

also seeks a \$500,000 trial retainer and an order that the defendant pay the plaintiff's counsel and expert fees going forward in parity with her payment of her own counsel and expert fees. The defendant objects to the defendant's motions and asks that they be denied.

General Statutes §46b-62 which provides in pertinent part that "the court may order either spouse ... to pay the reasonable attorney's fees of the other in accordance with their respective financial abilities and the criteria set forth in section 46b-82." General Statutes §46b-62. Our Supreme Court has articulated "three broad principles by which these statutory criteria are to be applied. First, such awards should not be made merely because the obligor has demonstrated an ability to pay. Second, where both parties are financially able to pay their own fees and expenses, they should be permitted to do so. Third, where, because of other orders, the potential obligee has ample liquid funds, an allowance of [attorney's] fees is not justified." *Turgeon v. Turgeon*, 190 Conn. 269, 280, 460 A.2d 1260 (1983).

Although General Statutes §46b-62 does not expressly provide for an award of expert witness fees, the courts have interpreted §46b-62 as permitting the award of expert fees incurred in a dissolution action, upon consideration of the parties' respective financial abilities and the criteria set forth in General Statutes §46b-82. See *Eslami v. Eslami*, 218 Conn. 801, 819, 591 A.2d 411 (1991); *Medvey v. Medvey*, 98 Conn. App. 278, 287; 908 A.2d 1119 (2006). The attorney's fees awarded below shall include expert fees for the plaintiff.

"Courts ordinarily award counsel fees in divorce cases so that a party . . . may not be deprived of [his or] her rights because of a lack of funds." (Citations omitted.) *Ridolfi v. Ridolfi*, 178 Conn. 377, 380, 423 A.2d 85 (1979). "A determination of what constitutes ample liquid funds ... requires ... an examination of the total assets of the parties at the time the award is

made....” (Internal quotation marks omitted.) *Hornung v. Hornung*, 323 Conn. 144, 170, 146 A.3d 912 (2016).

II

The parties’ financial affidavits² (#220.00; #221.00) and the exhibits admitted into evidence reflect a substantial disparity in the parties’ respective financial resources. The plaintiff reports debt of almost \$9,000,000 on his financial affidavit, more than \$5,700,000 of which is owed to his partner Gary Segal (Mr. Segal), and personal property with a net value of approximately \$90,000. The defendant’s financial affidavit reflects assets with a value of approximately \$4,400,000, not including her three wholly-owned limited liability companies – Greenwich Psychology Group, LLC, Greenwich Family Therapy, LLC, and Greenwich Child Psychology, LLC, which have a value to be determined.

The plaintiff is a principal of Dynamic Star, LLC. He reports no income on his financial affidavit. The plaintiff testified on direct examination that he had not filed a federal or state income tax return since 2012 or 2013. He explained that he had not filed tax returns since that time because he had no income. He later testified on cross examination that he thought that he had not filed tax returns since 2010.

The plaintiff notes on his financial affidavit that he received approximately \$40,000 in monthly loan distributions in 2023 from Mr. Segal. He testified that he continued to borrow from Mr. Segal “on faith” – because their projects were taking longer than expected – but Mr. Segal

² A reference to the parties’ financial affidavits shall mean the plaintiff’s January 24, 2024 financial affidavit (#220.00 and Exhibit D) and the defendant’s January 31, 2024 financial affidavit (#221.00) unless otherwise stated.

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was having financial difficulties. According to the plaintiff, their properties were “under water,” and they could not refinance the debt due to the market.

The plaintiff testified that he borrowed from Mr. Segal to pay his counsel’s retainer. He also borrowed \$152,000 from one of the principals in the law firm that handled their transactional work to pay his legal fees in this action.³ The plaintiff said that he did not have the ability to pay his expert. He obtained loans from Mr. Segal to pay the fees of Dr. Linda Smith and Dr. Arnold Shienvold, the court-appointed custody evaluator, in this case. He did not have the funds to pay Dr. Shienvold to prepare an updated report.

The defendant is a psychologist. She is the sole owner of Greenwich Psychology Group, LLC, Greenwich Family Therapy, LLC, and Greenwich Child Psychology, LLC. According to her financial affidavit, her gross monthly salary is \$23,333 and her monthly S-Corp income is \$34,654. Her net monthly income is \$32,189. She has assets with a total value of \$4,389,032 and liabilities of \$3,016.

The defendant’s financial affidavit reflects a TD Bank checking account with a balance of \$113,715, as of December 17, 2023. The defendant reports brokerage accounts with a total value of \$109,934, as of December 31, 2023, on her financial affidavit. She testified that she had not withdrawn any funds from her brokerage accounts since that date. The defendant’s retirement accounts have a total value of \$802,775, according to her financial affidavit.

The defendant testified that she had \$113,250 in cash in a safe deposit box.⁴ She said that the cash came from her business. She also keeps a few thousand dollars in cash at home.⁵

³ Mr. Segal guaranteed this loan.

⁴ The cash in the defendant’s safe deposit box was counted in the presence of the defendant and the parties’ respective counsel on July 25, 2023.

⁵ The defendant testified that having cash available was part of her upbringing. Her father was a Holocaust survivor who had lost everything. He kept cash at home and with him at all times.

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The defendant's financial affidavit reflects the bank accounts of Greenwich Psychology Group, LLC, Greenwich Family Therapy, LLC, and Greenwich Child Psychology, LLC. These accounts had a total balance of \$1,911,088 as of December 31, 2023. The defendant testified that she had accessed her business bank accounts to pay personal expenses. She said that she had the ability to pay her counsel a trial retainer by borrowing from her businesses.⁶

III

Upon consideration of the parties' respective financial abilities and the criteria set forth in General Statutes §46b-82, the court finds that an award of attorney's fees and expert fees to the plaintiff, including a retainer for trial, is appropriate pursuant to General Statutes §46b-62. It is an understatement to say that there is a significant disparity in the parties' financial resources. The defendant has ample liquid funds to pay her own attorney's fees and expert fees and those of the plaintiff's professionals in this dissolution action.

As set forth in the affidavit of fees of Michael T. Meehan, Esq., of Meehanlaw, LLC (#223.00), the plaintiff incurred legal fees and expenses totaling \$566,178 through February 1, 2024. The plaintiff had paid \$360,000 to Meehanlaw, LLC and owed \$206,178 of these fees and expenses as of that date.⁷

On February 1, 2024, the court entered an interim order directing the defendant to pay \$100,000 toward the plaintiff's attorney's fees and expert fees, without prejudice to the defendant's right to argue that the payment was an advance against equitable distribution. The

⁶ The defendant acknowledged that her companies' previous loans to her were not reflected on their profit and loss statements.

⁷ The plaintiff incurred an additional \$278,197 in legal and professional fees since the commencement of this dissolution action, approximately \$50,000 of which remains unpaid. See Plaintiff's Exhibit 53.

balance remaining due to Meehanlaw, LLC after this payment would be \$106,178 through February 1, 2024.⁸

Accordingly, the plaintiff's motion for counsel fees, pendente lite (#205.00) and his amended motion for counsel fees and expert fees, pendente lite (#214.00) are hereby GRANTED. It is further ORDERED as follows:

1. The defendant shall pay \$106,000 toward the outstanding fees of the plaintiff's counsel no later than May 17, 2024. Payment shall be made by certified check, payable to Meehanlaw, LLC, or by wire transfer into an account designated by Meehanlaw, LLC. The cost of the wire transfer shall be shared equally by the parties.

2. From and after the date of this memorandum of decision, the defendant shall pay the plaintiff's attorney's fees and expert fees in parity with the fees that she pays to her own counsel and expert. The parties' counsel shall timely exchange redacted copies of their invoices each month to effectuate this order.

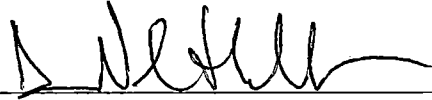
3. The defendant shall pay a trial retainer of \$500,000 to the plaintiff's counsel no later than June 14, 2024. Payment shall be made by certified check, payable to Meehanlaw, LLC, or by wire transfer into an account designated by Meehanlaw, LLC. The cost of the wire transfer shall be shared equally by the parties.

4. These orders do not preclude the plaintiff from moving for additional pendente lite attorney's fees for the period February 1, 2024 to the date of this memorandum of decision.

⁸ Counsel advised the court on April 18, 2024 that the fees owed to his firm had increased by approximately \$70,000 since February 1, 2024.

5. These orders are without prejudice to either party as to the final financial orders to be entered in the dissolution judgment, including the defendant's right to argue that these payments are an advance against equitable distribution.

BY THE COURT:



HELLER, J.

DECISION ENTERED IN
ACCORDANCE WITH THE
FEBRUARY 26, 2024,
JUDGMENT 4/26/24
R. J. Heller