

DOCKET NO.: HHB-CV23-6081700-S : SUPERIOR COURT
CEIL S. GERSTEN, ATTORNEY AT LAW : JUDICIAL DISTRICT OF
NEW BRITAIN
v. : AT NEW BRITAIN
CINDY PORRINI : MAY 29, 2024

Judicial District of New Britain
SUPERIOR COURT
FILED
MAY 29 2024

MEMORANDUM OF DECISION

CYNTHIA A. SKORZEWSKI
CHIEF CLERK

The plaintiff Ceil Gersten brought this action seeking to recover fees for legal services rendered and for related contractual collection costs against the defendant, Cindy Porrini, a former client. The operative complaint is dated September 18, 2023. The defendant filed an answer, dated November 11, 2023. The matter was heard on May 8, 2024. The plaintiff and the defendant, who was self-represented, each testified at the hearing. The parties filed post-hearing briefs on May 22, 2024.

Facts

The parties entered into a written fee agreement for the provision of legal services with respect to the defendant's dissolution of marriage proceedings. The written fee agreement is signed by both parties and dated February 8, 2022. The agreement sets forth the terms of the parties' agreement, including the scope of the representation, the time based, hourly rate for legal services and the requirements upon termination by either party. The written fee agreement provided for a retainer of \$6500.00, which the plaintiff paid by bank check in the amount of \$3000.00 on February 8, 2022 with a payment plan for the remainder. The plaintiff provided legal services to the defendant commencing on February 8, 2022 through January 25, 2023.

5/29/2024 - JDNO sent to RJD, Romano Parker & Associates, and defendant
Cindy Porrini.
J. Errico, AC

The plaintiff offered into evidence a redacted cumulative invoice showing the total amount billed time for legal services rendered in the sum of \$22,293.75. In addition to the retainer, the defendant made payments on some periodic invoices. The total sum paid by the defendant to the plaintiff was \$8,100.00. The total amount of unpaid invoices is \$14,193.75.

The attorney-client relationship concluded on January 25, 2023. On that date, both parties were present in the superior court on the defendant's dissolution of marriage action. The plaintiff, in the course of representing the defendant, engaged in the process of negotiating a resolution of that action with opposing counsel. The attorney-client relationship, however, concluded when the plaintiff withdrew from the representation and the defendant filed a self-represented appearance.

The written fee agreement provides that in the event the plaintiff elects to terminate representation, which occurred in this case, that the client "agree[s] to pay for all legal services performed and any legal fees, expenses or disbursements incurred . . . before the termination of the representation." Agreement, Para. 10. The written fee agreement further provides that "[t]he client shall be responsible for all costs of collection, including attorney's fees and costs." Agreement, Para. 6.

The plaintiff individually and through counsel sent a letter of demand to the defendant for a payment of the outstanding invoices. The defendant testified that she believed that there were billing errors which she was unable to resolve with the plaintiff, who denied any errors in the invoices. There is no evidence as to the identity or amount of the claimed billing errors.

Discussion

The general burden of proof in civil actions is on the plaintiff, who must prove all the essential elements of the cause of action by a fair preponderance of the evidence. *Gulycz v. Stop*

& Shop Cos., Inc., 29 Conn. App. 519, 523, 615 A.2d 1087, cert. denied, 224 Conn. 923, 618 A.2d 527 (1992). “The [fact-finding] function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of the circumstances, i.e., including its observations of the demeanor and conduct of the witnesses and parties. . . .” (Internal quotation marks omitted.) *Cavolick v. DeSimone*, 88 Conn. App. 638, 646, 870 A.2d 1147, cert. denied, 274 Conn. 906, 876 A.2d 1198 (2005).

Count one alleges a breach of contract. A claim sounding in breach of contract requires that the plaintiff plead and prove the following elements: 1) the formation of an agreement; 2) performance by one party; 3) breach of the agreement by the other party; and 4) damages. *Meyers v. Livingston, Adler, Pulda, Meiklejohn & Kelly, P.C.*, 311 Conn. 282, 291, 87 A.3d 534 (2014). “To form a valid and binding contract in Connecticut, there must be mutual understanding of the terms that are definitive and certain between the parties.” *Geary v. Wentworth Laboratories, Inc.*, 60 Conn. App. 622, 627, 760 A.2d 969 (2000).

The plaintiff alleges two alternate causes of action: unjust enrichment, in count two, and quantum meruit, in count three. For the reasons set forth below, the court does not reach these claims.

The court, having considered the testimony of the parties, the full exhibits introduced at trial and applicable law, finds that the defendant breached the agreement to pay for legal services rendered until the time of the termination of the legal representation.

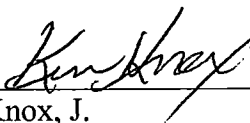
The court finds in favor of the plaintiff and awards the plaintiff the sum of \$14,193.75, plus costs. The plaintiff’s request for interest at the rate of 10% per annum, pursuant to General Statutes §37-3a, is denied.

“[W]here a contract provides for the payment of attorney's fees . . . those fees are recoverable solely as a contract right. . . . Therefore, the language of the [contract] governs the award of fees. *Watson Real Estate, LLC v. Woodland Ridge, LLC*, 208 Conn. App. 115, 125, cert. denied, 340 Conn. 911, (2021). In the present matter, the written fee agreement authorizes the reimbursement of collection costs, including attorney fees. The plaintiff filed an affidavit of attorney’s fees. See, Affidavit, Docket Entry No. 113.00.

Conclusion

The court finds in favor of the plaintiff and awards the plaintiff the sum of \$14,193.75, plus costs.

The defendant is entitled to a hearing on reasonable attorney fees. The defendant shall file an objection, if any, to the plaintiff’s affidavit of attorney’s fees, on or before June 20, 2024. A hearing will be scheduled thereafter to determine the amount of reasonable attorney’s fees and costs incurred by the plaintiff.


Knox, J.