

DOCKET NO: HHD-FA23-5079870-S : SUPERIOR COURT  
CARLSON, PATRICIA : JUDICIAL DISTRICT OF HARTFORD  
V. : AT HARTFORD  
MORIN, ADRIAN : APRIL 25, 2024

**MEMORANDUM OF DECISION**

This action seeks the dissolution of the parties' three-year marriage, commenced by a complaint filed on September 19, 2023. The parties appeared at trial on April 9, 2024, as self-represented individuals. The court has fully considered the rules of practice; full exhibits; testimony from the parties; the demeanor and credibility of the witnesses; applicable case law; and the criteria set forth in Connecticut General Statutes §§ 46b-81 and 46b-82 in reaching the decisions reflected herein. The court also reviewed the parties' financial affidavits and proposed orders.

As financial matters were in dispute, the court unseals the financial affidavits pursuant to Practice Book § 25-59a (h).

**FINDINGS OF FACT**

The court makes the following findings of fact by a preponderance of evidence. All valuations of assets are made as of the date of dissolution unless otherwise set forth herein. The court has jurisdiction over this matter. The parties were married in April of 2021 in West Hartford, CT. The parties have resided in Connecticut for twelve months prior to the entry of this final decree. The marriage of the parties has broken down irretrievably with no possibility of reconciliation. The allegations in the complaint have been proven and are found to be true.

**FILED**

APR 25 2024

**HARTFORD J.D.**

4/25/24 - cc: RJD, P Carlson, Amorein, Susan Guano

There are no children born of this marriage. Neither party has received financial assistance from the State of Connecticut, except the defendant received Husky health insurance in the past.

The plaintiff is fifty-seven years old. In 2019, plaintiff was diagnosed with a serious medical condition that required surgery and extensive treatment. Plaintiff completed treatment in 2019 and is currently healthy. Plaintiff graduated high school and earned an associate degree in business administration. Plaintiff works as a Lead Clerk for the United States Postal Service. Plaintiff has worked full time at the United States Postal Service for approximately six years. Plaintiff currently earns approximately \$1522 per week in gross income with a net weekly income of \$987 per week. (Doc. #110).

The defendant is fifty-one years old and has been collecting SSDI payments since 2018 due to a medical condition. Prior to receiving SSDI benefits, defendant worked at the United States Postal Service as a carrier. Prior to his job at the United States Postal Service, defendant worked at the Rocky Hill Police Department as a dispatcher. Defendant has a daughter from a previous relationship who, along with her son (defendant's grandson), reside in the marital home with the parties.

Unless otherwise stated herein, the court relied on the financial affidavits filed in this matter by the parties. (Doc. 108 and 110). The court finds the following values for the parties' expenses, assets, and liabilities as of the date of dissolution. The court finds and accepts the values as stated on the parties' respective financial affidavits which were not in dispute. This includes their assets, expenses and liabilities other than that listed for the residence located at 450 Quaker Lane South, West Hartford, CT.

Defendant listed the fair market value of the home as \$291,000 on his financial affidavit based on an appraisal. At the trial, plaintiff did not dispute fair market value of the residence as \$291,000 and the court accepts this value.

Additional findings of fact are stated or incorporated as applicable in the discussion, conclusion and orders set forth in this decision.

### RELEVANT CASE LAW

#### Trial Court's Role

"It is well established that [i]n a case tried before a court, the trial judge is the sole arbiter of the credibility of the witnesses and the weight to be given specific testimony... . The credibility and the weight of expert testimony is judged by the same standard, and the trial court is privileged to adopt whatever testimony [it] reasonably believes to be credible." (Internal quotation marks omitted.) *Caciopoli v. Lebowitz*, 131 Conn. App. 306, 327, 26 A.3d 136 (2011), *aff'd*, 309 Conn. 62, 68 A.3d 1150 (2013). "Nothing in our law is more elementary than that the trier is the final judge of the credibility of witnesses and of the weight to be accorded their testimony." *Morande v. Newman Lincoln-Mercury, Inc.*, 5 Conn. App. 423, 499 A.2d 78 (1985), citing *Morgan v. Hill*, 139 Conn. 159, 161, 90 A.2d 641 (1952).

"The factfinding function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of circumstances, i.e., including its observations of the demeanor and conduct of the witnesses and parties, which is not fully reflected in the cold, printed record which is available to [appellate courts]." *Lupien v. Lupien*, 192 Conn. 443, 445, 472 A.2d 18 (1984).

## Distribution of Assets

Connecticut General Statutes § 46b-81<sup>1</sup> “confers broad powers upon the court in the assignment of property, and the allocation of liabilities and debts is a part of the court’s broad authority in the assignment of property.” (Internal quotation marks omitted.) *Roos v. Roos*, 84 Conn. App. 415, 420, 853 A.2d 642, cert. denied, 271 Conn. 936, 861 A.2d 510 (2004). “Indeed, § 46b-81 (a) permits the farthest reaches from an equal division as is possible, allowing the court to assign to either the husband or wife all or any part of the estate of the other.” (Internal quotation marks omitted.) *Kaczynski v. Kaczynski*, 124 Conn. App. 204, 213, 3 A.3d 1034 (2010). A trial court has discretion to remedy a party’s “violations of a court order through its distribution of the parties’ marital property.” *O’Brien v. O’Brien*, 326 Conn. 81, 103, 161 A.3d 1236 (2017). An unequal distribution of assets may be warranted where one party is abusive and responsible for the breakdown of the marriage. See *Desai v. Desai*, 119 Conn. App. 224, 238, 987 A.2d 362 (2010). “There is no . . . requirement that the court specifically state how it weighed the [§ 46b-81 (c)] factors or explain in detail the importance it assigned to these factors.” *Id.* The Court has considered all of the statutory criteria set forth in Connecticut General Statutes § 46b-81 in reaching the decisions herein. The Supreme Court in *Loughlin v. Loughlin*, 280 Conn. 632, 647, 910 A.2d 963, 974 (2006) stated, “the “length of the marriage” criterion

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<sup>1</sup> General Statutes § 46b-81 (c) provides: “In fixing the nature and value of the property, if any, to be assigned, the court, after considering all the evidence presented by each party, 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, 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.”

prescribed in §§ 46b–81 and 46b–82, as a matter of law, does not include prior marriages or cohabitation preceding the marriage....’ Accordingly, the court has not considered the parties’ period of cohabitation that preceded the marriage as part of the “length of marriage” statutory factor in the decisions contained herein regarding alimony and the assignment of property.

### Alimony

The statutory authorization for the award of alimony in dissolution cases is provided in General Statutes § 46b-82. “[Section] 46b-82 governs awards of alimony. That section requires the trial court to consider the length of the marriage, the causes for the . . . dissolution of the marriage . . . the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate and needs of each of the parties . . . . In awarding alimony, [t]he court must consider all of these criteria.” (Internal quotation marks omitted.) *Onyilogwu v. Onyilogwu*, 217 Conn. App. 647, 652, 289 A.3d 1214 (2023). The applicable alimony statute does not recognize an absolute right to alimony. General Statutes § 46b-82; *Valante v. Valante*, 180 Conn. 528, 530, 429 A.2d 964 (1980). “While alimony in whatever form, or an assignment of property is not to be considered either as a reward for virtue or as a punishment for wrongdoing, a spouse whose conduct has contributed substantially to the breakdown of the marriage should not expect to receive financial kudos for his or her misconduct.” *Robinson v. Robinson*, 187 Conn. 70, 72, 444 A.2d, 234 (1982). The Supreme Court, in *Tilsen v. Benson*, 347 Conn. 758, 814, 299 A.3d 1096, 1131 (2023), reiterated that it is a long-settled principle that a parties’ ability to pay is a material consideration in formulating financial awards. The Supreme Court further stated that it “is hornbook law that what a

spouse can afford to pay for support and alimony is a material consideration in the court's determination as to what is a proper order." *Id.* at 814; *citing Greco v. Greco*, 275 Conn. 348, 362, 880 A.2d 872, 881 (2005). The court has considered all of the statutory criteria set forth in Connecticut General Statutes § 46b-82 in reaching the decisions herein. The Supreme Court in *Loughlin v. Loughlin*, 280 Conn. 632, 647, 910 A.2d 963, 974 (2006) stated, 'the "length of the marriage" criterion prescribed in §§ 46b-81 and 46b-82, as a matter of law, does not include prior marriages or cohabitation preceding the marriage....' Accordingly, the court has not considered the parties' period of cohabitation that preceded the marriage as part of the "length of marriage" statutory factor in the decisions contained herein regarding alimony and the assignment of property.

#### DISCUSSION

The parties met in 2001 and began a romantic relationship in 2002. The parties purchased the home located at 450 Quaker Lane South, West Hartford, CT, in 2003 and have resided in the home since that time. The initial mortgage deed was held in only the plaintiff's name. (Plaintiff's Exhibit 4, Defendant's Exhibit C). In 2019, plaintiff learned that she had cancer. In May 2019, plaintiff had surgery. She received treatments through November 2019 due to her cancer diagnosis. Plaintiff testified that she was cancer free upon completion of her treatment in 2019.

After the plaintiff's diagnosis in 2019, the parties, with the financial assistance of the plaintiff's father, paid the existing outstanding mortgage balance in full. (Plaintiff's Exhibit 3). The parties were married in April 2021. Plaintiff testified that five or six months after they were married, defendant wanted to have an "open marriage" meaning

he would engage in sexual relationships with other women. Defendant testified that he wanted to have an “open marriage” because the parties were unable to be intimate due to the effects of the plaintiff’s cancer treatments. Plaintiff credibly testified that she never agreed to have an “open marriage” with the defendant. Beginning in 2022, defendant proceeded to have extra marital affairs with approximately four different women. Defendant informed the plaintiff of his affairs. Defendant admits to opening a joint bank account with a woman with whom he was having an affair. Plaintiff discovered the affair when mail addressed to the defendant and the woman was sent to the marital home. Defendant admitted that he is currently involved in a romantic relationship with another woman. He is intimate with the woman and spends several days in row with her. Plaintiff testified that going through cancer treatment was not as painful as what the defendant is putting her through now.

The parties continue to reside at 450 Quaker Lane South, West Hartford, CT. The defendant’s daughter and her ten-year-old son also reside in the home. The parties agree that plaintiff and the defendant’s daughter and grandson shall continue to reside in the home after the dissolution of marriage. However, defendant seeks half of the equity in the residence. Plaintiff contests defendant’s claim and testified that she already paid the defendant his share of the equity in the residence. Plaintiff testified that in 2022 she took out a home equity loan in the amount of \$150,000 because defendant wanted a divorce and he wanted his share in the equity in the home. On March 22, 2022, plaintiff issued a check to the defendant in the amount of \$150,000. (Plaintiff’s Exhibit 1). Plaintiff believed that defendant would move forward with a divorce after the payment. The defendant disagrees and contends the home equity loan was for the parties to pay bills

as he deposited the check into the parties' joint bank account. Plaintiff counters that the parties had already paid off the mortgage, did not have a mortgage payment and were fine financially. The timing of the home equity loan also coincides with the beginning of the defendant's actions of engaging in extramarital affairs. The court finds the plaintiff's testimony credible and persuasive. The court finds plaintiff took out a home equity loan and paid the defendant \$150,000 for his share of the equity in the home due to the prospect of divorce.

The parties dispute whether the Liberty Bank accounts listed on plaintiff's financial affidavit are property subject to equitable division under Connecticut General Statutes § 46b-81. On her financial affidavit, Plaintiff lists several Liberty Bank accounts that belong to her parents. (Doc. #110). Plaintiff testified that her father added her name to the bank accounts in order for the plaintiff to have the ability access the accounts to care for her mother and pay her mother's bills if something happened to her father. Plaintiff has not accessed any of her parents' accounts to date. Defendant contends that the Liberty Bank accounts are the plaintiff's future inheritance. The court finds given the unique facts of this situation, plaintiff's future interests in the bank accounts are so speculative that it constitutes a mere expectancy that is not property subject to equitable distribution. *Bender v. Bender*, 258 Conn. 733, 748, 785 A.2d 197, 209 (2001); see also *Rubin v. Rubin*, 204 Conn. 224, 236–39, 527 A.2d 1184 (1987) (expected inheritance).

### CONCLUSION

The court finds the plaintiff's testimony to be credible and reliable regarding the causes of the breakdown of the marriage. This marriage collapsed due to the defendant's



engagement in multiple and ongoing extramarital affairs. The court does not find the defendant credible and finds the defendant at fault for the breakdown of this marriage.

The court further holds an unequal division of assets and liabilities is fair, just, and equitable under these circumstances. The court has fully considered and weighed the factors set forth in Connecticut General Statutes § 46b-81 in the assignment of property, and the allocation of liabilities and debts in this case. As to the assignment of assets and liabilities, the court enters the following orders that it finds to be fair and equitable under all the facts and circumstances as presented. Regarding alimony, the court has considered all the statutory criteria set forth in Connecticut General Statutes § 46b-82.

### **ORDERS**

**1. Dissolution of Marriage**

The marriage of the parties is hereby dissolved on the grounds of irretrievable breakdown. The parties are declared to be single and unmarried.

**2. Alimony**

Neither party is awarded alimony.

**3. Health Insurance**

The parties shall be responsible for the cost of their own health insurance after the date of dissolution, and each party shall be responsible for their own outstanding and future medical expenses.

**4. Assets**

a. Real Estate. The plaintiff shall retain all right, title and interest in the real property located at 450 Quaker Lane South, West Hartford, CT. Plaintiff shall be solely responsible for all costs associated with the home including

utilities, taxes, and insurance. Defendant shall vacate the residence by June 30, 2024. Plaintiff shall have exclusive possession of the residence as of July 1, 2024. Defendant shall immediately quitclaim all right title and interest in the home to the plaintiff. Plaintiff shall retain the property free and clear from any claim by the defendant. The court retains jurisdiction over this provision.

- b. Motor Vehicles. Plaintiff shall retain the 2003 Ford Taurus free and clear from any claim by the defendant. Defendant shall retain the 2002 Ford Explorer free and clear from any claim by the plaintiff.
- c. Bank Accounts. The parties shall each retain their respective individual bank accounts as listed on their financial affidavits. The parties shall close their joint Bank of America account within 30 days of the date of this judgment and shall equally divide (50/50) any remaining balance.
- d. Retirement Accounts. The parties shall each retain their respective retirement accounts as listed on their financial affidavits free and clear from any claim by the other party.
- e. Jewelry and Home Furnishings. The plaintiff shall retain the jewelry and home furnishings as listed on her financial affidavit. There is no equalization of value.

## **5. Liabilities**

The parties shall each be solely responsible for the debts and liabilities as listed on their respective financial affidavits as filed herein. However, plaintiff shall make a one-time payment to the defendant in the amount of \$26,992 within thirty (30)

days after the defendant vacates the residence for her share of the parties' credit card debt.

**6. Life Insurance**

Neither party shall be required to retain life insurance policies for the benefit of the other party.

**7. Indemnification**

Each of the parties shall indemnify and hold the other harmless with respect to any debt, or portion thereof, ordered to be paid herein. Each party is ordered to sign whatever documents are necessary and presented to them by the other party to effectuate these orders within ten days of presentment unless otherwise ordered herein.

Unless otherwise specifically set forth herein, these orders are effective immediately.

SO ORDERED.

BY THE COURT,

A handwritten signature in black ink, appearing to read "J. Larock", written over a horizontal line.

Larock, J.