

DOCKET NO.: UWYFA236070360

ASIA THOMPSON

V.

GABRIEL THOMPSON

STATE OF CONNECTICUT
SUPERIOR COURT JUDICIAL DISTRICT OF WATERBURY

2024 MAY 28 P 3: 21 WATERBURY

JUDICIAL DISTRICT
OF WATERBURY

MAY 28, 2024

MEMORANDUM OF DECISION

Before the court is the dissolution of marriage filed by the Plaintiff, Asia Thompson, bearing a return date of May 23, 2023. The court heard evidence on March 6, 2024. Neither party was represented by counsel. The court heard testimony from both parties.

Upon careful consideration of the evidence presented, the court file, and the pertinent statutory law, in particular Connecticut General Statutes Sections 46b-82, 46b-8, 46b-56, the relevant case law, the proposed orders of the parties and the financial affidavits, and having observed the demeanor and assessed the credibility of the parties at trial and the exhibits that were accepted into evidence, the court makes the following findings before entering its orders. All court findings are made by the preponderance of the evidence standard.

The testimony of the plaintiff was credible. The testimony of the defendant was not credible for the most part. The objective and documentary evidence favored the plaintiff's versions of events. The Court took judicial notice of the defendant's conviction for driving under the influence with an unsecured minor child under the age of eighteen in the vehicle, along with the court file. As financial matters were in dispute, the court unsealed the financial affidavits pursuant to Practice Book Section 25-59A (h).

FINDINGS

The parties were married on July 15, 2005, in the United States Virgin Islands. Both the plaintiff and the defendant have lived in Connecticut for at least twelve months immediately before the filing of this divorce complaint. All Statutory stays have expired. The marriage has broken down irretrievably with no reasonable prospect of reconciliation. Jada S. Thompson, D.O.B.: 2/24/2010 is the biological child of both of the parties. Neither the parties nor their child have received financial assistance from the State of Connecticut or any municipality in this state.

The plaintiff alleges alcoholism, drug abuse, gambling, and infidelity on the part of the defendant. The defendant alleges that the plaintiff was unfaithful. The parties agree that the court need not consider fault in determining the financial and custody issues before the court.

The plaintiff is employed at Hamden Public Schools as a special education administrator supervisor. She has been so employed for approximately two years. Prior to Hamden, she was employed as a special education teacher in the City of Hartford for two years and prior to that she was employed by the Waterbury Public Schools as a special education teacher for ten years. The job with the City of Waterbury was the plaintiff's first public school teaching position.

The defendant is a contractor employed by Waters Construction Company in Bridgeport, Connecticut. He states that he is laid off seasonally. The defendant earned fifty-five thousand one hundred three dollars and ninety-three cents (\$55,103.93) in 2023.

The plaintiff and the defendant purchased the real property known as 45 New Haven Avenue in Waterbury in August 2015 for seventy-five thousand dollars (\$75,000.00). Both the home and the mortgage are solely in the plaintiff's name. The reason for this is the defendant's poor credit rating. The plaintiff has paid the mortgage for the entire duration of the home ownership and has provided documentation to the court that she has provided documentation of payments for at least the last three

years. She presented evidence of the payment of utilities and repairs to the home as well. In addition to paying the mortgage, the plaintiff took care of everything in the home, from snow removal to lawn care to purchasing a new sump pump. She acknowledged that the defendant paid approximately ten thousand dollars (\$10,000.00) toward the downpayment of the house. The defendant claims to have paid thirty-six thousand dollars (\$36,000.00) toward the downpayment of the house. The plaintiff lives at the marital home, along with the minor child. The defendant lives in New Britain with a relative.

The defendant offered no evidence or documentation with respect to maintenance of the home and agrees that the plaintiff pays the monthly mortgage. He claims to have paid various utility bills, but his testimony contradicted the evidence presented by the plaintiff. Specifically, the plaintiff alleges that she received turn off notices for several of the utilities and paid the same out of her account. One such letter was accepted into evidence, along with documentation of same. Neither party presented an appraisal of the home. The court defers to the plaintiff's financial affidavit on this point. The defendant does not dispute this value. The plaintiff described buying it in a foreclosure. The fair market value of the home per the plaintiff's financial affidavit and Zillow is two hundred eighty-one thousand dollars (\$281,000.00).

General Statutes § 46b-81 recognizes "all forms of presently existing interests as property subject to distribution." *Lopiano v. Lopiano*, 247 Conn. 356, 371 (1998). Legal title to the property does not by itself determine whether it is part of the marital estate. *Watson v. Watson*, 221 Conn. 698, 711-12 (1992).

The defendant is entitled to a portion of the marital home based upon the fact that it was purchased by the parties during the marriage.

The plaintiff pays for all the expenses associated with the home. She pays life insurance for her family. The parties maintained separate bank accounts throughout their marriage. The plaintiff is

responsible. The defendant is not. He is a high roller at the casino and enjoys smoking marijuana and consuming alcohol. He won a free cruise for two as the result of his VIP status with the casino.

The minor child has a strong bond with both of her parents. The plaintiff acknowledges that the child should see her father but is very concerned for the child's safety. The defendant was convicted of drunk driving and risk of injury to a minor for an incident whereby he was under the influence of alcohol and/or drugs in 2017. The minor child was with him in the car at the time. The defendant continues to smoke pot and drink alcohol. There is also documented domestic violence in the marriage. A protective order was issued in connection with a 2023 arrest at the marital home. There are additional allegations of domestic violence between the defendant and a girlfriend, which the minor child is aware of. The minor child has called the plaintiff to pick her up when she is with the defendant and becomes scared. There is no question that the defendant loves his daughter. However, there are other factors that the court has also considered in determining what is in the best interests of the minor child, including but not limited to those set forth in Connecticut General Statutes 46b-56.

This court has based its decision on the needs of the child, the capacity, and the disposition of the parents to understand and meet the needs of the child, the ability of each parent to be actively involved in the life of the child, the stability of the child's current residence in determining what is in the best interests of the minor child. The plaintiff is and has been the primary parent of the minor child. Jada has lived with her mother consistently since her birth. She is described as a great kid who loves the defendant. She attends a magnet school and does very well academically. The plaintiff enrolled the minor child in a lottery for the magnet school. The plaintiff provides a stable environment for Jada. The defendant currently has no permanent home. He resides with a niece in New Britain. He is a gambler, a drinker and a user of marijuana, all habits that are not conducive to parenting a fourteen-year-old girl. The defendant does not have the capacity and disposition to understand and meet the needs of the minor child. The child has been exposed to domestic violence between the defendant and his girlfriend.

ORDERS

1. The plaintiff shall have sole custody of the minor child. The defendant shall enjoy reasonable and flexible parenting time as agreed to by the parties. The defendant shall not smoke marijuana in front of the child and shall not drink alcohol or use marijuana prior to or during his parenting time with the minor child.
2. Each parent may have reasonable telephone contact with the minor child during the child's normal waking hours.
3. The parents will share holidays as they may agree from time to time.
4. Each parent is entitled to two weeks of summer vacation with the minor child and will work out the details of the summer vacation thirty (30) days prior to the scheduled trip. The two weeks may not be consecutive unless agreed to in writing by the parties.
5. The defendant will be responsible for picking up and dropping off the minor child for his parenting time.
6. A parent who travels overnight outside of Connecticut with the child will keep the other parent informed of the travel plans, including transportation information addresses, and telephone numbers at which the travelling parent and child may be reached.
7. The plaintiff will provide medical and dental insurance for the minor child.
8. Neither party is responsible for maintaining life insurance for the benefit of the other.
9. The defendant shall pay two hundred fifty-seven dollars (\$257.00) weekly in child support to the plaintiff. The plaintiff shall pay 45% percent of unreimbursed medical expenses and the defendant shall pay fifty-five (55%) of unreimbursed medical expenses. The defendant shall pay fifty five percent (55%) of childcare contribution. The child support order is based upon his year-to-date

income provided by the plaintiff and his financial affidavit filed on June 15, 2023. The defendant is laid off seasonally. This child support order reflects him working at the present time.

10. Both parties agree that the plaintiff and the minor child shall remain in the marital home. The plaintiff shall make efforts to secure a mortgage/remortgage of the property to pay the defendant thirty percent (30 %) of the home's fair market value as determined by an appraisal. The plaintiff shall have six months from the date of this judgement to secure said financing.
11. If the plaintiff is unable to secure a mortgage per above, the house shall be listed for sale at its fair market value as recommended by a licensed real-estate broker within one year of the plaintiff's six months' time frame for refinancing. The net proceeds of this sale shall be divided as follows: seventy percent of the net proceeds to the plaintiff and thirty percent of the net proceeds to the defendant. Net proceeds are defined as the amount left after all mortgages, taxes, liens, closing costs and any other costs associated with the sale of the house are paid. The court shall retain jurisdiction over the home as a marital asset and its division as referenced above.
12. The plaintiff has a pension that began to accrue during the marriage. The defendant also has a pension that began to accrue during the marriage. The parties' retirement assets shall be equalized. The court retains jurisdiction over the parties' retirement assets, including preparation and approval of qualified domestic relations orders as necessary. The cost of any qualified domestic relations order shall be paid by the defendant.
13. Neither party shall pay alimony to either party.

14. The mother will claim the minor child as a dependent for tax purposes in even years. The Father shall claim the minor child as a dependent on taxes in odd years.

The Court




Ann Lawlor, Judge

5-28-24 Copies mailed this date to:

Asia Thompson

Gabriel Thompson

Reporter of Judicial Decisions (emailed)


ASSIST. Clerk