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SUPERIOR COURT  
STAMFORD-NORWALK SUPERIOR COURT  
JUDICIAL DISTRICT

DARLINE BELLAMOUR-LAROSE

2024 MAY -9 P 4: 06

J.D. OF STAMFORD/NORWALK

v.

AT STAMFORD

OBOAM LAROSE

May 9, 2024

MEMORANDUM OF DECISION

The plaintiff Darline Bellamour-Larose commenced this dissolution action by summons and complaint filed March 24, 2022. The defendant Oboam Larose timely appeared and filed a cross-complaint seeking an annulment, #114.00. The plaintiff's answer to that cross-complaint was filed August 16, 2022, denying any grounds for an annulment, #116.00. Trial in this matter was conducted on January 10, 2024. The plaintiff was self-represented and participated with the assistance of certified Haitian-Creole interpreter; the defendant was represented by competent counsel. At the conclusion of the evidence, this court reserved decision. The court's factual findings and its dissolution orders are articulated below.

I.

FACTUAL BACKGROUND AND JURISDICTION

In making all factual findings and in issuing the decision and orders below, the court has reviewed the trial record and the contents of the court file. The court has also considered the criteria set forth in General Statutes §§ 46b-56, 46b-56a, 46b-56c, 46b-62, 46b-81, 46b-82, 46b-84, and 46b-215a, including the child support guidelines issued thereunder, and §46b-215b, as well as the applicable case law, the demeanor and credibility of the parties and the witnesses, the exhibits admitted into evidence, those filings and things judicially noticed, and the parties' proposed orders. The court has also taken judicial notice of the COVID-19 public health state of emergency to the extent it has impacted certain of the findings and orders set forth herein.

A. Jurisdiction.

The court has jurisdiction of this matter and all statutory stays have expired or been waived. The parties resided in the State of Connecticut for a continuous period of at least twelve months prior to the filing of this dissolution of marriage action.

B. The marriage.

The parties were married on July 31, 2018, in Long Island, New York.

C. The minor child.

There was one child born issue of the marriage, namely Josiah D. Bellamour, born July 17, 2020. Although paternity was disputed, this court has reviewed the results of the defendant's genetic paternity test, #123.00. The testing results confirm the defendant's parentage to a statistical probability of 99.99999997%, with a combined paternity index of 33,382,161,701.

On that basis, this court finds that the defendant Oboam Larose is the biological father of the minor child. There are no conflicting orders from any other jurisdiction. Connecticut is the home state of the child, as Josiah has resided here for a continuous period of at least six months. No restraining orders, either civil or criminal, preclude the issuance of the custody orders below.

The plaintiff describes Josiah as verbal but shy. She testified credibly that she has provided for Josiah's needs without significant contribution from the defendant, and that she is Josiah's primary caregiver. She further testified that Josiah is in good health and that his development is age appropriate. But she concedes that professionals at the child's daycare center have raised concerns about potty-training accidents that preclude his advancement to the center's "threes" program.<sup>1</sup>

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<sup>1</sup> The plaintiff explained that Josiah exhibits no such difficulty at home. She claims that Josiah is reacting badly to raised voices by teachers due to his sensitivity at hearing the parties' arguments

At present, Josiah has no relationship with this father, whom he has never seen.

D. Educational support order.

Although the plaintiff's complaint sought an order regarding Josiah's post-majority educational support, the defendant's cross-complaint did not. At trial, neither party adduced any evidence concerning the question of whether they would have made provision for the expenses of college tuition or private occupational school for the minor child had the parties remained an intact family. Accordingly, the court shall does not retain jurisdiction to issue and enforce an educational support order pursuant to General Statutes 46b-56c.

E. Parenting education.

The defendant has certified his successful completion of the parenting education program pursuant to General Statutes § 46b-69b, #155.00. The plaintiff had yet to certify completion of that statutory requirement.

F. State assistance.

State assistance is not implicated, as neither party nor their minor child has ever received cash assistance from the State of Connecticut or any subdivision thereof, except for Husky health insurance. Pursuant to the standing orders of the Office of the Attorney General, the court makes appropriate health insurance orders below.

G. The breakdown of the marriage.

The marriage of the parties has broken down irretrievably with no reasonable possibility of reconciliation.

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while in the womb. The court finds no corroborative evidence of any such trauma and does not credit the plaintiff's speculations on that issue.

#### H. The parties.

*The plaintiff.* The plaintiff was born in 1980 in Haiti. At the time of trial, she was 43 years of age. At trial she appeared in relatively good health; although she testified that she was being medicated for diabetes and anemia she indicated that her conditions were being well regulated and did not affect her day-to-day activities. She is a high school graduate and is currently working toward her nursing certificate. She completed English-as-a-second-language coursework in 2023. Since February 2020 she has enjoyed permanent resident status, known as Green-Card status, in the United States.

Since the breakdown of the marriage in June 2020, the plaintiff has resided in an apartment in Norwalk, Connecticut with the parties' minor child and her college-aged son from another relationship. Since 2021 she has been employed at retailer Home Depot, where she works as a head cashier. There she earns approximately \$748 in gross weekly income; her net weekly income after mandatory deductions is approximately \$607 – which is less than her weekly expenses, which total approximately \$655. She has no substantial savings or assets, and credit card debt of approximately \$3,000.

*The defendant.* At the time of trial, the defendant had been employed for three months at a busing company in New York. There, he earned weekly gross income (including overtime and dividends) of \$1,429. His net weekly income is \$985, and he identifies total weekly expenses of \$672. His debt obligations total \$14,420, including credit cards, tax debt, medical debt, and student loans. He has no other substantial assets or savings.

In addition to Josiah, the defendant has twin daughters from a prior relationship. He enjoys parenting time, including overnights, with his girls and is under a current obligation to pay \$114 weekly in child support for their care, although his obligation as stated in a restraining

notice issued by Nassau County identifies his obligation as \$114 weekly, and identifies an arrearage of \$1,047 as of July 17, 2023.

I. The parties' marriage and breakdown.

The parties began dating in 2016 and married two years later, in 2018. In 2019, the defendant, who was then a driver for the Uber ride-sharing service, switched his workhours to nighttime shifts. The plaintiff suspects this was done to facilitate an extramarital affair. From 2019 onward, arguments between the parties became more frequent as the plaintiff voiced her suspicions. The plaintiff testified that the defendant eventually became physically violent with her, and that during one such incident he credibly threatened to kill her. She testified that she did not seek police intervention because she lacked immigration status and feared that the involvement of police might have immigration consequences. She claimed that the defendant played into that fear, telling her that because she was not a citizen, she would not be believed. She also testified that in addition to hurting her, the defendant boasted that he had the means to and would harm the plaintiff's family in Haiti. In all, the plaintiff cites at least six incidents of domestic violence, including an incident in which the defendant allegedly kicked her in the stomach while she was pregnant with Josiah.

The plaintiff testified that she fled the marital home on June 26, 2020. And, although she had never previously involved police, she did on that occasion. The contemporaneous police report, which was admitted at trial, indicates that when police arrived the defendant was not present. At that time, the plaintiff reported only that a verbal argument occurred and she exhibited no injuries.

The defendant denies that any domestic violence occurred. In his view, the plaintiff called the police in June 2020 merely to further her fabricated claims of violence and to conceal the true

motive for her departure, that she had perpetrated a Green-Card fraud on the plaintiff and was exiting the sham marriage after having obtained lawful permanent resident status.

The defendant testified that he first became suspicious of the plaintiff's intentions only in late-2019, when, in the process of supporting her Green Card application, he learned from immigration officials that eight years before the plaintiff had visited the United States on a visa. In connection with the application for that visa, she identified herself as married to another man, Marc Elie Cherry.

At the instant trial, the plaintiff did not dispute that she had made that representation to immigration authorities but denies that any such marriage ever actually occurred. She claimed that she made the misstatement only to further her visa application, and that she had been instructed to do so by Mr. Cherry's brother, who assisted her in filling out the form. Although she concedes that the marriage to Cherry was falsified, she denied any fraudulent intent in her marriage to the defendant. She characterizes the marriage as a genuine love match that bore a child.

Despite the plaintiff's protestations, the defendant believes that he was duped, and that the plaintiff's marriage to Cherry was the genuine union. The credible evidence is that in or about August 2020, after the plaintiff had left the marital home and after she had obtained legal status, the defendant continued his correspondence with immigration officials. He expressly disavowed his support for her Green Card, claiming she had acted with fraudulent intent. In doing that, he plainly aimed to have her immigration status revoked.

Having considered the parties' claims, this court finds that the defendant's conduct caused the breakdown of the marriage. As a threshold matter, this court finds that because the marriage was consummated and a child was born, the marriage was a lawful union. Regardless of whether

the plaintiff committed infidelity or whether the plaintiff entered the marriage under false pretenses, this court finds credible her claims that she fled the marital home, despite a lack of any financial stability, from a credible fear of domestic violence.

The plaintiff's claims of violence were supported by photographic evidence of her injuries, including photographs of bodily scratches, bruising, and images of her denuded scalp after the defendant allegedly ripped hair from her head. The court acknowledges some concern about the plaintiff's proof. The photographs are undated. Moreover, the scratches and bruising appear old and faint. As to the scalp injuries, the plaintiff's head does not appear to be bloody or show other signs of trauma that might be reasonably expected from such an attack. Nonetheless, the court finds that the plaintiff's testimony concerning violence is credible. And this court declines to speculate as to the severity of such violence, as domestic violence is a sufficient ground to end a marriage, regardless of the degree of bodily injury.

#### DECISION AND ORDERS.

##### A. Dissolution.

Although the defendant filed a cross-complaint seeking annulment, #114.00, he did not seek an annulment at trial. Indeed, his proposed orders, #162.00, seek a dissolution of marriage. This court finds that any claim for annulment is waived. Even were that not so, an annulment would be inappropriate under the present circumstances.

As our Supreme Court has held, to justify an annulment on the basis of fraud, as the defendant does here, the purported fraud must go to the sexual obligations of the marriage, that is, the ability or willingness to have sexual relations and the ability to bear children. *Fattibene v. Fattibene*, 183 Conn. 433, 439-40, 441 A.2 3 (1981). Because there is no dispute that a child was born issue of this marriage, there is no basis under Connecticut law to annul this marriage on the

grounds of fraud. Although fraud is also a ground for divorce, the court has (for the reasons discussed above) determined that the parties' marriage ended because of violence.

Accordingly, the marriage of the parties is dissolved on the grounds of irretrievable breakdown. The parties are declared to be single and unmarried.

#### B. Alimony.

The court has considered the statutory factors set forth in General Statutes § 46b-82. Having considered the requisite statutory criteria, this court finds no basis to award alimony to the defendant.

The court finds that the causes for the breakdown of the marriage, which include physical violence, support a finding of alimony in this case, as do the plaintiff's significant expenses and her limited hourly-wage employment. At present, however, the court finds that defendant's circumstances, which include an arrearage on the payment of child support to his two daughters, are insufficient to support a spousal support obligation. Accordingly, this court orders that the defendant shall pay to the plaintiff the sum of \$1 per year in modifiable alimony subject to the provisions of General Statutes § 46b-86(b). Such sum shall be payable directly to the plaintiff not later than June 1 each year until the death of either party or the remarriage of the wife, or the entry into a civil union by the wife, or May 2, 2034, whichever shall sooner occur.

#### C. Custody and parenting.

*Abuse allegations.* Notwithstanding the incidents of domestic violence during the marriage, the plaintiff acknowledges that the defendant is a good father to his other children. Further, she stated that she did not believe that the defendant posed any risk of physical harm to Josiah. Finally, she testified that she does not intend to preclude the defendant from Josiah's life. She nonetheless feels that in the absence of an established parental bond between Josiah and his



father, the defendant should not have visitation access to the child and that she should exercise sole custody. This court disagrees.

Based on the credible evidence, and due consideration of the relevant statutory factors set forth in General Statutes § 46b-56(c), the court finds that it is in Josiah's best interests to have the active involvement of both parents in his life. This court concurs with the plaintiff that, notwithstanding violence in the marriage, the defendant does not pose an immediate and present risk of physical danger or psychological harm to the child. It is in Josiah's best interests to develop a relationship with his father and his half-siblings. Accordingly, the court enters the following custodial orders.

*Legal custody.* The parties shall have joint legal custody of the minor child Josiah Bellamour, born July 17, 2020. The parties shall consult and confer with each other on major decisions involving the child's health, education, and religious training. In exercising joint legal custody, the parents shall consider the reasonable recommendations of the child's teachers, pediatrician, dentist, and other health professionals regarding health and safety issues. And each parent shall be entitled to complete and full access to the academic, medical, hospital, or other health records of the minor child. In the event of any dispute as to such matters, however, the plaintiff shall exercise final decision-making authority.

*Physical custody.* The plaintiff shall exercise physical custody of the minor child.

*Visitation.* The defendant's parenting time shall be as follows:

- 1) *Alternating Saturdays.* Commencing May 18, 2024, the defendant shall have daytime parenting time on alternating Saturdays from 2 p.m. until 7 p.m. The defendant's parenting time shall be unsupervised and is to be conducted at the following public locations within Stamford: the Stamford Public Library, Stamford Parks, or the Stamford Chelsea Piers. If after a record of successful visits, then, commencing on October 5, 2024, the defendant's Saturday parenting time may occur at his residence. The defendant shall be responsible for timely pickups and drop-offs at the plaintiff's home.
- 2) *Telephonic access.* In addition to in-person parenting time, the defendant shall have reasonable access to the minor child by telephone or videoconference. Specifically, the defendant shall have scheduled videoconference calls with the minor child on Tuesdays and Thursday evenings between 7 p.m. and 7:30 p.m. That schedule is intended to provide a range in which such communication may be reasonably expected. The actual duration of those communications is subject to the infant child's reasonable attention span and other age-related and reasonable scheduling factors.
- 3) *Anticipated expansion of visitation.* Although these orders shall enter as final orders, all custodial orders are subject to modification in the event of substantially changed circumstances, where such modification is in the best interests of the minor child. This court expects that a successful track record of visitation and the further development of the defendant's parental bond with the minor child shall constitute circumstances supporting a further expansion of the defendant's parenting responsibilities and access.

*Communications.* The parents shall communicate regarding all non-emergency matters in writing via email or text-message. Each of the parents agrees to keep the other informed of the minor child's general whereabouts while with the other parent, including providing an emergency contact telephone number.

*Non-disparagement.* Each party shall refrain from using disparaging, offensive, hurtful, or disrespectful language to the other party or with respect to the child.

*Travel.* Neither parent may travel outside the United States with the minor child without the express written consent of the other.

D. Child support.

*The guidelines.* The court has reviewed the defendant's child support guidelines worksheet, #165.00. The court finds that the calculations set forth therein are accurate. Accordingly, the defendant's presumptive current support is calculated to be \$181 weekly, and his percentage contribution for unreimbursed medical and dental expenses is 51 percent.

*Current support obligation.* To his credit, the defendant asks that this court impose upon him a child support obligation consistent with the guidelines. Accordingly, this court orders that commencing May 17, 2024, and each week thereafter, the defendant shall pay \$181 in current support. Further, he shall be responsible for 51 percent of all qualifying medical and dental expenses not reimbursed by insurance, and the same percentage for qualifying work-related childcare.

*Retroactivity.* The court declines to exercise its discretion to make the defendant's child support obligation retroactive.

*Wage withholding.* Income withholding shall be immediate. The defendant shall be responsible for timely paying his weekly child support obligation directly to the plaintiff until

such time as the immediate income withholding is effective. The defendant shall be responsible for coordinating the clerk of court to obtain and file the necessary documentation to effect the immediate wage withholding order, including the JD-FM-001 form.

E. The children's health insurance.

The minor child shall continue to be covered by HUSKY insurance, so long as neither parent has health insurance available to them at a reasonable cost (defined as not more than 7.5% of net weekly income). If the child is put on a private health insurance plan of one of the parents, out of pocket expenses shall be shared in accordance with the percentages outlined in the child support guidelines adopted herein.

Pursuant to the requirements of General Statutes 46b-84(e), the parties are advised as follows: (1) the signature of the custodial parent or custodian of the insured dependent shall constitute a valid authorization to the insurer for purposes of processing an insurance reimbursement payment to the provider of the medical services, to the custodial parent or to the custodian, (2) neither parent shall prevent or interfere with the timely processing of any insurance reimbursement claim and (3) if the parent receiving an insurance reimbursement payment is not the parent or custodian who is paying the bill for the services of the medical provider, the parent receiving such insurance reimbursement payment shall promptly pay to the parent or custodian paying such bill any insurance reimbursement for such services. For purposes of subdivision (1), the custodial parent or custodian is responsible for providing the insurer with a certified copy of the order of dissolution or other order requiring maintenance of insurance for a child provided if such custodial parent or custodian fails to provide the insurer with a copy of such order, the Commissioner of Social Services may provide the insurer with a copy of such order. Such insurer may thereafter rely on such order and is not responsible for inquiring as to the

legal sufficiency of the order. The custodial parent or custodian shall be responsible for providing the insurer with a certified copy of any order which materially alters the provision of the original order with respect to the maintenance of insurance for a child. If presented with an insurance reimbursement claim signed by the custodial parent or custodian, such insurer shall reimburse the provider of the medical services, if payment is to be made to such provider under the policy or shall otherwise reimburse the custodial parent or custodian.

F. Child tax credits.

The plaintiff-mother shall claim the benefit of any child-dependent tax credit on her taxes.

G. Educational support order.

Given the absence of trial evidence concerning the parties' intentions for their minor child's post-secondary education expenses, this court will not retain jurisdiction to issue such order under General Statutes 46b-56c.

H. The parties' medical insurance.

The parties shall each be responsible for their own medical insurance needs and pay their own medical costs.

I. The division of assets and liabilities.

General Statutes § 46b-81 confers broad powers upon the court in the assignment of property, and the allocation of liabilities and debts is a part of the court's broad authority in the assignment of property. *Roos v. Roos*, 84 Conn. App. 415, 420, 853 A.2d 642, *cert. denied*, 271 Conn. 936, 861 A.2d 510 (2004). In arriving at an equitable division of the marital estate, including the parties' assets and liabilities, the court has also considered each of the relevant factors set forth in § 46b-81.

1) Assets.

*Bank accounts.* The parties have only separately held bank accounts. Each party shall keep his/her bank accounts, as listed in their respective financial affidavits, free and clear of any claim by the other.

*Vehicles.* The parties shall retain their respective vehicles, as listed in their financial affidavits, free and clear from any claim by the other.

*Personal property.* The plaintiff testified that she left all furnishings and property at the marital residence when she departed in June 2020. She valued the property at \$10,000, and she seeks a property settlement order. For his part, the plaintiff claims that he purchased most household goods and paid expenses without significant contribution from the plaintiff, who instead used her employment earnings to fund her older son's education in Haiti.

The court credits the plaintiff's testimony that she did contribute to the household furnishings and other things that constitute marital property. Accordingly, she is entitled to an equitable share of the value of those assets, minus reasonable depreciation. Because the court finds that such assets were jointly shared, and because the court further finds that the defendant did contribute more, the court orders that the defendant pay to the plaintiff a property settlement of \$3,000.

That payment shall be made by the defendant directly to the plaintiff in lump sum not later than December 2, 2024.

2) Debts.

*Sole debts.* The parties have only separately held debts. The parties shall be individually responsible for all liabilities identified as sole debts in their respective financial affidavits.

J. Counsel fees.

Each party will be solely responsible for their own legal fees.

K. Unsealing.

The clerk of court shall unseal the parties' respective financial affidavits.

L. Restoration of the defendant's birthname.

The defendant's birthname is hereby restored to Darline Bellamour.

M. Appeal.

Pursuant to practice book § 63-1, any appeal must be filed within 20 days of the date notice of the judgment is given. The custody/parenting orders shall not be stayed and shall remain in effect if an appeal is taken pursuant to Connecticut Practice Book § 61-1(b). *Yontef v. Yontef*, 185 Conn. 275, 293-94, 440 A.2d 899 (1982).

So Ordered.

VIZCARRONDO, J. (443525)

DECISION ENTERED IN  
ACCORDANCE WITH THE  
FORENOTION 5/19/24.  
JDND SENT 5/19/24  
WRITING ALL SELF-REPRESENTED  
Ryu Hwang DCC