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SUPERIOR COURT

2022 JUL 11 P 3:48

FBT-FA19-5040574-S

JUDICIAL DISTRICT OF
FAIRFIELD AT BRIDGEPORT SUPERIOR COURT

JORIZ TIBERI

JUDICIAL DISTRICT OF FAIRFIELD

VS.

AT BRIDGEPORT

FRANK TIBERI

JULY 11, 2022

FINDINGS AND ORDERS RE DISSOLUTION OF MARRIAGE

Before the court is the dissolution of marriage action filed by the Plaintiff, Joriz Tiberi, bearing a return date of April 30, 2019. The court heard evidence on July 30, 2021; August 2, 2021; August 4, 2021; January 24, 2022; January 27, 2022; February 22, 2022; March 8, 2022 and March 15, 2022. The Plaintiff was represented by counsel until February 16, 2022, after which time she was self-represented.¹ The Defendant, Frank Tiberi, was represented by counsel. The court heard testimony from both parties, the Guardian ad Litem (GAL) and Dr. Jessica Biren Caverly, Ph.D., a Licensed Psychologist the parties retained to conduct psychological assessments of the family. The court took judicial notice of all Superior Court actions between the parties pending or disposed of at the time of trial.² The court received documents from both parties, which are reflected as both paper

¹ Plaintiff's third counsel was released from her role by the court mid-trial upon the granting of her second motion for permission to withdraw. *Tiberi v. Tiberi*, Superior Court, judicial district of Fairfield, Docket No. FA-19-5040574-S (February 16, 2022, *Truglia, J.*). Releasing counsel mid-trial was unusual, though understandable given the unique circumstances of this case. The Plaintiff was demonstrably uncooperative with her lawyer during trial; she interrupted her, contradicted her, refused to sign or review documents and berated counsel during the proceedings. (See Court Exhibit A admitted February 16, 2022). The Plaintiff was also soliciting and acting upon advice from non-lawyer consultants contradicting the advice of her lawyer. Notwithstanding the poor treatment counsel received, she remained in the case until the Plaintiff put on all of her evidence and both sides examined the one expert witness.

² *Tiberi v. Tiberi*, Superior Court, judicial district of Fairfield, Docket No. FA-19-4055774; *Tiberi v. Tiberi*, Superior Court, judicial district of Fairfield, Docket No. FA-19-4055780; *Tiberi v. Tiberi*, Superior Court, judicial district of Fairfield, Docket No. FA-22-5048259.

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and electronic exhibits.³ Included among these documents are approximately 150 pages of records from The Department of Children and Families (DCF) (Defendant's Exhibits, 1-10 Sealed).

Upon careful consideration of the evidence presented and the pertinent statutory law, in particular General Statutes §§ 46b-82, 46b-81, 46b-56, 46b-56c and 46b-87, and the relevant case law, and having observed the demeanor and assessed the credibility of the witnesses at trial, the court makes the following findings before entering its orders. All court findings are made by the preponderance of the evidence standard.

Most of the testimony received by the court was credible. This included the Defendant, the GAL and the custody evaluator. For reasons described below, the court was unable to rely on all of the Plaintiff's testimony.

BACKGROUND

The parties were married for forty months before this action was filed. This action has been pending for thirty-nine months. The delay in resolving this case has been unfair to the parties and detrimental to the minor child.⁴ For these reasons, the court entered interim findings and orders shortly after trial (#407).

The Plaintiff is forty-one years old. She was raised in the Philippines and moved to California, where she attended high school. During high school, she became pregnant with her first child, Zana, who is now twenty-five years old. While pregnant, the Plaintiff obtained her GED and married her then-partner and the father of the child (the first husband). They divorced when Zana was four years old. The separation was contentious. The first husband accused the Plaintiff of leaving Zana alone and accused her of assaulting him, which led to her arrest. The Plaintiff accused the first husband of sexually molesting Zana and infecting the child with genital warts. These allegations proved unfounded, and the first husband secured primary custody of Zana. Several years later, the Plaintiff

³ Some exhibit markings were repeated over the course of trial. To avoid confusion these exhibits are referred to by their marking and the date they were admitted.

⁴ Some of the delay was due to the COVID-19 pandemic. However, much of the delay is attributable to the behavior of the Plaintiff. A great deal of time and resources were devoted to actions by the Plaintiff, including baseless claims that the Defendant abused the minor child.

moved to Connecticut. After the move, she had a limited relationship with Zana and had not seen her in several years at the time of trial.

The Defendant is fifty-five years old. This is his second marriage. His first marriage was dissolved by agreement in 2010. He has a daughter from his first marriage, Bella, with whom he has a good relationship and a shared access schedule. The Defendant is a dentist with a practice he shares with his brother. He has been engaged full time in this profession since 1992.

The parties have one child, Leo, born before the marriage on March 31, 2015. He is a regular education student who finished first grade in the Shelton public school system. He is described as an engaging and high-energy child. When not in school, he is cared for by the Defendant, his paternal grandparents and the occasional babysitter. He attends the Boys and Girls club after school and plays soccer on the weekends. He presently lives with the Defendant and has little contact with the Plaintiff.

The parties met in 2013. The Plaintiff moved into the Defendant's home shortly after they met. When she was pregnant with Leo, the parties separated and the Plaintiff returned to her mother's home in California. The Defendant went to California for Leo's birth in 2015. The parties reunited there, returned to Connecticut and were married later that year.

In hindsight, the Defendant identified many events that could have deterred this marriage. Shortly after they met, the Plaintiff told him she was pregnant but terminated the pregnancy because she believed he was not ready to be a father. The Defendant was elated at the prospect of a baby but saddened and dubious of the Plaintiff's actions. When he went to California for Leo's birth, the Plaintiff's family told him she was emotionally unwell. Several friends told him not to marry the Plaintiff, accusing her of wanting only his money and a certain lifestyle she could not afford alone. The Defendant insisted on a prenuptial agreement to protect the dental practice he owns with his brother. This led to the Plaintiff physically assaulting the Defendant and other dramatic "melt-downs"

by the Plaintiff.⁵ Despite these warnings, the Defendant decided that he truly cared for the Plaintiff and wanted to marry her.

The Plaintiff described the relationship of the parties as conflicted. She was unhappy the Defendant dated other women while she was in California. When they resumed their relationship and she returned to Connecticut, she remained convinced he was seeing other women. She described the Defendant as demanding, controlling with money and unsupportive of her difficulties as a parent. She alleged the Defendant used drugs and drank to excess. Nevertheless, she was also optimistic about the future when they married.

The parties were married on December 24, 2015. They lived in the home purchased by the Defendant in 2002. As he had prior to the marriage, the Defendant paid all the household bills. The Plaintiff made no contributions to the mortgage, taxes, insurance or costs of the home. The Defendant paid for the installation of a home hair salon so the Plaintiff could work from home. She made no contribution to this installation. The Plaintiff did make contributions by way of maintenance as well as decorations and furnishings. She took these things with her when she moved out of the home in January, 2015.⁶

When the parties lived together, they disagreed about money. The Plaintiff was not working but for the occasional in-home salon client. The Defendant's annual net income at the time did not exceed \$150,000. However, the Plaintiff was spending \$5000 to \$6000 per month on credit card and Amazon purchases. When the Defendant complained this was too high, the Plaintiff became angry. The Defendant did eventually limit the Plaintiff's access to joint credit cards because of their dispute about her spending. Nevertheless, the Defendant paid all but one of these credit card debts (a Discover card) (See Agreement #179).

⁵ The parties did execute a prenuptial agreement but neither party sought its enforcement in this proceeding.

⁶ In fact, the Plaintiff took nearly all of the household furniture, the artwork off the walls, utensils and the washer and dryer. She also took all of Leo's bedroom furniture, toys and clothing, even though Leo was remaining in the home she was vacating. The GAL had to intervene to have Leo's things returned. The other items were never returned to the Defendant.

The Plaintiff began to act oddly almost immediately after Leo's birth. She was taking Adderall and using marijuana. In 2016, she accused her eleven year old step-daughter, Bella, of watching hard-core pornography on her tablet computer and sexually molesting Leo. She claimed Leo told her about these events, though he was two years old at the time. In 2018, the Plaintiff claimed Leo was sexually molested at his day care/camp, but she did not tell the Defendant. Instead, she took the child directly to the police department. There, she relayed detailed and bizarre accusations about the child having been abducted from camp and held in a tunnel where people put screwdrivers in his anus. She said Leo, then three years old, told her about these events. Days later, the family went out for ice cream. Leo pointed to a woman who had an eye injury. The Plaintiff followed and harassed this woman, accusing her of being the person who abducted Leo from camp, held him in a tunnel and assaulted him.

The Plaintiff began telling Leo he was "Jesus." She told neighbors, friends and day care providers that the Defendant was homosexual and a pedophile. She made these statements to Leo and to others in front of Leo. The police were called multiple times and DCF became involved.⁷ The Defendant attempted an intervention with friends and family in an effort to get the Plaintiff help. These efforts were rejected by the Plaintiff, and her behavior escalated until she was finally, in 2018, admitted by ambulance to St. Vincent's Behavioral Health. She remained in the hospital for seven days, where she was diagnosed with and treated for acute psychosis. She was prescribed medication for psychosis and directed to follow treatment and medication regimes. The Defendant understood the Plaintiff was very ill and would likely require anti-psychotic medication and treatment for the rest of her life.

At the time of her discharge from the hospital, the Plaintiff stated that she knew her accusations regarding Leo and the Defendant were false beliefs related to her illness.⁸ Despite this revelation, the Plaintiff only complied with the recommended treatment for a few months after her

⁷ DCF maintained an active file on the family for several years, ultimately substantiating claims against the Plaintiff for abuse and the Defendant for neglect in not protecting Leo from the Plaintiff. Both parties appealed the substantiations.

⁸ She indicated a similar understanding in 2019 to Dr. Biren Caverly, explaining "I could hear what's going on, but didn't have control of what's coming out of my mouth." (Defendant's H, Sealed, p. 25).

discharge. When she stopped the recommended treatment, in particular the recommended medications, the Plaintiff resumed her bizarre accusations against the Defendant regarding Leo.

PROCEDURAL HISTORY

In March, 2019, the Plaintiff told a DCF worker the Defendant sexually assaulted their son; the behavior she complained of was described by her as the Defendant putting his hand on the child's knee. She filed this action in April, 2019 and with it an Application for Emergency Ex Parte Order of Custody (#102) in which she alleged that the Defendant was sexually abusing their son, was a drug addict⁹ and that he "tried to get me committed to a mental institution so he can take custody of our son." This application was granted on an ex parte basis. At the hearing to continue the ex parte orders, the Plaintiff did not pursue the continuation of these orders. Instead, the parties reached an agreement indicating they would continue to live together, share joint legal custody and pursue a psychiatric evaluation of the Plaintiff and treatment for her at the Yale Psychiatric Unit if available. The parties also agreed to pursue an evaluation for the Defendant with his prior therapist and a therapeutic evaluation of the minor child. (Agreement #107 and Agreement #111). In May, 2019, the parties filed an agreement containing a more detailed parenting plan and financial orders. (#111).

In June, 2019, the Defendant filed an Application for Emergency Ex Parte Custody of the child, which was denied (#117). That same month, the Plaintiff filed another Ex Parte Temporary Restraining order per prochain ami (PPA) for the child against the Defendant, alleging the same facts as the Emergency Ex Parte Custody application she filed in April. (FBT FA 194055774) That application was initially granted but withdrawn by her in July, 2019.

On July 1, 2019, the parties entered into an agreement (#125) indicating the withdrawal of the Plaintiff's Temporary Restraining Order PPA for the child and the Defendant's Emergency Ex Parte Custody Application (#117). In the same agreement, the GAL was appointed. The parties agreed that, while the GAL was conducting her investigation into the parties' claims, the child would live with the Plaintiff in the family home. To dispel the accusations of the Plaintiff, the Defendant agreed to

⁹ The Defendant submitted to a hair follicle drug test, which was negative.

supervised access with his child multiple times per week in the presence of an experienced Licensed Clinical Social Worker. That supervisor reported no concerns about the Defendant's parenting.

On July 25, 2019, the parties submitted another agreement to the court, dropping any supervision for the Defendant's access with the child (#139). The Plaintiff continued to tell various professionals that the Defendant was a pedophile, a drug addict and a homosexual. At the same time, she accused the Defendant of having affairs with women, including his assistant and the neighbors. She began referring to the Defendant as "Francis" though his legal name is Frank.¹⁰ She continued to tell DCF and others that the Defendant sexually assaulted Leo and infected him with genital warts. The GAL was concerned about this behavior, especially because it often occurred with Leo present.

In September, 2019, after the GAL had looked into the parties' claims, she recommended and the parties agreed to full psychological evaluations for them and the minor child (Agreement #145). They chose Dr. Biren Caverly to perform this function, and she performed her evaluation from October to December, 2019.

Dr. Biren Caverly released her report (the report) to the parties and the GAL on December 30, 2019.¹¹ It indicated serious concerns about the Plaintiff's mental health and concerns for Leo if he remained in her care. It stated, "[The Plaintiff] is consistently attempting to undermine Leo's relationship with [the Defendant]." (Defendant's Exhibit H p. 56).¹² The report indicated the Plaintiff likely suffers from a delusional disorder "that makes it hard for her to understand what is happening and what she is imagining." Untreated, she would continue to make false accusations about the

¹⁰ This continued throughout the trial; the Plaintiff referred to the Defendant as "Francis" even when corrected by defense counsel. The Defendant believes she intends this as an insult because she thinks the name sounds feminine.

¹¹ It was entered as a full exhibit at trial on August 2, 2021 as Defendant's Exhibit H but sealed in accordance with the agreement of the parties and Practice Book §§ 25-59A, 25-60 and 25-60A.

¹² The full passage states, "It appears that [the Plaintiff] is consistently attempting to undermine Leo's relationship with [the Defendant]. This was demonstrated repeatedly in the audiotapes that [the Plaintiff] provided this evaluator in which she is interviewing Leo exclusively about being physically or sexually abused by [the Defendant]. It is noted on the tapes that Leo frequently attempts to change the topic but that [the Plaintiff] continues to ask him inappropriate questions that are damaging to his relationship with [the Defendant]. The questions support the narrative that [the Defendant] is harmful and that he should be apologizing to Leo, and Leo is being rewarded with [the Plaintiff's] attention by providing her with these negative statements. No information was provided to the evaluator that suggested or supported that [the Defendant] is attempting to undermine Leo's relationship with [the Plaintiff]." (Defendant's Exhibit H, Sealed, p. 56)

Defendant and others and continue to subject the child to unwarranted examinations. The report recommended the Plaintiff's access with Leo be temporarily restricted to a supervised therapeutic setting.

The following week, the Defendant filed another Application for Emergency Ex Parte Custody of Leo (#169). On January 3, 2020, the parties entered into an agreement (#170) which essentially granted this motion and incorporated most of Dr. Biren Caverly's recommendations. The Defendant received sole legal and physical custody. The Plaintiff's access with the child was supervised. She agreed to engage in dialectical behavior therapy (DBT),¹³ to look into an Intensive Outpatient Program (IOP) and to pursue a psychiatric review to address her medication requirements.

The Plaintiff also agreed to leave the marital residence. The Defendant moved back into the home with the child. The Defendant agreed to give the Plaintiff \$10,000 to pay her counsel fees, to pay essentially all of her living expenses (rent, cable, electric, internet and cellphone) until January 12, 2020¹⁴ and to pay her \$500 per week in alimony.¹⁵

The Plaintiff did enroll in an IOP and engage in DBT therapy. It is unclear if she submitted to a psychiatric evaluation to determine if she would benefit from psychiatric medication.¹⁶ Nevertheless, the Plaintiff's behavior did improve to the point where, by August, 2020, the GAL was recommending, and the Defendant was allowing, expanded unsupervised access between the Plaintiff and Leo. This improvement in the Plaintiff's treatment and interactions with Leo continued. The

¹³ DBT is a form of psychotherapy used to change behavior patterns. It can be used to treat those with personality disorders and mood disorders.

¹⁴ The Plaintiff's position is that the Defendant was obligated to pay these expenses until further court order. The Defendant claims that the parties limited these obligations to January 12, 2020. The text of the agreement supports the Defendant's position. See Agreement #170 page 4 of 5.

¹⁵ Pursuant to this agreement, the Defendant also agreed to pay the Plaintiff's membership to one gym: Riverwalk Circuit. This was raised at trial because, unbeknownst to the Defendant, the Plaintiff continued to charge her monthly \$147 membership fee at a second gym (Cross Fit) to the Defendant's credit card for an additional 26 months. The Defendant did not request the Plaintiff repay this \$3800 to him, but that it be considered in the court's financial orders.

¹⁶ The Plaintiff provided a letter to the GAL stating she did. Dr. Biren Caverly indicated this was not sufficient because the author of the letter did not know of the Plaintiff's prior diagnosis of acute psychosis, had not talked to the GAL and had not read her report.

Defendant was regularly communicating with the Plaintiff and arranging for long periods of unsupervised access between Plaintiff and child.

Unfortunately, the Plaintiff's progress halted in early 2021 when she was stopped taking any medication or receiving any treatment for her delusional disorder. She stopped seeing all her mental health providers.¹⁷ She began displaying the same behaviors she had before her hospitalization; bizarre allegations against the Defendant and strangers, reports to DCF and others about these allegations and renewed claims about the Defendant's daughter and about the Defendant transmitting genital warts to Leo.

The Plaintiff engaged in other alarming behavior with Leo in March, 2021. The Defendant arranged for Leo to spend time with the Plaintiff for his sixth birthday. She planned a small celebration which the child was aware of. However, on that date, the Plaintiff became focused on the condition of the child's teeth. Instead of holding the birthday celebration as planned, she took Leo to multiple emergency pediatric health clinics. She did not call the Defendant, who is a licensed and practicing dentist. Instead, she spent her entire parenting time with Leo subjecting him to dental examinations. Leo made no complaints about his teeth to the Defendant upon his return and was distressed and confused about the time with the Plaintiff.

By the summer of 2021, the Defendant ceased all unsupervised access between the Plaintiff and Leo and insisted on following the court orders requiring a supervisor. After many efforts by the GAL, the parties agreed on Valentina, an individual suggested by the Plaintiff. The Defendant arranged for and paid for this supervision. These visits were relatively successful, but they ended in February, 2022 when the Plaintiff contacted the GAL directly about Valentina's "liability insurance." (Court Exhibit A admitted February 16, 2022) Valentina became alarmed with the Plaintiff's behavior toward her and resigned. At the close of trial, no new supervisor had been suggested by either party and Leo was not seeing the Plaintiff in person. The Plaintiff forcibly entered the

¹⁷ The Plaintiff had been seeing Dr. Karassik, who she described as a neuropsychologist. The GAL described Dr. Karassik as helpful and insightful. The Plaintiff claims this doctor told her there was "no need" for her to continue treatment beyond January, 2021. (See also Plaintiff's Exhibit 13. Which was sent to the GAL by the Plaintiff.)

Defendant's home when Leo was present. She appeared unannounced at the child's sport events. Her behavior was so alarming that the event facility ordered her to leave. In April, 2022, the Defendant was granted a Restraining Order prohibiting all contact by the Plaintiff with him and Leo until July 15, 2022. *Tiberi v. Tiberi*, Superior Court, judicial district of Fairfield, Docket No. FA-22-5048259.

EVIDENCE

Dr. Biren Caverly testified at trial about her work with the family, the specific questions agreed upon by the parties (#145) and her recommendations.¹⁸ She explained her initial discussions with the parents regarding authorizations for other providers and the understanding that her report could not be shared with anyone without an order of the court. Both parents indicated their consent to these terms. She detailed her evaluation process, which included interviews with the parents separately and the child with each of the parents, psychological testing of all family members, conversations with collateral sources and a review of information received from the collaterals and the parties. The first seven pages of her sixty-three-page report are devoted to this process.

She also discussed the timing of her work with the family. Her evaluation began in October, 2019 and concluded with the presentation of her report in December, 2019. In February, 2020, the Defendant filed a motion requesting Dr. Biren Caverly be permitted to update her report (#248). The GAL contacted her on May 3, 2021 about this possibility. She testified this was a common request for that time period given the COVID-19 pandemic and attenuated delays in court trials. However, the next day, the Plaintiff's lawyer notified Dr. Biren Caverly of the Plaintiff's intention to sue her. She then began receiving threatening communication from Paul Boyne on the Plaintiff's behalf. She was then made aware of two documents drafted and filed by the Plaintiff with the court (#252 and #257) objecting to her updating her report. In light of these events, and because no agreement was reached on the request to have the doctor update her report, she did not reengage with the parties prior to her testimony.

¹⁸ Her written evaluation was entered as a full exhibit on August 2, 2021 as Defendant's Exhibit H. She testified in January, 2022 and was cross examined by Plaintiff's counsel.

Despite the twenty-four month gap between her report and trial, Dr. Biren Caverly's testimony was helpful to the court. She made clear which of her conclusions might be impacted by the passage of time and which would not. She provided the court with a thorough history of the parties' conflict. Of particular benefit to the court, she offered a detailed and contextualized overview of the Plaintiff's mental health struggles and the impact different types of treatment might have. She also assisted the court in understanding that while some of the Plaintiff's behaviors might be attributable to a mental illness, her deceptive and disruptive actions were likely not attributable to any illness. Dr. Biren Caverly's testimony was credible, largely uncontroverted and instructive to the court.

Dr. Biren Caverly indicated she had no concerns with the Defendant's parenting of Leo. She identified some obsessive and controlling tendencies in the Defendant, as well as a history of substance abuse, but she did not recommend any treatment for him. She did suggest he could benefit from supportive counseling to process the chaos and upset of his divorce. She did not believe these things would impact the Defendant's parenting.

Regarding Leo, Dr. Biren Caverly observed the child was comfortable with both parents. With the Defendant, she observed a normal relationship with appropriate boundaries. With the Plaintiff, she observed an inability to set appropriate boundaries and observed concrete examples of the Plaintiff's efforts to use Leo to support her narrative. At one point, Leo told Dr. Biren Caverly that the Plaintiff told him to tell Simon (the DCF worker) that the Defendant touched him sexually.

Regarding the Plaintiff, Dr. Biren Caverly raised several concerns but principally the Plaintiff's accusations against the Defendant and others regarding her children. These she determined were likely delusions, distortions in reality the Plaintiff perceived as true. These delusions are encapsulated, meaning they are limited to her children and the Defendant and, therefore, do not interfere with other areas of her life. This is likely why the Plaintiff went so long without being diagnosed or treated properly. Unlike other delusional disorders that impair all aspects of a person's functioning, the Plaintiff's delusions are not apparent unless her children are involved. She can work, have relationships and manage day-to-day tasks without trouble. However, her delusions are always

with her. On the subject of Leo and the Defendant, "it is hard for her to understand what is happening and what she is imagining."

This impairment will make it extremely difficult for the Plaintiff to co-parent. She does not, and perhaps cannot, trust the Defendant to care for Leo. Dr. Biren Caverly also identified the Plaintiff as having trouble with impulsivity and anger. This impairs her ability to work with others, including teachers, therapists and medical providers for Leo. When faced with recommendations that differ from her own, she cannot cooperate or work productively for Leo's benefit. This, coupled with her distrust of the Defendant, will make co-parenting virtually impossible.

Leo was fortunate to have a skilled and experienced GAL representing his interests in this action. The GAL testified on the last two days of trial. The Plaintiff, self-represented by that time, did not appear for the GAL's testimony. The GAL was extremely thorough in her work. She spoke to dozens of collateral sources, including the Plaintiff's family members, and sought input from the many professionals involved in Leo's life. She was in constant contact with the DCF during their involvement. She also stayed in communication with Leo's schools and his therapist.

Because she has been involved with the parties since 2019, the GAL provided the court with valuable historical perspective. This was especially helpful regarding the behavior of the Plaintiff as she was able to correlate the Plaintiff's behavior, both good and bad, with her intermittent mental health treatment. Contrary to the Plaintiff's statements, the GAL was and is a strong advocate for Leo's relationship with her. In 2020, it was the GAL who recommended expanding the Plaintiff's time with the child and it was also the GAL who worked directly with Dr. Karassik on the Plaintiff's behalf. However, the GAL's current recommendations are consistent with this court's interim orders. The Defendant is Leo's primary parent, and that relationship is the most important one for the child. Leo's relationship with the Plaintiff is unreliable. Sometimes their time together is normal and fun for Leo but often it is consumed by the Plaintiff's delusions for his safety or her anger at the Defendant. It is the GAL's opinion that the Plaintiff should not see Leo until she is evaluated and treated appropriately. The GAL is confident the Defendant is an adequate gatekeeper for the Plaintiff and Leo.

The Plaintiff's false beliefs about Leo have a direct impact on his wellbeing. He was subjected to numerous invasive and unnecessary medical and psychological examinations. Leo's pediatrician examined him in relation to the camp incident in 2018 and again later that year when the Plaintiff accused the Defendant of transmitting genital warts to the child.¹⁹ She asked a police officer to examine her child's penis for warts. On another occasion, the Plaintiff insisted the pediatrician conduct an invasive internal rectal examination to verify her claims of sexual abuse. The pediatrician declined. In 2018, the Plaintiff brought three-year-old Leo to "counseling" at Twin Peaks Counseling center. There, she insisted the child be talked to about people touching his private parts. The child was interviewed, but the staff became more concerned with the Plaintiff's behavior than Leo's. She took the child to the Yale Child Study Center, insisting that Leo be enrolled in their child trauma treatment program. They declined, indicating it was not applicable treatment for Leo. In 2019, the Plaintiff insisted to the same doctors that a rash on Leo's neck was actually bruising from the Defendant choking the child. That same year, the Plaintiff insisted the child be examined again, and that DCF be notified, because the Defendant injured the child's penis. All these claims were determined to be unfounded by the pediatricians, by the DCF and by the GAL.

The Plaintiff's behavior has also impacted Leo's relationship with his peers. In 2019, she told a neighbor that Leo had been molested at day care and that the Defendant was sleeping with that neighbor's wife. The conversation was so odd that the neighbor told the Defendant and never permitted Leo to socialize with their child again. In 2020, the Plaintiff told a parent at school, in vulgar profane language, that the Defendant was a child molester and a pedophile. That parent also excluded Leo from any activities with her child. In 2022, the Plaintiff repeated this behavior at Leo's soccer games, alarming the Defendant and other parents. As a result, she was excluded from the facility by the management and ordered to stay away from the facility by this court in its interim orders.

¹⁹ The same accusation she made against her first husband regarding Zana.

Finally, and most important for the child, the Plaintiff's behavior undermines and damages Leo's relationship with the Defendant. The Defendant is now Leo's primary parent. It is imperative that he feel secure in that relationship. Until the Plaintiff can interact with Leo in a way that is not destructive to Leo's security their access must remain limited.

FINANCIAL CONSIDERATIONS

The Plaintiff has a varied work history. She transferred to Connecticut incident to a position with ConAir doing education and sales. She is a trained and licensed esthetician. She was working when the parties met but stopped in November, 2015 while pregnant. She did not work while the parties lived together. The parties disagree as to why. The Plaintiff says the Defendant did not want her to work. The Defendant says he wanted the Plaintiff to go back to work and even remodeled a room in their house into a hair salon so she could see clients from home. The parties agree the Plaintiff did see clients at this in-home studio but it was never full time employment.

The Plaintiff was not honest with the court about her income. She did not produce financial discovery. She refused to sign a financial affidavit for trial until ordered to do so in January, 2022. During her testimony, when confronted with a W-2 form, she admitted she had been working at the Busy Beaver day care facility since March, 2021. She could not recall how many hours per week she worked or what her hourly wage was. She claimed her schedule was completely flexible and she had as many hours per week available to her as she wanted. However, she was choosing to work part-time. When asked why she made this choice, she told the court that "after I wrap this up" (the divorce litigation) she would "work a little more."

The Plaintiff also revealed that, since early 2021, she had been working a second job as a per-diem legal assistant for her lawyer at the time, Attorney Hamilton-Doster. The Plaintiff's July, 2021 financial affidavit (#307) did not accurately reflect her earnings from Busy Beaver and did not reflect any earnings as a legal assistant.²⁰

²⁰ The Plaintiff first told the court she was bartering with her attorney for legal services. She then told the court she had received checks from Attorney Hamilton-Doster but did not cash them until after July, 2021 because she did not need the money. She eventually conceded she may have overlooked her obligation to disclose this income.

Notwithstanding her two jobs, her receipt of alimony and the payment of all her living expenses by the Defendant, the Plaintiff was also receiving HUSKY health insurance, \$300 per month food stamps and possibly cash assistance (Temporary Assistance for Needy Families or TANF). She was asked for, but did not produce, her application for these public benefits.

The Defendant is a dentist. He shares a dental practice with his brother. He testified credibly as to his income and assets. The COVID-19 pandemic impacted his earnings while this case was pending. His weekly expenses, including payments on liabilities but excluding payments to the Plaintiff, are approximately \$3100. His gross weekly income is approximately \$2800. He paid for litigation costs and court ordered alimony and living expenses for the Plaintiff, by making withdrawals from an Individual Retirement Account (IRA). As COVID limitations on his practice are lifted, his income may increase. However, he will likely shoulder all responsibilities, financial and otherwise, for Leo throughout the child's minority.

The Defendant agreed to pay the Plaintiff alimony of \$500 per week and most of her monthly living expenses beginning January 2, 2020. (See Agreement # 170). He paid the alimony and expenses as ordered until his dental practice was forced to close in April, 2020. When his practice closed, he filed a motion to modify his financial obligation (#208 filed April 8, 2020). However, he continued to pay the Plaintiff's expenses and alimony of \$250 per week from his savings and IRA withdrawals. In November, 2020, the Plaintiff began rejecting his checks for \$250. After many weeks of the Plaintiff refusing his checks for \$250, he stopped his efforts and ceased all alimony payments. He continued to pay, and the Plaintiff continued to accept, checks for her living expenses in the approximate amount of \$250 per week.

In January, 2022 the Defendant attempted to pay the Plaintiff \$25,000 for alimony owed from November, 2020 to January, 2022. A check for this amount was offered on the record and accepted by Plaintiff's counsel on January 24, 2022 without prejudice for either party to pursue the motions for modification and contempt related to alimony payments from April, 2020 to that date. The Plaintiff, inexplicably, refused to accept this \$25,000. She did eventually cash the check, but it was weeks after

the initial exchange. This behavior was inconsistent with her request for alimony based on financial need.

The Defendant has three principal assets. He owns a home in Shelton that he purchased in 2002 which has an approximate net value of \$320,000. He has a 50% interest in his dental practice that was established in 1992 that has an approximate value of \$200,000. Finally, he has an IRA which he opened prior to the marriage with an approximate value at the time of trial of \$1,100,000. This IRA consists of high risk market investments which the Defendant manages himself. Its value has fluctuated widely during the course of this action. The Plaintiff made no contribution to any of these assets.

In her proposed orders the Plaintiff requested division of all the Defendant's assets. She also requested he pay her legal fees, many of her personal bills and alimony of \$6000 per month for four years.

The Plaintiff took several actions that were contrary to her claims for relief. First and foremost, she did not appear for the final days of trial despite an order to do so. (#361). Specifically, she did not appear on February 22, 2022; March 8, 2022 and March 16, 2022. However, she did participate in the court process by filing twenty-nine motions from February 16, 2022 to March 15, 2022.²¹ In light of those pending motions, the court issued an order indicating her motions would be heard on March 15, 2022 if she appeared. (#392). Because she did not appear, her motions were not considered by the court.

As discussed earlier, the Plaintiff was not candid about her finances. She did not file a signed and sworn Financial Affidavit in advance of trial. On January 24, 2022, she was ordered to do so no later than January 27, 2022. She missed this deadline as well. She refused a check for \$25,000. She did not disclose her earnings or even her employers until confronted by Defense counsel.

The Plaintiff filed a frivolous grievance against defense counsel. The Plaintiff had Dr. Biron Caverly served with a federal lawsuit but ultimately did not return the suit to court. She testified that

²¹ The Plaintiff filed an additional sixteen motions between March, 15, 2022 and July 1, 2022. Her motions were not served on the opposing party and stated no legal basis upon which any relief might be granted.

she only had Dr. Biron Caverly served with the case to intimidate her. Dr. Biron Caverly was forced to hire counsel who appeared in court for her testimony. The Plaintiff made other efforts to influence the GAL and the court, including threatening the GAL, encouraging others to threaten the GAL and her office staff and recruiting people to attend court “mostly for intimidation.” (See Court Exhibit A, B, D admitted February 16, 2022)

The Plaintiff disseminated Dr. Biren Caverly’s report, violating the privacy rights of the Defendant and her son. She attached it to her grievance complaint, she gave a copy to Dr. Karassik and two individuals she had never met: Jill Jones-Soderman and Paul Boyne. She did so knowing the report was confidential and protected by law. (See Agreement #145)

Jill Jones-Soderman and Paul Boyne acted on the Plaintiff’s behalf in this case. Their involvement was detrimental to her claims for custody and damaged her relationship with the GAL, the Defendant and DCF.

Jill Jones-Soderman²² (JJS) claims to be the founder of The Foundation for Child Victims of Family Courts. JJS told the Plaintiff she was a consultant who could help her with her legal strategy. She claimed to be familiar with the judge, the lawyers and the evaluator in this case. She demanded \$5000 from the Plaintiff for her services. The Plaintiff claims she never paid this fee, but JJS did become involved in the case and the Plaintiff acted on many of her directives. The Plaintiff claims JJS “gave her legal advice, including telling the judge to ‘recuse yourself’” and drafted legal documents for her. JJS drafted the “Plaintiff’s Memorandum in Opposition to Reappointment of Jessica Biren Caverly” dated March 25, 2021 (#252). This document is devoid of any legal authority but replete with details only the Plaintiff would have provided. JJS also advised the Plaintiff to grieve Defense counsel and to threaten Dr. Biren Caverly with a lawsuit, both of which the Plaintiff did.

²² Jill Jones-Soderman was a licensed social worker. She has not held a license in any state since 2010. She has been found by this court, and others, to be a destructive and manipulative presence in family court cases. See *Ambrose v. Ambrose*, Superior Court, judicial district of Fairfield, Docket No. FA-19-6088163 (April 26, 2022, *Adelman, J.*); see also *Ambrose v. Ambrose*, Superior Court, judicial district of Fairfield, Docket No. FA-19-6088163 (September 11, 2020, *Grossman, J.*). A parent successfully sued her in federal court for making false statements that he sexually abused his children, and he was awarded \$100,000. *Powell v. Jones-Soderman*, 433 F. Supp. 3d 353, 360 (D. Conn. 2020).

It was JJS who advised the Plaintiff to take Leo to multiple dentists on his birthday, much to the dismay of Leo and the GAL. JJS also called DCF on the Plaintiff's behalf and attempted to act on her behalf with them. JJS's actions and recommendations had a terrible impact on the Plaintiff's claims in this case. The Plaintiff admitted as much in her testimony, calling JJS a "radical lunatic" who only wanted her money and to "make a lot of trouble for a lot of people."

The Plaintiff also sought help from Paul Boyne who, like JJS, holds himself out to be a champion of disgruntled family court litigants. Boyne's own family court case went to judgement in 2007 under terms he found unsatisfactory. See *Boyne v. Boyne*, 112 Conn. App. 279, 962 A.2d 818 (2009). He attempted to involve himself in this case by repeated calls to defense counsel, Judicial Branch staff, Dr. Biren Caverly, the GAL and the Plaintiff's counsel and by drafting pleadings and emails for the Plaintiff. (See Court Exhibits A, B, C and D admitted February 16, 2022 (110-113 in the Electronic Exhibit file) and Court Exhibits A and B admitted January 27, 2022 (96-97 in the Electronic Exhibit file). By the time of trial, the Plaintiff disavowed any relationship with Boyne, claiming he did not help her and "hated everybody." However, she was aware that her claims in this action, a complete copy of the psychological evaluation report and her narrative about the Defendant appeared repeatedly on the Our Family Circus blog.²³ She attributed authorship of this blog to Boyne.

The behavior of the Plaintiff made this action longer and more expensive than necessary. Virtually all of the litigation costs were paid by the Defendant. They include \$15,000 for a psychological evaluation, \$6,000 for the testimony of the evaluator, \$42,000 for GAL counsel fees, \$20,000 in counsel fees for the Plaintiff, over \$40,000 for Defendant's counsel fees and costs and \$15,000 for supervised parenting time fees.

This delay benefited the Plaintiff as the Defendant was obligated to pay her alimony and pay her living expenses during the pendente lite period. This amounted to over \$70,000 in pendente lite

²³ This blog consists of racist, homophobic and anti-Semitic tirades aimed at members of the bench and bar in Connecticut and other states. The legal commentary is sophomoric and riddled with profanity. While purporting to be anonymous, the blog comments only cases Boyne has an interest. The content includes reports and other confidential court documents. It also includes the names, pictures and home address of targeted lawyers and judges with detailed instructions on how to shoot and kill those identified.

alimony, rent, utilities, insurance and gym memberships. In addition, the Defendant paid \$15,000 to the Plaintiff when she left the marital residence and spent approximately \$10,000 to replace the household furnishings and utilities (including a washer and dryer) that she took from the home, absent agreement. All told, the Defendant spent over \$230,000 from April, 2019 to March, 2022 on this action. In light of these expenditures, the Plaintiff's lack of candor regarding her earnings and the relative contributions of each party during the marriage, the Defendant proposes no property division and no alimony orders. Having considered the evidence in light of Connecticut General Statutes §46b-81 and §46b-82 the court grants these requests.

In his Amended Proposed Orders and his testimony the Defendant asked the court to award him sole legal and physical custody of Leo and to allow him to decide when the Plaintiff was well enough to see Leo. He does not believe joint custody is possible given the Plaintiff's behavior since they separated. Nevertheless, he values Leo's relationship with the Plaintiff and will facilitate that relationship when it is good for Leo and limit it when it is not. The GAL believes the Defendant has demonstrated his ability to do this over the last two years and that he will continue to do so in the future. Having considered the evidence in light of Connecticut General Statutes §46b-56 the court concurs. It is in Leo's best interests for the Defendant to continue in his role as primary custodian.

FINDINGS

1. The parties were married on December 24, 2015 in Bridgeport, CT.
2. The Plaintiff's prior name was Joriz Castro.
3. The Plaintiff and Defendant resided in Connecticut for one year prior to the filing of this action.
4. The Defendant provided adequate financial support for the Plaintiff and son throughout these proceedings. The State of Connecticut has no interest in this action.
5. All statutory stays have expired.
6. The parties have one minor child in common, Leonardo F. Tiberi, born March 31, 2015.
7. The marriage of the parties has broken down with no possibility of reconciliation.
8. The testimony of the Plaintiff was not credible.

9. The testimony of all other witnesses was credible.
10. The Defendant's current gross annual income is approximately \$145,000.
11. The Plaintiff's current gross annual income from her principal employer is approximately \$30,000. She earns additional income as a legal assistant. She can earn additional income and/or a higher annual income as hairdresser.
12. The Defendant is an appropriate and caring parent. The allegations raised by the Plaintiff against the Defendant regarding the child were unproven.
13. The Plaintiff likely suffers from a delusional disorder. Her condition requires treatment. When untreated, the Plaintiff becomes irrational about her children and cannot distinguish between what is actually happening and what she is imagining. The Plaintiff is not presently receiving appropriate treatment.
14. Had the parties remained an intact family, they would have provided financial support to their son for his post-majority education.
15. The Plaintiff is primarily responsible for the breakdown of the marriage.
16. On April 12, 2022, the court (*Rodriguez, J.*) issued a Restraining Order prohibiting the Plaintiff from having any contact with or coming within 100 yards of the Defendant and Leo until July 15, 2022. A request by the Defendant to extend that order is scheduled for a hearing on July 15, 2022. *Tiberi v. Tiberi*, Superior Court, judicial district of Fairfield, Docket No. FA-22-5048259.

ORDERS

1. The marriage of the parties is dissolved on the basis of irretrievable breakdown.
2. The Defendant is awarded sole legal and physical custody of Leo.
3. The Plaintiff may have FaceTime or other video access with the child, as initiated by the Defendant, a maximum of once per day for 15 minutes. The Defendant may initiate, suspend or terminate any video access as he deems appropriate for the child.

4. All in-person access between the Plaintiff and the child remains at the discretion of the Defendant. Any agreement between the Plaintiff and the Defendant for in-person access must be in writing. A text message, email or Our Family Wizard message is sufficient for this purpose.
5. Unless the parents reach an agreement in writing to the contrary, the Plaintiff must stay 100 yards away from the child, his school, the location of the child's extra-curricular activities, the home of the Defendant and the home of the paternal grandparents.
6. The Plaintiff will not interfere with any treatment of the child and/or any appointments for the child and may not interfere with the minor child's schooling.
7. No motion to modify the custody and access orders should be considered by the court until and unless the Plaintiff states in her motion that she has completed all of the following:
 - a. Engaged in six months of consistent treatment with a psychologist licensed in Connecticut. The psychologist should have experience in both high conflict divorce and personality disorders. There may be only a small number of such qualified people in Connecticut. The Plaintiff would be well advised to consult with the GAL and/or Dr. Biren Caverly in choosing the appropriate provider. The provider must be given a copy of this decision and Dr. Biren Caverly's report, which the doctor and the GAL are authorized to provide.
 - b. Completed a psychiatric evaluation to determine appropriate psychiatric medication. The appropriate evaluator should have experience in both high conflict divorce and personality disorders. There may be only a small number of such qualified people in Connecticut. The Plaintiff would be well advised to consult with the GAL and/or Dr. Biren Caverly in choosing the appropriate provider. The evaluator must be given a copy of this decision and Dr. Biren Caverly's report, which the doctor and the GAL are authorized to provide.
 - c. Demonstrated compliance with a treatment and medication regimen as recommended by the professionals described above for at least six months.

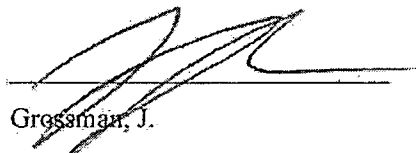
8. The Plaintiff will pay no child support to Defendant. This represents a downward deviation of child support from \$66 to zero. (Guidelines Worksheet #325) This deviation is appropriate in light of the total family support, including the Plaintiff's anticipated costs for treatment and supervision in accordance with the orders above.
9. The Defendant will pay 100% of all extracurricular activity costs for the minor child. The Plaintiff may not enroll the minor child in any extracurricular activity.
10. The Defendant will pay 100% of his work-related childcare costs.
11. The Defendant will provide health insurance for the minor child at his sole cost. He will pay 100% of all unreimbursed health costs for the minor child.
12. The Plaintiff will not incur any non-emergency health care costs for the minor child. The Plaintiff will not interfere with the medical care providers for the minor child. The Plaintiff may not take the minor child to any medical appointments. The Plaintiff will be responsible for any medical costs for the child generated in contravention of this order.
13. The minor child's therapist has recommended that the child has no need for treatment. The initial recommendation for a child therapist was related to the child's transition from the Plaintiff's care to the Defendant's care. Accordingly, the child is no longer required to see a therapist.
14. The Defendant is not obligated to participate in counseling. Motion #219 is granted retroactive to August 24, 2020.
15. The Plaintiff is prohibited from making any audio or video recordings of the minor child.
16. The Plaintiff is prohibited from posting any photos or videos of the minor child on any social media site.
17. The Plaintiff shall pay no alimony to the Defendant.
18. The Defendant shall pay no alimony to the Plaintiff.
19. The Defendant is relieved of his obligation to pay the Plaintiff's Discover Card (See Agreement #179). The Plaintiff is solely responsible for this debt.
20. The Defendant is awarded the real property located at 6 Birdseye Road, Shelton, Connecticut.

21. The Defendant is awarded all interest in his dental practice.
22. The Defendant will retain his SEP IRA free from any claim or demand by the Plaintiff.
23. All financial accounts in the name of the Plaintiff shall remain hers free from any claim or demand by the Defendant.
24. The Defendant is awarded the 2012 Audi Q5.
25. The Plaintiff is awarded the 2009 Mercedes C300.
26. The Plaintiff will not share the psychological evaluation with anyone under any circumstances.
27. Each party will provide for their own health insurance.
28. Each party is responsible for the debts in their own names and will hold the other harmless thereon.
29. The Court will retain jurisdiction for post majority educational support per General Statutes § 46b-56c.
30. The Defendant's obligation to pay alimony in the amount of \$500 per week is modified to zero, retroactive to April 8, 2020.²⁴ (Motion #208 granted in part.) This results in an alimony overpayment of approximately \$40,000. The Plaintiff will not be required to repay this amount; this overpayment has factored into the court's financial orders.
31. The Defendant's obligation to pay household and other expenses for the Plaintiff, as ordered by the Agreement of the parties dated January 3, 2020 (#170), is terminated as of April 1, 2022. To the extent his motions to modify (#192, #197 and #208) sought to terminate these payments prior to that date, that request is denied.
32. The Defendant's Motions for Order to expunge pleadings (#290, #312 and #313) is granted.
33. Each party is responsible for their own counsel fees.
34. Plaintiff's Motions #367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 381, 382, 383, 384, 385, 386, 387, 389, 391, 393, 394, 395, 396, 397, 398, 399, 400 and 401 are denied.

²⁴ The court's interim orders misstated the date of retroactivity of this order. The correct date is April 8, 2020 not February 19, 2020.

35. Pursuant to *Strobel v. Strobel*, 92 Conn. App. 662, 886 A.2d 865 (2005) and Practice Book § 25-26 (g), the Plaintiff must file a Request For Leave To File with this court before filing any motions or pleadings. The request must include a copy of the proposed motion and conform with all rules of practice, including service on the opposing party. The opposing party may file any objection to the request. Any objection must be filed within ten (10) days. If an objection is filed, the court may schedule a hearing to determine the merits of the request at which the moving party must demonstrate probable cause that each of the alleged grounds cited in the proposed motion exist. The court may determine the request and any objection on the papers or at a hearing as determined by the court.
36. The Plaintiff is responsible for 25% of all fees incurred by the Guardian Ad Litem on and after July 30, 2021.
37. The appointment of the Guardian Ad Litem is terminated as of this date. However, the Guardian will remain available to the Plaintiff should she request assistance in identifying appropriate mental health providers and/or request a copy of Dr. Biren Caverly's report be shared with an appropriate mental health provider. Any costs associated with these services will be the responsibility of the Plaintiff.
38. The financial affidavits of the parties are ordered unsealed.
39. These are the final orders of the court and supplant any prior court orders, including the court's interim orders of March, 2022.
40. Any relief requested but not granted herein is denied.

By the Court,



Grossman, J.



State of Connecticut Judicial Branch
Superior Court Case Look-up



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 Civil/Family
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FBT-FA19-5040574-S

TIBERI, JORIZ v. TIBERI, FRANK

Prefix: FA1

Case Type: F00

File Date: 04/12/2019

Return Date: 04/30/2019

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Case Information

Case Type: F00 - Family - Dissolution of Marriage - C.G.S. Chapter 815j
Court Location: BRIDGEPORT JD
Financial Disputes: No
Parenting Disputes: No
RFTD Referral: No
RFTD Accepted: No
Last Action Date: 06/29/2022 (Last Action Date is a data entry date, not actual date)

Disposition Information

Disposition Date:
Disposition:
Judge or Magistrate:

Party/Appearance/ IV-D Authorized Filer Information

Party	No Fee Party	Category
P-01 JORIZ TIBERI Self-Rep: 347 WOODSIDE AVE BRIDGEPORT, CT 06606 File Date: 02/17/2022		Plaintiff
D-01 FRANK TIBERI Attorney: PETER J MCGUINNESS (306493) PETER J. MCGUINNESS 2 SHERMAN COURT FAIRFIELD, CT 06824 Appearance For: Family Superior Court Only Attorney: LISA A KNOPF (405242) 3333 MAIN STREET SUITE 1 STRATFORD, CT 06614 Appearance For: Family Superior Court Only		Defendant
O-01 GUARDIAN AD LITEM Attorney: LALIBERTE LAW LLC (440857) 37 BRIDGEPORT AVENUE MILFORD, CT 06460 Appearance For: Family Superior Court Only		GAL for Minor Child
O-02 THOMAS TIBERI Attorney: VINCENT L NOCE JR (308769) 3354 MAIN STREET BRIDGEPORT, CT 06606 Appearance For: Family Superior Court Only		Witness
O-03 DR. JESSICA BIREN CAVERLY, PSYD. Limited: CHARLES THOMAS GURA (413237) 700 STATE STREET 3RD FLOOR NEW HAVEN, CT 06511 File Date: 07/19/2021		Witness

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