

MAY 07 2024

DOCKET NO.: NNI-FA236028581

CHIEF CLERK'S OFFICE  
SUPERIOR COURT

CHARLOTTE SLAYTON

J.D. OF NEW HAVEN

VS.

AT MERIDEN

ERIC SLAYTON

DATE: MAY 7, 2024

MEMORANDUM OF DECISION

PROCEDURAL HISTORY

The court held a trial for two half days, January 8, 2024, March 4, 2024, and briefly on April 30, 2024. The plaintiff and defendant were both represented by Counsel. The court heard testimony from both parties and the sister of the plaintiff, Smantha Allen.

The outstanding motions are defendant's motion in limine, docket (#126); defendant's objection to plaintiff's exhibit, #9, docket (#132); and defendant's motion for order of compliance, docket (#136).

The parties, for the first two days of trial, testified on issues related to financial disputes, however on the last day of trial, pursuant to updated proposed orders, plaintiff's docket (#141) and defendant's, docket, (#145), they agreed to most financial issues, with the exception of the Real Property.

The court has considered the statutory criteria for all matters in dispute and has afforded appropriate weight and credibility to the testimony of the parties, witnesses, and to the documentary evidence.

The court has listened carefully to the witnesses, viewing, and assessing their demeanor and credibility and found some but not all of the testimony to be credible.

5/6/2024 - Electronic copy sent to ROJD  
JDuo sent to all counsel of record  
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Financial issues are being contested, the court unseals all financial affidavits and takes judicial notice of all pleadings in the court's file.

Based on all the credible evidence, the court finds the following facts by a preponderance of the evidence, unless a different burden of proof is stated.

#### FACTUAL FINDINGS

The court has jurisdiction over the matter. Both parties have resided continuously in the State of Connecticut for at least twelve months prior to the commencement of this action. Neither party has received financial assistance from the State of Connecticut. There are no children who are issue of the marriage, and the plaintiff is not pregnant. Neither party disclosed any medical issues, therefore the court finds that they are both in good health.

The parties through their proposed orders have agreed to the following:

*Alimony:* Neither party is seeking alimony.

*Medical Insurance:* They both shall be responsible for their own health insurance.

*Retirement Plans:* Neither party is making a claim on the other's retirement plans.

*Life Insurance:* Neither party is seeking life insurance post dissolution and shall have the right to name new beneficiaries.

*Checking and Savings Account:* Each party will retain their own individual accounts, close out joint accounts and split the proceeds equally.

*Debts:* Both parties shall be responsible for the debts listed on their financial affidavits.

*Personal property:* The plaintiff/wife shall retain her jewelry and the defendant/husband shall keep his collectibles. Any other personal items that the parties cannot agree on shall be

submitted to binding arbitration for resolution. The parties shall be equally responsible for the cost of arbitration.

*Motor Vehicles:* Both parties shall retain the motor vehicles listed on their financial affidavits, the plaintiff does not have a vehicle listed, the defendant has a 2020 Subaru Impreza, valued at \$16,209. The defendant shall be responsible for all expenses as to his vehicle, including but not limited to, car payments, maintenance, registration, insurance, and taxes.

The only outstanding issue of dispute before the court is the Real Property, located at 8 Circle Drive , Wallingford, CT. 06492. Pursuant to the plaintiff's financial affidavit, docket (#146) the value of the home is \$408,000, with a mortgage of \$197,131 and equity of \$210,869. Pursuant to the defendant's financial affidavit, docket, (#144), fair market value of the home is \$400,000, with a mortgage of \$195,880 and equity of \$204, 120.

Parties marital and financial history:

The parties met in 2016 and got married approximately two years later. The marriage appeared doomed very early in. They were married on October 6, 2018, and the plaintiff testified that the marriage started falling apart after a disagreement with the defendant's sister in July 2019.

The defendant countered with testifying that the breakdown of the marriage was due to the plaintiff making him feel like he had to choose between her and his family, he was limited to one room where he could put his personal items, she exclusively made decisions

on home improvements negating any suggestions that he made, and she criticized most things he did, to include the cutting of the lawn.

The marriage grew increasingly strained, they would go for long periods of time not speaking to each other, intimacy was very limited, the defendant would sometimes stay out of the home overnight and the plaintiff would continue to engage in her daily life activities without the defendant participating.

The plaintiff independently owned a condominium prior to the marriage; however she sold it approximately seven months later, in May 2019, subsequent to the marriage. At the time of the sale of the condominium, she received net proceeds in the amount of \$36,000, plaintiff's exhibit, #2. The parties put down a total of \$51,000, plaintiff's exhibit #1, on the marital home, \$36,000, of which was from the proceeds of the sale of the condo and the remaining \$15,000 from joint assets.

During the marriage, they agreed to split the household bills by the defendant giving the plaintiff, \$200 per week/\$800 per month, increased \$300 per week, \$1,200 per month, at some point. The plaintiff testified that the defendant used his money for collectibles, did not contribute what she considered his proportionate share of expenses and made several frivolous purchases.

The plaintiff provided the court with exhibits of expenses and payments for home maintenance and repairs, plaintiff's exhibit, #9. The list of expenses includes new flooring, carbon monoxide detectors, new faucets, sump pump and a water heater. Again, the court

finds these expenses to be within the normal course of a marriage, initiated by the plaintiff in good faith, however negligible as it relates to distribution of assets.

## APPLICABLE LAW, ADDITIONAL FINDING OF FACTS AND ANALYSIS

### Property Division

At the time a court enters a judgment of dissolution, it “may assign to either spouse all or any part of the estate of the other spouse.” General Statutes § 46b-81 (a). “The purpose of a property division pursuant to a dissolution proceeding is to unscramble existing marital property in order to give each spouse his or her equitable share at the time of dissolution.” *Smith v. Smith*, 249 Conn. 265, 275, 752 A.2d 1023 (1999). “In fixing the nature and value of the property, if any, to be assigned, the court . . . 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, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income. The court shall also consider the contribution of each of the parties in the acquisition, preservation, or appreciation in value of their respective estates.” General Statutes § 46b-81 (c). Provided the court considers all relevant statutory criteria, it may exercise broad discretion in dividing property. See *Coleman v. Coleman*, 151 Conn. App. 613, 617, 95 A.3d 569 (2014). The court may place varying degrees of importance on each criterion according to the factual

circumstances of each case. See *Keller v. Keller*, 167 Conn. App. 138, 155, 142 A.3d 1197, cert. denied, 323 Conn. 922, 150 A.3d 1151 (2016).

The court has given consideration to the parties' real estate acquisitions, pre-marital and marital, the contribution of each party, preservation of the home, along with all other relevant statutory considerations.

#### CONCLUSION:

The court finds that the parties both had a different perspective on the concept of marriage and what a marital partnership required. They did not practice effective communications skills, had their own interpretation of what their marriage should be, and those beliefs were never reconciled.

On the issue of their financial disagreements, the court takes judicial notice that there is a disparity in income, however they both agreed on the amount that the defendant would contribute to the household, \$200 or \$300 per week. The plaintiff gross weekly income is, \$1,170, net \$887. The defendant gross weekly income is \$951, net \$685. There is a dispute about whether the defendant consistently met that obligation, however the court finds that quantifying that overall impact within the context of a marriage to the bottom line is negligible. The court finds it credible that the plaintiff took the initiative in making decisions and executing household repair and maintenance, however the court also finds it credible that expectations about the defendant's contributions to that process were hindered by their ineffective communications.

The court enters the following orders and finds those orders fair and equitable under the circumstances.

**ORDERS:**

**DISSOLUTION OF THE MARRIAGE:** The marriage of the parties is dissolved on the grounds of an irretrievable breakdown. The parties are declared single and unmarried.

**ALIMONY** – Neither party shall receive or pay alimony.

**BANK ACCOUNTS:** Each party shall retain the accounts in their names, close any joint accounts and split the proceeds equally.

**LIABILITES :** Each party shall be responsible for the liabilities listed on their financial affidavits, docket, plaintiff (#146 ) and defendant's docket ( #144 ).

**CREDIT CARDS:** Each party shall be responsible for their credit card debts listed on the most recent financial affidavits.

**STOCKS, BONDS, RETIREMENT ACCOUNT :** Each party shall retain the accounts listed on their financial affidavits.

**INSURANCE:** Both parties shall retain their own health insurance and are not required to retain life insurance for the other.

**LEGAL FEES:** Each party shall be responsible for their own legal fees.

**TAXES:** The parties shall each file their own separate tax returns for the year 2024 and each party shall be solely responsible for any liabilities and or debts they may have resulted from their income reported to the IRS for tax purposes.

**REAL PROPERTY:** The parties have agreed to put the property located at 8 Circle Drive, Wallingford, CT, 06492 on the market.

The marital residence shall immediately be listed for sale with an agreed upon realtor familiar with the local Wallingford market. The parties shall cooperate with the listing agent's recommendations for repairs, showings, listing price, sale price, and consideration of any offer(s) received, of which shall include the acceptance of any offer within three percent of the listing price, upon satisfaction of any concerns brought to attention by the listing agent. Both parties shall include one another in the process of selling the home, including all routine activity to prepare the home for market, and neither party shall be restricted from accessing the home during the sale for any reason.

Upon the sale of the property, the proceeds shall be split in the following manner: The parties shall split the net proceeds, after payment of all mortgages, encumbrances, taxes, fees, usual and customary closing costs resulting from the sale, with the plaintiff receiving the first \$36,000 and then the remainder split 50/50 with the plaintiff entitled to 50% of the net proceeds and the defendant entitled to 50% of the net proceeds. The Court shall retain jurisdiction over the marital residence for any issues or disputes that may arise.

**OUTSTANDING MOTIONS:**

Defendant's motion in limine, docket (#126); RESOLVED

Defendant's objection to plaintiff's exhibit, #9, docket (#132); RESOLVED

Defendant's motion for order of compliance, docket (#136). MOOT

**SO ORDERED:**

*Maureen Price-Boreland*

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**HONORABLE MAUREEN PRICE-BORELAND**