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MAY 21 2024

FBT-FA-23-5052806-S

HANIF WILLIAMS

v.

SHEIKA JOHNSON

**SUPERIOR COURT
BRIDGEPORT**

SUPERIOR COURT

JUDICIAL DISTRICT
OF BRIDGEPORT

MAY 21, 2024

MEMORANDUM OF DECISION

The plaintiff, Hanif Williams, filed a custody application on September 19, 2023, against the defendant, Sheika Johnson. The plaintiff seeks joint legal custody and a parenting responsibility plan, with the defendant having primary residence of the minor child. He seeks visitation every other weekend, with pick up at school on Friday until the return to school on Monday morning, as well as every holiday and rights to the minor child's passport so that he can travel with the child outside of the United States.

On October 30, 2023, the parties filed an agreement relating to a temporary parenting schedule. Entry No. 103.00. The parties agreed that the plaintiff would have parenting time on November 10, 2023, pick up from daycare before 6:00 p.m., until Monday, November 13, 2023, drop off to daycare between 6:00 a.m. and 9:00 a.m. Id. The court (*Nieves, J.*) accepted the agreement on October 20, 2023, and made it a temporary order of the court. Entry No. 103.10.

On November 28, 2023, the parties filed a second temporary agreement. Entry No. 110.00. The parties agreed that, commencing December 1, 2023, the plaintiff would have parenting time on alternating weekends from Friday at 5:00 p.m. to Monday at 9:00 a.m., with pickup and drop off at daycare, or if the minor child does not have daycare, at Walgreens, 4083 Main Street, Bridgeport, Connecticut. Id. The parties also agreed that they would share joint legal custody and they would communicate through email. Id. The plaintiff would have parenting time on December 24, 2023, at 2:00 p.m., through December 25, 2023, at 3:00 p.m. Id. The parties agreed that the plaintiff would pay 47 percent of daycare expenses consistent with the

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Connecticut Child Support and Arrearage Guidelines (guidelines) by paying his share directly to the daycare facility. Id. The parties agreed to mediate with Family Services. The court (*Moses, J.*) approved the temporary agreement and made it an order of the court. Entry No. 111.10.

After a mediation with Family Services, the parties signed a written agreement resolving most of the issues (agreement). Entry No. 115.00; Entry No. 118.00; Pl. Ex. 1. They acknowledged in the agreement that they were deferring the following issues to the court:

- a. The parenting time for the summer break from school. The plaintiff wants the ability to have a maximum of twenty-one days of parenting time during the summer, and the defendant wants a maximum of ten consecutive days, with the minor child.
- b. The handling of the minor child's passport and the plaintiff's ability to travel to Jamaica with the minor child.
- c. The location of the minor child's daycare.
- d. The plaintiff's telephone access to the minor child.
- e. The amount of child support, and the payment of childcare and unreimbursed medical expenses for the minor child.¹

A. Legal Standard

General Statutes § 46b-56 (a) provides in relevant part: "In any controversy before the Superior Court as to the custody or care of minor children, and at any time after the return day of any complaint under section 46b-45, the court may make or modify any proper order regarding

¹ The parties also suggested that the outstanding issues included a request for clarification of what would be a reasonable basis to deny the father's request for additional parenting time, and the location for transitioning the child from parent to parent. It appears that the parties have addressed these issues in the agreement by indicating that the defendant must act reasonably and by identifying the daycare and Walgreens as the exchange location.

the custody, care, education, visitation and support of the children if it has jurisdiction under the provisions of chapter 815p. Subject to the provisions of section 46b-56a, the court may assign parental responsibility for raising the child to the parents jointly, or may award custody to either parent or to a third party, according to its best judgment upon the facts of the case and subject to such conditions and limitations as it deems equitable.” Further, § 46b-56 (b) states, “. . . the rights and responsibilities of both parents shall be considered and the court shall enter orders accordingly that serve the best interests of the child and provide the child with the active and consistent involvement of both parents commensurate with their abilities and interests.” “The controlling principle in a determination respecting custody is that the court shall be guided by the best interests of the child.” (Internal quotation marks omitted.) *D’Amato v. Hart-D’Amato*, 169 Conn. App. 669, 683, 152 A.3d 546 (2016).

When issuing orders, the court shall consider, but shall not be limited to, one or more of the following factors listed in § 46b-56 (c): “(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." The standard of proof in custody matters is the preponderance of the evidence. *Cookson v. Cookson*, 201 Conn. 229, 239-40, 514 A.2d 323 (1986).

The parties appeared without counsel for an evidentiary hearing on February 8, 2024.

After considering the evidence, the court makes the following findings.

B. Findings

The parties are the parents of the minor child, Sahure Demari Williams, born October 26, 2020. Entry No. 108.00. Connecticut is the home state of the minor child, and the minor child has lived in Connecticut since birth. Entry No. 100.33. The plaintiff filed the minor child's birth certificate on November 28, 2023. Entry No. 108.00. Both parties are listed as the parents of the minor child. The parties live separate and apart and the court has jurisdiction over this matter.

At one point, the parties were acting like a family. This changed after the defendant received a call in March 2023 from a woman who asked her if she had a child. The defendant claims that the plaintiff was living a double life with another woman. Their relationship changed after this incident. The defendant refused to let the plaintiff have parenting time with the minor child beginning in July 2023, which prompted the plaintiff to file the custody application on September 19, 2023. The parties' relationship became strained and tense. They began arguing and yelling. On October 17, 2023, the defendant filed an application for relief from abuse. *Johnson v. Williams*, FBT-FA-23-5053007-S. The court (*Nieves, J.*) denied the application after a hearing.

The parties have attempted to resolve their differences. They signed a written agreement that has resolved many of the issues between them. The court finds that the agreement is fair and equitable and in the best interest of the minor child. Entry No. 118.00; Pl. Ex. 1. The court will accept the agreement and make it an order of the court.

The court assessed the credibility of the parties and, except as noted in this decision, the court found them both credible. They care for and want to spend time with the minor child. Neither party testified to any health or medical limitations or issues. The parties have the ability to be actively involved in the life of the minor child, and they have the capacity to understand and meet the needs of the minor child. The plaintiff has not interfered with and encourages the parent-child relationship between the minor child and the defendant. He wants her to have primary physical custody. The defendant is more reluctant to encourage the parent-child relationship without restrictions. She wants a more limited parenting time schedule during the summer, and she does not want the minor child traveling to locations outside of the United States where the plaintiff's family may be living, including Jamaica and St. Thomas. She also wants to

limit the number of telephone or video communications between the plaintiff and the minor child, mostly due to convenience because the child does not have a cell phone and she would have to be at her apartment to set up a video connection through a tablet.

One of the unresolved issues relates to summer parenting time and vacation travel with the minor child. The defendant is in possession of the child's passport. The plaintiff wants access to the passport to travel outside the United States, including travel to Jamaica to visit his mother, the minor child's the paternal grandmother. The defendant seeks an order that the plaintiff provide her at least thirty days' notice for travel, but she would agree to ten days' notice, except that she does not agree to the minor child traveling to Jamaica. She does not get along with the plaintiff's mother and family, and she claims that travel to Jamaica is dangerous due to crime and inadequate hospital care. Def. Ex. B. The defendant claims that there is no reason for the plaintiff to travel to see family because he does not have a "great relationship" with them. In fact, she claims that the plaintiff is estranged from his family. The plaintiff denies this claim. Based on the evidence, the court finds that it would be in the best interest of the minor child for the plaintiff to have parenting time for two non-consecutive weeks during the summer, at his option. He should select the weeks by June 1 of each year. The minor child should not travel outside of the United States until the child is five years of age. The defendant should remain in possession of the minor child's passport.

The plaintiff seeks reasonable telephone access to the minor child, preferably Monday to Friday during the hours of 6:00 p.m. to 8:00 p.m., and Saturday and Sunday when he does not have parenting time during the hours of 11:00 a.m. to 1:00 p.m. The defendant lives in the third floor apartment of a three-story home, and her mother lives in the first-floor apartment. She is often with her mother, and she needs time to bring the minor child to an area where she can set

up the tablet for a video call. She wants a set schedule and advance notice for any calls, and she does not believe that there should be calls every day, particularly the days immediately after the plaintiff's weekend parenting time. The court does not find the defendant's claim that it is difficult for her to arrange for calls persuasive or credible. Her mother lives on the first floor, and it would not require a significant inconvenience for her to go to the third floor so that the minor child can have a call with the plaintiff. It would be in the best interest of the minor child, however, to have a schedule for the calls.

The plaintiff wants to change the daycare provider because the operator of the daycare is a friend of the defendant or her family, and the daycare operator "sides" with the defendant. He claims that money is not an issue, although there have been some issues with timely payment and pickup or drop off the minor child. Def Ex. A. The court does not find the plaintiff's concerns regarding the daycare persuasive. The court will not enter an order that the defendant must enroll the minor child in a different daycare facility. The court finds that it would be in the best interest of the minor child to remain in a familiar location for daycare.

The plaintiff was unemployed at the time of the trial. He is employed by UPS and his employment is seasonal, usually from June to September and October to November. He has medical insurance through UPS. He filed a financial affidavit on December 26, 2023, and February 7, 2024. Entry Nos. 114.00 and 116.00. In his financial affidavit filed on December 26, 2023, the plaintiff reported weekly gross income was \$1400 working forty hours per week, and a weekly net income of \$921. Entry No. 114.00. His weekly expenses not deducted from pay total \$1277, with total liabilities of \$6150 and assets valued at \$12,500. Id. In his financial affidavit filed on February 7, 2024, the plaintiff indicated that he was receiving weekly gross unemployment benefits of \$123, and net weekly benefits of \$107. Entry No. 116.00. His weekly

expenses not deducted from this pay remained the same. Id. His debts did not increase, but he claims that the value of his assets decreased slightly to \$12,200. Id.

The defendant filed a financial affidavit on November 28, 2023. Entry No. 113.00. Her financial affidavit is a little confusing. On one line, she reports a weekly gross income of \$737.50, and on another line, she reports a weekly gross income of \$565.75, working thirty-five hours per week for a law firm. Id. She reports a weekly net income of \$368, but at the end of the affidavit, she reports net weekly income of \$737.50. Id. In the Worksheet for the Connecticut Child Support and Arrearage Guidelines, the weekly gross income used for her was \$980, with a weekly net income of \$838. Entry No. 112.00. She testified at the hearing that her weekly gross income is \$980.² The weekly gross income used for the plaintiff in the guidelines was \$1440 (slightly higher than the amount disclosed on his financial affidavit filed on December 26, 2023), with a weekly net income of \$1083. Id. He testified that this was an accurate amount, but at the time of the hearing, he was not working for UPS due to the seasonal nature of his employment. He was looking for another job so that he could work full time.

The court finds that the plaintiff's weekly gross income and earning capacity is \$1440 (with weekly net income of \$1083) and the defendant's weekly gross income is \$980 (with weekly net income of \$838). The plaintiff will be working full-time with UPS again starting in June to September. Based on the above, the court finds that the presumptive amount of weekly child support for the plaintiff is \$176, and the percentage amounts that each parent should pay for unreimbursed medical expenses and work-related childcare costs are 47 percent for the plaintiff and 53 percent for the defendant. Entry No. 112.00.

² The defendant reported weekly expenses of \$679.50, liabilities \$51,500, and assets with a value of \$1358. Id. She has Husky Health Insurance for herself and the minor child. Id

The court has considered the evidence and the relevant statutory factors, and it finds that the following orders are fair and equitable under the circumstances and in the best interest of the minor child.

C. Orders

1. The agreement is approved and made a final order and judgment of the court, including the following orders:

- a. Legal Custody. The parents will hold joint legal custody of their minor child.
- b. Primary Physical Custody. The mother will hold primary physical custody of the minor child.
- c. Plaintiff's Parenting Time. The plaintiff will have parenting time every other weekend from Friday at 5:00 p.m. through Monday at 9:00 a.m. The plaintiff shall have additional parenting time with the minor child, including, but not limited to, weekday parenting time or extended weekend access (such as, but not limited to: Wednesday through Monday, Thursday through Monday, Friday through Tuesday) as determined by the mutual agreement of the parties. The plaintiff shall communicate his request for additional parenting time to the defendant in advance, and the defendant shall not unreasonably deny³ the plaintiff's request for additional parenting time. If a holiday or school break occurs on a Thursday before the plaintiff's weekend, or

³ The issue whether the defendant has unreasonably denied the plaintiff's request for additional parenting time is a question of fact, and it depends on the facts and circumstances. The defendant must have a legitimate basis to deny the request, and her basis for denying the request must not be a pretext to simply deny the plaintiff additional parenting time.

Tuesday after the plaintiff's weekend, the plaintiff shall have additional parenting time. The plaintiff shall notify the defendant of his intent to exercise this parenting time in advance.

- d. Holiday Parenting Time. The parties shall share parenting time for the following holidays: Easter, Memorial Day, Labor Day, Independence Day, the minor child's birthday (October 26th), Halloween, Thanksgiving, Christmas, and New Year's. The holiday parenting schedule shall remain open and flexible to be determined by the mutual agreement of the parties, and it is expected that each parent will spend half of the day with the minor child. If the parties are unable to agree to an exchange time for a particular holiday, they shall exchange the minor child at 2:00 p.m. The parties acknowledge that the holiday parenting schedule will supersede the regular parenting schedule.
- e. Birthdays, Father's Day, and Mother's Day Parenting Time. The plaintiff shall have parenting time for his birthday (September 7th) and Father's Day in every year, and the defendant shall have parenting time for her birthday (August 13th) and Mother's Day in every year. The parties acknowledge that this parenting schedule shall supersede the regular parenting schedule.
- f. School Breaks Parenting Time. The parenting schedule for school breaks that occur during the academic year will be determined by the mutual agreement of the parties. If the parties are unable to reach a mutual agreement for a particular school break, the regular parenting schedule shall be followed.

- g. Location for Exchange of Minor Child. The minor child's daycare, school, or camp shall be used to exchange the minor child for parenting time. The plaintiff must timely bring the minor child to daycare or school. If the daycare, school, or camp is closed, the parties shall meet at Walgreens, 4082 Main Street, Bridgeport, Connecticut, to exchange the minor child. The parties may change the location by the mutual agreement of the parties.
- h. Right of First Refusal. If a party becomes unavailable during his or her parenting time, that party shall first offer this time with the minor child to the other parent before utilizing third party to care for the minor child.
- i. Communication. The parties shall communicate through e-mail regarding matters pertaining to their minor child.
- j. Taxes. The parties shall alternate claiming the minor child for tax purposes on an annual basis, beginning with the defendant claiming the minor child for the 2023 tax year.

2. Telephone Calls/Videoconferencing. When the plaintiff does not have in-person parenting time, he shall have reasonable and flexible access to the minor child every other day by telephone or videoconferencing, including the use of FaceTime or other comparable virtual application, commencing the day after the end of his in-person parenting time. The parties shall agree on a mutually convenient time for the calls. If they cannot agree, the calls shall occur at 7:00 p.m. As the child gets older and may have direct access to a telephone or cell phone, the plaintiff should have reasonable and flexible access to the minor child each day that he is not exercising parenting time through telephone and/or video calls.

3. Co-Parenting. The parents shall not make demeaning or denigrating comments

about the other parent to the minor child or within the minor child's hearing. At all times concerning matters affecting the minor child, the parties shall communicate with each other in a civil manner, devoid of anger or hostility. Neither parent shall do anything to harm the minor child's relationship with the other parent, and each parent shall make every effort to ensure that the minor child is able to enjoy a loving and positive relationship with the other parent. Both parties shall encourage the minor child to continue developing a relationship with the other party, and they shall not do anything to influence the minor child, so that she does not want to have parenting time with the other parent.

4. Summer Parenting Time. The parties shall follow the normal parenting time during the summer except that the plaintiff may have two non-consecutive weeks with the minor child. He shall select the two non-consecutive weeks by June 1 of each year. The week-long parenting time shall commence on Friday at 5:00 p.m. and end on the second Monday following the commencement of the parenting time at 9:00 a.m. The parties shall not be allowed to travel with the minor child outside of the United States until the minor child's fifth birthday on October 26, 2025. For any travel outside of Connecticut for more than forty-eight hours, the parties shall provide each other with full itineraries for the travel within fourteen days of making the plans, but in no event less than seven days before the travel. The itinerary shall include dates of departure and return, hotel addresses, and flight numbers, cruise names, or other transportation identifiers. The parties shall have reasonable access to the children while they are traveling with the other parent, including phone calls or FaceTime calls, during reasonable hours of the day or evening. The defendant shall hold the passports for the children. For foreign travel after the minor child reaches the age of five, the parents will use their discretion, but they shall not travel to a location that the United States Department of State considers unsafe without further order of

the court.

5. Child Support, Unreimbursed Medical Expenses, and Childcare Contributions.

The plaintiff shall pay weekly child support to the defendant in the amount of \$176, and he shall be obligated to pay 47 percent of unreimbursed medical expenses and work-related childcare costs for the minor child. The plaintiff shall pay child support directly to the defendant. If a party's employment status changes, including the plaintiff becoming unemployed or obtaining new employment, the parties may seek to modify child support according to Connecticut law. Currently, due to the plaintiff's employment status as a seasonal employee, the court orders that the plaintiff's obligation to pay child support is secured by a contingent wage withholding order.⁴ The plaintiff shall timely pay his share of the work-related childcare costs directly to the daycare provider.

6. Health Insurance. Unless otherwise agreed in writing by the parties, the plaintiff shall obtain and maintain medical and dental insurance for the minor child if it is available to him through employment at a reasonable cost not to exceed 7.5 percent of net income, or 5 percent of net income for low-income parents (as defined and calculated by the Connecticut Child Support and Arrearage Guidelines). If insurance is not available to the plaintiff at a reasonable cost through employment, the parties shall cooperate in enrolling or maintaining the minor child in the HUSKY Insurance Program.

7. Co-Parenting Education. If not already completed, both parties shall complete the parenting education program, pursuant to General Statutes § 46b-69b, within three months after

⁴ If the plaintiff fails to pay child support and is in arrears for more than thirty days, the defendant may request an immediate income withholding order for child support to be paid directly to her by the plaintiff's employer.

the date of this decision, and both parties shall file a certification with the court demonstrating their completion of the program.

8. Financial Affidavits. The financial affidavits are unsealed.

So Ordered,


O'NEILL, J.