

AT STAMFORD
123 HOYT STREET
STAMFORD, CT 06905

DOCKET NO: FST-CV-24-5830116-S SUPERIOR COURT

22 BALDWIN FARMS I, LLC, : JUDICIAL DISTRICT OF
V. : STAMFORD/NORWALK

LEBLOND AND ASSOCIATES, INC., EDWARD LEBLOND SR., EDWARD LEBLOND JR., and : STAMFORD

LEBLOND, SR., EDWARD LEBLOND, JR., and :

BRIAN PETROVEK : MAY 16, 2024

MEMORANDUM OF DECISION

Plaintiff, 22 Baldwin Farms I, LLC applied for prejudgment remedy pursuant to C.G.S. §52-278a et seq. against defendants LeBlond and Associates, Inc., Edward LeBlond Sr., Edward LeBlond Jr. and Brian Petrovek. The application was based upon a proposed nineteen count complaint alleging Breach of Contract, Unjust Enrichment, Conversion, Theft, Fraudulent Transfer, Fraud, Individual Liability of Corporate Officers, CUTPA Violations, Piercing Corporate Veil and Home Improvement Violation. On May 13, 2024, the Court held a hearing for the Plaintiff's Pre-Judgment Remedy Application. Defendants were properly served with the Application documents. Defendants did not appear to oppose the Plaintiff's Application.

In *Harris v. Elliot*, 2017 WL 951017 *1 (Conn. Super. 2017) (Povodator, J.) Judge Povodator sets forth "Connecticut General Statutes §52-278d authorizes the court to grant a prejudgment application when the court finds that the plaintiff has shown probable cause that a judgment will be rendered in favor of plaintiff in the amount of the prejudgment remedy sought (or an amount the court concludes is appropriate), and finds that a prejudgment remedy securing the judgment should be granted." The court in *Harris* at *2 opines that "[i]n the context of a prejudgment remedy proceeding, 'probable cause' has been defined as a 'bona fide belief in the existence of the facts essential under the law for action, in as much as would warrant a man of ordinary caution, prudence and judgment under the circumstances entertaining it.'" *Harris* at *2, citing, *TES Franchising, LLC v. Feldman*, 286 Conn. 132, 137 (2000).

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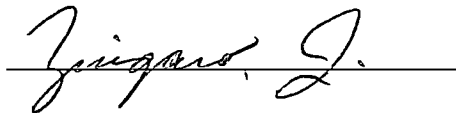
At hearing the Plaintiff established that 22 Baldwin, LLC (Baldwin), by and through its agent Chris Yaroscak of the Alinea Group, LLC (Yaroscak), contracted with LeBlond & Associates, Inc., for services, including the preparation of shop drawings, and for the supply of goods including custom-made doors and windows, for installation within a single-family house at 22 Baldwin Farms South. The total cost of the contract was \$941,359.15. The contract contained a time and payment schedule. The schedule provided for partial payment upon the completion of each contractually delineated milestone and the timeframe for which each should be completed. Specifically, a ten percent deposit was due upon the signing of the contract (\$88,629.22) and twenty percent was due to initiate shop drawings (\$177,258.45). The contract schedule continued until the satisfaction of all contract terms. The contract completion date was supposed to be August 31, 2023. The parties executed the contract on March 20, 2023. April 3, 2023, the Plaintiff tendered \$265,887.67 to LeBlond & Associates, Inc. for initial contract signing and shop drawing initiation.

The Plaintiff tendered credible evidence that the Defendants did not comply with the terms set forth in the contract. There were a series of delays and disingenuous excuses by the Defendants as to why the first steps of the contract were not completed. Yaroscak made numerous inquiries regarding the deadlines and lack of compliance by LaBlond & Associates, Inc. Yaroscak began to suspect that LeBlond was having financial difficulties and would be unable to fulfil its obligations under the terms of the contract. Finally, Yarscak was informed that LeBlond would be unable to fulfil its obligations under contract. Plaintiff demanded the return of the \$265,887.67 which was originally tendered to LeBlond & Assoc., Inc. but was never returned.

Defendant LeBlond & Assoc., Inc. were financially unable to complete the terms of the contract from its inception. The individual Defendants made representations to the Plaintiff which induced him to contract under false pretenses. They were aware of their financial inability to fulfill the terms of the contract and misappropriated the Plaintiff's funds.

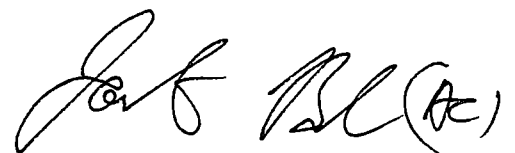
There is probable cause to believe that plaintiff could recover against the Defendants in the amount of \$365,887, taking into account any defenses, counterclaims or set-offs as required by C.G.S. §52-278d(a). A reasonable jury could conclude that the Defendant, LeBlonde & Associates, Inc., fraudulently contracted with the Plaintiff. LeBlond & Associates, Inc. breached the contract with the Plaintiff. The individual Defendants made misrepresentations to the Plaintiff to induce him to execute the contract and misappropriated the contract funds.

The Plaintiff's application for pre-judgment remedy is granted in the amount of \$365,887.00.



Zingaro, J.

Decision entered in accordance
with the foregoing 5/16/2024.
Notice sent to all counsel
of record on 5/16/2024.



Jonathan Bubar
Assistant Clerk