DOCKET NO: FBT-FA20-6094918-S	:	SUPERIOR COURT
SUZANNE CAMPOS	:	J.D. OF FAIRFIELD
V.	:	AT BRIDGEPORT
JOAO CAMPOS	:	MARCH 9, 2022

MEMORANDUM OF DECISION AFTER TRIAL

This action seeks dissolution of the parties' nineteen-year marriage. The matter was tried on May 3, May 4, May 7, November 15, November 22, November 23, November 29, December 10, and December 13, 2021 and January 12, January 21, February 7, March 1 and March 7, 2022. The witnesses were Plaintiff Suzanne Campos, Defendant Joao Campos, Dr. Jessica Biren Caverly (the court-appointed psychologist who evaluated the parties and their children), Scott Corner (the defendant's appraiser), and Kevin Finch (the parties' children's guardian ad litem). The court has considered all of their testimony and the full exhibits introduced by each of the parties.

The issues in dispute at trial were (1) whether the grounds for this divorce should be intolerable cruelty by the defendant or irretrievable breakdown, (2) legal and physical custody of the parties' minor children and the conditions for the defendant's access to those children, (3) whether the defendant's obligation to pay child support should be retroactive, and if so, how that should be paid, (4) whether there should be alimony payable to the plaintiff, and if so, the amount and the term, (5) the value of the parties' marital home and the distribution of the proceeds from the home, (6) the value and distribution of the parties' joint Fidelity account no. 5686, (7) the value and distribution of the plaintiff's UTX stock, (8) the value and distribution of the parties' pensions and retirement accounts, (9) resolution of the following pendente lite

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3/9/22: Mailed to Suzanne Campos, Atty James R. Hardy, Atty Lisa A. Knopf, and Atty Kevin W. Finch, GAL. E-mailed to RJD. Jean Lomme Asst. Clerk

motions filed by the plaintiff: the plaintiff's motion for child support and alimony (no. 101.00), motion for contempt (no. 134.00), and motion for attorneys' fees (no. 180.00); and (10) resolution of the following pendente lite motions filed by the defendant: motion for support (no. 113.00), motion for order re: passport (no. 117.00), motion for modification no. (119.00), motion for orders re: counseling (no. 142.00), motion for contempt (no. 143.00), motion for contempt (no. 176.00 with objection no. 181.00), and motion for contempt (no. 216.00 with objection no. 217.00). This Memorandum of Decision addresses and sets out final orders on all of the trial issues and pending motions.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based on the evidence presented at trial, the court makes the following findings of fact. All of these findings have been made by a fair preponderance of the evidence, and all valuations of assets are made as of the date of dissolution, unless otherwise specified. The court primarily relied upon the parties' financial affidavits, which are ordered unsealed. See nos. 284.00 (plaintiff); 288.00 (defendant).[1]

The court has jurisdiction over this matter, and all statutory stays have expired. The State of Connecticut has no interest in this matter. The parties married on July 19, 2002 in New Canaan, Connecticut. The plaintiff's last name at that time was Mozloom. Both parties resided in Connecticut for at least 12 months prior to the plaintiff instituting this action. The parties have two minor children: Elissa Campos, born January 11, 2005, and Antonio Campos, born December 16, 2007. Elissa is in eleventh grade, and Antonio is in ninth grade.

[1] Due to the length of this trial, the parties began the case with different financial affidavits (nos. 196.00 and 197.00), and relied on several other financial affidavits in between, but unless otherwise noted, the court relies upon nos. 284.00 and 288.00 for the final judgment.

Cause of the Breakdown of the Marriage

The plaintiff alleges in her amended complaint (no. 120.00) that the ground for the divorce is intolerable cruelty. But the plaintiff testified on May 7 that the marriage had broken down irretrievably with no hope of reconciliation.[2] She attributes this to domestic violence that she and the children experienced at the hands of the defendant. The defendant alleges in his cross complaint that the basis for the dissolution is irretrievable breakdown. For reasons that will be explained in more detail below, the court finds that the amended complaint has not been proven, but that the cross complaint is proven and found to be true. The marriage of the parties has broken down because of irretrievable breakdown, and the court finds the defendant more at fault than the plaintiff for that breakdown.

The plaintiff filed this action for divorce, along with an application for a family violence restraining order, after an incident in February 2020 that involved all four members of the family. In this incident, the defendant went into Elissa's bedroom and asked to see her phone. When she refused, he attempted to take her phone away from her. He ended up on top of her, striking her legs. The plaintiff went into the bedroom, told the defendant that he had no right to see Elissa's phone and called for Antonio. In an attempt to protect the plaintiff and Elissa, Antonio entered, wielding a hunting knife. Ultimately, the defendant pursued Antonio into his bedroom and took the knife away from him.

This February 2020 incident followed a history of abuse and conflict throughout the parties' marriage. Early on, the defendant began calling the plaintiff a "b_tch" and a "f__king b_tch." When Elissa was two years old, she had her male doll call the female doll a "f__king

[2] At a status conference on August 9, 2021, the court pointed out the discrepancy between the amended complaint and the plaintiff's testimony to plaintiff's replacement counsel. Thereafter, the court set a deadline of October 8, 2021 to file a further amendment of the complaint. Order no. 223.00. No further amendment was filed.

b_tch." The defendant also made fun of the plaintiff's maiden name and called her "Muslim," as well as "f__king moron" and "f__king stupid." Starting in the 2009-10 timeframe, he would demand sex from her. He would try to sexually assault her in the kitchen, and when she would not let him do this, he called her a "dyke" and a "carpet muncher."

The defendant would "ramp up and explode," and then he would try to be nice and "reel" the plaintiff back in. The defendant pushed the plaintiff and caused her to fall. On one occasion when the defendant pushed the plaintiff, their son Antonio came to her aid, but the defendant picked up Antonio and shook him.

The plaintiff has an undergraduate degree in mathematics and a masters of science in management. Early in her career, she worked for Hughes Danbury Optical Systems and Spectran Specialty Optics on the NASA x-ray telescope. She then worked for Pratt & Whitney, where she met the defendant, who also worked there as an engineer. When the parties first married, the plaintiff was a business unit manager at Pratt & Whitney. She then was a quality manager for jet engines for Pratt. When the parties decided to move to southern Connecticut to be near the defendant's family, they both went to work for Sikorsky. The plaintiff had increasing responsibility, including for the UTC headquarters. She worked longer hours than the defendant did, she traveled, she had dinners after work with clients, she worked during family vacations, and on occasion, she would return home drunk.

During the course of the marriage, the defendant broke four laptop computers and four Blackberries because he objected to the plaintiff working from home or on vacation. When he broke the third computer by smashing it in their driveway in 2011, the plaintiff called the police because she did not want her employer suing her. The police arrested the defendant, and he promised not to break any more of her equipment. However, in 2012, when the plaintiff had a

presentation for vice presidents the next day, the defendant took her computer and broke it in front of the children. She then had to spend the entire night re-creating the presentation. As for the Blackberries, the defendant took one to show that he was "in charge," and he threw another one down the stairs.

Once the children were born, the defendant wanted the plaintiff to stay home and take care of the children. They fought endlessly over her job. He also objected to her working from home or working past 5 pm. He gave her an ultimatum that she had to quit her job or he would divorce her.

In an effort to make the defendant happy, the plaintiff stopped working altogether in 2013. A year later, she had an opportunity to work for the federal government. At present, that job only requires her to work 37 hours per week and allows her to work 100 percent from home. The defendant agreed that she could take this position.

The court credits the defendant's testimony that he spent his six weeks of vacation with his children and that prior to 2013, he spent more time with his children than the plaintiff did. He took the children on trips without the plaintiff, and she did not express concern. Until he left the home in early 2020, he made breakfast for the children and took them to school.

The plaintiff was not blameless in these disputes. Starting in 2017, when the defendant started working nine hours per day, the plaintiff and the children started eating dinner without him. Around that same time, the parties began to argue over Elissa's diet. The plaintiff compared Elissa to a skinny cousin, which made her feel fat, and the plaintiff restricted what Elissa could eat. The defendant would take Elissa out for diner food and sneak Portuguese food to her. The parties also argued over food and nutritional supplements that the plaintiff bought for herself. He told her that she was not allowed to have protein powder, protein bars,

Powerade or Gatorade. He threw out her protein powder, and she hid her Powerade and Gatorade in her car.

The plaintiff also videotaped the defendant during arguments "for use in court," and in more recent years, she encouraged Elissa to videotape the defendant. When the defendant wanted to impose rules for the children, the plaintiff sided with the children and told them not to listen to the defendant. She also occasionally called for Antonio to help her or his sister against the defendant.

The children witnessed many of these incidents, and they themselves have been on the receiving end of the defendant's anger and violence. In 2017 or 2018, the plaintiff was at work when Elissa locked herself in the bathroom and called her, screaming. The plaintiff could not make out Elissa's words. The defendant told Elissa that he was going to break down the door if she would not let him in. When the plaintiff returned, the door was punched and kicked in. On another occasion, after that door had been replaced, Antonio locked himself in the same bathroom because he did not want to go to church with the defendant. The defendant punched the door again. When the plaintiff's father replaced the door again, the defendant stated: "Why are you bothering, I'm just going to do it again."

When Elissa was 11 or 12 years old, there was a "big spanking incident" between the defendant and Elissa. The defendant also continued to open her bedroom door and walk in on her, including in January 2020, when she was 15 years old. He also called her names. During one incident in December 2019 with both the plaintiff and Elissa, the defendant told Elissa that the plaintiff's family had taught Elissa how to be a "b_tch" and then told the two of them "to shut the f__k up." On another occasion that same month, a laptop was not working, and the

defendant yelled at Elissa "to get the f__k down here," called her a "f__king moron," and blamed her for the computer not working.

In December 2018, the defendant told Elissa she had to come down and eat, even though she had already eaten. Elissa refused to come down. The defendant then hurled the plate, breaking it, and saying they "can't even have f__king dinner together."

The defendant had much stricter views about the children's access to phones and technology than the plaintiff did. In one incident, Elissa was snapchatting with a boy on an iPhone that the plaintiff acquired for her without the defendant's knowledge. The defendant went into Elissa's bedroom and tried to get the phone. After the plaintiff got the defendant off of Elissa, the defendant began swinging the bedroom door back and forth, causing it to come off the hinges and the frame and to scrape the floor. The nerf ball hoop on the door caused a hole in the wall.

The defendant also got into fights with Antonio over Antonio's Xbox. On one occasion, the defendant pulled the Xbox away and threw it on the floor, breaking it. The defendant also has hit Antonio.

Intolerable cruelty is one of the statutory grounds for dissolution of a marriage. General Statutes § 46b-40 (c) (8). Our Supreme Court has held that intolerable cruelty "ordinarily is cumulative and augmented by addition, consisting of continued and persistent course of conduct or a series of acts or circumstances occurring while the parties are still living together." *McCarthy v. McCarthy,* 123 Conn. 409, 412, 195 A. 607 (1937). "There must not only be proof of acts of cruelty . . . but proof that in their cumulative effect . . . they are intolerable in the sense of rendering the continuance of the marital relation unbearable." *Kilpatrick v. Kilpatrick,* 123 Conn. 218, 221-22, 193 A. 765 (1937). "It is only when the cumulative effect of the defendant's

cruelty upon the suffering victim has become such that the public and personal objects of matrimony have been destroyed beyond rehabilitation that the condition of fact contemplated by the intolerable cruelty clause of the statute . . . should be found to exist." (Citation omitted.) *McEvoy v. McEvoy,* 99 Conn. 427, 432, 122 A. 100 (1923). Although the cases setting out these standards predate the era of no-fault divorce, our Supreme Court more recently has held that "intolerable cruelty has a subjective as well as an objective significance. There must not only be proof of acts of cruelty . . . but proof that in their cumulative effect . . . they are intolerable in the sense of rendering the continuance of the marital relation unbearable by him [or her]." (Internal quotation marks omitted.) *Garrison v. Garrison,* 190 Conn. 173, 178-79, 490 A.2d 945 (1983). That decision affirmed a finding of intolerable cruelty where "[t]he court found that, over a period of slightly more than a year, the defendant was impatient and indifferent toward the plaintiff when she was ill, that he struck her on two different occasions, and that he evicted her from her home on threat of physical injury. No evidence was offered that the plaintiff directed any violence toward the defendant. Where the trial court finds that physical abuse by only one party has been repeated, it is reasonable for the court to conclude that a continuing course of conduct is established." Id., 180.

This court has carefully considered the evidence regarding the marriage between the plaintiff and the defendant. Based on the plaintiff's testimony and photographic evidence, and the defendant's acknowledgment of some of the events described above, the court finds that the defendant engaged in numerous incidents of domestic violence. While this treatment probably meets the objective and subjective standards for cruelty, the court cannot find that it meets those standards for "intolerable." The plaintiff stayed with the defendant and left the children in his care for many years. The court credits the defendant's testimony that the wife

also raised her voice, argued with the defendant and called on the children to participate in their arguments. The court also credits the defendant's testimony that the two parties come from different backgrounds and cultures and that they had different parenting styles, and this fueled their conflict. Instead, the court concludes that the breakdown of the marriage was caused by irretrievable breakdown and that the defendant was more at fault than the plaintiff was for that breakdown.

Alimony and Pendente Lite Household Expenses

The defendant has knowingly and voluntarily waived any right to alimony. The plaintiff seeks a prospective award of alimony of $190 per week for nine and one-half years (half the length of the marriage) and an award of pendente lite alimony retroactive to the date she filed her motion (no. 101.00), March 2, 2020. The defendant disagrees.

Alimony is governed by General Statutes § 46b-82, which authorizes the court to enter an award of alimony in addition to or in lieu of a property award. That statute directs the court, when it is determining the duration and the amount of the award, to consider the length of the marriage, the causes of dissolution, the age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, employability, estate and needs of each of the parties, and, in the case of a parent to whom the custody of minor children has been awarded, the desirability and feasibility of the parent's seeking employment.

The plaintiff was born on April 29, 1970 and is 51 years old, and the defendant was born on June 6, 1975 and is 46 years old. They both are in good physical health. Both parties have engineering degrees and graduate degrees in business.

The plaintiff's net weekly income is $1,508, and her weekly expenses are $1,803. The plaintiff gave up opportunities for executive positions at UTC and Sikorsky because the defendant said he would divorce her and take the children. Each of these positions would have paid $200,000 to $250,000 per year plus bonuses and stock options. She testified credibly that she burned bridges by leaving Sikorsky in 2013 and not taking a program lead position. She lost her professional contacts. Moreover, because she now works for the government, she claims that conflict of interest rules prevent her from pursuing jobs in the defense industry until after a cooling off period. The defendant disputes this. The court finds that the plaintiff probably could not return to her previous position at Sikorsky without a cooling off period but that she certainly could find private sector employment that pays more than she receives in her current position. She also has significant retirement assets. Once the plaintiff is receiving weekly child support payments from the defendant, her net weekly income will exceed his net weekly income by almost $300. Other than her attorneys' fees for this case, which will be discussed below, she has minimal debt.

The defendant also has a good job with strong earnings and should be able to continue in that position if his criminal case resolves. Without paying child support, his net weekly income is $1,893 and his weekly expenses are $1,932 but the court finds that $500 weekly for food is excessive and that the expenses related to the marital home will stop when this judgment enters. He has retirement assets valued at approximately $900,000. He has no debt.

The parties agreed, pendente lite, that they would continue to pay the expenses associated with the home "as they have done throughout the marriage." No. 107.00. Historically, the parties used the joint account that the defendant's paycheck was deposited into to pay the household bills. They occasionally used the joint account that her paycheck was

deposited into to pay bills, but they generally used that account for savings. The court recognizes that the plaintiff will have to pay all of the expenses on the house while she continues to live there. The court also finds, however, that her expenses on her financial affidavit are overstated. She lists food expenses of $450 per week, which is excessive, even in a household with two teenagers. The children's education and activities costs of $210 per week are very high, particularly for children attending public school. Moreover, as will be discussed below, the court will require the defendant to pay 50 percent of reasonable costs for educational programs and activities agreed to by the parties. Based on all of these facts, the court cannot find on these facts that the plaintiff is entitled to alimony going forward.

The court also denies the motion for retroactive alimony for the pendente lite period. The defendant paid $16,823 for many of the household expenses pursuant to the parties' stipulation early on in the divorce. Even though the defendant did not pay the property taxes, which had been "mainly" paid from the joint account funded with his checks, the plaintiff paid them through January 2022 by taking the money out of the parties' joint Fidelity account. The defendant is not seeking to recoup that amount paid for the taxes. The court finds it appropriate to offset the defendant's payment of household expenses during the pendente lite period against any retroactive alimony it would have awarded.[3] Motion no. 101.00, insofar as it seeks retroactive pendente lite alimony, is denied.

In her contempt motion no. 134.00, the plaintiff alleged that the defendant also declined to pay the electric bills starting in June 2020 because they had gone up too much. The plaintiff attributed the increase to the fact that she and the children were all working from home during

[3] At $190 per week for 105 weeks, retroactive alimony would have been $19,950.

the Covid 19 pandemic. The defendant ultimately paid the electric bill just before the December 2020 hearing in this case. The court does not find that the defendant's failure to pay was willful and denies the contempt motion.

The parties also dispute whether and how much the defendant should reimburse the plaintiff for radon remediation. The defendant tested their well water in 2019 and found some radon, but his bigger concern was radon in the air. Therefore, he installed a system to remove radon from the air in the basement. After he left the home in 2020, the plaintiff installed a carbon filter radon system for the water. The defendant refused to contribute to the cost of that system because he wanted to speak to the provider before installation, but the plaintiff refused to allow him to do that. He later offered to pay one half of the $1,600 cost of installation but as of this writing, that amount has not been paid. The court will require him to reimburse the plaintiff $800.

The defendant filed and still pursues a pendente lite motion (no. 113.00) for his rent, utilities, food, and daily living expenses. After the defendant left the marital home on February 25, 2020, he lived in his parents' condominium. He pays them rent. During two months of that time when his parents returned to the United States, he lived in a hotel. As of November 2021, the total of rent and hotel bills was $32,500. Although the court credits these expenses, the court finds no basis for the plaintiff to pay them. Therefore, that motion is denied.

Custody

In making a custody determination, this court "shall consider the best interests of the child, and in doing so may consider, but shall not be limited to, one or more of the following factors" set forth in General Statutes § 46b-56(c):

> "(1)The temperament and developmental needs of the child; (2) the capacity and the disposition of the parents to understand and meet the needs of the child; (3) any relevant and material information obtained from the child, including the informed preferences of the child; (4) the wishes of the child's parents as to custody; (5) the past and current interaction and relationship of the child with each parent, the child's siblings and any other person who may significantly affect the best interests of the child; (6) the willingness and ability of each parent to facilitate and encourage such continuing parent-child relationship between the child and the other parent as is appropriate, including compliance with any court orders; (7) any manipulation by or coercive behavior of the parents in an effort to involve the child in the parents' dispute; (8) the ability of each parent to be actively involved in the life of the child; (9) the child's adjustment to his or her home, school and community environments; (10) the length of time that the child has lived in a stable and satisfactory environment and the desirability of maintaining continuity in such environment, provided the court may consider favorably a parent who voluntarily leaves the child's family home pendente lite in order to alleviate stress in the household; (11) the stability of the child's existing or proposed residences, or both; (12) the mental and physical health of all individuals involved, except that a disability of a proposed custodial parent or other party, in and of itself, shall not be determinative of custody unless the proposed custodial arrangement is not in the best interests of the child; (13) the child's cultural background; (14) the effect on the child of the actions of an abuser, if any domestic violence has occurred between the parents or between a parent and another individual or the child; (15) whether the child or a sibling of the child has been abused or neglected, as defined respectively in section 46b-120; and (16) whether the party satisfactorily completed participation in a parenting education program established pursuant to section 46b-69b."

The Children: Elissa is a fun, outgoing individual. She has lots of friends, and she strives to be the perfect child. When this case began, she was earning straight A's in school and taking advanced placement classes, but by the end of the trial, her grades had slipped,

particularly in chemistry and math. She is on her high school golf, soccer and indoor track teams. She also is on a premier soccer team. She has started making lists of prospective colleges and researching particular colleges. When trial started, she had just begun a part-time job.

When the parties first were in court in 2020, Antonio was described as being very loving and as doing very well academically, particularly in math. He went out of his way to please other people and tried to be the peacekeeper. While the family lived together, he would modify his behavior to please the defendant and would say things like "why doesn't Elissa do things Dad wants?" By the time the trial started, Antonio was more outspoken. The plaintiff said he had changed a lot as he became a teenager and that what he does, "he does on his own." Antonio's grades have slipped. In the first quarter, he was "struggling," and he had to drop to a lower level of math.

The Restraining Order and the Protective Order: In response to the February 2020 incident, the plaintiff applied for and obtained an ex parte no contact restraining order against the defendant and on behalf of herself and the children on or about February 24, 2020. FBT-FA20-4056578. After a hearing, an order issued for no contact with the plaintiff except for email or text communications concerning the children. In April 2020, the parties stipulated in this case and in the restraining order case that the plaintiff would have physical custody of the children and that the defendant could have FaceTime/Skype and text communication with both children. No. 125.00. Thereafter, in this case, this court issued pendente lite orders permitting in person visitation between both children and the defendant. On or about March 1, 2021, the no contact restraining order (with the carveout for communication regarding the children) was

extended for the plaintiff by agreement. Antonio was left out of that extension by agreement. The parties held a hearing as to Elissa, and the court declined to extend the restraining order as to her. The court also denied the plaintiff's request to add a 100-yard stay away provision. On February 23, 2022, the court (Egan, J.) denied a motion to further extend the restraining order as to the plaintiff.[4] There presently is no family restraining order.

On or about October 2, 2021, Elissa was playing in a soccer game. The plaintiff and the defendant separately attended to watch her play. When Elissa fell on the field and did not get up, the defendant jumped the fence and went to her side. The plaintiff rushed on to the field as well. Others, including the team's coaches and trainer, also were there. When the defendant reached out to touch Elissa's foot, the plaintiff asked the defendant to stay away from her. When a police officer arrived with the ambulance, the plaintiff was fearful that the defendant would go to the hospital and be alone with Elissa. She told the officer that the defendant was not supposed to be there and that she had a restraining order. The defendant went with the officer to the police station where they read the terms of the family restraining order. The defendant was arrested for speaking to the plaintiff. On October 4, 2021, the criminal court issued a full no contact criminal protective order with a 100-yard stay away provision. The plaintiff is the protected person. It does not apply to the children.

Pendente Lite Visitation: When the GAL first was appointed, he met with the children in March 2020, and at that time, both children wanted to see the defendant. He sent a proposal to both sides for in-person visitation, but the plaintiff rejected the proposal because of Covid-

[4] The defendant is pursuing his pendente lite motion to modify the restraining order (no. 119.00) to permit in-person visitation with the children. In light of the fact that there is no family restraining order anymore, the motion is moot.

19 concerns. In April 2020, the parties stipulated to some text and FaceTime/Skype access for the defendant with both children. Also in April 2020, the defendant moved for in-person visitation with both children, but a hearing was not held on that motion until November 9, 2020. In June 2020, the plaintiff's second attorney wrote to the GAL, complaining about the defendant abusing his privileges under the stipulation. The GAL met with the children, who both told him that the calls were fine and that the defendant was not saying bad things about the plaintiff. The children's therapist also supported giving the defendant in-person access to both children.

In July 2020, the plaintiff moved for contempt against the defendant, claiming that he was exceeding the time periods for texts and FaceTime. No. 134.00. The GAL found this motion to be inconsistent with what the children were telling him and "not helpful." Based on the GAL's and the defendant's testimony, the court finds that the defendant did not willfully violate a court order, and motion no. 134.00 is denied.

The plaintiff, even though she claimed to be concerned that the children could catch Covid from the defendant, took the children to visit her family in North Carolina in July 2020. The defendant was not allowed to communicate with the children during that trip. The GAL characterized the North Carolina trip as a "turning point" for the defendant's access to Elissa. The GAL said they were "stuck in the mud," so he asked for a status conference with the court. The plaintiff's attorney even objected to a status conference, no. 133.00, and then, in the GAL's words, "things started to take a turn for the worse." Just before the status conference in August 2020, he received an email from Elissa, saying that she was not ready to see her father yet.

When the hearing on the defendant's motion for in-person visitation was finally held in November 2020, based on the GAL's testimony, the court issued an order for in-person visitation as well as FaceTime/Skype visitation between the defendant and both children. The order called for the in-person visitation to start in a public place or under supervision and to gradually increase. No. 118.10. Immediately after the court's order, the plaintiff filed a caseflow request, claiming that Elissa was exposed to Covid and could not participate in in-person visitation. Based on this, the court delayed the start of her visitation by two weeks. When the parties were next before the court on December 28, 2020, the GAL reported that Elissa had informed him that she had suffered abuse from the defendant, and although she wanted to see her father in the future, she wanted to see him on her own terms. The therapist also told the GAL that it would be counterproductive for the court to order visitation with Elissa. Based on those statements, the court discontinued its order for in-person visitation with Elissa. During the entire pendente lite period, the defendant has had no in-person visitation with Elissa. She has waved at him and said hi to him when he has attended her games, and on one occasion in 2021, she stopped when she was driving and had a conversation with him.

The in-person visitation with Antonio gradually increased, over the plaintiff's objections, to include overnights. The pickups and drop-offs of Antonio at the Monroe police department occurred without incident. Starting in early 2021, however, Antonio began complaining that the midweek visits interfered with his homework. The last in-person visitation between Antonio and his father occurred on May 1, 2021 when they hiked Sleeping Giant together. The defendant said they had a great time, but the plaintiff described Antonio as "distraught" after that visit. Antonio sent an email to the GAL between that visit and the start of trial on May 3, 2021, and he stopped seeing his father.

The email Antonio sent to the GAL "shocked" his therapist and surprised the GAL. It was one of approximately ten emails that he sent to the GAL during the pendency of this divorce trial. The defendant does not believe that Antonio is the author of the emails, and the GAL is skeptical that Antonio wrote them all or wrote them without the involvement of other people. Their reasons are that it is out of character for a 13-year old to write lengthy emails to adults and particularly out of character for Antonio, and they contain vocabulary that would not be used by a young teenage boy. The timing of the emails also is suspicious. This particular email was sent just as the trial was starting, and another email was sent just as the trial was resuming after a six-month hiatus. The day before the GAL was to testify at trial, he received another of these emails from Antonio. As noted above, Elissa also sent the GAL an email just before a court event. The court finds that the emails are indicative of the parties, and in particular the plaintiff, involving the children in the divorce.

Psychological Evaluations of the Children: The defendant moved pendente lite for psychological evaluations. After a hearing at which the GAL testified that he and the children's then individual therapist believed it was in the best interests of the children for each of the parties and their children to undergo comprehensive psychological evaluations, the court granted the motion. The court appointed Dr. Jessica Biren Caverly to perform those evaluations and to provide the court with responses to certain questions to help inform the court's decision regarding custody of the children. No. 170.00. Dr. Biren Caverly completed the evaluations in early 2021 and provided a report dated April 9, 2021. That report has been filed under seal

Dr. Biren Caverly opined that both children were skilled at changing their behavior to avoid criticism, which she said was common among children who had experienced abuse. She diagnosed both of them with Child Affected by Parental Relationship Distress. She also diagnosed Elissa with Unspecified Trauma – and Stressor-Related Disorder, which means that she has experienced some trauma, and there has been some hidden stress because of that. Dr. Biren Caverly specifically found that Antonio's testing and interview did not indicate that he was re-experiencing symptoms or trauma responses and that therefore he did not meet the criteria for a trauma-related disorder.

Therapy Recommendations: The defendant moved pendente lite for reunification (or family) therapy between the defendant and each of his children and for individual therapy for each of the children. No. 142.00. That motion is granted. Dr. Biren Caverly recommended mental health treatment for both children. For Elissa, who has not really participated in any therapy throughout the life of this case, Dr. Biren Caverly recommended that she work with a psychologist-level therapist with "extensive trauma experience who can assist Elissa with processing her trauma and helping her further clarify her thoughts on a relationship with her father now and in the future." She also recommended that Elissa participate in group therapy with other teenagers whose parents are going through a divorce. Dr. Biren Caverly recommended that once Elissa and her therapist believe that she is ready for family therapy, she should engage in that with her father. She cautioned that it is "imperative that engagement in this service [family therapy] be at the discretion of Elissa and her therapist. In no way should Elissa's possible refusal to engage in this service be used against Ms. Campos in litigation." Based on the length of time that has gone by, the GAL made slightly different recommendations in March 2022. He advises that Elissa should start individual therapy immediately and that she

should start family reunification therapy with the defendant soon thereafter with a different therapist. He does not believe that group therapy should be as much of a priority.

Prior to being evaluated by Dr. Biren Caverly, Elissa had seen an individual therapist, Linda Valera, for nine months but did not open up to her. That therapy stopped in the Fall of 2020 after Elissa issued a statement that she did not want to see the defendant. In late 2020, the GAL described Elissa's relationship with her therapist as being at an impasse. The plaintiff arranged for Elissa to have a new individual therapist to address Dr. Biren Caverly's recommendation that she see a psychologist level therapist to assist her with processing trauma. Elissa only saw this therapist one time in August 2021 and declined to go again. Once again, she was not "engaging." The plaintiff says that Elissa is too busy for therapy because of school, sports and her job. Although Dr. Biren Caverly did not want it held against the plaintiff if Elissa refused to go to family therapy with her father, she did want the plaintiff to encourage Elissa to attend individual therapy and then family therapy. More recently, in October 2021, Dr. Horowitz, who was providing family therapy to the defendant and Antonio, recommended that Elissa begin participating in that family therapy too. As of this writing, Elissa has not engaged in that family therapy. She also has not seen or spoken to the GAL since December 2020. At a June 2021 appointment, she would not get out of the car to see him. The GAL recommends and the court agrees, that individual and family therapy should be Elissa's top priority over all of her extra-curricular activities.

Antonio was participating in individual therapy with Linda Valera at the time he was evaluated by Dr. Biren Caverly. She recommended that he change therapists to work with someone who could assist him with processing trauma and with understanding the way men

and women should interact.[5] She also thought that Antonio could benefit from group therapy, as long as it was a separate group from the one joined by Elissa. She also recommended that Antonio participate in family therapy with his father. During the six-month gap in evidence in this trial, the parties stipulated and the court ordered that Antonio engage in family therapy with his father and Dr. Robert Horowitz.[6] Nos. 215.00 and 215.10. Antonio did this until October 2021, but when Dr. Horowitz recommended that he see his father in person as well as continue the family therapy to process the visits, Antonio sent a lengthy email in which he announced that he refused to do the visits and continue the therapy. Thereafter, the plaintiff arranged for Antonio to begin individual therapy only with Gregory Banks, a therapist who is a "licensed professional counselor," not a licensed psychologist. The defendant's only insight into this therapy was through insurance statements. The therapy with Mr. Banks began in November 2021, and Antonio met with him frequently. The plaintiff did not provide him with Dr. Biren Caverly's report. The GAL had significant concerns about Gregory Banks because he was working against reunification between Antonio and his father and because he did not understand and respect Antonio's privilege. Antonio stopped therapy with Gregory Banks before the end of the trial. Based on the GAL's testimony, and the fact that Gregory Banks is not a licensed psychologist as recommended by Dr. Biren Caverly, the court will not permit Antonio to re-engage with him for individual therapy.

The GAL recommends that Antonio re-engage with individual therapy and with family reunification therapy with the defendant immediately. He prefers that the family therapy occur

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[5] Although Dr. Biren Caverly did not diagnose Antonio with having experienced trauma, she believed he would benefit from working with a provider who could address that because there was a "strong possibility" that he had experienced trauma.

[6] The parties also stipulated that Elissa should participate in family therapy with the defendant if Dr. Horowitz deemed it appropriate. No. 215.00

with Dr. Horowitz because he already has familiarity with the family. Alternatively, he would be comfortable with the following providers: Dr. David Israel, Dr. Eric Fraser, Dr. John Collins, Dr. Linda Smith or Dr. Harry Adamakos. The plaintiff proposes Susan Isaac, but she did not explain why. The GAL had no familiarity with Ms. Isaac. The court has ascertained that she is a licensed clinical social worker, located in Clinton, Connecticut. The court does not find her qualified to fulfill this role.

The plaintiff and her current counsel argue that this court should not require either child to partake in family therapy or to see their father because the plaintiff cannot force them to attend if they refuse.[7] The GAL does not believe this. He repeatedly characterized both children as "compliant." He (and the court) are distressed that access to the defendant and family therapy was not addressed two years ago and that it has been allowed to snowball during the course of this litigation and in spite of court orders. The GAL feels that it would be worst possible outcome for these children not to have any relationship with their father because it will harm other relationships they may have in the future. He is worried that when they grow up, they are going to realize that they decided not to have a relationship with their father. He recognizes that now there is only a short time to try to rebuild that relationship.

Although the GAL does not directly blame the plaintiff for preventing that relationship, he thinks that both children believe that she will not force them to engage in therapy and try to rebuild a relationship with their father. Based on the evidence in this trial about each parent's relationship with their children even before the defendant moved out, the court agrees.

[7] Notably, the plaintiff's proposed orders call for family therapy and some visitation for Antonio and the defendant.

Furthermore, the court finds that the plaintiff always finds some activity for these children to prioritize over therapy and access to the defendant. The GAL believes, and the court finds, that the children have processed that the plaintiff would prefer for them not to see their father. The GAL feels strongly that the children should not have the decision of whether or not to see the defendant imposed on them. He takes heart from the fact that Antonio told him this winter that the door is not closed to seeing his father again. He interprets that as Antonio being willing to have a relationship but not knowing how to start and maintain a relationship.

Dr. Biren Caverly asked the court to mandate the therapy that she recommended for both children. She also advised the court not to permit termination of a therapist unless the therapist releases the individual from treatment because the treatment goals have been met or other referrals have been made. The court agrees.

Psychological Evaluations of the Parties: Although the plaintiff self-reported to Dr. Biren Caverly that she had been diagnosed with Acute Stress Disorder[8] and Borderline PTSD, her individual therapist indicated that her diagnosis as of the winter of 2020-21 was Other Specified Trauma – and Stressor-Related Disorder. Dr. Biren Caverly concluded that the plaintiff did not meet the criteria for a trauma diagnosis because she was not re-experiencing trauma. She did find, however, that the plaintiff likely was still affected by the defendant's attempts at "coercive control." Dr. Biren Caverly recommended that the plaintiff continue to engage in individual therapy and that she continue to work with the Center for Family Violence advocate for so long as that was beneficial. She also suggested that the plaintiff participate in group therapy with victims of domestic violence or women going through divorce. As of the

[8] According to Dr. Biren Caverly, this diagnosis is only valid for a few months.

conclusion of trial, Ms. Campos was engaged in individual therapy with Heather Hoagland, and although she was not in group therapy, she was participating in a Center for Family Justice group.

Dr. Biren Caverly did not arrive at a diagnosis for the defendant either. Instead, she concluded that his testing was invalid or did not provide significant information. He was highly defensive, and she was concerned that he had not shared enough information with his therapist. She did conclude from her interviews with him and the information that was reported to her that he was engaging in behaviors consistent with "coercive control." She relied on literature that said that "coercion encompassed psychological, physical, sexual, financial and emotional abuse," and defined controlling behavior as "making a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them or the means needed for independence, resistance and escape and regulating their everyday lives." She stated that while this behavior was "not diagnostic in and of itself, it is indicative of a deficit in Mr. Campos's psychological functioning that should be addressed with treatment."

For that treatment, Dr. Biren Caverly recommended that the defendant continue his individual therapy, but that the therapist have access to her report, that the frequency of the therapy sessions increase, and that the therapy include appropriate parenting strategies and disciplinary techniques. The report was provided to the therapist on September 17, 2021, and the other recommendations for individual therapy were being implemented as of the conclusion of evidence. She also recommended that the defendant attend domestic violence classes where he could learn about what is domestic violence. Upon completion of those classes, she feels

that he should attend a class such as Circle of Security, where he could learn about the emotional impact of domestic violence on children from a child's perspective and then learn how to better interact with his own children. However, Circle of Security is only available upon a referral from the Connecticut Department of Children and Families. The GAL believes that the defendant has complied with Dr. Biren Caverly's recommendations, and he does not see the need for the defendant to undertake any more domestic violence training before interacting with the children. The court does not have the authority to order the defendant to attend Circle of Security.

Other Custody Factors: Dr. Biren Caverly also was asked to describe the relationship between each of the parents and each of the children. She indicated that the plaintiff is very well bonded with Elissa to the border of having an enmeshed relationship with Elissa, and that the plaintiff is very well bonded with Antonio. She also found, and the court is aware, that the defendant currently has no relationship with Elissa. She suggested that the defendant make a complete apology to Elissa. The defendant did email a lengthy apology to Elissa in early 2022, but he does not know if she received it or read it. The defendant also sent Antonio an apology, which Antonio read. The defendant also apologized to Antonio during family therapy. Antonio told the GAL that he did not think the apology was sincere and that he did not believe that his father had changed. The GAL thinks that Antonio may be looking for a "larger picture" apology that includes his mother and his sister.

At the time of her report in early April 2021, Dr. Biren Caverly reported that Antonio had a "strained" relationship with the defendant and that he was struggling to support his mother at the same time as also wanting a relationship with his father. Dr. Horowitz gave a

similar opinion to the GAL. According to him, Antonio is "staunchly loyal" to the plaintiff and Elissa, and the defendant was their "enemy." By June 2021, Antonio was refusing to see his father, and during the summer and early fall of 2021, he only was seeing and communicating with his father in the context of virtual family therapy with Dr. Horowitz, which ended after seven sessions. The plaintiff asked Antonio to continue the family therapy, but he refused.

Notably, Dr. Biren Caverly concluded that both parties are engaged in attempts to undermine the children's relationships with the other parent.

In response to the court's question about whether each parent is capable of effectively and appropriately parenting each child, Dr. Biren Caverly opined that the plaintiff was capable of this. She based this opinion on her observation that the plaintiff was the primary caretaker, that the plaintiff was knowledgeable about their academic and social needs, and that the plaintiff had engaged herself and the children in therapy. She also opined that the plaintiff could assist the children's treatment. However, since Dr. Biren Caverly rendered that opinion, Elissa has not engaged in therapy, and Antonio no longer is in family or individual therapy. The court has some concern that although the plaintiff supports therapy for the children to process their experiences in the household prior to 2020, she does not actively support therapy to reunite the defendant with the children.

Dr. Biren Caverly provided a different response for the defendant. Although she believes that the defendant could meet the basic needs of both children, she said that he "struggles to understand that the children can have opinions that differ from his own, which negatively impacts his ability to effectively and appropriately parent the children." She

believed that he would need therapeutic assistance to learn about his children's individual needs in order to be considered an appropriate parent and to support the children's treatment.

Physical Custody: Dr. Biren Caverly did not recommend that Elissa be forced to engage in visitation with the defendant. She did recommend that Antonio spend five days with his father and nine days with his mother during a two-week cycle during the school year and to split his time with them during the summer. The basis for her recommendation was that if the plaintiff had the majority of the time during the school year, she could help the children continue to achieve academic and social success, and if the defendant had equal time in the summer, he could improve his relationships with the children without the stress of school. She also recommends that the parties share holidays and school vacations equally. Dr. Biren Caverly "strongly" recommended that the GAL remain involved to assist the parties with making parenting time decisions and setting goals for the children.

The GAL does not think that Antonio is in harm's way if he resumes visitation with the defendant, and he wants that to start immediately with family therapy to process the visits. He would not allow overnight visits right away. He generally agrees with Dr. Biren Caverly's approach of less time during the school year and more time during the summer. He endorsed the defendant's proposed parenting plan. He does think that Elissa needs some family therapy first before she starts visitation with the defendant, but he wants Elissa to have in-person visitation with the defendant.

Based on all of the evidence, the court concludes that it is in the best interest of both children for the plaintiff to have primary physical custody. The court also concludes that it is

in the best interest of both children for the defendant to have regular in-person access and text and FaceTime access to both children on a continuous, regular basis.

The court recognizes, however, that due to the events that led to the breakdown of the marriage and due to the lengthy period of time that the children have not seen the defendant, some therapy is in order for both children. Moreover, the defendant's access to each child should increase gradually. Therefore, the court will issue orders for that therapy and the defendant's access to the children. The court also will order the continued involvement of the GAL.

Pendente Lite Contempt Motions: In October 2020, prior to this court ordering in-person visitation with Antonio, the defendant moved to have the plaintiff held in contempt for infringing on the children's text and FaceTime/Skype communication with the defendant by scheduling other events during the scheduled times and interrupting the calls. No. 143.00. He also accused the plaintiff of calling the police when the defendant's brother interacted with the children and asking family members and her second attorney to contact the children's individual therapist. The court finds that some of this behavior occurred and that the plaintiff and her second attorney generally engaged in behavior that the GAL aptly described as "not helpful" to facilitating a relationship between the children and the defendant. This behavior violated the stipulation no. 125.00 between the parties. The court does not, however, find that the plaintiff willfully violated that order. The court anticipates that the orders at the end of this memorandum will help to remedy some of the problems created by this behavior that pushed the children away from the defendant and delayed any reconciliation. Therefore, motion no. 143.00 is denied.

Another of the defendant's contempt motions, no. 176.00, pertains to the defendant's visitation with Antonio. The defendant alleged that the plaintiff was not facilitating the defendant having parenting time with Antonio. There was one visit on Tuesday, January 19, 2021 that did not go forward because Antonio refused to get into the car of his aunt, Sandra Campos, to go to see the defendant. At the time, the plaintiff was meeting with the court-appointed psychologist as part of her evaluation for this case, and the plaintiff had arranged for Sandra Campos to transport Antonio for his parenting time. The plaintiff tried to persuade Antonio to go. Antonio did not want to go on the visit because he had a school project due, and he texted his father to let him know that. As to the claim that the plaintiff was not facilitating FaceTime visits between Antonio and the defendant, the plaintiff had asked Antonio to let her know when he was FaceTiming with the defendant so that she could make sure that this was happening. Unlike the time period referred to above, the court does not find that after it ordered in-person visitation, the plaintiff took Antonio's phone away or otherwise prevented FaceTime visits from happening. The court does not find that the plaintiff willfully violated a court order, and the court denies motion no. 176.00.

Early in this case, the defendant moved for an order that the GAL hold the children's passports. No. 117.00. In the meantime, the plaintiff shredded the children's passports. The defendant now proposes that the parties cooperate to acquire new passports and that the plaintiff hold Elissa's passport and that the defendant hold Antonio's passport and that they exchange passports when the children will travel. The court will issue such an order.

Legal Custody and Co-parenting: Both parties have completed the required parenting education. There was no evidence of disputes between the parties prior to or during this divorce

proceeding regarding the children's religious upbringing or education. The only evidence regarding disputes over medical care were with regard to Elissa's diet.

Both parties admit that they have different parenting philosophies. The plaintiff believes that the parties cannot co-parent. In support of this, she provided the following evidence. The defendant locked her out of the Xbox controls for Antonio's Xbox. When the high school wanted to know whether Elissa would attend school in person, remotely or a hybrid of the two, the plaintiff emailed the defendant about a response, and he did not answer her. The plaintiff went ahead and made a decision, and then the defendant criticized her, saying that Elissa should attend 100 percent in person. She also emailed the defendant about boy scout camp, but did not hear back from him. Until the parties agreed to do all pickups and drop-offs at the police station, the defendant kept changing the locations. She had to get the GAL involved. Although the court finds that these things happened, the court does not agree that any of them mean that the parties cannot co-parent. The plaintiff has not given the defendant the chance to co-parent. The GAL testified that he could not recall the plaintiff consulting with the defendant on any issue. The court finds that throughout the time that this divorce has been proceeding, the plaintiff has made little or no effort to involve the defendant in decisions, and by her actions, has made it more difficult for the children to rebuild a relationship with their father.

Based on her finding of "coercive control," Dr. Biren Caverly recommended that the parents work with a parenting coordinator for all decisions. That parenting coordinator should be a mental health provider who understands the dynamics of control and power and can make sure that both parties have an equal say. She suggested that they do this for six months to a

year. If that is not successful, she suggested that they each with their own coordinator and that those coordinators meet to make decisions. Only if that fails does she believe that the plaintiff should have final decision-making authority. The GAL believes that the parties can co-parent with a parenting coordinator. He suggests that one of the first topics be the children's access to the defendant through text and FaceTime. The court shares the GAL's optimism that these parents can co-parent, with the help of a skilled counselor, on the major issues facing these children. The GAL specifically recommended Lisa Kerin, LCSW, for that role. As an alternative, he agrees with the plaintiff's suggestion of Attorney Thomas Esposito. The court is familiar with Attorney Esposito, and holds him in high regard, but he is not a mental health provider. He does have a master's degree in marriage and family therapy.

The plaintiff wants final decision-making authority because she does not want the children's lives impeded. She believes that the defendant has been making requests and requirements that are not in the best interests of the children, but instead are in his interest. The plaintiff did not provide any support for this belief. Dr. Biren Caverly recommends that the parties have joint legal custody of both children. The GAL also recommends that the parties have joint legal custody and does not believe that the plaintiff should have final decision-making authority. The court agrees and concludes that it is in the best interests of the children for the parties to have joint legal custody.

Dr. Biren Caverly recommends that the parties use Our Family Wizard for their communications and a shared electronic calendar for the children's schedules so that they can avoid unnecessary communications. The GAL also recommends Our Family Wizard. The

court will order the parties to use that program and a shared electronic calendar to communicate, subject to the criminal protective order being modified to allow this.

Child Support

Based on the order awarding primary physical custody of the children to the plaintiff, the court will award child support to the plaintiff. At the end of the trial in March 2022, both parties submitted child support guidelines worksheets. Both worksheets reflect that the plaintiff has primary physical custody and pays the medical insurance premiums for the children. They both start with gross weekly income of $2,845 for the defendant. The plaintiff's worksheet lists her gross weekly income as $2,202, which tracks her financial affidavit. The defendant's worksheet states that her gross weekly income is $2,247. The court will rely on the plaintiff's worksheet. According to that worksheet, the defendant's net weekly income is $2,017 and the plaintiff's net weekly income is $1,504. It presumes a weekly payment of child support by the defendant of $371. It also presumes that the defendant is responsible for 47 percent and the plaintiff is responsible for 53 percent of unreimbursed medical expenses and work-related childcare. Due to the ages of the children, the court does not anticipate that there would be any childcare expenses going forward. Based on this, the court orders the plaintiff to pay child support of $371 per week. Furthermore, the court orders the defendant to be responsible for 50 percent of unreimbursed medical expenses. It will be supported by a contingent wage execution order.[9]

The plaintiff also seeks an award of child support retroactive to March 2, 2020 when she filed a pendente lite motion for child support and alimony. No. 101.00. The defendant

[9] The plaintiff wants an immediate wage execution order, but she has provided no support for that.

counters that he should receive a dollar-for-dollar credit for all housing expenses and child expenses he paid during the pendente lite period. As authority for this, he cites the parties' agreement no. 107.00, which states in relevant part, "[t]he parties agree to continue maintaining the household bills and expenses as they have done throughout the marriage until further order of the court in the dissolution of marriage proceeding." The court declines to offset pendente lite child support by the share of the household expenses that the defendant paid. The agreement does not explicitly provide for that, and there is no independent basis for it. According to the testimony of both parties, they shared the costs of the children's groceries, clothing and other necessities and they shared the household expenses during the course of the marriage. There is no basis for the wife to shoulder all of these costs alone during the pendency of the divorce. Moreover, the court previously offset the defendant's payment of pendente lite household expenses against the plaintiff's request for pendente lite alimony.

The earliest child support guidelines worksheets were filed in early November 2020. They indicate that the defendant should pay $368 per week (plaintiff's worksheet no. 145.00) or $349 per week (defendant's worksheet no. 148.00). The court finds that the plaintiff's calculations are more accurate and are based on net weekly income of $1,491 for the plaintiff and $1,978 for the defendant. Therefore, the court orders the defendant to pay retroactive child support in the amount to $38,640.00 ($368 per week x 105 weeks). Motion no. 101.00, insofar as it seeks pendente lite child support, is granted.

Children's Health Insurance

The plaintiff presently provides health insurance for the children through her employment, and both parties agree in their proposed orders that she shall continue to provide that insurance until each child graduates from high school. However, the plaintiff also seeks

an order requiring the defendant to pay 50 percent of the premium costs from high school graduation until the children turn 26 years of age. The court finds that this request is reasonable, and therefore the court will order the defendant to contribute to the premiums after high school graduation when he is no longer paying child support.

Children's Therapy, GAL and Extracurricular Costs

The plaintiff has paid 100 percent of therapy costs for the children to date, which she testified was about $1,300 to $1,400 of co-pays and costs that were not covered by insurance.[10] She wants the defendant to pay 100 percent of those costs because she believes the children are in therapy because of the defendant's actions. She also believes that the defendant should pay 100 percent of the GAL costs because she believes that the guardian only was appointed because of the defendant's actions. The court disagrees. The defendant is not the sole reason that the GAL was appointed or that therapy has been recommended for the children. Moreover, much of the guardian's work in this case has been to look out for the best interests of the children when the plaintiff and her counsel have been fighting to prevent the defendant from having access to them. The court will continue its orders that the parties split the cost of the GAL, and the court will require the defendant to reimburse the plaintiff for $700 in past therapy costs and to pay 50 percent of the costs of any therapist who is within the parameters of the court's orders and who both parties agree to retain for their children.

[10] As to this category of expenses and several other categories, the plaintiff has higher numbers in her proposed orders than she introduced into evidence. The court will rely on the evidence.

The plaintiff wants the defendant to pay 50 percent of the costs for the sports the children currently are engaged in, and 50 percent of the costs of any future sports that both parties agree to for either child. She wants the defendant to pay 50 percent of AP exam fees and SAT preparation costs. She also wants the defendant to pay 50 percent of a $10,000 to $15,000 "starter car" for each child so that the plaintiff can be relieved of transporting the children. She also wants the parties to split the costs of the children's car insurance. The court agrees that the defendant should pay 50 percent of academic costs, college preparation and application costs, drivers education costs, and car insurance costs. However, the court will not order the defendant to pay for a starter car, which seems excessive in light of the parties' testimony about budget constraints and the current market for new and used cars.

As to the children's extra-curricular activities, the court is inclined to agree with the defendant that the children are over-extended and that their grades are suffering. The court also is ordering the children to participate in therapy and to begin some visitation with the defendant, both of which should take priority over sports. Furthermore, it appears that the plaintiff is engaging the children in these activities without consulting with the defendant in advance. On a going-forward basis, the court will only require the defendant to contribute to the costs of three extra-curricular activities (including at most one activity outside of school) per child per year. If the plaintiff wants the children to pursue any additional activities, she will need to pay for those herself unless the defendant agrees to reimburse her.

The plaintiff also wants to be reimbursed for 50 percent of the children's extra-curricular activities during the parties' separation. The only evidence of these expenses was the plaintiff's testimony that Elissa's expenses were: $500 for high school soccer, $300 for

indoor track, $1,900 for Premier soccer, $500 for golf, $769 for driving school. Antonio's expenses were: $400 for two years of Shelton soccer, $300 for high school soccer, $300 for indoor track, $500 for golf, $500 for ski club, $832 for boy scouts (in addition to the $243 paid already by the defendant). She also testified that she paid about $1,000 for AP exams, SAT preparation, a Spanish course, a lifeguard class and school supplies. The total is $7,801. The defendant also submitted evidence of money he spent during visitation with Antonio and for clothing and gift purchases for the children. Some of this appears to be excessive, notably a $1,382 purchase at Tiffany's and a $5,317 purchase at Costco. Although the court credits the defendant's testimony that he was not made aware of all of the plaintiff's expenses and that he did not consent to all of the activities, the court will require him to reimburse the plaintiff for 50 percent of her expenses, less the $243 he paid for the boy scout camp and $1,000 in clothing purchases. That nets to $3,279. The court will not require the plaintiff to reimburse the remaining expenditures by the defendant.

Educational Support Order

Both parties agree that if the family had remained intact, they would have assisted their children with the costs of higher education. When each child was born, the parties set up a CHET account for each of the children, and each party funded those accounts with their salaries during the marriage. The defendant is the custodian of those accounts. The plaintiff testified that she wants to be the custodian of those accounts because she is afraid that the defendant will use those accounts against them. However, the court credits the defendant's testimony that he wants the money to be used for the children's education. He also came across throughout the trial as far more knowledgeable about the family finances and financial

investing. Therefore, the court will leave the CHET accounts with the defendant as custodian. The plaintiff shall complete the paperwork that has been provided to her counsel so that she can have access to the accounts as a secondary owner. If the paperwork has been lost, the defendant shall provide new paperwork or make the necessary changes online within 30 days. As of this writing, Elissa's CHET account is worth $126,987, and Antonio's CHET account is worth $92,144.

Both parties want the court to retain jurisdiction for an educational support order, and they want the UConn cap to apply. The plaintiff wants the CHET accounts to be applied before any other funds are spent on the children's college education. The defendant wants the accounts to be spent 25 percent for each of four years of college. Based on the amounts presently in those accounts and depending on where the children attend college and the costs of those schools after the application of other financial aid, the parties' positions may be a distinction without a difference. The court will retain jurisdiction, and if a decision needs to be made between these two positions, it can be made at the time each of the children starts college.

Marital Home

The parties jointly own a marital home, 16 Mon Tar Drive, in Monroe, Connecticut. During the pendente lite period, the plaintiff has had exclusive possession of that home with the parties' children. The parties agree that she may continue to have exclusive possession of

that home, but they disagree as to the value of the home and the timing and manner by which the defendant may recover his investment in the home.

The defendant introduced an August 13, 2021 appraisal by E. Scott Corner, IFA, ASA, which valued the home at $600,000. He originally appraised the home in February 2021, when he had access to the inside of the home, and then updated it in August 2021 without access to the inside or the back of the home. He used the direct sales comparison approach to valuation. One of the comparables was 41 Mon Tar Drive, which sold for $605,000. He also testified that another home on the same street, 26 Mon Tar Drive, sold for $510,000 in August 2021. No details were provided about that property. In addition, the defendant testified as to various repairs and improvements that the parties had made to the home since they bought it in 2009 from foreclosure. Those improvements included investing $50,000 to $60,000 in a new kitchen in 2019 and $15,000 to $20,000 in a new patio in 2018. The plaintiff, however, testified as to various repairs that need to be made to the home. These include a leak from the shower in the children's bathroom and a broken air conditioning unit. The appraiser indicated in his testimony that the home was in average condition, that there was some leakage in the front of the house and that some windows were worn. The home has four bedrooms and an in-ground pool and is on a one-acre lot. In her financial affidavit, the plaintiff values the house of $535,000.[11] Based on the court's review of the appraisal report, including the comparable sales, and the testimony, the court finds that the present value of the home is $580,000. There is no

[11] The plaintiff did not call an appraiser. She retained an appraiser *after* the defendant's appraiser testified and filed an expert disclosure only after the court learned that she had filed the appraisal report as an exhibit. Although the court permitted that appraiser to testify, the court required the plaintiff to pay for any additional work and testimony by the defendant's appraiser to respond to her appraiser. Thereafter, the plaintiff withdrew her request to have her appraiser testify.

mortgage or other encumbrance on the home. Therefore, the equity is the full value of the home.

As discussed in more detail below, both parties were awarded the same amount of United Technologies stock prior to the marriage. When the parties bought their first home in South Windsor in November 2004, they agreed that the defendant would liquidate his United Technologies stock to make the downpayment on that home and that the plaintiff would keep her stock as an investment for the couple. The defendant did sell his stock for $11,641.77 in 2004, and that was used for the downpayment. When the parties sold their South Windsor home, they used the proceeds of that sale and their joint savings to purchase the Monroe home for $393,000. They borrowed only $100,000, which they paid off. In addition, the plaintiff secured a $40,000 relocation package from United Technologies that assisted the parties with their move. She now wants credit for this. The court finds that the parties contributed equally to the home and that they made a number of savvy financial decisions and investments in the home.

The parties also dispute how and when to distribute the proceeds from the home so that the defendant may recoup his share in the equity. The defendant proposes that the house be sold and that the parties divide the proceeds equally. The plaintiff proposes that she sell the home, but not until the earlier of her decision to move or Antonio's graduation from high school, which will be in 2025. She admits that she does not need to live in Monroe after he graduates. They both appear to recognize that neither one has the liquid funds to buy out the other. Although the plaintiff agrees that the net proceeds of the sale should be split 50/50, she wants credit for all of the costs of the home until the sale of the home, $50,000 for legal fees

and reimbursement for amounts she claims the defendant transferred to Portugal. The court concludes that there is no basis for requiring the defendant to contribute toward the costs of the home after the divorce, and as discussed below the court declines to award attorneys' fees or require the defendant to reimburse the plaintiff for any monies transferred to Portugal. The court concludes that unless the plaintiff is prepared to buy out the defendant's interest in the home for $290,000, she must put the home on the market in June 2022 and divide the net proceeds equally with the defendant.

Personal Property

Throughout the pendency of this trial, the defendant has sought in his proposed orders the return of certain items of personal property that are in the marital home. Although the plaintiff indicated that this issue was in dispute, she never put on any evidence indicating that the defendant should not have those items. Therefore, the court finds that the defendant is entitled to those items and will order those items provided to him, with the exception of the specific items the plaintiff has identified in her proposed orders, which the court finds reasonable for the plaintiff to retain, and the children's items, which the court will require the parties to negotiate with more specificity or to take to binding arbitration within 30 days.

Financial Accounts

Sikorsky Credit Union and American Eagle Financial Credit Union Accounts: The parties had two joint accounts at the Sikorsky Credit Union. The defendant deposited his checks into one account, which was primarily used to pay the parties' bills. The plaintiff deposited her checks into the other account, which was primarily used as the parties' savings

account. On the day before the defendant was served with the divorce papers, the plaintiff withdrew $28,228 from the account into which she deposited checks and closed the account. At the time, the account into which the defendant deposited checks had a balance of approximately $20,757. The defendant wants an order providing him with 50 percent of the difference in values of these two accounts at the beginning of the divorce. The court will require the plaintiff to reimburse him $3,735.50.

The parties also had joint accounts at American Eagle Federal Credit Union. At the end of the trial, the checking account held $5.28, and the savings account held $2.91. In November 2020, they held $509 and $257, respectively. The defendant used those funds to pay the electric bills for the marital home, and the court will not require him to replenish the accounts.

Fidelity Account: The defendant opened an account at Fidelity prior to the marriage. Soon after the parties married, he added the plaintiff to the account, which was intended to invest in stocks and to hold savings. They each funded the account with their savings. The plaintiff also transferred proceeds from the exercise of United Technologies stock options she received into this account. On February 29, 2020, when this divorce started, the value of the account was $233,395.35, consisting of about $83,000 in stocks and $150,000 in cash. During the course of this divorce proceeding, both parties withdrew funds from that account. They each withdrew $60,000 for legal fees. In addition, during the first half of 2021, the plaintiff withdrew $6,000 for the court-ordered psychologist evaluation, $2,175 for a mediation that did not go forward, $11,970 for 2020 property taxes, and another $11,450 for 2021 property taxes. These withdrawals were made with the knowledge of the defendant. Although the defendant also withdrew $2,175, he returned it to the account after the mediation did not go forward.

After the first phase of this trial in May 2021, the defendant moved to have the plaintiff held in contempt for liquidating the remaining $52,712 in cash that was in that account on July 12, 2021, in violation of the automatic orders. No. 216.00. The plaintiff filed an objection to that motion. No. 217.00. The plaintiff admits that she withdrew that money, without consulting the defendant, and says she spent $11,435 on radon remediation, the septic system and expenditures for the children. The court addressed some of these expenses earlier in this decision. The remaining $41,276 was spent on legal fees and reimbursing her sister for $7,000 she had borrowed for GAL fees. As of March 2022, there was stock worth $34,772 and $95 in cash in the account. The parties agree that they should divide this account evenly, but the defendant also wants to be reimbursed for 50 percent of the $2,175 and $6,000 and $52,712 that the plaintiff withdrew.

As to the motion for contempt, the court finds that there was a court order (the automatic orders) and that the plaintiff violated it by draining the joint account of cash without consulting the defendant. Although the court declines to find that the violation was willful, the court has broad discretion to make whole a party who has suffered as a result of a failure to comply with a court order. *O'Brien* v. *O'Brien*, 326 Conn. 81, 99, 161 A.3d 1236 (2017). The court will require the plaintiff to reimburse the defendant for $30,443.50 (half of $60,887).

The stock and cash currently in the account together with the United Technologies stock to be discussed next, will be divided equally, and the defendant shall retain the Fidelity account in his name only.

United Technologies Stock: Each party was awarded 119 shares of United Technologies stock prior to getting married in 2002. In 2005, after the defendant sold his shares for the downpayment on the South Windsor home, as described above, the stock split, resulting in the plaintiff holding 238 shares of the stock. United Technologies later went through a spinoff and she now holds stock in Raytheon, Carrier and Otis. Other than her November 23, 2021 sale of 200 shares of Raytheon, 255 shares of Carrier and 128 shares of Otis for something between $9,000 and $10,000, the plaintiff still has her stock and wishes to retain it. Her financial affidavit indicates her stock is worth $36,664.77 after that sale. The defendant claims a fifty percent interest in the plaintiff's stock because he used his stock for the parties' benefit when they bought the South Windsor home. The parties shall divide the remaining stock equally. The plaintiff shall reimburse the defendant $4,750 for the stock she sold. The plaintiff shall retain this stock and the defendant shall retain the current balance of the Fidelity account, and the party with the larger balance as the close of the market on March 9, 2022 shall liquidate enough stock to equalize the balances as of that date and pay the opposing party.

Both parties also were awarded United Technologies options before and during the marriage. The plaintiff received more than the defendant did. Both of them exercised all of their options during the marriage and contributed the proceeds to the Fidelity account and the savings accounts. Although the plaintiff wants credit for her premarital options that she exercised for a total of $69,400 during the marriage, the court finds that there is no basis for such an order.

Transfers of Money to Portugal: The plaintiff accuses the defendant of transferring $20,000 to Portugal, but her Exhibit 81 indicates that the transfers occurred in 2018 and 2019,

prior to the initiation of this action for divorce. The 2020 transfers appear to be from the Sikorsky account that the plaintiff left to the defendant. The plaintiff also claims that the defendant paid his parents' expenses and bills with their money, but she provided no proof of this. She also says he transferred their money into CHET accounts for his niece and nephew. She wants the court to take these transfers into consideration when dividing the parties' assets.

The defendant testified credibly that most of his family lives in Portugal and that during the course of their marriage, the family traveled there every other year. In advance of each of these vacations when the dollar was strong, the defendant would transfer money into his father's account, and after they arrived, his father would provide euros to them to use on vacation. In addition, the defendant's parents would rent out their United States condominium while they were in Portugal. The defendant handled all of the rentals through an account separate from the marital accounts, and when his parents needed money, he would provide it from the rental account. Any other money he provided to his family was for gifts. For example, he collected money from his brothers and transferred $4,500 to his parents for their anniversary celebration in April 2019. The couple also provided cash gifts to the plaintiff's family. The court finds no basis to take these transfers into consideration when dividing the parties' assets.

Pensions and Retirement Plans

The plaintiff has the following pensions: a United Technologies traditional pension valued at $423,386 and a federal pension valued at $34,961. The premarital portion of the UTC pension is $108,434.

The plaintiff also has a UTC 401K valued at $1,017,916 and a federal government thrift savings plan valued at $204,397. The plaintiff's UTC 401K includes rollovers of 401Ks from the plaintiff's premarital employment at Hughes Danbury Optical Systems and Spectran. The UTC 401K, including the rollovers, was worth $92,953 in July 2002 when the parties got married.

The defendant has the following pensions and retirement plans: a United Technologies 401K valued at $531,308, the "cash balance" of a United Technologies pension valued at $82,660, a United Technologies pension valued at $49,302, a State of Connecticut 401K valued at $676, and a Lockheed Martin 401K valued at $258,414. The premarital portion of the defendant's United Technologies 401K is $23,000. The premarital portion of the United Technologies pension is $45,506.

Each party may retain the premarital portions of their UTC pensions and 401Ks. Otherwise, the pensions and 401Ks will be divided by qualified domestic relations order. To address the fact that the defendant was more at fault for the breakdown of the marriage, the division will be 55 percent to the plaintiff and 45 percent to the defendant.

Attorneys' Fees

The plaintiff seeks to recover $100,000 in attorneys' fees that she claims to have spent on this divorce case. During the pendency of this action, she has had three attorneys and she represented herself during the summer of 2021, between her second and third attorneys. She paid her first attorney $1,200 for the restraining order proceedings and $8,175 for the divorce.

She received a refund of some of that amount. As of December 10, 2021, she had paid her second attorney $100,000 and still owed that attorney $42,500, including interest at a rate of 12 percent that began accruing in August 2021. She was going to go to fee arbitration with that second attorney. In the summer of 2021, she paid her third attorney $12,500.

The controlling statute for a motion for attorneys' fees is General Statutes § 46b-62. That statute provides in subsection (a) that "the court may order either spouse . . . to pay the reasonable attorney's fees of the other in accordance with their respective financial abilities and the criteria set forth in section 46b-82."[12]

"[T]he focus of § 46b-62 is on compensation. Section 46b-62 empowers a trial court to award attorney's fees to make a financially disadvantaged party whole for pursuing a legitimate legal claim." *Dobozy v. Dobozy,* 241 Conn. 490, 499, 697 A.2d 1117 (1997); *Pena v. Gladstone,* 168 Conn. App. 141, 151, 144 A.3d 1085 (2016). "The court may not exercise this compensatory power without first ascertaining that the prospective recipient lacks funds sufficient to cover the cost of his or her legal expenses." Id. "[A]n award of attorney's fees in a marital dissolution case is warranted only when at least one of two circumstances is present: (1) one party does not have ample liquid assets to pay for attorney's fees; or (2) the failure to award attorney's fees will undermine the court's other financial orders." *Ramin v. Ramin,* 281 Conn. 325, 352, 915 A.2d 790 (2007). "It is the circumstances of the parties at the time of trial which control." *Arrigoni v. Arrigoni,* 184 Conn. 513, 519, 440 A.2d 206 (1981); *Pena, supra,* 168 Conn. App. at 151. Here, the plaintiff has been paying the attorneys' fees as they are incurred, with the exception of the remaining amount that she owes her second attorney, which

[12] The plaintiff also seeks attorneys' fees based on the contempt statute, General Statutes §46b-87. Because the court has denied her motions for contempt, the court will not consider attorneys' fees under that statute.

the court understands is subject to fee arbitration. Therefore, the court cannot find that she does not have ample liquid assets to pay her attorneys' fees. The court also cannot find that a failure to award attorneys' fees will undermine its other orders.

The next step in the analysis is to examine the financial resources of the parties in light of the criteria set forth in General Statutes § 46b-82. *Pena, supra,* 168 Conn. App. at 158-59. This is the same analysis that the court undertook for the award of alimony. Based on that analysis, the court cannot find that the defendant has any more financial resources at this time than the plaintiff does to pay the attorneys' fees that the plaintiff seeks. See, e.g., *Achoa v. Achoa,* Superior Court, judicial district of Stamford-Norwalk, Docket No. CV16-5016019 (November 28, 2018, *Heller, J.*)

The final step in the analysis is to ascertain the reasonableness of the attorneys' fees requested. "This reasonableness requirement balances the needs of the obligee spouse with the obligor spouse's right to be protected from excessive fee awards." (Citations and internal quotation marks omitted.) *Lynch v. Lynch,* 153 Conn. App. 208, 246-47, 100 A.3d 968 (2014), cert. denied, 315 Conn. 923, 108 A.3d 1124, cert. denied, 136 S.Ct. 68 (2015).

"While the decision as to the liability for payment of such fees can be made 'in the absence of any evidence of the cost of the work performed'; . . . the dollar amount of such an award must be determined to be reasonable after an appropriate evidentiary showing." *Panganiban v. Panganiban,* 54 Conn. App. 634, 644, 736 A.2d 190, cert. denied, 251 Conn. 920, 742 A.2d 359 (1999) (reversing fee award because of lack of evidentiary showing); *Miller v. Miller,* 16 Conn. App. 412, 418, 547 A.2d 922, cert. denied, 209 Conn. 823, 552 A.2d 430 (1988) (same). Our Supreme Court long has held that there is an "undisputed requirement that the reasonableness of attorney's fees and costs must be proven by an *appropriate evidentiary*

showing." (Emphasis in original; citations omitted.) *Smith v. Snyder,* 267 Conn. 456, 471, 839 A.2d 589 (2004) (considering award of attorneys' fees under Connecticut Unfair Trade Practices Act, which, like General Statutes § 46b-62, requires fees to be "reasonable"). The court went on to state that "to support an award of attorney's fees, there must be a clearly stated and described factual predicate for the fees sought, apart from the trial court's general knowledge of what constitutes a reasonable fee." Id., 477. The court ultimately announced the rule that "when a court is presented with a claim for attorney's fees, the proponent must present to the court at the time of trial . . . a statement of the fees requested and a description of services rendered." Id., 479. See also *Lynch v. Lynch, supra,* 153 Conn. App. at 247 (holding that fee affidavit was adequate evidence to support fee award under General Statutes § 46b-62).

The plaintiff made no such showing here. Other than her testimony, the plaintiff provided no evidence of these amounts, and more significantly, in spite of being warned on the record on May 7, 2021, she never introduced any billing statements that would have described the services rendered and the costs of those services. Furthermore, based on the court's observation prior to trial and during the trial, the court cannot find that $142,500 was a reasonable fee to be charged by the second attorney. The plaintiff and that attorney unnecessarily dragged out the pretrial proceedings and the trial instead of making a concise and clear presentation of the parenting and financial issues. The plaintiff's request for attorneys' fees is denied. For the same reasons, her pendente lite motion for attorneys' fees (no. 180.00) is denied.

Reconciliation of Amounts that Each Party Must Reimburse the Other

The defendant owes the plaintiff $38,640 in retroactive child support.

The defendant owes the plaintiff $700 in past therapy costs.

The defendant owes the plaintiff $3,279 for expenses for the children.

The defendant owes the plaintiff $800 for half of the cost of the carbon filter radon system.

The plaintiff owes the defendant $30,443.50 for withdrawals from the Fidelity account.

The plaintiff owes the defendant $3,735.50 for his share of the Sikorsky accounts.

The plaintiff owes the defendant $4,750 for half of the United Technologies stock sale proceeds.

The net of all of this is that the defendant owes the plaintiff $4,490.

ORDERS

A. Dissolution of the Marriage

The marriage of the parties is dissolved on the grounds of irretrievable breakdown, and the parties are declared to be single and unmarried.

B. Alimony

Neither party shall pay alimony to the other.

C. Life Insurance

The defendant shall maintain life insurance on his life in the amount of at least $100,000 to secure his child support obligation. Both parties shall maintain life insurance on their lives in the amount of at least $100,000 for so long as there is an obligation to pay post majority educational support. The policies shall name the parties' children as the beneficiaries with the opposing party as trustee for each child. These life insurance obligations shall be modifiable as to amount and shall be modifiable as to term.

Each party shall direct their life insurance carriers to send the other party duplicate copies of all documentation related to their policies, including but not limited to all notices, correspondence and premium statements, and shall immediately authorize the carriers to disclose any and all policy information to the other party upon request at any time during the coverage period.

Upon written request, each party agrees to forthwith furnish to the other party, proof that he or she is insured in the amount specified and that the beneficiaries of that insurance are as required by this order.

D. Medical Insurance

Each party shall be responsible for his or her own medical and dental insurance and unreimbursed medical expenses.

E. Minor Children

Legal Custody: The parties shall have joint legal custody. The parties shall confer and consult on all major decisions affecting the religion, health, education and welfare of their minor children.

All communication between them shall be through Our Family Wizard and a shared electronic calendar except in case of an emergency. Each parent shall immediately notify the other parent of any emergency, illness or accident of the children. When matters arise regarding the children, the parties shall endeavor to resolve such matters expeditiously and to respond to each other promptly.

The parties shall begin work with a co-parenting counselor, Lisa Kerin, LCSW, on or before April 1, 2022. She shall be provided with a copy of Dr. Biren Caverly's report. In the event that Lisa Kerin is not available, the parties shall work with Thomas Esposito as their co-parenting coordinator, and he shall be provided with a copy of Dr. Biren Caverly's report.

Both parents shall be listed on all registration forms for school and/or registration forms for all extracurricular activities for the children and each parent shall be listed at the offices of professionals attending to the children. Neither parent may remove the name of the other parent.

Each parent shall provide the children's school with his or her contact information so that they may receive all school correspondence and mailings.

Each parent shall be entitled to complete and full information from any school, pediatrician, general physician, dentist, therapist, consultants or specialists attending the children

for any reason whatsoever and to have copies of any reports given by them to a parent. The parties agree that each parent shall be entitled to immediate access from the other or from a third party to records and information relating to the minor children, including but not limited to medical, dental, health, school and educational records. To that end, the parties will notify the appropriate authorities regarding the release of such information, and, if necessary, shall immediately provide such written authorizations as may be necessary to obtain the release of such information. Any medical decision required for the children shall be agreed upon the parents in writing through OFW.

Both parties agree to keep the other party currently advised as to his or her residence including home address, employer including business address, and work, home and cellular telephone numbers and email address.

Both parties shall give the other parent at least 90 days advance notice of his/her intention to move more than 15 miles from the former marital home and they may not move absent an agreement or a court order.

The parties shall exert every reasonable effort to foster a feeling of affection between the child and the other parent and support parenting time with the other parent.

Neither party shall say or do anything that shall estrange the children from the other party, nor act in such a way to hamper the free and natural development of each child's love and respect for the other party, including making derogatory comments about the other parent to or near the minor children.

The parties shall refrain from exposing the children to discussion of adult issues. The parties shall make best efforts to ensure that these courtesies are also respected by extended family members, friends of the family and any significant others.

Physical Custody:

The plaintiff shall have primary physical custody of the children.

As to Antonio, the defendant shall have gradually increasing in-person visitation as follows:

Saturday, March 26 and Saturday, April 2: 10A.M. - noon. Saturday, April 9 and Saturday April 16: 1 P.M. - 5 P.M.

Starting Saturday, April 23 and continuing through the end of the school year, the defendant shall have visitation on Saturdays from 10 A.M. until 5 P.M.

Simultaneously with this visitation, Antonio shall start individual therapy with a licensed psychologist agreed upon by both parties within 30 days. That person shall be provided with a copy of Dr. Biren Caverly's report. In addition, Antonio and the defendant shall resume family therapy with Dr. Horowitz. If Dr. Horowitz declines to provide that therapy, the parties shall engage Dr. John Collins for family therapy. Neither the individual nor the family therapy shall end until the psychologist providing the services releases Antonio from treatment.

Starting with the weekend of June 18-19, 2022, the defendant's visitation with Antonio shall expand to 10 A.M. Saturday until 5 P.M. Sunday on alternating weekends and Thursday nights every week. That shall continue to be the defendant's visitation during the school year, except as noted below for holidays and school breaks.

Starting July 31, 2022, physical custody during the summer vacation shall be rotating weeks from Sundays at 7 P.M. to Sundays at 7 P.M.

As to Elissa, she shall start individual therapy with a licensed psychologist who is able to help her process trauma, and who is agreed upon by both parties, within 30 days. That provider shall be given a copy of Dr. Biren Caverly's report.

On or before June 1, 2022, Elissa and the defendant shall begin family therapy with Dr. Horowitz, or if he declines treatment, Dr. John Collins. Neither the individual nor the family therapy shall end until the psychologist providing the services releases Elissa from treatment.

No later than August 1, 2022, Elissa shall begin in-person visitation with the defendant for at least two hours each weekend. By September 1, 2022, that shall increase to five hours per week. Starting November 1, 2022, Elissa shall have in-person visitation with the defendant at the same time as Antonio on alternating weekends. Starting December 1, 2022, she shall have one overnight per week with the defendant on a night other than Antonio's overnight.

All of the therapy ordered for the children is mandatory, and the parties shall not terminate any of the therapy prior to when it is recommended by the therapists unless it is ordered by this court. Except in a medical emergency, the therapy is to take precedence over all other activities and appointments for the children. The GAL may provide a copy of Dr. Biren Caverly's report to any therapist who may need access to it to treat the children. The parties are to sign any releases necessary for the therapists to share information with the family therapy provider or the GAL and for the therapists to have access to the report.

Starting on Memorial Day 2022 for Antonio and Columbus Day 2022 for Elissa, the parties shall alternate the following holidays:

New Year's Eve and New Year's Day at 4 P.M. on New Year's Eve overnight to 6 P.M. on New Year's Day with the father having New Year's Eve (12/31/2022) overnight to New Year's Day (1/1/2023) and the mother having the next year.

Martin Luther King Day shall be with the mother each odd year and the father each even year from 10 A.M. to 7 P.M. In the event that the weekend preceding Martin Luther King Day

belongs to the parent who is scheduled to have Martin Luther King Day, then that parent's parenting time shall extend overnight Sunday into Martin Luther King Day.

Easter shall be with the mother each even year and the father each odd year from the Saturday before Easter Sunday at 5 P.M. overnight to Easter Sunday at 7 P.M.

Memorial Day shall be with the mother each odd year and the father each even year from 10 A.M. to 6 P.M. In the event that the weekend preceding Memorial Day belongs to the parent who is scheduled to have Memorial Day, then that parent's parenting time shall extend overnight Sunday into Memorial Day.

Fourth of July at 10 A.M. overnight to July 5 shall be with the mother each even year and the father each odd year.

Labor Day shall be with the father each odd year and the mother each even year from 10 A.M. to 6 P.M. In the event that the weekend preceding Labor Day belongs to the parent who is scheduled to have Labor Day, then that parent's parenting time shall extend overnight Sunday into Labor Day.

Columbus Day shall be with the mother each odd year and the father each even year from 10 A.M. to 6 P.M. In the event that the weekend preceding Columbus Day belongs to the parent who is scheduled to have Columbus Day, then that parent's parenting time shall extend overnight Sunday into Columbus Day.

Thanksgiving shall be alternated with the mother having Thanksgiving each even year and the father having each odd year from the Wednesday the day before Thanksgiving overnight to Friday the day after Thanksgiving Day at 7 P.M.

Christmas shall be with the father each even year from noon on December 24 overnight until noon on December 25 and with the mother each even year from noon on December 25 to

noon on December 26. In odd years, the children shall be with the mother from noon on December 24 overnight until noon on December 25 and with the father from noon on December 25 to noon on December 26.

Mother's Day shall be with the mother and Father's Day shall be with the father from 10 A.M. to 7 P.M.

Each child's birthday shall be spent with the father on odd years and with the mother on even years from 3 P.M. on the day of the birthday to 9 A.M. or the start of school the next day.

The parties shall alternate school year school vacations each year with the mother having all school vacations in even years and the father having all school vacations in odd years.

Each parent shall use his or her parenting week as his or her vacation week. If the father elects to travel to Portugal to see his family, he shall have two consecutive weeks of vacation. If a parent plans to travel with the children, then he or she shall provide an itinerary for travel including destination, method of travel, dates of travel, accommodations and contact information and he or she shall not select to travel on the other parent's parenting weeks. Neither party may limit the travel destination of the other parent.

Holiday parenting time and school year and school summer vacation parenting time shall take precedence over the regular weekly parenting schedule.

Each parent is permitted to attend the children's school activities, extracurricular activities and public events in which the child participates or which are related to the child.

Parenting exchanges shall occur at school or other activities. If the exchanges occur between the parents, they shall be at the Monroe Police Department.

The parents shall use their best efforts not to schedule activities for the minor children during the other parent's parenting time except for school related and/or regularly scheduled and

agreed upon extracurricular activities, without the consent of the other party whose consent shall not be unreasonably withheld.

The parties agree to be flexible and considerate to permit the children to attend significant family events of the other parent. Neither parent shall unreasonably withhold his or her consent. Any agreements shall be in writing (OFW).

All events involving the children shall be recorded in a shared electronic calendar.

Each parent shall let the other parent know if they plan to weekend with the children out of state reasonably in advance of the weekend.

Nothing herein restricts the parents from switching parenting days and/or holidays to accommodate the children from time to time and such agreement shall be in writing (OFW).

Both parties shall have the right to reasonable access by text, telephone, Skype, FaceTime or the like, at reasonable times, to the children when they are with the other parent.

Each of the parties shall continue their individual therapy for so long as recommended by their present therapist.

Passports: The parties are ordered to cooperate with one another to apply for (within 30 days) and obtain passports for both children. Once the passports arrive, the plaintiff shall hold Elissa's passport, and the defendant shall hold Antonio's passport.

Child Support: In accordance with the court's findings based upon the child support guidelines worksheet submitted by the defendant, the defendant is ordered to pay child support of $371 per week starting March 14, 2022. The payment of child support shall be supported by a contingent wage withholding order. In addition, the defendant shall pay 50 percent and the plaintiff shall pay 50 percent of all unreimbursed medical, dental, orthodontia and vision expenses. As to therapy, the defendant is ordered to pay 50 percent of the costs of any therapist

who is within the parameters of the court's orders and who both parties agree to retain for their children.

Medical Insurance: The children shall be insured by medical insurance provided by the plaintiff's employer. If the plaintiff no longer has health insurance available to her at a reasonable rate through her employer, then the defendant shall cover the children if he has health insurance available through his employment at a reasonable rate not to exceed 7.5 percent of his net income. The provisions of General Statutes § 46b-84(e) are incorporated into this judgment. The defendant shall contribute 50 percent of Elissa's premiums from July 1, 2023 until she turns 26 or obtains employment that provides health insurance, whichever occurs sooner, and 50 percent of Antonio's premiums from December 1, 2025 until he turns 26 or obtains employment that provides health insurance, whichever occurs sooner, for as long as the defendant is able to do so at a cost that is less than or equal to 7.5 percent of his net income.

Children's Expenses: On a going forward basis, the parties shall split 50-50 the costs of any AP examinations, SAT preparation classes, drivers' education and school supplies. In addition, the parties shall split the costs for up to three extra-curricular activities (including at most one activity outside of school) for each child per year while the children remain in high school. Neither party shall be required to pay for any additional extra-curricular activity unless that party consents to the child's participation, which consent shall not be unreasonably withheld. The parties also shall split 50/50 the costs of the children's car insurance.

Educational Support Order: The defendant shall remain custodian and the plaintiff shall be the secondary owner of the following CHET 529 accounts for the benefit of the children: No. 8563 (Elissa) and No. 3142 (Antonio). The parties shall cooperate to ensure that the plaintiff is the secondary owner within 30 days. Those accounts shall be used any higher education costs

for each child. Neither party shall withdraw any funds from such accounts for any purpose other than for higher education of the children without the express written agreement of the other party or by court order.

The parties shall cooperate in providing any information or data required in connection with the children's applications for financial aid, scholarships or grants.

The court reserves jurisdiction to determine at a later date whether any additional post-majority educational support orders should issue and the terms of such orders. The limitations of what constitutes a post-majority educational support expense pursuant to Conn. Gen. Stat. § 46b-56c shall apply.

Guardian Ad Litem: The appointment of the guardian ad litem with all of his original responsibilities shall continue for one year after the date of dissolution. The parties shall continue to pay 50 percent of his fees. The court shall hold a status conference with the GAL and the parties in early May 2022 for an update on the compliance with these custody orders.

F. Real Property

The parties jointly own real property known as 16 Mon Tar Drive in Monroe, Connecticut ("the marital home"). The plaintiff shall have exclusive possession of the marital home. To the extent that the defendant's name is on any of the utility or other household expense accounts for the marital home, the parties shall cooperate to remove his name from those accounts within 30 days of the date of dissolution.

On or before June 30, 2022, if the plaintiff elects to stay in the home, she shall pay the defendant $290,000 (50 percent of $580,000) as a buyout amount. Simultaneously with the receipt of the buyout amount, the defendant shall transfer by quitclaim deed all right, title, and interest in and to the marital home to the plaintiff. From and after the date of transfer, the plaintiff

shall assume, hold harmless and indemnify the defendant from all expenses, costs, mortgages, taxes, notes and liens associated with the marital home.

If the plaintiff does not elect to remain in the home and buy out the defendant, on or before June 30, 2022, the marital home shall be listed for sale at its fair market value with a MLS real estate agent familiar with real property values in Monroe and Trumbull, Connecticut. If the parties cannot agree on a real estate agent within five days, each party shall propose a real estate agent within five days, and those agents will select a third real estate agent who shall list the home for sale. The parties shall accept any bona fide offer within five percent of the listing price unless a higher bona fide offer is made prior to the expiration of the first offer, in which case they shall accept the higher offer. If the marital home is not sold within 45 days of the listing, the price shall be reduced in accordance with the recommendation of the listing agent. Upon the closing of the sale of the marital home, any proceeds that remain after the payment of all liens, taxes, customary and reasonable closing costs, shall be divided as follows: 50 percent to the plaintiff and 50 percent to the defendant.

The court shall retain jurisdiction to enforce or effectuate any of these orders regarding the marital home.

G. Personal Property

The parties shall each retain all other personal property currently in their possession, and the plaintiff shall retain all furnishings in the marital home, except that the defendant shall return to the marital home with a police escort at a pre-arranged date and time within 30 days of the dissolution to retrieve all of the items he lists on his proposed orders, except for those items also specifically identified in the plaintiff's proposed orders and the children's items. As to the

children's items, if the parties cannot negotiate a resolution within 30 days, they shall go to binding arbitration.

H. Vehicles

The parties shall each retain their respective vehicles (the 2010 Volvo XC70 station wagon for the plaintiff, and the 2010 Volvo S80 sedan and the 1998 Volvo S70 sedan for the defendant), free and clear of any claim by the other party, and they shall be solely responsible for all expenses associated with their respective vehicles, including but not limited to car payments, maintenance, registration, insurance and taxes.

I. Bank Accounts

Each party shall retain any savings or checking accounts that are solely in his or her name as listed on their respective financial affidavits free and clear from any claim by the other party.

Within 30 days of the date of dissolution, the defendant shall undertake to remove his name from the parties' joint accounts at Sikorsky Federal Credit Union and American Eagle Federal Credit Union. The plaintiff shall hold those accounts free and clear of any claim by the defendant.

J. Securities

The defendant shall retain the stock and cash in the parties' joint Fidelity account no. 5685 and the plaintiff shall retain the Raytheon, Carrier and Otis stock. They shall equalize the amounts in those accounts as of the values at the market close on March 9, 2022 by liquidating enough stock in the larger of the accounts to pay the other party half of the difference in the amounts within 30 days. Thereafter, the plaintiff's name shall be removed from the Fidelity account, and the defendant shall hold it free and clear of any claim by the plaintiff, and the

plaintiff shall hold the remaining Raytheon, Carrier and Otis stock free and clear of any claim by the defendant.

K. Retirement Accounts

Pensions: The plaintiff shall retain the $108,434 premarital portion of her UTC pension, and the defendant shall retain the $45,506 premarital portion of his UTC pension presently valued at $49,302. The remaining balances of the plaintiff's United Technologies and Federal Employee pensions and the defendant's United Technologies pensions shall be divided such that the defendant receives 45 percent of the value of the combined marital portions of the pensions as of the date of the dissolution. The defendant shall be entitled to cost of living adjustments and early retirement subsidies, if any, attributable to his share. To effectuate the foregoing, the defendant shall be assigned, by Qualified Domestic Relations Order, an amount from the marital portion of the plaintiff's United Technologies pension. The defendant shall have no interest in the plaintiff's federal pension after the division occurs.

401K Accounts and TSP Account: The plaintiff shall retain the $92,953 premarital portion of her United Technologies 401K, and the defendant shall retain the $23,000 premarital portion of his United Technologies 401K. The remaining balances of the parties' respective 401K retirement accounts and the plaintiff's Thrift Savings Plan, all valued as of the date of dissolution, plus or minus any gains or losses from the date of dissolution to the date of division, shall be divided 55 percent to the plaintiff and 45 percent to the defendant. To effectuate the foregoing, the defendant shall be assigned, by QDRO, an amount from the plaintiff's United Technologies 401K account. The defendant shall have no interest in the plaintiff's TSP account after this division occurs.

The parties shall retain Attorney Elizabeth McMahon to prepare the QDROs, and the parties shall equally share the costs associated with that. If a Plan Administrator does not honor the QDROs, the court shall enter alternative orders to effectuate the intent of this order. The parties shall execute any and all necessary documents for the transfer as soon as reasonably possible after the date of dissolution and no later than 90 days after the date of dissolution. Neither party shall remove, borrow or otherwise dispose of funds in these accounts in the interim. The court shall retain jurisdiction to address any issues in connection with the QDROs.

L. Debts and Liabilities

The parties shall each be solely responsible for any debts and liabilities on their respective financial affidavits and shall indemnify and hold harmless each other from those debts and liabilities.

M. Taxes

Commencing in tax year 2021, the parties shall each file separate federal and state income tax returns.

While the child tax credit is available for both children, the plaintiff shall claim the tax credit for Elissa and the defendant shall claim the tax credit for Antonio. If the child tax credit is only available for one child, the parties shall alternate claiming that child tax credit with the plaintiff claiming the child tax credit for odd numbered tax years and the defendant claiming the child tax credit for even numbered tax years. If any such credit is of no value to a party during that party's tax year, the other party shall be entitled to take it, if eligible to do so. If the personal exemption for children is restored, these same rules shall apply.

N. Counsel Fees

The parties shall each be solely responsible for their respective attorneys' fees, including any pendente lite attorneys' fees. The parties shall remain equally responsible for the fees for the GAL and for Dr. Biren Caverly.

O. Reimbursement Payments

Based on the court's reconciliation of the amounts that the parties owe each other from the pendente lite period, the court orders the defendant to pay the plaintiff $4,490 within 30 days.

P. Judgment File

The clerk is directed to draft a judgment file, with a date of dissolution of March 9, 2022, that is consistent with these orders.

Elizabeth J. Stewart

STEWART, J.