

STATE OF CONNECTICUT

DOCKET NO.: CVH-8104-519 : SUPERIOR COURT
JULIA SERRANO, ET AL : J.D. OF HARTFORD
V. : HOUSING SESSION
WOODROW WILSON GAITOR, ET AL : AUGUST 19, 2016

MEMORANDUM OF DECISION

I. Procedural History

This matter is before the court in order to determine the amount of damages to award to the plaintiff and all eligible class members. The underlying action was originally filed in 1981 to enforce the City of Hartford's ("City") obligations to provide relocation assistance under the Uniform Relocation Assistance Act ("URAA").¹ The parties entered into a stipulated agreement ("1984 Agreement") wherein the City agreed to provide periodic reports to the court and plaintiffs' counsel regarding the provision of relocation assistance to persons displaced by code enforcement activities in Hartford. The plaintiffs filed a Motion for Contempt on October 15, 2013, claiming that the City failed to comply with the 1984 Agreement.

The parties entered into another stipulated agreement on February 28, 2014 ("2014 Agreement") and this court subsequently found the city in civil contempt of the 1984 Agreement on October 8, 2014, for failing to comply with its obligations under the URAA. The parties agreed to bifurcate the issue of liability from damages, addressing whether the City was liable for the alleged noncompliance before considering the appropriate monetary relief. The parties were unable to reach an agreement regarding monetary relief to the plaintiff-class and this court held a hearing in damages, beginning September 4, 2015 and concluding on November 30, 2015. For the reasons set forth below, the court finds in favor of the plaintiffs.

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¹ URAA provides in relevant part: "The purpose of this chapter is to establish a uniform policy for the fair and equitable treatment of persons displaced by the acquisition of real property by state and local land acquisition programs, by building code enforcement activities, or by a program of voluntary rehabilitation of buildings or other improvements conducted pursuant to governmental supervision. Such policy shall be uniform as to (1) relocation payments, (2) advisory assistance, (3) assurance of availability of standard housing . . ." CONN. GEN. STAT. § 8-266 (2016).

II. Discussion

The City has raised several issues regarding liability in its post-trial brief, despite this court's prior decision in this matter when the court found the City in civil contempt of the 1984 Agreement of the parties. The defendant raises the statute of limitations as a defense, as well as qualified immunity for the City's "discretionary decision-making" with regard to its Relocation Assistance Program. Following a lengthy hearing in damages, the court will not consider new claims with respect to the issue of liability.

"Judicial sanctions in civil contempt proceedings may, in a proper case, be employed for either or both of two purposes: to coerce the defendant into compliance with the court's order, and to compensate the complainant for losses sustained [If] compensation is intended, a fine is imposed, payable to the complainant." (Citation omitted; internal quotation marks omitted.) *DeMartino v. Monroe Little League, Inc.*, 192 Conn. 271, 278–79 (1984). [S]uch a compensatory fine must necessarily be limited to the actual damages suffered by the injured party as a result of the violation" (Citations omitted; internal quotation marks omitted.) *Id.* "Mathematical exactitude in the proof of damages is often impossible, but the plaintiff must nevertheless provide sufficient evidence for the trier to make a fair and reasonable estimate" *Lawson v. Whitey's Frame Shop*, 241 Conn. 678, 689-90 (1997). "The test is whether the amount of damages awarded falls within the necessarily uncertain limits of fair and just damages" *Buckman v. People Express, Inc.*, 205 Conn. 166, 175 (1987).

The City has failed to provide the statutorily required relocation assistance under the URAA. The City has continually failed to make the statutory payments available to approximately 1690² displaced persons in the City of Hartford from January, 2010 through September, 2015. For the purpose of determining damages, the court will presume that these households could have been relocated within four weeks if the City had provided the required relocation assistance payments and services. Accordingly, the court awards damages based on this time frame.

a. Moving and Storage

General Statutes § 8-268 provides that displaced persons may be reimbursed for moving expenses based on a schedule of payments or based upon actual expenses. The court presumes that many displaced persons will not have saved receipts for moving and storage expenses dating back a number of years. Therefore, the court will estimate the actual reasonable expenses to be \$500, the amount that the City submitted to be the minimum cost for hiring movers. Additionally, the court will award \$200 for the cost of storing personal property, based upon the estimated four weeks to find replacement housing.

b. Rental Assistance Payments

General Statutes § 8-270 provides for rental assistance payments for all displaced persons who have occupied the dwelling unit for more than ninety days prior to the city's order to vacate, if they qualify for the payments. The \$4000 available to eligible displaced persons is to be used for

² This figure is based on the figures provided by the City of the number of Code Enforcement vacate orders issued each year from 2010–August, 2015.

a security deposit, first month's rent, and rent differentials for a period of up to forty-eight months. The court will not award the full \$4000 for each displaced person in the plaintiff class, because the full \$4000 is not an automatic payment, but is the outermost limit of the available rental assistance payments. Instead, the court will award \$3000 to each eligible member of the plaintiff class. After a review of the file and documentary evidence, and following several days of argument and testimony, the court finds that the sum of \$3000 represents "fair and just damages" in this case. *Buckman*, 205 Conn. 175.

c. Emotional Distress Payment

As the plaintiffs argue in their brief, this action is essentially a breach of contract claim against the City for failing to comply with the 1984 Agreement. "The general rule of damages in a breach of contract action is that the award should place the injured party in the same position as he would have been in had the contract been performed." (Citations omitted; internal quotation marks omitted.) *O'Hara v. State*, 218 Conn. 628, 642 (1991). "Although contract damages ordinarily consist of consequential losses; . . . they ordinarily do not encompass such losses as pain and suffering." *Gazo v. City of Stamford*, 255 Conn. 245, 265-66 (2001). Accordingly, the court will not award damages for emotional distress.

III. ORDER

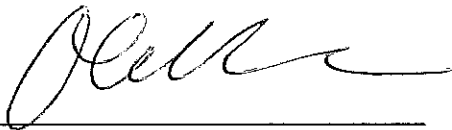
- 1) Class members who are eligible for compensation under the terms of this judgment are defined as follows: All displaced persons, within the meaning of General Statutes § 8-267(3), who have moved real property located in the City of Hartford as a direct result of City of Hartford code enforcement activities, from January 1, 2010 through September 30, 2015.
- 2) The City shall make payments available to displaced households as follows:
 - (a) A payment representing reimbursement for moving and storage expenses in the amount of \$700, pursuant to General Statutes § 8-268.
 - (b) A payment in the amount of \$3000, representing rental assistance payments pursuant to General Statutes § 8-270, to all displaced persons who can demonstrate at least ninety days of occupancy prior to displacement.
- 3) Eligible displaced persons shall have a period of twelve months, from the date that the claims administrator receives the City's first payment to make a claim for these payments.
- 4) The court hereby authorizes plaintiffs' counsel to retain the services of a Claims Administrator, in order to effectuate the terms of this judgment. The City shall be responsible for the costs of the Claims Administrator in an amount not to exceed \$100,000. The City shall make this payment to plaintiffs' counsel, as trustee for the class, within 30 days of the date of the judgment. Plaintiffs may seek further orders of the court relative to the costs of claims administration, subject to further hearing and the City's right to object.

- 5) The City shall turn over to the Claims Administrator the sum of \$6,253,000, representing the compensatory damages due to the plaintiff class. This figure is comprised of the payments ordered in ¶ 2(a) and (b) for the approximately 1690 displaced families. The City shall make this payment in four equal quarterly installments, with the first installment due within sixty days of the date of this judgment.
- 6) Plaintiffs' counsel shall provide notice to the class in accordance with the applicable provisions of Practice Book § 9-9, by first class mail, publication, and other electronic means, consistent with the parties' May 1, 2015 Stipulation Regarding the Costs and Retention of a Notice Administrator. A copy of such notice shall be filed with the court within one week of the date of judgment, and the notice shall be mailed to class members and published within thirty days of the date of judgment. Plaintiffs' counsel shall file a declaration with the court that such notice has been delivered to the eligible class members in accordance with this order.
- 7) Plaintiffs' counsel shall develop a claims form, subject to comment from City's counsel, which shall be filed with the court together with the notice to the class, within one week of the date of judgment. The claims form must allow for eligible class members to demonstrate their eligibility for the \$3000 replacement housing, by providing documentation such as receipts, utility bills, lease agreements, mail, and/or sworn statements.
- 8) The parties shall turn over all documents in their possession which would be relevant to the discovery and verification of the identity of eligible class members to the Claims Administrator retained by plaintiffs' counsel within forty-five days of the date of judgment.
- 9) The City shall provide a detailed, itemized statement of all sums paid to eligible class members as either moving expenses within the meaning of General Statutes § 8-268, or as rental assistance within the meaning of General Statutes §8-270, to the plaintiffs' counsel and the Claims Administrator. The Claims Administrator shall credit the sum of all such properly identified payments, and issue a refund to the City within thirty days of the City's first quarterly payment. Such previously-paid relocation assistance payments shall be deducted from any claim submitted by a displaced household who has already received some relocation assistance from the City.
- 10) Plaintiffs' counsel may request *cy pres* orders for any residual funds that may remain unclaimed within thirty days of the end of the claims period. The court shall hold a hearing on such request and make appropriate orders at that time.

11) Plaintiffs' counsel are entitled to reasonable attorney's fees, pursuant to General Statutes § 52-256b. Counsel may make a motion for an award of reasonable attorney's fees for the time expended on this matter.

12) The City shall pay the plaintiffs' costs, subject to a Bill of Costs to be submitted to the court within thirty days of the date of judgment.

BY THE COURT,



HON. GLENN A. WOODS

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