

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. *Jessie Louano Asst. Clerk*

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

OFFICE OF THE CLERK
SUPERIOR COURT
2022 MAR -9 P 12:30
JUDICIAL DISTRICT OF
FAIRFIELD AT BRIDGEPORT
STATE OF CONNECTICUT

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

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.


STEWART, J.