

Connecticut LawTribune

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CASE OF THE WEEK

Law Firm Disputes It Owes Money To Former Associate

When the state Supreme Court or Appellate Courts are in session, the Law Tribune will preview an important or interesting case.

Case: Angelo A. Ziotas v. The Reardon Law Firm

Court: State Appellate Court

Date: May 27

Time: 10 a.m.

Attorneys: William F. Gallagher, Anthony M. Fitzgerald

Summary: The Reardon Law Firm is appealing a trial court decision that ruled New London attorney Robert I. Reardon, Jr. wrongfully withheld a \$50,000 year-end bonus to Angelo Ziotas, a former associate.

Background: Angelo Ziotas was hired in 1992 by the then-named Reardon & Nazzaro firm in New London where he worked until October of 1998. In 1992, Robert Reardon hired Ziotas, but not as a full-time lawyer with a written contract. He was paid \$35,000 with a \$12,000 bonus. Ziotas had no prior lawyering experience, but Reardon called him a “hard-charging” attorney.

The next year Ziotas signed a written contract entitled “Associate Attorney Employment Agreement,” which became the subject of their dispute. During his employment, Ziotas received year-end bonuses through 1997. Counting salary and bonuses, his compensation increased annually.

In 1995, Reardon had a conversation with Ziotas wherein he described his displeasure with past associates who waited to

leave the firm after getting their bonus. Reardon asked Ziotas to assure him he would not do that and told him if he left prior to getting a bonus, he would still receive an appropriate bonus.

In 1998, Reardon and Ziotas had a falling out. Ziotas claims it was due to Reardon’s reaction to publicity Ziotas received in the *Law Tribune* after winning a court case. Anthony M. Fitzgerald, Ziotas’s attorney from Carmody & Torrance’s New Haven office, said there was a “running sore” of jealousy between the two men after Reardon appeared to Ziotas to take credit for the case Ziotas won.

Reardon, however, claims Ziotas was discharged for poor work performance. At the time of trial, Reardon’s lawyer, William F. Gallagher of New Haven, said Ziotas blew the statutes of limitations for 30 breast implant clients causing a malpractice claim that could have cost Reardon’s firm \$5 million. The malpractice suit was not successful.

Gallagher also said Ziotas lost his cool with Reardon. “There was a flare-up of tempers, Angelo essentially told his boss to f— off and left the room,” he told the *Law Tribune* after the trial.

Waterbury Superior Court Judge Dennis G. Eveleigh did not believe Reardon’s claim that Ziotas was fired for poor work performance. The judge noted that Ziotas’s salary and bonuses grew each year he was with the firm. Eveleigh awarded Ziotas \$50,000 for what he deemed a wrongfully withheld bonus for 1998. Eveleigh also awarded another \$44,860 in prejudgment interest.

Reardon is appealing the case on the grounds that the trial court misinterpreted

the facts to mean bonuses were part of the annual compensation at the Reardon Law Firm.

“The parties agreed that ‘a year-end bonus is a form of compensation’ but did not agree that a bonus was part of the annual compensation that Reardon called the base salary,” wrote Gallagher in his brief to the state Appellate Court. “Reardon testified that bonuses were merit-based and that the base salary was the subject of the written contract.”

Fitzgerald disputes such an argument and said the year-end bonus was “typically nearly half of [Ziotas’s] entire compensation for the year.”

Gallagher also argues that the trial court should not have accepted Ziotas’s testimony that Reardon told Ziotas if he left before year’s end he’d still receive a bonus. “The ‘other associates’ had waited until the end of the year because they were not owed and would not have received their bonuses if they had left earlier,” wrote Gallagher.

Also at issue on appeal is whether an alleged oral acceptance of a \$25,000 offer of judgment made by Reardon on the condition that the file be sealed or the result remain confidential was a valid acceptance under the state’s offer-of-judgment statute. The trial court determined that Reardon never accepted the \$25,000 settlement offer. Ziotas did not want the confidentiality clause as part of the settlement. Gallagher said the issue was one of first impression.

Additionally, Ziotas, who now works at Silver, Golub & Teitell in Stamford, has filed a cross appeal concerning the trial court’s interpretation of the state’s Wage Protection Statute. ■