NO. HHD CV 14-6052239-S	:	SUPERIOR COURT
STEPHEN D. SARFATY, IRA F/B/O STEPHEN D. SARFATY, ET AL.	:	J.D. OF HARTFORD
VS.	:	AT HARTFORD
UNITED STATES LIABILITY INSURANCE COMPANY	:	MAY 25, 2018

MEMORANDUM OF DECISION RE: MOTION FOR SUMMARY JUDGMENT

The present motion for summary judgment of the defendant, United States Liability Insurance Company (USLI), requires the court to interpret exclusionary language in a Real Estate Agents Errors and Omissions Liability Policy (policy) issued by USLI. The plaintiffs, as subrogees/assignees to the rights of two insureds under the Policy, seek in the present action to secure indemnity from USLI for a judgment stipulated to by the plaintiffs and the insureds in an underlying action. USLI has counterclaimed seeking a declaratory judgment that it has no duty to indemnify the insureds for the claims in the underlying action.

FACTS AND PROCEDURAL HISTORY

The following facts and procedural history are derived from facts stipulated to by the parties[1] and exhibits to the motions for, and objection to, summary judgment. During May 15, 2004, through May 15, 2009, SSG Real Estate, LLC (SSG), was the named insured under a Real Estate Errors and Omissions Policy (Policy) issued by the United States Liability Insurance

HARTFORD J.D.
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[1] Entry No. 125, Joint Statement of Undisputed Facts Regarding Defendant's Motion for Summary Judgment., October 3, 2017 (Stipulation). Additionally, the court advised the parties of its intent to take judicial notice of a discrepancy it found between the Stipulation and the documentary evidence to which it referred, to wit, the inadvertent misidentification of an entity involved in a transaction with an insured entity. See footnote 3.

cc: Douglas Arthur Cho, Esq (P)
O'Connell, Attmore + Morris, LLC (D)
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Company (USLI). SSG was a licensed real estate broker which provided real estate services. Avi Ron was a real estate agent broker licensed in Connecticut and a principal of SSG. Acer Colt was a real estate salesperson licensed in Connecticut and a salesperson associated with SSG. The plaintiffs consist of two groups. The first are two limited liability companies named HWP 45, LLC (HWP) and BHP 45, LLC (BHP), which were formed in order to solicit investments to purchase two real estate properties, 41-47 Wolcott St., Hartford, Conn. (HWP property) and 116-122 High St., Bristol (BHP property), respectively. The second group is comprised of individuals who were recruited by Colt and Ron to invest in HWP and BHP.[2]

On February 27, 2007, Articles of Incorporation were filed with the Connecticut Secretary of State creating BHP 45, LLC. Colt and Ron were managers and members of BHP. Dolce, Lukas, Sarfaty, and Weinstein were members of BHP. On February 28, 2007, Articles of Incorporation were filed with the Connecticut Secretary of State creating HWP 45, LLC. Colt and Ron were managers of HWP. Wintress, Spewock, Masiello, Jolicoeur, Kingsford, and Weinstein were members of HWP.

On March 26, 2007, Ron, on behalf of South Street Group LLC (South Street) entered into a "Master Lease With Option to Purchase" agreement with the Partridge Family Limited Partnership (the Partridge Family), the owner of the BHP property.[3] South Street is a separate and

[2] The other plaintiffs, referred to herein as "investor plaintiffs", are Stephen D. Sarfaty; LDV Development owned by Alicia Dolce; Christopher J. Lukas; KEA Wealth Builders, LLC, owned by Harvey Weinstein; Karen Wintress; Charles Spewock; Melther Holmes, LLC, owned by Peter Massiello; Beach Tree Group, LLC, owned by M. Carole Jolicoeur; and Troutwood, LLC, owned by Paul Kingsford. Wintress, Spewock, Masiello, Jolicoeur, Kingsford, and Weinstein invested a collective $238,000 in HWP; Dolce, Lukas, Sarfaty, and Weinstein invested a collective $125,000 in BWP.

[3] Paragraph 10 of the Stipulation stated that SSG entered into the "Master Lease with Option to Purchase" with the

distinct corporate entity from SSG Realty, LLC. Ron is a member of South Street. Pursuant to the "Master Lease With Option to Purchase" agreement the Partridge Family was paid $82,500 from the capital contributions of the BHP investors. In consideration thereof the Partridge Family leased BHP property to South Street for a period of three years with an option to purchase the property. South Street was obligated to maintain the premises and grounds, and was responsible for repairs, maintenance, and payment of all utilities and services. On March 10, 2008, South Street assigned its rights under the Master Lease with Option to Purchase to BHP. Ron executed the assignment document on behalf of both South Street and BHP. BHP never exercised the purchase option for the BHP property.

On April 3, 2006, an entity known as SMR Enterprises, LLC (SMR), acquired title to the

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Partridge Family. Pursuant to Code of Evidence § 2-2(b) the court issued the following order:
"Pursuant to Code of Evidence § 2-2(b) the court gives notice to the parties that it is the intention of the court to take judicial notice of the following facts:

1. The entity that entered into the 'Master Lease with Option to Purchase' on March 26, 2007, with the Partridge Family Limited Partnership, and which entered into the 'Assignment and Assumption of Master Lease with Option to Purchase Leases and Security Deposits' with BHP 45, LLC, was South Street Group LLC.

2. South Street Group LLC is a separate and distinct corporate entity from SSG Realty, LLC. See Concord, The Office of Secretary of the State Denise W. Merrill, Business Inquiry, "South Street Group, LLC", available at https://www.concord-sots.ct.gov/CONCORD/online?sn=PublicInquiry&eid=9740, (last visited February 9, 2018).

3. Avi Ron is a member of South Street Group, LLC.

The taking of the above notice implicates the court's application of Paragraph 10 of the 'Joint Statement of Undisputed Facts Regarding Defendant's Motion for Summary Judgment', Entry No. 125. 'A formal stipulation of facts by the parties to an action constitutes a mutual judicial admission and under ordinary circumstances should be adopted by the court in deciding the case. . . . A party is bound by a judicial admission unless the court, in the exercise of a reasonable discretion, allows the admission to be withdrawn, explained or modified.' (Citations omitted, internal quotation marks omitted) *Cantonbury Heights Condominium Assn. Inc.* v. *Local Land Development, LLC*, 273 Conn. 724, 745, 873 A.2d 898 (2005). A court may find facts that are at variance with the stipulation if the findings have support in the evidence. *Central Coat, Apron & Linen Service Inc.*, v. *Indemnity Ins. Co. of North America*, 136 Conn. 234, 237, 70 A.2d 126 (1949). Indeed, a court should not be bound by a stipulation of fact which, as here, the court finds contrary to the record before it."

The court provided the parties the opportunity to be heard and both filed supplemental briefing.

HWP property. Ron was a co-owner of SMR from April 3, 2006, through the time of the events at issue in this matter. On March 26, 2007, Ron, on behalf of SMR and HWP, entered a "Master Lease/Option Agreement" relative to the HWP property between SMR and HWP, which granted to HWP a lease of the HWP property and a purchase option. HWP never exercised the purchase option for the HWP property and the option eventually expired. At all times that Colt and Ron were managers of HWP, HWP never purchased the HWP property. BHP expended its $125,000 of capital without realizing any profit, and HWP expended its $238,000 of capital without realizing any profit.

The investor plaintiffs, brought suit against Colt and SSG (underlying action) by a complaint dated February 6, 2009, which was amended on October 1, 2010 (initial complaint). [4] The initial complaint consisted of two counts and asserted claims for breach of duty as real estate professionals and property manager by Colt and SSG as to BHP and its investors (first count), and breach of duty as real estate professionals by Colt and SSG as to HWP and its investors (second count.) The factual predicate was the offer to sell investments in BHP and HWP to the investor plaintiffs in order to purchase the BHP and HWP properties. Colt and SSG are alleged to have breached these duties in a variety of ways including: mismanagement of the properties by failing to make monthly lease payments; failing to properly manage; maintain and renovate the properties; as well as failing to pay utility and service providers. The breach of duties alleged include self-dealing and breach of what is essentially fiduciary duties by failing to disclose to the investor plaintiff's and BHP or HWP that they were acting as dual agents; obtained a lease with a purchase

[4] Ron was not named as a defendant in the initial complaint.

option on behalf of other entities instead of BHP or HWP; failing to disclose sales commissions to the investor plaintiffs and BHP or HWP; failing to account for payments received from the plaintiff investors, and payments made to and on behalf of BHP or HWP and the plaintiff investors. As a consequence of these breach of duties the plaintiff investors lost their entire investments in BHP and HWP, which are also alleged to have suffered damages.

USLI asserts, and the plaintiffs do not dispute, that USLI provided a defense for Colt and SSG under a reservation of rights. The parties settled the underlying action by way of a Stipulated Judgment dated March 20, 2012, in which the parties agreed that judgment should enter in favor of the plaintiffs in the amount of $300,000. As part of the settlement Colt and SSG assigned all rights they had against USLI under the policy. Moreover, the underlying plaintiffs agreed that they would not seek to satisfy the judgment against Colt and SSG and would only pursue satisfaction by means of the assignment of Colt's and SSG's rights against USLI.

The present action was commenced by complaint dated June 23, 2014. In the complaint the plaintiffs allege that because they are now subrogees of SSG and Colt they are entitled to the $300,000 judgment from USLI pursuant to General Statutes § 38a-321.[5] The defendants filed an

[5] General Statutes §38a-321 provides in pertinent part: "Each insurance company which issues a policy to any person, firm or corporation, insuring against loss or damage on account of the bodily injury or death by accident of any person, or damage to the property of any person, for which loss or damage such person, firm or corporation is legally responsible, shall, whenever a loss occurs under such policy, become absolutely liable, and the payment of such loss shall not depend upon the satisfaction by the assured of a final judgment against him for loss, damage or death occasioned by such casualty. . . . Upon the recovery of a final judgment against any person, firm or corporation by any person, including administrators or executors, for loss or damage on account of bodily injury or death or damage to property, if the defendant in such action was insured against such loss or damage at the time when the right of action arose and if such judgment is not satisfied within thirty days after the date when it was rendered, such judgment creditor shall be subrogated to all the rights of the defendant and shall have a right of action against the insurer to the same extent that the defendant in such action could have enforced his claim against such insurer had such defendant paid such judgment."

answer, special defense, and two count counterclaims on August 12, 2015. The third special defense alleges that both the BHP and HWP losses are excluded from coverage by exclusion 16 of the policy, which excludes coverage for joint ventures. The fifth special defense asserts that the HWP losses are excluded from coverage by exclusion 20 of the policy, a personally owned property exclusion. Finally, the eighth special defense asserts that both the BHP and HWP losses are excluded from coverage by exclusion 10 of the policy, the business enterprise exclusion. Count One of the counterclaim asserts that USLI is entitled to a declaratory judgment that USLI has no obligation to indemnify the HWP 45, LLC investors and that USLI has no obligation to satisfy or otherwise pay that portion of the § 38a-321 judgment as pertains to any damages sustained by any of the HWP 45, LLC investors. Count two asserts the same arguments as to the BHP 45, LLC and investors.

SSG was the named insured under the policy, which bears the policy number REA1012995B and provided coverage during the policy period from May 15, 2008, to May 15, 2009. The policy provides coverage for "any claim arising out of any negligent act, error, and omission or personal injury committed by the insured in rendering or failure to render 'professional services.'" Policy, Insuring Agreements, § I. A., Coverages, p. 1 of 9. "Professional services" is defined by the policy in relevant part as "services performed by the insured in the insured's capacity as a real estate agent and/or broker, buyers' broker, real estate consultant or counselor, real estate appraiser or property manager . . . ." Policy, § VII, J, Definitions, Professional Services. P. 4 of 9. The term "Insured" is defined as "1. The Named Insured; 2, any past or present partner, officer, director, employee or independent contractor of the Named

Insured, solely while providing Professional Services on behalf of the Named Insured." Policy, § VII. E., Definitions, Insured. P. 3 of 9. The parties do not dispute that Colt and Ron were insureds under the terms of the policy. The relevant exclusions will be detailed below.

USLI moved for summary judgment as to both counts of its counterclaim for a declaratory judgment and in its favor against the plaintiffs on the defendant's third, fifth, and eighth special defenses as to both counts of the plaintiff's complaints. The plaintiffs objected to the motion.

STANDARD

"Summary judgment is a method of resolving litigation when pleadings, affidavits, and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. . . . The motion for summary judgment is designed to eliminate the delay and expense of litigating an issue when there is no real issue to be tried. . . . However, since litigants ordinarily have a constitutional right to have issues of fact decided by a jury . . . the moving party for summary judgment is held to a strict standard . . . of demonstrating his entitlement to summary judgment." (Citation omitted; footnote omitted; internal quotation marks omitted.) *Grenier* v. *Commissioner of Transportation*, 306 Conn. 523, 534-35, 51 A.3d 367 (2012).

"Under§ 38a-321, a party who obtains a judgment against an insured defendant shall be subrogated to all the rights of the defendant and shall have a right of action against the insurer to the same extent that the defendant . . . could have enforced his claim against such insurer had such defendant paid such judgment." (Internal quotation marks omitted.) *Home Ins. Co.* v. *Aetna Life & Casualty Co.,* 235 Conn. 185, 198, 633 A.2d 1001 (1995). "A party subrogated to the rights of an

assured under [§ 38a-321] obtains no different or greater rights against the insurer than the insured possesses and is equally subject to any defense the insurer may have against the assured under the policy." *Brown* v. *Employer's Reinsurance Corp.*, 206 Conn. 668, 673, 539 A.2d 138 (1988). An exclusion in an insurance policy "is a provision which eliminates coverage where, *were it not for the exclusion, coverage would have existed.*" (Emphasis added.) *Hammer* v. *Lumberman's Mutual Casualty Co.,* 214 Conn. 573, 588, 573 A,2d 699 (1990).

"An insurance policy is to be interpreted by the same general rules that govern the construction of any written contract and enforced in accordance with the real intent of the parties as expressed in the language employed in the policy. . . . The determinative question is the intent of the parties, that is, what coverage the . . . [insured] expected to receive and what the [insurer] was to provide, as disclosed by the provisions of the policy. . . . It is axiomatic that a contract of insurance must be viewed in its entirety, and the intent of the parties for entering it derived from the four corners of the policy. . . . The policy words must be accorded their natural and ordinary meaning . . . [and] any ambiguity in the terms of an insurance policy must be construed in favor of the insured because the insurance company drafted the policy. . . . [T]his rule of construction favorable to the insured extends to exclusion clauses." (Citations omitted; internal quotation marks omitted.) *Imperial Casualty & Indemnity Co.* v. *State*, 246 Conn. 313, 324-25, 714 A.2d 1230 (1998).

The principles governing the construction of Real Estate Agents' Errors and Omissions Policy are the same as those applied to any other indemnity and liability policies. *Gerrard Realty Corp.* v. *American. States Ins. Co.,* 89 Wis.2d 130, 140, 277 N.W.2d 863 (1979) (ambiguity in

notice provision in real estate errors and omissions policy to be construed in favor of insured as with any other indemnity and liability policy). Such policies cover "the insured against claims arising out of negligent errors or omissions occurring in the conduct of the insured's business as a real estate agent, subject to certain specified exclusions." *St. Paul Fire & Marine Ins. Co.* v. *S.L. Nusbaum & Co. Inc.*, 227 Va. 407, 409, 316 S.E.2d 734 (1984).

Analysis

Third Special Defense: Exclusion 16

The third special defense asserts that coverage is excluded under section 16 of the Exclusion. Policy exclusion 16 provides: "This Policy does not apply to, and the Company will not defend or pay for, any Claim arising out of, directly or indirectly resulting from, based upon or in any way involving any actual or alleged: . . . formulation, promotion, syndication, offer, sale or management of any limited or general partnership or real estate investment trust or any interest therein." "Limited liability companies are hybrid entities that combine desirable characteristics of corporations, limited partnerships, and general partnerships. (Internal quotation marks omitted.) *Weber* v. *United States Sterling Securities, Inc.,* 282 Conn. 722, 729, 924 A.2d 816 (2007). While the policy does not define partnership, General Statutes § 34-301 (12) defines partnership as "an association of two or more persons to carry on as co-owners a business for profit . . . and includes for all purposes of the laws of this state a registered limited liability partnership." BHP and HWP were partnerships within the meaning of the exclusion.

The present action claims arise out of the formulation, promotion, and management of BHP and HWP. While BHP and HWP were incorporated as LLCs, BHP and HWP acted, and were

treated like, partnerships formed for the purpose of managing real estate investments. Stipulation, ¶¶ 5-9. Colt and Ron voluntarily formulated and actively managed these real estate investments for the economic benefit and profit of its shareholders, the plaintiff investors. BHP and HWP were structured in a way as to allow the plaintiffs to passively invest in real estate opportunities that were actively managed at the discretion of Colt and Ron. Therefore, the court holds that exclusion 16 of the Policy serves to exclude coverage for the allegations of the complaint.

Fifth Special Defense: Exclusion 20

The fifth special defense claims coverage is excluded by the personally owned property exclusion found in section 20 of the exclusions. That exclusion provides: "It is agreed that this Policy does not apply to, and the Company will not defend or pay for, any Claim arising out of, directly or indirectly resulting from, based upon, or in any way involving any actual or alleged purchase or real property by, or the sale, leasing, or property management or property developed, constructed or owned by: [1] an Insured; or [2] any entity in which an Insured has a financial interest or entity which has a financial interest in an Insured; or [3] any entity coming under the same financial control as an Insured."

It is likely that the exclusion contains two identical typographical errors. The word "or" between "purchase" and "property" in the phrase "purchase or property" was likely intended to be "of." Identically, the "or" between "management" and "property" in the phrase "or the sale, leasing, or property management or property developed" was meant to be "of." The court may not, however, sit as an editor and amend the policy of insurance so that it reflects the intention the court surmises may have been desired. Instead, it must follow the maxim that an "ambiguity in the terms

of an insurance policy must be construed in favor of the insured because the insurance company drafted the policy." (Citation omitted) *Lexington Ins. Co.* v. *Lexington Healthcare Group, Inc.*, 311 Conn. 29, 38, 84 A.3d 1167 (2014).

The exclusion, nevertheless, does serve to exclude the claim as to HWP from coverage because it involves a claim arising out of property owned by an entity in which an insured, Ron, has a financial interest. According to several exhibits, such as Ron's October 9, 2008, deposition, Ron—an insured under the Policy—was an owner and managing member of SMR Enterprise, LLC, which purchased and owned the HWP property on April 3, 2006. As principal of SMR, the owner of HWP, Ron had a personal financial interest in ensuring the success of the real estate investment property and SMR. According to Ron's deposition, Ron paid the SMR mortgage, outstanding property taxes, and the insurance on the HWP property with monthly rent from the contributions of the HWP investors. If HWP investors exercised their option to purchase, SMR and Ron would have financially profited from the sale. Ron's use of the HWP investments benefitted SMR. The purpose of exclusion 20 is to exclude coverage where losses involve real property in which an insured has a personal financial interest as properly described by the exclusion. Here, Ron has a financial interest in SMR. Therefore, exclusion 20 serves to exclude coverage for any losses arising out of the HWP investment scheme.

The same, however, cannot be said as to BHP. The BHP property was leased by BHP from South Street which in turn leased it from the Partridge Family. While both entities, BHP and South Street, are ones in which an insured, Ron, had a financial interest, the BHP property was not owned by an entity in which an insured had a financial interest. What appear to be typographical errors

prevent any other application of the exclusion. Thus, exclusion 20 does thus not apply to exclude coverage for the BHP claims.

Special Defense Eight: Exclusion 10

Policy exclusion 10 provides: "This Policy does not apply to, and the Company will not defend or pay for, any Claim arising out of, directly or indirectly resulting from, based upon or in any way involving any actual or alleged: . . . rendering or failure to render Professional Services by any Insured as an employee, owner, partner, stockholder, director or officer of any sole proprietorship, partnership, or corporation or other businesses enterprise not listed on the Declarations." The policy defines professional services as those "performed by the Insured in the Insured's capacity as a real estate agent and/or broker, buyer's broker, real estate consultant or counselor, real estate appraiser, property manager, and incidental services rendered by any insured as a notary public or as a member of a formal accreditation, standards review, or similar board or committee."

In this case, the defendant has failed to show that Colt, Ron, and SSG provided professional services for another real estate company. Instead, to the extent they rendered any professional services, as that phrase is defined in the Policy, to the plaintiffs it was on behalf of SSG, the insured under the policy. USLI has failed to establish that an insured provided professional services in their capacity as an owner of HWP or BHP, which is what exclusion 10 requires in order to bar coverage. Therefore, coverage is not excluded by exclusion 10.

Counterclaim One: Declaratory Relief With Respect to HWP 45, LLC Investors

The defendant requests that the court enter judgment that: (1) USLI has/had no obligation

to indemnify the HWP investors, and (2) USLI has/had no obligation to satisfy or otherwise pay that portion of the § 38a-321 judgment as pertaining to any damage sustained by any of the HWP investors.

Because policy exclusions 16 and 20 apply, which deny coverage under the policy as has been stated above, USLI has no obligation to indemnify the HWP investors, nor does USLI have an obligation to satisfy the § 38a-321 judgment pertaining to any damages sustained by any of the HWP investors. Therefore, the court grants the defendant's motion for summary judgment on count one of its counterclaim for declaratory judgment.

Counterclaim Two: Declaratory Relief With Respect to BHP 45, LLC Investors

The defendant requests that the court enter judgment that: (1) USLI has/had no obligation to indemnify the BHP investors and (2) USLI has/had no obligation to satisfy or otherwise pay that portion of the § 38a-321 judgment as pertaining to any damage sustained by any of the BHP investors.

Because policy exclusion 16 applies, which denies coverage under the policy as has been stated above, USLI has no obligation to indemnify the BHP investors, nor does USLI have an obligation to satisfy the § 38a-321 judgment pertaining to any damages sustained by any of the BHP investors. Therefore, the court grants the defendant's motion for summary judgment on count two of its counterclaim for declaratory judgment.

CONCLUSION

Summary judgment is granted against BHP, HWP, and the investor partners on their complaint against USLI because exception 16 excludes coverage as to both, and, additionally,

exclusion 20 excludes coverage for the claims related to HWP. For the same reasons summary judgment is granted in favor of USLI on both counts of its counterclaim and the court enters judgment declaring that USLI has no under USLLI policy number REA101299513 or otherwise to pay, satisfy or to indemnify the plaintiffs for all or any damages per the stipulated judgment dated March 20, 2012.]

THE COURT

CESAR A. NOBLE, J.

CHECKLIST FOR CLERK

Docket Number HHD- CV 14-6052239-S

Case Name Stephen D. Sarfaty, Et Al v. United States Liability Ins. Co.

Memorandum of Decision dated 5-25-18

File Sealed: yes ________ no X

Memo Sealed: yes ________ no X

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HHD-CV14-6052239-S SARFATY, STEPHEN D., IRA F/B/O STEPHEN D. SARFATY Et Al v. UNITED STATES LIABILITY INSURANCE COMPANY

Prefix/Suffix: [none] **Case Type:** C20 **File Date:** 07/08/2014 **Return Date:** 08/05/2014

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Case Information

Case Type: C20 - Contracts - Insurance Policy
Court Location: HARTFORD JD
List Type: COURT (CT)
Trial List Claim: 02/24/2017
Last Action Date: 05/14/2018 (The "last action date" is the date the information was entered in the system)

Disposition Information

Disposition Date:
Disposition:
Judge or Magistrate:

Party & Appearance Information

	Party	No Fee Party	Category
P-01	STEPHEN D. SARFATY , IRA F/B/O STEPHEN D. SARFATY Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-02	LDV DEVELOPMENT, L.L.C. ATTN: ALICIA DOLCE Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-03	CHRISTOPHER J. LUKAS Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-04	KEA WEALTH BUILDERS, L.L.C., BY HARVEY WEINSTEIN Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-05	KAREN WINTRESS Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-06	CHARLES SPEWOCK Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-07	MELTHER HOMES, L.L.C. BY PETER MASSIELLO Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-08	BEECH TREE GROUP, L.L.C. BY M. CAROLE JOLICOEUR Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff
P-09	TROUTWOOD L.L.C. BY PAUL KINGSFORD Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014 664 FARMINGTON AVENUE HARTFORD, CT 06105		Plaintiff

P-10 **HWP 45 L.L.C. BY HARVEY WEINSTEIN** Plaintiff

Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014
664 FARMINGTON AVENUE
HARTFORD, CT 06105

P-11 **BHP 45 L.L.C. BY HARVEY WEINSTEIN** Plaintiff

Attorney: DOUGLAS ARTHUR CHO (404558) File Date: 07/08/2014
664 FARMINGTON AVENUE
HARTFORD, CT 06105

D-01 **UNITED STATES LIABILITY INSURANCE COMPANY** Defendant

Attorney: O'CONNELL ATTMORE & MORRIS LLC (104083) File Date: 07/15/2014
280 TRUMBULL STREET
HARTFORD, CT 061033598

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If there is an in front of the docket number at the top of this page, then the file is electronic (paperless).

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Motions / Pleadings / Documents / Case Status

Entry No	File Date	Filed By	Description	Arguable
	07/08/2014	P	SUMMONS	
	07/08/2014	P	COMPLAINT	
	07/08/2014	P	RETURN OF SERVICE	
	07/08/2014	P	ADDITIONAL PARTIES PAGE	
	07/15/2014	D	APPEARANCE Appearance	
101.00	07/16/2014	D	REQUEST (Request for Extension of Time to Plead re: Complaint)	No
102.00	10/06/2014	D	REQUEST TO REVISE	No
103.00	11/05/2014	P	OBJECTION TO REQUEST TO REVISE *RESULT:* Sustained 4/6/2015 HON PETER WIESE	No
103.86	04/06/2015	C	ORDER *RESULT:* Sustained 4/6/2015 HON PETER WIESE	No
104.00	11/18/2014	D	REPLY in Further Support of Defendant's Request to Revise	No
105.00	08/06/2015	P	REQUEST TO EXTEND TIME TO RESPOND TO INTERROGATORIES OR PRODUCTION REQ P.B. 13-7(a)(2)/13-10(a)(2)	No
106.00	08/06/2015	P	MOTION FOR DEFAULT-FAILURE TO PLEAD *RESULT:* Denied 8/13/2015 BY THE CLERK	No
106.86	08/13/2015	C	ORDER *RESULT:* Denied 8/13/2015 BY THE CLERK	No
107.00	08/12/2015	D	ANSWER AND SPECIAL DEFENSE AND COUNTERCLAIM	No
108.00	09/04/2015	P		No