

DOCKET NO: : SUPERIOR COURT  
CONNIE L. GRANT : J.D. OF STAMFORD/NORWALK  
VS. : AT STAMFORD  
THOMAS J. DREW, ESQ. : RETURN DATE: December 30, 2014

### **REVISED COMPLAINT**

Plaintiff, Connie Grant (“Plaintiff”) through her attorneys, D.F. McGuire & Associates, LLC, alleges, and states as follows:

#### **Preliminary Statement**

1. Plaintiff is one of four siblings who were equal beneficiaries under the Last Will & Testament (the “Will”) of plaintiff’s mother, Julia Victoria Grant (“Julia Grant” or “decedent”), who died on January 31, 2011.

2. Defendant (“Drew”) is a commissioner of the Superior Court licensed to practice law in Connecticut and New York with a mailing address of P.O. Box 5164, 830 Post Road East, Westport, CT 06881.

3. Drew prepared the Will and other estate planning documents for Julia Grant in 1997, while plaintiff’s father was still alive.

4. Drew presented the Will for probate in February 2011.

5. The Will was admitted to probate on April 25, 2011. Pursuant to a codicil to the Will (which Drew had prepared in late 2010, shortly before Julia Grant’s death), Drew was appointed executor of her estate (“Estate”). He served thereafter both as executor and as attorney for the Estate until late 2012, when he was removed.

6. The Estate was solvent and financially liquid when Drew was appointed executor, and acquired further liquidity thereafter from the sale of the decedent’s automobile.

7. Eighteen months after Drew's appointment, on November 28, 2012, Probate Judge Michael P. Murray removed Drew as executor of the Estate after this Court (Hon. David R. Tobin) had conducted a two-day trial *de novo* on plaintiff's motion to remove him. That trial resulted in findings of fact as to many aspects of Drew's breaches of fiduciary duty and other wrongful conduct alleged herein. Drew is collaterally estopped from disputing those findings.

8. At the time Drew was removed as executor, the Estate was no longer solvent as a result of his waste and mismanagement.

9. During his tenure as executor, Drew wrongfully evicted plaintiff (a part-owner of the house that was the chief asset of the Estate) from her long-term home and left her penniless and destitute.

10. This action seeks actual and punitive damages based on Drew's breaches of fiduciary duty and his negligent and otherwise tortious conduct towards plaintiff.

#### **Underlying Facts Common to All Counts**

11. At the time of Julia Grant's death, plaintiff and her sister Victoria Grant were living with the decedent, their mother, in a house located at Five Oakland Terrace, Darien, CT (the "Oakland Terrace house"). The Oakland Terrace house had been owned by plaintiff's parents since 1959. It had been home to the plaintiff for the previous eight years and for 35 of the prior 53 years, and was the only family home plaintiff had ever known. It was the principal asset of the Estate.

12. The dispositive provisions of the Will were not complex: Article I provided in relevant part that the decedent's "enforceable debts (other than claims of any mortgage) [shall] be paid as soon as practicable after my death." Article II, after directing the distribution of Julia Grant's personal property, then provided for the disposition of her "residuary estate [including the Oakland Terrace house]... if my spouse is not then living, to my children, in equal shares, per

stirpes.” (The decedent’s spouse was no longer living and there were four adult children.) Article III of the Will provided for the potential creation of a trust, which would hold, primarily, “any property disclaimed by my spouse or otherwise disclaimed and property passing to this trust in accordance with the terms of this instrument.” There was no such property, and therefore there was no occasion for the creation of the trust.

13. In accordance with the Will, defendant’s job as executor was simple: first, to pay the decedent’s legitimate debts (not including any mortgage debt) and then to distribute the house (the principal asset) and the remainder of the residuary estate to the four beneficiaries – Julia Grant’s two daughters and two sons -- as tenants in common. Since there was no disclaimed property, as this Court found after trial, “no trust was or could have been established under the will.” Further, as this Court held, “If the residence had simply been allowed to pass to the decedent’s children, as contemplated by the operative provisions of the decedent’s will, the estate could have quickly and efficiently closed.”

14. This Court found that the “appropriate” debts of the Estate were \$8,072.58. The Estate’s liquid assets were approximately \$18,000 -- sufficient to pay those debts and minimal administrative expenses. Thus, the Estate could and should have been wound up within six months at minimal expense.

15. Instead of performing the simple tasks required by the Will, Drew engaged in the lengthy, contentious, expensive and wasteful course of conduct described below, which ultimately resulted in his removal as executor. In doing so, defendant repeatedly violated his fiduciary duties to conserve the assets of the Estate with prudence and to treat the beneficiaries fairly and equally. Instead, he wasted the Estate’s assets and repeatedly favored the interests of one of the siblings, Jordan Grant.

### Facts Relating to Drew's Misfeasance

16. Even before Julia Grant's death, Drew attempted, at the behest of Jordan Grant, to get plaintiff to agree to a \$500,000 valuation on the Oakland Terrace house and to accept one-quarter of that sum in connection with a proposed sale of the house to Jordan Grant and his brother. Plaintiff refused. (The house was later appraised at \$695,000.)

17. Although this directly contravened the terms of the Will, Jordan Grant, plaintiff's brother, then told Drew that he wanted the Oakland Terrace house to be conveyed to an LLC and then sold. Drew agreed. As this Court found, under that proposal "the residence would be transferred to the LLC and then *leased* to the daughters until it would be sold and the proceeds divided among the members." (Emphasis supplied) On information and belief, the objective of the LLC scheme was to keep Estate assets from being transferred directly to Jordan Grant, since he was in debt to the IRS for tens of thousands of dollars. Drew attempted to implement the LLC scheme at Jordan Grant's behest, but ultimately was unable to do so.

18. Thereafter, deliberately or negligently, Drew misread a key provision of the Will and concluded that the Will required him, as executor, to *sell* the Oakland Terrace house rather than distribute it to the beneficiaries as tenants in common under Article II of the Will. He purported to base this conclusion on the language of Article IV. G, which by its terms mandated a sale of *trust* property (as distinguished from *Estate* property) under certain conditions. As this Court found, Article IV. G would have applied only to real property *held by the trustee, in the event there had been a trust*: "Since the decedent's husband did not survive her and no trust was or could have been established under the will, the provisions of Article IV. G of the will were not operative." In persisting in this misinterpretation, Drew consistently favored the desires and interests of Jordan Grant.

19. Drew further determined (negligently, erroneously and tortiously) that it was necessary to evict plaintiff and her sister from the Oakland Terrace house before it could be placed on the market, in spite of the fact that they were co-owners of the property as a matter of law, and were co-beneficiaries of the Will to whom Drew, as executor, owed fiduciary duties of loyalty and fair dealing. Jordan Grant, for reasons of his own, advocated this course of conduct, and Drew wrongfully favored Jordan Grant's position in violation of his duty to treat the beneficiaries fairly, even-handedly and in accordance with the law. As this Court found,

“Drew was in nearly constant communication with Jordan Grant who was urging him to ‘start proceedings to remove Vicky and Connie [plaintiff] from the house.’ (Ex. 20); ‘Get Vicky and Connie out of that house.’ (Ex. 67); ‘Those girls need to be evicted, period!’ (Ex.26)”. (Internal citations are to exhibits received in evidence before this Court in the trial *de novo*.)

20. In doing so, Drew negligently or willfully ignored the rights of plaintiff and her sister as actual owners of the property, as well as their rights under Connecticut General Statutes 45a-321(b) to continue in occupancy of the residence until the property was sold. To carry out this plan, Drew -- without Probate Court approval -- hired trial counsel (an unnecessary and wasteful expense) and began a summary eviction action against plaintiff and her sister on July 18, 2011.

a. In the ensuing Housing Court proceedings Drew testified (falsely, based on his deliberate or negligent misreading of the Will) that it was necessary to sell the house because the Will required it unless the four beneficiaries could agree unanimously on what to do with it. Jordan Grant told Drew, “Connie [plaintiff] will sabotage any showing [of the house] if she possibly can.”

b. Plaintiff was living in the house without a lease.

c. With no factual basis, Drew asserted to the Housing Court that plaintiff would obstruct any purchase offers and would not hesitate to sabotage her family's home. As this Court found, "Drew actively opposed [plaintiff's] application ... to remain in the residence pursuant to General Statutes § 45a-321 (b) representing to the probate court that the continued presence of [plaintiff] and her sister would obstruct the sale of the property."

21. For those reasons, Drew argued that plaintiff should be evicted. By means of his misinterpretation of the Will, his bias in favor of one beneficiary and in opposition to others, and his false testimony, Drew committed a fraud on the Housing Court and acted tortiously toward the plaintiff, who had every right to remain in the house. Plaintiff was not represented by counsel.

22. The Housing Court entered judgment in Drew's favor and, based on Drew's complaint, evicted plaintiff and her sister on April 17, 2012. According to this Court's findings of fact, the Housing Court never even considered the sisters' statutory rights to remain in occupancy under Section 45a-321(b).

23. As Drew knew, at the time all this was going on plaintiff was penniless. After the eviction of plaintiff and her sister, Drew refused to advance any funds to plaintiff from the Estate to enable her to secure substitute housing, and refused even to let plaintiff continue to store her belongings in the Oakland Terrace house, or to have any access to the house (of which she continued to be a legal and beneficial co-owner). Instead, he spent the Estate's money on forcibly removing plaintiff and her belongings from the Oakland Terrace house, tried to have plaintiff arrested for trespassing when she was on the front porch, and rejected plaintiff's pleas by saying, "You have no credibility."

24. Plaintiff's household belongings (which Drew had caused to be forcibly removed from the Oakland Terrace house) were put in storage in May 2012. When plaintiff could not pay the storage charges of \$667.33, her belongings were sold at auction (for pennies on the dollar) to pay the storage company's lien, causing plaintiff to suffer a total loss of their value.

25. Drew's actions were the direct and proximate cause of plaintiff's eviction, the loss of her home, her inability to obtain Estate funds to defray living expenses as an advance on her inheritance, and the consequent loss of her property.

26. All of these things caused plaintiff to suffer extreme emotional distress and depression, for which she required intensive outpatient medical treatment for more than two months, followed by continued therapy over an extended period of time.

27. Plaintiff had just begun a new home business venture that (in its first month) generated approximately \$5,000 in revenues, most of which was profit. She was unable to continue that venture due to the extreme stresses caused by Drew's actions, and as a result lost a steady income stream that she was unable to replace.

28. Following plaintiff's eviction, at Drew's direction, the Estate retained Grant Land Management (owned by Jordan Grant) as a home improvement contractor to work on the Oakland Terrace house. Grant Land Management billed the Estate \$31,000 for unnecessary work – work that was later stopped by a cease-and-desist order issued by the Probate Court on October 3, 2012. The Probate Court held that work on the house should only be done in an emergency situation, and then only by an independent third-party contractor. The Probate Court reduced Grant Land Management's bill to \$10,400, but even that amount (paid from Estate funds) represented payment for unnecessary and unauthorized work.

29. As this Court found, "Drew's actions ... without doubt, rendered the estate illiquid."

30. As a direct result of the Estate's illiquidity, after Drew's removal as executor, the successor court-appointed administrator of the Estate contracted on April 1, 2013 to sell the Oakland Terrace house for \$600,000 under less than optimal conditions, in a very poor real estate market, for less than fair value – what is known as a distress sale. The price was increased slightly and the sale was eventually closed on January 16, 2014 for \$603,000. The net proceeds to the Estate were approximately \$560,000. After the deduction of Estate expenses, most of which were unnecessary and wasteful, the Estate's beneficiaries, including plaintiff, received only approximately \$105,000 apiece -- far less than they could and should have received had the Estate been managed with due fiduciary care.

#### **First Count – Breach of Fiduciary Duty**

31. Paragraphs 1 through 30 above are repeated and realleged as if set forth in full.

32. Drew had a fiduciary duty to represent plaintiff's interests as a beneficiary of the Estate, and to do so in a moral and ethical manner characterized by fair dealing. Instead, he willfully or recklessly favored the interests of Jordan Grant, which was a breach of his fiduciary duty as the executor to act as a fiduciary for all persons interested in the estate. That duty extended to plaintiff as a beneficiary.

33. Drew breached that fiduciary duty of loyalty and diligence by wrongfully causing plaintiff's eviction from the Oakland Terrace house of which she was a co-owner and in which she had a statutory right to remain in possession.

34. Drew further breached that duty of loyalty and diligence by refusing to advance Estate funds to plaintiff for living expenses and to prevent the loss of her personal property.

35. Drew's actions detailed above were motivated at least in part by his economic self-interest in receiving maximum fees and commissions from the Estate. Accordingly, he



submitted to the Probate Court requests for the payment of fees in excess of \$90,000 – fees for services that were in large part unnecessary and wasteful and were performed in the wrongful exercise of his vendetta against plaintiff.

36. As a direct and proximate result of Drew’s actions, plaintiff suffered direct and consequential damage in the amount of at least \$25,600, including additional living expenses and the loss of the value of her personal property that was damaged and had to be sold at auction for pennies on the dollar.

37. As a direct and proximate result of Drew’s actions, plaintiff suffered severe emotional distress that disabled her from gainful employment and required an extended course of medical treatment, resulting in additional damages to be proven at trial in the amount of at least \$150,000.

#### **Second Count – Breach of Fiduciary Duty**

38. Paragraphs 1 through 37 above are repeated and realleged as if set forth in full.

39. Drew also had a separate fiduciary duty of care to conserve the assets of the Estate and not to waste them on unauthorized litigation and unnecessary expenses.

40. Drew breached that duty of care by wasting the Estate’s funds on unnecessary and unauthorized expenses, including legal fees, eviction expenses, contractors’ charges, and the like -- which, in this Court’s words, “rendered the estate illiquid.”

41. That illiquidity -- caused directly by Drew’s actions -- required the forced distress sale of the Oakland Terrace house under unfavorable conditions.

42. Plaintiff, as a beneficiary of the Estate, received a diminished inheritance from the Estate as a result, and was thereby damaged in an amount to be determined at trial of at least \$50,000.

## **Prayer for Relief**

WHEREFORE, Plaintiff respectfully requests that this Court:

1. On Count One:

- a. Award Plaintiff damages in the amount of not less than \$10,000 for her out of pocket living expenses incurred as the result of her eviction from the Oakland Terrace house.
- b. Award Plaintiff damages in the amount of not less than \$15,600 for the loss and/or damage to her of personal property.
- c. Award Plaintiff damages in the amount of not less than \$150,000 for her emotional distress.
- d. Award plaintiff damages in the amount of not less than \$100,000 for the loss of the income stream from her home business venture.
- e. Award plaintiff punitive damages of not less than \$125,000.

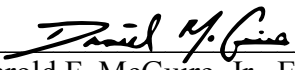
2. On Count Two:

- a. Award Plaintiff damages in the amount of her share of the Estate's unnecessary expenses, including the amounts spent for the unnecessary work performed on the Oakland Terrace house.
- b. Award Plaintiff damages in the amount of not less than \$50,000 for her share of the amount the Estate could have received on the sale of the Oakland Terrace house had it not been sold at less than fair value.
- c. Award Plaintiff such other, further and different relief as the Court finds just and proper.

Respectfully submitted,  
Dated: November 19, 2014

Stamford, Connecticut

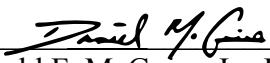
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**STATEMENT REGARDING AMOUNT IN DEMAND**

The Plaintiff claims damages in an amount greater than fifteen thousand dollars (\$15,000.00), exclusive of costs and interest.

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