



For modification of alimony orders, see our research guide on [Modification of Judgments in Family Matters](#).

2022 Edition

Alimony in Connecticut

A Guide to Resources in the Law Library

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<https://jud.ct.gov/lawlib/selfguides.htm>

This guide links to advance release opinions on the Connecticut Judicial Branch website **and to case law hosted on Google Scholar and Harvard's Case Law Access Project.** The online versions are for informational purposes only.

References to online legal research databases refer to in-library use of these databases. Remote access is not available.

See Also:

- [Bankruptcy and the Family](#)
- [Child Support in Connecticut](#)
- [Discovery \(Financial\) in Family Matters](#)
- [Dissolution of Marriage in Connecticut](#)
- [Enforcement of Family and Foreign Matrimonial Judgments in Connecticut](#)
- [Equitable Distribution of Marital Property in Connecticut](#)
- [Modification of Judgments in Family Matters](#)
- [Motion to Open Judgment in Family Matters](#)
- [Pleadings and Motion Practice in Family Matters](#)
- [Post-Judgment Proceedings in Connecticut Family Matters](#)
- [Premarital \(Antenuptial\) and Postnuptial Agreements in Connecticut](#)

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<https://www.jud.ct.gov/policies.htm>

Introduction

A Guide to Resources in the Law Library

- Alimony: "Money a court requires one spouse to pay the other spouse for support before and/or after the divorce is granted. If you do not ask for alimony at the final hearing, you can never get it in the future." [State of Connecticut Judicial Branch Common Legal Words](#)
- Alimony pendente lite: "**The purpose of alimony pendente lite is to provide support to a spouse who the court determines requires financial assistance pending the dissolution litigation and the ultimate determination of whether that spouse is entitled to an award of permanent alimony.**" [Weinstein v. Weinstein](#), 18 Conn. App. 622, 639-40, 561 A.2d 443 (1989)." [Milbauer v. Milbauer](#), 54 Conn. App. 304, 311, 733 A.2d 907 (1999).
- Lump-sum alimony: "...lump sum alimony is that ordered by a court in such form and manner that from the outset it becomes fixed and irrevocable. Lump sum alimony may be payable in a single lump sum or in fixed periodic installments. It may be payable in cash or in kind or in combination thereof." [Bowe v. Bowe](#), 557 So.2d 793 (1990). Supreme Court of Mississippi.
- Modifiable: "**Similarly, General Statutes § 46b-82 also provides that the court may order alimony '[a]t the time of entering the [divorce] decree....'**General Statutes § 46b-86, however, explicitly permits only modifications of 'any final order[s] for the periodic payment of permanent alimony' Consequently, the statute confers authority on the trial courts to retain continuing jurisdiction over orders of periodic alimony, but not over lump sum alimony or property distributions pursuant to § 46b-81." [Bender v. Bender](#), 258 Conn. 733, 761, 785 A.2d 197 (2001).
- Periodic alimony: "**is a type of permanent alimony paid at scheduled intervals.** The purpose of periodic alimony is primarily to continue the duty to support the recipient spouse." [Bijur v. Bijur](#), 79 Conn. App. 752, 767, 831 A.2d 824 (2003).
- Permanent alimony: "The final orders of alimony and support granted at the time of the dissolution necessarily address the long term conditions under which the reorganization of the family is to take place and include distribution of assets such as the family home and other significant assets." [Wolk v. Wolk](#), 191 Conn. 328, 331 (1983).
- Rehabilitative (time-limited) alimony: "...rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency. . . . Rehabilitative alimony is not limited to that purpose, however, and there may be other **valid reasons for awarding it.**" (Internal quotation marks omitted.) [Dees v. Dees](#), 92 Conn. App. 812, 820, 887 A.2d 429 (2006)." [Gamble-Perugini v. Perugini](#), 112 Conn. App. 231, 237, 962 A.2d 192 (2009).
- Temporary orders v. final orders: "The claim that the court erroneously disturbed alimony pendente lite orders without a clear basis for doing so appears to misunderstand the difference between temporary orders prior to the

dissolution of a marriage and final orders at the time of the dissolution of a marriage. The purpose of an award of alimony and support pendente lite 'is to provide for the wife and the dependent children while they are living apart from her husband pending a determination of the issues in the case.' [Fitzgerald v. Fitzgerald](#), 169 Conn. 147, 151, 362 A.2d 889 (1975). The final orders of alimony and support granted at the time of the dissolution necessarily address the long term conditions under which the reorganization of the family is to take place and include distribution of assets such as the family home and other significant assets. Since the purposes of pendente lite awards and final orders are different, there is no requirement that the court give any reason for changing the pendente lite orders." [Wolk v. Wolk](#), 191 Conn. 328, 330 (1983).

- "We have often distinguished between the assignment of property under § 46b-81 and alimony under § 46b-82. See, e.g., [Beede v. Beede](#), 186 Conn. 191, 192, 440 A.2d 283 (1982); [McPhee v. MCPhee](#), 186 Conn. 167, 168, 440 A.2d 274 (1982); [Basile v. Basile](#), 185 Conn. 141, 142-43, 440 A.2d 782 (1981); [Gallo v. Gallo](#), 184 Conn. 36, 49-50, 440 A.2d 782 (1981) . The difference between an assignment of a specific portion of an estate and alimony is in their purposes. Clark, Domestic Relations (1968) § 14.8. The purpose of property assignment is equitably to divide the ownership of the parties' property. [McPhee v. MCPhee](#), supra, 170. On the other hand, periodic and lump sum alimony is based primarily upon a continuing duty to support. [Hotkowski v. Hotkowski](#), 165 Conn. 167, 170, 328 A.2d 674 (1973); see [Smith v. Smith](#), 185 Conn. 491, 493, 441 A.2d 140 (1981); [Wood v. Wood](#), supra, 784; 2 Nelson, Divorce and Annulment (2d Ed.) § 14.06." [Dubicki v. Dubicki](#), 186 Conn. 709, 714, footnote 2, 443 A.2d 1268 (1982).
- "The generally accepted purpose of...alimony is to enable a spouse who is disadvantaged through divorce to enjoy a standard of living commensurate with the standard of living during marriage...[Brody v. Brody](#), 315 Conn. 300, 313, 105 A.3d 887 (2015). In addition to the marital standard of living, the trial court must also consider the factors in [General Statutes] § 46b-82 when awarding alimony. [Hornung v. Hornung](#), 323 Conn. 144, 163, 146 A.3d 912 (2016)." (Internal quotation marks omitted.) [Horey v. Horey](#), 172 Conn. App. 735, 740, 161 A.3d 579 (2017).
- "... § 46b-82 (a) provides in relevant part: In determining whether alimony should be awarded, and the duration and amount of the award, the court ... shall consider the length of the marriage ... the age ... station, occupation, amount and sources of income, vocational skills, employability, estate and needs of each of the parties and the award, if any, which the court may make pursuant to section 46b-81.... The court is to consider these factors in making an award of alimony, but it need not give each factor equal weight. ... We note also that [t]he trial court may place varying degrees of importance on each criterion according to the factual circumstances of each case. ... There is no additional requirement that the court specifically state how it weighed the statutory criteria or explain in detail the importance assigned to each statutory factor." (Citation omitted; internal quotation marks omitted.) [Wood v. Wood](#), 170 Conn. App. 724, 729, 155 A.3d 816 (2017).
- "... alimony typically is modifiable, while dispositions of marital property are not." [Dombrowski v. Noyes-Dombrowski](#), 273 Conn. 127, 133, 869 A.2d 164 (2005).

Section 1: Duty to Support Spouse

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to joint duty to support spouse as basis for awarding alimony. Also, liability of one spouse for purchases and contracts made by other spouse.

DEFINITION:

- **"An award of alimony is based primarily on a spouse's continuing duty to support** General Statutes § 46b-82 governs the award of alimony and specifically states it may be in addition to a **property distribution award"** [Martone v. Martone](#), 28 Conn. App. 208, 217, 611 A.2d 896 (1992).
- Periodic alimony: "is a type of permanent alimony paid at scheduled intervals. The purpose of periodic alimony is primarily to continue the duty to support the recipient spouse." [Bijur v. Bijur](#), 79 Conn. App. 752, 767, 831 A.2d 824 (2003).
- Property division vs. Alimony. **"The purpose of property assignment is equitably to divide the ownership of the parties' property** On the other hand, periodic and lump sum alimony is based primarily upon a continuing duty to **support."** [Blake v. Blake](#), 211 Conn. 485, 498, 560 A.2d 396 (1989).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2021)
Chapter 815j ([2022 Supplement](#))
[§ 46b-37](#). Joint duty of spouses to support family.
Liability for purchases and certain expenses.
Abandonment.
[§ 46b-82](#). Alimony.
[§ 46b-85](#). Order for support of mentally ill spouse.
Chapter 816 ([2022 Supplement](#))
[§ 46b-215](#). Relatives obliged to furnish support. Attorney General and attorney for town as parties. Orders.
Chapter 946 ([2022 Supplement](#))
[§ 53-304](#). Nonsupport. Support orders and agreements. Administration of oaths by family relations counselors and support enforcement officers.

LEGISLATIVE:

[Office of Legislative Research](#) reports summarize and analyze the law in effect on the date of each **report's** publication. Current law may be different from what is discussed in the reports.

- Michele Kirby, [Alimony Payments and Duration in Connecticut and Massachusetts](#), Connecticut General Assembly, Office of Legislative Research, OLR Research Report, 2014-R-0036 (February 3, 2014).
- [Alimony Study](#), Connecticut General Assembly, Connecticut Law Revision Commission (2014).

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [O. A. v. J. A.](#), 342 Conn. 45, ___ A.3d ___ (2022).
“In this interlocutory appeal, we must decide whether a spouse seeking pendente lite alimony, attorney’s fees, and expert fees during the pendency of a dissolution action must demonstrate that a postnuptial agreement that purportedly precludes such payments is invalid or otherwise unenforceable before the trial court properly may order the other spouse to make any such payments.
...On appeal, the defendant claims that the trial court incorrectly determined that it need not determine the enforceability of the parties’ postnuptial agreement before awarding the plaintiff pendente lite alimony, attorney’s fees, and expert fees (hereinafter alimony and litigation expenses), which the defendant contends the plaintiff is not entitled to under the agreement. We disagree and, accordingly, affirm the judgment of the trial court.” (p. 46)

“Just as we have recognized that spouses must be free to enter into contracts regarding the distribution of property and other financial matters in the event of divorce, we repeatedly have stated that spouses have a continuing duty to support each other throughout the duration of the marriage and, oftentimes, beyond.” (p. 56)

- [Grabe v. Hokin](#), 341 Conn. 360, 377, 267 A.3d 145 (2021).
“Thus, the defendant appears to suggest that, in the absence of the prenuptial agreement, the trial court would be authorized to award alimony or a property distribution to him for the purpose of ensuring that he can provide for the *children* in the same manner as the plaintiff. This court has held, however, that it is improper to disguise a child support award as alimony, and that alimony should be used only to address the needs of the recipient parent.¹⁹ See [Loughlin v. Loughlin](#), 280 Conn. 632, 655, 910 A.2d 963 (2006).”
- [Oudheusden v. Oudheusden](#), 338 Conn. 761, 763, 259 A.3d 598 (2021). “The dispositive issue in this appeal is whether the Appellate Court correctly concluded that the trial court had abused its discretion in awarding the plaintiff, Penny Oudheusden, \$18,000 per month in permanent, nonmodifiable alimony. On this issue, we agree with the Appellate Court and the defendant, Peter Oudheusden, that the award constituted an abuse of discretion, and we therefore affirm the Appellate Court’s order of remand to the trial court for a hearing on new financial orders.

Also presented in this appeal is the question of whether the trial court, in its financial orders, equitably divided the marital estate or, instead, inappropriately engaged in ‘double counting’ by awarding the plaintiff half of the value of the defendant’s businesses among its orders dividing the marital

property, while also awarding the plaintiff alimony on the basis of income generated by those businesses, which made up the defendant's sole sources of income. Because the issue of double counting is likely to reoccur on remand, and because we have not provided sufficient guidance concerning what constitutes double counting in contexts beyond those specifically implicated in our own case law, we reach this issue and agree with the plaintiff that this court's rule against double counting does not apply when, as in the present case, the asset at issue is the value of a business. Accordingly, we affirm in part and reverse in part the judgment of the Appellate Court."

- [Carten v. Carten](#), 203 Conn. App. 598, 606, 248 A.3d 808 (2021) "The facts in [Kovalsick](#), like the facts in [Wiegand](#), are clearly distinguishable from those in the present case. As in [Wiegand](#), this court, in addressing the plaintiff's claim in [Kovalsick](#), focused on the income of the plaintiff and her level of debt. The defendant in the present case is in a situation significantly distinct from that of the plaintiff in [Kovalsick](#); nothing in this case suggests that, without alimony, the **defendant could find herself in 'dire financial straits,'** or be unable to meet her obligations. In fact, the court in the present case found, and the record indicates, **that 'the [defendant] had an annual gross income of \$150,000 . . . [and that] the parties are able to continue to enjoy the standard of living to which they were accustomed during the marriage.'** Accordingly, [Kovalsick](#) does not support the defendant's position.

We conclude by noting that while there may be a common thread that runs through these cases—a potential inability of a party to meet its expenses and debt obligations after dissolution—they do not create, as the defendant suggests, a hard and fast rule that requires a trial court to make an award of alimony in specific factual circumstances. Because the record in the present case supports the court's conclusion that no award of alimony was warranted, we find that the court was within its broad discretion in declining to make such an award."

- [Fronsaglia v. Fronsaglia](#), 202 Conn. App. 769, 786, 246 A.3d 1083 (2021). "The defendant's final claim is that the court abused its discretion by awarding alimony to the plaintiff to **punish him for his 'alleged bad behavior.'** We disagree.

The purpose of alimony is not to punish but 'to meet one's continuing duty to support....' (Citation Omitted.) [Weiman v. Weiman](#), 188 Conn. 232, 234, 449 A.2d 151 (1982); see also [Greco v. Greco](#), 275 Conn. at 361, 880 A.2d 872."

- [Wilson v. Di Julio](#), 192 Conn. App. 101, 107, 217 A.3d 3 (2019). "The defendant first claims that the court erred by failing to award him more than nominal alimony despite the substantial disparity in the parties' incomes and ability to pay expenses.... The plaintiff counters that the court did not abuse its discretion in declining to award additional alimony to the defendant. We agree with the plaintiff."
- [Wiegand v. Wiegand](#), 129 Conn. App. 526, 535, 21 A.3d 489 (2011). "The plaintiff next claims that the court improperly failed to award him alimony, thus leaving him destitute. He argues that he is unemployed, yet, the court failed to award him alimony while allocating to him 72 percent of the marital debt. We agree that the court abused its discretion in failing to award some type of alimony to the plaintiff."
- [Kovalsick v. Kovalsick](#), 125 Conn. App. 265, 273, 7 A.3d 924 (2010). "In the present case, we are presented with the situation in which a party appeals because the court failed to award the time limited alimony sought. See [Deteves v. Deteves](#), 2 Conn. App. 590, 592, 481 A.2d 92 (1984) (award of only lump sum alimony and no periodic or rehabilitative alimony was abuse of discretion when court concluded plaintiff could "get some employment using her skills in embroidery and sewing" despite finding she had never worked outside home in this country); cf. [Bornemann v. Bornemann](#), 245 Conn. 508, 511, 539, 752 A.2d 978 (1998) (award of rehabilitative alimony to wife for eighteen months not abuse of discretion; marriage of less than four years duration and wife college educated although with limited work history); [Gamble-Perugini v. Perugini](#), 112 Conn. App. 231, 237, 962 A.2d 192 (award of time limited alimony to wife not abuse of discretion even though wife earned modest income as real estate agent and also received property distribution), cert. denied, 291 Conn. 915, 970 A.2d 727 (2009); [Dees v. Dees](#), supra, 92 Conn. App. at 821-22, 887 A.2d 429 (award of time limited alimony not abuse of discretion even though wife had prior careers as high school teacher and as attorney).

The court found that the parties had 'equal standing in their education level' and that the plaintiff had 'additional skills' in the job market because she is bilingual. In declining to award time limited alimony, the court found that the plaintiff is 'in good health, that she has obtained a four year bachelor of arts degree and has bilingual skills with a good work history....' Despite the evidence of actual earnings, the court appeared to equate the parties' 'equal standing in their education level' to equal earning capacity.^[8] The court, however, found that the plaintiff earned only \$13 to \$15 per hour throughout the marriage and that she was working 37.5 hours per week at only \$13 per hour at the time of trial. The plaintiff's earnings from her employment never

exceeded \$25,000 per year while the defendant historically earned roughly five times that amount. No evidence was presented that would tend to show that the plaintiff could earn more than the salary that she earned throughout the marriage without *additional education* and training. In light of the court's emphasis on 'equal ... education level' as opposed to actual historical earnings, we cannot conclude that it was reasonable for the court to decide as it did based on the facts found or the evidence presented."

- [Schwarz v. Schwarz](#), 124 Conn. App. 472, 5 A.3d 548 (2010). "The issue in this case is whether the court may, in its discretion, increase the plaintiff's alimony on the basis of her motion to increase alimony in accordance with § 46b-86(a) despite the defendant's motion to reduce or to terminate alimony based on § 46b-86(b). We conclude that in the circumstances of this case, the court did not abuse its discretion in increasing the plaintiff's alimony after finding that the defendant had met his burden under § 46b-86(b), because it also found that the plaintiff had met her burden with regard to § 46b-86(a).

We previously have held that once a party has met his or her burden under either § 46b-86(a) or (b), the court then should apply the factors of § 46b-82 to fashion a new alimony award. See [Gervais v. Gervais](#), supra, 91 Conn. App. at 854-55, 882 A.2d 731 ('[o]nce [a change in circumstances has been proven under either § 46b-86(a) or § 46b-86(b)] a uniform application of the § 46b-82 factors is warranted and should be applied to a request for a postdissolution modification of alimony whether brought **under either subsection**')." (p. 483)

"The court concluded that its finding that the parties' financial circumstances significantly had changed pursuant to § 46b-86(a) warranted an increase in alimony. It first found that the financial needs of the plaintiff had increased but that the increase in her financial needs was being met mostly by Kane. It also found that she now needed to pay for health insurance. The court subsequently found that, as the defendant's income had increased, it was equitable for him to pay a portion of the plaintiff's increased need. The court also took into account the fact that the plaintiff's needs were not as high as she had claimed, because of her living arrangements with Kane, but that despite Kane's contributions to her financial circumstances, she still was in need of additional alimony. Accordingly, the court increased the plaintiff's alimony award on the basis of these findings. In light of its findings, we conclude that the court applied the law correctly and did not abuse its discretion in increasing the plaintiff's alimony by \$175 per week." (p. 485)

[Utz v. Utz](#), 112 Conn. App. 631, 963 A.2d 1049 (2009).

"The defendant claims that in order to punish him, the court improperly constructed a property division and support award with which he cannot comply.³ Specifically, to support his argument, the defendant asserts that the court's order of \$1 per year nominal alimony to ensure that he meets his financial obligations is evidence of the court's knowledge that he would be unable to comply with the court's financial order. We disagree." (p. 634)

"In the present case, the court's decision to order \$1 per year alimony to the plaintiff is not conclusive evidence that the court intentionally imposed an impossible financial order to punish the defendant. To the contrary, the court's decision to maintain its jurisdiction on any future modifications of the periodic alimony award is well within its discretion. The defendant does not challenge the court's finding concerning the value of his assets. Therefore, his claim of inability to pay the alimony award is a mere assertion of error without any legal support or showing of how the court's order is without a factual or legal basis. We conclude that the court did not abuse its discretion when it constructed the property division and support award." (p. 636)

- [Martone v. Martone](#), 28 Conn. App. 208, 216, 611 A.2d 896, cert. granted in part 224 Conn. 909 (1992). "An award of alimony is based primarily on a spouse's continuing duty to support. [Hotkowski v. Hotkowski](#), 165 Conn. 167, 170, 328 A.2d 674 (1973)."
- [Febbroriello v. Febbroriello](#), 21 Conn. App. 200, 209, 572 A.2d 1032 (1990). "General Statutes § 46b-37 (b) makes it the 'joint duty' of both spouses to 'support his or her family.' This statute permits an action against a spouse who is liable for support if that spouse has not provided 'reasonable support.' See General Statutes § 46b-37 (c). The defendant did not contest his obligation to provide reasonable support to the plaintiff. He argued, rather, that he had provided the support necessary. The court was free to reject this testimony and to believe the plaintiff. [Pascal v. Pascal](#), supra.

"When the husband has abandoned the wife, or when he makes it intolerable for her to live with him and thereafter he refuses to furnish her support and fulfill the ... obligation which the law places upon him, upon proper evidence offered, she may be entitled to relief under the statute [§ 7308, the predecessor of § 46b-37] on the grounds that she has been compelled to support herself." [Cantiello v. Cantiello](#), 136 Conn. 685, 689, 74 A.2d 199 (1950); see also [Yale University School of Medicine v. Collier](#), 206 Conn. 31, 36-38, 536 A.2d 588 (1988). The wife in that situation is entitled to indemnity by the husband ""for any money that she shall have been

compelled to pay' for the support of the family."'
[Churchward v. Churchward](#), 132 Conn. 72, 79, 42 A.2d 659 (1945)."

- [Weiman v. Weiman](#), 188 Conn. 232, 234, 449 A.2d 151 (1982). "The court is not obligated to make express findings on each of these statutory criteria. [Dubicki v. Dubicki](#), 186 Conn. 709, 716, 443 A.2d 1268 (1992); [Posada v. Posada](#), 179 Conn. 568, 573, 427 A.2d 406 (1980). The purpose of alimony is to meet one's continuing duty to support; [Wood v. Wood](#), 165 Conn. 777, 784, 345 A.2d 5 (1974); while the purpose of property division is to unscramble the ownership of property, giving to each spouse what is equitably his. [Beede v. Beede](#), 186 Conn. 191, 195, 440 A.2d 283 (1982).

In this matter the trial court was presented with a wealth of information which, although contradictory in some respects, addressed all areas of consideration required by the statutes. In order to conclude that a trial court abused its discretion in a domestic relations case we must find that the court either incorrectly applied the law or could not reasonably conclude as it did. *Beede v. Beede*, supra, 194; [Smith v. Smith](#), 185 Conn. 491, 494, 441 A.2d 140 (1981); [Basile v. Basile](#), 185 Conn. 141, 144, 440 A.2d 876 (1981)."

WEST KEY
NUMBERS:

- *Divorce*
V. Spousal Support, Allowances, and Disposition of Property
500-1349
(C) Spousal support
558-649

DIGESTS:

- **West's Connecticut Digest**
Divorce
V. Spousal Support, Allowances, and Disposition of Property
(A) In general.
500-514
504. Spousal support
509. Validity
(2). Spousal support
- **Dowling's Digest:** Husband and Wife
§ 8. Liability of one spouse for contracts and purchases of other
- *Connecticut Family Law Citations: A Reference Guide to Connecticut Family Law Decisions*, by Monika D. Young, LexisNexis, 2021.
Chapter 8. Alimony
§ 8.01 Alimony Generally

ENCYCLOPEDIAS:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 24A *Am. Jur. 2d* Divorce and Separation, Thomson West, 2018 (Also available on Westlaw).
 - III. Spousal Support; Alimony and Other Allowances
 - A. Alimony in general
 - 1. Nature, purpose, and classification of alimony §§ 569-570
 - 2. Incidents of remedy §§ 571-574
 - §§ 571. Alimony as enforcement of legal duty
 - 3. Court's power to grant award; jurisdiction** §§ 575-578
 - 41 *Am. Jur. 2d* Husband & Wife, Thomson West, 2015 (Also available on Westlaw).
 - VIII. Liability for Debts of Other Spouse §§ 138-142
 - IX. Duty of Support and Liability for Goods and Services Furnished
 - A. Duty of spousal support
 - 1. Duty to support spouse §§ 143-144
 - B. Liability for goods and services
 - 1. Spousal liability under contract §§ 147-150
 - 2. Necessaries
 - A. Spousal liability for necessaries
 - (1) In general §§ 151-155
 - (2) Effect of separation and separation agreements; divorce §§ 156-160
 - B. What are necessaries §§ 161-164
 - 3. Extension of credit to other spouse § 165
- 27B *C.J.S.* Divorce, Thomson West, 2016 (Also available on Westlaw).
 - V. Alimony, Maintenance and Support, and Other Allowances
 - A. Introduction; General Considerations
 - 1. Overview of Alimony §§ 500-502
 - 2. Classifications and Distinctions §§ 503-507
 - 3. Jurisdiction and Power of Courts §§ 508-510
- 41 *C.J.S.* Husband and Wife, Thomson West, 2014 (Also available on Westlaw).
 - II. Mutual Rights, Duties, and Liabilities of Spouses
 - E. Liability for Debts of Other Spouse §§ 64-65
 - F. Duty of Support
 - 1. In general §§ 66-71
 - 2. Liability for necessaries
 - A. In general §§ 72-78
 - B. Separation, abandonment, and divorce §§ 79-80
 - C. What are necessaries §§ 81-86

- *Abandonment Of Marriage Without Cause—Defense In Alimony, Spousal Support, Or Separate Maintenance Proceedings*, 27 POF 2d 737 (1981).
§§ 5- 11. Proof that spouse wilfully abandoned marital domicile without good cause, thereby precluding award of alimony, spousal support, or separate maintenance.
- *Defense against wife’s action for support*, 17 Am. Jur. Trials 721 (1970).
- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Chapter 33. Alimony in General
§ 33: 1 Definition
§ 33:2 Award to either spouse
§ 33: 3 Purpose
§ 33: 36 Order for support of mentally ill spouse
§ 33: 37 Time for entry of order
§ 33: 38 Parties who may apply for order
§ 33: 39 Duration of obligation

Chapter 35. Modification of Alimony Provisions
§ 35: 12 Changes in health of the parties
- *Connecticut Lawyer’s Deskbook: A Reference Manual*, 3d ed., LawFirst Publishing (2008).
Chapter 19. Dissolution of Marriage, pp. 487-488
- *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.
Chapter 5. Alimony
- *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect*, Renee C. Bauer, Addicus Books, 2014.
Chapter 10. Alimony
- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, Massachusetts Continuing Legal Education, 2013, with 2018 supplement.
Chapter 6. Alimony

TEXTS &
TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

Section 2: Alimony Pendente Lite

A Guide to Resources in the Law Library

SCOPE: Bibliographic resources relating to the grounds and procedures used for applying for and extending alimony pendente lite (temporary alimony while court proceeding is pending). Also includes the effect of prenuptial agreements on alimony.

DEFINITION:

- Alimony Pendente Lite: **“means alimony or maintenance ‘pending litigation’ and is payable during the pendency of a divorce proceeding so as to enable a dependent spouse to proceed with or defend against the action.”** [Jayne v. Jayne](#), 443 Pa. Super 664, 663 A.2d 169, 176 (Pa. Super. 1995).
- Purpose: “The purpose of alimony pendente lite is to provide support to a spouse [whom] the court determines requires financial assistance pending the dissolution litigation and the ultimate determination of whether that spouse is entitled to an award of permanent alimony.” (Internal quotation marks omitted.) [Friezo v. Friezo](#), 84 Conn. App. 727, 732, 854 A.2d 1119, cert. denied, 271 Conn. 932, 859 A.2d 930 (2004).” [Dumbauld v. Dumbauld](#), 163 Conn. App. 517, 531, 136 A.3d 669, 678 (2016).
- **“There is no absolute right to alimony.”** [Weinstein v. Weinstein](#), 18 Conn. App. 622, 637, 561 A.2d 443 (1989).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

- Conn. Gen. Stat. (2021)
Chapter 815j ([2022 Supplement](#))
 - § [46b-37](#). Joint duty of spouses to support family. Liability for purchases and certain expenses. Abandonment.
 - § [46b-82](#). Alimony.
 - § [46b-83](#). Alimony, support and use of family home or other residential dwelling unit awarded pendente lite. Voluntary leaving of family home by one parent.

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the [Connecticut Law Journal](#) and posted [online](#).

- Connecticut Practice Book (2022)
[Chapter 25](#). Superior Court—Procedure in family matters
 - § [25-24](#). Motions.
 - (a). Any appropriate party may move for alimony . . .
 - (b). Each such motion shall state clearly, in the caption of the motion, whether it is a pendente lite or a postjudgment motion.
 - § [25-29](#). Notice of orders for support or alimony
 - § [25-30](#). Statements to be filed

FORMS:

- MacNamara, Welsh, and George, editors. *Library of Connecticut Family Law Forms*, 2d ed., Connecticut Law Tribune, 2014.
 - 5-000 Commentary – Motions, pp. 260-262
 - 5-007 Motion for Alimony

5-009 Motion for Alimony and Support

5-011 Claims for Relief Re: Alimony and Child Support

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Chapter 32. Temporary Alimony
§ 32.3 Motion for orders before judgment (pendente lite) in family cases—Form
§ 32.4 Motion for alimony and counsel fees pendente lite—Form
§ 32.5 Motion for determination of alimony and child support—Form
- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, Massachusetts Continuing Legal Education, 2013, with 2018 supplement.
Exhibit 2C – Sample Motion for Alimony, Pendente Lite
- *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect*, Renee C. Bauer, Addicus Books, 2014.
Chapter 10. Alimony

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [O. A. v. J. A.](#), 342 Conn. 45, ___ A.3d ___ (2022). “The trial court conducted an evidentiary hearing on the parties’ motions, after which it issued orders regarding, inter alia, the postnuptial agreement and the pendente lite alimony and litigation expenses. Relying on this court’s decision in [Fitzgerald v. Fitzgerald](#), 169 Conn. 147, 362 A.2d 889 (1975), the trial court concluded, contrary to the defendant’s assertion, that it was not required to determine, prior to deciding the motions, whether the postnuptial agreement was enforceable and, if so, whether it precluded an award of pendente lite alimony and litigation expenses. The court further explained that ‘[t]o preclude pendente lite support in a matter like this, where one party has no income and, during the course of the marriage, was completely reliant on the other for financial support, would work a great injustice by allowing one side to have access to unlimited resources while the other party [is] left to rely on the financial resources and kindness of family and friends. This is contrary to the basic purpose of temporary support [which is] to provide financial support to a spouse in need of [such support] until the entry of a final dissolution [judgment].’ The court then found, on the basis of ‘all the credible evidence,’ that the defendant has an imputed net income or earnings in the amount of \$900,000 annually or \$75,000 per month. The court therefore determined that the defendant was ‘able to provide the plaintiff with the financial support she needs’ and awarded the plaintiff temporary alimony in the amount of \$20,000 per month, retroactive to October 31, 2019, the date on which she filed her motion for pendente lite alimony. (p. 52)

"The plaintiff responds that the trial court's decision to award pendente lite alimony and litigation expenses pending final disposition of the dissolution action comports with this court's decision in Fitzgerald and this state's public policy. We agree with the plaintiff." (p. 54)

"In particular, pendente lite alimony—also referred to as temporary alimony—ensures that a dependent spouse is supported while the parties are living apart pending the outcome of the dissolution action....Accordingly, General Statutes § 46b-83 authorizes the trial court to award alimony and support pendente lite to either party throughout the duration of a dissolution of marriage proceeding. In determining whether to make an alimony award pendente lite, the court is directed to consider the factors enumerated in General Statutes § 46b-82. See General Statutes § 46b-83 (a)." (p. 56)

- [Dumbauld v. Dumbauld](#), 163 Conn. App. 517, 136 A.3d 669 (2016). "The factors enumerated in General Statutes § 46b-82 (a) are 'the length of the marriage ... the age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, employability, estate and needs of each of the parties and the award, if any, which the court may make pursuant to section 46b-81, and, in the case of a parent to whom the custody of minor children has been awarded, the desirability and feasibility of such parent's securing employment.'" (p. 524)

"On the basis of our comparison of §§ 46b-81 and 46b-83, we conclude that distribution of property is not authorized by § 46b-83. See [Rubin v. Rubin](#), supra, 204 Conn. at 229, 527 A.2d 1184 ('the power of a court to transfer property from one spouse to the other must **rest upon an enabling statute**'). If a court orders the use of assets to pay pendente lite alimony, it decides the issue of property distribution before it is statutorily authorized to do so. We conclude that the trial court's order in the present case, given its specific factual findings and the absence of a finding of imputed income or lack of credibility, amounts to an impermissible pendente lite **property distribution.**" (p. 531)

- [Clark v. Clark](#), 127 Conn. App. 148, 158, 13 A. 3d 682 (2011). "Here, as in [Evans](#), 'although the court did not expressly forgive the arrearage of pendente lite support, it failed to include the arrearage in its judgment dissolving the marriage. . . . [T]hat failure to include an arrearage in a final order of dissolution has the same effect on the party entitled to the pendente lite arrearage as it would have had if the court had expressly modified or forgiven the pendente lite order at the time of dissolution; it strips that party of a vested property right and constitutes an impermissible retroactive modification of the pendente lite orders in

violation of § 46b-86.”

- [Friezo v. Friezo](#), 84 Conn. App. 727, 733, 854 A.2d 1119 (2004). “The defendant also argued in his brief that because he was not permitted to cross-examine the plaintiff at length, he was unable to inquire into the facts underlying the court's pendente lite order. The defendant's claim is a generalization. He has not pointed to anything regarding the plaintiff's financial affidavit for which he does not have sufficient information. He notes that the ‘fundamental purpose of alimony pendente lite is to provide the wife, during the pendency of the divorce action, with current support in accordance with her needs and the husband's ability to meet them’Given this rule, the defendant has not demonstrated that he has been harmed by the court's order because he is unable to meet the plaintiff's needs.”
- [Milbauer v. Milbauer](#), 54 Conn. App. 304, 733 A.2d 907 (1999). “In support of her argument, the plaintiff cites [Sanchione v. Sanchione](#), 173 Conn. 397, 404, 378 A.2d 522 (1977); [Elliott v. Elliott](#), 14 Conn. App. 541, 544, 541 A.2d 905 (1988); [Trella v. Trella](#), 24 Conn. App. 219, 221, 587 A.2d 162, cert. denied, 219 Conn. 902, 593 A.2d 132 (1991); and [Wolf v. Wolf](#), 39 Conn. App. 162, 167, 664 A.2d 315 (1995), for the proposition that alimony pendente lite orders are not modifiable retroactively absent express statutory authorization. An examination of these cases, however, discloses that they are distinguishable from the present case. The cases cited by the plaintiff all deal, specifically, with the retroactive modification of alimony awards, either permanent or pendente lite, by the trial court *at or after the time of dissolution*. None deals directly with the retroactive modification of alimony pendente lite orders by the pendente lite court itself prior to the dissolution judgment.” (p. 311)

“...We find, therefore, that the trial court, sitting as it did as a pendente lite court, did not abuse its discretion in modifying the pendente lite award back to the date of the defendant's motion to modify.” (p. 312)

- [Wolf v. Wolf](#), 39 Conn. App. 162, 168, 664 A.2d 315 (1995). “As in the distribution of marital assets, the trial court is afforded broad discretion in making awards of alimony. [Askinazi v. Askinazi](#), 34 Conn. App. 328, 330-31, 641 A.2d 413 (1994). Although this discretion must be exercised after consideration of the factors enumerated in General Statutes § 46b-82, [3] we will ‘indulge every reasonable presumption in favor of the correctness of the trial court's action....’ Id., 331.

It is clear from the memorandum of decision that the trial court considered all the appropriate statutory factors in making the award of alimony....”

"The trial court noted in its decision that it was basing the alimony award on the defendant's earning capacity, and not necessarily on her stated desires regarding employment. This is a permissible rationale for an alimony award. [Vandal v. Vandal](#), 31 Conn. App. 561, 566, 626 A.2d 784 (1993)... Thus, the alimony award fashioned by the court provided an opportunity for the defendant, by allowing her to complete her residency and to develop a practice, to realize a standard of living similar to that achieved during the parties' marriage. The trial court did not abuse its discretion in making this award. See [Wolfburg v. Wolfburg](#), 27 Conn. App. 396, 400, 606 A.2d 48 (1992)."

- [Siracusa v. Siracusa](#), 30 Conn. App. 560, 566, 621 A.2d 309 (1993). "The court looked specifically at the occupations, skills and employability of the parties. It found that the plaintiff, with three years of college education, had worked as a waitress, had obtained her real estate agent's license, and had some experience in the moving business. The defendant, a college graduate, is the chief executive officer of a moving and storage company he established twelve years ago. The trial court found that "[f]rom the nature of the occupations and skills of the parties . . . [the] defendant has a far greater opportunity than does the plaintiff for the future acquisition of capital assets **or income.**"
- [Martone v. Martone](#), 28 Conn. App. 208, 216, 611 A.2d 896, cert. granted in part 224 Conn. 909 (1992). "An award of alimony is based primarily on a spouse's continuing duty to support. [Hotkowski v. Hotkowski](#), 165 Conn. 167, 170, 328 A.2d 674 (1973). General Statutes § 46b-82 governs the award of alimony and specifically states it may be in addition to a property distribution award pursuant to § 46b-81. The court, when awarding alimony is required by § 46b-82 to consider each spouse's needs. The award of \$12,500 for further repairs of the marital residence was within the court's discretion under § 46b-82. The award of \$16,000 for past expenses related to the marital residence does not fall within the defendant's duty to support the plaintiff.

We recognize that a trial court in a marital dissolution action has broad discretion when fashioning financial orders such as alimony. [Rostain v. Rostain](#), 214 Conn. 713, 573 A.2d 710 (1990); [Cahn v. Cahn](#), 26 Conn. App. 720, 731, 603 A.2d 759, cert. granted, 221 Conn. 924, 608 A.2d 688 (1992). The court's broad discretion was limited in this case to a determination of alimony and support. It had no jurisdiction and, therefore, had no discretion to alter the prior distribution of assets that had been the subject of the parties' stipulation."

- [Febbroriello v. Febbroriello](#), 21 Conn. App. 200, 572 A. 2d 1032 (1990). "An order for alimony and support pendente lite

is 'interlocutory and terminates with the judgment that follows it.... In other words, the judgment ... was final unless set aside by the court, and it disposed with finality of all **interlocutory orders.**' [Saunders v. Saunders](#), 140 Conn. 140, 146, 98 A.2d 815 (1953). The dismissal here was a final judgment. 'An order of nonsuit terminates an action when it is issued and no **further proceedings are necessary.**' [Osborne v. Osborne](#), 2 Conn. App. 635, 638, 482 A.2d 77 (1984).

The plaintiff correctly concedes that the pendente lite orders necessarily lapsed when the action was dismissed. She argues, however, that the underlying agreement continued to be in effect. This argument is without merit.” (p. 206)

“The plaintiff further argues that even if the agreement fails, the defendant violated his statutory obligation to provide **'reasonable support'** to the family. See General Statutes § 46b-37. Although we conclude that the pendente lite orders lapsed with the court's dismissal of the case and that no agreement survived that dismissal, we, nevertheless, hold that the trial court did not err in ordering the defendant to pay the plaintiff \$7500 for his failure to provide reasonable support.” (p. 207)

“On the basis of the evidence before the trial court, we cannot say that it was error to order the defendant to pay \$7500 for failure to provide support during the eight months preceding the trial.” (p. 210)

WEST KEY
NUMBERS:

- *Divorce*
V. Spousal Support, Allowances, and Disposition of Property
500-1349
(B) Preliminary matters – Spousal support pending procedures
530-557

DIGESTS:

- **West's Connecticut Digest**
Divorce
V. Spousal Support, Allowances, and Disposition of Property
(B) Preliminary Matters
Spousal Support Pending Proceedings
530-557.
- **Dowling's Digest:** *Dissolution of marriage*
§ 15 Pendente Lite Awards
- *Connecticut Family Law Citations: A Reference Guide to Connecticut Family Law Decisions*, by Monika D. Young, LexisNexis, 2021.
Chapter 8. Alimony

§ 8.02 Pendete Lite of Alimony

ENCYCLOPEDIAS:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 24A *Am. Jur. 2d* Divorce and Separation, Thomson West, 2018 (Also available on Westlaw).
 - III. Spousal Support; Alimony and Other Allowances
 - B. Temporary Alimony
 - 1. In general §§ 579-582
 - 2. Circumstances affecting right to allowance §§ 583-586
 - 3. Procedure §§ 587-590
 - 4. Temporary allowance pending appeal §§ 591-594
 - 5. Amount of allowance §§ 595-599
 - 6. Modification of Award §§ 600-602
 - 7. Commencement, duration and termination of allowance §§ 603-606
- 27B *C.J.S.* Divorce, Thomson West, 2016 (Also available on Westlaw).
 - V. Alimony, Maintenance and Support and Other Allowances, Generally
 - A. Introduction; general considerations
 - 1. Overview of alimony §§ 500-502
 - 2. Classifications and distinctions §§ 503-507
§§ 504. Temporary alimony
 - 3. Jurisdiction and power of courts §§ 508-510
 - B. Temporary alimony
 - 1. In general §§ 511-515
 - 2. Circumstances affecting allowance §§ 516-526
 - 3. Defenses and objections §§ 527-529
 - 4. Temporary alimony allowance
 - A. In general §§530-536
 - B. Amount of temporary allowance §§ 537-541

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
 - Chapter 32. Temporary Alimony
 - § 32:1 In general
 - § 32:2 Time and method for raising claim
 - § 32:6 Hearing
 - § 32:7 Amount of order; factors to be considered
 - § 32:8 Order, stipulation or voluntary compliance
 - § 32:9 Enforcement
 - § 32:10 Modification
 - § 32:11 Effect of prenuptial or other agreement relating to alimony
 - Chapter 33. Alimony in general
 - § 33:20 Security for award
 - § 33:32 Effect of alimony award on existing arrearage
- *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce*, 2d ed., Barbara Kahn Stark, LawFirst Publishing, 2003.

Chapter 11. Alimony

- *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.
 - Chapter 5. Alimony
 - Part III: Preparing for the Temporary Alimony Determination
 - § 5.13 CHECKLIST: Preparing for Temporary Alimony Determinations
 - § 5.14 Timing of temporary alimony orders
 - § 5.15 Producing documents at hearing
 - § 5.16 Determining factors to considered in ordering temporary alimony
 - § 5.17 Requiring temporary alimony to be paid out of assets or borrowing
 - § 5.18 Considering premarital agreements when making temporary alimony orders
 - § 5.19 Merging of temporary alimony orders into the final decree
 - § 5.20 Modifying temporary alimony orders
- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, Massachusetts Continuing Legal Education, 2013, with 2018 supplement.
 - Chapter 2. Motion Practice for Temporary Orders
 - 2.5.1 Motions for Temporary Support
 - Chapter 6. Alimony
 - § 6.8 Temporary Alimony
- *2 Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2021 (also available on Lexis Advance).
 - Chapter 11. Temporary Support

Section 3: Factors Considered in Awarding Alimony

A Guide to Resources in the Law Library

SCOPE:

Factors used by the courts in making or modifying alimony in Connecticut, including factors specified in the [Connecticut General Statutes](#).

SEE ALSO:

- For modification of alimony orders, see our research guide on [Modification of Judgments in Family Matters](#).

DEFINITION:

- **"A fundamental principle in dissolution actions is that a trial court may exercise broad discretion in awarding alimony and dividing property as long as it considers all relevant statutory criteria."** [Debowsky v. Debowsky](#), 12 Conn. App. 525, 526, 532 A.2d 591 (1987).
- **"The court is to consider these factors in making an award of alimony, but it need not give each factor equal weight."** [Kane v. Parry](#), 24 Conn. App. 307, 313, 588 A.2d 227 (1991).
- **"The court is not obligated to make express findings on each of these statutory criteria."** [Weiman v. Weiman](#), 188 Conn. 232, 234, 449 A.2d 151 (1982).
- **"Where a statute provides that a court 'shall consider' certain enumerated factors in making a discretionary determination, such factors are generally not exhaustive."** [Dunleavy v. Paris Ceramics USA, Inc.](#), 47 Conn. Sup. 565, 578, 819 A.2d 945 (2002).
- **"We need not decide whether 'the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates' includes nonmonetary contributions. Sections 46b-81 (c), 46b-82 and 46b-84 (b) all require that the trial court consider the 'station' of each spouse. The most pertinent definition 'station' in Webster, Third New International Dictionary, is 'social standing.' A person's social standing is strongly correlated to his standard of living, although other factors may be important as well. Our courts have frequently considered the standard of living enjoyed by spouses in determining alimony or in dividing marital property. [Whitney v. Whitney](#), 171 Conn. 23, 27-29, 368 A.2d 96 (1976); [Tobey v. Tobey](#), 165 Conn. 742, 747-49, 345 A.2d 21 (1974); [Stoner v. Stoner](#), 163 Conn. 345, 350, 307 A.2d 146 (1972); [Morris v. Morris](#), 132 Conn. 188, 191-94, 43 A.2d 463 (1945). 'We cannot hold that the trial court, taking into consideration as it did the financial circumstances and standard of living of the parties, abused its discretion in ordering payments in the amount stated.'** [Morris v. Morris](#), supra, 193-94. Our courts have also considered the parties' standard of

living in determining child support payments. [Burke v. Burke](#), 137 Conn. 74, 76-81, 75 A.2d 42 (1950); *Morris v. Morris*, supra.

In determining the assignment of marital property under § 46b-81 or alimony under § 46b-82, a trial court must weigh **the 'station' or standard of living** of the parties in light of other statutory factors such as the length of the marriage, employability, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income. Which spouse has primary physical custody of minor children is also a consideration in determining the division of marital assets. [Charpentier v. Charpentier](#), supra, 154-56. The parties enjoyed a very high standard of living during their marriage. There is no question concerning the defendant's present and future ability to meet these financial orders, or to acquire capital assets and income. The marriage lasted twelve years. The trial court was clearly concerned that the children should be able to enjoy the same standard of living in California as they had in Avon. It indicated that it awarded the lot and \$ 1,200,000 to the plaintiff to enable her to build a home in California comparable to the \$ 675,000 family home in Avon. In view of the parties' standard of living, the length of the marriage, and the needs of the children, we conclude that the trial court did not abuse its discretion in its awards of marital assets, alimony and child support." [Blake v. Blake](#), 207 Conn. 217, 231-233, 541 A.2d 1201 (1988).

- **"Although the provisions for assignments of property and awards of alimony are contained in separate statutes, the standards by which the courts determine such awards are almost the same. [Pasquariello v. Pasquariello](#), 168 Conn. 579, 583, 362 A.2d 835 (1975). The one characteristic which distinguishes a property assignment from an award of alimony is the court's duty, pursuant to subsection (c) of 46b-81, to in addition consider **the 'contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates.'** Id." [O'Neill v. O'Neill](#), 13 Conn. App. 300, 306, 536 A.2d 978 (1988).**
- **"Thus, the court *must* consider all income of the parties **whatever its source may be.**" [Gay v. Gay](#), 70 Conn. App. 772, 778, 800 A.2d 1231, (2002).**
- Earning capacity: " is not an amount which a person can theoretically earn, nor is it confined to actual income, but rather it is an amount which a person can realistically be expected to earn considering such things as his vocational **skills, employability, age and health.**' (Internal quotation marks omitted.) [Fritz v. Fritz](#), 127 Conn. App. 788, 796, 21 A.3d 466 (2011)." [Callahan v. Callahan](#), 192 Conn. App. 634, 646, 218 A.3d 655 (2019).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2021) Chapter 815j ([2022 Supplement](#)) [§ 46b-82](#). Alimony.
“...In determining whether alimony shall be awarded, and the duration and amount of the award, the court shall consider the evidence presented by each party and shall consider the length of the marriage, the causes for the annulment, dissolution of the marriage or legal separation, the age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, employability, estate and needs of each of the parties and the award, if any, which the court may make pursuant to section 46b-81, and, in the case of a parent to whom the custody of minor children has been awarded, the desirability and feasibility of such parent's securing employment.”...

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Carten v. Carten](#), 203 Conn. App. 598, 602, 248 A.3d 808 (2021). “**In its memorandum of decision, the court made the following findings: ‘The [defendant] is more at fault for the irretrievable breakdown of the marriage than the [plaintiff]. . . . Based on the credible evidence before the court and considering the factors required by § 46b-82, an award of alimony for either party is unwarranted. . . . The defendant’s testimony regarding the \$20,000 received by the parties from her mother, the source of the shoebox money (\$13,380), the rental of the . . . beach houses . . . and income from those beach houses is not credible.**”¹² In its articulation, the court also **found that ‘the parties are able to continue to enjoy the standard of living to which they were accustomed during the marriage . . . the [defendant] was at fault for the breakdown of the marriage . . . the parties were in good health at the time of the trial; that both parties are well-educated with significant employment experience, work history, and employability . . . [t]he parties grew their estate together during the marriage with steady employment, ample income, and financial acumen . . . in spite of the [defendant’s] spending and hoarding habits and lack of accountability for moneys spent once the [plaintiff] filed for divorce; and [because of] the division of property . . . and other assets, as well as the agreed upon parenting plan,’ no award of alimony was warranted. The defendant challenges none of the factual findings that supported the court’s decision not to award alimony. Further, § 46b-82(a) provides in relevant part that, ‘[i]n determining whether alimony shall be awarded . . . the court shall consider the evidence presented by each party’ and also directs the court to consider the statutory factors; this is what the court did. Accordingly, the court did not abuse its discretion by declining to award alimony to the defendant based on its consideration of the evidence and factors set forth in § 46b-82(a).”**
- [Fronsaglia v. Fronsaglia](#), 202 Conn. App. 769, 246 A.3d 1083 (2021). “Although the defendant argues that the court used

'fictitious numbers' and had *no* evidence before it to support a finding of his net income, that argument is without merit for two principal reasons. First, as noted, the court found the defendant totally lacking in candor during the trial. Indeed, the court found that the defendant endeavored to misrepresent facts before the court. We have often said that a party who fails to provide information to the court will not later be heard to complain that the court made orders without sufficient information. See [Rosenfeld v. Rosenfeld](#), 115 Conn. App. 570, 581, 974 A.2d 40 (2009) ('[w]here a party's own wrongful conduct limits the financial evidence available to the court, that party cannot complain about the resulting calculation of a monetary award' (internal quotation marks omitted)). Second, the court had before it evidence of the defendant's historic spending and previous findings regarding his routine deductions from gross income. In sum, the court considered the defendant's spending habits when it looked to the defendant's bank accounts and credit cards statements, as well as the other bills the defendant was required to and agreed to pay during the pendency of the proceedings. Moreover, it is not improper for a court to look at a party's financial affidavits and to consider the ample evidence before it to 'determine the [party's] net income and the respective financial needs and abilities of each party.' [Hughes v. Hughes](#), *supra*, 95 Conn. App. at 206-207, 895 A.2d 274." (p. 785)

"In essence, the defendant argues that the court erred by taking his misdeeds into consideration when fashioning the alimony award and that doing so resulted in an alimony award designed to punish him. In pursuing this argument, the defendant ignores the breadth of § 46b-82(a), which, *inter alia*, permits the court to take into consideration the causes for the breakdown of the marriage in fashioning its alimony award. Although the statute provides many factors that a court must consider upon determining whether to award alimony, there is no requirement that the court must weigh the factors equally. See [Horey v. Horey](#), 172 Conn. App. 735, 741, 161 A.3d 579 (2017) ('The court is to consider these factors [under § 46b-82(a)] in making an award of alimony, but it need not give each factor equal weight.... We note also that [t]he trial court may place varying degrees of importance on each criterion according to the factual circumstances of each case.... There is no additional requirement that the court specifically state how it weighed the statutory criteria or explain in detail the importance assigned to each statutory factor.' (Internal quotation marks omitted.))." (p. 787)

"Accordingly, we conclude that the court did not abuse its discretion by considering the defendant's extramarital affair and poor business decisions in fashioning the alimony award. The court is permitted to take into consideration all causes for the dissolution of the marriage in determining whether to

award alimony. See [Dubicki v. Dubicki](#), 186 Conn. 709, 715-716, 443 A.2d 1268 (1982).” (p. 788)

- [Leonova v. Leonov](#), 201 Conn. App. 285, 242 A.3d 713 (2020). “The defendant’s first claim is that the court abused its discretion by improperly basing the supplemental alimony awarded to the plaintiff on the defendant’s gross, rather than net, bonus income. We disagree.” (p. 298)

“Although our case law consistently affirms the basic tenet that support and alimony orders must be based on **net income**, ‘the proper application of this principle is context specific.... [W]e differentiate between an order that is a function of gross income and one that is based on gross income.... [T]he term based as used in this context connotes an order that only takes into consideration the parties’ gross income and not the parties’ net income. Consequently, an order that takes cognizance of the parties’ disposable incomes may be proper even if it is expressed as a function of the parties’ gross **earnings.**’ (Citation omitted; internal quotation marks omitted.) [Procaccini v. Procaccini](#), 157 Conn. App. 804, 808, 118 A.3d 112 (2015).

This court previously has overlooked the failure of the trial court to make a finding as to a party’s net income, as in the present case, with respect to the defendant’s net bonus income. We have concluded that such an omission does not compel the conclusion that the court’s order was improperly based on gross income if the record indicates that the court considered evidence from which it could determine a party’s net income, and it did not state that it had relied on the party’s gross earnings to form the basis of its order. See [Hughes v. Hughes](#), 95 Conn. App. 200, 207, 895 A.2d 274, cert. denied, 280 Conn. 902, 907 A.2d 90 (2006).” (p. 300)

- [Halperin v. Halperin](#), 196 Conn. App. 603, 627, 230 A.3d 757 (2020). “**We conclude that the court properly determined that, pursuant to the separation agreement, the plaintiff’s income received from CSCE and ISOI was required to be included in the plaintiff’s total income for purposes of calculating his unallocated support obligation.**”
- [Toland v. Toland](#), 179 Conn. App. 800, 810, 182 A.3d 651 (2018). “The plaintiff claims that the arbitrator’s award should be vacated because it violates public policy. According to the plaintiff, the arbitrator ignored or misapplied statutes and well **established case law** ‘in rendering her utterly disproportionate award....’ More specifically, she argues that the arbitrator failed to properly apply and consider all of the statutory factors in §§ 46b–81 and 46b–82. Because the arbitrator allegedly failed to properly apply and consider the statutory factors regarding how alimony is awarded and property is divided, the

plaintiff claims that the award violates public policy.

In response, the defendant argues that the plaintiff has not identified a well-defined and dominant public policy that the arbitrator's decision violates. He argues that 'there is no public policy that any particular outcome is required in a case such as **this one,**' where the governing statutes afford the arbitrator wide discretion in distributing marital property, awarding alimony, and awarding attorney's fees. We agree with the defendant."

- [Powell-Ferri v. Ferri](#), 326 Conn. 457, 467, 165 A.3d 1124 (2017). "We have repeatedly recognized that '[i]n determining the assignment of marital property under § 46b-81 or alimony under § 46b-82, a trial court must weigh the 'station' or standard of living of the parties in light of other statutory factors such as the length of the marriage, employability, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income.' [Blake v. Blake](#), 207 Conn. 217, 232, 541 A.2d 1201 (1988)."
- [Wood v. Wood](#), 170 Conn. App. 724, 729, 155 A.3d 816 (2017). "In the present case, the court did not abuse its discretion with respect to its alimony award to the plaintiff. As the plaintiff acknowledges, a court may consider unexercised stock options as either income for the purposes of an alimony award or marital property subject to distribution, but not both."
- [Hornung v. Hornung](#), 323 Conn. 144, 146 A.3d 912 (2016). "Accordingly, the plaintiff's expenses do not represent the only factor that the trial court must consider when awarding alimony. On the contrary, § 46b-82 lists *thirteen* other factors that the court *must* consider when awarding alimony, in **addition to the 'needs'** of the recipient spouse. The court must not only examine the spouse's financial situation at the time of trial, but look ahead to his or her ability to generate income in the future. See General Statutes § 46b-82 (instructing court to consider spouse's 'age, health, station, occupation, . . . earning capacity, vocational skills, **education, [and] employability'**). Several of the factors relate in no way to the spouse's expenses, such as the length of the marriage and the cause of the breakdown of the marriage. The trial court must also look to the *payor* spouse's financial situation, in addition to that of the recipient spouse. Specifically, the trial court must consider the *payor's* age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, and employability. These factors have nothing to do with the recipient spouse's claimed expenses. Thus, it cannot be said that the trial court was constrained by the plaintiff's claimed expenses in awarding alimony. The trial court instead **had 'wide discretion'** to ensure that the plaintiff and the parties' children continued to enjoy the standard of living of the

marriage for years to come. (Internal quotation marks omitted.) [Brody v. Brody](#), supra, 315 Conn. 313.

The trial court's resolution of these factors in the present case further militates against characterizing the lump sum alimony award as a property distribution." (p. 164)

"In light of these principles, we disagree with the defendant's contention that, because the combined alimony and child support payments exceed the plaintiff's claimed expenses, the lump sum alimony award is functionally a property distribution. The agreement's waiver of equitable distribution of property does not change this result. Although the agreement limited the court's discretion to distribute property, it did not limit the trial court's discretion to award alimony in any way. The agreement simply stated **that** 'a court of competent jurisdiction shall address the issues of alimony and/or child support ... in **the event [of] ... divorce'** Indeed, the Appellate Court recently rejected a nearly identical argument in [Brody v. Brody](#), supra, 136 Conn. App. at 790, 51 A.3d 1121, in which the trial court properly awarded lump sum alimony despite the existence of a prenuptial agreement in which the parties waived equitable distribution. The husband argued, as here, **that** 'the [trial] court improperly used the award of alimony to effectuate an improper distribution of property in violation of the **parties' prenuptial agreement.'** Id., at 788, 51 A.3d 1121. The Appellate Court disagreed, noting that the trial court had '**broad discretion**' to award alimony because the prenuptial **agreement** 'by its clear terms, [was] concerned with equitable distributions of property ... not alimony awards.' Id., at 791, 51 A.3d 1121. Accordingly, we conclude that the lump sum alimony award does not constitute a functional property distribution in contravention of the parties' agreement." (p. 167)

- [Mensah v. Mensah](#), 167 Conn. App. 219, 230, 143 A.3d 622 (2016). "The court stated in its memorandum of decision that it had considered the criteria set forth in General Statutes § 46b-82 as to the assignment of alimony. The plaintiff argues, simply, that her twenty-one year marriage to the defendant warranted alimony and that the defendant had been dishonest regarding his income. The length of the parties' marriage, however, is but one factor that the court considered under § 46b-82 and is not in itself necessarily dispositive in determining whether alimony is appropriate. The court considered the range of factors in § 46b-82, and it was not an abuse of discretion to decline to award the plaintiff alimony solely on the basis of the **marriage's duration.**"
- [Zahringer v. Zahringer](#), 124 Conn. App. 672, 679, 6 A.3d 141 (2010). "The court concluded, on the basis of the demeanor, attitude and credibility of the plaintiff's father, that the funds provided to her were not gifts but were loans that must be paid

back. **'It is the sole province** of the trial court to weigh and interpret the evidence before it and to pass on the credibility of the witnesses.... It has the advantage of viewing and assessing the demeanor, attitude and credibility of the witnesses and is therefore better equipped than we to assess the circumstances **surrounding the dissolution action.'** (Citation omitted; emphasis in original; internal quotation marks omitted.) [Rubenstein v. Rubenstein](#), 107 Conn. App. 488, 497, 945 A.2d 1043, cert. denied, 289 Conn. 948, 960 A.2d 1037 (2008)."

- [Isham v. Isham](#), 292 Conn. 170, 184, 972 A.2d 228 (2009). **"When examining the agreement** in the present case in its entirety, including the reference to income, it is not clear and unambiguous whether the term salary was intended to reference only the defendant's regular payments from his employment or whether it was intended to have a broader meaning that would encompass any income from his **employment....** We conclude, therefore, that the trial court improperly determined that the agreement clearly and unambiguously linked the defendant's alimony payments to salary increases and that the term salary had a specific, **narrow meaning."**
- [McMellon v. McMellon](#), 116 Conn. App. 393, 396, 976 A.2d 1 (2009). **"As to the plaintiff's earnings, the court only needs to** look at the income of the parties as one of the numerous statutory factors it must consider. The court, however, is not required to consider a party's current income in comparison to **the party's previous income; it is at the court's discretion."**
- [Guarascio v. Guarascio](#), 105 Conn. App. 418, 421, 937 A.2d 1267 (2008). "The defendant first claims that the court improperly included in its alimony order a percentage of future additional gross income. We disagree...In its order, the court stated that the defendant would have to pay to the plaintiff a sum equal to a percentage of his additional gross income, which would include but not be limited to cash payments, bonuses and vested stock options. The defendant argues that the court could not make this order because it was making a modification of alimony without a showing of a substantial change of circumstances. We are not persuaded by this argument."
- [Casey v. Casey](#), 82 Conn. App. 378, 844 A.2d 250 (2004). **"This case represents one of the very rare matrimonial cases** in which a disappointed party successfully argues that the financial orders entered incident to a dissolution action exceed the broad discretion of the trial court. The defendant, Gloria A. Casey, claims that the financial orders are inequitably favorable to the plaintiff, Thomas Casey, because they assigned him an exceedingly high portion of the marital assets while assigning her an exceedingly high portion of the marital debt and liabilities. The defendant argues specifically that (1)

the orders are logically inconsistent with the facts found by the court, (2) the court improperly refused to make an equitable division of the portion of the respective parties' vested pension plans that accrued during the term of the marriage and (3) the court failed to enter orders with respect to certain personal property that was contested at trial and exceeded its authority in the orders that it did enter. We reverse the judgment of the trial court with respect to the first and third claims and remand **the matter for a new trial as to the financial orders.**" (p. 379)

"Applying those factual findings to the statutory considerations set forth in General Statutes §§ 46b-81 and 46b-82, we cannot reconcile the court's financial orders with its findings. We find no support in the statutory criteria for permitting the defendant to leave the marriage, no matter how brief in duration, saddled with a sizeable mortgage debt, when the proceeds of the increased debt inured almost exclusively to the plaintiff's benefit and when the plaintiff was awarded the property that enjoyed an appreciation in value and net equity as a result of the mortgage debt. That is particularly true when, as here, the evidence revealed that the defendant would be unable to make the monthly payments and, therefore, faced the daunting prospect of defaulting on the mortgage or selling the property in the near future. We conclude that the financial orders were logically inconsistent with the facts found and that the court could not reasonably have concluded as it did. A new hearing **on the financial orders is necessary.**" (p. 385)

- [Robelle-Pyke v. Robelle-Pyke](#), 81 Conn. App. 817, 823, 841 A.2d 1213 (2004). **"A party's health is one of the statutory criteria that must be considered in the court's exercise of its broad discretion in awarding alimony; General Statutes § 46b-82; and distribution of assets; General Statutes § 46b-81. "Once the defendant put[s] her health in issue, it [is] incumbent on her to offer pertinent evidence to support her position."** [Tevolini v. Tevolini](#), 66 Conn. App. 16, 27, 783 A.2d 1157 (2001)."
- [Lowe v. Lowe](#), 58 Conn. App. 805, 814, 755 A.2d 338 (2000). **"In the present case, it was within the discretion of the court to determine that the parties enjoyed a station of life during their marriage that justified an award of alimony to the defendant Furthermore, the fact that the court reaffirmed the prior award of alimony and increased it due to the plaintiff's fraud implies that the court determined that there was a need for alimony, and that such an award was just and equitable."**
- [Simmons v. Simmons](#), 244 Conn. 158, 179, 708 A.2d 949 (1998). **"We continue mindful of the substantial deference that this court affords the decisions of the trial court in a dissolution action We consider this case, however, to present one of those rare situations in which we must conclude that there was an abuse of that discretion."**

- [Caffe v. Caffe](#), 240 Conn. 79, 82, 689 A.2d 468 (1997). "General Statutes §§ 46b-81, 46b-82 and 46b-84[3] set forth the criteria that a trial court must consider when resolving property and alimony disputes in a dissolution of marriage action. The court must consider *all* of these criteria. [Siracusa v. Siracusa](#), 30 Conn. App. 560, 566, 621 A.2d 309 (1993). It need not, however, make explicit reference to the statutory criteria that it considered in making its decision or make express findings as to each statutory factor."
- [Durkin v. Durkin](#), 43 Conn. App. 659, 661, 685 A.2d 344 (1996). "Our review of the record, transcript and briefs reveals that the trial court properly considered the statutory criteria, the evidence and the financial affidavits of the parties. Accordingly, we conclude that the trial court did not abuse its discretion by finding the defendant at fault for the breakdown of the marriage and ordering him to pay periodic alimony."
- [Blake v. Blake](#), 207 Conn. 217, 231, 541 A.2d 1201 (1988). "We need not decide whether 'the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates' includes nonmonetary contributions. Sections 46b-81 (c), 46b-82 and 46b-84 (b) all require that the trial court consider the 'station' of each spouse. The most pertinent definition 'station' in Webster, Third New International Dictionary, is 'social standing.' A person's social standing is strongly correlated to his standard of living, although other factors may be important as well. Our courts have frequently considered the standard of living enjoyed by spouses in determining alimony or in dividing marital property. [Whitney v. Whitney](#), 171 Conn. 23, 27-29, 368 A.2d 96 (1976); [Tobey v. Tobey](#), 165 Conn. 742, 747-49, 345 A.2d 21 (1974); [Stoner v. Stoner](#), 163 Conn. 345, 350, 307 A.2d 146 (1972); [Morris v. Morris](#), 132 Conn. 188, 191-94, 43 A.2d 463 (1945)."
- [Weiman v. Weiman](#), 188 Conn. 232, 234, 449 A.2d 151 (1982). "In this matter the trial court was presented with a wealth of information which, although contradictory in some respects, addressed all areas of consideration required by the statutes. In order to conclude that a trial court abused its discretion in a domestic relations case we must find that the court either incorrectly applied the law or could not reasonably conclude as it did. *Beede v. Beede*, supra, 194; [Smith v. Smith](#), 185 Conn. 491, 494, 441 A.2d 140 (1981); [Basile v. Basile](#), 185 Conn. 141, 144, 440 A.2d 876 (1981)."
- [Thomas v. Thomas](#), 159 Conn. 477, 486, 271 A.2d 62 (1970). "Our alimony statute does not recognize any absolute right to alimony."

WEST KEY
NUMBERS

- *Divorce*
 - V. Spousal support, allowances and distribution of property
500-1349
 - C. Spousal support, 558-649
 - 618-635 Modification of judgment or decree
 - 627 Grounds, factors, and defenses.

DIGESTS:

- **West's Connecticut Digest**
 - Divorce
 - V. Spousal Support, Allowances, and Disposition of Property
(C) Spousal Support.
Grounds and defenses in determining existence and
amount of obligation
§§ 567-586.
- *Connecticut Family Law Citations: A Reference Guide to
Connecticut Family Law Decisions*, by Monika D. Young,
LexisNexis, 2021.
 - Chapter 8. Alimony
 - § 8.03 Factors and Evidence Considered by Court

ENCYCLOPEDIAS:

Encyclopedias and
ALRs are available in
print at some law
library locations and
accessible online at
all law library
locations.

Online databases are
available for
in-library use.
Remote access is not
available.

- 24A *Am. Jur. 2d Divorce and Separation*, Thomson West, 2018
(Also available on Westlaw).
 - III. Spousal Support; Alimony and Other Allowances
 - B. Temporary Alimony
 - 2. Circumstances affecting right to allowance
§§ 583-586
 - 5. Amount of allowance §§ 595-599
 - 6. Modification of award §§ 600-601
 - D. Permanent alimony
 - 3. Determining right and amount of permanent alimony
 - A. In general §§664-666
 - B. Factors or circumstances determining permanent
alimony §§ 667-674
 - C. Procedure for determining permanent alimony §§ 675-
678
 - 4. Term or duration of permanent alimony §§ 679-684
 - 5. Award of permanent alimony after divorce or separation
§§ 685-689
 - 6. Judgment or decree of permanent alimony §§ 690-692
 - 7. Modification of permanent alimony
 - A. In general §§ 693-696
 - B. Grounds for modification of permanent alimony §§ 697-
706
 - C. Procedure for modification of permanent alimony §§
707-710
 - 8. Retrospective termination or modification of permanent
alimony § 711
- 27B *C.J.S. Divorce*, Thomson West, 2016 (also available on
Westlaw).
 - V. Alimony, Maintenance and Support and Other Allowances,
Generally

- A. Introduction; general considerations
 - 1. Overview of alimony §§ 500-502
 - 2. Classifications and distinctions §§ 503-507
 - § 503. Classification of types of alimony, generally; distinctions
 - § 504. Temporary alimony
 - § 505. Permanent alimony
 - § 506. Alimony and property rights
 - § 507. Reimbursement alimony
 - 3. Jurisdiction and power of courts §§ 508-510
 - B. Temporary alimony
 - 1. In general §§ 511-515
 - 2. Circumstances affecting allowance §§ 516-526
 - 3. Defenses and objections §§ 527-529
 - 4. Temporary alimony allowance
 - A. In general §§530-536
 - B. Amount of temporary allowance §§ 537-541
 - D. Permanent alimony and maintenance payable after divorce or dissolution of marriage
 - 1. In general §§ 592-599
 - 2. Duration of allowance §§ 600-609
 - 3. Circumstances affecting allowance
 - A. In general; factors considered §§ 610-617
 - B. Circumstances involving payor §§ 618-622
 - C. Circumstances involving recipient §§ 623-630
 - D. Stipulations and agreements §§ 631-638
 - 4. Manner of making allowance
 - A. In general §§ 639-641
 - B. Periodic payments or gross sum §§ 642-647
 - C. Award of Property
 - § 648. Power to award property as, or in lieu of, alimony
 - § 649. Where appropriate
 - 5. Amount of allowance §§ 650-651
 - 6. Modification or vacation of allowance
 - A. In general §§ 652-655
 - B. Power to modify or vacate §§ 656-675
 - C. Circumstances affecting modification or vacation
 - (1) In general §§ 676-686
 - (2) Change in financial status of parties §§ 687-695
- ***Wife's Ability to Support Herself*, 2 POF 2d 99 (1974).**
 - I. Background
 - § 1. In general; scope
 - § 2. Ability existing during marriage
 - § 3. Ability existing upon or after divorce
 - § 4. Burden of proving ability
 - II. Proof of Former Wife's Independent Means of Support**
 - A. Elements of Proof
 - § 5. Guide and checklist
 - B. Testimony of Former Wife
 - § 6. Earning of income from employment
 - § 7. Increase in income from employment
 - § 8. Possession of substantial bank accounts

- § 9. Interest in income-producing real property
- § 10. Ownership of valuable personal property
- § 11. Investment in securities
- § 12. Receipt of inheritance
- § 13. Status as beneficiary of trust
- § 14. Small number of debts

II. Proof of Former Wife's Ability to Earn Own Support

A. Elements of Proof

- § 15. Guide and checklist

B. Testimony of Former Wife

- § 16. Lack of serious effort to find employment
- § 17. High level of education
- § 18. Vocational training
- § 19. Employment prior to marriage
- § 20. Age conducive to employment
- § 21. Good health
- § 22. Abundance of free time

- *Spousal Support on Termination of Marriage, 32 POF 2d 439 (1982).*

I. Background

- § 1. Introduction; scope
- § 2. Right to support, generally
- § 3. -Misconduct of parties
- § 4. Amount of Award
- § 5. -Financial abilities of parties
- § 6. -Needs of parties
- § 7. -Ability of wife to support herself; rehabilitative support
- § 8. -Earning capacity and prospects of husband
- § 9. Use of discovery

II. Proof of Right to Spousal Support and Factors Affecting Amount of Support

A. Elements of Proof

- § 10. Guide and checklist

B. Testimony of Spouse Seeking Support

- § 11. Marriages and children
- § 12. Age and health
- § 13. Education and employment history
- § 14. Employment history and salary of supporting spouse
- § 15. Ownership of realty
- § 16. Bank accounts and cash
- § 17. Personal property and debts of spouse seeking support
- § 18. Personal property of supporting spouse
- § 19. Intangible property
- § 20. Monthly income and regular expenses
- § 21. Medical expenses
- § 22. Misconduct of supporting spouse
- § 23. Misconduct of supporting spouse

C. Testimony of Corroborating Witness

§ 24. Misconduct of supporting spouse

TEXTS &
TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).

Chapter 33. Alimony in General

- § 33:4 Factors for consideration
- § 33:5 Length of the marriage
- § 33:6 Causes for the dissolution
- § 33:7 Age of the parties
- § 33:8 Health of the parties
- § 33:9 Station of the parties
- § 33:10 Occupation
- § 33:11 Amount and sources of income
- § 33:12 Vocational skills and employability of the parties
- § 33:13 Estates of the parties
- § 33:14 Liabilities and needs of the parties
- § 33:15 Property division
- § 33:16 Desirability of custodial parent securing employment
- § 33:17 Other factors considered

- Barbara Kahn Stark, *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce*, 2d ed., LawFirst Publishing, (2003).

Chapter 11 Alimony

- *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.

Chapter 5. Alimony

Part II: Evaluating the Alimony Statutory Factors

- § 5.03 CHECKLIST: Evaluation the Alimony Statutory Factors
- § 5.04 Understanding alimony – jurisdiction and overview
- § 5.05 Determining the length of the marriage
- § 5.06 Considering the causes for the dissolution of the marriage
- § 5.07 Determining health
- § 5.08 Establishing the age of the parties
- § 5.09 Determining the amount and sources of income
- § 5.10 Assessing the occupation, vocational skills, education, and employability of each party
- § 5.11 Establishing needs, station in life, and estate of each party
- § 5.12 Determining the need for caretaking of the minor child

- *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect*, Renee C. Bauer, Addicus Books, 2014.

Chapter 10. Alimony

- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, Massachusetts Continuing Legal Education, 2013, with 2018 supplement.
 - Chapter 6. Alimony
 - § 6.2 Determination of Alimony at Time of Divorce
 - § 6.4 Lifestyle
 - § 6.5 Earning Capacity
- *3 Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2021 (also available on Lexis Advance).
 - Chapter 35. Permanent Spousal Support

Table 1: Statutory Factors in Awarding Alimony

Statutory Factors in Awarding Alimony		
Factors	Rutkin*	Truax**
Length of the marriage	§ 33.5	§ 5.05
Causes for the dissolution	§ 33.6	§ 5.06
Age of the parties	§ 33.7	§ 5.08
Health of the parties	§ 33.8	§ 5.07
Station of the parties	§ 33.9	§ 5.11
Occupation	§ 33.10	§ 5.10
Amount and sources of income	§ 33.11	§ 5.09
Vocation skills and employability of the parties	§ 33.12	§ 5.10
Estates of the parties	§ 33.13	§ 5.11
Liabilities and needs of each of the parties	§ 33.14	§ 5.11
Desirability of custodial parent securing employment	§ 33.16	§ 5.12

*8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).

** *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.

Section 4: Enforcing Alimony

A Guide to Resources in the Law Library

- SCOPE:** Bibliographic resources relating to procedures for enforcing alimony in Connecticut including defenses.
- SEE ALSO:**
- [Enforcement of Family and Foreign Matrimonial Judgments in Connecticut](#)
 - [Modification of Judgments in Family Matters](#) (Section 1: Modification of Alimony)
 - [Motion for Clarification](#)
- DEFINITION:**
- Clear and convincing: “`Clear and convincing proof is a demanding standard denot[ing] a degree of belief that lies between the belief that is required to find the truth or existence of the [fact in issue] in an ordinary civil action and the belief that is required to find guilt in a criminal prosecution.... [The burden] is sustained if evidence induces in the mind of the trier a reasonable belief that the facts asserted are highly probably true, that the probability that they are true or exist is substantially greater than the probability that **they are false or do not exist.**’ (Internal quotation marks omitted.) [In re Justice V.](#), 111 Conn. App. 500, 513, 959 A.2d 1063 (2008), cert. denied, 290 Conn. 911, 964 A.2d 545 (2009).” [In re Carla C.](#), 167 Conn. App. 248, 258, 143 A.3d 677 (2016).
 - Contempt: “is a disobedience to the rules and orders of a court which has power to punish for such an offense A civil contempt is one in which the conduct constituting the contempt is directed against some civil right of an opposing party and the proceeding **is initiated by him.**” (Emphasis added.) [Stoner v. Stoner](#), 163 Conn. 345, 359, 307 A.2d 146 (1972).
 - Court Order Must Be Obeyed: “. . . **an order entered by a court with proper jurisdiction `must be obeyed by the parties until it is reversed by orderly and proper proceedings.**’ (Internal quotation marks omitted.) [[Cologne v. Westfarms Associates](#), 197 Conn. 141, 145, 496 A.2d 476 (1985)] Id. We noted that a party has a duty to obey a court order **‘however erroneous the action of the court may be. . . .’** (Internal quotation marks omitted.) Id. We registered our **agreement with the ‘long-standing rule that a contempt proceeding does not open to reconsideration the legal or factual basis of the order alleged to have been disobeyed. . . .’** (Internal quotation marks omitted.) Id., 148. Finally, we **emphasized that ‘court orders must be obeyed; there is no privilege to disobey a court’s order because the alleged**

contemnor believes that it is invalid.” [Mulholland v. Mulholland](#), 229 Conn. 643, 649, 643 A.2d 246 (1994).

- Motion For Clarification: “. . . **we conclude that where** there is an ambiguous term in a judgment, a party must seek a clarification upon motion rather than resort to self-help.” [Sablosky v. Sablosky](#), 258 Conn. 713, 720, 784 A.2d 890 (2001).
- Standard of review in family matters: “**The standard of review in family matters is well settled. An appellate court will not disturb a trial court’s orders in domestic relations cases** unless the court has abused its discretion or it is found that it could not reasonably conclude as it did, based on the facts presented. . . . In determining whether a trial court has abused its broad discretion in domestic relations matters, we allow every reasonable presumption in favor of the correctness of its action. . . . Appellate review **of a trial court’s findings of fact is governed by the clearly erroneous standard of review. The trial court’s findings are binding upon this court unless they are clearly erroneous in light of the evidence and the pleadings in the record as a whole. . . . A finding of fact is clearly erroneous when there is no evidence in the record to support it . . . or when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed. . . . Therefore, to conclude that the trial court abused its discretion, we must find that the court either incorrectly applied the law or could not reasonably conclude as it did.”** (Internal quotation marks omitted.) [Emerick v. Emerick](#), 170 Conn. App. 368, 378, 154 A.3d 1069, cert. denied, 327 Conn. 922, 171 A.3d 60 (2017).” [Boreen v. Boreen](#), 192 Conn. 303, 309, 217 A.3d 1040 (2019).
- Standard Of Appellate Review: “A finding of contempt is a question of fact, and our standard of review is to determine whether the court abused its discretion in failing to find that the actions or inactions of the [party] were in contempt of a court order. . . . To constitute contempt, a party’s conduct must be wilful. . . . Noncompliance alone will not support a judgment of contempt.” (Citation omitted; internal quotation marks omitted.) [Priat v. Priat](#), 67 Conn. App. 7, 14, 787 A.2d 50 (2001).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

- Conn. Gen. Stat.
Chapter 815j ([2022 Supplement](#))
[§ 46b-82](#). Alimony.
- Chapter 816 ([2022 Supplement](#))
[§ 46b-215](#). Relatives obliged to furnish support. Attorney General and attorney for town as parties. Orders.

Chapter 946 ([2022 Supplement](#))
[§ 53-304](#). Nonsupport. Support orders and agreements. Administration of oaths by family relations counselors and support enforcement officers.

[Chapter 817](#). Uniform Interstate Family Support Act.

COURT RULES:

Amendments to the Practice Book are published in the [Connecticut Law Journal](#) and posted [online](#).

- Connecticut Practice Book (2022)
[Chapter 25](#) Superior Court—Procedure in family matters
[§ 25-27](#). Motion for contempt

FORMS:

- [Filing a Motion for Contempt - Connecticut Judicial Branch](#)
- MacNamara, Welsh, and George, editors. *Library of Connecticut Family Law Forms*, 2d ed., Connecticut Law Tribune, 2014.
5-035 Motion for Contempt Re: Unallocated Alimony and Support (Pendente Lite)
16-000 Commentary – Post Judgment Pleadings, p. 542
16-007 Motion for Contempt Re: Alimony Payments
- *8 Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Chapter 34. Enforcement of alimony and child support
§ 34:9 Schedule for production at hearing--Form

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [III v. Manzo-III](#), 210 Conn. App. 364, ___ A.3d ___ (2022). “In this postdissolution matter, the plaintiff, Charles III, appeals from the judgment of the trial court finding him in contempt and subsequently awarding interest and attorney’s fees to the defendant, Ellen Manzo-III. On appeal, the plaintiff claims that the court improperly... (5) by virtue of its scheduling order, limited his defense at the contempt hearing and the attorney’s fees hearing. We agree with the plaintiff’s fifth claim and reverse the judgments of the court and remand the case for a new contempt hearing. (p. 365)

“We begin our analysis by considering the plaintiff’s claim that, by means of its scheduling order, the court improperly limited his defense at the contempt hearing.³ Our resolution of this claim is dispositive of the appeal. The plaintiff couches the present claim in terms of the trial court having abused its discretion by terminating the hearing before he had a fair opportunity to present his defense. The plaintiff argues that the consequence of the court’s abuse of its discretion was that he was deprived of his right to present his defense. We are persuaded that the plaintiff adequately preserved the present claim by means of repeated objections to the court’s order by

the plaintiff's counsel. We also conclude that the court's discretionary rulings were harmful and that a new contempt hearing is warranted." (p. 372)

"Specifically, the plaintiff argues that, '[a]s a result of the trial court's [scheduling] order [that limited the contempt hearing to five days], [he] was forced to condense his case into less than one day after the [defendant] tried her case over four days. The [defendant] had unfettered discretion to craft her presentation in a manner she saw fit to best support her claims. [He] was not afforded the same opportunity.' According to the plaintiff, '[g]iven the heightened evidentiary standards and rigorous due process requirements for indirect civil contempt proceedings . . . the trial court's limitation of the [plaintiff's] case constitutes reversible error.' (Citation omitted; internal quotation marks omitted.) The plaintiff also argues that the court (1) 'erred in limiting [his] presentation of his defense at the contempt hearing,' (2) 'erred when it prohibited [him] from cross-examining witnesses and otherwise limited [him] from presenting his case and perfecting the record,' and (3) that, 'in the aggregate, the . . . court's procedural irregularities and rulings constitute an impermissible departure from the . . . court's proper role as a neutral arbiter of disputes raised by the parties.'"

- [Mecartney v. Mecartney](#), 206 Conn. App. 243, 259 A. 3d 1205 (2021). "The plaintiff, David L. Mecartney, appeals from the orders of the trial court entered following a hearing on the amended postjudgment motion for contempt filed by the defendant, Caroline L. Mecartney, related to the plaintiff's failure to maintain adequate life insurance. Specifically, the plaintiff argues that the trial court (1) erred in concluding that the insurance premium cost limitation of \$3500 per year was eliminated when the court amended the required amount of insurance in 2008,....We agree with the trial court that the insurance cost limitation was eliminated when the total amount of required insurance was amended, and we conclude that because the plaintiff now has adequate insurance in place, his second and third claims are moot. Accordingly, we affirm the orders of the trial court." (p. 245)

"On June 28, 2007, the trial court, Hon. Sidney Axelrod, judge trial referee, entered an order following a hearing on the defendant's motion to modify alimony and child support. As part of her motion, the defendant requested that the plaintiff's life insurance obligation be increased in light of her request for an increase in alimony. The court, in its order, increased unallocated alimony..., but it denied the defendant's request that the plaintiff be required to increase the amount of life insurance to secure his obligation to the defendant. Following the defendant's amended motion for a 'second look' prior to the scheduled expiration of the term of alimony, on November 18, 2008, the court, Hon. Sidney Axelrod, judge trial referee,

ordered that the plaintiff's life insurance coverage be increased from \$900,000 to \$1.8 million...." (p. 246)

"At the hearing on the motion for contempt, the plaintiff argued that he was not in contempt of court because the cost to renew his \$5 million insurance policy would have been \$65,850, and the separation agreement required him to pay only \$3500 for life insurance. The court rejected that argument in its June 14, 2019 memorandum of decision, stating that "[t]he court finds that the plaintiff's argument that he believed that he was only under a court order to provide \$3500 of life insurance is not credible. The order of this court on November 18, 2008, did not include the \$3500 limitation. The plaintiff's interpretation of the court order of November 18, 2008, was not reasonable and was not made in good faith." (p. 249)

- [Bouffard v. Lewis](#), 203 Conn. App. 116, 121, 247 A.3d 667 (2021). "In the present case, the court addressed a motion for contempt for failure to pay *periodic* alimony and child support. In doing so, the court simply calculated the amount of past due periodic alimony and child support that the defendant failed to pay and made a factual finding of the amount of periodic alimony and child support the defendant owed in arrearage. The court then ordered that arrearage to be paid in a lump sum amount. Unlike in [Lowe](#), the lump sum order in the present case was not a new order, but, rather, a calculation of past, unpaid periodic alimony and child support. Therefore, we conclude that the March 4, 2020 orders are not automatically stayed pursuant to Practice Book § 61-11(c).

In addition to her argument that alimony and support orders are not automatically stayed, the plaintiff asserts that there was no automatic stay of execution of the trial court's March 4, 2020 orders requiring the defendant to make payments for past due alimony and child support and the plaintiff's attorney's fees because the trial court issued those orders in connection with a judgment finding the defendant in contempt. We agree."

- [Casiraghi v. Casiraghi](#), 200 Conn. App. 771, 791, 241 A.3d 717 (2020). "A party's inability to pay in accordance with a court order is a proper defense to a motion for contempt; see [Afkari-Ahmadi v. Fotovat-Ahmadi](#), supra, 294 Conn. at 397, 985 A.2d 319 (2009); and the plaintiff met his burden of both raising that defense and presenting evidence supporting it—evidence that was at least in part credited by the trial court. It was an abuse of discretion for the court not to have considered the issue of the plaintiff's ability to pay or to have rejected that defense out of hand before finding that the plaintiff's failure to meet his financial obligations to the defendant was wilful. Because the court's finding of wilfulness stands in direct contradiction to the facts found by the court

related to the plaintiff's ability to pay, we are left with the definite and firm conviction that the finding is clearly erroneous and, thus, cannot stand. Accordingly, we remand for a new hearing at which his defense may be duly considered by the court. Furthermore, because the plaintiff's ability to pay is a fact that also should have been considered by the court in constructing its remedial orders, we necessarily must also reverse those orders.

This decision should not be read as countenancing the plaintiff's decision to engage in self-help by unilaterally reducing his payments to the defendant prior to seeking modification or as taking any position on whether, in fact, the plaintiff has the ability to meet the substantial financial obligations to which he agreed, which agreement also included strictly limiting his rights to seek modification. Nevertheless, because the only evidence presented and relied on by the court in its decision supports the plaintiff's argument that he was unable to continue to pay in full his unallocated support payments and other financial obligations, and the trial court failed to reconcile its findings regarding the plaintiff's income with its determination that the plaintiff's failure to pay the defendant was wilful, we conclude that the trial court improperly found him in contempt and granted the **defendant's motions."**

- [Marshall v. Marshall](#), 200 Conn. App. 688, 719, 241 A.3d 189 (2020). "We disagree that the court, in adjudicating the matter on remand, impermissibly permitted retroactive modification of alimony. A review of the court's memorandum of decision reveals that, for the years 2008 through 2011, it first found the plaintiff's income and then determined his alimony obligation. Following its determination of his alimony obligation, the court then calculated the overpayment or underpayment for each year. The court did not engage in a modification of alimony but rather interpreted and effectuated the alimony provision of the agreement, as it was directed to do by this court's remand order.¹⁴ Separately, the court found that the plaintiff had established a substantial change in circumstances, and it modified his alimony obligation, reducing it to zero, retroactive to September 1, 2011. Because the plaintiff's motion to modify was served on the defendant on August 31, 2011, the court's alimony modification retroactive to September 1, 2011, did not violate § 46b-86. Accordingly, the record does not show an improper retroactive modification of alimony."
- [Nancy Giordano v. Ray Giordano](#), 200 Conn. App. 130, 238 A.3d 113 (2020). "In its memorandum of decision, the court found the defendant in contempt for wilfully violating the separation agreement's provisions relating to alimony." (p. 147)

"Also in its memorandum of decision... the court expressed its view that the agreement was ambiguous as to whether the supplemental pension was considered employment related income for purposes of its inclusion in the alimony pool....The court's determination that the provision at issue was ambiguous, with which we agree, leads to the conclusion that the alimony order was not clear and, therefore, that the defendant's failure to make payments from it could not be considered a wilful violation of an unambiguous order. In the absence of a clear and unambiguous order underpinning the court's finding of contempt, and on the basis of the court's own finding of ambiguity within the alimony order, we conclude that the record does not support the court's conclusion that the defendant's failure to pay the then existing alimony order was wilful, and, therefore, that the standard for a finding of contempt was not satisfied." (p. 149)

- [Cohen v. Cohen](#), 327 Conn. 485, 505, 176 A.3d 92 (2018). "Thus, in the absence of any other change in circumstances, the modification requested by the plaintiff in *Dan* could only have increased her standard of living to a level higher than that contemplated by the original alimony award. In contrast, the plaintiff in the present case was merely attempting to reinstate the percentage provision of the original award, thereby preserving its underlying purpose. Accordingly, we conclude the trial court was not required under *Dan* to presume in the present case that the exclusive purpose of the original alimony award was to allow the plaintiff to continue to enjoy the standard of living that that she enjoyed during the marriage.

The judgment is affirmed."

- [Kraheil v. Czoch](#), 186 Conn. App. 22, 43, 198 A.3d 103 (2018). "Unlike orders for the periodic payment of alimony, the court does not retain continuing jurisdiction over orders of property distribution nor can it expressly reserve jurisdiction with respect to matters involving lump sum alimony or the distribution of property. As our Supreme Court explained in [Smith v. Smith](#), 249 Conn. 265, 273, 752 A.2d 1023 (1999), '[o]n its face, the statutory scheme regarding financial orders appurtenant to dissolution proceedings prohibits the retention of jurisdiction over orders regarding lump sum alimony or the division of the marital estate.... General Statutes § 46b-82 ... provides that the court may order alimony [a]t the time of entering the [divorce] decree.... General Statutes § 46b-86, however, explicitly permits only modifications of any final order[s] for the *periodic payment of permanent alimony* Consequently, the statute confers authority on the trial courts to retain continuing jurisdiction over orders of periodic alimony, but not over lump sum alimony or property distributions pursuant to § 46b-81.'" (Emphasis in original; internal quotation marks omitted.) Moreover, in [Bender v.](#)

[Bender](#), 258 Conn. 733, 761, 785 A.2d 197 (2001), our Supreme Court, albeit in dicta, expressly rejected the practice of reserving jurisdiction over personal property. Cf. [Cunningham v. Cunningham](#), 140 Conn. App. 676, 686, 59 A.3d 874 (2013) (having determined formula for division of assets received by the defendant pursuant to non-qualified plan, court had discretion to retain jurisdiction to effectuate its judgment).”

- [Medeiros v. Medeiros](#), 175 Conn. App. 174, 167 A.3d 967 (2017). **“The defendant’s second claim is that the trial court failed to determine that the evidence establishing its finding of contempt met the required clear and convincing standard of proof. We disagree.”**

“Neither the court’s oral decision nor its written order, both issued on June 3, 2015, indicate what standard of proof the court applied, and the defendant did not seek articulation or reargument of its decision.¹⁸ Consequently, because it is not otherwise clear from the record that an improper standard was applied, we presume that the court applied the clear and convincing evidence standard. Accordingly, we are not persuaded by the defendant’s second claim. (p. 192)

The defendant’s final claim is that the court erred in the imposition of sanctions for his contempt. Specifically, the defendant challenges the propriety of both fines, the ten day order of incarceration, and the award to the plaintiff of attorney’s fees and costs. The plaintiff counters that all of the court’s imposed sanctions were appropriate. We agree with the defendant that the fines imposed were improper but conclude that there are no grounds to reverse any of the other sanctions the court ordered.” (p. 194)

- [O’Brien v. O’Brien](#), 326 Conn. 81, 161 A.3d 1236 (2017). “...[W]e conclude in part I A of this opinion that a trial court possesses inherent authority to make a party whole for harm caused by a violation of a court order, even when the trial court does not find the offending party in contempt. In part I B of this opinion, we conclude that the trial court properly exercised that authority in the present case.” (p. 96)

“Finally, the plaintiff takes issue with the trial court’s award of retroactive alimony. After the remand trial in February, 2014, the trial court ordered the plaintiff to pay alimony to the defendant, and made its order retroactive to the date when the court originally entered the dissolution decree after the original trial in 2009. The total retroactive alimony due under the order was \$646,472, with payment to be made to the defendant no more than forty-five days from the issuance of the order. (p. 119)

The plaintiff does not dispute the trial court's power to award retroactive alimony generally but claims that the award in this case was improper. He argues that the short payment period will require him to pay the arrearage out of his share of the marital assets distributed by the trial court, effectively making it a reduction in his property distribution. Because he must pay the retroactive alimony from his own property distribution, he asserts, the award constitutes improper 'double dipping.' (Internal quotation marks omitted.) We are not persuaded.

The retroactive alimony award was not improper because trial courts are free to consider the marital assets distributed to the party paying alimony as a potential source of alimony payments." (p. 120)

- [Bauer v. Bauer](#), 173 Conn. App. 595, 600, 164 A.3d 796 (2017). "The inability of an obligor to pay court-ordered alimony, without fault on his part, is a good defense to a contempt motion. The burden of proving an inability to pay rests with the obligor. Whether the obligor has established his inability to pay by credible evidence is a question of fact. The obligor must establish that he cannot comply, or was unable to do so. It is then within the sound discretion of the court to deny a claim of contempt when there is an adequate factual basis to explain the failure to pay. [Afkari-Ahmadi v. Fotovat-Ahmadi](#), 294 Conn. 384, 397-98, 985 A.2d 319 (2009)."
- [Brochard v. Brochard](#), 165 Conn. App. 626, 637, 140 A.3d 254, 260 (2016). "Our Supreme Court recently clarified that we should utilize a two step inquiry when analyzing a judgment of contempt: 'First, we must resolve the threshold question of whether the underlying order constituted a court order that was sufficiently clear and unambiguous so as to support a judgment of contempt.... This is a legal inquiry subject to de novo review.... Second, if we conclude that the underlying court order was sufficiently clear and unambiguous, we must then determine whether the trial court abused its discretion in issuing, or refusing to issue, a judgment of contempt, which includes a review of the trial court's determination of whether the violation was wilful or excused by a good faith dispute or misunderstanding.'"
- [Brody v. Brody](#), 315 Conn. 300, 315, 105 A.3d 887 (2015). "We now turn to the defendant's claim that the Appellate Court improperly concluded that Judge Wenzel properly applied a preponderance of the evidence standard of proof to his indirect civil contempt proceeding. The defendant acknowledges that certain Appellate Court cases indicate that civil contempt should be proven by a preponderance of the evidence; e.g., [Gravius v. Klein](#), 123 Conn. App. 743, 749, 3 A.3d 950 (2010); but argues that this court should use the present appeal as an opportunity to hold that civil contempt

must instead be proven by “clear and convincing evidence....” The defendant argues that this heightened standard of proof is appropriate because civil contempt proceedings: (1) are quasi-criminal and carry the threat of incarceration if there is a compliance failure; (2) may have important collateral consequences; and (3) are governed by the clear and convincing evidence standard in a majority of other jurisdictions, including the federal system....The plaintiff goes on to argue that, even if this court does adopt a clear and convincing evidence standard, that heightened standard would be met here. We disagree, and adopt the clear and convincing evidence standard of proof for indirect civil contempt proceedings.”

[Marshall v. Marshall](#), 151 Conn. App. 638, 97 A.3d 1 (2014). “The defendant next claims that the court erred in failing to find the plaintiff in contempt. The trial court found that paragraph 4.4 of the agreement was self-executing, and that the plaintiff was entitled to reduce his alimony and support payments without resort to an order of modification by the court. The court determined, however, that the separation agreement did not provide for the complete cessation of alimony payments in the circumstances, as the plaintiff continued to receive some compensation. The court determined that the plaintiff should have reduced his alimony and support payments to 40 percent of his pretax income, as set forth in paragraph 4.4, and should not have stopped making alimony payments altogether. The court declined to find the plaintiff in wilful contempt.” (p. 649)

“...we discern no basis on which to disturb the court's conclusions regarding contempt. The court's failure to find wilfulness — an issue on which the defendant had the burden of proof — would not logically be altered on remand. Factors such as whether the plaintiff did not have the ability to pay at the time or whether he misunderstood the obligation in good faith would not be different at the time of remand.” (p. 651)

- [Khan v. Hilyer](#), 306 Conn. 205, 213 (2012). “Our conclusion that the contempt order in the present case is a final judgment is further supported by the unique place that family courts hold in this state's jurisprudence. This court has a long history of concluding that, within the context of family matters, orders that would otherwise be considered interlocutory constitute appealable final judgments.”
- [Isham v. Isham](#), 292 Conn. 170, 180, 972 A.2d 228 (2009). “It is well established that a separation agreement that has been incorporated into a dissolution decree and its resulting judgment must be regarded as a contract and construed in accordance with the general principles governing contracts. [Issler v. Issler](#), 250 Conn. 226, 234, 737 A.2d 383 (1999). When construing a contract, we seek to determine the intent

of the parties 'from the language used interpreted *in the light of the situation of the parties and the circumstances connected with the transaction*. . . . [T]he intent of the parties is to be ascertained by a fair and reasonable construction of the written words and . . . the language used must be accorded its common, natural, and ordinary meaning and usage where it can be sensibly applied to the subject matter **of the contract.**' (Emphasis added; internal quotation marks omitted.) *Id.*, 235. 'When only one interpretation of a contract is possible, the court need not look outside the four corners of the contract. . . . Extrinsic evidence is always admissible, however, to explain an ambiguity appearing in the instrument. . . . [Hare v. McClellan](#), 234 Conn. 581, 597, 662 A.2d 1242 (1995).' (Citation omitted; internal quotation marks omitted.) [Poole v. Waterbury](#), *supra*, 266 Conn. 89. 'When the language of a contract is ambiguous, the determination of the parties' **intent is a question of fact.**' (Internal quotation marks omitted.) [O'Connor v. Waterbury](#), 268 Conn. 732, 743, 945 A.2d 936 (2008). When the language is clear and unambiguous, however, the contract must be given effect according to its terms, and the determination of the parties' intent is a question of law. [Issler v. Issler](#), *supra*, 235, 737 A.2d 383.

The threshold determination in the construction of a separation agreement, therefore, is whether, examining the relevant provision in light of the context of the situation, the provision at issue is clear and unambiguous, which is a question of law over which our review is plenary."

- [Fromm v. Fromm](#), 108 Conn. App. 376, 378, 948 A.2d 328 (2008). "Unlike [Bozzi](#), the claimed prejudice in the present case is the fact that the defendant deliberately made it impossible for the plaintiff to comply with his alimony and support obligations. **She also made no 'motion in the Superior Court alleging the plaintiff's wilful failure to pay alimony and child support.'** **The record supports the plaintiff's contention that he changed his position regarding his obligations as a result of her conduct."**
- [Lawrence v. Lawrence](#), 92 Conn. App. 212, 883 A.2d 1260 (2005). "In Connecticut, the general rule is that a court order must be followed until it has been modified or successfully challenged. [Eldridge v. Eldridge](#), 244 Conn. 523, 530, 710 A.2d 757 (1998); [Behrns v. Behrns](#), 80 Conn. App. 286, 289, 835 A.2d 68 (2003), cert. denied, 267 Conn. 914, 840 A.2d 1173 (2004).³ Our Supreme Court repeatedly has advised parties against engaging in 'self-help' and has stressed that an 'order of the court must be obeyed until it has been modified or successfully challenged. ' (Internal quotation marks omitted.) [Sablowsky v. Sablowsky](#), *supra*, 258 Conn. 719; see also [Eldridge v. Eldridge](#), *supra*, 528-32 (good faith belief that party was justified in suspending alimony payment did not

preclude finding of contempt); [Mulholland v. Mulholland](#), 229 Conn. 643, 648-49, 643 A.2d 246 (1994); [Nunez v. Nunez](#), 85 Conn. App. 735, 739-40, 858 A.2d 873 (2004). ” (p. 215)

In light of the defendant's wilful failure to comply with terms of the support order, we cannot conclude that the court abused its discretion in finding him in contempt. The judgment is affirmed. (p. 217)

Footnote 3. “To be sure, some court orders are self-executing, either by their terms or by operation of law, and do not require a subsequent modification. See [Eldridge v. Eldridge](#), supra, 244 Conn. 530. This case, however, does not involve such an order. ” (p. 215)

- [Nunez v. Nunez](#), 85 Conn. App. 735, 739, 858 A.2d 873 (2004). “Furthermore, in the present case, it is undisputed that the defendant failed to pay the ordered alimony and child support and that, as a result, a substantial arrearage accrued. “[A]n order of the court must be obeyed until it has been modified or successfully challenged. . . . [Mulholland v. Mulholland](#), 229 Conn. 643, 649, 643 A.2d 246 (1994) (a party has a duty to obey a court order however erroneous the action of the court may be . . .). [Our Supreme Court has] stated that [t]he fact that [a] plaintiff exercised *self-help* when he was not entitled to **do so . . . by disobeying the court’s order without first seeking a modification was a sufficient basis for the trial court’s contrary exercise of discretion. The court was entitled to determine that to exonerate [that] plaintiff would be an undue inducement to litigants’ exercise of *self-help*.**” (Citations omitted; emphasis in original; internal quotation marks omitted.) [Sablosky v. Sablosky](#), 258 Conn. 713, 719-20, 784 A.2d 890 (2001).”
- [Issler v. Issler](#), 250 Conn. 226, 241, 737 A.2d 383 (1999). “**Now, the plaintiff wants to receive alimony upon this money,** even though she already has received her share of it as part of the property division. This windfall finds no support in either the terms of the agreement or basic principles of equity.

In short, the defendant’s interpretation of the agreement makes sense, and the plaintiff’s interpretation does not. Because the defendant’s actions comported with the only sensible interpretation of the agreement, the trial court improperly found him in contempt of court.

The judgment of the Appellate Court is reversed and the case is remanded to that court with direction to vacate the trial court’s order of contempt and to remand the case to the trial court to recalculate the defendant’s alimony obligation consistent with this opinion.”

- [Issler v. Issler](#), 50 Conn. App. 58, 65, 716 A.2d 938 (1998). "...an equivocal court order will not support a finding of contempt...."
- [Eldridge v. Eldridge](#), 244 Conn. 523, 529, 710 A.2d 757 (1998). "In order to constitute contempt, a party's conduct must be wilful A good faith dispute on legitimate misunderstanding of the terms of an alimony or support obligation may prevent a finding that the payor's nonpayment was wilful."
- [Bryant v. Bryant](#), 228 Conn. 630, 634, 637 A.2d 1111 (1994). "Before proceeding to the merits of the plaintiff's claims, we address the question we raised sua sponte concerning the appealability of the trial court's contempt finding. Specifically, we consider whether the trial court's contempt order that required the plaintiff to make a partial payment toward the established arrearage and to submit a proposed payment plan constituted a final judgment from which the plaintiff properly appealed to the Appellate Court. We conclude that the order of the trial court was appealable."

"We have recognized that some orders, however, are not readily classifiable as either final or interlocutory. *Id.*, 753; [E.J. Hansen Elevator, Inc. v. Stoll](#), *supra*, 627. "To evaluate those orders that lie in the 'gray area,' we have in recent years relied on the standard articulated in [State v. Curcio](#), 191 Conn. 27, 463 A.2d 566 (1983). That standard permits the immediate [appeal] of an order ` in two circumstances: (1) where the order or action terminates a separate and distinct proceeding, or (2) where the order or action so concludes the rights of the parties that further proceedings cannot affect them.' *Id.*, 31; [Success Centers, Inc. v. Huntington Learning Centers, Inc.](#), 223 Conn. 761, 769, 613 A.2d 1320 (1992)."
[Madigan v. Madigan](#), *supra*, 753." (p. 635)

"Upon reconsideration of the appealability of a civil contempt finding based upon an arrearage determined by the court resulting from the contemnor's failure to make payments under a dissolution decree, we are persuaded that such a finding is a final judgment for purposes of appeal.⁴ Although a finding of *criminal* contempt generally is not appealable until a sanction or punishment has been imposed; [In re Dodson](#), 214 Conn. 344, 361, 572 A.2d 328, cert. denied, 498 U.S. 896, 111 S. Ct. 247, 112 L. Ed.2d 205 (1990); [State v. Curcio](#), *supra*, 31; we do not believe that the same considerations apply in the context of a civil contempt finding where, as here, the contempt finding is premised upon a determination of the contemnor's financial obligations under a dissolution decree. In such circumstances, the civil contempt finding so substantially resolves the rights and duties of the parties that further proceedings relating to the judgment of contempt cannot affect them. See *State v. Curcio*, *supra*; see also

Madigan v. Madigan, supra (order for temporary custody constitutes final judgment for appeal purposes); [Hiss v. Hiss](#), 135 Conn. 333, 336, 64 A.2d 173 (1949) (order for temporary alimony and child support immediately appealable). We conclude, therefore, that a civil contempt finding based upon the determination of an arrearage under a dissolution decree is an appealable final order,⁵ and that the Appellate Court had jurisdiction over the plaintiff's appeal." (p. 637)

- [Perry v. Perry](#), 222 Conn. 799, 805, 611 A.2d 400 (1992). "inability to pay an order is a defense to a charge of contempt however, . . . the defendant has the burden of proof on this issue"
- [Papcun v. Papcun](#), 181 Conn. 618, 620, 436 A.2d 608 (1980). "The defendant's contention that the plaintiff is barred by laches from collecting the arrearage is also unpersuasive. 'Laches consists of two elements. "First, there must have been a delay that was inexcusable, and, second, that delay must have prejudiced the defendant.'" [Kurzatkowski v. Kurzatkowski](#), 142 Conn. 680, 685, 116 A.2d 906 (1955); *Kievman v. Grevers*, 122 Conn. 406, 411, 189 A. 609 (1937); 27 Am. Jur. 2d, Equity § 152. The mere lapse of time does not constitute laches; [Finucane v. Hayden](#), 86 Idaho 199, 206, 384 P.2d 236 (1963); 27 Am. Jur. 2d, Equity § 163; unless it results in prejudice to the defendant; see [Leary v. Stylarama of New Haven, Inc.](#), 174 Conn. 217, 219, 384 A.2d 377 (1978); [Bianco v. Darien](#), 157 Conn. 548, 556, 254 A.2d 898 (1969); as where, for example, the defendant is led to change his position with respect to the matter in question. [Pukas v. Pukas](#), 104 R.I. 542, 545-46, 247 A.2d 427 (1968). [Bozzi v. Bozzi](#), 177 Conn. 232, 239, 413 A.2d 834 (1979).

A conclusion that a plaintiff has been guilty of laches is one of fact for the trier and not one that can be made by this court, unless the subordinate facts found make such a conclusion inevitable as a matter of law. *Bozzi v. Bozzi*, supra, 240. Although the defendant claims that he was prejudiced in that he remarried and incurred debts for the purchase of land, a truck, furniture and a boat in reliance on the plaintiff's failure to collect the court-ordered periodic payments, the court found that it was not the plaintiff's inactivity which led him to change his position. The defendant has not presented to this court facts which would make a conclusion that the plaintiff was guilty of laches inevitable as a matter of law.

To further support his claim, the defendant attempts to invoke the doctrine of equitable estoppel in that the plaintiff was precluded from asserting her claims for alimony and support payments. "There are two essential elements to an estoppel—the party must do or say something that is intended or calculated to induce another to believe in the existence of certain facts and to act upon that belief; and the other party,

influenced thereby, must actually change his position or do some act to his injury which he otherwise would not have done.” [Spear-Newman, Inc. v. Modern Floors Corporation](#), 149 Conn. 88, 91, 175 A.2d 565 (1961). The trial court found that the defendant had not changed his position in reliance on the plaintiff’s nonenforcement of the orders of alimony and support. In the absence of prejudice, estoppel does not exist. The trial court also found that there is nothing in the record to indicate that the defendant did some act to his injury which he otherwise would not have done, which act was induced by any representations by the plaintiff. We cannot say that the trial judge was in error.”

WEST KEY NUMBERS:

- *Divorce*
 - V. Spousal Support, Allowances, and Disposition of Property
 - 500-1349
 - (F) Enforcement of judgment or decree in general
 - 1000-1099
 - (G) Contempt
 - 1100-1129
- **West’s Connecticut Digest**
 - V. Spousal Support, Allowances, and Disposition of Property
 - (F) Enforcement of judgment or decree in general
 - 1000-1099
 - (G) Contempt
 - 1100-1129
- **Dowling’s Digest** *Dissolution of marriage*
 - § 18 Enforcement; Termination
- *Connecticut Family Law Citations: A Reference Guide to Connecticut Family Law Decisions*, by Monika D. Young, LexisNexis, 2021.
 - Chapter 8. Alimony
 - § 8.04[1] Arrearages Generally
 - § 8.04[2] Contempt
 - § 8.04[3] Defenses
 - Chapter 12. Enforcement of Orders
 - § 12.02 Enforcement of Alimony and Child Support Order

DIGESTS:

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d* Divorce and Separation, Thomson West, 2018 (Also available on Westlaw).
 - III. Spousal Support; Alimony and Other Allowances
 - F. Enforcement of Judgment, Decree, or Order; Provisional Remedies
 - 1. In general
 - A. General considerations §§ 718-728
 - B. Limitation of actions; laches; acquiescence §§ 729-733
 - 2. What property may be reached
 - A. In general §§ 734-742

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- B. Trust interest of obligor §§ 743-747
- 3. Security for payment §§ 748-752
- 4. Lien of judgment or decree
 - A. In general §§ 753-759
 - B. Property subject to lien §§ 760-761
- 5. Provisional remedies and ne exeat
 - A. In general §§ 762-766
 - B. Injunctions and restraining orders §§ 767-771
 - C. Writ of ne exeat §§ 772-774
- 6. Contempt proceedings §§ 775-790

- 27B *C.J.S. Divorce*, Thomson West, 2016 (Also available on Westlaw).
 - V. Alimony, Maintenance and Support and Other Allowances, Generally
 - G. Enforcement of order or decree
 - 1. In General §§ 743-751
 - 2. Enforcement remedies
 - A. In general §§ 752-758
 - B. Sanction of contempt proceeding in action for divorce
 - (1) in General §§ 759-763.
 - (2) Prerequisites, determination, and defenses in contempt proceedings §§ 764-767.
 - (3) Judicial contempt powers §§ 768-774.
 - (4) Contempt proceedings §§ 775-789.
 - C. Execution §§ 790-798.
 - D. Fraudulent conveyances
 - (1) in General §§ 799-801.
 - (2) Proceedings §§ 802-805
 - E. Injunction §§ 806-809
 - F. Lien of decree and enforcement §§ 810-813.

TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
 - Chapter 32. Temporary Alimony
 - § 32:9 Enforcement
 - Chapter 33. Alimony in general
 - § 33:32 Effect of alimony award on existing arrearage
 - Chapter 34. Enforcement of alimony and child support provisions of judgment
 - § 34:1 In general
 - § 34:2 Parties
 - § 34:3 Jurisdiction for enforcement
 - § 34:4 Contempt proceedings
 - § 34:5 Contempt procedure
 - § 34:8 Hearing
 - § 34:10 Necessity of counsel in contempt proceedings
 - § 34:11 Excuse or defense to contempt claim
 - § 34:12 Inability to comply

- § 34: 13 Irregularities or uncertainties as to terms of original order
- § 34: 14 Laches and/or estoppel as a defense to contempt
- § 34: 15 Estoppel—in-kind payments or other modifications
- § 34: 16 Misconduct by the complaining party
- § 34: 17 Contempt penalties and terms of payment
- § 34: 18 Contempt penalties—incarceration
- § 34: 19 Criminal action based on nonpayment of alimony or child support
- § 34: 20 Enforcement of alimony or support obligation against property
- § 34: 21 Receivership
- § 34: 22 Garnishment or income withholding
- § 34: 23 Voluntary income withholding
- § 34: 24 Court-ordered income withholding
- § 34: 25 Income withholding based on delinquency
- § 34: 26 Priorities and exemptions associated with income withholding
- § 34: 27 Employer obligations associated with income withholding
- § 34: 28 Limitations of income withholding
- § 34: 29 Payment through support enforcement office
- § 34: 30 Withholding tax refunds
- § 34: 31 Other federal remedies
- § 34: 32 Writ of ne exeat
- § 34: 33 Security for performance
- § 34: 34 Claims for interest and/or damages
- § 34: 35 Effect of pending claim for modification
- § 34: 36 Effect of pending appeal

- *LexisNexis Practice Guide: Connecticut Family Law, 2022* edition, Louise Truax, editor, LexisNexis.
 - Chapter 17. Enforcement of Orders
 - Part I: Strategy
 - Part II: Filing Motions for Contempt
 - § 17:03 Checklist: Filing Motions for Contempt
 - Part III: Asserting Defenses to a Motion for Contempt
 - § 17.11 Checklist: Asserting Defenses to a Motion for Contempt
 - Part IV: Determining General Relief that may be sought in a Motion for Contempt
 - §§ 17.19 Checklist: Determining General Relief that may be sought in a Motion for Contempt
 - § 17.20 Seeking an award of counsel fees
 - § 17.21 Incarcerating the party held in contempt
 - § 17.22 Assessing interest
 - § 17.23 Enforcing a judgment through a separate civil action

Part V: Crafting Orders to Enforce Alimony and Child Support

§ 17.24 CHECKLIST: Crafting Orders to Enforce Alimony and Child Support

- 3 *Connecticut Practice Series: Civil Practice Forms*, 4th ed., Joel M. Kaye and Wayne D. Efron, 2004, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Authors' Comments following Form 506.2, Motion for Contempt Pendente Lite [Post-Judgment]
- *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect*, Renee C. Bauer, Addicus Books, 2014.
Chapter 10. Alimony
- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, Massachusetts Continuing Legal Education, 2013, with 2018 supplement.
Chapter 17. Contempt
- 4 *Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2021 (also available on Lexis Advance).
Chapter 47. Enforcement of Court Orders

LAW REVIEWS:

- Leal, Manuel D. *Why there is disobedience of court orders: Contempt of court and neuroeconomics*. 26 *QLR* 1015 (2008).
- C. Forzani and B.G. Jenkins, *Enforcement Of Alimony Orders*, 4 *Connecticut Family Lawyer* 25, 28-30 (Fall 1989).

Section 5: Alimony and a Nonresident Party

A Guide to Resources in the Law Library

SCOPE: Bibliographic resources relating to alimony and a nonresident party including enforcement of alimony decree from another state in Connecticut

DEFINITIONS:

- Spousal-support order: "means a support order for a spouse or former spouse of the obligor." **Conn. Gen. Stat. § 46b-302** (2021).
- Long Arm Statute: "The court may exercise personal jurisdiction over the nonresident party as to all matters concerning temporary or permanent alimony or support of children, only if: (1) The nonresident party has received actual notice under subsection (a) of this section; and (2) the party requesting alimony meets the residency requirement of section 46b-44." **Conn. Gen. Stat. § 46b-46(b)** (2021).
- Personal jurisdiction: "**The determination of personal jurisdiction** requires a two-fold approach. First, the court must determine whether the statutory requirements for service of process on a nonresident defendant, pursuant to § 46b-46, were satisfied. Second, whether the exercise of personal jurisdiction complies with the due process clause of **the fourteenth amendment.**" *Reza v. Leyasi*, Superior Court, Judicial District of New Haven, Docket No. FA-02-0463536-S (May 24, 2004) (2004 WL 1327865) (2004 Conn. Super. LEXIS 1460).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2021)
 - [Chapter 815j](#). Dissolution of marriage, legal separation and annulment ([2022 Supplement](#))
 - § [46b-44](#). Residency requirement
 - § [46b-44\(d\)](#). For the purposes of this section, any person who has served or is serving with the armed forces, as defined in section 27-103, or the merchant marine, and who was a resident of this state at the time of his or her entry shall be deemed to have continuously resided in this state during the time he or she has served or is serving with the armed forces or merchant marine.
 - § [46b-46](#). Notice to nonresident party. Jurisdiction over nonresident for alimony. ["**Long arm statute**"]
 - § [46b-82](#). Alimony
- [Chapter 817](#). Uniform Interstate Family Support Act
 - § [46b-311](#). Bases for jurisdiction over nonresident

[Chapter 896](#). Civil Process, Service and Time for Return
§ [52-59b](#). Jurisdiction of courts over nonresident individuals, foreign partnerships and foreign voluntary associations. Service of process.

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the [Connecticut Law Journal](#) and posted [online](#).

- Connecticut Practice Book (2022)
[Chapter 25](#). Superior Court—Procedure in family matters
§ [25-28](#). Order of Notice
§ [25-29](#). Notice of orders for support or alimony
§ [25-30](#). Statements to be filed

FORMS:

- [Motion for Order of Notice in Family Cases](#), JD-FM-167, Rev. 12-21.
- [Order of Notice in Family Cases](#), JD-FM-168, Rev. 12-21.
- [Motion for Additional Orders of Notice in Family Cases](#), JD-FM-169, Rev. 12-21.

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Cizek v. Cizek](#), Superior Court, Judicial District of Hartford, No. FA-15-6061349-S (Feb. 22, 2016) (2016 WL 1099160) (2016 Conn. Super. LEXIS 398).
“...the defendant filed a motion to dismiss,...alleging that (i) this court lacks subject matter jurisdiction as the plaintiff does not meet the residency requirement under General Statutes §46b-44; (ii) even if the court were to find that the plaintiff meets the residency requirements of §46b-44, the court lacks personal jurisdiction over the defendant, and therefore, to exercise jurisdiction over the defendant would **violate the defendant’s constitutional rights of due process;...**”

“Here, the plaintiff has maintained his residency in the State of Connecticut since his enlistment in the Army. The parties married in St. Lucia, U.S. Virgin Islands. Immediately upon their marriage, they moved to Germany with the Army. They own a home in Germany, but they are not German citizens and may not lawfully stay in Germany after the plaintiff leaves the Army. The Army has discharged the plaintiff and will return the plaintiff to Connecticut, his home state of record. The parties have never lived in any other state of the United States of America as a married couple and they have filed joint taxes in the State of Connecticut. Therefore, since the plaintiff meets the residency requirement under C.G.S. § 46b-44, and since the parties have jointly filed taxes in the State of Connecticut, and no other state has jurisdiction over the parties, the court finds that it has personal jurisdiction of the defendant.”
- [Hornblower v. Hornblower](#), 151 Conn.App. 332, 333, 94 A.3d 1218 (2014). “In this appeal, we must examine the provisions of the Uniform Interstate Family Support Act (UIFSA), General Statutes § 46b-212 et seq. UIFSA, which

has been adopted by all states, including Connecticut, governs the procedures for establishing, enforcing and modifying...spousal support, or alimony, orders,.... See General Statutes §§ 46b-212 to 46b-213w. The parties agree that because the subject alimony order was issued in Connecticut, Connecticut has continuing exclusive subject matter jurisdiction to modify the alimony order pursuant to General Statutes § 46b-212h (f)(1). Their dispute arises from their differing interpretations of other provisions of UIFSA, as adopted in Connecticut, as they bear on the court's personal jurisdiction over the parties, more specifically, the plaintiff, Mildred Hornblower."

- [Cashman v. Cashman](#), 41 Conn. App. 382, 387, 676 A.2d 427 (1996). "Section 46b-46 (b) is a long arm statute applicable to all matters concerning alimony and support, and is not limited to complaints for dissolution, annulment, legal separation and custody. Subsection (b) allows a court to assert personal jurisdiction over a nonresident defendant for judgments that operate in personam and bind the obligor personally; [Beardsley v. Beardsley](#), 144 Conn. 725, 726-27, 137 A.2d 752 (1957); and imposes greater requirements than does subsection (a). In addition to the notice requirements identified in subsection (a), the party requesting alimony must meet the residency requirement of General Statutes § 46b-44 and show that Connecticut was the domicile of both parties immediately prior to or at the **time of their separation.**"
- [Cato v. Cato](#), 226 Conn. 1, 626 A.2d 734 (1993). "The defendant does not challenge the constitutionality of § 46b-46 or suggest that the statutory requirements, if met, do not comport with due process. Rather, the defendant argues that because the statute provides the basis for obtaining jurisdiction, due process requires strict compliance with the methods set forth by the statute. He argues that the statute mandates an order of notice as a condition precedent to actual notice and submits that the plaintiff's failure to comply with this statutory requirement deprived him of his property without due process of law. We conclude that an order of notice under § 46b-46 is permissive, not mandatory, and is not a condition precedent to effective, in-hand service in another state pursuant to § 52-57a, which provides that '[a] person domiciled in or subject to the jurisdiction of the courts of this state ... may be served with process without the state, in the same manner as service is made within the state, by any person authorized to make service by the laws of the state, territory, possession or country in which service is to be made....'" (p. 4)

"We conclude that in a case such as this, where service of process can be accomplished by the most reliable means—that is, in-hand service of process by a process server in

accordance with § 52-57a—an order of notice is not required pursuant to § 46b-46. Accordingly, the service of process issued to the defendant in this case was sufficient to provide the court with jurisdiction over the complaint and the defendant.” (p. 9)

- [Gaudio v. Gaudio](#), 23 Conn. App. 287, 580 A.2d 1212 (1990). “This appeal stems from an action for the dissolution of a marriage and fraudulent conveyance brought by the plaintiff. Arthur Gaudio, the plaintiff’s former husband, was the original defendant (Gaudio). Frank Eannelli was later joined as a defendant in the fraudulent transfer count of the plaintiff’s complaint. Only Eannelli has appealed from the judgment of the trial court.” (p. 288)

“Connecticut courts may assert personal jurisdiction over a nonresident defendant under General Statutes § 52-59b (a) (1), as long as that defendant transacts business within the state. The term ‘**transacts any business**’ has been construed to embrace ‘a single purposeful business transaction.’ [Zartolas v. Nisenfeld](#), 184 Conn. 471, 474, 440 A.2d 157 (1981). In determining whether Eannelli’s contacts constitute the transaction of business within the state, we do not apply a rigid formula but balance considerations of public policy, common sense, and the chronology and geography of the relevant factors. *Id.*, 477. (p. 298)

In light of these standards, we conclude that the trial court was correct in finding that Eannelli had transacted business in Connecticut within the meaning of § 52-59b(a)(1). Testimony at the hearing on Eannelli’s motion to dismiss indicated that he had traveled to Connecticut at least once and that he had reached an oral agreement to purchase the stock of a Connecticut corporation in this state. By purchasing the stock, he purportedly became the sole stockholder of a close corporation the only asset of which was a parcel of commercial real estate in Connecticut. These facts reasonably support the conclusion that Eannelli’s purposeful Connecticut related activity sufficiently brought him within the reach of the applicable long arm statute. See [Hart, Nininger & Campbell Associates, Inc. v. Rogers](#), *supra*, 625.”

- [Krueger v. Krueger](#), 179 Conn. 488, 489, 427 A.2d 400 (1980). “This case raises the question whether a California decree purporting to terminate a modifiable Connecticut alimony decree must be enforced in this state, either under the full faith and credit clause of the United States constitution or as a matter of comity, where the California court acted without first establishing the Connecticut decree as a California judgment. Our short answer to this question is no.”

- [Rose v. Rose](#), 34 Conn. Supp. 221, 223, 385 A.2d 1 (1977).
 “It is undisputed that no alimony or counsel fees can be awarded in this state unless in personam jurisdiction has been acquired. [Robertson v. Robertson](#), 164 Conn. 140, 144; [Beardsley v. Beardsley](#), 144 Conn. 725, 726-27.’...
 Both parties concede that, on the basis of the undisputed facts of this case, an award for alimony and counsel fees cannot stand unless the defendant submits personally to the jurisdiction of this court or waives the jurisdictional defect. In [Beardsley v. Beardsley](#), supra, 729-30, there is dicta to the effect that the defendant can file a special appearance and ‘a plea of any kind raising any claim of lack of jurisdiction of his person.’”

WEST KEY NUMBERS:

- *Divorce*
 VII. Foreign Divorces 1400-1476
 1444-1455 Support, maintenance, or alimony

DIGESTS:

- **West’s Connecticut Digest**
 VII. Foreign Divorces
 1444-1449. Support, maintenance, or alimony
 1450. Jurisdiction of person or property; process
- **Dowling’s Digest: *Dissolution of Marriage***
 § 28. Foreign Decrees
 § 29. In General; Jurisdiction

ENCYCLOPEDIAS:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 24A *Am. Jur. 2d*, Divorce and Separation, Thomson West, 2018 (Also available on Westlaw).
 III. Spousal Support; Alimony and Other Allowances
 A. Alimony in general
 3. Court’s power to grant award; jurisdiction
 §§ 575-578
- VI. Foreign Divorces
 D. Decrees concerning Alimony, child support, child custody, and visitation
 1. Alimony
 A. under the Uniform Interstate Family Support Act
 §§ 1046-1056
 B. Other applicable law §§ 1057-1059
- 27B *C.J.S.* Divorce, Thomson West, 2016 (Also available on Westlaw).
 § 508-510. Jurisdiction and power of courts
- Annotation, *Decree For Alimony Rendered In Another State or country (or domestic decree based thereon) as subject to enforcement by equitable remedies or by contempt proceedings*, 18 *ALR2d* 862 (1951).

TEXTS &
TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Chapter 31. Jurisdiction to award alimony
 - § 31:2 Personal jurisdiction over the payor
 - § 31:5 Jurisdiction based on property in the state
 - § 31:6 Effect of lack of jurisdiction
 - § 31:7 Continuing jurisdiction
- *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.
§ 5.04 Understanding Alimony—Jurisdiction and Overview.
- *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect*, Renee C. Bauer, Addicus Books, 2014.
Chapter 10. Alimony
- 5 *Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender, 2021 (also available on Lexis).
Chapter 48. Interstate Support Proceedings

Section 6: Duration of Alimony in Connecticut

A Guide to Resources in the Law Library

SCOPE: Bibliographic sources relating to duration of alimony including time-limited and rehabilitative alimony. Also, termination of alimony, effect of remarriage and cohabitation.

SEE ALSO:

- For modification of alimony orders, see our research guide on [Modification of Judgments in Family Matters](#).

DEFINITION:

- REHABILITATIVE ALIMONY: "In particular, rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency.... Rehabilitative alimony is not limited to that purpose, however, and there may be other valid reasons for awarding it." (Internal quotation marks omitted.) [Dees v. Dees](#), 92 Conn. App. 812, 820, 887 A.2d 429 (2006)."
[Gamble-Perugini v. Perugini](#), 112 Conn. App. 231, 237, 962 A.2d 192 (2009).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2021)
[§ 46b-86](#) Modification of alimony or support orders and judgments. ([2022 Supplement](#))
Connecticut's "Cohabitation Statute"
[§ 46b-86\(b\)](#) In an action for divorce, dissolution of marriage, legal separation or annulment brought by a spouse, in which a final judgment has been entered providing for the payment of periodic alimony by one party to the other spouse, the Superior Court may, in its discretion and upon notice and hearing, modify such judgment and suspend, reduce or terminate the payment of periodic alimony upon a showing that the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party. In the event that a final judgment incorporates a provision of an agreement in which the parties agree to circumstances, other than as provided in this subsection, under which alimony will be modified, including suspension, reduction, or termination of alimony, the court shall enforce the provision of such agreement and enter orders in accordance therewith.

FORMS:

- [Motion For Modification](#), JD-FM-174, Rev. 3-20.
- *8 Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010,

Thomson West, with 2021-2022 supplement (also available on Westlaw).

Chapter 35. Modification of Alimony Provisions

§ 35:32. Motion for modification of alimony based on cohabitation—Form

- *Library of Connecticut Family Law Forms*, 2d ed., MacNamara, Welsh, and George, editors, Connecticut Law Tribune, 2014.
16-000 Commentary – Post Judgment Pleadings, p. 542
16-005 Motion for Modification of Unallocated Alimony and Support (with OTSC papers)

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Schott v. Schott](#), 205 Conn. App. 237, 238, 256 A.3d 732 (2021). "The defendant, Terrence John Schott, appeals from the judgment of the trial court denying his postjudgment motion to modify his alimony obligation. He claims that, pursuant to the plain terms of the parties' separation agreement, the court was obligated to terminate that obligation once it found that the plaintiff, Nancy Schott, was cohabitating with another person. We agree and, accordingly, reverse the judgment of the trial court."
- [Oudheusden v. Oudheusden](#), 338 Conn. 761, 775, 259 A.3d 598 (2021). "To support the nonmodifiable, lifetime award in this case, and reflect a proper consideration of the defendant's future income and ability to comply with the alimony award; see [Greco v. Greco](#), supra, 275 Conn. 361; the trial court must have concluded that the defendant's earnings will either remain static or continue to increase until his alimony obligation terminates due to the death of either party or the plaintiff's remarriage or cohabitation. Such a conclusion ignores, or certainly does not account for, 'the volatile nature of . . . personal circumstances' that has led this court to disfavor '[p]rovisions [that] preclude modification of alimony'; [Amodio v. Amodio](#), supra, 247 Conn. 730; and to conclude that the legislature has done the same. See [Scoville v. Scoville](#), supra, 179 Conn. 279 (§ 46b-86 'suggests a legislative preference favoring the modifiability of orders for periodic alimony')."
- [Boreen v. Boreen](#), 192 Conn. App. 303, 305, 217 A.3d 1040 (2019). "The plaintiff, Maya Boreen, appeals from the judgment of the trial court granting the postjudgment motion filed by the defendant, Kevin A. Boreen, to terminate alimony, to determine over-payments, and to set a repayment schedule on the ground that, under the parties' separation agreement, the defendant's alimony obligation terminated upon the court's finding that the plaintiff was 'living with another person.' The plaintiff

claims that the court (1) erred in finding that she was **'living with another person'** pursuant to General Statutes § 46b-86 (b), and (2) improperly concluded that the only remedy available **upon a finding that she was 'living with another person' was to terminate the defendant's alimony** obligation. We disagree and, accordingly, affirm the judgment of the trial court."

- [Wilson v. Di Iulio](#), 192 Conn. App. 101, 107, 217 A.3d 3 (2019). "The defendant first claims that the court erred by failing to award him more than nominal alimony despite the substantial disparity in the parties' incomes **and ability to pay expenses....** The plaintiff counters that the court did not abuse its discretion in declining to award additional alimony to the defendant. We agree with the **plaintiff.**"
- [Krahel v. Czoch](#), 186 Conn. App. 22, 43, 198 A.3d 103 (2018). "Unlike orders for the periodic payment of alimony, the court does not retain continuing jurisdiction over orders of property distribution nor can it expressly reserve jurisdiction with respect to matters involving lump sum alimony or the distribution of property. As our Supreme Court explained in [Smith v. Smith](#), 249 Conn. 265, 273, 752 A.2d 1023 (1999), '[o]n its face, the statutory scheme regarding financial orders appurtenant to dissolution proceedings prohibits the retention of jurisdiction over orders regarding lump sum alimony or the division of the marital estate.... General Statutes § 46b-82 ... provides that the court may order alimony [a]t the time of entering the [divorce] decree.... General Statutes § 46b-86, however, explicitly permits only modifications of any final order[s] for the *periodic payment of permanent alimony* Consequently, the statute confers authority on the trial courts to retain continuing jurisdiction over orders of periodic alimony, but not over lump sum alimony or property distributions pursuant to § 46b-81.'" (Emphasis in original; internal quotation marks omitted.) Moreover, in [Bender v. Bender](#), 258 Conn. 733, 761, 785 A.2d 197 (2001), our Supreme Court, albeit in dicta, expressly rejected the practice of reserving jurisdiction over personal property. Cf. [Cunningham v. Cunningham](#), 140 Conn. App. 676, 686, 59 A.3d 874 (2013) (having determined formula for division of assets received by the defendant pursuant to non-qualified plan, court had discretion to retain jurisdiction to effectuate its judgment)."
- [Spencer v. Spencer](#), 177 Conn. App. 504, 512, 173 A.3d 1 (2017). "Following oral argument on the motions, in its corrected memorandum of decision, the court terminated alimony on the ground of cohabitation. Specifically, the court based its termination on two findings: (1) '[t]he

plaintiff has admitted that she began cohabitating with her boyfriend **on or about October 1, 2013,** and (2) 'as a result of that cohabitation and the contribution[s] of [her boyfriend] to the plaintiff's household expenses, the plaintiff's financial needs have been altered.'

Additionally, in responding to the plaintiff's argument that § 46b-86 (b) permitted the court to modify or suspend alimony instead of terminating it, the court stated the following: 'Once the fact of termination has been established, the final part of the inquiry is the effective date of that termination. Our case law clearly establishes that where, as here, the language of the decree provides for remedies separate from those contained in ... § 46b-86 (b), the language of the decree controls. [Mihalyak v. Mihalyak](#), 30 Conn. App. 516, 520-22, 620 A.2d 1327 (1993)....' With respect to the effective date of termination, **the court determined that the** 'alimony termination provision was automatic and self-executing upon cohabitation.... See also [Krichko v. Krichko](#), 108 Conn. App. 644, 648-52, 948 A.2d 1092, cert. granted, 289 Conn. 913, 957 A.2d 877 (2008) (appeal withdrawn **May 19, 2009**).' Thus, it determined that alimony **terminated on** 'September 30, 2013, the date [immediately preceding] the plaintiff's cohabitation.'

With these additional facts in mind, we turn to our analysis of the plaintiff's first challenge to the court's termination of alimony. As previously explained, the crux of this challenge is that the court improperly construed **the term 'cohabitation'** in the dissolution judgment as not requiring evidence of a romantic or sexual relationship and, furthermore, that the defendant presented insufficient evidence that **the plaintiff's** 'cohabitation' with her boyfriend included a romantic or sexual relationship. We are not persuaded."

- [Horey v. Horey](#), 172 Conn. App. 735, 741, 161 A.3d 579 (2017). "In the present appeal, the trial court did not abuse its discretion by limiting the duration of the defendant's alimony award to the duration of the plaintiff's ownership of the LLC. It is well established that the trial court in a dissolution action has discretion to order a time limited alimony award. See, e.g., [Finan v. Finan](#), supra, 100 Conn. App. [297] at 310-11, 918 A.2d 910 (time limited alimony is often awarded). Although such time limited awards are often awarded to provide interim support while one party acquires new skills and education to facilitate financial self-sufficiency, such **awards are not limited to that purpose and are 'also** appropriately awarded to provide interim support until a future event occurs that makes such support [more or] **less necessary or unnecessary.'** (Internal quotation marks

omitted.) Id., at 310, 918 A.2d 910; see also [Mongillo v. Mongillo](#), 69 Conn. App. 472, 478, 794 A.2d 1054, cert. denied, 261 Conn. 928, 806 A.2d 1065 (2002).

Additionally, where an alimony award is modifiable as to amount or duration, any prejudice caused by the time limitation of the alimony award can be mitigated by timely filing a motion for modification of the alimony award. See *Mongillo v. Mongillo*, *supra*, at 479, 794 A.2d 1054.”

- [Gabriel v. Gabriel](#), 324 Conn. 324, 326, 152 A.3d 1230 (2016). **“On appeal, the plaintiff claims that the Appellate Court incorrectly reversed the judgment of the trial court. Specifically, the plaintiff asserts that the Appellate Court incorrectly concluded that the trial court improperly: (1) denied the defendant’s motion for contempt, which was based on the plaintiff’s unilateral reduction in the unallocated alimony and child support; and (2) granted the plaintiff’s motion for modification of unallocated alimony and child support. We agree with the plaintiff’s claim regarding the motion for contempt, but disagree with his claim regarding the motion for modification. Accordingly, we affirm in part and reverse in part the judgment of the Appellate Court.”**
- [Nation-Bailey v. Bailey](#), 316 Conn. 182, 193, 112 A.3d 144 (2015). **“We conclude that § 3(B) of the agreement plainly and unambiguously provides that permanent termination of the unallocated support obligation is the sole remedy upon cohabitation by the plaintiff, particularly given the provision’s use of the word ‘until’ without further qualification. As noted previously, § 3(B) of the agreement requires the payment of unallocated support ‘until the death of either party, the [plaintiff’s] remarriage or cohabitation as defined by ... § 46b–86 (b), or until August 1, 2011.’ (Emphasis added.) We often consult dictionaries in interpreting contracts, including separation agreements, to determine whether the ordinary meanings of the words used therein are plain and unambiguous, or conversely, have ‘varying definitions in common parlance.’ [Remillard v. Remillard](#), 297 Conn. 345, 355, 999 A.2d 713 (2010); see also id., at 355–56, 999 A.2d 713 (comparing conflicting dictionary definitions of term “‘cohabitation’” in determining that it was ambiguous for purpose of contract interpretation). Thus, we observe that the word ‘until’ is a ‘function word to indicate continuance (as of an action or condition) to a specified time.’ Merriam–Webster’s Collegiate Dictionary (11th Ed.2003); see also id. (defining ‘until’ as conjunction for ‘up to the time that’).”**
- [Blandin v. Blandin](#), 2013 WL 812269, 2013 Conn. Super. LEXIS 226, (2013). **“In short, plaintiff’s motion asks the court to answer three sequential questions: 1) is the**

recipient of alimony living with another person? If so, then 2) are the recipient's current financial needs different from those found at the time of the dissolution? If so, then 3) based on the criteria of §46b-82, should the recipient's alimony award be modified, suspended, reduced or terminated?"

"The only significant difference under the §46b-82(b) criteria is that defendant has a new source of income in Mr. Zappone. With his generous support and payment of her former bills, debts and obligations, she now has more income and earning capacity at her disposal. Defendant is in a much better financial position now with Mr. Zappone in her life. The need 'to compensate for the loss of marital support and **maintenance**' no longer exists. Continuing to require alimony in these circumstances would be unjust.

ORDERS

Based on the foregoing, the court grants plaintiff's motion. His alimony obligation to defendant is terminated."

- Barber v. Barber, 2012 WL 3854447, 2012 Conn. Super. LEXIS 1965 (2012). "When the house at 163 Reservoir Road, Newington was flooded, the defendant moved in with her boyfriend, Douglas Campbell, because she had no other alternative other than to stay with a friend rent-free. She moved in with Mr. Campbell in anticipation of being able to move back into her home sometime in March. In March 2012, while the home was being repaired because the insurance company was paying for the repair, fire broke out destroying the house, her belongings and furniture. The exact cause of the fire is not known."

"The defendant was asked if she could continue to live at Mr. Campbell's home indefinitely why she would not do that and keep the money. She answered, 'Because Doug knew from the day we met that I always wanted to maintain my own residence, my own place, my own space. I don't want to have to answer to any man about anything I do with my money. I want my own **independent life.**' The court finds the defendant credible.

The defendant and Douglas Campbell have been friends for seven years but have always lived separately. Although each has been at the other's home, they have never lived together as a married couple. The court find[s] that they are currently living together but not as husband and wife but as a friend helping another friend in a catastrophic situation that left the defendant homeless without any other immediately viable options....

When couples live together as husband and wife they do not plan in advance to part as soon as an insurance payment is received. The court continues to find both the defendant and Mr. Campbell credible.

Plaintiff's motion to terminate alimony filed September 9, 2011, is hereby DENIED."

- [Von Kohorn v. Von Kohorn](#), 132 Conn. App. 709, 710, 33 A.3d 809 (2011). "The defendant, Susan E. Von Kohorn, appeals from the judgment of the trial court rendered in response to a motion to reargue and for clarification filed by the plaintiff, Kenneth Von Kohorn, regarding financial orders incident to a judgment of dissolution of marriage. The defendant claims on appeal that (1) the court abused its discretion when it modified sua sponte the existing alimony order from a lifetime award to a term of eight years when such relief was not sought by the plaintiff in his postjudgment motion and (2) the record was inadequate to support an award of alimony limited to a term of eight years. We agree that the court abused its discretion in modifying the alimony award sua sponte and reverse the judgment of the court."
- [Kovalsick v. Kovalsick](#), 125 Conn. App. 265, 273, 7 A.3d 924 (2010). "In the present case, we are presented with the situation in which a party appeals because the court failed to award the time limited alimony sought. See [Deteves v. Deteves](#), 2 Conn. App. 590, 592, 481 A.2d 92 (1984) (award of only lump sum alimony and no periodic or rehabilitative alimony was abuse of discretion when court concluded plaintiff could "get some employment using her skills in embroidery and sewing" despite finding she had never worked outside home in this country) cf. [Bornemann v. Bornemann](#), 245 Conn. 508, 511, 539, 752 A.2d 978 (1998) (award of rehabilitative alimony to wife for eighteen months not abuse of discretion; marriage of less than four years duration and wife college educated although with limited work history); [Gamble-Perugini v. Perugini](#), 112 Conn. App. 231, 237, 962 A.2d 192 (award of time limited alimony to wife not abuse of discretion even though wife earned modest income as real estate agent and also received property distribution), cert. denied, 291 Conn. 915, 970 A.2d 727 (2009); [Dees v. Dees](#), supra, 92 Conn. App. 821-22 (award of time limited alimony not abuse of discretion even though wife had prior careers as high school teacher and as attorney)."

"Accordingly, under the circumstances present here, viewed in the light of the remaining financial orders, we conclude that the trial court abused its discretion by

failing to award time limited or rehabilitative alimony to **the plaintiff.**" (p. 275)

- [de Repentigny v. de Repentigny](#), 121 Conn. App. 451, 460, 995 A.2d 117, (2010). "Time limited alimony is often awarded. [Our Supreme Court] has dealt with challenges to an award of time limited alimony on numerous occasions.... The trial court does not have to make a detailed finding justifying its award of time limited alimony.... Although a specific finding for an award of time limited alimony is not required, the record must indicate the basis for the trial court's award.... There must be sufficient evidence to support the trial court's finding that the spouse should receive time limited alimony for the particular duration established. If the time period for the periodic alimony is logically inconsistent with the facts found or the evidence, it cannot stand.... In addition to being awarded to provide an incentive for the spouse receiving support to use diligence in procuring training or skills necessary to attain self-sufficiency, time limited alimony is also appropriately awarded to provide interim support until a future event occurs that makes such support less necessary or unnecessary. (Internal quotation marks omitted.) [Radcliffe v. Radcliffe](#), 109 Conn. App. 21, 29, 951 A.2d 575 (2008)."

- [Utz v. Utz](#), 112 Conn. App. 631, 963 A.2d 1049 (2009). "The defendant first argues that the court improperly granted the plaintiff an alimony award that exceeded her needs because it defeats the rehabilitative purpose of the award. We disagree. (p. 638)

"In the present case, the court expressly awarded the plaintiff a time limited award of alimony "[b]ased upon the statutory factors, including the age, education, earnings and work experience of the plaintiff...." The defendant argues that considering the rehabilitative character of a time limited alimony award, the court defeated the award's purpose because it did not provide the plaintiff with any incentive to work when the award exceeds her needs. Nonetheless, as noted in Bornemann, the court may order a time limited alimony award for valid reasons other than self-sufficiency. The defendant has not presented any further arguments to demonstrate that the court abused its discretion. Therefore, on the basis of our review of the record, we conclude that the court did not abuse its discretion by awarding the plaintiff alimony that was not limited to a rehabilitative purpose." (p. 639)

- [Gamble-Perugini v. Perugini](#), 112 Conn. App. 231, 237, 962 A.2d 192, (2009). "In dissolution proceedings, the court must fashion its financial orders in accordance with

the criteria set forth in General Statutes § 46b-82, which governs awards of alimony. See [Bartel v. Bartel](#), 98 Conn. App. 706, 711, 911 A.2d 1134 (2006). 'In particular, rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency. . . . Rehabilitative alimony is not limited to that purpose, however, and there may be other valid reasons for awarding it.' (Internal quotation marks omitted.) [Dees v. Dees](#), 92 Conn. App. 812, 820, 887 A.2d 429 (2006)."

- [Hughes v. Hughes](#), 95 Conn. App. 200, 895 A.2d 274 (2006). "The plaintiff also claims that the court improperly awarded lifetime alimony. Specifically, the plaintiff claims that because the parties were married for less than ten years and they were both thirty-eight years old and in good health at the time of dissolution, the court abused its discretion in awarding alimony of indefinite duration. The record belies the plaintiff's claim." (p. 210)

"In this case, the court found that the plaintiff's behavior, specifically his extramarital relationship, was the primary cause for the breakdown of the marriage. The court found that although both parties were in good health, the defendant has had no career other than as a homemaker, and that the plaintiff's occupation, vocational skills and employability afforded him greater prospects for income than were available to the defendant. The court also undertook a thorough examination of the assets of the parties. It is clear that the court was mindful of its obligation to consider the statutory factors in determining alimony. Given the court's finding, which was amply supported by the record, that the defendant had not been employed outside the home, had no prospects for employment and had no skills for employability, and the court's apparent consideration of the statutory factors, we cannot conclude that the court abused its discretion in issuing an alimony order of unlimited duration." (p. 211)

- [Mongillo v. Mongillo](#), 69 Conn. App. 472, 479, 794 A.2d 1054 (2002). "In the present case, the court awarded one year of alimony to the plaintiff on the basis of its finding that she was underemployed and would need only a short period of time to procure full-time employment. The court made those findings after hearing evidence concerning the plaintiff's education, prior employment and earnings history. We conclude that sufficient evidence was presented to support the court's durational alimony order."

- [Distefano v. Distefano](#), 67 Conn. App. 628, 633, 787 A.2d 675 (2002). "In accordance with General Statutes § 46b-86(b) and the holding in [DeMaria](#), before the payment of alimony can be modified or terminated, two requirements must be established. First, it must be shown that the party receiving the alimony is cohabitating with another individual. If it is proven that there is cohabitation, the party seeking to alter the terms of the alimony payments must then establish that the recipient's financial needs have been altered as a result of the cohabitation. 'Because, however "living with another" person without financial benefit did not establish sufficient reason to refashion an award of alimony under General Statutes § 46b-81, the legislature imposed the additional requirement that the party making alimony payments prove that the living arrangement has resulted in a change in circumstances that alters the financial needs of the alimony recipient. Therefore, this additional requirement, in effect, serves as a limitation. Pursuant to § 46b-86 (b), the nonmarital union must be one with attendant financial consequences before the trial court may alter an award of alimony.' *DeMaria v. DeMaria*, supra, 247 Conn. at 720."
- [Way v. Way](#), 60 Conn. App. 189, 199, 758 A.2d 884 (2000). "[L]ump sum alimony is a final judgment not modifiable by the court even if there is a change in circumstances"
- [Ashton v. Ashton](#), 31 Conn. App. 736, 744, 627 A.2d 943 (1993). "While '[u]nderlying the concept of time limited alimony is the sound policy that such awards may provide an incentive for the spouse receiving support to use diligence in procuring training or skills necessary to attain self-sufficiency' and it is thus generally employed for rehabilitative purposes, other reasons may also support this type of alimony award. (Internal quotation marks omitted.) [Ippolito v. Ippolito](#), supra, 752. Such other purposes include providing interim support until a future event occurs that makes such support less necessary or unnecessary. Id.; [Wolfburg v. Wolfburg](#), 27 Conn. App. 396, 606 A.2d 48 (1992).

When awarding time limited alimony, the trial court need not make a detailed finding justifying its award. *Ippolito v. Ippolito*, supra, 751. 'Although a specific finding for an award of time limited alimony is not required, the record must indicate the basis for the trial court's award.... There must be sufficient evidence to support the trial court's finding that the spouse should receive time limited alimony for the particular duration established. If the time period for the periodic alimony is logically inconsistent with the facts found or the evidence, it cannot stand.'

(Citation omitted; internal quotation marks omitted.) Id., 751-52.”

- [Ippolito v. Ippolito](#), 28 Conn. App. 745, 612 A.2d 131, (1992). “The plaintiff next challenges the state trial referee’s award of time limited alimony. The plaintiff argues that the referee failed to give any explanation or rationale for his award of time limited alimony and that the facts found by the referee do not support an award of time limited alimony. We agree.

The referee noted in his decision that he examined and considered all relevant statutory provisions.” (p. 750)

“There must be sufficient evidence to support the trial court’s finding that the spouse should receive time limited alimony for the particular duration established. If the time period for the periodic alimony is logically inconsistent with the facts found or **the evidence, it cannot stand.**” [Henin v. Henin](#), supra, 392.” (p. 751)

WEST KEY NUMBERS:

- *Divorce*
V. Spousal Support, Allowances, And Disposition Of Property, 500-K1349
(C) Spousal Support
605 Extent of time of payments
606 —In general
607 —Commencement of obligation to pay
608 —Rehabilitative awards; awards until self-supporting
609 —Conditions terminating or suspending obligation
610 —Proceedings for termination of alimony or support

DIGESTS:

- **West’s Connecticut Digest**
Divorce
V. Spousal Support, Allowances, and Disposition of Property 500-1399
(C) Spousal Support. Extent of time of payments 605-610.
- *Connecticut Family Law Citations: A Reference Guide to Connecticut Family Law Decisions*, by Monika D. Young, LexisNexis, 2021.
Chapter 8. Alimony
§ 8.05 Lump Sum Alimony
§ 8.06 Time Limited Alimony
§ 8.07. Modification of Alimony
[13] Termination

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d* Divorce and Separation, Thomson West, 2018 (Also available on Westlaw).

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

III. Spousal Support; Alimony and Other Allowances

B. Temporary alimony

7. Commencement, duration and termination of allowance

§§ 603-606

D. Permanent alimony

4. Term or duration of permanent alimony

§§ 679-684

E. Rehabilitative alimony

§§ 712-717

- 27B *C.J.S. Divorce*, Thomson West, 2016 (Also available on Westlaw).
Temporary alimony
§§ 530-541. Temporary alimony allowance
Permanent alimony
§§ 600-609. Commencement and termination of allowance
- 79 *ALR 4th Death of Obligor Spouse as Affecting Alimony* (1990).

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).

Chapter 33. Alimony in general

§ 33: 18. Agreement of parties as to alimony

§ 33: 22. Periodic payment

§ 33: 23. Nominal award to retain jurisdiction

§ 33: 25. Award of lump sum or property—
Generally

§ 33: 26. ___ Property awarded as alimony

§ 33: 27. ___ Lump sum payments

§ 33: 28. Term of alimony

§ 33: 29. Fixed term

§ 33: 30. Indefinite duration

§ 33: 31. Second look

§ 33: 35. Effect of remarriage

§ 33: 36. Order for support of mentally ill spouse

§ 33: 37. Time for entry of order

§ 33: 38. Parties who may apply for order

§ 33: 39. Duration of obligation

Chapter 35. Modification of alimony provisions

§ 35: 1. Modification of alimony

§ 35: 2. Necessity of changed conditions

§ 35: 21. Remarriage of payor

§ 35: 22. Remarriage of payee

§ 35: 23. Misconduct of the party receiving alimony

§ 35:25. Modification of alimony based upon cohabitation

§ 35:26. Proof of cohabitation

- *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce*, 2d ed., by Barbara Kahn Stark, LawFirst Publishing, 2003.
 - Chapter 11. Alimony.
 - Open-ended alimony, p. 284-288
 - Fixed-term alimony, pp. 288-290
 - Purpose, Amount, and Duration, p. 292
 - Termination, p. 294
 - Cohabitation, p. 294

- *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.
 - Chapter 5. Alimony
 - Part IV: Establishing Permanent Alimony Orders
 - § 5.21 CHECKLIST: Establishing Permanent Alimony Orders
 - § 5.22 Distinguishing Between Permanent and Temporary Alimony Orders
 - § 5.23 Distinguishing Lump Sum Alimony from Periodic Alimony
 - § 5.24 Determining the Amount of Periodic Alimony
 - § 5.25 Setting the Duration of Alimony
 - § 5.26 Making Unallocated Alimony and Support Orders – Tax Considerations for Pre 2019 Orders
 - § 5.27 Using Safe Harbor Provisions
 - § 5.28 Providing Security for Alimony
 - § 5.38 Modifying Alimony Based Upon the Cohabitation of the Recipient

- *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect*, Renee C. Bauer, Addicus Books, 2014.
 - Chapter 10. Alimony

- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, Massachusetts Continuing Legal Education, 2013, with 2018 supplement.
 - Chapter 6. Alimony
 - § 6.7 Lump-Sum Alimony
 - § 6.15 Remarriage and Cohabitation

- *5 Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2021 (also available on Lexis).
 - Chapter 52. Modification of Matrimonial Determinations

LAW REVIEWS:

- Cynthia George, *Rehabilitative Alimony: Do We Have It In Connecticut*, 3 *Connecticut Family Lawyer* (Spring 1988).

Section 7: Attorney's Fees and Expenses

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the awarding of attorneys' fees and expenses in action for alimony awards

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

- Conn. Gen. Stat. (2021)
Chapter 815j ([2022 Supplement](#))
[§ Sec. 46b-62](#). Orders for payment of attorney's fees and fees of guardian ad litem in certain actions. Limitations on orders for payment of fees to counsel or guardian ad litem for a minor child. Methodology for calculating fees on sliding-scale basis.
[§ 46b-87](#). Contempt of orders

FORMS:

- *8 Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Chapter 32. Temporary alimony
§ 32.4. Motion for alimony (Pendente Lite)—Form
- *8A Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Chapter 45. Attorney fees and expenses
§ 45.10. Motion for attorney and expert fees pendente lite—Form
§ 45.13. Motion for counsel fees and expenses pending appeal—Form
§ 45.20. Affidavit of services—Form
- *Library of Connecticut Family Law Forms*, 2d ed., by MacNamara, Welsh, and George, editors, Connecticut Law Tribune, 2014.
5-040 Motion for Counsel Fees
5-041 Affidavit of Services
5-042 Motion for Expert Fees
- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, Massachusetts Continuing Legal Education, 2013, with 2018 supplement.
Exhibit 21 – Sample Motion for Attorney Fees, Pendente Lite

CASES:

- [Seder v. Errato](#), 211 Conn. App. 167, 181, ___ A.3d ___ (2022). **"We turn next to the decision of the court ordering the defendant to contribute \$280,000 toward the plaintiff's attorney's fees. The American rule, followed by Connecticut,**

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

generally requires that each party compensate his or her own lawyers. See, e.g., [Mangiante v. Niemiec](#), 98 Conn. App. 567, 570, 910 A.2d 235 (2006). This rule, like almost every general rule, admits of various exceptions. See, e.g., [Lederle v. Spivey](#), 332 Conn. 837, 843–44, 213 A.3d 481 (2019); [Ramin v. Ramin](#), 281 Conn. 324, 351, 915 A.2d 790 (2007).

One such exception to the American rule is when the **imposition of attorney’s fees is permitted** by statute. For example, General Statutes § 46b-62 (a) authorizes a **trial court to award attorney’s fees in a dissolution proceeding** when appropriate in light of the ‘respective financial abilities’ of the parties and the equitable factors listed in General Statutes § 46b-82. Our Supreme Court has set forth ‘three broad principles by which these statutory criteria are to be applied. First, such awards should not be made merely because the obligor has demonstrated an ability to pay. Second, where both parties are financially able to pay their own fees and expenses, they should be permitted to do so. Third, where, because of other orders, the potential obligee **has ample liquid funds, an allowance of [attorney’s] fees is not justified.**’ (Internal quotation marks omitted.) [Hornung v. Hornung](#), 323 Conn. 144, 169–70, 146 A.3d 912 (2016).

‘A determination of what constitutes ample liquid funds . . . requires . . . an examination of the total assets of the parties at the time the award is made. . . . [Anderson v. Anderson](#), 191 Conn. 46, 59, 463 A.2d 578 (1983). We have recognized, however, that [t]he availability of sufficient cash **to pay one’s attorney’s fees is not an absolute litmus test [A] trial court’s discretion should be guided so that its decision regarding attorney’s fees does not undermine its purpose in making any other financial award.** [Devino v. Devino](#), 190 Conn. 36, 38–39, 458 A.2d 692 (1983); see also, e.g., [Grimm v. Grimm](#), 276 Conn. 377, 398, 886 A.2d 391 (2005) (not awarding \$100,000 in attorney’s fees to wife would have necessarily eviscerate[d] any benefit she would have received from \$100,000 lump sum alimony award), cert. denied, 547 U.S. 1148, 126 S. Ct. 2296, 164 L. Ed. 2d 815 (2006).’ (Internal quotation marks omitted.) [Hornung v. Hornung](#), supra, 323 Conn. 170.

‘Whether to allow counsel fees . . . and if so in what amount, calls for the exercise of judicial discretion. . . . An abuse of discretion in granting counsel fees will be found only if [an appellate court] determines that the trial court could not **reasonably have concluded as it did.**’ (Internal quotation marks omitted.) [Giordano v. Giordano](#), 203 Conn. App. 652, 661, 249 A.3d 363 (2021).”

- [O. A. v. J. A.](#), 342 Conn. 45, 53, ___ A.3d ___ (2022). “With respect to the pendente lite attorney’s fees and expert fees, the court similarly concluded that, due to the financial

disparity between the parties, an award of such fees was proper notwithstanding **the defendant's assertion that the requested amount was unreasonable in light of the parties' postnuptial agreement, which, in the defendant's view, would preclude such an award if the agreement were found to be enforceable.** In reaching its determination, the court **observed: 'The nature of the defendant's occupation and assets is complicated. At this juncture, it seems likely that valuing his assets will require considerable discovery and expert assistance. Further, this case has the added issues involving the [temporary restraining order]. Based on the pertinent evidence, statutory criteria, and the parties' financial affidavits, the court orders the defendant to pay the plaintiff \$114,019.99, the current amount owed to her attorneys, and a \$250,000 retainer as contributions toward her attorney's fees.'** The court further ordered the defendant to pay the plaintiff expert fees in the amount of \$25,000."

"...The plaintiff responds that the trial court's decision to award pendente lite alimony and litigation expenses pending final disposition of the dissolution action comports with this court's decision in [Fitzgerald](#) and this state's public policy.⁷ We agree with the plaintiff." (p. 54)

"The trial court also has broad discretion to award attorney's fees or expert fees, pendente lite, if circumstances and justice so require. See General Statutes § 46b-62 (a) ('[i]n any proceeding seeking relief under the provisions of this chapter . . . the court may order either spouse . . . to pay **the reasonable attorney's fees of the other in accordance with their respective financial abilities and the criteria set forth in section 46b-82'**); [Eslami v. Eslami](#), 218 Conn. 801, 818-21, 591 A.2d 411 (1991) (upholding awards of **attorney's fees and expert witness fees as within trial court's sound discretion under § 46b-62**); [Medvey v. Medvey](#), 98 Conn. App. 278, 287-88, 908 A.2d 1119 (2006) (concluding that trial court did not abuse its discretion in awarding plaintiff expert witness fees under § 46b-62)." (p. 58)

- [Ill v. Manzo-III](#), 210 Conn. App. 364, 372, ___ A.3d ___ (2022). Footnote 3. "As we stated previously in this opinion, the plaintiff also claims that the court improperly limited his defense at the attorney's fees hearing. Because we conclude that the court improperly limited the plaintiff's defense at the contempt hearing and that the plaintiff is entitled to a new hearing, the court's award of attorney's fees, which flowed from its finding of contempt, also must be vacated. We need not consider the claim related to the attorney's fees hearing, or the remaining claims in this appeal, as the issues raised therein are not likely to arise during the proceedings on remand. See [Zheng v. Xia](#), 204 Conn. App. 302, 308 n.10, 253 A.3d 69 (2021) (reviewing court need not reach

remaining claims if it is not persuaded that issues raised therein are likely to arise during proceedings on remand).

Although we do not reach the merits of the plaintiff's claim that the court improperly awarded attorney's fees to the defendant, we note that it appears on the face of the court's award that the award of fees does not arise solely from the motion for contempt that is the subject of this appeal; rather, the court stated that its award encompassed 'all of the attorney's fees and costs incurred by [the defendant] during this protracted litigation' Because the trial court may be asked to award attorney's fees during the proceedings on remand, we emphasize that the court has the discretion to award attorney's fees to the prevailing party in a contempt proceeding and that '[a]n abuse of discretion in granting . . . counsel fees will be found only if this court determines that the trial court could not reasonably have concluded as it did.' (Internal quotation marks omitted.) [Malpeso v. Malpeso](#), 165 Conn. App. 151, 184, 138 A.3d 1069 (2016). When contempt is established, 'the concomitant award of attorney's fees properly is awarded pursuant to [General Statutes] § 46b-87 and is *restricted to efforts related to the contempt action*.' (Emphasis added; internal quotation marks omitted.) *Id.*"

- [Zakko v. Kasir](#), 209 Conn. App. 619, 624, ___ A. 3d ___ (2022). "On appeal, the defendant claims that the court improperly granted the plaintiff's motion for attorney's fees. He argues, inter alia, that the court abused its discretion in awarding attorney's fees because it 'indicated that it was possible that those [funds from family members] were in fact gifts, without expressly making a finding either way' and, further, erred in relying on a clearly erroneous factual finding. We agree with the defendant."
- [Grabe v. Hokin](#), 341 Conn. 360, 385, 267 A.3d 145 (2021). "Finally, the defendant contends that it was inconsistent for the trial court to conclude that it would be unconscionable to enforce the provision of the prenuptial agreement requiring a party who unsuccessfully **seeks to invalidate any portion of it to pay the attorney's** fees of the other party but not unconscionable to enforce the remainder of the agreement. We disagree. Significantly, the prenuptial agreement contained a severability clause that expressly contemplated that, if one or more of its terms were found to be invalid, the rest of the agreement would survive. See A. Rutkin et al., 8A Connecticut Practice Series: Family Law and Practice with Forms (3d Ed. 2010) § 50.53, p. 256; cf. [Venture Partners, Ltd. v. Synapse Technologies, Inc.](#), 42 Conn. App. 109, 118, 679 A.2d 372 (1996) (discussing principles of severability under Connecticut contract law)....

Accordingly, the trial court did not act inconsistently as a matter of law in concluding that the effect of enforcing the **attorney's** fees provision was unconscionable because it would '**financially cripple**' the defendant, while also finding that the remainder of the agreement was enforceable. Because enforcement of the remainder of the agreement would, as we explained, leave the defendant with significant assets sufficient to provide for his needs until he can obtain a source of income, the trial court properly allowed the parties the benefit of the bargain to which they had agreed before their marriage."

- [Anketell v. Kulldorff](#), 207 Conn. App. 807, 841, 263 A.3d 972 (2021). "We conclude that [Hornung](#) is distinguishable from the present case in which, as the defendant recognizes, 'neither party had the liquid funds available to pay their respective appellate counsel fee retainers.' The present case is more akin to [Misthopoulos v. Misthopoulos](#), 297 Conn. 358, 386-387, 999 A. 2d 721 (2021), in which our Supreme Court rejected the defendant's argument that the trial court abused its discretion in awarding attorney's fees....

In the present case, the court expressly found that the plaintiff lacked the liquid assets to pay her attorney's appellate retainer. Indeed, several of the assets awarded to the plaintiff in the dissolution judgment were not easily liquidated....As the plaintiff maintains, the \$25,000 retainer alone amounted to almost 40 percent of her liquid assets. Thus, we cannot conclude that the plaintiff had 'ample' liquid funds such that the court abused its discretion in awarding her attorney's fees.

Moreover, the court also specifically found that requiring the plaintiff to pay the \$25,000 retainer would undermine the financial awards made in the dissolution judgment, and the defendant has not demonstrated that such finding was unreasonable. See [Grimm v. Grimm](#), supra, 276 Conn. 395, 398....

Lastly, in addition to the court's finding that not awarding the plaintiff attorney's fees would undermine the other financial orders, the court's decision expressly stated that it had considered the statutory criteria set forth in § 46b-82. See [Leonova v. Leonov](#), 201 Conn. App. 285, 331, 242 A.3d 713 (2020) ('general reference by the court to those criteria is all that is required'), cert. denied, 336 Conn. 906, 244 A.3d 146 (2021). The court went further and made specific findings regarding the parties' earning capacities, current income levels, access to retirement funds, assets, and the amount of counsel fees sought as compared to the financial awards the plaintiff received in the dissolution.

Accordingly, we conclude that the court did not abuse its discretion in awarding the plaintiff appellate attorney's fees to defend the present appeal."

- [M. S. v. P. S.](#), 203 Conn. App. 377, 402, 248 A.3d 778 (2021). "When making an order for the payment of attorney's fees, the court must consider factors that are essentially the same as those that must be considered when awarding alimony. . . . [General Statutes §] 46b-62 governs the award of attorney's fees in dissolution proceedings and provides that the court may order either spouse. . . to pay the reasonable attorney's fees of the other in accordance with their respective financial abilities and the criteria set forth in [§] 46b-82. . . . This reasonableness requirement balances the needs of the obligee spouse with the obligor spouse's right to be protected from excessive fee awards. . . .

'Courts ordinarily award counsel fees in divorce cases so that a party . . . may not be deprived of [his or] her rights because of lack of funds. . . . Where, because of other orders, both parties are financially able to pay their own counsel fees they should be permitted to do so. . . . An exception to the rule . . . is that an award of attorney's fees is justified even where both parties are financially able to pay their own fees if the failure to make an award would undermine its prior financial orders Whether to allow counsel fees [under §§ 46b-62 and 46b-82], and if so in what amount, calls for the exercise of judicial discretion. . . . An abuse of discretion in granting counsel fees will be found only if [an appellate court] determines that the trial court could not reasonably **have concluded as it did.**' (Citations omitted; internal quotation marks omitted.) [Lynch v. Lynch](#), 153 Conn. App. 208, 246-247, 100 A.3d 968 (2014), cert. denied, 315 Conn. 923, 108 A.3d 1sch, cert. denied, 577 U.S. 839, 136 S. Ct. 68, 193 L. Ed. 2d 66 (2015)."

- [Puff v. Puff](#), 334 Conn. 341, 371, 222 A.3d 493 (2020). "This leaves the ground of litigation misconduct as a purported basis for the court's \$169,225.61 award of attorney's fees and expert fees. The trial court's order, even as supplemented by the articulation, is fatally flawed.

In the present case, even after the court was afforded an opportunity to articulate the basis of its award, it not only failed to support its decision with a high degree of specificity, it failed to make the two critical findings necessary to support its award for litigation misconduct—that the plaintiff acted in bad faith and failed to advance any colorable claims.¹⁶ Perhaps the trial court operated under the misimpression that no such findings are required when litigation misconduct arises in connection with contempt. Such an approach, however, clearly would be in tension with

our case law not only as to litigation misconduct, but also as to contempt, which directs parties to resort to the courts rather than to self-help to obtain relief from court-ordered obligations. See, e.g., [Sablosky v. Sablosky](#), 258 Conn. 713, 720, 722, 784 A.2d 890 (2001); see also [In re Leah S.](#), supra, 284 Conn. [685] at 700, 935 A.2d 1021 (court's contempt case law enforces 'important public policy against resorting to self-help tactics'). The defendant did allege facts in support of such findings. In other cases in which the trial court has failed to make the essential findings due to the application of an incorrect legal standard, we have reversed and remanded for further proceedings. See, e.g., [Berzins v. Berzins](#), supra, 306 Conn. [651] at 663, 51 A.3d 941 (reversing and remanding for further proceedings when trial court had failed to make finding of bad faith). Cf. [Rinfret v. Porter](#), 173 Conn. App. 498, 510, 513-16, 164 A.3d 812 (2017) (when trial court made twenty-eight factual findings but did not state 'which of those facts supported its finding of "entirely without color" and which supported its finding of "bad faith conduct,"' reviewing court considered various theories under which facts could support both litigation misconduct prongs)." (p. 372)

We conclude that it is appropriate to remand this case for further proceedings on the defendant's motion for sanctions and that such proceedings should be conducted by a new judge." (p. 373)

- [De Almeida-Kennedy v. Kennedy](#), 188 Conn. App. 670, 682, 205 A.3d 704 (2019). "The defendant next claims that the court improperly granted in part the plaintiff's motion for clarification because it abused its discretion in granting the plaintiff attorney's fees without making a specific finding of bad faith. We agree."

"In the present case, the court granted in part the plaintiff's motion for clarification and awarded the plaintiff attorney's fees 'as a sanction for bringing a baseless motion.' The court, however, not only failed to find that the defendant had acted in bad faith, but also by granting in part the defendant's motion for modification, it cannot be said that the court found the defendant's claims to be entirely without color. Accordingly, we conclude that the court abused its discretion in granting the plaintiff attorney's fees for opposing the defendant's motion for modification." (p. 684)

- [Hornung v. Hornung](#), 323 Conn. 144, 175, 146 A.3d 912 (2016). "In the present case, given the vast liquid assets awarded to the plaintiff, and the modest nature of the attorney's fees when compared with those assets, the equitable factors in § 46b-82, as incorporated into § 46b-62, do not justify the award."

- [Olszewski v. Jordan](#), 315 Conn. 618, 620, 109 A.3d 910 (2015). **"The principal issue in this appeal is whether attorneys are entitled by operation of law to equitable charging liens against marital assets for fees and expenses incurred in obtaining judgments for their clients in marital dissolution actions. The plaintiff, Ralph Olszewski, challenges the Appellate Court's conclusion that equitable charging liens are permissible in marital dissolution actions in Connecticut. He claims that they are barred by the Rules of Professional Conduct, they are not supported by Connecticut precedent, and the public policy considerations that justify equitable charging liens in other contexts do not apply in marital dissolution actions. The defendants Carlo Forzani and Carlo Forzani, LLC, respond that equitable charging liens against marital assets are permissible in Connecticut because the Rules of Professional Conduct specifically provide for charging liens, the rules do not preclude the use of charging liens in marital dissolution actions, and public policy considerations support their use in domestic relations matters. We agree with the plaintiff and reverse the judgment of the Appellate Court."**
- [Renee Giordano v. Carl V. Giordano](#), 153 Conn. App. 343, 101 A.3d 327 (2014). "In this case, there is obviously statutory authority to award attorney's fees. Section 46b-87 provides that a trial court may, in the exercise of its discretion, award attorney's fees to the prevailing party in a contempt proceeding. Our plenary review of the agreements between the parties reveals that, at the very least, there was no contractual prohibition against awarding attorney's fees. We need not reach, then, the issue of whether the agreements positively authorized the award of attorney's fees.

The defendant argues that paragraph 7 of the June, 2011 order barred the plaintiff from recovering attorney's fees." (p. 353)

"The June, 2011 order, of course, contemplates that the required payments will be made; those payments were to be made as consideration for the past settlement obligation and any potential claims arising thereunder, including attorney's fees. The order logically does not address the situation where payments are not made. The only reasonable interpretation is that the language describing all 'subsequent' claims for contempt, attorney's fees, and the like refers to claims accruing after the dissolution judgment until the execution of the June, 2011 order; any such claim was considered to be to be covered by the payments contemplated in paragraph 3. The plaintiff also waived any additional claim she may have had as to the defendant's business interests. Neither provision barred attorney's fees arising out of contempt claims occurring *after* the execution of the June, 2011 order.

See, e.g., [Lawrence Brunoli, Inc. v. Branford](#), 247 Conn. 407, 414 n.4, 722 A.2d 271 (1999) (bizarre results to be avoided in contract interpretation); see also [Creatura v. Creatura](#), 122 Conn. App. 47, 55-56, 998 A.2d 798 (2010) (effect given to every contract provision in order to reach overall reasonable result; individual contract clauses not to be construed by taking them out of context).” (p. 355)

- [Altraide v. Altraide](#), 153 Conn. App. 327, 337, 101 A.3d 317 (2014). “The defendant argues that the court improperly ordered the defendant to pay the plaintiff’s attorney’s fees even though he could not afford to retain his own counsel. We disagree.

In this case, the plaintiff’s counsel, Attorney Ronald T. Scott, represented the plaintiff pro bono and requested, at the conclusion of the trial, that attorney’s fees be awarded because of the unexpected effort required to respond to the defendant’s numerous motions. In the period of time between the original divorce filing and the final judgment, the defendant filed thirty-four motions with the court.⁷

The law regarding an award of attorney’s fees is well settled. General Statutes § 46b-62 governs the award of attorney’s fees in dissolution proceedings and provides in relevant part **that** ‘the court may order either spouse ... to pay the reasonable attorney’s fees of the other in accordance with their respective financial abilities and the criteria set forth in [§] 46b-82.’ Additionally, a court may order the full amount of reasonable attorney’s fees, even when the attorney was providing representation for free or at a reduced cost. See [Benavides v. Benavides](#), 11 Conn. App. 150, 156, 526 A.2d 536 (1987).

As discussed in part II A of this opinion, the court considered the statutory factors under § 46b-82 and determined each party’s financial capacity. The court had before it evidence that the plaintiff was of little means and did not have the resources to retain counsel, whereas the defendant was employed full-time and earned a substantial salary. Given the large disparity in the respective income of the parties and the plaintiff’s lack of resources, we conclude that the court did not abuse its discretion in awarding reasonable attorney’s fees.”

- [LaBossiere v. Jones](#), 117 Conn. App. 211, 231, 979 A.2d 522 (2009). “A decision to award counsel fees in a marital dissolution dispute ordinarily is based on an appraisal of the respective financial ability of each party to pay his or her own fees. See General Statutes § 46b-62; [Koizim v. Koizim](#), 181 Conn. 492, 500-501, 435 A.2d 1030 (1980). Where, however, ‘a party has engaged in egregious litigation misconduct that has required the other party to expend

significant amounts of money for attorney's fees, and where the court determines, in its discretion, that the misconduct has not been addressed adequately by other orders of the court, the court has discretion to award attorney's fees to compensate for the harm caused by that misconduct, irrespective of whether the other party has ample liquid assets and of whether the lack of such an award would undermine the court's other financial orders.' [Ramin v. Ramin](#), 281 Conn. 324, 357, 915 A.2d 790 (2007); see also General Statutes § 46b-87."

- [Medvey v. Medvey](#), 83 Conn. App. 567, 575, 850 A.2d 1092 (2004). "The defendant first posits that because his financial affidavit did not reflect an ability to pay the attorney's fees sought by the plaintiff, the court abused its discretion in awarding such fees. It is, however, well settled that pursuant to § 46b-87, the court has the authority to impose attorney's fees as a sanction for noncompliance with a court's dissolution judgment and that *'that sanction may be imposed without balancing the parties' respective financial abilities.'* (Emphasis added.) [Dobozy v. Dobozy](#), 241 Conn. 490, 499, 697 A.2d 1117 (1997). As such, the defendant's contention is without merit."
- [Jewett v. Jewett](#), 265 Conn. 669, 694, 830 A.2d 193 (2003). "In the present case, the trial court ordered the defendant to pay \$7500 toward the plaintiff's attorney's fees. The trial court awarded attorney's fees because it concluded that *'much of the plaintiff's accrued or already paid legal fees have been caused by the defendant's failure . . . promptly and candidly [to] comply with numerous motions and discovery.'* Moreover, the trial court awarded the plaintiff mostly nonliquid assets, such as the marital home and an interest in the defendant's pension that was not yet exercisable as of the date of dissolution. Conversely, the trial court noted that the defendant had converted most of his assets to cash. Accordingly, we find nothing in this record that persuades us that the trial court abused its discretion in ordering the defendant to pay a portion of the plaintiff's attorney's fees."
- [Sachs v. Sachs](#), 60 Conn. App. 337, 348, 759 A.2d 510 (2000). "The defendant first claims that the court's prior denial of attorney's fees to litigate trial court motions acts as a bar to future claims for attorney's fees. The defendant relies on our decision in [Durkin v. Durkin](#), 43 Conn. App. 659, 685 A.2d 344 (1996), for this proposition....The factual situation in *Durkin* and its holding are therefore not applicable here...."

"Furthermore, *Durkin* does not preclude future awards of attorney's fees once a trial court in a prior proceeding rules that no attorney's fees are warranted at that time. This is

evident by our choice of the words, 'may substantially control.' (Emphasis added.) Id. Such language is not mandatory. The trial court could have concluded, therefore, that because the plaintiff was being forced to defend another appeal to enforce its prior judgment, an award of attorney's fees was necessary to prevent the undermining of its previous financial orders."

"The defendant claims that his due process rights were violated because the plaintiff's motion sought \$10,000 for her appellate attorney's fees, but the trial court allowed her to testify that her attorney estimated the fees for the appeal to be 'in the range of about twenty-five thousand—[dollars].' The defendant's objection to this testimony as hearsay was overruled. This argument is factually flawed. First, the motion for attorney's fees sought \$15,000 to defend the appeal. That the plaintiff testified that her anticipated cost of appeal would exceed the requested \$15,000 is of no moment. The defendant, by the stated relief sought in the motion, was on notice that he faced a liability of only \$15,000. Furthermore, the court awarded only \$7500 in attorney's fees. We fail, therefore, to see how the defendant's due process rights could have been violated. (p. 349)

The defendant also claims that it was an abuse of discretion for the court to award attorney's fees because the plaintiff had already paid the \$10,000 retainer to her appellate counsel, and therefore the plaintiff was actually seeking a reimbursement. Because attorney's fees may be awarded even where both parties are financially able to pay their own fees; [Eslami v. Eslami](#), supra, 218 Conn. 820; we find that the court did not abuse its discretion in awarding fees in this case."

- [Durkin v. Durkin](#), 43 Conn. App. 659, 685 A.2d 344 (1996). "The defendant next complains that the trial court improperly failed to conduct a meaningful hearing on the plaintiff's motion for counsel fees to defend the appeal." (p. 662)

"It is axiomatic that parties to a marital action should not be deprived of their appellate rights because of lack of funds. [Febbroriello v. Febbroriello](#), 21 Conn. App. 200, 204-205, 572 A.2d 1032 (1990). Whether to award counsel fees in a dissolution action is within the discretion of the trial court. [Tessitore v. Tessitore](#), 31 Conn. App. 40, 44, 623 A.2d 496 (1993). There must be an adequate evidentiary basis, however, on which the trial court may exercise its discretion. [Castro v. Castro](#), 31 Conn. App. 761, 769, 627 A.2d 452 (1993)." (p. 663)

"...Those cases are distinguishable from the present case because in both *Castro* and *Bartley* the court modified or awarded counsel fees without any hearing whatsoever. Here, the trial court conducted a hearing and the gravamen of the defendant's claim is that the evidence the trial court received at that hearing was insufficient to support an award of counsel fees." (p.663)

"We have previously held that where there has been a hearing on financial issues at the time of trial, the trial court may be deemed to have sufficient information to award counsel fees to defend an appeal. *Tessitore v. Tessitore*, supra, 31 Conn. App. 44. In *Tessitore*, we did not eliminate the necessity of a hearing, however, we recognized that the trial court, apprised of the financial situation after a full trial on the merits, could properly consider the trial evidence while exercising its discretion to award counsel fees. *Id.* In the present case, the judge who had presided at the trial did not preside at the hearing on counsel fees. The second judge, however, had the full trial record available to him. We conclude that there was sufficient evidence to justify the award of counsel fees to defend the appeal." (p. 664)

- [Farrell v. Farrell](#), 36 Conn. App. 305, 650 A.2d 608 (1994). "The defendants make several arguments with respect to the award of attorney's fees. They first argue that the court abused its discretion under General Statutes § 46b-62 by awarding attorney's fees against the nonspouse defendants, Cifarelli and Palmieri. Pursuant to § 46b-62, 'the court may order ... *either spouse or either parent* to pay the reasonable attorney's fees of the other in accordance with their respective financial abilities and the criteria set forth in section 46b-82.' (Emphasis added.) Accordingly, attorney's fees in this case may be awarded only against a spouse. While not disputing this, the plaintiff presents several arguments in support of the award."
- [Lev v. Lev](#), 10 Conn. App. 570, 575, 524 A.2d 674 (1987). "Neither the Supreme Court nor this court has passed upon the propriety of an award of counsel fees to a pro se litigant. Almost all the courts that have considered the issue, however, have refused to grant attorney's fees to pro se litigants, **although for varying reasons**....Courts have reasoned, among other things, that the purpose of an award of attorney's fees is to allow a party to obtain counsel rather than to compensate litigants for their time, and that, without statutory authorization for such fees, such an award is improper. See 34 Stan. L. Rev. 659, supra. Following this majority view, we hold that the defendant is not entitled to attorney's fees for her own efforts on this appeal.

Nevertheless, the mere fact that the defendant entered a pro se appearance and filed a pro se brief does not mean that

she may not have actually incurred attorney's fees by way of legal advice, consultation, research or assistance in the preparation and typing of her brief. Furthermore, we recognize the proposition that an allowance to defend includes, in addition to attorney's fees, other items of expense such as fees and costs of transcripts. The order of the trial court awarding the allowance to defend the appeal, therefore, should be modified to reflect the actual amount, up to \$1500, that defendant actually spent towards attorney's fees, if any, and other allowable expenses."

- [Koizim v. Koizim](#), 181 Conn. 492, 501, 435 A.2d 1030 (1980). **"Counsel fees are not to be awarded merely because the obligor has demonstrated an ability to pay....In making its determination regarding attorney's fees the court is directed by General Statutes 46b-62 to consider the respective financial abilities of the parties. [Murphy v. Murphy](#), 180 Conn. 376, 380, 429 A.2d 897 (1980). Where, because of other orders, both parties are financially able to pay their own counsel fees they should be permitted to do so. Because the defendant had ample liquid funds as a result of the other orders in this case, there was no justification for an allowance of counsel fees."**
- [Murphy v. Murphy](#), 180 Conn. 376, 381, 429 A.2d 897 (1980). "Nowhere in the memorandum of decision or in the record does it appear that the court considered the criteria listed in General Statutes § 46b-82 in awarding attorney's fees. If we consider the financial position of the plaintiff as required by § 46b-82, there was no basis for the awarding of attorney's fees. No alimony was awarded to the plaintiff. It is true, as argued by the plaintiff, that although the statutory criteria for awarding alimony and attorney's fees are the same, the two awards are provided independently of each other in separate sections of the General Statutes. In this instance, however, not only did the court fail to award alimony, but it also stated, 'no alimony is warranted by the evidence.' Where it is clear that the court considered the evidence and found no basis for alimony, and where the same evidence must be considered for the award of attorney's fees, if there is no indication in the memorandum of decision or the record of any evidence which relates to one and not the other, there is error in the award of attorney's fees."
- [Rose v. Rose](#), 34 Conn. Supp. 221, 223, 385 A.2d 1 (1977). **"It is undisputed that no alimony or counsel fees can be awarded in this state unless in personam jurisdiction has been acquired. [Robertson v. Robertson](#), 164 Conn. 140, 144; [Beardsley v. Beardsley](#), 144 Conn. 725, 726-27.... Both parties concede that, on the basis of the undisputed facts of this case, an award for alimony and counsel fees cannot stand unless the defendant submits personally to the**

jurisdiction of this court or waives the jurisdictional defect. In *Beardsley v. Beardsley*, supra, 729-30, there is dicta to the effect that the defendant can file a special appearance and 'a plea of any kind raising any claim of lack of jurisdiction of his person.'"

WEST KEY NUMBERS:

- *Divorce*
 - V. Spousal support, allowances, and disposition of property
1130-1199
 - (H) Counsel fees, costs, and expenses
1130-1181

DIGESTS:

- **West's Connecticut Digest**
 - Divorce
 - V. Spousal Support, Allowances, and Disposition of Property
 - (H) Counsel Fees, Costs, and Expenses 1130-1199.
- *Connecticut Family Law Citations: A Reference Guide to Connecticut Family Law Decisions*, by Monika D. Young, LexisNexis, 2021.
 - Chapter 16. Family Law Practice, Fees and Attorneys Generally
 - § 16.03 Attorney and Guardian ad Litem Fees
- *Dowling's Digest* Dissolution of marriage
 - § 16 Counsel Fees and Costs

ENCYCLOPEDIAS:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 24A *Am. Jur. 2d* Divorce and Separation, Thomson West, 2018 (Also available on Westlaw)
 - III. Spousal Support; Alimony and Other Allowances
 - C. Suit money, counsel fees, and costs
 - 1. Suit money and counsel fees
 - A. In general §§ 607-611
 - B. Expenses associated with experts, guardians, detectives, and traveling §§ 612-615
 - C. Interim allowances §§ 616-618
 - D. Actions and proceedings in which allowance may be made §§ 619-627
 - E. Circumstances affecting right to allowance §§ 628-636
 - F. Procedure for allowance §§ 637-642
 - G. Amount and payment of allowance §§ 643-647
 - 2. Costs §§ 648-651
- 27B *C.J.S.* Divorce, Thomson West, 2016 (Also available on Westlaw)
 - V. Alimony, Maintenance and Support and Other Allowances, Generally
 - C. Attorney's fees and expenses**
 - 1. General considerations §§ 542-548

2. Divorce or related actions appropriate for an award of **attorney's fees** §§ 549-551
 - § 551—as to alimony or spousal
3. Procedural status of case at time of award
 - A. In general §§ 552-558
 - B. Award of attorney's fees on or pending appeal** §§ 559-561 Attorney fees and expenses
4. **Circumstances affecting allowance of attorney's fees**
 - A. In general §§ 562-569
 - B. Financial circumstances of parties §§ 570-575
5. **Amount of attorney's fees allowance**
 - A. In general §§ 576-578
 - B. Factors considered in setting amount of attorney's fees awarded** §§ 579-586
6. Defenses and objections §§587-588
7. Modification or termination of allowance §§ 589-591

- *Amount Of Allowance For Attorney Fees In Domestic Relations Action*, 45 *POF2d* 699 (1986).

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8A *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).

- Chapter 45. Fees and Costs
 - § 45.2. Factors to be considered—Generally
 - § 45.3. _____ Parties' financial abilities
 - § 45.4. Effect of fault on claims for attorney's fees**
 - § 45.5. Parties subject to attorney's fee awards**
 - § 45.6. Amount of allowance
 - § 45.7. Expert fees and allowances for other expenses
 - § 45.8. Agreements or property settlement provisions relating to attorney fees
 - § 45.9. Pendente lite award
 - § 45.11. Award in final judgment
 - § 45.12. Award on appeal
 - § 45.14 Attorney's fees for modification and enforcement proceedings**
 - § 45.15. **Attorney's fee award as sanction**
 - § 45.16. Fees for counsel for minor child or Guardian ad Litem
 - § 45.17. Hearing requirements
 - § 45.18. Enforcement of fee and expense awards
 - § 45.19. Proof of attorney's fee claims**

- *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.
 - Chapter 15. Counsel Fees
 - Part II: Determining the Court's Authority to Make Counsel Fee Awards**
 - Part III: Providing Evidence of Counsel Fees

- 1 *Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2021 (also available on Lexis).
Chapter 8. Temporary Counsel Fees and Expert Fees
Chapter 39. Permanent Counsel Fees

Section 8: Tax Consequences of Alimony

A Guide to Resources in the Law Library

SCOPE: Taxable and deductible alimony payments, including Public Law 115-97. Public Law 115-97 made changes to the deductibility and taxability of alimony payments under federal tax law.

SEE ALSO: [Tax Reform Basics for Individuals and Families](#), Pub. 5307, I.R.S., Tax Year 2019, (revised June 2020) [IMPORTANT: see clarification below].

[CLARIFICATION: Changes to deduction for certain alimony payments effective in 2019](#), I.R.S., (2021)

[Divorced or Separated Individuals](#), Pub. 504, I.R.S., (2021).

DEFINITION: P.L. 115-97, Sec. 11051. "This section repeals the deduction for alimony or separate maintenance payments from the payor spouse and the corresponding inclusion of the payments in the gross income of the recipient spouse." [Summary for H.R. 1—115th Congress \(2017-2018\)](#).

"Applicable to divorce or separation agreements entered into after 12/31/2018 or divorce or separation agreements modified after 12/31/2018 if they specifically mention this provision." Congressional Research Service Report, [The 2017 Tax Revision \(P.L. 115-97\): Comparison to 2017 Tax Law](#) (Feb. 6, 2018).

STATUTES: Repeal applicable to any divorce or separation instrument executed after Dec. 31, 2018.

You can visit your local law library or [search the most recent U.S. Code](#) on the U.S. Code website to confirm that you are accessing the most up-to-date laws.

- [Repealed] Internal Revenue Code § 71 [[26 USC § 71](#)] (2017). Alimony and Separate Maintenance Payments.
- [Repealed] Internal Revenue Code § 215 [[26 USC § 215](#)] (2017). Alimony, etc., payments.
- [Repealed] Internal Revenue Code § 682 [[26 USC § 682](#)] (2017). Income of an estate or trust in case of a divorce, etc.

PUBLIC LAW: • [P.L. 115-97, Sec. 11051. Repeal of Deduction for Alimony Payments](#)

REGULATIONS: [26 CFR Part 1](#) (2022)

You can visit your local law library or search the most recent C.F.R. on the [e-CFR website](#) to confirm that you are accessing the most up-to-date regulations.

Applicable Prior to Dec. 31, 2018

- § 1.71. Items specifically included in gross income
 - 1 Alimony and separate maintenance payments; income to wife or former wife
 - 1T Alimony and separate maintenance payments (temporary)

See [Table 2: Questions and Answers](#)

- § 1.215. Periodic alimony, etc., payments.
 - 1 Periodic alimony, etc. payments

–1T Alimony, etc., payments (temporary)

FORMS:

- [Divorced or Separated Individuals](#), Pub. 504, I.R.S., (2021).
[Worksheet 1. Recapture of Alimony](#)
[Worksheet 1. Recapture of Alimony--Illustrated](#)
- 1B *American Jurisprudence Legal Forms* (2008).
§ 17:84. Alimony and Separation—tax consequences of alimony and child support payments
- Barbara Kahn Stark, *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce*, 2d ed., LawFirst Publishing, 2003.
Chapter 12. Taxes.
Worksheet for recapture of alimony, p. 314

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Overley v. Overley](#), 209 Conn. App. 504, 516, ___ A.3d ___ (2021). “As the court noted in its decision, Congress recently passed the Tax Cuts and Jobs Act (TCJA), which included certain changes to the provisions of the federal tax code governing the tax treatment of alimony payments. See footnote 4 of this opinion. Specifically, under the TCJA, alimony payments are no longer considered taxable income of the recipient and may not be deducted from income by the payor. We agree with the plaintiff that neither the parties' prenuptial agreement nor a decree of dissolution can supersede the federal tax code. See [Shenk v. C.I.R.](#), 140 T.C. 200, 206 (2013) (‘ultimately it is the Internal Revenue Code and not [s]tate court orders that determine one's eligibility to claim a deduction for [f]ederal income tax purposes’); [Lowe v. Commissioner of Internal Revenue, T. C. Memo 2016-206](#), pp. 7-8, 112 T.C.M. (CCH) 514 (T.C. 2016) (‘as we have consistently held, a taxpayer's eligibility for deductions is determined under [f]ederal law—specifically, the express terms of the Internal Revenue Code—and [s]tate courts cannot bind the Commissioner [of Internal Revenue] to any particular treatment of a taxpayer’).

The claim that we have determined was preserved for our review is more narrow, however. That claim concerns whether the court should have entered orders that preserved for the defendant the ability to enjoy the benefits of the agreement to the extent permissible under the laws of the jurisdiction governing his income tax obligations. We agree with the defendant that the trial court's orders appear to preclude him from doing so.

The order at issue simply states, without reference to the parties' agreement, that ‘alimony shall be nontaxable to the plaintiff and nondeductible to the defendant.’ We presume, and on appeal the plaintiff contends, that the trial court entered this order to make it clear that the parties' respective tax obligations are to be governed by the recently

enacted federal tax laws, not the conflicting provisions of the agreement. As written, however, the court's order would prevent the defendant from exercising his contractual right to deduct alimony payments in accordance with the agreement even if his income tax obligations are governed by the laws of a jurisdiction that would otherwise permit such deductions and even if federal tax laws are amended in the future to permit such deductions. The court provided no justification for that result, and we suspect that it did not intend to issue orders having that effect.

Accordingly, we conclude that the court improperly ordered that the defendant may not, under any circumstances, deduct alimony payments from his income for tax purposes. We, therefore, reverse the judgment of the court as to tax deductibility and remand the case with direction to enter a new order that the provision of the agreement as to deductibility shall apply so long as it does not conflict with the controlling law of any jurisdiction in which the parties file tax returns.⁷”

- [Biddle v. Commissioner of Internal Revenue](#), 2020 TC Memo 39 (2020). “Petitioner deducted alimony of \$28,000 on his 2015 return. Petitioner argues that the deduction was proper because the payments were made pursuant to his obligation to pay ‘alimony’ under the decree. He further contends that the decree and the modified decree designated alimony and child support as two separate payments. Conversely, respondent contends that petitioner’s designated alimony payments were nondeductible child support payments because one of the contingencies that would terminate the payments was petitioner’s youngest child’s 18th birthday. We agree with respondent.”
- [O’Brien v. O’Brien](#), 138 Conn. App. 544, 566, 53 A.3d 1039 (2012). “[F]or income tax purposes an unallocated award of alimony and support is deductible by the [payor] and taxable to the [payee].” [Powers v. Powers](#), 186 Conn. 8, 11, 438 A.2d 846 (1982). A trial court properly may consider the tax consequences of its award. *Id.*, at 10, 438 A.2d 846.

“In this case, if the court had articulated findings pursuant to the guidelines, it may well have undercut the tax benefits afforded the parties by an award of unallocated support. Given the argument of the plaintiff’s counsel at the conclusion of trial, he and the plaintiff were well aware of the tax benefits and implications of unallocated support. Pursuant to his final argument, the plaintiff was willing to forego the tax benefits to him and pay child support beyond the limits and percentages established by the child support regulations, if the court did not award the defendant alimony.”

- [Dombrowski v. Noyes-Dombrowski](#), 273 Conn. 127, 131, 869 A.2d 164 (2005). "On appeal, the defendant claims that the trial court improperly characterized the lottery winnings as alimony as opposed to marital property because: (1) the trial court treated the lottery payments as marital property in its division of assets notwithstanding the label of alimony; and (2) the trial court's order is inconsistent with the definition of alimony set forth in the Internal Revenue Code."
- [Sperling v. Commissioner of Internal Revenue](#), 726 F.2d 948 (1984). "Appellant Herbert Sperling (Sperling)¹ asserts here as he did before the Commissioner of Internal Revenue (Commissioner) that college expenses of Sperling's children by his former wife paid by him pursuant to a stipulated separation agreement and judgment are alimony and thus deductible because a sum certain was not fixed and an economic benefit was conferred on his former wife. Appellant further maintains that life insurance premium payments made by Sperling were constructively received by his former wife and constitute alimony based on an economic benefit theory, even though his former wife did not own the policies and she and her children were not absolute beneficiaries thereof. The Commissioner disagreed and determined deficiencies in appellants' federal income taxes of \$19,973.32[2] for the tax years 1974-76. The tax court found for the Commissioner. 45 T.C.M. (CCH) 193 (1982). We affirm."
- [Wright v. Wright](#), 284 NW2d 894, 903 (1979). "It is not the labels placed by the payment which are determinative under the federal tax law. It is the structure and effect of the payments which control the characterization."
- [Emmons v. Commissioner](#), 36 TC 728, 738 (1961). "For purpose of section . . . 71(a), the fact that a payment is labeled 'alimony' is not controlling. The reports are replete with unsuccessful attempts to achieve a desired descriptive terms for the transaction involved."

ENCYCLOPEDIAS:

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 24A *Am. Jur. 2d* Divorce and Separation, Thomson West, 2018 (Also available on Westlaw).
 - III. Spousal Support; Alimony and Other Allowances
 - B. Temporary alimony
 - 5. Amount of allowance
 - § 596. Spouses' financial condition
 - D. Permanent alimony
 - 3. Determining right and amount of permanent alimony
 - B. Factors or circumstances determining permanent alimony
 - 7. Modification of permanent alimony
 - B. Grounds for modification of permanent alimony

§ 703. Tax changes considered for modification of permanent alimony

- 27B *C.J.S. Divorce*, Thomson West, 2016 (Also available on Westlaw).
Permanent alimony
Circumstances affecting allowance; mode and amount of allowance
§ 617. Tax consequences

PAMPHLETS:

- [*Divorced Or Separated Individuals*](#) (2021) (Internal Revenue Service Publication 504 for use in preparing return – see Alimony)

“Instruments Executed Before 1985

Information on pre-1985 instruments was included in this publication through 2004. If you need the 2004 revision, please visit [IRS.gov/FormsPubs](https://www.irs.gov/forms-pubs).

Certain Rules for Instruments Executed or Modified After 2018

Amounts paid as alimony or separate maintenance payments under a divorce or separation instrument executed after **2018 won't be** deductible by the payer. Such amounts also **won't be includible in the income of the recipient. The same** is true of alimony paid under a divorce or separation instrument executed before 2019 and modified after 2018, if the modification expressly states that **the alimony isn't** deductible to the payer or includible in the income of the recipient. The examples below illustrate the tax treatment of alimony payments under the post-2018 alimony rules. In each of the examples, assume the payments qualify as alimony under the Internal Revenue Code of 1986.”

TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8A *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2021-2022 supplement (also available on Westlaw).
Chapter 56. Federal law affecting Connecticut domestic relations practice
§ 56.7. The impact of federal alimony rules
- *LexisNexis Practice Guide: Connecticut Family Law*, 2022 edition, Louise Truax, editor, LexisNexis.
Chapter 5. Alimony
§ 5.26 Making Unallocated Alimony and Support Orders – Tax Considerations for Pre 2019 Orders
Chapter 18. Divorce Taxation
§ 18.07 Assessing the Tax Implications of Alimony and Child Support
- *A Practical Guide to Divorce in Connecticut*, Hon. Barry F. Armata and Campbell D. Barrett, editors, 2013, Massachusetts Continuing Legal Education, with 2018 supplement.

Chapter 6. Alimony
§ 6.17 Tax Issues

- 4 *Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2021 (also available on Lexis).
Chapter 40. Tax Considerations: Spousal and Child Support

Table 2: Questions & Answers on Alimony and Taxes

<u>26 CFR § 1.71-1T (April 1, 2017)</u> Applicable to divorce or separation instruments executed before Jan. 1, 2019.		
Q-1	What is the income tax treatment of alimony or separate maintenance payments?	A-1
Q-2	What is alimony or separate maintenance payment?	A-2
Q-5	May alimony or separate maintenance payments be made in a form other than cash?	A-5
Q-9	What are the consequences if, at the time a payment is made, the payor and payee spouses are members of the same household?	A-9
Q-12	Will a divorce or separation instrument be treated as stating that there is no liability to make payments after the death of the payee spouse if the liability to make such payments terminates pursuant to applicable local law or oral agreement?	A-12
Q-13	What are the consequences if the payor spouse is required to make one or more payments (in cash or property) after the death of the payee spouse as a substitute for the continuation of pre-death payments which would otherwise qualify as alimony or separate maintenance payments?	A-13
Q-15	What are the consequences of a payment which the terms of the divorce or separation instrument fix as payable for the support of a child of the payor spouse?	A-15

Section 9: Words & Phrases: Alimony

ALIMONY: "The term alimony usually and technically means an allowance for spousal support and is distinguishable from property division and child support." [In Re Marriage of Sjulín](#), 431 NW2d 773 (Iowa 1988).

COBRA: "At the time of the divorce, the defendant had health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) see Consolidated Omnibus Reconciliation Act of 1985, 29 U.S.C. §§ 1161 through 1168;" [Winters v. Winters](#), 140 Conn. App. 816, 819, 60 A.3d 351 (2013).

COHABITATION: "...the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party." Conn. Gen. Stat. [§ 46b-86\(b\)](#) (2022 Supplement).

CONSTRUCTIVE TRUST: "A constructive trust is an equitable remedy imposed to prevent unjust enrichment." [Gulack v. Gulack](#), 30 Conn. App. 305, 311, 620 A.2d 181 (1993). [See:] "The trial court also was in error in imposing a constructive trust in favor of the defendant on the jointly owned home." [Brown v. Brown](#), 190 Conn. 345, 349, 460 A.2d 1287 (1983).

CONTEMPT: "is a disobedience to the rules and orders of a court which has power to punish for such an offense A civil contempt is one in which the conduct constituting the contempt is directed against some civil right of an opposing party and the proceeding is initiated by him." [Stoner v. Stoner](#), 163 Conn. 345, 359, 307 A.2d 146 (1972).

COURT ORDER MUST BE OBEYED: ". . . an order entered by a court with proper jurisdiction 'must be obeyed by the parties until it is reversed by orderly and proper proceedings.' (Internal quotation marks omitted.) [[Cologne v. Westfarms Associates](#), 197 Conn. 141, 145, 496 A.2d 476 (1985)] Id. We noted that a party has a duty to obey a court order 'however erroneous the action of the court may be. . . .' (Internal quotation marks omitted.) Id. We registered our agreement with the 'long-standing rule that a contempt proceeding does not open to reconsideration the legal or factual basis of the order alleged to have been disobeyed. . . .' (Internal quotation marks omitted.) Id., 148. Finally, we emphasized that 'court orders must be obeyed; there is no privilege to disobey a court's order because the alleged contemnor believes that it is invalid.'" [Mulholland v. Mulholland](#), 229 Conn. 643 649, 643 A.2d 246 (1994).

DISCRETION, ABUSE OF: "Trial courts are vested with broad and liberal discretion in fashioning orders concerning the type, duration and amount of alimony and support, applying in each case the guidelines of the General Statutes. If the court considers the relevant statutory criteria when making its alimony and support award, the award may not be disturbed unless the court has abused its discretion." [Hartney v. Hartney](#), 83 Conn. App. 553, 559, 850 A.2d 1098, cert. den. 271 Conn. 960 (2004).

DOUBLE COUNTING: "We conclude that the trial court did not improperly double count the value of the defendant's businesses in the present case because any rule against double counting does not apply when the distributed asset is the value of a business and the alimony is based on income earned from that business." [Oudheusden v. Oudheusden](#), 338 Conn. 761, 781, 259 A.3d 598 (2021).

DOUBLE DIPPING: "The general principle is that a court may not take an income producing asset into account in its property division and also award alimony based on that same income. See [Callahan v. Callahan](#), 157 Conn. App. 78, 95, 116 A.3d 317, cert. denied, 317 Conn. 913, 116 A.3d 812 (2015) and cert. denied, 317 Conn. 914, 116 A.3d 813 (2015)." [Oudheusden v. Oudheusden](#), 190 Conn. App. 169, 170, 209 A.3d 1282 (2019).

EARNING CAPACITY: "While there is 'no fixed standard' for the determination of an individual's earning capacity; [Yates v. Yates](#), 155 Conn. 544, 548, 235 A.2d 656 (1967); it is well settled that earning capacity 'is not an amount which a person can theoretically earn, nor is it confined to actual income, but rather it is an amount which a person can realistically be expected to earn considering such things as his vocational skills, employability, age and health.' [Lucy v. Lucy](#), 183 Conn. 230, 234, 439 A.2d 302 (1981)." [Bleuer v. Bleuer](#), 59 Conn. App. 167, 170, 755 A.2d 946 (2000).

EMPLOYMENT, CHOICE OF: ". . . as the trial court noted, the parties are entitled to pursue any employment they choose so long as they do not fraudulently restrict their earning capacity for the purpose of avoiding support obligations." [Jewett v. Jewett](#), 265 Conn. 669, 687, 830 A.2d 193 (2003).

EQUITABLE: "The trial court may award alimony to a party even if that party does not seek it and has waived all claims for alimony. Id., [102-105] (court free to reject stipulation of parties for no alimony as unfair and inequitable and to award \$1 per year alimony). A trial court may award alimony as part of the court's general equitable power." [Porter v. Porter](#), 61 Conn. App. 791, 797-798, 769 A.2d 725 (2001).

GROSS INCOME (Additional): "The defendant first claims that the court improperly included in its alimony order a percentage of future additional gross income. We disagree In its order, the court stated that the defendant would have to pay to the plaintiff a sum equal to a percentage of his additional gross income, which would include but not be limited to cash payments, bonuses and vested stock options. The defendant argues that the court could not make this order because it was making a modification of alimony without a showing of a substantial change of circumstances. We are not persuaded by this argument." [Guarascio v. Guarascio](#), 105 Conn. App. 418, 421-422 (2008).

LIFE INSURANCE AS **SECURITY FOR ALIMONY:** "The ordering of security for alimony by a trial court is discretionary under [General Statutes § 46b-82]." [Cordone v. Cordone](#), supra, 51 Conn. App. [530,]534; General Statutes § 46b-82. The court's discretion, however, is not without limits. This court has held that the trial court must delve into certain matters before ordering a party to obtain life insurance to secure the payment of alimony. See [Michel](#)

[v. Michel](#), 31 Conn. App. 338, 341, 624 A.2d 914 (1993). Specifically, the court must engage in a search and inquiry into the cost and availability of such insurance. *Id.*; see also [Lake v. Lake](#), 49 Conn. App. 89, 92, 712 A.2d 989, cert. denied, 246 Conn. 902, 719 A.2d 1166 (1998).” [Parley v. Parley](#), 72 Conn. App. 742, 746, 807 A.2d 982 (2002).

LONG ARM STATUTE: “(b) The court may exercise personal jurisdiction over the nonresident party as to all matters concerning temporary or permanent alimony or support of children, only if: (1) The nonresident party has received actual notice under subsection (a) of this section; and (2) the party requesting alimony meets the residency requirement of section 46b-44.” Conn. Gen. Stat. [§ 46b-46\(b\)](#) (2021).

LUMP SUM ALIMONY: “**Lump sum alimony, even where** divided into instalments, is payable in full regardless of future events such as the death of the husband or **the remarriage of the wife.**” [Pulvermacher v. Pulvermacher](#), 166 Conn. 380, 385, 349 A.2d 836 (1974).

MOTION FOR CLARIFICATION: “. . . we conclude that where there is an ambiguous term in a judgment, a party must seek a clarification upon motion rather than resort to self-help.” [Sablosky v. Sablosky](#), 258 Conn. 713, 720, 784 A.2d 890 (2001).

NET vs. GROSS INCOME: “The court relied solely on the parties' gross incomes in fashioning the financial orders. We conclude, therefore, that the court improperly designed its financial orders by relying on the parties' gross incomes rather than on their net incomes.” [Ludgin v. McGowan](#), 64 Conn. App. 355, 359, 780 A.2d 198 (2001).

NOMINAL ALIMONY: “**Finally, we recognize that a nominal alimony award may often be appropriate when the present circumstances will not support a substantial award. Nominal awards, however, are all that are necessary to afford the court continuing jurisdiction to make appropriate modifications. We have stated that ‘because some alimony was awarded, [one dollar per year] with no preclusion of modification, if the circumstances warrant, a change in the award can be obtained at some future date.’** [Ridgeway v. Ridgeway](#), 180 Conn. 533, 543, 429 A.2d 801 (1980); see also General Statutes § 46b-86; [Ridolfi v. Ridolfi](#), 178 Conn. 377, 379-80, 423 A.2d 85 (1979). Concededly, in this case, no significant alimony appears to have been warranted at the time of trial. This was particularly true because, at the time of dissolution, the defendant's salary was roughly equal to that of the plaintiff and, with further effort, could have been increased significantly. The failure to award any alimony at the time of trial, however, permanently precluded the defendant from seeking alimony at a future date should **those circumstances change.**” [Simmons v. Simmons](#), 244 Conn. 158, 185-186, 708 A.2d 949 (1998). [Emphasis added].

PENDENTE LITE: “**means alimony or maintenance ‘pending litigation’ and is payable during the pendency of a divorce proceeding so as to enable a dependent spouse to proceed with or defend against the action.**” [Jayne v. Jayne](#), 663 A.2d 169, 176 (Pa. Super. 1995).

PERMANENT ALIMONY: "Unless and to the extent that the decree precludes modification, any final order for the periodic payment of permanent alimony or support, an order for alimony or support pendente lite or an order requiring either party to maintain life insurance for the other party or a minor child of the parties may, at any time thereafter, be continued, set aside, altered or modified by the court upon a showing of a substantial change in the circumstances of either party or upon a showing that the final order for child support substantially deviates from the child support guidelines established pursuant to section 46b-215a, unless there was a specific finding on the record that the application of the guidelines would be inequitable or inappropriate. . . Conn. Gen. Stat. [§ 46b-86\(a\)](#) (2022 Supplement).

"(b) In an action for divorce, dissolution of marriage, legal separation or annulment brought by a spouse, in which a final judgment has been entered providing for the payment of periodic alimony by one party to the other spouse, the Superior Court may, in its discretion and upon notice and hearing, modify such judgment and suspend, reduce or terminate the payment of periodic alimony upon a showing that the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party. In the event that a final judgment incorporates a provision of an agreement in which the parties agree to circumstances, other than as provided in this subsection, under which alimony will be modified, including suspension, reduction, or termination of alimony, the court shall enforce the provision of such agreement and enter orders in accordance therewith." **Conn. Gen. Stat. [§ 46b-86\(b\)](#)** (2022 Supplement).

REHABILITATIVE ALIMONY: "'In particular, rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency.... Rehabilitative alimony is not limited to that purpose, however, and there may be other **valid reasons for awarding it.**' (Internal quotation marks omitted.) [Dees v. Dees](#), 92 Conn. App. 812, 820, 887 A.2d 429 (2006)." [Gamble-Perugini v. Perugini](#), 112 Conn. App. 231, 237, 962 A.2d 192 (2009).

REMARRIAGE: "**It is true that the subsequent remarriage of a divorced woman gives rise to an inference of abandonment of her right to alimony.**" [Piacquadio v. Piacquadio](#), 22 Conn. Sup. 47, 49, 159 A.2d 628 (1960).

REQUEST FOR LEAVE: Official Judicial form (JD-FM-202) to be filed with Motion to Modify (JD-FM-174), if required. See Conn. Practice Book § [25-26](#) (2022).

STANDARD OF APPELLATE REVIEW: "A finding of contempt is a question of fact, and our standard of review is to determine whether the court abused its discretion in failing to find that the actions or inactions of the [party] were in contempt of a court order. . . . To constitute contempt, a party's conduct must be wilful. . . . Noncompliance alone will not support a judgment of contempt." (Citation omitted; internal quotation marks omitted.) [Priat v. Priat](#), 67 Conn. App. 7, 14, 787 A.2d 50 (2001).

SUBSTANTIAL CHANGE OF CIRCUMSTANCES: "(a) Unless and to the extent that the decree precludes modification, any final order for the periodic payment of permanent alimony or support, an order for alimony or support pendente lite or an order requiring either party to maintain life insurance for the other party or a minor child of the parties may, at any time thereafter, be continued, set aside, altered or modified by the court upon a showing of a substantial change in the circumstances of either party or upon a showing that the final order for child support substantially deviates from the child support guidelines established pursuant to section 46b-215a, unless there was a specific finding on the record that the application of the guidelines would be inequitable or inappropriate. There shall be a rebuttable presumption that any deviation of less than fifteen per cent from the child support guidelines is not substantial and any deviation of fifteen per cent or more from the guidelines is substantial. Modification may be made of such support order without regard to whether the order was issued before, on or after May 9, 1991. In determining whether to modify a child support order based on a substantial deviation from such child support guidelines the court shall consider the division of real and personal property between the parties set forth in the final decree and the benefits accruing to the child as the result of such division. After the date of judgment, modification of any child support order issued before, on or after July 1, 1990, may be made upon a showing of such substantial change of circumstances, whether or not such change of circumstances was contemplated at the time of dissolution. By written agreement, stipulation or decision of the court, those items or circumstances that were contemplated and are not to be changed may be specified in the written agreement, stipulation or decision of the court. This section shall not apply to assignments under section 46b-81 or to any assignment of the estate or a portion thereof of one party to the other party under prior law. No order for periodic payment of permanent alimony or support may be subject to retroactive modification, except that the court may order modification with respect to any period during which there is a pending motion for modification of an alimony or support order from the date of service of notice of such pending motion upon the opposing party pursuant to section 52-50. If a court, after hearing, finds that a substantial change in circumstances of either party has occurred, the court shall determine what modification of alimony, if any, is appropriate, considering the criteria set forth in section 46b-82." Conn. Gen. Stat. [§ 46b-86\(a\)](#) (2022 Supplement).

TIME LIMITED ALIMONY: "There are several valid reasons for the awarding of time limited alimony. One is the 'sound policy that such awards may provide an incentive for the spouse receiving support to use diligence in procuring training or skills necessary to attain self sufficiency.' (Internal quotation marks omitted.) Id. [Roach v. Roach](#), [20 Conn. App. 500, 568 A.2d 1037 (1990)] supra, 506. A time limited alimony award generally is for rehabilitative purposes, but other reasons may also support this type of alimony award. Another reason is to provide support for a spouse until some future event occurs that renders such support less necessary or unnecessary. [Ippolito v. Ippolito](#), [28 Conn. App. 745, 612 A.2d 131, cert. den. 224 Conn. 905 (1992)] supra, 752; [Wolfburg v. Wolfburg](#), [27 Conn. App. 396, 606 A.2d 48 (1992)] supra, 400." [Mathis v. Mathis](#), 30 Conn. App. 292, 294, 620 A.2d 174 (1993).