



STATE OF CONNECTICUT

**SUPREME COURT
APPELLATE COURT**

CARL D. CICHETTI
CHIEF CLERK

231 CAPITOL AVENUE
HARTFORD, CT 06106

RENÉ L. ROBERTSON
DEPUTY CHIEF CLERK

TEL. (860) 757-2200

March 28, 2023

THE SUPREME COURT IS SOLICITING AMICUS CURIAE BRIEFS IN:

SC 20774

Erin C. Hassett v. Secor's Auto Center, Inc.

The Court invites amici curiae to file briefs in the above-captioned matter that address the following four questions:

"Did the Appellate Court properly construe and apply General Statutes § 42a-2-711 (1) in concluding that the trial court had not abused its discretion in denying the plaintiff's motion for additur with respect to the damages awarded to the plaintiff for her revocation of acceptance claim?"

As this is a Court-initiated request, an application for permission to file as amicus curiae is not required. If you accept the Court's invitation, you must file the amicus brief limited to 4000 words on or before April 17, 2023, in compliance with Practice Book Section 67-7, including the disclosure required in the first footnote on the first page of text. No extensions of time or argument will be permitted for amicus curiae, and responsive briefs by the parties will not be allowed.

Please find the case summary that was prepared for the general public by court staff attached to this invitation. It does not represent the Court's view of this case.

If you have any questions, please call 860-757-2200.

ERIN C. HASSET v. SECOR'S AUTO CENTER, INC., SC 20774

Judicial District of New London

Contracts; Revocation of Acceptance; Additur; Did the Appellate Court Properly Construe and Apply General Statutes § 42a-2-711 (1), Which Allows a Buyer to Revoke Acceptance and Recover So Much of the Purchase Price As Has Been Paid. This case arises out of a dispute over repairs to a used vehicle the plaintiff purchased from the defendant auto dealership. The plaintiff financed the majority of the vehicle's \$25,471.79 purchase price through a loan with the defendant, which was later assigned to a third party. A few weeks later, the plaintiff began experiencing problems with the vehicle and brought it to the defendant several times, but the problems continued. The plaintiff stopped using the vehicle but continued to make monthly payments to the third party, and, in December, 2017, her attorney sent a letter to the defendant that the plaintiff had revoked her acceptance of the vehicle, and she demanded the return of all moneys paid. The parties were unable to resolve the dispute, and the plaintiff filed this breach of contract action claiming that she had revoked her acceptance of the vehicle. Following a trial, the jury returned a verdict in favor of the plaintiff on the revocation of acceptance claim and awarded her \$11,000 in damages, which correlated to the amount of monthly payments that the plaintiff had made from December, 2017, when she revoked her acceptance, until trial. The plaintiff filed a motion for additur in which she sought a refund of the full purchase price of the vehicle pursuant to General Statutes § 42a-2-711 (1), which provides in relevant part that a buyer who revokes acceptance is entitled to "[recover] so much of the price as has been paid." The trial court denied the motion for additur and rendered judgment in accordance with the verdict. On appeal to the Appellate Court, the plaintiff claimed that the trial court erred in denying her motion for additur because, as a matter of law, she was entitled to a refund of the full purchase price of the vehicle under § 42a-2-711 (1) as a result of the jury's finding that she had revoked her acceptance. The Appellate Court (215 Conn. App. 463) disagreed and found that the plaintiff's interpretation of § 42a-2-711 (a) was without support in Connecticut caselaw. The Appellate Court concluded that the trial court did not abuse its discretion in denying the motion for additur, as the damages award was based on the evidence presented and there was no evidence in the record that the plaintiff had paid the full purchase price of the vehicle. After the Appellate Court affirmed the judgment, the plaintiff was granted certification to appeal, and the Supreme Court will decide whether the Appellate Court properly construed and applied § 42a-2-711 (1). The plaintiff argues that the Appellate Court's decision is contrary to public policy, fails to return her to her original position prior to purchasing the vehicle, and is in discord the Supreme Court's precedent, which the plaintiff reads as directing that she should be paid the full purchase price after revoking her acceptance.