

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)

95 Washington Street, Hartford, CT 06106

Telephone number of clerk

(860) 548-2700

Return Date (Must be a Tuesday)

September 30, 20

☒ Judicial District

G.A.

At (City/Town)

Hartford

Case type code (See list on page 2)

☐ Housing Session☐ Number:

Major: C

Minor: 40

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)

The Law Office of Charles I. Miller PMB 108, 1245 Farmington Avenue, West Hartford, CT 06107

Juris number (if attorney or law firm)

430195

Telephone number

(860) 656-6454

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

cm@lawofficemiller.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: Granite City Electric Supply Co. Address: 110 Murphy Road, Hartford, CT 06114	P-0
Additional plaintiff	Name: Address:	P-0
First defendant	Name: Simonow, Andrew dba A.S.E.S. dba AS Electrical Service Address: 13 Aldens Crossing Road, East Hampton, CT 06424	D-0
Additional defendant	Name: Address:	D-0
Additional defendant	Name: Address:	D-0
Additional defendant	Name: Address:	D-0
Total number of plaintiffs: 01		Total number of defendants: 01
		☐ Form JD-CV-2 attached for additional parties

Notice to each defendant

1. You are being sued. This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
2. 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.
3. 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/>.
4. 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>.
5. 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 9-4-25	Signed (Sign and select proper box) 	☒ Commissioner of Superior Court ☐ Clerk	Name of person signing Charles I. Miller
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If this summons is signed by a Clerk:

- 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.

For Court Use Only

File Date

I certify I have read and understand the above:

Signed (Self-represented plaintiff)

Date

Docket Number

HHS-CV25-5090306-S

DOCKET NO.: HHB-CN25-509 0306-S
RETURN DATE: September 30, 2025

SUPERIOR COURT

J.D. OF HARTFORD

GRANITE CITY ELECTRIC SUPPLY CO.

AT HARTFORD

V.

ANDREW SIMONOW DBA A.S.E.S. AK
AS ELECTRICAL SERVICE

September 4, 2025

COMPLAINT

FIRST COUNT- *Breach of Credit Agreement*

1. The plaintiff, Granite City Electric Supply Co. (hereinafter "GCE" or "plaintiff") is a foreign corporation authorized to transact business in the state of Connecticut with a place of business in Hartford, Connecticut.

2. The defendant, Andrew Simonow dba A.S.E.S. aka AS Electrical Service (hereinafter "Simonow" or "defendant") is an individual residing in East Hampton, Connecticut.

3. By Credit Application dated on or about October 19, 2019, the defendant, Simonow entered into a credit agreement with Granite City, whereby, inter alia, GCE agreed to furnish the defendant with electrical and lighting materials and the defendant agreed to pay the reasonable price thereof as reflected on the invoice and statements issued by GCE (hereinafter "Credit Agreement"). (Pursuant to Practice Book §10-29, a copy of the Credit Agreement will be filed as Exhibit A, and a copy of such exhibit will be served on appearing parties within ten (10) days after receipt of notice of

◇ their appearance).

4. On or about January 13, 2025, and continuing through on or about February 25, 2025, the plaintiff delivered to the defendant electrical and lighting materials.

5. Although the plaintiff has delivered said materials to the satisfaction of the defendant, the defendant has refused and/or failed to pay for said materials and the accumulated service charges as agreed.

6. Demand for payment of all sums due has been made upon the defendant but he has wrongfully failed and refused to make payment as agreed.

7. As of this date there is due and owing to the plaintiff from the defendant an account balance of \$154,115.88, inclusive of service charges.

SECOND COUNT- Unjust Enrichment

1. The plaintiff, Granite City Electric Supply Co. (hereinafter "GCE" or "plaintiff") is a foreign corporation authorized to transact business in the state of Connecticut with a place of business in Hartford, Connecticut.

2. The defendant, Andrew Simonow dba A.S.E.S. aka AS Electrical Service (hereinafter "Simonow" or "defendant") is an individual residing in East Hampton, Connecticut.

3. The plaintiff has delivered at the defendant's request electrical and lighting materials commencing on about January 13, 2025, and continuing through on or about February 25, 2025.

4. Although plaintiff has delivered said materials to the satisfaction of the defendant, the defendant has refused and/or failed to pay for said materials as agreed.

5. The defendant has received the electrical and lighting materials to its unjust benefit and to the detriment of the plaintiff.

6. The unpaid balance for the reasonable value of the goods provided is \$154,115.88.

7. Despite demand the defendant refuses to pay the reasonable value of the goods supplied.

THIRD COUNT: (CUTPA as to Simonow)

1.-7. The allegations of paragraphs 1 – 7 of the First Count are incorporated herein as paragraphs 1 – 7 of this the Third Count.

8. At all material times hereto, Simonow was a “person” within the meaning of Conn. Gen. Stat. § 42-110a (3).

9. Simonow was engaged in trade and commerce within the State of Connecticut as defined by Conn. Gen. Stat. § 42-110(a)(4).

10. Simonow has violated General Statutes § 42-110a et seq. (CUTPA) for the aforesaid reasons and failing to comply with General Statutes § 35-1, inter alia, that he has transacted business in this state under a designation, name or style, corporate or otherwise, other than his real name or names of the person or persons conducting or transacting such business.

11. Simonow’s actions, omissions and concealments in his relationship with the Plaintiff as

◇ aforescribed, individually and collectively, constitute a violation of CUTPA, Conn. Gen. Stat. § 42-110a, et seq.

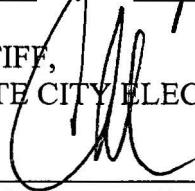
12. The aforesaid acts and omissions are unfair, deceptive, immoral, unethical, unscrupulous, oppressive and have caused substantial injury to the Plaintiff.

WHEREFORE, the plaintiff, Granite City Electric Supply Co. demands:

1. Money damages;
2. Interest as allowed under the Credit Agreement, or alternatively pursuant to C.G.S. §37-3a;
3. A prejudgment attachment/garnishment;
4. Costs of collection including reasonable attorneys' fees as provided by the Credit Agreement;
5. Punitive damages pursuant to Conn. Gen. Stat. § 42-110g;
6. Attorneys' fees pursuant to Conn. Gen. Stat. § 42-110g; and
7. Such other relief at law or equity as this Court may deem just and proper.

Dated at West Hartford, Connecticut this the 4th day of September 2025.

PLAINTIFF,
GRANITE CITY ELECTRIC SUPPLY CO.

By: 

Charles I. Miller, Esq.
The Law Office of Charles I. Miller
PMB 108, 1245 Farmington Avenue
West Hartford, CT 06107
Telephone: 860-656-6454
Juris no.: 430195

DOCKET NO.: HHD-CV25-5090306-8
RETURN DATE: September 30, 2025

SUPERIOR COURT

J.D. OF HARTFORD

GRANITE CITY ELECTRIC SUPPLY CO.

AT HARTFORD

V.

ANDREW SIMONOW DBA A.S.E.S. AK
AS ELECTRICAL SERVICE

September 4, 2025

STATEMENT OF AMOUNT IN DEMAND

The plaintiff, Granite City Electric Supply Co., claims fair, just and reasonable money damages greater than Fifteen Thousand Dollars (\$15,000.00), exclusive of interest and costs.

PLAINTIFF,
GRANITE CITY ELECTRIC SUPPLY CO.

By:

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