

[Whitman Breed Says \\$6.5M Lease Current Despite Atty Exits](#)

July 29, 2025



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Summary

A member of Connecticut law firm **Whitman Breed** Abbott & Morgan LLC on Tuesday testified that all payments are current under a \$6.5 million lease governing its Greenwich headquarters, disputing a landlord's bid for a \$3.8 million asset freeze to ensure future payments amid a wave of attorney exits.

Body

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In a prejudgment remedy hearing in Stamford superior court, Cyd L. Smith said more than half of the firm's more than 20 attorneys have left since the beginning of the year, taking what she loosely estimated to be more than 50% of the firm's revenue. Still, **Whitman Breed** has paid its rent without fail, and the firm would pay its August bill when due, if not in advance, she said.

The firm has also not triggered the default provisions in its lease contract, she testified. Bankruptcy, liquidation, three consecutive late payments, or four late payments within a 12-month span would constitute default, according to her testimony.

Smith said she remains a **Whitman Breed** member despite joining Shipman & Goodwin LLP on July 1. Her billable rates go to Shipman & Goodwin, she said.

The landlord, 500 WPA LLC, is a unit of regional development firm Fareri Associates. Its May 13 complaint accuses **Whitman Breed** of anticipatory breach of lease and repudiation.

Christian M. Bilella, of Greenwich Premier Services Co., manages the office building on behalf of the landlord. He testified last Tuesday that after hearing rumors of multiple departures, he called a May 8 meeting with Smith to assess whether the firm was at risk. According to Bilella, Smith said "we think we're going to dissolve the firm" as of June 30.

The landlord filed suit five days after the meeting. On Tuesday, Smith testified that her May 8 conversation was not as blunt as Bilella claimed.

"I did say we were going to continue to pay rent, that we were going to reassess things as of June 30," she testified.

Gabby rosado

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By the end of June, the firm hoped to have a clearer picture of its finances, Smith said she told Bilella.

While Smith said she admitted to Bilella that **Whitman Breed** was experiencing "some financial difficulties," she also told him that the firm "didn't know exactly what the total impact of the loss" would be, Smith testified.

She also said she told Bilella on May 8 that the firm was weighing its "ability to continue."

As a commercial real estate attorney who negotiated thousands of leases over a decades-long career, Smith attempted to testify that she deletes anticipatory breach clauses from the agreements she handles.

Representing the landlord, Eric D. Grayson, of Grayson & Associates PC, moved to strike her answer. **Whitman Breed** attorney James C. Graham of Neubert Pepe & Monteith PC said the answer would explain the lack of an anticipatory breach clause in the lease contract.

Judge Trial Referee Robert L. Genuario agreed to strike Smith's comment, saying the lease document was already clear.

Later, Graham asked Smith what effect a \$3.8 million prejudgment remedy would have on **Whitman Breed's** operations. Grayson objected, saying any potential answer was not relevant to whether the cash should be frozen.

Graham withdrew the question.

On cross-examination, Smith said **Whitman Breed** was down to approximately seven attorneys. Last week, the firm's website recently contained a 22-lawyer roster; 13 are currently listed.

Smith said the lease contains an assignment clause that could allow another prospective tenant to sublease the \$80,000-per-month, 6,000-square-foot space.

Last Tuesday, James C. Riley, **Whitman Breed's** general counsel and the co-chair of its litigation department, testified that the firm was "continuing to operate for the foreseeable future."

He said **Whitman Breed** was "in with discussions with other firms about possible combinations" but declined to provide specifics, testifying that its modern office space in wealthy Greenwich could present a prime expansion opportunity for another firm.

The parties contest whether, or to what extent, Connecticut law recognizes anticipatory breach claims in commercial real estate contract disputes. **Whitman Breed** has also contested the landlord's damages calculations.

"There is law that needs to be analyzed," Judge Genuario said at the outset of the hearing.

When it concluded, he gave both parties until Aug. 20 to submit post-hearing briefs summarizing their legal positions. Both sides declined an invitation to make brief closing remarks.

Graham said his brief would contain "substantial additional authorities the parties would want the court to be aware of."

Prejudgment remedies are unique Connecticut attachments of cash, property or other assets. A judge can order a hold on an opponent's assets to protect an applicant who shows by probable cause that it is likely to win a lawsuit.

Counsel for the parties refused to comment on the case when approached by Law360 after the hearing concluded.

500 WPA is represented by Eric Grayson of Grayson & Associates PC.

Whitman Breed is represented by James C. Graham of Neubert Pepe & Monteith PC.

The case is 500 WPA LLC v. **Whitman Breed** Abbott & Morgan LLC, case number FST-CV25-5032350-S, in the Stamford-Norwalk Judicial District of the Connecticut Superior Court at Stamford.

--Editing by Patrick Reagan.