

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.: 2476CV0092

IIP-MA 7 LLC,
Plaintiff,

v.

TEMESCAL WELLNESS OF MASSACHUSETTS,
LLC, TEMESCAL WELLNESS OF
MASSACHUSETTS HOLDINGS, LLC, AND
CALLAHAN DRIVE REALTY, LLC
Defendants,

**TEMESCAL WELLNESS OF MASSACHUSETTS', TEMESCAL WELLNESS OF
MASSACHUSETTS HOLDINGS, LLC'S and CALLAHAN DRIVE REALTY, LLC's
ANSWER**

Defendants Temescal Wellness of Massachusetts, LLC, Temescal Wellness of
Massachusetts Holdings, LLC, and Callahan Drive Realty, LLC (collectively "Defendants")
answer the Complaint of IIP-MA 7 LLC.

INTRODUCTION

1. Defendants deny the allegations set forth set forth in Paragraph 1 of the Complaint.
2. Defendants deny the allegations set forth set forth in Paragraph 2 of the Complaint.

PARTIES

3. Defendants are without sufficient information or knowledge to admit or deny the
allegations set forth set forth in Paragraph 3 of the Complaint.
4. Defendants admit the allegations set forth set forth in Paragraph 4 of the Complaint.
5. Defendants admit the allegations set forth in Paragraph 5 of the Complaint.

6. Defendants admit the allegations set forth set forth in Paragraph 6 of the Complaint.

FACTUAL BACKGROUND

7. Defendants admit the allegations set forth set forth in Paragraph 7 of the Complaint.

8. The Guaranty of Lease is a written document, the terms of which speak for themselves and the interpretation of which is a matter of law. To the extent Paragraph 8 of the Complaint asserts facts against the Defendants, they are denied.

9. The Lease is a written document, the terms of which speak for themselves and the interpretation of which is a matter of law. To the extent Paragraph 9 of the Complaint asserts facts against the Defendants, they are denied.

10. The Original Lease is a written document, the terms of which speak for themselves and the interpretation of which is a matter of law. To the extent Paragraph 10 of the Complaint asserts facts against the Defendants, they are denied.

11. The Second Amendment is a written document, the terms of which speak for themselves and the interpretation of which is a matter of law. To the extent Paragraph 11 of the Complaint asserts facts against the Defendants, they are denied.

12. The Second Amendment is a written document, the terms of which speak for themselves and the interpretation of which is a matter of law. To the extent Paragraph 12 of the Complaint asserts facts against the Defendants, they are denied.

13. The updated base rent schedule is a written document, the terms of which speak for themselves and the interpretation of which is a matter of law. To the extent Paragraph 13 of the Complaint asserts facts against the Defendants, they are denied.

14. Defendants admit Plaintiff issued a Notice of Default but otherwise deny the allegations set forth in Paragraph 14 of the Complaint.

15. Defendants deny the allegations set forth in Paragraph 15 of the Complaint.

16. Defendants admits the Plaintiff issued a Notice to Quit / Notice of Termination of Commercial Lease but otherwise denies the allegations set forth in Paragraph 16 of the Complaint

17. Defendants admit that they continue to occupy the premises.

18. Defendants deny the allegations set forth in Paragraph 18 of the Complaint.

19. Defendants deny the allegations set forth in Paragraph 19 of the Complaint.

20. Defendants deny the allegations set forth in Paragraph 20 of the Complaint.

COUNT I – BREACH OF CONTRACT

21. Defendants incorporate by reference their answers to Paragraphs 1 through 20 above as though fully set forth herein.

22. Defendants admit the allegations set forth set forth in Paragraph 22 of the Complaint.

23. Defendants deny the allegations set forth in Paragraph 23 of the Complaint.

24. Defendants deny the allegations set forth in Paragraph 24 of the Complaint.

25. Defendants deny the allegations set forth in Paragraph 25 of the Complaint.

26. Defendants deny the allegations set forth in Paragraph 26 of the Complaint.

COUNT II – BREACH OF IMPLIED COVENENT OF GOOD FAITH AND FAIR DEALING

27. Defendants incorporate by reference their answers to Paragraphs 1 through 26 above as though fully set forth herein.

28. Defendants admit the allegations set forth in Paragraph 28 of the Complaint.

29. Defendants deny the allegations set forth in Paragraph 29 of the Complaint.

30. Defendants deny the allegations set forth in Paragraph 30 of the Complaint.

COUNT III – SUMMARY PROCESS EVICTION

31. Defendants incorporate by reference their answers to Paragraphs 1 through 30 above as though fully set forth herein.

32. Defendants deny the allegations set forth in Paragraph 32 of the Complaint.

33. Defendants deny the allegations set forth in Paragraph 33 of the Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's Complaint must be dismissed for lack of jurisdiction.
3. Plaintiff has failed to mitigate its damages.
4. Plaintiff failed to follow necessary conditions precedent in order to bring this action.
5. Plaintiff has waived its right to recover under the lease.

Respectfully submitted,
Defendant / Plaintiff-in-Crossclaim,
**TEMESCAL WELLNESS OF
MASSACHUSETTS, LLC, TEMESCAL
WELLNESS OF MASSACHUSETTS
HOLDINGS, LLC, AND CALLAHAN
DRIVE REALTY, LLC**
By its attorneys,

/s/ Elise M. Kuehn

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Dated: July 29, 2024

CERTIFICATE OF SERVICE

I, Elise M. Kuehn, do hereby certify that on July 29, 2024, I caused a true and accurate copy of the foregoing to be served upon Christopher M. Hennessey, Esquire, Cohen Kinne Valicenti & Cook LLP, 28 North Street, 3rd Floor, Pittsfield, Massachusetts 01201 (chennessey@cohenkinne.com) via email.

/s/ Elise M. Kuehn _____

Elise M. Kuehn