

“Evaluation” or “Report”) for use in the Connecticut Superior Court matter known as Sakon v. Sakon, HHD-FA-16-6071228-S.

4. *Inter alia*, in the contract, Smith LLC made certain representations and promises to wit:

- a. She would write a [custody evaluation] report for the Court.
- b. “Dr. Smith will try to complete the evaluation in a timely manner.”
- c. The report would immediately be “slotted” after the parties signed the contract and paid the retainer.
- d. Dr. Smith represented that a typical evaluation report lasts between 30 and 50 hours.
- e. Dr. Smith’s hourly fee was \$300/hour.
- f. A budget was established of \$9,000 to \$15,000 for the work.
- g. An initial retainer fee of \$10,000 was required.
- h. If the retainer fell below \$1,000, Smith was to notify the parties and “the evaluation process would be halted and will not continue until all fees are paid.”

5. The initial retainer of \$10,000 was paid by Sakon on 03/18/2018. Dr. Smith asked for and received an additional retainer of \$7,500 to complete the Report which was paid on 03/13/2019.

6. Smith invoiced the parties on 12/06/2019. A redacted version of the invoice removing protected information is attached hereto as Exhibit A.

7. Smith did not commence her work until 06/01/2018, a 74 day delay.

8. While most custody evaluations take between 8 to 12 weeks, Smith did not complete her work until 12/02/2019, a period of 1 year, 8 months and 14 days.
9. Smith did not complete the Report, or try to complete the Report, in a timely manner.
10. The defendant is in breach of contract.
11. The delay of work was in reckless disregard to the plaintiff and has caused irreparably harm to the plaintiff.
12. The plaintiff claims damages.

COUNT TWO – Breach of Contract – Loss of Value²

1. Paragraphs 1 thru 10 of Count One are hereby made paragraphs 1 thru 10 of Count Two of this complaint.

11. As her invoice clearly demonstrates, Dr. Smith undertook her assignment in a very slow, haphazard and non-contiguous fashion resulting in a total 481 days of inexplicable delays as shown below:

- | | |
|--|---------------------|
| a. Retainer 03/19/18 – Commencement of work 06/01/18 | 74 day delay |
| b. Stop 07/18/18 - Start 08/11/18 | 24 day delay |
| c. Stop 08/17/18 - Start 09/28/18 | 42 day delay |
| d. Stop 10/24/18 – Start 04/25/19 | 183 day delay |
| e. Stop 04/30/19 – Start 05/24/19 | 24 day delay |
| f. Stop 05/24/19 – Start 07/02/19 | 39 day delay |
| g. Stop 08/08/19 – Start 09/03/19 | 26 day delay |
| h. Stop 09/03/19 – Start 11/11/19 | <u>69 day delay</u> |
| i. Total delays between stoppages | 481 days of delay |

² Captions are for Reference Only

12. Dr. Smith is a licensed psychologist who specializes in Custody/Forensic Psychological Evaluations of family courts. As such Dr. Smith has represented to the parties professional knowledge as to the requirements for custody evaluations prepared for Connecticut State court hearings.

13. As Dr. Smith took over 481 days to complete her report, when she filed her report with the court on 12/06/2019 it was based upon evidence gathered in 2018 and evidence over a 481 day period of time and as such was already outdated, stale, irrelevant and inadmissible under Connecticut Law *to wit*:

- a. ***"What was in the best interest of a child a year ago may not be in the best interest of a child today"*** *Merkel v. Hill*, 189 Conn. App. 779, 207 A.3d 1115 (Conn. App. Ct. 2019); The Connecticut Appellate Court held in *Merkel* that *"the trial court is bound to consider the [children's] present best interests and not what would have been in [their] best interests at some previous time."* (Emphasis in original; internal quotation marks omitted.) *Collins v. Collins*, 117 Conn. App. 380, 391–92, 979 A.2d 543 (2009) ; see *O'Neill v. O'Neill*, 13 Conn. App. 300, 303–304, 536 A.2d 978 (court abused discretion by fashioning order based on past conduct and outdated evidence rather than present ability to parent), cert. denied, 207 Conn. 806, 540 A.2d 374 (1988) ; compare *Balaska v. Balaska*, 130 Conn. App. 510, 518, 25 A.3d 680 (2011) (recognizing that "court's reliance on outdated information and past parental conduct in making or modifying orders concerning parental access may be improper,"

14. The unauthorized delay in the work was in reckless disregard of the contract, it reckless disregard to Connecticut Law which has rendered the work valueless to the plaintiff and has caused irreparably harm to the plaintiff.

15. The plaintiff claims damages.

COUNT THREE – Breach of Contract – RISK OF LOSS³

1. Paragraphs 1 thru 10 of Count One and paragraphs 11 thru 12 of Count TWO are hereby made paragraphs 1 thru 12 of Third Count of this complaint.

13. In the summer of 2019, the court set a trial date for the custody matter for Monday 12/09/2019. Dr. Smith was given due notice by the plaintiff.

14. Dr. Smith did not file her Custody Evaluation with the court until Friday 12/06/2019. As a result of the late filing, the court rescheduled trial for 03/16/2020.

15. Before 03/16/2020, the Connecticut Courts shut down due to Covid-19.

16. Trial has been now set for 12/14/2020.

17. Since: "***What was in the best interest of a child a year ago may not be in the best interest of a child today***", "*Merkel v. Hill*, 189 Conn. App. 779, 207 A.3d 1115 (Conn. App. Ct. 2019); the Evaluation Report dated 12/02/2019 is inadmissible and has no value to the plaintiff for the 12/14/2020 trial.

18. Smith did not complete the work, or try to complete the work, in a timely manner.

19. Due to the defendant's negligence, the trial was delayed and therefore the risk of loss of the value of the work falls upon the defendants and not the plaintiff.

20. The plaintiff claims damages.

³ Captions are for Reference Only

COUNT FOUR – Unethical Conduct, Conflicts of Interest and Failure to Disclose⁴

1. Paragraphs 1 thru 10 of Count One and paragraphs 11 thru 13 of Count TWO are hereby made paragraphs 11 thru 13 of Fourth Count of this complaint.
14. Upon information and belief, Dr. Smith was delayed in the assignment, *inter alia*, by difficulties in her own marriage, by difficulties in her own family including a death and/or murder of a family member.
15. On 11/08/2019, while actively preparing the Evaluation, Linda S. Smith filed for a Dissolution of Marriage in the Connecticut Superior Court from her husband and the father of her four children.
16. Dr. Smith did not disclose the allegations and events noted in paragraph 14 and 15 above to the parties and did not disclose the reasons for her delays and did not disclose her own divorce proceedings in her Custody Report.
17. Dr. Smith claims to abide by the “ETHICAL PRINCIPLES OF PSYCHOLOGISTS AND CODE OF CONDUCT” of the American Psychological Association (hereinafter “Code”)
 - a. Under Article 2.06(a) of the Code *“Psychologists refrain from initiating an activity when they know or should know that there is a substantial likelihood that their personal problems will prevent them from performing their work-related activities in a competent manner.”*
 - b. Under Article 2.06(b) of the Code *“When psychologists become aware of personal problems that may interfere with their performing work-related duties adequately, they take appropriate measures, such as professional*

⁴ Captions are for Reference Only

consultation or assistance, and determine whether they should limit, suspend, or terminate their work-related duties.”

18. That Dr. Smith did not abide by the Code when she allowed her personal problems, marital problems and divorce to delay and/or interfere with the Evaluation.
19. That under the Code, Dr. Smith should have notified the parties as to her own personal problems, her own marital problems and her own divorce would prevent her from performing her work-related activities in a competent manner and should have terminated the Contract and returned the retainer.
20. The plaintiff has been damaged by Dr. Smith's violations of the Code.
21. The plaintiff seeks damages.

COUNT Five – Extortion and Blackmail⁵

1. Paragraphs 1 thru 4 of Count One are hereby made paragraphs 1 thru 4 of this Fifth Count of this complaint.
5. A contractual budget had been established of \$9,000 to \$15,000 to complete the report.
6. An additional estimate of \$2,500 was established to allow for the fees necessary for Dr. Smith to present the report in court.
7. The initial retainer of \$10,000 was paid by Sakon on 03/18/2018.
8. A payment of \$7,500 was requested by Dr. Smith and was paid on 03/13/2019.
9. The additional payment of \$7,500 was understood by the plaintiff to include an additional \$5,000 in retainer to complete the work for the top end of the budget of

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\$15,000 and included an estimated \$2,500 to allow Dr. Smith to attend trial and present the report.

10. Smith invoiced the parties for \$33,795.00 on 12/06/2019. A redacted version of the invoice removing protected information is attached hereto as Exhibit A.

11. The 12/06/2019 invoice exceeded the high end of the budget by \$18,795.00 and did not include any monies to present the report at trial.

12. The cost to complete the work was outside the budgeted range pursuant to the contract.

13. The time to complete the work was outside the time limits understood by the parties.

14. Dr. Smith did not notify or advise the plaintiff that she had exhausted the retainer.

15. Dr. Smith did not notify or advise the plaintiff that she had applied the \$2,500 received for trial fees to the work on the report.

16. Dr. Smith did not seek additional authorizations from the plaintiff to continue the work past the budget of \$9,000 to \$15,000.

17. Dr. Smith did not advise the plaintiff that the work would exceed the budgeted range of \$9,000 to \$15,000 by \$18,795.00 pursuant to the contract.

18. Smith then demanded the outstanding balance of \$18,795.00 together with an estimate of \$2,500 of a total of \$21,295 must be paid in advance before the report could be used in court.

19. The mother and father both love their child and Dr. Smith now claims they must pay her \$21,295 to make use of a report that they paid for in advance.

20. The claim of and additional fee of \$21,295 by Dr. Smith over the original estimate of \$9,000 to \$15,000 to complete the report and \$2,500 to testify to the report amounts to no less than Extortion and Blackmail arising out of the circumstance.

21. The plaintiff claims damages.

COUNT SIX – Unfair Trade Business Practice⁶

1. Paragraphs 1 thru 10 of Count One and paragraphs 11 thru 12 of Count TWO are hereby made paragraphs 1 thru 12 of Third Count of this complaint.

12. Paragraphs 11 thru 14 of Count Two are hereby made paragraphs 12 thru 15 of this Fifth Count of this complaint.

16. Paragraphs 13 thru 19 of Count Three are hereby made paragraphs 16 thru 22 of this Fifth Count of this complaint.

22. Paragraphs 5 thru 21 of Count Four are hereby made paragraphs 22 thru 37 of this Fifth Count of this complaint.

23. LINDA S, SMITH, PH.D., LLC is a business within the State of Connecticut.

24. The defendants have engaged in unfair or deceptive acts or practices in the conduct of their trade.

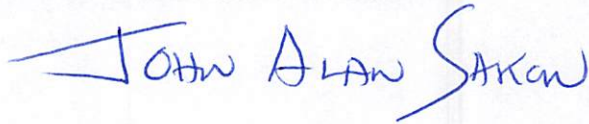
25. The plaintiff claims damages and treble damages under C.G.S. § 42-110b.

⁶ Captions are for Reference Only

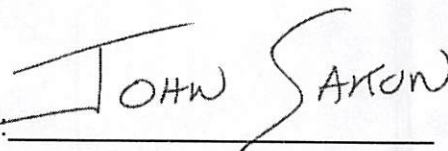
DEMAND FOR RELIEF

Wherefore, the Plaintiff claims:

1. Actual Damages.
2. Costs of this action.
3. Punitive damages.
4. Compensatory and/or Exemplary Damages
5. Interest.
6. Treble Damages under CGS 42-110b.
7. Attorney Fees under CGS Sec. 42-110b.
8. Such other and further relief as the Court deems just and equitable.



THE PLAINTIFF,

BY: 

John Alan Sakon, Pro Se
82 Folly Brook Lane
Manchester, CT 06040
Tel. (860) 793-1000
johnsakon@sakon.biz

INVOICE

INVOICE NUMBER: 10218

INVOICE DATE: DECEMBER 06, 2019

FROM: Linda S Smith, PhD, LLC
 2507 Post Rd
 Third Floor
 Southport, CT 06890

TO: Sakon Sakon

DATE	PROJECT	DESCRIPTION	HOURS	RATE	AMOUNT
JUN-01-18	Evaluation	Meeting v	2.50	\$300.00	\$750.00
JUN-05-18	Evaluation	Interview	2.60	\$300.00	\$780.00
JUN-13-18	Evaluation	Interview	2.25	\$300.00	\$675.00
JUN-18-18	Evaluation	Meeting v	2.75	\$300.00	\$825.00
JUN-22-18	Evaluation	Meeting v	2.50	\$300.00	\$750.00
JUL-13-18	Evaluation	Meeting v	2.25	\$300.00	\$675.00
JUL-18-18	Evaluation	Meeting v	1.50	\$300.00	\$450.00
AUG-11-18	Evaluation	Interview	2.50	\$300.00	\$750.00
AUG-17-18	Evaluation	Interview	2.00	\$300.00	\$600.00
SEP-28-18	Evaluation	Interview s)	3.00	\$300.00	\$900.00
OCT-02-18	Evaluation	Meeting v	2.00	\$300.00	\$600.00
OCT-04-18	Evaluation	Home Visit Plus (3.0); Travel (2.0)	5.00	\$300.00	\$1,500.00
OCT-18-18	Evaluation	Drafting of Response to Questions	0.30	\$300.00	\$90.00
OCT-24-18	Evaluation	Home Visit t	3.75	\$300.00	\$1,125.00
APR-25-19	Evaluation	Phone with	0.50	\$300.00	\$150.00
APR-30-19	Evaluation	Meeting wit	1.00	\$300.00	\$300.00
MAY-24-19	Evaluation	Meeting wit	2.00	\$300.00	\$600.00
JUL-02-19	Evaluation	Meeting wit	2.50	\$300.00	\$750.00
JUL-03-19	Evaluation	Meeting wit	0.50	\$300.00	\$150.00
JUL-10-19	Evaluation	Meeting wit	1.75	\$300.00	\$525.00
JUL-23-19	Evaluation	Meeting wit	2.50	\$300.00	\$750.00

DATE	PROJECT	DESCRIPTION	HOURS	RATE	AMOUNT
JUL-24-19	Evaluation	Review of Records/File	6.25	\$300.00	\$1,875.00
JUL-25-19	Evaluation	Review of File	1.00	\$300.00	\$300.00
JUL-25-19	Evaluation	Meeting	2.00	\$300.00	\$600.00
AUG-06-19	Evaluation	Meeting	2.75	\$300.00	\$825.00
AUG-08-19	Evaluation	Meeting	2.00	\$300.00	\$600.00
SEP-03-19	Evaluation	Interview	3.40	\$300.00	\$1,020.00
NOV-11-19	Evaluation	Meeting	2.50	\$300.00	\$750.00
NOV-12-19	Evaluation	Meeting	3.00	\$300.00	\$900.00
NOV-18-19	Evaluation	Writing of the Report	4.50	\$300.00	\$1,350.00
NOV-21-19	Evaluation	Admin/File/Calling Collaterals/Correspondence	0.50	\$300.00	\$150.00
NOV-21-19	Evaluation	Writing of Report	7.00	\$300.00	\$2,100.00
NOV-22-19	Evaluation	Interview	1.00	\$300.00	\$300.00
NOV-25-19	Evaluation	Phone wi	0.70	\$300.00	\$210.00
NOV-26-19	Evaluation	Collatera	1.50	\$300.00	\$450.00
NOV-26-19	Evaluation	Writing o	5.75	\$300.00	\$1,725.00
NOV-27-19	Evaluation	Writing o	4.00	\$300.00	\$1,200.00
NOV-29-19	Evaluation	Phone wi	0.15	\$300.00	\$45.00
DEC-02-19	Evaluation	Collatera	0.75	\$300.00	\$225.00
DEC-02-19	Evaluation	Writing of the Report	6.50	\$300.00	\$1,950.00
DEC-03-19	Evaluation	Writing of the Report	5.50	\$300.00	\$1,650.00
DEC-04-19	Evaluation	Writing of the Report	6.25	\$300.00	\$1,875.00
		Total amount of this invoice			\$33,795.00

ACCOUNT INFORMATION	
Prior account balance	\$0.00
Payment MAR-19-2018	(\$10,000.00)
Payment MAR-13-2019	(\$7,500.00)
Invoice 10218 DEC-06-2019	\$33,795.00
Current account balance	\$16,295.00

STATE OF CONNECTICUT)

)ss. Trumbull

Date: December 8, 2020

COUNTY OF FAIRFIELD)


Matter: Sakon, J v. Smith, L, et al

By direction of the plaintiff's attorney, I left a true and attested copy of the within original at the usual place of abode of the within named defendant Linda S. Smith at 63 Hills Point Road, Trumbull, CT 06611.

The Summons also lists Linda S. Smith, Ph.D, LLC as a defendant. The plaintiff requested service at the personal address of Linda S. Smith. I indicated this was not proper service, and that per C.G.S 34-243r, service should be made upon the Agent for Service. I indicated the Agent for Service for this defendant is Registered Agents, Inc., at 2389 Main Street, Suite 100, Glastonbury, CT 06033. The plaintiff again insisted I should make service at the usual place of abode of Linda S. Smith, but I declined. I indicated I would make service in the proper manor for statutory fee and meet the plaintiff and provide a completed return of service, but I got no response.

The within is the original **Summons, Complaint, Demand for Relief and Exhibit A** with my doings hereon endorsed.

ATTEST:



Gerald J. Broderick
State Marshal, Fairfield County

Total Fees Due: \$ 60.00/Paid