DOCKET NO. HHB-FA-17-6038652- S	:	SUPERIOR COURT
ELIZABETH BEATTIE	:	JUDICIAL DISTRICT OF NEW BRITAIN
V.	:	AT NEW BRITAIN
CHRISTOPHER BEATTIE	:	MAY 29, 2024

Judicial District of New Britain
SUPERIOR COURT
FILED
MAY 29 2024
ASSISTANT CLERK

MEMORANDUM OF DECISION

This case comes in front of the court by virtue of a dissolution of marriage action that was filed on July 11, 2017. The matter went to judgment on August 22, 2018. See Docket Entry No. 179. Included in that judgment was the July 10, 2018 parenting plan relative to their child, R[1], which had previously been approved by the court. See Docket Entry No. 166. The court notes the numerous postjudgment pleadings filed by the parties. Because of that, on February 24, 2020, the court imposed a restriction on filings pursuant to Practice Book § 25-26. See Docket Entry No. 231.20. The parties have filed several pending contempt citations, many with multiple claims of violations of various court orders. Because the parties were unable to resolve the pending matters, the case was set down for a hearing on April 12, 2024, relative to the following motions: the plaintiff's motion for contempt dated November 27, 2023; see Docket Entry No. 357; the plaintiff's motion for contempt dated December 3, 2023; see Docket Entry No. 361; the defendant's motion for contempt dated February 1, 2024; see Docket Entry No. 369; and the plaintiff's motion for contempt dated March 28, 2024. See Docket Entry No. 374. On that day, the court received evidence relative to the same.[2]

[1] In view of the Supreme Court's policy of protecting the privacy interests of juveniles, the court refers to the child involved in this matter by initials. See, e.g., *Boisvert* v. *Gavis*, 332 Conn. 115, 121 n.3, 210 A.3d 1 (2019); *Frank* v. *Dept. of Children & Families*, 312 Conn. 393, 396 n.1, 94 A.3d 588 (2014).

[2] The court notes that the defendant claimed improper service relative to certain motions to be heard by the court and he filed motions to dismiss regarding the same. See Docket Entry Nos.

5/29/24 Copies sent to all parties of record.
Elizabeth Beattie Apt. B 17 Crown Street, Bristol, CT 06010
Christopher Beattie 91 Maxine Rd., Bristol, CT 06010

Because the financial orders are in dispute, pursuant to Practice Book § 25-59A (h), the financial affidavits of the parties are hereby unsealed.

LEGAL STANDARDS

As a preliminary matter, the court notes that it must assess the parties' credibility. "The [fact-finding] function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of the circumstances, i.e., including its observations of the demeanor and conduct of the witnesses and parties . . . ." (Internal quotation marks omitted.) *Cavolick* v. *DeSimone*, 88 Conn. App. 638, 646, 870 A.2d 1147, cert. denied, 274 Conn. 906, 876 A.2d 1198 (2005). "It is well established that in cases tried before courts, trial judges are the sole arbiters of the credibility of witnesses and it is they who determine the weight to be given specific testimony. . . . It is the quintessential function of the fact finder to reject or accept certain evidence." (Internal quotation marks omitted.) *In re Antonio M.,* 56 Conn. App. 534, 540, 744 A.2d 915 (2000). "The sifting and weighing of evidence is peculiarly the function of the trier [of fact]. . . . The trier is free to accept or reject, in whole or in part, the testimony offered by either party." (Citations omitted.) *Smith* v. *Smith*, 183 Conn. 121, 123, 438 A.2d 842 (1981). The "determination of credibility is a function of the trial court." *Heritage Square, LLC* v. *Eoanou*, 61 Conn. App. 329, 333, 764 A.2d 199 (2001).

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362 and 363. The court held a hearing on February 23, 2024, relative to the pending motions and entered an order providing for actual notice of said motions. See Docket Entry No. 370. The plaintiff also objected to the defendant's motion for contempt being heard at that time as she had not received a copy of the same. On the basis of the foregoing, the court scheduled another hearing on April 12, 2024, so that both parties would have an opportunity to have copies of the operative motions and to allow them to be prepared. That hearing included not only all pending motions, but also the newly field motion for contempt. See Docket Entry No. 374. At the April 12, 2024 hearing, both parties consented to the court hearing evidence on all pending motions and the court finds that both parties had actual and sufficient notice of the claims being made by each party.

"A court is [also] entitled to rely on sworn financial statements filed in dissolution actions, and when it finds it cannot, is entitled to draw adverse inferences which go to the core of the entire proceeding." *Voloshin* v. *Voloshin*, 12 Conn. App. 626, 628-29, 533 A.2d 573 (1987); see also *Szegda* v. *Szegda*, 97 Conn. App. 426, 430, 904 A.2d 1266, cert. denied, 280 Conn. 932, 909 A.2d 959 (2006) (relying on the same). Therefore, in reaching its decision, the court has listened to the witnesses and assessed their credibility, reviewed the exhibits and given them the appropriate weight, and applied all applicable law and statutory criteria.

The court is further guided by applicable caselaw relative to finding a party in contempt. "To impose contempt penalties, whether criminal or civil, the trial court must make a contempt finding, and this requires the court to find that the offending party wilfully violated the court's order; failure to comply with an order, alone, will not support a finding of contempt. . . . Rather, to constitute contempt, a party's conduct must be wilful. . . . A good faith dispute or legitimate misunderstanding about the mandates of an order may well preclude a finding of wilfulness. . . . Whether a party's violation was wilful depends on the circumstances of the particular case and, ultimately, is a factual question committed to the sound discretion of the trial court. . . . Without a finding of wilfulness, a trial court cannot find contempt and, it follows, cannot impose contempt penalties." (Citations omitted; internal quotation marks omitted.) *O'Brien* v. *O'Brien*, 326 Conn. 81, 98-99, 161 A.3d 1236 (2017). The clear and convincing evidence standard of proof applies to civil contempt proceedings like those at issue here. See *Brody* v. *Brody*, 315 Conn. 300, 318-19, 105 A.3d 887 (2015) ("indeed, any claim must be proven by sufficient evidence–whether the overarching standard of proof requires a mere preponderance of evidence, clear or convincing evidence, or otherwise" [internal quotation marks omitted; footnote omitted]) ; *Hall* v. *Hall*, 182 Conn. App. 736, 747-48, 191 A.3d 182, cert. granted, 330 Conn. 911, 193

A.3d 48 (2018) ("[t]he clear and convincing evidence standard of proof applies to civil contempt proceedings like those at issue here").

DISCUSSION

Motion # 357

In her contempt motion dated November 27, 2023; see Docket Entry No. 357; the plaintiff alleges multiple violations of court orders by the defendant. Specifically, the plaintiff alleges that the defendant:

1. [O]nce again stopped paying our mortgage (per court order) and for the second time, our house has gone into foreclosure;
2. Continues to intentionally withhold and not pay weekly support payments on time;
3. Has not paid $774 per month in alimony since 4/1/2020. Currently he owes $29,400 in unpaid support;
4. Continues to travel for work and not share schedule;
5. Continues to post our child on social media; and
6. Continues to send vile and harassing messages via Our Family Wizard.

See Docket Entry No. 357.

She seeks the court to hold the defendant in contempt and asks the court to enter an immediate wage withholding order.

Relative to the plaintiff's first claim that the defendant has "once again stopped paying our mortgage (per court order) and for the second time, our house has gone into foreclosure," the plaintiff produced evidence that subject premises, 17 Crown Street, Bristol, Connecticut, is in foreclosure. See *Wells Fargo Bank* v. *Beattie*, Superior Court, judicial district of New Britain, Docket No. CV-23-6082699-S. The plaintiff asked the court take judicial notice of the multiple orders in this file which required the defendant to make the mortgage payments. See Order dated August 12, 2020, Docket Entry No. 250.20 ("[t]he defendant is under prior court order to pay the mortgage which obligation continues"); Order dated May 30, 2019, Docket Entry No. 223 (agreement of parties approved by the court which provides "[p]arties agree that father will pay

the mortgage on 17 Crown Street starting with the June payment, directly to the lender in lieu of partial alimony"); and Order dated April 25, 2019, Docket Entry No. 217.10 ("[d]efendant shall commence paying the mortgage on the marital property"). The court also notes that the order dated September 12, 2022; see Docket Entry No. 310.10; ordered that "[t]he parties shall work together to get the marital home refinanced. Prior court orders regarding not sending messages through the minor child and to pay the child support on time remain in full force and effect."

The plaintiff also put into evidence a text message from the defendant to the parties' minor child, which reads, "I'm not paying Crown St. anymore[.] That's your mom's responsibility[.]"[3] See Pl. Ex. 8. She also presented evidence which she asserts shows multiple streams of income for the defendant, including selling band merchandise, a coffee company, a real estate company, and a transaction where the defendant bought property at 38 Emmett Street, Unit 58, on December 12, 2023, for $119,000. See Pl. Ex. 1. The court notes the property is not listed on the defendant's finical affidavit. The plaintiff also produced evidence that the defendant had approximately $69,000 in his bank account as of October 29, 2021.

In response to the plaintiff's claim, the defendant asserts that because of the Covid pandemic his income as an entertainer was significantly diminished for a number of years. He claims that because the plaintiff lives in the house, he is not able to fully partake in the pending foreclosure action; see *Wells Fargo Bank* v. *Beattie*, supra, Superior Court, Docket No. CV-23-6082699-S; or relief programs. The court also heard testimony relative to the plaintiff receiving a grant from "Home CT" which has impacted the foreclosure, mortgage balances, and payments. The defendant also testified that because he does not live in the home, he could not take advantage of aid programs to help those facing foreclosure. He further asserts that he asked for

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[3] Although the text message is dated October 19, there is no year provided in the exhibit.

documentation relative to the plaintiff's disability so as to get financial relief, but the plaintiff was uncooperative with that request. Although the defendant admitted that he does try to have multiple streams of income, he disputes the income claims made by the plaintiff. The court received no evidence from the plaintiff as to the amount of income these ventures produce. The defendant also testified that he bought the property at 38 Emmett Street for his girlfriend and transferred it to her shortly after the purchase. The defendant further testified that he has expenses associated with his real estate company, which has not had many sales. The court notes that information about the same is not listed on his financial affidavit. The court also received evidence that the defendant had $8,354.69 in back taxes removed from his account. See Pl. Ex. 15, p. 5. Given that the property is in his name, he is worried that future liens may attach.

On the basis of the foregoing, the court cannot find that the defendant wilfully and intentionally failed to follow a valid, unambiguous court order, especially given the disruption to the defendant's income due to the pandemic, possible relief programs and potential refinancing, and the foreclosure proceeding and uncertainties as to the defendant's income. Because the court cannot find there was a wilful and intentional violation of an unambiguous court order, the court declines to find the defendant in contempt; however, the court does order the defendant to bring the mortgage, which was estimated by the parties to be approximately $9,000, current within sixty days. The court notes that the defendant shows liquid accounts of $12,000 on his financial affidavit and that his testimony reflects that he has another account in the amount of

approximately $20,000 for an approximate total of $32,000,[4] thereby establishing that he does have funds to comply with the prior court orders.[5]

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[4] During his testimony, the defendant testified that he does have another bank account with M&T Bank (formerly People's Bank) with approximately $20,000 which is not listed on his financial affidavit.

[5] The court also notes that the defendant put forth proposals to resolve conflict–they include three options:

Option 1

1) [W]e sell the house immediately

Option 2

1) You get in Section 8
2) You Quitclaim the house to me
3) [T]he owner of the house will then be Crown St. LLC
4) Section 8 will pay me rent directly from Crown St.
5) You get to stay in the house until [R] is 18

Option 3

1) I'll quit claim the house to you
2) You get a mortgage
3) [Y]ou sign the paperwork releasing me from child support, alimony, extracurricular activities, medical bills and any other childcare expense.

> If you don't respond don't be upset when you lose all the equity and get thrown out of the house I'm not coming to save you. That ship sailed a long time ago.
>
> See Pl. Ex. 8, p. 9.

The court notes that the court cannot alter judgment absent an agreement of parties and here there is clearly no agreement. "The Superior Court has jurisdiction to assign property in connection with a dissolution of marriage action, in accordance with [General Statutes] § 46b-81, but unlike periodic alimony or child support, which usually are modifiable, the assignment of property is nonmodifiable." *Taylor* v. *Taylor*, 57 Conn. App. 528, 533, 752 A.2d 1113 (2000); see *Silver* v. *Silver*, 200 Conn. App. 505, 519, 238 A.3d 823, cert. denied, 335 Conn. 973, 240 A.3d 1055 (2020) (same). "A court, therefore, does not have the authority to modify the division of property once the dissolution becomes final." *Stechel* v. *Foster*, 125 Conn. App. 441, 446-47, 8 A.3d 545 (2010), cert. denied, 300 Conn. 904, 12 A.3d 572 (2011); *Forgione* v. *Forgione*, 162 Conn. App. 1, 7, 129 A.3d 766 (2015) (same), cert. granted, appeal remanded, 328 Conn. 922, 181 A.3d 92 (2018). Therefore, the court cannot consider the defendant's proposal even if the parties offer potential solutions and could resolve conflict.

In the second claim of her contempt motion, the plaintiff claims that the defendant continues to intentionally withhold and not pay weekly support payments on time. She testified that he has not paid $774 per month in alimony since April 1, 2020, and that he currently owes $29,400 in unpaid support. However, a review of the court orders shows that the defendant was ordered in 2019, by agreement of the parties, to pay the mortgage in lieu of partial alimony. See Docket Entry No. 233. The defendant also credibly testified that he is essentially up to date with his payments relative to the modified support and alimony, absent the offset discussed below. See Pl. Ex. 10. Based on the same, the court cannot find that the plaintiff met her burden of proof, especially with the mortgage payments and foreclosure as referenced above and the evidence of regular and consistent payments. See Pl. Ex. 10. Therefore, this part of the motion is denied.

In her third claim, the plaintiff alleges that the defendant continues to travel for work and does not share his schedule in violation of court orders. The court notes the numerous orders which require that "father should continue to provide his travel schedule to mother as far as advanced and possible." See July 10, 2018 order, Docket Entry Nos. 166 and 166.10. That order was subsequently changed to require that it be provided within 24 hours. See Docket Entry Nos. 228.30, 229.20, 231.20, 232.20, 233.30, 235.20, 236.50, and 241.20. The plaintiff testified that the defendant has failed to do so. In response, the defendant asserts that the plaintiff stalks and harasses him and follows him on social media, claiming "she knows my schedule better than I do," and that he has, in fact, furnished his travel schedule to the court for the purpose of scheduling hearings in this matter. Given the evidence presented, the court finds that the plaintiff has not met her burden of proof and does not find the defendant in contempt relative to this claim.

In her fourth claim, the plaintiff alleges that the defendant continues to post about the parties' child on social media in violation of court orders. The court notes that the court file is replete with agreements of the parties and orders of the court that the parties refrain from "[posting] anything about the minor child (including but not limited to photographs) on any social media." See Docket Entry Nos. 182.30, 184.30, 187.20, and 188.20. The court received into evidence several posts made by the defendant relative to the minor child. See Def. Ex. 23. The court cannot, based on the exhibit, determine the dates of the posts, but they depict a proud father and show the father and son at a little league park with the caption, "So proud of my boy! He keeps doing great things and inspires me to be a better person every day! #nationalsonday." The exhibit also includes a post that shows the child smiling, with the caption, "Great day to catch a game @thegarden @nyknicks and just be hanging out in NYC," and an eleventh birthday post showing the child making a face after tasting a double shot of espresso. The plaintiff testified that she is worried about the defendant's fans and that if there is information about her son on the Internet, she is worried about how the fans may interact with her son. In response to that claim, the defendant presented evidence of a communication from the plaintiff to the defendant's attorney indicating: "Please see the attached message from your unhinged client. This is my last request. If he doesn't take down his social media posts of [R] by tomorrow I'm filing contempt motions for him posting [R], harassment and nonpayment of support. You and I both know the court is done with his old, sad games." See Def. Ex. D. The court also heard evidence from the defendant that the plaintiff posts things relative to the child on social media (Tik Tok and Snapchat), although no evidence was proffered to confirm the same. The court does not find merit in the plaintiff's argument relative to possible fan interaction. While the court finds that there is a technical violation of the court order by the defendant, given the nature of the

posts and the dynamic of the parties, the court does not find the defendant in contempt relative to this allegation.

In her fifth claim of this contempt citation, the plaintiff alleges that the defendant continues to send vile, harassing messages via Our Family Wizard in violation of court orders. The court notes that on December 27, 2021, the court ordered: "This court shall issue fines for any inappropriate behavior or exchanges on Our Family Wizard. This shall include having the minor child deliver messages between the parties. The minimum fine shall be $100." See Docket Entry No. 287.10. In support of her claim, the plaintiff has submitted Exhibit 20, which depicts messages sent through Our Family Wizard and text messages. The exhibit shows bristly parenting exchanges and disagreements as to parenting decisions. They also clearly show inappropriate behavior and exchanges by the defendant. For example, the defendant writes the plaintiff on Our Family Wizard and in text massages:

1. "On another note, if you stop sucking ghetto **** you'd probably feel a lot better";
2. "...**** you. I'll post all your ******** on social media. [You] want to block my number? I'll post it on social media. You want not to respond about [R] for months? I'll post it on social media. You want to talk **** on me and stalk me? I'll expose you and the real fake you are Shawty";
3. "You're the deadbeat Elizabeth. Thought by now you'd actually make an attempt to do something with your life. The only things you're good at is harassing people and lying";
4. "I have no idea what the **** you are talking about. I owe you ZERO dollars *******. I try and make it easy for [R] and you steal money??**** you";
5. "You are a horrible person";
6. "You're alienating [and] mentally abusing our son";
7. "Get a job and stop harassing me [through] our son";
8. "[T]hanks for alienating your son from his father [and] family you're nothing but a child abuser and manipulator";
9. "Stop having [R] contact me about child support. Maybe you can be responsible and not blow your money. Maybe don't go on vacation 3 times in a month?"; and
10. "[Y]ou're a lowlife child abuser. Keep blocking me on my son's phone and get some kind of Life."

See Pl. Ex. 20.

Although the defendant maintains his right to free speech, the court finds that these messages are abusive, denigrating, and inappropriate, and that they were intentionally sent. The court understands the frustration that the defendant feels relative to parenting and divorce issues; however, these types of exchanges with the plaintiff only add to the tension and make life for R more difficult. On the basis of the evidence proffered, the court finds, by clear and convincing evidence, that the defendant wilfully and intentionally violated a valid and unambiguous court order and finds the defendant in contempt. Accordingly, the court orders that the defendant pay sanctions in the amount of $1,000 in addition to the $100 per violation as previously ordered by the court and orders the same to be paid within ninety days.

Motion #361

In her contempt motion dated December 13, 2023; See Docket Entry No. 361; the plaintiff alleges that the defendant is in contempt for not following a court order. She writes, "[t]he defendant has once again stopped paying for his half of our son's medical expenses. He has not made a payment to our son's orthodontist in 3 months and currently owes $250. This is not the first time he has done this. The nonpayment on his behalf is detrimental to our son's care plan as we cannot schedule his necessary monthly appointment." See Docket Entry No. 361. She seeks that the defendant be held in contempt and asks the court to enter an immediate wage withholding order. A review of the court file and the evidence presented shows no court order requiring the defendant to pay for half of the son's medical expenses. The only order the court can find is reflected in the original judgment, and that order requires that "[t]he parties shall also equally divide [R's] extracurricular activity fees and expenses that are mutually agreed upon. Agreement shall not be unreasonably withheld." See Docket Entry No. 179, ¶ 2. Reviewing the evidence presented, the court cannot find any agreement between the parents relative to the same. The court also notes that the exhibit tendered by the defendant; See Def. Ex. F; is a

contract between the parties and the orthodontist, but the same was not signed by the defendant. Accordingly, the plaintiff has failed to meet her burden of proof and the motion for contempt is denied.

Motion # 369

In his contempt motion dated February 1, 2024; see Docket Entry No. 369; the defendant claims "the plaintiff, Elizabeth Ann Beattie, has persistently demonstrated contemptuous behavior over the course of four years. The plaintiff's ongoing action involved the submission of vexatious and frivolous pleadings and motions, constituting harassment directed towards the defendant, Christopher Beattie. These vexatious legal maneuvers have resulted in continued financial abuse by the plaintiff, causing a significant financial disparity for the defendant. Furthermore, the plaintiff has failed to comply with court orders by withholding valuable sport collectibles, assessed at $40,000, from the marital residence. The defendant is concerned that these items may have been sold by the plaintiff for her personal financial gain. [The] [d]efendant requests for the court to authorize a Police officer or State [Marshal] to escort him through the marital home to retrieve items. If [the] plaintiff has sold items [the] [d]efendant [asks the] court to have [the] [p]laintiff reimburse him for the collectibles." The defendant asks that several items be returned to him, including a New York Yankees baseball bat with four signatures, an autographed Don Larson picture, all comic books, and all collectible figures and action figures. See Docket Entry No. 369.

The court also notes that on December 30, 2019, the defendant filed a motion for contempt alleging that the plaintiff violated the court order and wrote, "[the] [p]laintiff is hiding and refusing to return [the defendant's] sports memorabilia, comic book collection and other personal items that were included on Schedule A and were to be returned per [the] divorce agreement. Their child told the father items are in the house." See Docket Entry No. 241. A

hearing was held on that matter and on December 24, 2020, the court issued an order that provided the following: "Regarding father's request for certain belongings including sports memorabilia and comic books from the marital residence, mother shall ask the minor child if he is aware of where these items are located. If those items are found, mother shall provide the items to father." See Docket Entry No. 241.20.

Given that the court has previously dealt with this matter, the matter is barred by the doctrine of res judicata. Res judicata, or claim preclusion, "express[es] no more than the fundamental principle that once a matter has been fully and fairly litigated, and finally decided, it comes to rest." (Internal quotation marks omitted.) *Carol Management Corp.* v. *Board of Tax Review*, 228 Conn. 23, 32, 633 A.2d 1368 (1993). Generally, for res judicata to apply, four elements must be met: (1) the judgment must have been rendered on the merits by a court of competent jurisdiction; (2) the parties to the prior and subsequent actions must be the same or in privity; (3) there must have been an adequate opportunity to litigate the matter fully; and (4) the same underlying claim must be at issue. See, e.g., *Tirozzi* v. *Shelby Ins. Co.*, 50 Conn. App. 680, 686-87, 719 A.2d 62, cert. denied, 247 Conn. 945, 723 A.2d 323 (1998); see also *Wheeler* v. *Beachcroft*, LLC, 320 Conn. 146, 156-57, 129 A.3d 677 (2016) (providing elements for doctrine of res judicata). The court finds those four elements have been met in this case.

The defendant also claims that the plaintiff has filed vexatious and frivolous pleadings and motions constituting harassment directed toward him which has resulted in continued financial abuse and caused him "significant financial disparity." The court cannot find the same. "[T]o establish a claim for vexatious litigation at common law, one must prove want of probable cause, malice and a termination of suit in the plaintiff's favor. . . . The statutory cause of action for vexatious litigation exists under . . . [General Statutes] §52-568, and differs from a common-

law action only in that a finding of malice is not an essential element, but will serve as a basis for higher damages. . . . In the context of a claim for vexatious litigation, the defendant lacks probable cause if he lacks a reasonable, good faith belief in the facts alleged and the validity of the claim asserted." (Internal quotation marks omitted.) *MacDermid, Inc.* v. *Leonetti*, 158 Conn. App. 176, 183, 118 A.3d 158 (2015). While the court notes the significant number of motions filed in this case and the level of conflict, the court cannot find the same was done to harass or that the motions were brought to cause "significant financial disparity," but finds that the plaintiff is seeking to enforce the agreement and court orders that were previously entered. The court, given the orders and the parties' actions, also finds that the plaintiff had probable cause for the filing of the same.[6]

Also as a part of his motion, the defendant claims that the plaintiff fails to comply with a court ordered obligation to include him in scheduling, consultation and decision making, medical appointments, and educational extracurricular activities for their shared child, in violation of the custody agreement. The defendant further claims that the plaintiff has violated the joint custody agreement by scheduling appointments for the child without prior consultation with the defendant regarding his availability, causing undue financial burden on the defendant, who is responsible for paying the fees associated with said appointments. The defendant further claims

[6] "A vexatious suit is a type of malicious prosecution action, differing principally in that it is based upon a prior civil action, whereas a malicious prosecution suit ordinarily implies a prior criminal complaint. To establish either cause of action, it is necessary to prove want of probable cause, malice and a termination of suit in the plaintiff's favor. . . . Probable cause is the knowledge of facts sufficient to justify a reasonable person in the belief that there are reasonable grounds for prosecuting an action. . . . Malice may be inferred from lack of probable cause. . . . The want of probable cause, however, cannot be inferred from the fact that malice was proven." (Internal quotation marks omitted.) *Ferri* v. *Powell-Ferri*, 200 Conn. App. 63, 67-68, 239 A.3d 1216, cert. denied, 335 Conn. 970, 240 A.3d 285 (2020).

that the plaintiff has violated the joint custody agreement by changing passwords, thereby denying him access to information relative to the child, in addition to other actions effectively thwarting their co-parenting agreement. The court cannot help but note the rancor, dislike, and distrust of the parties to this case relative to one another, with both sides claiming the other party is abusive and harassing.

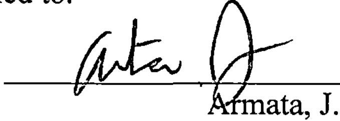
Because the defendant has failed to meet his burden of proof, the motion is denied. The court notes the difficulty the parties have in communicating with each other notwithstanding court orders attempting to rectify the same. Accordingly, both parties are ordered to inform the other of any medical appointments or activities for the minor child.

Motion #374

On April 11, 2024, the plaintiff filed another motion for contempt. See Docket Entry No. 374. In it, she alleges that the defendant did not comply with the court order. Specifically, she states that "[t]he defendant paid support for the week of 3/22/24 short. He took a $30.00 deduction for a haircut for our son that he paid for." See Docket Entry No. 374. She asks that the defendant be held in contempt and requests an immediate wage withholding order.

In reviewing the evidence presented and hearing the testimony of the parties, the defendant admits that he did deduct $30.00 for the haircut for their son. He alleges that the plaintiff booked the haircut during his time so that he would have to pay for it, and he did not feel that was fair. In response, the plaintiff indicates that she pays for the son's haircuts on a regular basis and with the son needing a haircut every two weeks, she felt it was appropriate that the defendant should bear some of that financial responsibility. The plaintiff admits she booked the haircut during the defendant's parenting time, and the defendant testified that the barber is his barber and a friend of his. The court, however, cannot find any existing court order relative to haircuts, and, therefore, declines to make a finding relative to contempt. But, in an effort to

prevent future conflicts, the court orders that the defendant may not take any offsets from court ordered monies owed to the plaintiff for money that he feels he is entitled to.



Armata, J.