FSTFA216053835S

SRDJAN MILENKOVIC

v.

MARIAH S. MILENKOVIC

SUPERIOR COURT

J.D. OF STAMFORD/NORWALK

AT STAMFORD

May 7, 2024

MEMORANDUM OF DECISION

The plaintiff Srdjan Milenkovic commenced this dissolution of marriage action by summons and complaint filed October 7, 2021. The defendant Mariah S. Milenkovic timely appeared. A multiday trial was conducted on July 18, August 1-2, 15, September 12, 20, and October 11, 2023. At the conclusion of the evidence, this court requested posttrial briefing by October 25, 2023. Thirty days later, on November 24, 2023, the defendant filed a posttrial application for an emergency order of custody pursuant to General Statutes § 46b-56f. Because that motion implicated essential trial issues, the trial evidence was reopened. On December 11, 2023, this court denied emergency relief after an evidentiary hearing, and again closed the trial evidence. A joint request to file amended proposed orders was granted, and those submissions were filed December 18, 2023. Thereafter, on February 29, 2024, this court sought further submissions concerning the foreclosure of the parties' principal asset, an investment property in Greenwich. The last such submission was filed March 22, 2024.

The court's factual findings, and its dissolution decision and orders are articulated below.

I.

FACTUAL BACKGROUND AND JURISDICTION

In making all factual findings and in issuing the decision and orders below, the court has reviewed the trial record and the contents of the court file. The court has also considered the criteria set forth in General Statutes §§ 46b-56, 46b-56a, 46b-56c, 46b-62, 46b-81, 46b-82, 46b-

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83, 46b-84, 46b-86, 46b-87, and 46b-215a, including the child support guidelines issued thereunder, and §46b-215b, as well as the applicable case law, the demeanor and credibility of the parties and the witnesses, the exhibits admitted into evidence, those filings and things judicially noticed, and the parties' proposed orders. The court has also taken judicial notice of the COVID-19 public health state of emergency to the extent it has impacted certain of the findings and orders set forth herein.

A. Jurisdiction.

The court has jurisdiction of this matter and all statutory stays have expired or been waived. The parties resided in the State of Connecticut for a continuous period of at least twelve months prior to the filing of this dissolution of marriage action.

B. The marriage.

The parties were married on September 4, 2016, in Sorrento, Italy.

C. The minor children.

There were two children born issue of the marriage, namely Kaia Lara Milenkovic, born December 26, 2017, and Milan Milenkovic, born May 19, 2020. There are no conflicting orders from any other jurisdiction. Connecticut is the home state of the children, as each has resided continuously here for a period of at least six months. No restraining orders, either civil or criminal, preclude the issuance of the custody orders below.

D. Educational support order.

The court finds it more likely that had the parties remained an intact family they would have made provision for the expenses of college tuition or private occupational school for their minor children. Accordingly, the court shall retain jurisdiction to issue and enforce an educational support order pursuant to General Statutes 46b-56c.

E. Parenting education.

Both parties have certified their successful completion of the parenting education program pursuant to General Statutes § 46b-69b.

F. State assistance.

State assistance is not implicated, as neither party nor their minor child have ever received cash assistance from the State of Connecticut or any subdivision thereof, except for Husky health insurance. Pursuant to the standing orders of the Office of the Attorney General, the court makes appropriate health insurance orders below.

G. The breakdown of the marriage.

The marriage of the parties has broken down irretrievably with no reasonable possibility of reconciliation.

H. The parties.

The plaintiff. At the time of trial, the plaintiff was 46 years old. He testified that he was in good health. He is of Serbian descent, maintains close familial ties in Serbia, and practices Orthodox Christianity. He has an undergraduate degree in law, which he obtained in Serbia. After immigrating to the United States, he obtained his LLM degree at the University of Buffalo in 2007. He failed to pass the bar exam during his initial attempts but was successful in 2016. Since then, he has been practicing law in New York, specializing in immigration matters. Throughout the divorce proceedings he has resided in a two-bedroom apartment in Stamford, Connecticut.

The defendant. The defendant's birthname is Mariah Grossman. At the time of trial, she was 42 years old. She appeared in good health, and she denied experiencing any mental health issues. As to her professional qualifications and employment, she testified that she has a certificate in phlebotomy, though she has worked exclusively in the commercial and residential

mortgage space for decades. During the marriage, she owned a residential mortgage company. Now, however, commercial real estate is the sole focus of her business.

I. The parties' marriage.

Prior to the parties' marriage the plaintiff was living in Queens, New York. The parties met online and began a dating relationship. Approximately one month into the relationship, the plaintiff revealed he was married to another individual with whom he was living. He explained that he and his then-spouse were essentially roommates, and that that marriage was expected to end. True to his word, that marriage did end, and the parties were eventually free to move in together.

The parties' first home was in Westchester County, New York. While the plaintiff was completing his studies for a U.S. law degree, he worked for the defendant's business, assisting her in her work with residential mortgage clients. By the time Kaia was born in 2017, the plaintiff had passed the bar exam and had a solo practice in Yonkers, New York.

J. The breakdown of the marriage.

The parties' marriage suffered significant stress factors that led to the breakdown. As discussed below, those factors included the parties' significant childrearing differences, financial losses, claimed verbal and physical abuse, and the plaintiff's infidelity.

With respect to child-rearing, the defendant credibly testified that the plaintiff did not take an active role. Routine tasks, including bathing and feeding the children were left to the defendant, who occasionally relied upon the assistance of her elderly father, and, later, an au pair, Marlie Van Zyl. The defendant credibly testified that the plaintiff's lack of parental involvement was a considerable source of stress in the relationship.

The parties' finances also stressed the marriage. When the parties' moved to Greenwich it was agreed that they would split household expenses equally. The defendant testified that despite that understanding, the plaintiff was often short of funds (the credible evidence is that she earned considerably more than he did throughout the marriage). As a result, she was often required to contribute disproportionately to the families' expenses. Those financial issues were greatly exacerbated when, in 2019, the couple purchased a new home at 34 Thunder Mountain Road in Greenwich for $1.1 million. Thereafter, in addition to a substantial mortgage, the parties took on more than $500,000 in construction loans. Additional costs for the property required the parties to borrow funds from family, and to take tens-of-thousands of dollars in credit card advances. Further, the parties' ability to meet their significant financial obligations was impaired when, in 2020, a substantial portion of the defendant's business was impacted when she suffered an adverse regulatory ruling precluding her from originating Freddie Mac mortgage loans. The preclusion was based on an adverse fraud finding, which the defendant attributed to the plaintiff's behavior when they worked together and his mismanagement of the regulatory investigation when he represented her as counsel.

In addition to the stressors discussed above, the defendant further testified that the marriage was physically and verbally abusive. She claimed that during the marriage the plaintiff was consistently hectoring and demeaning, resulting in emotional distress. Further, the defendant testified that some points during the relationship also involved physical violence, including an incident when the plaintiff allegedly struck the defendant while she slept, entirely without provocation or explanation. The plaintiff resolutely denies that he has ever been abusive toward his wife. It is not disputed, however, that the parties' interactions did require police intervention at least twice. First, in 2019. The defendant alleges that during a spat with her mother-in-law,

who was visiting the couple, the plaintiff aggressively pulled her hair even though she was holding the parties' infant son Milan. The second incident occurred upon the breakdown of the marriage in 2021. The defendant alleges that the plaintiff became physical during a heated argument after admitting his infidelity. Neither the 2019 nor the 2021 incidents resulted in a domestic violence adjudication against either party. And, notwithstanding the defendant's claims of abuse, she testified that the principal cause of the breakdown was infidelity.

In 2021 the plaintiff admitted to having an extramarital sexual relationship while visiting Serbia. Indeed, he admitted not only that affair but also conceded frequenting internet dating sites. Notwithstanding those admissions, he sought to minimize his misconduct, suggesting to the defendant that she would soon look back on his infidelities and laugh. She did not. She left the marital home. And, after the parties failed to reach accord on a postnuptial agreement, the plaintiff initiated this divorce action.

The court finds that the plaintiff's poor treatment of the defendant and his infidelity are the overwhelming causes for the breakdown of the marriage. That consideration, in part, informs the court's financial orders below.[1]

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[1] During trial the court observed the demeanor of the parties. The plaintiff's behavior requires substantive consideration.

Throughout the divorce proceedings, the plaintiff consistently demonstrated a lack of courtroom decorum, requiring frequent redress. Among other things, the plaintiff engaged in churlish behavior – loudly shuffling papers at counsel table, causing distractions during adverse testimony, chortling at witness statements, and groaning, sighing, and making other outward and audible signs of his disdain for defendant's counsel and their presentation of evidence. Further, he routinely ignored the admonishments of the court and, in some instances, flatly disregarded court rulings. In this respect, the court notes his continued insistence on questioning Marlie Van Zyl, the parties' longtime nanny, about her purported intellectual disability for which there was no credible evidence. Likewise, he seemed to mock his father-in-law's hearing impairment during that gentleman's trial testimony. In all cases, this court permitted ample latitude for the plaintiff to reasonably cross-examine witnesses for permissible purposes, including impeaching their credibility, demonstrating their lack of competent knowledge, and to expose potential biases, if any; the defendant's trial conduct exceeded those bounds, and the court finds that his trial

K. The parties' credibility concerning financial matters.

In advance of the discussion below, this court notes that both parties suffered significant credibility issues at trial.

The plaintiff's financial credibility. The plaintiff's financial conduct in connection with the Thunder Mountain property requires substantive consideration.

The parties obtained extensive construction financing, including from Lafayette Federal Credit Union. As reflected in the parties' 2020 joint loan application with that institution, the plaintiff represented earnings of $11,682 in gross monthly income from self-employment as an attorney. Notwithstanding those representations, the plaintiff's 2021 tax return, reflecting income earned in 2020, during the period in which the Lafayette loan was obtained, identified adjusted gross annual income of only $18,172. To arrive at that sum, the plaintiff deducted more than $136,000 from his estimated gross profits as business expenses. Those deductions included unspecified business deduction of $24,000, and $37,188 for contract labor. As to that latter category, he attributed those costs to the use of outside counsel in his immigration work. Yet, upon scrutiny at trial, he failed to identify with any specificity when such services were utilized, the name of any counsel performing such services, any supporting invoices for such services, or any proof of payment. Charitably put, this court finds the totality of the plaintiff's financial representations to be unreliable.

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misconduct was principally intended to harass, annoy, and intimidate. That the plaintiff represented himself is not an excuse for his poor courtroom deportment; that he is also a practicing attorney makes his conduct even more troubling. Based in part on this court's assessment of the plaintiff, the court credits testimony that throughout the marriage he exhibited cruel, controlling, hectoring, and domineering behavior toward the defendant, and that he routinely disparaged her to a degree that, in the aggregate, impacted her emotional health and well-being.

Further, the credible evidence is that the defendant has been unscrupulous in his comingling of business and personal accounts and expenses in a manner directly contrary to his professional obligations. His conduct included a June 2022 transfer of IOLA funds to his personal account, as well as payments to his personal attorneys from that account. (An IOLA account, or Interest on Lawyers Accounts, is a type of interest-bearing checking account used by New York attorneys to hold client funds.) Likewise, in June 2022, the plaintiff withdrew $80,000 from his law firm's operating account, which he claims he gave a friend to start a business (the stated purpose was entirely uncorroborated at trial). Further, the construction loan funds obtained to pursue renovations on the parties' property on Thunder Mountain Road were deposited first into the plaintiff's IOLA account, then transferred into the defendant's business operating account, before eventually making their way into his personal account. Likewise, the proceeds of the sale of the parties' prior home were deposited into his business account. This court need not detail each comingling transaction identified at trial. The plaintiff conceded that he acted without financial discipline in segregating funds, and he used business and personal accounts for his needs without distinction.

It is plain to this court that the plaintiff has manipulated his financials to suit his specific ends: inflating his income to obtain hundreds-of-thousands in financing yet reducing his income to near poverty levels for tax purposes. The credible evidence is that the plaintiff expended tens-of-thousands in personal expenses beyond his stated taxable income, and used construction loan funds earmarked for improvements at Thunder Mountain Road for personal expenses as it suited him. No aspect of his financial representations is worthy of credence.

The defendant's credibility. The defendant too suffers from significant credibility issues. As adduced at trial, in 2020 the defendant was precluded from originating Freddie Mac loans

after a finding that loans processed by her bore representations that she knew or should have known were false. Accordingly, and in no uncertain terms, the basis of the adverse preclusion order was grounded in fraud. As stated above, the preclusion appears to have substantially affected the defendant's business, as prior to the adverse finding she identified her 2018 gross income at approximately $235,000. By 2021, after the preclusion order, her gross annual income fell to around $111,000 – about where it currently remains. The defendant did not deny that she was sanctioned. In her defense, the defendant testified that any fraudulent conduct resulted from the plaintiff's involvement in the relevant Freddie Mac loans and that despite the issuance of sanctions against her, any moral turpitude was his alone.

Notwithstanding the defendant's protestations, this court concurs with the assessment of the regulators that, to the extent the fraudulent conduct occurred, the defendant knew of and openly countenanced it. The court finds that behavior extends not only the defendant's mortgage loan business but to other aspects of this case, including the procurement of construction loans for the Thunder Mountain Road property. To be clear, this court does not render a merits judgment as to the issues raised in the preclusion order – only that that sanction supports the court's independent determination that the defendant's trial testimony, though credible in certain respects, lacked credibility in others.

II.

DISCUSSION AND ORDERS.

A. Dissolution.

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

B. Alimony.

The court has considered the statutory factors set forth in General Statutes § 46b-82. Given this court's finding that the plaintiff was responsible for the breakdown of the marriage, the court finds that the facts and circumstances do not justify an award of alimony to the plaintiff.

The court has considered the award of alimony to the defendant but declines to make such award. Relevant to this court's consideration is the lack of need for rehabilitative alimony given the defendant's age, station, occupation, earning capacity and employability. Indeed, throughout the marriage she enjoyed a successful career, which produced income greater than the plaintiff's. And, although the defendant has suffered financial losses and bears significant expenses from the marriage, this is not a rehabilitative alimony case. On the other hand, the defendant's infidelity and financial misconduct (namely, the loss of equity at the parties' Greenwich property on Thunder Mountain Road) are equitable factors supported by the trial evidence, which would support an alimony award. But, because those factors ultimately inform the court's equitable distribution orders, particularly the allocation of debt and liabilities, this court finds that, on balance, the mosaic of orders made pursuant to General Statutes § 46b-81 mitigate against a further award of alimony as a matter of equity.

Accordingly, no alimony is awarded to either party.

C. Custody and parenting.

Abuse allegations. Custody of the parties' children is the primary dispute. In that respect, the procedural history of this case has been fraught. Prior to trial, the parties filed no fewer than five motions (#103.00, #112.00, #113.00, #150.00 and #237.00) seeking an emergency change in custody under General Statutes § 46b-56f. After the conclusion of the trial, the defendant filed a

sixth emergency motion, #237.00, which required the trial evidence to be reopened. The history of those proceedings is briefly set forth below.

a) On October 25, 2021, the defendant filed her first emergency motion, #103.00. There she alleged that the plaintiff had struck Kaia, and she was resultantly afraid to spend overnight time with him. She also alleged that the defendant was ill-equipped to care for the youngest child Milan overnight, given that Milan was still breast-feeding. That application was resolved by stipulation, #109.00, which was approved November 8, 2021 (Kowalski, J.). Among other things, the parties agreed to abide by a "3-2-2-3" parenting-access plan for the parties' eldest child, Kaia; the use of a babysitter during the plaintiff's parenting time; and the appointment of a guardian ad litem for the children -- attorney Jacquelyn Ann Conlon.

b) On November 29, 2021, the defendant filed another emergency custody motion, #112.00. The plaintiff responded by filing a competing custody motion, #113.00, on the following day. The Hon. Donna Nelson Heller denied *ex parte* relief on both applications. And, on January 12, 2022, she denied both claims after a hearing on the merits. A transcript of her ruling was admitted in evidence as Defendant's Exhibit D, and her findings are incorporated as if fully set forth herein.

c) Nearly one year later, on October 24, 2022, the defendant filed her third emergency motion, #150.00. There she alleged the plaintiff had sexually abused Kaia. This court granted *ex parte* relief pending the outcome of an investigation by law enforcement and the Connecticut Department of Children and Families (DCF). DCF did not substantiate the claim of sexual abuse, nor have any criminal charges been brought by law enforcement as of the present date. Ultimately, this court denied the motion after an

evidentiary hearing on February 1, 2023; although the court did continue to require the presence of a babysitter during the plaintiff's parenting time and the preclusion of overnight visitation with Milan, all in accordance with the parties' November 8, 2021 stipulation.

The court's findings of fact and decision denying motion #150.00 are incorporated herein by reference.

d) On May 19, 2023, the plaintiff filed an emergency motion, #237.00. This court denied *ex parte* relief that same day. The hearing on that motion was incorporated into the instant dissolution trial. At trial, the court heard considerable evidence concerning the allegations underlying each of the emergency motions above, notwithstanding the denial of contemporaneous relief. The court took testimony from numerous witnesses, including Westport police detective Ashley Delvecchio, as well as DCF investigators Kelly Martins, Vincent Tinnerello, and Gabrielle Franklin DeCastro. The court finds that the plaintiff has not sustained his burden to prove abuse by a fair preponderance of the credible evidence, nor to demonstrate circumstances that otherwise present an immediate and present risk of physical danger or psychological harm to the children. Accordingly, that motion is denied.

e) On November 13, 2023, while the instant trial decision was pending, the defendant filed her fourth emergency motion, #333.00. This court granted *ex parte* relief based on her renewed allegations of child sex abuse against Kaia by the plaintiff. On December 11, 2023, after a further hearing that required the reopening of the trial evidence, this court denied that application on the merits.

The court's findings of fact and decision denying motion #333.00 are incorporated herein by reference.

This court declines to restate the facts underlying each of the court's decisions above. For the reasons discussed in each of the prior rulings, the medical evidence of abuse was inconclusive at best. And, in each case, the DCF investigation concluded that the claims of physical or sexual abuse could not be substantiated, notwithstanding the allegations of the parties and the statements of the children. Since the initial allegations in 2022, no criminal charges have been filed against either party. The investigation by the Westport police department into the defendant's actions is closed; Stamford's investigation into the plaintiff's conduct has resulted in no charges, though it remained open as of the date of trial. In sum, a fair preponderance of the credible evidence does not establish that Kaia or Milan have suffered physical or sexual abuse while in the custody of either parent. Accordingly, this court is persuaded that a limitation of parental access is not warranted on such allegations and is contrary to the children's best interests upon due consideration of the factors set forth in General Statutes § 46b-56(c).

In so ruling, the court has considered fully all the relevant evidence including documentary records from police, medical treatment providers, and DCF. The court also considered the in-court testimony of relevant witnesses, including the parties, fact witnesses like Marlie Van Zyl, various law enforcement and DCF investigators, and medical treatment providers, including, most recently, Emergency Medical Technician Paul Moller and Rakesh Mistry, M.D, both of whom examined Kaia in October 2023. Further, the court considered contemporaneous statements made by the minor children, not for their truth, but for their effect on the listeners. That evidence was necessary to assess the appropriateness of the parties' conduct under the circumstances and for this court to independently gauge the thoroughness and

reasonableness of the conclusions reached by investigations and treatment providers. Further, to the extent the children's statements constituted hearsay, both parties consented to its admission to avoid subjecting the children to a judicial determination of their competence, as required under our Supreme Court's decision in *In re Taylor F.*, 296 Conn. 524, 995 A.2d 611 (2010). Finally, this court has fully considered the testimony of the GAL. Attorney Conlon reviewed hospital records, spoke with DCF investigators, and reviewed the records of DCF's forensic interviews. In her view, the children were regrettably parroting what they heard uttered in their presence.

Consistent with the findings above, DCF concluded that both parties have subjected the children to emotional neglect. Although both parties have appealed that determination, DCF has concluded that each engaged in manipulative and coercive behavior, including potentially coaching and encouraging the children to make untrue claims of abuse. As to the defendant, DCF's view is that she has knowingly advanced an abuse narrative even in the face of contraindicative medical evidence. Of particular concern was that in October 20223, the defendant's insisted that Kaia undergo an invasive forensic examination, despite being informed that such a procedure could be emotionally harmful and was without medical justification. Although she testified that no such advise was given, the court does not find her credible. The evidence demonstrates amply that the defendant is and has been aware that the forensic evidence is not consistent with abuse. Yet, she has over and again reported sexual abuse. She counters that DCF's views are of no moment, and that DCF personnel have conspired against her. Indeed, she testified under oath that DCF supervisors expressly threated to "make up" charges against her if she continued to report abuse. That allegation of extortionate conduct by DCF shocked this court when uttered, yet it was made without qualification. The court finds no credible evidence that

DCF personnel made any such threat. To the contrary, the weight of the evidence shows that in each instance they exercised due care and attention and came to a reasoned conclusion.

This court, having previously adjudicated the parties' prior abuse allegations, and based on the credible evidence adduced at trial, independently concludes that the evidence does not support a finding of abuse. In so finding, this court has considered the GAL's credible input (discussed more fully below) and that of DCF, the court has assessed that evidence fully aware of its obligation to reach an independent judgment, and not to delegate its decision-making authority.

Parenting. The GAL testified credibly as to all matters concerning the children. This court finds that she has acted assiduously in their best interests, and that she has conducted a thorough investigation. The court finds that her recommendations in this matter are sound. Properly, the GAL did not involve herself in the investigations conducted by DCF and law enforcement. This court is satisfied, however, that she reasonably evaluated the information available from such agencies and applied it to her personal observations in reaching sound conclusions concerning the children's best interests.

As to the plaintiff's claims that the defendant-mother has subjected her children to physical abuse, the GAL agrees with DCF's assessment that such claims were unfounded and not credible. She expressed her view that the plaintiff's *ex parte* motion on November 30, 2021, #113.00, was merely tit-for-tat retaliation for the defendant's motion. This court concurs. As to the defendant's conduct, the GAL was more circumspect in her assessment than DCF. The GAL testified that while the provable evidence mitigated against any abuse finding, she did not ascribe malicious intent in the defendant's reporting; though it was her view that in the context of other parenting disputes generally, both parties have "weaponized" their children to further their own

litigation aims. She testified that Kaia particularly is being directed and manipulated by both parents, and that the child's desire to please is creating a difficult and ultimately damaging emotional conflict within her.

Notwithstanding the claims of abuse or the related DCF findings of emotional neglect, the GAL's ultimate assessment is in accord with this court's independent finding that this is not a case requiring that either party be subject to supervision. Indeed, the GAL was unequivocal that her proposed parental responsibility plan would not have provided for joint legal custody or visitation access if she believed that the credible evidence indicated a significant risk of physical or psychological harm to either child by either parent. In this respect she was crystal that the children's best interests would not be served by the imposition of unwarranted risk mitigation strategies, including supervised visitation.

Apart from the threshold question of safety, the GAL testified extensively concerning her assessment of the children's best interests under each relevant factor set forth in General Statutes 46b-56(c). This court declines to restate the GAL's finding as to each consideration. It is sufficient that this court independently concurs with the GAL's findings, including that the plaintiff imposes his desires and wants on the children. And that, in comparison to the defendant, he is less sensitive and more willing to embroil the children in the parties' disputes. That conduct has included video-taping the children at pick-ups and drop-offs, which this court finds de-normalizes the children's routine and is an anxiety-provoking practice. On the other hand, the defendant is to be faulted for micromanaging the children's schedules and for attempting to impose upon the plaintiff unreasonable restrictions on his parenting prerogatives. Nonetheless, this court also concurs with the GAL's view that each party is fully capable of understanding and

meeting their children's developmental needs. Accordingly, both parents can and should be granted the opportunity to actively participate fully in their children's lives.

Despite each parent's capability and general parental fitness, this court recognizes that the parties' current acrimony has led to a complete breakdown of the coparenting relationship, a fact exacerbated by the abuse allegations and the stress of litigating those claims. As the GAL correctly notes, at present, these parties cannot agree as to the color of the sky. That tension makes coparenting a difficult proposition. Unfortunately, that circumstance is compounded by the parties' finances. Here, the GAL was highly critical of the plaintiff's failure to pay child support during the pendency of this case. In her view, he has deliberately placed the defendant in the untenable position of having to fund the children's educational and other essential needs without significant contribution; a fact the GAL likened to a form of coercive control. This court agrees. For the reasons discussed below, the plaintiff's financial conduct requires remedial relief not only for purposes of an equitable distribution of assets and liabilities, but to address undue obstacles to coparenting. Nonetheless, the plaintiff's financial conduct does not require that he be separated from his children, nor that he be deprived from input into major life decisions affecting their lives. Accordingly, this court agrees with the GAL's ultimate recommendation that sharing legal custody is in the children's best interest. That said, there is a present need to mitigate the parties' current inability to coparent by awarding to the defendant final decision-making as to the children's educational and medical needs. In support of that assessment, the GAL observed that the defendant is in a better position to "get the trains to run on time." In other words, the defendant has been the parent most cognizant of the logistics of the children's day-to-day schedules and needs. And, although the GAL believed that the plaintiff loves his children (and they him), the defendant was the parent more effective at imposing beneficial structure. The

GAL testified her view that ultimately, after the dust settles, there is a reasonable expectation that the parties will find an effective means of coparenting.

The court has reviewed the proposed parenting parental responsibility plan filed by the GAL at this court's request, #325.00. The court, in the exercise of its independent judgment, finds that the adoption of that plan is in the best interests of the minor children, having considered the statutory factors set forth in General Statutes § 46b-56(c). That parenting plan is hereby adopted as the enforceable orders of the court and shall be incorporated in the judgment by reference.

D. Child support.

The guidelines. For the reasons discussed herein, the court finds that the plaintiff's gross annual income is approximately $140,000, as reflected in the 2020 loan submission to Lafayette Credit Union. The court finds that his net weekly income is $1,778. Further, the court finds credible the defendant's representation that in 2023 she earned approximately $111,000 in gross yearly income from her business, as reflected in her financial affidavit filed March 14, 2024, #367.00. The court finds that her net weekly income is $1,414.

Under a strict application of the child support guidelines, the children's basic support obligation is $629. The plaintiff's portion is 55.67 percent. Accordingly, his presumptive current weekly support obligation is $350, and his percentage contribution for unreimbursed medical expenses and childcare costs is 45 percent. (The court's calculations above are consistent with the defendant's guidelines that impute to the plaintiff $1,910 of gross weekly income, #286.00.)

Current support obligation. Commencing 14 days from the date of this order, the plaintiff shall pay weekly child support in conformity with the guidelines, #286.00. However, because both parties have extraordinary childcare expenses in the form of live-in assistance, the court

finds that a strict application of the child support guidelines for work-related childcare would be inappropriate or inequitable. Accordingly, the parties shall each be responsible for their own childcare costs, and the court declines to award retroactive childcare for costs expended during the action. This order pertains to nanny/au pair costs and does not affect the plaintiff's obligation to pay the children's tuition, including Milan's preschool, as discussed below.

Retroactivity. The plaintiff shall be responsible for a retroactive portion of child support from October 19, 2021, the return date on the summons. From the date of this order, approximately 133 weeks have passed since the return date. The plaintiff's child support arrearage is thus $46,550. To satisfy that arrearage, the plaintiff shall, in addition to the current presumptive support obligation, simultaneously pay $70 toward the arrearage until paid in full, i.e., a total sum of $420 per week.

Further, within 21 days of the date of this order, the defendant shall via Our Family Wizard, any invoice for unreimbursed medical or dental expenses incurred from the October 19, 2021. Within 90 days from the date of this order, the plaintiff shall pay 45 percent of any qualifying unreimbursed medical or dental expense.

Wage withholding. Wage withholding shall be subject to contingent wage withholding only.

E. Private school tuition.

In her proposed orders, the defendant seeks reimbursement for $937 in tuition related to Kaia's enrollment at the Putnam Indian Field School in Greenwich, Connecticut for the 2021-2022 academic school year. She also seeks contribution to the $40,000 in tuition, fees, and costs at Landmark Academy, where both children were enrolled during the 2022-2023 school year, and where Milan remains enrolled. She has funded that educational obligation largely from loan debt.

The court orders that within 14 days the plaintiff shall reimburse the plaintiff the remaining $937 balance for Kaia's enrollment during the 2021-22 academic year at Putnam Indian Field School.

Further, the plaintiff shall, consistent with the guideline percentages, pay 45 percent of the children's tuition for the 2022-23 academic year for Kaia and Milan, and the 2023-2024 academic year for Milan. Such additional tuition payment shall be made within 60 days of the date of this order. Further, the plaintiff shall contribute 45 percent to private school tuition costs, if any, for the 2024 academic year and beyond. Such payment shall be timely and made directly to the institution. Nonpayment or delayed payment of the sums above shall be subject to statutory interest at 10 percent per annum payable to the defendant.

F. Right of the children to obtain Serbian citizenship.

The children shall have the right to obtain Serbian citizenship in addition to their United States citizenship. And they shall be encouraged to speak Serbian and to acknowledge and embrace their Serbian heritage. This order does not authorize international travel outside the United States in the absence of an agreement by the parties.

G. Life insurance.

So long as the plaintiff remains under a child support obligation, he shall obtain a life insurance policy payable to the benefit of the defendant in the event of his death as security. The policy benefit shall not be less than $500,000. The plaintiff shall provide the defendant with proof of such current policy not later than April 15th each year.

H. The children's health insurance.

The children shall continue to be covered by HUSKY insurance, so long as neither parent has health insurance available to them at a reasonable cost (defined as not more than 7.5% of net

weekly income). If children are put on a private health insurance plan of one of the parents, out of pocket expenses shall be shared in accordance with the percentages outlined in the child support guidelines adopted herein.

Pursuant to the requirements of General Statutes 46b-84(e), the parties are advised as follows: (1) the signature of the custodial parent or custodian of the insured dependent shall constitute a valid authorization to the insurer for purposes of processing an insurance reimbursement payment to the provider of the medical services, to the custodial parent or to the custodian, (2) neither parent shall prevent or interfere with the timely processing of any insurance reimbursement claim and (3) if the parent receiving an insurance reimbursement payment is not the parent or custodian who is paying the bill for the services of the medical provider, the parent receiving such insurance reimbursement payment shall promptly pay to the parent or custodian paying such bill any insurance reimbursement for such services. For purposes of subdivision (1), the custodial parent or custodian is responsible for providing the insurer with a certified copy of the order of dissolution or other order requiring maintenance of insurance for a child provided if such custodial parent or custodian fails to provide the insurer with a copy of such order, the Commissioner of Social Services may provide the insurer with a copy of such order. Such insurer may thereafter rely on such order and is not responsible for inquiring as to the legal sufficiency of the order. The custodial parent or custodian shall be responsible for providing the insurer with a certified copy of any order which materially alters the provision of the original order with respect to the maintenance of insurance for a child. If presented with an insurance reimbursement claim signed by the custodial parent or custodian, such insurer shall reimburse the provider of the medical services, if payment is to be made to such provider under the policy or shall otherwise reimburse the custodial parent or custodian.