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For modification of alimony orders, see our research guide on
Modification of Judgments in Family Matters.

2020 Edition

Alimony in Connecticut

A Guide to Resources in the Law Library

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This guide links to advance release opinions on the Connecticut Judicial Branch website and to case law hosted on Google Scholar and Harvard's Case Law Access Project. The online versions are for informational purposes only.

See Also:

- Bankruptcy and the Family
- Child Support in Connecticut
- Discovery (Financial) in Family Matters
- Dissolution of Marriage in Connecticut
- Enforcement of Family and Foreign Matrimonial Judgments in Connecticut
- Equitable Distribution of Marital Property in Connecticut
- Modification of Judgments in Family Matters
- Motion to Open Judgment in Family Matters
- Pleadings and Motion Practice in Family Matters
- Post-Judgment Proceedings in Connecticut Family Matters
- Premarital (Antenuptial) and Postnuptial Agreements in Connecticut

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- **Alimony**: "Money a court requires one spouse to pay the other spouse for support before and/or after the divorce is granted. If you do not ask for alimony at the final hearing, you can never get it in the future." State of Connecticut Judicial Branch Common Legal Words

- **Alimony pendente lite**: "'The purpose of alimony pendente lite is to provide support to a spouse who the court determines requires financial assistance pending the dissolution litigation and the ultimate determination of whether that spouse is entitled to an award of permanent alimony.' *Weinstein* v. *Weinstein*, 18 Conn. App. 622, 639-40, 561 A.2d 443 (1989)." Milbauer v. Milbauer, 54 Conn. App. 304, 311, 733 A.2d 907 (1999).

- **Lump-sum alimony:** "...lump sum alimony is that ordered by a court in such form and manner that from the outset it becomes fixed and irrevocable. Lump sum alimony may be payable in a single lump sum or in fixed periodic installments. It may be payable in cash or in kind or in combination thereof." Bowe v. Bowe, 557 So.2d 793 (1990). Supreme Court of Mississippi.

- **Modifiable**: "Similarly, General Statutes § 46b-82 also provides that the court may order alimony '[a]t the time of entering the [divorce] decree....'General Statutes § 46b-86, however, explicitly permits only modifications of 'any final order[s] for the periodic payment of permanent alimony ....' Consequently, the statutue confers authority on the trial courts to retain continuing jurisdiction over orders of periodic alimony, but not over lump sum alimony or property distributions pursuant to § 46b-81." Bender v. Bender, 258 Conn. 733, 761, 785 A.2d 197 (2001).

- **Periodic alimony**: "is a type of permanent alimony paid at scheduled intervals. The purpose of periodic alimony is primarily to continue the duty to support the recipient spouse." Bijur v. Bijur, 79 Conn. App. 752, 767, 831 A.2d 824 (2003).

- **Permanent alimony**: "The final orders of alimony and support granted at the time of the dissolution necessarily address the long term conditions under which the reorganization of the family is to take place and include distribution of assets such as the family home and other significant assets." Wolk v. Wolk, 191 Conn. 328, 331 (1983).

- **Rehabilitative (time-limited) alimony**: "...rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency. . . . Rehabilitative alimony is not limited to that purpose, however, and there may be other valid reasons for awarding it.' (Internal quotation marks omitted.) *Dees v. Dees*, 92 Conn. App. 812, 820, 887 A.2d 429 (2005)." Gamble-Perugini v. Perugini, 112 Conn. App. 231, 237, 962 A.2d 192, (2009).

- **Temporary orders v. final orders**: "The claim that the court erroneously disturbed alimony pendente lite orders without a clear basis for doing so appears to misunderstand the difference between temporary orders prior to the

dissolution of a marriage and final orders at the time of the dissolution of a marriage. The purpose of an award of alimony and support pendente lite 'is to provide for the wife and the dependent children while they are living apart from her husband pending a determination of the issues in the case.' *Fitzgerald* v. *Fitzgerald,* 169 Conn. 147, 151, 362 A.2d 889 (1975). The final orders of alimony and support granted at the time of the dissolution necessarily address the long term conditions under which the reorganization of the family is to take place and include distribution of assets such as the family home and other significant assets. Since the purposes of pendente lite awards and final orders are different, there is no requirement that the court give any reason for changing the pendente lite orders." Wolk v. Wolk, 191 Conn. 328, 330 (1983).

- "We have often distinguished between the assignment of property under § 46b-81 and alimony under § 46b-82. See, e.g., *Beede* v. *Beede,* 186 Conn. 191, 192, 440 A.2d 283 (1982); *McPhee* v. *McPhee,* 186 Conn. 167, 168, 440 A.2d 274 (1982); *Basile* v. *Basile,* 185 Conn. 141, 142-43, 440 A.2d 876 (1981); *Gallo* v. *Gallo,* 184 Conn. 36, 49-50, 440 A.2d 782 (1981). The difference between an assignment of a specific portion of an estate and alimony is in their purposes. Clark, Domestic Relations (1968) § 14.8. The purpose of property assignment is equitably to divide the ownership of the parties' property. *McPhee* v. *McPhee,* supra, 170. On the other hand, periodic and lump sum alimony is based primarily upon a continuing duty to support. *Hotkowski* v. *Hotkowski,* 165 Conn. 167, 170, 328 A.2d 674 (1973); see *Smith* v. *Smith,* 185 Conn. 491, 493, 441 A.2d 140 (1981); *Wood* v. *Wood,* supra, 784; 2 Nelson, Divorce and Annulment (2d Ed.) § 14.06.." Dubicki v. Dubicki, 186 Conn. 709, 714, footnote 2, 443 A.2d 1268 (1982).

- "The generally accepted purpose of ... alimony is to enable a spouse who is disadvantaged through divorce to enjoy a standard of living commensurate with the standard of living during marriage...*Brody* v. *Brody*, 315 Conn. 300, 313, 105 A.3d 887 (2015). In addition to the marital standard of living, the trial court must also consider the factors in [General Statutes] § 46b–82 when awarding alimony. *Hornung* v. *Hornung*, 323 Conn. 144, 163, 146 A.3d 912 (2016)." (Internal quotation marks omitted.) Horey v. Horey, 172 Conn. App. 735, 740, 161 A.3d 579 (2017).

- "... § 46b–82 (a) provides in relevant part: In determining whether alimony should be awarded, and the duration and amount of the award, the court ... shall consider the length of the marriage ... the age ... station, occupation, amount and sources of income, vocational skills, employability, estate and needs of each of the parties and the award, if any, which the court may make pursuant to section 46b–81.... The court is to consider these factors in making an award of alimony, but it need not give each factor equal weight. ... We note also that [t]he trial court may place varying degrees of importance on each criterion according to the factual circumstances of each case. ... There is no additional requirement that the court specifically state how it weighed the statutory criteria or explain in detail the importance assigned to each statutory factor." (Citation omitted; internal quotation marks omitted.) Wood v. Wood, 170 Conn. App. 724, 729, 155 A.3d 816 (2017).

- " . . . alimony typically is modifiable, while dispositions of marital property are not." Dombrowski v. Noyes-Dombrowski, 273 Conn. 127, 133, 869 A.2d 164 (2005).

Section 1: Duty to Support Spouse

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to joint duty to support spouse as basis for awarding alimony. Also, liability of one spouse for purchases and contracts made by other spouse.

DEFINITION:

- "An award of alimony is based primarily on a spouse's continuing duty to support . . . . General Statutes § 46b-82 governs the award of alimony and specifically states it may be in addition to a property distribution award . . . ." Martone v. Martone, 28 Conn. App. 208, 217, 611 A.2d 896 (1992).

- **Periodic alimony**: "is a type of permanent alimony paid at scheduled intervals. The purpose of periodic alimony is primarily to continue the duty to support the recipient spouse." Bijur v. Bijur, 79 Conn. App. 752, 767, 831 A.2d 824 (2003).

- **Property division vs. Alimony**. "The purpose of property assignment is equitably to divide the ownership of the parties' property . . . . On the other hand, periodic and lump sum alimony is based primarily upon a continuing duty to support." Blake v. Blake, 211 Conn. 485, 498, 560 A.2d 396 (1989).

STATUTES:

You can visit your local law library or search the most recent statutes and public acts on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019)
  - § 46b-37. Joint duty of spouses to support family. Liability for purchases and certain expenses. Abandonment.
  - § 46b-82. Alimony.
  - § 46b-85. Order for support of mentally ill spouse.
  - § 53-304(a). Nonsupport. Support orders and agreements. Administration of oaths by family relations counselors and support enforcement officers.

LEGISLATIVE:

Office of Legislative Research reports summarize and analyze the law in effect on the date of each report's publication. Current law may be different from what is discussed in the reports.

- Michele Kirby, *Alimony Payments and Duration in Connecticut and Massachusetts*, Connecticut General Assembly, Office of Legislative Research, OLR Research Report, 2014-R-0036 (February 3, 2014).

- Alimony Study, Connecticut General Assembly, Connecticut Law Revision Commission, (2014).

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

- Martone v. Martone, 28 Conn. App. 208, 216, 611 A.2d 896, cert. granted in part 224 Conn. 909 (1992). "An award of alimony is based primarily on a spouse's continuing duty to support. *Hotkowski v. Hotkowski, 165 Conn. 167, 170, 328 A.2d 674 (1973)*."

- Weiman v. Weiman, 188 Conn. 232, 234, 449 A.2d 151 (1982). "The court is not obligated to make express findings on each of these statutory criteria. *Dubicki* v. *Dubicki,* 186 Conn. 709, 716, 443 A.2d 1268 (1982); *Posada* v. *Posada,* 179 Conn. 568, 573, 427 A.2d 406 (1980). The purpose of alimony is to meet one's continuing duty to support; *Wood* v. *Wood,* 165 Conn. 777, 784, 345 A.2d 5 (1974); while the purpose of property division is to unscramble the ownership of property, giving to each spouse what is equitably his. *Beede* v. *Beede,* 186 Conn. 191, 195, 440 A.2d 283 (1982)."

West Key Numbers:

- *Divorce*
  V. Spousal Support, Allowances, and Disposition of Property
  (C) Spousal support
  558-649

DIGESTS:

- West's Connecticut Digest
  Divorce
  V. Spousal Support, Allowances, and Disposition of Property
  (A) In general.
  500-514
  504. Spousal support
  509. Validity
  (2). Spousal support

- *Dowling's Digest*: Husband and Wife
  § 8. Liability of one spouse for contracts and purchases of other

- Cynthia C. George and Aidan R. Welsh, *Connecticut Family Law Citations*, LexisNexis, 2020.
  Chapter 8. Alimony
  § 8.01 Alimony Generally

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d* Divorce and Separation (2018)
  III. Spousal Support; Alimony and Other Allowances
  A. Alimony in general
  1. Nature, purpose, and classification of alimony
  §§ 569-570
  2. Incidents of remedy §§ 571-574
  §§ 571. Alimony as enforcement of legal duty
  3. Court's power to grant award; jurisdiction
  §§ 575-578

- 41 *Am. Jur. 2d* Husband & Wife (2015).

VIII. Liability for Debts of Other Spouse
§§ 138-142
IX. Duty of Support and Liability for Goods and Services Furnished
A. Duty of spousal support
1. Duty to support spouse §§ 143-144
B. Liability for goods and services
1. Spousal liability under contract §§ 147-150
2. Necessaries
A. Spousal liability for necessaries
(1) In general §§ 151-155
(2) Effect of separation and separation agreements; divorce §§ 156-160
B. What are necessaries
§§ 161-164
3. Extension of credit to other spouse § 165

- 41 *C.J.S.* Husband and Wife (2014).
II. Mutual Rights, Duties, and Liabilities of Spouses
E. Liability for Debts of Other Spouse
§§ 64-65
F. Duty of Support
1. In general §§ 66-71
2. Liability for necessaries
A. In general §§ 72-78
B. Separation, abandonment, and divorce
§§ 79-80
C. What are necessaries §§ 81-86

- *Abandonment Of Marriage Without Cause—Defense In Alimony, Spousal Support, Or Separate Maintenance Proceedings*, 27 *POF 2d* 737 (1981).
§§ 5- 11. Proof that spouse wilfully abandoned marital domicile without good cause, thereby precluding award of alimony, spousal support, or separate maintenance.

- *Defense against wife's action for support*, 17 *Am. Jur. Trials* 721 (1970).

TEXTS & TREATISES:

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
Chapter 33. Alimony in General
§ 33:1 Definition
§ 33:2 Award to either spouse
§ 33:36 Order for support of mentally ill spouse
§ 33:37 Time for entry of order
§ 33:38 Parties who may apply for order
§ 33:39 Duration of obligation

Chapter 35. Modification of Alimony Provisions

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

§ 35:12 Changes in health of the parties

- *Connecticut Lawyer's Deskbook: A Reference Manual,* 3d ed., LawFirst Publishing (2008).
  Chapter 19. Dissolution of Marriage, pp. 487-488

- Louise Truax, Editor*, LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc., 2019.
  Chapter 5. Alimony

- *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect*, Renee C. Bauer, Addicus Books (2014).
  Chapter 10. Alimony

- *A Practical Guide to Divorce in Connecticut*, Barry F. Armata et al., Editor, (2014), Massachusetts Continuing Legal Education, with 2018 supplement.
  Chapter 6. Alimony

Section 2: Alimony Pendente Lite

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the grounds and procedures used for applying for and extending alimony pendente lite (temporary alimony while court proceeding is pending). Also includes the effect of prenuptial agreements on alimony.

DEFINITION:

- **Alimony Pendente Lite**: "means alimony or maintenance 'pending litigation' and is payable during the pendency of a divorce proceeding so as to enable a dependent spouse to proceed with or defend against the action." Jayne v. Jayne, 443 Pa. Super 664, 663 A.2d 169, 176 (Pa. Super. 1995).

- **Purpose**: "The purpose of alimony pendente lite is to provide support to a spouse [whom] the court determines requires financial assistance pending the dissolution litigation and the ultimate determination of whether that spouse is entitled to an award of permanent alimony." (Internal quotation marks omitted.) Friezo v. *Friezo*, 84 Conn. App. 727, 732, 854 A.2d 1119, cert. denied, 271 Conn. 932, 859 A.2d 930 (2004)." Dumbauld v. Dumbauld, 163 Conn. App. 517, 531, 136 A.3d 669, 678 (2016).

- "There is no absolute right to alimony." Weinstein v. Weinstein, 18 Conn. App. 622, 637, 561 A.2d 443 (1989).

STATUTES:

You can visit your local law library or search the most recent statutes and public acts on the Connecticut General Assembly website.

- Conn. Gen. Stat. (2019)
  - § 46b-82. Alimony.
  - § 46b-83. Alimony, support and use of family home or other residential dwelling unit awarded pendente lite. Voluntary leaving of family home by one parent.

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the Connecticut Law Journal and posted online.

- Connecticut Practice Book (2020)
  - Chapter 25. Superior Court—Procedure in family matters
    - § 25-24. Motions.
      - (a). Any appropriate party may move for alimony . . .
      - (b). Each such motion shall state clearly, in the caption of the motion, whether it is a pendente lite or a postjudgment motion.
    - § 25-29. Notice of orders for support or alimony
    - § 25-30. Statements to be filed

FORMS:

- MacNamara, Welsh, and George, editors. *Library of Connecticut Family Law Forms*, 2d ed., Connecticut Law Tribune, 2014.
  - 5-000 Commentary – Motions, pp. 260-262
  - 5-007 Motion for Alimony
  - 5-009 Motion for Alimony and Support

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  - § 32.3 Motion for orders before judgment (pendente lite) in family cases—Form
  - § 32.4 Motion for alimony and counsel fees pendente lite—Form
  - § 32.5 Motion for determination of alimony and child support—Form

- *A Practical Guide to Divorce in Connecticut*, Barry F. Armata et al., Editor, 2014, Massachusetts Continuing Legal Education, with 2018 supplement.
  Exhibit 2C – Sample Motion for Alimony, Pendente Lite

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

- Dumbauld v. Dumbauld, 163 Conn. App. 517, 136 A.3d 669 (2016). "The factors enumerated in General Statutes § 46b-82 (a) are 'the length of the marriage ... the age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, employability, estate and needs of each of the parties and the award, if any, which the court may make pursuant to section 46b-81, and, in the case of a parent to whom the custody of minor children has been awarded, the desirability and feasibility of such parent's securing employment.'" (p. 524)

  "On the basis of our comparison of §§ 46b–81 and 46b–83, we conclude that distribution of property is not authorized by § 46b–83. See *Rubin v. Rubin*, supra, 204 Conn. at 229, 527 A.2d 1184 ('the power of a court to transfer property from one spouse to the other must rest upon an enabling statute'). If a court orders the use of assets to pay pendente lite alimony, it decides the issue of property distribution before it is statutorily authorized to do so. We conclude that the trial court's order in the present case, given its specific factual findings and the absence of a finding of imputed income or lack of credibility, amounts to an impermissible pendente lite property distribution." (p. 531)

- Clark v. Clark, 127 Conn. App. 148, 158, 13 A. 3d 682 (2011). "Here, as in *Evans*, 'although the court did not expressly forgive the arrearage of pendente lite support, it failed to include the arrearage in its judgment dissolving the marriage. . . . [T]hat failure to include an arrearage in a final order of dissolution has the same effect on the party entitled to the pendente lite arrearage as it would have had if the court had expressly modified or forgiven the pendente lite order at the time of dissolution; it strips that party of a vested property right and constitutes an impermissible retroactive modification of the pendente lite orders in

violation of § 46b-86.'"

- Friezo v. Friezo, 84 Conn. App. 727, 733-734, 854 A.2d 1119 (2004). "The defendant also argued in his brief that because he was not permitted to cross-examine the plaintiff at length, he was unable to inquire into the facts underlying the court's pendente lite order. The defendant's claim is a generalization. He has not pointed to anything regarding the plaintiff's financial affidavit for which he does not have sufficient information. He notes that the 'fundamental purpose of alimony pendente lite is to provide the wife, during the pendency of the divorce action, with current support in accordance with her needs and the husband's ability to meet them' . . . .Given this rule, the defendant has not demonstrated that he has been harmed by the court's order because he is unable to meet the plaintiff's needs."

- Milbauer v. Milbauer, 54 Conn. App. 304, 311, 733 A.2d 907 (1999). "In support of her argument, the plaintiff cites *Sanchione v. Sanchione*, 173 Conn. 397, 404, 378 A.2d 522 (1977); *Elliott v. Elliott*, 14 Conn. App. 541, 544, 541 A.2d 905 (1988); *Trella v. Trella*, 24 Conn. App. 219, 221, 587 A.2d 162, cert. denied, 219 Conn. 902, 593 A.2d 132 (1991); and *Wolf v. Wolf*, 39 Conn. App. 162, 167, 664 A.2d 315 (1995), for the proposition that alimony pendente lite orders are not modifiable retroactively absent express statutory authorization. An examination of these cases, however, discloses that they are distinguishable from the present case. The cases cited by the plaintiff all deal, specifically, with the retroactive modification of alimony awards, either permanent or pendente lite, by the trial court *at or after the time of dissolution*. None deals directly with the retroactive modification of alimony pendente lite orders by the pendente lite court itself prior to the dissolution judgment.

  ....We find, therefore, that the trial court, sitting as it did as a pendente lite court, did not abuse its discretion in modifying the pendente lite award back to the date of the defendant's motion to modify."

- Wolf v. Wolf, 39 Conn. App. 162, 168, 664 A.2d 315 (1995). "As in the distribution of marital assets, the trial court is afforded broad discretion in making awards of alimony. *Askinazi v. Askinazi*, 34 Conn. App. 328, 330-31, 641 A.2d 413 (1994). Although this discretion must be exercised after consideration of the factors enumerated in General Statutes § 46b-82,[3] we will 'indulge every reasonable presumption in favor of the correctness of the trial court's action....' Id., 331. It is clear from the memorandum of decision that the trial court considered all the appropriate statutory factors in making the award of alimony....

The trial court noted in its decision that it was basing the alimony award on the defendant's earning capacity, and not necessarily on her stated desires regarding employment. This is a permissible rationale for an alimony award. *Vandal v. Vandal*, 31 Conn. App. 561, 566, 626 A.2d 784 (1993)…. Thus, the alimony award fashioned by the court provided an opportunity for the defendant, by allowing her to complete her residency and to develop a practice, to realize a standard of living similar to that achieved during the parties' marriage. The trial court did not abuse its discretion in making this award. See *Wolfburg v. Wolfburg*, 27 Conn. App. 396, 400, 606 A.2d 48 (1992)."

- Siracusa v. Siracusa, 30 Conn. App. 560, 566, 621 A.2d 309 (1993). "The court looked specifically at the occupations, skills and employability of the parties. It found that the plaintiff, with three years of college education, had worked as a waitress, had obtained her real estate agent's license, and had some experience in the moving business. The defendant, a college graduate, is the chief executive officer of a moving and storage company he established twelve years ago. The trial court found that '[f]rom the nature of the occupations and skills of the parties . . . [the] defendant has a far greater opportunity than does the plaintiff for the future acquisition of capital assets or income.'"

- Martone v. Martone, 28 Conn. App. 208, 216, 611 A.2d 896, cert. granted in part 224 Conn. 909 (1992). "An award of alimony is based primarily on a spouse's continuing duty to support. *Hotkowski v. Hotkowski, 165 Conn. 167, 170, 328 A.2d 674 (1973)*. General Statutes § 46b-82 governs the award of alimony and specifically states it may be in addition to a property distribution award pursuant to § 46b-81. The court, when awarding alimony is required by § 46b-82 to consider each spouse's needs. The award of $12,500 for further repairs of the marital residence was within the court's discretion under § 46b-82. The award of $16,000 for past expenses related to the marital residence does not fall within the defendant's duty to support the plaintiff.
We recognize that a trial court in a marital dissolution action has broad discretion when fashioning financial orders such as alimony. *Rostain v. Rostain, 214 Conn. 713, 716, 573 A.2d 710 (1990)*; *Cahn v. Cahn, 26 Conn. App. 720, 731, 603 A.2d 759*, cert. granted, 221 Conn. 924, 608 A.2d 688 (1992). The court's broad discretion was limited in this case to a determination of alimony and support. It had no jurisdiction and, therefore, had no discretion to alter the prior distribution of assets that had been the subject of the parties' stipulation."

- Febbroriello v. Febbroriello, 21 Conn. App. 200, 572 A. 2d 1032 (1990). "An order for alimony and support pendente lite is 'interlocutory and terminates with the judgment that

follows it.... In other words, the judgment ... was final unless set aside by the court, and it disposed with finality of all interlocutory orders.' *Saunders* v. *Saunders,* 140 Conn. 140, 146, 98 A.2d 815 (1953). The dismissal here was a final judgment. 'An order of nonsuit terminates an action when it is issued and no further proceedings are necessary.' *Osborne* v. *Osborne,* 2 Conn. App. 635, 638, 482 A.2d 77 (1984).

The plaintiff correctly concedes that the pendente lite orders necessarily lapsed when the action was dismissed." (p. 206)

"The plaintiff further argues that even if the agreement fails, the defendant violated his statutory obligation to provide 'reasonable support' to the family. See General Statutes § 46b-37. Although we conclude that the pendente lite orders lapsed with the court's dismissal of the case and that no agreement survived that dismissal, we, nevertheless, hold that the trial court did not err in ordering the defendant to pay the plaintiff $7500 for his failure to provide reasonable support." (p. 207)

"On the basis of the evidence before the trial court, we cannot say that it was error to order the defendant to pay $7500 for failure to provide support during the eight months preceding the trial." (p. 210)

- Bauer v. Bauer, 173 Conn. App. 595, 164 A.3d 796 (2017). "The inability of an obligor to pay court-ordered alimony, without fault on his part, is a good defense to a contempt motion. The burden of proving an inability to pay rests with the obligor. Whether the obligor has established his inability to pay by credible evidence is a question of fact. The obligor must establish that he cannot comply, or was unable to do so. It is then within the sound discretion of the court to deny a claim of contempt when there is an adequate factual basis to explain the failure to pay. *Afkari-Ahmadi v. Fotovat-Ahmadi, 294 Conn. 384, 397-98, 985 A.2d 319 (2009).*"

WEST KEY NUMBERS

- *Divorce*
  (B) Preliminary matters – Spousal support pending procedures # 530-552

DIGESTS:

- West's Connecticut Digest
  Divorce
  V. Spousal Support, Allowances, and Disposition of Property
  (B) Preliminary Matters
  Spousal Support Pending Proceedings, §§ 530-557.

- Dowling's Digest: *Dissolution of marriage*
  § 15 Pendente Lite Awards

- Cynthia C. George and Aidan R. Welsh, *Connecticut Family Law Citations*, LexisNexis, 2019.
  Chapter 8. Alimony
  § 8.02 Pendete Lite of Alimony

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d Divorce and Separation* (2018)
  III. Spousal Support; Alimony and Other Allowances
  B. Temporary Alimony
  1. In general §§ 579-582
  2. Circumstances affecting right to allowance §§ 583-586
  3. Procedure §§ 587-590
  4. Temporary allowance pending appeal §§ 591-594
  5. Amount of allowance §§ 595-599
  6. Modification of Award §§ 600-602
  7. Commencement, duration and termination of allowance §§ 603-606

- 27B *C.J.S.* Divorce (2016).
  V. Alimony, Maintenance and Support and Other Allowances, Generally
  A. Introduction; general considerations
  1. Overview of alimony §§ 500-502
  2. Classifications and distinctions §§ 503-507
  §§ 504. Temporary alimony
  3. Jurisdiction and power of courts §§ 508-510
  B. Temporary alimony
  1. In general §§ 511-515
  2. Circumstances affecting allowance §§ 516-526
  3. Defenses and objections §§ 527-529
  4. Temporary alimony allowance
  A. In general §§530-536
  B. Amount of temporary allowance §§ 537-541

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  Chapter 32. Temporary Alimony
  § 32:1 In general
  § 32:2 Time and method for raising claim
  § 32:6 Hearing
  § 32:7 Amount of order; factors to be considered
  § 32:8 Order, stipulation or voluntary compliance
  § 32:9 Enforcement
  § 32:11 Effect of prenuptial or other agreement relating to alimony
  Chapter 33. Alimony in general
  § 33:20 Security for award
  § 33:32 Effect of alimony award on existing arrearage

- *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce,* Barbara Kahn Stark, LawFirst Publishing, 2003.

Chapter 11. Alimony

- Louise Truax, Editor*, LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc., 2019.
  Chapter 5. Alimony
  Part III: Preparing for the Temporary Alimony Determination
  - § 5.13 CHECKLIST: Preparing for Temporary Alimony Determinations
  - § 5.14 Timing of temporary alimony orders
  - § 5.15 Producing documents at hearing
  - § 5.16 Determining factors to considered in ordering temporary alimony
  - § 5.17 Requiring temporary alimony to be paid out of assets or borrowing
  - § 5.18 Considering premarital agreements when making temporary alimony orders
  - § 5.19 Merging of temporary alimony orders into the final decree
  - § 5.20 Modifying temporary alimony orders

- *A Practical Guide to Divorce in Connecticut*, Barry F. Armata et al., Editor, 2014, Massachusetts Continuing Legal Education, with 2018 supplement.
  Chapter 2. Motion Practice for Temporary Orders
  - 2.5.1 Motions for Temporary Support

  Chapter 6. Alimony
  - § 6.8 Temporary Alimony

- 2 *Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2020, (also available on Lexis Advance).
  Chapter 11. Temporary Support

Section 3: Factors Considered in Awarding Alimony

A Guide to Resources in the Law Library

SCOPE: Factors used by the courts in making or modifying alimony in Connecticut, including factors specified in the Connecticut General Statutes.

SEE ALSO:

- For modification of alimony orders, see our research guide on Modification of Judgments in Family Matters.

DEFINITION:

- "A fundamental principle in dissolution actions is that a trial court may exercise broad discretion in awarding alimony and dividing property as long as it considers all relevant statutory criteria." Debowsky v. Debowsky, 12 Conn. App. 525, 526, 532 A.2d 591 (1987).

- "The court is to consider these factors in making an award of alimony, but it need not give each factor equal weight." Kane v. Parry, 24 Conn. App. 307, 313, 588 A.2d 227 (1991).

- "The court is not obligated to make express findings on each of these statutory criteria." Weiman v. Weiman, 188 Conn. 232, 234, 449 A.2d 151 (1982).

- "Where a statute provides that a court 'shall consider' certain enumerated factors in making a discretionary determination, such factors are generally not exhaustive." Dunleavey v. Paris Ceramics USA, Inc., 47 Conn. Sup. 565, 578, 819 A.2d 945 (2002).

- "We need not decide whether 'the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates' includes nonmonetary contributions. Sections 46b-81 (c), 46b-82 and 46b-84 (b) all require that the trial court consider the 'station' of each spouse. The most pertinent definition 'station' in Webster, Third New International Dictionary, is 'social standing.' A person's social standing is strongly correlated to his standard of living, although other factors may be important as well. Our courts have frequently considered the standard of living enjoyed by spouses in determining alimony or in dividing marital property. Whitney v. Whitney, 171 Conn. 23, 27-29, 368 A.2d 96 (1976); Tobey v. Tobey, 165 Conn. 742, 747-49, 345 A.2d 21 (1974); Stoner v. Stoner, 163 Conn. 345, 350, 307 A.2d 146 (1972); Morris v. Morris, 132 Conn. 188, 191-94, 43 A.2d 463 (1945). 'We cannot hold that the trial court, taking into consideration as it did the financial circumstances and standard of living of the parties, abused its discretion in ordering payments in the amount stated.' Morris v. Morris, supra, 193-94. Our courts have also considered the parties' standard of

living in determining child support payments. Burke v. Burke, 137 Conn. 74, 76-81, 75 A.2d 42 (1950); Morris v. Morris, supra.

In determining the assignment of marital property under § 46b-81 or alimony under § 46b-82, a trial court must weigh the 'station' or standard of living of the parties in light of other statutory factors such as the length of the marriage, employability, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income. Which spouse has primary physical custody of minor children is also a consideration in determining the division of marital assets. Charpentier v. Charpentier, supra, 154-56. The parties enjoyed a very high standard of living during their marriage. There is no question concerning the defendant's present and future ability to meet these financial orders, or to acquire capital assets and income. The marriage lasted twelve years. The trial court was clearly concerned that the children should be able to enjoy the same standard of living in California as they had in Avon. It indicated that it awarded the lot and $ 1,200,000 to the plaintiff to enable her to build a home in California comparable to the $ 675,000 family home in Avon. In view of the parties' standard of living, the length of the marriage, and the needs of the children, we conclude that the trial court did not abuse its discretion in its awards of marital assets, alimony and child support." Blake v. Blake, 207 Conn. 217, 231-233, 541 A.2d 1201 (1988).

- "Although the provisions for assignments of property and awards of alimony are contained in separate statutes, the standards by which the courts determine such awards are almost the same. *Pasquariello v. Pasquariello*, 168 Conn. 579, 583, 362 A.2d 835 (1975). The one characteristic which distinguishes a property assignment from an award of alimony is the court's duty, pursuant to subsection (c) of 46b-81, to in addition consider the 'contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates.' Id." O'Neill v. O'Neill, 13 Conn. App. 300, 306, 536 A.2d 978 (1988).

- "Thus, the court *must* consider all income of the parties whatever its source may be." Gay v. Gay, 70 Conn. App. 772, 778, 800 A.2d 1231, (2002).

- **Earning capacity**: "` is not an amount which a person can theoretically earn, nor is it confined to actual income, but rather it is an amount which a person can realistically be expected to earn considering such things as his vocational skills, employability, age and health.' (Internal quotation marks omitted.) *Fritz* v. *Fritz*, 127 Conn. App. 788, 796, 21 A.3d 466 (2011)." Callahan v. Callahan, 192 Conn. App. 634, 646, 218 A.3d 655 (2019).

STATUTES:

You can visit your local law library or search the most recent statutes and public acts on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019).
  § 46b-82. Alimony.
  "...In determining whether alimony shall be awarded, and the duration and amount of the award, the court shall consider the evidence presented by each party and shall consider the length of the marriage, the causes for the annulment, dissolution of the marriage or legal separation, the age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, employability, estate and needs of each of the parties and the award, if any, which the court may make pursuant to section 46b-81, and, in the case of a parent to whom the custody of minor children has been awarded, the desirability and feasibility of such parent's securing employment."....

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

- Halperin v. Halperin, 196 Conn. 603, 627, 230 A.3d 757 (2020) "We conclude that the court properly determined that, pursuant to the separation agreement, the plaintiff's income received from CSCE and ISOI was required to be included in the plaintiff's total income for purposes of calculating his unallocated support obligation."

- Toland v. Toland, 179 Conn. App. 800, 810, 182 A.3d 651 (2018). "The plaintiff claims that the arbitrator's award should be vacated because it violates public policy. According to the plaintiff, the arbitrator ignored or misapplied statutes and well established case law 'in rendering her utterly disproportionate award....' More specifically, she argues that the arbitrator failed to properly apply and consider all of the statutory factors in §§ 46b–81 and 46b–82. Because the arbitrator allegedly failed to properly apply and consider the statutory factors regarding how alimony is awarded and property is divided, the plaintiff claims that the award violates public policy.

  In response, the defendant argues that the plaintiff has not identified a well-defined and dominant public policy that the arbitrator's decision violates. He argues that 'there is no public policy that any particular outcome is required in a case such as this one,' where the governing statutes afford the arbitrator wide discretion in distributing marital property, awarding alimony, and awarding attorney's fees. We agree with the defendant."

- Powell-Ferri v. Ferri, 326 Conn. 457, 467, 165 A.3d 1124 (2017). "We have repeatedly recognized that '[i]n determining the assignment of marital property under § 46b-81 or alimony under § 46b-82, a trial court must weigh the 'station' or standard of living of the parties in light of other statutory factors such as the length of the marriage, employability, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income.'

Blake v. *Blake*, 207 Conn. 217, 232, 541 A.2d 1201 (1988)."

- Wood v. Wood, 170 Conn. App. 724, 729, 155 A.3d 816 (2017). "In the present case, the court did not abuse its discretion with respect to its alimony award to the plaintiff. As the plaintiff acknowledges, a court may consider unexercised stock options as either income for the purposes of an alimony award or marital property subject to distribution, but not both."

- Hornung v. Hornung, 323 Conn. 144, 146 A.3d 912 (2016). "Accordingly, the plaintiff's expenses do not represent the only factor that the trial court must consider when awarding alimony. On the contrary, § 46b-82 lists *thirteen* other factors that the court *must* consider when awarding alimony, in addition to the 'needs' of the recipient spouse. The court must not only examine the spouse's financial situation at the time of trial, but look ahead to his or her ability to generate income in the future. See General Statutes § 46b-82 (instructing court to consider spouse's 'age, health, station, occupation. . . earning capacity, vocational skills, education, [and] employability'). Several of the factors relate in no way to the spouse's expenses, such as the length of the marriage and the cause of the breakdown of the marriage. The trial court must also look to the *payor* spouse's financial situation, in addition to that of the recipient spouse. Specifically, the trial court must consider the *payor's* age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, and employability. These factors have nothing to do with the recipient spouse's claimed expenses. Thus, it cannot be said that the trial court was constrained by the plaintiff's claimed expenses in awarding alimony. The trial court instead had 'wide discretion' to ensure that the plaintiff and the parties' children continued to enjoy the standard of living of the marriage for years to come. (Internal quotation marks omitted.) Brody v. Brody, supra, 315 Conn. 300, 313, 51 A.3d 1121.

  The trial court's resolution of these factors in the present case further militates against characterizing the lump sum alimony award as a property distribution." (p. 164)

  "In light of these principles, we disagree with the defendant's contention that, because the combined alimony and child support payments exceed the plaintiff's claimed expenses, the lump sum alimony award is functionally a property distribution. The agreement's waiver of equitable distribution of property does not change this result. Although the agreement limited the court's discretion to distribute property, it did not limit the trial court's discretion to award alimony in any way. The agreement simply stated that 'a court of competent jurisdiction shall address the issues of alimony and/or child support ... in the event [of] ... divorce ....' Indeed, the Appellate Court recently rejected a nearly identical argument in *Brody* v. *Brody*,

supra, 136 Conn. App. at 790, 51 A.3d 1121, in which the trial court properly awarded lump sum alimony despite the existence of a prenuptial agreement in which the parties waived equitable distribution. The husband argued, as here, that 'the [trial] court improperly used the award of alimony to effectuate an improper distribution of property in violation of the parties' prenuptial agreement.' Id., at 788, 51 A.3d 1121. The Appellate Court disagreed, noting that the trial court had 'broad discretion' to award alimony because the prenuptial agreement 'by its clear terms, [was] concerned with equitable distributions of property ... not alimony awards.' Id., at 791, 51 A.3d 1121. Accordingly, we conclude that the lump sum alimony award does not constitute a functional property distribution in contravention of the parties' agreement." (p. 167)

- Mensah v. Mensah, 167 Conn. App. 219, 229–31, 143 A.3d 622, 628–29 (2016). "The court stated in its memorandum of decision that it had considered the criteria set forth in General Statutes § 46b–82 as to the assignment of alimony. The plaintiff argues, simply, that her twenty-one year marriage to the defendant warranted alimony and that the defendant had been dishonest regarding his income. The length of the parties' marriage, however, is but one factor that the court considered under § 46b–82 and is not in itself necessarily dispositive in determining whether alimony is appropriate. The court considered the range of factors in § 46b–82, and it was not an abuse of discretion to decline to award the plaintiff alimony solely on the basis of the marriage's duration."

- Zahringer v. Zahringer, 124 Conn. App. 672, 679, 6 A.3d 141 (2010). "The court concluded, on the basis of the demeanor, attitude and credibility of the plaintiff's father, that the funds provided to her were not gifts but were loans that must be paid back. 'It is the sole province of the trial court to weigh and interpret the evidence before it and to pass on the credibility of the witnesses.... It has the advantage of viewing and assessing the demeanor, attitude and credibility of the witnesses and is therefore better equipped than we to assess the circumstances surrounding the dissolution action.' (Citation omitted; emphasis in original; internal quotation marks omitted.) *Rubenstein v. Rubenstein*, 107 Conn. App. 488, 497, 945 A.2d 1043, cert. denied, 289 Conn. 948, 960 A.2d 1037 (2008)."

- Isham v. Isham, 292 Conn. 170, 184, 972 A.2d 228 (2009). "When examining the agreement in the present case in its entirety, including the reference to income, it is not clear and unambiguous whether the term salary was intended to reference only the defendant's regular payments from his employment or whether it was intended to have a broader meaning that would encompass any income from his employment.... We conclude, therefore, that the trial court improperly determined that the agreement clearly and

unambiguously linked the defendant's alimony payments to salary increases and that the term salary had a specific, narrow meaning."

- McMellon v. McMellon, 116 Conn. App. 393, 396, 976 A.2d 1 (2009). "As to the plaintiff's earnings, the court only needs to look at the income of the parties as one of the numerous statutory factors it must consider. The court, however, is not required to consider a party's current income in comparison to the party's previous income; it is at the court's discretion."

- Guarascio v. Guarascio, 105 Conn. App. 418, 421-422, 937 A.2d 1267 (2008). "The defendant first claims that the court improperly included in its alimony order a percentage of future additional gross income. We disagree...In its order, the court stated that the defendant would have to pay to the plaintiff a sum equal to a percentage of his additional gross income, which would include but not be limited to cash payments, bonuses and vested stock options. The defendant argues that the court could not make this order because it was making a modification of alimony without a showing of a substantial change of circumstances. We are not persuaded by this argument."

- Casey v. Casey, 82 Conn. App. 378, 385, 844 A.2d 250 (2004). "Applying those factual findings to the statutory considerations set forth in General Statutes §§ 46b-81 and 46b-82, we cannot reconcile the court's financial orders with its findings. We find no support in the statutory criteria for permitting the defendant to leave the marriage, no matter how brief in duration, saddled with a sizeable mortgage debt, when the proceeds of the increased debt inured almost exclusively to the plaintiff's benefit and when the plaintiff was awarded the property that enjoyed an appreciation in value and net equity as a result of the mortgage debt. That is particularly true when, as here, the evidence revealed that the defendant would be unable to make the monthly payments and, therefore, faced the daunting prospect of defaulting on the mortgage or selling the property in the near future. We conclude that the financial orders were logically inconsistent with the facts found and that the court could not reasonably have concluded as it did. A new hearing on the financial orders is necessary."

- Robelle-Pyke v. Robelle-Pyke, 81 Conn. App. 817, 823, 841 A.2d 1213 (2004). "A party's health is one of the statutory criteria that must be considered in the court's exercise of its broad discretion in awarding alimony; General Statutes § 46b-82; and distribution of assets; General Statutes § 46b-81. "Once the defendant put[s] her health in issue, it [is] incumbent on her to offer pertinent evidence to support her position." *Tevolini v. Tevolini*, 66 Conn. App. 16, 27, 783 A.2d 1157 (2001)."

- Gay v. Gay, 266 Conn. 641, 644, (2003). "We granted the plaintiff's petition for certification to appeal, limited to the following issue: "Did the Appellate Court properly conclude that capital gains on assets acquired after the marital dissolution decree constitute income for purposes of a postdecree modification of alimony?" *Gay* v. *Gay,* 261 Conn. 930, 806 A.2d 1064 (2002). For reasons that we will discuss more fully, however, we are persuaded that the Appellate Court's treatment of capital gains on assets acquired both at the time of and after marital dissolution requires clarification. "When the dictates of justice so demand, we may expand or modify a certified issue." *White* v. *Kampner,* 229 Conn. 465, 467 n.1, 641 A.2d 1381 (1994). Accordingly, we reframe the certified question as follows: "Did the Appellate Court properly conclude that: (1) capital gains on assets acquired at the time of the marital dissolution decree may not be considered at all for purposes of a postdecree modification of alimony; and (2) capital gains on assets acquired after the marital dissolution decree constitute income for purposes of a postdecree modification of alimony?"

  "[T]he purpose of both periodic and lump sum alimony is to provide continuing support." *Smith v. Smith*, 249 Conn. 265, 275, 752 A.2d 1023 (1999). At least where, as is generally the case, capital gains do not represent a steady stream of revenue,[3] the fact that a party has enjoyed such gains in a particular year does not provide a court with an adequate basis for assessing that party's long-term financial needs or resources. For this reason, we conclude that capital gains are not income for purposes of modification of an order for continuing financial support if those gains do not constitute a steady stream of revenue. This is true without regard to whether the assets from which those gains are derived were acquired before or after the dissolution. There is nothing in the record to suggest that the plaintiff can, through the ongoing sale of capital assets, maintain the income stream found by the trial court.[4] Accordingly, we conclude that, regardless of when the capital assets sold by the plaintiff were acquired, the gains on the assets were not income. (p. 647)

  The fact that capital gains on property distributed at dissolution may not be considered income under § 46b-82 does not mean, however, that changes in the value of such property, whether realized or not, may never be taken into consideration by a court in considering a modification of alimony. The fact that the trial court has no authority to modify the assignment of property made at dissolution; see General Statutes § 46b-86 (a); does not mean that the court cannot consider a change in the value of that property in determining whether there has been a substantial change of circumstances justifying the modification of an alimony award.[5] Accordingly, we answer the first certified question "no." (p. 648)

Accordingly, we affirm the Appellate Court's reversal of the judgment of the trial court on this alternate ground. We conclude, however, that the Appellate Court improperly directed the trial court to determine whether the plaintiff had realized capital gains from assets acquired after the dissolution and to treat those gains as income and, therefore, reverse that portion of the Appellate Court's rescript. (p. 648)

The Appellate Court's reversal of the judgment of the trial court is affirmed and the case is remanded to the Appellate Court with direction to remand the case to the trial court for a new hearing on the defendant's motion for modification. (p. 649)

- Lowe v. Lowe, 58 Conn. App. 805, 814, 755 A.2d 338 (2000). "In the present case, it was within the discretion of the court to determine that the parties enjoyed a station of life during their marriage that justified an award of alimony to the defendant . . . . Furthermore, the fact that the court reaffirmed the prior award of alimony and increased it due to the plaintiff's fraud implies that the court determined that there was a need for alimony, and that such an award was just and equitable."

- Simmons v. Simmons, 244 Conn. 158, 179, 708 A.2d 949 (1998). "We continue mindful of the substantial deference that this court affords the decisions of the trial court in a dissolution action . . . . We consider this case, however, to present one of those rare situations in which we must conclude that there was an abuse of that discretion."

- Caffe v. Caffe, 240 Conn. 79, 82, 689 A.2d 468 (1997). General Statutes §§ 46b-81, 46b-82 and 46b-84[3] set forth the criteria that a trial court must consider when resolving property and alimony disputes in a dissolution of marriage action. The court must consider all of these criteria. Siracusa v. Siracusa, 30 Conn. App. 560, 566, 621 A.2d 309 (1993). It need not, however, make explicit reference to the statutory criteria that it considered in making its decision or make express findings as to each statutory factor. "

- Durkin v. Durkin, 43 Conn. App. 659, 661, 685 A.2d 344 (1996). "Our review of the record, transcript and briefs reveals that the trial court properly considered the statutory criteria, the evidence and the financial affidavits of the parties. Accordingly, we conclude that the trial court did not abuse its discretion by finding the defendant at fault for the breakdown of the marriage and ordering him to pay periodic alimony."

- Blake v. Blake, 207 Conn. 217, 231, 541 A.2d 1201 (1988). "We need not decide whether 'the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates' includes nonmonetary contributions. Sections 46b-81 (c), 46b-82 and 46b-84 (b) all require that the trial court consider the 'station' of each spouse. The most

pertinent definition 'station' in Webster, Third New International Dictionary, is 'social standing.' A person's social standing is strongly correlated to his standard of living, although other factors may be important as well. Our courts have frequently considered the standard of living enjoyed by spouses in determining alimony or in dividing marital property. Whitney v. Whitney, 171 Conn. 23, 27-29, 368 A.2d 96 (1976); Tobey v. Tobey, 165 Conn. 742, 747-49, 345 A.2d 21 (1974); Stoner v. Stoner, 163 Conn. 345, 350, 307 A.2d 146 (1972); Morris v. Morris, 132 Conn. 188, 191-94, 43 A.2d 463 (1945)."

- Weiman v. Weiman, 188 Conn. 232, 234, 449 A.2d 151 (1982). "The court is not obligated to make express findings on each of these statutory criteria. *Dubicki* v. *Dubicki,* 186 Conn. 709, 716, 443 A.2d 1268 (1982); *Posada* v. *Posada,* 179 Conn. 568, 573, 427 A.2d 406 (1980). The purpose of alimony is to meet one's continuing duty to support; *Wood* v. *Wood,* 165 Conn. 777, 784, 345 A.2d 5 (1974); while the purpose of property division is to unscramble the ownership of property, giving to each spouse what is equitably his. *Beede* v. *Beede,* 186 Conn. 191, 195, 440 A.2d 283 (1982)."

- Thomas v. Thomas, 159 Conn. 477, 486, 271 A.2d 62 (1970). "Our alimony statute does not recognize any absolute right to alimony."

WEST KEY NUMBERS

- *Divorce*
  V. Spousal support, allowances and distribution of property
  C. Spousal support #558-638
  #618-635 Modification of judgment or decree
  #627 Grounds, factors, and defenses.

DIGESTS:

- West's Connecticut Digest
  Divorce
  V. Spousal Support, Allowances, and Disposition of Property
  (B) Spousal Support.
  Grounds and defenses in determining existence and amount of obligation, §§ 567-586.

- Cynthia C. George and Aidan R. Welsh, *Connecticut Family Law Citations*, LexisNexis, 2020.
  Chapter 8. Alimony
  § 8.03 Factors and Evidence Considered by Court

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d Divorce and Separation* (2018)
  III. Spousal Support; Alimony and Other Allowances
  B. Temporary Alimony
  2. Circumstances affecting right to allowance
  §§ 583-586
  5. Amount of allowance §§ 595-599
  6. Modification of award §§ 600-601
  D. Permanent alimony
  3. Determining right and amount of permanent alimony

A. In general §§664-666
B. Factors or circumstances determining permanent alimony §§ 667-674
C. Procedure for determining permanent alimony §§ 675-678
4. Term or duration of permanent alimony §§ 679-684
5. Award of permanent alimony after divorce or separation §§ 685-689
6. Judgment or decree of permanent alimony §§ 690-692
7. Modification of permanent alimony
A. In general §§ 693-696
B. Grounds for modification of permanent alimony §§ 697-706
C. Procedure for modification of permanent alimony §§ 707-710
8. Retrospective termination or modification of permanent alimony § 711

- 27B *C.J.S.* Divorce (2016).
V. Alimony, Maintenance and Support and Other Allowances, Generally
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§ 507. Reimbursement alimony
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B. Temporary alimony
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C. Award of Property
§ 648. Power to award property as, or in lieu of, alimony
§ 649. Where appropriate

5. Amount of allowance §§ 650-651
6. Modification or vacation of allowance
A. In general §§ 652-655
B. Power to modify or vacate §§ 656-675
C. Circumstances affecting modification or vacation
(1) In general §§ 676-686
(2) Change in financial status of parties §§ 687-695

- *Spousal Support On Termination Of Marriage*, 32 *POF 2d* 439 (1982).
§§ 10-24. Proof of right to spousal support and factors affecting amount of support
- *Wife's Ability to Support Herself*, 2 *POF 2d* 99 (1974).
I. Background
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§ 7. Increase in income from employment
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II. Proof of Former Wife's Ability to Earn Own Support
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- *Spousal Support on Termination of Marriage*, 32 *POF 2d* 439 (1982).
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§ 7. –Ability of wife to support herself; rehabilitative support
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§ 20. Monthly income and regular expenses
§ 21. Medical expenses
§ 22. Misconduct of supporting spouse
§ 23. Misconduct of supporting spouse
C. Testimony of Corroborating Witness
§ 24. Misconduct of supporting spouse

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  Chapter 33. Alimony in General
  § 33:4 Factors for consideration
  § 33:5 Length of the marriage
  § 33:6 Causes for the dissolution
  § 33:7 Age of the parties
  § 33:8 Health of the parties
  § 33:9 Station of the parties
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  § 33:12 Vocational skills and employability of the parties
  § 33:13 Estates of the parties
  § 33:14 Liabilities and needs of the parties
  § 33:15 Property division
  § 33:16 Desirability of custodial parent securing employment
  § 33:17 Other factors considered

- Barbara Kahn Stark, *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce,* LawFirst Publishing, (Revised and updated 2003).
  Chapter 11 Alimony

- Louise Truax, Editor*, LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc. (2019).
  - Chapter 5. Alimony
  - Part II: Evaluating the Alimony Statutory Factors
    - § 5.03 CHECKLIST: Evaluation the Alimony Statutory Factors
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    - § 5.10 Assessing the occupation, vocational skills, education, and employability of each party
    - § 5.11 Establishing needs, station in life, and estate of each party
    - § 5.12 Determining the need for caretaking of the minor child

- Renee C. Bauer, *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect* (2014).
  - Chapter 10. Alimony

- *A Practical Guide to Divorce in Connecticut*, Barry F. Armata et al., Editor, (2014), Massachusetts Continuing Legal Education, with 2018 supplement.
  - Chapter 6. Alimony
    - § 6.2 C.G.S. § 46b-82: Determination of Alimony at Time of Divorce
    - § 6.4 Lifestyle
    - § 6.5 Earning Capacity

- 3 *Family Law and Practice,* Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2020 (also available on Lexis Advance).
  - Chapter 35. Permanent Spousal Support

Table 1: Statutory Factors in Awarding Alimony

Statutory Factors in Awarding Alimony		
Factors	**Rutkin***	**Truax****
Length of the marriage	§ 33.5	§ 5.05
Causes for the dissolution	§ 33.6	§ 5.06
Age of the parties	§ 33.7	§ 5.08
Health of the parties	§ 33.8	§ 5.07
Station of the parties	§ 33.9	§ 5.11
Occupation	§ 33.10	§ 5.10
Amount and sources of income	§ 33.11	§ 5.09
Vocation skills and employability of the parties	§ 33.12	§ 5.10
Estates of the parties	§ 33.13	§ 5.11
Liabilities and needs of each of the parties	§ 33.14	§ 5.11
Desirability of custodial parent securing employment	§ 33.16	§ 5.12

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* 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).

** Louise Truax, Editor*, LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc. (2019).

Section 4: Enforcing Alimony

A Guide to Resources in the Law Library

SCOPE: Bibliographic resources relating to procedures for enforcing alimony in Connecticut including defenses.

SEE ALSO:

- Enforcement of Family and Foreign Matrimonial Judgments in Connecticut
- Modification of Judgments in Family Matters (Section 1: Modification of Alimony)
- Motion for Clarification

DEFINITION:

- **Clear and convincing:** "`Clear and convincing proof is a demanding standard denot[ing] a degree of belief that lies between the belief that is required to find the truth or existence of the [fact in issue] in an ordinary civil action and the belief that is required to find guilt in a criminal prosecution.... [The burden] is sustained if evidence induces in the mind of the trier a reasonable belief that the facts asserted are highly probably true, that the probability that they are true or exist is substantially greater than the probability that they are false or do not exist.' (Internal quotation marks omitted.) *In re Justice V.*, 111 Conn.App. 500, 513, 959 A.2d 1063 (2008), cert. denied, 290 Conn. 911, 964 A.2d 545 (2009)." In re Carla C., 167 Conn.App. 248, 258, 143 A.3d 677 (2016).

- **Contempt:** "is a disobedience to the rules and orders of a court which has power to punish for such an offense . . . . A civil contempt is one in which the conduct constituting the contempt is directed against some civil right of an opposing party and the proceeding is initiated by him." (Emphasis added.) Stoner v. Stoner, 163 Conn. 345, 359, 307 A.2d 146 (1972).

- **Court Order Must Be Obeyed**: ". . . an order entered by a court with proper jurisdiction 'must be obeyed by the parties until it is reversed by orderly and proper proceedings.' (Internal quotation marks omitted.) [*Cologne v. Westfarms Associates*, 197 Conn. 141, 145, 496 A.2d 476 (1985)] Id. We noted that a party has a duty to obey a court order 'however erroneous the action of the court may be. . . .' (Internal quotation marks omitted.) Id. We registered our agreement with the 'long-standing rule that a contempt proceeding does not open to reconsideration the legal or factual basis of the order alleged to have been disobeyed. . . .' (Internal quotation marks omitted.) Id., 148. Finally, we emphasized that 'court orders must be obeyed; there is no privilege to disobey a court's order because the alleged

contemnor believes that it is invalid.'" Mulholland v. Mulholland, 229 Conn. 643, 649, 643 A.2d 246 (1994).

- **Motion For Clarification**: " . . . we conclude that where there is an ambiguous term in a judgment, a party must seek a clarification upon motion rather than resort to self-help." Sablosky v. Sablosky, 258 Conn. 713, 720, 784 A.2d 890 (2001).

- **Standard of review in family matters**: "The standard of review in family matters is well settled. An appellate court will not disturb a trial court's orders in domestic relations cases unless the court has abused its discretion or it is found that it could not reasonably conclude as it did, based on the facts presented. . . . In determining whether a trial court has abused its broad discretion in domestic relations matters, we allow every reasonable presumption in favor of the correctness of its action. . . . Appellate review of a trial court's findings of fact is governed by the clearly erroneous standard of review. The trial court's findings are binding upon this court unless they are clearly erroneous in light of the evidence and the pleadings in the record as a whole. . . . A finding of fact is clearly erroneous when there is no evidence in the record to support it . . . or when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed. . . . Therefore, to conclude that the trial court abused its discretion, we must find that the court either incorrectly applied the law or could not reasonably conclude as it did." (Internal quotation marks omitted.) Emerick v. Emerick, 170 Conn. App. 368, 378, 154 A.3d 1069, cert. denied, 327 Conn. 922, 171 A.3d 60 (2017)." Boreen v. Boreen, 192 Conn. 303, 309, 217 A.3d 1040 (2019).

- **Standard Of Appellate Review**: "A finding of contempt is a question of fact, and our standard of review is to determine whether the court abused its discretion in failing to find that the actions or inactions of the [party] were in contempt of a court order. . . . To constitute contempt, a party's conduct must be wilful. . . . Noncompliance alone will not support a judgment of contempt." (Citation omitted; internal quotation marks omitted.) Prial v. Prial, 67 Conn. App. 7, 14, 787 A.2d 50 (2001).

STATUTES:

You can visit your local law library or search the most recent statutes and public acts on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019)
  § 46b-8. Motion for modification combined with motion for contempt (Repealed; effective October 1, 2013)
  § 46b-82. Alimony.
  § 46b-215. Relatives obliged to furnish support. Attorney General and attorney for town as parties. Orders.
  § 46b-215(a)(3). Proceedings to obtain orders of support under this section...

Chapter 817 Uniform Interstate Family Support Act
§ 46b-302 Definitions.
(25) "Spousal support order" means a support order for a spouse or former spouse of the obligor.
(28) "Support order" means a judgment, decree, order, decision or directive, whether temporary, final or subject to modification, issued in a state or foreign country for the benefit of a child, a spouse or a former spouse, which provides for monetary support, health care, arrearages, retroactive support or reimbursement for financial assistance provided to an individual obligee in place of child support. The term may include related costs and fees, interest, income withholding, automatic adjustment, reasonable attorney's fees and other relief.
(29) "Tribunal" means a court, administrative agency or quasi-judicial entity authorized to establish, enforce or modify support orders or to determine parentage of a child.
§ 46b-303.State tribunal and support enforcement agency
(a) The Superior Court and the Family Support Magistrate Division of the Superior Court are the tribunals of this state.
(b) The Office of Child Support Services within the Department of Social Services and Support Enforcement Services of the Superior Court are the support enforcement agencies of this state.

- Conn. Gen. Stat. (2020 supplement)
  § 46b-231. Family Support Magistrate's Act. Definitions. Family Support Magistrate Division. Family support magistrates; appointment, salaries, powers and duties. Orders. Appeal. Attorney General; duties re actions for support. Department of Social Services; powers.
  § 46b-231(m). The Chief Family Support Magistrate and the family support magistrates shall have the powers and duties enumerated in this subsection.
  § 46b-231(m)(1-13). Spousal support in IV-D cases
  § 46b-231(n) (1) A person who is aggrieved by a final decision of a family support magistrate is entitled to judicial review by way of appeal under this section.
  § 46b-231(s). [Duties of the Support enforcement officers of Support Enforcement Services of the Superior Court.]
  § 46b-231(t). [Powers of the Attorney General]
  § 46b-231(u). [Powers of the Department of Social Services]

COURT RULES:

- Connecticut Practice Book (2020)
  Chapter 25 Superior Court—Procedure in family matters
  § 25-26. Modification of custody, alimony or support
  § 25-27. Motion for contempt

FORMS:

- Filing a Motion for Contempt - Connecticut Judicial Branch

- MacNamara, Welsh, and George, editors. *Library of Connecticut Family Law Forms*, 2d ed., Connecticut Law Tribune, 2014.
  5-035 Motion for Contempt Re: Unallocated Alimony and Support (Pendente Lite)
  16-000 Commentary – Post Judgment Pleadings, p. 542
  16-007 Motion for Contempt Re: Alimony Payments

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  § 34:9 Schedule for production at hearing--Form

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

- Cohen v. Cohen, 327 Conn. 485, 505, 176 A.3d 92 (2018). "Thus, in the absence of any other change in circumstances, the modification requested by the plaintiff in *Dan* could only have increased her standard of living to a level higher than that contemplated by the original alimony award. In contrast, the plaintiff in the present case was merely attempting to reinstate the percentage provision of the original award, thereby preserving its underlying purpose. Accordingly, we conclude the trial court was not required under *Dan* to presume in the present case that the exclusive purpose of the original alimony award was to allow the plaintiff to continue to enjoy the standard of living that that she enjoyed during the marriage.

  The judgment is affirmed."

- Krahel v. Czoch, 186 Conn. App. 22, 43, 198 A.3d 103 (2018). "Unlike orders for the periodic payment of alimony, the court does not retain continuing jurisdiction over orders of property distribution nor can it expressly reserve jurisdiction with respect to matters involving lump sum alimony or the distribution of property. As our Supreme Court explained in *Smith v. Smith*, 249 Conn. 265, 273, 752 A.2d 1023 (1999), "[o]n its face, the statutory scheme regarding financial orders appurtenant to dissolution proceedings prohibits the retention of jurisdiction over orders regarding lump sum alimony or the division of the marital estate.... General Statutes § 46b-82 ... provides that the court may order alimony [a]t the time of entering the [divorce] decree.... General Statutes § 46b-86, however, explicitly permits only modifications of any final order[s] for the *periodic payment of permanent alimony* .... Consequently, the statute confers authority on the trial courts to retain continuing jurisdiction over orders of periodic alimony, but not over lump sum alimony or property distributions pursuant to § 46b-81." (Emphasis in original; internal quotation marks omitted.) Moreover, in *Bender v. Bender*, 258 Conn. 733, 761, 785 A.2d 197 (2001), our Supreme Court, albeit in dicta, expressly rejected the practice of reserving jurisdiction over personal property. Cf. *Cunningham v. Cunningham*, 140 Conn. App. 676, 686, 59

A.3d 874 (2013) (having determined formula for division of assets received by the defendant pursuant to non-qualified plan, court had discretion to retain jurisdiction to effectuate its judgment)."

- Medeiros v. Medeiros, 175 Conn. App. 174, 167 A.3d 967 (2017). "The defendant's second claim is that the trial court failed to determine that the evidence establishing its finding of contempt met the required clear and convincing standard of proof. We disagree...." (p. 192)

  "Neither the court's oral decision nor its written order, both issued on June 3, 2015, indicate what standard of proof the court applied, and the defendant did not seek articulation or reargument of its decision.[18] Consequently, because it is not otherwise clear from the record that an improper standard was applied, we presume that the court applied the clear and convincing evidence standard. Accordingly, we are not persuaded by the defendant's second claim." (p. 194)

- O'Brien v. O'Brien, 326 Conn. 81, 161 A.3d 1236 (2017). "During the pendency of the action, the plaintiff sold shares of stock and exercised certain stock options without first receiving permission from either the defendant or the trial court, as required by Practice Book § 25-5, which also provides that a party who fails to obey the orders automatically entered thereunder may be held in contempt of court....On appeal, the Appellate Court concluded that, in the absence of a finding of contempt, the trial court lacked the authority to afford the defendant a remedy for the plaintiff's violation of the automatic orders. See *O'Brien v. O'Brien*, 161 Conn. App. 575, 591, 128 A.3d 595 (2015)....We agree with the defendant that the trial court properly exercised its discretion in considering the plaintiff's violations of the automatic orders in its division of the marital assets, and, therefore, we reverse the judgment of the Appellate Court."

- Brochard v. Brochard, 165 Conn. App. 626, 637, 140 A.3d 254, 260 (2016). "Our Supreme Court recently clarified that we should utilize a two step inquiry when analyzing a judgment of contempt: 'First, we must resolve the threshold question of whether the underlying order constituted a court order that was sufficiently clear and unambiguous so as to support a judgment of contempt.... This is a legal inquiry subject to de novo review.... Second, if we conclude that the underlying court order was sufficiently clear and unambiguous, we must then determine whether the trial court abused its discretion in issuing, or refusing to issue, a judgment of contempt, which includes a review of the trial court's determination of whether the violation was wilful or excused by a good faith dispute or misunderstanding.'"

- Brody v. Brody, 315 Conn. 300, 315, 105 A.3d 887 (2015). "We now turn to the defendant's claim that the Appellate Court improperly concluded that Judge Wenzel properly applied a preponderance of the evidence standard of proof to his indirect civil contempt proceeding. The defendant acknowledges that certain Appellate Court cases indicate that civil contempt should be proven by a preponderance of the evidence; e.g., Gravius v. Klein, 123 Conn. App. 743, 749, 3 A.3d 950 (2010); but argues that this court should use the present appeal as an opportunity to hold that civil contempt must instead be proven by "` clear and convincing evidence....'" The defendant argues that this heightened standard of proof is appropriate because civil contempt proceedings: (1) are quasi-criminal and carry the threat of incarceration if there is a compliance failure; (2) may have important collateral consequences; and (3) are governed by the clear and convincing evidence standard in a majority of other jurisdictions, including the federal system....The plaintiff goes on to argue that, even if this court does adopt a clear and convincing evidence standard, that heightened standard would be met here. We disagree, and adopt the clear and convincing evidence standard of proof for indirect civil contempt proceedings.

- Khan v. Hilyer, 306 Conn. 205, 213 (2012). "Our conclusion that the contempt order in the present case is a final judgment is further supported by the unique place that family courts hold in this state's jurisprudence. This court has a long history of concluding that, within the context of family matters, orders that would otherwise be considered interlocutory constitute appealable final judgments."

- Isham v. Isham, 292 Conn. 170, 180, 972 A.2d 228 (2009). "It is well established that a separation agreement that has been incorporated into a dissolution decree and its resulting judgment must be regarded as a contract and construed in accordance with the general principles governing contracts. Issler v. Issler, 250 Conn. 226, 234, 737 A.2d 383 (1999). When construing a contract, we seek to determine the intent of the parties 'from the language used interpreted *in the light of the situation of the parties and the circumstances connected with the transaction*. . . . [T]he intent of the parties is to be ascertained by a fair and reasonable construction of the written words and . . . the language used must be accorded its common, natural, and ordinary meaning and usage where it can be sensibly applied to the subject matter of the contract.' (Emphasis added; internal quotation marks omitted.) Id., 235. 'When only one interpretation of a contract is possible, the court need not look outside the four corners of the contract. . . . Extrinsic evidence is always admissible, however, to explain an ambiguity appearing in the instrument. . . . Hare v. McClellan, 234 Conn. 581, 597, 662 A.2d 1242 (1995).' (Citation omitted; internal quotation marks omitted.)

Poole v. Waterbury, supra, 266 Conn. 89. 'When the language of a contract is ambiguous, the determination of the parties' intent is a question of fact.' (Internal quotation marks omitted.) O'Connor v. Waterbury, 268 Conn. 732, 743, 945 A.2d 936 (2008). When the language is clear and unambiguous, however, the contract must be given effect according to its terms, and the determination of the parties' intent is a question of law. Issler v. Issler, supra, 235.

The threshold determination in the construction of a separation agreement, therefore, is whether, examining the relevant provision in light of the context of the situation, the provision at issue is clear and unambiguous, which is a question of law over which our review is plenary."

- Lawrence v. Lawrence, 92 Conn. App. 212, 215, (2005). "In Connecticut, the general rule is that a court order must be followed until it has been modified or successfully challenged. *Eldridge v. Eldridge*, 244 Conn. 523, 530, 710 A.2d 757 (1998); *Behrns v. Behrns*, 80 Conn. App. 286, 289, 835 A.2d 68 (2003), cert. denied, 267 Conn. 914, 840 A.2d 1173 (2004).[3] Our Supreme Court repeatedly has advised parties against engaging in 'self-help' and has stressed that an 'order of the court must be obeyed until it has been modified or successfully challenged. ' (Internal quotation marks omitted.) *Sablosky v. Sablosky*, supra, 258 Conn. 719; see also *Eldridge v. Eldridge*, supra, 528-32 (good faith belief that party was justified in suspending alimony payment did not preclude finding of contempt); *Mulholland v. Mulholland*, 229 Conn. 643, 648-49, 643 A.2d 246 (1994); *Nunez v. Nunez*, 85 Conn. App. 735, 739-40, 858 A.2d 873 (2004). "

  "To be sure, some court orders are self-executing, either by their terms or by operation of law, and do not require a subsequent modification. See *Eldridge v. Eldridge*, supra, 244 Conn. 530. This case, however, does not involve such an order. "

- Fromm v. Fromm, 108 Conn. App. 376, 378, 948 A.2d 328 (2008). "Unlike *Bozzi*, the claimed prejudice in the present case is the fact that the defendant deliberately made it impossible for the plaintiff to comply with his alimony and support obligations. She also made no 'motion in the Superior Court alleging the plaintiff's wilful failure to pay alimony and child support.' The record supports the plaintiff's contention that he changed his position regarding his obligations as a result of her conduct."

- Nunez v. Nunez, 85 Conn. App. 735, 739, 858 A.2d 873 (2004). "Furthermore, in the present case, it is undisputed that the defendant failed to pay the ordered alimony and child support and that, as a result, a substantial arrearage accrued. "[A]n order of the court must be obeyed until it has been

modified or successfully challenged. . . . *Mulholland v. Mulholland*, 229 Conn. 643, 649, 643 A.2d 246 (1994) (a party has a duty to obey a court order however erroneous the action of the court may be . . .). [Our Supreme Court has] stated that [t]he fact that [a] plaintiff exercised *self-help* when he was not entitled to do so . . . by disobeying the court's order without first seeking a modification was a sufficient basis for the trial court's contrary exercise of discretion. The court was entitled to determine that to exonerate [that] plaintiff would be an undue inducement to litigants' exercise of *self-help*." (Citations omitted; emphasis in original; internal quotation marks omitted.) *Sablosky v. Sablosky*, 258 Conn. 713, 719-20, 784 A.2d 890 (2001).

- Issler v. Issler, 250 Conn. 226, 241, 737 A.2d 383 (1999). "Now, the plaintiff wants to receive alimony upon this money, even though she already has received her share of it as part of the property division. This windfall finds no support in either the terms of the agreement or basic principles of equity.

  In short, the defendant's interpretation of the agreement makes sense, and the plaintiff's interpretation does not. Because the defendant's actions comported with the only sensible interpretation of the agreement, the trial court improperly found him in contempt of court.

  The judgment of the Appellate Court is reversed and the case is remanded to that court with direction to vacate the trial court's order of contempt and to remand the case to the trial court to recalculate the defendant's alimony obligation consistent with this opinion."

- Issler v. Issler, 50 Conn. App. 58, 65, 716 A.2d 938 (1998). "...an equivocal court order will not support a finding of contempt...."

- Eldridge v. Eldridge, 244 Conn. 523, 529, 710 A.2d 757 (1998). "In order to constitute contempt, a party's conduct must be wilful . . . . A good faith dispute on legitimate misunderstanding of the terms of an alimony or support obligation may prevent a finding that the payor's nonpayment was wilful."

- Bryant v. Bryant, 228 Conn. 630, 637 A.2d 1111 (1994). "Before proceeding to the merits of the plaintiff's claims, we address the question we raised sua sponte concerning the appealability of the trial court's contempt finding. Specifically, we consider whether the trial court's contempt order that required the plaintiff to make a partial payment toward the established arrearage and to submit a proposed payment plan constituted a final judgment from which the plaintiff properly appealed to the Appellate Court. We conclude that the order of the trial court was appealable." (p. 634)

"We have recognized that some orders, however, are not readily classifiable as either final or interlocutory. Id., 753; *E.J. Hansen Elevator, Inc.* v. *Stoll*, supra, 627. "To evaluate those orders that lie in the `gray area,' we have in recent years relied on the standard articulated in *State* v. *Curcio*, 191 Conn. 27, 463 A.2d 566 (1983). That standard permits the immediate [appeal] of an order `in two circumstances: (1) where the order or action terminates a separate and distinct proceeding, or (2) where the order or action so concludes the rights of the parties that further proceedings cannot affect them.' Id., 31; *Success Centers, Inc.* v. *Huntington Learning Centers, Inc.*, 223 Conn. 761, 769, 613 A.2d 1320 (1992)." *Madigan* v. *Madigan*, supra, 753." [p. 635]

"Upon reconsideration of the appealability of a civil contempt finding based upon an arrearage determined by the court resulting from the contemnor's failure to make payments under a dissolution decree, we are persuaded that such a finding is a final judgment for purposes of appeal.[4] Although a finding of *criminal* contempt generally is not appealable until a sanction or punishment has been imposed; *In re Dodson*, 214 Conn. 344, 361, 572 A.2d 328, cert. denied, 498 U.S. 896, 111 S. Ct. 247, 112 L. Ed.2d 205 (1990); *State* v. *Curcio*, supra, 31; we do not believe that the same considerations apply in the context of a civil contempt finding where, as here, the contempt finding is premised upon a determination of the contemnor's financial obligations under a dissolution decree. In such circumstances, the civil contempt finding so substantially resolves the rights and duties of the parties that further proceedings relating to the judgment of contempt cannot affect them. See *State* v. *Curcio*, supra; see also *Madigan* v. *Madigan*, supra (order for temporary custody constitutes final judgment for appeal purposes); *Hiss* v. *Hiss*, 135 Conn. 333, 336, 64 A.2d 173 (1949) (order for temporary alimony and child support immediately appealable). We conclude, therefore, that a civil contempt finding based upon the determination of an arrearage under a dissolution decree is an appealable final order,[5] and that the Appellate Court had jurisdiction over the plaintiff's appeal." [p. 637]

- Perry v. Perry, 222 Conn. 799, 805, 611 A.2d 400 (1992). "inability to pay an order is a defense to a charge of contempt . . . . however, . . . the defendant has the burden of proof on this issue . . . ."

- Papcun v. Papcun, 181 Conn. 618, 620, 436 A.2d 608 (1980). "The defendant's contention that the plaintiff is barred by laches from collecting the arrearage is also unpersuasive. "Laches consists of two elements. `First, there must have been a delay that was inexcusable, and, second, that delay must have prejudiced the defendant.' *Kurzatkowski* v. *Kurzatkowski*, 142 Conn. 680, 685, 116 A.2d 906 (1955);

Kievman v. *Grevers,* 122 Conn. 406, 411, 189 A. 609 (1937); 27 Am. Jur. 2d, Equity § 152. The mere lapse of time does not constitute laches; *Finucane v. Hayden,* 86 Idaho 199, 206, 384 P.2d 236 (1963); 27 Am. Jur. 2d, Equity § 163; unless it results in prejudice to the defendant; see *Leary v. Stylarama of New Haven, Inc.,* 174 Conn. 217, 219, 384 A.2d 377 (1978); *Bianco v. Darien,* 157 Conn. 548, 556, 254 A.2d 898 (1969); as where, for example, the defendant is led to change his position with respect to the matter in question. *Pukas v. Pukas,* 104 R.I. 542, 545-46, 247 A.2d 427 (1968)." *Bozzi v. Bozzi,* 177 Conn. 232, 239, 413 A.2d 834 (1979).

A conclusion that a plaintiff has been guilty of laches is one of fact for the trier and not one that can be made by this court, unless the subordinate facts found make such a conclusion inevitable as a matter of law. *Bozzi v. Bozzi,* supra, 240. Although the defendant claims that he was prejudiced in that he remarried and incurred debts for the purchase of land, a truck, furniture and a boat in reliance on the plaintiff's failure to collect the court-ordered periodic payments, the court found that it was not the plaintiff's inactivity which led him to change his position. The defendant has not presented to this court facts which would make a conclusion that the plaintiff was guilty of laches inevitable as a matter of law.

To further support his claim, the defendant attempts to invoke the doctrine of equitable estoppel in that the plaintiff was precluded from asserting her claims for alimony and support payments. "` There are two essential elements to an estoppel— the party must do or say something that is intended or calculated to induce another to believe in the existence of certain facts and to act upon that belief; and the other party, influenced thereby, must actually change his position or do some act to his injury which he otherwise would not have done.'" *Spear-Newman, Inc. v. Modern Floors Corporation,* 149 Conn. 88, 91, 175 A.2d 565 (1961). The trial court found that the defendant had not changed his position in reliance on the plaintiff's nonenforcement of the orders of alimony and support. In the absence of prejudice, estoppel does not exist. The trial court also found that there is nothing in the record to indicate that the defendant did some act to his injury which he otherwise would not have done, which act was induced by any representations by the plaintiff. We cannot say that the trial judge was in error."

WEST KEY NUMBERS:

- *Divorce*
  V. Spousal Support, Allowances, and Disposition of Property #500-1399
  (F) Enforcement of judgment or decree in general #1000-1099
  (G) Contempt #1100-1129

DIGESTS:

- West's Connecticut Digest
  V. Spousal Support, Allowances, and Disposition of Property
  (F) Enforcement of judgment or decree in general #1000-

1099
(G) Contempt #1100-1129

- Dowling's Digest *Dissolution of marriage*
§ 18 Enforcement; Termination

- Cynthia C. George and Aidan R. Welsh, Connecticut Family Law Citations (2019).
Chapter 8. Alimony
§ 8.04[1] Arrearages Generally
§ 8.04[2] Contempt
§ 8.04[3] Defenses
Chapter 12. Enforcement of Orders
§ 12.02 Enforcement of Alimony and Child Support Order

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d Divorce and Separation* (2018)
III. Spousal Support; Alimony and Other Allowances
F. Enforcement of Judgment, Decree, or Order; Provisional Remedies
1. In general
A. General considerations §§ 718-728
B. Limitation of actions; laches; acquiescence §§ 729-733
2. What property may be reached
A. In general §§ 734-742
B. Trust interest of obligor §§ 743-747
3. Security for payment §§ 748-752
4. Lien of judgment or decree
A. In general §§ 753-759
B. Property subject to lien §§ 760-761
5. Provisional remedies and ne exeat
A. In general §§ 762-766
B. Injunctions and restraining orders §§ 767-771
C. Writ of ne exeat §§ 772-774
6. Contempt proceedings §§ 775-790

- 27B *C.J.S. Divorce* (2016).
§§ 743-839. Enforcement of order or decree
§ 759-763. Contempt proceedings

TREATISES:

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
Chapter 32. Temporary Alimony
§ 32:9 Enforcement
Chapter 33. Alimony in general
§ 33:32 Effect of alimony award on existing arrearage
Chapter 34. Enforcement of alimony and child support provisions of judgment
§ 34:1 In general
§ 34:2 Parties
§ 34:3 Jurisdiction for enforcement

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

§ 34:4 Contempt proceedings
§ 34:5 Contempt procedure
§ 34:8 Hearing
§ 34:10 Necessity of counsel in contempt proceedings
§ 34:11 Excuse or defense to contempt claim
§ 34:12 Inability to comply
§ 34:13 Irregularities or uncertainties as to terms of original order
§ 34:14 Laches and/or estoppel as a defense to contempt
§ 34:15 Estoppel—in-kind payments or other modifications
§ 34:16 Misconduct by the complaining party
§ 34:17 Contempt penalties and terms of payment
§ 34:18 Contempt penalties—incarceration
§ 34:19 Criminal action based on nonpayment of alimony or child support
§ 34:20 Enforcement of alimony or support obligation against property
§ 34:21 Receivership
§ 34:22 Garnishment or income withholding
§ 34:23 Voluntary income withholding
§ 34:24 Court-ordered income withholding
§ 34:25 Income withholding based on delinquency
§ 34:26 Priorities and exemptions associated with income withholding
§ 34:27 Employer obligations associated with income withholding
§ 34:28 Limitations of income withholding
§ 34:29 Payment through support enforcement office
§ 34:30 Withholding tax refunds
§ 34:31 Other federal remedies
§ 34:32 Writ of ne exeat
§ 34:33 Security for performance
§ 34:34 Claims for interest and/or damages
§ 34:35 Effect of pending claim for modification
§ 34:36 Effect of pending appeal

- Louise Truax, Editor, *LexisNexis Practice Guide: Connecticut Family Law*, Matthew Bender & Co., Inc., 2020.
  Chapter 17. Enforcement of Orders
  Part I: Strategy
  Part II: Filing Motions for Contempt
  § 17:03 Checklist: Filing Motions for Contempt
  Part III: Asserting Defenses to a Motion for Contempt
  § 17.11 Checklist: Asserting Defenses to a Motion for Contempt
  Part IV: Determining General Relief that may be sought in a Motion for Contempt

§§ 17.19 Checklist: Determining General Relief that may be sought in a Motion for Contempt
§ 17.20 Seeking an award of counsel fees
§ 17.21 Incarcerating the party held in contempt
§ 17.22 Assessing interest
§ 17.23 Enforcing a judgment through a separate civil action
Part V: Crafting Orders to Enforce Alimony and Child Support
§ 17.24 CHECKLIST: Crafting Orders to Enforce Alimony and Child Support

- 3 Joel M. Kaye and Wayne D. Effron, *Connecticut Practice Series: Civil Practice Forms*, 4th ed., (2004).
  Authors' Comments following Form 506.2, Motion for Contempt Pendente Lite [Post-Judgment]

- Renee C. Bauer, *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect* (2014).
  Chapter 10. Alimony

- A Practical Guide to Divorce in Connecticut, Barry F. Armata et al., Editor, (2014), Massachusetts Continuing Legal Education, with 2018 supplement.
  Chapter 17. Contempt

- 4 *Family Law and Practice* (2020). Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., (latest release, June 2020), (also available on Lexis Advance).
  Chapter 47. Enforcement of Court Orders

LAW REVIEWS:

- Leal, Manuel D. *Why there is disobedience of court orders: Contempt of court and neuroeconomics*. 26 *QLR* 1015 (2008).

- C. Forzani and B.G. Jenkins, *Enforcement Of Alimony Orders*, 4 *Connecticut Family Lawyer* 25, 28-30 (Fall 1989).

Section 5: Alimony and a Nonresident Party

A Guide to Resources in the Law Library

SCOPE: Bibliographic resources relating to alimony and a nonresident party including enforcement of alimony decree from another state in Connecticut

DEFINITIONS:

- **Spousal-support order:** "means a support order for a spouse or former spouse of the obligor." Conn. Gen. Stat. § 46b-302 (2019).
- **Long Arm Statute**: "The court may exercise personal jurisdiction over the nonresident party as to all matters concerning temporary or permanent alimony or support of children, only if: (1) The nonresident party has received actual notice under subsection (a) of this section; and (2) the party requesting alimony meets the residency requirement of section 46b-44." Conn. Gen. Stat. § 46b-46(b) (2019).
- **Personal jurisdiction**: "The determination of personal jurisdiction requires a two-fold approach. First, the court must determine whether the statutory requirements for service of process on a nonresident defendant, pursuant to § 46b–46, were satisfied. Second, whether the exercise of personal jurisdiction complies with the due process clause of the fourteenth amendment." Reza v. Leyasi, Superior Court, Judicial District of New Haven, Docket No. FA–02–0463536–S (May 24, 2004) (2004 WL 1327865) (2004 Conn. Super. LEXIS 1460).

STATUTES:

You can visit your local law library or search the most recent statutes and public acts on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019)
  - Chapter 815j. Dissolution of marriage, legal separation and annulment
    - § 46b-44. Residency requirement
    - § 46b-44(d). For the purposes of this section, any person who has served or is serving with the armed forces, as defined in section 27-103, or the merchant marine, and who was a resident of this state at the time of his or her entry shall be deemed to have continuously resided in this state during the time he or she has served or is serving with the armed forces or merchant marine.
    - § 46b-46. Notice to nonresident party. Jurisdiction over nonresident for alimony. "Long arm" statute
    - § 46b-82. Alimony
  - Chapter 817. Uniform Interstate Family Support Act
    - § 46b-311. Bases for jurisdiction over nonresident
- Conn. Gen. Stat. (2020 supplement)
  - Chapter 896. Civil Process, Service and Time for Return

§ 52-59b. Jurisdiction of courts over nonresident individuals, foreign partnerships and foreign voluntary associations. Service of process.

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

- Cizek v. Cizek, Superior Court, Judicial District of Hartford, No. FA-15-6061349-S (Feb. 22, 2016) (2016 WL 1099160) (2016 Conn. Super. LEXIS 398).
"...the defendant filed a motion to dismiss,...alleging that (i) this court lacks subject matter jurisdiction as the plaintiff does not meet the residency requirement under General Statutes §46b-44; (ii) even if the court were to find that the plaintiff meets the residency requirements of §46b-44, the court lacks personal jurisdiction over the defendant, and therefore, to exercise jurisdiction over the defendant would violate the defendant's constitutional rights of due process;..."

  "Here, the plaintiff has maintained his residency in the State of Connecticut since his enlistment in the Army. The parties married in St. Lucia, U.S. Virgin Islands. Immediately upon their marriage, they moved to Germany with the Army. They own a home in Germany, but they are not German citizens and may not lawfully stay in Germany after the plaintiff leaves the Army. The Army has discharged the plaintiff and will return the plaintiff to Connecticut, his home state of record. The parties have never lived in any other state of the United States of America as a married couple and they have filed joint taxes in the State of Connecticut. Therefore, since the plaintiff meets the residency requirement under C.G.S. § 46b–44, and since the parties have jointly filed taxes in the State of Connecticut, and no other state has jurisdiction over the parties, the court finds that it has personal jurisdiction of the defendant."

- Cashman v. Cashman, 41 Conn. App. 382, 387, 676 A.2d 427 (1996). "Section 46b-46 (b) is a long arm statute applicable to all matters concerning alimony and support, and is not limited to complaints for dissolution, annulment, legal separation and custody. Subsection (b) allows a court to assert personal jurisdiction over a nonresident defendant for judgments that operate in personam and bind the obligor personally; *Beardsley v. Beardsley*, 144 Conn. 725, 726-27, 137 A.2d 752 (1957); and imposes greater requirements than does subsection (a). In addition to the notice requirements identified in subsection (a), the party requesting alimony must meet the residency requirement of General Statutes § 46b-44 and show that Connecticut was the domicile of both parties immediately prior to or at the time of their separation."

- Cato v. Cato, 226 Conn. 1, 626 A.2d 734 (1993). "The defendant does not challenge the constitutionality of § 46b-46 or suggest that the statutory requirements, if met, do not comport with due process. Rather, the defendant argues that

because the statute provides the basis for obtaining jurisdiction, due process requires strict compliance with the methods set forth by the statute. He argues that the statute mandates an order of notice as a condition precedent to actual notice and submits that the plaintiff's failure to comply with this statutory requirement deprived him of his property without due process of law. We conclude that an order of notice under § 46b-46 is permissive, not mandatory, and is not a condition precedent to effective, in-hand service in another state pursuant to § 52-57a, which provides that `[a] person domiciled in or subject to the jurisdiction of the courts of this state ... may be served with process without the state, in the same manner as service is made within the state, by any person authorized to make service by the laws of the state, territory, possession or country in which service is to be made....'" (p. 4)

"We conclude that in a case such as this, where service of process can be accomplished by the most reliable means—that is, in-hand service of process by a process server in accordance with § 52-57a—an order of notice is not required pursuant to § 46b-46. Accordingly, the service of process issued to the defendant in this case was sufficient to provide the court with jurisdiction over the complaint and the defendant." (p. 9)

- Gaudio v. Gaudio, 23 Conn. App. 287, 580 A.2d 1212 (1990). "This appeal stems from an action for the dissolution of a marriage and fraudulent conveyance brought by the plaintiff. Arthur Gaudio, the plaintiff's former husband, was the original defendant (Gaudio). Frank Eannelli was later joined as a defendant in the fraudulent transfer count of the plaintiff's complaint. Only Eannelli has appealed from the judgment of the trial court."

  "Connecticut courts may assert personal jurisdiction over a nonresident defendant under General Statutes § 52-59b (a) (1), as long as that defendant transacts business within the state. The term 'transacts any business' has been construed to embrace 'a single purposeful business transaction.' Zartolas v. Nisenfeld, 184 Conn. 471, 474, 440 A.2d 157 (1981). In determining whether Eannelli's contacts constitute the transaction of business within the state, we do not apply a rigid formula but balance considerations of public policy, common sense, and the chronology and geography of the relevant factors. Id., 477.

  "In light of these standards, we conclude that the trial court was correct in finding that Eannelli had transacted business in Connecticut within the meaning of § 52-59b(a)(1). Testimony at the hearing on Eannelli's motion to dismiss indicated that he had traveled to Connecticut at least once and that he had reached an oral agreement to purchase the stock of a

Connecticut corporation in this state. By purchasing the stock, he purportedly became the sole stockholder of a close corporation the only asset of which was a parcel of commercial real estate in Connecticut. These facts reasonably support the conclusion that Eannelli's purposeful Connecticut related activity sufficiently brought him within the reach of the applicable long arm statute. See Hart, Nininger & Campbell Associates, Inc. v. Rogers, supra, 625." (p. 298)

- Krueger v. Krueger, 179 Conn. 488, 427 A.2d 400 (1980). "This case raises the question whether a California decree purporting to terminate a modifiable Connecticut alimony decree must be enforced in this state, either under the full faith and credit clause of the United States constitution or as a matter of comity, where the California court acted without first establishing the Connecticut decree as a California judgment. Our short answer to this question is no."

- Rose v. Rose, 34 Conn. Supp. 221, 223, 385 A.2d 1 (1977). "'It is undisputed that no alimony or counsel fees can be awarded in this state unless in personam jurisdiction has been acquired. *Robertson v. Robertson*, 164 Conn. 140, 144; *Beardsley v. Beardsley*, 144 Conn. 725, 726-27.'... Both parties concede that, on the basis of the undisputed facts of this case, an award for alimony and counsel fees cannot stand unless the defendant submits personally to the jurisdiction of this court or waives the jurisdictional defect. In *Beardsley v. Beardsley*, supra, 729-30, there is dicta to the effect that the defendant can file a special appearance and 'a plea of any kind raising any claim of lack of jurisdiction of his person.'"

WEST KEY NUMBERS:

- *Divorce*
  VII. Foreign Divorces
  #1444-1455 Support, maintenance, or alimony

DIGESTS:

- West's Connecticut Digest
  VII. Foreign Divorces
  §§ 1444-1449. Support, maintenance, or alimony
  § 1450. Jurisdiction of person or property; process

- Dowling's Digest: *Dissolution of Marriage*
  § 28. Foreign Decrees
  § 29. In General; Jurisdiction

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d Divorce and Separation* (2018)
  III. Spousal Support; Alimony and Other Allowances
  A. Alimony in general
  3. Court's power to grant award; jurisdiction
  §§ 575-578

VI. Foreign Divorces
D. Decrees concerning Alimony, child support, child custody, and visitation
1. Alimony
A. under the Uniform Interstate Family Support Act §§ 1046-1056
B. Other applicable law §§ 1057-1059

- 27B *C.J.S. Divorce* (2016).
  § 508-510. Jurisdiction and power of courts

- Annotation, *Decree For Alimony Rendered In Another State or country (or domestic decree based thereon) as subject to enforcement by equitable remedies or by contempt proceedings*, 18 *ALR2d* 862 (1951).

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  Chapter 31. Jurisdiction to award alimony
  § 31:2 Personal jurisdiction over the payor
  § 31:5 Jurisdiction based on property in the state
  § 31:6 Effect of lack of jurisdiction
  § 31:7 Continuing jurisdiction

- Louise Truax, Editor*, LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc. (2019).
  § 5.04 Understanding Alimony—Jurisdiction and Overview.

- Renee C. Bauer, *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect* (2014).
  Chapter 10. Alimony

- 5 *Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2020 (also available on Lexis Advance).
  Chapter 48. Interstate Support Proceedings

Section 6: Duration of Alimony in Connecticut

A Guide to Resources in the Law Library

SCOPE: Bibliographic sources relating to duration of alimony including time-limited and rehabilitative alimony. Also, termination of alimony, effect of remarriage and cohabitation.

SEE ALSO:

- For modification of alimony orders, see our research guide on Modification of Judgments in Family Matters.

DEFINITION:

- **REHABILITATIVE ALIMONY:** "'In particular, rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency.... Rehabilitative alimony is not limited to that purpose, however, and there may be other valid reasons for awarding it.' (Internal quotation marks omitted.) *Dees v. Dees*, 92 Conn.App. 812, 820, 887 A.2d 429 (2006)." Gamble-Perugini v. Perugini, 112 Conn. App. 231, 237, 962 A.2d 192 (2009).

STATUTES:

You can visit your local law library or search the most recent statutes and public acts on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019)
  § 46b-86 Modification of alimony or support orders and judgments
  Connecticut's "Cohabitation Statute"
  § 46b-86(b) In an action for divorce, dissolution of marriage, legal separation or annulment brought by a spouse, in which a final judgment has been entered providing for the payment of periodic alimony by one party to the other spouse, the Superior Court may, in its discretion and upon notice and hearing, modify such judgment and suspend, reduce or terminate the payment of periodic alimony upon a showing that the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party. In the event that a final judgment incorporates a provision of an agreement in which the parties agree to circumstances, other than as provided in this subsection, under which alimony will be modified, including suspension, reduction, or termination of alimony, the court shall enforce the provision of such agreement and enter orders in accordance therewith.

FORMS:

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  - § 35.32. Motion for modification of alimony based on cohabitation—Form

- MacNamara, Welsh, and George, editors. *Library of Connecticut Family Law Forms*, 2d ed., Connecticut Law Tribune, 2014.
  - 16-000 Commentary – Post Judgment Pleadings, p. 542
  - 16-005 Motion for Modification of Unallocated Alimony and Support (with OTSC papers)

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

- Boreen v. Boreen, 192 Conn. App. 303, 305, 217 A.3d 1040 (2019). "The plaintiff, Maya Boreen, appeals from the judgment of the trial court granting the postjudgment motion filed by the defendant, Kevin A. Boreen, to terminate alimony, to determine over-payments, and to set a repayment schedule on the ground that, under the parties' separation agreement, the defendant's alimony obligation terminated upon the court's finding that the plaintiff was 'living with another person.' The plaintiff claims that the court (1) erred in finding that she was 'living with another person' pursuant to General Statutes § 46b-86 (b),[1] and (2) improperly concluded that the only remedy available upon a finding that she was 'living with another person' was to terminate the defendant's alimony obligation. We disagree and, accordingly, affirm the judgment of the trial court.

- Krahel v. Czoch, 186 Conn. App. 22, 43 (2018). Unlike orders for the periodic payment of alimony, the court does not retain continuing jurisdiction over orders of property distribution nor can it expressly reserve jurisdiction with respect to matters involving lump sum alimony or the distribution of property. As our Supreme Court explained in *Smith v. Smith*, 249 Conn. 265, 273, 752 A.2d 1023 (1999), "[o]n its face, the statutory scheme regarding financial orders appurtenant to dissolution proceedings prohibits the retention of jurisdiction over orders regarding lump sum alimony or the division of the marital estate.... General Statutes § 46b-82 ... provides that the court may order alimony [a]t the time of entering the [divorce] decree.... General Statutes § 46b-86, however, explicitly permits only modifications of any final order[s] for the *periodic payment of permanent alimony* .... Consequently, the statute confers authority on the trial courts to retain continuing jurisdiction over orders of periodic alimony, but not over lump sum alimony or property distributions pursuant to § 46b-81." (Emphasis in original; internal

quotation marks omitted.) Moreover, in *Bender v. Bender*, 258 Conn. 733, 761, 785 A.2d 197 (2001), our Supreme Court, albeit in dicta, expressly rejected the practice of reserving jurisdiction over personal property. Cf. *Cunningham v. Cunningham*, 140 Conn. App. 676, 686, 59 A.3d 874 (2013) (having determined formula for division of assets received by the defendant pursuant to non-qualified plan, court had discretion to retain jurisdiction to effectuate its judgment).

- Spencer v. Spencer, 177 Conn. App. 504, 512, 173 A.3d 1 (2017). "Following oral argument on the motions, in its corrected memorandum of decision, the court terminated alimony on the ground of cohabitation. Specifically, the court based its termination on two findings: (1) '[t]he plaintiff has admitted that she began cohabitating with her boyfriend on or about October 1, 2013,' and (2) 'as a result of that cohabitation and the contribution[s] of [her boyfriend] to the plaintiff's household expenses, the plaintiff's financial needs have been altered.'

  Additionally, in responding to the plaintiff's argument that § 46b-86 (b) permitted the court to modify or suspend alimony instead of terminating it, the court stated the following: 'Once the fact of termination has been established, the final part of the inquiry is the effective date of that termination. Our case law clearly establishes that where, as here, the language of the decree provides for remedies separate from those contained in ... § 46b-86 (b), the language of the decree controls. Mihalyak v. Mihalyak, 30 Conn.App. 516, 520-22, 620 A.2d 1327 (1993)....' With respect to the effective date of termination, the court determined that the 'alimony termination provision was automatic and self-executing upon cohabitation.... See also Krichko v. Krichko, 108 Conn. App. 644, 648-52, 948 A.2d 1092, cert. granted, 289 Conn. 913, 957 A.2d 877 (2008) (appeal withdrawn May 19, 2009).' Thus, it determined that alimony terminated on 'September 30, 2013, the date [immediately preceding] the plaintiff's cohabitation.'

  With these additional facts in mind, we turn to our analysis of the plaintiff's first challenge to the court's termination of alimony. As previously explained, the crux of this challenge is that the court improperly construed the term 'cohabitation' in the dissolution judgment as not requiring evidence of a romantic or sexual relationship and, furthermore, that the defendant presented insufficient evidence that the plaintiff's 'cohabitation' with her boyfriend included a romantic or sexual relationship. We are not persuaded."

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- Horey v. Horey, 172 Conn. App. 735, 741–42, 161 A.3d 579 (2017). "In the present appeal, the trial court did not abuse its discretion by limiting the duration of the defendant's alimony award to the duration of the plaintiff's ownership of the LLC. It is well established that the trial court in a dissolution action has discretion to order a time limited alimony award. See, e.g., *Finan* v. *Finan*, supra, 100 Conn. App. [297] at 310–11, 918 A.2d 910 (time limited alimony is often awarded). Although such time limited awards are often awarded to provide interim support while one party acquires new skills and education to facilitate financial self-sufficiency, such awards are not limited to that purpose and are 'also appropriately awarded to provide interim support until a future event occurs that makes such support [more or] less necessary or unnecessary.' (Internal quotation marks omitted.) Id., at 310, 918 A.2d 910; see also *Mongillo* v. *Mongillo*, 69 Conn. App. 472, 478, 794 A.2d 1054, cert. denied, 261 Conn. 928, 806 A.2d 1065 (2002). Additionally, where an alimony award is modifiable as to amount or duration, any prejudice caused by the time limitation of the alimony award can be mitigated by timely filing a motion for modification of the alimony award. See *Mongillo* v. *Mongillo*, supra, at 479, 794 A.2d 1054."

- Gabriel v. Gabriel, 324 Conn. 324, 326, 152 A.3d 1230 (2016). "On appeal, the plaintiff claims that the Appellate Court incorrectly reversed the judgment of the trial court. Specifically, the plaintiff asserts that the Appellate Court incorrectly concluded that the trial court improperly: (1) denied the defendant's motion for contempt, which was based on the plaintiff's unilateral reduction in the unallocated alimony and child support; and (2) granted the plaintiff's motion for modification of unallocated alimony and child support. We agree with the plaintiff's claim regarding the motion for contempt, but disagree with his claim regarding the motion for modification. Accordingly, we affirm in part and reverse in part the judgment of the Appellate Court."

- Nation-Bailey v. Bailey, 316 Conn. 182, 193–94, 112 A.3d 144 (2015). "We conclude that § 3(B) of the agreement plainly and unambiguously provides that permanent termination of the unallocated support obligation is the sole remedy upon cohabitation by the plaintiff, particularly given the provision's use of the word 'until' without further qualification. As noted previously, § 3(B) of the agreement requires the payment of unallocated support 'until the death of either party, the [plaintiff's] remarriage or cohabitation as defined by ... § 46b–86 (b), or until August 1, 2011.' (Emphasis added.) We often consult dictionaries in interpreting contracts, including separation agreements, to determine whether the

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

ordinary meanings of the words used therein are plain and unambiguous, or conversely, have 'varying definitions in common parlance.' *Remillard v. Remillard*, 297 Conn. 345, 355, 999 A.2d 713 (2010); see also id., at 355–56, 999 A.2d 713 (comparing conflicting dictionary definitions of term ' "cohabitation" ' in determining that it was ambiguous for purpose of contract interpretation). Thus, we observe that the word 'until' is a 'function word to indicate continuance (as of an action or condition) to a specified time.' Merriam–Webster's Collegiate Dictionary (11th Ed.2003); see also id. (defining 'until' as conjunction for 'up to the time that')."

- Kovalsick v. Kovalsick, 125 Conn. App. 265, 273, 7 A.3d 924 (2010). "In the present case, we are presented with the situation in which a party appeals because the court failed to award the time limited alimony sought. See Deteves v. Deteves, 2 Conn.App. 590, 592, 481 A.2d 92 (1984) (award of only lump sum alimony and no periodic or rehabilitative alimony was abuse of discretion when court concluded plaintiff could ' "get some employment using her skills in embroidery and sewing" ' despite finding she had never worked outside home in this country) cf. Bornemann v. Bornemann, 245 Conn. 508, 511, 539, 752 A.2d 978 (1998) (award of rehabilitative alimony to wife for eighteen months not abuse of discretion; marriage of less than four years duration and wife college educated although with limited work history)."
  "Accordingly, under the circumstances present here, viewed in the light of the remaining financial orders, we conclude that the trial court abused its discretion by failing to award time limited or rehabilitative alimony to the plaintiff." [p. 275]

- de Repentigny v. de Repentigny, 121 Conn. App. 451, 460, 995 A.2d 117, (2010). "Time limited alimony is often awarded. [Our Supreme Court] has dealt with challenges to an award of time limited alimony on numerous occasions.... The trial court does not have to make a detailed finding justifying its award of time limited alimony.... Although a specific finding for an award of time limited alimony is not required, the record must indicate the basis for the trial court's award.... There must be sufficient evidence to support the trial court's finding that the spouse should receive time limited alimony for the particular duration established. If the time period for the periodic alimony is logically inconsistent with the facts found or the evidence, it cannot stand.... In addition to being awarded to provide an incentive for the spouse receiving support to use diligence in procuring training or skills necessary to attain self-sufficiency, time limited alimony is also appropriately awarded to provide interim

support until a future event occurs that makes such support less necessary or unnecessary. (Internal quotation marks omitted.) *Radcliffe v. Radcliffe*, 109 Conn.App. 21, 29, 951 A.2d 575 (2008)."

- Gamble-Perugini v. Perugini, 112 Conn. App. 231, 237, 962 A.2d 192, (2009). "In dissolution proceedings, the court must fashion its financial orders in accordance with the criteria set forth in General Statutes § 46b-82, which governs awards of alimony. See *Bartel v. Bartel*, 98 Conn. App. 706, 711, 911 A.2d 1134 (2006). 'In particular, rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency. . . . Rehabilitative alimony is not limited to that purpose, however, and there may be other valid reasons for awarding it.' (Internal quotation marks omitted.) *Dees v. Dees*, 92 Conn. App. 812, 820, 887 A.2d 429 (2005)."

- Mongillo v. Mongillo, 69 Conn. App. 472, 479, 794 A.2d 1054 (2002). "In the present case, the court awarded one year of alimony to the plaintiff on the basis of its finding that she was underemployed and would need only a short period of time to procure full-time employment. The court made those findings after hearing evidence concerning the plaintiff's education, prior employment and earnings history. We conclude that sufficient evidence was presented to support the court's durational alimony order."

- Distefano v. Distefano, 67 Conn. App. 628, 633, 787 A.2d 675 (2002). "In accordance with General Statutes § 46b-86(b) and the holding in DeMaria, before the pay-ment of alimony can be modified or terminated, two requirements must be established. First, it must be shown that the party receiving the alimony is cohabitating with another individual. If it is proven that there is cohabitation, the party seeking to alter the terms of the alimony payments must then establish that the recipient's financial needs have been altered as a result of the cohabitation. "Because, however 'living with another' person without financial benefit did not establish sufficient reason to refashion an award of alimony under General Statutes § 46b-81, the legislature imposed the additional requirement that the party making alimony payments prove that the living arrangement has resulted in a change in circumstances that alters the financial needs of the alimony recipient. Therefore, this additional requirement, in effect, serves as a limitation. Pursuant to § 46b-86 (b), the nonmarital union must be one with attendant financial consequences before the trial court

may alter an award of alimony." DeMaria v. DeMaria, supra, 247 Conn. at 720."

- Way v. Way, 60 Conn. App. 189, 199, 758 A.2d 884 (2000). "[L]ump sum alimony is a final judgment not modifiable by the court even if there is a change in circumstances . . . ."

- Ashton v. Ashton, 31 Conn. App. 736, 744, 627 A.2d 943 (1993). While "[u]nderlying the concept of time limited alimony is the sound policy that such awards may provide an incentive for the spouse receiving support to use diligence in procuring training or skills necessary to attain self-sufficiency" and it is thus generally employed for rehabilitative purposes, other reasons may also support this type of alimony award. (Internal quotation marks omitted.) Ippolito v. Ippolito, supra, 752. Such other purposes include providing interim support until a future event occurs that makes such support less necessary or unnecessary. Id.; Wolfburg v. Wolfburg, 27 Conn. App. 396, 606 A.2d 48 (1992).

  When awarding time limited alimony, the trial court need not make a detailed finding justifying its award. Ippolito v. Ippolito, supra, 751. "Although a specific finding for an award of time limited alimony is not required, the record must indicate the basis for the trial court's award.... There must be sufficient evidence to support the trial court's finding that the spouse should receive time limited alimony for the particular duration established. If the time period for the periodic alimony is logically inconsistent with the facts found or the evidence, it cannot stand." (Citation omitted; internal quotation marks omitted.) Id., 751-52.

- Ippolito v. Ippolito, 28 Conn. App. 745, 750, 612 A.2d 131, (1992). "The plaintiff next challenges the state trial referee's award of time limited alimony. The plaintiff argues that the referee failed to give any explanation or rationale for his award of time limited alimony and that the facts found by the referee do not support an award of time limited alimony. We agree. The referee noted in his decision that he examined and considered all relevant statutory provisions."

  "There must be 'sufficient evidence to support the trial court's finding that the spouse should receive time limited alimony for the particular duration established. If the time period for the periodic alimony is logically inconsistent with the facts found or the evidence, it cannot stand.' Henin v. Henin, supra, 392." (p. 751)

WEST KEY NUMBERS:

- *Divorce*
  V. Spousal Support, Allowances, And Disposition Of Property, K500-K1349
  (C) Spousal Support
  605 Extent of time of payments
  606 —In general
  607 —Commencement of obligation to pay
  608 —Rehabilitative awards; awards until self-supporting
  609 —Conditions terminating or suspending obligation
  610 —Proceedings for termination of alimony or support

DIGESTS:

- West's Connecticut Digest
  Divorce
  V. Spousal Support, Allowances, and Disposition of Property #500-1399
  (C) Spousal Support. Extent of time of payments §§ 605-610.

- Cynthia C. George and Aidan R. Welsh, *Connecticut Family Law Citations,* LexisNexis, 2019.
  Chapter 8. Alimony
  § 8.05 Lump Sum Alimony
  § 8.06 Time Limited Alimony
  § 8.07. Modification of Alimony
  [13] Termination

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

References to online databases refer to in-library use of these databases. Remote access is not available.

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  Chapter 33. Alimony in general
  § 33:22. Periodic payment
  § 33:23. Nominal award to retain jurisdiction
  § 33:25. Award of lump sum or property—Generally
  § 33:26. ___ Property awarded as alimony
  § 33:27. ___ Lump sum payments
  § 33:28. Term of alimony
  § 33:29. Fixed term
  § 33:30. Indefinite duration
  § 33:31. Second look
  § 33:35. Effect of remarriage
  § 33:36. Order for support of mentally ill spouse
  § 33:37. Time for entry of order
  § 33:38. Parties who may apply for order
  § 33:39. Duration of obligation

  Chapter 35. Modification of alimony provisions
  § 35:1. Modification of alimony

§ 35:2. Necessity of changed conditions
§ 35:21. Remarriage of payor
§ 35:22. Remarriage of payee
§ 35:23. Misconduct of the party receiving alimony
§ 35:25. Modification of alimony based upon cohabitation
§ 35:26. Proof of cohabitation

- Barbara Kahn Stark, *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce*, Addicus Books, revised and updated 2003.
  Chapter 11. Alimony.
  Open-ended alimony, p. 284-288
  Fixed-term alimony, pp. 288-290
  Purpose, Amount, and Duration, p. 292
  Termination, p. 294
  Cohabitation, p. 294

- Louise Truax, Editor*, LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc., 2019.
  Chapter 5. Alimony
  Part IV: Establishing Permanent Alimony Orders
  § 5.21 CHECKLIST: Establishing Permanent Alimony Orders
  § 5.22 Distinguishing Between Permanent and Temporary Alimony Orders
  § 5.23 Distinguishing Lump Sum Alimony from Periodic Alimony
  § 5.24 Determining the Amount of Periodic Alimony
  § 5.25 Setting the Duration of Alimony
  § 5.26 Making Unallocated Alimony and Support Orders – Tax Considerations for Pre 2019 Orders
  § 5.27 Using Safe Harbor Provisions
  § 5.28 Providing Security for Alimony

- Renee C. Bauer, *Divorce in Connecticut: The Legal Process, Your Rights, and What to Expect,* Addicus Books, 2014.
  Chapter 10. Alimony

- *A Practical Guide to Divorce in Connecticut*, Barry F. Armata et al., Editor, 2014, Massachusetts Continuing Legal Education, with 2018 supplement.
  Chapter 6. Alimony
  § 6.7 Lump-Sum Alimony
  § 6.15 Remarriage and Cohabitation

- 5 *Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2020 (also available on Lexis Advance).

Chapter 52. Modification of Matrimonial Determinations

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d* Divorce and Separation (2018)
  - III. Spousal Support; Alimony and Other Allowances
    - B. Temporary alimony
      - 7. Commencement, duration and termination of allowance
        - §§ 603-606
    - D. Permanent alimony
      - 4. Term or duration of permanent alimony
        - §§ 679-684
    - E. Rehabilitative alimony
      - §§ 712-717

- 27B *C.J.S.* Divorce (2016).
  - Temporary alimony
    - §§ 530-541. Temporary alimony allowance
  - Permanent alimony
    - §§ 600-609. Commencement and termination of allowance

- 79 *ALR 4th* Death of Obligor Spouse as Affecting Alimony (1990).

LAW REVIEWS:

- Cynthia George, *Rehabilitative Alimony: Do We Have It In Connecticut*, 3 *Connecticut Family Lawyer* (Spring 1988)

Section 7: Attorney's Fees and Expenses

A Guide to Resources in the Law Library

SCOPE: Bibliographic resources relating to the awarding of attorneys' fees and expenses in action for alimony awards

STATUTES:

You can visit your local law library or search the most recent statutes and public acts on the Connecticut General Assembly website.

- Conn. Gen. Stat. (2019)
  - § 46b-62. Orders for payment of attorney's fees and fees of guardian ad litem in certain actions. Limitations on orders for payment of fees to counsel or guardian ad litem for a minor child. Methodology for calculating fees on sliding-scale basis.
  - § 46b-87. Contempt of orders

FORMS:

- 8 *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  - Chapter 32. Temporary alimony
    - § 32.4. Motion for alimony (Pendente Lite)—Form
- 8A *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  - Chapter 45. Attorney fees and expenses
    - § 45.10. Motion for attorney and expert fees pendente lite—Form
    - § 45.13. Motion for counsel fees and expenses pending appeal—Form
    - § 45.20. Affidavit of services—Form
- MacNamara, Welsh, and George, editors. *Library of Connecticut Family Law Forms*, 2d ed. Connecticut Law Tribune, 2014.
  - 5-040 Motion for Counsel Fees
  - 5-041 Affidavit of Services
  - 5-042 Motion for Expert Fees
- *A Practical Guide to Divorce in Connecticut*, Barry F. Armata et al., Editor, 2014, Massachusetts Continuing Legal Education, with 2018 supplement.
  - Exhibit 2I – Sample Motion for Attorney Fees, Pendente Lite

CASES:

- Hornung v. Hornung, 323 Conn. 144, 175, 146 A.3d 912 (2016). "In the present case, given the vast liquid assets awarded to the plaintiff, and the modest nature of the attorney's fees when compared with those assets, the equitable factors in § 46b-82, as incorporated into § 46b-62,

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

do not justify the award."

- Olszewski v. Jordan, 315 Conn. 618, 620, 109 A.3d 910 (2015). "The principal issue in this appeal is whether attorneys are entitled by operation of law to equitable charging liens against marital assets for fees and expenses incurred in obtaining judgments for their clients in marital dissolution actions. The plaintiff, Ralph Olszewski, challenges the Appellate Court's conclusion that equitable charging liens are permissible in marital dissolution actions in Connecticut. He claims that they are barred by the Rules of Professional Conduct, they are not supported by Connecticut precedent, and the public policy considerations that justify equitable charging liens in other contexts do not apply in marital dissolution actions. The defendants Carlo Forzani and Carlo Forzani, LLC, respond that equitable charging liens against marital assets are permissible in Connecticut because the Rules of Professional Conduct specifically provide for charging liens, the rules do not preclude the use of charging liens in marital dissolution actions, and public policy considerations support their use in domestic relations matters. We agree with the plaintiff and reverse the judgment of the Appellate Court."

- LaBossiere v. Jones, 117 Conn. App. 211, 231, 979 A.2d 522 (2009). "A decision to award counsel fees in a marital dissolution dispute ordinarily is based on an appraisal of the respective financial ability of each party to pay his or her own fees. See General Statutes § 46b-62; *Koizim v. Koizim*, 181 Conn. 492, 500-501, 435 A.2d 1030 (1980). Where, however, 'a party has engaged in egregious litigation misconduct that has required the other party to expend significant amounts of money for attorney's fees, and where the court determines, in its discretion, that the misconduct has not been addressed adequately by other orders of the court, the court has discretion to award attorney's fees to compensate for the harm caused by that misconduct, irrespective of whether the other party has ample liquid assets and of whether the lack of such an award would undermine the court's other financial orders.' *Ramin v. Ramin*, 281 Conn. 324, 357, 915 A.2d 790 (2007); see also General Statutes § 46b-87."

- Medvey v. Medvey, 83 Conn. App. 567, 575, 850 A.2d 1092 (2004). "The defendant first posits that because his financial affidavit did not reflect an ability to pay the attorney's fees sought by the plaintiff, the court abused its discretion in awarding such fees. It is, however, well settled that pursuant to § 46b-87, the court has the authority to impose attorney's fees as a sanction for noncompliance with a court's dissolution judgment and that *'that sanction may be imposed without balancing the parties' respective financial abilities.'* (Emphasis added.) *Dobozy v. Dobozy*, 241 Conn. 490, 499,

697 A.2d 1117 (1997). As such, the defendant's contention is without merit."

- Jewett v. Jewett, 265 Conn. 669, 694, 830 A.2d 193 (2003). "In the present case, the trial court ordered the defendant to pay $7500 toward the plaintiff's attorney's fees. The trial court awarded attorney's fees because it concluded that 'much of the plaintiff's accrued or already paid legal fees have been caused by the defendant's failure . . . promptly and candidly [to] comply with numerous motions and discovery.' Moreover, the trial court awarded the plaintiff mostly nonliquid assets, such as the marital home and an interest in the defendant's pension that was not yet exercisable as of the date of dissolution. Conversely, the trial court noted that the defendant had converted most of his assets to cash. Accordingly, we find nothing in this record that persuades us that the trial court abused its discretion in ordering the defendant to pay a portion of the plaintiff's attorney's fees."

- Farrell v. Farrell, 36 Conn. App. 305, 650 A.2d 608 (1994). "The defendants make several arguments with respect to the award of attorney's fees. They first argue that the court abused its discretion under General Statutes § 46b-62 by awarding attorney's fees against the nonspouse defendants, Cifarelli and Palmieri. Pursuant to § 46b-62, 'the court may order ... *either spouse* or *either parent* to pay the reasonable attorney's fees of the other in accordance with their respective financial abilities and the criteria set forth in section 46b-82.' (Emphasis added.) Accordingly, attorney's fees in this case may be awarded only against a spouse. While not disputing this, the plaintiff presents several arguments in support of the award."

- Lev v. Lev, 10 Conn. App. 570, 524 A.2d 674 (1987). Neither the Supreme Court nor this court has passed upon the propriety of an award of counsel fees to a pro se litigant. Almost all the courts that have considered the issue, however, have refused to grant attorney's fees to pro se litigants, although for varying reasons....Courts have reasoned, among other things, that the purpose of an award of attorney's fees is to allow a party to obtain counsel rather than to compensate litigants for their time, and that, without statutory authorization for such fees, such an award is improper. See 34 Stan. L. Rev. 659, supra. Following this majority view, we hold that the defendant is not entitled to attorney's fees for her own efforts on this appeal.

  Nevertheless, the mere fact that the defendant entered a pro se appearance and filed a pro se brief does not mean that she may not have actually incurred attorney's fees by way of legal advice, consultation, research or assistance in the preparation and typing of her brief. Furthermore, we

recognize the proposition that an allowance to defend includes, in addition to attorney's fees, other items of expense such as fees and costs of transcripts. The order of the trial court awarding the allowance to defend the appeal, therefore, should be modified to reflect the actual amount, up to $1500, that defendant actually spent towards attorney's fees, if any, and other allowable expenses."

- Koizim v. Koizim, 181 Conn. 492, 501, 435 A.2d 1030 (1980). "Counsel fees are not to be awarded merely because the obligor has demonstrated an ability to pay….In making its determination regarding attorney's fees the court is directed by General Statutes 46b-62 to consider the respective financial abilities of the parties. *Murphy v. Murphy*, 180 Conn. 376, 380, 429 A.2d 897 (1980). Where, because of other orders, both parties are financially able to pay their own counsel fees they should be permitted to do so. Because the defendant had ample liquid funds as a result of the other orders in this case, there was no justification for an allowance of counsel fees."

- Murphy v. Murphy, 180 Conn. 376, 381, 429 A.2d 897 (1980). "Nowhere in the memorandum of decision or in the record does it appear that the court considered the criteria listed in General Statutes § 46b-82 in awarding attorney's fees. If we consider the financial position of the plaintiff as required by § 46b-82, there was no basis for the awarding of attorney's fees. No alimony was awarded to the plaintiff. It is true, as argued by the plaintiff, that although the statutory criteria for awarding alimony and attorney's fees are the same, the two awards are provided independently of each other in separate sections of the General Statutes. In this instance, however, not only did the court fail to award alimony, but it also stated, "no alimony is warranted by the evidence." Where it is clear that the court considered the evidence and found no basis for alimony, and where the same evidence must be considered for the award of attorney's fees, if there is no indication in the memorandum of decision or the record of any evidence which relates to one and not the other, there is error in the award of attorney's fees."

- Rose v. Rose, 34 Conn. Supp. 221, 223, 385 A.2d 1 (1977). "'It is undisputed that no alimony or counsel fees can be awarded in this state unless in personam jurisdiction has been acquired. *Robertson v. Robertson*, 164 Conn. 140, 144; *Beardsley v. Beardsley*, 144 Conn. 725, 726-27.'… Both parties concede that, on the basis of the undisputed facts of this case, an award for alimony and counsel fees cannot stand unless the defendant submits personally to the jurisdiction of this court or waives the jurisdictional defect. In *Beardsley v. Beardsley*, supra, 729-30, there is dicta to the effect that the defendant can file a special appearance

and 'a plea of any kind raising any claim of lack of jurisdiction of his person.'"

WEST KEY NUMBERS:

- *Divorce*
  V. Spousal support, allowances, and disposition of property, k1130-k1199
  (H) Counsel fees, costs, and expenses ##1130-1181

DIGESTS:

- West's Connecticut Digest
  Divorce
  V. Spousal Support, Allowances, and Disposition of Property
  (H) Counsel Fees, Costs, and Expenses, §§ 1130-1199.

- Cynthia C. George and Aidan R. Welsh, *Connecticut Family Law Citations*, LexisNexis, 2019.
  Chapter 16. Family Law Practice, Fees and Attorneys Generally
  § 16.03 Attorney and Guardian ad Litem Fees

- *Dowling's Digest* Dissolution of marriage
  § 16 Counsel Fees and Costs

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d* Divorce and Separation (2018)
  III. Spousal Support; Alimony and Other Allowances
  C. Suit money, counsel fees, and costs
  1. Suit money and counsel fees
  A. In general §§ 607-611
  B. Expenses associated with experts, guardians, detectives, and traveling §§ 612-615
  C. Interim allowances §§ 616-618
  D. Actions and proceedings in which allowance may be made §§ 619-627
  E. Circumstances affecting right to allowance §§ 628-636
  F. Procedure for allowance §§ 637-642
  G. Amount and payment of allowance §§ 643-647
  2. Costs §§ 648-651

- 27B *C.J.S.* Divorce (2016).
  V. Alimony, Maintenance and Support and Other Allowances, Generally
  C. Attorney's fees and expenses
  1. General considerations §§ 542-548
  2. Divorce or related actions appropriate for an award of attorney's fees §§ 549-551
  § 551—as to alimony or spousal
  3. Procedural status of case at time of award
  A. In general §§ 552-558
  B. Award of attorney's fees on or pending appeal §§ 559-561 Attorney fees and expenses
  4. Circumstances affecting allowance of attorney's fees

A. In general §§ 562-569
B. Financial circumstances of parties §§ 570-575
5. Amount of attorney's fees allowance
A. In general §§ 576-578
B. Factors considered in setting amount of attorney's fees awarded §§ 579-586
6. Defenses and objections §§587-588
7. Modification or termination of allowance §§ 589-591

- *Amount Of Allowance For Attorney Fees In Domestic Relations Action*, 45 *POF2d* 699 (1986).

TREATISES:

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- 8A *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
  Chapter 45. Fees and Costs
  § 45.2. Factors to be considered—Generally
  § 45.3. _____ Parties' financial abilities
  § 45.4. Effect of fault on claims for attorney's fees
  § 45.5. Parties subject to attorney's fee awards
  § 45.6. Amount of allowance
  § 45.7. Expert fees and allowances for other expenses
  § 45.8. Agreements or property settlement provisions relating to attorney fees
  § 45.9. Pendente lite award
  § 45.11. Award in final judgment
  § 45.12. Award on appeal
  § 45.14 Attorney's fees for modification and enforcement proceedings
  § 45.15. Attorney's fee award as sanction
  § 45.16. Fees for counsel for minor child or Guardian ad Litem
  § 45.17. Hearing requirements
  § 45.18. Enforcement of fee and expense awards
  § 45.19. Proof of attorney's fee claims

- Louise Truax, Editor, *LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc., 2019.
  Chapter 15. Counsel Fees
  Part II: Determining the Court's Authority to Make Counsel Fee Awards
  Part III: Providing Evidence of Counsel Fees

- 1 *Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2020 (also available on Lexis Advance).
  Chapter 8. Temporary Counsel Fees and Expert Fees
  Chapter 39. Permanent Counsel Fees

Section 8: Tax Consequences of Alimony

A Guide to Resources in the Law Library

SCOPE:

Taxable and deductible alimony payments, including Public Law 115-97. Public Law 115-97 made changes to the deductibility and taxability of alimony payments under federal tax law.

DEFINITION:

P.L. 115-97, Sec. 11051 "This section repeals the deduction for alimony or separate maintenance payments from the payor spouse and the corresponding inclusion of the payments in the gross income of the recipient spouse." Summary for H.R.1—115th Congress (2017-2018).

"Applicable to divorce or separation agreements entered into after 12/31/2018 or divorce or separation agreements modified after 12/31/2018 if they specifically mention this provision." Congressional Research Service Report, *The 2017 Tax Revision (P.L. 115-97): Comparison to 2017 Tax Law* (Feb. 6, 2018).

STATUTES:

You can visit your local law library or search the most recent U.S. Code on the U.S. Code website to confirm that you are accessing the most up-to-date laws.

Repeal applicable to any divorce or separation instrument executed after Dec. 31, 2018.

- **[Repealed]** Internal Revenue Code § 71 [26 USC § 71] (2017). Alimony and Separate Maintenance Payments.
- **[Repealed]** Internal Revenue Code § 215 [26 USC § 215] (2017). Alimony, etc., payments.
- **[Repealed]** Internal Revenue Code § 682 [26 USC § 682] (2017). Income of an estate or trust in case of a divorce, etc.

PUBLIC LAW:

- P.L. 115-97, Section 11051 (Bill Text, H.R 1), 2017 Tax Reform.

REGULATIONS:

You can visit your local law library or search the most recent C.F.R. on the e-CFR website to confirm that you are accessing the most up-to-date regulations.

26 CFR Part 1 (August 27, 2020)
Applicable Prior to Dec. 31, 2018
§ 1.71. Items specifically included in gross income
—1 Alimony and separate maintenance payments; income to wife or former wife
—1T Alimony and separate maintenance payments (temporary)
See Table 9: Questions and Answers § 1.215
—1 Periodic alimony, etc. payments
—1T Alimony, etc., payments (temporary)

FORMS:

- 1B *American Jurisprudence Legal Forms* (2008).
§ 17:84. Alimony and Separation—tax consequences of alimony and child support payments

- Barbara Kahn Stark, *Friendly Divorce Guidebook for Connecticut: Planning, Negotiating and Filing Your Divorce* (1998).

Chapter 11. Taxes.
Worksheet for recapture of alimony, p. 254

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.

- O'Brien v. O'Brien, 138 Conn. App. 544, 566, 53 A.3d 1039 (2012). "'[F]or income tax purposes an unallocated award of alimony and support is deductible by the [payor] and taxable to the [payee].' *Powers v. Powers*, 186 Conn. 8, 11, 438 A.2d 846 (1982). A trial court properly may consider the tax consequences of its award. Id., at 10, 438 A.2d 846.

  "In this case, if the court had articulated findings pursuant to the guidelines, it may well have undercut the tax benefits afforded the parties by an award of unallocated support. Given the argument of the plaintiff's counsel at the conclusion of trial, he and the plaintiff were well aware of the tax benefits and implications of unallocated support. Pursuant to his final argument, the plaintiff was willing to forego the tax benefits to him and pay child support beyond the limits and percentages established by the child support regulations, if the court did not award the defendant alimony."

- Dombrowski v. Noyes-Dombrowski, 273 Conn. 127, 131, 869 A.2d 164 (2005). "On appeal, the defendant claims that the trial court improperly characterized the lottery winnings as alimony as opposed to marital property because: (1) the trial court treated the lottery payments as marital property in its division of assets notwithstanding the label of alimony; and (2) the trial court's order is inconsistent with the definition of alimony set forth in the Internal Revenue Code."

- Wright v. Wright, 284 NW2d 894, 903 (1979). "It is not the labels placed by the payment which are determinative under the federal tax law. It is the structure and effect of the payments which control the characterization."

- Emmons v. Commissioner, 36 TC 728, 738 (1961). "For purpose of section . . . 71(a), the fact that a payment is labeled 'alimony' is not controlling. The reports are replete with unsuccessful attempts to achieve a desired descriptive terms for the transaction involved."

ENCYCLOPEDIAS:

- 24A *Am. Jur. 2d* Divorce and Separation (2018).
  Temporary alimony
  Amount of allowance
  § 610. Spouses' entire financial consideration
  Permanent alimony
  Factors or circumstances affecting amount of allowance
  § 689. Tax consequences of alimony award
  Modification of alimony awards
  Circumstances affecting right to modification
  § 746. Consideration of tax consequences

- 27B *C.J.S.* Divorce (2016).
  Permanent alimony
  Circumstances affecting allowance; mode and amount of allowance
  § 617. Tax consequences

PAMPHLETS:

- *Divorced Or Separated Individuals* (Internal Revenue Service Publication 504 for use in preparing return – see Alimony)

TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.

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8A *Connecticut Practice Series, Family Law And Practice with Forms*, 3d ed., Arnold H. Rutkin, et al., 2010, Thomson West, with 2019-2020 supplement (also available on Westlaw).
Chapter 56. Federal law affecting Connecticut domestic relations practice
§ 56.7. The impact of federal alimony rules

- Louise Truax, Editor*, LexisNexis Practice Guide: Connecticut Family Law*, 2020 edition, Matthew Bender & Co., Inc., 2019.
  Chapter 5. Alimony
  § 5.26 Making Unallocated Alimony and Support Orders – Tax Considerations for Pre 2019 Orders
  Chapter 18. Divorce Taxation
  § 18.07 Assessing the Tax Implications of Alimony and Child Support

- *A Practical Guide to Divorce in Connecticut*, Barry F. Armata et al., Editor, 2014, Massachusetts Continuing Legal Education, with 2018 supplement.
  Chapter 6. Alimony
  § 6.17 Tax Issues

- 4 *Family Law and Practice*, Arnold H. Rutkin, gen. ed., Matthew Bender & Co., Inc., 2020 (also available on Lexis Advance).
  Chapter 40. Tax Considerations: Spousal and Child Support

Table 2: Questions & Answers on Alimony and Taxes

26 CFR § 1.71-1T (April 1, 2017) **Applicable to divorce or separation instruments executed before Jan. 1, 2019.**		
Q-1	What is the income tax treatment of alimony or separate maintenance payments?	A-1
Q-2	What is alimony or separate maintenance payment?	A-2
Q-5	May alimony or separate maintenance payments be made in a form other than cash?	A-5
Q-9	What are the consequences if, at the time a payment is made, the payor and payee spouses are members of the same household?	A-9
Q-12	Will a divorce or separation instrument be treated as stating that there is no liability to make payments after the death of the payee spouse if the liability to make such payments terminates pursuant to applicable local law or oral agreement?	A-12
Q-13	What are the consequences if the payor spouse is required to make one or more payments (in cash or property) after the death of the payee spouse as a substitute for the continuation of pre-death payments which would otherwise qualify as alimony or separate maintenance payments?	A-13
Q-15	What are the consequences of a payment which the terms of the divorce or separation instrument fix as payable for the support of a child of the payor spouse?	A-15

Section 9: Words & Phrases: Alimony

ALIMONY: "The term alimony usually and technically means an allowance for spousal support and is distinguishable from property division and child support." In Re Marriage of Sjulin, 431 NW2d 773 (Iowa 1988).

COBRA: "At the time of the divorce, the defendant had health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) see Consolidated Omnibus Reconciliation Act of 1985, 29 U.S.C. §§ 1161 through 1168;". Winters v. Winters, 140 Conn. App. 816, 819, 60 A.3d 351 (2013).

COHABITATION: "...the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party." Conn. Gen. Stat. § 46b-86(b) (2019) .

CONSTRUCTIVE TRUST: "A constructive trust is an equitable remedy imposed to prevent unjust enrichment." *Gulack v. Gulack*, 30 Conn. App. 305, 311,620 A.2d 181 (1993). [*See*:] **"**The trial court also was in error in imposing a constructive trust in favor of the defendant on the jointly owned home." Brown v. Brown, 190 Conn. 345, 349, 460 A.2d 1287 (1983).

CONTEMPT: "is a disobedience to the rules and orders of a court which has power to punish for such an offense . . . . A civil contempt is one in which the conduct constituting the contempt is directed against some civil right of an opposing party and the proceeding is initiated by him." Stoner v. Stoner, 163 Conn. 345, 359, 307 A.2d 146 (1972).

COURT ORDER MUST BE OBEYED: ". . . an order entered by a court with proper jurisdiction 'must be obeyed by the parties until it is reversed by orderly and proper proceedings.' (Internal quotation marks omitted.) [*Cologne v. Westfarms Associates*, 197 Conn. 141, 145, 496 A.2d 476 (1985)] Id. We noted that a party has a duty to obey a court order 'however erroneous the action of the court may be. . . .' (Internal quotation marks omitted.) Id. We registered our agreement with the 'long-standing rule that a contempt proceeding does not open to reconsideration the legal or factual basis of the order alleged to have been disobeyed. . . .' (Internal quotation marks omitted.) Id., 148. Finally, we emphasized that 'court orders must be obeyed; there is no privilege to disobey a court's order because the alleged contemnor believes that it is invalid.'" Mulholland v. Mulholland, 229 Conn. 643 649, 643 A.2d 246 (1994).

DISCRETION, ABUSE OF: "Trial courts are vested with broad and liberal discretion in fashioning orders concerning the type, duration and amount of alimony and support, applying in each case the guidelines of the General Statutes. If the court considers the relevant statutory criteria when making its alimony and support award, the award may not be disturbed unless the court has abused its discretion." Hartney v. Hartney, 83 Conn. App. 553, 559, 850 A.2d 1098, cert. den. 271 Conn. 960 (2004).

DOUBLE DIPPING: "The general principle is that a court may not take an income producing asset into account in its property division and also award alimony based on that same income. See *Callahan* v. *Callahan,* 157 Conn. App. 78, 95, 116 A.3d 317, cert. denied, 317 Conn. 913, 116 A.3d 812 (2015) and cert. denied, 317 Conn. 914, 116 A.3d 813 (2015)." Oudheusden v. Oudheusden, 190 Conn. App. 169, 170, 209 A.3d 1282 (2019)

EARNING CAPACITY: "While there is 'no fixed standard' for the determination of an individual's earning capacity; *Yates v. Yates*, 155 Conn. 544, 548, 235 A.2d 656 (1967); it is well settled that earning capacity 'is not an amount which a person can theoretically earn, nor is it confined to actual income, but rather it is an amount which a person can realistically be expected to earn considering such things as his vocational skills, employability, age and health.' *Lucy v. Lucy*, 183 Conn. 230, 234, 439 A.2d 302 (1981)." Bleuer v. Bleuer, 59 Conn. App. 167, 170, 755 A.2d 946 (2000).

EMPLOYMENT, CHOICE OF: ". . . as the trial court noted, the parties are entitled to pursue any employment they choose so long as they do not fraudulently restrict their earning capacity for the purpose of avoiding support obligations." Jewett v. Jewett, 265 Conn. 669, 687, 830 A.2d 193 (2003).

EQUITABLE: "The trial court may award alimony to a party even if that party does not seek it and has waived all claims for alimony. Id., [102-105] (court free to reject stipulation of parties for no alimony as unfair and inequitable and to award $1 per year alimony). A trial court may award alimony as part of the court's general equitable power." Porter v. Porter, 61 Conn. App. 791, 797-798, 769 A.2d 725 (2001).

GROSS INCOME (Additional): "The defendant first claims that the court improperly included in its alimony order a percentage of future additional gross income. We disagree . . . . In its order, the court stated that the defendant would have to pay to the plaintiff a sum equal to a percentage of his additional gross income, which would include but not be limited to cash payments, bonuses and vested stock options. The defendant argues that the court could not make this order because it was making a modification of alimony without a showing of a substantial change of circumstances. We are not persuaded by this argument." Guarascio v. Guarascio, 105 Conn. App. 418, 421-422 (2008).

LIFE INSURANCE AS SECURITY FOR ALIMONY: "'The ordering of security for alimony by a trial court is discretionary under [General Statutes § 46b-82].' *Cordone v. Cordone*, supra, 51 Conn. App. [530,]534; General Statutes § 46b-82. The court's discretion, however, is not without limits. This court has held that the trial court must delve into certain matters before ordering a party to obtain life insurance to secure the payment of alimony. See *Michel v.Michel*, 31 Conn. App. 338, 341, 624 A.2d 914 (1993). Specifically, the court must engage in a search and inquiry into the cost and availability of such insurance. Id.; see also *Lake v. Lake*, 49 Conn. App. 89, 92, 712 A.2d 989, cert. denied, 246 Conn. 902, 719 A.2d 1166 (1998)." Parley v. Parley, 72 Conn. App. 742, 746, 807 A.2d 982 (2002).

LONG ARM STATUTE: "(b) The court may exercise personal jurisdiction over the nonresident party as to all matters concerning temporary or permanent alimony or support of children, only if: (1) The nonresident party has received actual notice under subsection (a) of this section; and (2) the party requesting alimony meets the residency requirement of section 46b-44." Conn. Gen. Stats. § 46b-46(b) (2019).

LUMP SUM ALIMONY: "Lump sum alimony, even where divided into instalments, is payable in full regardless of future events such as the death of the husband or the remarriage of the wife." Pulvermacher v. Pulvermacher, 166 Conn. 380, 385, 349 A.2d 836 (1974).

MOTION FOR CLARIFICATION: " . . . we conclude that where there is an ambiguous term in a judgment, a party must seek a clarification upon motion rather than resort to self-help." Sablosky v. Sablosky, 258 Conn. 713, 720, 784 A.2d 890 (2001).

NET vs. GROSS INCOME: "The court relied solely on the parties' gross incomes in fashioning the financial orders. We conclude, therefore, that the court improperly designed its financial orders by relying on the parties' gross incomes rather than on their net incomes." Ludgin v. McGowan, 64 Conn. App. 355, 359, 780 A.2d 198 (2001).

NOMINAL ALIMONY: "Finally, we recognize that a **nominal alimony** award may often be appropriate when the present circumstances will not support a substantial award. Nominal awards, however, are all that are necessary to afford the court continuing jurisdiction to make appropriate modifications. We have stated that 'because some alimony was awarded, [one dollar per year] with no preclusion of modification, if the circumstances warrant, a change in the award can be obtained at some future date.' *Ridgeway v. Ridgeway*, 180 Conn. 533, 543, 429 A.2d 801 (1980); see also General Statutes § 46b-86; *Ridolfi v. Ridolfi*, 178 Conn. 377, 379-80, 423 A.2d 85 (1979). Concededly, in this case, no significant alimony appears to have been warranted at the time of trial. This was particularly true because, at the time of dissolution, the defendant's salary was roughly equal to that of the plaintiff and, with further effort, could have been increased significantly. The failure to award any alimony at the time of trial, however, permanently precluded the defendant from seeking alimony at a future date should those circumstances change." Simmons v. Simmons, 244 Conn. 158, 185-186, 708 A.2d 949 (1998). [Emphasis added].

PENDENTE LITE: "means alimony or maintenance 'pending litigation' and is payable during the pendency of a divorce proceeding so as to enable a dependent spouse to proceed with or defend against the action." Jayne v. Jayne, 663 A.2d 169, 176 (Pa. Super. 1995).

PERMANENT ALIMONY: "Unless and to the extent that the decree precludes modification, any final order for the periodic payment of permanent alimony or support, an order for alimony or support pendente lite or an order requiring either party to maintain life insurance for the other party or a minor child of the parties may, at any time thereafter, be continued, set aside, altered or modified by the court upon a showing of a substantial change in the circumstances of either party or upon a showing that the final order for child

support substantially deviates from the child support guidelines established pursuant to section 46b-215a, unless there was a specific finding on the record that the application of the guidelines would be inequitable or inappropriate. . . Conn. Gen. Stats. § 46b-86(a) (2019).

"(b) In an action for divorce, dissolution of marriage, legal separation or annulment brought by a spouse, in which a final judgment has been entered providing for the payment of periodic alimony by one party to the other spouse, the Superior Court may, in its discretion and upon notice and hearing, modify such judgment and suspend, reduce or terminate the payment of periodic alimony upon a showing that the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party. In the event that a final judgment incorporates a provision of an agreement in which the parties agree to circumstances, other than as provided in this subsection, under which alimony will be modified, including suspension, reduction, or termination of alimony, the court shall enforce the provision of such agreement and enter orders in accordance therewith." Conn. Gen. Stats. § 46b-86(b) (2019).

REHABILITATIVE ALIMONY: "'In particular, rehabilitative alimony, or time limited alimony, is alimony that is awarded primarily for the purpose of allowing the spouse who receives it to obtain further education, training, or other skills necessary to attain self-sufficiency.... Rehabilitative alimony is not limited to that purpose, however, and there may be other valid reasons for awarding it.' (Internal quotation marks omitted.) *Dees v. Dees*, 92 Conn.App. 812, 820, 887 A.2d 429 (2006)." Gamble-Perugini v. Perugini, 112 Conn. App. 231, 237, 962 A.2d 192 (2009).

REMARRIAGE: "It is true that the subsequent remarriage of a divorced woman gives rise to an inference of abandonment of her right to alimony." Piacquadio v. Piacquadio, 22 Conn. Sup. 47, 49, 159 A.2d 628 (1960).

REQUEST FOR LEAVE: Official Judicial form (JD-FM-202) to be filed with Motion to Modify (JD-FM-174), if required. See Conn. Practice Book § 25-26 (2019).

STANDARD OF APPELLATE REVIEW: "A finding of contempt is a question of fact, and our standard of review is to determine whether the court abused its discretion in failing to find that the actions or inactions of the [party] were in contempt of a court order. . . . To constitute contempt, a party's conduct must be wilful. . . . Noncompliance alone will not support a judgment of contempt." (Citation omitted; internal quotation marks omitted.) Prial v. Prial, 67 Conn. App. 7, 14, 787 A.2d 50 (2001).

SUBSTANTIAL CHANGE OF CIRCUMSTANCES: "(a) Unless and to the extent that the decree precludes modification, any final order for the periodic payment of permanent alimony or support, an order for alimony or support pendente lite or an order requiring either party to maintain life insurance for the other party or a minor child of the parties may, at any time thereafter, be continued, set aside, altered or modified by the court upon a showing of a substantial change in the circumstances of either party or upon a showing that the final

order for child support substantially deviates from the child support guidelines established pursuant to section 46b-215a, unless there was a specific finding on the record that the application of the guidelines would be inequitable or inappropriate. There shall be a rebuttable presumption that any deviation of less than fifteen per cent from the child support guidelines is not substantial and any deviation of fifteen per cent or more from the guidelines is substantial. Modification may be made of such support order without regard to whether the order was issued before, on or after May 9, 1991. In determining whether to modify a child support order based on a substantial deviation from such child support guidelines the court shall consider the division of real and personal property between the parties set forth in the final decree and the benefits accruing to the child as the result of such division. After the date of judgment, modification of any child support order issued before, on or after July 1, 1990, may be made upon a showing of such substantial change of circumstances, whether or not such change of circumstances was contemplated at the time of dissolution. By written agreement, stipulation or decision of the court, those items or circumstances that were contemplated and are not to be changed may be specified in the written agreement, stipulation or decision of the court. This section shall not apply to assignments under section 46b-81 or to any assignment of the estate or a portion thereof of one party to the other party under prior law. No order for periodic payment of permanent alimony or support may be subject to retroactive modification, except that the court may order modification with respect to any period during which there is a pending motion for modification of an alimony or support order from the date of service of notice of such pending motion upon the opposing party pursuant to section 52-50. If a court, after hearing, finds that a substantial change in circumstances of either party has occurred, the court shall determine what modification of alimony, if any, is appropriate, considering the criteria set forth in section 46b-82. Conn. Gen. Stats. § 46b-86(a) (2019).

TIME LIMITED ALIMONY: "There are several valid reasons for the awarding of time limited alimony. One is the 'sound policy that such awards may provide an incentive for the spouse receiving support to use diligence in procuring training or skills necessary to attain self sufficiency.' (Internal quotation marks omitted.) Id. *Roach v. Roach*, [20 Conn. App. 500, 568 A.2d 1037 (1990)] supra, 506. A time limited alimony award generally is for rehabilitative purposes, but other reasons may also support this type of alimony award. Another reason is to provide support for a spouse until some future event occurs that renders such support less necessary or unnecessary. *Ippolito v. Ippolito*, [28 Conn. App. 745, 612 A.2d 131, cert. den. 224 Conn. 905 (1992)] supra, 752; *Wolfburg v. Wolfburg*, [27 Conn. App. 396, 606 A.2d 48 (1992)] supra, 400." Mathis v. Mathis, 30 Conn. App. 292. 294, 620 A.2d 174 (1993).