MOTION FOR SUMMARY JUDGEMENT

The Plaintiff Kent Johnson hereby moves the Court for Summary Judgment in accordance with Connecticut Practice Book Chapter 17, Sec. 44-53 as there is no genuine dispute as to any material fact as a matter of law.

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.

FACTUAL BACKGROUND

The Plaintiff, Kent Johnson commenced this action against the Defendants by the Complaint dated October 6, 2015 (the "Complaint") which asserts contract services were not provided but a retainer of \$8000 was paid and not returned. The retainer was paid for a Remedial Action Plan and Remedial Oversight. The Defense has not claimed these services were performed. Only a partial copy of the Contract has been presented to the Court, ten pages, originally filed by the Defense with their Motion to Stay Proceedings of December 2, 2015, the "Motion". The copy filed here is the Defense's partial copy and it does not have full email record. This copy was filed with the Court as Defense Exhibit 1 of the above mentioned Motion. This partial record of the ten pages of the agreements between the Plaintiff and the Defendants is included here as Exhibit A, the "Contract". The entire agreement between the parties was a

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

Kent Johnson 233 East Main Street. Torrington. CT 06790 (860) 626-8486

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 26th day of January, 2016, to the following:

Mary. E. R. Bartholic 100 Pearl Street, 12th Floor Hartford, CT 06103

Kent Johnson