

MAY 15 2024

CHIEF CLERK'S OFFICE

DOCKET NO. NNI-FA23-5015589S : SUPERIOR COURT
MALGORZATA KOZA : J.D. OF NEW HAVEN
VS. : AT MERIDEN
MAREK KOZA : MAY 15, 2024

MEMORANDUM OF DECISION

Introduction.

The trial of this case took place on April 22, 2024. Both parties appeared, with competent counsel, and testified. The defendant's sister, Lucy Navarro, and a neighbor, Ellen Kaufmann, testified on behalf of the defendant. The court has carefully considered the trial testimony and exhibits and assessed the credibility of the parties, finding both parties to be credible, their accounts of the marital history and the circumstances leading to the marital breakdown and their respective earning capacities having been largely consistent.

The court takes judicial notice of all pleadings in the court's file. As financial issues are being contested, the court unseals all financial affidavits.

Discussion.

I. Findings.

The court has jurisdiction over this case, both parties having resided in Connecticut continuously for a period of at least twelve months prior to the institution of this action.

5/15/2024 JDNO sent to ROJD and all counsel of record. rdg ac
copy mailed to Plaintiff.

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The parties were married on October 7, 1995.

There are no children issue of the marriage.

The marriage has broken down irretrievably, the parties having long ago drifted apart.

A. Property.

The parties jointly own the property located at 19 Ione Drive, Meriden, Connecticut. According to the appraisal performed on behalf of the plaintiff by Michael F. Smith, CT Certified Real Estate Appraiser, and updated May 1, 2024, the fair market value of that property as of May 1, 2024 is \$320,000.00. Exhibit 24. According to the appraisal performed on behalf of the defendant by Curtis Grey, Certified Residential Appraiser and updated April 29, 2024, the fair market value of that property as of April 29, 2024 is \$300,000.00. Exhibit G. The court finds the fair market value of the property to be \$310,000.00. The property is encumbered by a mortgage, the balance of which is \$54,863.67. Plaintiff's Financial Affidavit dated April 18, 2024. Thus, the court finds the amount of equity in that property to be \$255,136.33.

The court finds that the plaintiff's financial contribution to the cost of upkeep and improvements to the property has over time been substantially greater than the defendant's but that the disparity resulted from a diminution in the defendant's income due to a work-related injury and

the plaintiff's corresponding need to work multiple jobs to make up for the defendant's diminished income. "Most of [the cost of improvements] I made because I make more money", she testified.

The plaintiff wishes to remain in the home. The defendant does not oppose that provided that she pay him an amount representing one-half of the equity in the property. The plaintiff has received conditional approval of a mortgage application that would enable her to do that. Plaintiff's Exhibit 15.

B. Retirement Accounts.

The court takes judicial notice of the plaintiff's financial statement dated April 19, 2024 (Entry No. 128.00). The defendant's financial statement dated April 19, 2024 has been admitted in evidence as Plaintiff's Exhibit 21.

The plaintiff has three 401k plans with a current total balance of \$207,01483. The defendant has a pension and an annuity – an IRA with Prudential and an annuity with Principal Life Insurance Company - each of which is in payment status. The IRA, which had an original balance of approximately \$23,000.00, has been paying him approximately \$1,700.00 per year and has been spent down to \$11,618.55. He receives approximately \$1,200.00 per year in annuity payments from Principal Life. There was no testimony about the term of the Principal Life payments.

C. Bank Accounts.

The plaintiff has two bank accounts with a total net value of \$16, 849.49. The defendant has three accounts with a total net value of \$16,238.91. However, one of the accounts is a Medicare set-aside account expressly established to cover the cost of future treatment of his work-related injury. The current balance in that account is \$8,252.99.

D. Debt/Expenses.

The plaintiff has a current credit card balance of \$200.00. The defendant has a current credit card balance of \$13,852.01, on which he makes weekly payments of \$87.69. According to the plaintiff, the household expenses are shared equally.

E. Alimony.

The defendant is seeking alimony. To that end, the court makes the following findings in accordance with Conn. Gen. Stat. §46b-82:

The plaintiff is currently 55 years old. The defendant is 69 years old. The plaintiff is gainfully employed as a nurse's aide, currently working two jobs. At times in the recent past, she has worked three jobs. The defendant is retired. The plaintiff's net weekly income is \$815.60. The defendant's sole source of income is Social Security (Retirement). His net weekly income is

\$539.10. The plaintiff works multiple jobs in order to make ends meet as the defendant has not worked since late 2009/early 2010.

The plaintiff suffers from depression, anxiety, back pain, headaches and arthritis for which she takes gabapentin, meloxicam, and Tylenol. She has an 18% permanent partial disability to her right shoulder as a result of a work-related injury for which she underwent surgical repair. After working multiple shifts, she has difficulty sleeping. She works full duty despite these conditions.

On January 29, 2009, the defendant, in the course of his employment with the Hospital for Special Care, suffered injuries to his right shoulder, right upper extremity and right wrist and hand consisting of a rotator cuff tear, bicep tendon rupture, and carpal tunnel syndrome. Plaintiff's Exhibit 14. He has since been restricted to performing light duty work. Curiously, he testified he has been unable to find work since then because of the injury to his "left hand": "Nobody wanted to hire me with one hand." Apart from applying for a security position at the hospital – "They told me that I would need to get training and I can't use both of my hands but they told me that [with one hand] I would be unable to hold anyone down" - he has not applied for sedentary work.

In addition to his work-related injury, the defendant has numerous co-morbidities, including tachycardia, fluid in the lungs, diabetes, and throat cancer. His list of medications is extensive. Defendant's Exhibit C. A nurse comes to his home twice a week to treat his leg wounds,

He sees a doctor weekly. He states that “nothing [works] anymore.” He offered no evidence that he will need assisted living services in the future.

The parties’ native language is Polish. The plaintiff is fluent in the English language. While the defendant testified through an interpreter and the English language testimony was translated for him into his native Polish, he offered no testimony that would enable the court to find that his English language aptitude has been an impediment to his ability to find work.

The defendant attended school in Poland, completing the twelfth grade. In school, he was trained in construction. He learned carpentry from his father. Of his work history, the evidence is that he was working in the cleaning industry at the time he met the plaintiff and was performing cleaning services at the time of his work-related injury in 2009.

II. Orders.

The marriage of the parties is hereby dissolved on grounds of irretrievable breakdown and the parties are declared single and unmarried. The court, having considered the trial testimony, the credibility of witnesses, full exhibits, arguments of counsel, relevant case law, the rules of court, and the criteria set forth in General Statutes §§ 46b-56, 46b-62, 46b-81, 46b-82, 46b-84, 46b-87, and 46b-215b, enters the following orders:

1. Within one hundred twenty (120) days of the date of this order, the plaintiff shall pay to the defendant the sum of \$127,568.17, representing one-half of the current equity in the marital property at 19 Ione Drive, Meriden, Connecticut. Unless otherwise barred by the terms of a mortgage, the defendant shall, at the time the payment is tendered to the plaintiff, convey his interest in the property to the plaintiff. The plaintiff shall indemnify and hold the defendant harmless of and from any and all liability arising from a mortgage on said property after he has conveyed his interest in the property to the plaintiff.

2. The parties shall divide equally the mortgage interest and property taxes for year 2024 on their respective Federal and State Tax Returns. Beginning in 2025, the parties shall each file their separate Federal and State Tax Returns

3. The plaintiff's 401k retirement accounts shall be divided equally via QDRO adjusting for gains and losses and valued as of the date of dissolution. The parties shall utilize a QDRO specialist in the preparation of the QDRO and shall share equally its cost.

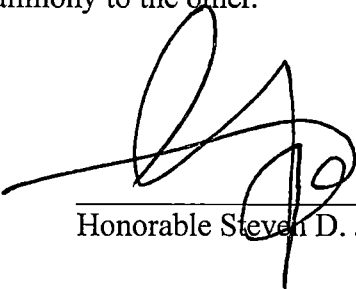
4. The parties shall divide their personal property to their mutual satisfaction. If the parties cannot agree upon the division of their personal property, they shall enter into binding arbitration with the cost to be shared equally.

5. The parties shall each maintain their individual bank accounts free and clear from any claims made by the other.

6. The parties shall each retain their individual motor vehicles as listed on their financial affidavits. They shall each be solely responsible for all expenses and liabilities related to said vehicles and shall indemnify and hold each other harmless of and from any and all such liability.

7. The parties shall each be responsible for the debts listed on their respective financial affidavits.

8. Neither party shall pay alimony to the other.

A handwritten signature in black ink, appearing to read 'S. D. Jacobs', is written over a horizontal line. The signature is stylized and cursive.

Honorable Steven D. Jacobs