

RETURN DATE: April 2, 2024 : SUPERIOR COURT
GL CONTRACTORS, LLC : J.D. OF FAIRFIELD
vs. : AT BRIDGEPORT
ZACHARIAS MORTON, GJINOVERA LUARI
P2B NEW HAVEN, LLC, &
RAW HARTFORD, LLC : March 2, 2024

COMPLAINT

COUNT ONE: BREACH OF CONTRACT

1. The Plaintiff, GL CONTRACTORS, LLC ("GL"), is a Connecticut limited liability company located in Bridgeport, Connecticut. GL is in the business of residential and commercial construction.
2. The Defendant, ZACHARIAS MORTON ("Morton"), is an individual who resides at 65 Sunset Farm Road, West Hartford, CT
3. The Defendant, GJINOVERA LUARI ("Luari"), is an individual who resides at 65 Sunset Farm Road, West Hartford, CT.
4. The defendant P2B NEW HAVEN, LLC, is a Connecticut limited liability company, with a principal place of business at 338 Elm Street, New Haven, CT.
5. The defendant RAW HARTFORD, LLC, is a Connecticut limited liability company, with a principal place of business at 280 Trumbull Street, Hartford, CT.
6. GL and Morton and Luari had developed a relationship over several years whereby GL would build-out rental space for restaurants owned and operated by Morton and Luari through various limited liability companies owned and or managed by Morton and Luari for which GL was paid its usual and customary fees and costs.

7. In January of 2022, GL and Morton and Luari agreed that GL would provide labor and services to Morton and Luari in connection with the build-out of leased office space at 338 Elm Street, New Haven, CT ("space") for a restaurant owned and operated by the defendant limited liability company known as P2B NEW HAVEN, LLC ("P2B").
8. Upon information and belief, Morton and Luari are the beneficial owners of P2B NEW HAVEN, LLC
9. Thereafter, GL provided labor and services in accordance with the agreed upon build-out and completed the project in January of 2023.
10. GL ultimately completed the project at a total cost of \$191,549.87 and invoiced Morton and Luari accordingly.
11. Morton and/or Luari had caused progress payments to be made in the amount of \$115,000 towards the costs of construction leaving a balance due of \$76,549.87.
12. GL made demand on Morton and Luari for the balance but Morton and Luari have refused to pay the same, and, as a result thereof, GL has been damaged.

COUNT TWO: QUANTUM MERUIT

- 1-6. Paragraphs 1 through 6 of Count One are hereby made Paragraphs 1 through 6 of this Count Two.
7. In January of 2022, GL and Morton and Luari requested that GL provide labor and services to Morton and Luari in connection with the build-out of leased office space at 338 Elm Street, New Haven, CT ("space") for a restaurant owned and operated by the defendant limited liability company known as P2B NEW HAVEN, LLC ("P2B").

8. It was understood between the parties that GL would be paid its usual and customary fees and costs for the requested labor and services as was customary between the parties.
9. Thereafter, GL provided the necessary labor and services in accordance with the proposed build-out and completed the project in January of 2023.
10. GL ultimately completed the project at a total value of \$191,549.87 and invoiced Morton and Luari accordingly.
11. Morton and/or Luari had caused progress payments to be made in the amount of \$115,000 towards the costs of construction leaving a balance due of \$76,549.87.
12. Morton, Luari and P2B, by knowingly accepting the labor and services supplied by GL, implicitly represented that GL would be compensated for same.
13. The defendants' retention of those benefits without full compensation to GL would result in unjust enrichment to Morton, Luari and RAW, all to the detriment of GL.

COUNT THREE: BREACH OF CONTRACT

- 1-6. Paragraphs 1 through 6 of Count One are hereby made Paragraphs 1 through 6 of this Count Three.
7. In April of 2022, GL and Morton and Luari agreed that GL would provide labor and services to Morton and Luari in connection with the build-out of leased office space at 280 Trumbull Street, Hartford, CT ("space") for a restaurant owned and operated by the defendant limited liability company known as RAW HARTFORD, LLC
8. Upon information and belief, Morton and Luari are the beneficial owners of RAW HARTFORD, LLC

9. Thereafter, GL provided labor and services in accordance with the agreed upon build-out and completed the project in April of 2023.
10. GL ultimately completed the project at a total cost of \$85,573.80 and invoiced Morton and Luari accordingly.
11. Morton and/or Luari had caused progress payments to be made in the amount of \$40,000 towards the costs of construction leaving a balance due of \$45,573.80.
12. GL made demand on Morton and Luari for the balance but Morton and Luari have refused to pay the same, and, as a result thereof, GL has been damaged.

COUNT FOUR: QUANTUM MERUIT

- 1-6. Paragraphs 1 through 6 of Count One are hereby made Paragraphs 1 through 6 of this Count Four.
7. In April of 2022, GL and Morton and Luari requested that GL provide labor and services to Morton and Luari in connection with the build-out of leased office space at 280 Trumbull Street, Hartford, CT ("space") for a restaurant owned and operated by the defendant limited liability company known as RAW HARTFORD, LLC ("RAW").
8. It was understood between the parties that GL would be paid its usual and customary fees and costs for the requested labor and services as was customary between the parties.
9. Thereafter, GL provided the necessary labor and services in accordance with the proposed build-out and completed the project in April of 2023.
10. GL ultimately completed the project at a total value of \$85,573.80 and invoiced Morton and Luari accordingly.

11. Morton and/or Luari had caused progress payments to be made in the amount of \$40,000 towards the costs of construction leaving a balance due of \$45,573.80.
12. Morton, Lauri and RAW, by knowingly accepting the labor and services supplied by GL, implicitly represented that GL would be compensated for same.
13. The defendants' retention of those benefits without full compensation to GL would result in unjust enrichment to Morton, Lauri and RAW, all to the detriment of GL.

WHEREFORE, THE PLAINTIFF CLAIMS:

1. Money damages;
2. Prejudgment interest;
3. Post-judgment interest;
4. Costs; and
5. Such further relief as the Court may deem in equity.

THE PLAINTIFF, GL CONTRACTORS, LLC

BY: 

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(203) 375-9836

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AMOUNT IN DEMAND

The monetary damages, legal interest or property in demand, exclusive of interest and costs is in an amount more than \$15,000.00.

THE PLAINTIFF

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