

DOCKET NO: FBT FA-23-5051470-S

JUDE DUPERVAL

: JUDICIAL DISTRICT OF BRIDGEPORT

V.

: AT BRIDGEPORT

BERCY DUPERVAL

: MAY 14, 2024

MEMORANDUM OF DECISION

On April 25, 2023 a dissolution of marriage complaint was filed by Jude Duperval, plaintiff husband, seeking the dissolution of his marriage to Bercy Duperval, defendant wife. The court had a trial and heard testimony on May 14, 2024. The plaintiff was represented by counsel and the defendant was self-represented.

Upon careful consideration of the evidence presented and the pertinent statutory law, particularly Conn. General Statutes §46b-56, §46b-81, §46b-82 and §46b-56a, and having observed the demeanor and assessed the credibility of all the witnesses at trial, the court finds and orders as follows.

FACTUAL BACKGROUND

The parties were married on March 2, 2017 in Stamford, CT. The parties have two children issue of marriage, Jubhersein Duperval, born on October 23, 2018 and Jubherleeyah Duperval, born January 1, 2020.

The plaintiff husband is forty-three (43) years old and is in good health. The defendant wife is thirty-seven (37) years old and is in good health. The parties met in 2011. They moved in together in 2016 and married in 2017. The parties have lived together throughout their marriage.

The plaintiff husband works as an examiner for Amalgamated Life and the defendant wife works as an LPN for Phase 2 Face homecare. The plaintiff works full time and the defendant works part time, however, is looking to increase her hours to full time. The defendant has worked full time for a majority of the marriage. The plaintiff does not have an advanced degree, however did complete one year of college. The defendant holds an associates degree in nursing as well as a bachelor's degree in human services. She obtained her LPN license in 2015.

The defendant wife claims that the plaintiff cheated on her and verbally abused her for many years over the course of their marriage. The plaintiff husband denies cheating on the

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defendant and claims she has been unfaithful to him for many years. In all, the court finds that this marriage has indeed broken down irretrievably, with no hope for reconciliation. The court does not find that either party is more at fault for the breakdown of the marriage.

DISCUSSION

A. REAL PROPERTY

The marital property, located at 1376 Huntington Road, Stratford, CT, is worth approximately \$476,074.00, with a mortgage balance of about \$314,697.

All marital property is to be divided in accordance with the terms of General Statutes § 46b-81, which dictates consideration of the following factors: the length of the marriage; the causes for the breakdown; age of the parties; health of the parties; station of the parties; occupation of the parties; amount and sources of income of the parties; earning capacity of the parties; vocational skills of the parties; education of the parties; employability of the parties; estate of the parties; liabilities and needs of the parties; the opportunity of each for future acquisition of capital assets and income; and the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates. The court is not required to afford the same weight to each factor; *Calo-Turner v. Turner*, 83 Conn. App. 53, 62, 847 A.2d 1085 (2004); and there is no presumption of equal division. *Wendt v. Wendt*, 59 Conn. App. 656, 683, 757 A.2d 1225, cert. denied, 255 Conn. 918, 763 A.2d 1044 (2000). This court has taken into account all of these factors, including the cause of the breakdown, the age of the parties, and the length of the marriage.

The plaintiff wants the home sold immediately and both parties split the equity. The defendant wants to refinance the home and not give the plaintiff any equity in the home. She claims she has been the only one contributing to the mortgage of the house, since the house was bought on or about October 2020. She also claims she solely paid for the childcare of the children. The court does find the defendant more credible than the plaintiff with respect to this issue and thus, shall order that the parties shall split the equity 60/40. The defendant shall retain 60% of the equity of the home and the plaintiff shall retain 40% of the equity in the home.

The defendant shall have six (6) months to refinance the home to her name only. The defendant wife may also buy out the plaintiff by paying the plaintiff \$64,550.80, which represents 40% of the current equity in the home.

B. RETIREMENT ACCOUNTS

Neither party claims to have any retirement accounts.

C. BANK ACCOUNTS

Both parties shall keep their respective bank accounts. Any joint bank accounts shall be closed within sixty (60) days and funds contained therein shall be split 50/50.

D. PERSONAL PROPERTY

The plaintiff husband shall be entitled to the TV in the living room, the dining room set, and one bedroom set. He is also entitled to his personal belongings including clothes.

E. LIFE INSURANCE

Both parties shall obtain life insurance no less than \$100,000, naming the children as beneficiaries, until both of the children reach the age of majority.

F. VEHICLES

Both parties agree that the plaintiff husband will keep the 2014 Nissan Altima. The defendant wife shall keep the 2023 Mercedes Benz.

G. CREDIT CARD DEBT/LOAN DEBT

Both parties have significant credit card debt and/or loan debt. The plaintiff husband has debt equal to about \$34,404.06. The defendant wife has debt equal to about \$50,278.68. They both agree to keep and be responsible for their respective debt.

H. ALIMONY

The plaintiff husband is seeking alimony in the amount of \$500 per week, for a period of three and half (3 ½) years. The defendant opposes this request. Defendant seeks no alimony be awarded to either party. The plaintiff husband's current annual income is about \$39,000 gross per year.¹ The defendant wife earns about \$41,600 gross per year. As stated earlier, the husband works full time, while the wife works part time as a nurse. She is currently looking for employment that will allow her to work more hours per week.

“In determining whether alimony shall be awarded and the duration and amount of the award, the court shall consider the evidence presented by each party and 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 and needs of each of the parties...” See Conn. Gen. Statute §46b-82 (a).

The purpose of an alimony award has historically been to allow the “abandoned” spouse to maintain the standard of living he/she enjoyed during the marriage that is not otherwise met by

¹ The court notes that the plaintiff's financial affidavit erroneously states the plaintiff earns \$1,500 per week. The plaintiff pointed out in court that he meant \$1,500 biweekly.

property division and personal income. See *Wood v. Wood*, 165 Conn. 777, 784 345 A.2d 5 (1974) More recently, however, courts have begun to limit the duration of alimony awards in order to encourage the receiving spouse to become self-sufficient. See *Roach v. Roach*, 20 Conn.App. 500, 506, 568 A.2d 1037 (1990). See also *Dan v. Dan*, 315 Conn. 1 (2014).

The court finds that the defendant wife certainly has the capability to earn higher earnings in the future, once she is able to obtain full time hours. The court notes she worked full time, if not more, throughout the marriage. That said, she also incurred a majority of the household costs, including the mortgage and childcare.

After careful consideration of the evidence presented, and after applying the factors of Conn. Gen. Statute §46b-82, the court finds an award of alimony to the plaintiff husband is appropriate in the amount of \$1/year, modifiable up to three years post judgement. This alimony award is time limited to three (3) years, however, shall be modifiable pursuant to statute to account for the likely financial changes of the parties.

I. CHILD CUSTODY AND CHILD SUPPORT

The parties agree to joint legal custody of the two minor children, Jubhersein and Jubherleeyah. The parties further agree to shared physical custody. Neither parent shall pay child support to the other.

As part of a fair and equitable distribution, and in the best interest of the minor children, the court furthers finds and orders as follows:

FINDINGS

1. The plaintiff husband lived in the state of Connecticut for at least one year prior to filing this action.
2. The court has jurisdiction over the dissolution of the parties' marriage.
3. The marriage of the parties has broken down irretrievably.
4. The State of Connecticut has no interest in this action.
5. Two children were born issue of this marriage, namely: Jubhersein Duperval, born October 23, 2018 and Jubherleeyah Duperval, born January 1, 2020.

ORDERS

1. The marriage is dissolved on the basis of irretrievable breakdown.
2. The parties are declared single and unmarried.
3. ALIMONY: The defendant wife shall pay alimony to the plaintiff husband of \$1/per year beginning June 1, 2024 for a term of three (3) years. The amount is modifiable but the

term is nonmodifiable. The alimony shall also be subject to modification and/or termination due to cohabitation of the plaintiff husband, as defined pursuant to Conn. Gen. Statute §46b-86.

4. **MARITAL RESIDENCE:** The defendant shall refinance the marital home within six (6) months and within thirty (30) days of closing the defendant shall buyout the plaintiff by paying him \$64,550.80. The plaintiff shall quitclaim his interest to the property upon receipt of such equitable funds, or sooner if required by the lending institution. If the defendant is unable to refinance the marital home to remove the plaintiff from the mortgage and buy him out within 6 months, the home shall be put on the market to be sold by a mutually agreed upon realtor. The sale proceeds shall be split equally 60/40 between the parties. The plaintiff shall retain 40% and the defendant shall retain 60% of the net proceeds from the sale. The defendant shall be solely responsible for the closing costs associated with the refinance or sale of the home. The plaintiff husband shall have three (3) months from date of judgment to move out of the marital residence. During these three months, the plaintiff shall continue to pay the utilities and the defendant shall be responsible for the mortgage payments. Once the plaintiff moves out, he shall no longer be responsible for the utility payments.
5. **CUSTODY:** The parties shall have joint legal custody of their two minor children, Jubhersein and Jubherleeyah. The parties shall also share physical custody of the children. The defendant shall have the children every Monday and Tuesday overnight, and the plaintiff shall have the children every Wednesday and Thursday overnight. The parties shall alternate weekends from Friday at 5pm until Monday at 8am. The plaintiff father's weekend shall begin the second weekend after he moves out of the marital home.
6. **HOLIDAYS:** The parties shall work together on a holiday schedule and each party shall have two non-consecutive weeks of vacation with the children in the summer. The shall alternate the school holidays.
CHILD SUPPORT: The court orders current support in the amount of \$0 per week. The presumptive child support amount is \$137 per week from the defendant mother to the plaintiff father. See Docket Entry 125. Once the children begin to live alternating weeks between their parents, the court finds that to order \$137 to be inequitable and/or inappropriate and shall deviate to \$0 per week. The court deviates pursuant to Reg. Conn. State Agencies § 46b-215a-5c (b)(6)(A&D) – Shared physical custody and best interest. The parties shall share 50/50 any unreimbursed medical expenses as well as unreimbursed work-related childcare costs of the minor children. Absent court ordered modification, these child support orders shall be in effect until the children reach the age of eighteen (18), or if they are still in high school until: age of nineteen (19) or date they graduate high school, whichever comes first.
7. **HEALTH INSURANCE:** The parties shall be responsible for their own health insurance. The parties shall apply for and keep the children on HUSKY insurance until they can obtain health insurance via their employers at a reasonable cost (5% of net income for a

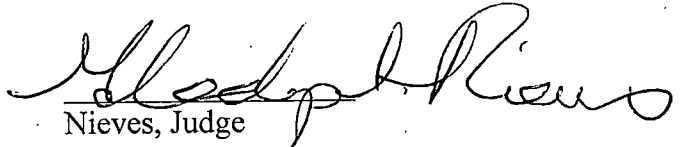
low-income parent of 7.5% of net income for a parent who is not low income, pursuant to CGS§46b-84.

8. TAX EXEMPTION: Absent an agreement between the parties, the plaintiff shall be allowed to claim the child Jubhersein for tax exemption purposes, and the defendant shall be allowed to claim the child Jubherleeyah. Once Jubhersein reaches the age of majority, the parties shall alternate claiming Jubherleeyah. The plaintiff shall be allowed to claim her in even years and the defendant shall claim her in odd years.
9. LIFE INSURANCE: Each party shall retain \$100,00 in life insurance, naming the children as beneficiaries until they reach the age of majority. This shall be done within 60 days.
10. DEBTS: The parties have separately held debts, Each party shall assume responsibility of their own debts (including debts on their financial affidavits) and shall indemnify and hold the other party harmless.
11. TUITION: As long as the parties agree to keep the children at the St. James school, they shall be equally (50/50) responsible for the tuition costs.
12. VEHICLES: The defendant shall keep the Mercedes Benz, free and clear of any claims by the other party and shall be responsible for all expenses as to this vehicle. The plaintiff shall keep the Nissan Altima, free and clear of any claims by the other party and shall be responsible for all expenses as to this vehicle.
13. POST-MAJORITY EDUCATIONAL SUPPORT: The court finds it is more likely that not that the parents would have provided post-majority educational support if the family were intact. The court reserves jurisdiction to enters orders pursuant to CGS§46b-56c.
14. The court shall retain jurisdiction over the marital home and life insurance.
15. Both parties shall complete the Parenting Education Program within 90 days and provide proof of completion to the court.²
16. Neither party shall permanently relocate with the children outside the State of Connecticut without the written consent of both parties or by order of the court.
17. Each party shall keep, free and clear of any claim by the other, all interest in his/her personal bank accounts. Any joint accounts shall be closed within 30 days of judgment and both parties shall split 50/50 the proceeds of any joint bank accounts.
18. The plaintiff shall be entitled to a bedroom set, the dining room set, and the TV in the living room, as well as his personal belonging including but not limited to his clothing. Any disputes with respect to personal property not addressed in this decision shall go to arbitration, with both parties splitting the cost of such.
19. Each party shall be liable for his or her own individual debt as set forth in his/her financial affidavits and shall indemnity and hold each other harmless from their respective liabilities.
20. The plaintiff shall exchange copies of the children's passport, social security card and/or birth certificates within 30 days. Neither party shall withhold the passport of the children,

² The parties can receive information regarding the Parenting Education Program from the court clerk's office.

if needed for international travel. Any international travel shall be disclosed to other party at least 30 days in advance and the non-traveling parent shall be entitled to information regarding the whereabouts of the children including location of stay, airline itinerary, as well as a means to contact one another in the event of an emergency.

21. The parties shall share custody of the two dogs. When the plaintiff is parenting the children, he shall take the dogs, and when the defendant is parenting the children she shall take the dogs.


Nieves, Judge