

RETURN DATE: MAY 12, 2026	:	CONNECTICUT SUPERIOR
	:	COURT
CONVERGINT TECHNOLOGIES LLC	:	
Plaintiff	:	J.D. OF NEW BRITAIN
	:	AT NEW BRITAIN
	:	
V.	:	
	:	
CONNECTICUT SOCIAL EQUITY, LLC	:	
Defendant	:	APRIL 23, 2026

COMPLAINT

1. The Plaintiff, Convergint Technologies LLC (“Plaintiff”), is engaged in the business of providing security systems, equipment, installation, and monitoring services.

2. The Defendant, Connecticut Social Equity, LLC d/b/a Rodeo Cannabis Co. (“Defendant”), is a Connecticut limited liability company with a principal place of business at 221 Old Cider Mill Road, Southington, Connecticut.

3. Beginning on or about October 2023 and continuing thereafter, the Defendant requested and engaged the Plaintiff to provide materials, equipment, installation, and related services, including labor and ongoing monitoring services, which the Plaintiff furnished at the Defendant’s request and for its benefit, including the provision of substantial materials and labor such as security systems, CCTV infrastructure, installation services, and monitoring services.

4. The parties’ agreement was evidenced by proposals, purchase orders, work orders, invoices, and their course of dealing, including Plaintiff’s standard terms and conditions.

5. Plaintiff performed the services requested by the Defendant.

6. The Defendant accepted the materials and services provided, including installation and continued use of the systems.

7. Plaintiff issued invoices to the Defendant reflecting the work performed and amounts due (the “Invoices”).

8. The Invoices itemize the materials, labor, equipment, and services provided.
9. The parties' course of performance reflects that the Defendant repeatedly requested additional work, which Plaintiff performed, invoiced, and which the Defendant accepted.
10. The Defendant made partial payments on the account, thereby acknowledging that a balance was owed.
11. After application of all payments and credits, a balance of no less than \$257,472.17 remains due and owing.
12. Despite demand, the Defendant has failed and refused to pay the outstanding balance.
13. The Defendant continues to retain and use the benefit of Plaintiff's materials and services without payment.

COUNT ONE – BREACH OF CONTRACT

- 1-13. Paragraphs 1 through 13 are incorporated herein.
14. The Plaintiff and Defendant entered into a valid and enforceable agreement pursuant to which the Plaintiff agreed to provide materials, equipment, installation, and related services, and the Defendant agreed to pay for such materials and services.
15. The agreement was evidenced by proposals, purchase orders, work orders, invoices, and the parties' course of dealing.
16. The Plaintiff performed its obligations under the agreement by furnishing the requested materials and services.
17. The Defendant breached the agreement by failing and refusing to pay for the materials and services provided.

18. As a direct and proximate result of the Defendant's breach, the Plaintiff has suffered damages in an amount no less than \$257,472.17.

COUNT TWO – ACCOUNT STATED

1-13. Paragraphs 1 through 13 are incorporated herein.

14. The Plaintiff rendered statements of account to the Defendant, including the Invoices.

15. The Defendant received and retained the Invoices without timely objection.

16. The Defendant made partial payments on the account, thereby acknowledging the validity of the indebtedness.

17. The Defendant is deemed to have assented to the correctness of the account and the balance due.

18. An account stated exists between the parties in the amount of no less than \$257,472.17.

19. The Defendant has failed and refused to pay the balance due.

COUNT THREE – UNJUST ENRICHMENT
(Plead in the alternative to breach of contract)

1-13. Paragraphs 1 through 13 are incorporated herein.

14. To the extent no enforceable contract governs some or all of the materials and services provided, the Plaintiff provided valuable materials, equipment, and services to the Defendant.

15. The Defendant accepted and retained the benefit of those materials and services.

16. The Defendant continues to use and benefit from the Plaintiff's materials and services.

17. The Defendant has failed to pay for those benefits.

18. It would be inequitable and unjust for the Defendant to retain such benefits without payment.

19. As a result, the Defendant has been unjustly enriched in an amount no less than \$257,472.17.

COUNT FOUR – QUANTUM MERUIT
(Pleaded in the alternative to breach of contract)

1-13. Paragraphs 1 through 13 are incorporated herein.

14. To the extent no enforceable contract governs some or all of the materials and services provided, the Plaintiff rendered services and supplied materials to the Defendant with the reasonable expectation of being paid.

15. The Defendant requested, accepted, and benefited from those services and materials.

16. The reasonable value of the services and materials provided is no less than \$257,472.17.

17. The Defendant has failed to pay for those services and materials.

COUNT FIVE – VIOLATION OF CUTPA
(Conn. Gen. Stat. § 42-110a et seq.)

1-13. Paragraphs 1 through 13 are incorporated herein.

14. At all relevant times, the Defendant was engaged in trade or commerce within the meaning of Conn. Gen. Stat. § 42-110a.

15. The Defendant engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including but not limited to:

- a. Repeatedly requesting and authorizing the Plaintiff to provide substantial materials and services over an extended period of time;

- b. Accepting delivery of such materials and services, including installation of systems integral to its operations, and continuing to use and benefit from them;
- c. Failing to timely object to invoices issued in the ordinary course of business, thereby inducing the Plaintiff to continue performance;
- d. Making partial payments on the account, thereby acknowledging the indebtedness, while thereafter refusing to satisfy the outstanding balance;
- e. Asserting positions inconsistent with the parties' course of dealing, account history, and prior acknowledgments of indebtedness in an effort to avoid payment for materials and services received; and
- f. Retaining the benefit of the Plaintiff's materials and services without payment despite demand.

16. The Defendant's conduct, as alleged herein, constitutes more than a mere breach of contract and reflects a pattern of unfair and unscrupulous conduct in that the Defendant accepted and continues to use the Plaintiff's materials and services while failing and refusing to pay for them without a good-faith basis.

17. The Defendant's conduct offends public policy and is immoral, unethical, oppressive, and unscrupulous.

18. As a direct and proximate result of the Defendant's unfair and deceptive acts and practices, the Plaintiff has suffered an ascertainable loss of money and property.

19. Pursuant to Conn. Gen. Stat. § 42-110g, the Plaintiff is entitled to recover actual damages, attorneys' fees, punitive damages, and such other relief as the Court deems appropriate.

WHEREFORE, the Plaintiff respectfully requests that judgment enter in its favor against the Defendant, as follows:

- a. Compensatory Damages in an amount no less than \$257,472.17, or such other amount as may be proven at trial;
- b. Prejudgment and post-judgment interest pursuant to Connecticut law, including but not limited to Conn. Gen. Stat. § 37-3a, for the wrongful detention of money;
- c. Attorneys' Fees pursuant to Conn. Gen. Stat. § 42-110g, in connection with the Plaintiff's CUTPA claim;
- d. Punitive Damages pursuant to Conn. Gen. Stat. § 42-110g, in connection with the Plaintiff's CUTPA claim;
- e. Costs of suit;
- f. For such equitable relief, and such other and further relief, at law or in equity, as the Court deems just and proper, including, if necessary, orders enforcing payment obligations.

THE PLAINTIFF,
CONVERGINT TECHNOLOGIES LLC

By *Lucas Rocklin*
Lucas Rocklin, Esq.
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Firm Juris Number 407996

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STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest, or property is greater than \$15,000.00, exclusive of interest and costs.

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NOTICE

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. IF THE DEFENDANT HAS FILED FOR BANKRUPTCY PROTECTION, THIS PLEADING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT IN VIOLATION OF THE AUTOMATIC STAY.