

STATE OF CONNECTICUT

SUPERIOR COURT
STAMFORD-NORWALK
JUDICIAL DISTRICT

DOCKET NO: FST CV 23-5029198-S A 10: 51 SUPERIOR COURT

: JUDICIAL DISTRICT OF

CTPF ONE LLC.

: STAMFORD/NORWALK

V.

: AT STAMFORD

BEMA GROUP, LLC. ET AL
AND JOHN EOANOU

: APRIL 22, 2024

MEMORANDUM OF DECISION

This civil action came before the court in December 2023 on the plaintiff CTPF One's (CTPF) application for a prejudgment remedy. The court has not acted on that application. Subsequently, CTPF has moved for summary judgement asserting the defendants' liability, and in support thereof, has filed an affidavit with exhibits and a memorandum of law. Docket Entries 110.00 and 111.00.

The defendants Bema Group and John Eoanou have answered CTPF One's complaint. Their answer admits that they have not repaid a loan to the plaintiff and specifically admits the existence of the terms of a \$350,000 promissory note owed to the plaintiff by the defendants.

110.02

The plaintiff CTPF has now moved for summary judgment on the issue of the liability of the defendants. In support of its motion CTPF has submitted an affidavit of Sebastian Pinto-Thomaz, a member of CTPF One, LLC, stating that each of the two defendants executed a promissory note in the amount of \$350,000. payable to CTPF in late July 2022. The promissory note was to be paid in full by July 31 2023, and the Pinto-Thomasz affidavit states that as of the date of the affidavit, January 2024, no payment has been received. The affidavit asserts that CTPF has been damaged by this failure which damages include the amount owed, plus interest, attorney fees and court costs. The Pinto-Thomasz affidavit attached, as an exhibit, a copy of the \$350,000 note, that was signed by John Eoanou, as a member of Bema Group, and individually. The court finds in favor of CTPF on its claims against Bema and Eoanou jointly and severally.

Neither Bema Group, nor Eoanou, has responded in any fashion to CTPF One's summary judgment motion which was dated February 12, 2024. CTPF One's motion and supporting documentation are clear and persuasive. The court finds that CTPF is entitled to summary judgement against the two defendants on the basis of their failure to pay any part of the \$350,000 promissory note payable to the plaintiffs and executed by both defendants.


The plaintiff is directed to submit to the court a calculation of the amount claimed to be due it from each defendant, consistent with this decision. The calculation shall be served on defendants' counsel simultaneously.



TAGGART D. ADAMS
Judge Trial Referee

Decision entered in accordance with the forgoing
4/22/2024.

Notice sent to all counsel of
record on 4/22/2024.

, J. Bubas (ACV)
Assistant Referee