

DOCKET NO.: UWYFA235031527

LISBETH CASTILLO

V.

BRAYAN LOPEZ CRESPO

STATE OF CONNECTICUT
SUPERIOR COURT

2024 MAY 20 A 11: 07

JUDICIAL DISTRICT
OF WATERBURY

SUPERIOR COURT

J.D. OF WATERBURY

AT WATERBURY

MAY 20, 2024

MEMORANDUM OF DECISION

Before the court is the dissolution of marriage action filed by the plaintiff, Lisbeth Castillo. The complaint was filed on January 3, 2023, with a return date of January 24, 2023. An Evidentiary trial was held on May 3, 2024. The parties were represented by counsel. The court heard testimony from both parties and Frederick V. Miller, Jr. (Real Estate Appraiser). The court took judicial notice of the court file.

The court reviewed documents introduced by the plaintiff, which included both paper and electronic exhibits.

Upon careful consideration of the evidence presented, the court file, the pertinent statutory laws, in particular Connecticut General Statutes 46b-81, 46b-82, 46b-56, and the relevant case law and having observed the demeanor and assessed the credibility of the parties and witnesses at trial, the court makes the following findings before entering its orders. All Court findings are made by a preponderance of the evidence standard.

The testimony of the real estate appraiser, Frederick Miller, Jr., was credible. The plaintiff was credible. The defendant's testimony was not credible.

FINDINGS

The parties were married in Wallingford, Connecticut on June 27, 2021. They have one child in common, Michael Evans Lopez, born on February 9, 2018, prior to the couple marrying. The parties lived in the State of Connecticut for at least one year prior to the filing of this action. This court has

jurisdiction over the dissolution of the parties' marriage. The State of Connecticut has no interest in this action.

The plaintiff is approximately thirty-three years old. The plaintiff was born and raised in Ecuador. She received a college degree in Ecuador in 2014, studying engineering and government. After college the plaintiff began to work at a government job in Ecuador and then became self-employed. Although she met the defendant when she was nineteen years old, she did not date him during college. The defendant moved to the United States and the plaintiff did not see the defendant again until approximately 2015-2016 when she visited the United States. They became a couple and started a long-distance relationship in 2016. He lived in the United States, and she continued to live in Ecuador. She became pregnant with their child Michael in 2017 during a visit to the United States. From February 2018 through May 2018, the couple lived together with their newborn child, Michael, in Hamden, Connecticut. They purchased a home together to flip at 270 Goodrich Street in Hamden, Connecticut in 2017. The plaintiff was living in Ecuador at the time of the purchase. The plaintiff maintains that the plan was for them all to make money off the house by renovating it and then selling it, and they would then return to Ecuador to live with their son and her son from a previous relationship. The plaintiff's name is not on the deed because she had no tax identification. The house needed substantial renovations. From May 2018 through April 2020, Michael lived with his mother in Ecuador. The defendant did not follow the plaintiff to Ecuador and remained in the United States. The plaintiff and the minor child returned to the United States. From April 2020 through November 2021, the parties lived together in Hamden, Connecticut at 270 Goodrich Street. The plaintiff helped with renovations, contributed money to the household and overall helped to support the defendant during the renovation. The defendant disputes that the plaintiff contributed at all to the renovation or to the family during this time.

From November 2021 until the time that the defendant left the home, the couple and their son lived as a family in Woodbury, Connecticut. In November 2021, the couple used the proceeds from the sale of the Hamden house to pay off debt and purchase another house to flip in Woodbury, Connecticut at 54 Mountain Road, Woodbury, Connecticut for the purchase price of one hundred thousand dollars (\$100,000.00). Initially, they lived in a trailer on the property because the house was uninhabitable. The plaintiff helped to renovate the house, paid bills, worked and supported the family during the renovation. There was an incident of domestic violence in September 2022. The defendant was arrested. The plaintiff permanently moved out of the Woodbury residence in January 2023.

The plaintiff owns property in Ecuador. The plaintiff and the defendant purchased the property together when they were in Ecuador together, but before they were a couple. This property was purchased prior to the marriage. There are no structures on the property. The plaintiff's financial affidavit states that the property's fair market value is fifteen thousand dollars (\$15,000.00). The plaintiff holds title to this property. The defendant took out a loan to purchase the property and the plaintiff paid off the loan.

The defendant is self employed as a carpenter. He works sometimes and not at other times. He did not file taxes for 2022 and states that he did not get 1099s. He was unable to state his hourly wage. He receives cash payments for his work. He values the house based upon what he put into the house not the fair market value. He has not paid any property taxes on the Woodbury house. The defendant's answers were evasive and his financials undocumented. He claims that because he purchased the Hamden house prior to the marriage and used the proceeds to purchase the Woodbury house after they were married and because it is in his name, it is his house, and the plaintiff is not entitled to any proceeds from the marital home. The plaintiff wishes the house to be sold and the proceeds split evenly.

The defendant failed to honor a temporary agreement dated March 9, 2023 (110.00). This agreement required him to continue to pay for the plaintiff's phone and car insurance. He thought it was only in place for three months because in the applicable paragraph it states that the parties "would revisit this on the next court date." He took it upon himself to stop paying as the agreement was never modified. This testimony is not credible, especially because he did not even attend court on April 28, 2023. He maintains that he was paid by a contractor or subcontractor with a bad check and therefore he could not pay. This is not credible because it contradicts his testimony that he was always paid in cash. He produced no documentation to support his testimony.

Frederick V. Miller, Jr. is a licensed real estate appraiser who testified credibly about the fair market value of the home at 54 Mountain Road, Woodbury, Connecticut. He has been in the appraisal business since 1985. He described going to the property, walking the property, and taking photos on October 9, 2023. The home is a two-bedroom, one bath home. He is of the opinion that the current value of the home is two hundred sixty-five thousand dollars (\$265,000.00). He used recent comparable home sales in the area. The defendant was home at the time he walked the property. The defendant states that it would take thirty-five thousand dollars to complete the renovations. Miller states that if all cosmetic work were to be done, then the fair market value would rise to three hundred thousand dollars (\$300,000.00).

The plaintiff wants the marital home sold and the proceeds split down the middle post taxes, real estate taxes and any closing fees. The defendant claims the house to be his. The home is in fact the marital home and was purchased when the parties were legally married. The defendant's argument that only his name is on the deed has no merit. It is marital property.

General Statutes § 46b-81 recognizes "all forms of presently existing interests as property subject to distribution." *Lopiano v. Lopiano*, 247 Conn. 356, 371 (1998). Legal title to the

property does not by itself determine whether it is part of the marital estate. *Watson v. Watson*, 221 Conn. 698, 711-12 (1992).

The plaintiff's testimony about the flipping plan for each house is credible, along with her testimony about her contribution to the marital home and the home purchased pre marriage. Her other minor child lives in Ecuador further lending credibility to her testimony. Furthermore, neither party can afford to maintain the property. The property taxes have never been paid since the purchase of the home.

The plaintiff states that with respect to the minor child, Michael, the parties enjoy joint legal custody, with the child having primary residence with her. The plaintiff works as a waitress, including on the weekends and believes that it is Michael's best interests to spend weekends with his father. The defendant did not opine on his preference for custody and parenting time.

The plaintiff is requesting alimony. The defendant is not requesting alimony, nor does he want to pay alimony to the defendant.

"There is no absolute right to alimony. . . . Awards of alimony incident to a marital dissolution rest in the sound discretion of the trial court." *Weinstein v. Weinstein*, 18 Conn. App. 622, 637 (1989). "[T]he ordinary, but not necessarily exclusive, purposes of alimony are either to allow the supported spouse to continue enjoying the standard of living that he or she enjoyed during the marriage or to allow the supported spouse to become self-sufficient" *Cohen v. Cohen*, 327 Conn. 485, 504 (2018). Trial courts should not, in the absence of good reasons, depart from the general rule that the purpose of alimony is to allow the supported spouse to continue to enjoy the standard of living that existed during the marriage. *Id.*, 504 n.9. General Statutes § 46b-82.

Pursuant to Connecticut General Statutes Section 46b-82, the court must consider all the statutory factors in making an award of alimony but need not give each factor equal weight. *Costa v. Costa*, 57

Conn. App. 165, 174 (2000). The factors that the court has considered are the length of the marriage, the cause of the breakdown of the marriage, age of parties, station in life, 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.

This court has indeed considered all the prescribed considerations. This marriage was short in duration. The plaintiff is a young woman with a good education. The custody and parenting time will allow her to continue working at her current restaurant job without having to take time off to continue working weekends. Furthermore, the property division as ordered below will afford her a lump sum of money for her to continue to become self-sufficient.

ORDERS

1. The marriage of the parties is dissolved based on irretrievable breakdown.
2. Neither party will pay alimony to the other.
3. The parties will share joint legal custody of their minor child.
4. The minor child shall have primary residence with the plaintiff.
5. The defendant shall enjoy parenting time each week from Friday evening at 6 PM until Sunday at 5 PM.
6. Each party will have two weeks of vacation with the minor child per year. A week is defined as seven (7) consecutive days. The vacation weeks may be consecutive. The parties shall notify one another by May 1st each year of their intended weeks of vacation. For the year 2024, the parties shall notify one another by June 15th of their intended weeks. The plaintiff shall have first choice as to vacation weeks in even years. The father shall have first choice of

vacation weeks in odd years. All vacation plans, including hotels, flight information if applicable and phone numbers where the parent and the minor child can be reached shall be shared with the other party prior to the vacation.

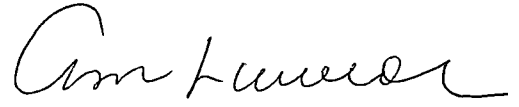
7. Neither party shall permanently remove the child from the United States absent a court order.
8. The parties shall use AppClose to communicate about the child in all non-emergency events.
9. Regarding the marital property located at 54 Mountain Road, Woodbury, Connecticut, the house shall be listed for sale by a licensed realtor on or before July 1, 2024. The defendant shall allow full access of the home to the realtor and shall keep the house in a show ready condition. The parties shall evenly split the proceeds of the sale of the property following the payment of all outstanding taxes, attorney's fees, closing costs and any other costs or fees associated with the sale of the home. Both parties shall fully cooperate with the advice of the realtor concerning the listing price and reductions in price in the event the home does not sell within a reasonable amount of time. The parties shall agree to all reductions of the price of the home at the suggestion of the licensed realtor.
10. The defendant shall reimburse the plaintiff one half the cost of the Appraiser, Frederick V. Miller, Jr. in the amount of six hundred dollars (\$600.00). The six hundred dollars (\$600.00) shall be paid directly to the plaintiff.
11. The defendant shall cooperate with the plaintiff in transferring title to her vehicle currently in her possession into her name.
12. The defendant shall pay to the plaintiff five hundred dollars as compensation for the nonpayment of car insurance in violation of the parties' temporary agreement within thirty (30) days of this order. The defendant shall pay all Department of Motor Vehicle fees associated with the lapse in insurance.

13. The plaintiff shall retain the property in Ecuador described as a lot located in the parish of Santa Anna.
14. Pursuant to the Connecticut Guidelines, the defendant shall pay One hundred fourteen dollars (\$114.00) weekly in child support. There is no deviation. The plaintiff shall pay 57% and the defendant shall pay 43% of unreimbursed medical expense. The defendant shall pay 43% of any qualifying childcare contribution.
15. The plaintiff shall maintain or obtain medical and dental insurance for the minor child.
16. Holidays shall be divided as the parties agree.
17. Both the plaintiff and the defendant shall fully cooperate with one another in efforts to obtain a passport for the minor child.
18. Neither party shall disparage the other party in front of the minor child.
19. The plaintiff shall claim the minor child as a dependent on taxes.
20. The plaintiff shall pay all debt incurred in her name. The defendant shall pay all debt incurred in his name, except for the Woodbury property taxes that will be paid out of the proceeds of the sale of the home.

5-20-24

Copies mailed this date to:
Atty. Douglas J. Lewis,
Atty. Thomas Kelly Mitchell-
Hoffler, Reporter of
Judicial Decisions (emailed)
Lawrence Assist. Clerk

THE COURT



Lawlor, Judge

5-20-24