RETURN DATE: SEPTEMBER 20, 2022	:	**SUPERIOR COURT**
CARE GIVEN AT HOME, LLC D/B/A CONNECTICUT HEALTH CARE STAFFING	:	**JD OF HARTFORD**
v.	:	**AT HARTFORD**
ATHENA HEALTH CARE ASSOCIATES, INC D/B/A ATHENA HEALTH CARE SYSTEMS D/B/A LITCHFIELD WOODS	:	**July 25, 2022**

COMPLAINT

COUNT ONE: (BREACH OF CONTRACT)

1. The plaintiff, **CARE GIVEN AT HOME, LLC** d/b/a Connecticut Health Care Staffing is a Connecticut limited liability company with an office and place of business at 1000 Farmington Avenue, West Hartford, Connecticut 06107.

2. The defendant, **ATHENA HEALTH CARE ASSOCIATES, INC** d/b/a Athena Health Care Systems d/b/a Litchfield Woods (hereinafter "Litchfield Woods"), is a Connecticut corporation with an office and place of business at 135 South Road, Farmington, Connecticut 06032.

3. On or about January 26, 2022, Plaintiff entered into an agreement with Litchfield Woods to provide certain staffing services.

4. On various dates thereafter, Plaintiff provide Litchfield Woods with the staffing services in the contract.

5. The agreed upon price for the staffing services performed by the Plaintiff was $8,202.33.

6. The contract also provided that Plaintiff would be paid 1.5% per month in interest on the unpaid balance in addition to costs of collection and reasonable attorney's fees.

7. Although the Plaintiff made demand for payment of the unpaid balance, Litchfield Woods has failed or refused to pay the balance owed.

8. Such failure or refusal to pay on the part of Litchfield Woods constituted a breach of contract with Plaintiff.

9. As a result, plaintiff has been damaged.

COUNT TWO: (UNJUST ENRICHMENT)

1-2. Paragraphs 1-2 of Count One are incorporated into Count Two as paragraphs 1-2 as if more fully set forth.

3. The staffing services provided by Plaintiff to Litchfield Woods conferred a benefit to it.

4. Litchfield Woods failed to pay Plaintiff for these staffing services and thereby has been unjustly enriched by the benefit it received.

5. Plaintiff is entitled to payment for the benefit it conferred upon Litchfield Woods.

6. Plaintiff has been damaged by Litchfield Woods' failure, neglect and/or refusal to pay the Plaintiff and the benefit derived therefrom.

THIRD COUNT (QUANTUM MERUIT)

1-3. Paragraphs 1 through3 of the Second Count are hereby incorporated and made paragraphs 1 through 3 of this Third Count as if fully set forth herein.

4. Litchfield Woods knew or should have known of the benefit that was conferred on it by Plaintiff.

5. It would be unfair and inequitable for Litchfield Woods to keep the benefit received from the provision of the aforementioned staffing services without paying for their reasonable value.

6. The reasonable value of the aforementioned staffing services is $8,202.33.

7. Despite Plaintiff's demand for payment, Litchfield Woods has failed, neglected and/or refused to pay for the reasonable value thereof.

WHEREFORE, the plaintiffs claim the following relief:

1. Monetary damages;
2. Interest;
3. Legal fees
4. Costs; and
5. Any further legal or equitable relief the court deems just or proper.

Dated at Rocky Hill, Connecticut, this 25th day of July, 2022.

PLAINTIFF,

By_____

Eric S. Parker, Esq.
John J. Robacynski, Esq.
Romano Parker & Associates
41 New Britain Avenue
Rocky Hill, CT 06067
(860) 563-7482
Its Attorney

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STATEMENT OF AMOUNT IN DEMAND

The statement in demand in this action is greater than TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) but less than FOURTEEN THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND 99/100 ($14,999.99), exclusive of interest and costs.

PLAINTIFF,

By_____

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John J. Robacynski, Esq.
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Its Attorney