

KNO-FA23-5113470-S                                ::        SUPERIOR COURT  
RICHARD BROWN                                     ::        J.D. OF NEW LONDON  
V.     ::        AT NORWICH  
JENITZA BROWN                                     ::        MAY 21, 2024

**MEMORANDUM OF DECISION**

This is a dissolution of marriage action initiated by the plaintiff husband, Richard Brown, against the defendant wife, Jenitza Brown. The parties are self-represented and were heard before the court at trial on April 8, 2024.

The court has fully considered the applicable statutes, including but not limited to the criteria of Connecticut General Statutes §§ 46b-56, 46b-56a, 46b-56c, 46b-81, 46b-82, 46b-84, and 46b-215a, as well as the testimony, evidence, applicable case law, the demeanor and credibility of the witnesses, and the parties' proposed orders, in making the findings of fact, conclusions of law, and entering the orders that issue below.

**FINDINGS OF FACT**

The court has jurisdiction over this matter. The plaintiff and defendant have lived in Connecticut at least twelve months immediately before the filing of this action. The parties married on December 12, 2009. The parties commenced their romantic relationship with each other in July of 2002. The parties share three children under the age of twenty-three years of age, as follows:

Makayla Brown, born May 6, 2003,

*5/21/24 - Sent to all parties of the record and recorder of judicial decisions.  
Chris Hopkinson  
CFC*

Yasmine Brown, born April 14, 2006, and  
Omari Brown, born June 4, 2008.

Neither party, nor their children, have received financial assistance from the State of Connecticut. The allegations of the complaint are proven and true. The marriage of the parties has broken down irretrievably, with no possibility of reconciliation.

The parties are currently separated, and the plaintiff resides with his parents in Groton, Connecticut but also spends significant periods of time in Maryland, where he has established a new romantic relationship. There is a criminal protective order in effect between the parties, protecting the plaintiff husband, arising from a domestic dispute between the parties that took place on April 1, 2024, during which the defendant wife was physically aggressive with the plaintiff husband. This order directs the defendant wife not to assault, threaten, abuse, harass, follow, interfere with, or stalk the plaintiff husband, and to stay away from his home or wherever he may reside. The defendant wife faces pending misdemeanor charges for this incident. The defendant wife has made her own two applications for civil restraining order claiming that the plaintiff sexually assaulted her. The first of these was dismissed for the wife's failure to appear and prosecute. The second application was denied after hearing, with the court finding that she had failed to meet her statutory burden. *See Brown v. Brown* KNOFA245114469-S, J.D. of New London at Norwich, (Shluger, J., April 23, 2024).

The plaintiff intends to relocate to Maryland following the conclusion of these divorce proceedings. The plaintiff currently voluntarily deposits \$3,500.00 per month into an account controlled by the defendant wife to meet expenses associated with the marital residence and the

parties' children. This voluntary unallocated support payment represents approximately 68% of his net income, not accounting for separate disability dependent benefits paid directly to the defendant wife.

The plaintiff husband is 46 years old. He has been determined fully disabled by the Veteran's Administration and the Social Security Administration. He relies upon disability payments from both government agencies as his sole sources of income, and receives \$1,200.00 in net weekly income from both sources. The plaintiff is also entitled to government disability dependent payments for the parties' children, in the amount of \$221.00 per month per child, which are paid to the defendant wife, and used by her for the benefit of the children. The plaintiff served in the military from 2012 through 2018 and was honorably discharged in 2018 due to extremely serious medical complications that eventually resulted in his complete disability. The plaintiff's disabilities required significant hospitalizations, multiple surgeries, and have left the plaintiff with permanent impairments. The plaintiff also sustained physical injuries while in military service which have resulted in additional chronic and permanent impairments.

The defendant wife is 39 years old and is in good health. She has completed high school and worked in various retail and food service positions throughout the early years of the marriage. She last worked in a retail food service position on a full-time basis in 2018 and earned minimum wage hourly compensation. When the plaintiff became ill and was qualified for disability benefits sometime in 2018, the defendant wife was named his caretaker. She received compensation from the Veteran's Administration of \$2,075.00 per month, beginning

sometime in 2020, for assuming this role. The defendant stopped working outside of the home in 2018 and has relied on this caretaker payment as her sole source of income from sometime in 2020 until March of 2024, when the plaintiff took steps to discontinue these payments after his separation from the defendant. The defendant is currently seeking employment, and acknowledges that she has the ability to work a full time minimum wage employment position. The court finds that that the defendant has an earning capacity of a full-time, minimum wage job, currently 40 hours per week at \$15.69 per hour.

The plaintiff points to his 2018 illness and disability as a significant turning point in the parties' relationship. He testified that the defendant was not supportive of him when he was in need of significant medical care at his most intensive periods of medical intervention, beginning in 2018 and continuing through 2021. According to the plaintiff, the defendant has also engaged in extramarital affairs during his period of convalescence, and has been physically violent towards him on several occasions during the marriage. The plaintiff describes the parties now as misaligned, with different interests, opposite daily schedules, and no common activities or pursuits. He has experienced some improvement in his health in recent years, and is interested in relocating to a warmer climate, to pursue his interest in homesteading, and to focus on maintaining and improving his health. The plaintiff is engaged in a new romantic relationship. The plaintiff does not dispute that he is engaged in this relationship, and the court was presented with evidence, consisting of social media posts and text message exchanges between the plaintiff and his new significant other, confirming this relationship. The defendant is distraught over the breakdown of the parties' marriage. She has sought to punish the plaintiff

in different ways for this, by disparaging him to the children, making reports of fraud to government agencies against the plaintiff, and constantly sending him a barrage of angry text message communications. The court finds that both parties are equally responsible for the breakdown of the parties' marriage.

The parties jointly own the marital residence, located at 129 New London Turnpike in Norwich, Connecticut. The parties purchased this property in December of 2016, with a \$5,000.00 downpayment and a mortgage for the balance of the purchase price. The parties agree and the court finds that the marital residence is currently worth \$122,000.00. The marital residence is encumbered by a mortgage with a current balance of \$112,744.00. Mortgage payment arrearages accrued during the plaintiff's period of illness from 2018 to 2021 have been added to the principal balance of this mortgage. During the pendency of this litigation, the defendant wife has fallen three months in arrears on the monthly mortgage payments, despite acknowledging her receipt, from the plaintiff, of sufficient funds each month to pay the mortgage. She has made arrangements with the mortgage servicing company to add this arrearage to the principal balance of the mortgage. The defendant and the parties' children are currently residing in this residence. The plaintiff agrees that the marital residence may be awarded to the defendant wife, provided that she will assume responsibility for the mortgage payments.

The parties have already divided most of their personal property and household goods to their mutual satisfaction. The plaintiff was able to recover most of his personal property from the former marital residence following the parties' separation. He continues to make

claim to his discharge paperwork, a duffle bag of military uniforms, and a pet, a Cane Corso dog named Alachi. The defendant contests the plaintiff husband's claim to the dog Alachi, claiming that the plaintiff does not treat the dog well, and that the dog belongs to her. The court does not find this testimony credible. The plaintiff acknowledges that the dog Alachi has not been certified as a service or emotional support animal, but credibly testified that he has trained the dog to be responsive to some of the symptoms of his disabilities, and that he draws emotional support from this animal. In addition to the dog Alachi, there are five other grown dogs and three puppies belonging to the parties and their children in the former marital residence. The plaintiff makes no claim to these other animals. The defendant wife testified that the duffle bag of military uniforms was destroyed due to flooding in the marital residence, and that she does not know the whereabouts of the plaintiff's military discharge paperwork. The court credits this testimony. The court was presented with picture evidence that the marital residence flooded significantly during a recent flooding emergency affecting Norwich and the surrounding area. The court will award the dog Alachi to the plaintiff husband and finds that the parties have otherwise already divided their personal property to their mutual satisfaction.

The parties are not in significant dispute regarding the legal and physical custody of the minor children. The parties agree that they should share joint legal custody over the minor children. Both parties propose and agree that the minor children should continue to reside in Connecticut with the defendant mother. The plaintiff currently arranges his parenting access time, when he is in Connecticut, with the children directly. As discussed previously, the plaintiff plans to relocate to Maryland or some other southern state in search of warmer weather

after the conclusion of these proceedings. These plans are still somewhat undefined, and do not lend themselves to a definite parenting access plan with a specific weekly schedule. The plaintiff has been traveling to and from Maryland during the pendency of this matter, sometimes for several weeks at a time, and has been arranging his parenting access time directly with the children when he is in Connecticut. The minor children, who are fifteen and eighteen years old, have their own cellular telephones, maintain regular individual contact with their father, and have been able to arrange parenting access time with him in accordance with their respective schedules and activities. The parties' minor children are all appropriately engaged in school, extracurricular activities, and work in Norwich and the surrounding areas, and are stably housed in the marital residence.

Unfortunately, both parties have placed the children in the middle of their parental and relationship disputes. The children have been included in group text message exchanges between the parties wherein each party has made various accusations and inappropriate statements to the other. In these text messages, the defendant wife has confronted the plaintiff husband repeatedly about his extramarital affair, and repeatedly disparaged the plaintiff to the children. The plaintiff has made some effort to redirect these conversations but has also accused the defendant of tampering with his phone and has inappropriately shared copies of communications between the parties in these group conversations with the children.

As discussed previously, the parties share two minor children, Yasmin and Omari, who are properly included in a child support award at this time. The parties' middle child turned eighteen years of age on April 14, 2024, and will graduate from high school in June of 2024.

The presumptive amount of child support determined by application of the Child Support Guidelines for the State of Connecticut payable by the plaintiff to the defendant for one child, based on the parties' actual incomes, is \$194.00 per week, allocating 22% of any unreimbursed medical expenses and qualifying childcare costs to the defendant, and 78% to the defendant. The court has found that the defendant wife has an imputed minimum wage full time earning capacity. The presumptive amount of child support determined by application of the Child Support Guidelines for the State of Connecticut payable by the plaintiff to the defendant for two children on the basis of this imputed income is \$201.00 per week, with each party sharing equally in unreimbursed medical expenses and qualifying childcare costs. The presumptive amount of child support determined by application of the Child Support Guidelines for the State of Connecticut payable by the plaintiff to the defendant for one child is \$148.00 per week, allocating 54% of any unreimbursed medical expenses and qualifying childcare costs to the plaintiff, and 46% to the defendant. In each of these calculations, the applicable Social Security disability benefits for the minor children have been included in the plaintiff's income, and then credited to the plaintiff's child support obligation in accordance with the State of Connecticut Child Support and Arrearage Guidelines effective July 1, 2015.

The court finds that the parties would have provided for the expenses of higher education or private occupational school if the family were intact. The plaintiff is entitled to veteran's post-majority educational benefits arising from his military service, which he agreed would be applied to benefit each of his children when they are eligible. The court will retain jurisdiction over this issue, in accordance with the provision of Conn. Gen. Stat. § 46b-56c.



The parties own two motor vehicles. The first vehicle is a 2009 Nissan Armada worth \$10,000.00 with a loan balance of approximately \$7,600.00. This is the defendant wife's vehicle, although the parties are jointly liable for the loan encumbering this vehicle. The plaintiff's vehicle is a 2006 Hyundai Santa Fe, worth \$2,800.00 without any loans encumbering the vehicle. The equity interest in both vehicles is approximately equal.

The plaintiff has various credit card debts, solely in his own name, totaling \$20,892.00. The defendant has various credit card debts, solely in her own name, totaling \$2,600.00. The defendant also claims an outstanding debt for an Apple iPhone that she gifted to the plaintiff in the amount of \$1,400.00.

The parties maintain a joint bank account at Liberty Bank, which the defendant uses to pay household expenses, and which the plaintiff uses to deposit his voluntary monthly support payments. There are no additional funds, other than the plaintiff's monthly deposits, in this account. The plaintiff also maintains a separate individual bank account with a zero balance at the present time. Neither party owns any stocks, bonds, mutual funds, investment accounts, and neither party holds any interest in any retirement plans.

The plaintiff proposed that the defendant could claim the children for state and federal tax purposes, as he does not currently receive taxable income. The court will enter orders consistent with this proposal.

#### **DISCUSSION**

The plaintiff has filed this action for dissolution of the parties' 14-year marriage. The parties' relationship began more than twenty-two years ago, and they have three children

together, aged 21, 18 and 15. The plaintiff, following several years of struggling with serious health issues and a difficult marriage, is eager to start a new life for himself with a new significant other in a warmer climate, where he hopes to focus on his health and well-being. The defendant has struggled significantly with this change but is mostly focused on maintaining a stable environment for herself and the parties' children. While the parties are reasonably close in their respective proposals to the court, their conflict with each other is significant, particularly as it relates to the breakdown of their relationship.

During the trial of this matter, the court was at times presented with conflicting testimony and evidence. "The [fact-finding] function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of the 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, *cert. denied*, 274 Conn. 906 (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 . . . [i]t is the quintessential function of the factfinder to reject or accept certain evidence . . ." (Internal quotation marks omitted.) *In re Antonio M.*, 56 Conn. App. 534, 540 (2000). "The sifting and weighing of evidence is peculiarly the function of the trier [of fact]." *Smith v. Smith*, 183 Conn. 121, 123 (1981). "The trier is free to accept or reject, in whole or in part, the testimony offered by either party." (Internal quotation marks omitted.) *Kervick v. Silver Hill Hospital*, 309 Conn. 688, 718 (2013). "[The] determination of credibility is a

function of the trial court.” (Internal quotation marks omitted.) *Grasso v. Grasso*, 153 Conn. App. 252, 259 (2014).

In determining the parties’ disputes concerning the care, support, and custody of the minor children, the court is bound by the applicable statutes and caselaw. “Although it is well settled that trial courts have broad equitable remedial powers regarding marital dissolutions ... the trial court's power to dissolve a marriage and to order custody, care and education of any minor children of the parties, incidental to the dissolution action, is statutorily based.” (internal citations and quotations omitted). *W. v. W.*, 248 Conn. 487, 493 (1999). In disputes involving the custody of minor children, “[t]he controlling principle ... is that the court shall be guided by the best interests of the child.” *Reza v. Leyasi*, 95 Conn. App. 562, 567 (2006). In considering the best interests of the minor children this court has been guided by the statutory factors enumerated at Conn. Gen. Stat. 46b-56(c). The court has carefully considered all of the applicable factors, guided by the principle that “[t]he best interests of the child include the child's interests in sustained growth, development, well-being, and continuity and stability of [the child’s] environment.” (internal citations omitted) *Schult v. Schult*, 241 Conn. 767, 777 (1997). In consideration of these factors, the court will order that the parties shall share joint legal custody of the minor children, and that mother have primary physical custody of the children. The parties have been following a parenting access plan in which father arranges for parenting access time by mutual agreement and consultation with the children, who are old enough and mature enough to be appropriately involved in these decisions. Given father’s frequent trips out of the state, and his plan to relocate out of the state to Maryland or some other

warmer southern state, this parenting access plan is in the best interests of the minor children at this time.

As the court has determined the primary custodial parent of the minor children, Connecticut General Statutes § 46b-215b provides for a rebuttable presumption in favor of the child support award determined by the application of the Child Support Guidelines for the State of Connecticut. Conn. Gen. Stat. § 46b-215b. The court will enter child support orders that are consistent with the presumptive amount of child support determined by application of the Guidelines. The parties' middle child has recently turned eighteen years of age and will graduate from high school in June of 2024, so the court will enter a child support for the one remaining minor child.

#### *Alimony*

The plaintiff does not seek a payment of alimony from the defendant. The court finds this waiver to be knowing and voluntary. In reviewing the relevant statutory factors, the court finds that an award of alimony to the plaintiff husband is not warranted by the facts and circumstances of this case. The defendant wife seeks an award of alimony, and the court finds that such an award is warranted in this case. In considering an alimony award, the court is bound by the statutory criteria enumerated in Conn. Gen. Stat. § 46b-82:

In determining whether alimony shall be awarded, and the duration and amount of the award, the court shall consider the evidence presented by each party and shall consider the length of the marriage, the causes for the annulment, dissolution of the marriage or legal separation, the age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, employability, estate and needs of each of the parties... and, in the case of a parent

to whom the custody of minor children has been awarded, the desirability and feasibility of such parent's securing employment.

Conn. Gen. Stat. § 46b-82(a).

It is well-settled that “[t]rial courts are vested with broad and liberal discretion in fashioning orders concerning the type, duration and amount of alimony and support, applying in each case the guidelines of the General Statutes.” *Hartney v. Hartney*, 83 Conn. App. 553, 559 (2004) *cert. denied*, 271 Conn. 920 (2004). In considering the statutory factors, “the trial court does not need to give each factor equal weight or make express findings as to each factor, but it must consider each factor.” *Oudheusden v. Oudheusden*, 338 Conn. 761, 769 (2021).

“The generally accepted purpose of ... alimony is to enable a spouse who is disadvantaged through divorce to enjoy a standard of living commensurate with the standard of living during marriage.” *Brody v. Brody*, 315 Conn. 300, 313 (2015). Alimony is “not designed to punish, but to ensure that the former spouse receives adequate support.” *Id.* at 313 (internal citations and quotations omitted). Alimony may also be time-limited, to “encourage the receiving spouse to become self-sufficient,” for “rehabilitative purposes” and to provide “interim support until a future event occurs that makes such support less necessary.” *Marmo v. Marmo*, 131 Conn. App. 43, 47 (2011) (internal citations and quotations omitted).

Here, the court has found that the defendant wife has a full-time, minimum-wage earning capacity, which will provide her with a net income of \$597.00 per week. The defendant testified that she is actively seeking employment, and believes she will be able to return to full-time work in the coming months. The defendant has recently lost her caregiver

income due to the plaintiff's departure from the marital home, and is currently relying on the plaintiff's voluntary \$3,500.00 per month support payments. The court finds that continuing these payments, which represent approximately 68% of the plaintiff's net income, would not be fair and equitable under all of the facts and circumstances of this case. The court will enter orders providing the defendant with a transition period, during which time the plaintiff will pay alimony based upon the defendant's actual current earnings of zero dollars per week. Effective September 1, 2024, the court will lower the alimony payments to account for the defendant wife's earning capacity of \$597.00 in net income per week. This will provide the defendant with slightly more than three full months to secure employment consistent with her earning capacity. The court has calculated its alimony order to account for the imminent reduction in child support payments to the defendant wife, wherein child support will only be based upon one eligible minor child. The court will order an alimony term of six years, which will provide the defendant wife with a reasonable period of time, after the parties' youngest child has reached the age of majority, to continue to develop and increase her earning potential.

The most significant marital property in dispute is the marital residence. In making property distribution orders, the court:

... shall consider the length of the marriage, the causes for the annulment, dissolution of the marriage or legal separation, the age, health, station, occupation, amount and sources of income, earning capacity, vocational skills, education, employability, estate, liabilities and needs of each of the parties and the opportunity of each for future acquisition of capital assets and income. The court shall also consider the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates.

Conn. Gen. Stat. § 46b-81 (c). “The purpose of [a] property distribution is to unscramble existing marital property in order to give each spouse his or her equitable share at the time of the dissolution.” *Hornung v. Hornung*, 323 Conn. 144 (2016). The plaintiff agreed at trial that the defendant should be awarded the marital residence, so that she can maintain stable housing for herself and the minor children. The plaintiff is concerned that the defendant will not meet the expenses of the home, as the defendant has fallen three months behind on the mortgage payment even while receiving \$3,500.00 per month in voluntary payments from the defendant. The court has carefully considered the parties’ financial circumstances, and the alimony and child support payments ordered herein are sufficient to allow the defendant to meet the expenses of the home. The defendant submitted a budget into evidence, detailing all of her monthly expenses, including mortgage payments, cellular phone, car payments, utilities, car insurance, car extended warranty payment, several entertainment subscriptions, internet, dance classes for the minor child, and other miscellaneous monthly expenses. These expenses total \$3,173.81 per month. The court’s child support and alimony orders, which provide the defendant with approximately 50% of the parties’ combined income once she has returned to work at her full earning capacity, will provide her with sufficient monthly income, even without the dependency benefits that she receives for the minor children, to meet these expenses.

The court must also allocate the parties’ debts. “A fundamental principle in marital dissolution proceedings is that the trial court has broad discretion in determining the equitable allocation of the parties’ assets. . . . [B]ecause every family situation is unique, the trial court drafting a dissolution decree has wide discretion to make suitable orders to fit the

circumstances. . . . Furthermore, the allocation of liabilities and debts is a part of the court's broad authority in the assignment of property." (Citations omitted; internal quotation marks omitted.) *McKenna v. Delente*, 123 Conn. App. 146, 162 (2010). See also *Lynn v. Lynn*, 130 Conn. App. 319, 328 (2011). Although the plaintiff has a greater amount of unsecured debt than the defendant, it is not clear, based on the parties' presentation to the court, what portion of these debts is attributable to household or marital debt, and what portion is attributable to personal expenditures or expenditures associated with the plaintiff's out-of-state trips and extramarital affair. In accordance with these principles, the parties shall each be fully responsible for their own individual debts and liabilities, as listed on their respective financial affidavits. In light of the plaintiff's greater assumption of liabilities and the court's orders awarding the marital residence to the defendant, the court will order the defendant to continue to be responsible for the claimed \$1,400.00 debt associated with the iPhone that was gifted to the defendant during the marriage.

In consideration of all of the facts and circumstances of this case, in accordance with the applicable statutory criteria and caselaw, the court enters the following orders.

#### **ORDERS**

1. **Dissolution of Marriage.** The marriage of the parties is dissolved on the grounds of irretrievable breakdown. The parties are declared to be single and unmarried.
2. **Alimony.** No alimony is awarded to the plaintiff husband. The plaintiff husband shall pay alimony to the defendant wife in the amount of \$400.00 per week (\$1,720.00 monthly) until August 31, 2024. Effective September 1, 2024, the plaintiff husband's alimony obligation



shall be reduced to \$150.00 per week (\$645.00 monthly), for a total alimony term of six (6) years from the date of judgment. The plaintiff's alimony obligation shall terminate upon the death of either party, the remarriage of the defendant wife, or at the end of the six-year alimony term, whichever should happen first.

3. **The Marital Residence.** The plaintiff shall quitclaim all of his interest in the former marital residence at 129 New London Turnpike in Norwich, Connecticut to the defendant within thirty (30) days of the date of this order. The defendant shall be fully responsible for the mortgage, taxes, notes, liens, insurance, utility bills, and all other costs and expenses associated with this property, and shall hold harmless the plaintiff from all such expenses, including mortgages, taxes, notes, liens, repairs, and other costs associated with the property. The defendant shall have exclusive use and possession of the former marital residence.

4. **Refinance of Mortgage(s).** The defendant shall refinance all mortgages on the former marital residence to remove the plaintiff's name from indebtedness on these mortgages no later than two (2) years from the date of this judgment.

5. **Late Mortgage Payments.** If the defendant fails to make a mortgage payment within thirty (30) days of the date such payment is due, while the plaintiff remains liable on that mortgage, the plaintiff may make payment of the late mortgage obligation and deduct such payment from his alimony payments to the defendant. In the event that the plaintiff exercises this option, the plaintiff shall provide to the defendant, in writing: 1) proof of the late mortgage payment obligation; 2) proof of the plaintiff's mortgage payment resolving that late payment

obligation; and 3) an itemized accounting of the application of his alimony payments to the late mortgage payment obligation.

6. **Retention of Jurisdiction over Real Property.** The court shall retain jurisdiction over the former marital residence as necessary to effectuate these orders.

7. **Motor Vehicles.** The plaintiff is awarded the 2006 Hyundai Santa Fe vehicle that is currently in his possession. The defendant is awarded the 2009 Nissan Armada vehicle that is currently in her possession. Each party is awarded their respective vehicles free and clear of any claim by the other party and each shall be fully responsible for all expenses associated with the vehicle awarded to him or her, including, but not limited to, car payments, maintenance, registration, insurance, and taxes. The parties shall complete any documents necessary to transfer the title to these vehicles within thirty (30) days of the date of this judgment. The defendant shall remove the plaintiff's name from liability on the vehicle loan encumbering the 2009 Nissan Armada within one (1) year of the date of judgment.

8. **Bank Accounts.** Each party shall keep their own bank accounts, as set forth on their respective financial affidavits, free and clear of any claim by the other party. The parties' joint bank account at Liberty Bank (account ending in 8496) is awarded to the defendant wife. The plaintiff shall cooperate with the defendant to remove his name from this bank account, so that the account may be transferred solely into the defendant's name.

9. **Life Insurance.** The plaintiff husband shall maintain a life insurance policy, naming the defendant wife as the sole beneficiary, with a face value of at least \$50,000.00, for so long as there is a child support order in effect between the parties. The plaintiff shall provide

verification of his maintenance of a policy in accordance with these orders within thirty (30) days of the date of this judgment to the defendant, and shall execute an authorization once per year thereafter, on or before April 1<sup>st</sup> of each year, which shall allow the defendant to verify the existence of this policy.

10. **Medical Insurance.** Each party shall be responsible for his or her own medical insurance needs.

11. **Personal Property.** Each party shall keep and retain all personal property that each party holds in his or her possession. Any items of personal property that each party holds shall remain his or her own property, free and clear of any claim by the other party.

12. **Alachi.** The dog Alachi is awarded to the plaintiff. The parties shall make arrangements for the defendant to transfer the dog Alachi to the plaintiff's care and custody within seven (7) days of the date of this judgment. All other pets currently residing at the former marital residence and belonging to the parties are awarded to the defendant wife. The parties shall cooperate in any registration or licensing requirements necessary to effectuate the transfer of ownership of the dog Alachi within thirty (30) days of the date of judgment.

13. **Debts and Liabilities.** Each party shall be liable for his or her own debts as listed on their respective financial affidavits, and neither party shall cause any debt to be incurred in the name of the other party. The defendant shall be fully responsible for debts associated with cellular telephone devices used by the parties or their children.

14. **Legal Custody.** The parties shall share joint legal custody of the minor children.

15. **Primary Physical Custody and Regular Parenting Access.** Mother shall have the primary physical custody of the minor children. Father shall have open and liberal access with the minor children by mutual agreement, confirmed in writing, when he is in Connecticut. The parties shall confer with and consider the minor children's perspectives in determining father's parenting access time.

16. **Parental Communication.** Neither parent shall disparage the other to or in the presence of the minor children. The parties shall refrain from including the minor children in the parties' disputes. Each party shall take affirmative steps to foster a healthy and respectful relationship between the minor children and the other parent.

17. **Holiday Parenting Access Schedule.** The parties shall share holidays by mutual agreement, confirmed in writing. The parties shall discuss and reach agreement, in writing, concerning holiday access arrangements, at least thirty (30) days in advance of major holidays.

18. **Summer Parenting Access.** The parties shall each be entitled to two nonconsecutive weeks of summer vacation access with the minor children. The parties shall discuss and agree, in writing, on their weeks of summer access by June 1<sup>st</sup> of each year. If the parties are unable to agree, the plaintiff shall have priority in even years, and the defendant in odd years. The parties may exercise their weeks of vacation consecutively only by agreement, confirmed in writing.

19. **Additional Parenting Access Time.** The parties may arrange for additional or different parenting access time by mutual agreement, confirmed in writing.

20. **Out of State Travel.** A parent who travels with the children outside of Connecticut overnight will keep the other parent informed of the travel plans, including transportation information and addresses, and telephone numbers at which the parent and child may be reached.

21. **Telephone Parenting Access.** Each party may have reasonable telephone contact with the minor children during the children's normal waking hours.

22. **Child Support.** The plaintiff husband shall pay child support in the amount of \$148.00 per week (\$636.40 monthly) in accordance with the Child Support Guidelines for the State of Connecticut. The plaintiff shall continue to make such child support payments weekly until the minor child Omari graduates from high school or attains the age of nineteen years, whichever happens first.

The plaintiff shall also ensure that any dependent benefits available to him through the Social Security Administration or Department of Veterans Affairs for the benefit and support of the parties' children are paid to the defendant wife so long as she is the primary custodial parent, as such payments have been credited to the plaintiff's child support obligations.

23. **Unreimbursed Medical Expenses and Qualifying Childcare Costs for the Minor Children.** The parties shall share equally in any unreimbursed medical expenses and qualifying childcare costs for the minor children. A parent requesting reimbursement shall provide the other parent with a written specific request for reimbursement or direct payment, with supporting documentation, such as a receipt, invoice, or bill. Upon receipt of such a request,

the other parent shall have fourteen (14) days to make payment or reimburse the other parent, as appropriate.

24. **Health Insurance for the Minor Children.** The plaintiff shall maintain the minor children on his health insurance coverage, as available to him at reasonable cost, defined as less than 7.5% of his net income.

25. **Health Insurance Reimbursement.** The provisions of Conn. Gen. Stat. § 46b-84 (e) are incorporated by reference into these orders, as if fully restated herein.

26. **Access to Children's Records.** Pursuant to Conn. Gen. Stat. § 46b-56 (g), each parent shall have access to all academic, medical, hospital or other health records of the minor children.

27. **Tax Exemptions.** The defendant wife shall have the right to claim the parties' children for all state and federal tax purposes.


28. **Post Majority Educational Support.** The court shall reserve jurisdiction to determine whether to enter a post majority educational support order in the future and the terms thereof, in accordance with the provisions of Conn. Gen. Stat. § 46b-56c.

29. **Parenting Education Program.** Any party who has not completed the required parenting education program is ordered to do so within 120 days after the date of judgment.

30. **Financial Affidavits Unsealed.** 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 statements now on file with the court.

**SO ORDERED.**

BY THE COURT,

A handwritten signature in black ink, appearing to be 'CJ Thomas', written over a horizontal line.

Judge Cecil J. Thomas