

HHB-FA17-6036410-S : SUPERIOR COURT
 JESSICA L. JONES : JUDICIAL DISTRICT OF NEW BRITAIN
 v. : AT NEW BRITAIN
 DEREK J. JONES : JUNE 11, 2024

ORDERS

The court heard the above captioned matter on May 22nd, 2024 and June 4th, 2024. The plaintiff, defendant, defendant's fiancé and Guardian Ad Litem testified. The court considered the following motions:

1. #189.00 Plaintiff's Motion to Modify (6/7/21) (date of service 6/15/21)
2. #190.00 Plaintiff's Motion for Contempt (6/7/21)
3. #192.00 Defendant's Motion for Contempt (6/12/21)
4. #201.00 Defendant's Motion for Contempt (10/27/21)
5. #202.00 Defendant's Motion to Modify (10/27/21)
6. #205.00 Defendant's Motion for Contempt (1/14/21)
7. #210.00 Defendant's Motion for Contempt (5/18/22)
8. #220.00 Plaintiff's Motion for Contempt (8/12/22)
9. #236.00 Defendant's Motion for Contempt (2/22/23)
10. #237.00 Plaintiff's Motion for Counsel Fees (3/3/23)
11. #245.00 Defendant's Motion for Counsel Fees (3/7/23)
12. #249.00 Plaintiff's Motion for Contempt (5/4/23)
13. #250.00 Defendant's Objection to #249.00 (5/16/23)

Judicial District of New Britain
 SUPERIOR COURT
 FILED

JUN 11 2024

ASSISTANT CLERK

6/11/2024 - JDNO sent to Lobo & Associates LLC, Derek Jones, Attorney Meghan Smith
 Oakley Law Offices LLC. R. Wojcik

14. #264.00 Plaintiff's Motion for Wage Withholding (4/20/23)
15. #265.00 Defendant's Motion for Counsel Fees (5/16/24)
16. #267.00 Plaintiff's Motion for Contempt (5/19/23)
17. #268.00 Defendant's Objection to #267.00 (5/19/23)

The parents in this case have utilized multiple attorneys and spent large sums of money on legal fees in their ongoing battle to dominate each other.

The court enters the following orders based on the testimony and evidence presented:

1. The parties shall maintain joint custody of the minor child.
2. During the summer school vacation, Father shall have the child Monday through Friday in July each year. Mother shall have the child from 6 p.m. on Friday until drop off Monday morning in time for camp/daycare. Father will transport the child to Mother on Friday and Mother will return the child on Monday morning to Father.
3. During July, Father shall be solely responsible for the cost of work-related care/summer camp for the minor child.
4. Father's summer vacation will take place in July and shall run from Friday to Friday. Vacation time supersedes Mother's weekend time from 2025 onward.
5. During the summer school vacation, Mother shall have the child Monday through Friday in August each year. Father will care for the child from Friday at 6 p.m. until drop off Monday morning.
6. During August, Mother shall be solely responsible for the cost of any work-related care/summer camp for the minor child.
7. Mother's summer vacation with the child will take place in August and shall run from

Friday to Friday from 2025 onward. Vacation time supersedes Father's weekend time.

8. The period from the end of school in June until July 1 shall follow the established pattern during the school year.
9. The parents shall each be solely responsible for the cost of before and after school care for the child when he is in their care.
10. The court will issue orders on Motion #189.00 when Financial Affidavits and Child Support Guidelines (including ONLY 5 hours of overtime/second job) for the period June 15, 2021 through June 4, 2024.
11. The Plaintiff failed to timely inform Defendant on numerous occasions of medical appointments, dental appointments, and extracurricular activities. The child was being seen for a vision convergence insufficiency problem by Sign and Multispecialty in Farmington, CT. In September or October 2022, Plaintiff switched the child to 4D Vision Gym in Cromwell, CT without notice to Defendant. The services of 4D Vision Gym are not covered by Plaintiff's vision coverage. Defendant did not learn about the change in treatment until December 2022. However, despite her unilateral action, Plaintiff expects Defendant to pay a portion of the charges by 4D Vision Gym.
12. Plaintiff signed the child up for Boy Scouts, band and music lessons without consulting or notifying Defendant. However, she wants Father to pay half the costs of these activities.
13. The Defendant's Motions for Contempt (#236.00, #201.00, #267.00) are granted. The court finds by clear and convincing evidence there were clear court orders, Plaintiff was aware of the court orders, and willfully violated the court orders.

14. As a result of Plaintiff's contempts above, she is solely liable for the charges she incurred for vision therapy at 4D Vision Gym, Boy Scouts, instrument rental and music lessons.
15. Counsel for both parties will work with Plaintiff and Defendant to find appropriate vision therapy for the child covered by either parent's medical insurance. This may require an appeal from Mother's or Father's insurance plans that treatment is medical versus vision correction. If Father's insurance provides better insurance than Mother's, he is ordered to put the child on his plan.
16. Going forward, the unreimbursed cost of the new vision therapy provider shall be divided between the parents pursuant to the Child Support Guidelines.
17. Neither parent will sign the child up for extracurricular activities scheduled on the other's parenting time and/or has a financial cost without the written consent of the other parent via Our Family Wizard.
18. The parent first aware of appointments for the child's medical, dental, vision, extracurricular activities, PPT's or IEP's, and school events shall put the event on the Our Family Wizard calendar and send the other a message on Our Family Wizard advising him/her of the event or appointment. Any medical or educational appointments made over the phone or in person shall be posted on OFW within 24 hours and at least 1 week prior to the appointment except in emergency situations.
19. There will be open and equal access to both parents with regard to medical information. Both parents shall be responsible for contacting the pediatrician, doctors, and hospitals to ensure that they receive copies of above said medical information.
20. Once a new vision therapy provider is secured, the parents shall alternate weekly taking

the child to the therapy.

21. The minor child shall resume therapy with Dr. Bruce Freedman. The child shall attend weekly or as recommended by the therapist. Neither parent will participate in the therapy unless invited by Dr. Freedman. The child shall remain in therapy until Dr. Freedman deems it no longer necessary. The parents will alternate taking the child to appointments.
22. The parents were ordered to enroll in the Families in Transition Program. The parents will participate in the program until it is completed. Any cost shall be shared according to the Child Support Guidelines.
23. Prior to filing any future motions with the court, the parties are to communicate using Our Family Wizard to resolve the issue. After two failed attempts on Our Family Wizard, they must consult with a parent coordinator on at least two occasions prior to filing with the court. The cost of the co-parenting coordinator shall be shared by the parties per the Child Support Guideline percentages. All motions must be accompanied by a sworn affidavit stating the parent has fully complied with this paragraph.
24. The Defendant testified he has concern the minor child has dyslexia. Mother does not share this concern. Defendant shall find a provider and schedule testing and evaluation before the fall 2024 school year. If the child is found to have dyslexia, the cost of the evaluation shall be shared by the parents pursuant to the Child Support Guidelines. If the child is not found to be dyslexic or have a learning disability, Defendant shall pay 100% of the cost of the evaluation. Plaintiff will cooperate and facilitate the evaluation.
25. During drop off and pick up of the minor child at one of the party's homes, the receiving parent shall remain curbside in his/her vehicle and the other parent will stay within the

threshold of the exterior door.

26. Neither parent will go to the child's school during the other party's parenting time except in the case of an emergency.
27. The Plaintiff and Defendant are entitled to one phone call from the child 30 minutes before bedtime when the child is not with them. The call will not last more than 10 minutes, and the child will have privacy to talk to his parent.
28. The parents will both attend the minor child's next pediatrician checkup. They will consult with the doctor privately (without the child being present) to inquire if the child is overweight. The parents will follow the advice of the medical professional regarding the child's diet and exercise during their respective parenting time.
29. Neither parent will discuss adult issues within the child's hearing, including but not limited to court orders.
30. Neither parent will post anything on social media that is negative to the other parent or information that could compromise the child's identity.
31. Both parties shall refrain from making derogatory comments about the other in front of the child and shall not try to obtain information about the other parent from the child.
32. The court is not awarding counsel fees to either party.
33. The GAL has devoted 70.9 hours to this family (assuming the second day of trial takes 6 hours). The outstanding balance due by the Mother is \$5,091. The outstanding balance due by the Father is \$7,637. If either parent pays their outstanding portion within 30 then that parent will receive a 30% discount of their respective fees.

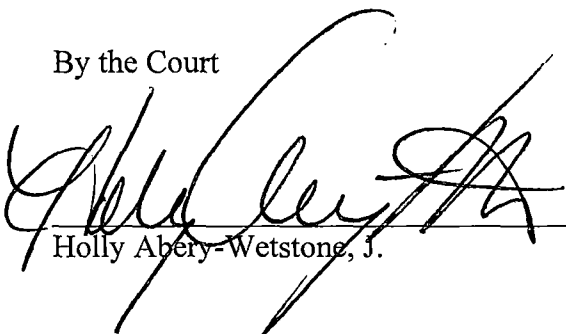
Alternatively, the Mother shall pay \$400 with 30 days and the Father pay \$600 within 30

days. The remaining balance by the parties will be paid monthly as follows: Mother\ will pay \$200 per month and Father, \$300 per month until the balance is paid in full. Payments shall be paid on the 1st of the month. If the parent pays their monthly payments on time, the GAL will issue a discount of 10% to the parent's outstanding balance. However, if a parent fails to make a payment or is late in a payment the entire 10% discount is forfeited. The GAL fees are considered support for the child and not dischargeable in bankruptcy.

34. Each party shall keep the other advised as to his/her home, work, and cell phone telephone numbers, and shall advise the other as to any changes in the above. Each party shall keep the other advised of his/her home address. In the event of a change in residence or telephone number, notice of the change of residence must be made in writing sixty (60) days prior to the move. Each party shall keep the other advised as to the composition of the home. Both parents shall maintain adequate housing.

35. All prior orders of the court not modified by the present orders remain in full force and effect.

By the Court



Holly Abery-Wetstone, J.