

APPELLATE COURT
OF THE
STATE OF CONNECTICUT

AC 42602

**MERIBEAR PRODUCTIONS, INC. d/b/a
MERIDITH BAER AND ASSOCIATES**
Appellee/Plaintiff

V.

JOAN FRANK, ET AL.,
Appellant/Defendant

APPENDIX OF APPELLEE/PLAINTIFF,
MERIBEAR PRODUCTIONS, INC. d/b/a
MERIDITH BAER AND ASSOCIATES

For the Appellee/Plaintiff:

ANTHONY J. LABELLA
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To Be Argued By:

ANTHONY J. LABELLA, ESQUIRE

Dated: DECEMBER 18, 2019

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Affidavit of George Andrew Frank dated July 25, 2012 A1–A5

RETURN DATE: AUGUST 28, 2012

SUPERIOR COURT

JOAN E. FRANK, et al

JUDICIAL DISTRICT OF
FAIRFIELD

Vs.

AT BRIDGEPORT

MERIBEAR PRODUCTIONS, INC. d/b/a
MEREDITH BAER
& ASSOCIATES

JULY 25, 2012

AFFIDAVIT OF GEORGE ANDREW FRANK

I, George Andrew Frank, after being duly sworn, do hereby and depose and say as follows:

- A). I am of majority age and know and understand the obligations of an oath.
- B). This affidavit is based on personal knowledge.
- C). I am a plaintiff in this action. My wife, Joan E. Frank, is also a plaintiff in this action. We reside at 3 Cooper Lane, Westport, Connecticut.
- D). The defendant, Meribear Productions, Inc. d/b/a Meredith Baer & Associates, [The Defendant], is a foreign corporation that maintains a principal place of business in the State of California.
- E). At various times in 2011, The Defendant solicited and transacted business with me and my wife. The solicitation occurred at our residence in Westport, Connecticut. The solicitation did not occur at the Defendant's office or customary place of business.
- F). The business transaction between the Plaintiffs and The Defendant involved The Defendant's rendition of interior design and decorating services, and The Defendant's delivery, installation, and rental of furniture and furnishings for our use at our residence in Westport, Connecticut.

G). On or about March 13, 2011, we entered into a written contract, [The Contract], setting forth the terms of our agreement. The Contract contained a choice of law provision stating that Connecticut law was superseding. [A copy of The Contract is attached hereto as Exhibit A].

H). We used the design service, and furniture rental for our personal use.

I). The Contract specified a fixed rental term and a fixed contract sum. The initial rental term was for four months from March 23, 2011 to July 22, 2011, and the fixed contract sum for that lease term was the sum of Nineteen Thousand Dollars, (\$19,000.00).

J). We fully and completely performed the duties imposed upon us by The Contract. Full payment has been made, and we requested that the furniture be removed at the end of the rental period.

K). Despite repeated demand, The Defendant failed and continues to fail to remove the furniture and furnishing from our house. The Defendant has actually demanded additional rental payments for storing its furniture in our house. It continues to invoice us on a monthly basis while refusing to simply remove its furniture.

L). The Defendant failed to provide a certificate of Liability Insurance as required by paragraph (4) of The Contract. We have asked on numerous occasions for a certificate of insurance that includes worker's compensation coverage. We do not want an employee or The Defendant to get hurt at our house and sue us. I do not think that is unreasonable.

M). We will not allow The Defendant to enter our house without the contractually and Statutory mandated Worker's Compensation insurance coverage.

N). The Defendant has elected to ignore us, and has, instead, decided to invoice us for improper and excessive additional rental charges.

O). The Defendant has also commenced a civil action against us in the State of California notwithstanding the Connecticut Choice of Law provision set forth in The Contract.

P). We have has suffered damages as the result of the Defendant's method of transacting business. The damages include, loss of use and enjoyment of our house, interference with our ability to market our residence, attorney's fees and costs to respond to The Defendant's improper and illegal conduct and demands, and attorney's fees and costs to start and prosecute this action.

Q). We will incur additional damages including, moving and storage fees to remove and store The Defendant's furniture and furnishings, as well as additional attorney's fees and costs to conclude this litigation.

R). I think The Defendant has failed to comply with Connecticut Law in several respects:

1). The Contract and The Defendant's activities involve the rental of furniture and are subject to Chapter 420a of The Connecticut General Statutes. The Defendant did not have a "Secondhand dealer's" license. We have no idea if the leased furniture has been sanitized in accordance with the requirements of Connecticut Law. The Defendant has placed its furniture in our residence and we do not know if our residence is exposed and at risk for insect or vermin infestation.

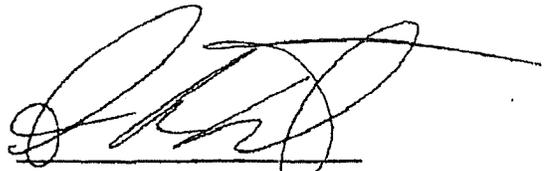
2). The business transaction set forth in The Contract involves consumer goods and services. The business transaction was conducted at our residence, it

was a 'Home solicitation sale' as defined at Conn. Gen. Stat. Sec. 42-134a(a). The Defendant did not include a written notice of cancellation rights in The Contract, and it failed to verbally advise my wife, Joan E. Frank, of the cancellation rights.

3). The Defendant lacked authority to transact business in the State of Connecticut at the time of the execution of The Contract. The defendant has failed to provide us with proof that it maintains statutorily mandated Worker's compensation insurance.

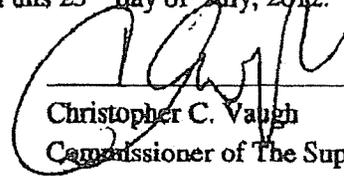
S). The Defendant conducted business and continues to transact business in an unfair and deceptive manner. It is using us as a storage site and attempting to charge us on a monthly basis.

T). We have been harmed and shall continue to be harmed by The Defendant's business practices: 1). Our house has the Defendant's furniture in it. It is as if we live in someone else's home. Additionally, we have no idea if the furniture meets health code requirements for sanitization. The presence of the furniture has not helped us to sell our home; I think that it has hurt our efforts. 2). The Defendant sued us in California, even though The Contract says that Connecticut law supersedes. I think they are trying to illegally and improperly extort money from us. 3). The Defendant has violated Connecticut law. We are Connecticut residents and should not be exposed to the predatory practices of a foreign corporation.



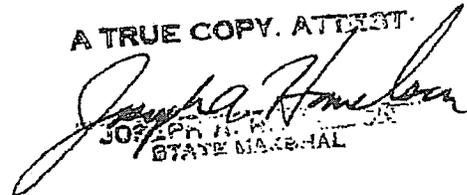
George Andrew Frank

Subscribed to and sworn to before me on this 25th day of July, 2012.



Christopher C. Vaughn
Commissioner of The Superior Court

A TRUE COPY. ATTEST.



JOSEPH W. H. [unclear]
STATE MARSHAL