

RETURN DATE: APRIL 15, 2025 : SUPERIOR COURT
BUDR HARTFORD HOLDING LLC ET AL: HARTFORD HOUSING
VS. : AT HARTFORD
MORE THAN JUST SHARKBITE NEW : APRIL 3, 2025
ENGLAND LLC

COMPLAINT

PLAINTIFF COMPLAINS AND SAYS:

COUNT ONE: (Originally had a right or privilege, but such right or privilege has terminated) (BUDR Hartford Holding LLC v. More Than Just Sharkbite LLC)

1. Upon information and belief, on or before January 1, 2025, the Defendant, More Than Just Sharkbite New England LLC, a commercial tenant, subleased 1037 Boulevard, 1st floor, Unit 2, West Hartford, Connecticut (the "Premises") from Plaintiff, BUDR Hartford Holding LLC.
2. Upon information and belief, Defendant took possession of the Premises with the knowledge and/or acquiescence of Plaintiff.
3. The Defendant originally had the right or privilege to occupy the Premises, but such right or privilege has terminated, and Defendant continues in possession thereof.
4. On or about March 24, 2023, the Plaintiff caused notice to be served on the Defendant to vacate the Premises on or before March 26, 2025, in accordance with the provisions of the statute, a copy of said notice being attached hereto.
5. Although the time designated in said notice for the Defendant to quit possession of the Premises has passed, the Defendant still continues in possession thereof and refuses to vacate the same.

COUNT TWO: (Nonpayment of Rent) (BUDR Hartford Holding LLC v. More Than Just Sharkbite New England LLC)

1. On or about January 2, 2023, the Plaintiff, BUDR Hartford Holding LLC, entered into a written Sublease with the Defendant, More Than Just Sharkbite New England LLC, commencing January 2, 2023 and terminating December 31, 2027 (the "Sublease"), at a monthly rental of \$4,564.00 for the period January 1, 2025 to December 31, 2025, payable in advance on the first day of each month, of the following described premises, to wit: 1037 Boulevard 1st floor, Unit 2, West Hartford, Connecticut.

2. On or about January 2, 2023, the Defendant entered into possession of said premises and has ever since continued in possession thereof.

3. The Defendant has failed to pay rent under the Sublease due on March 1, 2025.

4. On or about March 26, 2025, the Plaintiff caused notice to be served on the Defendant to vacate said premises on or before March 31, 2025, in accordance with the provisions of the statute, a copy of said notice being attached hereto.

5. Although the time designated in said notice for the Defendant to quit possession of said premises has passed, the Defendant still continues in possession thereof and refuses to vacate the same.

COUNT THREE: (Originally had a right or privilege, but such right or privilege has terminated) (BUDR Holding 2 LLC v. More Than Just Sharkbite LLC)

1. Upon information and belief, on or before January 1, 2025, the Defendant, More Than Just Sharkbite New England LLC, a commercial tenant, subleased 1037 Boulevard, 1st floor, Unit 2, West Hartford, Connecticut (the "Premises") from Plaintiff, BUDR Holding 2 LLC.

2. Upon information and belief, Defendant took possession of the Premises with the knowledge and/or acquiescence of Plaintiff.

3. The Defendant originally had the right or privilege to occupy the Premises, but such right or privilege has terminated, and Defendant continues in possession thereof.

4. On or about March 24, 2023, the Plaintiff caused notice to be served on the Defendant to vacate the Premises on or before March 26, 2025, in accordance with the provisions of the statute, a copy of said notice being attached hereto.

5. Although the time designated in said notice for the Defendant to quit possession of the Premises has passed, the Defendant still continues in possession thereof and refuses to vacate the same.

COUNT FOUR: (Nonpayment of Rent) (BUDR Holding 2 LLC v. More Than Just Sharkbite New England LLC)

1. On or about January 2, 2023, BUDR Hartford Holding LLC, entered into a written Sublease with the Defendant, More Than Just Sharkbite New England LLC, commencing January 2, 2023 and terminating December 31, 2027 (the "Sublease"), at a monthly rental of \$4,564.00 for the period January 1, 2025 to December 31, 2025, payable in advance on the first day of each month, of the following described premises, to wit: 1037 Boulevard 1st floor, Unit 2, West Hartford, Connecticut.

2. The Sublease was assigned to the Plaintiff, BUDR Holding 2, LLC prior to March 1, 2025, and Defendant was given notice of the assignment.

3. On or about January 2, 2023, the Defendant entered into possession of said premises and has ever since continued in possession thereof.

4. The Defendant has failed to pay rent under the Sublease due on March 1, 2025.

5. On or about March 26, 2025, the Plaintiff caused notice to be served on the Defendant to vacate said premises on or before March 31, 2025, in accordance with the provisions of the statute, a copy of said notice being attached hereto.

6. Although the time designated in said notice for the Defendant to quit possession of said premises has passed, the Defendant still continues in possession thereof and refuses to vacate the same.

WHEREFORE, the Plaintiff claims:

(i) a Judgment for Possession of the Premises; and

(ii) Forfeiture to the Plaintiff of the Defendant's possessions and personal effects because the Premises is a nonresidential property.

**PLAINTIFFS – BUDR HARTFORD HOLDING LLC AND BUDR
HOLDING S LLC**

By: /s/ Charles J. Shimkus, Jr.
Charles J. Shimkus, Jr., Esq.
Shimkus, Murphy and Rosenberger, P.C.
382 New Britain Avenue
Hartford, CT 06106
Tele. No. 860-249-1396 x2
Juris No. 416505
Attorney for the Plaintiffs

NOTICE TO QUIT (END) POSSESSIONJD-HM-7 Rev. 4-19
C.G.S. § 47a-23STATE OF CONNECTICUT
SUPERIOR COURT

www.jud.ct.gov

**Instructions:**

1. Complete this notice. Make sure that the person signing this notice is the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law or in-fact.
2. Give the completed notice to a state marshal or any proper officer with enough copies for each adult occupant and tenant you want to evict.
3. After service (delivery to the tenant(s) and occupant(s)) is made, the original Notice to Quit will be returned to you. If you do not want to include your address on this form, give this information to the marshal or other proper officer on a separate sheet so that the officer can return the original notice to you promptly after making service.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

To: Name(s) of tenant(s) and occupant(s)

MORE THAN JUST SHARKBITE NEW ENGLAND LLC

Address of premises, including apartment number, if any

1037 Boulevard, 1st floor, Unit 2, West Hartford, CT

You must quit (end) possession or occupancy of the premises described above and now occupied by you on or before (date) 03/31/2025 for the following reason(s) (specify):

1. You originally had a right or privilege to occupy the premises, but such right or privilege has terminated;
2. Nonpayment of Rent for March, 2025.

YOU ARE HEREBY NOTIFIED THAT ANY PAYMENTS TENDERED FOR RENT AFTER THE SERVICE OF THIS NOTICE TO QUIT SHALL BE ACCEPTED FOR USE AND OCCUPANCY ONLY AND NOT FOR RENT, WITH FULL RESERVATION OF RIGHTS TO CONTINUE WITH THE EVICTION ACTION.

YOU ARE FURTHER ADVISED THAT THE LANDLORD INTENDS TO SEEK FORFEITURE OF THE OCCUPANT'S POSSESSIONS AND PERSONAL EFFECTS REMAINING ON THE PREMISES IN ACCORDANCE WITH CONNECTICUT GENERAL STATUTE SECTION 47a-42a.

If you have not moved out of the premises by the date indicated above, an eviction (summary process) case may be started against you.

Name and title of person signing (Print or type)

Charles J. Shimkus, Jr., Esq.

Signed

Name of landlord

BUDR HARTFORD HOLDING LLC & BUDR HOLDING 2 LLC

Date signed

3/24/2025

Dated at (Town)

Hartford

Address of person signing (Submit to proper officer on a separate sheet if desired)

382 New Britain Avenue, Hartford, CT 06106**Return of Service** (To be completed by officer who serves (delivers) this notice)

Name(s) of person(s) served	Address at which service was made	On (Date of service)
		Fees
		Copy
		Endorsement
		Service
		Travel
Attest (Name and title)		Total



STATE OF CONNECTICUT:

: SS. WEST HARTFORD April 4, 2025
COUNTY OF HARTFORD :

THEN and by virtue hereof and by direction of the plaintiff's Attorney, I made due and legal service of the within original Writ, Summons and Complaint by leaving a true and attested copy with and in the hands of COURTNEY PAVLICK whom is the duly authorized agent to accept service on behalf of the within named defendant:

MORE THAN JUST SHARKBITE NEW ENGLAND, LLC

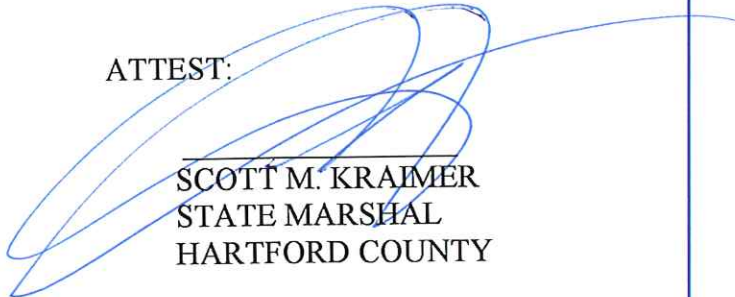
At 1037 Boulevard, 1st floor, Unit 2, West Hartford, CT.

THE WITHIN IS THE ORIGINAL WRIT, SUMMONS AND COMPLAINT WITH MY DOINGS HEREON ENDORSED.

FEES:

SERVICE	\$ 50.00
TRAVEL	\$ 6.00
ENDORSEMENTS	\$ 2.00
PAGES	\$ 6.00
TOTAL	\$ 64.00

ATTEST:


SCOTT M. KRAMER
STATE MARSHAL
HARTFORD COUNTY

SCOTT M. KRAMER
CONNECTICUT STATE MARSHAL

P.O. Box 271621 • West Hartford, CT 06127-1621 • 860-521-1223