

RETURN DATE: SEPTEMBER 6, 2022 : SUPERIOR COURT  
ALDRICH & ALDRICH : JUDICIAL DISTRICT OF  
STAMFORD/NORWALK  
V. : AT STAMFORD  
CHRISTOPHER AMBROSE : JULY 20, 2022

COMPLAINT

FIRST COUNT:

1. The Plaintiff, Aldrich & Aldrich, is a Connecticut general partnership with a principal place of business at 152 Kings Highway North, Westport, Connecticut, where it operates a law firm.
2. The Defendant, Christopher Ambrose, is an individual with a current residence address of 381 Horse Pond Road, Madison, Connecticut.
3. On or about July 18, 2019, the Plaintiff entered into a written fee agreement with the Defendant, by which the Plaintiff agreed to provide legal services in connection with a matrimonial action for a dissolution of marriage involving the Defendant's wife, Karen Ambrose (Riordan) for which the Defendant, Christopher Ambrose, would pay the Plaintiff its fees and expenses as outlined in the written agreement. That action was tried to conclusion and was pending in the Superior Court for the Judicial District of Bridgeport known as Christopher Ambrose v. Karen Ambrose bearing docket no. FBT-FA19-6088163-S. (A copy of the fee agreement is attached hereto as Exhibit A).

4. The Plaintiff provided said legal services to the Defendant for which the Plaintiff provided bills to the Defendant.

5. The Defendant has received the benefit of the Plaintiff's services and has refused to pay the Plaintiff for the same.

6. After application of payments made by the Defendant there remains a balance due and owing to the Plaintiff of Sixty-Five Thousand Seven Hundred Sixty-Seven and 30/100 (\$65,767.30) Dollars.

7. The contract between the Plaintiff and the Defendant includes a provision authorizing the Plaintiff to recover interest and costs of collection on unpaid balances including attorney's fees.

8. Despite demand the Defendant, Christopher Ambrose, has neglected and refused to pay the Plaintiff the balance due.

**SECOND COUNT: (UNJUST ENRICHMENT)**

1-2. Paragraphs One and Two of the First Count are hereby incorporated into this the Second Count as if more fully set forth therein.

3. On or about July 18, 2019, the Defendant engaged the Plaintiff to perform legal services for him in connection with a matrimonial action for a dissolution of marriage involving the Defendant's wife, Karen Ambrose (Riordan), for which the Defendant, Christopher Ambrose, would pay the Plaintiff its fees and expenses as outlined in the written agreement. That action was pending in the Superior Court for the Judicial District of

Bridgeport known as Christopher Ambrose v. Karen Ambrose, bearing docket no.FBT-FA19-6088163-S. (A copy of the fee agreement is attached hereto as Exhibit A).

4. The Plaintiff provided said legal services to the Defendant for which the Plaintiff provided bills to the Defendant.

5. The Defendant has received the benefit of the Plaintiff's services and has refused to pay the Plaintiff for the same.

6. After application of payments made by the Defendant there remains a balance due and owing to the Plaintiff of Sixty-Five Thousand Seven Hundred Sixty-Seven and 30/100 (\$65,767.30) Dollars.

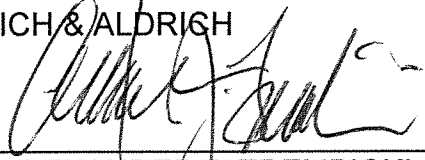
7. Despite demand the Defendant, Christopher Ambrose, has neglected and refused to pay the Plaintiff the balance due.

8. The Defendant has been unjustly enriched in that he has received legal services for which she has not paid the reasonable value of which is Sixty-Five Thousand Seven Hundred Sixty-Seven and 30/100 (\$65,767.30) Dollars.

WHEREFORE, the plaintiff claims:

1. Money damages;
2. Costs;
3. Interest;
4. Attorney's fees.

THE PLAINTIFF  
ALDRICH & ALDRICH

BY: 

ALEXANDER J. TREMBICKI  
Lynch, Trembicki & Boynton  
27 Imperial Avenue  
Westport, CT 06880  
Phone No.: 203.227.6808  
Juris No.: 034874

LYNCH, TREMBICKI AND BOYNTON - ATTORNEYS AT LAW  
27 IMPERIAL AVENUE • WESTPORT, CONNECTICUT 06880 • JURIS NUMBER 34874 - (203) 227-6808

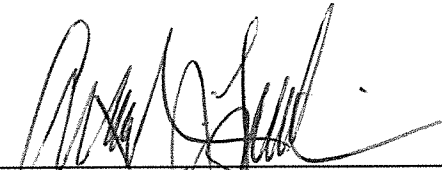
PLEASE ENTER AN APPEARANCE FOR:  
ALEXANDER J. TREMBICKI  
Lynch, Trembicki & Boynton  
27 Imperial Avenue  
Westport, CT 06880  
Phone: 203.227.6808/Juris No. 34874

RETURN DATE: SEPTEMBER 6, 2022 : SUPERIOR COURT  
ALDRICH & ALDRICH : JUDICIAL DISTRICT OF  
STAMFORD/NORWALK  
V. : AT STAMFORD  
CHRISTOPHER AMBROSE : JULY 20, 2022

AMOUNT IN DEMAND

The amount in demand is not less than \$15,000.00 exclusive of interest and costs.

THE PLAINTIFF  
ALDRICH & ALDRICH

BY:   
ALEXANDER J. TREMBICKI  
Lynch, Trembicki & Boynton  
27 Imperial Avenue  
Westport, CT 06880  
Phone No.: 203.227.6808  
Juris No.: 034874

LIXNOE, TREMBICKI AND BOYNTON - ATTORNEYS AT LAW  
27 IMPERIAL AVENUE - WESTPORT, CONNECTICUT 06880 • JUDIS NUMBER 34874 • (503) 227-6808

EXHIBIT A

**ALDRICH & ALDRICH**

ATTORNEYS AT LAW

152 KING'S HIGHWAY NORTH  
WESTPORT, CONNECTICUT 06880

TEL (203) 221-0055  
FAX (203) 221-0070

NANCY ALDRICH

E-MAIL: NALDRICH@ALDRICHANDALDRICH.COM

JOHN H. ALDRICH

E-MAIL: JALDRICH@ALDRICHANDALDRICH.COM

July 18, 2019

**VIA HAND DELIVERY**

Christopher Ambrose  
Hemlock Hill Road  
Westport, CT 06880

Re: Dissolution of Marriage

Dear Chris,

You have asked my firm to represent you in connection with the above-referenced matter. Under the Connecticut Rules of Professional Conduct, we are required to describe the scope of the engagement governed by this Retainer Agreement and the manner in which our fees will be determined. This Retainer Agreement becomes effective when my firm receives your confirmation of this Agreement's terms and retainer funds specified herein.

Scope of Representation: You, Chris Ambrose are our client and no other person. You have asked us to represent you in a Dissolution of Marriage action against your Wife, Karen Ambrose.

Retainer: As we discussed, a retainer in the amount of \$7,500.00 is requested at this time. In a case such as yours, it is impossible to determine in advance what your entire legal fee will be. Therefore, this sum is neither an estimate nor a maximum of your legal fee. In the event there remains a retainer balance at the end of our representation, said funds will be refunded. You agree to replenish your retainer account, when necessary, so that the amount in your retainer account never totals less than \$3,000.00 in a billing cycle. We reserve the right to terminate our representation of you if you do not replenish your retainer account as and/or when requested.



Chris Ambrose  
July 18, 2019  
Page 2

**Fees and Expenses:** Our fees are computed primarily on the basis of the time which is used on your behalf by me or other members of my firm. The billing rate for my time is \$600.00 per hour and includes drafting of legal documents, legal research, conferences and correspondence, depositions, Court hearings, travel time and phone calls with you and others. **However, in the event that there is a request by you for me to work outside the regular working hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, weekends or while on vacation, then the hourly rate will be \$650.00 per hour.** Other members of the firm; i.e., my partner, associate and paralegal may work with you on different aspects of your case. Associate time is charged at the rate of \$350.00 per hour and paralegal time is charged at the rate of \$195.00 per hour. Court filing fees, Marshal's service fees, deposition costs, fees of expert witnesses and professionals and mailing, photocopying and travel expenses, etc. are separate from attorney's time and will be so noted on the statement.

We shall make every effort to keep you apprised of the progress of your case by sending you photocopies of significant documents and correspondence. Be assured that your participation in the resolution of this matter is both necessary and welcome. In order to provide you with the best possible service, we may also find it necessary to communicate with other professionals such as physicians, therapists or financial advisors. You agree that we have your permission to do so after discussion with you and we may ask you to sign the necessary authorizations, if necessary.

**Billing:** A billing statement of services and charges will be forwarded to you periodically and the balance remaining in your retainer account will be noted. It is most appreciated if bills for costs and/or services are paid within thirty (30) days of the billing date. If they are not, we reserve the right to charge a late fee of .75% per month on any outstanding balance. We expect your bill to be paid in full prior to the final resolution of the case. And while we hope never to do so, if it becomes necessary to initiate legal proceedings to collect any balance due, you will also be responsible for the payment of any costs and reasonable attorneys' fees incurred for collection.

**Client Responsibilities:** You agree to be candid and cooperative with us and to keep us informed with complete and factual information, documents and other communications relevant to our representation in your matter or requested by us. Because it is important that we are able to contact you at all times during the course of our representation, you agree to inform us, in writing, of any changes in your address, telephone number, cell phone number and/or email address.

Chris Ambrose  
July 18, 2019  
Page 3

Opinions and Beliefs: The outcome of your matter is subject to numerous tangible and intangible factors and therefore cannot be predicted or foreseen with complete confidence. You acknowledge that we have made no promises or guarantees to you concerning the outcome of your matter. During the course of our representation we may express opinions or beliefs concerning your matter or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to us at the time and should not be construed by you as a promise or guarantee.

Termination of Engagement: You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

To the extent permitted by rules of professional responsibility and the Court, we may terminate our representation at any time if you breach any material term of this Agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provision of this Agreement.

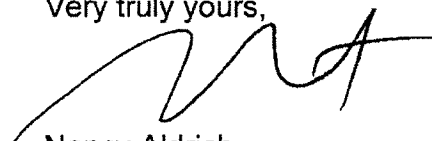
Records Retention: At the conclusion of this matter, we will ask you if you wish to retrieve your file or if you would prefer that we destroy all documents contained in the file. If you do not respond to our request in writing within thirty (30) days, we may destroy all documents at our discretion. However, we will continue to keep a computer file of Court documents, etc. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

Chris Ambrose  
July 18, 2019  
Page 4

Conclusion of Your Case: Payment in full of any outstanding balance will be requested prior to the date of dissolution and our representation as outlined in this Retainer Agreement shall terminate upon the completion of entering your Judgment on the date of dissolution. On the date of dissolution, we will request you to sign an "in lieu of" Appearance. Should you require representation for *Post Judgment* issues, we will be pleased to represent you again but will require a new Retainer Agreement and a new *Post Judgment* retainer.

If the foregoing is agreeable, please sign and return the original of this letter along with your check made payable to ALDRICH & ALDRICH in the amount of \$7,500.00. If you wish to pay by credit card, please call the office for processing. Please retain a copy of this letter for your records.

Very truly yours,



Nancy Aldrich

NA:dfo

**ABOVE TERMS READ AND ACCEPTED:**



Chris Ambrose

7.18.19

Date

Chris Ambrose  
July 18, 2019  
Page 5

## PRIVACY POLICY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with legal and financial advice including, but not limited to, income tax, estate tax and gift tax advice, we receive significant personal financial information from our clients. If you are a client of ALDRICH & ALDRICH, you should know that all information that we receive from you is held in confidence and is not released to people outside the firm, except as agreed to by you or as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain safeguards that comply with our professional standards.