

RETURN DATE: 03/31/2026

: SUPERIOR COURT

GENERAL FLOORING, LLC

: JUDICIAL DISTRICT OF WATERBURY

V.

: AT WATERBURY

TIGERSUN SERVICES,
INC D/B/A GC NATIONAL;
ANDREW SIMONOW;
TY'S DISPENSARY,
LLC D/B/A CRISP CANNABIS
(BRIDGEPORT); TYLER
CHRISTENSEN;
SARA'S DISPENSARY,
LLC D/B/A CRISP CANNABIS
(CROMWELL);
AND SARA PRESLER

: FEBRUARY 26, 2026

COMPLAINT

COUNT ONE – BREACH OF CONTRACT (General Flooring v. Tigersun)

1. The Plaintiff, General Flooring, LLC (**General Flooring**), is a business located at 420 Transylvania Road, Woodbury, Connecticut.
2. The Defendant, Tigersun Services, Inc. D/B/A GC National (**Tigersun**), is a business located at 78 Marlborough Street, Portland, Connecticut.
3. The Defendant, Andrew Simonow (**Simonow**), is the owner of Tigersun Services, Inc. D/B/A GC National (**Tigersun**).
4. **Tigersun** acts as a general contractor that hired **General Flooring** as a subcontractor to perform construction services.
5. On or before October 29, 2024, **General Flooring** contracted with **Tigersun** and agreed to perform a flooring refinishing service of "Polished Concrete" for the business **Ty's**

Dispensary, LLC D/B/A Crisp Cannabis (Ty's Dispensary), which operates at 1234 Hunting Turnpike, Bridgeport, Connecticut.

6. **General Flooring** completed the flooring services as contracted.
7. On or about February 12, 2025, **General Flooring** sent **Tigersun** Invoice #12350 for \$25,500.00 for the flooring services and machine repair.
8. On or about February 13, 2025, **Tigersun** sent **General Flooring** a "Partial Waiver and Release of Lien for Payment" to be signed by **General Flooring** prior to payment of Invoice #12350.
9. Despite **Tigersun's** representation that it would pay **General Flooring** for the flooring services upon execution of the waiver, **Tigersun** has failed to pay the balance due to **General Flooring**.
10. **Tigersun** has failed to perform its promises under the contract and, as of today, owes to **General Flooring** the entire balance of \$25,500.

COUNT TWO – BREACH OF CONTRACT (General Flooring v. Simonow)

1. Paragraphs 1 through 9 of Count One are hereby incorporated by reference and made Paragraphs 1-9 of Count Two.
10. As the owner of **Tigersun, Simonow** has failed to perform under the contract and, as of today, owes **General Flooring** \$25,500.00.

COUNT THREE – UNJUST ENRICHMENT (General Flooring v. Ty's Dispensary)

1. Paragraphs 1 through 6 of Count One are hereby incorporated by reference and made Paragraphs 1-6 of Count Three.
7. The Defendant, Ty's Dispensary, LLC D/B/A Crisp Cannabis (**Ty's Dispensary**), is a business located at 1234 Huntington Turnpike, Bridgeport, Connecticut.
8. On or before October 29, 2024, **General Flooring** contracted with **Tigersun** and agreed to perform a flooring refinishing service of "Polished Concrete" for the benefit of **Ty's Dispensary**.
9. **General Flooring** fully refinished the "Polished Concrete" flooring inside **Ty's Dispensary**.
10. Neither **Ty's Dispensary** nor **Tigersun** compensated **General Flooring** for the flooring services performed.
11. **Ty's Dispensary** has been unjustly enriched from the services performed by **General Flooring**.

COUNT FOUR – UNJUST ENRICHMENT (General Flooring v. Tyler Christensen)

1. Paragraphs 1 through 6 of Count Three are hereby incorporated by reference and made Paragraphs 1-6 of Count Four.
7. The Defendant, Tyler Christensen (**Christensen**), is the owner of **Ty's Dispensary**.
8. **Christensen** did not compensate **General Flooring** for the services it performed inside **Ty's Dispensary**.

9. As the owner of **Ty's Dispensary, Christensen** has been unjustly enriched by the services performed by **General Flooring**.

COUNT FIVE – BREACH OF CONTRACT (General Flooring v. Tigersun)

1. Paragraphs 1 through 4 of the Count One are hereby incorporated by reference and made Paragraphs 1-4 of Count Five.
5. On or before October 29, 2024, **General Flooring** contracted with **Tigersun** and agreed to perform a flooring refinishing service of “Polished Concrete” for the business Sara’s Dispensary, LLC D/B/A Crisp Cannabis (**Sara’s Dispensary**), which operates at 33 Berlin Road, Cromwell, Connecticut.
6. **General Flooring** completed the flooring services as contracted.
7. On or about February 12, 2025, **General Flooring** sent **Tigersun** Invoice #12349 for \$22,000.00 for the flooring services and machine repair.
8. On or about February 13, 2025, **Tigersun** sent **General Flooring** a “Partial Waiver and Release of Lien for Payment” to be signed by **General Flooring** prior to payment of Invoice #12350.
9. Despite **Tigersun’s** representation that it would pay **General Flooring** for the flooring services upon execution of the waiver, **Tigersun** has failed to pay the balance due to **General Flooring**.
10. **Tigersun** has failed to perform its promises under the contract and, as of today, owes to **General Flooring** the entire balance of \$22,000.00.

COUNT SIX – BREACH OF CONTRACT (General Flooring v. Simonow)

1. Paragraphs 1 through 9 of the Count Five are hereby incorporated by reference and made Paragraphs 1-9 of Count Six.
10. As the owner of **Tigersun, Simonow** has failed to perform under the contract and, as of today, owes **General Flooring** \$22,000.00.

COUNT SEVEN – UNJUST ENRICHMENT (General Flooring v. Sara's Dispensary)

1. Paragraphs 1 through 6 of Count Five are hereby incorporated by reference and made Paragraphs 1-6 of Count Seven.
7. The Defendant, Sara's Dispensary, LLC D/B/A Crisp Cannabis (**Sara's Dispensary**), is a business located at 33 Berlin Road Cromwell, Connecticut.
8. On or before October 29, 2024, **General Flooring** contracted with **Tigersun** and agreed to perform a flooring refinishing service of "Polished Concrete" for the business **Sara's Dispensary**.
9. **General Flooring** fully refinished the "Polished Concrete" flooring inside **Sara's Dispensary**.
10. Neither **Sara's Dispensary** nor **Tigersun** compensated **General Flooring** for the flooring services performed.
11. **Sara's Dispensary** has been unjustly enriched from the services performed by **General Flooring**.

COUNT EIGHT – UNJUST ENRICHMENT (General Flooring v. Sara Presler)

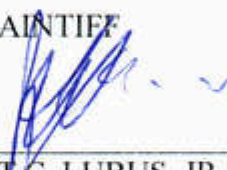
1. Paragraphs 1 through 6 of Count Seven are hereby incorporated by reference and made Paragraphs 1-6 of Count Eight.
7. The Defendant, Sara Presler (**Presler**), is the owner of **Sara's Dispensary**.
8. **Presler** did not compensate **General Flooring** for the services it performed inside **Sara's Dispensary**.
9. As the owner of **Sara's Dispensary**, **Presler** has been unjustly enriched by the services performed by **General Flooring**.

WHEREFORE, the Plaintiff respectfully requests the following damages:

1. Monetary damages, including principal, pre-judgment interest, and costs of collection;
2. Court costs;
3. Weekly order of payments per C.G.S. Section 52-356d; and
4. Such further relief as is allowed by statutes pertaining to wage garnishment.

Dated at Waterbury, CT this 26TH day of FEBRUARY, 2026.

THE PLAINTIFF

BY: 
ROBERT C. LUBUS, JR.
COMM. OF THE SUPERIOR COURT

Grady & Riley, LLP is a debt collector under federal law.