

AAN-FA21-6044476 : SUPERIOR COURT
NANCY GIOIELLI : J.D. OF ANSONIA-MILFORD
VS. : AT MILFORD
DAVID STACHURSKI : MAY 29, 2024

MEMORANDUM OF DECISION

This dissolution of marriage action was returnable on September 21, 2021. Both parties were represented by counsel. Trial was held on February 20, March 11, March 28, and April 10, 2024. Both parties testified and 116 exhibits were submitted into evidence. The Court took judicial notice of the parties' respective proposed orders (#160 and #161) and the parties' financial affidavits (#142 and #171) were unsealed for the Court's review.

The Court has carefully considered the testimony, assessed the credibility of the parties, reviewed each exhibit submitted into evidence, and taken into consideration the parties' closing argument. The Court has also considered applicable statutory provisions, including C.G.S. §§46b-81, and 46b-82 and relevant case law, including, *Krafick v. Krafick*, 234 Conn. 783 (1995), and *Ridgeway v. Ridgeway*, 180 Conn. 533, 544 (1980) to make its orders and findings.

BASIC JURISDICTIONAL FACTS

The parties were married on May 12, 2018 in Milford, Connecticut. Both parties have resided in Connecticut for the twelve months preceding the filing of the action. No children were born after the date of marriage and the Plaintiff is not pregnant. Neither party has received financial assistance from a municipality or the State of Connecticut. The allegations of the complaint are found to be proven and true. The marriage of the parties has broken down irretrievably.

KEY FINDINGS

1. The Plaintiff wife, age 63, is a realtor. She earned both an associate's degree and a bachelor's degree in marketing from the Fashion Institute of Technology in New York. In 1983 after graduation from college, she worked in the men's clothing industry and was a relocation specialist for AIG Insurance Company. She became a licensed realtor in Connecticut in 2001 or 2002 amid divorce proceedings from her first husband. The Plaintiff was diagnosed with breast cancer in October 2010. Her illness, surgeries, and treatment through 2012 – in addition to caring for her ill and elderly parents¹ - severely limited her ability to work full-time as a realtor. The Plaintiff has been cancer-free working sporadically since 2012 and appears to be in fair health.

2. The Defendant husband, age 55, has a bachelor's degree in mathematics from Loyola University, a master's degree in economics from George Mason University, and an MBA from Wake Forest University. He has been the Director of Loss Forecasting for six and a half years at Barclay's Bank in New York. See Defendant's Exhibit DO. This is also a second marriage for the Defendant from which he has adult children. He appears to be in good health.

3. The parties met in 2011 when the Defendant was getting divorced and looking for a short-term apartment or condominium rental. The Plaintiff responded to his realtor.com inquiry and was his real estate agent, assisting him with two rental properties and the sale of his formal marital home². They began a personal relationship in July 2012, moved in together the summer of 2013 to the Plaintiff's Milford residence,³ and (finally) separated in May 2021. The parties have not resided together since May 10, 2021 when the Plaintiff left the home the parties rented in Delray Beach, Florida and returned to their home in Connecticut.

¹The Plaintiff's mother died in December 2011; her father in October 2012.

²215 Courtland Avenue, Stamford, Connecticut 06850. See Plaintiff's Exhibit 34.

³45 7th Avenue in the Laurel Beach section of Milford, Connecticut.

4. The Defendant earned more than the Plaintiff during the marriage and has a greater, future earning capacity. During the marriage, the Defendant contributed more to the parties'/household expenses than did the Plaintiff. He was content with the Defendant's nominal financial contribution to the household with her limited employment earnings. The Court credits the Defendant's testimony that he paid approximately \$4,000/month for the parties' expenses. See Plaintiff's Exhibits 21-29.

5. Both parties have significant pension and retirement accounts. On the date of marriage, the Defendant's Barclays 401(k) plan (194275-01) had a value of \$32,689.46. As of December 31, 2023, said plan had increased to \$340,925.26.

6. The Plaintiff is currently eligible to receive \$1,086/month in Social Security retirement benefits.⁴ See Plaintiff's Exhibit 58 and Defendant's Exhibit P.

7. The parties fought about the Defendant's infidelity and his lying about his infidelity, even before they married. The arguments sometimes devolved into physical altercations with lots of screaming and the Plaintiff (who is considerably smaller in stature and weight than the Defendant) sometimes sustained injuries. See, for example, Plaintiff's Exhibit 12, 17, and 18; see also Plaintiff's Exhibits 7-10. The altercations also created periods of separation between the parties⁵, either due to the issuance of a criminal protective order, or by the parties' decision to physically separate.

8. In June 2018, the Plaintiff called the police because of an argument with the Defendant during which he took a handful of Trazadone pills and left the house. See Plaintiff's Exhibit 11.

9. Both parties were arrested in November 2018 for disorderly conduct (C.G.S. §53a-182). During that incident, the Defendant slammed the Plaintiff against a vanity requiring her to have her ribs wrapped at Milford Hospital; the Plaintiff hit the Defendant with a hairbrush. See Plaintiff's Exhibit 6. In an April 2019 altercation, the Plaintiff sustained injuries and

⁴The Plaintiff is eligible to receive \$1,127/month beginning September 2024.

⁵The parties were separated, for example, between July and December 2019 after one of the Defendant's arrests.

briefly lost consciousness. See Plaintiff's Exhibit 9. In late June/early July 2019, the Defendant was arrested for a physical altercation with the Plaintiff; a criminal protective order was issued.

10. The parties moved to a rental in Delray Beach, Florida in July/August 2020 and collected rental income for the Milford, Connecticut home. The arguments and physical altercations continued in Florida. The Plaintiff secured a restraining order against the Defendant in May 2021. See Plaintiff's Exhibit 9.

11. The Defendant minimizes the violence between the parties and blames the Plaintiff for the physical altercations that resulted in her injuries. See Plaintiff's Exhibit 38.

12. Both parties benefitted from the short sale of the Laurel Beach, Milford property, the Plaintiff more so than the Defendant. The Plaintiff was able to get the home out of foreclosure, have \$550,000 in debt forgiven, pay off credit card debt, and receive cash as a result of the Defendant purchasing the home for \$345,000. See Defendant's Exhibits I, K, and M.

13. In the last three years, the Defendant has continued to pay real estate taxes on the marital home in Milford, make the home equity line of credit (HELOC) interest payments, maintain medical coverage for the Plaintiff, and maintain a Health Savings Account (HSA) to which the Plaintiff has access.

14. Based on the credible evidence before the Court and in consideration of the factors enumerated in C.G.S. 46b-82, an award of alimony to the Plaintiff is warranted.

TRIAL ORDERS

1. **Dissolution** The marriage of the parties is dissolved effective May 29, 2024 on the ground of irretrievable breakdown. Each party is declared to be single and unmarried.

2. **Alimony** The Defendant shall pay alimony in the amount of \$4,000/month, beginning June 2024, until June 2028. Said award is modifiable as to term only.

3. **Medical Insurance** Each party shall be solely responsible for his/her own medical and dental insurance.

4. **Attorney's Fees** Neither party is awarded attorney's fees.

5. **Property**

a. **Real Estate** – i. The former marital home, located at 45 7th Avenue, Milford, Connecticut 06460 is awarded to the Plaintiff. The Defendant shall quitclaim his ½ interest in said property by June 28, 2024. The Plaintiff shall have exclusive use and possession of the property and shall be solely responsible for 100% of the costs associated with ownership of the property, including but not limited to, taxes, utilities, homeowner's insurance, HELOC payments, maintenance, and repairs.

ii. The Plaintiff shall refinance and remove the Defendant's name from the deed and mortgage no later than June 1, 2025. In the event the Plaintiff is unable to refinance and remove the Plaintiff's name from the deed and mortgage by June 1, 2025, the home shall be listed for sale by June 22, 2025. The Defendant shall cooperate with the Plaintiff (or the realtor she selects, if any) in effectuating the sale. The Plaintiff shall pay the Defendant \$150,000 within 30 days of the closing date (of either the refinance or sale).

iii. The Defendant is awarded the 8908 Killkenny Circle, Baltimore, Maryland 21236 property free and clear of any claim or interest by the Plaintiff. The Defendant shall be solely responsible for 100% of the costs associated with ownership of that property.

iv. The Court retains jurisdiction over the property located at 45 7th Avenue, Milford, Connecticut for the purpose of effectuating the orders herein (order #6, inclusive).

b. **Personal Property** – i. The Plaintiff is awarded the 2017 BMW X5 xDrive35d free and clear of any claim or interest by the Defendant. The Plaintiff shall cooperate with the Defendant to transfer title to and ownership of the vehicle. After transfer of title, the Plaintiff shall be solely (100%) responsible for all costs of ownership of the vehicle, including but not limited to loan payments, insurance, taxes, repairs, and maintenance.

ii. The parties are awarded the personal property in their possession as of May 29, 2024. In the event there are items of personal property in dispute, the parties shall mutually agree on an arbitrator and split the cost of binding arbitration equally (50/50).

c. **Bank accounts** - i. The parties shall retain the funds in the bank accounts listed on their respective financial affidavits (#142/Plaintiff's Exhibit 1 and #171/Plaintiff's Exhibit 2). The parties shall cooperate to close the joint Webster Bank accounts (x6186 and x6573) and any other jointly held accounts by June 17, 2024. Any funds in joint accounts shall be split equally (50/50).

d. **Debts/Liabilities** – i. The Plaintiff shall be solely (100%) responsible for the debts and liabilities listed on her financial affidavit (#142/Plaintiff’s Exhibit 1), including the past due car taxes owed to the Town of Milford, Connecticut (\$731.54) and shall hold the Defendant harmless therefrom.

ii. The Defendant shall be solely (100%) responsible for the Citibank Costco card (\$10,096) and the 2019 IRS tax debt (\$15,523) listed on his financial affidavit (#171/Plaintiff’s Exhibit 2) and shall hold the Plaintiff harmless therefrom.

e. **Pension/Retirement Accounts** – The Defendant shall transfer 60% of the value accrued in his Barclays 401(k) Plan (194275-01) from May 12, 2018 to May 29, 2024 by way of Qualified Domestic Relations Order (QDRO) from his 401k retirement account (x9132). The Plaintiff shall be solely (100%) responsible for the cost and fees associated with the QDRO. Said transfer shall be completed not later than March 29, 2024. The Plaintiff is awarded 100% of IRA account (x2785) listed on his financial affidavit free and clear of any claim or interest by the Defendant.

6. **Life Insurance** The Defendant shall maintain or secure a life insurance policy with a cash/payout value of \$200,000 listing the Plaintiff as beneficiary for so long as he has an alimony obligation to the Plaintiff. See order #2, above.

7. **Motions** All *pendente lite* motions (#101, #102, #103, #117, #127, and #139 – Plaintiff’s; and Defendant’s #109) are resolved by the orders herein.

8. The parties’ financial affidavits (#142 and #171) are ordered resealed pursuant to P.B. §25-59A(d).

SO ORDERED,


Tindill, J.