

No. _____

**IN THE
SUPREME COURT OF THE UNITED STATES**

JOHN ALAN SAKON — PETITIONER

VS.

**JAMES N. SAKONCHICK; DONALD M. SAKONCHICK; LINDA
T. KOLPAK; STEPHEN SAKONCHICK II; JOHN JOSEPH
SAKON; TERESA ROSE SAKON; HECHT, KEVIN J. —
RESPONDENTS**

*ON PETITION FOR A WRIT OF CERTIORARI TO THE
SUPREME COURT OF THE STATE OF CONNECTICUT*

PETITION FOR WRIT OF CERTIORARI

9/24/2022

APPENDIX

STATE OF CONNECTICUT
APPELLATE COURT

Date: Hartford, February 1, 2022

To the Chief Clerk of the Appellate Court.
The Appellate Court has decided the following case:

JOHN ALAN SAKON

v.

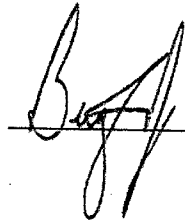
Opinion Per Curiam.

JAMES N. SAKONCHICK ET AL.

Docket No. AC 43405

Trial Court Docket No. HHBCV185023514S

The judgment is affirmed.



Chief Judge

Rescript

**SUPREME COURT
STATE OF CONNECTICUT**

PSC-210442

JOHN ALAN SAKON

v.

JAMES N. SAKONCHICK, ET AL.

ORDER ON PETITION FOR CERTIFICATION TO APPEAL

The plaintiff's petition for certification to appeal from the Appellate Court, 210 Conn. App. 903 (AC 43405), is denied.

ROBINSON, C. J., and ALEXANDER, J., did not participate in the consideration of or decision on this petition.

John Alan Sakon, self-represented, in support of the petition.
Stephen Sakonchick, II, in opposition.

Decided June 28, 2022

By the Court,

/s/

Peter D. Keane
Assistant Clerk - Appellate

Notice Sent: June 28, 2022
Petition Filed: June 8, 2022
Clerk, Superior Court, HHB CV18-5023514-S
Hon. Julia L. Aurigemma
Clerk, Appellate Court
Reporter of Judicial Decisions
Staff Attorneys' Office
Counsel of Record

Judicial District of New Britain
SUPERIOR COURT
FILED

JUN 28 2022
ASSISTANT CLERK

DOCKET NO. HHB-CV-185023514 : SUPERIOR COURT
JOHN SAKON : JUDICIAL DISTRICT
V. : AT NEW BRITAIN

JAMES N. SAKONCHICK, DONALD M.
SAKONCHICK, LINDA T. KOLPAK,
STEPHEN SAKONCHICK II, TERESA
ROSE SAKON MESERVE, JOHN
JOSEPH SAKON and KEVIN J. HECHT,
ESQ.

: NOVEMBER 26, 2018

MEMORANDUM OF DECISION ON MOTIONS TO DISMISS(#102) and (#122)

The defendant Stephen Sakonchick, II("Sakonchick") has moved to dismiss this complaint filed by the plaintiff, John A. Sakon("Sakon"). The defendant, Keven J Hecht, has joined in Sakonchick's motion. This motion was argued on October 29, 2018. The basis of the motion is that the court lacks subject matter jurisdiction over the subject matter of the complaint, Sakon lacks standing to bring the complaint, the issues in the complaint are moot and the suit attempts to relitigate issues already litigated in 3 other superior court actions and multiple probate court proceedings.

Sakonchick has filed a legal memorandum and an affidavit with multiple exhibits, many of which are decisions of this court and the Probate Court. In response, Sakon has filed a legal memorandum, a transcript from a proceeding in this court and one decision of this court, which has

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SUPERIOR COURT
JUDICIAL DISTRICT OF
NEW BRITAIN

Copies mailed to John Alan Sakon,
James N. Sakonchick, Linda T. Kolpak,
Joseph Sakon, Teresa Rose Sakon Meserve,
Donald M. Sakonchick. JPN to all other
attorneys. Eschmitt, etc.

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also been filed by Sakonchick.

Factual and Procedural Background

Count One of the complaint in this case alleges that on January 20, 1992 Stephen Sakonchick and M. Teresa Sakonchick, the parents of Sakon, Sakonchick and James Sakonchick, Donald Sakonchick, and Linda Kolpak executed a trust agreement(the "Trust"). Stephen Sakonchick died on June 9, 2012. On August 30, 2012 M. Teresa Sakonchick signed a document dissolving the trust and executed a codicil to her will(the "Codicil") which disinherited the plaintiff. It further alleges that M. Teresa Sakonchick died on May 8, 2016. On June 6, 2016 all parties appeared at this courthouse(New Britain Superior Court) and entered into a Court Settlement Agreement("Court Agreement") on the record.

Count One of the complaint further alleges that the siblings reneged on the Court Agreement, have probated the estate of M. Teresa Sakonchick and have dispersed all of the monies and property of the estate and have failed to pay the plaintiff his share of the estate under the Court Agreement. Count One seeks a declaratory judgment enforcing the Court Agreement.

Count Two of the complaint incorporates all allegations of Count One and further alleges:

17. The plaintiff relied upon the representations of the defendants made on June 6, 2016, in good faith that a Court Agreement had been reached and did not contest the proceedings while in the probate court.

Count Four of the complaint(there is no Count Three) alleges that the plaintiff suffered damages due to the fact that he was denied his inheritance. Count Five incorporates all allegations of Count One concerning the Court Agreement and alleges that his siblings, have "looted the estate for their personal gain, have acted in a fraudulent manner and have failed to act in their fiduciary capacity as executors..." and the plaintiff has been damaged thereby. Count Six incorporates all

allegations of Count One concerning the Court Agreement and alleges that the defendant, Attorney Kevin Hecht, “was unjustly enriched by being paid monies for fees which monies were taken from the funds which should have properly been paid to the plaintiff.” It further alleges that the defendants James Sakonchick, Donald Sakonchick, Linda Kolpak, Stephen Sakonchick II, Teresa Rose Sakon and John Joseph Sakon, “were unjustly enriched by receiving monies from the estate of the mother which should have properly been paid to the plaintiff.”

Prior Actions

Sakon filed an action in this court by complaint dated July 15, 2013, entitled *John Sakon v. STJKB Investment Trust*, No.HHB-CV-13-5015852. That action was an appeal from the Southington Probate Court’s denial of Sakon’s application for accounting and appointment of a successor trustee of the STJKB Investment Trust, which is referred to in Count One of the present complaint. When the aforementioned action had been pending for almost three years, M. Teresa Sakonchick, the mother of the plaintiff and defendants, passed away. Soon thereafter, the plaintiff and his four siblings appeared before this court, Swienton, J., who spent much time trying to settle that action and the future probate issues caused by the death of Mrs. Sakonchick.

The defendants reduced the court-assisted agreement to writing, but Sakon refused to sign it. The defendants then attempted to enforce the agreement. However, the court found that the dispute between the parties did not allow for summary enforcement. Judge Swienton made the following findings of fact stated in her decision on the motion to enforce the settlement agreement:

The court spent close to two hours meeting with both the plaintiff and the Sakonchicks in confidence and off the record. Extensive discussions and negotiations took place, and the court ultimately facilitated an agreement to resolve this case *as well as* the matter of the estate pending in Probate Court. The court prepared a “term sheet” which listed fourteen (14) points, (14 point plan), which

globally resolved this action as well as the matter of the estate of M. Teresa Sakonchick. (See ExH. A to the defendant's motion to enforce settlement agreement). The court performed extensive canvasses of the plaintiff and each of the Sakonchicks individually on the record regarding the terms of the 14 point plan, which the court then entered as an order of the court with the understanding that said terms would be reduced to writing in a document to be prepared by Attorney Hecht and signed by the parties.

Attorney Hecht drafted a Proposed Settlement Agreement ("KJH Settlement Agreement") and transmitted it to the plaintiff and the Sakonchicks. (See Exh. B to the defendants motion to enforce settlement agreement. The KJH Settlement Agreement set forth the terms of the 14 point plan, and the parties were welcome to proposed modifications *within the confines of the 14 point plan*. The Sakonchicks agreed to the language in the KJH Settlement Agreement and offered no modifications.

Shortly thereafter, on July 5, 2016, the plaintiff [Sakon] submitted his proposed modifications to the KJH Settlement Agreement **which substantially deviated from the 14 point plan original entered into.** (SeeExh. C to the defendant's motion to enforce settlement agreement).

On July 7, 2016, the plaintiff. Attorney Hecht, and Donald Sakonchick and Stephen Sakonchick II appeared before the Probate Court, District of Cheshire-Southington on the matter of the estate of M. Teresa Sakonchick concerning her last will and testament. **On said date, the plaintiff objected to the will being admitted to probate, which was contrary to one of the terms of the 14 point plan...**

.....

Notwithstanding, the global agreement reached by the parties, **one of the parties had now reneged.** . . .

Memorandum of Decision of Judge Swienton, dated August 19, 2016, pp 2-3, emphasis in original, bold print added.

Thereafter the court sua sponte dismissed the 2013 appeal from the Probate Court on the grounds that the plaintiff, Sakon, had failed to serve any trustee, and could not do so because both trustees had died without appointing a successor. In the Memorandum of Decision dated June 13, 2017 in *John Sakon v. STJKB Investment Trust*, No.HHB-CV-13-5015852, this court, Young, J.,

found that a trust is not a legal entity that can be sued. Rather, an action against a trust must be brought against its legal representative, the trustee. The court further stated: "In amending the complaint, the plaintiff asserts that M. Teresa Sakonchick is a defendant. However, M. Teresa Sakonchick was deceased at the time of the amendment and no service was attempted upon her, . . . Thus, this court has no subject matter jurisdiction over the trust and the appeal must be dismissed."

By complaint dated May 3, 2017, the plaintiff brought another complaint against the defendants in this action, *John A. Sakon v. James N. Sakonchick*, et al, No. HHB-CV-176037688. That action was in two counts, which are substantially similar to Counts One, Two and Four in the present complaint. In Count One the plaintiff seeks to enforce the Court Agreement. The plaintiff admits that he and his siblings "could not agree on the formal language of the Mutual Distribution Agreement." ¶ 13. Judge Swienton has already found that Sakon reneged upon the Court Agreement by proposing terms that "substantially deviated" from the terms of the agreement and objecting to the admission of M. Teresa Sakonchick's will to probate, "which was contrary to one of the terms of the 14 point plan." Memorandum of Decision of Judge Swienton, dated August 19, 2016, pp 2-3. Count Two alleges that the plaintiff was damaged as a result of the defendants' breach of the Court Agreement.

On May 30, 2017, Sakonchick filed a motion to dismiss the aforementioned action. That motion was granted by the court, Young, J., on July 18, 2017, on the grounds that the court "has no jurisdiction to enforce an agreement which, by the plaintiff's own admission, was not executed."

The decision of Judge Young provided:

In this action, the plaintiff seeks to enforce an alleged agreement among siblings upon which the siblings could not come to terms. Defendant Stephen Sakonchick II, has filed a motion to dismiss the action. The motion to dismiss is unopposed by the

plaintiff. The motion is granted as the plaintiff has not established that the court has subject matter jurisdiction to enforce an agreement for which there was no meeting of the minds.

The plaintiff asserts that the parties agreed to settle, terming it a "settlement agreement" but could not agree on the formal language of what he terms "the Mutual Distribution Agreement." An agreement to settle is not enforceable if the parties cannot agree on the terms of that settlement.

"Under well established contract law, a contract must be definite and certain as to its terms and requirements.... In addition, there must be a manifestation of mutual assent to those terms and requirements.... [T]he existence of a contract is a question of fact...." (Internal quotation marks omitted.) *Dreambuilders Construction, Inc. v. Diamond*, 121 Conn. App. 554, 559, 997 A.2d 553 (2010).

The plaintiff has not countered the assertion of the defendant that there was no enforceable agreement. By his own admission in paragraph 13 of both counts of the complaint, the plaintiff asserts that "the Plaintiff and the [defendants] could not agree on the formal language of the Mutual Distribution Agreement. . . ."

"Because courts are established to resolve actual controversies, before a claimed controversy is entitled to a resolution on the merits it must be justiciable. Justiciability requires . . . that there be an actual controversy between or among the parties to the dispute." *State v. Preston*, 286 Conn. 367, 373-74, 944, A.2d 276 (2008). "[J]usticiability comprises several related doctrines, namely, standing, ripeness, mootness and the political question doctrine, that implicate a court's subject matter jurisdiction and its competency to adjudicate a particular matter. . . . An issue regarding justiciability presents a question of law The rationale behind the ripeness requirement is to prevent the courts, through avoidance of premature adjudication, from entangling themselves in abstract disagreements. . . . Accordingly, in determining whether a case is ripe, a trial court must be satisfied that the case before [it] does not present a hypothetical injury or a claim contingent [on] some event that has not and indeed may never transpire. . . . [R]ipeness is a sine qua non of justiciability" (Citations omitted; internal quotation marks omitted.) *Jamulawicz v. Commissioner of Correction*, 310 Conn. 265, 271, 77 A.3d 113 (2013).

The court has no jurisdiction to enforce an agreement which, by the plaintiff's own admission, was not executed.

By complaint dated November 8, 2017, Sakon filed a complaint against the Estate of M. Teresa Sakonchick in and action entitled, *John Alan Sakon v. Estate of M. Teresa Sakonchick*, No.

HHB-CV-176040856. The defendants in that case were James Sakonchick, Donald Sakonchick and Linda Kolpak, as executor of the Estate of M. Teresa Sakonchick. Count One alleged that the Southington Probate Court failed to acknowledge the Will of M. Teresa Sakonchick, which appointed Sakon as executor. Count Two alleged that the Will accepted by the Southington Probate Court had been the product of undue influence. Count Three alleged that the Southington Probate Court had failed to enforce the prior Will and STKBJ Investment Trust. Count Four alleged that the oral Settlement Agreement was found by Judge Swienton to be clear and unambiguous and the Southington Probate Court failed to enforce said agreement.

This court, Shortall, J.T.R., dismissed the aforementioned action on the grounds that Counts One, Two and Three were clearly appeals from the action of the Probate Court, which were not timely filed under Connecticut General Statutes § 45a-186(a). Judge Shortall also found that the court had no jurisdiction over Count Four of the complaint because it was also an appeal from the decision of the Probate Court which was not timely filed and because there was a prior pending action involving essentially the same parties and seeking the same relief.

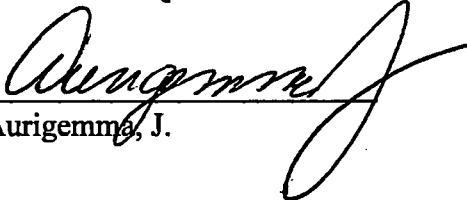
Ruling

Although two judges have clearly held that the court cannot enforce the Court Agreement because Sakon 1) failed to sign the agreement and 2) objected to the probating of the Will of M. Teresa Sakonchick, thereby reneging on a key point of the agreement, and Sakon himself has admitted (May 3, 2017, Complaint) that he failed to execute the written form of the Court Agreement, Sakon now seeks to enforce the Court Agreement. His allegations in the complaint in this case that said agreement is enforceable are patently untrue, and as such are violations of Practice Book Section 4-2(b).

To the extent the complaint seeks to enforce the Court Agreement, this action is dismissed for the same reasons advanced by Judge Young and referred to above: the court has no jurisdiction to enforce an agreement which, by the plaintiff's own admission, was not executed. To the extent some of the counts of this complaint can be interpreted to question prior rulings of the Probate Court, the action is dismissed because it is an appeal from the actions of the Probate Court, which was not timely filed under Connecticut General Statutes § 45a-186(a).

This is the fourth action filed by the plaintiff concerning the same subjects. The plaintiff is prohibited from filing any further actions against his siblings or any other party concerning the Court Agreement, the wills of either parent, any decision of the Probate Court concerning his parents' estates or the STJKB Investment Trust, without prior approval of the court.

By the court,


Aurigemma, J.

**Additional material
from this filing is
available in the
Clerk's Office.**