

SUMMONS - CIVIL

JD-CV-1 Rev. 10-09
 C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,
 52-46, 52-259, P.B. Secs. 3-1 through 3-21, 6-1

**STATE OF CONNECTICUT
 SUPERIOR COURT**

www.jud.ct.gov

See page 2 for instructions

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer, BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350)		Telephone number of clerk (with area code)	Return Date (Must be a Tuesday)
235 Church Street, New Haven CT 06510		(203) 503-6800	August 24, 2010 Month Day Year
<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> G.A. Number:	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)	Case type code (See list on page 2)
<input type="checkbox"/> Housing Session		New Haven	Major: T Minor: 40

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)	Juris number (to be entered by attorney only)
Stratton Faxon, 59 Elm Street, New Haven CT 06510	421593
Telephone number (with area code)	Signature of Plaintiff (if self-represented)
(203) 624-9500	

Number of Plaintiffs: 1 Number of Defendants: 4 Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number, Street, P.O. Box, Town, State, Zip, Country, if not USA)	
First Plaintiff	Name: Dotson, William Address: 76 Girard Avenue New Haven, CT 06512	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: Hartford Roman Catholic Diocesan Corporation Address: 134 Farmington Avenue Hartford, CT 06105	D-50
Additional Defendant	Name: St. Francis Church Address: 397 Ferry Street New Haven, CT 06513	D-51
Additional Defendant	Name: St. Hedwig Church Address: 32 Golden Hill Street Naugatuck, CT 06770	D-52
Additional Defendant	Name: Bzdya, Stephen Address: 35 Washington Avenue Seymour, CT 06483	D-53

Notice to Each Defendant

- YOU ARE BEING SUED. This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
- To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
- If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
- If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library on-line at www.jud.ct.gov under "Court Rules."
- If you have questions about the Summons and Complaint, you should talk to an attorney quickly. The Clerk of Court is not allowed to give advice on legal questions.

Signed (Sign and "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left	Date signed
		Josl T. Faxon	07/07/10

If this Summons is signed by a Clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.	For Court Use Only
	File Date

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date
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Name and address of person recognized to prosecute in the amount of \$250
Jason K. Gamsby, Stratton Faxon, 59 Elm Street, New Haven, CT 06510

Signed (Official taking recognizance; "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Date	Docket Number
		07/07/10	

RETURN DATE: AUGUST 24, 2010 : SUPERIOR COURT
WILLIAM DOTSON : J.D. OF NEW HAVEN
V. : AT NEW HAVEN
HARTFORD ROMAN CATHOLIC :
DIOCESAN CORPORATION, :
ST. FRANCIS CHURCH OF :
NEW HAVEN, ST. HEDWIG CHURCH OF :
NAUGATUCK and STEPHEN BZDYRA : JULY 7, 2010

COMPLAINT

COUNT ONE: (Reckless Battery: William Dotson v. All Defendants)

1. At all times relevant to this action, the plaintiff, William Dotson, was a minor resident of the State of Connecticut, who served as an altar server, and sought spiritual advice at the Saint Francis Church located in New Haven, Connecticut ("St. Francis") and the Saint Hedwig Church located in Naugatuck, Connecticut ("St. Hedwig").

2. At all times relevant to this action, the defendant, Stephen Bzdya, ("Bzdya") was a resident of the State of Connecticut and a Roman Catholic Priest who served as a priest and Pastor at St. Francis and St. Hedwig.

3. At all times relevant to this action, defendant Bzdya was an employee, agent or apparent agent of the defendant, Hartford Roman Catholic Diocesan Corporation (the "Diocese"), which was and is a corporation organized and existing under the laws of the State of Connecticut. The following conduct was carried out within the scope of Bzdya's authority or employment with the Diocese. Further, Bzdya operated within and was aided by the agency

relationship with the defendants, in perpetrating assault and battery on the plaintiff.

4. At all times relevant to this action, the defendants, St. Francis and St. Hedwig, were and are Roman Catholic Churches organized and existing under the supervision and/or control of the Diocese and located in New Haven, Connecticut and Naugatuck, Connecticut. The following conduct was carried out within the scope of Bzdryra's authority or employment with St. Francis and/or St. Hedwig.

5. At all times relevant to this action, the Diocese, through its employees, agents and/or apparent agents made the determination of who would serve as a priest and pastor of St. Francis and/or St. Hedwig, and accordingly assigned Bzdryra to serve in that capacity.

6. At all times relevant to this action, Bzdryra resided in the rectories of St. Francis in New Haven, Connecticut, and St. Hedwig in Naugatuck, Connecticut, which are owned and/or controlled by the Diocese and supervised by St. Francis and St. Hedwig through their deacons and directors.

7. Prior to and during his assignment at St. Francis and St. Hedwig, the Diocese made a determination that Bzdryra was fit, qualified and competent in all respects to serve as a priest, pastor and catechism instructor within the Roman Catholic Churches of the Diocese.

8. By assigning Bzdryra to St. Francis and St. Hedwig, the Diocese intended to represent to Roman Catholic parishioners, congregants and students, including William Dotson that Bzdryra was fit, qualified and competent in

all respects to serve as a priest within the Diocese and to provide instruction, guidance and counsel to Roman Catholic parishioners, and altar servers, including minors like William Dotson.

9. At all times relevant to this action, the Diocese authorized and encouraged Bzdyla to meet with minors, including William Dotson, for the purpose of providing spiritual training, instruction, guidance and counsel.

10. At all times relevant to this action, the Diocese was aware that Bzdyla was providing training, instruction, guidance and counsel to minors at St. Francis and St. Hedwig, and authorized and encouraged Bzdyla to perform these duties.

11. At all times relevant to this action, St. Francis, through its deacons and directors, authorized and encouraged Bzdyla to meet with minors, including William Dotson, for the purpose of providing spiritual instruction, guidance and counsel.

12. By authorizing and encouraging Bzdyla to meet with minors, St. Francis and St. Hedwig intended to represent to its parishioners that Bzdyla was fit, qualified and competent in all respects to provide instruction, guidance and counsel to minors, including William Dotson.

13. At all times relevant to this action, the Diocese, St. Francis and St. Hedwig permitted and encouraged Bzdyla to meet with minors in the rectory at St. Francis and St. Hedwig.

14. William Dotson sought spiritual guidance, direction and instruction from Bzdyla.

15. On information and belief, St. Francis, St. Hedwig and their rectories are owned and/or controlled by the Diocese.

16. While he was a minor, William Dotson had occasion to meet with Bzdrya at the rectory at St. Francis and St. Hedwig.

17. William Dotson had gone to the rectories for purposes of serving as an altar server and as a parishioner.

18. William Dotson went to the rectory while he was a minor and thereafter. The defendant, Bzdrya, at times would also take the minor plaintiff and others to a home that he occupied in New Haven, Connecticut.

19. Bzdrya repeatedly sexually molested William Dotson and forced himself onto William Dotson, whipping and raping the minor plaintiff, and also forcibly, and under threat and intimidation, forced William Dotson to suck on the [REDACTED] of Bzdrya, while William Dotson was a minor and thereafter. Further, in connection with these episodes Bzdrya would physically assault and injure William Dotson.

20. Bzdrya forced William Dotson into illegal drug use when the plaintiff was a minor and continuing after that time leading to frequent employment terminations.

21. Prior to and following his repeated sexual battery of William Dotson, Bzdrya provided horseback riding trips, sporting event trips, and frequent lunch dates to William Dotson and other young male members of the parish while underage. Thereafter, Bzdrya continued to intimidate and molest the plaintiff.

22. Subsequent to Bzdya's sexual attacks on plaintiff, he supplied automobiles (Exhibit A) and appliances to the plaintiff as bribes akin to hush money to dissuade the plaintiff from revealing Bzdya's sexual crimes, battery and assaults.

23. Bzdya, through intimidation, threatened the minor plaintiff not to speak of his criminal acts, or Bzdya would have the mother of the minor plaintiff imprisoned and contact state authorities.

24. As a result of Bzdya's reckless sexual battery, William Dotson has suffered severe pain and bodily intrusion and severe emotional injuries, some or all of which may be permanent.

25. As a result of Bzdya's sexual battery, William Dotson has incurred and will continue to incur expenses related to counseling and therapy, all to his loss.

26. As a further result of Bzdya's sexual battery, William Dotson has incurred and will continue to incur lost wages and employment and career opportunities, all to his loss.

COUNT TWO: (Negligent Battery: William Dotson v. All Defendants)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Two as if fully set forth herein.

24. As a result of the negligence and carelessness of Bzdya, William Dotson has suffered severe pain and bodily intrusion and severe emotional injuries, some or all of which may be permanent.

25. As a result of Bzdya's sexual battery, William Dotson has incurred and will continue to incur expenses related to counseling and therapy, all to his loss.

26. As a further result of Bzdya's sexual battery, William Dotson has incurred and will continue to incur lost wages and employment and career opportunities, all to his loss.

COUNT THREE: (Reckless Infliction of Emotional Distress; William Dotson v. All Defendants)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Three as if fully set forth herein.

24. By his wrongful actions, Bzdya recklessly inflicted, or knew or should have known that his wrongful actions were likely to cause, severe emotional distress on William Dotson.

25. Bzdya's conduct was extreme, outrageous and beyond the bounds of decency.

26. Bzdya's wrongful actions caused William Dotson severe emotional distress.

COUNT FOUR: (Negligent Infliction of Emotional Distress; William Dotson v. All Defendants)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Four as if fully set forth herein.

24. Bzdya should have realized that his negligent conduct, as outlined in Count Two, posed an unreasonable risk of causing William Dotson emotional distress, and that such distress might result in illness and/or bodily injury.

25. Bzdyla's negligence, as outlined in Count Two, caused William Dotson illness and bodily harm as outlined in Count Two.

COUNT FIVE: (Breach of Fiduciary Duty: William Dotson v. All Defendants)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. – 23. of Count Five as if fully set forth herein.

24. As a priest and pastor of St. Francis and St. Hedwig who provided spiritual instruction, guidance and counseling to parishioners and minors, including William Dotson, Bzdyla assumed the duties of a fiduciary in his relationship with William Dotson.

25. As a fiduciary of William Dotson, Bzdyla had a duty to represent and further William Dotson's best interests by providing spiritual instruction, guidance and counseling to William Dotson.

26. When Bzdyla sexually battered William Dotson as outlined above, he breached the obligations of a fiduciary of William Dotson.

27. Bzdyla's breach of his fiduciary duties to William Dotson resulted in the injuries outlined in Count One.

COUNT SIX: (Negligence: William Dotson v. the Diocese)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Six as if fully set forth herein.

24. At all times relevant to this action, the Diocese owed William Dotson a duty not to cause him injury by one of its priests, including Bzdyla.

25. In Breach of its duty, the Diocese was careless and negligent in one or more of the following ways:

- a. it knew or should have known that Bzdzyra had a propensity to sexually batter minors, yet failed to take steps to prevent his sexual battery of William Dotson;
- b. in that it failed to promulgate policies and regulations prohibiting priests from having minors in private areas such as the rectory or offsite trips;
- c. in that it allowed and encouraged Bzdzyra to oversee minors when it knew or should have known that Bzdzyra posed a threat to such persons;
- d. in that it failed to properly and adequately supervise Bzdzyra in order to prevent the sexual battery of minors, including William Dotson;
- e. in that it induced William Dotson to entrust his moral and spiritual well being and safety to its priests, then presented Bzdzyra to William Dotson for the purpose of providing him moral and spiritual direction;
- f. in that it failed to protect William Dotson from the sexual battery and exploitation at the hands of Bzdzyra;
- g. in that it allowed and encouraged Bzdzyra to freely interact and have unsupervised one-on-one contact with minors including William Dotson;
- h. in that it failed to warn William Dotson and his parents of Bzdzyra's propensity to commit sexual battery upon minors;
- i. in that it knew that priests of the Roman Catholic Church had abused minor parishioners, but failed to take adequate preventive measures to keep William Dotson safe and free from harm;
- j. in that it failed to establish, maintain and enforce a policy of reporting, investigating and removing priests engaged in sexual misconduct, and instead adhered to a policy of discouraging the dissemination of information regarding the sexual misconduct of priests with minors;

- k. in that it failed to take adequate steps to advise persons in association with priests or in a supervisory position over priests of the dangers posed by priests having contact with minors;
- l. in that it failed to adequately seek out victims of sexual abuse, including William Dotson, in order to render assistance and prevent or reduce further damage to untreated victims, like William Dotson;
- m. in that it failed to adequately police the activities of its priests upon premises it owned and controlled or knew or should have known that Bzdoyra would take his victims to for prurient, lewd and lascivious activities; and,
- o. in that it systematically covered-up sexual misconduct by its priests so as to further endanger minors like William Dotson.

26. The carelessness and negligence of the Diocese is a substantial and proximate cause of the injuries suffered by William Dotson as set forth in Count One.

COUNT SEVEN: (Negligent Infliction of Emotional Distress: William Dotson v. the Diocese)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Seven as if fully set forth herein.

24. The Diocese should have realized that its conduct and negligence, as outlined in Count Six, posed an unreasonable risk of causing William Dotson emotional distress, and that such distress might result in illness and/or bodily injury.

25. The negligence of the Diocese, as outlined in Count Six, caused William Dotson emotional distress, resulting in illness and bodily harm as outlined in Count Two.

COUNT EIGHT: (Negligent Hiring and Retention: William Dotson v. the Diocese)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Eight as if fully set forth herein.

24. When hiring and retaining Bzdryra as a priest, the Diocese had a duty to evaluate whether Bzdryra was fit and competent to execute the duties of a priest of the Roman Catholic Church.

25. The diocese knew or should have known that Bzdryra was not fit and competent to serve as a priest and pastor of St. Francis and St. Hedwig or to provide spiritual instruction, guidance and counseling to minors, including William Dotson, and knew or should have known that he posed a threat of sexually battering minors, including William Dotson.

26. Nevertheless, the Diocese negligently determined that Bzdryra was fit and competent to serve as a priest and pastor of St. Francis and St. Hedwig.

27. The Diocese further negligently retained Bzdryra in his position as priest and pastor of St. Francis and St. Hedwig even though it knew or should have known that he was not fit and competent to serve as a priest and pastor.

28. By determining that Bzdryra was fit and competent to serve as a priest and pastor of St. Francis and St. Hedwig, the Diocese was negligent in one or more of the following ways:

- a. in that it failed to perform an appropriate background investigation of Bzdryra;
- b. in that it failed to perform an appropriate psychiatric evaluation of Bzdryra;
- c. in that it failed to properly evaluate Bzdryra during

his tenure as a priest and pastor within the Diocese; and,

- d. in that it failed to properly review and evaluate Bzdrya's conduct while serving as a priest and pastor at St. Francis.

29. Bzdrya was not fit and competent to provide the duties of a priest and pastor of St. Francis and St. Hedwig, and to its parishioners and altar servers, including William Dotson.

30. As a result of the Diocese's negligence in hiring and retaining Bzdrya, William Dotson suffered the severe injuries as outlined in Count Two.

COUNT NINE: (Negligent Supervision: William Dotson v. the Diocese)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Nine as if fully set forth herein.

24. After Bzdrya began serving as a priest and pastor of St. Francis and St. Hedwig, the Diocese had a duty to supervise the performance of Bzdrya in his duties, including his role in supervising and providing spiritual instruction, guidance and counseling to minors.

25. In breach of this duty, the Diocese failed to take appropriate measures to prevent injury to minors, including William Dotson.

26. The Diocese permitted and encouraged Bzdrya to supervise and instruct and provide spiritual instruction, guidance and counseling to minors, including William Dotson, even though it knew or should have known of Bzdrya's sexual proclivities and prurient interests.

27. The Diocese was negligent in its supervision of Bzdryra in one or more of the following ways:

- a. in that it failed to properly monitor Bzdryra's conduct;
- b. in that it allowed Bzdryra to have unsupervised contact with minors in private areas of St. Francis and St. Hedwig, including the rectory and off site locations; and
- c. in that it allowed Bzdryra to be alone with minors, including William Dotson, when it knew or should have known that doing so posed a risk that Bzdryra would sexually batter them.

28. Bzdryra was not fit and competent to provide the services of a priest and pastor to minors, including William Dotson.

29. As a result of the Diocese's negligent supervision of Bzdryra, William Dotson suffered the severe injuries outlined in Count Two.

COUNT TEN: (Breach of Fiduciary Duty: William Dotson v. the Diocese)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Ten as if fully set forth herein.

24. As an institution providing religious and spiritual instruction and guidance to Roman Catholic parishioners and minors, including William Dotson, the Diocese assumed the duties of a fiduciary in its relationship with William Dotson.

25. As a fiduciary of William Dotson, the Diocese had a duty to represent and further William Dotson's best interests in providing him with spiritual instruction, guidance and counseling, and in providing priests who were fit and competent.

26. Bzdryra was not fit and competent to provide William Dotson with spiritual instruction, guidance and counseling. Instead, Bzdryra presented William Dotson with a clear and present danger that he would be subject to sexual battery at the hands of Bzdryra.

27. By providing William Dotson with a priest who was not fit or competent, but rather dangerous, incompetent and unable to properly provide spiritual instruction, guidance and counseling, the Diocese breached its duties as William Dotson's fiduciary.

28. The breach of its duties as a fiduciary of William Dotson was a substantial and proximate cause of the severe injuries suffered by William Dotson as outlined in Count Two.

COUNT ELEVEN: (Negligence: William Dotson v. St. Francis and St. Hedwig)

1. – 23. Paragraphs 1. – 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Eleven as if set forth fully herein.

24. At all times relevant to this action, St. Francis and St. Hedwig had a duty not to cause injury to minors, including William Dotson.

25. In breach of their duties, St. Francis and St. Hedwig were careless and negligent in one or more of the following ways:

- a. in that they permitted and encouraged Bzdryra to use private areas belonging to the Church including the rectory, and other off site locations, to counsel minors;
- b. in that they failed to have in place policies and procedures prohibiting priests from counseling minors in private areas belonging to the Church including the rectory and other off site locations;

- c. in that they failed to properly supervise Bzdyla in order to protect minors from harm;
- d. in that they knew that priests in the Roman Catholic Church had abused minor parishioners, but failed to take adequate preventive measures to make the relationship between minors and the priest a safe relationship;
- e. in that they failed to have in place policies and procedures for reporting, investigating and removing clergy engaged in sexual misconduct;
- f. in that they adhered to a policy of discouraging the dissemination of information regarding sexual misconduct of its priest with minors;
- g. in that they allowed Bzdyla to have unsupervised one-on-one contact with minors, including William Dotson; and,
- h. in that they knew or should have known of Bzdyla's sexual proclivities and yet took no action to protect minors, including William Dotson.

26. The carelessness and negligence of St. Francis and St. Hedwig is a substantial and proximate cause of the injuries suffered by William Dotson as set forth in Count One.

COUNT TWELVE: (Negligent Infliction of Emotional Distress: William Dotson v. St. Francis and St. Hedwig)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. – 23. of Count Twelve as if fully set forth herein.

24. The Diocese should have realized that its conduct, as outlined in Count Eleven, posed an unreasonable risk of causing William Dotson emotional distress, and that such distress might result in illness and/or bodily injury.

25. The conduct of St. Francis and St. Hedwig, as outlined in Count Eleven, caused William Dotson emotional distress, resulting in illness and bodily harm as outlined in Count Two.

COUNT THIRTEEN: (Breach of Fiduciary Duty: William Dotson v. St. Francis and St. Hedwig)

1. – 23. Paragraphs 1. through 23. of Count One are hereby realleged as paragraphs 1. through 23. of Count Thirteen as if fully set forth herein.

24. As institutions providing religious and spiritual instruction and guidance to Roman Catholic parishioners and minors, including William Dotson, St. Francis and St. Hedwig assumed the duties of a fiduciary in their relationship with William Dotson.

25. As fiduciaries of William Dotson, St. Francis and St. Hedwig had a duty to represent and further William Dotson's best interests in providing him with spiritual instruction, guidance and counseling, and in providing priests who were fit and competent.

26. Bzdryra was not fit and competent to provide William Dotson with spiritual instruction, guidance and counseling. Instead, Bzdryra presented William Dotson with a clear and present danger that he would be subject to sexual battery at the hands of Bzdryra.

27. By providing William Dotson with a priest who was not fit or competent, but rather dangerous, incompetent and unable to properly provide spiritual instruction, guidance and counseling, St. Francis and St. Hedwig breached their duties as William Dotson's fiduciaries.

28. The breach of its duties as fiduciaries of William Dotson was a substantial and proximate cause of the severe injuries suffered by William Dotson as outlined in Count Two.

WHEREFORE, William Dotson claims the following damages from the defendants, exceeding \$15,000:

1. Monetary damages;
2. Punitive damages; and,
3. All other appropriate relief.

This matter is within the jurisdiction of the court.

THE PLAINTIFF,
WILLIAM DOTSON

By: 

Joel T. Faxon, Esq.
Stratton Faxon
59 Elm Street
New Haven, CT 06510
His Attorney
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Juris No. 421593

**PLEASE ENTER THE APPEARANCE
OF STRATTON FAXON
59 ELM STREET
NEW HAVEN, CT 06510
JURIS NO. 421593
FOR THE PLAINTIFF**

CONNECTICUT SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/09/2001

EXH. A

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) CREDITOR (Seller Name and Address)

STEPHEN W BZDYRA
WILLIAM C DOTSON III
32 GOLDEN HILL ST
NAUGATUCK CT 06770

BOB THOMAS FORD INC.
2215 DIXWELL AVE
HAMDEN CT 06514

6A 6B

In this contract the words I, me and my refer to the Buyer and Co-Buyer signing the contract. The words you and your refer to the Seller. If this contract is assigned to Ford Motor Credit Company, the words you and your will then mean Ford Motor Credit Company.

I may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price". The credit price is shown below as "Total Sale Price". By signing this contract, I choose to buy the vehicle on credit under the agreement by on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
USED	1999 FORD	TAURUS		1FAFP53SXA166024	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	Year and Make	Trade Allowance	Amount Owed
1985 PONTIAC		\$ 500.00	N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 13900.00 (1)
2. Down Payment	
Third Party Rebate Assigned To You	\$ N/A
Cash Down Payment	\$ 3050.00
Pickup Payment Due	\$ N/A
Trade-in (description above)	\$ 500.00
Total Down Payment	\$ 3550.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 10350.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials:	
(i) for license, title & registration fees \$ 100.00	
(ii) for official fees \$ 10.00 ; LIEN FEE	
(iii) for taxes (not in Cash Sale Price) \$ 918.60	\$ 1028.60
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
To BOB THOMAS FORD for CONVEYANCE FEE	\$ 195.00
To FORD MOTOR CREDIT for EXT SVC CONTRACT	\$ 1199.00
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
Total	\$ 2422.60 (4)
5. Amount Financed (3 plus 4)	\$ 12772.60 (5)

INSURANCE

I MAY CHOOSE THE PERSON THROUGH WHOM VEHICLE INSURANCE IS TO BE OBTAINED.

INSURANCE, IF ANY, INCLUDED IN THIS RETAIL INSTALLMENT SALE DOES NOT PROVIDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life \$ N/A Insured (s) _____
Premium _____ Signature(s) _____

Disability \$ N/A Insured _____
Premium _____ Signature _____

_____ Type of Insurance _____ Insured \$ N/A Premium _____
Signature _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
13.99 %	\$ 6159.00	\$ 12772.60	\$ 17931.60	\$ 21481.60

Payment Schedule

Number of payments	Amount of Each Payment	When Payments are due
55	\$ 298.86	monthly starting
1 final	\$ 298.86	JUN-29-2001

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to me by _____.

I am required to insure the vehicle. If a change is shown below, you will try to buy the coverage checked for the term shown. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive \$ N/A Collision

Fire-Theft-Combined Additional Coverage

Towing and Labor

Term N/A Months (Estimate)

Premium \$ N/A

Prepayment: If I pay off my debt early, I will not have to pay a penalty.
Late Payment: I must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$10.00, whichever is less.
Security Interest: I am giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

LATE CHARGE: If the vehicle was purchased for business or farming use of an aggregate cash price over \$18,000 and is not a commercial vehicle (as defined in Connecticut General Statutes governing retail installment sales), I must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less. If the vehicle is a commercial vehicle, I must pay a late charge of 5% on the portion of the late amount or \$50.00, whichever is less. In all other cases, the late amount shown in the above box is applicable.

Any change in this contract must be in writing and signed by you and me.

BUYER: *Stephen W Bzdyra* CO-BUYER: *William C Dotson III*

NOTICE TO THE BUYER:

- Do not sign this contract before you read it or if it contains any blank space.
- You are entitled to a completely filled-in copy of the contract when you sign it.
- Under the law, you have the following rights, among others: (a) to pay off in advance the full amount due and obtain a partial refund of any unearned finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed.

BUYER SIGNS: *Stephen W Bzdyra* (CO) BUYER SIGNS: *William C Dotson III*

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to the Ford Motor Credit Company.

Seller: *Bob Thomas Ford Inc.*

QUESTIONS?



PLEASE CALL US AT 1-800-367-7000 60-001

FC 11900-01 July 00 (Please address any NOT to be used)