

DOCKET NO.: FBT-CV-25-6150363-S	:	SUPERIOR COURT
	:	
CROSSROADS ENTERPRISE NORTHEAST, INC.	:	J.D. OF BRIDGEPORT
	:	
Plaintiff	:	
	:	
v.	:	AT BRIDGEPORT
	:	
	:	November 7, 2025
HEALY CONSTRUCTION SERVICES, INC.; GF 130 HONEYSPOOT ROAD, LLC; M&L WANDERLUST II, LLC; AND M&L WANDERLUST IV, LLC		
Defendants.		

DEFENDANT HEALY CONSTRUCTION SERVICES, INC.'S ANSWER, SPECIAL DEFENSES, CROSSCLAIM AND COUNTERCLAIM TO PLAINTIFF 'S COMPLAINT

Defendant, Healy Construction Services, Inc. ("Healy"), hereby answers the July 31, 2025 Complaint (the "Complaint") filed by Plaintiff, Crossroads Enterprise Northeast, Inc. ("Crossroads"), and further responds by way of Special Defenses as follows:

FIRST COUNT

1. Healy lacks sufficient knowledge or information upon which to form a belief as to the allegations of Paragraph 1 of the Complaint and therefore leaves Plaintiff to its proof.
2. Healy admits the allegations in Paragraph 2 of the Complaint.
3. Healy lacks sufficient knowledge or information upon which to form a belief as to the allegations of Paragraph 3 of the Complaint and therefore leaves Plaintiff to its proof.

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4. Healy lacks sufficient knowledge or information upon which to form a belief as to the allegations of Paragraph 4 of the Complaint and therefore leaves Plaintiff to its proof.

5. Healy lacks sufficient knowledge or information upon which to form a belief as to the allegations of Paragraph 5 of the Complaint and therefore leaves Plaintiff to its proof.

6. Healy lacks sufficient knowledge or information upon which to form a belief as to the allegations of Paragraph 6 of the Complaint and therefore leaves Plaintiff to its proof.

7. Healy admits that on or about September 24, 2024 it entered into a contract with C3 EJV II, LLC in connection with the premises at 130 Honeyspot Road, Stratford, CT (the “Contract”) to renovate a building for use as a commercial cannabis store called the “High Profile Stratford, CT” store (the “Project”) and denies the balance of the allegations in Paragraph 7 of the Complaint. Healy refers the Court to the contents of the Contract for its true terms and conditions.

8. Healy admits that on or about October 4, 2024 it entered into a subcontract with Plaintiff in connection with the Project pursuant to which, in exchange for the lump sum of \$26,500 Crossroads agreed to provide demolition services in connection with the Project (the “Demolition Subcontract”). Healy also admits that on or about October 4, 2024, in exchange for the lump sum of \$209,640, Crossroads agreed to provide millwork install, carpentry, siding and painting services in connection with the Project (the “Multi-scope Subcontract”). Healy denies the balance of the allegations in Paragraph 8 of the Complaint. Healy refers the Court to the contents of the Demolition Subcontract and the Multi-scope Subcontract for their true terms and conditions.

9. Healy admits that Crossroads performed labor and provided certain material in connection with the Project and denies the balance of the allegations in Paragraph 9 of the Complaint.

10. Healy denies the allegations in Paragraph 10 of the Complaint.

11. Healy admits that Crossroads submitted payment applications to Healy in connection with the Project and denies the balance of the allegations in Paragraph 11 of the Complaint.

12. Healy denies the allegations in Paragraph 12 of the Complaint.

13. Healy denies the allegations in Paragraph 13 of the Complaint.

14. Healy denies the allegations in Paragraph 14 of the Complaint.

15. Healy denies the allegations in Paragraph 15 of the Complaint.

SECOND COUNT

16. Healy repeats and realleges its responses to Paragraphs 1-15 as if fully set forth herein.

17. Healy denies the allegations in Paragraph 17 of the Complaint.

18. Healy denies the allegations in Paragraph 18 of the Complaint.

THIRD COUNT

19. Healy repeats and realleges its responses to Paragraphs 1-18 as if fully set forth herein.

20. Healy denies the allegations in Paragraph 20 of the Complaint.

21. Healy denies the allegations in Paragraph 21 of the Complaint.

22. Healy denies the allegations in Paragraph 22 of the Complaint.

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FOURTH COUNT

23. Healy repeats and realleges its responses to Paragraphs 1-22 as if fully set forth herein.

24. Healy admits that Crossroads submitted payment applications to Healy in connection with the Project and denies the balance of the allegations in Paragraph 24 of the Complaint.

25. Healy denies the allegations in Paragraph 25 of the Complaint.

26. Healy denies the allegations in Paragraph 26 of the Complaint.

FIFTH COUNT

27. Healy repeats and realleges its responses to Paragraphs 1-26 as if fully set forth herein.

28. Healy lacks sufficient knowledge or information upon which to form a belief as to the allegations of Paragraph 28 of the Complaint and therefore leaves Plaintiff to its proof.

29. Healy admits that it received a copy of a document entitled "Mechanic's Lien" in connection with the Project and denies the balance of the allegations in Paragraph 29 of the Complaint.

30. Healy denies the allegations contained in Paragraph 30 of the Complaint.

SPECIAL DEFENSES

FIRST SPECIAL DEFENSE AS TO ALL COUNTS

Plaintiff Crossroads is not entitled to the relief sought because the Complaint fails to state a cause of action upon which relief can be granted.

SECOND SPECIAL DEFENSE AS TO THE FIFTH COUNT

Plaintiff Crossroads has failed to plead the necessary facts to support its lien foreclosure cause of action.

THIRD SPECIAL DEFENSE AS TO THE FIFTH COUNT

Plaintiff Crossroads has filed a defective mechanic's lien.

FOURTH SPECIAL DEFENSE AS TO ALL COUNTS

Defendant Healy has not been paid by the Owner of the Project for the amounts demanded by Crossroads in the Complaint.

RESERVATION OF DEFENSES

Defendant Healy reserves the right to interpose any additional defenses that may be uncovered as discovery proceeds in this matter.

CROSSCLAIMS AND COUNTERCLAIM

Counterclaim/ Crossclaim Plaintiff Healy Construction Services, Inc. ("Healy") as and for its Counterclaims against Plaintiff, Crossroads Enterprise Northeast, Inc. ("Crossroads") and Crossclaims against Defendants, GF 130 Honeyspot Road, LLC; M&L Wanderlust II, LLC; and M&L Wanderlust IV, LLC.

Parties

1. At all relevant times, Healy was and is a foreign corporation, authorized to do business in the state of Connecticut with a principal place of business at 14000 S. Keeler Avenue, Crestwood, IL 60418.

2. Upon information and belief, Crossroads was and is a corporation authorized to do business in the State of Connecticut, with a place of business at 54 East Hook Cross Road, Hopewell Junction, New York 12533.
3. Upon information and belief, defendant GF 130 Honeyspot Road, LLC (“GF 130”) is a foreign limited liability company, doing business in the State of Connecticut with a principal place of business at 189 S. Barksdale Street, Memphis, TN 38104.
4. Upon information and belief, defendant M&L Wanderlust II, LLC (“ML II”) is a foreign limited liability company, doing business in the State of Connecticut, with a principal place of business at 155 North Lake Avenue, 11th Floor, Pasadena, CA 91101.
5. Upon information and belief, defendant M&L Wanderlust IV, LLC (“ML IV”) is a foreign limited liability company, doing business in the State of Connecticut, with a principal place of business at 155 North Lake Avenue, 11th Floor, Pasadena, CA 91101.

Jurisdiction

6. This Court has jurisdiction over the subject matter of this action, which alleges causes of action arising from the same construction project and same parcel of land at 130 Honeyspot Road, Stratford, CT (the “Premises”), as described in the main complaint.
7. This Court has personal jurisdiction over Crossroads because it conducts business in the State of Connecticut.
8. This Court has personal jurisdiction over GF 130 because it conducts business in the State of Connecticut.
9. This Court has personal jurisdiction over ML II because it conducts business in the State of Connecticut.

10. This Court has personal jurisdiction over ML IV because it conducts business in the State of Connecticut.

11. Venue is proper in this judicial district pursuant to Connecticut General Statutes, section 51-345.

FACTUAL BACKGROUND

12. On or about September 24, 2024 C3 EJV II, LLC, as owner, retained Healy to perform labor and provide material as a general contractor for the renovation of an existing structure at 130 Honeyspot Road Stratford, CT into a commercial cannabis store (the “Project” and the “GC Contract”).

13. On or about October 4, 2024 Healy, as general contractor, through two written contracts, retained Crossroads, as subcontractor, to perform labor and provide material for the construction of the Project (the “Subcontracts”).

14. Although Healy completed its work under the GC Contract to the extent it was allowed, C3 EJV II, LLC failed to pay it the amount of \$475,990.11 that remains due and owing.

15. Although Healy completed its work under the GC Contract and improved land owned by Defendants GF 130, ML II, and ML IV (collectively the “Owners”), the Owners have failed to pay Healy the amount of \$475,990.11 that remains due and owing.

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CAUSES OF ACTION

COUNTERCLAIM AND CROSSCLAIM COUNT ONE- MECHANIC'S LIEN FORECLOSURE AGAINST THE OWNERS AND CROSSROADS

Paragraphs 1-15 of the Counterclaim and Crossclaim are hereby incorporated by reference as if fully set forth herein.

16. During the time that Healy performed its work at the Project (from October 14, 2024 to August 1, 2025) C3 EJV II, LLC; GF 130; ML II; and ML IV owned, and still own, and are in possession of, a certain piece of land on which the Project is constructed. This land is located at 130 Honeyspot Road, Stratford, Connecticut.
17. At all times, Healy provided labor and material for the Project pursuant to the GC Contract and with the knowledge and consent of C3 EJV II, LLC; GF 130; ML II; and ML IV.
18. Healy performed all obligations required under the GC Contract, except those that Healy was prevented from performing.
19. Heally has complied with all of the conditions precedent to the maintenance of this lien foreclosure cause of action.
20. Notwithstanding Healy's demands for payment to the Owners, they have failed and refused to pay Healy the remaining amount due for Healy's work at the Project (\$475,990.11).
21. Due to the Owners' failure to pay Healy in full for the labor and material Healy provided to the Project, and within 90 days from ending its work at the Project, Healy filed a Certificate of Mechanic's Lien on October 24, 2025, duly signed and sworn to, in the amount of \$475,990.11 against the Project and the Owners and with the Clerk of the

Town of Stratford, Connecticut. Healy had a copy of the Certificate of Mechanic's lien served on the Owners.

22. The following interests, if valid, may be superior in interest to the Mechanic's Lien of Healy:

- a. Real estate taxes due and owing to the Town of Stratford
- b. Sewer use and/or assessment charges as may be due and payable to the Town of Stratford

23. The following interests, if valid, may be equal in interest to the Mechanic's Lien of Healy:

- a. Certificate of Lien in favor of Plaintiff, Crossroads, in the amount of \$265,390, dated March 3, 2025, and recorded in Volume 4928 at Pages 187 and 262 of the Stratford Land Records.
- b. Certificate of Lien in favor of Stone Hill Landscape in the amount of \$102,248.00, dated August 26, 2025, and recorded in Volume 4973 at Page 275 and 278 of the Stratford Land Records.
- c. Certificate of Lien in favor of Colonial Fence in the amount of \$8340.00, dated August 4, 2025.

24. Healy has complied with all of the requirements to perfect its mechanic's lien and to enforce it against the Owners' interest in the real property upon which the Project was constructed and now seeks foreclosure of same.

25. As a result of the foregoing, Healy claims foreclosure of its lien, money damages, interest, reasonable attorneys' fees and costs.

CROSSCLAIM COUNT TWO — UNJUST ENRICHMENT AGAINST THE OWNERS

Paragraphs 1- 25 of the Counterclaim and Crossclaim are hereby incorporated by reference as if fully set forth herein.

26. Commencing on or about October 14, 2024, at the request of C3 EJV II, LLC and Owners, Healy performed certain labor and provided certain materials to the Project.
27. Healy provided the aforesaid materials and labor for the benefit of the Owners in good faith with the expectation of payment.
28. The reasonable value of the labor, materials, and equipment provided by Healy to the Project, for which the Owners have unjustly not paid is approximately \$475,990.11, not including interest, costs and attorney's fees otherwise due to Healy.
29. By virtue of the use of the labor and materials provided by Healy for the benefit of the Owners, for which the Owners now refuse to pay, the Owners have unfairly benefitted to Healy's detriment.
30. The Owners have thereby been unjustly enriched and are obligated in equity to compensate Healy for the reasonable value of the material and labor provided, plus a reasonable allowance for profit and overhead.

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CROSSCLAIM COUNT THREE - QUANTUM MERUIT AGAINST THE OWNERS

Paragraphs 1- 30 of the Counterclaim and Crossclaim are hereby incorporated by reference as if fully set forth herein.

31. Commencing on or about October 14, 2024, at the request of the Owners, Healy performed certain labor and provided certain materials to the Project.
32. Prior to Healy providing certain labor and materials to the Project, the Owners represented that they would compensate Healy for such labor and materials, thus impliedly promising to pay Healy for such labor performed and material supplied.
33. The Owners knowingly accepted such labor and materials provided by Healy and used such labor and materials for the benefit of the Project, the land upon which the Project was constructed, and the benefit of the Owners.
34. By accepting and benefitting from the labor and materials that Healy supplied to the Project and the land upon which the Project was constructed, the Owners are obligated in equity to compensate Healy for the reasonable value of the material and labor provided, plus a reasonable allowance for profit and overhead.

PRAYER FOR RELIEF

Wherefore, Healy claims:

1. Money damages in excess of \$15,000, exclusive of interest and costs;
2. Interest

3. Attorneys' Fees
4. Actual damages
5. Foreclosure of mechanic's lien
6. Possession of property
7. Costs; and
8. Such other relief as the Court acting in the interest in law and equity may award.

Dated: November 7, 2025

Defendant/ Crossclaim and Counterclaim
Plaintiff Healy Construction Services, Inc.
By Its Attorneys:

By: 
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Defendants.		

STATEMENT OF AMOUNT IN DEMAND

The amount in demand is greater than \$15,000.00, exclusive of costs and attorney's fees.

Defendant/ Crossclaim and Counterclaim
Plaintiff, Healy Construction Services, Inc,
By Its Attorneys:

By: 
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CERTIFICATION

This is to certify that on November 7, 2025, a copy of the foregoing was served via electronic mail on the following counsel of record:

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