

DOCKET NO: NNHCV265066280S

SUPERIOR COURT

THOMPSON, NYREE
V.
GRAHAM, KENNETH Et Al

JUDICIAL DISTRICT OF NEW HAVEN
AT NEW HAVEN

9/21/2026

ORDER

ORDER REGARDING:
03/26/2026 100.31 APPLICATION FOR PREJUDGMENT REMEDY

The foregoing, having been heard by the Court, is hereby:

ORDER:

MEMORANDUM OF DECISION AFTER HEARING
RE: PLAINTIFF'S APPLICATION FOR PREJUDGMENT REMEDY

I. FACTUAL FINDINGS

The plaintiff, Nyree Thomspson, (hereinafter the "Plaintiff") has made application for a prejudgment remedy (PJR) in which she seeks \$90,000.00. Plaintiff's complaint presents claims sounding in breach of contract and unjust enrichment related to loans she made to Kenneth Graham and K. Graham & Associates, LLC. (hereinafter the "Defendants"), in connection with a bar and restaurant co-owned by the parties for approximately one year named Good Company Table and Bar (hereinafter the "Business").

The court held an evidentiary hearing on the Application on August 20, 2026. The parties testified and presented evidence through counsel. Counsel then rested with respect to the evidence portion of plaintiff's PJR application and engaged in closing arguments before the court. The parties did not request to file post-hearing briefs and instead relied on their arguments and proposed orders submitted on the record.

The plaintiff provided testimony that she was romantically involved with Mr. Graham in 2024 and loaned him money to jointly purchase the Business, which they were 50% equal partners. The plaintiff contributed \$20,000.00 towards the deposit by taking an early withdraw from her retirement account, which was subjected to monetary penalty. Over the course of the year, the plaintiff continued to loan money to the defendants towards the business, and never received any payment from the defendants. Based on the plaintiff's calculation, the total amount owed to the plaintiff is approximately \$85,000.00 or more. A receipt of the deposit of \$25,000.00 for the purchase of the bar was submitted as an exhibit, of which \$5,000.00 was contributed by Mr. Graham.

The defendants presented no evidence to counter the plaintiff's claims of outstanding loan, other than asserting that the parties were cohabitating at the time and helped each other financially. Mr. Graham paid the rent, at times cared for the plaintiff's grown children, and purchased a vehicle for the plaintiff. During the hearing, Mr. Graham confirmed the text exchange with the plaintiff and admitted that the defendants owed the plaintiff \$73,000.00.

II. DISCUSSION

"This court is authorized to issue a PJR when it determines there is "probable cause" that a judgment in the amount of the prejudgment remedy sought or greater, taking into account any defenses, counterclaims, or setoffs, will be rendered in the case in favor of the plaintiff. General Statutes §52-278d (a). The court may issue a PJR in the amount sought "or as modified by the court." Id. "Probable cause"

has been regularly defined by Connecticut courts as a "a bona fide belief in the existence of the facts essential under the law for the action and such as would warrant a man of ordinary caution, prudence and judgment, under the circumstances in entertaining it." See e.g., *TES Franchising, LLC v. Feldman*, 286 Conn. 132, 137, 943 A.2d 406 (2008); *Ledge Brook Association, Inc. v. Lusk Corporation*, 172 Conn. 577, 584, 376 A.2d 60 (1977); *Wall v. Toomey*, 52 Conn. 35, 36 (1884). This rather distended definition has been held to mean that the burden of proof required to establish probable cause is less than proof by a preponderance of the evidence, and it does not demand that belief be correct or more likely true than false. Probable cause must be established both as to the merits of the case, and as to the amount of the damages. *TES Franchising*, supra, 286 Conn. 146; *CC Cromwell Ltd. Partnership v. Adames*, 124 Conn.App. 191, 196, 3 A.3d 1041 (2010). A PJR hearing is not contemplated to be a full-scale trial on the merits, and the evidence presented at such a hearing will not be as well developed as it would be at trial, *State v. Bacon Construction Co.*, 300 Conn. 477, 484, 15 A.3d 147 (2011) (quoting *TES Franchising*, supra, 286 Conn. 143).” *Viola v. Flanagan*, 2017 Conn. Super. LEXIS 5017, *4-5, 2017 WL 6803316.

In addition, the trial court has the responsibility, after the adversarial evidentiary hearing, to consider not only the validity of the claim but also the amount being sought.” *Giordano v. Giordano*, 39 Conn. App. 183, 664 A.2d 1136 (1995). “The party seeking the prejudgment remedy must present evidence that is sufficient to enable the court to determine the probable amount of damages involved.” *Ledgebrook Condominium Assn., Inc. v. Lusk Corp.*, 172 Conn. 577, 585, 376 A.2d 60 (1977). Although the likely amount of damages need not be determined with mathematical precision . . . the plaintiff bears the burden of presenting evidence [that] affords a reasonable basis for measuring her loss . . . *Kosiorek v. Smigelski*, 112 Conn. App. 315, 962 A.2d 880, 2009 Conn. App. LEXIS 22; *Rafferty v. Noto Bros. Construction, LLC*, 68 Conn. App. 685, 693, 795 A.2d 1274 (2002).” (Emphasis in original; internal quotation marks omitted.) *TES Franchising, LLC v. Feldman*, supra, 286 Conn. 145.

"A right of recovery under the doctrine of unjust enrichment is essentially equitable, its basis being that in a given situation it is contrary to equity and good conscience for one to retain a benefit which has come to him at the expense of another. . . With no other test than what, under a given set of circumstances, is just or unjust, equitable or inequitable, conscionable or unconscionable, it becomes necessary in any case where the benefit of the doctrine is claimed, to examine the circumstances and the conduct of the parties and apply this standard. . . Unjust enrichment is, consistent with the principles of equity, a broad and flexible remedy. . . Plaintiffs seeking recovery for unjust enrichment must prove (1) that the defendants were benefited, (2) that the defendants unjustly did not pay the plaintiffs for the benefits, and (3) that the failure of payment was to the plaintiffs' detriment." (Citations omitted; internal quotation marks omitted.) *Hartford Whalers Hockey Club v. Uniroyal Goodrich Tire Co.*, 231 Conn. 276, 282-83, 649 A.2d 518 (1994).

"Furthermore, the determinations of whether a particular failure to pay was unjust and whether the defendant was benefited are essentially factual findings . . . that are subject only to a limited scope of review on appeal. . . Those findings must stand, therefore, unless they are clearly erroneous or involve an abuse of discretion." *Id.*

With the standard identified, the court will now turn to the claims filed in this case. Based on the testimonial and documentary evidence provided, the court concludes that probable cause has been established as to the claims of breach of contract and unjust enrichment. The court finds that the defendants received the financial benefit from the plaintiff and that the plaintiff has not been fully compensated for reimbursement of the loan consistent with the purchase agreement of the Business.

III. CONCLUSION

The court concludes that there is sufficient evidence to demonstrate that probable cause exists that the plaintiff will be successful on its claim for unjust enrichment. For the foregoing reasons, the court awards a PJR to the plaintiff in the amount of \$73,000.00. Consistent with the arguments and proposed orders raised by counsel, the court further orders that the defendants engage in a disclosure of assets in the form of bank accounts, property or similar assets which can satisfy the PJR within two (2) weeks of this order. In the alternative, the court approves the substituting and posting of a bond to secure this PJR.

If no bond is posted within thirty (30) days of this ruling the court will consider any motion for compliance with this order and a disclosure of assets filed by the plaintiff.

Judicial Notice (JDNO) was sent regarding this order.

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Judge: NICOLE J TUNG

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.