



complicated arrangement including the hand-written inscription "AS EXPLAINED IN EMAIL". Contract p. 7, but very little email is included.

In the Complaint the Plaintiff alleges that the Defendants contracted with him for environmental services. Complaint Item 1. The Plaintiff further alleges that "[a] letter headed 'Termination of Services' from the Defendant dated March 6, 2015 notified the Plaintiff that the Defendant "will no longer be rendering environmental services." Exhibit B, "Termination" ¶ 1 Further, the same Termination letter states "that it is necessary to for us to terminate our relationship." Termination ¶ 1 The Plaintiff maintains this was done unilaterally without providing the contracted services or returning the \$8000 retainer paid. The Defense has not contradicted these allegations. In fact the Defense admits "HRP would no longer provide services and that HRP's relationship with Compatible Computers and CompX2 was terminated" (January 18, 2016, "Reply to Plaintiff's Opposition to Motion To Stay Proceedings..." Exhibit C "Reply", Page 2 ¶1

On December 6, 2015 the Defense filed the above mentioned Motion to which the Plaintiff responded by filing two briefs , a Memorandum in Opposition to Motion to Stay on December 6, 2015 (the "Memorandum") and a further brief on January 4, 2016 (the "Brief") . There was a hearing with the Court on January 4, 2016 as well. On January 18, 2016 the Defense filed the above mentioned Reply.

## **ARGUMENT**

The Court has now received sufficient evidence, documentation and exhibits to show this case has no dispute as to the facts. The only issue to be decided is that of returning \$8000 payment to the Plaintiff plus interests, costs and penalties, because services contracted were not rendered by the Defendants.

The Defense acknowledges the allegation that payment was made according to the Contract and the allegation that services were not rendered and has offered no denial of these allegations. There are no disputes unless and until the Defense argues that payment was not made or that the contracted services were provided contrary to the allegations of the Plaintiff.

### **CONCLUSION**

There is no genuine dispute as to any material fact as a matter of law in the presentations to the Court from the Plaintiff and the Defense. The Plaintiff is entitled to judgment forthwith and shall be awarded by the Court the return of a retainer in the amount of \$8000 plus interest, court fees and expenses, and punitive damages.

The Plaintiff, Kent Johnson

By \_\_\_\_\_

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Motion for Summary Judgment has been sent by First Class mail, postage prepaid, on the 26<sup>th</sup> day of January, 2016, to the following:

Mary. E. R. Bartholic  
100 Pearl Street, 12<sup>th</sup> Floor  
Hartford, CT 06103

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Kent Johnson