

DOCKET NO.: NNI-CV-26-6040475-S

SUPERIOR COURT

ROBERTA WILCOX-SMITH,
Plaintiff

J.D. OF MERIDEN

AT MERIDEN

v.

WILLOW BROOK WELLNESS,
LLC, d/b/a VERANO
CONNECTICUT, LLC
Defendant

APRIL 20, 2026

DEFENDANT’S ANSWER TO REVISED COMPLAINT AND SPECIAL DEFENSES

Willow Brook Wellness, LLC, d/b/a Verano Connecticut, LLC (“Defendant”), by and through its attorneys, Jackson Lewis, P.C., respectfully submits its Answer and Special Defenses to the Revised Complaint dated March 19, 2025.¹ Any allegations not expressly admitted are denied.

1. Defendant admits that Plaintiff filed a Complaint with the Connecticut Commission on Human Rights and Opportunities (“CHRO”), that a fact-finding investigation took place at the CHRO on or about April 22, 2025, and that Plaintiff received a release of jurisdiction from the CHRO on or about December 1, 2025. Defendant denies the remaining allegations of Paragraph 1.

2. Defendant admits that Plaintiff is Roberta Wilcox-Smith. Defendant denies sufficient knowledge and information to admit or deny the remaining allegations of Paragraph 2 and, therefore, denies same and leaves Plaintiff to her proof.

3. Defendant denies the allegations of Paragraph 3, except admits that Defendant operates a dispensary located at 1371 East Main Street, Meriden, Connecticut 06450.

¹ The actual filing date of the Revised Complaint was March 19, 2026, making this response timely filed under Practice Book § 10-8.

4. Defendant admits the allegations of Paragraph 4.
5. Defendant admits that it hired Plaintiff as a Receptionist on or about May 27, 2022, and that Plaintiff's first day of employment was in June of 2022.
6. Defendant denies the allegations of Paragraph 6.
7. Defendant admits that Plaintiff's personnel file does not contain documents concerning discipline that was administered prior to the termination of her employment. Defendant denies the remaining allegations of Paragraph 7.
8. Defendant denies sufficient knowledge and information to admit or deny the allegations of Paragraph 8 and, therefore, denies same and leaves Plaintiff to her proof.
9. Defendant denies sufficient knowledge and information to admit or deny the allegations of Paragraph 9 and, therefore, denies same and leaves Plaintiff to her proof, except admits that Gary Krol Jr. held the position of Regional Retail Director during Plaintiff's employment.
10. Defendant denies sufficient knowledge and information to admit or deny the allegations of Paragraph 10 and, therefore, denies same and leaves Plaintiff to her proof.
11. Defendant denies the allegations of Paragraph 11.
12. Defendant denies sufficient knowledge and information to admit or deny the allegations of Paragraph 12 and, therefore, denies same and leaves Plaintiff to her proof, except denies the allegations of Paragraph 12 to the extent they suggest Plaintiff was unlawfully discriminated against in connection with promotional opportunities.
13. Defendant denies the allegations of Paragraph 13.
14. Defendant denies the allegations of Paragraph 14, except Defendant admits that Plaintiff was promoted in July of 2023.

15. Defendant admits that the CHRO did not call Mr. Krol to testify during proceedings related to Plaintiff's claims at the agency. Defendant denies the remaining allegation so of Paragraph 15.

16. Defendant denies the allegations of Paragraph 16 as phrased, but admits that Mr. Krol's employment was separated on or about July 27, 2024.

17. Defendant denies the allegations of Paragraph 17 as phrased. Defendant admits that Mr. Monstrelis' employment was separated on or about April 19, 2024.

COUNT I: Conn. Gen Statute 46a-60 (Sexual Harassment):

18. Defendant hereby incorporates its responses to Paragraphs 1 through 17 above as its responses to Paragraphs 1 through 17 of this Count I as though fully set forth herein.

19. Defendant admits that Plaintiff was present at work on June 28, 2023. Defendant denies sufficient knowledge and information to admit or deny the remaining allegations of Paragraph 19 and, therefore, denies same and leaves Complainant to her proof, except states that an investigation corroborated that Mr. Taylor made a statement to the effect of "everything Korean tastes good."

20. Defendant admits that its investigation corroborated that Ms. Slater used words to the effect of those alleged in Paragraph 20.

21. Defendant denies sufficient knowledge and information to admit or deny the allegations of Paragraph 21 and, therefore, denies same and leaves Complainant to her proof.

22. Defendant denies sufficient knowledge and information to admit or deny the allegations of Paragraph 22 and, therefore, denies same and leaves Complainant to her proof.

23. Defendant admits that an investigation into Mr. Taylor's conduct was commenced by Defendant's third-party discrimination and harassment investigation service in June 2023 and

that Mr. Grabowski participated in said investigation. Defendant denies the remaining allegations of Paragraph 23.

24. Defendant admits that Ms. Reilly made a report concerning Mr. Taylor on or about June 30, 2023, the content of which speaks for itself. Defendant denies the allegations of Paragraph 24 to the extent they are inconsistent with the contents of Ms. Reilly's report.

25. Defendant admits that Ms. Reilly made a report concerning Mr. Taylor on or about June 30, 2023, the content of which speaks for itself. Defendant denies the allegations of Paragraph 25 to the extent they are inconsistent with the contents of Ms. Reilly's report.

26. Defendant denies the allegations of Paragraph 26.

27. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 27 and, therefore, denies same and leaves Plaintiff to her proof.

28. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 28 as phrased and, therefore, denies same and leaves Plaintiff to her proof.

29. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 29 as phrased and, therefore, denies same and leaves Plaintiff to her proof.

30. Defendant admits that it received complaints concerning statements made by Mr. Durant, which it subsequently investigated. Defendant denies sufficient knowledge and information sufficient to admit or deny the remaining allegations of Paragraph 30 as phrased and, therefore, denies same and leaves Plaintiff to her proof.

31. Defendant admits that Ms. Reilly submitted a statement to Ms. Monstrelis via email on or about September 1, 2023, the content of which speaks for itself. Defendant denies the allegations of Paragraph 31 to the extent it is inconsistent with the content of that statement.

32. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 32 and, therefore, denies same and leaves Plaintiff to her proof.

33. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 33 and, therefore, denies same and leaves Plaintiff to her proof.

34. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 34 and, therefore, denies same and leaves Plaintiff to her proof.

35. Defendant denies the allegations of Paragraph 35.

36. Defendant admits the allegations of Paragraph 36.

37. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 37 and, therefore, denies same and leaves Plaintiff to her proof, except states that Mr. Taylor's termination resulted from a violation of Defendant's attendance and punctuality policies.

SECOND COUNT Conn. Gen Statute 46a-60 (Retaliatory Discharge)

38. Defendant hereby incorporates its responses to Paragraphs 1 through 17 above as its responses to Paragraphs 1 through 17 of this Second Count as though fully set forth herein.

39. Defendant admits that it investigated complaints raised by Mr. Grabowski, the contents of which speak for themselves. Defendant denies the allegations of Paragraph 39 to the extent inconsistent with the contents of such statements.

40. Defendant denies the allegations of Paragraph 40.

41. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 41 and, therefore, denies same and leaves Plaintiff to her proof.

42. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 42 and, therefore, denies same and leaves Plaintiff to her proof, except Defendant denies that the individual Plaintiff recorded did not enter Defendant's location.

43. Defendant admits that it investigated the allegations Plaintiff had recorded security footage of an individual who had entered Defendant's facility from Defendant's security workstation using her personal cell phone and that Mr. Bucchieri and Ms. Monstrelis were involved in the investigation. Defendant denies the remaining allegations of Paragraph 43.

44. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 44 and, therefore, denies same and leaves Plaintiff to her proof.

45. Defendant denies the allegations of Paragraph 45.

46. Defendant admits that Mr. Allende was involved in the investigation of Plaintiff, which resulted in the termination of Plaintiff's employment.

47. Defendant admits that Plaintiff was terminated for violating Defendant's policies against recordings in the workplace due to her recording security footage from Defendant's security workstation using her personal cell phone.

48. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 48 and, therefore, denies same and leaves Plaintiff to her proof.

49. Defendant denies knowledge and information sufficient to admit or deny the allegations of Paragraph 49 and, therefore, denies same and leaves Plaintiff to her proof.

50. Defendant states that Mr. Allende provided testimony on April 22, 2025, the content of which speaks for itself. Defendant denies the allegations of Paragraph 50 to the extent inconsistent with that testimony.

51. The allegations of Paragraph 51 lack sufficient specificity for Defendant to be able to admit or deny same. Defendant therefore, denies sufficient knowledge and information to admit or deny the allegations of Paragraph 51 and, therefore, leaves Plaintiff to her proof. Defendant admits that Plaintiff is not the only employee that has been found to have violated the relevant handbook policy.

52. The allegations of Paragraph 52 lack sufficient specificity for Defendant to be able to admit or deny same. Defendant therefore, denies sufficient knowledge and information to admit or deny the allegations of Paragraph 52 and, therefore, leaves Plaintiff to her proof.

53. The allegations of Paragraph 53 lack sufficient specificity for Defendant to be able to admit or deny same. Defendant therefore denies sufficient knowledge and information to admit or deny the allegations of Paragraph 53 and, therefore, leaves Plaintiff to her proof.

54. The allegations of Paragraph 54 are such that no response is required. To the extent any response is required, Defendant denies any and all claims and allegations that Defendant engaged in discrimination, harassment, or retaliation in violation of Conn Gen. Stat. § 46a-60.

SPECIAL DEFENSES

FIRST DEFENSE (AS TO ALL COUNTS)

The Complaint should be dismissed because Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE (AS TO ALL COUNTS)

At all times relevant hereto, Defendant has acted in good faith and has not violated any rights which may be secured to Plaintiff under any federal, state or local laws, rules, regulations or guidelines. Plaintiff's employment was terminated due to a violation of company policy. Plaintiff's alleged engagement in protected activity was not a factor in said decision.

THIRD DEFENSE (AS TO ALL COUNTS)

The Complaint should be dismissed because all actions taken by Defendant with respect to Plaintiff were taken for legitimate, non-discriminatory, and non-retaliatory business reasons. Plaintiff's employment was terminated due to a violation of company policy. Plaintiff's membership in a protected class and/or alleged engagement in protected activity was not a factor in said decision.

FOURTH DEFENSE (AS TO ALL COUNTS)

Even if Plaintiff's engagement in alleged protected activity was a factor in the actions alleged by Plaintiff, *which Defendant expressly denies*, Plaintiff's claims for damages are barred in whole or in part because Defendant would have made the same decisions regardless of Plaintiff's engagement in alleged protected activity. Plaintiff's employment was terminated due to a violation of company policy.

FIFTH DEFENSE (AS TO ALL COUNTS)

Plaintiff's claims for damages are barred, in whole or in part, to the extent that she has failed to mitigate her damages by making reasonable efforts to obtain comparable employment.

SIXTH DEFENSE (AS TO ALL COUNTS)

To the extent Plaintiff suffered any damages or losses for which Plaintiff seeks to hold Defendant responsible, those damages or losses were caused in whole or in part by Plaintiff's own acts, conduct, or omissions or the acts, conduct, or omissions of third parties.

SEVENTH DEFENSE (AS TO COUNT I)

Plaintiff's claims are barred, in whole or in part, because Plaintiff cannot demonstrate severe and pervasive conduct that altered the terms and conditions of Plaintiff's employment.

EIGHTH DEFENSE (AS TO COUNT I)

Plaintiff's claims are barred, in whole or in part, because Defendant exercised reasonable care to prevent and promptly correct any allegedly harassing behavior to which Plaintiff was allegedly subjected.

RESPECTFULLY SUBMITTED,

**DEFENDANT,
WILLOW BROOK WELLNESS, LLC d/b/a
VERANO CONNECTICUT, LLC**

By: /s/ Justin E. Theriault

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CERTIFICATION OF SERVICE

This is to certify that on April 20, 2026, the foregoing was sent via electronic mail to the following counsel of record:

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/s/ Justin E. Theriault 432019

Justin E. Theriault