

NNH FA 22-6125604 S : SUPERIOR COURT
REMO FABBRI : J.D. OF NEW HAVEN
V. : AT NEW HAVEN
CHRISTIANE FABBRI : APRIL 23, 2024

Judicial District of New Haven
SUPERIOR COURT
FILED

APR 23 2024

**CORRECTED
MEMORANDUM OF DECISION**

CHIEF CLERK'S OFFICE

Introduction

On August 5, 2022, the plaintiff Remo Fabbri, filed a complaint, returnable August 30, 2022, seeking the dissolution of his marriage to the defendant Christiane Fabbri, whose former name was Christiane Nockels, and such further relief as the court deems is just and equitable.¹

A contested trial was held over four days. Both parties were represented by counsel through August 7, 2023. The wife appeared self-represented on October 13, 2023. The court heard testimony from the parties, the husband's caregiver, Kimberly Galvin-Jones, his son, Gian Dillman Rash Fabbri, and a neighbor, Ms. Elizabeth Bennett. The court took judicial notice of the contents of the court file, and reserved decision at the conclusion of the trial.

The court has carefully considered the criteria set forth in Connecticut General Statutes §§ 46b-40, 46b-81, and 46b-82, and relevant case law, the parties' financial affidavits, the parties' proposed orders, and having observed the demeanor and assessed the

¹ The wife is also referred to in documents as Christianne Fabbri-Nockels (Def. Ex. L), and she uses the name Nockels.

credibility of the parties at trial, the court makes the following findings before entering its orders. All findings are made by the preponderance of the evidence standard.

Findings

This is an action seeking dissolution of the marriage. The court has jurisdiction over the matter. The parties married on March 28, 1998, in Big Island, Hawaii. The husband has resided in Connecticut for twelve months prior to the institution of this action.

Neither party has received any financial assistance from the State of Connecticut or any municipality of this state. The State of Connecticut did not appear in this case.

There are no children issue of this marriage. The wife is not pregnant.

The allegations of the complaint are found to be true. The marriage has broken down irretrievably, and there is no reasonable prospect of reconciliation.

A. The Parties

The husband, Dr. Remo Fabbri, is 85 years old (DOB 11/6/1938). He graduated from Harvard College and Yale Medical School. He practiced in the United States Air Force for a little over two years following his internship, stationed in the United States and Italy. He received his certification in psychiatry from Yale Medical School and started his practice in New Haven. During the course of the marriage, he was a practicing psychiatrist. The husband has one child from his first marriage, Gian Dillman Rash Fabbri, who is 48 years old and resides in Massachusetts with his family.

The husband currently suffers with several health conditions for which he is under the care of a physician. These include mixed dementia, limited mobility, anoxic brain injury, depression, and heart failure with reduced ejection fraction (Pl. Ex. 2). He takes

numerous prescribed medications, including Plavix, Lexipro, Lasix, Coumadin, Topirol, Flomax, and Coumadin (Id.). The husband's cognition is declining, and his short-term memory has been an issue. He can independently perform limited daily activities such as mostly dressing himself, simple meal preparation, and walking a limited distance with the aid of a walker, but he otherwise requires assistance of a caregiver on a 24-hour basis.

The wife, Christianne Fabbri-Nockels, is 75 years old (DOB 11/21/1948). She holds a PhD and M.Phil. from Yale. She began her career as a physician assistant (PA) clinician in private practice and at Hill Health Center. She subsequently became a faculty member in the Yale PA Program at Yale Medical School and performed clinical work one day per week. She received a PhD fellowship with Yale during which she was a teaching assistant at the graduate school and paid no tuition. In the period of 2007 to 2014, she worked as a clinician in the Yale Health Program four days per week. After working a few years per diem, she started a home-based translation business, CNF Research, and is presently self-employed as an independent scholar, free-lance translator and editor in over three languages (See Pl. Ex. 3; Def. Financial Aff. dated 7/13/2023, #132.00). The wife has a daughter, from a prior marriage, who lives in Portugal with her family.

The wife has a few chronic conditions. She has osteoporosis, two compression fractures in her back, and macular degeneration.

The husband currently lives in the marital residence with his live-in caregiver, Kimberly Galvin-Jones who provides high quality personal and medical care assistance to him. Ms. Jones assists in the husband's daily activities, including preparing meals, dispensing medication, getting dressed, bathing, and caring for animals. She attends the

husband's medical appointments, with transportation provided by a private service. She also attends to grocery shopping, dry cleaning, and notifies the husband's son when he needs additional clothes.

The husband has experienced several major health issues over the course of the past decade. These include a stroke in May 2013, from which he recovered; hip reconstruction surgery, for which he was also hospitalized in 2017; osteoarthritis in his hips and knees; surgery in March 2019 to repair a broken femur that he sustained when he fell down the stairs at home; and a cardiac arrest in April 2019, for which he was hospitalized for eight days. In November 2019, the husband was diagnosed with congestive heart failure. After hospitalization, he was discharged to Whitney Center in Hamden for approximately six weeks. Upon his return home, Kimberly Jones worked a day shift six days per week. The wife also cared for the husband during this period.

In or around May 2022, the husband was admitted in-patient at Belmont Manor, a nursing home located outside of Boston, Massachusetts, based on the recommendation of a geriatrician. The husband was unhappy and depressed by the environment, and he expressed that he wanted to return to the home in Hamden. He also expressed serious opposition to receiving care or residing at a Veterans Administration facility ("the VA") based on his observation throughout his career of the poor quality of care provided. The husband was discharged, and he returned to the marital residence in Hamden on July 15, 2022. Ms. Jones became his full-time, live-in caregiver shortly thereafter.

B. The Parties' Marriage

The parties have been married for 25 years. This is the third marriage for each. At the time of marriage, the husband was 59 years old; the wife was 49 years old. They met when the wife was working as a PA at Yale, prior to obtaining her PhD. The husband was in his second marriage at the time. The wife had not finalized her second divorce.

The court finds the wife's testimony credible regarding the husband's conduct. In 2003, she suspected the husband was unfaithful based on finding condoms, love letters and printed copies of emails in his briefcase. The husband initially denied the affair as an "old flame," then admitted he had an affair with an old friend. The parties went to marriage counseling. The wife was devastated, but she did not file for divorce. After a period of uncertainty, she was convinced that the affair had ended and decided to give the marriage another chance.

During the marriage, the parties traveled together to Vermont to ski, the Caribbean, Italy, Luxemburg to visit the wife's mother, Brazil, and California. They also traveled separately, with the husband traveling to Italy to see his extended family, and France, and the wife to Luxemburg, California, Brazil and Portugal, to see her daughter. They used their own respective funds when traveling alone.

In the earlier years of the marriage, the parties attended cocktail parties and celebrated holidays together with their neighbors. The couples did not socialize as time went on due to health conditions. Ms. Bennett, a neighbor, was present on three occasions in which the husband suffered a medical emergency at home. During visits she witnessed the wife being attentive and acting in the husband's interest.

Over time, the parties did not share much enjoyable companionship at dinner or in residing together. The wife testified that when at dinner with the husband he was provocative and needling about people she knew and her family. She observed that the husband consumed excessive amounts of alcohol. He was not at the office much during the day, returning home for lunch followed by a midday nap, before returning to the office for a short period. She was concerned about his earnings. The parties have not had sexual relations since 2010.

The wife rendered life-saving care to her husband in 2019 while waiting for emergency medical providers when he suffered a cardiac arrest in their residence. The husband's practice was subsequently closed that year. The wife paid the rent during that period of his absence and handled the closure. She retained the husband's patient records in their garage until 2022 based on recordkeeping requirements.

The court finds the testimony of Kimberly Jones credible. In 2022, she was assisting the wife by shredding patient files when she came upon a group of letters, condoms, and photos. Ms. Jones believed the items were personal in nature, so she asked the wife if they should be maintained. She observed the wife as she reviewed the material. The wife looked stunned and walked away. She subsequently heard the wife ask the husband about the materials, and his response that "it must be the French." Ms. Jones was emotional during her testimony about the situation between the parties, both of whom have been compassionate toward her and appreciative of her dedicated service to the husband.

The wife confronted the husband regarding her discovery when he was in Belmont Manor. She asked him if the affair had continued past 2003. The husband did not respond.

The wife asked him, "why?" to which he responded that "it was because of [his] mother." The wife believes the husband continued the extramarital affair with the same woman for an additional 12 years after 2003, and that and there was subsequent communication between him and this woman.

The wife advised Gian Fabbri in an email on July 24, 2022, that she had overheard the husband tell him that he may have taken the woman to lunch a couple of times but could not even remember having sex (Pl. Ex. 1). The wife presented options regarding the husband remaining in the marital residence, in part contingent on a legal separation, and stated that he should enroll for VA services (Id.). She made it clear that she no longer wanted to be legally responsible for the husband or for managing his affairs and care. The wife advised that she had met with an elder care attorney about setting up a Medicaid asset protection trust, and she planned to contact a divorce attorney to explore her options (Id.).

Shortly after the husband returned from Belmont Manor the wife hired Kimberly Jones as a live-in caregiver. She did not want to take care of the husband, and her attorney advised her not to take care of him. The wife traveled to California in August 2022. In October 2022, she left the residence to travel to Portugal where she stayed with her daughter and son-in-law. She returned in or around January 2023, and left again for Portugal in March 2023, until her return on June 28, 2023. She presently resides in the marital residence, but she does not provide care for the husband.

The court finds the wife's testimony credible that her viewing of letters, photographs and condoms in 2022 caused her distress, regret, and anger. Contrary to the husband's claim, she was not motivated to act by a mere desire to preserve her funds. She became

convinced the affair had continued after she believed it had ended, and she confronted the husband seeking an explanation. She became further upset upon overhearing his denials or lack of recollection in speaking to others. She expressed regret that she did not pursue divorce years ago. She resolved that she would no longer care for the husband, and she needed to protect her assets and dissolve the marriage.

The parties' marital relationship was broken long before the wife viewed the letters and items stored in the husband's file cabinet. By her own account, they lived largely separate lives; she did not enjoy his company. They had not had marital relations for many years. She continued to take care of him as an old, sick partner. She believed she had an obligation to do so, until she learned of the betrayal.

The court finds that the parties share responsibility for the breakdown of the marriage. The husband is more at fault.

C. Financial Issues

The husband is no longer employed in any capacity. He receives his mandatory minimum retirement distribution. He has Medicare and supplemental insurance. His medical care is mostly covered. His insurance bills and the cost of Ms. Jones as his live-in caregiver are the medical expenses.

The wife's reported net annual income from all sources on her July 7, 2023 financial affidavit is \$95,316 (#132.00). Her net weekly income is \$1,832.79. This is a reduction from her reported net annual income ten months prior in September 2022.² The wife receives social security benefits of \$27,800 per year, dividends of about \$15,000 per year,

² The wife clarified in her testimony that she erroneously entered her self-employment income as tips on her 9/7/2022 financial affidavit (See Ex. 6). This does not change the total income.

and rental income of about \$9,600 per year (#132.00). The reduction in her net weekly income is in the category of self-employment, which she states is based on an average of 2021-2022. She projects that she cannot maintain the same business income as years go on. She has substantially more assets than the husband. Most of these assets were accumulated during the marriage.

The court finds the testimony of Gian Fabbri credible. He assists his father, the husband, in making sure that his overall healthcare is adequately taken care of, and he arranges the payments to Ms. Jones from the husband's accounts for her weekly rate and any expenditures she has made. The husband pays Kimberly Jones \$865.00 weekly in wages. She resides in the home free of charge. The value of the housing is \$460.00 per week. Her total weekly compensation is \$1,325. He projects that if the husband were to reside elsewhere and pay a medical assistant, the cost would be \$2,772.00 per week, plus a cost of \$1,120.00 for overnight care, for a total cost of \$3,892.00 per week. The current financial arrangement avoids an approximate additional cost of \$2,500 per week.

The wife owned the marital residence prior to the marriage (Pl. Ex. 7). She purchased the home for \$207,000 with a downpayment of \$110,000, which she received from an inheritance. The husband moved in following the dissolution of his second marriage. Title remained in the wife's name. The fair market value at the time of dissolution is \$450,000. The equity in the marital residence is \$448,000 (Pl. Ex. 6). There is no mortgage.³ During the marriage the husband paid a specific amount per month toward

³ There is \$2,047.61 in an equity line of credit (Pl. Ex. 6).

the household expenses, and he made limited contributions toward improvements. He paid one-half of homeowners insurance until a few years ago when he became ill.

The parties do not jointly own any real property, stocks, bonds, or other investments. They do not have joint accounts.

The husband has \$3,845 in one bank account. The wife has \$25,828 in three bank accounts listed on her financial affidavit. The combined total is \$29,673.

The wife received an inheritance from her mother, which was paid in 2020. The account is valued at \$688,231 at the time of dissolution. The husband has an account valued at \$40,000 at the time of dissolution. The combined total is \$728,231.

The husband has \$267,000 retirement accounts. The wife has \$525,084. The combined total is \$792,784 at the time of dissolution.

Throughout the marriage, both parties made contributions to the acquisition, maintenance and preservation of the marital assets. The wife contributed more to the maintenance and improvement of the marital residence. The husband's earnings from employment were greater earlier in the marriage. There were several years in which he was ill, then closed his practice. The wife was in graduate school for a period. They each paid expenses in the marriage and saved for retirement.

The court rejects the wife's argument that the husband should not share in any of her property, and that no alimony should be awarded to either party.

The court has considered the claims and finds, in consideration of the statutory criteria of Conn. Gen. Stat. § 46b-82, that an award of alimony is warranted to be paid by the wife to the husband under the facts and circumstances of this case.

The court also rejects the wife's claim to retain the entirety of her inheritance received from her mother as it is well-settled that "an inheritance received by one of the parties before the dissolution of a marriage constitutes part of that person's estate subject to assignment under § 46b-81." *Coleman v. Coleman*, 151 Conn. App. 613, 619, 95 A.3d 569 (2014).

The wife is significantly younger than the husband and has no major health conditions. She travels and resides with her daughter in Portugal in her discretion. The husband needs immediate care on a 24-hour basis. The wife is currently able to work in her field, and she receives income from other sources. She has had a role in the preservation and appreciation of her accounts. The court finds that, except as otherwise ordered herein, the husband shall receive forty percent (40%) and the wife sixty percent (60%) of the bank, investment and retirement accounts along with any allocated cost-of-living allowances.

ORDERS

1. Dissolution

The marriage of the parties is dissolved on grounds of irreconcilable differences. The parties are declared to be single and unmarried.

2. Alimony

Considering the causes of the dissolution of the marriage, the length of the marriage, the parties' ages, health and station, the amounts and sources of their respective incomes, and the other pertinent factors set forth in Section 46b-82 of the Connecticut General Statutes, including but not limited to the awards of property to each spouse hereunder, the court orders the wife Christiane Fabbri-Nockels to pay periodic alimony to the husband Remo

Fabbri in the amount of \$446.00 per week, commencing on the date of judgment. and continuing for a period of three years after the date of the judgment. Alimony is modifiable as to amount and term. Alimony shall end with the death of either party. The husband's residence with a caregiver(s), shall not constitute cohabitation subject to Connecticut General Statutes § 46b-86b.

The court makes no award of alimony payable to the wife by the husband.

3. Marital Residence

The husband shall exclusively occupy the marital residence at 80 Hepburn Road, Hamden, Connecticut for up to 24 months from the date of dissolution. He may reside with his caregiver(s), including family members. The husband shall be responsible for all costs associated with the residence, including but not limited to, utilities, maintenance, repairs and liabilities. The wife shall be responsible for taxes and insurance. At the conclusion of the earlier of the 24-month period, the husband's death or notification by the husband or his designee that he has permanently vacated the residence, the defendant shall have exclusive ownership and possession of the residence without claim by the husband thirty-one (31) days thereafter.

The defendant may return to temporarily reside in the residence when she is in Connecticut, by mutual agreement of the parties in writing.

The Court shall retain jurisdiction to effectuate this order.

4. Personal Property

The parties shall divide all the personal property owned by them or either of them, including furniture, artwork and memorabilia, and any interests that each may claim to have

against the other by reason of their marriage to their mutual satisfaction. If the parties are unable to agree to the division of personal property, the matter shall be referred to binding arbitration before a single arbitrator. The parties shall equally split the cost of the arbitration.

5. Bank Accounts/Cash

The parties bank accounts reflected on their respective financial affidavits (#123.00, #132.00), valued at \$29,673, shall be divided such that the husband shall receive forty percent (40%) and the wife shall receive sixty percent (60%) of the cumulative total of those accounts, valued as of the date of dissolution. The wife shall make payment to the defendant by cash or bank check.

6. Retirement Accounts

The parties' retirement accounts, to include the plaintiff husband's Roth IRA 5412 H and ETrade Rollover IRA #3654, and the defendant wife's ETrade Fin/Morgan Stanley #7571, #4345, and #9401, valued at \$792,784.00 shall be divided such that the husband shall receive forty percent (40%) and the wife shall receive sixty percent (60%) of the cumulative total of those accounts, valued as of the date of dissolution. Any transfer shall include any investment gains or losses from the date of dissolution until the date of transfer. To the extent a Qualified Domestic Relations Order (QDRO) may be necessary to transfer such funds, the parties shall use a third-party neutral attorney of their choosing for the preparation of the QDRO(s) and shall share in the cost of such QDRO preparation equally. If the parties cannot agree upon a third-party neutral attorney to utilize for preparation of the QDRO, the parties shall utilize Attorney Elizabeth McMahan.

The court shall retain jurisdiction over the division of the parties' retirement accounts.

7. Stocks, Bonds, Investments, Inheritance

The parties' accounts listed on their financial affidavits, valued at \$728,231 shall be divided such that the husband shall receive forty percent (40%) and the wife shall receive sixty percent (60%) of the cumulative total of those accounts, valued as of the date of dissolution. Any transfer shall include any investment gains or losses from the date of dissolution until the date of transfer.

8. Business Interests

The defendant wife shall retain her entire interest in CNF Research free and clear of any claim by the plaintiff.

9. Debts and Liabilities

The parties shall each assume responsibility for their own debts and liabilities, including those reflected on their financial affidavits, and shall indemnify and hold the other party harmless for such debts and liabilities.

10. Medical Benefits and Expenses

The parties shall be individually responsible for their own medical insurance and expenses beginning as of the date of dissolution.

11. Life Insurance

Neither party shall be obligated to maintain any life insurance policies for the benefit of the other party.

12. Taxes

The parties shall be entitled to file as married individuals filing separately for the tax year 2023.

13. Attorney's Fees

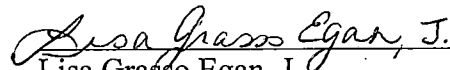
Each party shall bear their own attorney's fees and costs associated with this matter.

14. Financial Affidavits Unsealed

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

SO ORDERED.

By the Court,


Lisa Grasso Egan, J.

Judgment entered _____ 20____
Counsel/Self-rep. Ind. notified 4/23 2024
By JDND copy of memo Other
 Copy to Reporter of Judicial Decisions

mailed to:
Ttathy Perelmutter Potash & Ginzberg

Δ SRP C. Fabbi
by NSasser ~~ASB~~ Clerk 4/23/24