

DOCKET NO.: HHD-CV24-5086440-S	:	SUPERIOR COURT
	:	
CONVERGINT TECHNOLOGIES LLC	:	J.D. OF NEW BRITAIN
	:	
v.	:	AT NEW BRITAIN
	:	
CONNECTICUT SOCIAL EQUITY, LLC D/B/A	:	
RODEO CANNABIS CO.	:	MAY 27, 2026

ANSWER AND SPECIAL DEFENSES

The Defendant, Connecticut Social Equity, LLC d/b/a Rodeo Cannabis Co.

("Defendant"), hereby answers the Complaint of the Plaintiff, Convergent Technologies LLC ("Plaintiff"), dated April 23, 2026, as follows:

GENERAL ALLEGATIONS

1. The Defendant has insufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint, and therefore leaves the Plaintiff to its proof.

2. The Defendant admits the allegations contained in Paragraph 2 of the Complaint.

3. As to Paragraph 3 of the Complaint, the Defendant admits only that it engaged the Plaintiff to provide certain materials, equipment, installation, and related services beginning in or about October 2023, and denies the allegations of Paragraph 3 to the extent they are inconsistent with the parties' actual agreements and the work that was actually requested, authorized, and performed.

4. As to Paragraph 4 of the Complaint, the Defendant admits that certain proposals, purchase orders, work orders, and invoices were exchanged between the parties; the

Defendant denies that any single integrated agreement, course of dealing, or set of standard terms and conditions governed all of the materials and services at issue, and otherwise denies the allegations of Paragraph 4.

5. The Defendant denies the allegations contained in Paragraph 5 of the Complaint.
6. As to Paragraph 6 of the Complaint, the Defendant admits only that it accepted those materials and services that conformed to the parties' agreements and that were properly installed and operational, and denies the remaining allegations of Paragraph 6.
7. As to Paragraph 7 of the Complaint, the Defendant admits only that the Plaintiff issued certain invoices to the Defendant, and denies that all such invoices accurately reflected the work performed or the amounts properly due.
8. The Defendant denies the allegations contained in Paragraph 8 of the Complaint.
9. The Defendant denies the allegations contained in Paragraph 9 of the Complaint.
10. As to Paragraph 10 of the Complaint, the Defendant admits only that it made payments to the Plaintiff on account of materials and services actually rendered, and denies the remaining allegations of Paragraph 10, including any implication that such payments constituted an acknowledgement of the specific balance claimed in the Complaint.
11. The Defendant denies the allegations contained in Paragraph 11 of the Complaint.
12. As to Paragraph 12 of the Complaint, the Defendant admits only that the Plaintiff has demanded payment of the disputed sum and that the Defendant has declined to pay that

disputed sum; the Defendant denies that the amount demanded is owed and denies the remaining allegations of Paragraph 12.

13. The Defendant denies the allegations contained in Paragraph 13 of the Complaint.

COUNT ONE – BREACH OF CONTRACT

1–13. The Defendant restates and incorporates by reference its responses to Paragraphs 1 through 13 of the General Allegations as if fully set forth herein.

14. As to Paragraph 14 of Count One, the Defendant admits only that the parties entered into certain agreements, evidenced by specific proposals, purchase orders, and/or work orders accepted by the Defendant, for specifically identified materials and services; the Defendant denies that a single, integrated agreement governed all of the materials and services at issue in this action, and otherwise denies the allegations of Paragraph 14.
15. The Defendant denies the allegations contained in Paragraph 15 of Count One to the extent set forth in its response to Paragraph 4 of the General Allegations.
16. The Defendant denies the allegations contained in Paragraph 16 of Count One.
17. The Defendant denies the allegations contained in Paragraph 17 of Count One.
18. The Defendant denies the allegations contained in Paragraph 18 of Count One, including the claimed damages of \$257,472.17.

COUNT TWO – ACCOUNT STATED

- 1–13. The Defendant restates and incorporates by reference its responses to Paragraphs 1 through 13 of the General Allegations as if fully set forth herein.
14. As to Paragraph 14 of Count Two, the Defendant admits only that the Plaintiff issued certain invoices to the Defendant, and denies that those invoices constituted accurate or undisputed statements of account.
15. The Defendant denies the allegations contained in Paragraph 15 of Count Two. The Defendant timely objected to and disputed the accuracy of certain invoices, including the balance now claimed.
16. As to Paragraph 16 of Count Two, the Defendant admits only that it made payments to the Plaintiff on account of materials and services actually rendered, and denies any implication that those payments constituted an acknowledgement of the validity of the balance claimed in the Complaint.
17. The Defendant denies the allegations contained in Paragraph 17 of Count Two.
18. The Defendant denies the allegations contained in Paragraph 18 of Count Two.
19. As to Paragraph 19 of Count Two, the Defendant admits only that it has not paid the specific sum claimed by the Plaintiff because that sum is disputed and is not properly owed, and denies the remaining allegations of Paragraph 19.

COUNT THREE – UNJUST ENRICHMENT

- 1–13. The Defendant restates and incorporates by reference its responses to Paragraphs 1 through 13 of the General Allegations as if fully set forth herein.
14. The Defendant denies the allegations contained in Paragraph 14 of Count Three to the extent they assert that the value of the materials and services provided equals or supports the sum claimed by the Plaintiff, and otherwise leaves the Plaintiff to its proof.
15. As to Paragraph 15 of Count Three, the Defendant admits only that it received the benefit of conforming materials and services actually provided and properly installed, for which it has already paid or for which payment in a proper amount has been tendered or remains subject to good-faith negotiation, and denies the remaining allegations of Paragraph 15.
16. The Defendant denies the allegations contained in Paragraph 16 of Count Three to the extent they assert continued benefit beyond what was conforming and properly installed.
17. The Defendant denies the allegations contained in Paragraph 17 of Count Three.
18. The Defendant denies the allegations contained in Paragraph 18 of Count Three.
19. The Defendant denies the allegations contained in Paragraph 19 of Count Three, including the amount claimed.

COUNT FOUR – QUANTUM MERUIT

- 1–13. The Defendant restates and incorporates by reference its responses to Paragraphs 1 through 13 of the General Allegations as if fully set forth herein.

14. The Defendant has insufficient knowledge or information upon which to form a belief as to the Plaintiff's subjective expectations referenced in Paragraph 14 of Count Four, and therefore leaves the Plaintiff to its proof, except to deny that any such expectation was reasonable to the extent it exceeds the amounts properly chargeable for conforming work actually performed.
15. As to Paragraph 15 of Count Four, the Defendant admits only that it requested and accepted certain conforming materials and services as set forth in specific written authorizations, and denies the remaining allegations of Paragraph 15.
16. The Defendant denies the allegations contained in Paragraph 16 of Count Four, including the claimed value of \$257,472.17.
17. As to Paragraph 17 of Count Four, the Defendant admits only that it has not paid the specific sum claimed by the Plaintiff because that sum is disputed and is not properly owed, and denies the remaining allegations of Paragraph 17.

COUNT FIVE – VIOLATION OF CUTPA

- 1–13. The Defendant restates and incorporates by reference its responses to Paragraphs 1 through 13 of the General Allegations as if fully set forth herein.
14. The Defendant admits that, at all relevant times, it was engaged in trade or commerce within the meaning of Conn. Gen. Stat. § 42-110a.
15. The Defendant denies the allegations contained in Paragraph 15 of Count Five, including subparts (a) through (f).

16. The Defendant denies the allegations contained in Paragraph 16 of Count Five.
17. The Defendant denies the allegations contained in Paragraph 17 of Count Five.
18. The Defendant denies the allegations contained in Paragraph 18 of Count Five.
19. The Defendant denies the allegations contained in Paragraph 19 of Count Five, and denies that the Plaintiff is entitled to any of the relief sought.

The Defendant denies that the Plaintiff is entitled to any of the relief requested in the Prayer for Relief, subparagraphs (a) through (f), of the Complaint.

SPECIAL DEFENSES

Pursuant to Connecticut Practice Book § 10-50, the Defendant asserts the following Special Defenses to each Count of the Complaint. Each Special Defense is pleaded separately and in the alternative, and the Defendant reserves the right to amend, modify, supplement, or withdraw any Special Defense as discovery progresses.

FIRST SPECIAL DEFENSE – Payment

(As to Counts One, Two, Three, and Four)

1. The Defendant has paid the Plaintiff for the materials, equipment, installation, and services actually requested, authorized, conforming, and properly invoiced.
2. To the extent any balance remains owing for properly authorized and conforming work, the amount owed is substantially less than the sum claimed by the Plaintiff in the Complaint.

3. The Plaintiff has therefore been paid in full for some or all of the materials and services that are the subject of the Complaint, and the Complaint fails to account for or properly credit the Defendant's payments.

SECOND SPECIAL DEFENSE – Account Represented Paid in Full

(As to Counts One, Two, Three, Four, and Five)

1. On one or more occasions prior to the commencement of this action, the Plaintiff, by and through its authorized representatives, communicated to the Defendant in writing and/or orally that the Defendant's account with the Plaintiff was paid in full and that no balance remained due and owing.
2. In reliance upon those representations, the Defendant treated its account with the Plaintiff as closed and satisfied as to the work then invoiced, and did not pursue further audit, dispute, or set-off rights it would otherwise have asserted.
3. Notwithstanding those representations of payment in full, the Plaintiff thereafter issued additional invoices and now seeks to recover sums for work that was, by the Plaintiff's own prior statements, fully paid.
4. The Plaintiff is therefore barred, in whole or in part, from recovering on the Complaint based upon its own prior representations that the Defendant's account was paid in full.

THIRD SPECIAL DEFENSE – Accord and Satisfaction

(As to Counts One, Two, Three, and Four)

1. A bona fide dispute existed between the parties as to the amount due, if any, for certain materials, equipment, installation, and services provided by the Plaintiff.
2. The Defendant tendered, and the Plaintiff accepted, payments in resolution of the disputed account, after which the Plaintiff acknowledged that the Defendant's account was paid in full.
3. The parties thereby reached an accord and satisfaction discharging any obligation of the Defendant with respect to all work invoiced as of the date of the Plaintiff's acknowledgement of payment in full.

FOURTH SPECIAL DEFENSE – Waiver

(As to all Counts)

1. By representing to the Defendant that the Defendant's account was paid in full, the Plaintiff intentionally relinquished any right to assert that additional sums were then due and owing for the work to which those representations related.
2. The Plaintiff has accordingly waived its right to recover any sums claimed in this action that fall within the scope of those prior acknowledgements of payment in full.

FIFTH SPECIAL DEFENSE – Setoff and Recoupment

(As to Counts One, Two, Three, and Four)

1. To the extent the Defendant is determined to owe the Plaintiff any sums on the account at issue, the Defendant is entitled to setoff and/or recoupment against any such amounts for, including but not limited to: (a) overcharges and duplicate, erroneous, or unauthorized

billings; (b) charges for materials or services that were not provided, not properly installed, defective, or non-conforming; (c) the cost to remediate or replace any non-conforming work; (d) credits, rebates, or allowances earned by the Defendant but not credited by the Plaintiff; and (e) any other amounts properly chargeable against the Plaintiff arising out of the same transactions.

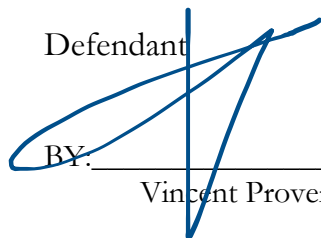
2. After application of all such credits and setoffs, the Defendant owes substantially less than the amount claimed, if anything.

SIXTH SPECIAL DEFENSE – Failure to State a CUTPA Claim (Simple Contract Dispute)

(As to Count Five)

1. Count Five fails to allege conduct that rises above a simple commercial billing or contract dispute. A mere breach of contract, including non-payment of a disputed invoice, does not, without substantial aggravating circumstances, give rise to a violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a et seq.
2. The Defendant's good-faith dispute over the amount owed, and its refusal to pay sums that the Plaintiff itself previously represented were not due, does not constitute an unfair or deceptive act or practice within the meaning of CUTPA.

Defendant



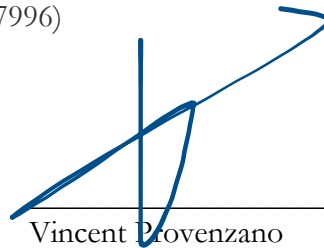
BY: _____

Vincent Provenzano

CERTIFICATION

Undersigned counsel hereby certifies that this Request was sent via first class mail on May 27, 2026 to the following parties of Record:

NEUBERT PEPE & MONTEITH PC (407996)
195 CHURCH ST
13TH FLOOR
NEW HAVEN, CT 06510



Vincent Provenzano
Commissioner of the Superior Court