

Judicial District of New Haven
SUPERIOR COURT
FILED

MAY 29 2024

CHIEF CLERK'S OFFICE
NNH FA-23-5058034 : SUPERIOR COURT
: ASKEW, TERRI : JUDICIAL DISTRICT OF
: NEW HAVEN
V. : AT NEW HAVEN
ASKEW, RAYMOND E. : MAY 29, 2024

DISSOLUTION OF MARRIAGE FINDINGS AND ORDERS

The court conducted a trial on this matter. The plaintiff and her counsel appeared. The defendant did not appear. Based on the testimony of the plaintiff, which the court found credible, and the evidence presented, the court finds and orders as follows:

1. The defendant was properly served with this action, and properly served with a subpoena for trial. He was also served with the plaintiff's proposed orders in advance of trial.
2. The defendant is not in the active military service.
3. The plaintiff has lived in the Connecticut for one year prior to filing this action; the court has jurisdiction over the matter.
4. The State of Connecticut has no interest in this action.
5. The children of the parties are over the age of 26.
6. The marriage of the parties has broken down with no possibility of reconciliation.
7. The defendant's abuse of alcohol and extra-marital affairs make him primarily at fault for the breakdown of the marriage.
8. The annual net income of the plaintiff is approximately \$55,000.
9. The annual net income of the defendant is approximately \$80,000.

ORDERS

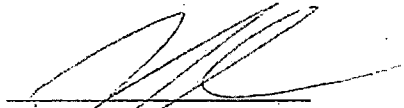
1. The marriage of the parties is dissolved.
2. The defendant will pay the wife \$240 per week in periodic alimony for a period of 15 (fifteen) years. The amount of alimony is modifiable. The term of alimony is not modifiable. Alimony will terminate upon the death of either party, the remarriage of the plaintiff or the cohabitation of the plaintiff such that her financial needs are substantially changed, pursuant to CGS § 46b-86.

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- a. The alimony term will begin on the first Friday after the plaintiff moves out of the marital residence/home at 44 Notkins Street, Hamden.
- b. Alimony is payable by immediate wage withholding, however, the defendant is responsible for payment directly to the plaintiff by the payment method of her choosing until a wage withholding is in place.
3. The plaintiff will not pay alimony to the defendant.
4. Regarding the real property at 44 Notkins Street, Hamden:
 - a. The parties will continue to reside together in this home until the plaintiff elects to leave. While living together the parties will share equally all expenses for the home consistent with their past practice.
 - b. The plaintiff will give the defendant 60 days' notice of her intention to leave the home.
 - c. The defendant will have 6 months from the date of the plaintiff's notice to leave the home to pay her one half the net equity in the property.
 - i. The net equity is one half the value of the property less the balance of the mortgage in place at the time of this order. The net equity is exclusive of any loans or liens occurring after the time of this order.
 - d. The plaintiff will cooperate as needed in the defendant's efforts to refinance the mortgage.
 - e. If the defendant elects to sell the property, or fails to pay the plaintiff her share of the equity within the time frame described above, the property will be immediately listed for sale. The parties will cooperate in choosing a realtor and will take the advice of the realtor in setting a reasonable sale price, in the acceptance of any offers and the adjustment of the sale price, if necessary.
 - f. Upon the sale of the property the parties will share equally the net proceeds. The net proceeds will exclude any loans or liens incurred after the date of dissolution.
 - g. The court will retain jurisdiction over the transfer or sale of the property.
5. The plaintiff is assigned, by qualified domestic relations order (QDRO) or other necessary means, 25% of the Defendant's Railroad Retirement benefits, earned through the date of dissolution, including a proportional share of cost-of-living adjustments (COLAs).
6. The plaintiff is assigned 25% of the defendant's 401K, earned through the date of dissolution.
7. The parties will retain Attorney Elizabeth McMahan for purposes of dividing retirement benefits and 401ks. The parties will share equally the cost of these services. The court will retain jurisdiction over the division of retirement benefits.

8. The defendant will maintain life insurance coverage in the amount of \$200,000, naming the plaintiff as beneficiary, for so long as he has an alimony obligation to her. He will provide proof of the life insurance policy to the wife annually.
9. The defendant will retain the Porsche Cayenne and the Ford F150. The plaintiff will retain the Mini Cooper. Each party is responsible for all costs associated with their vehicles and will hold the other harmless thereon.
10. The parties will make every effort to divide their personal property. If they are unable to do so they will mediate the issue with a mutually agreed upon person prior to bringing the issue back to court.
11. Each party will keep the proceeds of accounts held in their sole name. Any joint accounts will be shared equally and closed.
12. Each party will be responsible for the debts in their sole name and hold the other harmless thereon.
13. The defendant will contribute \$1000 to the legal fees for this action by paying the plaintiff \$1000 no later than June 10, 2024.
14. As financial issues are in dispute, the financial affidavits of the parties are ordered unsealed.
15. The plaintiff's prior name of Terri L Claxton is restored to her.
16. The marriage of the parties is dissolved.

By The Court,



(Grossman, J.)

Judgment entered 5/29/24 20
 Counsel/Self-rep. Ind. notified 5/29 20 24
 By JDND copy of memo Other
 Copy to Reporter of Judicial Decisions

mailed to:
 ITSRPT. Askew
 IT Atty J. Ahern
 Δ non-appearing
 by W&A Assoc