

DOCKET NUMBER: AAN FA 23 6050713 S : SUPERIOR COURT
CHERYL THIBAUT : J. D. OF ANSONIA/MILFORD
V. : AT MILFORD
RAYMOND MOSES, JR. : MAY 17, 2024

MEMORANDUM OF DECISION

In rendering this decision and making the ensuing orders, the court has considered the statutory criteria and case law regarding dissolution of marriage, alimony, and assignment of property and property issues (assets and debts). The court has taken judicial notice of the court file and considered all the relevant statutes and case law. Based upon the foregoing and upon credible evidence, the court makes the following findings of fact and enters the following orders:

FINDINGS:

The court has jurisdiction of this matter and all statutory stays have expired unless waived by order of the court.

The plaintiff and the defendant married on February 17, 2017, in St. Lucia, in the Caribbean.

The parties have resided in Connecticut for a continuous period of at least twelve months immediately preceding the institution of this action.

There are no children issue of this marriage.

Neither party have received financial assistance from the State of Connecticut.

The allegations of the complaint are proven and true.

2024 MAY 17 AM 11:57
J.D. CLERK'S OFFICE
SUPERIOR COURT
MILFORD, CT

5/17/24 Sent to Plaintiff's Counsel + Defendant. AM

The marriage of the parties has broken down irretrievably, with no possibility of reconciliation.

At the time of the commencement of the trial, the defendant was seeking alimony. On the second day of trial, the defendant agreed to waive alimony. The defendant was canvassed by the court and by plaintiff's counsel. The court finds that each party has knowingly waived all rights to alimony. The plaintiff is not seeking alimony from the defendant.

This is the third marriage for each party. The parties knew each other many years prior to the marriage. At the time of trial, the plaintiff was 56 years old, and the defendant was 71. During the marriage, the parties resided together in Orange, CT. The plaintiff's daughter and two children moved in with the parties when the plaintiff's daughter was having difficulty in her marriage. The parties split the bills for the residence. The home in Orange was in a trust created on behalf of the defendant. There are other pieces of property in the defendant's various trusts including a condominium in Stratford and two pieces of property in St. Lucia. The plaintiff is making no claim to the real property in the defendant's trusts. The plaintiff has an ownership interest in two pieces of property.

The parties got along well for a brief period of time. The plaintiff testified the defendant was on good terms with her daughter and the grandchildren. The plaintiff's daughter and grandchildren moved out of the marital residence in 2019. Issues began to develop between the parties. The defendant disputed an electric bill. He confronted a UI

worker, and the defendant was subsequently arrested. He continued to dispute the electric bill and it was placed into collections. Eventually the electricity in the home was turned off.

The defendant would become angry with the plaintiff and not speak to her for significant periods of time. The parties were together in St. Lucia and the defendant refused to speak to her for 5 weeks. From May 2022 until March of 2023, the parties did not speak. The defendant moved into the basement and the parties would communicate through text messages and notes.

In January of 2023, the defendant left a note that he wanted the plaintiff to move out of the marital home by April 30, 2023. She attempted to speak to him, but he refused. She commenced packing her property into boxes. She had a friend come over to help her move her belongings. When the defendant witnessed the plaintiff's friend with her attempting to move her belongings, the defendant blocked the exit and refused to let her remove her boxes. The plaintiff and her friend left without her personal property.

On March 30, 2023, the defendant changed the locks on the marital residence and locked the plaintiff out of the home.

On April 3, 2023, the defendant filed a restraining order against the plaintiff. The restraining order was denied.

On May 10, 2023, the court, (*Hiller, J.*) held a hearing regarding the plaintiff's motion for contempt and motion for order for immediate entry of the plaintiff into the marital home. (pleading 111). The court found the defendant illegally locked the plaintiff out of the marital home and violated the automatic orders. The court ordered the plaintiff be

permitted entry into the home twice with a police escort to remove her property. The defendant only permitted her access one time and did not permit her to remove all of her property. The plaintiff was forced to purchase many essentials and work items. (plaintiff's schedule C).

On August 10, 2023, the defendant was ordered to pay plaintiff's counsel fees in the amount of \$5,452.16 and to produce requested documents by 9/8/2023. Until the day of trial, the defendant failed to produce the complete discovery requested by the plaintiff. Moreover, the defendant failed to pay the court ordered counsel fees until a capias was issued for his arrest and he was incarcerated. Some of the discovery was produced when the court ordered the defendant, during trial, to go to the bank and procure the discovery.

The court also has reviewed plaintiff's exhibit 2, the full transcript of the hearing on 4/17/23 before Judge Hiller. The defendant testified, under oath, that he never made the statement he would "go after his wife's jugular" and he "absolutely, unequivocally" did not go through the boxes his wife packed to move from the home. During the hearing, evidence was presented clearly showing the defendant did in fact make the statements he denied, and he went through the plaintiff's packed boxes. The transcript clearly shows the defendant was not truthful in his testimony at the hearing with Judge Hiller.

The plaintiff testified that the defendant had several accounts with significant funds. In one Merrill Lynch account in which the defendant was both the trustee and the beneficiary, the account contained more than \$930,000. In July 2023, the account was reduced to approximately \$486,000. When the defendant was ordered to obtain the most

recent statement during the trial, which he claimed was January 2024, the balance was \$361,919.62. The defendant had no explanation for the significant reduction in funds other than some money was used to pay his counsel fees and he thought his investment manager may have moved money, but he had no idea where those funds were placed.

The defendant spent a great deal of time testifying about the plaintiff's sexual history which included his relationship with her. Although, in the plaintiff's proposed orders, she is only asking for a divorce and the return of her personal property, the defendant went through great efforts to slow the progress of what should have been a simple dissolution of marriage. The defendant filed a motion to dismiss this action claiming he commenced a dissolution of marriage in Saint Lucia. The letter he presented as proof of the pending dissolution from his lawyer showed that the attorney "began the process of preparing and filing an application for dissolution of marriage". (Pleading 131). The motion to dismiss was denied. The defendant failed to produce the requested discovery which prompted several appearances in court. Even at the time of trial, he failed to produce completed disclosure of the requested documents. The defendant refused to return the plaintiff's personal property. The court does not find the defendant's testimony credible. He has a need to win at all costs even if it means not being truthful under oath.

The court finds the defendant is the cause for the breakdown of the marriage.

Orders:

1. Alimony: Each party knowingly and voluntarily waived alimony. Alimony is not awarded to either party.

2. Medical/dental insurance: Each party shall be responsible for the cost of his or her own medical/dental insurance and shall be responsible to pay any and all premiums and uninsured costs.
3. Life Insurance: Each party shall retain any life insurance s/he has in his/her own name.
4. Real Property: The defendant shall retain his interest in 820 Columbia Road in Orange, Connecticut. The defendant shall be responsible for all costs associated with the real property and shall indemnify and hold the plaintiff harmless from the same.

The defendant shall retain his interest in the property located at 460 Elm Street in Stratford, Connecticut. He shall be responsible for all costs associated with the real property and shall indemnify and hold the plaintiff harmless from the same.

The defendant shall also retain his interest in the two properties located on the island of St. Lucia in the West Indies. He shall be responsible for all costs associated with the real property and shall indemnify and hold the plaintiff harmless from the same.

The plaintiff shall retain her interest in the real properties located at 29 Wright Hill Rd., W. Cornwall, Connecticut, and 15 Johnson Road, West Cornwall, Connecticut, free from any claim by the defendant. The plaintiff shall be responsible for her portion of any and all expenses related to these properties and shall indemnify and hold the defendant harmless from the same.

5. Personal Property: The plaintiff provided lists of personal property the defendant failed to permit her to remove from the marital residence. The plaintiff shall retain the items listed on the attached Schedule A, several of which are her family heirlooms. The defendant shall provide these items to the plaintiff within 14 days from the date of dissolution. In the event the defendant fails to provide the items (in the same condition as when the plaintiff left the marital residence), he shall pay her the sum of \$1,000 per missing item.

The plaintiff provided, as part of her proposed orders, an extensive list of personal property she wants from the marital residence. Based on the defendant's previous failures to follow court orders, one of which resulted in his incarceration, in lieu of the requested personal property (except for the family heirlooms ordered above), the defendant shall pay the plaintiff the sum of \$24,768.94 which represents the value of these items based on the testimony of the plaintiff. Said payment shall be made to the plaintiff by the defendant within 30 days.

6. Vehicles: The parties shall each retain their respective vehicles, free from any claim by the other party, and shall be responsible to make payment of any and all expenses for said vehicles, unless otherwise specified herein and shall indemnify and hold the other party harmless.

The plaintiff shall retain the 2015 Volkswagen Passat.

The defendant shall retain the 2006 Town and Country Minivan and the 2011 Volkswagen Jetta Station Wagon.

In the event the other parties name appears on the title to the above vehicles, the parties shall sign whatever documentation is necessary to effectuate the transfer into individual names.

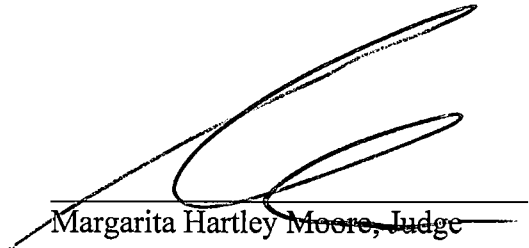
7. Bank, Retirement and Brokerage accounts: Each party shall retain their respective bank, broker, and retirement accounts, free from any claim by the other party.
8. Debts: Each party shall be responsible to make payment of their respective credit cards. The defendant shall be responsible to make payment of the Capitol One credit card in his name.

Within 7 days of this judgement, the defendant shall pay the plaintiff the sum of \$1,163.75 which represents the cost to the Orange Police Department for the services the officers rendered. The plaintiff shall pay the bill to the Orange Police Department directly.

The defendant shall reimburse the plaintiff the amount of \$12,057.33, which represents the costs incurred by the plaintiff as a result of the defendant's conduct in locking her out of the marital residence and his failure to permit her to obtain her personal and work property. Said payment shall be made within fourteen days from the date of dissolution.

9. Taxes: For the tax year 2023, the parties shall file their Federal and State income tax returns separately and shall be responsible to pay any and all taxes due and owing on their separate returns. Conversely, each party shall be entitled to retain any refund received from the IRS or State of Connecticut Commissioner of Revenue Services.

10. Counsel fees: The defendant shall contribute \$5,000.00 to the plaintiff's attorneys' fees. Said payment shall be made within 14 days.
11. Dissolution of marriage: The marriage of the parties is dissolved on the grounds of irretrievable breakdown. The parties are declared to be single and unmarried.



Margarita Hartley Moore, Judge

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Schedule A

1. Child's wood chair – belongs to plaintiff's daughter.
 2. Short back wood chair with wicker seat.
 3. Two baskets (one full of cloth napkins, one full of chalk and magnets).
 4. Plaintiff's grandmother's red oval cast iron pot with cover.
 5. Toy chest top plaintiff's dad built.
 6. Plaintiff's Personal pictures and magnets on chalkboard wall.
 7. Missing Business Files:
 - a. Three drawer wide file cabinet – this cabinet was full of Plaintiff's ARC business records including employee files.
 - b. HP 17-inch Laptop – contains plaintiff's business files and client data
 8. State of NJ/NY: EZ Pass in the Minivan
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