

SUPREME COURT OF CONNECTICUT

LaFrance v. Lodmell

LaFrance · No. SC 19614; SC 19615 · Decided September 6, 2016

SUMMARY

The Connecticut Supreme Court considered consolidated appeals arising from a marital dissolution action involving a prenuptial agreement and its arbitration provision. The court held that General Statutes § 46b-66 (c) applies to arbitration agreements contained in prenuptial agreements, affirmed the limitation of arbitration to the sale of the parties' residence, and upheld the denial of the defendant's request to amend his pleadings to assert additional claims. The court affirmed the judgment of the trial court.

CASE DETAILS

COURT	Supreme Court of Connecticut
WRITING FOR THE COURT	Eveleigh, J.; Rogers, C.J.; Palmer, J.; Zarella, J.; McDonald, J.; Robinson, J.; Vertefeuille, J.
JURISDICTION	Connecticut
DECIDED	September 6, 2016
DOCKET	SC 19614; SC 19615
DISPOSITION	affirmed
PROCEDURAL POSTURE	Consolidated appeal from judgments in a marital dissolution action confirming, modifying, and vacating portions of arbitration awards, denying leave to amend an answer and cross complaint, and dissolving the parties' marriage.
STANDARD OF REVIEW	Statutory construction is reviewed de novo. Domestic-relations rulings and rulings on motions to amend pleadings are reviewed for abuse of discretion, although application of a statute to particular facts is reviewed plenary. Review of an arbitration award under an unrestricted submission is limited to whether the award conforms to the submission; courts do not review the arbitrator's factual or legal conclusions.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Dean W. Lodmell v. Joan LaFrance

TOPICS

family law procedure prenuptial agreements arbitration statutory interpretation appellate procedure

PRACTICE AREAS

family law arbitration contracts statutory interpretation civil procedure

QUESTIONS PRESENTED

1. Whether General Statutes § 46b-66 (c) applies to an arbitration agreement contained in a prenuptial agreement.
2. Whether the trial court properly applied § 46b-66 (c) to limit arbitration to issues concerning the sale of the residence and to exclude damages claims barred by the prenuptial agreement.
3. Whether the trial court abused its discretion by denying the defendant leave to file an amended answer and cross complaint asserting interspousal contract, tort, statutory, and equitable claims.
4. Whether the arbitrator exceeded the scope of the submission by awarding residence-related expenses, interest, attorney's fees, household expenses, and procedures for returning personal property.

HOLDINGS

1. Section 46b-66 (c), which governs arbitration agreements in dissolution actions, applies to an arbitration agreement contained in a prenuptial agreement, regardless of when the agreement was executed.
2. The trial court properly applied § 46b-66 (c) and the prenuptial agreement by limiting arbitration to the sale of the residence and related proceeds and by refusing to submit claims for damages that were barred by the agreement.
3. The trial court did not abuse its discretion by denying the defendant leave to amend because the request was untimely, would have caused delay and prejudice, and concerned complex claims that could be pursued, where appropriate, in a separate civil action.
4. The arbitrator did not exceed her authority because the submission was unrestricted and the challenged awards concerning residence expenses, interest, attorney's fees, household expenses, and return of personal property conformed to the submission.

KEY QUOTATIONS

“Arbitration is a creature of contract and the parties themselves, by the terms of their submission, define the powers of the arbitrators.”

“A submission is unrestricted unless otherwise agreed by the parties.”

“The resulting award can be reviewed, however, to determine if the award conforms to the submission.”

“The judgment is affirmed.”

FACTUAL BACKGROUND

The parties entered into a prenuptial agreement on November 22, 2000, married three days later, and neither disputed the agreement's enforceability. The agreement required disputes to proceed first to mediation and then to binding arbitration, and the trial court limited arbitration to procedures for selling the parties' jointly owned residence and determining each party's share of the proceeds. After the defendant requested a continuance, the arbitrator ordered him to pay specified residence-maintenance expenses and later awarded additional household expenses, interest, attorney's fees, and procedures governing removal of personal property.

PROCEDURAL HISTORY

The trial court ordered the parties to arbitrate issues concerning the sale of their jointly owned residence pursuant to an arbitration provision in their prenuptial agreement. The Appellate Court dismissed an earlier appeal from that order for lack of a final judgment. After arbitration, the trial court confirmed the partial award and confirmed, modified, and vacated portions of the final award; it later denied the defendant leave to file an amended answer and cross complaint and rendered judgment dissolving the marriage and resolving property and other pending issues. The two appeals were consolidated and transferred to the Supreme Court of Connecticut, which affirmed.

DISPOSITION

affirmed

CASES CITED

- Cales v. Office of Victim Services, 319 Conn. 697, 127 A.3d 154 (2015)
- Dowling v. Slotnik, 244 Conn. 781, 712 A.2d 396 (1998), cert. denied sub nom. Slotnik v. Considine, 525 U.S. 1017, 119 S. Ct. 542, 142 L. Ed. 2d 451 (1998)
- Marchesi v. Board of Selectmen, 309 Conn. 608, 72 A.3d 394 (2013)
- Gould v. Freedom of Information Commission, 314 Conn. 802, 104 A.3d 727 (2014)
- People for Ethical Treatment of Animals, Inc. v. Freedom of Information Commission, 321 Conn. 805, 139 A.3d 585 (2016)
- Styslinger v. Brewster Park, LLC, 321 Conn. 312, 138 A.3d 257 (2016)
- Wilkins v. Connecticut Childbirth & Women's Center, 314 Conn. 709, 104 A.3d 671 (2014)
- State v. Courchesne, 296 Conn. 622, 998 A.2d 1 (2010)
- Bedrick v. Bedrick, 300 Conn. 691, 17 A.3d 17 (2011)
- Budrawich v. Budrawich, 156 Conn. App. 628, 115 A.3d 39 (2015), cert. denied, 317 Conn. 921, 118 A.3d 63 (2015)
- Young v. Metropolitan Property & Casualty Ins. Co., 60 Conn. App. 107, 758 A.2d 452 (2000), cert. denied, 255 Conn. 906, 762 A.2d 912 (2000)
- American Universal Ins. Co. v. DelGreco, 205 Conn. 178, 530 A.2d 171 (1987)
- Simms v. Simms, 283 Conn. 494, 927 A.2d 894 (2007)
- Borkowski v. Borkowski, 228 Conn. 729, 638 A.2d 1060 (1994)
- Bender v. Bender, 258 Conn. 733, 785 A.2d 197 (2001)

- Tuckman v. Tuckman, 308 Conn. 194, 61 A.3d 449 (2013)
- In re T.K., 105 Conn. App. 502, 939 A.2d 9 (2008), cert. denied, 286 Conn. 914, 945 A.2d 976 (2008)
- Unkelbach v. McNary, 244 Conn. 350, 710 A.2d 717 (1998)
- Travelers Casualty & Surety Co. of America v. Netherlands Ins. Co., 312 Conn. 714, 95 A.3d 1031 (2014)
- Rizzuto v. Davidson Ladders, Inc., 280 Conn. 225, 905 A.2d 1165 (2006)
- Weiss v. Weiss, 297 Conn. 446, 998 A.2d 766 (2010)
- Waterbury v. Waterbury Police Union, 176 Conn. 401, 407 A.2d 1013 (1979)
- Garrity v. McCaskey, 223 Conn. 1, 612 A.2d 742 (1992)
- Carroll v. Aetna Casualty & Surety Co., 189 Conn. 16, 453 A.2d 1158 (1983)
- Bic Pen Corp. v. Local No. 134, 183 Conn. 579, 440 A.2d 774 (1981)
- Bridgeport v. Bridgeport Police Local 1159, 183 Conn. 102, 438 A.2d 1171 (1981)
- Saturn Construction Co. v. Premier Roofing Co., 238 Conn. 293, 680 A.2d 1274 (1996)
- Industrial Risk Insurers v. Hartford Steam Boiler Inspection & Ins. Co., 258 Conn. 101, 779 A.2d 737 (2001)
- Groton v. United Steelworkers of America, 254 Conn. 35, 757 A.2d 501 (2000)
- New Haven v. AFSCME, Council 15, Local 530, 208 Conn. 411, 544 A.2d 186 (1988)
- Hartford v. Board of Mediation & Arbitration, 211 Conn. 7, 557 A.2d 1236 (1989)
- Metropolitan District Commission v. AFSCME, Council 4, Local 184, 237 Conn. 114, 676 A.2d 825 (1996)
- Waterbury Board of Education v. Waterbury Teachers Assn., 168 Conn. 54, 357 A.2d 466 (1975)
- New Britain v. Connecticut State Board of Mediation & Arbitration, 178 Conn. 557, 424 A.2d 263 (1979)
- Board of Education v. Bridgeport Education Assn., 173 Conn. 287, 377 A.2d 323 (1977)
- Meyers v. Lakeridge Development Co., 173 Conn. 133, 376 A.2d 1105 (1977)
- Dowd v. Dowd, 96 Conn. App. 75, 899 A.2d 76 (2006), cert. denied, 280 Conn. 907, 907 A.2d 89 (2006)