

DOCKET No. AAN-FA23-5024185 S

KIMBERLY WILLIAMS

V.

SAMUEL CARLEY

J.D. CLERK'S OFFICE
SUPERIOR COURT
MILFORD, CT SUPERIOR COURT

2024 JUN 10 : PM 1:00 J.D. OF ANSONIA/MILFORD

: AT MILFORD

: JUNE 10, 2024

MEMORANDUM OF DECISION

This action seeks the dissolution of the parties' two (2) year marriage, commenced by a complaint filed on October 23, 2023, which was returnable to the court on November 14, 2023. The parties appeared at trial self-represented. The parties, on the record before this court, agreed on nearly all issues with the exception of payment of some out-of-pocket costs as well as who would retain the cat named Roger. In reaching a decision reflected herein, the court has fully considered the rules of practice, testimony of the parties, the demeanor and credibility of the parties, applicable case law and statutes. The Court has also reviewed the parties' financial affidavits, and proposed orders as submitted.

FINDINGS OF FACT

The Court makes the following findings and enters the following orders:

The Court has jurisdiction over this matter, which has been pending for more than ninety (90) days and all statutory stays have expired. The parties were married on February 24, 2022, in Woodbridge, Connecticut. The Plaintiff has resided in Connecticut for twelve months prior to filing the entry of this final decree. The marriage of the parties has broken down irretrievably with no possibility of reconciliation. The allegations in the complaint have been proven and are found to be true.

The plaintiff has two (2) children not issue of the marriage: one child is five (5) and other is ten (10). According to the plaintiff's testimony her children bonded with the defendant. The five-

6/10/24 Copies mailed to Plaintiff + Defendant. MHT, AC

year-old child is extremely bonded to the defendant so much so that he refers to him as “daddy”. Unfortunately, the defendant does not wish to have any contact with the plaintiff’s children.

The defendant suffers from bipolar disorder. At times during the marriage, he admittedly was unregulated and not receiving treatment for his disorder. He admits that his bipolar has hampered his ability to think clearly. He is now in weekly therapy and receives medical treatment for bipolar. He has not had any episodes since he left the marital home in June of 2023.

The defendant adopted a cat named Roger prior to the marriage. The defendant testified that he is emotionally attached to the cat. Roger has lived in the marital home since the date of the parties’ marriage. The plaintiff testified that her children are very attached to Roger. The defendant admits that he has not contributed to Roger’s veterinarian bills or his daily care and needs. The defendant has not seen the cat nor requested access to him since June of 2023. Both parties want possession of Roger.

The parties attended private mediation; however, it was unsuccessful. The plaintiff paid the mediator’s fee of \$1,300.00. The plaintiff is requesting that the defendant pay her one half of the mediator’s fee or \$650.00. In addition, the plaintiff is requesting that the defendant reimburse her one half of the cost of filing this divorce action (\$360.00) and the Marshal fees (\$70.00) or \$215.00.

ORDERS

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

The parties agreed to the following and it is hereby ordered that:

2. Neither party shall receive alimony from the other.
3. Each party shall retain their individual bank accounts.
4. Each party shall be responsible for their own debts and liabilities as outlined on their respective financial affidavits.

5. Each party shall be responsible for maintaining their own medical insurance.

6. The defendant shall pay the plaintiff the sum of \$15,950.00 for monies given to him by the plaintiff to pay down his automobile loan. He shall pay the defendant \$300.00 per month until the loan is paid in full. Until such time as the loan is paid in full, the defendant shall be obligated to pay the plaintiff 50% of any earned bonuses from any of his employment, to pay down monies owed the plaintiff.

7. The defendant shall name the plaintiff as the beneficiary of a portion of his life insurance through his current employer. The coverage shall be enough to cover the remaining debt owed to the plaintiff, which is currently, \$15,950.00. He may lower the amount annually as he pays down the debt owed to the plaintiff. The court credits the defendant's testimony that it would be cost prohibitive for the defendant to purchase a separate life insurance policy for the plaintiff. Therefore, if the defendant changes jobs and the employer offer life insurance he is to continue to name the plaintiff the beneficiary of that policy until the loan is paid in full.

8. The defendant shall pay the plaintiff \$650.00 for mediation sessions attended by the parties. He shall pay the plaintiff on or before September 9, 2024.

9. The parties have divided their personal property to their mutual satisfaction. Any of the defendant's personal property left at the marital home shall belong to the plaintiff and she may dispose of these items in any manner she chooses.

10. The plaintiff shall retain the computer given to her by the defendant.

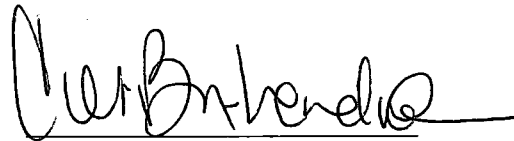
The court also orders the following:

11. The plaintiff shall be responsible for payment of the filing fee and the Marshal fee for commencing this dissolution of marriage action.

12. The plaintiff shall retain Roger the cat. The court finds that the plaintiff has consistently cared for the cat and continued to do since the defendant vacated the marital home in June of 2023.

So Ordered,

By the Court

A handwritten signature in black ink, appearing to read "Corrine A. Boni-Vendola", with a horizontal line extending to the right from the end of the signature.

Corrine A. Boni-Vendola, J.