

DOCKET NO: FBTFA226117453S

REDWOOD, CATALINA  
V.  
REDWOOD, JONATHAN

SUPERIOR COURT  
OFFICE OF THE CLERK  
JUDICIAL DISTRICT OF BRIDGEPORT  
AT BRIDGEPORT  
2024 APR 30 A 11:22  
4/30/2024  
JUDICIAL DISTRICT  
OF BRIDGEPORT

ORDER

The following order is entered in the above matter:

ORDER:

MEMORANDUM OF DECISION AFTER TRIAL

The plaintiff, Catalina Redwood, commenced this dissolution of marriage action against the defendant, Jonathan Redwood, by summons and complaint dated August 18, 2022. The case was tried before the Court on November 11, 14, 15, 16, 17, 2023 as well as on January 2 and 3, 2024 and February 23, 2024. The plaintiff was represented by MARTINEZ ALEX J. LAW OFFICES LLC, and the defendant was represented by EPSTEIN ANNE E LAW OFFICES OF LLC.

The court heard testimony from both parties and their various witnesses. Both parties submitted financial affidavits. The court also marked a total of 184 exhibits for the plaintiff. For the defendant, the court marked a total of 58 exhibits.

The parties agreed on the issues of: custody of the parties' dogs, division of cars, division of debts, and other minor issues as noted below. The main issues the parties disagree on include division of the marital estate, alimony, whether the plaintiff is entitled to a portion of her husband's business and attorney's fees.

Upon careful consideration of the facts agreed to by the parties, of the evidence presented and the pertinent statutory law, in particular § 46b-66 (agreements), § 46b-82 (alimony) and § 46b-81 (assignment of the marital estate), and the relevant case law, and having observed the demeanor and assessed the credibility of the witnesses at trial, and reviewed the admissible exhibits, the court finds and orders as follows.

FINDINGS:

Jurisdiction

The plaintiff and the defendant were married on August 10, 2013 in Montego Bay Jamaica. The parties continuously lived in the State of Connecticut for at least one year before this action was filed. All statutory stays have expired. The court has jurisdiction over this matter.

During the marriage, neither the parties nor their children received any public assistance.

Background

The plaintiff, who is 43 years old, seeks an equal division of the marital estate, which she maintains includes two residential properties, retirement accounts, and her husband's business. The two residential properties are both in her husband's name, but she claims the couple lived in them during their marriage. The husband's retirement accounts were partially funded during the marriage and the plaintiff is seeking

Mailed to: Alex Martinez, Esq.  
Anne E. Epstein, Esq.  
Wilson, Ester Moskowitz Edelman & Dicker  
4/30/2024  
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50% of the value accrued during the marriage. As for alimony, the plaintiff seeks alimony alleging that she supported her husband to help him raise his children from a prior marriage, maintained the marital household, relied on his income to survive, and also helped him grow his business. The plaintiff seeks a portion of her husband's business because she maintains she helped him make his business a more profitable enterprise by more than \$1 million dollars. The plaintiff attributes the breakdown of the marriage to her husband's alleged drug and pornography addictions.

The defendant, who is 61 years old, claims the plaintiff is not entitled to alimony or his retirement because her affair with his employee's son was the cause of the breakdown of the marriage. He further claims that the plaintiff is not entitled to an equal division of the residential properties he has in his name because the properties were bought with pre-marital funds and one property was bought and renovated shortly after the marriage with only his funds. He also claims that he solely funded the renovations of the marital residence with mostly pre-marital assets. The defendant maintains that his plaintiff-wife is not entitled any portion of his business because he compensated her as an employee. He denies that his business was more profitable or grew into a more profitable enterprise because of her involvement in the business. He also denies that she helped him raise his children from a previous marriage.

By the time this divorce action was filed, the parties had been married for nine years. No children were born of the marriage, but both parties had children from prior relationships. The children from both relationships lived with the couple on and off during the marriage. There was no credible evidence that either party raised the other parties' children. There was credible evidence that the defendant was very generous financially to the plaintiff, her daughter, and the plaintiff's mother.

#### Education and Employment

The plaintiff has an associate degree in marketing from Norwalk Community College and is continuing her education at Southern Connecticut State University in Business. There was credible evidence presented that before the marriage, the plaintiff worked at a bank earning between \$40k-\$50k a year, working full-time. She currently works at dentist's office making approximately \$20,825 a year, working 32 hours a week. She is in good health.

The defendant is the founder, owner, and operator of a glass installation business. He founded the business in 1988, and credibly testified that "he is the business." He reports an income of \$114,036 a year on his financial affidavit. His company's gross income fluctuates with the market conditions, but the business' unorthodox accounting practices and/or accounting errors makes the company's actual value unclear.

During the marriage, the plaintiff, and the defendant both worked at the defendant's business. The defendant was usually working in the field, obtaining business, installing, and monitoring the installation of glass. He left the day-to-day financial operations of the business in the hands of his employees. The plaintiff worked in the office with other employees, such as the accountant, bookkeeper, and clerical staff. The credible evidence established that the plaintiff was trained by other staff in the company to perform her duties, and she performed her duties well while working at the company. The plaintiff was fully compensated for her work at the company and provided with benefits such as healthcare and a retirement plan. The plaintiff's retirement account was fully funded during the marriage.

While the plaintiff seeks a portion of the defendant's company, claiming that she was essentially a co-owner and helped grow the company, no credible evidence was submitted to support her claim. The court finds that the plaintiff was compensated for her work as an employee. While there was evidence the plaintiff added value to the business as an employee, there was no credible evidence she was the reason the business was successful, or that she was a co-owner.

#### Division of Marital Assets

The plaintiff seeks an equal division of the retirement accounts of both parties. The plaintiff's entire retirement portfolio of \$83,000 was funded during the marriage. Additionally, the majority of the defendant's 401k was accrued during the marriage. His 401k grew from \$74,000 to \$292,000.

At the time of trial, two marital residences were in question. The marital residence at 8 Stoneleigh Square, Fairfield, with an accessory unit (Stoneleigh) is valued at \$930,000 (see Stipulation, doc. no. 201, dated November 13, 2023). It has a mortgage of \$309,077. The rental property at 2267 Kings Highway, Fairfield, CT (Kings Hwy) is valued at \$395,000, with an equity line of \$18,000.57. See Stipulation of Facts, doc. no. 205, dated November 15, 2023.

There is no dispute that the Kings Hwy property was purchased well before the parties were married. While there was some evidence that the couple resided in the property shortly after their marriage, the credible evidence established that the couple lived there for a very brief period, and the defendant paid all the expenses. When the couple vacated the property, the property paid for itself by way of rent proceeds. The court does not credit the plaintiff's testimony that she contributed to finding and maintaining tenants at the property or added any quantifiable value to the properties' maintenance or appreciation.

With respect to the Stoneleigh property, the court acknowledges that most, if not all, of the financial proceeds used to purchase the property were pre-marital. The court also finds that the defendant paid for almost all the expenses during the marriage. He also paid to renovate and maintain the Stoneleigh property with mostly pre-marital, but some marital funds. The court finds that some of the funds used to maintain the residence over the years were also from the Air BNB business the plaintiff was primarily responsible for establishing and managing. The court finds that the plaintiff also helped find contractors and negotiated prices for Stoneleigh. Accordingly, the court finds that the plaintiff did substantially and equally contribute to the upkeep and maintenance of Stoneleigh in ways that were not necessarily monetary in nature but added equal value to the property's value and appreciation.

#### Breakdown of the Marriage.

The credible evidence presented at trial shows that the plaintiff's actions during the marriage resulted in a scandal at her husband's company. The court finds that the plaintiff had an affair with the son of her husband's most valued employee. This affair was discovered and exposed by one of the defendant's children, who noticed the plaintiff's interaction with the employee's son while the parties were on company business trip. The plaintiff also secretly became engaged during the affair. The beginning and end dates of the affair remains unclear, but the court finds the relationship began before 2019, and was ongoing for several years. There was also credible testimony that the plaintiff became pregnant during the affair, but it is unclear whose child she was carrying.

While the plaintiff claims the marriage broke down because of the defendant's drug use and pornography addiction, the court does not credit her testimony. The plaintiff claims that she allowed her porn and drug addicted husband to travel alone with her minor daughter, out of state, for acting and/or modeling opportunities. The plaintiff also admitted that at least on one occasion, she allowed the defendant to transport her minor daughter to an audition in New York while she met up with her lover. The court finds it hard to reconcile the fact that the plaintiff believed the defendant had an untreated pornography and drug addiction, with the fact that she let him travel alone out-of-state, with her minor child, when the plaintiff could have made herself available to transport her minor child herself.

#### LEGAL ANALYSIS

##### 1. Alimony

There is no absolute right to alimony. General Statutes § 46b-82 provides that the court "may" award alimony and the decision whether to do so rests within the discretion of the court. *Weinstein v. Weinstein*, 18 Conn.App. 622, 637, 561 A.2d 443 (1989). The purpose of alimony is to fulfill a continuing duty to support, which arises out of the obligation the spouses assume toward each other because of the marriage. *Smith v. Smith*, 249 Conn. 265, 275, 752 A.2d 1023 (1999). In this case, considering all the applicable factors, the circumstances do not favor an award of alimony to either party.

When considering an award of alimony, the court considers, among other equitable factors, "the evidence presented by each party and shall consider the length of the marriage, the causes for the

annulment, dissolution of the marriage or legal separation, the age, health, station, 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" concerning property distribution. Provided the court considers all the statutory criteria, it has wide discretion in awarding alimony. *Costa v. Costa*, 57 Conn.App. 165, 174, 752 A.2d 1106 (2000).

The court has considered all the statutory factors in determining whether to award alimony to the defendant, and other equitable factors. There is a significant disparity in income between the parties, and there has been throughout the marriage. Nevertheless, the plaintiff has been receiving alimony during the pendency of this divorce and has chosen to reside with her mother. She has also not been working full-time, even though she has the capacity and skill set to obtain full-time employment. The plaintiff is much younger than the defendant. Given her age, education, and employment history the court does not credit her testimony that she needs the defendant's financial assistance to survive. The plaintiff herself claims she helped grow her husband's business by over \$1 million in revenue a year. If this testimony is to be credited, it means that the experience, knowledge, and skills she gained while employed at her husband's company is extremely valuable. The court finds that the plaintiff's earning capacity well exceeds her current income. Additionally, the court also finds that the cause of the dissolution was the plaintiff's infidelity. Accordingly, the court denies the plaintiff's claim for an award of alimony.

## 2. Assignment of the Marital Estate

"The purpose of a property division pursuant to a dissolution proceeding is to unscramble existing marital property in order to give each spouse his or her equitable share at the time of dissolution." *Smith v. Smith*, 249 Conn. 265, 275, 752 A.2d 1023 (1999). Along with other equitable factors, "[i]n fixing the nature and value of the property, if any, to be assigned, the court ... 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, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income. The court shall also consider the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates." General Statutes § 46b-81(c). Such contributions are not limited to monetary contributions. *Picton v. Picton*, 111 Conn.App. 143, 153, 958 A.2d 763 (2008). Here, the court finds that the parties equally contributed during the marriage to the maintenance of the marital residence at Stoneleigh. The court finds it fair and equitable to equally divide this marital asset.

The opposite, however, is true for the parties' retirement accounts. The court does not find that the plaintiff equally contributed to the acquisition, preservation, or appreciation in value of the defendant's retirement account. Given how close the defendant is to retirement, the court finds that he will have less opportunity to grow his assets and income than the plaintiff. Accordingly, the court finds that the parties shall each keep their respective retirement accounts.

## 3. Attorney's Fees

"[General Statutes §] 46b-62 governs the award of attorney's fees in dissolution proceedings. That section provides in part that the court may order either spouse ... to pay the reasonable attorney's fees of the other in accordance with their respective financial abilities and the criteria set forth in [General Statutes §] 46b-82.... The criteria set forth in § 46b-82 are the length of the marriage, the causes for the annulment, dissolution of the marriage or legal separation, the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate and needs of each of the parties and the award, if any, which the court may make pursuant to [§] 46b-81, and, in the case of a parent to whom the custody of minor children has been awarded, the desirability of such parent's securing employment." (Citation omitted; internal quotation marks omitted.) *DeAlmeida-Kennedy v. Kennedy*, 188 Conn. App. 670, 686, 205 A.3d 704 (2019). "In making its determination regarding attorney's fees the court is directed by General Statutes § 46b-62 to consider the respective financial abilities of the parties.... Where, because of other orders, both parties are financially able to pay their own counsel fees they should be permitted to do so." (Citations omitted; internal quotation marks omitted.) *Blake v. Blake*, 211 Conn. 485, 488-89, 560 A.2d 396 (1989). After considering all the aforementioned factors, the court

finds no basis for an award of attorney's fees. Accordingly, the request for attorney's fees is denied.

## ORDERS

1. The marriage is dissolved on the grounds of irretrievable breakdown. There is no hope of reconciliation. The parties are declared single and unmarried.
2. Alimony: The court declines to award alimony to either party.
3. Marital residence: The plaintiff will be entitled to half the net value of the Stoneleigh residence, in the amount of \$310,461.50. This lump sum payment is due to the plaintiff in full within six (6) months from the date of publication of this Order and may be paid incrementally or in one lump sum.
4. Debts and Liabilities: As agreed to by the parties, the court orders that each party be responsible for their own individual debts and liabilities.
5. Assets: Each party will retain all solely held bank accounts, and accounts they hold with third parties.
6. Personal Property: Within fifteen (15) days from the date of this Order, the plaintiff and the defendant shall make arrangements to divide their personal property on their own, or with the help of an arbitrator. If the parties cannot agree within fifteen (15) days from the date of this order, counsel for the parties will work together to select an arbitrator. The cost will be equally split between the parties.
7. Health Insurance: Each party will be responsible for obtaining and maintaining their own health insurance. The plaintiff shall be responsible for her health insurance and the health insurance of their own respective minor child(ren). The plaintiff will be entitled to seek any and all benefits available under COBRA, as would any other employee who is terminated from employment.
8. Vehicles: The parties shall maintain the vehicles on their respective financial affidavits and those vehicles they have stipulated to ownership. See Stipulation of Facts, dated February 23, 2024 [doc no. 214].
9. Vacating the marital premises: The plaintiff and defendant shall make reasonable efforts to ensure that all the plaintiff's and her daughter's personal property is removed from the marital premises within thirty (30) days from the date of publication of this Order.
10. The defendant will ensure that the two dogs the couple owned are turned over to the plaintiff within thirty (30) days from the date of this Order.
11. Bank accounts: All individually held bank accounts are to be retained by the party in whose name the account is listed.
12. Pre-divorce medical expenses: All unreimbursed medical costs accrued before the divorce was filed are to be split evenly by the two parties regardless of who was the recipient of the services.
13. Pre divorce taxes: Automobile taxes accrued before the divorce was filed are to be split equally by the two parties.
14. Parties shall file all U.S. Tax Returns following the dissolution of marriage as single and unmarried and indemnify and hold the opposing party harmless to any debts or collections due on said Tax Returns.
15. Attorney's fees: The request for the defendant to pay the plaintiff's attorney's fees is denied. The parties shall each be responsible for their own attorney's fees.

It is so ordered.

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Judge: NDIDI N MOSES

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