

RETURN DATE: MARCH 24, 2026 : **SUPERIOR COURT**
CWPM, LLC : **J.D. OF NEW BRITAIN**
V. : **AT NEW BRITAIN**
ANDREW SIMONOW DBA GC CONNECTICUT : **FEBRUARY 27, 2026**

COMPLAINT

COUNT ONE: BREACH OF CONTRACT

1. Plaintiff, **CWPM, LLC** (“**CWPM**”), has a place of business at 25 Norton Place, Plainville, Connecticut, 06062.
2. Defendant, **ANDREW SIMONOW DBA GC CONNECTICUT** (“**GCC**”), resides and/or has a place of business at 13 Aldens Crossing Road, East Hampton, CT 06424.
3. On or about January 2025, CWPM entered into an agreement with GCC, whereby CWPM agreed to provide GCC with commercial waste disposal services (the “Services”) at certain job sites in Connecticut (the “Services”).
4. CWPM provided the Services as requested by GCC.
5. GCC accepted responsibility to pay for the Services and CWPM issued itemized invoices for the Services provided.
6. GCC has failed, neglected and/or refused to fully pay the balance due and owed to CWPM for the Services provided to GCC.
7. GCC’S acts and/or omissions constitute a breach of contract.
8. As a direct result of the breach, CWPM has suffered damages.

COUNT TWO: UNJUST ENRICHMENT

1-2. CWPM incorporates and re-alleges paragraphs 1-2 of Count One as Paragraphs 1-2 of Count Two.

3. In 2025, CWPM provided GCC with waste removal services (the “Services”) at certain job sites in Connecticut as requested by GCC from time to time.

4. CWPM provided the Services as requested by GCC.

5. CWPM reasonably expected to be paid for the Services.

6. GCC accepted the Services of CWPM; they were used and enjoyed by GCC; GCC benefited thereby; and GCC has unjustly failed to pay CWPM the balance for the Services.

7. GCC’S failure to render payment was detrimental to CWPM as GCC knew it had an obligation to pay CWPM for the Services.

8. GCC owes CWPM for the fair market value of the Services.

COUNT THREE: QUANTUM MERIUT

1-2. CWPM incorporates and re-alleges paragraphs 1-2 of Count One as Paragraphs 1-2 of Count Three.

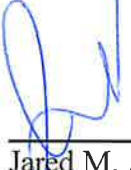
3. In 2025, CWPM provided GCC with waste removal services (the “Services”) at certain job sites in Connecticut pursuant to an implied agreement, whereby GCC agreed to pay CWPM for the Services.

4. CWPM provided the Services as requested by GCC.
5. CWPM reasonably expected to be paid for the Services.
6. GCC accepted the Services of CWPM; they were used and enjoyed by GCC; GCC benefited thereby; and GCC has unjustly failed to fully pay CWPM the balance owed for the Services.
7. GCC'S failure to render payment was detrimental to CWPM as GCC knew it had an obligation to pay CWPM for the Services.
8. GCC owes CWPM for the unpaid Services.

WHEREFORE, the plaintiff claims the following relief:

1. Monetary damages;
2. Interest;
3. Costs of suit; and
4. Any and all other relief, legal or equitable, that the court deems just and proper.

THE PLAINTIFF,
CWPM, LLC

By: 

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STATEMENT OF AMOUNT IN DEMAND

The amount in demand in the above-captioned action is greater than \$2,500, but less than \$15,000.00, exclusive of interest and costs.

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