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EUGENE A. HAYBER v. DEPARTMENT OF
CONSUMER PROTECTION, REAL ESTATE
COMMISSION
(AC 25277)

Foti, Dranginis and Bishop, Js.

Submitted on briefs January 7—officially released February 22, 2005

(Appeal from Superior Court, judicial district of New
Britain, Owens, J.)

Richard E. Hayber filed a brief for the appellant
(plaintiff).

Richard Blumenthal, attorney general, and *Alan N.
Ponanski*, assistant attorney general, filed a brief for
the appellee (defendant).

Opinion

PER CURIAM. The plaintiff, Eugene A. Hayber, appeals from the judgment of the trial court, which affirmed the decision of the defendant, the department of consumer protection, real estate commission, ordering him to pay restitution, in the amount of \$16,000 with interest, to third parties, and to pay a civil penalty of \$2000. The plaintiff claims that the court improperly concluded that his failure to disburse funds that he was holding in escrow was improper absent proof that the parties to the escrow agreement had authorized in writing the disbursement of such funds. The plaintiff also claims that the court improperly concluded that he was not a party to the escrow agreement at issue in this case. We disagree with the plaintiff's claims.

Our examination of the record and briefs and our consideration of the arguments of the parties persuades us that the judgment should be affirmed. The issues were resolved properly in the court's complete and well reasoned memorandum of decision. See *Hayber v. Dept. of Consumer Protection, Real Estate Commission*, 49 Conn. Sup. 192, A.2d (2004). Because that memorandum of decision fully addresses the arguments raised in this appeal, we adopt it as the proper statement of the issues and the applicable law concerning those issues. It would serve no useful purpose for us to repeat the discussion contained therein. See *Smith v. Trinity United Methodist Church of Springfield, Massachu-*

setts, 263 Conn. 135, 136, 819 A.2d 225 (2003).

The judgment is affirmed.