

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

Neil Richardson v. Willy L. Pham and Bi-Li Aviation, LLC

Richardson v. Pham · No. 3:23-cv-01480 (TOF) · Decided March 31, 2026

SUMMARY

In this diversity action arising from a failed private-aircraft transaction, Neil Richardson sought recovery of a \$100,000 escrow deposit and a \$15,000 expense advance from Willy L. Pham and Bi-Li Aviation, LLC. Following a two-day bench trial, the court found for Richardson on claims involving civil identity theft and conversion, awarded \$315,000 in compensatory damages, and found for Pham on the breach-of-fiduciary-duty and constructive-fraud claims. The opinion also addresses the parties’ procedural history, factual findings, and potential punitive damages, prejudgment interest, attorneys’ fees, and costs.

CASE DETAILS

COURT	United States District Court for the District of Connecticut
WRITING FOR THE COURT	Thomas O. Farrish
JURISDICTION	United States District Court for the District of Connecticut
DECIDED	March 31, 2026
DOCKET	3:23-cv-01480 (TOF)
DISPOSITION	other
PROCEDURAL POSTURE	After a two-day bench trial in a diversity action, the court entered judgment for plaintiff on statutory identity theft and conversion claims, denied relief on breach of fiduciary duty and constructive fraud claims, and rejected defendants' unjust-enrichment counterclaim.
STANDARD OF REVIEW	In a bench trial, factual findings may be set aside only if clearly erroneous, with due regard given to the trial court's opportunity to assess witness credibility. The plaintiff bore the burden of proving the civil claims by a preponderance of the evidence; statutory treble damages under Conn. Gen. Stat. § 52-571h are mandatory upon prevailing.
PRECEDENTIAL VALUE	unpublished district court memorandum; persuasive only

TOPICS

- commercial litigation
- conversion
- torts
- damages
- civil procedure

PRACTICE AREAS

civil litigation

commercial litigation

torts

contracts

remedies

civil procedure

QUESTIONS PRESENTED

1. Whether the defendants violated Connecticut's civil identity-theft statute by knowingly using Richardson's personal identifying information to obtain money without his consent.
2. Whether defendants converted the specifically identifiable \$100,000 escrow deposit.
3. Whether defendants converted the specifically identifiable \$15,000 expense advance by failing to document expenses or return the funds.
4. Whether Pham owed Richardson a fiduciary duty and breached it.
5. Whether Richardson proved constructive fraud based on a confidential or special relationship.
6. Whether defendants established their affirmative defenses.
7. Whether defendants were entitled to recover on their unjust-enrichment counterclaim.
8. Whether Richardson was entitled to \$315,000 in compensatory damages, punitive damages, prejudgment interest, attorneys' fees, and costs.

HOLDINGS

1. Pham violated Conn. Gen. Stat. § 52-571h by knowingly using Richardson's name, driver's-license information, and passport information to obtain or attempt to obtain the \$100,000 deposit without Richardson's consent. Bi-Li was also liable because the statute applies to limited liability companies.
2. Defendants converted Richardson's \$100,000 escrow deposit by exercising unauthorized control over specifically identifiable money belonging to Richardson.
3. Defendants converted Richardson's \$15,000 advance because the advance was limited to documented expenses, defendants proved no such expenses, and their continued retention therefore became wrongful.
4. Richardson failed to prove that Pham owed him a fiduciary duty, either through a per se fiduciary relationship or through a relationship of special trust, dominance, and dependence.
5. Richardson failed to prove constructive fraud because he did not establish the confidential or special relationship required for that claim.
6. Richardson was entitled to \$300,000 in mandatory treble damages under § 52-571h for the \$100,000 identity-theft loss and \$15,000 for conversion of the expense advance, but could not recover an additional \$100,000 for conversion of the same deposit.
7. Defendants failed to prove their defenses of failure to state a claim, lack of subject matter jurisdiction, equitable estoppel, unclean hands, setoff, and authorization or ratification, and failed to prove their unjust-enrichment counterclaim.

KEY QUOTATIONS

“The tort of conversion occurs when one, without authorization, assumes and exercises ownership over

property belonging to another, to the exclusion of the owner's rights.” (Section IV.D)

“An action for conversion of funds may not be maintained to satisfy a mere obligation to pay money, and an action in tort is inappropriate where the basis of the suit is a contract, either express or implied.” (Section IV.D)

“In summary, Richardson proved all three elements of his identity theft claim at trial, and the Court will award him damages on that claim in Section V below.” (Section IV.C)

“The Clerk of the Court is respectfully directed to enter judgment in favor of Richardson in the amount of \$315,000.00, jointly and severally against the Defendants Willy L. Pham and Bi-Li Aviation, LLC.” (Section VI)

FACTUAL BACKGROUND

Richardson paid defendants a \$15,000 advance for documented aircraft-search expenses and placed a fully refundable \$100,000 aircraft deposit in escrow. After Richardson abandoned the aircraft purchase because of a serious health event, Pham created a sham email account in Richardson's name, impersonated him in communications with the escrow company, and supplied Richardson's passport and driver's-license information to induce the escrow company to transfer the deposit to Bi-Li rather than return it to Richardson. Defendants failed to document any reimbursable expenses, and a later attempted transfer of part of the deposit was mistakenly sent to a third party, leaving Richardson without any of the deposit.

PROCEDURAL HISTORY

Richardson filed suit on November 8, 2023, invoking diversity jurisdiction and asserting claims for identity theft, conversion, breach of fiduciary duty, and constructive fraud. Defendants answered, asserted affirmative defenses, and counterclaimed for unjust enrichment. The parties completed discovery, consented to magistrate-judge jurisdiction, waived a jury trial, and proceeded to a two-day bench trial. The court found for Richardson on Counts One through Three, awarded \$315,000 in compensatory damages jointly and severally against both defendants, found for Pham on Counts Four and Five, and entered judgment for Richardson on the counterclaim.

DISPOSITION

other

CASES CITED

- Clark v. Quiros, No. 3:19-cv-575 (VAB), 2024 WL 3552472, at *5 (D. Conn. July 26, 2024), reversed and remanded on other grounds sub nom. Clark v. Valletta, 157 F.4th 201 (2d Cir. 2025)
- I.N.S. v. Bagamasbad, 429 U.S. 24, 25 (1976)
- Chacko v. DynAir Servs., Inc., 272 F. App'x 111, 112 (2d Cir. 2008)
- Krist v. Kolombos Rest., Inc., 688 F.3d 89, 95 (2d Cir. 2012)
- Advani Enters., Inc. v. Underwriters at Lloyds, 140 F.3d 157, 160 (2d Cir. 1998)
- Tongkook Am., Inc. v. Shipton Sportswear Co., 14 F.3d 781, 784 (2d Cir. 1994)

- Wis. Dep't of Corr. v. Schacht, 524 U.S. 381, 388 (1998)
- Carter v. HealthPort Techs., LLC, 882 F.3d 47, 60 (2d Cir. 2018)
- Liberty Synergistics, Inc. v. Microflo Ltd., 718 F.3d 138, 151 (2d Cir. 2013)
- Dilek v. Watson Enters., Inc., 885 F. Supp. 2d 632, 641 (S.D.N.Y. 2012)
- Motorola Credit Corp. v. Uzan, 388 F.3d 39, 61 (2d Cir. 2004)
- State v. King, 216 Conn. 585, 593 (1990)
- State v. Newton, 330 Conn. 344, 361 (2018)
- Nelson v. New England Urgent Care, LLC, No. HHD-CV-18-60883930-S, 2018 WL 7046893, at *3 (Conn. Super. Ct. 2018)
- Deming v. Nationwide Mut. Ins. Co., 279 Conn. 745, 770-72 (2006)
- Hi-Ho Tower, Inc. v. Com-Tronics, Inc., 255 Conn. 20, 38-39, 43 (2000)
- Label Sys. Corp. v. Aghamohammadi, 270 Conn. 291, 329, 335 (2004)
- Plikus v. Plikus, 26 Conn. App. 174, 180 (1991)
- Emigrant Mortg. Co., Inc. v. Travelers Prop. Cas. Corp., No. 3:16-cv-429 (SRU), 2020 WL 616577, at *3 (D. Conn. Feb. 10, 2020)
- Yaneczki v. Moeckel, No. HHD-CV-13-5036986-S, 2013 WL 5496458, at *6 (Conn. Super. Ct. Sept. 10, 2013)
- Lawson v. Whitey's Frame Shop, 42 Conn. App. 599, 606 n.8 (1996)
- Macomber v. Travelers Prop. & Cas. Corp., 261 Conn. 620, 650 (2002)
- Mystic Color Lab, Inc. v. Auctions Worldwide, LLC, 284 Conn. 408, 421 (2007)
- Belford Trucking Co. v. Zagar, 243 So. 2d 646, 648 (Fla. Dist. Ct. App. 1970)
- Lord v. International Marine Insurance Services, No. 3:08-cv-1299 (JCH), 2012 WL 12978056, at *6 (D. Conn. Nov. 7, 2012)
- Pateley Assocs., LLC v. U.S. Bank, N.A., No. FST-CV-12-6015568-S, 2017 WL 1311098, at *6 (Conn. Super. Ct. Mar. 17, 2017)
- Cherry Hill Constr., Inc. v. E.F.S. Machinery, LLC, No. NNH-CV-15-6053196-S, 2015 WL 3975711, at *3 (Conn. Super. Ct. June 3, 2015)
- Iacurci v. Sax, 313 Conn. 786, 800 (2014)
- Falls Church Group, Ltd. v. Tyler, Cooper & Alcorn, LLP, 281 Conn. 84, 108-09 (2007)
- Cadle Co. v. D'Addario, 268 Conn. 441, 455 (2004)
- Edelson v. Chapel Haven, Inc., No. 3:15-cv-01862 (SRU), 2017 WL 810274, at *17 (D. Conn. Mar. 1, 2017)
- AW Power Holdings, LLC v. FirstLight Waterbury Holdings, LLC, No. HHD-CV-14-6047836-S, 2015 WL 897785, at *4 (Conn. Super. Ct. Feb. 17, 2015)
- Mitchell v. Mitchell, 31 Conn. App. 331, 334-35 (1993)
- Worobey v. Sibieth, 136 Conn. 352 (1949)
- Dunham v. Dunham, 204 Conn. 303, 320, 322-23 (1987)
- Chase Manhattan Mortg. Corp. v. Machado, 83 Conn. App. 183, 188 (2004)
- Chotkowski v. State, 240 Conn. 246, 268 (1997)

- Conn. Nat'l Bank v. Voog, 233 Conn. 352, 366 (1995)
- Fischer v. Zollino, 303 Conn. 661, 668 (2012)
- Bauer v. Waste Mgmt. of Conn., Inc., 239 Conn. 515, 525 (1996)
- Weiss v. Smulders, 313 Conn. 227, 265 n.19 (2014)
- Citizens Bank of Maryland v. Strumpf, 516 U.S. 16, 18 (1995)
- Town of New Hartford v. Connecticut Resources Recovery Authority, 291 Conn. 433, 451-52 (2009)
- Gagne v. Vaccaro, 255 Conn. 390, 401 (2001)
- Hartford Whalers Hockey Club v. Uniroyal Goodrich Tire Co., 231 Conn. 276, 282-83 (1994)
- Monarch Accounting Supplies, Inc. v. Prezioso, 170 Conn. 659, 666-67 (1976)
- Catalina v. Nicolelli, 90 Conn. App. 219, 225 (2005)
- Vandersluis v. Weil, 176 Conn. 353, 358 (1978)
- Hylton v. Gunter, 313 Conn. 472, 484 (2014)
- Waterbury Petroleum Products, Inc. v. Canaan Oil & Fuel Co., 193 Conn. 208, 238 (1984)
- One Barberry Real Estate Holding, LLC v. Maturo, 698 F. Supp. 3d 252, 368 n.102, 371 (D. Conn. 2023)
- Vergules v. Rembert, No. FBT-CV-20-6095243-S, 2025 WL 3281372, at *1 (Conn. Super. Ct. Nov. 18, 2025)
- Pizziconi v. Gray, No. 3:23-cv-1080 (KAD), 2025 WL 2432673, at *11 (D. Conn. Aug. 22, 2025)