

DOCKET NO. FBT-FA-23-5050742-S : SUPERIOR COURT
 OFFICE OF THE CLERK :
 ELEANA CAROZZA SUPERIOR COURT : JUDICIAL DISTRICT
 2024 APR 24 P 1:00 :
 v. : OF BRIDGEPORT
 JUDICIAL DISTRICT :
 NICHOLAS CAROZZA OF BRIDGEPORT : APRIL 24, 2024

MEMORANDUM OF DECISION

The present action for dissolution of marriage was filed on January 20, 2023, with a return date of February 7, 2023. Trial commenced on April 19, 2024 and concluded on April 22, 2024. Both parties are self-represented, and the plaintiff was assisted by the Spanish language interpreter. On April 19, 2024, both parties testified concerning the defendant's motion for continuance (#118.00), but only the plaintiff testified at trial. Neither party sought to admit documents into evidence. The plaintiff submitted proposed orders. The defendant did not.

I. FINDINGS OF FACT AND DISCUSSION

The court finds the following facts based on the credible evidence presented. The court had the opportunity to observe the parties' demeanor, to assess their credibility during the hearing on the defendant's motion for continuance (#118.00) and to assess the plaintiff's credibility during her testimony at trial.

As of the scheduled start of trial on April 19, 2023, neither party had complied fully with the Superior Court for Family Matters Standing Orders - Management Order for Trials, Hearings, Case Dates, and Resolution Plan Dates, Effective July 1, 2021, although each party filed a financial affidavit (#116.00 and #117.00, respectively) in the days leading up to trial. After calling the case and prior to the commencement of trial, the court passed the matter so that the parties could report to Family Services for assistance with preparing proposed orders for trial, or, in the alternative, to discuss a potential resolution of the action. When the matter

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 4/24/2024 Nicholas Carozza, Pro Se
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was recalled about one hour later, the plaintiff had filed proposed orders, but the defendant had not. The defendant had, however, filed a motion for continuance (#118.00). An evidentiary hearing on said motion, at which both parties testified, followed. The court denied the motion by way of order #118.10, which it read from the bench. After the lunch recess, trial commenced. The defendant appeared for only the first day of trial.¹

The plaintiff has resided 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 January 3, 2004 in Greenwich, Connecticut. There are no 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, and judgment shall be rendered on that basis.

The plaintiff is sixty-three years old, is in good physical health, and is engaged in therapy to improve her mental health. The plaintiff is well-educated, having graduated from university in her native Venezuela, and took English as a second language classes in the United States. The plaintiff is presently employed as a certified nursing assistant, usually working between twenty-eight and thirty-two hours per week. Neither party holds any interest in real estate. The parties jointly own a 2008 Buick automobile, which the plaintiff drives, and the plaintiff solely owns a 2006 Toyota automobile. The Toyota automobile is not listed on either

¹ Both on the record at the conclusion of the proceedings on April 19, 2024 and by way of order #120.00, notice of which was issued that same day, the court ordered that the trial continue at 2:00 p.m. on April 22, 2024. On that day, the court called the case shortly after 2:00 p.m. The plaintiff was present. The defendant was not, and a review of the docket indicated that the defendant had filed no motion for continuance or the like. Before taking a recess, the court requested that the courtroom clerk check to find out whether the defendant may have contacted the clerk's office and that the judicial marshal determine whether the defendant may be elsewhere in the courthouse. At approximately 2:34 p.m., back on the record, the court was advised by the clerk that the defendant had not contacted the clerk's office and was advised by

party's financial affidavit, but the defendant has had possession, custody and control of the vehicle since some time in 2021, and that vehicle is currently in poor, possibly inoperable, condition.

The plaintiff's financial affidavit lists gross weekly income of \$504, net weekly income of \$400, total weekly expenses not deducted from pay of \$428, total liabilities consisting of credit card debt in the amount of \$4,700, and total cash value of assets of \$1,500, with a \$1,000 value ascribed to the Buick automobile and \$500 in a TD Bank checking account. The parties also have a joint checking account at M&T Bank (ending in account number 3318), with a present balance of approximately \$540.² The plaintiff has no retirement plan or retirement assets.

The defendant is sixty-four years old, has suffered strokes, and suffers from a variety of medical conditions, including coronary artery disease and hypertension. The defendant attended, but did not graduate from, college at the University of Bridgeport. The defendant has not been employed for several years, and Social Security provides his main source of income. During his working years, the defendant did odd jobs, often in the construction industry.

The defendant's financial affidavit lists gross and net weekly income of \$311.63, total weekly expenses of \$364.03, total liabilities of \$568,765.83, consisting of \$53,765.83 for which the defendant concedes he is solely responsible, and \$515,000 of what he lists as joint debt, which is listed as incurred "2012/2022," and total cash value of assets of \$10,000, which

the marshal that the defendant was not in the building. The trial then continued in the defendant's absence.

² The plaintiff has attempted to close this joint account but has been unable to do so due to the defendant's lack of cooperation.

is the value of a Prudential life insurance policy for which the plaintiff is the beneficiary.³ The plaintiff testified that she has no knowledge of or information regarding the \$515,000 in what the defendant claims is joint debt. The defendant has no retirement plan or retirement assets.

The credible evidence at trial established that the parties' relationship had seriously deteriorated prior to their separation in September 2022. During the parties' marriage, the plaintiff was subjected to physical abuse at the hands of the defendant. In March 2022, the defendant grabbed the plaintiff by the neck in the kitchen at the marital home. In August 2022, the defendant snatched her telephone out of her hand and repeatedly threw it on the floor until it broke. The defendant also emotionally abused the plaintiff, telling her on multiple occasions that he wanted to see her dead, threatening to kill her in her sleep, and threatening to dismember her. The defendant was unfaithful during the parties' marriage. The plaintiff was not treated as an equal partner in their relationship, and the defendant would routinely make major decisions without consulting the plaintiff or taking her wishes into account. The parties slept in separate rooms in the marital home for a significant period of time prior to their separation. On September 17, 2022, the plaintiff moved out of the marital home, after a telephone call with the defendant during which he again threatened to kill her. When the plaintiff vacated the marital home, she left behind all her personal belongings. Based on the foregoing, the court finds the defendant to be primarily responsible for the breakdown of the parties' marriage.

In January 2023, the plaintiff filed an application for order of protection, in an action captioned *Eleana Carozza v. Nicholas Carozza*, Superior Court, judicial district of Bridgeport,

³ The defendant also lists, but ascribes no value to, the following assets on his financial affidavit: "PENDING LITIGATION – Sec. 52-592. Accidental failure of suit; allowance of new action;" "PENDING MATTERS IRS/Victor MRI CORP + P.I. Sec. 52-592. Accidental failure of suit; allowance Drug-Injury Lawsuit."

Docket No. FBT-FA-23-5050593-S, in which the defendant was the respondent.⁴ After hearing on January 13, 2023, a full no-contact order of protection with 100-yard stay away was issued, for a period of one year. That order of protection was modified on December 6, 2023 to permit the plaintiff to enter the marital home one time, with police present, to retrieve her personal belongings. The plaintiff testified that she attempted to retrieve her personal belongings – primarily clothes and shoes – four times since the modification of the order of protection, but she has been unable to do so due to the defendant’s obstruction. The court finds this testimony to be credible.

A review of the file in this action reflects that the defendant is well-aware of the need to seek a continuance of court proceedings if desired, and yet he failed to do so between the conclusion of the first day of trial on April 19, 2024 and the commencement of the second day of trial in the afternoon on April 22, 2024. Following the hearing on the defendant’s motion for continuance, this court found that the defendant was simply dragging his feet and attempting to delay the resolution of this case. See order #118.10. During that hearing, the plaintiff testified as to her belief that the defendant does not want to get divorced.

The credible evidence at trial establishes that the parties have minimal assets, exclusive of the items listed as “PENDING LITIGATION – Sec. 52-592. Accidental failure of suit; allowance of new action;” or “PENDING MATTERS IRS/Victor MRI CORP + P.I. Sec. 52-592. Accidental failure of suit; allowance Drug-Injury Lawsuit” on the defendant’s financial affidavit, to which he ascribed no value. The defendant’s testimony during the hearing on motion #118.00, indicate a belief on his part that those items may indeed have value; however, the plaintiff is not seeking any portion of the value of those assets. The plaintiff also testified

⁴ The court took judicial notice of the file in *Eleana Carozza v. Nicholas Carozza*, Superior Court, judicial district of Bridgeport, Docket No. FBT-FA-23-5050593-S.

that she had no knowledge of or information regarding the \$515,000 in debt which the defendant categorizes as joint on his financial affidavit. There is no evidence in the record, other than that line item on the defendant's financial affidavit, as to whether that debt actually exists, nor is there any evidence whatsoever as to how it was incurred.⁵

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 and the plaintiff's proposed orders.

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. Bank Accounts:
 - a. the parties' joint checking account at M&T Bank (ending in account number 3318) shall be closed, and the entire balance of said account is awarded to the defendant; and

⁵ Given the plaintiff's testimony regarding her lack of meaningful input into decisions made during the parties' marriage, it is not altogether surprising that the plaintiff would not have

b. the plaintiff is awarded the TD Bank checking account in her sole name as listed on her financial affidavit.

2. Personal Property:

a. The plaintiff is awarded all personal property currently in her possession, custody and control;

b. The plaintiff is awarded her personal belongings remaining in the marital home, including but not limited to her clothing and shoes, and on or before May 5, 2024, the defendant shall permit the plaintiff to enter the marital home one time, with the Milford Police Department, to retrieve said personal belongings.

c. The defendant is awarded all personal property in his possession, custody and control, including but not limited to furniture and furnishings remaining in the marital home, with the exception of the plaintiff's personal belongings addressed in the preceding paragraph.

d. The defendant is awarded all assets listed on his financial affidavit, including but not limited to those assets listed as "PENDING LITIGATION – Sec. 52-592. Accidental failure of suit; allowance of new action;" and "PENDING MATTERS IRS/Victor MRI CORP + P.I. Sec. 52-592. Accidental failure of suit; allowance Drug-Injury Lawsuit."

3. Motor Vehicles:

a. The plaintiff is awarded the 2008 Buick automobile 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 automobile, whether previously incurred or

information regarding such debt.

incurred in the future, and she shall indemnify and hold the defendant harmless with respect thereto.

b. The defendant is awarded the 2006 Toyota automobile free and clear from 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 he shall indemnify and hold the plaintiff harmless with respect thereto.

D. Liabilities

1. The plaintiff shall be solely responsible for all debts listed on her financial affidavit and shall hold harmless and indemnify the defendant with respect thereto.
2. The defendant shall be solely responsible for all debts listed on his financial affidavit and shall hold harmless and indemnify the plaintiff with respect thereto.
3. Each party shall be responsible for his or her own debts, if any, which such party shall have failed to disclose on his or her most recently filed financial affidavit and shall hold harmless and indemnify the other party with respect thereto.

E. Health Insurance

Each party shall be responsible for the procurement and cost of his or her own health insurance.

F. Life Insurance

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

G. Restoration of Birth Name

The plaintiff's birth name of Eleana Madera is hereby restored.

H. Legal Fees

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

I. Execution of Necessary Documents

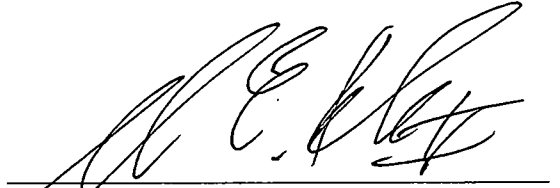
Each party is ordered to sign whatever documents are necessary and presented to them by the other party to effectuate these orders within seven (7) days of presentment, unless otherwise ordered herein.

J. 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.

K. Effective Date of Orders

Unless otherwise specifically set forth herein, these orders are effective immediately. Judgment may enter accordingly.



Kowalski, J.