

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

LOOKS GREAT SERVICES, INC.,

Index No. 608337/2022

Plaintiff,

AMENDED COMPLAINT

-against-

TWEED ROOSEVELT and THE THEODORE
ROOSEVELT ASSOCIATION,

Defendants.

Plaintiff, Looks Great Services, Inc. (“LGS”), as and for its Amended Complaint against defendants, Tweed Roosevelt (“Tweed”) and the Theodore Roosevelt Association (“TRA” and Tweed are collectively, the “Defendants”), states and alleges as follows:

NATURE OF THE ACTION

1. The Defendants knowingly and intentionally interfered with LGS’ contract with the National Park Service (the “Park Service”) to remove a valuable and historic Copper Beech Tree at Sagamore Hill in Nassau County, New York (the “Beech Tree”). This interference caused Park Service to breach LGS’ contract, resulting in significant financial losses to LGS.

2. Park Service awarded to LGS, PMIS 243751 Remove Diseased Copper Beech Tree at Theodore Roosevelt Home Landscape (the “Contract”). LGS bid the Contract for one cent, expressly communicating to Park Service, both prior to and after the award, that LGS was willing to perform the work for one cent because of the value of the Beech Tree to LGS and its intention to take possession of the tree and utilize the wood to craft historic goods.

3. Specifically, LGS shared its business plan with the Defendants in the spirit of making a donation to the TRA from the proceeds of the sales of goods and items manufactured

from the wood salvaged from the diseased Beech Tree that former president Theodore Roosevelt planted in front of his former Sagamore Hills home.

4. After learning of LGS's intentions to take possession of and monetize the Beech Tree, the Defendants stole LGS's business plan and utilized their political influence and economic pressure to have Park Service breach the Contract by terminating the Contract "for convenience" which was done in bad faith.

5. Even before LGS's Contract was breached under the pretext of a termination "for convenience," the Defendants wrongfully interfered with LGS's performance under the Contract by removing the canopy of Beech Tree, which included the tree branches and limbs. Thus, while LGS's Contract was active, the Defendants interfered with LGS's ability to perform under the Contract.

6. In doing so, the Defendants interfered with LGS's possessory right and property interest in the Beech Tree conferred by the Contract by first, secretly causing the removal of the canopy of the Beech Tree near or around the end of June 2019 (while LGS' contract was still active), and then, removing the remainder of the Beech Tree after the bad faith termination for convenience. The Defendants also further converted the Beech Tree by, upon information and belief, processing the trees and limbs for use on their Sagamore Hill Property.

7. LGS seeks damages equal to its expected earnings from the removal, processing, and sale of items made from the wood from the Beech Tree planted by Theodore Roosevelt.

PARTIES

8. LGS is a Delaware corporation with its principal place of business located at 7 Lawrence Hill Road, # 2, Huntington, New York 11743.

9. Defendant Tweed is an individual domiciled in Boston Massachusetts.

10. Defendant TRA is a 501(c)(3) charitable organization with a street address of 50 Audrey Avenue, Suite 301, Oyster Bay, New York 1171.

JURISDICTION AND VENUE

11. This action arises from tortious conduct carried out in Nassau County, New York.

12. Jurisdiction is conferred upon this Court by CPLR § 302, as the tortious acts raised in this complaint were performed in Nassau County, New York.

FACTUAL ALLEGATIONS

13. The Sagamore Hill National Historic Site located in Oyster Bay, New York was the home of the 26th President of the United States, Theodore Roosevelt. While a resident in the home, President Roosevelt purchased and planted several Copper Beech trees on the property. Over the last several years, the Beech Tree that is located in front of the home became diseased and required removal from the property.

14. Park Service issued Solicitation No. 0040424577 for the removal of the Beech Tree, with quotations due on March 13, 2019 (the “RFQ”). Specifically, the scope of work contained within the RFQ provided that the contractor was required to “Cut and Remove Copper Beech Tree from site.”

15. Implied within the scope of work was that the contractor would take possession of, and acquire a property interest in, the Beech Tree, being that the contractor was required to dispose of the tree in any legal manner they desired, as is customary and common practice for tree removal contractors to repurpose disposed wood into lumber, firewood, mulch and other items.

16. In response to the RFQ, LGS timely submitted a quotation for the amount of \$0.01 to remove and dispose of the tree.

17. After LGS’s submission, the Contracting Officer for Park Service (the “CO”), Scott Rydwell, called LGS and requested its rationale for quoting \$0.01 for the tree removal and

disposal. During the phone call, LGS explained its rationale, including that the tree had financial value to LGS and that it anticipated offsetting its costs of removal through monetizing the value of the wood from the Beech Tree.

18. Following the call, the CO followed-up by email on March 20, 2019 asking LGS to confirm in writing that its bid was, in fact, correct and genuine, as discussed with the CO during the call. LGS responded by email that same day confirming that the \$0.01 bid was correct, that it was fully aware of the associated costs with the project and that the Beech Tree had “historic and communal value” to LGS.

19. Based upon this discussion and the confirmatory email, Park Service notified LGS on March 21, 2019 that LGS was awarded the Contract. The award came one day after LGS’s conversation with the CO and written confirmation of the \$0.01 bid.

20. The Contract required that “all the work shall be completed within a fourteen (14) calendar day period from the notice to award, excluding holidays.” While the Contract required that LGS provide notice of its intent to start work, the Contract did not require any further notices to proceed from Park Service.

21. The Contract plainly stated that LGS was required to remove the Beech Tree from the property and “dispose of all debris.” The Contract did not restrict the manner in which LGS disposed of the Beech Tree after its removal from the property.

22. In that regard, the Contract effectively vested a possessory right and/or property interest in the Beech Tree to LGS because LGS was fully responsible for cutting, removing, and disposing of the Beech Tre in any manner that LGS saw fit.

23. In accordance with the Contract, LGS notified the CO on March 26, 2019 that it planned to start work on Friday, March 29, 2019.

24. On or around March 27, 2022, in accordance with the Contract, LGS's representative conducted an in-person site visit at Sagamore Hill with Park Service representative, Paul Cecere. During the site visit, Mr. Cecere explained that the Beech Tree was a "danger" and should be taken down "as soon as possible" because it was a threat to both persons and property. LGS's representative assured Mr. Cecere that the Beech Tree would safely be removed from the property in accordance with the Contract and all federal, state and local regulations.

25. When Mr. Cecere asked why LGS bid the Contract for a penny, LGS's representative explained that they planned on salvaging the Beech Tree and its wood because it was valuable and historic. Shockingly, Mr. Cecere responded that "they would never allow that" and, without any authority under the Contract whatsoever, Mr. Cecere advised LGS's representative that they were required to chip the Beech Tree upon its removal and to spread the mulch on the trails within the Sagamore Hill property.

26. The very next day, on March 28, 2019, the CO abruptly advised LGS that it did not have "notice to proceed and cannot commence work on March 29th." The CO's explanation for stopping the Contract work was "due to concerns that the National Park Service has with disposition of the materials."

27. The CO's email advising LGS was, in itself, a breach of the Contract in that the CO failed to issue a formal Stop-Work Order. Rather, the CO merely sent an email stating that it could not commence work.

28. By email dated March 29, 2019, LGS notified the CO that the cost to safely and properly remove the Beech Tree and dispose of it would be offset by the profit realized by LGS once the work was complete and the wood from the Beech Tree would be recovered and preserved.

29. Shortly thereafter, a nonparty to the Contract and descendent of President Roosevelt, Mr. Tweed Roosevelt (“Tweed”), informed LGS by email of his conversation with certain employees from Park Service who advised that there was “no urgency” in cutting down the tree and that the Park Service was “looking into the legality of saving the wood and finding some kind of use for it as fundraisers.”

30. Tweed’s email was alarming to LGS in that he was not the CO under the Contract, nor did he have any decision-making authority under the Contract with respect to the removal of the Beech Tree, or otherwise.

31. Moreover, Tweed’s statement that there was now “no urgency” for the Beech Tree’s removal was directly at odds with Mr. Cecere’s prior statement to LGS that the Beech Tree needed to be removed “as soon as possible” because it was a “danger” both to persons and property.

32. Tweed’s reference to “finding some kind of use for” the wood was exactly the business plan that LGS had envisioned, and previously advised the CO, by offsetting the cost of removal of the tree with the recovery, preservation and sale of goods manufactured from the wood from the Beech Tree and was a key expectational interest of LGS when bidding the RFQ and entering into the Contract—indeed, the Contract clearly provided that the LGS would take possession of the tree and dispose of it as it saw fit.

33. Upon information and belief, the Defendants utilized their status and political capital – given that Tweed was a direct descendent of President Roosevelt and the TRA was dedicated to preserving President Roosevelt’s legacy – to influence Park Service to unlawfully halt LGS’s performance under the Contact so that the Defendants could utilize LGS’s business plan to preserve their own political interests and to harm LGS for attempting to lawfully profit from goods derived and manufactured from a historic tree that was planted by Tweed’s ancestor.

34. Furthering evidencing their bad faith conduct, Park Service, at the direction of the Defendants, secretly engaged a third party to begin removing the tree by cutting down the canopy of the Beech Tree (approximately the top half of the Beech Tree), beginning near or around the end of June 2019.

35. Given the Beech Tree's historical significance, the unlawful removal of the canopy of the Beech Tree was showcased by, without limitation, CBS News which evidenced the Beech Tree's improper removal and Park Service's breach of, and the Defendants' interference with, the Contract. See <https://www.cbsnews.com/newyork/news/teddy-roosevelt-tree-chopped-down/>.

36. Incredibly, CBS News' report confirms that Park Service breached the Contract and that the Defendants effectively stole LGS' business plan that was disclosed to both the CO and the Defendants, reporting and quoting Tweed as follows:

Tree limbs were the first to go. Tree removal experts started cutting it down Tuesday morning. The tree's trunk will be removed on July 1, but Tweed Roosevelt says the legacy will live on. Saplings will be replanted in the same spot, while the tree's wood will find other uses.

"We're going to store this tree, turn it into furniture and other things, plaques, and one of the things we're really pleased to do is make benches here for the park so people can sit in it," Tweed said.

(Emphasis supplied).

37. On or about June 28, 2019, Park Service ordered that no party should perform any work related to the removal of the Beech Tree.

38. Counsel for Defendants confirmed that no further action would be taken on July 1, 2019.

39. Upon information and belief, Park Service engaged or allowed the third party to remove the remainder of the Beech Tree on or around November 18, 2019.

40. At the time of Park Service's improper removal of the canopy of the Beech Tree, no Stop-Work Order had been issued by the CO to LGS, nor had the Contract been properly terminated or modified in any way.

41. Upon information and belief, the third party that performed LGS' scope of work is a large business concern that was not procured through any competitive bidding process by Park Service, furthering evidencing Park Service's bad faith and the Defendants' unlawful conduct.

42. Upon information and belief, the third party that performed the tree removal did so at the behest and direction of the Defendants, while working in concert with Park Service, who utilized their political influence and economic pressure.

43. On August 19, 2019, after the Beech Tree canopy had been effectively disposed of, depriving LGS of any benefit conferred to it under the express terms of the Contract, Park Service further breached the Contract by terminating the Contract "for convenience" which was done in bad faith and based on the Defendants' intentional and improper interference with the Contract.

44. But for the Defendants' unlawful and improper interference, Park Service would not have breached the Contract and LGS would have been permitted to remove, process, and sell the wood derived from the Beech Tree.

45. Since the Beech Tree's removal beginning in or around June 2019, the Defendants currently maintain possession of the Beech Tree and utilized the same hauling company, drying kiln, and wood mill that LGS intended to use.

46. The Defendants have unlawfully and improperly usurped LGS' business plan to monetize the tree for their ill-conceived benefit.

FIRST CAUSE OF ACTION
(Tortious Interference with Contract)

47. LGS repeats and realleges each of the foregoing allegations as if fully set forth herein.

48. LGS had a valid and binding Contract with Park Service to remove the Beech Tree from the Sagamore Hill property.

49. The Defendants were aware of the Contract between LGS and Park Service to remove the Beech Tree.

50. The Defendants were aware of LGS' intent to dry, process, and sell the wood derived from the Beech Tree given its historic value and significance.

51. The Defendants intentionally induced Park Service to breach the Contract by: (i) causing Park Service to halt LGS's performance under the Contract by improperly advising LGS that it did not have notice to proceed with the removal of the Beech Tree; (ii) causing Park Service to engage third-parties to cut down and remove the canopy of the Beech Tree while the Contract with LGS was still active and without any authority or legal right, and then remove the remainder of the Beech Tree; and (iii) causing Park Service to breach the Contract by terminating the Contract "for convenience" in bad faith.

52. In addition to intentionally inducing Park Service to breach the Contract, the Defendants' aforementioned conduct rendered LGS' performance under the Contract impossible because the Defendants cut down the Beech Tree and converted the wood derived from the Beech Tree for their own use.

53. But for the Defendants' interference with the Contract, LGS would have obtained the benefit of its bargain with Park Service, including the right to sell products manufactured or derived from the Beech Tree.

54. As a result of the Defendants' wrongful and improper conduct, LGS suffered damages, in an amount to be determined at trial, including, without limitation, lost profits on the sale of goods manufactured and derived from the Beech Tree.

SECOND CAUSE OF ACTION
(Tortious Interference with Business Relations)

55. LGS repeats and realleges each of the foregoing allegations as if fully set forth herein.

56. In reliance on the award of the Contract, LGS had engaged transportation companies, mills, processing companies, woodworkers, and other vendors to process, dry, and sell goods derived from the Beech Tree.

57. At all relevant times herein, the Defendants were aware of these prospective contracts, negotiations and business relationships as LGS informed the Defendants about its business plan and the process that LGS would utilize to remove and manufacture goods derived from the Beech Tree to further preserve President's Roosevelt legacy, including LGS's intentions to donate some of the proceeds from the sale of goods manufactured and derived from the Beech Tree to the TRA.

58. After improperly and unlawfully usurping LGS's business plan sell goods manufactured and derived from the Beech Tree, the Defendants contacted the same hauling company and wood processing mill that LGS intended to use and made false statements and/or misrepresented to them that LGS's Contract had been lawfully terminated, rather than unlawfully breached, in order to obtain the benefits of the prospective contracts, negotiations and business relationships that LGS intended to benefit from.

59. The Defendants intentionally induced Park Service to breach the Contract by: (i) causing Park Service to halt LGS's performance under the Contract by improperly advising LGS

that it did not have notice to proceed with the removal of the Beech Tree; (ii) causing Park Service to engage third-parties to cut down and remove the canopy of the Beech Tree while the Contract with LGS was still active and without any authority or legal right, and then removing the remainder of the Beech Tree; and (iii) causing Park Service to breach the Contract by terminating the Contract “for convenience” in bad faith.

60. The Defendants’ aforementioned conduct was wrongful in that it was undertaken for the sole purpose to harm LGS because LGS sought to lawfully profit from sale of goods manufactured and derived from the Beech Tree which was essentially a family heirloom and had significant sentimental value to Tweed and historical value to the TRA.

61. The Defendants’ aforementioned conduct was unlawful in that they made false statements and/or misrepresented to third parties with whom LGS had prospective contracts, negotiations and business relationships with that LGS’s Contract had been lawfully terminated, rather than unlawfully breached.

62. But for the Defendants’ wrongful and unlawful interference with the Contract and LGS’s business relationships, the transportation companies, mills, processing companies, and woodworkers would have entered into contractual relationships with LGS to transport and further process the wood derived from the Beech Tree.

63. As a result of the Defendants’ wrongful and improper conduct, LGS suffered damages, in an amount to be determined at trial, including, without limitation, lost profits on the sale of goods manufactured and derived from the Beech Tree.

THIRD CAUSE OF ACTION
(Conversion)

64. LGS repeats and realleges each of the foregoing allegations as if fully set forth herein.

65. LGS had a possessory right and/or property interest in the Beech Tree pursuant to the terms of the Contract and the understandings between LGS, the CO and Park Service.

66. Upon entering the Contract with Park Service, LGS had a legal right to remove and take possession of the Beech Tree without any further notice to proceed from Park Service.

67. LGS's possessory right and/or property interest in the Beech Tree was confirmed in phone conversations and email correspondences with the CO and Park Service personnel before and after Park Service awarded the Contract to LGS.

68. Beginning in or around June 2019, while LGS's Contract with Park Service was still active, and prior to any purported breach under the guise of a termination "for convenience" which was done in bad faith, the Defendants interfered with, and exercised dominion over, the Beech Tree in derogation of LGS's possessory right and/or property interest in the Beech Tree by first, causing the removal of the canopy of the Beech Tree and then, causing the removal of the remainder of the Beech Tree.

69. Upon information and belief, the Defendants further exercised dominion and control over the Beech Tree in derogation of LGS's possessory right and/or property interest in the Beech Tree by causing the limbs and branches of the Beech Tree to be mulched, chipped, and otherwise destroyed, and spread the mulch on the Sagamore Hill Property, to the exclusion of LGS.

70. These branches and limbs belonged to LGS and had value in that LGS intended to transform these limbs and branches into walking sticks, rifle stocks, planks, coasters, and other goods for sale. LGS also intended to capture and sell the sawdust as part of its business plan.

71. As a result of the Defendants' wrongful and improper exercise of dominion and control over LGS's possessory right and/or property interest in the Beech Tree, LGS suffered

damages, in an amount to be determined at trial, including, without limitation, lost profits on the sale of goods manufactured and derived from the Beech Tree.

WHEREFORE, Plaintiff, Looks Great Services, Inc., respectfully requests judgment against Defendants, Tweed Roosevelt and the Theodore Roosevelt Association, and the following relief:

- a. On the First Cause of Action: an award of damages in an amount to be determined by the Court at trial, plus interest, attorneys' fees, costs and disbursements;
- b. On the Second Cause of Action: an award of damages in an amount to be determined by the Court at trial, plus interest, attorneys' fees, costs and disbursements;
- c. On the Third Cause of Action: an award of damages in an amount to be determined by the Court at trial, plus interest, attorneys' fees, costs and disbursements; and
- d. Such other and further relief that the Court deems just, equitable and proper.

Dated: New York, New York
October 18, 2022

COLE SCHOTZ P.C.

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