

TTD-FA23-6027598-S : SUPERIOR COURT  
MARK M. DE LOUREIRO : JUDICIAL DISTRICT  
V. : OF TOLLAND  
CANDACE L. DE LOUREIRO : MAY 13, 2024

Received  
05-13-2024

MEMORANDUM OF DECISION

This dissolution of marriage action was commenced by the plaintiff Mark M. De Loureiro (hereinafter "Plaintiff/Husband") against the defendant Candace L. De Loureiro (hereinafter "Defendant/Wife") by summons and complaint dated July 27, 2023, bearing a return date of August 8, 2023. The matter was tried to the court on February 28, 2024. The Plaintiff/Husband was represented by Attorney Peter M. Berry of Berry Law, LLC; the Defendant/Wife was represented by Attorney Fatima T. Lobo of Lobo & Associates, LLC. Both parties testified at trial, as did Mayra Piquette, the Plaintiff/Husband's mother; Chelsea Aiken, the Plaintiff/Husband's friend; Laura Callahan, the Plaintiff/Husband's expert witness; and Scott Dolphin, the Defendant/Wife's expert witness. In addition, numerous exhibits were introduced into evidence at trial.

Based upon the evidence and testimony presented at trial and having observed the demeanor and assessed the credibility of the witnesses, the court makes the following findings of fact and conclusions of law based upon a fair preponderance of the evidence.

Memorandum sent ~~to~~ on 05/13/2024 to:  
Mark M. De Loureiro via Attorney Peter M. Berry - JDNO  
Candace L. De Loureiro via Attorney Fatima T. Lobo - JDNO  
Reporter of Judicial Decisions - Electronic

*Doreen Snyder, AC*

### **Jurisdiction**

The parties were married on December 18, 2010, in West Hartford, Connecticut. The Plaintiff/Husband has continuously resided in the State of Connecticut for at least a year before commencing this action. There are no children issue of this marriage. Neither party has been the recipient of state or municipal cash assistance during the marriage. The allegations of the complaint are proven and are true. The marriage of the parties has broken down irretrievably and there is no hope of reconciliation. The court has jurisdiction over this matter and all statutory stays have expired.

## II

### **Factual Background and Findings**

It is noteworthy that at the beginning of the trial, the parties were able to stipulate to certain orders regarding their finances, which stipulations are contained in Section A of this Memorandum of Decision. As such, the court will only address those facts necessary to make findings and issue orders regarding the contested aspects of the parties' finances.

The parties met in July 2008 through a mutual friend. At that time the Plaintiff/Husband was living with his mother; the Defendant/Wife was living in an apartment in Hartford. The Plaintiff/Husband moved into the apartment in September 2008 and the parties were engaged in February 2010.

The Plaintiff/Husband is 43 years old; he has a high school diploma, attended technical school and has military training. The Plaintiff/Husband was previously employed as a service technician at Butler Diversified Services and managed the day-to

day operation, earning approximately \$1,000/week. In May of 2023 the Plaintiff/Husband underwent open heart surgery; he was out of work for three (3) months on short term disability, earning less than his normal pay. Due to his health, he can not perform his prior job. In August 2023 he secured his current employment as a service technician at Energy Distribution Partners. According to his signed, sworn Financial Affidavit, he earns \$1,320/week plus \$484/week in overtime and \$68/week in on-call pay for a total of \$1,872/week (\$97,344/year).

The Defendant/Wife is 52 years old; she has an Associates Degree. She worked at New Boston Fund for 20 years in property management until 2019. Beginning in September 2018 she also worked at Reese Commercial Real Estate Services for a short period of time. In February 2019 she began working in the Tolland Public Schools as a 10-month employee which paid considerably less than what she had been earning prior. The parties discussed and agreed that the Defendant/Wife should take the job because the benefits were good and the job was a better fit for her. In August 2020 the Defendant/Wife secured a 12-month position as an administrative assistant in the Tolland Public Schools; she currently works 35 hours per week and, according to her signed, sworn Financial Affidavit earns \$1,063.00/week (\$55,276/year). These earnings are in line with what she was making previously in most of the years when she was in property management.

**A. Marital Home:**

The parties purchased the marital home located at 358 Lake Street, Vernon, Connecticut in October 2016. The Plaintiff/Husband moved out in August 2023, claiming that he was afraid the Defendant/Wife would have him arrested. He testified that at first

he was sleeping in his truck. He is currently living in a house owned by Palm Enterprises, LLC which company is controlled by the Aiken family; he is not paying rent to live there. The Defendant/Wife stopped living at the marital home in February 2024 when she broke her dominant arm and needed to live with family members who could take care of her. As such, neither party is living in the marital home.

The parties have stipulated that the current mortgage on the house is \$187,415. They disagree on the value of the house and each had their own expert witness testify as to their opinion of the value. The attorneys stipulated to the qualifications of the Plaintiff/Husband's expert witness, Lara Callahan, who is a real estate appraiser. Ms. Callahan testified that she was hired by both parties to appraise the house in 2023. She submitted a report dated August 2, 2023, stating that the value of the house at that time was \$320,000. She testified that there has been some change in the real estate market since then, estimating that the house might be worth approximately 2% more now, so that \$326,000 would be a reasonable assumption. Ms. Callahan admitted that the approximation was subjective because she did not do an updated appraisal for these proceedings. Ms. Callahan testified that Attorney Lobo asked her to update the appraisal, but Attorney Berry did not agree to that and, since she was hired to do a joint appraisal, unless both parties/attorneys agreed that she do more work on a case, she could not do so.

The attorneys stipulated to the qualifications of Defendant/Wife's expert witness, Scott Dolphin, who is a real estate appraiser. He testified that he was hired by the Defendant/Wife to appraise the house in 2024. He submitted a report dated February 5, 2024 stating that the value of the house at that time was \$341,000.

Both appraisers critiqued the work and report of the other, stating that they would have done certain things differently. The court is not so much concerned about the fact that the appraisers would use different comparable properties or that they would weigh some of the features of the comparables differently. The court is struck by the fact that the Plaintiff/Husband, through his attorney would not agree to have the jointly hired appraiser do an update for the purposes of this trial. Instead, the Plaintiff/Husband is asking this court to rely on an appraisal that was almost seven (7) months old as of the date of the trial. He then put Ms. Callahan on the stand and she admitted that because she was not permitted to do an update, she has to estimate what the current value of the house is. The Plaintiff/Husband wants the court to rely on that subjective number of \$326,000 as the value of the house. The court prefers to rely on discernable facts based upon recognized processes and procedures. That requires a current real estate appraisal using the most recent comparables available to the appraiser. As such, the court will find that the current value of the marital home is \$341,000, as reflected in Mr. Dolphin's report. As noted above, the parties stipulated that the current outstanding mortgage is \$187,415; as such, the equity in the house is \$153,585.

**B. Stockbridge Cottage:**

The Defendant/Wife testified that she was added to the title of a cottage in Stockbridge, Massachusetts in June 2016 along with her parents and her brother. The Plaintiff/Husband testified that he contributed to the maintenance and upkeep of the cottage by performing various projects. The Defendant/Wife also testified that the Plaintiff/Husband helped out around the cottage, assisting her father with various projects. In addition, the Defendant/Wife testified that the parties would use the cottage

several times a year, and that the Plaintiff/Husband would bring his boat and go fishing. The Plaintiff/Husband confirmed that the parties would occasionally go to the cottage and that he would fish when he was there, though he emphasized that he would also work on projects.

The cottage was sold in August 2022 and the Defendant/Wife received \$150,040; she deposited \$144,540 into the parties joint account. The Plaintiff/Husband used \$17,500 of that money to purchase his 2022 Toyota Tacoma, with the agreement that he would pay the money back to the Defendant/Wife. In July 2023 the Plaintiff/Husband's mother Mayra Piquette, paid the Defendant/Wife the \$17,500 on behalf of her son. Ms. Piquette testified that the money she paid the Defendant/Wife for the benefit of the Plaintiff/Husband was her gift to her son.

The Defendant/Wife testified, and her exhibits show that the proceeds from the sale of the cottage were used to pay off some of the parties credit card debt, pay joint federal and Connecticut taxes and Massachusetts taxes, pay off the parties joint HELOC, payoff a joint Santander Bank loan and was used for improvements on the marital home. There is no money left from the sale of the cottage.

**C. Credits:**

The Plaintiff/Husband is seeking to have the court give him credit him for the work that he did at the cottage when calculating the division of the assets that remain. He is also looking to have the court credit him with \$7,000 for the money he testified went toward the purchase of the Defendant/Wife's 2019 Toyota Highlander because he sold certain assets to put a downpayment on that car.

The Defendant/Wife is seeking to have the court credit her with \$85,000 because all of the money she got from the sale of the cottage has been spent and the Plaintiff/Husband benefitted from the same. She is also looking for the court to take into consideration the value of the various tools, lawn equipment and trailers that the Plaintiff/Husband is keeping.

As to the cottage, the Defendant/Wife made the decision to deposit the proceeds from the sale into a joint bank account. Thereafter, the parties made joint decisions on how to spend that money and it appears as though most, if not all of the expenditures benefitted both of the parties. This court will not second guess their decisions on how they spent the money, nor will it offer an opinion as to how or why the parties should have done things differently. They made joint and individual decisions to spend the proceeds from the sale of the cottage and there is nothing left. As such, the Defendant/Wife will not receive the \$85,000 credit that she is seeking. The fact that the Plaintiff/Husband helped around the cottage and did various projects is not in dispute, but there was no testimony that any significant marital funds were spent on the cottage. The Plaintiff/Husband certainly benefitted from the cottage when he spent time there relaxing and fishing. He also certainly benefitted financially from the proceeds from the sale of the cottage. As such, the Plaintiff/Husband will not receive any monetary credit for doing work at the cottage.

As to the Plaintiff/Husband's request that he get credit for the \$7,000 that was put down on the Defendant/Wife's automobile, once again, that was a financial decision that the parties made, and this court will not second guess that decision or try to unwind it. As such, the Plaintiff/Husband will not get the credit he is seeking.

As to the Defendant/Wife's request that the court take into consideration the value of the various tools, lawn equipment and trailers that the Plaintiff/Husband is keeping, the court will do so because these are tangible assets that he is retaining. The court accepts the Plaintiff/Husband's estimated value of those items as listed on his Financial Affidavit. The court notes that the Boss ATV Plow is not listed on the Plaintiff/Husband's Financial Affidavit; the court will accept the Defendant/Wife's estimated value as listed on her Financial Affidavit. As such, the court finds that the Plaintiff/Husband is retaining various tools, lawn equipment and trailers with a value of \$16,400 and will factor that in when deciding the final distribution of assets.

The court will also factor in the difference in the equity of the parties' automobiles that they are retaining: \$14,904 for the Plaintiff/Husband and \$9,800 for the Defendant/Wife.

**D. Fault:**

Both parties are also asking the court to take into account their respective allegations of fault when deciding how to allocate the distribution of assets in this case. The Plaintiff/Husband alleges that the Defendant/Wife mis-handled the parties finances and that she would refuse to update him on the status of the same. His position was that he contributed more financially than the Defendant/Wife did and that she spent more than he did. He denies that any of his expenditures contributed to the financial difficulties the parties experienced. However, he did admit that he spent thousands of dollars on fishing equipment, boats, trailers, etc. He also confirmed that he owns thousands of dollars worth of guns. The Defendant/Wife testified that both of the parties were not as good with money as they should have been. It is clear from much of the



testimony and evidence presented at trial that the parties lived beyond their means. They jointly requested that the Plaintiff/Husband's mother, Mayra Piquette assist them at times to analyze their finances and make recommendations as to how to address their debt. Ms. Piquette has a background in finance, and she had prepared the parties income tax returns since approximately 2014. Ms. Piquette recommended cutting down on discretionary spending which the Defendant/Wife testified that she did. Ms. Piquette recommended against taking out a personal loan to pay off credit card debt. The Defendant/Wife testified that the parties decided to take out the Santander loan; the Plaintiff/Husband denies that he agreed to the loan. Nevertheless, the parties have stipulated at trial that they will be equally responsible for the outstanding balance due on that Santander loan. So, the parties followed some of the recommendations of Ms. Piquette, and decided against some of the others. But it is clear to this court that both of the parties had no trouble purchasing items that they wanted and worrying about how to pay for them later. The court concludes that the parties bear equal responsibility for the financial situation that they found themselves in during and at the end of their marriage.

The Plaintiff/Husband testified that the parties slept in separate bedrooms for the majority of their marriage, at first because his employment at the time required him to be on call 24/7. He claims that when they bought the marital home in 2016 the Defendant/Wife took the master bedroom, and he took the spare bedroom, and that the Defendant/Wife told him there was no room for him in the master bedroom. When the Plaintiff/Husband changed jobs in 2017 and was no longer on call, the parties still did not share the same bedroom. The Plaintiff/Husband testified that the Defendant/Wife

was bothered by his snoring and by the fact that he sometimes smelled like ethnic foods. The Defendant/Wife testified that she was becoming disconnected from the marriage due to the Plaintiff/Husband's temper.

The Defendant/Wife alleges that the Plaintiff/Husband has a volatile temper and that he has been verbally abusive to her; she testified that he has never put his hands on her. The Plaintiff/Husband admitted that he has destroyed personal property when angered at the Defendant/Wife. He claims that the Defendant/Wife "flips his switch"; he testified that both of the parties were verbally abusive to each other. He admitted that he raised his voice at the Defendant/Wife when she could not find a copy of a certain family recipe he wanted, to the point that she became very upset, crying and hyperventilating. He testified that any verbal abuse on his part was because of his blood pressure and heart condition. The court will note that the Plaintiff/Husband had difficulty controlling his temper when he was on the witness stand during this trial. The court concludes that the Plaintiff/Husband's temper was a contributing factor in the breakdown of the marriage.

The Defendant/Wife testified that the apologies she would get from the Plaintiff/Husband for his behavior just stopped working for her and made her not want to be intimate with him. In terms of the allegations of lack of intimacy in the parties relationship, the court finds that the Plaintiff/Husband bears more of the responsibility.

The Defendant/Wife testified that the Plaintiff/Husband has had three (3) inappropriate relationships with women during their time together; one prior to the marriage, then two during their marriage. In 2011/2012 the Plaintiff/Husband met a woman who was calling him "all the time" and he was calling her "all the time". He acknowledged the situation and told the Defendant/Wife that it would not happen again.

The second time involved Chelsea Aiken. The Defendant/Wife testified that, in August/September 2022 the Plaintiff/Husband started spending a lot of time in in Stafford, Connecticut where Ms. Aiken lives. She testified that around the end of 2022 the Plaintiff/Husband seemed "off". The Defendant/Wife testified that on February 26, 2023 when the Plaintiff/Husband did not come home when he was expected, she reviewed the parties telephone bills and discovered Ms. Aiken's telephone number an excessive number of times, including calls and text messages over a 3 month period starting in December 2022. The Defendant/Wife testified that she confronted the Plaintiff/Husband and at first he claimed his contact with Ms. Aiken was just for work. After pressing him further, the Plaintiff/Husband he said that Ms. Aiken was just a friend, but he also admitted that his contact with her was inappropriate and he promised that he would stop. Instead, he changed his way of communicating with Ms. Aiken by switching away from his phone to communicating with her via Whats App. In addition, the Plaintiff/Husband continued to come home late at night and he disabled the Ring camera to prevent the Defendant/Wife from determining what time he came home. As noted above, the house where the Plaintiff/Husband is staying rent free is owned by a company controlled by the Aiken family. That house happens to be located next door to Ms. Aiken's house.

Chelsea Aiken was called as a witness. She testified that she met the Plaintiff/Husband in 2022 when his employer at the time, Butler Diversified Services did some work for her employer at the time, High Grade Gas Service/Energy Distribution Partners. She testified that her relationship with the Plaintiff/Husband became personal in February 2023, going out to dinner starting in March 2023. In August 2023 she was

instrumental in Energy Distribution Partners decision to hire the Plaintiff/Husband for the position he currently holds. Ms. Aiken insists that she and the Plaintiff/Husband are only friends, that she has never kissed him, did not have any intimate communication with him and has never been sexually intimate with him. The Plaintiff/Husband testified similarly. The Defendant/Wife admitted that she did not have any proof that the Plaintiff/Husband has been sexually intimate with another woman during their marriage and the Plaintiff/Husband denies that he has had any such intimate relationships during his marriage.

The parties attended three (3) sessions of marriage counseling in 2023 at which time the Plaintiff/Husband brought up the issue of the parties finances and the fact that he wanted the Defendant/Wife to pay more attention to him. The Defendant/Wife brought up the volatility of the Plaintiff/Husband's temper and his relationship with Ms. Aikens. The parties stopped going to counseling due to the Plaintiff/Husband's heart surgery. The Defendant/Wife testified that she thought they were making progress in therapy, that they had a lot more work to do and that they would return to therapy after the Plaintiff/Husband recovered from his surgery. Instead, in July 2023 the Plaintiff/Husband informed the Defendant/Wife that he wanted a divorce.

While the court finds that the Defendant/Wife did not present enough evidence to prove that the Plaintiff/Husband engaged in an intimate sexual relationship with Ms. Aiken or any other woman while married to the Defendant/Wife, the court does find that the Plaintiff/Husband's relationship with Ms. Aiken significantly contributed to the breakdown of the parties marriage. He was not forthright and truthful with the Defendant/Wife when he was developing his friendship/relationship with Ms. Aiken.

When the Plaintiff/Husband told the Defendant/Wife that he would no longer communicate with Ms. Aiken, he did not live up to his word; he merely hid from the Defendant/Wife the alternate way he was communicating with Ms. Aiken. The Plaintiff/Husband also snuck around, disabling the Ring camera in an attempt to cover his continuing contacts with Ms. Aiken. While it is unclear whether his relationship with Ms. Aiken was sexual in nature, it is clear that the Plaintiff/Husband's emotional energy was not being expended on his marriage, it was being directed elsewhere with Ms. Aiken. The Plaintiff/Husband's total disregard for how his relationship with Ms. Aiken was affecting the Defendant/Wife and their marriage is a significant factor in why this marriage is no longer viable.

The court will take that into consideration all of the above findings of fault when deciding the equitable distribution of the remaining assets.

### III

#### Orders

The marriage of the parties is dissolved on the grounds of irretrievable breakdown and the parties are hereby declared to be single and unmarried.

#### **A. AGREED UPON ORDERS:**

The parties have stipulated to the following orders regarding their finances:

- 1. Health Insurance:** The parties shall each be responsible for their own health insurance coverage and unreimbursed medical expenses, including those currently outstanding.

2. **Alimony:** The parties shall pay each other \$1 per year as security for their respective obligation for the automobiles. The obligation shall terminate as to each party at such time as he/she pays off the loan on his/her vehicle.
3. **Bank Accounts:** Each party shall retain their individual bank accounts as listed on their respective Financial Affidavits, free and clear from any claim by the other party. Any joint bank accounts shall be closed and the proceeds divided equally.
4. **Automobiles:** The Plaintiff/Husband shall retain the 2004 Toyota Tacoma and the 2022 Toyota Tacoma, free and clear from any claim by the Defendant/Wife. The Defendant/Wife shall retain the 2019 Toyota Highlander free and clear from any claim by the Plaintiff/Husband. Each party shall be responsible for all costs, debts and liabilities associated with their respective automobiles, and they shall indemnify and hold harmless the other party thereon. Upon receipt of the title from the financing institution, the parties shall promptly sign the titles and any other required documents to assure that the party retaining the vehicle has sole title to the same.
5. **Retirement Accounts:** The parties shall equalize their retirement accounts; the accounts shall be valued as of the date of dissolution. The Plaintiff/Husband shall be entitled to a premarital credit of \$1,487.00; the Defendant/Wife shall be entitled to a premarital credit of \$10,813.00. In the event that a Qualified Domestic Relations Order or other legal document is necessary to effectuate the equalization of the retirement accounts, the parties shall select a mutually agreeable attorney to draft and process the

necessary documents. The parties shall be equally responsible for the attorney's fees and costs.

- 6. Liabilities and Debts:** Each party shall be solely responsible for the liabilities and debts listed on their respective Financial Affidavits and they shall indemnify and hold harmless the other party regarding the same. The only exception shall be the Santander loan listed on the Defendant/Wife's Financial Affidavit, which loan shall be paid equally by the parties.
- 7. Personal Property:** The parties shall discuss and agree upon the division of their personal property. In the event there are any disagreements as to personal property that they cannot resolve themselves, they shall submit the issue to Attorney Thomas Fiorentino for binding arbitration and share equally the cost of the arbitration process.
- 8. Tools and Equipment:** The Plaintiff/Husband shall retain all of the tools, power equipment, lawn equipment, mowers, snow plow, ATV and trailers, free and clear from any claim by the Defendant/Wife.
- 9. Life Insurance:** Each party shall retain their life insurance policies in their respective names.
- 10. Dog:** The Defendant/Wife shall retain her dog, Lola; she shall be responsible for all of the costs and expenses of the dog.

#### **B. ADDITIONAL ORDERS:**

Upon careful consideration of the testimony and evidence presented at trial, the relevant case law and the pertinent statutory law, particularly C.G.S sec 46b-81, the court enters additional orders as follows:

**1. Marital Home:** The Plaintiff/Husband shall pay the Defendant/Wife the sum of \$98,000 no later than May 31, 2025, and he shall have her name removed from the financing documents no later than said date. The Plaintiff/Husband shall have a Quit Claim Deed prepared and the Defendant/Wife shall sign the Quit Claim Deed when she has received the above payment and her name has been removed from the financing documents, whichever last occurs. The Plaintiff/Husband shall be responsible for the cost of the preparation, processing and filing of the Quit Claim Deed. The court shall retain jurisdiction over the issue of the marital home to effectuate the intent of these orders.

**2. Attorneys Fees:** Each party shall be responsible for their own attorneys fees and legal costs.

SO ORDERED.

BY THE COURT



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Caron, J.