

UWY-FA22-5031090-S

TIFFANY BRILLIANT

V.

MARK BRILLIANT

STATE OF CONNECTICUT
SUPERIOR COURT

2024 MAY 21 P 3:42

JUDICIAL DISTRICT
OF WATERBURY

SUPERIOR COURT

J.D. OF WATERBURY

AT WATERBURY

MAY 21, 2024

MEMORANDUM OF DECISION

This action seeks the dissolution of the parties' marriage, commenced by a complaint filed by the plaintiff on October 20, 2022, which was returnable to the court on November 22, 2022.

A contested trial was held on February 16, 2024, March 1, 2024, March 19, 2024, March 25, 2024, and for a very brief time on March 26, 2024, when closing arguments were completed. Both parties appeared and were represented by counsel. The court heard testimony from the parties, the father of the defendant, Keith Brilliant, and the Guardian Ad Litem, Artila Tasho, Esq, reviewed the exhibits which were admitted into evidence, took judicial notice of the court file, and reserved its decision following the closing arguments.

The court carefully considered the criteria set forth in Connecticut General Statutes Sections 46b-81, 46b-82, 46b-56, 46b-56a, 46b-56c, as well as the applicable case law, the financial affidavits, the testimony, demeanor and credibility of the witnesses, and the parties' proposed orders submitted by each party in making the findings set forth below in reaching the decisions reflected in the findings and orders issued below. The court unsealed the financial affidavits pursuant to Practice Book Section 26-59A(h) and took judicial notice of the court file.

FINDINGS

The court has jurisdiction over the matter and all statutory stays have expired. The parties married on April 19, 2008, in Cheshire, Connecticut. Both parties have resided in Connecticut for twelve months immediately preceding the institution of this action.

Neither party has received any financial assistance from the State of Connecticut or any municipality of this state. The State of Connecticut did not appear in this case. The marriage has broken down irretrievably, and there is no reasonable prospect of reconciliation.

There are four children born to this marriage: Andrew F. Brilliant, born on November 17, 2011; Esther M. Brilliant, born on December 2, 2014; Abigail R. Brilliant, born on October 25, 2017, and Ezra W. Brilliant, born on January 6, 2020.

On February 16, 2024, the parties filed a stipulation with respect to certain marital property. That agreement was approved and made an order of the court on February 16, 2024. That agreement shall be incorporated by reference into the Judgement File. (# 199.00)

Both parties testified at trial. Both parties were credible. The defendant's father, Keith Brilliant, was credible. The Guardian Ad Litem, Artila Tasho, Esq., also testified credibly.

The main issues at trial concern the custody, parenting time and support of the minor children, alimony, sale of the marital home and distribution of the proceeds. Both parties clearly love their children and want what is in their best interests. The parties testified very differently about what they view to be the children's best interests. To understand these competing viewpoints, it is necessary to review the history of the relationship and the marriage.

The parties met at a Christian working Farm in New Hampshire in 2005. The couple was devoutly religious when they married and began a family. The Plaintiff's views at the time of the marriage were traditional. She believed that the mother's place was in the home and the father provided for the family. She believed that she should submit to her husband and respect and honor him. The couple lived in New Jersey and Mississippi prior to relocating permanently to Waterbury. The defendant's parents live in Waterbury. This was an incentive for the family to move to the area to be closer to family.

The defendant has always been employed as a carpenter. The plaintiff was employed as a nanny and made sandwiches at a café early in the marriage. Once their eldest child, Andrew, was born, the plaintiff did not work outside of the home until recently. The plaintiff and the defendant mutually decided to homeschool their children. The plaintiff felt very strongly that homeschooling was in the children's best interests at the time. The family had very close connections to the several churches with which they became involved during the marriage. This helped to form their beliefs about how to raise a family. In short, religion played a very large role in the relationship and dictated most everything they did. This included the use of corporal punishment in disciplining their children by both of the parties.

As stated above, the plaintiff was home with the four children and the defendant worked outside of the home as a carpenter. At some point during the marriage the plaintiff began to change her views on religion, home schooling and corporal punishment. She no longer wanted to participate in formal religion. She no longer wanted to homeschool the children. Although the defendant initially had a difficult time with the decision about homeschooling, he ultimately agreed. Once the decision about homeschooling was made, the children first attended Waterbury Christian Academy for one year and then attended Torrington Christian Academy for approximately one year. Currently, the children attend Naugatuck Public schools. The plaintiff wants the children to continue in public schools where she feels their various developmental, social, and educational/intellectual needs are being met. The defendant wants the children to return to Torrington Christian Academy.

The children have been struggling with the divorce because they have been raised immersed in Christianity and were taught that divorce is evil and wrong. There have been incidents where the children have acted out against the plaintiff for her decision to not participate in the church. At least three of the children are behind in school due to their inconsistent educational journey to date.

The plaintiff feels that it is in the best interests of the children to reside with her as their primary residence with parenting time for the defendant. The plaintiff is no longer participating in the church and is strongly opposed to using corporal punishment in the disciplining of the children. The plaintiff does not want her children to fear her. Furthermore, she does not want her children to think that to be in control of a situation that they must hit. The defendant believes that it is in the children's best interests to have primary residence with him because he will provide a stable and non-chaotic environment for the children. He believes that children should obey and honor their parents, live in peace and be a servant to others and that this philosophy will be enforced by the children living with him. His philosophy on raising children also includes corporal punishment as a last resort. He does not believe that corporal punishment is abuse after speaking to a mental health provider about it.

There was domestic violence in the home during the marriage, involving both verbal and physical abuse between the parties. One incident where the defendant knocked over the Christmas tree was especially traumatic for both parties. There was an incident that occurred early in the marriage whereby the defendant hit the plaintiff in the stomach.

The plaintiff resides in the marital home located at 43 Naigle Street in Naugatuck. The home was purchased on November 21, 2018. The defendant resides in Waterbury with his parents. Both parties agree that the marital residence, must be sold. They disagree over the timing of same and the distribution of proceeds from the sale. The plaintiff requests fifty percent of the proceeds of the sale of the marital home. The defendant thinks that a 75% share in the house is appropriate with the plaintiff awarded 25%. He minimizes the plaintiff's contributions because he was the breadwinner of the family. Both the plaintiffs' parents and the defendants' parents helped them financially to buy the house. Neither party provided an appraisal as to the value of the marital home. The defendant states on his financial affidavit that the estimated fair market value of the home is two hundred thousand dollars (\$200,000.00).

"A property division ought to accord value to those nonmonetary contributions of one spouse which enable the other spouse to devote substantial effort to paid employment, which, in turn, enables the family to acquire tangible marital assets. The investment of human capital in homemaking has worth and should be evaluated in a property division incident to a dissolution of marriage." *O'Neill v. O'Neill*, 13 Conn. App. 300, 311, cert. denied, 207 Conn. 806 (1988).

Non-monetary contribution is one of the factors that the court has considered. The court has also considered the length of the marriage, the cause of the breakdown, 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. Connecticut General Statutes 46b-81 (c).

The Plaintiff has requested alimony for a period of five years to follow the sale of the marital home. The plaintiff wants to work full time and has recently attained employment at seventeen dollars an hour at Midstate Medical. She has no college degree, no professional certifications, and very limited work experience. She did try to go back to college during the marriage but abandoned it because the defendant was not supportive. The Defendant disagrees with this and states that he was supportive. Shortly after abandoning the college course, the plaintiff filed for divorce. The plaintiff plans to return to school to pursue a degree in nursing. The defendant thinks it a good idea for the plaintiff to obtain employment as a nanny that he claims pays more than her current position.

The defendant has two years of college and has been employed since 2002 as a carpenter. He currently works as a subcontractor doing residential remodeling. He gets his business via word of mouth. He is self-employed since 2022. The defendant blames the plaintiff for "leaving the marriage" and maintains that alimony is not appropriate.

"There is no absolute right to alimony. . . . Awards of alimony incident to a marital dissolution rest in the sound discretion of the trial court." *Weinstein v. Weinstein*, 18 Conn. App. 622, 637 (1989). "[T]he ordinary, but not necessarily exclusive, purposes of alimony are either to allow the supported spouse to continue enjoying the standard of living that he or she enjoyed during the marriage or to allow the supported spouse to become self-sufficient" *Cohen v. Cohen*, 327 Conn. 485, 504 (2018). Trial courts should not, in the absence of good reasons, depart from the general rule that the purpose of alimony is to allow the supported spouse to continue to enjoy the standard of living that existed during the marriage. *Id.*, 504 n.9. General Statutes § 46b-82.

The court must consider all the statutory factors in making an award of alimony but need not give each factor equal weight. *Costa v. Costa*, 57 Conn. App. 165, 174 (2000). The factors that the court has considered are the length of the marriage, the cause of the dissolution of the marriage, age of parties, health of the parties, station in life, occupation, amount, and sources of income, earning capacity, vocational skills, education, employability, division of property, custody arrangements, and the desirability of the custodial parent's securing employment. The court is not limited to the statutory factors. *Robinson v. Robinson*, 187 Conn. 70 (1980). The defendant's position as to the cause of the dissolution was taken into consideration by the court, along with all the other statutory factors. Alimony is appropriate based upon the length of the marriage and also the plaintiff's lack of employment history and vocational skills.

Andrew was homeschooled until he was ten years old. Esther was also homeschooled. The plaintiff enjoyed home schooling but found it increasingly difficult to tailor the day-to-day structure with multiple children. Esther especially was a challenge. When the pandemic occurred, the plaintiff could no longer meet with her homeschooling support system outside of the home. The couple had a fourth child in January 2020. It was all too much for the plaintiff and it impacted her mental health, causing her

to sustain a mental health crisis in January 2021, whereby she suffered from depression and anxiety. Her father-in-law was of great help to her during this difficult time. The defendant admits that he was initially not supportive of the plaintiff's decision to stop home schooling. The defendant eventually acquiesced, and the children were enrolled at Waterbury Christian Academy and then attended Torrington Christian Academy.

The three older children are currently attending public school in Naugatuck. All four of the children have experienced struggles with their mental health, anxiety, socialization, and education. The youngest child, Ezra, is currently receiving birth to three services and attends a public pre-school. Esther entered first grade as an eight-year-old. Academically, she was very behind when she transitioned from Torrington Christian Academy to the public schools. Andrew did not have many friends at Torrington Christian Academy and was not challenged by the work there. Academically, he is a very good student. Esther does not want to go back to Torrington Christian Academy. The three older children are all doing well at their current schools.

Both parties agree that the defendant's father, Keith Brilliant, is a tremendous help to the family. Keith Brilliant testified credibly. He and his wife are loving and caring grandparents who are ready, willing, and able to assist the parties with the minor children in any way they can. Keith Brilliant has cared for the children in all aspects of their lives, including meals, driving them to school and substitute teaching at Torrington Christian Academy to offset the tuition at that school.

Artila Tasho, Esq. was appointed to serve as Guardian Ad Litem for the minor children on April 27, 2023. She met with the parties and the children. Both homes are appropriate. The last time that she met with the children was two weeks prior to her testimony. She reviewed medical records, met with DCF /or spoke with Dr. Coldwell and Caitlin Bennington who sees all four children for therapy/counseling. Attorney Tasho reported that Andrew who is depressed was not socialized with

peers when she first met him. He was exposed to conversations about the divorce while at Dad's house that resulted in his anger toward the plaintiff. Andrew is doing great at his present school. She reports that Dr. Houseman from Torrington Christian Academy stated that Andrew was not challenged at Torrington Christian Academy. He likes Aces and is excited about different projects. He is well adjusted and happy at school and with school groups. Attorney Tasho reports that the three oldest children are thriving in their respective public schools.

Attorney Tasho further reports that corporal punishment has been extremely damaging to the children. The threat of corporal punishment causes the children to suffer from great anxiety. Attorney Tasho talked with Dr. Houseman of Torrington Christian Academy. He confirmed they don't have paraprofessionals that work one on one with students. There is no counselor on staff. He was very open about the limitations at Torrington Christian Academy. Both Andrew and Esther were struggling emotionally and academically. Esther was eight (8) years old in 1st grade. Attorney Tasho states the children were very wild the first time she met them. Esther would not even talk to her. Attorney Tasho has seen huge progress in the children since that initial meeting. She does not recommend Torrington Christian Academy. Esther does not want to go. Andrew was happy there but is also happy to attend public school and have religious based activities outside of school.

Attorney Tasho has no concerns about mom's mental health. Tiffany has not abused final decision making and feels that the parties are too far apart to share this responsibility. Based upon her interactions with the family, she believes that the plaintiff is more adaptable. The plaintiff is better able to put her beliefs to the side and consider what is in the best interests of the children when making decisions.

The plaintiff testified credibly that the parties had discussions about college for the children and providing support for same. Therefore, pursuant to Connecticut General Statutes 46b-56c, the court

finds that it is more likely than not that had the family remained intact the parties would have provided financial support for their children's education or private occupational school if the family remained intact and it shall retain jurisdiction over the issue.

ORDERS

1. The marriage of the parties is hereby dissolved based on irretrievable breakdown. The parties are declared to be single and unmarried.
2. Father shall pay to the plaintiff alimony in the amount of five hundred dollars (\$500.00) per month for a period of five years. Father's alimony obligation shall not begin until after the Plaintiff leaves the marital residence. Defendant's alimony obligation shall begin the next week following the closing on the house.
3. The Plaintiff shall pay no alimony to the defendant.
4. The parties will share joint legal custody of the minor children. Primary residence will be with the plaintiff.
5. The parties will consult and discuss with one another any major decisions affecting the minor children's best interests, including but not limited to, matters of academic education, religious training, health, and general welfare of the children. The parents shall notify one another, in writing, via AppClose, of any major non-emergency decisions to be made with respect to or affecting non-routine matters involving the minor children. Such notification shall be made within a reasonable time frame to allow each parent to present his/her opinion and views on the issue and to allow reasonable consideration of the options. The other party shall respond within forty-eight hours of receiving said notification.
6. Each parent shall make such routine day to day decision as may be necessary, if such action does not conflict with any orders concerning the physical custody of the minor children.

7. In the event of a disagreement as to a major decision affecting the minor children, the plaintiff will have final decision-making authority after having properly consulted with the defendant. The plaintiff will ensure that the defendant has a meaningful opportunity to provide input and the parties shall make a reasonable effort to reach mutual agreements. The parties will not make decisions based upon his or her convenience or to serve the needs of the parent but shall instead place the children's best interests first and foremost and shall contemplate how his or her decision will affect the children, while ensuring that their emotional and physical wellbeing is the top priority.
8. The defendant's parenting time shall be as follows: Every other weekend, Friday from 5:30 to Monday morning drop off at school or summer camp. Every Wednesday from 5:30 overnight with drop off to school or summer camp on Thursday mornings. Every other Monday following the plaintiff's weekends from 5:30 PM to 8:00 PM. The parties may modify the schedule as needed by written agreement.
9. The minor children shall continue to attend public schools as currently enrolled. Andrew will remain at ACES at Chase. Esther and Abigail will remain at Hop Brook Elementary School and Ezra will continue attending Early Childhood Center, until he is eligible to attend public schools in Mom's district. If mother is unable to obtain housing in her current school district, the children shall attend public school in that new district.
10. The minor children shall continue with therapy with their current treatment provider at the Thrive Center until they are discharged by the provider. Both parents shall participate and be involved in their children's therapy as needed and as determined to be appropriate by their children's therapist.
11. The parents shall not physically discipline the children under any circumstance.

12. The parties will allow and encourage the children to engage in extracurricular activities, and will ensure the children's attendance at such activities, regardless of whose parenting time they may fall on. Andrew will be encouraged to participate in physical activities.
13. The parties will pay particular attention to and work together to limit Andrew's exposure to the use of technology as excessive amounts of screen time will lead to isolating behaviors and contribute to his depression.
14. Holidays and vacation shall supersede the regular parenting schedule. Each party is entitled to two non-consecutive weeks of summer vacation. The parties shall select their desired vacation weeks by July 1, 2024, and by June 1 of each year thereafter. Mother shall have first choice of her desired vacation weeks on even years, father shall have first choice of his desired weeks in odd years. Each party shall provide an itinerary if they are travelling with the children and shall include phone numbers, hotel, and flight information if applicable.
15. Winter, Spring and Christmas vacations during the school year shall be divided by mutual agreement taking into consideration the holiday schedule enumerated below.
16. The parties shall equitably divide coverage for school closures and the sick days for the children.
17. Holidays: ***New Years Eve and New Years Day*** – Mother shall have the minor children in even years and Father shall have the minor children in odd years. New Years Eve and New Year's Day shall be defined as 5 PM on December 31 until 7 PM on January 1.
Easter shall be defined as Saturday at 4 PM until Easter Sunday at 7 PM. The plaintiff shall have the children in even years and the defendant shall have the children in odd years.
Mother's Day Mother shall have the minor children from 9 AM until 7 PM.
Father's Day – Father shall have the minor children from 9 AM to 7 PM.
Fourth of July - Mother shall have the minor children in odd years and Father in even years.

Thanksgiving – Mother shall have the minor children in even years and Father shall have the children in odd years. Thanksgiving shall be defined as 4 PM on Wednesday before Thanksgiving until 7 PM on Thanksgiving Day.

Christmas Eve: Mother shall have the minor children in even years and Father odd. Christmas Eve shall be 4 PM December 23rd until 7 PM on December 24th.

Christmas Day – Mother shall have the minor children in odd years. Father shall have the minor children in even years. Christmas day shall be defined as 7 PM on Christmas Eve until 9 AM on December 26th.

Memorial Day – Father shall have the children from 9AM – 7 PM.

Labor Day – Mother shall have the children from 9 AM – 7 PM

Nothing shall prevent the parties from modifying the holiday schedule as needed and by agreement via app close.

18. The parties shall communicate with one another via app close. Both parties shall check App Close at least once per day. Emergency communications shall be communicated by text or phone call or via a third party.
19. The parties shall utilize the Calendar function on App Close to input all pertinent appointments and activities regarding the minor children.
20. The parties shall engage the children in public summer camp programs and shall cooperate with one another to apply for financial assistance as needed.
21. Both parties shall encourage and allow Andrew, and any of the other children who express an interest, to explore their faith. The parties shall encourage continued exposure to a

diverse group of peers and adults for Andrew, and any of the other children, to learn to express their faith in a loving and kind way that upholds tolerance of others.

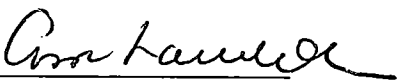
22. No third party shall attend or bring the minor children to any doctor appointment, therapy appointment, school meeting, etc., without consent of the other party.
23. Both parties shall encourage and foster the maximum relations of love, affection, and respect between the children and the other parent. Neither party will impede, obstruct, or interfere with the other parent's right of companionship with the other children.
24. Neither party will make disparaging remarks or criticize the other parent to the children or in the presence of the children, nor allow any third party to do the same, nor shall they speak in a disparaging or derogatory manner regarding any of the minor Childrens' extended family members. Neither parent will act in a manner that undermines the role of the other parent nor ask the minor children to lie to the other parent. Neither parent shall discuss or involve the minor children in court related matters.
25. The defendant shall claim the minor children as dependents for the 2022, 2023 and 2024 tax years. Thereafter, the parties will each claim two of the minor children for tax purposes. When there are three children, the parties shall alternate claiming two of the children for tax purposes. When there are two, each party shall claim one of the children and when there is one, the parties shall alternate claiming the minor child for tax purposes.
26. The minor children are currently covered by Husky Insurance. The parties shall cooperate to maintain the current insurance unless health insurance becomes available at a reasonable cost through either party's employer.
27. The parties shall engage in coparenting counseling.
28. The parties shall continue to be engaged in therapeutic services to support their individual mental health needs throughout this transition.

29. Both parties shall be entitled to complete and full information from any school, daycare, summer camp, physician, consultant, or specialist attending to the child for any reason. Each parent shall be entitled to immediate access to the other parent and/or third party to records and information relating to the children's health and educational needs.
30. Neither party shall cause any doctor, teacher, therapist, dentist, or other third-party provider of services to the minor children to withhold information or records concerning the children from the other party.
31. The parties shall encourage and support liberal and free telephone access, including facetime calls between the children and the other parent. There will be a nightly phone call at 7:00 PM before the children's bedtime routine. These calls will take place via App Close. And last as long as the children desire.
32. Each party will give notice of any change of address, email, or cell phone number as soon as possible once they become aware of such change.
33. Each party is entitled to attend their minor children's extracurricular activities, sporting events, school functions, doctor visits and other similar events and activities of the minor children, regardless of who's parenting time the activities or events occur upon.
34. Neither party shall relocate the primary residence of the minor children outside the state of Connecticut without the written consent of the other party. The parties shall notify the other should either intend to relocate outside the State of Connecticut at least ninety (90) days prior to the intended relocation.
35. The plaintiff shall continue to reside and have exclusive use of the marital residence until such time as it is sold, and she moves out of the residence. During this time, the defendant shall continue to pay the mortgage, property taxes, homeowners' insurance, utilities, and car insurance.

36. The marital home located at 43 Neagle Street in Naugatuck shall be listed for sale on or before July 1, 2024, with a nationally accredited and MLS designated realtor. The parties shall list the home for its fair market value based upon the recommendation of the realtor unless the realtor suggests a different listing price. The asking price will be reduced by three percent every two months until the home is sold but shall not be reduced below one hundred eighty-five thousand dollars (\$185,000.00) without further order of the court. The court shall retain jurisdiction for the sale of the marital home.
37. The parties shall be required to accept any bona fide offer within five percent of the then current listing price. The closing date shall not be later than forty-five (45) days from the date the purchase agreement is signed.
38. The plaintiff shall cooperate with the realtor to take photographs and examine the condition of the home for the listing. The plaintiff shall maintain the house in showable condition.
39. The parties shall evenly divide the net proceeds (the amount remaining after all mortgages, taxes, insurance, customary closing costs and agreed upon repairs necessary for the sale to be paid) from the sale of the marital home. If there is a return of escrow, those funds will be divided equally between the parties.
40. If any improvement or repairs are required to sell the marital home, the parties shall consult with one another for said repairs and mutually agree upon how said repair or improvements shall be paid for. The parties shall each pay fifty (50%) percent of any agreed upon repairs or improvements.
41. Each party shall be responsible for all debts as listed on their financial affidavits (excluding the mortgage which shall continue to be paid by the defendant) and will hold one another harmless therefrom.

42. The defendant shall retain his one hundred percent (100%) interest in his self-employed carpentry business free and clear of any claim by the plaintiff.
43. The parties shall remain as co-fiduciaries of the children's Wells Fargo Accounts ending #7123, #9917, and #7645 for Andrew, Esther, and Abigail respectively.
44. Except as otherwise specified the parties have divided their individual property to their mutual satisfaction. The children's personal property shall remain with the minor children at the plaintiff's residence. Within one month (30 days) of the house being listed for sale, the parties shall divide the remaining household furnishings by agreement.
45. The duties of the Guardian Ad Litem are hereby discharged.
46. Pursuant to the Connecticut Child Support Guidelines, the defendant shall pay three hundred forty dollars (\$340.00) per week to the plaintiff for child support. There is no deviation. The plaintiff shall pay 58% of the unreimbursed medical expenses and the defendant shall pay forty two percent. The defendant shall pay 42% of childcare contribution. These percentages are pursuant to the Connecticut Child support Guidelines. There is no deviation. The child support and the percentages for unreimbursed medical expenses and childcare are calculated based upon the defendant claiming all four of the children as dependents through 2025.

5-21-24 Copies mailed this date to:
Atty. Marissa Lynn vicario
Atty. Patrick Zaiickas
Atty. Artita Tasho (GAL)
Reporter of Judicial
Decisions (emailed)
Lauren Dora
ASSIST. CLERK



The Court, Lawlor, J.