



Edition No. 8



WWB Legal Insights | July 2026

35 Years in Your Corner. Nothing Less.

Straight Talk on Connecticut Law for Businesses, Property Owners & People

A Note from Our CEO

Thirty-five years in practice teaches you that the threats clients face keep evolving: wire fraud at closing, defective notices, contracts that don't say what people think they say. What doesn't change is what this firm brings to every situation: preparation, precision, and someone in your corner who knows the difference.

A \$6.7 million commercial refinance closed. A Best of 2026 recognition earned through client trust. Attorneys publishing insights that give businesses, property owners, and families an edge before a problem ever reaches our desk. Whether you're protecting a transaction or fighting for what's yours in court, the details determine the outcome. That's the standard we hold ourselves to, and this issue shows exactly what that looks like.

- Joshua Soloway, CEO

Client Update



Wire Fraud at Closing: How Connecticut Buyers and Sellers Can Protect Their Money

Wire fraud is one of the fastest-growing threats in real estate transactions, with criminals increasingly targeting buyers, sellers, and attorneys to intercept wire transfers during closing.

To help protect our clients, Willinger, Willinger & Bucci, PLLC is certified and verified through Secure Insight, a risk management platform developed with Lloyd's of London that has processed over 30 million real estate transactions nationwide, with zero loan loss claims tied to verified closing agents.

What Our Verification Means:

- **Independent, hands-on vetting.** Trained risk analysts verify our identity, licensing, and professional standing, not an automated data scrape.
- **Wire fraud protection.** Our trust accounts are verified directly at the banking source.
- **Confirmable credibility.** Clients and lenders can verify our status directly through the Secure Insight platform.
- **Annual audits.** Secure Insight was the first in its market segment to earn third-party data protection certification, back in 2014.

Bottom line: Real estate closings involve significant financial transfers, making them prime targets for cybercriminals. Our Secure Insight verification is one more way WWB protects clients at every stage of the process.

Buying, selling, or refinancing property?

Contact our real estate attorneys today — [click here to schedule a time with an attorney](#) →

Legal Insights from the WWB Team

This month's legal insights examine strategic tools in commercial litigation, real estate disputes, contract drafting, and a common legal question many Connecticut residents have wondered about.



Attorney's Fees Provisions in Commercial Agreements Under Connecticut Law

- James A. Lenes, Esq.

- ♦ **Attorney's fees are generally recoverable only when the contract allows it.** Connecticut follows the "American Rule," meaning each party usually pays its own legal fees unless a statute or contract provides otherwise.

- ♦ **Careful drafting makes a difference.** Well-written attorney's fee provisions clearly define who may recover fees, when they apply, and what proceedings are covered.

- ♦ **Courts still determine reasonableness.** Even when fees are recoverable, judges evaluate whether the amount requested is reasonable based on the work performed and the results achieved.

- ♦ **Strong fee provisions strengthen commercial agreements.** Including a properly drafted attorney's fees clause can make enforcing a contract financially worthwhile.

[Read the full insight here →](#)



Curb Appeal: Are Things Left on the Side of the Road Really Free for the Taking?

- Christopher DeMatteo, Esq.

- ♦ **Not everything left at the curb is automatically free.** Whether an item may legally be taken often depends on whether the owner clearly intended to abandon it.

- ♦ **Location matters.** Property left within private property boundaries may still belong to the owner, while items intentionally placed in the public right-of-way may be treated differently.

- ♦ **Municipal rules can change the answer.** Some Connecticut municipalities prohibit or regulate scavenging, even when items appear to have been discarded.

- ♦ **When in doubt, don't assume.** Taking property that has not clearly been abandoned or violating a local ordinance can result in civil liability or criminal charges.

[Read the full insight here →](#)



Summary Process: Why Timing and Precision Matter in Connecticut Evictions

- Carolyn Lenoci, Esq.

- ♦ **A defective Notice to Quit can derail the entire case.** The Notice to Quit is often the first legal step in a summary process action and must properly state the statutory basis for eviction and give tenants the correct time to vacate. If it's defective in form or content, the court has no jurisdiction to hear the case and must dismiss it, forcing the landlord to start over.
- ♦ **Delay costs landlords real money.** Every day a tenant unlawfully remains in a property, the landlord loses income and risks falling behind on the mortgage and property taxes. Acting immediately upon nonpayment protects a landlord's position.
- ♦ **A summary process judgment secures possession, not back rent.** Winning a summary process case gives the landlord the property back; it does not collect overdue rent. Separate arrangements, such as a negotiated payment plan, are often the better path to recovering what's owed.
- ♦ **Precision throughout is non-negotiable.** The summary process is designed to move quickly, but strict procedural requirements at every step mean a single misstep can be fatal to the case.

[Read the full insight here →](#)



When Does an Attorney-Client Relationship Actually Form?

- James A. Lenes, Esq.

- ♦ **The line isn't always clear.** Most people assume it's obvious when an attorney-client relationship begins. Still, Connecticut's appellate courts have offered only limited guidance, generally holding that the relationship forms when a client seeks and receives an attorney's advice on a matter within the attorney's professional practice.
- ♦ **The burden falls on the person claiming the relationship exists.** A retainer agreement or contract is strong evidence, but courts have made clear that even a signed engagement letter isn't automatically dispositive on its own.
- ♦ **Connecticut courts look to the Restatement (Third) of the Law Governing Lawyers for guidance.** A relationship can form either when a lawyer agrees to provide services, or when the lawyer fails to clearly decline, knowing or having reason to know the person is relying on them.
- ♦ **Intent and communication matter most.** Because consent can rarely be assumed, whether a relationship was formed often comes down to a factual question for a judge or jury to decide based on the actual communications between the parties.

[Read the full insight here →](#)

WWB Media

New this month ~ hear from our attorneys directly.

Business Litigation - Attorneys Jim Lenes and Chuck Willinger talk about what it takes to protect a business when partners end up in a dispute and why, when a case can't be resolved early, you need a fighter in the courtroom.

[Click here to watch the video →](#)

WWB Wins

- **BusinessRate "Best of 2026" Award — Personal Injury Attorney, Shelton, CT.** Willinger, Willinger & Bucci, PLLC was recognized as a Best of 2026 Award Winner in the Personal Injury Attorney category, powered by Google Reviews, a strong reflection of the client trust built over years of dedicated advocacy.
- **\$6.7 Million Commercial Refinance.** Attorney **Bradd Robbins**, together with our paralegal, **Kate Cavallaro**, closed a **\$6.7 million commercial mortgage refinance** secured by a manufacturing facility in Branford, Connecticut, and a ground lease in Tulsa, Oklahoma. Excellent work navigating a complex multi-state transaction.

What Our Clients Say About Us

[READ OUR 5-STAR REVIEWS](#)

"I have used WWB time and again as my council regarding employment law cases, real estate transactions, and contract law. I've had the privilege of working with some of the finest

"I am extremely grateful for the outstanding representation I received from Mark Middlen. From the very beginning, he was professional, knowledgeable, and

"Chris Cerami did an excellent job in resolving a dispute that had been going on for several years. Highly recommend him and the entire Willinger, Willinger

attorneys in the state. Thomas Bucci, Chuck Willinger, and Robert Bellitto have each represented my companies and I to favorable outcomes in each respective case. Their knowledge, expertise, and attention to detail are unmatched."



Lou K.

truly invested in my case. He explained every step of the process clearly, kept me informed, and always responded promptly to my questions and concerns.

What stood out most was his dedication and attention to detail. He advocated strongly on my behalf while remaining calm, strategic, and respectful throughout a very stressful time.

Thanks to his guidance and expertise, I felt confident and supported every step of the way.

I highly recommend Attorney Mark Midden to anyone in need of a skilled, trustworthy, and compassionate divorce lawyer."



Dwayne Reid.

& Bucci PLLC firm for your legal needs."



Eric.

[We'd love to hear your experience — click here to leave a review.](#)

Ready to Move Forward? Don't let legal uncertainty hold you back.

Our team has the experience, the results, and the commitment to protect what matters most to you.

Let's talk about your next steps.

Contact us now at **203-760-0442** or email us at info@wwblaw.com

"The first duty of society is justice."

Alexander Hamilton



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