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FLYNN, J., dissenting. I respectfully dissent.

The plaintiff, Christian T. Gilbert, who is representing himself, distinctly raised the issue that the trial court improperly determined that the plaintiff violated “automatic orders” entered in the case under § 25-5 of the Rules of Practice.<sup>1</sup> He stated that the issue already had been decided by Judge Parker. In its memorandum of decision dated June 18, 2001, the trial court held: “In August of 2000, during the pendency of this divorce action, the [plaintiff], in violation of the automatic orders in effect, sold stock options which netted him \$8933.55.” Prior to trial in this dissolution action, the defendant filed a motion dated December 12, 2000, to hold the plaintiff in contempt due to his alleged wilful violation of the automatic orders. Her motion alleged, inter alia, that “[s]ometime after 8/2000, the plaintiff exercised certain Aetna stock options which had accumulated during the marriage, receiving a net check for \$8900.” The motion claimed that “[t]he plaintiff’s transfer of said \$8900 to his attorney is an attempt to avoid sharing said marital assets with the defendant, all in violation of the Automatic Orders.” Among the relief remedies requested was that the plaintiff be “held in contempt, punished therefor, and that he be ordered to list said \$8900 as an asset on his Financial Affidavit.” On January 2, 2001, the court, *Parker, J.*, denied the motion and the relief sought. Notice of the decision was given on that date. The defendant took no appeal from Judge Parker’s decision. The denial of a motion for contempt is a final judgment for purposes of appeal. *Potter v. Board of Selectmen*, 174 Conn. 195, 196, 384 A.2d 369 (1978); *Tobey v. Tobey*, 165 Conn. 742, 745, 345 A.2d 21 (1974); *Willocks v. Klein*, 38 Conn. App. 317, 320, 660 A.2d 869 (1995). When the defendant let the twenty day appeal period pass, that judgment denying the contempt motion became final at the close of business on January 23, 2001. Practice Book § 63-1.

Nonetheless, the trial court again addressed this issue in its memorandum of decision and made a contrary finding of fact. It made its assignments of property according to the memorandum of decision “[a]fter reviewing all of the facts found . . . .”

We therefore have orders assigning the property of the parties that, at least in part, are based on a factual finding that pretrial orders were violated by the plaintiff’s sale of stock options, which the court was without authority or jurisdiction to revisit and redetermine in a way contrary to the earlier final decision of Judge Parker on that issue.

In light of the record just set out, I would hold that the record is adequate for review. I disagree with the

majority conclusion that the “plaintiff has failed to establish through an adequate record that the court incorrectly applied the law” because I would hold, on the basis of the record which I have set out, that the trial court had no authority to reverse Judge Parker’s final unappealed order on the issue. I would address the plaintiff’s claim and conclude that it is well founded.

Our Supreme Court and this court have often described financial orders appurtenant to dissolution proceedings as “entirely interwoven” and as “a carefully crafted mosaic, each element of which may be dependent on the other.” (Internal quotation marks omitted.) *Fahy v. Fahy*, 227 Conn. 505, 515, 630 A.2d 1328 (1993); see also *Smith v. Smith*, 249 Conn. 265, 277, 752 A.2d 1023 (1999); *Ehrenkranz v. Ehrenkranz*, 2 Conn. App. 416, 424, 479 A.2d 826 (1984).

Consequently, I would reverse the judgment of the trial court only with respect to the financial orders dividing the property of the parties and remand the case to the trial court for a redetermination of these orders, in light of Judge Parker’s decision denying the motion for contempt and denying the requested remedial inclusion of sums derived from the plaintiff’s sale of his options on the plaintiff’s financial affidavit.

<sup>1</sup> Practice Book § 25-5 (a) provides in relevant part: “The following automatic orders shall apply to both parties, with service of the automatic orders to be made with service of process of a complaint for dissolution of marriage, legal separation, or annulment, or of an application for custody or visitation. An automatic order shall not apply if there is a prior, contradictory order of a judicial authority. The automatic orders shall be effective with regard to the plaintiff or the applicant upon the signing of the complaint or the application and with regard to the defendant or the respondent upon service and shall remain in place during the pendency of the action, unless terminated, modified, or amended by further order of a judicial authority upon motion of either of the parties:

“(1) Neither party shall sell, transfer, encumber (except for the filing of a *lis pendens*), conceal, assign, remove, or in any way dispose of, without the consent of the other party in writing, or an order of a judicial authority, any property, individually or jointly held by the parties, except in the usual course of business or for customary and usual household expenses or for reasonable attorneys’ fees in connection with this action. . . .”

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