

SUMMONS - CIVIL

JD-CV-1 Rev. 2-25

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;

P.B. §§ 3-1 through 3-21, 8-1, 10-13

For information on ADA accommodations, contact the Centralized ADA Office at 860-706-5310 or go to: www.jud.ct.gov/ADA/

STATE OF CONNECTICUT
JUDICIAL BRANCH
SUPERIOR COURT
www.jud.ct.gov

**Instructions are on page 2.**

☐ Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.

☒ Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.

☐ Select if claiming other relief in addition to, or in place of, money or damages.

TO: Any proper officer

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code)

1061 Main Street, Bridgeport, CT 06604

Telephone number of clerk

(203) 579 - 6527

Return Date (Must be a Tuesday)

April 21, 2026☒ Judicial District

G.A.

At (City/Town)

☐ Housing Session☐ Number: _____**Bridgeport, CT**

Case type code (See list on page 2)

Major: **C**Minor: **00****For the plaintiff(s) enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)

Richard R. Volack, Esq., Peckar & Abramson, P.C., 1325 Avenue of the Americas, NY, NY 10019

Juris number (if attorney or law firm)

415863

Telephone number

(212) 382 - 0909

Signature of plaintiff (if self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case. Any attorney who is not exempt from e-filing is required to accept electronic delivery. (Practice Book Section 10-13)

☒ Yes ☐ No

E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book

rvolack@pecklaw.com

Parties	Name (Last, First, Middle Initial) and address of each party (Number; street; P.O. Box; town; state; zip; country, if not USA)	
First plaintiff	Name: Third-Party Plaintiff, Healy Construction Services, Inc. Address: 14000 S. Keeler Ave., Crestwood, IL 60418	P-01
Additional plaintiff	Name: Address:	P-02
First defendant	Name: Third-Party Defendant, C3 EJ V II, LLC Address: 4420 Varsity Drive, Ann Arbor, Michigan 48108	D-01
Additional defendant	Name: Address:	D-02
Additional defendant	Name: Address:	D-03
Additional defendant	Name: Address:	D-04
Total number of plaintiffs: 1		Total number of defendants: 1
		☐ Form JD-CV-2 attached for additional parties

Notice to each defendant

- You are being sued.** This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
- To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
- If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
- If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
- If you have questions about the summons and complaint, you should talk to an attorney.

The court staff is not allowed to give advice on legal matters.

Date April 1, 2026	Signed (Sign and select proper box) 	☒ Commissioner of Superior Court ☐ _____ Clerk	Name of person signing Richard R. Volack, Esq.
If this summons is signed by a Clerk:			For Court Use Only
a. The signing has been done so that the plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law. c. The court staff is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.			File Date
I certify I have read and understand the above:	Signed (Self-represented plaintiff)	Date April 1, 2026	Docket Number

Print Form

Page 1 of 2

Reset Form

Instructions

1. Type or print legibly. If you are a self-represented party, this summons must be signed by a clerk of the court.
2. If there is more than one defendant, make a copy of the summons for each additional defendant. Each defendant must receive a copy of this summons. Each copy of the summons must show who signed the summons and when it was signed. If there are more than two plaintiffs or more than four defendants, complete the Civil Summons Continuation of Parties (form JD-CV-2) and attach it to the original and all copies of the summons.
3. Attach the summons to the complaint, and attach a copy of the summons to each copy of the complaint. Include a copy of the Civil Summons Continuation of Parties form, if applicable.
4. After service has been made by a proper officer, file the original papers and the officer's return of service with the clerk of the court.
5. Use this summons for the case type codes shown below.

Do not use this summons for the following actions:

- | | |
|---|---|
| (a) Family matters (for example divorce, child support, custody, parentage, and visitation matters) | (e) Administrative appeals |
| (b) Any actions or proceedings in which an attachment, garnishment or replevy is sought | (f) Proceedings pertaining to arbitration |
| (c) Applications for change of name | (g) Summary Process (Eviction) actions |
| (d) Probate appeals | (h) Entry and Detainer proceedings |
| | (i) Housing Code Enforcement actions |

Case Type Codes

MAJOR DESCRIPTION	CODE	MINOR DESCRIPTION	MAJOR DESCRIPTION	CODE	MINOR DESCRIPTION
Contracts	C 00	Construction - All other	Property	P 00	Foreclosure
	C 10	Construction - State and Local		P 10	Partition
	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 70	Dissolution of Lien Upon Substitution of Bond
	C 50	Uninsured/Underinsured Motorist Coverage		P 90	All other
	C 60	Uniform Limited Liability Company Act - C.G.S. 34-243	Torts (Other than Vehicular)	T 02	Defective Premises - Private - Snow or Ice
Eminent Domain	C 90	All other		T 03	Defective Premises - Private - Other
	E 00	State Highway Condemnation		T 11	Defective Premises - Public - Snow or Ice
	E 10	Redevelopment Condemnation		T 12	Defective Premises - Public - Other
	E 20	Other State or Municipal Agencies		T 20	Products Liability - Other than Vehicular
	E 30	Public Utilities & Gas Transmission Companies		T 28	Malpractice - Medical
	E 90	All other		T 29	Malpractice - Legal
Housing	H 00	Housing - Summary Process		T 30	Malpractice - All other
	H 03	Housing - Deceased Tenants - Summary Process		T 40	Assault and Battery
	H 10	Housing - Return of Security Deposit		T 50	Defamation
	H 12	Housing - Rent and/or Damages		T 61	Animals - Dog
	H 20	Housing - Housing Code Enforcement		T 69	Animals - Other
	H 30	Housing - Entry and Detainer		T 70	False Arrest
	H 40	Housing - Audita Querela/Injunction		T 71	Fire Damage
	H 50	Housing - Administrative Appeal		T 90	All other
	H 60	Housing - Municipal Enforcement	Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	H 70	Housing - Bed Bug Infestation		V 04	Motor Vehicles* - Pedestrian vs. Driver
Miscellaneous	H 87	Housing - Denied Fee Waiver Appeal		V 05	Motor Vehicles* - Property Damage only
	H 90	Housing - All Other		V 06	Motor Vehicle* - Products Liability Including Warranty
	M 00	Injunction		V 09	Motor Vehicle* - All other
	M 10	Receivership		V 10	Boats
	M 15	Receivership for Abandoned/Blighted Property		V 20	Airplanes
	M 20	Mandamus		V 30	Railroads
	M 30	Habeas Corpus (extradition, release from Penal Institution)		V 40	Snowmobiles
	M 40	Arbitration		V 90	All other
	M 50	Declaratory Judgment			*Motor Vehicles include cars, trucks, motorcycles, and motor scooters.
	M 63	Bar Discipline	Wills, Estates and Trusts	W 00	Probate Appeals
	M 66	Department of Labor Unemployment Compensation Enforcement		W 10	Construction of Wills and Trusts
	M 68	Bar Discipline - Inactive Status		W 90	All other
	M 70	Municipal Ordinance and Regulation Enforcement			
	M 75	Foreign Subpoena - C.G.S. 52-657			
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30			
	M 83	Small Claims Transfer to Regular Docket			
	M 84	Foreign Protective Order			
	M 85	Civil Protection Order			
	M 87	Denied Fee Waiver Appeal			
	M 88	Application for Pro Hac Vice for State or Municipal Agency/Board			
	M 89	CHRO Action in the Public Interest - P.A. 19-93			
	M 90	All other			

Return Date: April 21, 2026

DOCKET NO.: FBT-CV-25-6150363-S	:	SUPERIOR COURT
	:	
	:	
CROSSROADS ENTERPRISE NORTHEAST, INC.	:	J.D. OF BRIDGEPORT
	:	
Plaintiff	:	
	:	
v.	:	AT BRIDGEPORT
	:	
HEALY CONSTRUCTION SERVICES, INC.; GF	:	April 1, 2026
130 HONEYSPOOT ROAD, LLC; M&L	:	
WANDERLUST II, LLC; AND M&L	:	
WANDERLUST IV, LLC	:	
	:	
Defendants.	:	
	:	
	:	
HEALY CONSTRUCTION SERVICES, INC.,	:	
Third-Party Plaintiff	:	
	:	
	:	
v.	:	
	:	
C3 EJV II, LLC	:	
Third-Party Defendant	:	

THIRD-PARTY COMPLAINT

1. This Third-Party Complaint by Defendant/ Third-Party Plaintiff, Healy Construction Services, Inc. ("Healy"), against Third-Party Defendant, C3 EJV II, LLC ("C3"), is hereby filed by permission granted by the March 20, 2026 Order of the Hon. Dale W. Radcliffe of the Connecticut Superior Court.

2. Defendant/ Third-Party Plaintiff Healy is a foreign corporation, doing business in the State of Connecticut, with a principal place of business at 14000 S. Keeler Avenue, Crestwood, Illinois 60418.

LAW OFFICES

**Peckar &
Abramson**

A Professional Corporation

3. Third-Party Defendant C3 is a foreign limited liability company, doing business in the State of Connecticut, with a principal place of business at 4420 Varsity Drive, Ann Arbor, Michigan 48108.

Procedural Posture

4. By writ, summons, and complaint dated July 31, 2025 the plaintiff, Crossroads Enterprise Northeast, Inc. (“Plaintiff”), commenced the above-captioned action against Healy Construction Services, as general contractor. Plaintiff also commenced the captioned action against GF 130 Honeyspot Road, LLC; M&L Wanderlust II, LLC; and M&L Wanderlust IV, LLC. (Collectively the Honeyspot and Wanderlust entities are the “Owner Defendants”) (the “Complaint”). The Complaint alleges causes of action for breach of contract, unjust enrichment, quantum meruit, and mechanic’s lien foreclosure. A copy of the Complaint is annexed as **Exhibit A**.

5. On November 7, 2025 Defendant/ Third-Party Plaintiff Healy answered the Complaint and asserted a counter claim for lien foreclosure against Plaintiff and a cross claim for lien foreclosure, unjust enrichment, and quantum meruit against the Owner Defendants.

6. On November 12, 2025 the Owner Defendants answered the Complaint and asserted certain special defenses.

7. On November 19, 2025 Plaintiff filed its reply to Defendant/ Third-Party Plaintiff Healy’s counterclaim.

8. As of the date of this Third-Party Complaint, the Owner Defendants have not filed an answer to the Cross claims Healy asserted in its November 7, 2025 Answer.

Background Facts

9. On or about September 24, 2024 Third-Party Defendant C3, as Owner, retained Defendant/ Third-Party Plaintiff 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.”).

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

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

12. Although Healy completed its work under the GC Contract and improved the land owned by the Owner Defendants by providing labor and materials, the Owners have failed to pay Healy the amount of \$475,990.11 that remains due and owing.

13. The \$265,390 that the Plaintiff alleges that Healy owes it under the Subcontracts is bound up into, and a part of, the \$475,990.11 due and owing by Third-Party Defendant C3 to Healy under the GC Contract. As a result, to the extent that Healy is compelled to pay Plaintiff the \$265,390 claimed in the Complaint (or any part of it), then Third-Party Defendant C3 is liable for such funds.

14. Further, because Healy’s action against Third-Party Defendant C3 is intrinsically bound up with Plaintiff’s claims in this action (*i.e.*, construction of the same project, at the same address at 130 Honeyspot Road, and the same funds at issue), the principles of judicial economy are served in Healy bringing this third-party action against Third-Party Defendant C3.

COUNT ONE (Contractual Indemnity)

15. Paragraphs 1 through 14 are hereby repeated, realleged and incorporated as Paragraphs 1 through 14 of Count One as if fully set forth herein.

16. All of Plaintiff's claims, as a subcontractor of Defendant/ Third-Party Plaintiff Healy as alleged in the Complaint arise out of the work and/or services covered under Healy's GC Contract with Third-Party Defendant C3.

17. If Plaintiff sustained the injuries and damages as alleged in the Complaint, and if it is found that Defendant/ Third-Party Plaintiff Healy is liable to Plaintiff herein, all of which is specifically denied, then Third-Party Defendant C3 is liable for all or part of any verdict, award, judgment, or settlement that Plaintiff may recover against Defendant/Third-Party Plaintiff Healy as well as the attorneys' fees, costs, disbursements, and expenses incurred by Healy in connection with the Plaintiff's claims, in this action, and in prosecution of the Third-Party action.

COUNT TWO (Common Law Indemnity)

18. Paragraphs 1 through 17 are hereby repeated, realleged and incorporated as Paragraphs 1 through 17 of Count Two as if fully set forth herein.

19. Defendant/ Third-Party Plaintiff Healy entered into the GC Contract with Third-Party Defendant C3 for the Project.

20. At all times relevant herein, the Plaintiff commenced this Action against Defendant/ Third-Party Plaintiff Healy, seeking damages for injuries and losses allegedly sustained as set forth in the Complaint.

21. If the Plaintiff sustained the injuries and damages alleged, which are expressly

denied, such injuries and damages were caused by the negligence and carelessness of the Third-Party Defendant C3 in, among others, failing to pay Defendant/ Third-Party Plaintiff Healy in full for its work under the GC Contract.

22. The negligence and carelessness of the Third-Party Defendant C3 was the direct and immediate cause of the Plaintiff's alleged injuries and damages.

23. At all relevant times, Third-Party Defendant C3 had exclusive control over the situation and/or instrumentality that caused the Plaintiff's injuries.

24. The Defendant/ Third-Party Plaintiff Healy did not know of, and had no reason to anticipate, the negligence of the Third-Party Defendant, C3 and reasonably relied on the Third-Party Defendant C3 not to be negligent.

25. If the Plaintiff is found to have sustained damages as alleged, and if the Defendant/ Third-Party Plaintiff Healy is found liable to the Plaintiff, such liability is secondary and passive, while the negligence of the Third-Party Defendant C3 was primary and active.

26. By reason of the foregoing, Defendant/ Third-Party Plaintiff Healy is entitled to common law indemnification from the Third-Party Defendant C3, including reimbursement for any sums the Defendant/Third-Party Plaintiff Healy is required to pay to the Plaintiff.

COUNT THREE (Common Law Contribution)

27. Paragraphs 1 through 26 are hereby repeated, realleged and incorporated as Paragraphs 1 through 26 of Count Three as if fully set forth herein.

28. At all times relevant hereto, the Plaintiff commenced this action against Defendant/ Third-Party Plaintiff Healy, seeking damages for injuries and losses allegedly sustained, as more fully set forth in the Complaint.

29. If the Plaintiff sustained the injuries and damages alleged, which are expressly

denied, such injuries and damages were caused by the negligence and carelessness of Third-Party Defendant, C3 in failing to pay Defendant/ Third-Party Plaintiff Healy in full under the GC Contract.

30. Third-Party Defendant C3 is liable to the Plaintiff for all or a portion of the damages alleged in the Complaint.

31. If Defendant/ Third-Party Plaintiff Healy is found liable to the Plaintiff for any of the claimed damages, and if the Third-Party Defendant C3 is also found liable, then the Defendant/Third-Party Plaintiff Healy is entitled to contribution from the Third-Party Defendant C3 for its proportionate share of such damages.

32. The liability, if any, of the Third-Party Defendant C3 arises from its own negligence and fault contributing to the Plaintiff's alleged injuries and damages.

COUNT FOUR (Breach of Contract)

33. Paragraphs 1 through 32 are hereby repeated, realleged and incorporated as Paragraphs 1 through 32 of Count Four as if fully set forth herein.

34. At all relevant times herein, the GC Contract was a valid contract between Defendant/ Third-Party Plaintiff Healy and Third-Party Defendant C3.

35. Defendant/ Third-Party Plaintiff Healy fulfilled all conditions and obligations required of it as part of the GC Contract to the extent it was allowed by Third-Party Defendant C3.

36. Defendant/ Third-Party Plaintiff Healy is not in default under any terms of the GC Contract.

37. Defendant/Third-Party Plaintiff Healy submitted demands for payment to Third-Party Defendant C3.

38. Third-Party Defendant C3 breached the GC Contract by failing to pay Defendant/ Third-Party Plaintiff Healy the sums due and owing to Defendant/Third-Party Plaintiff Healy under the GC Contract.

39. As a result of Third-Party Defendant C3's breach, Defendant/ Third-Party Plaintiff Healy has been damaged in an amount to be determined at trial, but in no event less than \$475,990.11.

COUNT FIVE (Unjust enrichment)

40. Paragraphs 1 through 39 are hereby repeated, realleged and incorporated as Paragraphs 1 through 39 of Count Five as if fully set forth herein.

41. As a result of the foregoing, Third-Party Defendant C3 has been unjustly enriched in that it has received the benefit of the labor and materials provided by Defendant/ Third-Party Plaintiff Healy without paying for same to the detriment of Defendant/ Third-Party Plaintiff Healy.

42. As a direct result of Third-Party Defendant C3's refusal to pay said monies over to Defendant/ Third-Party Plaintiff Healy, in the event the Court determines that the GC Contract did not exist or is unenforceable, Defendant/ Third-Party Plaintiff Healy has suffered and continues to suffer damages in the amount of at least \$475,990.11.

COUNT SIX (Quantum Meruit)

43. Paragraphs 1 through 42 are hereby repeated, realleged and incorporated as Paragraphs 1 through 42 of Count Six as if fully set forth herein.

44. The reasonable value of the labor and materials Defendant/ Third-Party Plaintiff Healy provided to Third-Party Defendant C3 toward the improvement of the Project, for which payment has not been made is \$475,990.11.

45. Third-Party Defendant C3 directly benefitted from the labor and materials provided by Defendant/ Third-Party Plaintiff Healy.

46. Defendant/ Third-Party Plaintiff Healy is entitled to the fair market value of said labor and materials, in the amount of \$475,990.11, plus interest.

WHEREFORE, Defendant/ Third-Party Plaintiff Healy claims the following relief:

1. Indemnification from the Third-Party Defendant C3 for any judgment rendered against Defendant/ Third-Party Plaintiff Healy in favor of the Plaintiff.
2. Contribution from the Third-Party Defendant C3 for its proportionate share of any judgment rendered in favor of the Plaintiff.
3. Monetary damages to be determined at trial;
4. Costs pursuant to Conn. Gen. Stat. § § 52-257 and 52-243;
5. Interest pursuant to Conn. Gen. Stat. § 37-3a; and
6. Such other or further relief as the Court deems just and equitable.

Defendant/ Third Party Plaintiff
Healy Construction Services, Inc.

By Its Attorneys:

By: 

Richard Volack, Esq
Peckar & Abramson, P.C.
1325 Avenue of the Americas,
10th Floor
New York, New York 10019
Telephone: (212) 382-0909
Juris Number: 415863

LAW OFFICES

**Peckar &
Abramson**

A Professional Corporation

DOCKET NO.: FBT-CV-25-6150363-S

CROSSROADS ENTERPRISE
NORTHEAST, INC.
Plaintiff

v.

HEALY CONSTRUCTION SERVICES,
INC.; GF 130 HONEYSPOOT ROAD, LLC;
M&L WANDERLUST II, LLC; AND
M&L WANDERLUST IV, LLC

Defendants.

HEALY CONSTRUCTION SERVICES,
INC.,
Third-Party Plaintiff

v.

C3 EJY II, LLC
Third-Party Defendant

SUPERIOR COURT

J.D. OF BRIDGEPORT

AT BRIDGEPORT

April 1, 2026

STATEMENT OF AMOUNT IN DEMAND

The amount in demand is greater than \$15,000, exclusive of costs and attorneys' fees.

Defendant/ Third Party Plaintiff
Healy Construction Services, Inc.
By Its Attorneys:

By:


Richard Volack, Esq
Peckar & Abramson, P.C.
1325 Avenue of the Americas,
10th Floor
New York, New York 10019
Telephone: (212) 382-0909
Juris Number: 415863

LAW OFFICES

**Peckar &
Abramson**

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CERTIFICATION

This is to certify that on April 1, 2026, a copy of the foregoing was served via electronic mail on the following counsel of record:

Parshhueram T. Misir, Esq.
Forchelli, Deegan & Terrena
333 Earle Ovington Blvd., Suite 1010
Uniondale, New York 11553
Phone: 516-248-1700
E-Mail: pmisir@ForchelliLaw.com
Counsel for Plaintiff, Crossroads Enterprise Northeast, Inc.

Stephen J. Conover, Esq.
Carmody Torrance Sandak & Hennessey, LLP
1055 Washington Boulevard, 4th Floor
Stamford, Connecticut 06901
Phone: 203-425-4200
E-Mail: SConover@Carmodylaw.com
Counsel for Defendants:
M&L Wanderlust II, LLC; M&L Wanderlust IV, LLC; and
GF130 Honeyspot Road, LLC

/s/Richard R. Volack

Richard R. Volack

LAW OFFICES

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EXHIBIT A

RETURN DATE: SEPTEMBER 23, 2025 : SUPERIOR COURT
CROSSROADS ENTERPRISE NORTHEAST, INC., : J.D. OF BRIDGEPORT
V. : AT BRIDGEPORT
HEALY CONSTRUCTION SERVICES, INC., :
GF 130 HONEYSPOUT 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:

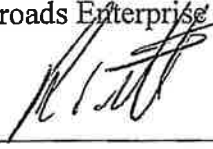
1. On its first cause of action against defendant, Healy Construction Services Inc., for breach of contract, in the sum of \$265,390.00, plus interest thereon from February 20, 2025, together with all costs, disbursements and reasonable attorney's fees;
2. On its second cause of action against defendant,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

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Juris. No. 400840

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

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.

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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

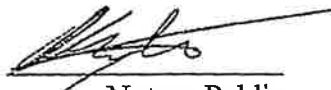
STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

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.

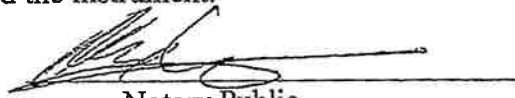

Dennis Lore

Sworn to before me this 3
day of March, 2025

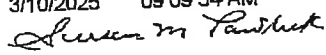

Notary Public

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