

**DOCKET NO.: HFH-CV24-6028812-S** : **SUPERIOR COURT**  
**BLUE BLACK CAPITAL PARTNERS, LLC** : **J.D. OF HARTFORD**  
**VS.** : **HOUSING SESSION**  
**TP2B BAKERY, LLC** : **AT HARTFORD**  
: **MARCH 4, 2024**

**DEFENDANT'S ANSWER & SPECIAL DEFENSES**

**FIRST COUNT:**

1. As to the allegations set forth in Paragraph One of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.
2. The Defendant admits the allegations set forth in Paragraph Two of the First Count of Plaintiff's Summary Process Complaint.
3. As to the allegations set forth in Paragraph Three of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.
4. As to the allegations set forth in Paragraph Four of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.
5. The Defendant admits the allegations set forth in Paragraph Five of the First Count of Plaintiff's Summary Process Complaint.
6. The Defendant admits the allegations set forth in Paragraph Six of the First Count of Plaintiff's Summary Process Complaint.

7. The Defendant admits the allegations set forth in Paragraph Seven of the First Count of Plaintiff's Summary Process Complaint.

8. The Defendant admits the allegations set forth in Paragraph Eight of the First Count of Plaintiff's Summary Process Complaint.

9. As to the allegations set forth in Paragraph Nine of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

10. As to the allegations set forth in Paragraph Ten of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

11. The Defendant denies the allegations set forth in Paragraph Eleven of the First Count of Plaintiff's Summary Process Complaint.

12. As to the allegations set forth in Paragraph Twelve of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

13. As to the allegations set forth in Paragraph Thirteen of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

14. As to the allegations set forth in Paragraph Fourteen of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

15. The Defendant denies the allegations set forth in Paragraph Fifteen of the First Count of Plaintiff's Summary Process Complaint.

16. As to the allegations set forth in Paragraph Sixteen of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

17. The Defendant denies the allegations set forth in Paragraph Seventeen of the First Count of Plaintiff's Summary Process Complaint.

18. As to the allegations set forth in Paragraph Eighteen of the First Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

19. The Defendant denies the allegations set forth in Paragraph Nineteen of the First Count of Plaintiff's Summary Process Complaint.

20. The Defendant denies the allegations set forth in Paragraph Twenty of the First Count of Plaintiff's Summary Process Complaint.

**SECOND COUNT:**

21. Defendant's responses to Paragraphs One through Twenty of the First Count are fully restated herein as its responses to Paragraphs One through Twenty of this Second Count.

22. As to the allegations set forth in Paragraph Twenty-Two of the Second Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

23. As to the allegations set forth in Paragraph Twenty-Three of the Second Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

24. As to the allegations set forth in Paragraph Twenty-Four of the Second Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

25. The Defendant denies the allegations set forth in Paragraph Twenty-Five of the Second Count of Plaintiff's Summary Process Complaint.

26. The Defendant denies the allegations set forth in Paragraph Twenty-Six of the Second Count of Plaintiff's Summary Process Complaint.

**THIRD COUNT:**

27. Defendant's responses to Paragraphs One through Twenty-Six of Counts One & Two are fully restated herein as its responses to Paragraphs One through Twenty-Six of this Third Count.

28. The Defendant denies the allegations set forth in Paragraph Twenty-Eight of the Third Count of Plaintiff's Summary Process Complaint.

29. As to the allegations set forth in Paragraph Twenty-Nine of the Third Count of Plaintiff's Summary Process Complaint, the Defendant has insufficient knowledge and, as such, leaves the Plaintiff to its proof.

**SPECIAL DEFENSES**

1. The Notice to Quit is invalid due to its failure to specify what "Rent" was allegedly not paid. The Notice to Quit did not properly set forth what is actually claimed to be due with requisite specificity. As a result of the defective and invalid Notice to Quit, this court lacks the requisite subject matter jurisdiction.

2. Any alleged default has been cured and the Plaintiff's Claim should be barred by the Doctrine of Equitable Defense against Forfeiture.
3. The Plaintiff's Claim should be barred by the Doctrine of Waiver.
4. The Plaintiff's Claim should be barred by the Doctrine of Laches.
5. The Plaintiff's Claim should be barred by the Doctrine of Estoppel.
6. The Plaintiff's Claim should be barred due to the Doctrine of Unclean Hands.
7. Count Two (2) which is grounded in an alleged violation of lease is invalid due to the Plaintiff's failure to provide advance, written notice of such alleged lease violation (pertaining to the allegation that the Defendant failed to initially open for business on or before October 1, 2023).

RESPECTFULLY SUBMITTED  
DEFENDANT TP2B Bakery, LLC



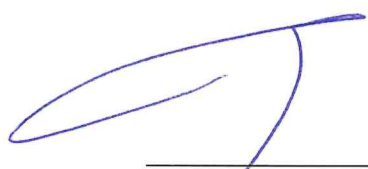
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**CERTIFICATION**

The foregoing Answer & Special Defenses has been forwarded via first class mail postage prepaid and by email, this 4<sup>th</sup> day of March 2024 to the following counsel of record:

SHIPMAN & GOODWIN LLP  
ONE CONSTITUTION PLAZA  
HARTFORD, CT 06103



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Brian M. Silver  
Commissioner of the Superior Court