

DOCKET NO. FBT-FA-23-6121987-S : SUPERIOR COURT
MARCUS EVAN JONES : JUDICIAL DISTRICT
v. : OF BRIDGEPORT
ASHLEY MARIE JONES : MAY 6, 2024

MEMORANDUM OF DECISION

The present action for dissolution of marriage was filed on February 28, 2023, with a return date of March 21, 2023. The defendant filed a cross complaint on November 29, 2023. Trial took place on May 3, 2024. The plaintiff is self-represented, and the defendant is represented by counsel.¹ Both parties testified at trial. At trial, the plaintiff articulated the relief he seeks, and the defendant filed proposed orders.

I. FINDINGS OF FACT AND DISCUSSION

The court finds the following facts based on the credible evidence presented and having had the opportunity to observe the witnesses' demeanor and to assess their credibility at trial. Both parties have resided continuously in Connecticut for more than one year prior to the filing of the complaint and the cross complaint, and all statutory stays have expired. Therefore, the court has jurisdiction. The parties married on August 26, 2017 in Stratford, Connecticut. There is one minor child issue of the marriage, Colton Evan Jones, born June 17, 2015.

The allegations of the cross complaint are proven and found to be true. The parties' marriage has broken down irretrievably, with no possibility of reconciliation. The plaintiff is thirty-seven years old and in good health. He attended some college, and has been unemployed since December 2022, when his employment at Sikorsky Aircraft was terminated after fourteen years. He is an experienced mechanic. The plaintiff's claim for unemployment benefits was

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denied, and his efforts to obtain gainful employment since December 2022 have been unsuccessful. Since moving out of the marital residence, the plaintiff has lived with his parents. The plaintiff's financial affidavit (#137.00) was filed on the day of trial. The plaintiff testified that he has no income and that his living expenses are covered by his parents. The plaintiff's financial affidavit reflects \$13,246.06 in liabilities that are solely his own, and a \$9,000 Amazon credit card debt which he contends is a joint liability with the defendant.² The plaintiff's assets consist of his interest in the marital residence at 36 Blue Hills Road, Monroe, Connecticut, which he owns jointly with the defendant, and which has a total net equity of approximately \$207,000, a 2004 Ford Mustang worth \$7,714, a Sikorsky Financial Credit Union account with a \$2 balance, and an Empower 401k ending in account number 8306 with a current balance of \$354,533.

The defendant is thirty-one years old, in good health and also has completed some college. Upon the birth of the parties' minor child, the defendant did not work outside the home for a time but is currently employed as a supervisor with Aetna/CVS and as a real estate broker with Coldwell Banker. The defendant has current gross earnings of approximately \$1,096 per week, and her most recent financial affidavit (#124.00) lists total net weekly income of \$955.65, \$391.47 in total weekly expenses, and assets consisting of \$230 in bank accounts solely in her name, a Vanguard 401k ending in account number 2038 with a current balance of \$17,977.59, a 2023 Toyota RAV4 with a net value of \$2,500 and her interest in the marital residence.³ The defendant testified, and the court finds, that the marital residence has a fair market value of \$503,000 and a current mortgage balance of \$296,414.89, resulting in net

¹ The plaintiff was represented by counsel from the commencement of this action until November 27, 2023, when counsel's motion to withdraw was granted. See order #117.10.

² The defendant disputes that the Amazon debt is a joint debt.

equity of \$206,585.02. The defendant and the minor child are both receiving HUSKY health insurance benefits.

On July 20, 2023, by way of order #112.10, the court (*Truglia, J.*) approved the parties' pendente lite agreement which provided, in part, that the plaintiff would pay to the defendant weekly child support in the amount of \$102, which was found to be the presumptive amount under the child support guidelines using the defendant's actual income and imputing a gross weekly income to the plaintiff based on full time minimum wage earnings. The plaintiff failed to comply with said order, and was subsequently found in contempt, with the court (*Rodriguez, J.T.R.*) finding a child support arrearage of \$3,978 as of April 12, 2024. See order #132.00. Thereafter, the plaintiff paid a \$500 purge amount, which is to be disbursed to the defendant per order #134.00, and during the trial of this action the plaintiff delivered to counsel for the defendant a bank check in the amount of \$5,304, which the plaintiff testified was intended to cover one full year of child support (fifty-two weeks x \$102 per week).

Accordingly, since the issuance of order #112.10, the plaintiff has paid to the defendant \$5,804 towards his weekly child support obligation. Of that amount \$4,182 (forty-one weeks x \$102) is attributable to his weekly child support obligation from the issuance of order #112.10 through the date of this memorandum of decision, and the remainder, or \$1,622, has been made as an advance payment of child support. Based on the defendant's current income and imputing a weekly income of \$628 (forty hours per week at the current \$15.69 minimum wage) to the plaintiff, the court finds that the presumptive weekly amount of child support payable by the plaintiff to the defendant pursuant to the child support guidelines is \$99 per week. See Worksheet for the Connecticut Child Support and Arrearage Guidelines attached hereto as

³ The defendant testified that she has paid off the \$4,395 in credit card debt listed on her financial affidavit.

Exhibit A. The \$1,622 advance payment of child support therefore satisfies the plaintiff's child support obligation for the next sixteen weeks, such that he shall make his next weekly child support payment of \$99 on or before August 26, 2024, and shall make a payment of \$99 every week thereafter.

The parties' marriage broke down in 2021, at or about the same time the court issued a lifetime, full no contact criminal order of protection with the defendant as the protected person and the plaintiff as the respondent. The court finds that the plaintiff bears primary responsibility for the breakdown of the parties' marriage. Although the criminal order of protection does not extend to the minor child, the plaintiff has had no contact with the minor child since its issuance. The defendant is concerned that the minor child may not be safe if this court were to grant parenting time to the plaintiff, particularly since the plaintiff introduced no evidence that he has sought or is engaged in mental health treatment nor any evidence tending to establish that he has taken steps to develop skills that would help him avoid circumstances such as those which resulted in the issuance of the aforementioned criminal order of protection against him. The plaintiff presented no evidence to allay those concerns. On the record before it, this court finds the defendant's concerns to be warranted and that granting parenting time to the plaintiff at this time would not be in the minor child's best interests. All things being equal, children are best served when they enjoy the love and companionship of both parents; see *Raymond v. Raymond*, 165 Conn. 735, 741, 345 A.2d 48 (1974); and this court encourages both parties to take all necessary steps to ensure that they are well, mentally and physically, for the benefit of their minor child. If a substantial change of circumstances occurs, either party can pursue a modification of this order in the future. See *Cookson v. Cookson*, 201 Conn. 229, 236, 514 A.2d 323 (1986).

Since the plaintiff vacated the marital residence, the defendant has resided there with the parties' minor child and the defendant's nine-year-old daughter from another relationship. Over that same period, the defendant has been responsible for all costs associated with the marital residence. The marital residence is currently at risk of foreclosure, but the defendant testified that she is nearing successful completion of a trial payment period which may result in her assuming the existing mortgage on the marital residence and avoiding a foreclosure judgment. The defendant testified as to her belief that her continued ownership and possession of the marital residence would provide much-needed stability for the parties' minor child and would be in his best interests. This court agrees.

II. ORDERS ON DISSOLUTION OF MARRIAGE

In rendering this decision and making the orders which are to follow, the court has carefully considered the statutory criteria set forth in General Statutes § 46b-56 regarding matters of care, custody, and support for a minor child; General Statutes §§ 46b-81 and 46b-82 regarding the assignment of the marital estate and alimony, respectively; General Statutes § 46b-84, regarding support and medical insurance for a minor child, as well as General Statutes § 46b-215a, et seq., and the corresponding Child Support and Arrearage and Guidelines Regulations, § 46b-215a-1, et seq. The court has also considered binding precedent interpreting these statutory provisions and the parties' proposed orders.

The following orders may enter:

A. Dissolution of Marriage

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

B. Alimony

1. No alimony is awarded to the plaintiff.

2. No alimony is awarded to the defendant.

C. Custody and Parenting Time

1. The defendant shall have sole legal and primary physical custody of the minor child.
2. The plaintiff shall not have parenting time with the minor child.

D. Child Support

1. Commencing on May 6, 2024, the plaintiff shall pay to the defendant the sum of \$99 per week as child support, which is the presumptive amount pursuant to the child support guidelines worksheet attached hereto as Exhibit A, and a contingent wage withholding order shall enter.

2. Since the plaintiff has pre-paid child support as set forth herein, his next weekly \$99 payment of child support shall be made on or before August 26, 2024.

3. In accordance with the child support guidelines, the plaintiff shall be responsible for 29 percent of unreimbursed medical expenses and qualifying childcare expenses, and the defendant shall be responsible for 71 percent of said expenses.

E. Postmajority Educational Support Order

The court retains continuing jurisdiction regarding postmajority educational support of the parties' minor child, pursuant to General Statutes § 46b-56c.

F. Parenting Education Program

1. Before filing any motion for modification of this judgment, the plaintiff shall complete the required parenting education program and shall file with the court the required certificate of completion.

2. On or before August 1, 2024, the defendant shall complete the required parenting education program and shall file with the court the required certificate of completion.

G. Property Settlement

1. Real Estate:

The plaintiff is awarded the marital residence at 36 Blue Hills Road, Monroe, Connecticut. On or before May 16, 2024, the defendant shall prepare and deliver to the plaintiff all documents necessary to quitclaim or transfer all his interest in said property to the plaintiff, and the plaintiff shall sign and return said documents to the defendant, through counsel, within forty-eight hours. The defendant shall be solely responsible for all recording or filing fees necessary for the quitclaim or transfer and shall pay all costs and liabilities associated with the property, whether previously incurred or incurred in the future, and shall indemnify and hold the plaintiff harmless with respect to the same.

2. Motor Vehicles:

a. The plaintiff is awarded and shall retain the 2004 Ford Mustang automobile free and clear from any claim by the defendant. The plaintiff shall be solely responsible for and shall pay all costs and liabilities associated with said automobile, whether previously incurred or incurred in the future, and he shall forever indemnify and hold the defendant harmless with respect to the same.

b. The defendant is awarded and shall retain the 2023 Toyota RAV4 automobile free and clear of any claim by the plaintiff. The defendant shall be solely responsible for and shall pay all costs and liabilities associated with said automobile, whether previously incurred or incurred in the future, and she shall forever indemnify and hold the plaintiff harmless with respect to the same.

3. Bank Accounts:

a. The plaintiff is awarded and shall retain his Sikorsky Financial Credit Union account.

b. The defendant is awarded and shall retain her Wells Fargo and Newtown Savings Bank checking and savings accounts.

4. Retirement Accounts:

a. The plaintiff is awarded and shall retain his Empower 401k account ending in account number 8306, with an approximate balance of \$354,533.

b. The defendant is awarded and shall retain her Vanguard 401k account ending in account number 2038, with an approximate balance of \$17,977.59.

5. Personal Property:

a. Each party shall retain all personal property listed on his or her most recently filed financial affidavit and shall be solely responsible for any and all taxes and expenses of any kind associated with said personal property.

b. The plaintiff is awarded his personal property that remains in the marital residence, consisting of clothes, tools and collectibles, and may return to the marital residence, one time, with the Monroe Police Department, to retrieve said items.

H. Life Insurance

Neither party is required to maintain life insurance for the benefit of the other.

I. Liabilities

a. The plaintiff shall be solely responsible for the \$9,000 Amazon credit card debt listed on his most recently filed financial affidavit, and he shall hold harmless and indemnify the defendant with respect thereto.

b. The defendant shall be solely responsible for the mortgage debt on the marital residence at 36 Blue Hills Road, Monroe, Connecticut, and she shall hold harmless and indemnify the plaintiff with respect thereto.

c. Each party shall be responsible for his or her own debts as listed on his or her most recently filed financial affidavit as well as any other debts, if any, which such party shall have failed to disclose, and shall hold harmless and indemnify the other party with respect thereto.

J. Health Insurance

1. Each party shall be responsible for his or her own health insurance.
2. The defendant shall take all reasonable steps to ensure that the minor child remains covered under HUSKY health insurance, but if the defendant is able to secure health insurance for the benefit of the minor child at a cost not to exceed 7.5 percent of net income, including if available through employment, the defendant shall secure such insurance in its place.

K. Legal Fees

Each party shall be responsible for the payment of his or her own legal fees, if any.

L. Execution of Necessary Documents

Each party is ordered to sign whatever documents are necessary and presented to them by the other party to effectuate these orders within seven (7) days of presentment, unless otherwise ordered herein.

M. Order Unsealing Financial Affidavits:

Because financial issues were in dispute in the trial of this action, the automatic sealing of the parties' sworn statements of income, expenses, assets, and liabilities filed with the court pursuant to Practice Book § 25-30 is terminated in accordance with Practice Book § 25-59A(h) with respect to all such sworn statements now on file with the court.

N. Order Effectuating Order #134.00

If the clerk of this court has not already done do, the clerk shall immediately disburse \$500.00 to the defendant as provided for in order #134.00.

O. Effective Date of Orders

Unless otherwise specifically set forth herein, these orders are effective immediately. Judgment may enter accordingly.


Kowalski, J.

STATE OF CONNECTICUT
COMMISSION FOR CHILD SUPPORT GUIDELINES
WORKSHEET for the Connecticut Child Support and Arrearage Guidelines



ASHLEY Ashley Jones		MARCUS Marcus Jones		CUSTODIAN <input checked="" type="checkbox"/> ASHLEY <input type="checkbox"/> MARCUS <input type="checkbox"/> OTHER:	
COURT Superior Court			D.N./CASE NO. FBT-FA-23-6121987-S		NUMBER OF CHILDREN 1
CHILD'S NAME Colton	DATE OF BIRTH 6/17/2015	CHILD'S NAME	DATE OF BIRTH	CHILD'S NAME	DATE OF BIRTH

All money amounts in this worksheet may be rounded to the nearest dollar

I. NET INCOME (Weekly amounts)			ASHLEY	MARCUS
1.	Gross income (attach verification)		\$ 1,096	\$ 628
1a.	Number of hours used in calculation	ASHLEY MARCUS		
2.	Federal income tax (excluding Self Employment Tax and Earned Income Credit)		\$ 36	\$ 37
3.	Social Security tax or mandatory retirement		\$ 68	\$ 39
4.	Medicare tax		\$ 16	\$ 9
5.	State and local income tax (based on all allowable exemptions, deductions and credits)		\$ 47	\$ 16
6.	Medical/hospital/dental insurance premiums (including Husky) for parent and all legal dependents		\$ 0	\$ 0
7.	Court-ordered life insurance for benefit of child		\$ 0	\$ 0
8.	Court-ordered disability insurance		\$	\$
9.	Mandatory union dues or fees (only if deducted by employer)		\$	\$
10.	Mandatory uniforms and tools (only if deducted by employer)		\$	\$
11.	Non-arrearage payments on court ordered alimony and child support awards (for other than parent/child(ren) of this order)		\$ 0	\$ 0
12.	Amount reserved to support qualified child(ren) (line 12f times line 12a)		\$ 0	\$ 0
Qualified Child Deduction Section:			ASHLEY	MARCUS
12a.	Number of qualified children		\$ 0	\$ 0
12b.	Total # children for qualified child calculation Number of children on this order + line 12a =		\$	\$
12c.	Sum of lines 2-11		\$	\$
12d.	Line 1 - line 12c =		\$	\$
12e.	Amount from schedule based on the parent's line 12d income and total # of children (line 12b)		\$	\$
12f.	Line 12e / line 12b =		\$	\$
13.	Add lines 2 through 12 and enter amount here		\$ 167	\$ 101
14.	Net weekly income (line 1 - line 13 =)		\$ 929	\$ 527
II. CURRENT SUPPORT				
15.	Combined net weekly income (Add both parents' line 14 income. Round to the nearest \$10)		\$ 1,460	
16.	Basic child support obligation (from Schedule of Basic Child Support Obligations)		\$ 272	
17.	Each parent's percentage share of line 15 (line 14 for each parent / line 15)		63.63 %	36.37 %
<i>(If noncustodial parent is a low-income obligor, skip this line and enter line 16 amount in noncustodial parent's column on ln 18.)</i>				
18.	Each parent's share of the basic child support obligation (line 17 x line 16 for each parent)		\$ 173	\$ 99
19.	Social Security dependency benefits adjustment		\$	\$ 0
20.	Presumptive current support amount (line 18 - line 19 =) (Rounded to the nearest dollar) (Enter noncustodial parent's amount on line 30.)		\$ 173	\$ 99

Exhibit A

III. NET DISPOSABLE INCOME		ASHLEY	MARCUS
21.	Line 14 + line 30 (for custodial parent); line 14 - line 30 (for noncustodial parent)	\$ 1,028	\$ 428
22.	Noncustodial parent's line 19 amount (Social Security dependency benefits for child)	\$ 0	
23.	Line 21 + line 22 (for custodial parent); line 21 - line 22 (for noncustodial parent)	\$ 1,028	\$ 428

IV. UNREIMBURSED MEDICAL EXPENSE			
24.	Add both parents' line 23 amounts and enter it here: (combined net disposable income)	\$ 1,456	
25.	Each parent's percentage share of combined net disposable income (Line 23 for each parent / line 24; then x 100 and round to the nearest whole %) <i>If the noncustodial parent is a low-income obligor (based on line 14 Net Weekly Income), go to line 26.</i> <i>If the noncustodial parent is not a low-income obligor (based on line 14 Net Weekly Income), enter these percentages on line 33b.</i>	71 %	29 %
26.	Compare the noncustodial parent's line 25 amount to 50%. Enter the lower percentage on line 33b for the noncustodial parent. Then take 100 - line 33b for the noncustodial parent and enter the amount on line 33b for the custodial parent.		

V. CHILD CARE CONTRIBUTION	
27.	Does the noncustodial parent's line 23 amount fall within the shaded area of the schedule? If yes, go to line 28. If no, skip line 28 and enter the noncustodial parent's line 25 percentage on line 34b.
28.	Does the custodial parent's line 23 amount fall within the shaded area of the schedule? If no, enter 20% on line 34b as the noncustodial parent's child care contribution. If yes, compare the line 25 amount for the noncustodial parent to 50% and enter the lower amount on line 34b.

VI. ARREARAGE PAYMENT	
29.	Line 30 * .20 = \$ <input type="text"/> OR amount determined in A, B, C or D, below (check box that applies): \$ <input type="text"/>
	<input type="checkbox"/> A. If noncustodial parent is a low-income obligor, enter the greater of 10% of line 30 or \$1 per week, unless paragraph B below applies.
	<input type="checkbox"/> B. If the child is living with the obligor, enter: (1) \$1 per week if the obligor's gross income is less than or equal to 250% of poverty level, OR (2) 20% of an imputed support obligation for the child if the obligor's gross income is greater than 250% of poverty level.
	<input type="checkbox"/> C. If there is no current support order and paragraph B above does not apply, enter: (1) 20% of an imputed support obligation if the parents have a present duty to provide support for the child, OR (2) 100% of an imputed support obligation if the parents have no present duty to provide support for the individual.
	<input type="checkbox"/> D. If paragraphs A, B and C above, do not apply and the sum of the current support and arrearage payments would exceed 55% of the noncustodial parent's line 14 amount, enter 55% of the noncustodial parent's line 14 amount - line 30 amount.

VII. SUMMARY OF WORKSHEET		Total Child Support Award Calculation	
30.	Presumptive current support (from line 20): \$ 99	Line 30 Amount:	\$ 99
31.	Arrearage payment (from line 29): \$	Line 31 Amount:	\$
32.	Total arrearage: \$ (broken down as noted below) State arrearage: \$ Family arrearage: \$	Line 33a Amount:	\$ 0
33.	a. Cash medical: \$ 0 b. Unreimbursed medical expenses: ASHLEY 71 % / MARCUS 29 %	Line 34 Amounts:	
34.	a. Child Care Contribution: \$ b. Child Care Contribution: MARCUS 29 %	a Cash Child Care Amt:	\$
		b Equivalent of percent:	\$
		Total Child Support Award	\$ 99
		(enter this amount on line 35a.)	
35.	a. Total child support award (excluding % amounts for unknown costs): \$ 99 b. Total child support award as a % of the obligor's net income: \$ 18.79 % (line 35a / line 14 of the obligor; then x 100)		

VIII. DEVIATION CRITERIA (Attach additional sheet if necessary.)		
36. Reason(s) for deviation from presumptive support amounts: (Check all boxes that apply.)		<input type="checkbox"/> Check here if deviating by agreement.
Parent's other financial resources	Extraordinary parental expenses	Coordination of total family support
<input type="checkbox"/> substantial assets	<input type="checkbox"/> significant visitation expenses	<input type="checkbox"/> division of assets and liabilities
<input type="checkbox"/> parent's earning capacity	<input type="checkbox"/> unreimbursed employment expenses	<input type="checkbox"/> provision of alimony
<input type="checkbox"/> parental support provided to a minor obligor	<input type="checkbox"/> unreimbursed medical/disability expenses	<input type="checkbox"/> tax planning considerations
<input type="checkbox"/> recurring gifts of spouse or domestic partner		
<input type="checkbox"/> employment over 45 hours per week	Needs of parent's other dependents	Special circumstances
	<input type="checkbox"/> resources available to qualified child	<input type="checkbox"/> shared physical custody
Extraordinary expenses for child	<input type="checkbox"/> child care expenses for qualified child	<input type="checkbox"/> extraordinary disparity in parental income
<input type="checkbox"/> education expenses	<input type="checkbox"/> verified support for non-resident child	<input type="checkbox"/> best interests of the child
<input type="checkbox"/> unreimbursable medical expenses	<input type="checkbox"/> significant and essential needs of a spouse	<input type="checkbox"/> total award exceeds 55% of obligor's net
<input type="checkbox"/> special needs		<input type="checkbox"/> other equitable factors (explain)

PREPARED BY Ronald Kowalski	TITLE	DATE 05/06/2024
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