

\*\*\*\*\*

The “officially released” date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the “officially released” date appearing in the opinion. In no event will any such motions be accepted before the “officially released” date.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the electronic version of an opinion and the print version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest print version is to be considered authoritative.

The syllabus and procedural history accompanying the opinion as it appears on the Commission on Official Legal Publications Electronic Bulletin Board Service and in the Connecticut Law Journal and bound volumes of official reports are copyrighted by the Secretary of the State, State of Connecticut, and may not be reproduced and distributed without the express written permission of the Commission on Official Legal Publications, Judicial Branch, State of Connecticut.

\*\*\*\*\*

FOTI, J., dissenting in part. Although I agree with the analysis set forth in the majority opinion, the result reached in reversing the trial court's order to obtain additional insurance and the affirmance of the judgment in all other respects, I write separately because I respectfully disagree with the majority's decision to remand the matter for a new hearing on all financial matters.

The majority properly concludes that the trial court improperly ordered the defendant, Jon A. Parley, to obtain additional insurance because the trial court did not have any evidence before it concerning the cost or availability of such insurance. Despite the fact that the defendant possessed some life insurance at the time of the dissolution, that fact alone did not provide a reasonable factual basis on which to order the defendant to obtain additional insurance.

The defendant, on the one hand, argues that the appropriate remedy is to remand the matter for a full reconsideration of all financial issues. The plaintiff, Gail A. Parley, on the other hand claims that she is willing to waive that portion of the court's order concerning life insurance so as to preserve the remainder of the court's judgment. The plaintiff does so despite the fact that if the defendant is relieved of that obligation, the plaintiff presumably would benefit from a full reconsideration of all financial issues.<sup>1</sup>

"[I]ssues involving financial orders [in dissolution cases] are entirely interwoven. The rendering of judgment in a complicated dissolution case is a carefully crafted mosaic, each element of which may be dependent on the other." (Internal quotation marks omitted.) *Hopfer v. Hopfer*, 59 Conn. App. 452, 458–59, 757 A.2d 673 (2000). Consequently, when an appellate court reverses a trial court judgment in a dissolution matter on the basis of an improper financial order, the remand usually requires the trial court to reconsider all of its financial orders. Our Supreme Court, however, has stated that a financial order in a dissolution case is severable when "it is not in any way interdependent with other orders and is not improperly based on a factor that is linked to other factors." *Smith v. Smith*, 249 Conn. 265, 277, 752 A.2d 1023 (1999).

I am persuaded that the court's life insurance order in the present case may be severed from its other orders. It appears from a review of the record that the court determined its other financial orders independently from that issue and that the other orders are not interdependent with the life insurance order.<sup>2</sup> The defendant does not in any way explain why a reversal of that order warrants a full rehearing on all financial issues. The

court ordered the defendant to supplement an existing insurance policy merely as a means to secure a \$50 per week alimony payment.<sup>3</sup> In contrast to the panoply of financial orders issued by the court, the life insurance order was of marginal significance and would have imposed, at most, a minimal burden on the defendant. Apart from the requests of either party, it is this court's duty to fashion an appropriate remedy in this appeal. In so doing, we should be mindful of the need to conserve judicial resources, as well as the burden that court appearances and costs visit on litigants. In light of those concerns, I do not see a useful purpose in ordering a new hearing on all financial orders simply because we have concluded that the court's order concerning additional insurance was improper. Instead, I am convinced that "reversing the judgment only insofar as it relates to that order does not undermine the other financial orders because its impropriety does not place the correctness of the other orders into question." *Id.*, 279.

For those reasons, I respectfully dissent only as to the majority's remand for a new hearing on all financial issues.

<sup>1</sup> The majority argues that the plaintiff's willingness to waive her claim to additional insurance should not influence this court's remand. The majority also points out that had the defendant, who is proceeding pro se, wanted to waive a rehearing on all financial issues, he could have entered into an agreement with the plaintiff to that end and could have withdrawn the issue from his appeal. Although I cannot speak as to the reasons underlying the defendant's decision not to do either of those things, I nonetheless recognize that on remand for a full reconsideration of all of the court's financial orders, the court likely will find a way to replace such part of its so-called "mosaic" that conferred a benefit to the plaintiff in the form of the defendant's additional life insurance by ordering him to confer some other benefit to the plaintiff. Stated otherwise, it is the plaintiff, and not the defendant, who likely will benefit on remand.

<sup>2</sup> My examination of the record reveals that the court carefully crafted the "mosaic" that constituted its judgment and then, almost as an afterthought, rendered the life insurance order in question.

<sup>3</sup> I view the life insurance order as a de minimus order of little financial significance.

---