

RETURN DATE: SEPTEMBER 23, 2025 : SUPERIOR COURT
CROSSROADS ENTERPRISE NORTHEAST, INC., : J.D. OF BRIDGEPORT
V. : AT BRIDGEPORT
HEALY CONSTRUCTION SERVICES, INC., :
GF 130 HONEYSPOOT ROAD, LLC, :
M&L WANDERLUST II, LLC AND :
M&L WANDERLUST IV, LLC : JULY 31, 2025

COMPLAINT

FIRST COUNT

1. At all relevant times, plaintiff, Crossroads Enterprise Northeast, Inc. ("Plaintiff"), was and is a corporation duly authorized to conduct business in the State of New York, with a place of business at 54 E. Hook Cross Road, Hopewell Junction, NY 12533.

2. Upon information and belief, defendant, Healy Construction Services, Inc. ("Healy"), is a foreign corporation, doing business in the State of Connecticut, with a principal place of business at 14000 S. Keeler Avenue, Crestwood, IL 60418.

3. Upon information and belief, defendant, GF 130 Honeyspot Road, LLC ("GF 130"), is a foreign limited liability company, authorized to do business in the State of Connecticut, with its principal place of business at 189 S. Barksdale Street, Memphis, TN 38104.

4. Upon information and belief, defendant, M&L Wanderlust II, LLC ("MLII"), is a foreign limited liability company, doing business in the State of Connecticut, with a principal place of business at 155 N. Lake Avenue, 11th Fl., Pasadena, CA 91101.

5. Upon information and belief, defendant, M&L Wanderlust IV, LLC ("MLIV"; collectively, GF 130, MLII and MLIV shall be referred to as the "Owners"), is a foreign limited liability company, doing business in the State of Connecticut, with a principal place of business

at 155 N. Lake Avenue, 11th Fl., Pasadena, CA 91101.

6. The Owners are the owners in fee simple of the real property located at 130 Honeyspot Road, Stratford, CT (the "Premises").

7. Upon information and belief, Healy and the Owners entered into a contract for the construction, raising, removal or repair of buildings or the development of certain lots located at the Premises (hereinafter the "Project").

8. Healy then entered into an agreement ("Agreement") with Plaintiff, whereby Plaintiff agreed to perform services and furnish materials for the improvement of the Premises.

9. Thereafter, from October 9, 2024 to February 20, 2025, pursuant to said Agreement, Plaintiff furnished services and materials such as framing/drywall, millwork, shoring, and siding and painting for the Project.

10. Plaintiff fully performed its obligations under the Agreement, except those waived and/or prevented by Healy, and is not in default of any of the Agreement's terms and conditions.

11. Plaintiff submitted demands for payment to Healy.

12. However, Healy failed to make any payments.

13. There is a remaining balance of \$265,390.00 due and owing to Plaintiff from Healy for the labor and materials it provided at the Project to Healy.

14. Healy's actions constitute a breach of contract with Plaintiff, thereby causing damages to Plaintiff.

15. By reason of the foregoing, Plaintiff is entitled to recover from Healy the sum of \$265,390.00, plus interest thereon from February 20, 2025, together with all costs, disbursements and reasonable attorney's fees.

SECOND COUNT

16. The foregoing paragraphs are made a part hereof as if more fully set forth at length herein.

17. As a result of the foregoing, Healy has been unjustly enriched in that it has received the benefit of the labor and materials provided by Plaintiff without paying for same to the detriment of Plaintiff.

18. As a direct result of Healy's refusal to pay said monies over to Plaintiff, in the event the Court determines that the Agreement did not exist or is unenforceable, Plaintiff has suffered and continues to suffer damages, in the amount of \$265,390.00, plus interest thereon from February 20, 2025.

THIRD COUNT

19. The foregoing paragraphs are made a part hereof as if more fully set forth at length herein.

20. The reasonable value of the labor and materials Plaintiff provided to Healy towards the improvement of Premises, for which payment has not been made is \$265,390.00.

21. Healy directly benefitted from the labor and materials provided by Plaintiff.

22. Plaintiff is entitled to the fair market value of said labor and materials, in the amount of \$265,390.00, plus interest thereon from February 20, 2025.

FOURTH COUNT

23. The foregoing paragraphs are made a part hereof as if more fully set forth at length herein.

24. Plaintiff has regularly billed Healy for the labor and materials it provided at the Project.

25. Healy has received, accepted and retained the bills without objection and has failed and refused to pay same, despite demand therefor.

26. By reason of the foregoing, Plaintiff is entitled to recover from Healy, based upon an account stated, the sum of \$265,390.00, plus interest, together with all costs, disbursements and reasonable attorney's fees.

FIFTH COUNT

27. The foregoing paragraphs are made a part hereof as if more fully set forth at length herein.

28. On March 10, 2025, Plaintiff, to secure the balance of \$265,390.00 due under the Agreement, filed a certificate of mechanic's lien in writing, duly signed and sworn to by Plaintiff, with the Town Clerk of Stratford, which certificate was duly recorded in said Town's land records, at Book 4928, Page 262. (See, Exhibit "1", annexed hereto).

29. A true and attested copy of the certificate of lien was served on defendants on March 13, 2025.

30. No part of the sum of \$265,390.00 has been paid by any of the defendants.

WHEREFORE, the plaintiff, Crossroads Enterprise Northeast Inc., demands judgment as follows:

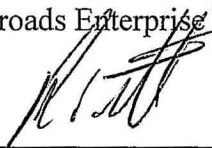
1. On its first cause of action against defendant, Healy Construction Services Inc., for breach of contract, in the sum of \$265,390.00, plus interest thereon from February 20, 2025, together with all costs, disbursements and reasonable attorney's fees;
2. On its second cause of action against defendant, Healy Construction Services Inc., for unjust enrichment, in the sum of \$265,390.00, plus interest thereon from

February 20, 2025;

3. On its third cause of action against defendant, Healy Construction Services Inc., for quantum meruit, in the sum of \$265,390.00, plus interest thereon from February 20, 2025;
4. On its fourth cause of action against defendant, Healy Construction Services Inc., for an account stated, in the sum of \$265,390.00, plus interest thereon from February 20, 2025, together with all costs, disbursements and reasonable attorney's fees;
5. On its fifth cause of action against defendants, Healy Construction Services Inc., GF 130 Honeyspot Road, LLC, M&L Wanderlust II, LLC, and M&L Wanderlust IV, LLC, to foreclose the mechanic's lien, in the sum of \$265,390.00, plus interest thereon from February 20, 2025, together with possession of the Premises, and damages; and
6. Such other relief at law or equity this Court may deem just and proper.

Dated: Uniondale, New York
July 31, 2025

The Plaintiff,
Crossroads Enterprise Northeast Inc.

By:  _____

Keith J. Frank, Esq.
FORCHELLI DEEGAN TERRANA LLP
333 Earle Ovington Boulevard, Suite 1010
Uniondale, NY 11553
(516) 248-1700
kfrank@forchellilaw.com
Juris. No. 400840

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STATEMENT OF AMOUNT IN DEMAND

The plaintiff in the above-entitled action hereby claims monetary damages in the amount
of TWO HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED NINETY DOLLARS.
(\$265,390.00).

The Plaintiff,
Crossroads Enterprise Northeast Inc.

By: 
Keith J. Frank, Esq.

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EXHIBIT 1



MECHANIC'S LIEN

Susan M. Pawluk, Town Clerk

CROSSROADS ENTERPRISE NORTHEAST INC., Claimant

Business Address 54 E. Hook Cross Road
Hopewell Junction, NY 12533

- against -

GF 130 HONEYSPOUT ROAD, LLC, M&L WANDERLUST II, LLC
and M&L WANDERLUST IV, LLC,

Owners

HEALY CONSTRUCTION SERVICES, INC., Contractor

CERTIFICATE OF LIEN

Amount \$265,390.00

Premises known as:

130 Honeyspot Road
Stratford, CT

Volume: 4887 and Page: 75

Record and Return to:
FORCHELLI DEEGAN TERRANA LLP
Attorneys for Lienor
333 Earle Ovington Boulevard, Suite 1010
Uniondale, NY 11553
(516) 248-1700

CERTIFICATE OF LIEN - CORPORATION

(Conn. Gen. Stat. §49-34)

COMES NOW, Dennis Lore, as the President of Crossroads Enterprise Northeast Inc., a New York corporation having a place of business at 54 E. Hook Cross Road, Hopewell Junction, NY 12533, stating as follows:

1. Crossroads Enterprise Northeast Inc. has performed services or furnished materials for the improvement of real property described as:
130 Honeyspot Road, Stratford, Connecticut
Volume: 4887
Page: 75
2. On or about October 9, 2024, Crossroads Enterprise Northeast Inc. commenced performing services or furnishing materials, which was for the framing/drywall, millwork, shoring, siding and painting, for the improvement of the above-described property.
3. The Owners of said property are GF 130 Honeyspot Road, LLC, M&L Wanderlust II, LLC and M&L Wanderlust IV, LLC. The name of the person for whom Crossroads Enterprise Northeast Inc. furnished services, labor or materials for the improvement of the above-described property is Healy Construction Services, Inc.
4. The undersigned is justly due, as nearly as can be ascertained, the amount of \$265,390.00, for the furnishing of said services, labor or materials and is entitled to a lien for said amount.
5. The last day on which Crossroads Enterprise Northeast Inc. furnished services, labor or materials for the improvement of the above-described property was February 20, 2025.

This the day of March, 2025.



Signature

Dennis Lore

Name

President

Title

Crossroads Enterprise Northeast Inc.

Corporation

VERIFICATION

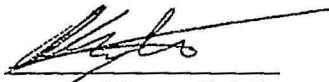
STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

Dennis Lore, being duly sworn, deposes and says that deponent is the President of Crossroads Enterprise Northeast Inc. herein, that deponent has read the foregoing certificate of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows:

Books and records of the corporation.

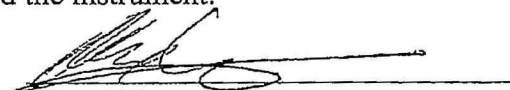

Dennis Lore

Sworn to before me this 3
day of March, 2025

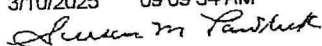

Notary Public

STATE OF NEW YORK)
)ss:
COUNTY OF DUTCHESS)

On March 3, 2025, before me, the undersigned, personally appeared Dennis Lore, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

RECEIVED FOR RECORD AT STRATFORD, CT
3/10/2025 09 09 54 AM



Stratford Town Clerk

MECHANICS LIEN
4928/262

ALEXANDER GEORGE VITARIUS
Notary Public, State of New York
No. 01VI0025332
Qualified in Dutchess County
Commission Expires May 30, 2028