

DOCKET NO. FBT FA-23-6122603-S

OFFICE OF THE CLERK
SUPERIOR COURT

SUPERIOR COURT

JENNIFER CHANDLER KANE

2024 MAY 30 P 4: 19

J. D. OF BRIDGEPORT

VS.

JUDICIAL DISTRICT
OF BRIDGEPORT

AT BRIDGEPORT

SEAN PATRICK KANE

MAY 30, 2024

MEMORANDUM OF DECISION

A complaint seeking a dissolution of marriage was filed by Jennifer Chandler Kane on March 22, 2023 against Sean Patrick Kane with a return date of April 18, 2023.

A trial was conducted on January 31, 2024. Both parties were given until February 14, 2024 in order to file their respective closing arguments and briefs.

At the conclusion of the evidence, an interim order was made judicially conveying the marital residence to the plaintiff wife, in accordance with the provisions of Connecticut General Statutes § 46b-81. The property is located at 71 Ranglely Dr., Trumbull, CT. The wife was ordered to immediately list the property for sale. The court, in ordering this conveyance, was taking into consideration credible evidence that there was a pending foreclosure action against the marital residence due exclusively to the fault of the defendant husband.

The parties were married in Fairfield, Connecticut on September 26, 1998.

The marriage has broken down irretrievably and the Court dissolves the marriage. The Court finds that the breakdown of the marriage is the fault of the defendant.

The parties were blessed with three children, Charles Burke, George Patrick and John. Only Charles is a minor child of the parties.

No other children have been born to the wife since the date of the marriage.

At least one party has resided continuously in the state of Connecticut for at least 12 months prior to the filing of this complaint.

5/30/24: Mailed to plaintiff's counsel, self-represented defendant, and GAL. Notice to RJD. Jennifer Chandler Kane Asst. Clerk

Neither party has been the recipient of any form of state or public assistance from the State of Connecticut nor any of its towns or municipalities.

Throughout most of the marriage Mr. Kane provided most of the financial support while Ms. Kane was the primary parent and stay at home mom. Mr. Kane acknowledged that the children are successful in large part because of the role played by Ms. Kane as their mother.

Mr. Kane's irrational and criminal behavior and his abuse of alcohol resulted in a spiraling downward of the marriage in terms of relationships with the family members and with the family finances. He experienced repeated arrests for domestic violence and violations of protective orders. He was both fiscally irresponsible and he financially abandoned the family thereby causing substantial hardships to the family. He never disclosed the financial crises which he created for his family, which included a foreclosure action and a judgment lien placed upon the marital residence.

The Court orders that Mr. Kane continue with ongoing individual counseling to assist him in demonstrating that he is committed to a sober life. His irresponsible conduct has clearly deteriorated any relationship between himself and his children. In this regard, the Court must acknowledge and compliment the G.A.L., Attorney Finch, for his willingness to continue to assist this family even though his appointment as Guardian ad litem has been previously vacated.

The Court orders that Miss Jennifer Kane have sole legal and physical custody of their minor child. Any parenting time with Mr. Kane shall be in Jennifer Kane's sole discretion as it will obviously require that Mr. Kane demonstrate a change of lifestyle. The consent of the child shall also be a condition to any parenting time with the father.

The Court finds that the fees charged by the Guardian ad litem are fair and reasonable. The total Guardian ad litem fees of \$6545.00 is to be paid equally by the parties. Since the

plaintiff wife has already paid \$2500.00 of these fees, Mr. Kane is ordered to pay \$3275.50 and Ms. Kane is ordered to pay the balance of \$772.50. Payments to the Guardian ad litem are ordered to be paid within 60 days of the date of this judgment.

The continued services of the Guardian ad litem services may continue for a period of 180 days from the date of this judgment. Mr. Kane shall cooperate in providing to the GAL any information concerning his therapy and his efforts to obtain and maintain his sobriety. The Guardian ad litem may use the information obtained to encourage his ward's parenting with his father. All fees for these post judgment services shall be paid solely by the father at the same hourly rate. The defendant shall pay a retainer the amount of \$1000 within 30 days of this judgment for these services.

With regards to child support and alimony, Mr. Kane submitted a financial affidavit which the Court finds to be incredulous. He is ordered to make diligent efforts to secure employment in accordance with his training and experience and skills. He is ordered to pay child support in the weekly amount of \$89.00 in accordance with the child support guidelines and premised upon minimum wage earnings. The Court presently finds minimum wages to be his nominal earning capacity and subject to further review.

With respect to alimony, the Court awards to the plaintiff one dollar per year (\$1.00) until the death of either party or Ms. Kane's remarriage. The Court does not award any alimony to the defendant.

With regards to retirement accounts, Ms. Kane suffered from the illegal transactions engaged in by Mr. Kane by liquidating the plaintiff's retirement assets without any permission from Ms. Kane.

Ms. Kane shall retain all her interest in its entirety of her retirement account, free from any claim by Mr. Kane. The Court orders Mr. Kane to indemnify and hold Ms. Kane harmless with respect to any tax obligations created by Mr. Kane's conduct.

Mr. Kane is solely liable for all debts listed on his financial affidavit and he is ordered to indemnify and hold harmless Ms. Kane with regards to any claims made thereon.

Also, Mr. Kane is held responsible for any joint income tax liability. The Court finds that any tax delinquency is entirely attributable to Mr. Kane and that this liability arose solely during Mr. Kane's employment.

The defendant husband is ordered to provide to the plaintiff wife's counsel with all year to date pay stubs and any evidence of income for the year 2024. In addition, he is ordered to provide any year-end W-2s, 1099's and evidence of income for 2023. The wife shall have a de novo review of all child support and alimony orders to be retroactive to the date of this judgment once the information is received.

The defendant shall pay 50% of all extracurricular activities of the minor child and 50% of all unreimbursed uninsured medical dental optical orthodontic pharmaceutical and psychiatric expenses of the children until they attain the age of 23 or upon graduation from college.

The defendant husband shall furnish the plaintiff wife with a copy of his federal and state tax returns by no later than the 15th day of April of each year. This order shall continue until he is no longer obligated to pay alimony, child support and any post majority educational expenses.

Each party shall be liable for their own health insurance coverage. Eligible children shall continue to be covered by the plaintiff wife's health insurance until they attain the age of 23 or

upon their graduation from college, as available through her employment and at a nominal reasonable cost.

The plaintiff shall be entitled to claim the income tax dependency allowances for the children for income tax purposes so long as the child qualifies.

The defendant husband shall maintain a term life insurance policy upon his life having a death benefit of at least \$250,000.00 naming the plaintiff wife as the beneficiary. He shall provide written verification to the wife of the policies existence and fully paid premium within 30 days of the date of this judgment.

The interim temporary order concerning the disposition of the marital premises is incorporated by reference into this final judgment.

The defendant shall be solely liable for the civil judgment lien now encumbering the property arising out of his unpaid American Express credit card account in the amount of \$71,215.19.

However, the Court finds that a list pendens recorded on April 28, 2023 by the plaintiff predates the American Express judgment lien and is found to be superior in right to the claim of American Express against the equity in the property which has been awarded entirely to the plaintiff wife.

The defendant shall retain his motor vehicles, a 2011 Volkswagen, 2014 Audi and a 2012 GMC Denali.

The plaintiff shall retain her America's first credit union checking and savings accounts free from any claim by the defendant husband. She shall also retain her TIAA 401K and M & T IRA free from any claim by the husband.

The defendant shall retain his Bancorp checking account, certificate of deposit and M&T bank stock free from any claim by the plaintiff.

The Court finds that, had the parties remained an intact family, it is more likely than not that each parent would have contributed to the post-majority educational expenses of their children in accordance with the best of their ability. The Court shall retain jurisdiction to enter orders pursuant to Connecticut General Statutes § 46b-56c in the event the parties cannot agree.



RODRIGUEZ, J.T.R.