

DOCKET NO: HHD-CV23-6165699-S : SUPERIOR COURT  
 JOSE CRISPIM D/B/A/ CRISPIM ENTERPRISES : J.D. OF HARTFORD  
 V. : AT HARTFORD  
 MARGARET BYRNE, ESQ. : APRIL 22, 2024

**MEMORANDUM OF DECISION**

The plaintiff, Jose Crispim d/b/a Crispim Enterprises, commenced the instant action against the defendant, Margaret Byrne, Esq., by complaint dated February 14, 2023. The complaint asserts four causes of action: breach of implied contract (count one); breach of fiduciary duty (count two); conversion (count three); and statutory theft pursuant to General Statutes § 52-564 (count four). The defendant appeared in the action and was defaulted for failure to plead on May 11, 2023. The defendant never moved to set aside the default. The matter was tried to the court on April 19, 2024. The defendant did not appear at trial.

The court finds the following facts. The plaintiff was retained to perform repair work to a deck in connection with the sale of certain property known as 25 Susan Drive, Suffield, Connecticut (property). The defendant, an attorney licensed to practice law in Connecticut, represented the sellers, Nam B. Kim and Jeong O. Kim (sellers). Attorney Carolyn McCaffrey represented the buyers, Raymond Lemieux and Kaitlin Lemieux (buyers). In connection with the sale, the buyers and sellers agreed in writing to escrow \$9,399 of the sale proceeds (escrowed funds) to be held by the defendant until the deck work was approved by the town of Suffield's building department. On or about June 28, 2022, the town approved the deck work and issued a certificate of approval. The next day Attorney McCaffrey confirmed to the defendant that the work had been approved, and that

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the buyers had authorized the immediate release of the escrowed funds. Despite repeated demand, the defendant failed and refused to release the escrowed funds, and simply ignored the plaintiff's demands.

At trial, the plaintiff testified that he performed the deck work, that the deck work had been approved, and that he had not been paid. The plaintiff's wife, Lizette Crispim, who works with the plaintiff in his business, testified that the plaintiff was copied on email communications between the defendant and Attorney McCaffrey in which Attorney McCaffrey's office authorized the release of the escrowed funds to the plaintiff. The court credits the testimony of the plaintiff and Ms. Crispim. The court admitted as full exhibits the agreement between the plaintiff and the sellers for the deck repair, the town's certificate of approval for the deck work, and the email exchanges in which Attorney McCaffrey authorized the release of the escrowed funds to the plaintiff. In those email exchanges, the plaintiff represented to the defendant that the amount owed was \$9,146.10, rather than \$9,399.

The court finds in favor of the plaintiff on all counts of his complaint. "When the defendant[s] liability has been established by virtue of a default, the plaintiff's burden at a hearing in damages is limited to proving the amount of damages." *Whitaker v. Taylor*, 99 Conn. App. 719, 734–35, 916 A.2d 834 (2007). The plaintiff proved that he sustained damages in the amount of \$9,146.10. The plaintiff is awarded interest on that sum pursuant to General Statutes § 37-3a for the wrongful detention of money at the rate of ten percent per annum from June 29, 2022 (when demand initially was made), to the date of this

memorandum, in the amount of \$1,663.32.<sup>1</sup> The plaintiff's damages, including interest, total \$10,809.42. This sum, including interest, must be trebled pursuant to § 52–564. “Prejudgment interest on money wrongfully withheld from the owner is a proper, albeit discretionary, element of a plaintiff's damages. . . . General Statutes § 52–564 provides that if the defendant stole the plaintiff's property, he shall pay the owner treble his damages. We see no reason to carve out of those damages, as a matter of law, the prejudgment interest element for the benefit of a defendant who has been found liable pursuant to General Statutes § 52–564.” (Citation omitted; internal quotation marks omitted.) *Suarez-Negrete v. Trotta*, 47 Conn. App. 517, 522, 705 A.2d 215 (1998). Therefore, the court awards the plaintiff damages of \$32,428.26.

The plaintiff also seeks an award of attorney's fees. Common-law punitive damages under Connecticut law are limited to litigation expenses, such as attorney's fees less taxable costs. *Hylton v. Gunter*, 313 Conn. 472, 484, 97 A.3d 970 (2014). “If awarded, punitive damages are limited to the costs of litigation less taxable costs, but, within that limitation, the extent to which they are awarded is in the sole discretion of the trier. . . . We have long held that in a claim for damages proof of the expenses paid or incurred affords some evidence of the value of the services, and if unreasonableness in amount does not appear from other evidence or through application of the trier's general knowledge of the subject matter, its reasonableness will be presumed.” (Citations omitted; internal quotation marks omitted.) *Label Systems Corp. v. Aghamohammadi*, 270 Conn. 291, 335–36, 852 A.2d 703

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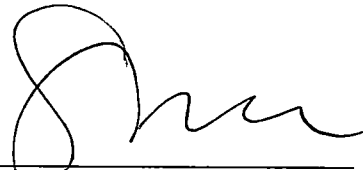
<sup>1</sup> Interest was calculated as follows: \$9,146.10 multiplied by ten percent equals \$914.61 in annual interest, divided by 365 days equals a per diem rate of \$2.505, multiplied by 664 days from June 29, 2022, to the present, which totals \$1,663.32.

(2004) (upholding award of punitive damages in the form of attorney's fees on conversion claim).

In the present case, the court finds the plaintiff's request for attorney's fees in the amount of \$3,500 to be reasonable based on the plaintiff's counsel's hourly rate of \$350 for at least ten hours of work from the commencement of the case through trial, and repeated efforts (including an in-person visit to the defendant's office) to obtain payment for his client. The court awards this sum as punitive damages on count three (conversion).

Accordingly, judgment shall enter in favor of the plaintiff and against the defendant in the amount of \$35,928.26.

BY THE COURT

A handwritten signature in black ink, appearing to be 'J. Rosen', written over a horizontal line.

Rosen, J.

## Checklist for Clerk

**Docket Number:**

HHD CV 23-6165699S

**Case Name:** Crispin v. Byrne

**Memorandum of Decision dated:** 4/22/2024

**File Sealed:** Yes No X

**Memo Sealed:** Yes No X

**This Memorandum of Decision may be released to the Reporter of Judicial Decisions for Publication** XXXX

**This Memorandum of Decision may NOT be released to the Reporter of Judicial Decisions for Publication**

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Civil/Family  
Housing  
Small Claims

[HHD-CV23-6165699-S](#)

CRISPIM, JOSE, D/B/A CRISPIM ENTERPRISES v. BYRNE ESQ., MARGARET

Prefix: HD4 Case Type: C90 File Date: 02/17/2023 Return Date: 02/28/2023

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Information Updated as of: 04/22/2024

### Case Information

Short Calendar Look-up  
By Court Location  
By Attorney/Firm Juris Number  
Motion to Seal or Close  
Calendar Notices

Case Type: C90 - Contracts - All other  
Court Location: HARTFORD JD  
List Type: No List Type  
Trial List Claim:

Last Action Date: 04/19/2024 (The "last action date" is the date the information was entered in the system)

Court Events Look-up  
By Date  
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By Attorney/Firm Juris Number

### Disposition Information

Disposition Date:  
Disposition:

Judge or Magistrate:

Legal Notices

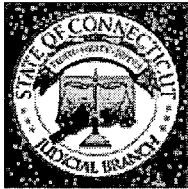
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Understanding  
Display of Case Information

### Party & Appearance Information

Contact Us

Party	No Fee Party	Category
P-01 JOSE CRISPIM D/B/A CRISPIM ENTERPRISES Attorney: <a href="#">☑</a> KEILY MIRA LAW (433252) File Date: 02/17/2023 968 FARMINGTON AVENUE SUITE 208 WEST HARTFORD , CT 06107		Plaintiff
D-01 MARGARET BYRNE, ESQ. Attorney: <a href="#">☑</a> MARGARET M BYRNE (402710) File Date: 03/22/2023 4A2 CONCORDE WAY WINDSOR LOCKS , CT 06096		Defendant



Comments

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- Documents, court orders and judicial notices in electronic (paperless) civil, housing and small claims cases with a return date on or after January 1, 2014 are available publicly over the internet.\* For more information on what you can view in all cases, view the [Electronic Access to Court Documents Quick Card](#).
- For civil cases filed prior to 2014, court orders and judicial notices that are electronic are available publicly over the internet. Orders can be viewed by selecting the link to the order from the list below. Notices can be viewed by clicking the **Notices** tab above and selecting the link.\*
- Documents, court orders and judicial notices in an electronic (paperless) file can be viewed at any judicial district courthouse during normal business hours.\*
- Pleadings or other documents that are not electronic (paperless) can be viewed only during normal business hours at the Clerk's Office in the Judicial District where the case is located.\*
- An Affidavit of Debt is not available publicly over the internet on small claims cases filed before October 16, 2017.\*

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