

Judicial District of New Haven  
SUPERIOR COURT  
FILED

NNH FA 23-5057084 S

MAY 28 2024

: SUPERIOR COURT

BAO CHAU NGUYEN

**CHIEF CLERK'S OFFICE**

: JUDICIAL DISTRICT OF  
: NEW HAVEN

v.

: AT NEW HAVEN

CUON TRAN

: MAY 28, 2024

**MEMORANDUM OF DECISION**

Background

On June 6, 2023, the plaintiff Bao Chau Nguyen filed a complaint, returnable June 13, 2023, seeking the dissolution of her marriage to the defendant Cuon Tran, and an equitable distribution of the parties' property and debts.

A trial was held on March 7, 2024. The plaintiff was represented by counsel; the defendant was self-represented. The court unseals all financial affidavits pursuant to Practice Book § 25-59A (h).

The court has carefully considered the criteria set forth in Connecticut General Statutes §§ 46b-40, 46b-81, and 46b-82, and relevant case law, the parties' financial affidavits, the exhibits, the plaintiff's proposed orders, and takes judicial notice of all pleadings in the court's file, and having observed the demeanor and assessed the credibility of the parties at trial, the court makes the following findings before entering its orders. All findings are made by the preponderance of the evidence standard.

Findings

The parties were lawfully married on February 11, 1995, in Vietnam. There are no minor children issue of the marriage.

The marriage has broken down irretrievably, without any reasonable possibility of reconciliation. Neither party has received any financial assistance from the State of Connecticut or any municipality of this state.

The parties are in reasonably good health. They have three daughters: Jessica, born January 1, 2001, and Jasmine and Jacqueline who were born January 18, 2005.

The defendant came to the United States prior to the plaintiff. He worked in a factory at minimum wage to sponsor the plaintiff's immigration in 1999. The plaintiff initially worked in a factory prior to her first pregnancy, then for another short period until she began working in a nail salon. The parties eventually bought a nail salon in 2003, Nails by Helen, located at 380 Washington Avenue, North Haven, Connecticut. The defendant joined the plaintiff in 2004. They operated the business, working side by side, until they sold it in December 2023.

*i. The Parties' Marriage*

The plaintiff testified that she realized the marriage was the wrong decision the night before the wedding, but in her culture she could not cancel. The marriage has been a struggle for the plaintiff, and she ascribes the reason as there being various problems, no communication, her belief the defendant does not respect her, and arguments in front of the children, which caused them to suffer emotional and psychological problems.

The defendant testified that he worked long hours at minimum wage to sponsor the plaintiff's citizenship application. He continued to work long hours to support the family and to buy the nail salon. He worked 80 hours a week at the salon and got very little sleep. In contrast to the plaintiff, during the marriage he only took one trip for two weeks to visit

relatives. He traveled one time to Texas for two days to attend his father's funeral. The plaintiff took several vacations and trips to see family in Vietnam.

The defendant questions the nature of the relationship between the plaintiff and a male referred to by the plaintiff as a friend, then partner. He questions the plaintiff's reasons for transferring funds to Vietnam and her employment at a new salon, MJ Nails.

This has been a long marriage. The parties were not compatible from the outset and had different expectations for their marriage. Their differences may have intensified over the years as they raised a family and operated a business. Despite these issues, they worked closely together and were business partners through the years. The court attributes the breakdown of the marriage to both parties.

*ii. Marital Residence*

The parties own a single-family residence located at 144 Rimmon Road, North Haven, Connecticut. They reside there with their eldest daughter who plans to relocate to Groton, Connecticut, for her new position with Electric Boat. The younger daughters will return after the spring 2024 college semester ends.

The parties dispute the value of the property. There is no mortgage. The plaintiff believes it is valued at \$500,000. She does not have a basis for her assessment except that she had a conversation last year with a customer who is a realtor. The plaintiff believes the property was valued at \$400,000, and "present market conditions" would warrant an increase in value. She gave no information on the market conditions or basis for the amount of increase.

The defendant believes the property is valued at \$600,000. He viewed a website that valued the property at \$678,000 and subsequently \$645,000. The defendant acknowledges the website provides estimates, not appraisals. The parties have replaced the furnace, and the house is generally in good condition. The roof is older, and the bathrooms need work. The parties have not had the house assessed or reviewed by a real estate agent to determine what work, if any, is recommended to list the house and the potential cost of such work. The court finds the value of the marital residence is \$600,000.

The plaintiff requests the court order the defendant to transfer all his right, title and interest to the real estate located at 144 Rimmon Road, North Haven, Connecticut to the plaintiff by virtue of a quit claim deed. Within one year from the date of the dissolution, the plaintiff shall pay him fifty percent (50%) of the then current fair market value of the home, less \$75,000, which she claims represents fifty percent (50%) of the defendant's current retirement savings and 401k accounts (i.e. \$150,000), which she proposes he shall retain.

The plaintiff also seeks an order that the defendant shall vacate the residence within two weeks of the date of dissolution. She proposes that she have exclusive possession of the marital residence with the children, and she shall be responsible for any and all expenses associated with the marital home, including the taxes and insurance, and shall hold the defendant harmless regarding the same.

The parties have continued to reside in the marital residence after the plaintiff filed the present action. The plaintiff claims she has not slept well in over a year. She moved a mattress into the living room and placed items around it. The children sometimes ask her to sleep with them or they want to sleep with her. There has been discord. The plaintiff claims

that after filing for dissolution, the defendant made threats such as that he wanted to burn the house down. He has threatened to speak with her parents in Vietnam and talk about her to people in town. In June 2023 she called the police regarding the defendant's behavior, but there is no evidence of actions taken against the defendant.

The parties continued to work together until they sold their business. The plaintiff decided the sale was necessary because the parties were arguing in front of customers. The defendant made angry statements, and on one occasion he switched from English to Vietnamese and threatened to cut off her head.

The plaintiff claims the daughters wish to reside in the home with her. Although Jessica will relocate once she begins working for Electric Boat, the younger daughters wish to return from their schools, because they do not like them.

The court finds that the plaintiff's proposal would result in an inequitable situation. The defendant does not have family in the area. A move will likely require a security deposit, advance rent, furnishings, and other expenses. The defendant does not have the immediate financial ability to secure temporary housing for a year. The plaintiff's proposal to defer a sale does not serve to provide the defendant needed funds or housing.

*iii. Retirement Accounts*

The defendant has a Peoples Bank retirement plan with Ascensus valued at \$56,970.93. He has a Parker 401k plan with a current value of \$40,176.98. The total value of the retirement accounts is \$97,147.91. The defendant has not made any withdrawals from the accounts. He provided account statements from the fall 2023. His claim that he did not have updated statements is not credible based on the record that he receives quarterly statements.

However, the evidence does not support a finding that the accounts are valued at \$150,000 as claimed by the plaintiff.

The plaintiff does not have any retirement plans or similar investments.

*iv. Bank Accounts*

The plaintiff has a modest amount of approximately \$3,000.00 in her bank accounts.

The defendant has approximately \$500.00 in his accounts.

*v. Vehicles*

The parties own three (3) vehicles. The plaintiff owns a 2015 Mercedes ML 350, which is solely in her name, valued at \$7,000. She also owns a 2016 BMW X series, solely in her name, valued at \$9,000. The plaintiff seeks award of both vehicles. The BMW is for the parties' daughter to drive.

The defendant owns a truck valued at \$1,000.

*vi. Nail Salon*

The business dealings of the salon are disputed by the parties. The court does not find either party entirely credible. Although ownership of the salon was in the plaintiff's name, she claims that she only worked with customers; she did not have any involvement with the financial aspects of the business. She claims the defendant wrote the checks, paid the bills, and handled all finances, including the taxes. She claims the parties filed joint tax returns, but she did not ask the defendant to sign her name. The parties have not filed tax returns after 2021, and the plaintiff seeks to file separately for each tax year from 2022 to present.

The court does not find the plaintiff's testimony credible. The parties operated a long-term successful business, such that they were able to pay off the mortgage on their home, pay

their living expenses, support their children, and have no loans on their vehicles, including a BMW and Mercedes. The plaintiff knew the prices for services, worked alongside the defendant several days per week, and collected the customer payments. The defendant took the money home from the drawer. The parties employed nail technicians who worked several days per week. The defendant wrote the checks to them, but the plaintiff was aware of the payments and would remind him to do so when necessary.

The parties shared duties in the business. While the plaintiff may not have physically handled the banking and business transactions, her claim of no knowledge of the business operation and tax information over the course of nearly two decades of business ownership is not credible.

The defendant's claim that he did not consent to the sale of the business and had no idea it was being sold is likewise not credible. He may not have desired the sale, but the plaintiff told him in September 2023, he knew she was advertising and taking other steps to secure a buyer, he consented to the sale, and advised about the closing. The parties realized \$80,000 in profits, which they used to pay their daughters' college tuitions.

*vii. Transferred Funds*

The plaintiff transferred \$30,000 to Vietnam in May 2023, prior to filing the present action. She claims the transfer was to her sister in Vietnam as a loan. She met with a bank executive, opened a personal account to deposit the funds, then sent the money to Mr. William Yu in Vietnam for her sister. She claims Mr. Yu was a friend who is now a best friend. She testified that the loan has not been repaid, but she is certain her sister will pay it. The plaintiff claims the funds were tips that she saved throughout her career.

The defendant questions the plaintiff's claims that she saved her tips, and that the transfer to Vietnam was a family loan. The defendant also questioned the plaintiff's relationship with Mr. William Yu, whom she referred to as a partner, then friend.

The court does not find the plaintiff's testimony credible. The plaintiff testified that she went to the bank because she was getting divorced. The plaintiff's testimony regarding the timing and explanation of her banking, the loan, her personal loans, and the transfer was at times unclear and other times inconsistent. There is no evidence to corroborate that the funds were distributed as her tips. The court finds the plaintiff dissipated marital funds in transferring \$30,000 to William Yu in Vietnam.

*viii. Parties' Income*

The parties' respective incomes are not at the level of their prior income from the salon. The plaintiff worked at the parties' salon, Nails by Helen, until it was sold on December 4, 2023. She now works as a nail technician for MJ Nails, located in North Haven, Connecticut. She testified that she has maintained her former clients, and schedules approximately 30 appointments per week. She is paid \$15 per hour plus tips of approximately \$80 to \$120 per week. Her gross weekly income is \$450. On an annualized basis it is less than half of the reported combined gross income in 2021. The plaintiff knowingly and voluntarily waives alimony.

The defendant also worked at Nails by Helen until it was sold. He works on the plaintiff's customers when she calls to say she needs the help. The defendant knows of the salon owner but has never met him. He believes the owner will allow him to work whenever he wants to work. He does not work at the new salon that replaced the parties' business.

The plaintiff testified the defendant has only one or two customers per day. She has told him that he can work more, but he does not accept the offer.

The defendant requests alimony of \$1.00 per year. He testified that he is concerned about his health and vision. He was not specific except that he needs a higher prescription for his glasses, appears to have dry eyes, and is tired. The evidence does not support a finding that he is unable to work as a nail technician and/or in another capacity in a nail salon or other business. The court finds the defendant has an earning capacity of working full-time at minimum wage.

*ix. Asset Division*

The court finds it is equitable to equally divide the net proceeds from the sale of the house (50% each), and the plaintiff shall reimburse the defendant \$15,000 from her share of the net proceeds. They shall equally divide the husband's retirement savings and 401k accounts.

*x. Alimony*

Section 46b-82 directs the court when awarding alimony to consider "the award, if any, which the court may make pursuant to section 46b-81. . . ." The court, therefore, has applied the statutory criteria to the facts of this case, recognizing that equal weight need not be given to any one factor. See *Horey v. Horey*, 172 Conn. App. 735, 741, 161 A.3d 579 (2017). The court finds that award of alimony paid by the plaintiff to the defendant is not warranted.

## ORDERS

1. Dissolution

Effective on the date of this decision, the marriage of the parties is dissolved on the ground of irretrievable breakdown. The parties are declared to be single and unmarried.

2. Alimony

Neither party shall receive alimony from the other party.

3. Real Property

The parties shall remain joint owners of the property known as 144 Rimmon Road, North Haven, Connecticut. The property shall be listed for sale on or before August 15, 2024. The property shall be listed with a licensed real estate agent to be mutually agreed upon by the parties. If the parties are unable to agree on a real estate agent, the court shall assign a real estate agent. The parties shall both reasonably cooperate with the real estate agent on the listing, marketing, and sale of the property.

If they are unable to agree to the listing price, the real estate agent shall set the listing price. The listing price shall be reassessed every thirty (30) days. If the parties cannot agree on a revised listing price, the real estate agent shall have the authority to revise the listing price by three percent (3.0%) of said price. The parties shall accept any offer within five percent (5%) of the listing price.

The parties shall follow the real estate agent's reasonable recommendations. The house shall remain on the market until the property is sold.

During the pendency of the sale, the parties shall maintain joint possession of the property. They shall be jointly responsible for any and all expenses, including but not limited

to taxes, insurance, upkeep, utilities and/or general maintenance of the marital property. If a party vacates the property, then once he/she vacates, the other party residing in the residence shall be solely responsible for any and all such expenses from that day forth and the non-residing party shall be free and clear from any liability for such expenses.

Upon the sale of the property, and after the payment of all applicable fees, costs and encumbrances, the net proceeds shall be equally divided (50%) between the parties. In addition, the plaintiff shall reimburse the defendant \$15,000 from her 50% share of the net proceeds. If one party has paid more than their required share for any such maintenance expenses prior to the sale, such party shall be reimbursed by the other party for his/her share at the time of the distribution of the net proceeds.

The court shall retain jurisdiction over the real property.

4. Personal Property

The parties shall divide all the personal property owned by them or either of them, including furniture, artwork and memorabilia, and any interests that each may claim to have against the other by reason of their marriage to their mutual satisfaction. Each party shall have copies of all pictures and/or photo albums, including but not limited to, pictures of their children through current. The cost of copies shall be equally shared by the parties.

If the parties are unable to agree to the division of personal property, the matter shall be referred to binding arbitration before a single arbitrator selected by the parties. The parties shall equally share (50%) the cost of the arbitration.

5. Retirement Accounts

The wife is assigned, by Qualified Domestic Relations Order (QDRO), fifty percent (50%) of the marital portion of the husband's Parker 401k, valued at \$40,178.98. The 401k shall be transferred via QDRO, subject to adjustment for all interest, market gains and losses thereon until the time of division.

The wife is assigned, by Qualified Domestic Relations Order (QDRO), fifty percent (50%) of the husband's Ascensus retirement account valued at \$56,970.93 earned as of the date of dissolution. Payments shall be equally divided such that the husband shall receive fifty percent (50%) and the wife shall receive fifty percent (50%) of the cumulative total of those accounts, valued as of the date of dissolution.

The parties shall use a third-party neutral attorney of their choosing for the preparation of the QDRO(s) and shall share in the cost of such QDRO preparation equally. If the parties cannot agree upon a third-party neutral attorney to utilize for preparation of the QDRO, the parties shall utilize Attorney Elizabeth McMahon. The parties shall cooperate with the attorney and provide the attorney with all requested information.

6. Bank Accounts

The parties shall retain, without claim by the other party, their individual bank accounts free and clear of any claim or interest of the other.

The parties' joint bank accounts shall be divided equally and then closed.

7. Vehicles

The wife shall retain the 2015 Mercedes ML350 and shall be responsible for all costs associated with the same, including but not limited to, any outstanding loans, taxes, insurance, and maintenance.

The wife shall retain title to the 2016 BMW and shall be responsible for all costs associated with the same, including but not limited to, any outstanding loans, taxes, insurance, and maintenance.

The husband shall retain the 2005 Toyota Pickup Truck and shall be responsible for all costs associated with the same, including but not limited to, any outstanding loans, taxes, insurance, and maintenance.

The parties shall effectuate all necessary documentation to transfer interest in the vehicles. They shall ensure that all payments are made on time and that taxes are paid in a timely fashion.

8. Medical Benefits and Expenses

The parties shall be individually responsible for maintaining their own medical insurance coverage at their sole cost and expense.

9. Life Insurance

Neither party shall be obligated to maintain any life insurance policies for the benefit of the other party.

10. Educational Support Order

The court retains jurisdiction to enter an educational support order in accordance with C.G.S. §46b-56c upon future motion of either party.

11. Debts and Liabilities

The parties shall be individually responsible for their respective debts and liabilities listed on their respective financial affidavits. If there are any credit cards that the other party is a joint account holder or an additional card used, those accounts shall be closed, or the other party shall be removed from them. Each party shall indemnify and hold the other party harmless for their debts and liabilities.

12. Taxes

The parties shall file taxes jointly for 2022 and 2023. Any refund received shall be equally (50%) divided. If any money is owed in taxes, the parties shall equally share in the cost.

The parties shall claim the children in 2024 and thereafter in accordance with the IRS Guidelines.

SO ORDERED

By the Court,

*Lisa Grasso Egan, J.*  
LISA GRASSO EGAN, J.

Judgment entered 5/28 2024  
Counsel/Self-rep. Ind. notified 5/28 2024  
By  JDND  copy of memo  Other  
 Copy to Reporter of Judicial Decisions

mailed to:  
TSRP B.C. Nguyen  
TATHY R Sweeney  
SRP C. Tran  
by N. [unclear] 5/28/24  
[unclear]