required to remit to the FHWA \$44,933.85, the entire amount of the project's DBE participation requirement.

COUNT XXX: BREACH OF CONTRACT

555. Paragraphs 206 through 222 of Count Nine are hereby incorporated and made paragraphs 556 through 562, as if fully set forth herein.

563. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0007-0174, ECI was awarded the contract on or about July 22, 1998.

564. On information and belief, Major Electric acted as ECI's DBE supplier-broker on Project No. 0007-0174, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

565. ECI breached the DBE Provisions of the contract for Project No. 0007-0174 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

566. Due to ECI's failure to use a DBE subcontractor on Project No. 0007-0174, the DOT will be required to remit to the FHWA \$269,884.92, the entire amount of the project's DBE participation requirement.

COUNT XXXI: BREACH OF CONTRACT

567. Paragraphs 229 through 245 of Count Ten are hereby incorporated and made paragraphs 568 through 574, as if fully set forth herein.

575. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0042-0276, ECI was awarded the contract on or about January 7, 2000.

576. On information and belief, Major Electric acted as ECI's DBE supplier-broker on Project No. 0042-0276, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

577. ECI breached the DBE Provisions of the contract for Project No. 0042-0276 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

578. Due to ECI's failure to use a DBE subcontractor on Project No. 0042-0276, the DOT will be required to remit to the FHWA \$60,722.48, the entire amount of the DBE shortfall.

COUNT XXXII: BREACH OF CONTRACT

579. Paragraphs 252 through 268 of Count Eleven are hereby incorporated and made paragraph 580 through 586, as if fully set forth herein.

587. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0042-0281, ECI was awarded the contract on or about March 28, 2000.

588. On information and belief, Major Electric acted as ECI's DBE supplier-broker on Project No. 0042-0281, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

589. ECI breached the DBE Provisions of the contract for Project No. 0042-0281 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

590. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0042-0281, the DOT will be required to remit to the FHWA \$30,430.80, the entire amount of the project's DBE participation requirement.

COUNT XXXIII: BREACH OF CONTRACT

591. Paragraphs 275 through 291 of Count Twelve are hereby incorporated and made paragraphs 592 through 598, as if fully set forth herein.

599. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0063-0482, ECI was awarded the contract on or about October 8, 1992.

600. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0063-0482, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

601. ECI breached the DBE Provisions of the contract for Project No. 0063-0482 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

602. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0063-0482, the DOT will be required to remit to the FHWA \$42,796.00, the entire amount of the project's DBE participation requirement.

COUNT XXXIV: BREACH OF CONTRACT

603. Paragraphs 298 through 314 of Count Thirteen are hereby incorporated and made paragraphs 604 through 610, as if fully set forth herein.

611. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0135-0221, ECI was awarded the contract on or about July 31, 1995.

612. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0135-0221, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

613. ECI breached the DBE Provisions of the contract for Project No. 0135-0221 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

614. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0135-0221, the DOT will be required to remit to the FHWA \$12,010.79, the entire amount of the DBE shortfall.

COUNT XXXV: BREACH OF CONTRACT

615. Paragraphs 321 through 337 of Count Fourteen are hereby incorporated and made paragraphs 616 through 623, as if fully set forth herein.

624. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0148-0158 , ECI was awarded the contract on or about June 11, 1996.

625. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0148-0158, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

626. ECI breached the DBE Provisions of the contract for Project No. 0148-0158, by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

627. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0148-0158, the DOT will be required to remit to the FHWA \$56,864.43, the entire amount of the DBE shortfall.

COUNT XXXVI: BREACH OF CONTRACT

628. Paragraphs 344 through 360 of Count Fifteen are hereby incorporated and made paragraphs 629 through 635, as if fully set forth herein.

636. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0164-0218, ECI was awarded the contract on or about January 28, 2000.

637. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0164-0218, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

638. ECI breached the DBE Provisions of the contract for Project No. 0164-0218 by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

639. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0164-0218, the DOT will be required to remit to the FHWA \$118,205.04.00, the entire amount of the project's DBE participation requirement.

COUNT XXXVII: BREACH OF CONTRACT

640. Paragraphs 367 through 383 of Count Sixteen are hereby incorporated and made paragraphs 641 through 647, as if fully set forth herein.

648. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No. 0165-0286, ECI was awarded the contract on or about September 28, 1999.

649. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0165-0286, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

650. ECI breached the DBE Provisions of the contract for Project No. 0165-0286, by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

651. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0165-0286, the DOT will be required to remit to the FAA \$61,248.96, the entire amount of the project's DBE participation requirement.

COUNT XXXVIII: BREACH OF CONTRACT

652. Paragraphs 390 through 406 of Count Seventeen are hereby incorporated and made paragraphs 653 through 659, as if fully set forth herein.

660. The DOT approved Major Electric as ECI's DBE supplier and in reliance on ECI's DBE submittal for Project No.0171-0262, ECI was awarded the contract on or about October 27, 1997.

661. On information and belief, Major Electric acted as ECI's DBE sham-supplier on Project No. 0171-0262, since Major Electric knew it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

662. ECI breached the DBE Provisions of the contract for Project No. 0171-0262, by using Major Electric, a sham-supplier, to satisfy the DBE requirements.

663. Due to ECI's failure to use a legitimate, qualifying DBE subcontractor on Project No. 0171-0262, the DOT will be required to remit to the FHWA \$40,588.89.00, the entire amount of the DBE shortfall.

COUNT XXXIX: FRAUD IN THE INDUCEMENT

664. Paragraphs 434 through 438 of Count XXI are hereby incorporated and made paragraphs 665 through 669, as if fully set forth herein.

670. In order to induce the DOT to enter into the contract for Project No. 0170-1101/1102, Semac and Major Electric stated and represented to the DOT that Major Electric was a bone fide

DBE supplier, and would be employed as such by Semac to satisfy the DBE requirements under said contract.

671. The statements made by Semac and Major Electric to the DOT were false and fraudulent and were known to Semac and Major Electric to be false and fraudulent when made.

672. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0170-1101/1102, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

673. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0170-1101/1102, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

674. The contract for was voidable because of Semac and Major Electric's fraudulent representations. But for the completion of the contract on or about May 30, 1997, the DOT would have rescinded the contract because of Semac's failure to meet the applicable DBE participation requirements.

COUNT XL: FRAUD IN THE INDUCEMENT

675. Paragraphs 441 through 464 of Count XXII are hereby incorporated and made paragraphs 676 through 681, as if fully set forth herein.

682. In order to induce the DOT to enter into the I-95 Project contract, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

683. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

684. In truth and in fact, Major Electric was a "straw man," a sham-supplier on the I-95 Project, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

685. The DOT believed such statements and representations to be true and was induced thereby to enter into the I-95 Project contract, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

686. The I-95 Project contract was voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about May 28, 1998, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLI: FRAUD IN THE INDUCEMENT

687. Paragraphs 465 through 483 of Count XXIII are hereby incorporated and made paragraphs 688 through 699, as if fully set forth herein.

700. In order to induce the DOT to enter into the contract for Project No. 0171-0241/242, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

701. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

702. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0171-0241/242, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

703. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0171-0241/242, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

704. The contract for Project No. 0171-0241/242 was voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about July 14, 1997, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLII: FRAUD IN THE INDUCEMENT

705. Paragraphs 484 through 495 of Count XXIV are hereby incorporated and made paragraphs 706 through 710, as if fully set forth herein.

711. In order to induce the DOT to enter into the contract for Project No. 0131-0175, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

712. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

713. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0131-0175, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

714. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0131-0175, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

715. The contract for Project No. 0131-0175 was voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about October 30, 1995, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLIII: FRAUD IN THE INDUCEMENT

716. Paragraphs 496 through 507 of Count XXV are hereby incorporated and made paragraphs 717 through 721, as if fully set forth herein.

722. In order to induce the DOT to enter into the contract for Project No. 0017-0138, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

723. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

724. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0017-0138, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

725. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0017-0138, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

726. The contract for Project No. 0017-0138 was voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about November 4, 1997, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLIV: FRAUD IN THE INDUCEMENT

727. Paragraphs 508 through 519 of Count XXVI are hereby incorporated and made paragraphs 728 through 732, as if fully set forth herein.

733. In order to induce the DOT to enter into the contract for Project No. 0163-0171, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

734. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

735. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0163-0171, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

736. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0163-0171, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

737. The contract for Project No. 0163-0171 was voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about November 23, 1998, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLV: FRAUD IN THE INDUCEMENT

738. Paragraphs 520 through 531 of Count XXVII are hereby incorporated and made paragraphs 739 through 743, as if fully set forth herein.

744. In order to induce the DOT to enter into the contract for Project No. 0108-0168, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

745. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

746. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0108-0168, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

747. The DOT believed such statements and representations to be true and were induced thereby to enter into the contract for Project No. 0108-0168 and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

748. The contract for Project No. 0108-0168 was voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about June 30, 1999, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLVI: FRAUD IN THE INDUCEMENT

749. Paragraphs 591 through 602 of Count XXXIII are hereby incorporated and made paragraphs 750 through 754, as if fully set forth herein.

755. In order to induce the DOT to enter into the contract for Project No. 0063-0482 , ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

756. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

757. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0063-0482, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

758. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0063-0482, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

759. The contract for Project No. 0063-0482 is voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about October 8, 1992, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLVII: FRAUD IN THE INDUCEMENT

760. Paragraphs 603 through 614 of Count XXXIV are hereby incorporated and made paragraphs 761 through 765, as if fully set forth herein.

766. In order to induce the DOT to enter into the contract for Project No. 0135-0221, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

767. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

768. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0135-0221, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

769. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0135-0221, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

770. The contract for Project No. 0135-0221 is voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about June 11, 1996, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLVIII: FRAUD IN THE INDUCEMENT

771. Paragraphs 615 through 627 of Count XXXV are hereby incorporated and made paragraphs 772 through 776, as if fully set forth herein.

777. In order to induce the DOT to enter into the contract for Project No. 0148-0158, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

778. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

779. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0148-0158, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

780. The DOT believed such statements and representations to be true and were induced thereby to enter into the contract for Project No. 0148-0158, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

781. The contract for Project No. 0148-0158 is voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about April 7, 1998, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

COUNT XLIX: FRAUD IN THE INDUCEMENT

782. Paragraphs 652 through 663 of Count XXXVIII are hereby incorporated and made paragraphs 783 through 787, as if fully set forth herein.

788. In order to induce the DOT to enter into the contract for Project No. 0171-0262, ECI and Major Electric stated and represented to the DOT that Major Electric was a bone fide DBE supplier, and would be employed as such by ECI to satisfy the DBE requirements under such contract.

789. The statements made by ECI and Major Electric to the DOT were false and fraudulent and were known to ECI and Major Electric to be false and fraudulent when made.

790. In truth and in fact, Major Electric was a "straw man," a sham-supplier on Project No. 0171-0262, since Major Electric itself knew that it could not and would not actually supply the materials needed for the project and could not ship or receive such materials.

791. The DOT believed such statements and representations to be true and was induced thereby to enter into the contract for Project No. 0171-0262, and would not have entered into said contract had the DOT known the truth with regard to such statements and representations.

792. The contract for Project No. 0171-0262 is voidable because of ECI and Major Electric's fraudulent representations. But for the completion of the contract on or about October 7, 1998, the DOT would have rescinded the contract because of ECI's failure to meet the applicable DBE participation requirements.

WHEREFORE, the Plaintiff claims:

1. Money damages;
2. Punitive damages; and
3. Interest;
4. Attorney's fees;
5. Costs;
6. Any other relief as the Court may deem just a proper under the circumstances.

Dated at Hartford, Connecticut, this day of DECEMBER, 2000.

PLAINTIFF
STATE OF CONNECTICUT,
DEPARTMENT OF TRANSPORTATION

RICHARD BLUMENTHAL
ATTORNEY GENERAL

BY: _____
Nancy E. Arnold
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Hartford, CT 06141-0120
(860) 808-5090

RETURN DATE: JANUARY 2, 2001

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

PLAINTIFF : SUPERIOR COURT

v.

: JUDICIAL DISTRICT OF
: HARTFORD-NEW BRITAIN
: AT HARTFORD

ELECTRICAL CONTRACTORS, INC. and
MAJOR ELECTRIC SUPPLY CO., INC.

DEFENDANTS
2000

: DECEMBER 8, 2000NOVEMBER 7,

AMOUNT IN DEMAND

WHEREFORE, the Plaintiff claims money damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest and costs. Plaintiff also seeks equitable and other relief.

THE PLAINTIFF
STATE OF CONNECTICUT
DEPARTMENT OF
TRANSPORTATION

RICHARD BLUMENTHAL
ATTORNEY GENERAL

BY: _____

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