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LONG MANOR OWNERS' ASSOCIATION, INC. *v.*
GABRIEL D. ALUNGBE ET AL.
(AC 45055)

Bright, C. J., and Alvord and Moll, Js.

Syllabus

The defendant property owner appealed to this court from the judgment of foreclosure by sale rendered in favor of the plaintiff condominium owners' association for, inter alia, unpaid common charges on his condominium unit. The trial court appointed K, the property manager of the condominium complex, as the receiver of rents, on the plaintiff's motion, to which the defendant did not object. During the trial, which was held remotely, the defendant temporarily lost connection to the proceeding but was able to rejoin the proceeding without further disruption. Following the judgment of foreclosure by sale, the defendant filed a motion to reargue, which was denied. *Held:*

1. The defendant could not prevail on his unfounded claim that the trial court denied him the opportunity to testify and to present evidence during the trial: although the defendant temporarily lost his connection to the remote proceeding, this court's review of the record revealed that, following the disruption, the defendant promptly returned to the proceeding and continued to participate, he was given ample opportunity to testify in his case-in-chief, and did so, and he had numerous opportunities to present evidence to support his defense that he did not owe the amounts that the plaintiff claimed were due; moreover, the court explained to the defendant that it was not admitting his proffered exhibits because they lacked foundation and that he would have had to identify documentation showing that the checks that he claimed to have submitted but were not accounted for were actually received and cashed by the condominium association or the law firm handling the collection effort, and the defendant failed to identify any admissible evidence that would have made such a showing.
2. This court declined to review the defendant's unpreserved claim that the court erred in appointing K as the receiver of rents, the defendant having failed to object to the plaintiff's motion for an order appointing the receiver of rents or move for the discharge of the receiver.
3. This court declined to review the defendant's claims that the court erred in awarding the plaintiff the amount of the debt, as well as attorney's fees and other fees, in failing to require the plaintiff and K to disclose the amount of late fees they charged, in granting a receiver fee of \$90 per hour, in failing to consider all of the testimony and evidence presented during the trial, and in denying the defendant's motion to reargue, as these claims were inadequately briefed and were deemed abandoned; moreover, although self-represented litigants are afforded some latitude in complying with the rules of procedure and substantive law, the defendant's appellate brief suffered from significant deficiencies, and, with respect to each of these claims of error, the argument section of his brief failed to include any statement of the standard of review and contained virtually no relevant legal citations and no citations to the actual record, and, instead, the defendant improperly relied on documents, which he had included in his appendix to this court, that were not admitted into evidence by the trial court.

Argued February 1—officially released March 28, 2023

Procedural History

Action to foreclose statutory liens for unpaid common charges on a condominium unit owned by the named defendant, and for other relief, brought to the Superior Court in the judicial district of New Britain, where the court, *Aurigemma, J.*, granted the plaintiff's motion to appoint a receiver of rents; thereafter, the case was tried to the court, *Hon. Joseph M. Shortall,*

judge trial referee; judgment of foreclosure by sale; subsequently, the court, *Aurigemma, J.*, denied the named defendant's motion to reargue, and the named defendant appealed to this court. *Affirmed.*

Gabriel D. Alungbe, self-represented, the appellant (named defendant).

Jillian A. Judd, for the appellee (plaintiff).

Opinion

MOLL, J. The defendant Gabriel D. Alungbe,¹ a self-represented party, appeals from the judgment of foreclosure by sale rendered in favor of the plaintiff, Long Manor Owners' Association, Inc., arising out of outstanding common charges in connection with the defendant's condominium unit in Long Manor Condominiums in New Britain (complex). The defendant claims that the trial court erred in: (1) denying him his due process rights and the opportunity to present evidence at the trial to determine the amount of the debt; (2) awarding the plaintiff the amount of the debt, as well as attorney's and other fees; (3) appointing David Karat, the property manager of the complex, as receiver of rents; (4) failing to require the plaintiff and Karat to disclose the amount of late fees they charged; (5) granting Karat a receiver fee of \$90 per hour; (6) failing to require the plaintiff and Karat to produce evidence regarding water and sewer statements; (7) denying his requests to conduct the trial via alternative means; (8) failing to consider all of the testimony and evidence presented during the trial; and (9) denying his motion to reargue vis-à-vis the foreclosure judgment.² We affirm the judgment of the trial court.

The following procedural history is relevant to our consideration of the defendant's claims. In 1994, the defendant acquired title to 62 Short Street, Unit 5 (unit), in the complex. On April 8, 2019, the plaintiff commenced the present action seeking foreclosure of its statutory lien on the unit for outstanding "common expense assessments," late fees, and charges owed by the defendant pursuant to General Statutes § 47-258.

On December 2, 2019, pursuant to Practice Book § 17-19,³ the trial court, *Hon. Joseph M. Shortall*,³ judge trial referee, defaulted the defendant for failing to appear at a trial management conference pursuant to a prior court order.⁴ On January 16, 2020, the plaintiff filed a motion for an order appointing Karat as the receiver of rents. In support of its motion, the plaintiff argued that a receiver of rents was necessary to mitigate "the waste and loss that will likely occur, the substantial and immediate risk that the [plaintiff] will recover less than the debt owed to it, and the potential additional harm to other unit owners." The defendant did not object to the plaintiff's motion. On February 3, 2020, the trial court, *Aurigemma, J.*, granted the motion and appointed Karat as the receiver of rents.

On August 2, 2021, the plaintiff filed a motion for judgment of strict foreclosure, which was accompanied by, inter alia, an affidavit of debt. On September 27, 2021, the plaintiff filed an updated affidavit of debt averring that the defendant was indebted to it in the amount of \$7415.46. The debt included common charges assessed for the period August, 2018, through April,

2019, late fees, and the amount owed for outstanding water bills.

On October 13, 2021, following a trial conducted remotely, the court rendered a judgment of foreclosure by sale. The court determined the fair market value of the unit to be \$60,000. The court also determined the debt owed to the plaintiff to be \$7415.46 and awarded the plaintiff attorney's fees and other fees in the sum of \$4725, such that the total amount owed to the plaintiff was \$12,140.46. On October 18, 2021, the defendant filed a motion to reargue, which the court denied on the same day. This appeal followed.⁵ For the reasons that follow, we reject the defendant's claims, which we consider in three categories.

I

Without any citation to the trial transcript, the defendant first makes the serious but unfounded claim that the trial court denied him the opportunity to testify and to present evidence during the trial. Specifically, he claims that during the trial, which was conducted remotely, he "was suddenly disconnected a short time after [he] started pleading his case. The defendant then called the court and begged the judge to reconnect the remote proceeding but the judge refused." The defendant proceeds to argue that he did not have the opportunity to present evidence that would have established that he did not owe the plaintiff for any outstanding charges. This claim requires little discussion.

It suffices to state that, upon this court's careful review of the trial transcript, the defendant's claim is wholly belied by the record. The transcript reveals the following. First, although the defendant's connection to the remote proceeding was disrupted, the defendant promptly returned to the proceeding and continued to participate. Second, the defendant was given ample opportunity to testify in his case-in-chief, and he did so. Finally, the defendant also had numerous opportunities to present evidence to support his defense that he did not owe the amounts that the plaintiff claimed were due. In fact, on numerous occasions, the court explained to the defendant that it was not admitting his specifically proffered exhibits because they lacked foundation and that he would have to identify documentation showing that the checks that he claimed to have submitted but were not accounted for were actually received and cashed by the condominium association or the law firm handling the collection effort. The defendant failed to identify any *admissible* evidence that would make such a showing. Accordingly, we reject the defendant's claim that the court denied him the opportunity to testify and to present evidence.⁶

II

The defendant raises as his third claim on appeal that the court erred in appointing Karat as the receiver of

rents. We decline to review this claim because the defendant neither objected to the plaintiff's motion for an order appointing Karat as the receiver of rents nor moved for the discharge of the receiver. See General Statutes § 52-513; Practice Book § 21-17. Accordingly, we decline to review the defendant's unpreserved claim.

III

The defendant also raises, by way of his second, fourth, fifth, sixth, eighth, and ninth claims on appeal, that the court erred in awarding the plaintiff the amount of the debt, as well as attorney's and other fees, in failing to require the plaintiff and Karat to disclose the amount of late fees they charged, in granting Karat a receiver fee of \$90 per hour, in failing to require the plaintiff and Karat to produce evidence regarding water and sewer statements, in failing to consider all of the testimony and evidence presented during the trial, and in denying the defendant's motion to reargue. We decline to review these claims because they are inadequately briefed.

"Practice Book § 67-4 sets forth detailed requirements regarding the contents and organization of an appellant's brief. Among its provisions is the requirement that an appellant's brief contain '[a] statement of the nature of the proceedings and of the facts of the case bearing on the issues raised,' and that this statement 'shall be supported by appropriate references to the [record] and shall not be unnecessarily detailed or voluminous.' . . . Practice Book § 67-4 (d). As to each claim of error, the argument section of the brief must include a 'brief statement of the standard of review' Practice Book § 67-4 (e). The contents and organization of the appendix are governed by Practice Book § 67-8. The commentary to Practice Book § 67-8 expressly cautions that an appellant should not include anything in the appendix that 'is not necessary for the proper presentation of the issues and was not part of the proceedings below.'

"Both this court and our Supreme Court 'repeatedly have stated that [w]e are not required to review issues that have been improperly presented to this court through an inadequate brief. . . . Analysis, rather than mere abstract assertion, is required in order to avoid abandoning an issue by failure to brief the issue properly. . . . [F]or this court judiciously and efficiently to consider claims of error raised on appeal . . . the parties must clearly and fully set forth their arguments in their briefs. . . . The parties may not merely cite a legal principle without analyzing the relationship between the facts of the case and the law cited.' . . . *State v. Buhl*, 321 Conn. 688, 724, 138 A.3d 868 (2016); see also *Parnoff v. Mooney*, 132 Conn. App. 512, 518, 35 A.3d 283 (2011) ('[i]t is not the role of this court to undertake the legal research and analyze the facts in support of a claim or argument when it has not been

briefed adequately’ . . .).” (Emphasis omitted.) *Seaport Capital Partners, LLC v. Speer*, 202 Conn. App. 487, 489–90, 246 A.3d 77, cert. denied, 336 Conn. 942, 250 A.3d 40 (2021). In addition, although we acknowledge that self-represented litigants are afforded some latitude, “the right of self-representation provides no attendant license not to comply with relevant rules of procedural and substantive law.” (Internal quotation marks omitted.) *Oliphant v. Commissioner of Correction*, 274 Conn. 563, 570, 877 A.2d 761 (2005).

In the present case, the defendant’s appellate brief suffers from significant deficiencies. With respect to each of these claims of error, the argument section of his brief fails to include any statement of the standard of review and contains virtually no relevant legal citations and no citations to the actual record. Instead, the defendant improperly relies on documents, which he has included in his appendix to this court, that were not admitted into evidence by the trial court. “Adequate briefing is necessary in order to avoid abandoning an issue on appeal.” *Seaport Capital Partners, LLC v. Speer*, supra, 202 Conn. App. 490. Because we conclude that the defendant has failed to brief the above referenced claims properly, we deem these claims abandoned.

The judgment is affirmed.

In this opinion the other judges concurred.

¹ The plaintiff’s complaint also named as defendants Jacqueline N. Alungbe, Achieve Financial Credit Union, and the Connecticut Department of Social Services. Because those defendants are not participating in this appeal, we refer in this opinion to Gabriel D. Alungbe as the defendant.

² The defendant also asserts that the trial court erred in denying a motion that he filed seeking to dismiss a motion for judgment of strict foreclosure filed by the plaintiff. The record reflects that the court did not adjudicate the motion to dismiss, and the defendant’s principal appellate brief is devoid of any substantive analysis vis-à-vis the motion to dismiss. Thus, we do not consider this particular claim further.

³ Practice Book § 17-19 provides: “If a party fails to comply with an order of a judicial authority or a citation to appear or fails without proper excuse to appear in person or by counsel for trial, the party may be nonsuited or defaulted by the judicial authority.”

⁴ On December 6, 2019, the defendant filed a motion to open the default entered on December 2, 2019. On December 16, 2019, the plaintiff filed an objection. On December 30, 2019, the court, *Aurigemma, J.*, marked off the plaintiff’s objection, stating that the court would “consider the objection when the motion [to open] to which it is addressed appears on the calendar.” The court did not act on the motion to open thereafter. The defendant does not claim any error on appeal with regard to the December 2, 2019 order of default or his motion to open.

⁵ On November 2, 2021, after the defendant had filed this appeal, he filed a motion to clarify the amount the court determined to be owed to the plaintiff; the court issued an order the next day reflecting that the total amount of debt and fees owed by the defendant was \$12,140.46. On November 15, 2021, the defendant filed a “motion to determine that judgment has been satisfied,” which represented that a payment of \$12,140.46 had been sent to the plaintiff. On December 2, 2021, the court granted the defendant’s motion, stating that, “[p]rovided that the plaintiff has received the funds as represented by the defendant, then the judgment has been satisfied and the sale should not go forward.”

In addition, on February 22, 2022, the court entered a postjudgment order awarding the plaintiff \$858.80 in costs and the foreclosure committee in this case \$810 in fees and costs. The defendant did not file an amended

appeal challenging the February 22, 2022 order.

In its appellate brief, the plaintiff argues that this appeal is moot because the defendant has paid the \$12,140.46 amount owed vis-à-vis the foreclosure judgment. Assuming arguendo that the judgment has been satisfied, we conclude that this appeal is not moot because, were we to determine that the appeal had merit, we could order the plaintiff to make restitution to the defendant. See *Wells Fargo Bank, NA v. Cornelius*, 131 Conn. App. 216, 219–21, 26 A.3d 700 (defendant’s appeal from judgment of foreclosure by sale was not rendered moot by plaintiff’s filing of satisfaction of judgment indicating that defendant had paid all amounts due because this court could order restitution if defendant’s claims had merit), cert. denied, 302 Conn. 946, 30 A.3d 1 (2011). In support of its mootness claim, the plaintiff also appears to assert that the fees and costs that the court awarded in the February 22, 2022 order have been paid out of funds held by Karat as the receiver of rents. The February 22, 2022 order is not at issue in this appeal and, therefore, whether the costs and fees awarded therein have been paid is not germane here.

⁶ Because the trial was conducted remotely using electronic means, the defendant’s seventh claim on appeal that the court erred in denying his unidentified requests to conduct the trial via alternative means is without merit.
