

DBD-FA-23-6045887-S

ROBYN SHAHAR

V.

SHMUEL SHAHAR

OFFICE OF THE CLERK  
SUPERIOR COURT GA 3 : SUPERIOR COURT  
: JUDICIAL DISTRICT  
2024 MAY 17 P 12:47 : OF DANBURY

JUDICIAL DISTRICT  
DANBURY : AT DANBURY  
STATE OF CONNECTICUT

: MAY 17, 2024

**MEMORANDUM OF DECISION**

Before the court is the dissolution of marriage action filed by the plaintiff, Robyn Shahar, on April 11, 2023, claiming that the marriage has broken down irretrievably. The complaint bears a return date of April 18, 2023. The defendant, Shmuel Shahar, was served with the dissolution complaint on April 10, 2023. Also, before the court are the plaintiff's Motion for Order Re: Children's Therapy, Pendente Lite (#133), the plaintiff's Motion for Order Re: Bar Mitzvah, Pendente Lite (#134) the plaintiff's Motion for Modification, Pendente Lite (#135), the plaintiff's Motion for Order Re: Attorney's Fees, Pendente Lite (#142), the plaintiff's Motion for Order Re: Car, Pendente Lite (#143), the defendant's Motion to Modify Temporary Parenting Plan, Pendente Lite (#147), the defendant's Motion for Contempt and Order, Pendente Lite (#163) and the plaintiff's Motion for Contempt, Pendente Lite (#166). The court heard evidence on March 18, 19 and 20, 2024.

Upon careful consideration of the evidence presented and the pertinent statutory law, in particular, General Statutes §§ 46b-40, 46b-56, 46b-56c, 46b-63, 46b-81, 46b-82, 46b-84, and the relevant case law, and having observed the demeanor and assessed the credibility of the witnesses

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at trial, the court makes the following findings. All court findings are made by the preponderance of the evidence standard unless stated otherwise.

## FACTS

The court finds the following. The plaintiff and the defendant resided in Connecticut for at least twelve months prior to filing the dissolution complaint and this court has jurisdiction over this matter. The plaintiff and the defendant married on June 28, 1995, at Herzliya, Israel. The marriage has broken down irretrievably with no hope of reconciliation. The plaintiff and the defendant are not receiving HUSKY insurance from the State of Connecticut nor any financial support from the state or a municipality of the State of Connecticut. The plaintiff's birth name is Robyn Klein. The plaintiff is not pregnant. There are three children born of this marriage, Eden S. born on January 29, 2005, age nineteen, Noam S., born on January 21, 2009, age fifteen and Dolev S. born on April 28, 2011, age thirteen. If the plaintiff and defendant would have remained together, they would have provided support for the children's post high school education. As of February 15, 2024, the plaintiff completed the court ordered parenting education classes. As of March 20, 2024, the defendant did not complete the court ordered parenting education classes. Thereafter, on April 10, 2024, the defendant filed with the court proof of successful completion of the court ordered parenting education classes.

The parties met at age nineteen when the plaintiff travelled from New York to Israel. The parties remained married for close to twenty-nine years. During the marriage the defendant was the primary financial provider for the family. Early in the marriage, the plaintiff maintained part-time employment teaching English and in retail sales. The parties three children were born in Israel. Once the children were born, the plaintiff primarily maintained the household and cared for

the children including monitoring their education, religion, and keeping the children medically up to date. It was the plaintiff's responsibility to care for the children even when she was feeling ill.

In 2011, while living in Israel, the plaintiff and the defendant created a business called Seed Startup House, L.L.C. The defendant managed and worked full-time with this company while the plaintiff contributed to the business, when needed, by advertising, providing billing, accounting, and talking to clients. The family benefited from the business' profits; the plaintiff did not receive a paycheck from the company. In 2014, the family moved to New York to expand the business, and to give the children a different experience. The Seed Startup House business stopped making a profit when a client left between 2022 and 2023.

While in New York, the family resided in the plaintiff's mother's home for the first year, then rented housing separate from the plaintiff's mother's home for two years. The defendant obtained employment in Connecticut. In 2017, when the commute became difficult, the parties found that housing was more affordable in Connecticut than in New York, and they moved to 35 Spire View Road, Ridgefield, Connecticut. The parties used \$60,000 gift from the defendant's father to pay down the mortgage on the property. The house now needs updates such as roofing, air-conditioning, and bathroom repair. The court finds that as of December 11, 2023, the house is valued at \$620,000, encumbered with a mortgage in the amount of \$187,135, leaving equity in the amount of \$432,865.

During the marriage, the defendant controlled the plaintiff's movements by tracking where the plaintiff went and controlling her finances. The defendant did not allow the plaintiff to socialize with others outside his presence. The defendant controlled the plaintiff's car keys, cell phone and laptop. The defendant would control the amount of water that the plaintiff used while she washed

dishes by turning the water down to a trickle. The court found the plaintiff's testimony concerning feeling controlled by the defendant credible.

The plaintiff felt she had no privacy to talk with her family or an attorney even when the defendant was not present because she believed he recorded her without her knowledge and because he would know details of her conversations. The defendant admitted to recording the plaintiff without her knowledge twice. He revealed that he was aware details of her phone conversations with her friend and family. The defendant believed that the plaintiff was having an affair. The court does not find credible evidence of an affair.

The plaintiff testified that if the plaintiff did anything that the defendant did not agree with, the plaintiff was required to sign a document acknowledging the perceived shortcoming and state the consequences if she repeated the action. An example of this is that the plaintiff spoke on the phone while her son studied at the library. The defendant considered this neglectful, and the plaintiff signed a document stating that she would not do this again, and if she did, that the defendant would divorce her and take full custody of the children. On some occasions, the plaintiff was not allowed to physically pass the defendant without him mocking her and blocking her with a body slam. The court finds the plaintiff's testimony credible.

On March 30, 2023, the plaintiff filed for a temporary restraining order and was granted temporary relief with an order that the defendant was to surrender all firearms and not to assault threaten, abuse, harass, follow, interfere with, or stalk the plaintiff. On April 28, 2023, the plaintiff and defendant agreed to dismiss this temporary restraining order.

The plaintiff, age fifty-three, was born in Brooklyn, New York. The plaintiff earned a high school diploma in 1988. The plaintiff does not have a college degree. The plaintiff suffered from

agoraphobia, which prevented her from joining the family for vacations in recent years. The plaintiff sought help from a support group in Danbury and a therapist until her funds expired. She is not currently affected by agoraphobia.

The plaintiff does not have any health issues that affect her ability to maintain employment. Since the pendency of this action, the plaintiff obtained part-time employment that provides minimum wage income, and she was also hired by another employer resulting in full-time employment. Effective January 1, 2024, the minimum wage in Connecticut is fifteen dollars and sixty-nine cents an hour. The court finds that the plaintiff has the ability to earn at least minimum wages at full-time employment and earn \$627.60 gross per week, \$561 net.

During the pendency of this action, the plaintiff borrowed money from her mother, received money from a tax return and the parties reached an agreement where the defendant would continue to provide financial support. The plaintiff also used credit cards to support herself and the children. There is an increase in the credit card debt amounts during the pendency of this case. Once the plaintiff realized the amount of the charges, she stopped allowing the children to use of the credit cards as they had previously. The defendant claims that the amount spent with the credit cards is a violation of the automatic orders. The court does not find, by clear and convincing evidence, that the plaintiff willfully violated the automatic orders.

On July 24, 2023, the court accepted the parties' stipulation (#118) and entered pendente lite orders for maintenance. The order states that "the Defendant shall continue to pay, from the marital estate, the following usual and customary expenses related to the marital residence located at 35 Spire View Road, Ridgefield, Connecticut: (a) mortgage (b) property taxes and assessments, (c) homeowners' insurance, (d) electricity, (e) heating fuel, (f) water and sewer, (g) trash collection, and (h) phone, television and internet." This is a clear and unambiguous court order.

On February 13, 2024, the defendant contacted the plaintiff to communicate about difficulties to pay the mortgage that month and that the only available cash from the family assets was the cash in the plaintiff's account. The defendant also mentioned the possibility of foreclosure. In the same month, the defendant traveled to Florida with two of his children at an expense of \$4207 for flight, hotel, and a rental car, which did not include expenses for entertainment and restaurants. The expense was put on a credit card. The plaintiff paid the mortgage for February and the following month. The defendant did not reimburse the plaintiff for the mortgage payments. The court finds the mortgage payment with property tax and insurance is a cost of \$2682 per month as reflected in the defendant's financial affidavit. The court finds, by clear and convincing evidence that the defendant took steps to avoid complying with the order to pay the mortgage and that he willfully violated the order. The defendant is found in contempt. The court finds that reasonable attorney's fees for the prosecution of the contempt motion in the amount of \$1850 is reasonable.

On March 4, 2024, the electric company, Eversource, emailed the parties shutoff notices due to lack of payment on account ending in 8079. Although the payment had been on autopay, the defendant changed the payment associated with the autopay without informing Eversource. The court does not find that the defendant willfully changed the payment option to avoid paying the Eversource bill, however he is liable for the payment of the electricity bill.

As of March 18, 2024, prior to the commencement of the trial, the plaintiff owed approximately \$19,000 in legal fees. The plaintiff's financial affidavit contained some inaccurate financial information, such as listing the real estate as her asset rather than joint. The plaintiff acknowledged the mistakes during testimony. As of March 18, 2024, the plaintiff has liabilities

in the amount of \$44,624 and \$9498 in bank accounts. The plaintiff has a 2005 Honda Pilot valued at \$1000. The plaintiff needs a reliable vehicle for her transportation to her employment.

The defendant is age fifty-three and in general good health. During college, the defendant worked for his father and worked in house repairs. The defendant earned a bachelor's degree in Math and Computer Science. Since earning his degree, the defendant was employed as a software engineer. As of March 13, 2024, the defendant is employed by Agilent Technologies, Inc. as a Research and Development Engineer. The defendant works remotely with flexible work hours. The defendant earns \$3396 gross, \$1887 net per week. In 2023, the defendant received a bonus of \$8424.82 gross, \$5823.26 net, and an individual performance bonus of \$2848 gross approximately \$1836.63 net. These performance-based bonuses are not guaranteed. As of March 13, 2024, the defendant received restricted stock unit (RSU) income of \$2156 gross and unvested Agilent Restricted Stock interests. The defendant does not have any health issues that affect his ability to maintain employment. The defendant's rent in Ridgefield, Connecticut is \$658 per week, and he pays the marital property mortgage and expenses in the amount of \$787 per week. The defendant paid his attorney's fees of approximately \$65,000. As of March 13, 2024, the defendant has liabilities in the amount of \$18,712 and approximately \$28,989 in bank accounts. As of March 13, 2024, the defendant has retirement accounts valued at \$136,880. The defendant has additional retirement accounts in Israel with a value of \$360,065 as of March 13, 2024. These accounts are outside this court's jurisdiction. The defendant received an inheritance in Israel from his father, Nissim Shahr, valued at \$160,000. The plaintiff makes no claim for a portion of the inheritance and it is outside this court's jurisdiction. The defendant has a 2013 Jeep Sahara valued at \$10,000.

It was the defendant's desire that the parties' eldest child, Eden, study in Israel. Eden chose to remain at home and attend the University of Connecticut, at Stamford. During the marriage the

parties discussed paying for the children's college expenses. However the defendant did not agree with Eden's choice of school, and refused to contribute to her college tuition. The parties could not reach an agreement on payment until close to the start of the semester after motions were filed with the court. On August 25, 2023, the court accepted the parties' stipulation on Eden's college payment and ordered that the parties shall pay for Eden's necessary educational expenses from the marital funds after the application of any available financial aid, grants, or scholarships and first utilize the funds contained within Eden's Fidelity 529 account. When Eden gave the defendant a gift of a UCONN DAD shirt he returned it claiming it was somehow provided by the plaintiff. He gave no consideration on how this rejection affected his child. The defendant pays Eden's gym membership fee of \$118 per month.

The minor child Noam is a freshman at Ridgefield High School. She is doing very well academically, earning A's in her classes. It is important for Noam to maintain a stable and a consistent environment to maintain her grades as she plans to graduate from high school in three school years. Prior to entering high school, Noam attended a moving up ceremony during the defendant's parenting time. The plaintiff also attended this ceremony. The defendant did not allow Noam to take photos with the plaintiff or her family because it was not the plaintiff's parenting time. The minor children, Noam and Dolev, were confused during this interaction, but the plaintiff let them know it was ok. The court finds the defendant's behavior of restricting the plaintiff's access to the children during public events negatively affects the children and is not in their best interest.

The minor child Dolev is a seventh grader in Ridgefield Middle school. Dolev enjoys sports including soccer, football, and basketball. Each of the parties has coached Dolev's baseball team in the past and are familiar with how the practices and games are scheduled. The defendant blames



the plaintiff for scheduling Dolev's extracurricular activities during his parenting time and not informing him of the activities, although he has access to the schedules.

The parties discussed waiting more time before purchasing a cell phone for Dolev however, during the pendency of this dissolution action, the defendant unilaterally purchased a cell phone for Dolev. The defendant uses this phone to communicate with Dolev during school hours by sending texts, photos, and videos of them together and their puppy. Dolev uses the phone to request that the defendant bring him pizza, snacks, and soda to the school and the defendant complies with the requests. Dolev's school grades have dropped during the pendency of this dissolution action. The court finds that the defendant's communication with the minor child, Dolev, during school hours is not necessary, is disruptive to the child's school schedule, and is not in the child's best interest.

The defendant accused the plaintiff of being neglectful of the children by not feeding them appropriately or maintaining a clean enough house and stated that he did not want to have to call the authorities about this neglect. As an example of this, the defendant claimed that when he arrived home one night with his son there was no prepared food waiting for them to eat so he had to take his son out to eat at 10 p.m. It is not clear to this court why the defendant waited until 10 p.m. to feed his child. The court does not find any credible evidence to support that the plaintiff was neglectful in caring for the children. The defendant believes the children are being intimidated by the plaintiff although he has not seen it, and he has not provided any credible evidence to support this.

On April 28, 2023, the court accepted the parties' stipulation (#103) and entered pendente lite orders concerning custody and parenting. The order included a definition of joint legal custody stating that "all major decisions concerning the health, education, religion and welfare of the

children shall be made only after consultation between and upon the agreement of both parents. Each parent shall keep the other advised and informed of matters involving the children in the event and to the extent such matters have the potential of presenting issues for major decisions involving the children. The parents shall discuss any major decisions with each other. Each parent shall have an equal voice in making a decision, and all decisions are to be resolved on the basis of what is in the best interest of the children. In the event the parents are unable to agree as to what is in the children's best interests, a Court of competent jurisdiction shall make the determination. This shall not preclude the parties from seeking the assistance of a mediator or a co-parenting counselor in an effort to reach a resolution.” Despite the order the parties have not been able to reach agreements concerning the children. The parties do not communicate well, and they will ignore each other’s messages.

The defendant is not supportive in arranging for the children to regularly attend extracurricular activities that both parties agreed the children would attend such as scouts and basketball. The daughter, Noam, missed a Scout’s Rising ceremony while on the defendant’s parenting time while the plaintiff attended the celebration. The defendant offered Dolev a ski trip on a day that he had a sporting commitment.

When Dolev left his football equipment at the plaintiff’s home the defendant would not meet the plaintiff at the practice to receive the equipment. Instead, the defendant chose to take the child to the gym without notifying the plaintiff who was waiting for them at practice. When she learned that they were at the gym, the defendant would not allow the child to leave the locker room to see the plaintiff. This lack of communication between the parties creates unnecessary confusion for the children.

Both parties agree that a bar mitzvah is important for their son. Between August of 2023 until March 20, 2024, the parties have not been able to reach an agreement on how to proceed with their son's bar mitzvah.

The parties disagree on the scheduling of the children's doctor's appointments. The defendant initially declined to take the children to their doctor's appointments for physical exams when the appointment was scheduled during his parenting time. It was not until he learned they would be charged a cancellation fee that he agreed that the plaintiff could take them to the appointment.

The children have been negatively affected by witnessing their parent's relationship prior to and during this dissolution action. Although they discussed the issue of therapy for months, the parties have not been able to agree on a therapist for the children until approximately three weeks prior to the trial. This delay in deciding on a therapist is not in the children's best interest. The court finds it is in the children's best interest for the children to participate in therapy without delays created by the parties having to agree on the details of these services.

The April 28, 2023, order (#103) section 3.4 and 3.5 states that "The Father shall have additional parenting time with the children as agreed upon by the parties, in writing, consent not to be unreasonably withheld." And that "The Mother shall have parenting time with the minor children at all other times unless agreed upon in writing by the parties." They each contend that the other parent is not flexible when it comes to expanding parenting time for special events. During the marriage, Thanksgiving was an important holiday for the plaintiff and her family; the defendant declined to attend Thanksgiving family celebrations stating that Thanksgiving is not his holiday. The plaintiff requested that the parties change parenting time so that the children can attend Thanksgiving with family, however the defendant declined and then claimed that the

plaintiff was influencing the children and eventually allowed the children to go. Thanksgiving became a point of contention for the children rather than a celebration because the parties cannot communicate and prefer to refer the other to the attorneys or court. The defendant does not have any family in the United States, however his family visits him in Connecticut. When the defendant's family visits, the plaintiff does not agree to allow additional parenting time as requested by the defendant. When the plaintiff's family visits from out of state, the defendant does not agree to change parenting time to accommodate the visits.

There is a mutual lack of trust between the parties, and they are not able to resolve parenting issues together. They do not always respond to each other's messages and prefer to go through an attorney. The court credits the plaintiff's concern that the use of a coparenting counselor at this time could be used as a form of continued manipulation. The parties would benefit from individual counseling prior to engaging in coparenting counseling. It would not be fair or equitable to order the parties to engage in coparenting counseling at this time. The court finds that the parties are not able to co-parent with each other at this time. The court finds that it is in the best interest of the children for the plaintiff to have final decision-making authority.

The Child Support Guidelines, filed on December 27, 2023, (#154) reflects a presumptive child support amount is \$478 per week. The guidelines recommend that unreimbursed medical and childcare expenses be attributed to plaintiff at 38 percent and defendant at 62 percent. The court finds that the child support recommendations are fair and equitable and in the best interest of the children.

The plaintiff claims that her contributions to the breakdown of the marriage is that she was insecure, uneducated, financially reliant on the defendant and that she gave up on herself. The defendant claims that he contributed to the breakdown of the marriage by working too much. The

court finds that the defendant's inappropriate efforts to control the plaintiff and restrict her liberty contributed more to the breakdown of the marriage than the plaintiff's contributions. The court finds that the defendant is more at fault for the breakdown of the marriage than the plaintiff. The court finds it fair and equitable to award alimony to the plaintiff as rehabilitation and to maintain the lifestyle that she enjoyed during the marriage.

### ORDERS

1. Financial affidavits are unsealed.
2. The marriage of Robyn Shahar and Shmuel Shahar is hereby dissolved on the ground of irretrievable breakdown of the marriage. The parties are declared single and unmarried.
3. **House.** The plaintiff is awarded the marital property located at 35 Spire View Road, Ridgefield, Connecticut pursuant to General Statute Section 46b-81. The plaintiff shall be solely responsible for all expenses associated with said property and shall indemnify and hold defendant harmless against same. The plaintiff shall transfer \$185,049 lump sum award to the defendant. This payment is to be secured through a promissory note and mortgage deed on the property at 35 Spire View Road, Ridgefield, Connecticut, to be prepared by defendant's attorney within forty-five days of this order. The plaintiff is required to sign a promissory note and a mortgage deed securing the \$185,049 payment to defendant within twenty days of receiving the promissory note. This transfer of the lump sum payment of \$185,049 will be made no later than August 31, 2027. Should plaintiff fail to meet the payment deadline, five percent per annum interest shall occur and the defendant may proceed with enforcement of the promissory note.
4. **Personal Property.** The plaintiff shall retain her jewelry and clothing. The defendant shall solely retain his jewelry and clothing. The defendant shall create a list of all the

remaining personal property he claims and plans to remove from the Ridgefield, Connecticut property to the plaintiff within one month of this decision. The plaintiff shall allow the defendant reasonable access to the property for identification and removal of the personal property. If there is a disagreement as to the ownership of the personal property, the parties shall hire a mediator to resolve the issue. The parties shall share equally in the cost of the mediator. The defendant shall be responsible for the cost to remove any personal property from 35 Spire View Road, Ridgefield, Connecticut no later than July 15, 2024. Any personal property remaining at 35 Spire View Road, Ridgefield, Connecticut after July 15, 2024, is deemed abandoned.

5. **Citibank Bank Accounts.** The Citibank accounts, ending in number 6354 and 1837 shall be divided 50 percent to the plaintiff and 50 percent to the defendant. The amount is to be valued as of the date of this decision.
6. **Bank Hapoalim Bank Accounts.** The Hapoalim Bank accounts, ending in number 9148, 9142, 2323, and 2327 shall be divided 50 percent to the plaintiff and 50 percent to the defendant. The amount is to be valued as of the date of this decision.
7. **Bank Leumi Accounts.** The Bank accounts, ending in number 6194, and 6124 shall be divided 50 percent to the plaintiff and 50 percent to the defendant. The amount is to be valued as of the date of this decision.
8. **Fidelity Account.** The Fidelity accounts, ending in number 4015 and 5903 shall be divided 50 percent to the plaintiff and 50 percent to the defendant. The amount is to be valued as of the date of this decision.

9. **Netspend Account.** The Netspend account, ending in number 4256 shall be divided 50 percent to the plaintiff and 50 percent to the defendant. The amount is to be valued as of the date of this decision.
10. **Chase Account.** The Chase account, ending in number 0721 shall be divided 50 percent to the plaintiff and 50 percent to the defendant. The amount is to be valued as of the date of this decision.
11. **Charles Schwab Account.** The Charles Schwab account, ending in number 3507 shall be divided 50 percent to the plaintiff and 50 percent to the defendant. The amount is to be valued as of the date of this decision.
12. **2005 Honda Pilot.** The plaintiff shall retain the 2005 Honda Pilot vehicle free and clear of any claims by the defendant. The plaintiff shall be the sole owner and solely responsible for all expenses associated with the vehicle and shall indemnify and hold harmless the defendant against the same. The plaintiff and defendant shall execute any documents necessary to effectuate the transfer of said vehicle upon dissolution within thirty days of the date of this decision.
13. **2013 Jeep Sahara.** The defendant shall retain the 2013 Jeep Sahara vehicle free and clear of any claims by the plaintiff. The defendant shall be the sole owner and solely responsible for all expenses associated with the vehicle and shall indemnify and hold harmless the plaintiff against the same. The plaintiff and defendant shall execute any documents necessary to effectuate the transfer of said vehicle upon dissolution within thirty days of the date of this decision.
14. **Funds for Car.** The defendant shall provide the plaintiff with \$5000 that may be used toward the purchase of a car.

15. **Seed Startup House, LLC.** The defendant shall solely retain the Seed Startup House, LLC free and clear of any claims by the plaintiff. The defendant shall be the sole owner and solely responsible for all expenses associated with the LLC and shall indemnify and hold harmless the plaintiff against the same. The plaintiff and defendant shall execute all documents necessary to effectuate the transfer of said LLC within thirty days of the date of this decision.
16. **Children's Accounts.** The children's Fidelity ending in 868, 5396, 9400, 5715 and Citibank accounts ending in 4243 and 7138 shall remain the children's accounts.
17. **Unvested Restricted Stock Units.** The plaintiff is awarded fifty percent of the defendant's Agilent-A unvested restricted stocks as of the date of decision.
18. **401(k).** The defendant's Agilent Tech 401(k) retirement plan ending in 0480, ASML 401(k) ending in 8229 shall be divided 50 percent to the plaintiff and 50 percent to the defendant through a Qualified Domestic Relations Order (QDRO) to be valued as of the date of decision, along with investment gains and losses thereon. The QDRO shall be prepared by Attorney Elizabeth McMahon's office. The cost of the QDRO is to be paid by the defendant. The court shall retain jurisdiction for approval of the QDROs. The plaintiff and the defendant shall cooperate with the signing of necessary documents to begin the QDRO process within thirty days of this decision.
19. **Liabilities.** Each party shall be solely responsible for the debt and liabilities on their financial affidavit unless otherwise stated in this decision.
20. **Pendente Lite Orders (#118)** The defendant's responsibility for payment of the household bills pursuant to order (#118) shall end on May 31, 2024.



21. **Alimony.** The defendant shall pay alimony to the plaintiff in the amount of \$500 per week pursuant to General Statute section 46b-86(b) payable on the first of each month beginning June 1, 2024, until and including, June 1, 2040. No alimony is awarded to the defendant.
22. **Healthcare Insurance.** Each party shall be responsible for their own health insurance.
23. **Legal Fees.** Each party is responsible for their own legal fees.
24. **Life Insurance.** The defendant shall each maintain life insurance, in the amount of \$323,000 designating the plaintiff as beneficiary as long as there are child support, educational support or alimony orders. The defendant shall provide proof of the life insurance policies within thirty days upon request from the plaintiff one time per year.
25. **Documentation Exchange** While there remains an obligation to pay child support, alimony or post-majority education expenses the parties shall exchange the following documentation no later than April 30 of each year. Forms W-2, 1099, K-1, annual tax returns, if self-employed, profit and loss statement.

#### **PARENTING ORDERS**

26. **Custody.** The plaintiff and defendant shall have joint legal custody of the minor children, Noam S. and Dolev S. The plaintiff shall have final decision-making authority on religious, medical, therapy, counseling, and educational issues after considering the defendant's input. The defendant shall respond to a written request for input on religious, medical, and educational decisions within seventy-two hours. A lack of written response from defendant within seventy-two hours is to be considered a no opinion response and plaintiff shall solely proceed without the defendant's input.
27. **Physical Custody.** The plaintiff shall have primary residential custody of the children.

28. **Medical, Dental and Therapy Appointments.** The party scheduling an appointment for the minor children shall make the appointment only during their parenting time and be responsible for transportation.
29. **Parenting Time During the School Year.** During the children's school year, the defendant shall have parenting time with the minor children on alternating weekends from Friday after school or extracurricular activity, until Monday, return to school. If there is no school, the pickup and drop-off shall be at the home of the plaintiff. The defendant shall be responsible for all pickups and drop-off transportation for this parenting time. The defendant shall have parental time with the minor children on Wednesdays when the defendant does not have weekend parenting time on the weekend following the Wednesday. Wednesday parenting time shall be from after school or extracurricular activity until 8:00 p.m. The defendant shall be responsible for pickup and drop-off transportation for this parenting time. If there is no school, then pickup and drop off shall be at the plaintiff's home. If Monday is a holiday resulting in a day off from school, the defendant shall return the children at 3 p.m. to the plaintiff's home.
30. **Cell Phone Communication at School.** While the children are in school, neither parent shall communicate with the children by cell phone through calls, text or video unless there is an emergency. If the parties need to reach the children during school hours, they shall contact the school. Neither parent shall remove the minor children from school, without written consent of both parents when it is not their parenting time, unless there is an emergency.
31. **Parenting Time During School Summer Break.** Beginning the first full week when the children have school summer break, the plaintiff shall have parenting time every Monday

from 8 a.m., until Wednesday at 8 a.m. at the receiving parent's home. The defendant shall transport the children to the plaintiff's home on Mondays. The defendant shall have parenting time every Wednesday 8 a.m. until Friday 8 a.m. The plaintiff shall transport the children to the defendant's home on Wednesdays. The plaintiff and defendant shall have parenting time on alternating weekends from Friday at 8 a.m. to Monday 8 a.m.

32. **Holidays.** The following holidays, school breaks and vacation parenting time listed in this decision shall supersede the regular parenting schedule.

a. **Mother's Day.** The plaintiff shall have parenting time with the minor child on Mother's Day every year from 8 p.m. the Saturday prior, until Monday morning, return to school.

b. **Father's Day.** The defendant shall have parenting time with the minor child on Father's Day every year from 8 p.m. the Saturday prior, until Monday morning, return to school.

c. **February School Break.** In odd-numbered years, the defendant shall have parenting time with the children from school dismissal for the February school break until the children return to school. In even-numbered years, the plaintiff shall have parenting time with the children from school dismissal for the February school break until the children return to school.

d. **April School Break.** In odd-numbered years, the plaintiff shall have parenting time with the children from school dismissal for the April school break until the children return to school. In even-numbered years, the defendant shall have parenting time with the children from school dismissal for the April school break until the children return to school.

- e. **Rosh Hashanah.** In even years, the defendant shall have parenting time on Rosh Hashanah from 8 a.m. until return to school the next day; if there is no school, return to the receiving parent's home. In odd years the plaintiff shall have parenting time on Rosh Hashanah from 8 a.m. until return to school the next day; if there is no school, return to the receiving parent's home.
- f. **Yom Kippur.** In even years, the plaintiff shall have parenting time on Yom Kippur, from 8 a.m. until return to school the next day, if there is no school, return to the receiving parent's home. In odd years, the defendant shall have parenting time on Yom Kippur from 8 a.m. until return to school the next day; if there is no school, return to the receiving parent's home.
- g. **Thanksgiving.** In odd-numbered years, the defendant shall have parenting time with the minor children on Wednesday prior to Thanksgiving from after school until Monday after Thanksgiving, returning to school, when the regular schedule shall recommence. In even-numbered years, the plaintiff shall have parenting time with the minor children on the Wednesday prior to Thanksgiving from after school until Monday after Thanksgiving, returning to school, when the regular schedule shall recommence.
- h. **Winter break.** In odd-numbered years, the plaintiff shall have parenting time with the children from school dismissal for the school winter break until the children return to school. In even-numbered years, the defendant shall have parenting time with the children from school dismissal for the winter school break until the children return to school.

i. **Vacation Time.** Each parent shall be entitled to take the minor children on vacation for two weeks each calendar year during the school summer break. Vacation time must be in one-week increments and may be consecutive or non-consecutive. Each party shall provide written notice to the other of their vacation dates no later than May 15 of each year. The plaintiff shall have priority of the vacation dates in even-numbered years. The defendant shall have priority of the vacation dates in odd-numbered years. Two weeks prior to the start of any vacation with the children, where travel will occur, the traveling parent shall provide the other with written notice of flights, airline, flight number, destination, contact information of the place the children will be staying. The traveling parent must allow reasonable contact between the children and the other parent during the vacation. It is not required that the parent travel to claim vacation time with the children. In the year 2024, each party shall provide written notice to the other of their vacation dates no later than June 15, 2024.

33. **Consecutive weekend exception.** If any of the parenting plan schedules results in one parent having three weekends in a row the children shall spend the third such weekend with the other parent and the alternation schedule shall reset.

34. **Travel outside of Connecticut.** The plaintiff and the defendant may travel out of Connecticut with their children during their parenting time. The plaintiff and the defendant shall notify the other in writing, twenty-four hours prior to any trip with the children outside of Connecticut, New Jersey, New York, Rhode Island, or Massachusetts that is expected to last more than two consecutive nights. The address of accommodations and contact information shall be provided in writing prior to the travel. The minor children shall not

travel internationally unless there is a written agreement by the plaintiff and the defendant or a court order.

35. **Passports.** Both parties shall cooperate and sign for the children's passports. Once the passports are issued, the plaintiff shall hold the children's passports.
36. **Transportation and Inclement Weather.** Unless otherwise stated, the receiving parent is responsible for transportation of the children. If there is no school due to inclement weather, the exchange shall occur when roads are clear, and it is safe to transport the children, as determined by the parent transporting the children. If there is a delay in the exchange, the delayed parent shall notify the other parent in writing.
37. **Contact with Children.** The plaintiff and the defendant shall be entitled to contact the children when the children are in the care of the other parent, at reasonable times and frequencies.
38. **Social Invitations.** The plaintiff and the defendant shall notify each other of the children's social invitations, such as peer party invitations, within twenty-four hours of learning of the invitation or event. The parent having parenting time during the invitation or event shall decide if the child will attend and respond to the invitation.
39. **Extracurricular Activities.** Both the plaintiff and the defendant shall agree to any extracurricular activities in writing, prior to enrollment. Agreement must be to both the activity, and the cost attributable to each the plaintiff and the defendant. Once there is an agreement to an extracurricular activity, each parent will ensure that the minor children attend the activity unless the children or parent is ill or there is an emergency. Both the plaintiff and the defendant's contact information shall be provided to the minor children's school and any extracurricular activity providers. The plaintiff and the defendant are

responsible for keeping themselves informed of the children's school related events and sports schedules. The plaintiff and the defendant shall equally divide the number of tickets to any school related events or extracurricular events. The parties do not need an agreement to extra-curricular activities during their own parenting time so long as that parent is solely responsible for the cost of the activity.

40. **Public Activities.** The plaintiff and the defendant shall be entitled to attend the children's public activities, including school activities, events, sporting events, extracurricular activities during or after school, religious events, including those activities not occurring during their parenting time. The plaintiff and the defendant shall not prevent the other party from communicating with or taking photos with the children during these events simply because it is not the other parent's parenting time.
41. **Emergencies.** Each parent shall notify the other immediately in the event of an emergency or to discuss any issue concerning the health, education, and/or welfare of the minor children. If there is an emergency concerning the children, plaintiff and defendant are to communicate by any means available and follow up within four hours in writing. Each parent shall be permitted to visit a child in the hospital or urgent care facility regardless of parenting time allocations.
42. **Relocation.** The plaintiff and defendant shall provide each other with ninety-day notice of any intended relocation from their current address. The notice shall include the new address. This order shall remain in effect as long as parenting and alimony orders remain.
43. **Communication.** Written communications may be through text, email, a parenting app or another form of writing. If the parties cannot agree on a method of communication, the plaintiff shall choose a parenting app and inform the defendant of the mode of