

DOCKET NO. FBT-FA-23-5052480-S : SUPERIOR COURT
MICHAEL HAMMETT : JUDICIAL DISTRICT
v. : OF BRIDGEPORT
DORKA VASQUEZ : MAY 23, 2024

MEMORANDUM OF DECISION

The present action for dissolution of marriage was filed on August 14, 2023, with a return date of September 19, 2023. Trial took place on May 23, 2024. Both parties are self-represented, testified at trial and documents were admitted into evidence. The plaintiff filed proposed orders and the defendant articulated the relief sought at trial.

I. FINDINGS OF FACT AND DISCUSSION

The court finds the following facts based on the credible evidence presented and having had the opportunity to observe the parties' demeanor and to assess their credibility at trial. Both parties have resided continuously in Connecticut for more than one year prior to the filing of the complaint and all statutory stays have expired. Therefore, the court has jurisdiction. The parties married on May 11, 2017 in Stamford, Connecticut. There are no minor children issue of the marriage.

The allegations of the complaint are proven and found to be true. The parties' marriage has broken down irretrievably, with no possibility of reconciliation. The plaintiff is forty-three years old and in good health. He has attained a master's degree in business operations and has been employed at ASML for eleven years. The plaintiff's financial affidavit (#103.00) lists gross weekly income of \$2,250, net weekly income of \$1,667, total weekly expenses and liabilities of \$2,250, total cash value of assets of \$149,000 and total liabilities of \$140,000. Among the plaintiff's assets is residential property at 2612 North Avenue, Unit A1, in Bridgeport, Connecticut which was purchased in 2020 and has net equity of \$85,000, three

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automobiles with a total net value of \$17,500 and a 401(k) with a value of \$40,000. The plaintiff lives in the Bridgeport property with his adult son from another relationship.

The defendant is thirty-three years old, in good health and also has earned a master's degree. The defendant is employed as a supervisor with cleaning company with gross earnings of approximately \$700 per week. The defendant's financial situation has changed since the filing of her most recent financial affidavit (#104.00). She currently lives in an apartment with a roommate and contributes \$580 per month to the rent and other household expenses. The defendant has other expenses totaling approximately \$120 per week, and liabilities of approximately \$5,500, consisting of \$3,000 in credit card debt and \$2,500 in outstanding medical bills. The defendant owns an automobile with a net value of \$6,000 and has approximately \$1,236 in bank accounts, for total assets of approximately \$7,236.

The parties lived together from the time of their marriage in 2017 until a period of separation in 2019, after which they reunited until they separated for good in 2022. During the time the parties lived together, the parties largely kept their finances separate. The plaintiff paid almost all of the parties' joint living expenses and his own personal expenses and the defendant spent most of her earnings on her personal expenses.¹ The plaintiff started contributing to his 401(k) approximately sixteen years ago. Both parties testified as to the reasons for the breakdown of the marriage. Each testified as to suffering physical violence at the hands of the other, and as to disagreements over financial matters. The court declines to assign primary blame for the breakdown of the marriage to either party.

¹ The defendant testified that she spent \$2,500 in connection with flooring at the marital residence, but the plaintiff disputed that testimony.

II. ORDERS ON DISSOLUTION OF MARRIAGE

In rendering this decision and making the orders which are to follow, the court has carefully considered the statutory criteria set forth in General Statutes §§ 46b-81 and 46b-82 regarding the assignment of the marital estate and alimony, respectively. The court has also considered binding precedent interpreting these statutory provisions, the plaintiff's proposed orders and the relief requested by the defendant at trial.

The following orders may enter:

A. Dissolution of Marriage

The marriage of the parties is dissolved on the ground of irretrievable breakdown and the parties are declared to be single and unmarried.

B. Alimony

1. No alimony is awarded to the plaintiff.
2. No alimony is awarded to the defendant.

C. Property Settlement

1. Lump-Sum Property Distribution:

On or before August 23, 2024, the plaintiff shall make a non-taxable lump sum payment to the defendant in the amount of \$5,500 as a property distribution. The payment shall be made by direct deposit or wire transfer to an account designated by the defendant. The payment obligation shall not be modifiable as to the amount or the terms of payment and shall survive the death of either or both parties.

2. Real Estate:

The plaintiff is awarded and shall retain the marital residence at 2612 North Avenue, Unit A1, Bridgeport, Connecticut. The plaintiff shall be solely responsible for and shall pay all

costs and liabilities associated with the property, whether previously incurred or incurred in the future, and shall indemnify and hold the defendant harmless with respect to same.

3. Motor Vehicles:

a. The plaintiff is awarded and shall retain the 2011 Infinity and the two 2013 BMW 328 automobiles listed on his financial affidavit free and clear from any claim by the defendant. The plaintiff shall be solely responsible for and shall pay all costs and liabilities associated with said automobiles, whether previously incurred or incurred in the future, and he shall forever indemnify and hold the defendant harmless with respect to same.

b. The defendant is awarded and shall retain the 2011 Audi A5 automobile listed on her financial affidavit free and clear of any claim by the plaintiff. The defendant shall be solely responsible for and shall pay all costs and liabilities associated with said automobile, whether previously incurred or incurred in the future, and she shall forever indemnify and hold the plaintiff harmless with respect to same.

4. Bank Accounts:

a. The plaintiff is awarded and shall retain the TD Bank checking and savings accounts listed on his financial affidavit.

b. The defendant is awarded and shall retain the TD Bank checking and savings accounts listed on her financial affidavit.

5. Retirement Accounts:

a. The plaintiff is awarded and shall retain the Fidelity 401(k) account list listed on his financial affidavit, with an approximate balance of \$40,000.

b. The defendant has no retirement account.

6. Personal Property:

Each party shall retain all other personal property listed on his or her most recently filed financial affidavit and shall be solely responsible for any and all taxes and expenses of any kind associated with said personal property.

D. Life Insurance

Neither party is required to maintain life insurance for the benefit of the other.

E. Liabilities

Each party shall be responsible for his or her own debts as listed on his or her most recently filed financial affidavit as well as other debts, if any, which such party shall have failed to disclose, and shall hold harmless and indemnify the other party with respect thereto.

F. Health Insurance

Each party shall be responsible for his or her own health insurance.

G. Legal Fees

Each party shall be responsible for the payment of his or her own legal fees, if any.

H. Execution of Necessary Documents

Each party is ordered to sign whatever documents are necessary and presented to them by the other party to effectuate these orders within seven (7) days of presentment, unless otherwise ordered herein.

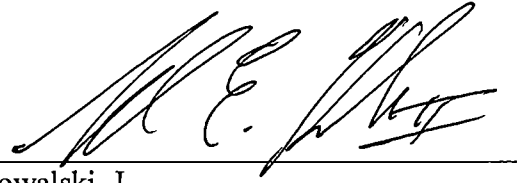
I. Order Unsealing Financial Affidavits:

Because financial issues were in dispute in the trial of this action, the automatic sealing of the parties' sworn statements of income, expenses, assets, and liabilities filed with the court pursuant to Practice Book § 25-30 is terminated in accordance with Practice Book § 25-59A(h) with respect to all such sworn statements now on file with the court.

J. Effective Date of Orders

Unless otherwise specifically set forth herein, these orders are effective immediately.

Judgment may enter accordingly.

A handwritten signature in black ink, appearing to read 'J. Kowalski', written over a horizontal line.

Kowalski, J.