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## Week of April 17, 2017

Welcome to our Supreme and Appellate Court summaries webpage. On this page, I provide abbreviated summaries of decisions from the Connecticut Appellate Courts which highlight important issues and developments in Connecticut law, and provide practical practice pointers to litigants. I have been summarizing these court decisions internally for our firm for more than 10 years, and providing relevant highlights to my municipal and insurance practice clients for almost as long. It was suggested that a wider audience might appreciate brief summaries of recent rulings that condense often long and confusing decisions down to their basic elements. These summaries are limited to the civil litigation decisions. I may from time to time add commentary, and may even criticize a decision's reasoning. Such commentary is solely my own personal opinion. Pullman & Comley's [Appellate Practice Group](#) of which I am a member includes experienced appellate advocates in almost every area of the law. Should you have a need to consult about a potential appeal, please email me at [emccreery@pullcom.com](mailto:emccreery@pullcom.com). I hope the reader finds these summaries helpful. – [Edward P. McCreery](#)

Posted April 25, 2017

### Supreme Court Advance Release Opinions:

- SC19688 - [State v. Lee](#)

### Appellate Court Advance Release Opinions:

- AC38222 - [Robinson v. Robinson](#)

Only alimony paid by a non-party / former spouse is taken into consideration when setting child support amounts, not the alimony currently being paid by a participant in the family law case. This decision also held that the Trial Court had discretion to not alter the ex-husbands child support obligations even after three of the four kids moved out of mom's home and into dad's home. While that might seem on its face a substantial change in circumstances, the mom testified the kids still bounced around between both houses depending on which parent they were angry at and so it was a loose shared physical custody arrangement.

- AC37843 - [William Raveis Real Estate, Inc. v. Zajackowski](#)

Residential real estate buyer signed an exclusive one-year buyer's agreement with a broker. But when the relationship soured, the buyer tried to unilaterally cancel the agreement. The buyer then signed on with another broker and bought a house. The original broker sued for their 3% buyers-rep commission. The Trial

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Court rejected multiple defenses by the defendant/buyer, such as it was a contract of adhesion, he did not know what he signed, etc. It was found he was a sophisticated buyer having held executive positions at large corporations. The Trial Court awarded the commission as damages and attorney fees to be set later under an attorney fee clause in the agreement. On appeal, the appellate panel declined to consider a challenge to only one of the Trial Court's reasons why it was the buyer who breached the contract, not the broker. Challenging only one ground accomplishes nothing if the remaining grounds for a buyer's breach remain in place. This decision also held that the Trial Court did not have to hold an evidentiary hearing to set the attorney fee award, especially when the defendant failed to file any objection to either the request for an award or the amount of attorney fees. Under that scenario, the appellate panel will not consider a challenge to the award of fees for the first time on appeal. In any event a Trial Court has knowledge how to set fees, especially like those here, where detailed time records were required by the court and the hourly rate was in the low range. A footnote reminds us that the appeal clock is ticking once the Trial Court makes a finding that a party is entitled to recover attorney fees even though the fee amount has not yet been set by the Trial Court.

- AC38492 - [Righi v. Righi](#)

A finding that a consensual separation agreement that called for no child support by the ex-husband was fair and equitable does not mean that the Trial Court could not later modify the agreement notwithstanding a lack of changed circumstances to call for payments when the original Trial Court failed to make a specific finding that to not deviate from the guidelines would be inequitable. "Changed circumstances," or "original deviation from the guidelines w/o a finding," may each be an independent basis to later modify child support.

- AC38431 - [Arroyo v. Commissioner of Correction](#)
  - AC37724 - [State v. Navarro](#)
  - AC37725 - [State v. Navarro](#)
  - AC38509 - [State v. Prucker](#)
  - AC39377 - [State v. Crenshaw](#)
  - AC38359 - [Brian S. v. Commissioner of Correction](#)
  - AC38895 - [Prendergast. V. Commissioner of Motor Vehicles](#)
  - AC37810 - [State v. Caballero](#)
  - AC38161 - [Abreu v. Commissioner of Correction](#)
  - AC38205 - [Green v. Commissioner of Correction](#)
  - AC38774 - [Shipman v. Commissioner of Correction](#)
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*The facts and holdings of any case may be redacted, paraphrased or condensed for ease of reading. No summary can be an exact rendering of any decision, however, so interested readers are referred to the full decisions. The docket number of each case is a hyperlink to the Connecticut Judicial Department online slip opinion. © 2017 Pullman & Comley, LLC. All Rights Reserved.*

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The factual summary, or even the legal conclusions, of any case may be summarized, redacted, paraphrased or altered at the author's discretion for ease of reading. Accuracy of the summary cannot be guaranteed and the viewer is referred to the actual case for an exact reading. The Docket number should be a link to the full decision.