

**DOCKET NO. NBH-CV26-6014826-S : SUPERIOR COURT**  
**HARTFORD SQUARE ASSOCIATES, LLC : HOUSING SESSION**  
**V. : AT NEW BRITAIN**  
**GREEN ACRES CT ONE, LLC : MARCH 2, 2026**

**AMENDMENT AS OF RIGHT**

Pursuant to Connecticut General Statutes Section 52-128, the Plaintiff, Hartford Square Associates, LLC hereby files an Amended Complaint for the purposes of amending Paragraph Two of the Complaint in accordance with the Amended Complaint and Exhibit A, attached hereto.

THE PLAINTIFF,  
HARTFORD SQUARE ASSOCIATES, LLC

By: 

Eric B. Caines  
Michael dePascale, Jr.  
ROGIN NASSAU LLC [050793]  
185 Asylum Street  
CityPlace I, 22<sup>nd</sup> Floor  
Hartford, CT 06103-3460  
T: (860) 256-6300 / F: (860) 278-2179  
[ecaines@roginlaw.com](mailto:ecaines@roginlaw.com)  
[mdepascale@roginlaw.com](mailto:mdepascale@roginlaw.com)

**CERTIFICATION**

I hereby certify that a copy of the foregoing was or will immediately be forwarded via  
Certified mail and regular U.S. Mail as of this 2<sup>nd</sup> day of March 2026 to the following:

Green Acres CT One, LLC  
One Hartford Square  
New Britain, CT 06052

  
Eric B. Caines

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GREEN ACRES CT ONE, LLC : MARCH 2, 2026

**AMENDED COMPLAINT**

**COUNT ONE: (BREACH OF LEASE)**

1. The plaintiff, Hartford Square Associates, LLC (“Landlord”), is a Connecticut limited liability company with its principal place of business located at 1 Hartford Square, New Britain, Connecticut.

2. The defendant, Green Acres CT One, LLC (“Tenant”), is a Connecticut limited liability company with a business address located at 1 Hartford Square, New Britain, Connecticut.

3. On or about April 1, 2024, Landlord, as lessor, and Tenant, as lessee, entered into a written lease (“Lease”) for approximately 1,820 square feet of space located at 1 Hartford Square, Building #24, Unit 16N, New Britain, Connecticut (the “Premises”). A copy of the Lease is incorporated herein as Exhibit A and will be filed and served on all appearing parties in accordance with Practice Book § 10-29.

4. Thereafter, in accordance with the Lease, Tenant took possession of the Premises pursuant to the Lease. The initial term of the Lease was ten (10) years and three (3) months commencing on April 1, 2024.

5. As set forth in the Lease, Tenant agreed to pay monthly Base Rent and Additional Rent, as said terms are defined in the Lease (together, "Rent"), to Landlord.

6. On or about April 1, 2024, Landlord and Tenant entered into a First Amendment to Lease ("First Amendment") correcting a scrivener's error regarding Tenant's name. A copy of the First Amendment is incorporated herein as Exhibit B and will be filed and served on all appearing parties in accordance with Practice Book § 10-29.

7. Notwithstanding the foregoing, Tenant has not paid Rent since December 5, 2025, as required pursuant to the Lease, as amended.

8. Based on the foregoing, Tenant is in breach of its obligations to Landlord under the Lease based on its non-payment of Rent under the Lease.

9. On or about January 6, 2026, Landlord caused to be served on Tenant a Notice to Quit Possession of the Premises on or before January 13, 2026 for non-payment of rent when due for a commercial property, as required by law. A copy of the Notice to Quit is incorporated herein as Exhibit C and will be filed and served on all appearing parties in accordance with Practice Book § 10-29.

10. As of the date hereof, the total amount of Rent due and owing by Tenant to Landlord is Ten Thousand Five Hundred Twenty-Six and 76/100 Dollars (\$10,526.76), exclusive of late charges and interest.

11. Pursuant to Section 27 of the Lease, when Rent is not paid on or before the first day of the month, Landlord is entitled to assess a late charge of ten percent (10%) of the amounts due.

12. Pursuant to Section 27 of the Lease, Landlord is also entitled to recover interest at a rate of 18% per annum on any amounts not paid within ten (10) days after due.

13. Pursuant to Section 6 of the Lease, Tenant is solely responsible for utility services for the Premises.

14. Landlord has made multiple utility service payments on Tenant's behalf.

15. Pursuant to Section 28(d) of the Lease, Landlord is entitled to recover all costs and expenses incurred to re-let the Premises after Tenant vacates the Premises.

16. Pursuant to Section 28(h) of the Lease, Landlord is entitled to recover all expenses and reasonable attorneys' fees in pursuing this action.

17. Section 48 of the Lease states, in relevant part:

TENANT, FOR ITSELF AND FOR ALL PERSONS CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, SEC. 52-278a et seq., AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY SAID STATUTE TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY.

18. As a result of the foregoing, Landlord has suffered damages. Said damages will continue to increase each month.

**COUNT TWO: (UNJUST ENRICHMENT)**

1. The plaintiff, Hartford Square Associates, LLC ("Plaintiff"), is a Connecticut limited liability company with its principal place of business located at 1 Hartford Square, New Britain, Connecticut.

2. The defendant, Green Acres CT One, LLC (“Defendant”), is a Connecticut limited liability company with a business address located at 1 Hartford Square, New Britain, Connecticut.

3. On or about April 1, 2024, Defendant took possession of approximately 1,820 square feet of space located at 1 Hartford Square, Building #24, Unit 16N, New Britain, Connecticut (the “Premises”) owned by Plaintiff.

4. Prior to Defendant’s occupancy, the Premises was warehouse space suitable only for storage.

5. On or about April 1, 2024, Defendant asked Plaintiff to modify the Premises into retail space for Defendant to use it as a marijuana dispensary.

6. Plaintiff caused the Premises to be modified per Defendant’s request (the “Enhancements”).

7. Defendant utilized the Premises as a marijuana dispensary.

8. In November 2025, Defendant abruptly ceased doing business in the Premises.

9. Defendant subsequently abandoned the Premises.

10. Plaintiff spent Three Hundred Sixty Thousand Three Hundred Nine and 25/100 Dollars (\$360,309.25) on the Enhancements.

11. Defendant was benefited because warehouse space was converted to retail space for Defendant’s sole benefit—namely, so Defendant could operate a marijuana dispensary there—and at Defendant’s express request.

12. The benefit to Defendant was to Plaintiff's detriment because Plaintiff incurred substantial expenses, which Plaintiff would not have incurred but for Defendant inducing Plaintiff to convert the Premises.

13. The Enhancements were made for Defendant's sole benefit because the Premises was never intended to be marketed as a retail space and will be difficult to re-let as such.

14. Defendant's failure to pay Plaintiff for the Enhancements constitutes unjust enrichment because receiving said benefits without payment to Plaintiff is unjust.

15. As a result of the foregoing, Plaintiff has suffered damages.

**WHEREFORE**, the plaintiff, Hartford Square Associates, LLC, seeks:

1. Money damages;
2. Attorneys' fees pursuant to the Lease;
3. Costs;
4. Pre- and post-judgment interest;
5. Interest pursuant to Conn. Gen. Stat. § 31-3a; and
6. Such further relief as this Court may deem appropriate.

PLAINTIFF,  
HARTFORD SQUARE ASSOCIATES, LLC

By: 

Eric B. Caines  
Michael dePascale, Jr.  
ROGIN NASSAU LLC [050793]  
185 Asylum Street, 22<sup>nd</sup> Floor  
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**:**  
**GREEN ACRES CT ONE, LLC : MARCH 2, 2026**

**STATEMENT OF AMOUNT IN DEMAND**

The amount, legal interest, or property in demand is Fifteen Thousand Dollars (\$15,000) or more, exclusive of interest and costs.

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One Hartford Square  
New Britain, CT 06052

  
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# **Exhibit A**

**Document Showing Amended Portions of Original Complaint  
pursuant to Practice Book § 10-59**

**RETURN DATE: FEBRUARY 3, 2026 DOCKET NO. NBH-CV26-6014826-S** :

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**HARTFORD SQUARE ASSOCIATES, LLC :**

**V. :**

**GREEN ACRES CT ONE, LLC :**

**HOUSING SESSION**

**AT NEW BRITAIN**

**JANUARY 9 MARCH 2, 2026**

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