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his argument that the court, in considering the plaintiff's weekly expenses, improperly failed to reduce the expenses by the amount of uninsured medical expenses that she originally had listed on her financial affidavit but later withdrew. We agree with the defendant.

Although the plaintiff averred on her financial affidavit that she incurs \$291 weekly in uninsured medical/dental expenses, she requested, after consultation with her counsel, that the court remove the \$291 weekly expense and substitute zero for that amount. Her counsel canvassed her as to that request during the June 9, 2017 hearing, and the court stated that it was "noted for the record." In its memorandum of decision, however, the court found that "[the plaintiff's] combined expenses for medical insurance premiums and uninsured medical expenses constitute approximately 30 percent of her weekly expenses."

A review of the court's mathematical calculations necessarily underlying that 30 percent finding reveals that, despite the plaintiff's request to remove the \$291 weekly expense from consideration of her expenses, and the court noting that request, the court failed to do so. The plaintiff listed on her financial affidavit total weekly expenses in the amount of \$1593, which, after subtracting the \$291 in uninsured medical/dental expenses, amounts to \$1302. The plaintiff's financial affidavit shows \$141 in weekly expenses for medical/dental insurance premiums. Had the court removed the uninsured medical/dental expenses in accordance with the plaintiff's request and considered only the \$141 in medical/dental insurance premium expenses, the court's calculations would have resulted in a finding that the plaintiff's remaining medical/dental insurance premium expenses constituted approximately 11 percent of her total weekly expenses (\$141 divided by \$1302). Thus, it is evident that the court's finding that "approximately 30 percent of [the plaintiff's] weekly expenses" went

NOTE: These pages (200 Conn. App. 249 and 250) are in replacement of the same numbered pages that appear in the Connecticut Law Journal of 22 September 2020.

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to medical expenses improperly included the \$291 in uninsured expenses that the plaintiff abandoned.

In its memorandum of decision, the court identified the “out-of-pocket expenses which the plaintiff incurs due to the medical issues which she faces” as “support[ing] her claim that she has experienced a substantial change in circumstances.” Accordingly, the court’s determination of a substantial change in circumstances was premised, at least in part, on its clearly erroneous factual finding regarding the plaintiff’s uninsured medical/dental expenses. See *Sargent v. Sargent*, 125 Conn. App. 824, 827–28, 827 n.7, 9 A.3d 799 (2011) (reversing court’s ruling reducing alimony obligation of defendant where ruling was premised on clearly erroneous finding that defendant incurred expenses of \$777 monthly to include plaintiff on his medical coverage; defendant’s financial affidavit showed no deduction for medical expenses and expenses associated with medical coverage “costs were borne solely by the defendant’s employer and the plaintiff in the form of medical deductibles and co-pays”).

The court’s clearly erroneous finding as to the plaintiff’s expenses requires that the court’s judgment modifying the defendant’s alimony obligation be reversed and the case remanded for a new hearing on the plaintiff’s motion for modification.¹⁰

¹⁰ We note that the court also made erroneous factual findings with respect to the plaintiff’s ability to access her retirement assets and social security benefits. In its November 9, 2017 memorandum of decision modifying alimony, the court found that, “[a]lthough the plaintiff has planned for her retirement she is now faced with unforeseen financial need for support at least seven years before she will be able to receive social security benefits and well before she is able to access her retirement savings.” The court subsequently corrected this finding to state: “at least seven years before the recommended age to access social security benefits and well before she is able to access her retirement savings without penalty.” See footnote 7 of this opinion. The court also stated, in its articulation, that it had “previously addressed these questions” in its corrected memorandum of decision and that it had “clarified its statement regarding the effect of plaintiff’s accessing her retirement assets.” Specifically, the court articulated that it “did not find based on its comprehensive review of plaintiff’s financial