

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, ss.

SUPERIOR COURT

_____)	
Seacoast Newspapers, Inc.)	
)	
Plaintiff,)	
)	
v.)	Docket No.: 218-2019-CV-00377
)	
Union Leader Corporation and)	
Newspapers of New Hampshire, Inc.)	
)	
Defendants)	
_____)	

COUNTERCLAIM OF UNION LEADER CORPORATION

The defendant and plaintiff-in-counterclaim, Union Leader Corporation, (hereinafter “Union Leader”), hereby submits the following counterclaim against Seacoast Newspapers, Inc.:

PARTIES

1. The plaintiff-in-counterclaim, Union Leader, is a corporation organized and existing under the laws of the State of New Hampshire, with a principal place of business located at 100 William Loeb Drive, Manchester, New Hampshire;
2. The defendant-in-counterclaim, Seacoast Newspapers, Inc., (hereinafter “Seacoast”), is a corporation organized and existing under the laws of the State of New Hampshire, with a principal place of business located at 111 New Hampshire Avenue, Portsmouth, New Hampshire;

FACTS

3. In or around April 2013, Union Leader and Seacoast entered into a written agreement whereby Seacoast would provide industry standard printing related services and products to Union Leader in return for compensation;

4. Between June 18, 2018, and February 21, 2019, Seacoast failed to produce industry standard printing products to Union Leader on at least forty-seven (47) different occasions;
5. Union Leader timely notified Seacoast each time it failed to produce industry standard printing products to Union Leader;
6. Seacoast routinely ignored Union Leader's complaints and made no efforts to ensure that it produced industry standard printing products to Union Leader;

COUNT I
(Breach of Contract)

7. Union Leader repeats and realleges the allegations contained in paragraphs 1 through 6 above as if expressly set forth and rewritten herein;
8. In or around April 2013, Union Leader and Seacoast entered into a written agreement whereby Seacoast would provide industry standard printing related services and products to Union Leader in return for compensation;
9. Seacoast materially breached the agreement referenced in paragraph 8 above, when it failed to produce industry standard printing related services and products on at least forty-seven (47) separate occasions in less than twelve (12) months;
10. Union Leader has suffered monetary damages as a direct result of Seacoast's material breach of the agreement;

COUNT II
(Breach of the Covenant of Good Faith and Fair Dealing)

11. Union Leader repeats and realleges the allegations contained in paragraphs 1 through 10 above as if expressly set forth and rewritten herein;
12. In or around April 2013, Union Leader and Seacoast entered into a written agreement whereby Seacoast would provide industry standard printing related services and products to Union Leader in return for compensation;
13. Seacoast breached the implied covenant of good faith and fair dealing in the agreement referenced in paragraph 12 above by, among other things, routinely ignoring Union Leader's complaints and failing to take adequate

steps to ensure that Seacoast produced industry standard printing related services and products;

14. Union Leader has suffered monetary damages as a direct result of Seacoast's breach of the implied covenant of good faith and fair dealing;

WHEREFORE, Union Leader now prays that this Honorable Court enter a judgment of liability on its behalf and against Seacoast, that Union Leader be awarded monetary damages in an amount to be determined by a trier of fact, and grant such other and further relief as this Court deems just.

**UNION LEADER HEREBY DEMANDS A TRIAL
BY JURY ON ALL ISSUES SO TRIABLE.**

Respectfully submitted,
Union Leader Corporation,
by their attorney,

/s/ Gregory V. Sullivan
Gregory V. Sullivan
NH Bar# 2471
Malloy & Sullivan,
Lawyers Professional Corporation
59 Water Street,
Hingham, MA 02043
(781)749-4141
g.sullivan@msslpc.net

Dated: June 3, 2019

CERTIFICATE OF SERVICE

I, Gregory V. Sullivan, hereby certify that on June 3, 2019, I served the foregoing Counterclaim upon the attorneys of record for all parties by electronically filing same with the Clerk of Court using the Court's electronic filing system, which will automatically send email notification of such filing to registered attorneys of record.

/s/ Gregory V. Sullivan
Gregory V. Sullivan
NH Bar# 2471
Malloy & Sullivan,
Lawyers Professional Corporation
59 Water Street,
Hingham, MA 02043
(781)749-4141
g.sullivan@mslpc.net