

DOCKET NO. FST-FA-22-6058528
SUPERIOR COURT
STAMFORD-NORWALK
JUDICIAL DISTRICT

ANETA JACHIMOWICZ
2024 MAY 13 A 9:27
SUPERIOR COURT
JUDICIAL DISTRICT OF
STAMFORD/NORWALK

V. : AT STAMFORD

MIROSLAW JACHIMOWICZ : MAY 13, 2024

MEMORANDUM OF DECISION

The plaintiff, Aneta Jachimowicz, commenced this action, returnable October 25, 2022, to dissolve her marriage to the defendant, Miroslaw Jachimowicz. According to the complaint, the plaintiff seeks a dissolution of the marriage, joint legal custody of the minor children with a parenting plan, child support, and a fair division of property and debts. The plaintiff filed a motion for order, pendente lite, dated July 12, 2023 (#109.00), and a motion for contempt, pendente lite, dated October 11, 2023 (#115.00).

The trial commenced on January 24, 2024, and concluded on January 29, 2024. The parties appeared with counsel. The court heard testimony from the parties, reviewed the exhibits that were admitted into evidence, and took judicial notice of the contents of the court file.¹ The court reserved decision at the conclusion of the hearing.

¹ As financial matters are in dispute, the court orders that the automatic sealing of the parties' financial affidavits be terminated pursuant to Practice Book § 25-59A (h).

FINDINGS

After carefully considering the parties' testimony, witness testimony, the financial affidavits, the exhibits admitted into evidence, and the contents of the court file in this action, the court makes the following findings and enters the orders set forth below.

The court has jurisdiction over this matter.

The parties resided continuously in the state of Connecticut for at least twelve months prior to the commencement of this action.

The plaintiff and defendant were married on August 5, 2006, in New Britain, Connecticut. The parties have two children, Mikolaj Jachimowicz, born December 8, 2009, and Oliver Jachimowicz, born November 1, 2014.

Neither party has received financial assistance from the state of Connecticut or any municipality thereof.

The allegations of the complaint are found to be true. The seventeen-year marriage of the parties has broken down irretrievably with no reasonable prospect of reconciliation.

Plaintiff: The plaintiff is 39 years old and in good health physically. She came to the United States in 2000 and became a U.S. citizen in 2005. The plaintiff has a bachelor's degree in nursing, which she received in June 2019. The plaintiff is currently employed as a school nurse at Westville Elementary School in Stamford, Connecticut, and as a per diem nursing supervisor at Greenwich Woods, three times a month. She currently earns a gross net weekly income of \$1787.24 at Westville Elementary and \$384.25 at Greenwich Woods. The plaintiff also receives gross weekly rental income of \$1257.69.

Defendant: The defendant is forty years old and in good health. He is self-employed as a contractor. The name of his company is MJ Construction CT, LLC, which was formed in 2007.

According to his financial affidavit dated January 25, 2024, the defendant's gross weekly income is \$1800 and net weekly income is \$1303.

Marriage: The parties met in 2001/2002 and dated for two years starting in 2003. In February 2006, the defendant proposed to the plaintiff, and they were married on August 5, 2006. The plaintiff was twenty-one years old. During the marriage, the plaintiff attended school for nursing. She received a two-year degree in December 2011, and became a licensed nurse in April 2012. The plaintiff testified that she received grants for her associate degree and student loans for her bachelor's degree. The plaintiff worked at various nursing homes, while caring for the minor children and their needs. The plaintiff returned to school in January 2017, to attain her bachelor's degree in nursing. At that time, she was employed as a charge nurse at Bella Home Health Care in Stamford, Connecticut.

During the marriage, the plaintiff assisted the defendant with his business by preparing invoices, organizing documents for the tax preparer, obtaining workers compensation insurance, and handling the emails for the business. The plaintiff did not have access to any of the bank accounts associated with the defendant's business.

The plaintiff testified that during the marriage the defendant was mean, disrespectful, and controlling. Moreover, the plaintiff testified that the defendant spent marital funds on gambling, which he did not deny. Since 2019, the defendant has withdrawn approximately \$325,000 from his account to spend at casinos according to his bank statements. Moreover, in 2022, the plaintiff learned that the defendant was unfaithful to her when she found a photograph of a woman in his wallet. She also found women's underwear that was not hers in their bed. In March 2023, the plaintiff moved out of the marital home and moved into the condominium she owned located at 86-92 Myrtle Avenue.

The court finds that the breakdown of the marriage occurred due to irreconcilable differences, the defendant's infidelity and his behavior toward the plaintiff.

Alimony: Both parties have made a knowing and voluntary waiver of the right to seek an award of alimony pursuant to General Statutes § 46b-82.

Custody and Child Support: The parties have agreed that the final custody and parenting plan dated October 2022, shall continue to remain in full force and effect and be incorporated in the judgment by reference.

The plaintiff submitted a worksheet for the Connecticut Child Support and Arrearage Guidelines prior to trial (#133.00). The plaintiff's gross weekly income is \$2614, and her net income is \$1931. The defendant's gross weekly income is \$1800, and his net income is \$1249. Pursuant to the guidelines, the defendant's presumptive child support amount is \$247 per week. The court finds that the plaintiff has understated his income. During the trial the court inquired about how the defendant was able to pay the expenses listed in his financial affidavit in the amount of \$2934, and his response was that "somehow I pay it." The defendant further testified that he has never had a problem with money and pays all the expenses related to the children. The court finds that the \$247 per week is a fair and equitable child support amount.

The court further finds that unreimbursed medical and dental expenses for the minor children should follow the percentages listed in the guidelines (68 percent paid by the plaintiff and 32 percent paid by the defendant). The plaintiff will be retaining the rental property as part of the property distribution, which will supplement her income to cover the children's expenses.

Parties' Assets: The following assets are part of the marital estate:

- (a) *37 Katydid Lane, Stamford, Connecticut:* The parties purchased the marital home located at 37 Katydid Lane, Stamford, Connecticut, in October 2014. The purchase

price was \$455,000. A downpayment of \$110,000 was paid, of which \$100,000 came from the defendant's business. The title and mortgage deeds are in the plaintiff's name. The defendant currently resides in the home with his girlfriend. The mortgage, insurance, and taxes are being paid by the defendant. There is a mortgage balance of \$288,686.30 and equity of \$435,247.70. The court finds that the parties agree that the defendant should have sole rights, title, and interest to the property located at 37 Katydid Lane, free and clear of any claim by the plaintiff.

(b) *86-92 Myrtle Avenue, Apt 12, Stamford, Connecticut*: This property was purchased in December 2006, for \$280,000. A down payment of \$80,000 was paid from defendant's business. The mortgage and title deeds are placed in the plaintiff's name because the defendant did not have immigration documents. The current mortgage balance is \$64,127.59. The property has equity in the amount of \$273,772.41. The plaintiff resides at this home with the minor children. The plaintiff currently pays the mortgage, taxes, insurance, and common charges. In 2013, the property was refinanced and both parties' names were placed on the title. The parties agree that the plaintiff should have sole rights, title, and interest to the property located at 86-92 Myrtle Avenue, free and clear of any claim by the defendant.

(c) *15 Avery Lane, Stamford, Connecticut*: The plaintiff purchased this property as an investment property on April 6, 2017. The purchase price was \$330,000. A downpayment of \$120,000 was paid, of which \$100,000 came from the defendant's business income. It is a single-family home, and the plaintiff has been collecting \$3200 a month as rent. There is a mortgage balance of \$214,545.26 and equity of \$359,954.74. The plaintiff pays the mortgage, taxes, and insurance with the rental income and uses

the remaining funds of \$1000 to pay any expenses she has at the 86-92 Myrtle Avenue property and grocery bills. The court finds that the plaintiff shall retain sole rights, title, and interest in the 15 Avery Lane property, free and clear of any claim by the defendant.

Bank Accounts:

The parties have no joint bank accounts.

- (a) The plaintiff's financial affidavit reports a Webster Bank Saving account ending x1023 with a balance of \$37,356.10 and a Webster Bank Checking account ending in x1043 with a balance of \$224.51.
- (b) The defendant's financial affidavit reports a business First County Bank Checking account ending in x0806 with a balance of \$4000 and a SUMA Yonkers FCU Savings account ending in x2151 with a balance of \$1,678.

Personal Property:

- (a) The defendant's financial affidavit reflects a 2016 Harley Davidson motorcycle worth \$5000 and a 2001 Sea Ray boat worth \$500.
- (b) The plaintiff's financial affidavit reflects jewelry valued at \$5,000.

Pension and Retirement Accounts:

- (a) As set forth in plaintiff's financial affidavit, the plaintiff has a 457 Deferred Compensation Plan with the city of Stamford valued at \$4,424.23.
- (b) The defendant has no retirement account.

Motor Vehicles:

The parties have three vehicles all titled in the defendant's name: a 2021 Dodge Ram, driven by the defendant, valued at \$40,000; a 2013 BMW X5, driven by the plaintiff,

valued at \$15,000; and a 2014 Kia, driven by the defendant's girlfriend, valued at \$5,000.

Parties' Liabilities, Including Credit Card Debt:

The plaintiff's financial affidavit reports total liabilities of \$13,850.67, comprised of a debt to Ferro & Battey, LLC, in the amount of \$2626.37 and a student loan balance with Mohela FSA in the amount of \$11,224.30.

The defendant's financial affidavit reports total liabilities in the amount of \$99,310 comprised of a credit card debt with Home Depot Citibank in the amount of \$1036, a 2022 federal income tax debt in the amount of \$4000, a credit card debt with Midland Funding Loan in the amount of \$4274, a loan with People's Bank in the amount of \$75,000, and a loan from friends in the amount of \$15,000. The court finds that both parties shall retain their respective liabilities and are solely responsible for those debts.

Parties' Expenses:

The plaintiff's financial affidavit reflects total weekly expenses of \$4,534.15. The defendant's financial affidavit reflects total weekly expenses of \$2,935 which he states he is able to cover every month despite reporting a lower income.

Health Insurance: At the time of the dissolution trial, the parties were covered under the plaintiff's health insurance through her employee. The court finds that following the dissolution, the plaintiff will no longer be required to provide health insurance to the defendant. COBRA benefits, if available, shall be made available to the defendant and he shall be responsible for the premium.

Attorney's Fees: The plaintiff is represented by Olivia M. Eucalitto of Ferro & Battey, LLC. The defendant is represented by Kevin Collins of Collins & Powers LLC. Each party shall be responsible for their respective attorney's fees.

ORDERS

The court has fully considered the criteria set forth in General Statutes §§ 46b-56, 46b-56a, 46b-56c, 46b-62, 46b-81, 46b-82, 46b-84, 46b-215a, and 26b-215b, as well as the applicable case law, the evidence, the demeanor and credibility of the parties, the arguments of counsel, the parties' proposed orders, and the contents of the court file judicially noticed in making the findings set forth above and in reaching the decisions that are reflected in the orders that issue below.

Marriage Dissolution: The marriage of the parties is dissolved on the grounds of irretrievable breakdown. The parties are declared to be single and unmarried.

Alimony: The parties have made a knowing and voluntary waiver of the right to seek an award of alimony pursuant to General Statutes § 46b-82.

Health Insurance: Each party shall be responsible for obtaining and maintaining their own health insurance policies. The plaintiff shall continue to provide medical and dental insurance coverage for the minor children until each child reaches age twenty-six, marries, becomes insured under her own employer's group plan, or ceases to be a resident of Connecticut.

The defendant shall provide a prompt response to the plaintiff in writing if he elects to use health coverage under the COBRA plan through plaintiff's employer. The plaintiff shall then provide notice to the plan administrator of the qualifying event, i.e. divorce proceeding, and

provide the plaintiff with the monthly cost of the plan and term. The defendant shall then pay the monthly premium costs for the elected health insurance COBRA coverage.

Custody: The parties' final custody and parenting plan dated October 2022 shall continue to remain in full force and effect and is incorporated in the judgment by reference.

Child Support: The defendant shall pay weekly child support in the amount of \$247. Any unreimbursed medical and dental expenses shall be paid pursuant to the child support guidelines. Commencing May 3, 2024, payment shall be made on each Friday through direct deposit into the plaintiff's checking account, by a mobile payment service such as PayPal, Venmo, or Zelle, or as agreed by the parties. *This order is not dischargeable in any proceeding in bankruptcy, voluntary or involuntary.*

Post-Majority Education: The court shall retain jurisdiction over postsecondary educational support orders pursuant to General Statutes §46b-56c.

Parenting Education Program: The parties shall complete a parenting education program by July 31, 2024. A certificate of completion shall be filed with the court by said date.

Property distribution: Connecticut is considered an "all-property" state when it comes to equitable distribution of property at dissolution. *Krafick v. Krafick*, 234 Conn. 783, 792, 663 A.2d 365 (1995). "The trial court is empowered to deal broadly with the equitable division of property incident to a dissolution proceeding, and, consistent with the purpose of equitable distribution statutes generally, the term property should be interpreted broadly as well." *Roos v. Roos*, 84 Conn. App. 415, 420, 853 A.2d 642, cert. denied, 271 Conn. 936, 861 A.2d 510 (2004). Pursuant to General Statutes § 46b-81 (a), the court may assign to either party all or any part of the estate of the other party at the time of entering a decree dissolving a marriage. Subsection (c) of § 46b-81 provides in relevant part: "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.”

“Dissipation . . . is defined as [w]asteful expenditure or consumption. . . . Under the common usage of the terms, dissipation is the financial antithesis of preservation. More specifically, a party that dissipates assets detracts from the preservation of those assets.” (Citation omitted; internal quotation marks omitted.) *Ferri v. Powell-Ferri*, 317 Conn. 223, 233, 116 A.3d 297 (2015). Before the court can consider dissipation of marital assets as a factor in distribution, it must first find “financial misconduct involving marital assets, such as intentional waste or a selfish financial impropriety, coupled with a purpose unrelated to the marriage.” *Gershman v. Gershman*, 286 Conn. 341, 351, 943 A.2d 1091 (2008). The dissipation must have occurred either “(1) in contemplation of divorce or separation; or (2) while the marriage is in serious jeopardy or is undergoing an irretrievable breakdown.” *Finan v. Finan*, 287 Conn. 491, 508, 949 A.2d 468 (2008). “[P]oor investment decisions, without more, generally do not give rise to a finding of dissipation. . . . [A]t a minimum, dissipation in the marital dissolution context requires financial misconduct involving marital assets, such as intentional waste or a selfish financial impropriety, coupled with a purpose unrelated to the marriage.” (Internal quotation marks omitted.) *O’Brien v. O’Brien*, 326 Conn. 81, 94, 161 A.3d 1236 (2017). The Supreme Court “has repeatedly recognized that our statutory scheme empowers trial courts to deal broadly with property and its equitable division incident to dissolution proceedings. . . .

[A]s a general matter, the trial court has wide discretion and broad equitable power to fashion relief in the infinite variety of circumstances which arise out of the dissolution of a marriage.” (Citation omitted; internal quotation marks omitted.) *Ferri v. Powell-Ferri*, supra, 234; see also *Parisi v. Parisi*, 315 Conn. 370, 381, 107 A.3d 920 (2015). The Supreme Court “concluded that a trial court may consider evidence that a spouse dissipated marital assets prior to the couple’s physical separation, for purposes of determining an equitable distribution of property” (Internal quotation marks omitted.) *Ferri v. Powell-Ferri*, supra, 233, discussing *Finan v. Finan*, supra, 499. “Connecticut trial courts have the statutory authority, under [General Statutes] § 46b-81, to consider a spouse’s dissipation of marital assets when determining the nature and value of property to be assigned to each respective spouse” (Internal quotation marks omitted.) *Shaulson v. Shaulson*, 125 Conn. App. 734, 742, 9 A.3d 782 (2010), cert. denied, 300 Conn. 912, 13 A.3d 1102 (2011), citing *Finan v. Finan*, supra, 500-501.

For example, in *Boccuzzio v. Boccuzzio*, Superior Court, judicial district of New Haven, Docket No. CV-01-0275818-S (April 17, 2002, *Winslow, J.*), which involved a divorce action, the court considered each spouse’s individual spending habits in determining the appropriate property distribution. Particularly, the court took into account the husband’s history of gambling, noting that “[t]he problem is and has been the plaintiff’s gambling losses.” *Id.* The husband had misstated the extent of his gambling losses, which the court credited to “the modest lifestyle of the parties, the income and living expenses of the parties, and the [husband’s] lack of credibility on the witness stand about his gambling habits and expenditures, that the gambling losses were tens of thousands, if not hundreds of thousands, of dollars over the course of the marriage.” *Id.* See also *Finan v. Finan*, supra, 287 Conn. 501-502 (referencing to case law in other jurisdictions that have consideration spouse’s dissipation of marital assets, including

gambling); *Gershman v. Gershman*, supra, 286 Conn. 346 (courts have considered gambling in dissipation determination).

Moreover, in *Robaczynski v. Robaczynski*, Superior Court, judicial district of Litchfield, Docket No. CV-11-4011159-S (October 11, 2012, *Danaher, J.*), aff'd, 153 Conn. App. 1, 100 A.3d 408 (2014), the court took into consideration various financial problems and spending trends to determine dissipation for purposes of alimony. Specifically, the defendant, in anticipation of a divorce, “used marital assets to engage in intentionally wasteful purchases and engaged in selfish financial improprieties in an amount totaling \$110,242.70.” *Id.* The defendant’s purchases were veiled as gifts and purchases in an attempt to waste marital assets in anticipation of a divorce. See also *O’Brien v. O’Brien*, supra, 326 Conn. 88 (while dissolution action was pending, husband executed stock options he received).

“General Statutes [§ 46b-81 (c)] confers broad powers upon the court in the assignment of property, and the allocation of liabilities and debts is a part of the court’s broad authority in the assignment of property.” (Footnote omitted; internal quotation marks omitted.) *Roos v. Roos*, supra, 84 Conn. App. 420. “The issues involving financial orders are entirely interwoven. The rendering of a judgment in a complicated dissolution case is a carefully crafted mosaic, each element of which may be dependent on the other.” (Internal quotation marks omitted.) *Cleary v. Cleary*, 103 Conn. App. 798, 807, 930 A.2d 811 (2007).

In arriving at an equitable division of the marital estate, the court has also considered the parties’ proposed orders regarding the allocation of their assets and liabilities.

Real Property:

(a) 37 Katydid Lane, Stamford, Connecticut:

The plaintiff shall quit claim her interest in the property located at 37 Katydid Lane within twenty days of judgment and the defendant's attorney shall hold the quit claim deed in escrow until the property is refinanced and plaintiff's name is removed from the mortgage. The defendant shall refinance the mortgage and remove the plaintiff's name from the note and mortgage within two years from the date of judgment. If the defendant is unable to secure a mortgage, then the marital property shall be listed for sale, with a real estate broker agreed upon by both parties. The defendant shall retain the net proceeds, after payoff of mortgage and closing costs, and shall be responsible for the capital gains and taxes incurred.

(b) 86-92 Myrtle Avenue, Apt 12, Stamford, Connecticut:

The plaintiff shall retain the real property located at 86-92 Myrtle Avenue, free and clear of any claim by the defendant. The defendant shall immediately execute a quit claim deed releasing all interest, rights, and claims in said property no later than ten days after date of judgment.

(c) 15 Avery Street, Stamford, Connecticut:

The plaintiff shall retain the real property located at 15 Avery Street, free and clear of any claim by the defendant. The court credits the plaintiff's testimony that the defendant dissipated marital funds and assets for gambling which was irresponsible. Based on the defendant's actions, he shall not have any rights, claim, or interest in the property.

Motor vehicles:

By agreement, the following are the court's orders:

- (i) The plaintiff shall retain the 2013 BMW X5, valued at \$15,000, free and clear of any claim by the defendant. The defendant shall transfer title to the plaintiff and pay all expenses related to said transfer no later than 10 days after judgment. The plaintiff shall be responsible for all registration fees and insurance for said vehicle.
- (ii) The defendant shall retain his 2021 Ford F150 and 2014 Kia totaling a value of \$45,000, free and clear of any claim by the plaintiff.
- (iii) The parties shall each be responsible for all costs, expenses, insurance, and taxes associated with the vehicles titled in their name from the date of judgment.

Bank Accounts: Each party shall retain the bank accounts held solely in his or her name.

Pension and Retirement Accounts: The plaintiff shall retain the 457 Deferred Compensation Plan valued at \$4,424.23, free and clear of any claim by the defendant.

Personal Property: Each party shall own, free of any claim by the other, all items of personal property now owned by him or her and each party shall be free to dispose of the same as if he or she were unmarried.

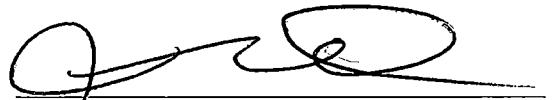
Life Insurance: Each party shall be required to carry life insurance in the amount of \$250,000 for the benefit of the other party until child support obligations are terminated. The parties shall exchange the insurance information once the policy is bound.

Exchange of Financial Documents:

The parties shall exchange their 1099s, K1s, and state and federal tax returns no later than February 15, following the end of each tax year, so long as a party has a financial obligation to the other party.

Attorney's Fees: Each party shall be responsible for the attorney fees that he or she incurred in this dissolution action; to order otherwise would undermine these financial orders.

Effectuation of Orders: Each party is ordered to sign whatever documents are presented by the other party to effectuate these orders within ten days of presentment. Unless otherwise specifically set forth herein, these orders are effective immediately.


DeCastro Tunnard, JSC

Decision entered in
accordance with the
foregoing on 5/13/24
Jano sent 5/13/24
All counsel and self
represented parties of
record notified on 5/13/24