FBT-FA-18-5038952-S	)	SUPERIOR COURT
AMBER DEMACSEK	)	JUDICIAL DISTRICT
v.		OF BRIDGEPORT
THOMAS WALLER	)	MAY 21, 2024

MEMORANDUM OF DECISION

There are five filings at issue: (1) the plaintiff's motion to set child support, postjudgment, filed by the plaintiff, Amber Demacsek (plaintiff's motion for child support) (Entry No. 150.00); (2) the plaintiff's motion for order and/or modification re: parenting plan, postjudgment (plaintiff's motion for modification) (Entry No. 154.00); (3) plaintiff's motion for counsel fees, postjudgment (Entry No. 156.00); (4) defendant's amended motion for relocation and to modify custody, postjudgment, filed by the defendant, Thomas Waller (defendant's amended motion) (Entry No. 165.00); and (5) the defendant's objection to the plaintiff's motion to set child support, postjudgment (defendant's objection) (Entry No. 180.00). The parties appeared before the court with counsel on September 29, 2023, November 30, 2023, and December 1, 2023, and they were permitted to file posthearing briefs regarding child support by December 15, 2023. The parties filed posthearing briefs on December 15, 2023 (Entry Nos. 195.00 and 196.00)

On January 19, 2024, the plaintiff filed a motion for order to open the evidence due to the receipt of an unanticipated cash bonus by the defendant (Entry No. 197.00). On January 29, 2024, the defendant filed a reply memorandum indicating that there was no objection to the motion to open without prejudice to his claims during the hearing (Entry No. 198.00). The court granted the motion for order on February 1, 2024 (Entry No. 197.10). On February 28, 2024, the parties filed a stipulation regarding the opening of the evidence (Entry No. 199.00). The evidence closed on February 28, 2024.

Mailed to all Counsel and pro se parties of record 5/21/24 JMR

In her motion for child support, the plaintiff seeks an order for child support retroactive to the date of the termination of monthly unallocated alimony and child support of $20,000 on August 25, 2022 (Entry No. 150.00). The parties have been unable to agree on the amount of child support, prompting the plaintiff to file the motion. The plaintiff seeks a child support order consistent with the child support guidelines. Id. In his objection, the defendant claims that any order for child support should not be retroactive to August 25, 2022, because the defendant allegedly prepaid alimony and child support through December 31, 2023, pursuant to the stipulation at Entry No. 139.00 (Entry No. 180.00). He also argues that he was not served in hand as required to claim retroactivity pursuant to General Statutes § 46b-86. Id.

In her motion for modification, the plaintiff seeks an order establishing a parenting plan for the defendant "now that the Defendant has relocated to Pinecrest, Florida, and the minor children and Plaintiff continue to reside in Westport, Connecticut" (Entry No. 154.00). Specifically, she seeks an order that the primary residence of the children shall be with her in Connecticut. Id. The defendant filed his own motion to modify seeking an order permitting him to relocate the children with him to Miami, Florida (Entry No. 147.00). On June 20, 2023, he filed an amended motion (Entry No. 165.00). In the defendant's amended motion, he no longer seeks an order permitting him to relocate the children. He seeks an order that modifies the parenting plan filed on April 13, 2020, because he is "expected to remain local on weekends" for his employment in Miami. Id. He claims that his employer would replace him if he were unable to work locally in the Miami office. Id. If he knows his parenting time schedule, it will be easier for him to plan his work schedule. He also claims that the plaintiff, despite her prior intention to be open-minded regarding a relocation as part of the defendant's expanded job search outside of the New York area, declined to relocate to Miami, has been slow to respond about travel plans,

and has been uncooperative when the defendant has attempted to exercise parenting time by traveling to New York or arranging for the children to travel to Miami, including "forcing overly restrictive conditions about who would travel with the minor children." Id.

In the motion for counsel fees, the plaintiff seeks an allowance for counsel fees "so the Plaintiff will not be deprived of her rights to proceed in this action and defend against Defendant's Motion for Relocation and to Modify Custody, Post Judgment, dated October 26, 2022 [#147.00], which seeks a Court Order allowing the Defendant to relocate with the parties' two minor children to Florida" (Entry No. 156.00). As noted above, the defendant has withdrawn his claim to relocate the children.

The plaintiff filed financial affidavits on May 23, 2022 (Entry No. 136.00; Def. Ex. GG), June 20, 2023 (Entry No. 163.00) and September 25, 2023 (Entry No. 178.00; Pl. Ex. 1). The defendant filed financial affidavits on June 20, 2023 (Entry No. 164.00; Pl. Ex. 17) and submitted into evidence a financial affidavit dated November 20, 2023 (Def. Ex. II). The plaintiff filed worksheets for the Connecticut child support and arrearage guidelines (guidelines) on September 25, 2023 (Entry No. 179.00). The defendant filed guidelines on September 25, 2023 (Entry No. 185.00), and on September 28, 2023 (revised) (Entry No. 186.00).

Both parties submitted proposed orders. In the plaintiff's proposed orders, she seeks: (1) joint legal custody; (2) primary residential custody; and (3) parenting time for the defendant every other weekend after school or camp, or 3 p.m., if no school or camp, until Sunday at 5 p.m., and agreed-upon reasonable and flexible weekday parenting time in Fairfield County upon notice to the plaintiff at least seventy-two hours in advance (Entry No. 175.00). One weekend per month, the defendant may exercise parenting time in Florida, provided it is a three-day weekend or longer. Id. She proposes that each parent should be responsible for picking up the children for

the start of his or her parenting time from the other parent's Fairfield County location or the children's school or camp. Id. She also seeks an order that, if the defendant is required to cancel, reschedule, or abridge his parenting time, he must provide at least two weeks written notice. Id. She proposes a holiday and vacation schedule, and four weeks of parenting time with the defendant in the summer. Id. For travel, she proposes that the defendant should handle all logistics, except she shall drop off and pick up the children at Westchester County Airport (HPN); the children must be on return flights from Florida no later than 4 p.m. the day before school; and only the "biological parent, stepparent, or mutually agreed upon adult shall accompany the girls on any flights or other transportation." Id. She proposes an order of child support for $10,000 per month, and supplemental child support of 10 percent of his nonbase salary income (i.e., bonus) from employment, and the defendant shall pay 78 percent of unreimbursed or uninsured medical expenses, work-related childcare costs, extracurricular activities and attenuated expenses, and tutoring. Id. She seeks an order awarding her $60,000 in legal fees and costs in connection with the proceeding. Id.

In the defendant's amended proposed orders, he proposes an order that: (1) the parties share joint legal custody and physical custody, with the plaintiff having primary physical custody in Connecticut during the school year; and (2) he shall have parenting time every other weekend from 6:30 p.m. on Friday to 6:30 p.m. on Sunday, once per month in Miami and all other times at a residence available to him in New York (Entry No. 190.00). He proposes that his weekend parenting time shall include the long holiday weekends and school breaks in February and April. Id. Unless otherwise agreed in writing by the parties, he wants the plaintiff to deliver the children to the airport or the New York residence by no later than 6:30 p.m. at the beginning of his parenting time (or earlier if necessary for the children to arrive timely for their flight), and he

shall deliver the children to her residence at the end of his parenting time. Id. He wants primary residence of the children during the summer in Florida, except three days after school ends and three days before school begins, and two weeks for vacation with the plaintiff. Id. He proposes that the plaintiff may be allowed to arrange for parenting time every other weekend during the summer break from 6 p.m. on Friday to 6 p.m. on Sunday. Id. He shall be responsible for arranging and paying for flights and other transportation costs relating to his parenting time in Florida, including chaperone costs for Rebecca Waller (the defendant's wife), David Bittinger (the plaintiff's fiancé), Michael Liebskind (the defendant's father-in-law), Jessica Rube (close friend of the defendant's wife), Jack Waller (the defendant's son), Nicholas Waller (the defendant's son), or other trusted designee traveling with the children when needed. Id. He wants the plaintiff to be responsible for arranging ground transportation for the minor children when he exercises parenting time in New York and to and from the airport when he exercises parenting time in Florida. He shall be responsible for the ground transportation when returning the children to the plaintiff at the end of his parenting time in New York. Id. His backup plan if the plaintiff is unable to transport the children is to have his father-in-law, his sons, or a car service handle the transportation. Id. He proposed a schedule for holidays, and each party should pay for extracurricular activities and camp expenses that accrue during the time the child primarily resides with that parent. Id. He believes that he should pay child support in the amount of $4500 that is not retroactive to August 25, 2022, and that the court should deny the plaintiff's motion for counsel fees. Id.

A. Legal Standards

"The [fact-finding] function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of circumstances, i.e., including its observations of the

demeanor and conduct of the witnesses and parties . . .." (Internal quotation marks omitted.) *Cavolick* v. *DeSimone*, 88 Conn. App. 638, 646, 870 A.2d 1147, cert. denied, 274 Conn. 906, 876 A.2d 1198 (2005). "It is well established that in cases tried before courts, trial judges are the sole arbiters of the credibility of witnesses and it is they who determine the weight to be given specific testimony." *In re Antonio M.,* 56 Conn. App. 534, 540, 744 A.2d 915 (2000). "The trier is free to accept or reject, in whole or in part, the testimony offered by either party." *Smith* v. *Smith*, 183 Conn. 121, 123, 438 A.2d 842 (1981). "A court is entitled to rely on sworn financial statements filed in dissolutions actions, and when it finds it cannot, is entitled to draw adverse inferences which go to the core of the entire proceeding." *Voloshin* v. *Voloshin*, 12 Conn. App. 626, 628–29, 533 A.2d 573 (1987).

1. Motions for Modification of Custody and Visitation

"General Statutes § 46b-56 provides trial courts with the statutory authority to modify an order of custody or visitation. When making that determination, however, a court must satisfy two requirements. First, modification of a custody award must be based upon either *a material change [in] circumstances which alters the court's finding of the best interests of the child* . . . or a finding that the custody order sought to be modified was not based upon the best interests of the child. Second, the court shall consider the best interests of the child and in doing so may consider several factors." (Emphasis in original; internal quotation marks omitted.) *Clougherty* v. *Clougherty*, 162 Conn. App. 857, 868, 133 A.3d 886, cert. denied, 320 Conn. 932, 134 A.3d 621, and cert. denied, 320 Conn. 932, 136 A.3d 642 (2016). "The burden of proving a change to be in the best interest of the child rests on the party seeking the change. . .. Not all changes occurring in the time between the prior custody order and the motion for modification are material. . . . Although there are no bright-line rules for determining when a material change in circumstances

warranting the modification of custody has occurred, there are several relevant considerations, including whether . . . the change was not known or reasonably anticipated when the order was entered, and the change affects the child's well-being in a meaningful way." (Citations omitted; internal quotation marks omitted.) Id., 869-70.

When making orders, the court shall consider, but shall not be limited to, one or more of the following factors: "(1) The physical and emotional safety of the child; (2) the temperament and developmental needs of the child; (3) the capacity and the disposition of the parents to understand and meet the needs of the child; (4) any relevant and material information obtained from the child, including the informed preferences of the child; (5) the wishes of the child's parents as to custody; (6) the past and current interaction and relationship of the child with each parent, the child's siblings and any other person who may significantly affect the best interests of the child; (7) the willingness and ability of each parent to facilitate and encourage such continuing parent-child relationship between the child and the other parent as is appropriate, including compliance with any court orders; (8) any manipulation by or coercive behavior of the parents in an effort to involve the child in the parents' dispute; (9) the ability of each parent to be actively involved in the life of the child; (10) the child's adjustment to his or her home, school and community environments; (11) the length of time that the child has lived in a stable and satisfactory environment and the desirability of maintaining continuity in such environment, provided the court may consider favorably a parent who voluntarily leaves the child's family home pendente lite in order to alleviate stress in the household; (12) the stability of the child's existing or proposed residences, or both; (13) the mental and physical health of all individuals involved, except that a disability of a proposed custodial parent or other party, in and of itself, shall not be determinative of custody unless the proposed custodial arrangement is not in the best

interests of the child; (14) the child's cultural background; (15) the effect on the child of the actions of an abuser, if any domestic violence, as defined in section 46b-1, has occurred between the parents or between a parent and another individual or the child; (16) whether the child or a sibling of the child has been abused or neglected, as defined respectively in section 46b-120; and (17) whether the party satisfactorily completed participation in a parenting education program established pursuant to section 46b-69b." General Statutes § 46b-56 (c). The standard of proof in custody matters is the preponderance of the evidence. See *Cookson* v. *Cookson*, 201 Conn. 229, 239-40, 514 A.2d 323 (1986).

2. Child Support

Pursuant to the terms of the separation agreement and judgment, the defendant was obligated to pay unallocated alimony and child support until December 31, 2023, and "[w]hen alimony terminates the Husband shall pay the Wife child support retroactive to the date of the termination of alimony" (Entry Nos. 109.00 and 112.00). "In determining whether a child is in need of maintenance and, if in need, the respective abilities of the parents to provide such maintenance and the amount thereof, the court shall consider the age, health, station, occupation, earning capacity, amount and sources of income, estate, vocational skills and employability of each of the parents, and the age, health, station, occupation, educational status and expectation, amount and sources of income, vocational skills, employability, estate and needs of the child." General Statutes § 46b-84.

3. Motions for Counsel Fees

"[General Statutes §] 46b-62 vests in the trial court the discretion to award attorney's fees in dissolution proceedings." (Internal quotation marks omitted.) *Talbot* v. *Talbot,* 148 Conn. App. 279, 292, 85 A.3d 40, cert. denied, 311 Conn. 954, 97 A.3d 984 (2014). An award of

attorney's fees on a postjudgment motion is "dependent on the parties' financial circumstances, as affected by the court's modified financial orders, at the time that the request for attorney's fees [is being] considered by the court, . . . as well as a consideration of the factors enumerated in § 46b-82 . . . ." (Citation omitted; emphasis omitted.) *Ross* v. *Ross,* 200 Conn. App. 720, 740–41, 239 A.3d 1280 (2020). "[I]n making an award of attorney's fees under § 46b-82, [t]he court is not obligated to make express findings on each of these statutory criteria." (Internal quotation marks omitted.) *Talbot* v. *Talbot,* supra, 148 Conn. App. 292. "[T]he court [, however,] is directed by General Statutes § 46b-62 to consider the respective financial abilities of the parties." (Internal quotation marks omitted.) *Blake* v. *Blake,* 211 Conn. 485, 488, 560 A.2d 396 (1989).

B. Findings

Both parties presented as credible witnesses. They have two children, Dakota born March 3, 2016, and Sienna born December 11, 2017. Both parties love their children and want to spend quality parenting time with them. The defendant's employment has unfortunately caused him to relocate to Florida, and they have been attempting to identify a suitable and appropriate parenting arrangement given the distance between the parties. The court finds that the defendant's relocation to Florida for his employment is a material change in circumstances, and it would be in the best interest of the children for the defendant to have parenting time both in Florida and closer to the plaintiff's home in Connecticut. The difficult issues relate to the amount of parenting time in Florida and the location of the parenting time in the Northeast. In his original filing, the defendant was seeking to relocate with the children to Florida. He has since changed that request, and he now seeks a parenting schedule that permits him to exercise parenting time in Florida and New York City. The plaintiff agrees that the defendant should have parenting time in Florida, but she believes that most of the parenting time should occur in

Fairfield County to minimize the disruption to the children's lives and schedules and to minimize the amount of travel for two children ages eight and six.

The parties were married on March 28, 2014, in Westport, Connecticut (Entry No. 112.00). On November 27, 2018, after approximately four and one-half years of marriage, the plaintiff filed a complaint for dissolution of the marriage. On December 19, 2018, the parties entered into a separation agreement that the court entered as a final judgment on December 21, 2018 (Entry Nos. 109.00 and 112.00). At the time the parties signed the separation agreement, the defendant was living in Fairfield, Connecticut. They agreed to share joint legal and physical custody and they agreed to a parenting plan, with the defendant staying overnight at 1579 Cross Highway, Fairfield, Connecticut. Id. They also agreed to alternate by year for most holidays and to each party having two weeks of summer vacation. Id. If either party wanted to relocate the children out of Fairfield, Connecticut, the relocating parent agreed to provide ninety days' notice by certified mail, return receipt requested, and neither party could change the residence without the written permission of the other party or court order. Id. The defendant agreed to pay unallocated alimony and child support of $17,650 per month based on the defendant's monthly salary of $36,603, plus a portion of his nonsalary compensation (as defined in paragraph 3.R of the separation agreement), until December 31, 2023. Id.

On March 1, 2020, the parties executed a stipulation modifying the financial orders based on a substantial change in circumstances, with the defendant agreeing to pay the plaintiff, unallocated alimony and child support of $20,000 by wire transfer, and within five days of receipt, 30 percent of the net after-tax amount of all nonsalary total compensation, commencing March 1, 2020, and terminating at the latest on December 31, 2023 (Entry No. 119.00). The stipulation was filed on April 13, 2020 (Entry No. 119), and the court entered it as an order of the

court (*Stewart, J.*) on August 4, 2020 (Entry No. 119.10).

The parties executed a second stipulation relating to the parenting plan on March 13, 2020 (Entry No. 118.00). The court entered the stipulation as an order on August 4, 2020 (Entry No. 118.10). In the stipulation, the parties modified the parenting plan and agreed that, if a parent desired to relocate further than fifteen miles from 1579 Cross Highway, Fairfield, Connecticut, the relocating parent must notify the other parent as soon as the relocation is contemplated, and no sooner than ninety days in advance of any proposed relocation, and if the parties cannot agree, they shall participate in mediation (Entry Nos. 118.00 and 119.00). If they are unable to reach an agreement after mediation, the parent seeking to relocate with the children was required to petition the court for permission to relocate the children. Id.

The parties executed a third stipulation dated August 25, 2022, that resolved the defendant's motion to modify unallocated alimony and child support orders, postjudgment filed at Docket Entry No. 132.00 (Entry No. 139.00). The stipulation was filed on September 1, 2022, and the court entered it as an order on September 13, 2022 (Entry No. 139.10). The parties agreed that the defendant would pay $133,000 to the plaintiff by September 1, 2022, and they agreed that the defendant's obligation to pay $20,000 per month shall terminate and "there shall be no claim for any arrearages nor any claim for reimbursement, associated with alimony payments since the Defendant's loss of employment on April 2, 2022." Id. The parties did not modify the defendant's obligation to pay to the plaintiff 30 percent of the net after-tax amount of his bonus. Id.

On December 29, 2023, the defendant received a discretionary bonus from his employer of $2,000,000, and he paid $358,200 to the plaintiff on January 9, 2024, based on the estimated taxes of 40.3 percent, pursuant to his obligation to pay to the plaintiff 30 percent of the net after-

tax amount of the bonus (Entry No. 199.00). The parties agreed that the payment was subject to a "true-up" in accordance with the stipulation between the parties dated March 1, 2020. Id.

The defendant is originally from Australia. He graduated from a university in Sydney with a focus on economics, accounting, law, and statistics. He has two sons from a prior marriage, Jack (twenty years old) and Nick (eighteen years old). The defendant has a significant earning capacity. He has been employed by high-net-worth individuals overseeing and managing family offices. He worked for a family office in Connecticut for over nine years earning a considerable salary. He stopped working for this family office in April 2021, and he received a twelve-month severance that ended on March 31, 2022. If he had obtained other employment during the severance period, the severance payments would have ended. He does not know if he explained this condition to the plaintiff, but he claims that he kept her "informed."

In March 2022, the defendant discussed his alimony and child support obligations with the plaintiff because he was unemployed, and his severance payments were ending. He was looking for work, but without an income, he would not be able to make the support payments. On July 26, 2022, the defendant forwarded an email to the plaintiff updating her on his employment search "since the last time I updated you/your attorney"[1] (Def. Ex. Q). According to the email, the defendant had an interview scheduled for June 14, 2022, with his current employer. Id. At the hearing, the defendant submitted a summary of his employment search dating back to June 2020 (Def. Ex. P).[2] He did not submit any underlying documents to support

[1] The defendant remarried after the divorce. His wife has participated in the communications with the plaintiff. They share the same cell number (Pl. Ex. 24). The plaintiff does not want to coparent with the defendant's wife (Pl. Ex. 22). She wants to discuss issues regarding their children directly with the defendant. The defendant explained that his new wife handles the communications due to his work schedule and he wants timely communications.

[2] Although the defendant was let go from his employment in Connecticut as of April 2, 2022, his employer told him to look for other employment prior to this date.

the summary.[3]

The defendant eventually received a written offer from a family office located in Miami on September 21, 2022, after an oral offer on September 9, 2022. On September 17, 2022, the defendant forwarded an email to the plaintiff notifying her that he received an offer "yesterday" from the Miami family office that was contingent on a background check (Def. Ex. R). This was the first time that he notified her of the offer. To convince her to relocate, he claimed that "[f]amilies with low income generally struggle to achieve their life goals" and "[t]he offer I have is considerable and mitigates this risk." Id. The defendant made a proposal for her and the children to relocate to Florida that included alternating the girls' schedules by week, one week with him and one week with the plaintiff, which he claimed would allow her to spend a week in Connecticut with her fiancé (who was her boyfriend at the time), and for him to match her existing salary for the first six months until she found a "part-time" job in Miami. Id. He also suggested that "[m]aybe you can nanny for the girls in the meantime, and help them adjust." Id. He did not discuss this proposal with the plaintiff before sending the email, and based on the words used in the email, he knew it would be a shock to her and there was a good chance she would not agree to a relocation. For example, he commented that, "To litigate this will be expensive for both of us" and if she preferred, they should mediate "and try to figure this out together calmly and without too much expenses." Id. He also noted that, "I know when Mary[4] took the boys from San Francisco to Norwalk many years ago I was in a similar situation.[5] I

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[3] Based on the email and evidence, the court is not convinced that the defendant was aggressively seeking employment prior to May 2022.

[4] Mary is his prior wife.

[5] The defendant commuted between California and Connecticut for nine months when he had a consulting job (as a Chief Procurement Officer of a video game company). He would stay in

chose what was best for the boys and the rest is history." Id.

On September 20, 2022, the plaintiff responded by congratulating the defendant on the offer and stating that, "if you should get the job in Miami, I think we will need to put our heads together to come up with a new parenting plan that will accommodate your relocation" (Def. Ex. RR). On September 23, 2022, the defendant notified the plaintiff that he signed the contract, and he listed what he believed were the pros and cons of his employment in Miami. Id. One of the "pros" was the family unit sticking together geographically so the kids can have both parents regularly, and by living nearby, the girls "won't need to travel back and forth." Id. He also claimed that the high paying job that was hard to find would benefit everyone, including "[y]our share (30% of net bonus) of the new compensation and then child support following alimony made possible by the compensation, will help provide a better life for the girls," and with no income tax in Florida, "more savings for all." Id. The "cons" included the plaintiff leaving her relationships in Connecticut, including her fiancé and his two children (thirteen and eight years old), the children starting in a new school, the plaintiff finding a new job, and the parties establishing "a new community." Id. The plaintiff did not respond until September 30, 2022, ten days later, when she indicated that the lawyers would be discussing the issue. Id.

The defendant claimed that the plaintiff previously agreed to relocate and suggested that she misled him into believing that she would relocate. He claimed that he relied on her representations when he accepted employment in Florida. As support, the defendant relies on text messages in December 2020, in which he asked the plaintiff, "If I got the right opportunity would you be willing to relocate?" (Def. Ex. O). The plaintiff responded by stating, "I would be

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hotels. The job was not as demanding as his current position with the family office. He eventually left the job and took a consulting job in Stamford, Connecticut.

open minded, but I feel like the girls have a really strong community of friends and family here...they've just gotten settled in their lives and are thriving and happy." Id. The defendant responded that, if he does not expand his search,[6] he "may have to take a major pay cut to find a job locally or in the tri-state" and "I don't want to explore opportunities in Chicago or California[7] (locations [the recruiter] suggested today) if you're not open to moving the girls." Id. He also commented that, "For what's it's worth, I believe the girls, and all of us, would be able to adjust. And probably would be better off with more money in the short and long term." Id.[8] Based on the evidence presented, the plaintiff did not agree to relocate with the children to another state, and she did nothing that could have been reasonably relied on by the plaintiff to believe that she would relocate. The defendant relocated due to a very lucrative job offer and employment opportunity in Miami, and he made this decision before confirming whether the plaintiff would agree to relocate to Florida with the children. Based on the evidence, the main reason for the defendant accepting the employment opportunity was based on his belief that "families with low income generally struggle to achieve their life goals." Similar to what he did during his prior marriage when he "chose what was best for the boys," he should choose to make decisions that are in the best interest of the children that he shares with the plaintiff to minimize their "need to

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[6] In an email exchange in March 2021, the defendant claimed that he turned down a job offer with a compensation package of $1.5 million because the plaintiff did not respond to his email (Pl. Ex. 31). In response, the plaintiff indicated that, although he mentioned an employment search in California and Chicago, he "did not mention a solid offer from any which company, let alone a $1.5MM package." Id. To the extent the defendant attempted to blame the plaintiff for the loss of this alleged employment opportunity, the court did not find this testimony or claim credible.

[7] The plaintiff has family in California. She does not have any family in Miami.

[8] In an email dated June 3, 2023, the defendant stated, "Recall that I expanded my job search beyond the tri-state with your support and then accepted the job in Miami" (Pl. Ex. 17). This email did not accurately summarize the communications between the parties.

travel back and forth," something that he acknowledged was a "con" if the plaintiff and the children did not relocate voluntarily to Miami.

The defendant began working with his new employer as Chief Operating Officer of the family office on October 3, 2022 (Def. Ex. S). He initially worked out of the Greenwich office of a company affiliated with the family office, but the terms of the agreement contemplated the defendant relocating to Miami. Id. He relocated in January 2023, and he purchased a house in Pinecrest, Florida for $4.5 million. The house is 4000 square feet and is in a gated community with security. He did not discuss the purchase with the plaintiff prior to purchasing the house. Although his employer requires him to work in Miami, the defendant admittedly did not know the policy for remote work, and he has not asked his employer if he can work remotely or work in the Greenwich office of the affiliated company.[9]

After moving to Miami, the defendant exercised parenting time with the children every other weekend. He would come to New York and the plaintiff would bring the girls to him. She has been handling the "lion's share" of the ground transportation. The children also visited him in Miami during the summer for two weeks. In New York, the defendant and his wife stay with her father, Michael Liebskind, in an upscale apartment with two bedrooms and many amenities, including a play area, pools, a theater, and recreational area. The defendant's father-in-law owns another apartment in New York that they plan to use in the future. It is 1700 square feet and comparable to the other apartment. This apartment does not have the same amenities, but the defendant plans to join a gym and a community center.

When he travels to New York, the defendant usually flies from Miami around 5:30 a.m.,

[9] The plaintiff claimed that the defendant could work in the Greenwich or the New York office. Although the defendant was allowed initially to work in Greenwich at the affiliate company, this was a temporary arrangement. His employment offer contemplated a relocation (Def. Ex. S).

and he arrives at the New York apartment or the New York office by 11 or 11:30 a.m., after flying into LaGuardia or Newark airports. The roundtrip travel is approximately five hours. After arriving in the New York office, he typically works from 11:30 to 6 or 7 p.m., but his schedule would depend on when the girls arrive for his parenting time. The children get out of school around 3 p.m. One-way travel to the New York apartment or LaGuardia can range from forty-five minutes to two and one-half hours. The parties have discussed using the train as an option due to the traffic. The defendant claims that the girls "like the train." He could meet them at Grand Central. His office is a seven-minute walk from Grand Central on Park Avenue. He has not observed the children experience any stress from the commute to New York, and the children are excited to see him when they arrive in New York. When he exercises parenting time in New York, the defendant usually arranges something to do with the girls, such as Broadway shows, museums, and markets, and he claims that their exposure to life in New York is in their best interest and will help them grow as independent people. The court agrees with this claim, but the benefit must be weighed against the impact of the commute, which is magnified due to the traffic in lower Fairfield County and New York.

During a trip to Miami, the plaintiff flew with the girls and the defendant's father-in-law (sixty-five years old). The defendant described his father-in-law as an experienced flier who has developed a relationship with the girls. He is a part of their lives and is willing to assist with the travel to Miami. The defendant claims that the girls are comfortable flying with him. The plaintiff suggests that one of the children has been having bathroom issues, and she is concerned that this may be an issue during the travel to Miami, particularly with a male chaperone.[10] The

[10] The defendant has concerns if he is required to do all the traveling with the girls and the toll it will take on him with a stressful job. He wants to be present when he is with the girls. He does not believe travel once per month would be "taxing" on the children. The court agrees that the

defendant acknowledged one incident in Miami over the last nine months, but he disagrees that there is an issue.

At the time of the trial, Dakota was seven years old and in the second grade and Sienna was six years old and in the first grade. The defendant described the youngest daughter as more independent and less emotional. They both see school counselors. Dakota has fallen behind, and she requires assistance outside of the classroom. Sienna has an issue with math, and she was described by the plaintiff as having stomach issues. The defendant claimed that his daughter has never complained to him about stomach issues.

The defendant works in New York occasionally, approximately twice per month. He is entitled to three weeks of vacation that he could spend with the girls during summer parenting time. He would put them in camp until 2 or 3 p.m. The defendant has not fully investigated the best schedule or arrangement for the children during his summer parenting time. He admittedly has not researched any camps, and he has not identified a pediatrician, dentist, therapist, or tutors in Miami. He claims that, if he is required to work while the children are in Miami, his wife[11] or a nanny would be with the children until he gets home from work. As noted above, he has a demanding and stressful job, and he works long hours, including weekends, working more than forty hours per week. There are last minute changes to his schedule and his parenting time (Pl. Ex. 14 and Ex. 15).[12] His work requires both domestic and foreign travel multiple times per

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defendant would not be able to handle all the travel. Fortunately for him, he has the financial resources to minimize his travel obligations.

[11] His wife suffers from a medical condition that flares up and may limit her activities. She also will be caring for a newborn.

[12] The plaintiff is requesting advanced notice so that she can make plans accordingly. She does not want to be at the mercy of the defendant's schedule and his job demands. She also wants to minimize the disruption to the girls' routines, including ballet practice in Connecticut. The request for advanced notice is reasonable. Her request for documentation to support his work

month. He claims that he can manage his schedule if he knows his schedule in advance because his employer is "good at accommodating him." He claims that he often can work half days. He has not tried to work half days in New York. The defendant leaves the home in Florida around 6:45 a.m. to start his workday around 7:30 a.m.

The defendant sold the Connecticut house where he was exercising parenting time in April 2023.[13] This makes parenting time in Connecticut more challenging. He would have to rent an Airbnb, a hotel, or an apartment, and then return to Miami on a flight Sunday evening. The expenses for the Airbnb have been approximately $2000 to $3000 per weekend.[14] The defendant's concern is that rentals would not be a "home" where the children have a familiar bedroom or their belongings and toys. He prefers to have parenting time in New York and believes that establishing a "home" would be in the best interest of the children because the girls would not be in a new or unfamiliar place when he exercised his parenting time.

1. Plaintiff's Motion to Set Child Support, Postjudgment (Entry No. 150.00) and Defendant's Objection to the Plaintiff's Motion to Set Child Support, Postjudgment (Entry No. 180.00)

The plaintiff filed financial affidavits on May 23, 2022 (Entry No. 136.00; Def. Ex. GG),

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travel to "ensure transparency" is not a reasonable request. The parties need to trust each other, and there was no persuasive evidence at trial that the defendant was using his employment as an excuse to modify the parenting schedule for a reason other than he has a demanding work schedule. She also claims that the defendant has not been flexible. Her brother-in-law passed away suddenly, and she wanted to travel to California with the girls. The defendant offered options that did not include the children traveling to California because he did not want the children to miss school. The plaintiff did not go to the funeral (Def. Ex. KK). Considering the current situation, both parties need to be flexible and attempt to accommodate both the children's schedules and changes in their own schedules for the benefit of the children.

[13] In September 2022, he told the plaintiff that he was listing the Fairfield property for sale.

[14] The last Airbnb leased by the defendant was $2200 for three nights at a three-bedroom house in Westport, and he was required to lease a car for $650. The defendant has considered renting a residence in Connecticut, but he has not done anything to pursue this potential option.

June 20, 2023 (Entry No. 163.00) and September 25, 2023 (Entry No. 178.00; Pl. Ex. 1). She has an associate degree in graphic design from Norwalk Community College. She is employed part-time in Westport as an executive administrative assistant and property manager for her employer's real estate assets. Her employer is flexible, and she apparently has the option to work full-time. She does not work full-time because of the children. The defendant's financial support has allowed her to work part-time and have a less hectic lifestyle. Her hours typically are 9 a.m. to 2 p.m. or 2:30 p.m. Her weekly gross income is $962, with a weekly net income of $695, working approximately twenty-five hours per week (Entry No. 178.00). She claims that her total weekly expenses not deducted from her pay are $3052. Id. She disclosed credit card debt of $7118 and a loan for legal fees of $50,000. Id. She owns real estate with a fair market value of $1,333,700, a mortgage of $536,370, and equity of $797,330. Id. Her checking and savings accounts have a balance of $96,904; her investment account is valued at $150,293; and her two 401(k) accounts are valued at $75,992. Id. She reports a net worth of $1,125,822. Id. This does not include the recent payment by the defendant of $358,200 from his bonus on or about January 9, 2024.

The plaintiff lives near the Westport train station. Her fiancé often stays at her house, usually three times per week when he does not have his children for parenting time. She also stays at his house. Her fiancé has parenting time with his children every other week. They have not set a date for a wedding. They plan to live together at some point. They do not share expenses, but they would share expenses after they are married. She wants to keep her home for the girls and plans to lease the house.

The defendant filed financial affidavits on June 20, 2023 (Entry No. 164.00; Pl. Ex. 17) and submitted into evidence a financial affidavit dated November 20, 2023 (Def. Ex. II). He