

DOCKET NO: FBT FA-22-6116410-S

ROCCO GUARNIERI

: JUDICIAL DISTRICT OF BRIDGEPORT

V.

: AT BRIDGEPORT

LILY MARQUEZ-GUARNIERI

: MAY 28, 2024

**FILED**

MAY 28 2024

MEMORANDUM OF DECISION

SUPERIOR COURT  
BRIDGEPORT

On July 5, 2022 a dissolution of marriage complaint was filed by Rocco Guarnieri, plaintiff husband, seeking the dissolution of his marriage to Lily Marquez-Guarnieri, defendant wife.<sup>1</sup> The court heard testimony on May 1, 2023, May 2, 2023, May 3, 2023, July 18, 2023, July 19, 2023, December 20, 2023, December 21, 2023, January 2, 2024, and January 12, 2024. The court also requested briefs be filed by both parties regarding the admission of a video and such briefs were filed by the plaintiff on January 26, 2024 and by the defendant on February 8, 2024.<sup>2</sup> Both parties were represented by counsel.

On March 8, 2023 the defendant filed a contempt motion with respect to compliance with discovery. The court heard testimony with respect to this motion in conjunction with the dissolution action.

Upon careful consideration of the evidence presented and the pertinent statutory law, particularly Conn. General Statutes §46b-56, §46b-81, §46b-82 and §46b-56a, and having observed the demeanor and assessed the credibility of the parties and all the witnesses at trial, the court finds and orders as follows.

<sup>1</sup> On January 5, 2023 the plaintiff filed an amended complaint to add the requested relief of an annulment. There was a question as to whether the plaintiff was legally divorced from his second wife. The court notes the plaintiff bears the burden of proof for an annulment and the plaintiff failed to provide proof of a divorce or a marriage to his second "wife", thus the court shall proceed with the dissolution complaint, as originally filed on July 5, 2022.

<sup>2</sup> The court reviewed both briefs and finds that while the video may be relevant the court shall exclude the video from evidence pursuant the Section 4-3 of the Code of Evidence as being cumulative. The court heard testimony from a Bridgeport police detective who testified regarding the content of the video. The court also credits the plaintiff's concern that the probative value of the video may be outweighed by the danger of unfair prejudice, especially considering the author of the recording made himself unavailable for further examination.

mailed to: Judicial Reporter  
5/28/2024 Willinger, Willinger, & Buccia PC  
(LH) Costello, Brennan, DeNidas, Sasso & Sinclair

## FACTUAL FINDINGS

The parties were married on July 25, 2018 in Stamford, CT. The parties have no children issue of this marriage. The parties began living together in 2016 after a brief courtship. They separated on or about April 2022. When the parties began living together the plaintiff moved in with the defendant into her Stamford home, a home she owned outright and had lived in for many years prior with her son and daughter from a previous marriage. About a month after the plaintiff moved in with the defendant, the defendant's father began living with them, as the defendant's mother had recently passed away. After living together for about two years the parties got married. At the time of marriage the plaintiff was living with the defendant in her home located on Cascade Road in Stamford, CT with her eight (8) year old daughter, as well as with her adult son and the defendant's elderly father.

The parties lived together in Stamford up until October 21, 2021, when they moved into the plaintiff's home in Stratford. Soon thereafter, their marriage broke down and they separated in April 2022. Shortly thereafter, on or about August 2022, the defendant moved out of the Stratford home. During the course of their marriage the defendant wife took care of the household finances, while the husband helped with the upkeep of the house and with some extensive renovations. The defendant wife paid for most of the renovations, while the plaintiff husband helped with the labor. The defendant wife would also give the plaintiff husband large sums of money, in the thousands of dollars, throughout the marriage to assist the plaintiff with various bills and debts he had incurred over the years. *See Defendant Exhibit CC (redacted).*

The plaintiff husband is 72 years old and suffers from type 2 diabetes, anemia, herniated disc in his back, gout, an enlarged prostate and high blood pressure. The herniated disc in his back limits his mobility and creates a lot of back pain for him which has been difficult for him to manage. He takes medication on a regular basis to manage his numerous ailments. Of note, he is right-handed and underwent a surgical procedure a few years ago that involved the fusion of his right wrist. The defendant wife is 54 years old and is a breast cancer survivor. She has had two surgeries in the past to address the cancer. She is currently in remission and takes preventative medication on a regular basis. The defendant suffers from side effects of this medication that includes achy bones, hair loss, itchy /scaly skin, as well as dry skin patches.

In 2019, during the marriage, the plaintiff bought a home in South Carolina. The purchase price of this home was \$237,000. *See Defendant Exhibit O.* The parties intended to sell all their properties in Connecticut and relocate to South Carolina. The plan was to pool all their money and develop the property in South Carolina. In February 2022, the defendant sold her Stamford home. At this time, she was living in Stratford with the plaintiff and her daughter. Her father was in Chile with family. On or about March 2022 her father returned from Chile and once again began living with the parties. This created friction between the parties. Ultimately the parties decided to separate and they both agreed that the plaintiff would relocate to South Carolina and the defendant would purchase the Stratford property and live there with her family.

They agreed to a purchase price of \$650,000 for the Stratford property and the defendant gave the plaintiff \$176,000 upfront, and the remaining was to be secured by a mortgage loan.<sup>3</sup> Subsequently she was not approved for the mortgage loan, the plaintiff then filed a foreclosure action against the defendant and also initiated these divorce proceedings.

The plaintiff husband is retired and lives on social security as well as on rental income from his properties. He earns about \$1157 per month in social security and about \$3,300 per month in rental income. At the time of the dissolution action, the plaintiff owned at least three properties. He owned the home located at 139 4<sup>th</sup> Avenue, in Stratford, CT (“Stratford home”). He also owned a home located at 775 Lakeside Drive, Bridgeport (“Lakeside home”), as well as the home located at 3466 Cross Swamp Road, Islandton, South Carolina (“South Carolina home”). He bought the Stratford home in 2012 for about \$200K cash.<sup>4</sup> As of January 26, 2023, it has appraised for \$615,000. *See Defendant Exhibit Y.*

Throughout his life the plaintiff worked numerous jobs from auto repair, carpentry, and factories. His main source of income through the years though was from “flipping” houses. He started doing this type of work in his early 20’s and found it to be profitable and thus continued to do this full time until he retired in 2015. The plaintiff husband has been married twice before marrying the defendant and he has two adult children. He was born in Italy and came to the United States in 1961, where he completed the 12<sup>th</sup> grade.

The defendant wife works for the New York State Unified Court System, specifically for the Manhattan Supreme Court where she has worked for over thirty (30) years. She worked her way up the ranks and is now a management analyst with human resources. She earns about \$120,000 a year. At the time of the dissolution action, the plaintiff owned a coop in New York City, and she also claimed a property interest in the South Carolina home. There was also some uncertainty as to who owned the Stratford home as the plaintiff testified that he transferred Stratford G LLC to her but not the house.<sup>5</sup> The defendant wife was born in Chile and came to the United States when she was about eight (8) years old. She has a high school diploma and she also took some college classes, but never completed her bachelor’s degree. She was married once before and has two children, an adult son and a teenage daughter.

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<sup>3</sup> Both parties testified that the defendant gave the plaintiff \$176,000 for the purchase of the Stratford home. The \$176,000 monies involved \$115,000 in cash down, \$30,000 the defendant gave the plaintiff for the purchase of an Izuzu Truck, \$5,000 for the purchase of two vehicles owned by the defendant (\$3,000 for the purchase of a Toyota Yaris, and \$2,000 for a “Mule” four wheeler). The remaining \$26,000 consideration came from monies the defendant lent to the plaintiff’s ex wife, a loan which was assigned to the plaintiff. *See Plaintiff Exhibit 4.*

<sup>4</sup> The home was actually bought in 2012 by the plaintiff’s friend via the friend’s LLC (Stratford 183, LLC), with \$200,000 cash that was provided to the friend by the plaintiff. On or about July 5, 2018 the friend quitclaimed the home, via the LLC, over to the plaintiff’s LLC, Stratford G, LLC. *See Defendant Exhibit U.*

<sup>5</sup> The plaintiff also testified that the only asset owned by Stratford G LLC was the Stratford home. This is further documented in the agreement signed by the parties with respect to the purchase of the home. *See Plaintiff Exhibit 6, as well as Defendant Exhibit DD.*

The plaintiff seeks a portion of the defendant's 457b retirement savings, as well as a portion of her accrued pension. He also seeks various attorneys' fees, as well as full payment of the \$475,000 owed on the Stratford property in exchange for full title and that she sell her coop in New York to satisfy such judgment. He also seeks alimony for a period of four years.

The defendant seeks no alimony be awarded to either party, and that the equity of the South Carolina home be divided between the two parties and that she be paid back the \$176K she put down to acquire the Stratford home.

In all, the court finds that this marriage has indeed broken down irretrievably, with no hope for reconciliation. The court does not find that either party is more at fault for the breakdown of the marriage, however, the court does find the defendant more credible than the plaintiff. The court also finds the plaintiff's actions since the parties separated in April 2022 troubling and finds these actions were taken in an attempt to benefit from the dissolution.<sup>6</sup>

## DISCUSSION

All marital property is to be divided in accordance with the terms of General Statutes § 46b-81, which dictates consideration of the following factors: the length of the marriage; the causes for the breakdown; age of the parties; health of the parties; station of the parties; occupation of the parties; amount and sources of income of the parties; earning capacity of the parties; vocational skills of the parties; education of the parties; employability of the parties; estate of the parties; liabilities and needs of the parties; the opportunity of each for future acquisition of capital assets and income; and the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates. The court is not required to afford the same weight to each factor; *Calo-Turner v. Turner*, 83 Conn. App. 53, 62, 847 A.2d 1085 (2004); and there is no presumption of equal division. *Wendt v. Wendt*, 59 Conn. App. 656, 683, 757 A.2d 1225, cert. denied, 255 Conn. 918, 763 A.2d 1044 (2000). This court has taken into account all of these factors, including the cause of the breakdown, the age of the parties, and the length of the marriage.

### A. REAL PROPERTY

**Lakeside property:** The home is valued at \$300,000.<sup>7</sup> There is no dispute with respect to the Lakeside property, located in Bridgeport. The plaintiff shall retain the lakeside property free and clear of any claims by the defendant.

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<sup>6</sup> The plaintiff filed a foreclosure action against the defendant pursuant to a mortgage loan the parties entered into on or about May 2022, the plaintiff failed to comply with discovery, the plaintiff failed to accurately claim his rental earnings, as well as cash on hand in his initial financial affidavits.

<sup>7</sup> This value is based off the plaintiff's financial affidavit. This value was not disputed by the defendant. No appraisal of this property was provided to the court.

**Stratford property:** This home is valued at \$615,000. *See Defendant Exhibit Y.* The plaintiff seeks that the defendant be deemed the sole owner of this property and pay him the \$474,000 he claims is owed, pursuant to the promissory note entered between the parties on May 18, 2022. *See Plaintiff's Exhibit 5.* The defendant seeks that the plaintiff keep this home solely in his name and be refunded the \$176,000 that she paid to purchase the property.

The defendant wife shall be paid \$176,000 and the plaintiff husband shall retain full title of the Stratford G LLC, as well as the Stratford home. The defendant wife shall assign any ownership interest she may have in Stratford G LLC and the Stratford home to the plaintiff. The court finds that the plaintiff benefited from his expertise in the buying and selling of properties throughout his adult life to the disadvantage of the defendant.<sup>8</sup> This becomes quite apparent when the terms of the mortgage loan for the property hinged on the defendant paying off the property within four (4) months if the mortgage was not approved. However, there was no mortgage contingency. *See Plaintiff Exhibit 5. See also Plaintiff Exhibit 7.* Subsequently, the mortgage loan was in fact not approved because she reportedly did not own Stratford G LLC long enough and because she had not yet filed her 2020 and 2021 taxes. On or about September 13, 2022 the plaintiff initiated a foreclosure action against the defendant.<sup>9</sup> *See Defendant Exhibit AA.* Moreover, on March 7, 2022 the plaintiff had arranged for himself to have a five-year lease on one of the units of the Stratford home. *See Defendant Exhibits E and F.* The court credits the defendant's testimony that she was not aware of this lease, and if she had been she would not have agreed to purchase the property. In all, the court finds the defendant was engaging in good faith negotiations with the plaintiff, however, the plaintiff was not.

**South Carolina Property:** The home is valued at \$370,000. *See Defendant Exhibit R.* As mentioned earlier, this home was bought in 2019, during the course of this marriage. The court finds that both parties contributed financially to the purchase of this home and that the initial intent was that they both own the home together. *See Defendant Exhibit O. See also Defendant Exhibit BB and Defendant CC (redacted).* That said, while the purchase contract had both their names on it, the defendant's name in the subsequent documents needed for closing was crossed off and the plaintiff ultimately told the defendant she did not need to attend the closing. He did tell her that her name would not be on the mortgage loan, only his, because reportedly there was a problem with her credit. That said, it was not until after the parties separated in April 2022, while obtaining discovery during this dissolution action, that the defendant became aware that her name was not on the deed of the South Carolina home. Again, the court credits the defendant's testimony and notes that she never purchased or sold any real estate prior to her marriage to the plaintiff. The plaintiff shall pay the defendant \$93,430.77, which represents half

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<sup>8</sup> The plaintiff husband presented the documents regarding the assignment of Stratford G LLC and the sale of the Stratford home to his wife to sign. To her detriment, she had no counsel review the documents. Some documents also appear to have been manually altered. *See Plaintiff exhibit 7 and compare with Defendant Exhibit LL, as well as Plaintiff Exhibit 6 and compare with Defendant Exhibit DD.*

<sup>9</sup> This foreclosure was ultimately dismissed.

of the equity in the property at the time of the appraisal minus principal mortgage payments made from May 1, 2022 through January 31, 2023, the date of the appraisal of the South Carolina property.<sup>10</sup>

**New York City COOP:** The coop is valued at \$280,000.<sup>11</sup> The defendant shall retain this property free and clear of the plaintiff.

## B. RETIREMENT ACCOUNTS

The defendant wife has a pension, via the New York State Employees Retirement System, valued at \$1,532,439 as of March 1, 2023.<sup>12</sup> See *Plaintiff Exhibit 14*. The defendant wife also has a deferred compensation 457b saving plan valued at \$479,849.31 as of February 28, 2023.<sup>13</sup> See *Plaintiff Exhibit 16*. The plaintiff does not report any retirement funds on his financials.

The plaintiff husband is seeking that the marital portion of the defendant's 457b plan be divided equally. He is also seeking that the marital portion of the defendant's pension be divided equally. The defendant wife is seeking that she retain all of her retirement accounts. The court does not find the plaintiff's financial affidavit reliable. He himself has admitted that he keeps cash in safe deposit boxes that he has collected over the years and he also failed to file regular income taxes.<sup>14</sup> The plaintiff has claimed minimal earnings throughout his adult life while also admitting to owning at least about 20 properties. See *Defendant Exhibit T*. These inconsistencies coupled with the short duration of the parties' marriage brings the court to the determination that the defendant wife shall retain all of her retirement accounts, free and clear of any claims by the plaintiff.

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<sup>10</sup> The court credits the plaintiff for principal mortgage payments made on the property from May 2022 up until the date of the appraisal. The defendant admits that she stopped contributing financially to the South Carolina property as of May 2022. The house was appraised at \$370,000 as of January 31, 2023. As of February 1, 2023 the principal balance on the home was \$177,304.47. Thus, the equity as of same date is \$192,695.53. Half of the equity equals \$96,347.77. Principal payments made by the plaintiff from May 1, 2022 through January 31, 2023 equals \$2,917. Thus, the amount due to the defendant shall equal \$93,430.77. See *Defendant Exhibit S*.

<sup>11</sup> This is based on the defendant's financial affidavit. This value was not disputed by the plaintiff. No appraisal of this property was provided to the court.

<sup>12</sup> This is a Life Annuity with cost of living adjustments. The date of hire is February 1, 1988.

<sup>13</sup> As of February 28, 2023 there was an outstanding loan balance of \$39,651.93.

<sup>14</sup> The plaintiff admits he filed a number of back tax filings in 2012. He also failed to provide the values of his guns and motorcycles. The court does note the defendant also initially failed to provide the value of her jewelry. However, in March 2023 the plaintiff admitted he had about \$10,000 under his bed and another \$9,000 in his dresser. The court notes that he later testified that he was being sarcastic when he said the money was under the mattress, and declared it was in a safe. At any rate, none of these assets showed up on his financial affidavits dated January 19, 2023 and April 28, 2023. The court notes that it was not until he was cross examined regarding these omissions that he ultimately filed a financial affidavit with these estimated values, except he indicated on his updated financial, dated January 2, 2024 that he only had \$115 cash. The court does not find the plaintiff credible with respect to his current financial status and hence, cannot rely on his financials.

### C. BANK ACCOUNTS

Both parties agree to keeping their respective bank accounts. There are no joint bank accounts. The plaintiff husband has approximately \$682 dollars in his personal bank account, while the defendant wife has approximately \$1,725.90.

### D. STOCK

Neither party claims any stock holdings.

### E. PERSONAL PROPERTY

The parties have been living separate and apart for over a year. The defendant shall be entitled to retrieve the family heirloom lion claw dining table and black chairs located in the South Carolina property. The plaintiff shall cooperate with allowing the defendant access into the home to retrieve that dining room table. The plaintiff shall be allowed to retain any and all other personal assets contained in the Stratford property, as well as in South Carolina, except for any clothing and/or jewelry boxes originally owned and worn by the defendant. The defendant shall be entitled to any of her clothing or jewelry that is still remaining in those properties.

### F. VEHICLES

Both parties agree that the defendant wife will keep the 2016 Subaru Forester which is worth approximately \$6,500. The parties also agree that the plaintiff husband will keep his vehicles. The plaintiff owns about 10 vehicles, as listed on his most recent financial affidavit. The vehicles are valued at \$26,600. The plaintiff shall be entitled to retain all of his motor vehicles as listed on his most recent financial affidavit, dated January 2, 2024.<sup>15</sup>

### G. CREDIT CARD DEBT/LOAN DEBT

The plaintiff claims debts totaling \$216,100. The plaintiff is seeking \$20,000 in attorneys' fees to help offset costs of this dissolution. The defendant claims debts totaling \$102,480. The court finds each party shall be responsible for their respective credit card debts, as well as attorney's fees. The plaintiff claims he is indigent and in debt. The court does not find the plaintiff's testimony with respect to his finances credible and believes it is fair and equitable that both parties pay their own debts.

### H. ALIMONY

The defendant is not seeking an alimony award, while the plaintiff husband is seeking alimony in the amount of \$600 per week for a period of four years. Defendant opposes this request. The plaintiff husband's current annual income, as reported in his most recent financial affidavit, is

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<sup>15</sup> Per his financial affidavit dated January 2, 2024.

\$35,464 gross per year<sup>16</sup>. The defendant wife's current annual income is reported as \$113,932 gross per year.

"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...dissolution 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..." See Conn. Gen. Statute §46b-82 (a).

After careful consideration of the evidence presented, and after applying the factors of Conn. Gen. Statute §46b-82, the court finds no alimony shall be awarded to either party. As discussed earlier, the plaintiff financials are wholly unreliable and the court does not find him credible with respect to his need for alimony.<sup>17</sup> The court also notes the short duration of the marriage in its determination.

As part of a fair and equitable distribution, the court further finds and orders as follows:

### FINDINGS

1. The plaintiff husband lived in the state of Connecticut for at least one year prior to filing this action.
2. The court has jurisdiction over the dissolution of the parties' marriage.
3. The marriage of the parties has broken down irretrievably.
4. The State of Connecticut has no interest in this action.

### ORDERS

1. The marriage is dissolved on the basis of irretrievable breakdown.
2. The parties are declared single and unmarried.
3. ALIMONY: No alimony shall be awarded to either party.
4. REAL ESTATE:  
Lakeside Property (775 Lakeside Drive, Bridgeport, CT) The plaintiff shall retain the lakeside property free and clear of any claim by the defendant. The plaintiff shall indemnify the defendant of any and all claims stemming from this property, including all costs, mortgages, taxes, notes and liens associated with this property.  
New York City Coop (991 Amsterdam Avenue, Unit 4, New York, NY): The defendant shall retain this coop free and clear of the plaintiff. The defendant shall indemnify the

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<sup>16</sup> These earnings stem from social security, as well as rental income.

<sup>17</sup> The court notes that on or about June 2023 the plaintiff admits to giving an ex-girlfriend \$50,000 for breast surgery. He also has made many intricate deals involving LLC's and cash throughout his life and this in part makes it difficult to trace his savings as he has kept many of those funds in his home and/or in safety deposit boxes.



plaintiff of any and all claims stemming from this property, including all costs, mortgages, taxes, notes and liens associated with this property.

Stratford Property (139 4<sup>Th</sup> Avenue, Stratford, CT): The plaintiff shall retain this property and shall hold the defendant harmless and indemnify her from all costs, mortgages, taxes, notes and liens associated with this property. The court further discharges the promissory note between the parties dated May 18, 2022, as well as any mortgage deeds recorded by the plaintiff in the land records with respect to this property. The plaintiff shall ensure the releases of said mortgage deeds are recorded forthwith, but no later than thirty (30) days from this judgment. The defendant wife shall assign to the plaintiff any ownership interest she may have in Stratford G LLC and the Stratford property within three months (3) of this judgment. Within six (6) months of this judgment the plaintiff shall pay the defendant \$176,000 for the funds she forwarded over to the plaintiff for the purchase of this property. The defendant may secure a lien on this property in order to secure these funds. If after six months the defendant has not yet received the \$176,000, the plaintiff shall list this property for sale with a mutually agreed to realtor and shall accept any offers within (95%) of the listing price recommended by such realtor.<sup>18</sup> Both parties shall have the authority to communicate with the realtor in order to ascertain listing price and offers that have come in. The defendant shall receive \$176,000 from the net proceeds of the sale. The plaintiff shall be solely responsible for all closing costs associated with the sale, including costs of the realtor.

South Carolina Property (3466 Cross Swamp Road, Islandton, South Carolina): The plaintiff shall retain this property and shall hold the defendant harmless and indemnify her from all costs, mortgages, taxes, notes and liens associated with this property. Within six (6) months of this judgment the plaintiff shall pay the defendant \$93,595.36. The defendant may secure a lien on this property in order to secure these funds. If after six months the defendant has not yet received the \$93,595.36 the plaintiff shall list this property for sale with a mutually agreed to realtor and he shall accept any offers within (95%) of the listing price recommended by such realtor.<sup>19</sup> Both parties shall have the authority to communicate with the realtor in order to ascertain listing price and offers that have come in. The parties shall equally divide any net proceeds from the sale of the home. They shall also equally divide any closing costs associated with the sale.

5. BANK ACCOUNTS: Each party shall keep, free and clear of any claim by the other, all interest in his/her personal bank accounts, as listed in their financial affidavits. The

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<sup>18</sup> The plaintiff and the defendant shall by December 9, 2024 exchange in writing the name of a recommended realtor, if within one week the parties cannot agree as to a realtor, the recommended realtors shall recommend a third realtor and the parties shall use that realtor. In the event either party fails to provide the name of a realtor by December 9, 2024 the party who abided by the December 9 deadline shall choose the realtor.

<sup>19</sup> The plaintiff and the defendant shall by December 9, 2024 exchange in writing the name of a recommended realtor, if within one week the parties cannot agree as to a realtor, the recommended realtors shall recommend a third realtor and the parties shall use that realtor. In the event either party fails to provide the name of a realtor by December 9, 2024 the party who abided by the December 9 deadline shall choose the realtor.

plaintiff shall keep his claim to his TD bank account ending in 7547, Wells Fargo bank account ending in 7490, and Bank of Low Country account ending in 1684. The defendant shall keep her claim to her Chase Bank bank accounts ending in 3171 & 0008 and Municipal Credit Union account ending in 1182.

6. PERSONAL PROPERTY: The defendant shall be entitled to retrieve the family heirloom lion claw dining table and black chairs located in the South Carolina property. The plaintiff shall cooperate with allowing the defendant access into the home to retrieve that dining room table. The plaintiff shall be allowed to retain any and all other personal assets contained in the Stratford property, as well as in South Carolina, except for any clothing and/or jewelry boxes originally owned and worn by the defendant. The defendant shall be entitled to any of her clothing or jewelry that is still remaining in those properties. The defendant shall arrange to retrieve these items within ninety (90) days of this judgment.
7. VEHICLES: The plaintiff shall retain the 2009 Toyota Yaris, the 2009 Toyota Camry, the 2009 Izuzu NER, the 1993 Toyota pickup, the 2007 Ford Bus, the 2007 Mercedes, the 1994 Toyota pickup, the trailer, Yamaha M- Cycle, and VW Trike. The defendant shall retain the 2016 Subaru Forester. Both parties shall be responsible for all expenses as to their respective vehicles, including but not limited to car payments, maintenance, registration, insurance and taxes.
8. DEBTS: Each party shall be liable for his or her own individual debt as set forth in his/her financial affidavits and shall indemnify and hold each other harmless from their respective liabilities.
9. ATTORNEYS FEES: Each party shall be responsible for their respective attorney's fees, EXCEPT that pursuant to the defendant's contempt motion filed on March 8, 2023. *See Order re: Contempt Motion under Docket Entry 124.* The plaintiff shall be responsible for \$742.50 in attorneys' fees as set forth under separate order per said motion.
10. RETIREMENT ACCOUNTS: Each party shall retain for his/her sole benefit any deferred compensation plan, pension and/or 401K, as listed in their respective financial affidavits.
11. HEALTH INSURANCE: Each party shall be responsible for his/her own medical insurance.
12. TAXES: Both parties shall continue to file separate tax returns.
- 12: NAME CHANGE: The defendant's maiden name of Lily M. Marquez is hereby restored.

  
Nieves, Judge