

RETURN DATE: MARCH 3, 2026

SLH CONNECTICUT LLC

v.

J & J BROTHERS, LLC

SUPERIOR COURT

JUDICIAL DISTRICT OF
BRIDGEPORT

FEBRUARY 6, 2026

COMPLAINT

FIRST COUNT: BREACH OF CONTRACT

1. The plaintiff, SLH Connecticut LLC ("SLH") is a Connecticut limited liability company with a principal place of business located at 305 Hathaway Drive, Stratford, Connecticut (the "Property").

2. At all times relevant, SLH was and is the owner of the Property.

3. Upon information and belief, the defendant, J & J Brothers, LLC ("J&J") is a Connecticut limited liability company with a principal place of business located at 200 Pratt Street, Meriden, Connecticut.

4. On or about June 7, 2024, SLH and J&J entered into a contract (the "Contract"), pursuant to which J&J agreed to perform selective demolition work of select building components in the existing building on the Property and other items otherwise on the Property, in connection with a Project for the construction of a cannabis manufacturing facility at the Property, including major renovations and improvements to the existing building on the Property.

5. Pursuant to the Contract, J&J was required to perform and otherwise provide all services, labor, materials, equipment, and small tools required to demolish selected building components at the Property in accordance with and as required by the Contract and demolition plans provided by SLH to J&J (the "Demolition Plans"), and as otherwise necessary for the proper

performance and completion of demolition of the building components selected for demolition by the Owner (the "Work").

6. The Contract and Demolition Plans specifically required J&J to leave in-place and *not* demolish certain existing parts of the building, including but not limited to building electrical components.

7. Pursuant to the Contract, as compensation for the full and complete performance of all of its obligations under the Contract, J&J was to be paid a total fixed price of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) (the "Contract Price").

8. On or about June 2024 through October 2024, J&J undertook to perform demolition work at the Property.

9. SLH fully performed its obligations under the Contract.

10. While performing the Work, J&J breached the Contract by improperly demolishing, removing, and/or otherwise damaging electrical wiring, conduits, electrical feeds, electrical panel connection points, and other building electrical components at the Property which were to remain in-place and not be demolished by J&J as part of the Work, including but not limited to:

- a. removing and damaging circuitry for existing general purpose power and all lighting and telecommunications above the spaces designated to be production rooms and production trim rooms;
- b. cutting existing power feeds for five (5) HVAC roof top units;
- c. removing from the Property existing feeder wiring, receptacles and branch circuit wiring, and power connections;
- d. removing circuitry for outlets in the mezzanine areas;

- e. removing and/or damaging existing conduits, electrical feeds, and panel connection points for existing exterior building light fixtures and parking lot pole-mounted lights;
- f. removing wiring from inside existing conduits to exterior building light fixtures and pole-mounted lighting;
- g. removing and destroying underground feeds;
- h. ripping out cabling and circuitry from the conduit running from interior panels to exterior lighting and damaging the panel connection point thereto;
- i. demolishing a feed to a lighting controller for exterior lighting and surrounding circuitry and removing the lighting controller and all panel equipment for exterior lighting; and
- j. removing and/or damaging the wiring for duct smoke detectors on the Property.

11. J&J's aforesaid breaches of the Contract caused damage to the Property, requiring repair and corrective work by other contractors, all at SLH's loss, damage and expense.

12. As a result of J&J's breaches of the Contract, SLH has suffered damages in an amount to be determined at trial, which amount is no less than \$308,240.90.

SECOND COUNT: NEGLIGENCE

1-8. The allegations set forth in Paragraphs 1 through 8 of the First Count are hereby repeated and re-alleged as Paragraphs 1 through 8 of this Second Count, as if fully set forth herein.

9. J&J owed a duty of care to SLH, as a contractor performing selective demolition work at the Property, to perform the Work in a good, substantial, and workmanlike manner.

10. J&J breached the duty of care it owed to SLH by negligently performing the Work in a defective, faulty, disorderly, and unworkmanlike manner, by improperly demolishing,

removing, and/or otherwise damaging electrical wiring, conduits, electrical feeds, electrical panel connection points, and other building electrical components at the Property which were to remain in-place and not be demolished by J&J as part of the Work, including but not limited to:

- a. removing and damaging circuitry for existing general purpose power and all lighting and telecommunications above the spaces designated to be production rooms and production trim rooms;
- b. cutting existing power feeds for five (5) HVAC roof top units;
- c. removing from the Property existing feeder wiring, receptacles and branch circuit wiring, and power connections;
- d. removing circuitry for outlets in the mezzanine areas;
- e. removing and/or damaging existing conduits, electrical feeds, and panel connection points for existing exterior building light fixtures and parking lot pole-mounted lights;
- f. removing wiring from inside existing conduits to exterior building light fixtures and pole-mounted lighting;
- g. removing and destroying underground feeds;
- h. ripping out cabling and circuitry from the conduit running from interior panels to exterior lighting and damaging the panel connection point thereto;
- i. demolishing a feed to a lighting controller for exterior lighting and surrounding circuitry and removing the lighting controller and all panel equipment for exterior lighting; and
- j. removing and/or damaging the wiring for duct smoke detectors on the Property.

11. J&J's aforesaid negligence caused damage to the Property, requiring repair and corrective work by other contractors, all at SLH's loss, damage, and expense.

12. As a direct and proximate result of J&J's aforesaid negligence, SLH has suffered injuries and damages, in an amount to be determined at trial, which amount is no less than \$308,240.90.

THIRD COUNT: CONTRACTUAL INDEMNIFICATION

1-12. The allegations set forth in Paragraphs 1 through 12 of the Second Count are hereby repeated and re-alleged as Paragraphs 1 through 12 of this Third Count, as if fully set forth herein.

13. Pursuant to the Contract, J&J agreed to indemnify and hold harmless SLH against all claims, damages, losses and expenses arising from or related to property damages, personal injury, patent infringement, or J&J's negligent acts or omissions in connection with its undertakings under the Contract, to the extent caused by J&J.

14. J&J is liable to SLH for the damage to the Property resulting from its negligence and breaches of the Contract, and, therefore, is required to reimburse and indemnify SLH for the aforesaid losses and damages.

15. On or about December 23, 2025, SLH provided written notice to J&J that J&J had negligently, and in breach of the Contract, performed the Work in a defective, faulty, and non-workmanlike manner, of the damages to the Property resulting therefrom, and demanded that J&J reimburse and indemnify SLH for its aforesaid losses and damages caused by J&J's negligence and breaches of the Contract, in accordance the J&J's obligations under the Contract.

16. Thereafter, J&J, through its attorneys, notified SLH that J&J refused to indemnify and reimburse SLH for the damages caused by J&J's breaches of contract and negligence.

17. Despite due and proper demand by SLH, J&J has breached the Contract by failing and refusing to reimburse and indemnify SLH for the losses SLH has incurred and the damage to the Property resulting from J&J's negligence and breaches of the Contract.

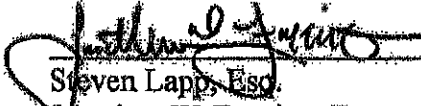
18. As a result of J&J's failure and refusal to indemnify and hold harmless SLH in breach of the Contract, SLH has and continues to suffer damages, including, without limitation, attorney's fees and litigation expenses, for which J&J is liable.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, SLH Connecticut LLC, claims and prays the following relief:

1. Damages;
2. Pre-judgment and post-judgment interest, pursuant to Conn. Gen. Stat. § 37-3a;
3. Attorney's fees;
4. Costs; and
5. Such other and further relief at law or equity as this Court may deem just, equitable, and proper.

**PLAINTIFF:
SLH CONNECTICUT, LLC**

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STATEMENT OF AMOUNT IN DEMAND

The Plaintiff, SLH Connecticut LLC, claims damages of \$15,000.00 or more, exclusive of interests and costs.

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