

DOCKET NO. CV-03-0824181-S : SUPERIOR COURT
BLUMBERG ASSOCIATES : JD OF HARTFORD
VS. : AT HARTFORD
P.A. MASON CONTRACTORS : MARCH 22, 2004

FACT-FINDING REPORT

After hearing the parties on Monday, March 15, 2004, I find the following facts:

1. Plaintiff Blumberg Associates, Inc. is an insurance agent.
2. Defendant P.A. Mason Contractors, Inc. purchased insurance through Plaintiff Blumberg Associates, Inc. over the years, including workers compensation insurance.
3. The premiums due to Plaintiff Blumberg Associates, Inc. were carried on an open account.
4. The last payment Defendant P.A. Mason Contractors, Inc. made on the account was on April 12, 1997.
5. By agreement of the parties, the applicable statute of limitations is 6 years.

6. By sometime in the Spring of 1997, Defendant P.A. Mason Contractors, Inc.'s personal agent at Plaintiff Blumberg Associates, Inc., John DeAngelis, left and established his own insurance agency (Wentworth-DeAngelis Insurance).

7. Defendant P.A. Mason Contractors, Inc decided to use Wentworth-DeAngelis Insurance as its insurance agent.

8. Defendant P.A. Mason Contractors, Inc. never informed Plaintiff Blumberg Associates, Inc. of this fact.

9. Defendant P.A. Mason Contractors, Inc. did not ask Plaintiff Blumberg Associates, Inc. to cancel its outstanding insurance policies.

10. Defendant P.A. Mason Contractors, Inc.'s insurance policies through Plaintiff Blumberg Associates, Inc. were cancelled on March 29, 1997 due to non-payment of premiums.

11. After the May 20, 1997 application of various credits and additional charges resulting from a workers compensation audit, Defendant P.A. Mason Contractors, Inc. owed Plaintiff Blumberg Associates, Inc. \$3,724.30.

12. Although Defendant P.A. Mason Contractors, Inc. claimed it did not receive them, Plaintiff Blumberg Associates, Inc. mailed periodic statements of the open account to Defendant P.A. Mason Contractors, Inc.

13. Defendant P.A. Mason Contractors, Inc. never objected to these periodic statements.

14. Plaintiff Blumberg Associates, Inc. sent a demand letter on July 29, 1997 to Paul Aresco at Defendant P.A. Mason Contractors, Inc. The return receipt was signed, even though it does not appear to be Paul Aresco's signature.

15. Plaintiff Blumberg Associates, Inc.'s attorney sent a demand letter to Defendant P.A. Mason Contractors, Inc. on September 24, 1997.

16. Once again, Defendant P.A. Mason Contractors, Inc. claims it did not receive the correspondence.

17. All of the correspondence was properly addressed to Defendant P.A. Mason Contractors, Inc.

18. This small claims action was started on January 13, 2003, within six years of the last payment on the open account.

19. This case was transferred to the regular civil docket upon Defendant P.A. Mason Contractors, Inc.'s motion on March 17, 2004.

20. Since July 29, 1997, interest of \$2,477.42 has accrued at the statutory rate through today. The per diem interest rate is \$1.02.

21. Pursuant to Connecticut General Statutes §52-251a, Plaintiff Blumberg Associates, Inc. is entitled to a reasonable attorneys fee for successfully prosecuting this matter.

22. Under the facts and circumstances of this case, I find a reasonable attorneys fee to be \$1,500.00. In passing, I note this is the same amount requested by Defendant P.A. Mason Contractors, Inc. as its attorneys fees under its Connecticut Unfair Trade Practices Act counterclaim.

23. Defendant P.A. Mason Contractors, Inc. has failed to prove its counterclaim.

Judgment shall enter in favor of Plaintiff Blumberg Associates, Inc. and against Defendant P.A. Mason Contractors, Inc. for \$7,701.72, plus costs to be taxed.

Dated at Meriden, Connecticut on this 22nd day of March, 2004.

Houston Putnam Lowry
Fact-finder

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed on this 22nd day of March, 2004 to:

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