

RETURN DATE: FEBRUARY 26, 2024 : SUPERIOR COURT
:
BLUE BACK CAPITAL PARTNERS, : HOUSING SESSION
LLC : AT HARTFORD
:
v. :
:
TP2B BAKERY, LLC : FEBRUARY 16, 2024

COMPLAINT

Plaintiff, by its undersigned counsel, for its Complaint, hereby alleges, on knowledge as to its own conduct and otherwise on information and belief, as follows:

**COUNT ONE - NON-PAYMENT OF RENT
WHEN DUE FOR COMMERCIAL PROPERTY
(Against Tenant)**

Parties, Jurisdiction, and Venue

1. Plaintiff Blue Back Capital Partners, LLC (“Plaintiff”) is a Delaware limited liability company with a local business address at c/o Brand Street Properties, LLC, 309 Greenwich Avenue, Greenwich, Connecticut 06830.

2. Defendant TP2B Bakery, LLC (“Tenant”) is a Connecticut limited liability company with a business address of 57 Pratt Street, Hartford, CT 06103-1604. Defendant’s agent for service in Connecticut is Brian Silver, One Liberty Square, New Britain, Connecticut 06051.

3. The Court has personal jurisdiction over the Tenant pursuant to Conn. Gen. Stat. § 34-243r because this cause of action arises out of a contract made in the State of Connecticut and to be performed in the State of Connecticut. Further, Tenant transacted business within the State of Connecticut, including with Plaintiff, and used and/or possessed the Premises (defined below) that is the subject of this dispute, which is situated within the State of Connecticut.

4. Venue is proper in this Court because the subject premises that forms the basis of this dispute is located in West Hartford, Connecticut.

Factual Background

5. Plaintiff and Tenant were parties to that certain Lease dated April 12, 2023 (the “Lease”), pursuant to which Plaintiff rented to Tenant that certain Store No. C10, being approximately 3,000 square feet of Ground Floor Area,¹ along with any Outside Patio Area, located at 69 Memorial Road, West Hartford, Connecticut 06107, which is in and part of the Development commonly known as “BLUE BACK SQUARE”, as more specifically set forth in the Lease (the “Premises”). A true and correct copy of the relevant portions of the Lease is attached hereto as Exhibit A.²

6. Pursuant to the Lease, Tenant was permitted to operate on the Premises under the trade name “The Bakery by P2B.”

7. The term of the Lease was for a period of ten (10) years from and including the Commencement Date. Provided that Tenant was not in default under the Lease, the Lease also provided the Tenant the option to extend the Lease for an additional two (2) periods of sixty (60) calendar months.

8. Pursuant to Article II of the Lease, Tenant was required to pay Rental, as defined in Section 2.01 of the Lease, starting on the Rental Commencement Date.

9. The “Rental Commencement Date” as defined in Item (1) of the Lease Data Sheet was October 1, 2023.

¹ All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

² All Exhibits referenced herein shall be filed and served in accordance with Practice Book § 10-29. All references to any Routing/ABA/Transit Numbers and/or Account Numbers contained in the Lease have been redacted to protect such confidential banking information.

10. Pursuant to Section 19.01(a)(i) of the Lease, if Tenant failed to pay Rental (or any part thereof) or any other charges required under the Lease within a ten (10) day period after Plaintiff gives written notice to Tenant specifying Tenant's failure to do so, such failure shall be deemed a "Default", and Plaintiff may, at its option, immediately terminate the Lease and the Tenant's right to possession of the Premises by giving Tenant a written notice that the Lease is terminated.

11. Tenant failed to pay Rental due under the Lease for the month of November 2023.

12. Plaintiff is the current owner and landlord of the Premises.

13. By letter dated November 28, 2023 (the "Default Notice"), Plaintiff provided the Tenant notice of continuing defaults under the Lease. A true and correct copy of the Default Notice is attached hereto as Exhibit B.³

14. The Default Notice specified Tenant's failure to pay Rental due under the Lease and made demand that the Tenant cure the payment default.

15. The Tenant failed to fully and timely cure the payment default within ten (10) days of receiving the Default Notice.

16. By letter dated January 8, 2024 (the "Termination Notice"), Plaintiff gave the Tenant written notice that Tenant failed to timely and fully: (i) cure the payment default addressed in the Notice of Default, and (ii) pay Rental and charges that came due under the Lease on December 1, 2023, and January 1, 2024. The Termination Notice also gave written notice to Tenant terminating the Lease, effective January 19, 2024. A true and correct copy of the Termination Notice is attached hereto as Exhibit C.

17. The Lease terminated January 19, 2024.

³ All references to any Routing/ABA/Transit Numbers and/or Account Numbers contained in the Default Notice have been redacted to protect such confidential banking information.

18. On January 23, 2024, Plaintiff served Tenant with a notice to quit possession of the Premises no later than February 2, 2024 (the “Notice to Quit”), due to the following: (1) violation of the lease; (2) nonpayment of rent when due for commercial property; and (3) you originally had a right of privilege to occupy such premises but such right or privilege has terminated. A true and correct copy of the Notice to Quit, with the marshal’s return of service, is attached hereto as Exhibit D.

19. Any claim that Tenant may have had that it was authorized to occupy the Premises is no longer valid, as such right or privilege was terminated by the Termination Notice and service of the Notice to Quit.

20. Although the time designated for Tenant to vacate and quit possession of the Premises has lapsed, and Tenant has no right to occupy the Premises, Tenant continues to be in possession of the Premises and refuses to vacate the same.

WHEREFORE, Plaintiff seeks:

1. A Judgement of Eviction of Tenant from the Premises;
2. Forfeiture to the Plaintiff of any possession and personal effects of Tenant remaining on the Premises because it is a commercial property; and
3. Such other and further relief as this Court deems just and proper.

COUNT TWO: VIOLATION OF LEASE
(Against Tenant)

21. Plaintiff repeats and realleges paragraphs 1 through 20 above as if fully set forth herein.

22. Pursuant to Section 7.02 of the Leases, Tenant agreed “to initially open for business on the Rental Commencement Date and to continuously operate in all of the Premises during the entire Term on and after the Rental Commencement Date. . . .”

23. Tenant failed to initially open for business on or before the October 1, 2023, the Rental Commencement Date.

24. Pursuant to Section 19.01(a)(iii) of the Lease, any failure by Tenant to move into the Premises and to initially open for business on or before the Rental Commencement Date shall be deemed a “Default” and in addition to or in lieu of other rights or remedies Plaintiff may have under the Lease or by law, Plaintiff may, at its option, immediately terminate the Lease and the Tenant’s right to possession of the Premises by giving Tenant a written notice that the Lease is terminated.

25. Tenant’s right to occupy the Premises terminated by the Termination Notice and service of the Notice to Quit.

26. Although the time designated for Tenant to vacate and quit possession of the Premises has lapsed and Tenant has no right to occupy the Premises, Tenant continues to be in possession of the Premises and refuses to vacate the same.

WHEREFORE, Plaintiff seeks:

1. A Judgement of Eviction of Tenant from the Premises;
2. Forfeiture to the Plaintiff of any possession and personal effects of Tenant remaining on the Premises because it is a commercial property; and
3. Such other and further relief as this Court deems just and proper.

**COUNT THREE: RIGHT OR PRIVILEGE
TO OCCUPY PREMISES HAS TERMINATED
(Against Tenant)**

27. Plaintiff repeats and realleges paragraphs 1 through 26 above as if fully set forth herein.

28. Tenant's right to occupy the Premises terminated by the Termination Notice and service of the Notice to Quit.

29. Although the time designated for Tenant to vacate and quit possession of the Premises has lapsed, Tenant continues in possession of the Premises and refuses to vacate the same.

WHEREFORE, Plaintiff seeks:

1. A Judgement of Eviction of Tenant from the Premises;
2. Forfeiture to the Plaintiff of any possession and personal effects of Tenant remaining on the Premises because it is a commercial property; and
3. Such other and further relief as this Court deems just and proper.

**PLAINTIFF,
BLUE BACK CAPITAL PARTNERS,
LLC**

By: /s/ 430935

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