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ANGELINE BUCHENHOLZ *v.* CURT BUCHENHOLZ  
(AC 45226)

Prescott, Moll and Cradle, Js.

*Syllabus*

The defendant appealed to this court from the judgment of the trial court dissolving his marriage to the plaintiff and making certain financial orders. The plaintiff alleged in her complaint that the sole ground for the dissolution of the marriage was that it had broken down irretrievably. At trial, the plaintiff testified regarding several incidents of physical and sexual abuse by the defendant, which testimony the trial court found to be credible. In its memorandum of decision, the court stated that it was dissolving the parties' marriage on the ground that it had broken down irretrievably as a result of the defendant's behavior. It further found that the defendant had an earning capacity in excess of his pension and disability benefits, in light of testimony from both parties that he previously had earned additional income by repairing and selling chainsaws and firearms, and awarded the plaintiff alimony in an amount that reflected such additional earning capacity. *Held:*

1. The defendant's claim that the trial court abused its discretion by amending the plaintiff's complaint to allege intolerable cruelty as the ground for the dissolution of the parties' marriage was unavailing; the trial court did not state that it dissolved the parties' marriage on the ground of intolerable cruelty and there was nothing in its decision demonstrating that it had amended the plaintiff's complaint to allege intolerable cruelty, as its statement that it had "amend[ed] the [complaint] to conform to the extensive proof of the defendant's fault," when read in the context of its decision as a whole, merely demonstrated that the court recognized the plethora of evidence establishing that the defendant was at fault for the irretrievable breakdown of the parties' marriage; moreover, the trial court's finding that the defendant was at fault for the irretrievable breakdown of the marriage was a proper finding for the court to make.
2. The defendant's claim that his state and federal due process rights were violated because he did not receive adequate notice that the plaintiff would introduce testimony at trial to support her allegation of intolerable cruelty was unavailing; the plaintiff did not allege intolerable cruelty as the ground for dissolution in her complaint and there was nothing in the record supporting the defendant's position that the plaintiff was alleging intolerable cruelty as the ground for dissolution; moreover, the plaintiff's testimony regarding the physical and sexual abuse that she suffered at the hands of the defendant was relevant to the issue of fault in the breakdown of their marriage; furthermore, the record revealed that the defendant had sufficient time to conduct discovery and to prepare a defense with respect to the plaintiff's testimony regarding the incidents of abuse, as the plaintiff's attorney referenced such incidents in his opening statement and the plaintiff testified as to the incidents during the first day of trial, the defendant's attorney did not object to such testimony and had a full opportunity to, and did, cross-examine the plaintiff, and the trial took place over a period of approximately six months, during which time the defendant had the opportunity to either put forth additional evidence and secure additional witnesses or file a motion for a continuance for the purpose of conducting additional discovery.
3. The trial court did not abuse its discretion in its award of alimony payments to the plaintiff; the court's finding that the defendant had an additional earning capacity of \$90 in gross weekly income in excess of his pension and disability benefits was not improper, as testimony from both parties supported the court's finding that the defendant previously had earned income by repairing and selling chainsaws and firearms, and, although the parties gave conflicting testimony as to whether the defendant was able to continue to earn additional income in such a manner, the trial court expressly found that he could, and this court declined to disturb its credibility determination; moreover, the trial court did not abuse its discretion in awarding the plaintiff \$425 per week in alimony for a period

of nine years because it expressly considered the relevant statutory (§ 46b-82 (a)) factors in fashioning its award and concluded that the defendant did not account credibly for the reduction in his personal checking and savings accounts during the pendency of the trial, that the defendant's net weekly earnings were substantially more than the sum of his weekly expenses and liabilities, and that the defendant could, and previously had, earned more than he reported at the time of the trial.

Argued April 25—officially released August 15, 2023

*Procedural History*

Action for the dissolution of a marriage, and for other relief, brought to the Superior Court in the judicial district of Litchfield and tried to the court, *J. Moore, J.*; judgment dissolving the marriage and granting certain other relief, from which the defendant appealed to this court. *Affirmed.*

*David V. DeRosa*, for the appellant (defendant).

*Steven H. Levy*, for the appellee (plaintiff).

*Opinion*

MOLL, J. The defendant, Curt Buchenholz, appeals from the judgment of the trial court dissolving his marriage to the plaintiff, Angeline Buchenholz. On appeal, the defendant claims that (1) the court abused its discretion when it purportedly amended the plaintiff's complaint to allege intolerable cruelty, rather than the irretrievable breakdown of the marriage, as the ground for dissolution, (2) he did not receive adequate notice that the plaintiff would introduce testimony at trial in support of the purported ground of intolerable cruelty, and (3) the court abused its discretion in awarding alimony to the plaintiff.<sup>1</sup> We affirm the judgment of the trial court.

The following facts, as found by the trial court, and procedural history are relevant to our resolution of this appeal. The parties were married in July, 2006. No children were born of the marriage.

By complaint dated February 5, 2020, the plaintiff brought this action seeking dissolution of the parties' marriage. The sole ground for dissolution alleged in the complaint was that the marriage had broken down irretrievably.<sup>2</sup> On February 11, 2020, the plaintiff filed a motion for pendente lite alimony in which she requested alimony and a "[c]ontribution to [l]iving expenses." On March 6, 2020, the court, *Danaher, J.*, issued an order approving the parties' temporary agreement for pendente lite alimony, pursuant to which the defendant would pay the plaintiff \$400 per month in pendente lite alimony, the plaintiff was permitted to spend up to \$1200 per month using the parties' joint credit card in order to pay for "necessary expenses," and the defendant would be responsible for paying the credit card balance.

The matter was tried to the court, *J. Moore, J.*, on April 8, April 21, May 13, June 24 and October 27, 2021. The parties were the only witnesses who testified at trial, and several exhibits were admitted into the record.

On December 23, 2021, the court issued a memorandum of decision in which it dissolved the parties' marriage on the ground that the marriage had broken down irretrievably. In connection with the dissolution of the parties' marriage, the court ordered, inter alia, that (1) the defendant pay the plaintiff \$425 per week in alimony for a period of nine years, and (2) "[e]ach party may keep all firearms . . . presently in their possession . . . . [T]he plaintiff may keep firearms presently in her possession or control that the defendant claims to be his." This appeal followed. Additional facts and procedural history will be set forth as necessary.

We first address the defendant's claims that (1) the trial court abused its discretion when it purportedly

amended the plaintiff's complaint to allege intolerable cruelty as the ground for dissolution of the parties' marriage, and (2) he did not receive adequate notice that the plaintiff would introduce testimony to support the ground of intolerable cruelty, such that his rights to due process pursuant to the federal and state constitutions were violated. These claims are unavailing.

The following additional facts and procedural history are relevant to our resolution of the defendant's claims. As stated previously, both parties testified at trial. The court determined that the plaintiff's testimony was credible and concluded that the plaintiff was not at fault for the irretrievable breakdown of the parties' marriage. Specifically, the court found credible the plaintiff's testimony regarding several incidents of violent sexual intercourse with the defendant and an incident of spousal sexual assault that occurred in May, 2007 (May, 2007 incident). The court also found that "[t]he defendant physically abused the plaintiff on at least one occasion" and that, "[n]ear the end of their time living together, the defendant would often disappear, lie about his whereabouts, and return to the marital home intoxicated."<sup>3</sup> The court determined that the defendant's testimony was not credible, stating that "the court simply cannot believe the defendant's testimony as to the [May, 2007 incident]." The court also found the defendant's testimony regarding the other incidents between the parties to be "a weak and unsuccessful attempt to distract the court from the substantive issue of whether he participated in such violent [encounters]."

The court ultimately concluded that "the defendant's behavior [was] the primary cause of the irretrievable breakdown of the parties' . . . marriage" and dissolved the marriage "on the ground of irretrievable breakdown caused . . . by the defendant's fault." In concluding that the parties' marriage had broken down irretrievably on the basis of the defendant's fault, the court explained "that the cause of the irretrievable breakdown . . . is the defendant's physical and sexual abuse of the plaintiff. An irretrievable breakdown may result from abusive behavior. . . . Moreover, although fault was not [pleaded by the plaintiff], the court has the authority to amend [the complaint] to conform to the proof even after the evidence has been concluded. . . . The court amends the [complaint] to conform to the extensive proof of the defendant's fault." (Citations omitted.)

#### A

The defendant claims that the court abused its discretion when it purportedly amended the plaintiff's complaint to allege intolerable cruelty as the ground for the dissolution of the parties' marriage. We are not persuaded.

Ordinarily, we review a claim concerning an amend-

ment to a pleading for an abuse of discretion. See, e.g., *JPMorgan Chase Bank, National Assn. v. Virgulak*, 192 Conn. App. 688, 718, 218 A.3d 596 (2019) (“[a] trial court has wide discretion in granting or denying amendments to the pleadings and only rarely will this court overturn the decision of the trial court” (internal quotation marks omitted)), *aff’d*, 341 Conn. 750, 267 A.3d 753 (2022). Resolving the defendant’s claim, however, “requires us to interpret the court’s judgment. The interpretation of a trial court’s judgment presents a question of law over which our review is plenary. . . . As a general rule, judgments are to be construed in the same fashion as other written instruments. . . . The determinative factor is the intention of the court as gathered from all parts of the judgment. . . . Effect must be given to that which is clearly implied as well as to that which is expressed. . . . The judgment should admit of a consistent construction as a whole. . . . [W]e are mindful that an opinion must be read as a whole, without particular portions read in isolation, to discern the parameters of its holding.” (Internal quotation marks omitted.) *In re November H.*, 202 Conn. App. 106, 118, 243 A.3d 839 (2020).

Put simply, there is nothing in the court’s decision demonstrating that the court amended the plaintiff’s complaint to allege intolerable cruelty, pursuant to General Statutes § 46b-40 (c) (8), as the ground for dissolution in the present case. The court did not state that it had dissolved the parties’ marriage on the ground of intolerable cruelty. See *Evans v. Taylor*, 67 Conn. App. 108, 114, 786 A.2d 525 (2001) (“[w]hether intolerable cruelty exists or not in a particular case is ordinarily a conclusion of fact for the trier to draw” (internal quotation marks omitted)). Instead, the court expressly stated that it had dissolved the marriage “on the ground of irretrievable breakdown,” which was the sole ground for dissolution alleged in the plaintiff’s complaint.<sup>4</sup> The court further determined that “the primary cause of the irretrievable breakdown” was the “defendant’s behavior,” namely, his physical and sexual abuse of the plaintiff as evinced by the plaintiff’s testimony, which the court found to be credible. In other words, the court found the defendant to be at fault for the irretrievable breakdown of the marriage, which was a proper finding for the court to make. See, e.g., *Sweet v. Sweet*, 190 Conn. 657, 659–60, 462 A.2d 1031 (1983) (rejecting claim that, because irretrievable breakdown was only ground alleged in plaintiff’s dissolution complaint, court was prohibited from considering fault in awarding alimony and assigning property); *id.*, 660 (“[U]nder the statutes governing the assignment of the property of the parties or the award of alimony in a contested proceeding, the court is required to consider the causes for the dissolution of the marriage. General Statutes §§ 46b-81, 46b-82.<sup>5</sup> These statutes are not inconsistent with those establishing the grounds for a dissolution. . . . If . . .

the parties choose to litigate the issues of alimony or division of property the causes for the dissolution must be considered by the court. The contention of the defendant, therefore, that a determination of irretrievable breakdown precludes the court from considering the causes of the dissolution in making financial awards is erroneous.” (Footnote added.)).

Insofar as the court stated that it had “amend[ed] the [complaint] to conform to the extensive proof of the defendant’s fault,” we do not construe this statement to reflect that the court substituted intolerable cruelty as the ground for dissolution in the present case. Read in the context of the court’s decision as a whole, this statement demonstrates that the court recognized the plethora of evidence establishing that the defendant was at fault for the irretrievable breakdown of the parties’ marriage.

In sum, we conclude that the court did not amend the plaintiff’s complaint to allege intolerable cruelty as the ground for dissolution in the present case. Instead, the decision reflects that, on the basis of the evidence in the record, the court dissolved the parties’ marriage pursuant to § 46b-40 (c) (1) because it had broken down irretrievably as a result of the defendant’s abusive behavior toward the plaintiff.

## B

The defendant also claims that his rights to due process pursuant to the federal and state constitutions were violated because he did not receive adequate notice that the plaintiff would introduce testimony supporting the ground of intolerable cruelty. Specifically, the defendant contends that, had he received adequate notice of the plaintiff’s testimony concerning incidents of abuse perpetrated by him against the plaintiff, he would have been able to conduct discovery and more adequately prepare a defense. This claim fails.

We exercise plenary review over the defendant’s claim. See *Petrucelli v. Meriden*, 197 Conn. App. 1, 14, 231 A.3d 231 (“[w]hether a party was deprived of his due process rights is a question of law to which appellate courts grant plenary review” (internal quotation marks omitted)), cert. denied, 335 Conn. 923, 233 A.3d 1091 (2020).

As we stated previously, the plaintiff neither alleged intolerable cruelty as the ground for dissolution in her complaint nor amended her complaint to allege that ground. Indeed, there is nothing in the record that supports the defendant’s position that the plaintiff was alleging intolerable cruelty as the ground for dissolution. Insofar as the plaintiff testified as to detailed incidents of physical and sexual abuse by the defendant, as we explain in part I A of this opinion, such testimony was germane to the issue of fault in the breakdown of the parties’ marriage. See *Greco v. Greco*, 70 Conn. App.

735, 737–38, 799 A.2d 331 (2002).

In addition, the record reveals that the defendant had sufficient time to conduct discovery and to prepare a defense with respect to the plaintiff’s testimony regarding incidents of abuse. First, after the plaintiff’s attorney forecasted during opening statements the substance of what was to follow, the plaintiff testified to incidents of abuse on the first day of trial, April 8, 2021. Significantly, the defendant’s trial counsel did not object either to the plaintiff’s testimony regarding the May, 2007 incident or to her testimony regarding other incidents of abuse. Moreover, the defendant’s trial counsel had a full opportunity to, and did, cross-examine the plaintiff.

Second, the trial occurred over approximately six months, between April 8 and October 27, 2021. In that regard, the defendant had several months after the plaintiff had first testified to these incidents either to put forth additional evidence and to secure additional witnesses, or to file a motion for continuance for the purpose of conducting discovery. For these reasons, the defendant’s claim that he did not have the opportunity to conduct discovery and to prepare an adequate defense with respect to the plaintiff’s testimony must fail.

## II

The defendant next claims that the trial court abused its discretion in awarding the plaintiff \$425 per week in alimony for a period of nine years.<sup>6</sup> We disagree.

“The standard of review in domestic relations cases is well established. [T]his court will not disturb trial court orders unless the trial court has abused its legal discretion or its findings have no reasonable basis in the facts. . . . As has often been explained, the foundation for this standard is that the trial court is in a clearly advantageous position to assess the personal factors significant to a domestic relations case . . . . Appellate review of a factual finding, therefore, is limited both as a practical matter and as a matter of the fundamental difference between the role of the trial court and an appellate court. . . . 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. . . . 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.” (Citations omitted; internal quotation marks omitted.) *Carten v. Carten*, 203 Conn. App. 598, 601, 248 A.3d 808 (2021). “Simply put, we give great deference to the findings of the trial court because of its function to weigh and interpret the evidence before it and to pass upon the credibility of witnesses.” (Internal quotation marks



omitted.) *Greco v. Greco*, supra, 70 Conn. App. 737.

Subsection (a) of § 46b-82 provides in relevant part: “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 . . . .”

“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.” (Internal quotation marks omitted.) *Ingles v. Ingles*, 216 Conn. App. 782, 795, 286 A.3d 908 (2022).

“It is well established that the trial court may under appropriate circumstances in a marital dissolution proceeding base financial awards on the earning capacity of the parties rather than on actual earned income. . . . Earning capacity, in this context, 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. . . . [I]t also is especially appropriate for the court to consider whether the defendant has wilfully restricted his earning capacity to avoid support obligations . . . . Moreover, [l]ifestyle and personal expenses may serve as the basis for imputing income where conventional methods for determining income are inadequate.” (Internal quotation marks omitted.) *Merk-Gould v. Gould*, 184 Conn. App. 512, 517–18, 195 A.3d 458 (2018).

The following additional facts and procedural history are relevant to our resolution of the defendant’s claims. During the pendency of the dissolution proceedings, the parties each submitted three financial affidavits stating, inter alia, their weekly incomes and expenses. The defendant filed his three financial affidavits with the court on March 5, 2020, January 15, 2021, and April 8, 2021.

The court concluded that the defendant’s testimony at trial regarding his finances was not credible. The court explained that, on the basis of the defendant’s three financial affidavits, there was a reduction of \$27,344.69 in his personal checking and savings accounts over that approximate thirteen month period,

where the defendant had averred that he had a total of \$31,337.30 in his personal checking and savings accounts in the March 5, 2020 financial affidavit and only \$3992.61 in those accounts in the April 8, 2021 financial affidavit. The court noted that, in each of the three financial affidavits, “the defendant’s net weekly earnings are substantially more than the sum of his weekly expenses and weekly liabilities, even taking into account the pendente lite alimony payment shown on the last two [financial affidavits].” The court ultimately concluded that “the defendant did not account credibly for the [\$27,344.69] dissipation of these assets . . . .”<sup>7</sup>

The court also made factual findings as to the parties’ health and incomes. The court found that the defendant “is in below average health” and that he “has been the primary financial supporter . . . throughout the parties’ marriage.” The court also concluded that “[t]he defendant can earn and has earned more than he presently does or reports as his income. At the present time, the defendant receives a [Veterans’ Affairs] pension and Social Security disability benefits. At the time trial began, the defendant’s gross weekly income was \$1145.62 and his net weekly income was \$1109.39. At the time of trial, the defendant’s weekly expenses not deducted from pay, and not taking into account pendente lite alimony, were \$551.50.” Regarding the plaintiff, the court found that she “is in poor health” and that she “has, in the past, been employed as a waitress and a certified nursing assistant” but that “she can no longer perform either of those two jobs because of her back and neck issues, as each job involves heavy lifting or moving.” The court also found that “[t]he last time the plaintiff was employed was in November, 2011. . . . Upon the entry of judgment in this case, the plaintiff will be stripped of her health insurance coverage. . . . The plaintiff presently has no source of income. The court, however, imputes a minimum wage earning capacity and a thirty hour work week to the plaintiff.” The court found that the plaintiff has a gross weekly income earning capacity of \$390.

The court also found, on the basis of the testimony of both the plaintiff and the defendant, that the defendant (1) “has, in the past, repaired chainsaws, and has bought and flipped chainsaws for a higher price,” and (2) has “sold, repaired and assembled firearms for pay.”<sup>8</sup> The court determined that “the defendant could earn additional income by repairing, buying and flipping chainsaws and by selling, repairing and assembling firearms. The defendant has the ability and talent to perform these tasks for compensation.” The court also “impute[d] an earning capacity of an additional \$90 a week gross income to the defendant for” his work related to chainsaws and firearms, amounting to a gross weekly income of \$1235.62.<sup>9</sup> On the basis of its findings, the court ordered that the defendant pay the plaintiff \$425 per week in alimony for a period of nine years.

The defendant asserts that the court improperly imputed an additional \$90 in gross weekly income to him on the basis of its finding that he “could earn additional income by repairing, buying and flipping chainsaws and by selling, repairing and assembling firearms,” such that the alimony award is flawed. The defendant maintains that the court failed to credit his testimony that he is unable to earn additional income repairing and selling chainsaws and firearms. This contention warrants little discussion.

On the basis of our review of the record, testimony from each party supports the court’s finding that the defendant has, in the past, earned additional income repairing and selling chainsaws and firearms. Although the record reflects that the parties had conflicting testimony as to whether the defendant is currently able to earn additional income repairing and selling chainsaws and firearms, the court expressly found that the defendant “has the ability and talent to perform these tasks” and is currently able to earn additional income from performing them. See *Blum v. Blum*, 109 Conn. App. 316, 330 n.13, 951 A.2d 587 (trial court’s decision may include “implicit findings that it resolved any credibility determinations and any conflicts in testimony in a manner that supports its ruling”), cert. denied, 289 Conn. 929, 958 A.2d 157 (2008). Furthermore, relevant exhibits; see footnote 8 of this opinion; support the court’s finding that the defendant is both experienced in chainsaw and firearm repair and that he is able to earn additional income by completing these tasks. Insofar as the defendant argues that his testimony undermines the court’s finding, we decline to disturb the court’s credibility determinations on appeal. See *Zilkha v. Zilkha*, 167 Conn. App. 480, 489, 144 A.3d 447 (2016) (“[T]he [trial] court was free to credit or reject all or part of the testimony [presented] . . . . On review, we do not reexamine the court’s credibility assessments.”). Therefore, we conclude that the court did not improperly find that the defendant has an earning capacity of an additional \$90 in gross weekly income.

The defendant also contends that the court’s award of \$425 per week in alimony for a period of nine years constitutes an abuse of discretion because he has limited income through Social Security disability payments and his pension, the length of the alimony award exceeds one half of the length of the parties’ fifteen year marriage, and the court’s imputed gross weekly income of \$1235.62, and a \$425 per week alimony payment, leaves him with a “lower percentage of his net income . . . .” We are not persuaded.

The court expressly considered the factors enumerated in § 46b-82 (a) in fashioning its alimony award, including that the plaintiff (1) was married to the defendant for a period of fifteen years; (2) was not at fault for the irretrievable breakdown of the marriage; (3) is

in poor health; (4) is unable to perform her former jobs as a result of her health issues; (5) would lose her health insurance upon the dissolution of the parties' marriage; (6) has not been employed since November, 2011; (7) has no current source of income; and (8) has a minimum wage earning capacity of \$390 in gross weekly income. On the other hand, the court expressly concluded that the defendant "did not account credibly" for the reduction in his personal checking and savings accounts and that his "net weekly earnings are substantially more than the sum of his weekly expenses and weekly liabilities, even taking into account the pendente lite alimony payment . . . ." The court also concluded that the defendant can, and has, earned more than he had reported at the time of trial. In light of the court's findings and reasoning, we conclude that the court did not abuse its discretion in awarding the plaintiff \$425 per week in alimony for a period of nine years.

The judgment is affirmed.

In this opinion the other judges concurred.

<sup>1</sup> For ease of discussion, we address the defendant's claims in a different order than they are presented in his principal appellate brief.

<sup>2</sup> General Statutes § 46b-40 (c) provides: "A decree of dissolution of a marriage or a decree of legal separation shall be granted upon a finding that one of the following causes has occurred: (1) The marriage has broken down irretrievably; (2) the parties have lived apart by reason of incompatibility for a continuous period of at least the eighteen months immediately prior to the service of the complaint and that there is no reasonable prospect that they will be reconciled; (3) adultery; (4) fraudulent contract; (5) wilful desertion for one year with total neglect of duty; (6) seven years' absence, during all of which period the absent party has not been heard from; (7) habitual intemperance; (8) intolerable cruelty; (9) sentence to imprisonment for life or the commission of any infamous crime involving a violation of conjugal duty and punishable by imprisonment for a period in excess of one year; (10) legal confinement in a hospital or hospitals or other similar institution or institutions, because of mental illness, for at least an accumulated period totaling five years within the period of six years next preceding the date of the complaint."

<sup>3</sup> The plaintiff first testified to the incidents of physical and sexual abuse on the first day of trial, April 8, 2021.

<sup>4</sup> The plaintiff did not move for leave to file an amended complaint.

<sup>5</sup> General Statutes § 46b-81 (c) provides in relevant part: "In fixing the nature and value of the property, if any, to be assigned, the court, after considering all the evidence presented by each party, shall consider . . . the causes for the . . . dissolution of the marriage . . . ."

General Statutes § 46b-82 (a) provides in relevant part: "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 causes for the . . . dissolution of the marriage . . . ."

<sup>6</sup> The defendant also claims that the court, in fashioning its orders, abused its discretion in permitting the plaintiff to keep a particular firearm with sentimental value to the defendant. Having reviewed the defendant's principal appellate brief, we conclude that this claim is inadequately briefed.

"We repeatedly have stated that [w]e are not required to review issues that have been improperly presented to this court through an inadequate brief. . . . Analysis, rather than mere abstract assertion, is required in order to avoid abandoning an issue by failure to brief the issue properly. . . . [F]or this court judiciously and efficiently to consider claims of error raised on appeal . . . the parties must clearly and fully set forth their arguments in their briefs." (Internal quotation marks omitted.) *Robb v. Connecticut Board of Veterinary Medicine*, 204 Conn. App. 595, 611, 254 A.3d 915, cert. denied, 338 Conn. 911, 259 A.3d 654 (2021).

The defendant's brief is devoid of legal analysis or citation to legal author-

ity as to this claim. Therefore, the defendant has failed to adequately brief this claim, and, accordingly, we decline to review it.

<sup>7</sup> The defendant testified that the \$27,344.69 reduction resulted from “[g]eneral use” and attorney’s fees related to the dissolution action. The court found, however, that the defendant had paid only \$10,000 in attorney’s fees as of October 30, 2021, and that he had likely paid at least some of those fees after the filing of the April 8, 2021 financial affidavit. As a result, the court concluded that the payment of attorney’s fees could not account for the entire \$27,344.69 reduction.

<sup>8</sup> In addition, the court admitted into evidence several exhibits offered by the plaintiff consisting of various text messages between the defendant and different individuals. In those text messages, the defendant discusses his repair of those different individuals’ chainsaws or firearms.

<sup>9</sup> The court also concluded that the defendant could earn additional income without affecting his Social Security disability payments.

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