
Week of February 14, 2017

Welcome to our Supreme and Appellate Court summaries webpage. On this page, I provide abbreviated summaries of decisions from the Connecticut Appellate Courts which highlight important issues and developments in Connecticut law, and provide practical practice pointers to litigants. I have been summarizing these court decisions internally for our firm for more than 10 years, and providing relevant highlights to my municipal and insurance practice clients for almost as long. It was suggested that a wider audience might appreciate brief summaries of recent rulings that condense often long and confusing decisions down to their basic elements. These summaries are limited to the civil litigation decisions. I may from time to time add commentary, and may even criticize a decision's reasoning. Such commentary is solely my own personal opinion. Pullman & Comley's [Appellate Practice Group](#) of which I am a member includes experienced appellate advocates in almost every area of the law. Should you have a need to consult about a potential appeal, please email me at emccreery@pullcom.com. I hope the reader finds these summaries helpful. – [Edward P. McCreery](#)

Posted February 15, 2017

Appellate Court Advance Release Opinions:

- AC38201 - [Chang v. Chang](#)

Husband had wife sign a prenup that provided in the event of a divorce, wife & husband agreed to keep their own property, jointly held property would be divided, and husband got to keep all his pre-marriage assets, and neither party would ask for anything not in the agreement. Wife earned \$50k and husband earned \$600k when married. Eleven years later at time of divorce wife earned \$0 and husband earned \$1.6mm. The Trial Court refused to honor the prenup on the grounds that husband had indicated certain family owned businesses were too hard to value and so he ascribed no value to them. Wrong said the Trial Court, they could have been valued, and so the prenup was void for lack of full financial disclosure. The Trial Court awarded the wife \$1.6mm from accounts in husband's name acquired during the marriage, and eight years of alimony. In a footnote the Trial Court said even if the prenup was enforceable, its ruling would have been the same as the agreement did not specifically preclude the award of alimony and said nothing about splitting husband's property acquired during the marriage that was not on a list attached to the prenup.

Husband appealed and the Appellate Court latched on to that footnote and held it did not have to decide if the prenup was enforceable because the prenup agreement simply did not address those awards. Husband tried to argue the mere mention in the agreement that no one would seek a remedy not provided for in the

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Agreement precluded the awards to wife. The Appellate Court disagreed and noted the agreement was silent as to alimony. A waiver of alimony cannot be inferred. It must be explicitly stated. Further the agreement said the husband's property acquired before the marriage and on an attached list shall remain his. It did not address accounts he accumulated after the marriage solely in his own name. Therefore those assets were fair game for the Trial Court to distribute.

The facts and holdings of any case may be redacted, paraphrased or condensed for ease of reading. No summary can be an exact rendering of any decision, however, so interested readers are referred to the full decisions. The docket number of each case is a hyperlink to the Connecticut Judicial Department online slip opinion. © 2017 Pullman & Comley, LLC. All Rights Reserved.

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