

DOCKET NO. WTH-CV25-6015998-S

KLS ASSOCIATES, LLC	:	SUPERIOR COURT
v.	:	J.D. HOUSING SESSION AT WATERBURY
SLH CONNECTICUT, LLC	:	NOVEMBER 24, 2025

ANSWER

The Defendant, SLH Connecticut, LLC, herein presents its Answer to the Complaint filed by the Plaintiff, KLS Associates, LLC, dated September 26, 2025, with a Return Date of October 28, 2025.

FIRST AND SOLE COUNT

1. The Defendant neither admits nor denies the allegations of Paragraph 1 and leaves the Plaintiff to its proof.
2. Admit.
3. The Defendant neither admits nor denies the allegations of Paragraph 1 and leaves the Plaintiff to its proof.
4. Admit.
5. Denied.
6. Denied.
7. Deny that the Defendant agreed to pay real estate taxes in the amount of \$6,000.00 per year. Admit the remaining allegations.
8. Admit that Article 3.03 of the Lease states that the Defendant shall perform work required to open the premises for business. Deny the remaining allegations.
9. Deny.
10. Deny.

- 11. Deny.
- 12. Deny.
- 13. Deny.
- 14. Deny.
- 15. Deny.

SPECIAL DEFENSES TO FIRST COUNT

First Special Defense

The Plaintiff's recovery, if any, is limited by its failure to mitigate its damages.

Second Special Defense

The Plaintiff's claim is barred by the doctrine of payment and release.

PLAINTIFF, SLH CONNECTICUT, LLC



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CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing Answer of the Defendant, SLH Connecticut, LLC, to the Complaint filed by the Plaintiff, KLS Associates, LLC, was served electronically on the counsel for the Plaintiff on November 24, 2025, and that said counsel agreed in the Summons to accept service of papers electronically. Service was made to the Plaintiff's counsel as follows:

George G. Mowad II
Yamin and Grant, LLC
gmowad@yamingrant.com



Michael G. Albano, Esq.