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Docket number DBD-CV-24-5020490-S	Answer date 03/15/2024	Amount of claim \$1,169.65
Name of case PANE,CHRISTA M. v. BROTHER'S TREE SERVICE, LLC		

1. Disposition (Do not use this form for dispositions not identified in this section. Enter all other dispositions directly into the Judicial Branch Electronic Filing System.)

- A. Judgment for the Plaintiff after Default without Hearing in Damages
- B. Judgment for the Plaintiff after Default with Hearing in Damages
- C. Judgment for the Plaintiff after Hearing
- D. Judgment for the Defendant after Hearing
- E. Judgment as to Counterclaim

2. Reasons for Decision (Must be entered when a contested hearing is held, a counterclaim is filed, or a judgment is entered in an amount other than the amount claimed.)

A trial of this matter was held on May 13, 2024, after an unsuccessful mediation. Present was Plaintiff Christa Pane. Present for Defendant were Joseph Bernardi and Defendant's Counsel Benjamin Saavedra. All who were to testify were put under oath and the court heard testimony.

Plaintiff proceeded with her complaint seeking damages of \$1,169.65. Defendant proceeded with its counterclaim of \$404.26, having denied Plaintiff's claims. Plaintiff denied the elements of the counterclaim.

Plaintiff testified that the parties entered into a contract to prune an extra large oak tree on Plaintiff's property. Plaintiff
(Continued on next page)

3. Damages And Costs

Damages:	\$	404.26
Prejudgment Interest:	\$	
Attorney Fees:	\$	60.64
Total Damages:	\$	464.90

Entry Fee:	\$	95.00
Service:	\$	
Other:	\$	
Total Costs:	\$	95.00

Post-Judgment Interest

- Not Requested
- Denied
- Granted at an interest rate of: _____ percent a year.
- Execution Stayed

Total Amount of Damages and Costs: \$ **559.90**

4. Order Of Payment(s)

Total Amount above to be paid by: _____

Payments of \$ 35.00 every week other week month other month other _____

are due beginning on: Date 06/07/2024

Signed Magistrate Meyerson 444883	Type or print name Magistrate Meyerson 444883	Date signed 05/17/2024
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alleges that Defendant did not complete the job testifying that the front left side, back, and top of the tree were not pruned. Plaintiff's claimed amount is one-half of the payment for the contracted services.

Defendant testified that deadwood and suckers were pruned from the oak tree using a forklift and hand tools; all the work was completed; the top of the tree did not require pruning; the back of the tree needed less pruning than the front because it receives less light; Mr. Bernardi is a CT licensed arborist; when Plaintiff ceased making regular installment payments Defendant assessed a finance charge of 1.5% per month as stated in the contract. Defendant submitted into evidence Plaintiff's account statement showing regular payments made by Plaintiff from March to October 2022 and the finance charges assessed beginning in December 2022.

It is the trier's exclusive province to weigh the conflicting evidence and accept all or some of a party's testimony. Gallo-Mure v. Tomchik, 78 Conn. App. 699, 715 (2003). A plaintiff or counterclaim plaintiff making a claim has the burden of proof as to that claim by a fair preponderance of the evidence. Tianti v. William Raveis Real Estate, Inc., 261 Conn. 690, 702 (1995). The court, after careful consideration of the testimony and evidence of the parties, including numerous exhibits, finds that the plaintiff has not sustained her burden of proof that Defendant did not complete the work for which it was hired. Defendant has sustained its burden of proof on the counterclaim. Accordingly, judgment is entered in favor of Defendant against Plaintiff on the claim and the counterclaim.