

FILED

MAY 21 2024

SUPERIOR COURT
NEW LONDON JUDICIAL DISTRICT
AT NORWICH

DOCKET NO.: KNO -FA 24-5114057

SUPERIOR COURT

ALVAN SIMMONS

J.D. OF NEW LONDON

V.

AT NORWICH

KATHERINE GOMEZ

MAY 21, 2024

MEMORANDUM OF DECISION

The parties appeared before the undersigned on May 20, 2024. The mother was self-represented and the father was represented by counsel.

The court has fully considered the criteria of General Statutes §§ 46b-56, the Rules of Practice §§ 1-27 as well as the evidence, applicable case law, the demeanor and credibility of the witnesses and arguments in reaching the decisions reflected in the orders that issue in this decision. The Court has taken judicial notice of all pleadings in the court file. The financial affidavits of the parties are ordered unsealed pursuant to Practice Book § 25-59A (h) as this is a contested matter.

FACTUAL FINDINGS

The court finds that the following facts were proven by a preponderance of the evidence:

1. The parties, never married, are the parents of one minor child Elijah Simmons born June 15, 2023.
2. The parties entered into a temporary agreement on February 6, 2024, whereby they would share joint legal custody of the minor child with the father having primary residence. The mother was provided access with the minor child on Monday, Tuesday and Wednesday from 3

5/21/2024 - marked to all parties of record:
1) Alvan Simmons
2) Jellens law, PCG.
3) Katherine Gomez

to 6 PM, and every other Saturday from 2 to 5 PM supervised by the father. This access schedule was not working for a variety of reasons and the mother only received a handful of visits.

3. The parties entered into a subsequent temporary agreement on March 26, 2024, whereby the mother would have access on Monday, Wednesday and Thursday from 3 to 6 PM and every other Sunday from 11 AM to 4:30 PM with Madeline Perez as the supervisor. This access schedule was also not working for a variety of reasons and the mother only received a handful of visits.

4. On April 11, 2024, the court ordered that mother's supervised visits would take place on Monday and Wednesday at the Colchester Public Library from 4 to 5 PM and on Saturday from 2 to 4 PM in East Hartford or Glastonbury, supervised by the paternal grandmother or paternal step grandfather. This access schedule was also not working for a variety of reasons and the mother only received a handful of visits.

5. The mother has been diagnosed with bipolar condition and takes medication to control that condition. With the advice of her doctor, she went off the medication while she was recently pregnant.

6. On January 20, 2024, the mother had an episode which required police and DCF intervention. The facts were somewhat unclear but as a result of the incident, the mother checked herself into the Mount Sinai psychiatric hospital for one week. Elijah was placed with the father pursuant to a DCF safety plan (Exhibit 1). Two of the mother's other children were

placed with their respective fathers and the remaining child was placed with the mother's mother.

7. DCF substantiated physical and emotional neglect on the mother's part on this occasion and has also been involved with the mother for many years in the past.

8. The mother receives both therapy and medication at The Village in Hartford, Connecticut, and is compliant with her treatments (exhibit B).

9. The mother works two part-time jobs as a personal care assistant and security officer working long hours on Tuesdays and Fridays. She lives alone in Hartford.

10. The father is an armed security guard working nights. He resides with his mother, sister and Elijah in his mother's home in Colchester, Connecticut.

11. The parties have been in an on and off relationship for five years, living together during much of that time. Although they were reluctant to admit it, they continue to be in a romantic relationship seeing each other as often as five times per week.

12. The mother is proposing that she have access with Elijah on Monday, Wednesday and Thursday from 11 AM to 6 PM, supervised by her mother, Maria Quintana, or Madeline Perez. She is also seeking shared holidays, birthdays and alternating the tax dependency credit.

13. The father agrees that she can have supervised access with the child on Monday, Wednesday and Thursday but he is suggesting fewer hours. It should be noted that he generally sleeps during the days.

14. The mother presented as a fiercely loving parent who believes she has been misjudged and simply wants to be a mother to her children.

15. The father opposes Maria Quintana, the maternal grandmother, as a supervisor although his reasons were unconvincing. Maria Quintana does not work, is a certified foster parent and resides in East Hartford, Connecticut.

16. The court sees no reason why the parents should not continue with joint custody as they appear to have an ongoing civil relationship.

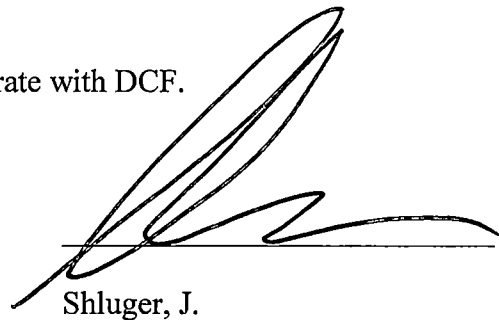
17. The court sees no reason why the mother should not continue to have access with the child so long as it is supervised, and she maintains her treatments

18. The mother earns \$198 per week and the father earns \$848 per week. The presumptive child support guidelines call for the mother paying \$26 per week to the father in child support.

ORDERS

1. The parties shall enjoy joint legal custody of the child with primary residence with the father.
2. Mother shall have supervised access with the child on Monday, Wednesday and Thursday from 11 AM to 4 PM. The father shall bring or cause the child to be brought to the home of the maternal grandmother and ensure that she is available to receive the child. The mother shall return the child with her supervisor to the father at the end of the visit. The supervisors may include Maria Quintana, Madeleine Perez or any other mutually agreeable supervisor.
3. The parties shall either share or alternate holidays by agreement.
4. On June 15, 2024, the child's next birthday, the mother shall enjoy supervised access from noon to 6 PM at her home.

5. The mother shall pay child support in the amount of \$28 per week and the parties shall share equally any unreimbursed medical expenses.
6. The parties shall maintain medical insurance for the child through their employment if available at a cost not to exceed 7 ½% of their net take-home pay, or else utilize Husky.
7. The parties shall alternate the dependency tax credit each year with the father taking even years and the mother taking odd years so long as she is current on her child support for that year.
8. The mother shall remain in treatment and be compliant with her medication as prescribed. She shall provide the father with treatment records at his request.
9. Both parties shall be entitled to all curricular, extracurricular and medical information pertaining to the child.
10. Both parties shall continue to cooperate with DCF.



Shluger, J.