

RETURN DATE: OCTOBER 24, 2025	:	SUPERIOR COURT HOUSING SESSION
CSD MALL, LLC	:	
v.	:	AT NEW HAVEN
TROTTA, TROTTA & TROTTA, LLC	:	OCTOBER 7, 2025

COMPLAINT

1. The plaintiff, CSD Mall, LLC, ("Plaintiff") is a Connecticut limited liability company, and maintains a mailing address care of PMC Property Group, Inc., 1608 Walnut Street, Suite 1400, Philadelphia, Pennsylvania, 19103.

2. The defendant, Trotta, Trotta & Trotta, LLC, ("Defendant") is a Connecticut limited liability company, and maintains a mailing address of 900 Chapel Street, 12th Floor, P.O. Box 802, New Haven, Connecticut, 06503.

3. On or about November 1, 2003, the Plaintiff's predecessor in title, Chapel Square Development, LLC, ("Original Landlord") as lessor, and the Defendant, as lessee, entered into a "Lease" ("Original Lease") for the commercial use and occupancy of approximately three thousand (3,000) rentable square feet ("Subject Premises") located on the twelfth (12th) floor of the Plaintiff's building at 900 Chapel Street in New Haven, Connecticut ("Building"). A copy of the Original Lease is made part of this complaint as Exhibit A and will be served upon all appearing parties in accordance with Practice Book § 10-29.

4. Under the terms of the Original Lease, the Defendant agreed, *inter alia*:

- (a) To occupy the Subject Premises until December 31, 2008; and
- (b) To tender, when due, any and all charges due and owing under the Lease, including, *inter alia*, "Fixed Minimum Annual Rent," "Additional Rent," "Operating

Expenses,” and all charges due in connection with the Tenant’s electricity usage at the Subject Premises (collectively, “Rent”);

(c) To tender a late charge for its untimely payment of any installment of Rent; and

(d) To tender interest at the annual rate of fifteen percent (15%) for its untimely payment of any installment of Rent.

5. Following execution of the Original Lease, the Original Landlord placed the Defendant in possession of the Subject Premises, and the Defendant remains in possession of the same.

6. The Original Landlord conveyed to CSD Tower LLC its interest in and to the Building by way of a “Quitclaim Deed” (“Deed”) dated December 4, 2003, and recorded on December 9, 2003, in book 6639, page 279, of the New Haven land records. A copy of the Deed is made part of this complaint as Exhibit B and will be served upon all appearing parties in accordance with Practice Book § 10-29.

7. On or about August 10, 2009, CSD Tower LLC, as lessor, and the Defendant, as lessee, entered into an “Amendment to Lease” (“First Lease Amendment”). A copy of the First Lease Amendment is made part of this complaint as Exhibit C and will be served upon all appearing parties in accordance with Practice Book § 10-29.

8. The First Lease Amendment modified the terms of the Original Lease by, *inter alia*:

(a) Extending the “Expiration Date” of the Original Lease to December 31, 2014; and

(b) Altering the amount of Rent due and owing from the Defendant to the Plaintiff.

9. On or about January 1, 2015, CSD Tower LLC, as lessor, and the Defendant, as lessee, entered into a “Second Amendment to Lease” (“Second Lease Amendment,” together with the Original Lease and the First Lease Amendment, the “Lease”). A copy of the Second Lease Amendment is made part of this complaint as Exhibit D and will be served upon all appearing parties in accordance with Practice Book § 10-29.

10. The Second Lease Amendment modified the terms of the Original Lease, as modified by the First Lease Amendment, by, *inter alia*:

(a) Extending the “Expiration Date” of the Original Lease to December 31, 2019; and

(b) Altering the amount of Rent due and owing from the Defendant to the Plaintiff.

11. On or about June 1, 2020, CSD Tower LLC merged with and into the Plaintiff.

12. On or about October 30, 2020, the Plaintiff, as lessor, and the Defendant, as lessee, entered into a “Third Amendment to Lease” (“Third Amendment to Lease,” together with the Original Lease, the First Lease Amendment and the Second Lease Amendment, the “Lease”). A copy of the Third Amendment to Lease is made part of this complaint as Exhibit E and will be served upon all appearing parties in accordance with Practice Book § 10-29.

13. The Third Amendment to Lease modified the terms of the Original Lease, as modified by the First Lease Amendment and Second Lease amendment, by, *inter alia*:

(a) Extending the “Expiration Date” of the Original Lease to December 31, 2025; and

(b) Altering the amount of Rent due and owing from the Defendant to the Plaintiff.

14. The Defendant has failed and refused to pay Rent due under the Lease for the months of July, August and September, 2025.

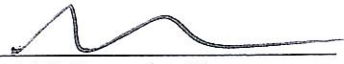
15. On September 24, 2025, the Plaintiff terminated the tenancy of the Defendant, and gave due notice of the same in the manner prescribed by statute to quit possession of the Subject Premises on or before September 30, 2025. The notice to quit and officer's return are attached hereto and marked as Exhibit F.

16. Although the time designated in said notice for the Defendant to quit possession of the Subject Premises has passed, the Defendant remains in possession of the Subject Premises and refuses to vacate the same.

WHEREFORE, the Plaintiff claims:

1. Immediate possession of the Subject Premises;
2. Forfeiture of the Defendants'/occupant's possessions and personal effects in accordance with General Statutes § 47a-42a; and
3. Such other legal or equitable relief as this Court may deem appropriate.

THE PLAINTIFF
CSD MALL, LLC

By: 
Robert N. Sensale, Esq.
Bershtein, Volpe & McKeon P.C.
900 Chapel Street, 11th Floor
New Haven, CT 06510
Juris: 412124
Telephone: (203) 777-5800
Facsimile: (203) 777-5806

NOTICE TO QUIT

**TO: TROTTA, TROTTA & TROTTA, LLC
900 CHAPEL STREET, SUITE 1250
NEW HAVEN, CT 06510**

In accordance with Section 47a-23 of the Connecticut General Statutes, I hereby give you notice that you are to quit possession or occupancy of the land, building and/or premises now occupied by you at **900 CHAPEL STREET, SUITE 1250, NEW HAVEN, CONNECTICUT (APPROXIMATELY 3,000 SQUARE FEET LOCATED ON THE 12TH FLOOR)**, on or before **SEPTEMBER 30, 2025** for the following reasons:

1. **NONPAYMENT OF RENT WHEN DUE FOR COMMERCIAL PROPERTY**

ANY SUMS TENDERED AFTER SERVICE OF THIS NOTICE WILL BE ACCEPTED AS USE AND OCCUPANCY ONLY, AND NOT AS RENT, AND WILL IN NO WAY BE CONSTRUED AS A REINSTATEMENT OF ANY TENANCY.

IF YOU HAVE NOT MOVED OUT BY THE DATE INDICATED ABOVE, AN EVICTION MAY BE STARTED AGAINST YOU.

IF THIS MATTER GOES TO COURT, YOU MAY PRESENT A DEFENSE.

Dated at New Haven, Connecticut this 19th day of September, 2025.

THE LANDLORD
CSD MALL, LLC

By: _____

Robert N. Sensale

Its Attorney

Bershtein, Volpe & McKeon P.C.

900 Chapel Street, 11th Floor

New Haven, CT 06510

STATE OF CONNECTICUT

ss: New Haven
COUNTY OF NEW HAVEN

September 24, 2025

Then and there by virtue hereof, I served the within named defendant, **TROTTA, TROTTA & TROTTA, LLC**, by leaving at the commercial place of business, 900 Chapel Street, Suite 1250, in the City of New Haven, a true and attested copy of the original Notice to Quit.

The within and foregoing is the original Notice to Quit, with my endorsement thereon.

ATTEST

TIMOTHY S. WALL
STATE MARSHAL
NEW HAVEN COUNTY

