MCDONALD, J., dissenting. I respectfully dissent. The plaintiff, James P. Purcell Associates, Inc., sued the defendants, J. Martin Hennessey, individually, and The Hennessey Company (Hennessey Co.), a corporation that Hennessey controlled.[1] The plaintiff alleged in its complaint that the individual defendant, Hennessey, was unjustly enriched by $95,000, the amount owed to the plaintiff for engineering services provided on a Glastonbury senior housing project.

In support of its claim against Hennessey, the plaintiff produced undisputed evidence that Hennessey had personally sought money damages from SunAmerica Affordable Housing Partners, Inc. (SunAmerica), because Hennessey claimed, relying on SunAmerica's agreement to provide funding for the Glastonbury senior housing development, that he personally "incurred significant development expenses . . . ." Thereafter, Hennessey received $80,000 for the withdrawal of that action, in which he claimed that SunAmerica had withdrawn its funding without cause. It was also undisputed that the plaintiff was never paid for the development services it had provided on the project.

The trial court found in favor of Hennessey, relying on the existence of a contract for professional services that was entered into by the plaintiff with Hennessey Co., and not with Hennessey individually. Determining that "this case really has to rise or fall [on the basis of] what the particular specifics are pursuant to the contract in this case," the court concluded that Hennessey was entitled to the protection of corporate limited liability.

On appeal, Hennessey's principal argument is that the existence of a contract between two parties providing for an express remedy precludes the application of the doctrine of unjust enrichment. See *Hartford Whalers Hockey Club* v. *Uniroyal Goodrich Tire Co.*, 231 Conn. 276, 284, 649 A.2d 518 (1994); *Pleines* v. *Franklin Construction Co.*, 30 Conn. App. 612, 616, 621 A.2d 759 (1993). In this case, the contract was between the plaintiff and Hennessey Co., and the contractual remedy was, as Hennessey argued, a claim against the corporation only.

As to the plaintiff's claim of unjust enrichment, the majority points out the plaintiff's failure to introduce evidence of the contract with SunAmerica. A review of the record, however, reveals that the plaintiff asked the trial court to take judicial notice of Hennessey's complaint in the SunAmerica action. Hennessey did not object to the request, and the court expressly referred to the complaint in its decision. Therefore, I would conclude that the court took judicial notice of the com-

plaint filed by Hennessey in the SunAmerica litigation. See *Jewett* v. *Jewett*, 265 Conn. 669, 678 n.7, 830 A.2d 193 (2003) ("[t]here is no question that the trial court may take judicial notice of the file in another case, whether or not the other case is between the same parties" [internal quotation marks omitted]); see also *Montanaro* v. *Gorelick*, 73 Conn. App. 319, 326 n.12, 807 A.2d 1083 (2002). The SunAmerica complaint alleged that Hennessey personally entered into a contract with Sun America pursuant to which SunAmerica agreed to fund the development.

It was undisputed that a law firm, an architecture firm and the plaintiff engineering firm were the only providers of development services for the project. Their development services resulted in the bills that Hennessey now claims were not personally incurred. By receiving a settlement in his personal capacity from SunAmerica based on the cost of work performed by the plaintiff for Hennessey Co. and not paid for, Hennessey unjustly received a benefit separate and distinct from the benefit conferred on Hennessey Co. See *Marlin Broadcasting, LLC* v. *Law Office of Kent Avery, LLC*, 101 Conn. App. 638, 651, 922 A.2d 1131 (2007). Accordingly, because the court's actions were contrary to the undisputed evidence and were thus clearly erroneous, I would reverse the judgment as to Hennessey and order a new trial.

[1] At trial, Hennessey Co. did not contest the plaintiff's claim for reimbursement.