

\*\*\*\*\*

The “officially released” date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the “officially released” date appearing in the opinion.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the advance release version of an opinion and the latest version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest version is to be considered authoritative.

The syllabus and procedural history accompanying the opinion as it appears in the Connecticut Law Journal and bound volumes of official reports are copyrighted by the Secretary of the State, State of Connecticut, and may not be reproduced and distributed without the express written permission of the Commission on Official Legal Publications, Judicial Branch, State of Connecticut.

\*\*\*\*\*

DAVID EICHLER *v.* HEALTHY MOM, LLC  
(AC 43793)

Moll, Alexander and Bishop, Js.

*Syllabus*

The plaintiff sought to recover damages for breach of contract, alleging that the defendant had failed to pay when a promissory note the parties had executed matured. The trial court rendered judgment for the defendant on its special defense of waiver. On the plaintiff's appeal to this court, *held* that the judgment of the trial court was affirmed, and, as the issues raised in this appeal properly were resolved in the trial court's thorough memorandum of decision, this court adopted the trial court's well reasoned decision as a proper statement of the facts, issues and applicable law.

Argued April 15—officially released May 4, 2021

*Procedural History*

Action to recover damages for breach of contract, and for other relief, brought to the Superior Court in the judicial district of New Haven and tried to the court, *Hon. Anthony V. Avallone*, judge trial referee; judgment for the defendant, from which the plaintiff appealed to this court. *Affirmed.*

*Bruce L. Elstein*, for the appellant (plaintiff).

*Michael T. Cretella*, for the appellee (defendant).

*Opinion*

PER CURIAM. The plaintiff, David Eichler, appeals from the judgment of the trial court, rendered after a court trial in favor of the defendant, Healthy Mom, LLC. On appeal, the plaintiff claims, in essence, that the court erred in (1) finding in favor of the defendant on its special defense of waiver, and (2) determining that the defendant had standing to assert rights under certain extension agreements. We affirm the judgment of the trial court.

In April, 2018, the plaintiff commenced the present action. In his one count complaint sounding in breach of contract, the plaintiff alleged that the defendant had (1) executed a promissory note, dated as of November 12, 2014, in favor of the plaintiff in the original principal amount of \$50,000 (note), (2) failed to pay the note when it matured and owed the entire principal balance plus interest, costs, and reasonable attorney's fees, and (3) failed to pay such sum upon demand. On July 12, 2018, the defendant filed an answer and special defenses, which asserted waiver, the statute of frauds, and failure to state a cause of action. On December 17, 2018, the plaintiff filed his reply to the special defenses.

The matter was tried to the court on the basis of a joint stipulation of facts dated July 19, 2019, appended exhibits, and the submission of briefs. On November 18, 2019, the court issued a memorandum of decision rendering judgment in favor of the defendant, finding that it prevailed on its special defense of waiver. This appeal followed.

Our examination of the pleadings, the stipulation of facts, and accompanying exhibits, as well as our consideration of the briefs and arguments of the parties, persuade us that the judgment should be affirmed. The issues raised in this appeal properly were resolved in the court's thorough and well reasoned memorandum of decision, and we adopt it as a proper statement of the relevant facts, issues, and applicable law. See *Eichler v. Healthy Mom, LLC*, Superior Court, judicial district of New Haven, Docket No. CV-18-6080162-S (November 18, 2019) (reprinted at 204 Conn. App. , A.3d ). It would serve no useful purpose to repeat the discussion contained therein.

The judgment is affirmed.

---