

J.D. CLERK'S OFFICE  
SUPERIOR COURT  
MILFORD, CT

DOCKET NO. AAN-FA-22-5021431-S

2024 MAY -7 AM 11:58

SUPERIOR COURT

MARLY A. SARNO

J.D. OF ANSONIA/MILFORD

VS.

AT MILFORD

JOSEPH A. SARNO

MAY 7, 2024

MEMORANDUM OF DECISION

The defendant filed a Motion for Modification dated December 27, 2023 (#114) seeking to terminate the current alimony order in the case.

The court held an evidentiary hearing on April 16, 2024 on said motion. The parties were present during the hearing and were self-represented. Testimony was received from the plaintiff and the defendant. Exhibits were entered by the defendant.

From the testimony and evidence produced at the hearing and after assessing the credibility of the witnesses, the court finds the following facts to have been proven.

A Judgment of Dissolution of Marriage was entered by the court on April 8, 2022. As part of the judgment, the court ordered alimony to be paid by the defendant to the plaintiff as follows:

“The Defendant shall pay to the Plaintiff the sum of \$800.00 per month on the first day of the month beginning 09/01/2021 as alimony. Payments of alimony shall end after 108 months. Alimony is to be paid for the following reasons: Support.”

The defendant in his pleadings and testimony asserts that on November 2, 2023, the plaintiff cohabitated with her boyfriend in a residence at 102 Scott Avenue in Watertown, Connecticut. An exhibit the defendant introduced documented that the property was purchased

5/7/24 Copies mailed to P+D. MH/AC

by Robert Ryan Bambino by Warranty Deed dated November 1, 2023 which was recorded on the Watertown land records on November 6, 2023 at 12:05 pm. Another exhibit the defendant introduced was a text dated December 16, 2023 from the plaintiff indicating that the plaintiff moved "Bob" into the residence.

In testimony before the court, the plaintiff did acknowledge that she did move in with her boyfriend. The defendant testified that she contributed \$800.00 a month to her boyfriend towards the mortgage amount of \$2600.00 a month with her boyfriend paying the balance of \$1800.00. The plaintiff also testified that she paid half of other expenses. The plaintiff also testified that prior to moving into the residence in Watertown, Connecticut she was paying rent of \$750.00 a month.

A review of the financial affidavits at the approximate time of the dissolution of marriage and at the time of the hearing reveals the following.

The plaintiff's financial affidavit dated December 16, 2021 filed February 24, 2022 (#104) showed yearly income of approximately \$43,000.00. It also showed rent of \$760.00 a week. The plaintiff's financial affidavit of April 16, 2024, (#117) showed yearly income of approximately \$51,000.00 and rent or mortgage of \$173.08 a week.

The defendant's financial affidavit dated April 4, 2022, (#111) showed yearly income of \$74,000.00 and rent or mortgage of approximately \$400.00 a week. The defendant's financial affidavit dated April 16, 2024, (#118) shows a yearly income of approximately \$92,000.00 a year with insurance commission of \$19,000.00 a year and food delivery services of \$20,000.00 a year. It appears that since he shows earnings of \$1400.00 a week from a funeral home which totals \$73,000.00 a year, that one of those sums of extra income is included in the \$92,000.00 a year.

Connecticut General Statute Section 46b-86(b) is the appropriate statute dealing with cohabitation. Under the statute, a finding of cohabitation requires that the alimony recipient was living with another person and that the living arrangement caused a change of circumstances so as to alter the financial needs of the alimony recipient. In the case at hand, the court finds that the plaintiff is cohabitating with another person as the evidence is undisputed by the plaintiff that this is the case since November, 2023. However, the court does not find a change of circumstances so as to significantly alter the financial needs of the alimony recipient. The plaintiff's income has not substantially changed nor has the financial needs of the plaintiff been altered significantly due to cohabitation of the plaintiff with another person to support a reduction or termination of the alimony obligation of the defendant.

Additionally, the agreement of the parties entered as a court order on April 18, 2022 in this case did not provide for the automatic termination of alimony upon cohabitation, and as such the Connecticut General Statute Section 46b-86(b) controls.

After taking into consideration the statutory criteria in the General Statutes as well as the applicable case law and applying the same to the evidence, the court enters the following orders.

1. The defendant's Motion for Modification dated December 27, 2023 (#114) is hereby denied.

2. The automatic sealing of the parties' sworn statements of income, expenses, assets, and liabilities filed with the court pursuant to Section 25-30 of the Practice Book is terminated in accordance with Section 25-59A(h) with respect to all such sworn statements on file with the

court.



Edward Graziani, Judge