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THE RESERVE REALTY, LLC, ET AL. *v.* WINDEMERE
RESERVE, LLC, ET AL.
(AC 38442)

Alvord, Sheldon and Schaller, Js.

Submitted on briefs January 4—officially released June 20, 2017

(Appeal from Superior Court, judicial district of
Danbury, Truglia, J.)

Daniel E. Casagrande and *Lisa M. Rivas* filed a brief
for the appellants (plaintiffs).

Christopher Rooney and *Brian A. Daley* filed a brief
for the appellee (named defendant).

David F. Bennett filed a brief for the appellee (defen-
dant Century 21 Scalzo Realty, Inc.)

Opinion

PER CURIAM. In this action to foreclose a real estate broker's lien, the plaintiffs, The Reserve Realty, LLC (Reserve Realty) and Theodore Haddad, Sr., as executor of the estate of Jeanette Haddad, appeal from the judgment rendered by the trial court in favor of the defendant, Windemere Reserve, LLC (Windemere).¹ On appeal, the plaintiffs claim that the court improperly determined that (1) the purchase and sale agreement upon which they base their claim for brokerage fees constituted an illegal tying arrangement in violation of the Connecticut Antitrust Act, (2) the listing agreements entered into pursuant to such purchase and sale agreement did not comply with General Statutes § 20-325a, and (3) such listing agreements were unenforceable by the plaintiffs because they were personal to Jeanette Haddad. We affirm the judgment of the trial court.

The record discloses the following facts. In July, 2013, the plaintiffs brought a breach of contract action in which Windemere was a defendant. See *Reserve Realty, LLC v. Windemere Reserve, LLC*, 174 Conn. App. _____, A.3d _____ (2017). That action concerned the purchase and sale agreement for a parcel of land purchased by Windemere, known as parcel 15, and listing agreements through which Windemere granted Jeanette Haddad and Scalzo Realty; see footnote 1 of this opinion; the exclusive right to sell and/or lease parcel 15 and a \$1 million commission for the services performed. On May 10, 2013, the plaintiffs executed a broker's lien on parcel 15 in favor of Reserve Realty and the estate of Jeanette Haddad in the amount of a \$1 million commission. Subsequently, on May 8, 2014, the plaintiffs brought the present action seeking to foreclose on the broker's lien.

On July 1, 2015, the trial court in the breach of contract action held that the agreements between the plaintiffs and Windemere on which the lien in the present action is based were invalid and unenforceable. See *Reserve Realty, LLC v. Windemere Reserve, LLC*, supra, 174 Conn. App. _____. Consequently, on September 28, 2015, the parties filed a stipulation in the present action that the memorandum of decision in the breach of contract action required the conclusion that the plaintiffs could not establish probable cause to sustain the validity of the lien, as required by General Statutes § 20-325e.² The trial court rendered judgment discharging the lien in accordance with the stipulation. The plaintiffs, however, reserved all rights to appeal. The plaintiffs then filed this appeal.³

On July 1, 2015, the trial court in the breach of contract action held that the agreements between the plaintiffs and Windemere on which the lien in the present action is based were invalid and unenforceable. See *Reserve Realty, LLC v. Windemere Reserve, LLC*, supra, 174 Conn. App. _____. Consequently, on September 28, 2015, the parties filed a stipulation in the present action that the memorandum of decision in the breach of contract action required the conclusion that the plaintiffs could not establish probable cause to sustain the validity of the lien, as required by General Statutes § 20-325e.² The trial court rendered judgment discharging the lien in accordance with the stipulation. The plaintiffs, however, reserved all rights to appeal. The plaintiffs then filed this appeal.³

On appeal, the plaintiffs make three claims identical to those made in their appeal from the judgment in their breach of contract action. As the disposition of the claims in the present action must be governed by the disposition of the claims in *Reserve Realty, LLC v.*

Windemere Reserve, LLC, supra, 174 Conn. App. , we conclude that the judgment discharging the lien must be affirmed.

The judgment is affirmed.

¹ Century 21 Scalzo Realty, Inc. (Scalzo Realty) was named as a defendant in this action. It filed a brief adopting Windemere's position in the present appeal.

² General Statutes § 20-325e (a) provides in relevant part: "Whenever one or more real property claims for liens are placed upon any real estate pursuant to section 20-325a, the owner of the real estate, if no action to foreclose the claim is then pending before any court, may make application, together with a proposed order and summons, to the superior court for the judicial district in which the lien may be foreclosed under the provisions of section 20-325a or to any judge thereof, that a hearing or hearings to be held to determine whether the claim for lien or liens should be discharged"

³ On October 5, 2016, Windemere moved to substitute bond for the broker's lien. The trial court granted the motion on December 6, 2016. A hearing was scheduled for January 23, 2106, to establish the amount of bond required. On January 27, 2016, the broker's lien was substituted with a surety bond. This substitution has no bearing on the outcome of the present appeal.
