

Docket No. DBD-FA-235019552-S
CARLOS M. REGUS

OFFICE OF THE CLERK
SUPERIOR COURT

SUPERIOR COURT
J.D. OF DANBURY

V.

2024 APR 30 A 10:20

AT DANBURY

ZOILA BEATRIZ NARANJO

JUDICIAL DISTRICT
STATE OF CONNECTICUT

April 30, 2024

Present: Honorable Daniel J. Fox, J.

JUDGMENT OF DISSOLUTION

This action by writ and complaint, claiming a Dissolution of Marriage and other relief, as on file, came to this Court on May 22, 2023. The court heard evidence on January 4, 2024. The plaintiff and the defendant were self-represented at the trial. Each party provided testimony. The Court made the following findings:

1. The plaintiff, Carols M. Regus, and the defendant, Zoila Beatriz Naranjo, were married on August 29, 2012, in Danbury, Connecticut.
2. The plaintiff and defendant have lived in Connecticut for at least twelve months immediately before the filing of the divorce complaint.
3. There are two minor children, issue of this marriage: Camila Regus, D.O.B. 07/07/2011 and Emmanuel Regus, D.O.B. 12/25/2013. The following children were born to the plaintiff after the date of the marriage and are not the children of the defendant: Amelie Regus, D.O.B. 11/17/22 and Carter Regus, D.O.B. 12/21/2023. The defendant is not currently pregnant.
4. The defendant is employed. The plaintiff although not employed at the time of the hearing works as a contractor and testified to being consistently employed. This Court reviewed the financial affidavits (Entry #108 and #109) and Child Support Guidelines (Entry #110).
5. The children currently attend a private school in Danbury and are currently enrolled in 5th and 6th grade. Both children have attended this school since kindergarten. If necessary, there is a public school that the children could attend. The current total monthly tuition for their education is \$470.60.

6. The minor children of the parties were not receiving HUSKY insurance provided by the State of Connecticut at the time of the trial but had received it in the past.
7. The marriage is broken irretrievably with no reasonable prospect of reconciliation.
8. There was a cross complaint filed seeking alimony, child support, and sole custody with primary residence with the defendant (Entry #102). There Cross Complaint was not served upon the Plaintiff and there is no proof of service in the file. At the trial and in her proposed Custody and Parenting Plan (Entry #111.00), the defendant agreed to joint legal custody of the minor children

Upon careful consideration of the evidence presented and the pertinent statutory law, in particular General Statutes §§ 46b-40, 46b-82, 46b-84 and 46b-56(c), and the relevant case law, and having observed the demeanor and assessed the credibility of the witnesses at trial, the court finds and orders as follows. All court findings are made by the preponderance of the evidence standard unless specifically stated otherwise.

The main source of evidence at trial was the testimony of the parties, making their credibility especially critical. “The fact finding function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of circumstances, i.e., including its observations of the demeanor and conduct of the witnesses and parties, which is not fully reflected in the cold, printed record which is available to [the appellate courts].” *Lupien v. Lupien*, 192 Conn. 443, 445, 472 A.2d 18 (1984).

The Court enters the following orders:

The marriage of the parties is dissolved and they are each declared to be single and unmarried.

CUSTODY/VISITATION

1. The parties shall have joint shared legal custody of the minor children, Camila Regus, D.O.B. 07/07/2011 and Emmanuel Regus, D.O.B. 12/25/2013.
2. The children shall primarily reside with the defendant mother, Zoila Beatriz Naranjo, except for the following days and times:

- a. The father shall have visitation with the children Mondays and Wednesdays after school until 7:30 p.m. If school is not in session, the father's visitation on Mondays and Wednesdays shall begin at 3:30 p.m.
 - b. The father shall have overnight visitation every other Saturday beginning on May 11, 2024. This visitation shall begin at 12:00 p.m. on Saturday and end at 10:30 a.m. on Sunday.
 - c. The father shall be responsible for transportation of the minor children on all visitations. The children shall be picked up and returned to the mother's home unless otherwise agreed to by the parties.
3. The mother's address shall be used for school registration purposes.
4. The parties shall confer with each other regarding the health, education, welfare, and religious upbringing of the minor children. Neither party shall make unilateral decisions regarding said topics without prior consultation with the other parent. Major decisions regarding the children's health, growth, and development, course of study, extent of travel away from home, choice of school, choice of camp, non-emergency medical treatment, lessons, psychotherapy or like treatment, part or full-time employment, purchase or operation of a motor vehicle, participation in hazardous sports or activities, religious upbringing, and significant changes in social environment shall be considered, discussed, and agreed to by both parties.
5. Each parent shall have responsibility for the children during his or her parenting time. When the children are scheduled to be with the mother, she is the on-duty parent and when the children is scheduled to be with the father, he is the on-duty parent. The on-duty parent shall make decisions about the day-to-day care and control of the children. Such day-to-day decisions shall include but not be limited to: the children's social schedule, the children's diet, and disciplining the children. This on-duty decision making is not to be confused with legal custody decision making concerning the health, education, welfare, and religious upbringing of the children. These more significant decisions shall continue to be made jointly by the parties.
6. Absent an emergency, if a parent learns of any illness or accident affecting the children's health, that parent shall promptly notify the other. Each parent shall be entitled to complete, detailed information from any pediatrician, physician, dentist, consultant, or specialist

attending to the children. Each parent shall have the right to notify the pediatrician, physician, dentist, consultant, or specialist of his or her desire for copies of any and all written information. Additionally, each parent shall have the right to consult with any medical, dental, health, psychiatric, psychological, or any other mental health or medical professionals concerning the children. If either parent brings the minor children for treatment at an Emergency Department, Emergency Room, Hospital, Urgent Care Center or similar facility without the knowledge and consent of the other parent, the treating parent shall be solely responsible for all out of pocket and/or unreimbursed medical bills associated with the visit.

7. Each parent shall be entitled to complete information and notices from any school attended by the children, or any program that the children attend and shall be entitled to be furnished with copies of all reports or records with respect to their education. Each parent shall have the right to notify the school of his or her desire for copies of all written information and notices. Additionally, each parent shall have the right to consult with any teachers, counselors or administrators concerning the children.
8. Both parents shall be designated as the primary contacts in the event of an emergency.

HOLIDAY/VACATION SCHEDULE

1. The parents will share holidays as they may agree from time to time.
2. Summer Schedule:
 - a. During the summer months when the minor children are not in school, the parents will continue to follow the parenting schedule as outlined above.
 - b. The father shall be entitled to one consecutive week of summer vacation each summer with the minor children. The father will work out the details of the summer vacation with the mother by June 1st of each year.

COMMUNICATION:

1. Both parties may have a parent-initiated telephone call or video call/chat with the minor children once per day, during the minor children's normal waking hours, when he/she does not have parenting time. Said parent-initiated telephone call or video call shall not occur in the mornings before school. The parties may choose to use FaceTime or a similar camera service in lieu of the daily telephone call. Both parties shall maintain a working cell phone. The parents shall cooperate in scheduling appropriate telephone/video calls.

2. The parties shall use e-mail, text message, and telephone as a primary means of communication between each other. Each parent shall respond to an e-mail, text message, or a phone message from the other parent within 24 hours of receipt of same.

MISCELLANEOUS

1. The father shall provide transportation for scheduled pick-up and drop-offs in accordance with the parenting schedule unless the parties agree otherwise.
2. Each parent shall be responsible for transporting the children to and from his/her scheduled extracurricular, athletic, social and camp activities during his/her parenting time in an appropriate motor vehicle equipped with any required car/booster seat(s).
3. Neither parent shall schedule social activities for the children during the other parent's parenting time without the other parent's permission. If one parent receives notice that a social activity is scheduled during the other parent's parenting time, then the parent receiving the notice or invitation shall immediately notify the other parent allowing each parent to make the decision regarding the social activity during his or her parenting time with the children.
4. The parenting plan shall allow for the children's attendance at special family functions such as birthdays, graduations, weddings, and funerals. Each parent shall give the other as much advance notice as reasonably possible as to the date, time and nature of all special events. The parents will work together and utilize their best efforts to coordinate attendance at special family functions. In the event they are unable to reach an agreement regarding the special family function(s) the regular parenting plan shall be maintained.
5. Each parent shall keep the other informed if either has knowledge of any illness or accident or other circumstances seriously affecting the health or welfare of the children, the father or mother, as the case may be, and will promptly notify the other parent.
6. Each parent shall refrain from doing anything to estrange the children from the other parent. Neither parent will disparage the other to the children, or in manner in which the children would readily ascertain disparaging comments or information. Neither parent shall act in such a way as to hamper the free and natural development of love and respect between the parent and the children. Additionally, each parent shall utilize his or her best efforts not to allow third parties to disparage the other parent in the presence of the children.

7. Neither party shall post or publicize, or cause posts or publications, depicting the other party's likeness, the minor children's likeness or documents, narratives, descriptions or other information concerning these divorce proceedings on the internet and/or any social media outlet. To the extent that either party has posted or publicized, or caused posts or publications, depicting the other party's likeness, the minor children's likeness or documents, narratives, descriptions, or other information concerning these divorce proceedings prior to the date of judgment, those posts and/or publications shall be immediately deleted from the internet and/or social media outlets.
8. The parents shall be allowed to attend the children's school, religious and sports functions and activities, regardless of which parent has parenting time at the time of the function or activity. Both parties shall make the minor children's school, religious and sports functions and activities, a priority during his/her parenting time. If either party becomes aware of a one-time event or weekend performance, he/she shall notify the other of said commitment as soon as practicable. For ongoing activities, such as commitment to a sports team or other activity, the party enrolling the children in same shall provide the other parent with a schedule of games/practices/performances and the contact information for the coach/director upon enrollment. If the children is provided with guest tickets for any game/performance/function (such as a graduation), the guest tickets shall be split equally between the parents.
9. The parties acknowledge they will both occasionally purchase clothing for the children. The parties will allow clothing items such as coats, hats, gloves, shoes, uniforms, and the like to transfer between their respective homes and neither parent will send the children to the other parent without said items in an effort to make the other purchase duplicate items.
10. Both parties shall be listed with the minor children's school as emergency contacts. Both parties shall be entitled to receive copies of the minor children's report cards and school notices. Both parties shall be entitled to attend parent-teacher conferences or other educational conferences with teachers and school administrators. The parties shall keep each other apprised of all such conferences and school events. If the children's school participates in a portal system, the enrolling parent shall provide the other parent with the log-in and password within seventy-two hours of enrollment.

11. Each party shall be responsible to help the minor children with their homework and be sure that all assignments are completed for the next school day, during his or her parenting time. Should either party become aware of any special projects that are due or tests that need to be prepared for, he or she shall notify the other party.
12. Commencing April 15, 2025, and continuing each year thereafter, the parties shall provide to the other party end of the year pay stubs, W-2's, 1099's, Schedule K, Schedule D, and any other proof of income no later than April 15th of each year, for as long as there remains a child support obligation.

CHILD SUPPORT

1. The presumptive amount of child support based upon the parties' actual income as of the hearing date as reflected in the Child Support Guideline Worksheet ("Guidelines"), Entry No. 110.00, as submitted would have the defendant paying the plaintiff child support in the amount of \$298.00 per week. The court finds this amount to be inequitable and inappropriate and orders a deviation based upon education expenses, the parent's earning capacity, the needs of parent's other dependents and the best interests of the child. Further, at the time of the trial the plaintiff-father testified to being unemployed; however, he also testified to paying \$1000/month for the past three years in child support. For these reasons the Court shall find it in the best interest of the minor child to deviate from the Guidelines and order the defendant to pay the plaintiff child support in the amount of \$240.00 per week. The child support payments are due on Fridays. A contingent wage withholding order shall enter.
2. Concerning childcare contributions for the minor child, the Guidelines (Entry No. 110.00) call for the plaintiff to be responsible for 48% and the defendant to be responsible for 52%. The Court deems this to be in the best interests of the minor children. The parties shall exchange receipts on a monthly basis; reimbursement shall be made within seven days of receipt.
3. If collection of the child support order is required, it shall be undertaken by the Connecticut Bureau of Child Support Enforcement. The defendant shall apply to the Department of Social Services to set up the account for enforcement of child support payments.

MEDICAL INSURANCE AND EXPENSES

1. The plaintiff and defendant shall provide medical and dental insurance for the minor children, if such benefit is carried by such parent or available to such parent, at a reasonable cost not to exceed 5% of the parent's weekly net income. If health insurance is not available through either parents employment, the parents are to cooperate to apply for health insurance through Husky or a similar state plan.
2. Concerning any unreimbursed and/or out of pocket medical expenses for the minor child, the Guidelines (Entry No. 110.00) call for the plaintiff to be responsible for 48% and the defendant to be responsible for 52%. The Court deems this to be in the best interests of the minor children. Except in the case of an emergency, the parties shall consult with and give their approval prior to incurring any extraordinary expenses, which approval shall not be unreasonably withheld as to the necessity of the expenditure. Extraordinary expenses shall be defined to mean all those expenses for illness, accident or occasion, the treatment of which shall exceed five hundred (\$500.00) dollars.

EDUCATIONAL SUPPORT

The Court was not asked to retain jurisdiction under § 46b-56c for post-secondary education expenses of the minor children.

PERSONAL PROPERTY

1. The plaintiff and defendant shall be entitled to claim one minor child as a tax exemption/credit each year. The plaintiff shall claim Camila Regus and the defendant shall claim Emmanuel Regus. When the time comes to use just one child and Camila attains the age of eighteen, for even years the plaintiff shall claim Emmanuel Regus and the defendant shall be entitled to claim the minor child, Emmanuel Regus, as a tax exemption/credit for odd years.
2. Each party shall retain possession and ownership of any bank accounts now in his or her own name.
3. Each party shall retain ownership of all tangible personal property now in his or her own name.

ALIMONY

Neither party is awarded alimony.

DEBTS AND LIABILITIES

1. Each party shall be responsible for bills and debts now in his or her own name.

2. Neither party shall undertake any action that will affect the credit of the other party. Specifically, neither party is to use the credit name, social security number, or address of the other party in order to secure credit.

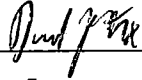
PARENTING EDUCATION CLASS

The plaintiff and defendant shall each enroll in the parenting education class within 60 days and shall submit to the court within 120 days a certificate of completion.

FINANCIAL AFFIDAVITS


Financial affidavits shall be unsealed.

BY THE COURT



Fox, J.

Decision entered in accordance with the foregoing on April 30, 2024. Parties and Reporter of Judicial Decisions notified on April 30, 2024.

Kim Small, Assistant Clerk

4/30/2024