

DOCKET NO.: WWM-FA 23-5015575-S

BROUILLARD, KAYLA E.

V.

BROUILLARD, ZACHARY J.

**FILED**

APR 30 2024

SUPERIOR COURT  
JUDICIAL DISTRICT OF WINDHAM

SUPERIOR COURT

J.D. OF WINDHAM

AT PUTNAM

April 30, 2024

**MEMORANDUM OF DECISION**

The court has fully considered the applicable statutes including but not limited to General Statutes §46b-56, General Statutes §46b-56(c), General Statutes §46b-81, General Statutes §46b-82, and General Statutes §46b-84, as well as the testimony, evidence, applicable case law, the demeanor and credibility of the witnesses, and proposed orders in making the findings of fact and entering the orders that issue in this decision.

**FINDINGS OF FACT**

***Jurisdictional Findings***

The parties married on April 4, 2013, in Lebanon, Connecticut. The parties have resided in Connecticut for a continuous period of at least twelve months immediately preceding the institution of this action. There are two children who are issue of this marriage: Russell Brouillard born in May of 2015, and Liliana Brouillard, born in May of 2017. There is no chance of pregnancy. Neither party has received financial assistance from the State of Connecticut or any municipality therein, except for Husky Insurance. The allegations of the complaint are proven and true; the marriage of the parties has broken down irretrievably, with no possibility of reconciliation. The court has jurisdiction over the parties and the marriage, and all statutory stays have expired.

*Copies sent to all parties of record on 4/30/2024. J. Sullivan*

### ***The Parties***

The plaintiff wife is 32 years old. The plaintiff grew up around horses and trained under a cowboy. After completing some college, she returned home. She previously worked full time at Tractor Supply, Mackey's, a golf course, and K-9 Central Connecticut, a dog training facility. She worked "cash jobs" including dog training, horse training, cleaning houses, crafts, and her photography business, Rustic Pony, LLC. The plaintiff testified that she was unable to work full time after her son was born in 2015 and transitioned to being a stay-at-home working mother. In June or July of 2023, she returned to work and is currently working part-time at K-9 Central Connecticut and continues her cash jobs. She is currently living with the children and renting a home in Colchester.

The defendant is 31 years old and works full time as a field technician for Savy & Sons, LLC. Prior to his current position he worked at Tangletree Quarter Horse Farm, at a boat wrapping and detailing company, and for six years worked full time at Eco Recovery Solutions. He had a business Z&K Resin and is currently living with his girlfriend in Coventry.

The parties met while working at Tangletree Quarter Horse Farm and began dating in 2011. They married on April 4, 2013, their son was born in 2015, and their daughter was born in 2017. The children are currently enrolled in public school full time. In 2020, the parties purchased a home; the mortgage and deed are in the husband's name. The plaintiff testified that the past two to three years have been difficult as she felt she was not seen or heard. The parties engaged in counselling, but the communication issues remained, and the marriage broke down irretrievably. The defendant moved out in September 2023.

### **DISCUSSION**

## *Alimony*

"[T]he ordinary, but not necessarily exclusive, purposes of alimony are either to allow the supported spouse to continue enjoying the standard of living that he or she enjoyed during the marriage or to allow the supported spouse to become self-sufficient . . . ." *Cohen v. Cohen*, 327 Conn. 485, 504 (2018). "There is no absolute right to alimony. . . . Awards of alimony incident to a marital dissolution rest in the sound discretion of the trial court." (Citations omitted.) *Weinstein v. Weinstein*, 18 Conn. App. 622, 637 (1989).

In determining whether alimony should be awarded the court is guided by General Statutes § 46b-82 which sets out the following factors the court must consider: length of the marriage; cause of the breakdown; age of parties; health of parties; station in life; occupation; amount and sources of income; earning capacity; vocational skills; education; employability; estate and needs of parties; division of property; custody arrangements; and the desirability of the custodial parent's securing employment.

The parties have been married for eleven years. Both parties are of similar age and are currently working. Neither party testified as to any medical conditions that would impact their ability to work. The mother has primary residence of the children. The husband was solely responsible for all the marital bills including the mortgage, household utilities, car payments, and insurance. The marital home was sold in May of 2023 and the funds for those accounts will be distributed herein.

The plaintiff testified that her role as a stay-at-home mother impacted her ability to further her education, and her ability to develop a career that allowed her to grow financially. She also testified that caring for the children impacted her ability to work full time. When pressed on

this issue, she indicated that the children would have vacation days and sick days and therefore it was not possible to work full time. The plaintiff did not finish college and did not indicate she had a desire to do so. She did however indicate that she required additional training with horses, and she would have to obtain an internship which was impossible as given her childcare responsibilities. The court did not find the plaintiff's testimony regarding her rationale for not working, or her ability to obtain the required training, credible.

Although the plaintiff testified that she was a stay-at-home mother between 2015 - 2023, her testimony as well as the defendant's testimony indicated that she was a working stay at home mother, earning money through cash jobs, including her business, Rustic Pony, LLC. The plaintiff had access to and used the marital account and had her own bank account in which she deposited the funds she earned.

The defendant credibly testified as to his employment with Savy & Sons, including the night differential, and overtime hours. The defendant is expected to receive a promotion which would give him more flexibility and therefore allow for more time with the minor children.

The plaintiff requests the court award her \$1200 per month in alimony. The defendant disagrees and requests no alimony be awarded to either party. Based on the facts and circumstances of the case and considering the credibility of the parties, the court finds that although the plaintiff prefers part-time cash jobs, she is, based on her experience, able to obtain full time employment.

Having considered the statutory grounds in General Statutes § 46b-82 the court finds that the plaintiff is entitled to alimony for a set period, so that she can become self-sufficient. Given

the facts of this case, including the plaintiff's experience, the court will order alimony for a period of one year.

### ***Custody***

Based on the factors enumerated in General Statutes § 46b-56 (c), the parties shall have joint legal custody. The court heard testimony that the parties themselves had difficulties communicating through the marriage and since the divorce. However, the plaintiff testified that until recently, they were able to agree on matters regarding the children. The defendant credibly testified that he was upset with the plaintiff's proposed orders as they related to alimony. The court recognizes that both parents are inconsistent with phone calls (father) and communicating changes in access and pick up/drop off (mother), but the court did not hear credible testimony that the parents could not align on issues related to the best interests of their children.

### ***Child Support and Post Secondary Educational Support***

Pursuant to Child Support General Statutes § 46b-84, parents are obligated to maintain a minor child according to their respective abilities. A parent's obligation to support an unmarried minor child continues until the child completes the twelfth grade or attains the age of nineteen, whichever comes first.

The court finds the presumptive amount of child support, based on actual earnings, payable by father to mother is \$297 per week for two children, in accordance with the child support guidelines.

The court finds that it is more likely than not that if the family remained intact, the parties would have contributed to the post-secondary education of their minor children.

## *Property*

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. v. Watson*, 221 Conn. 698, 711-12 (1992). "The assignment of property in a marital dissolution rests in the sound discretion of the court." *Ridgeway v. Ridgeway*, 180 Conn. 533, 544 (1980).

The most significant asset was the marital home. On January 19, 2024, the parties sold the marital home for \$360,000. After closing costs and paying off the first mortgage, the defendant received a total of \$87,119.25. The defendant provided credible testimony regarding the expenses he incurred to sell the home including a new water heater, mold abatement, and a credit to the buyer for a new septic tank totaling \$11,746. The defendant requests reimbursement of these items however the court disagrees. The defendant was solely responsible for the household bills and did not ask plaintiff for contributions, as such the court will not award the defendant a credit for expenses associated with selling the marital home.

The defendant testified and provided evidence of items the plaintiff took from the marital home and asks the court for a credit. The court disagrees that the defendant is entitled to a credit for any items belonging to the children including toys, shoes clothing, bedroom furniture, video gaming systems, or an iPad. Similarly, the court will not award reimbursement for the cell phone bill, automobile insurance, car payments, insurance deductibles, extracurricular activities, property taxes, ammunition, saws, drills, sofa, television, tablets, dumpsters, U-Haul, or negative equity for the GMC Sierra. The court will, however, award the defendant one half (\$2,500) of the cash taken from the safe.

The maternal grandmother provided testimony regarding items that she purchased for the couple. Maternal grandmother and mother credibly testified that the generator belonged to maternal grandfather and plaintiff was required to return it to him.

The defendant provided credible testimony that the 2022 tax refund was used for bills associated with the marital residence and he will not be obligated to reimburse the plaintiff.

### ORDERS

1. The marriage of the parties is dissolved on the grounds of irretrievable breakdown. The parties are declared to be single and unmarried.
2. Alimony
  - a. The court orders alimony of \$500 per month payable by husband to wife for a period of one year.
  - b. This amount is modifiable as to amount.
  - c. This amount is not modifiable as to term.
  - d. Payments shall be made via Venmo.
3. Custody and Access
  - a. The parents shall share joint legal custody of the minor children Russell and Liliana Brouillard.
  - b. The plaintiff mother shall have primary residence.
  - c. The defendant father shall have access with the minor children the first, second, and third weekend of every month from Friday at 6:00pm until Sunday at 6:00pm. The father shall be entitled to a mid-week dinner visit with the minor children on Tuesdays from 5:30pm – 8:30pm.

- d. Each parent shall be entitled to telephone/video calls with the minor children when they do not have access, during normal waking hours. Times shall be by mutual agreement of the parties based on the children's and the parties' schedules.
  - e. Should the parties have scheduling conflicts with pick up and drop off or if they must change their access days, absent emergency, they shall give the other parent notice of no less than twenty-four (24) hours.
4. Transportation: The parties shall share transportation of the minor children. The location shall be determined by mutual agreement of the parties.
5. General Parenting
- a. Each parent shall have a continuing responsibility to provide a residential, mailing, or contact address and telephone number to the other party.
  - a. Each parent shall promote a healthy, beneficial relationship between the minor children and the other parent and will not disparage, demean, criticize, or speak negatively in any manner that would damage the relationship between either parent and the minor children. This includes not allowing third parties to disparage the other parent in the presence or within earshot of the minor children.
  - b. Neither parent shall discuss adult issues with the children or do anything that may estrange the children from the other parent or injure the children's opinion of the other parent, nor act in such a way as to hamper the free and natural development of the children's love and respect for the other parent.
  - c. Each parent shall take all steps necessary to ensure that they are both listed as the children's parents on all medical, educational, and extracurricular activity forms.



- d. The parties shall be equally entitled to all information regarding the minor children's progress in school and shall have equal rights to inspect and receive the children's school records, and to participate in and attend the children's school events.
- e. The parties shall be equally entitled to all information regarding the minor children's medical records and shall have equal rights to inspect and receive medical records, and to participate in and attend the children's medical appointments. The term medical includes but is not limited to medical, dental, orthodontic, ophthalmological, optical, pharmaceutical, psychological, psychiatric, therapeutic, and hospital expenses.
- f. Each parent shall furnish the other with copies of any report received from third persons regarding the health, education, or welfare of the children.
- g. Except as otherwise agreed, neither parent shall plan activities for the children during the time the children are to be with the other parent without advance consent of the other parent.
6. Neither parent shall abuse alcohol, prescription medication or use illegal drugs when the minor children are in their care.
7. A party seeking to relocate within Connecticut shall give the other party 90 days' notice regarding said move.
8. Neither party shall relocate outside of the state of Connecticut without consent of the other party or further order of the court.

#### 9. Holidays and Special Occasions

- a. Children's Birthdays: The parents shall share the minor children's birthdays as they may mutually agree. If the parents cannot agree, they shall alternate the minor children's birthday with the mother having even numbered years and the father odd numbered years. The parent not having access shall be entitled to call the minor child without interference by the other parent.
- b. Parent's Birthdays: Should the parents' respective birthdays fall outside their parenting time, they shall have reasonable parenting time of no less than two (2) hours with the children. If access is not possible given the parents' or the children's schedules, the parent with access shall facilitate a phone call between the children and the non-custodial parent, to wish their parent a happy birthday.
- c. Easter: The plaintiff shall have the children beginning 6:00pm the Saturday evening before Easter until Easter Sunday at 12:00pm and the defendant shall have access beginning Easter Sunday at 12:00pm until 6:00pm, in even numbered years. The defendant shall have the children beginning at 6:00pm the Saturday evening before Easter until Easter Sunday at 12:00pm and the mother shall have access beginning Easter Sunday at 12:00pm until 6:00pm in odd numbered years. Regular access will resume on Easter Sunday at 6:00pm.
- d. Mother's Day shall be with mother. This day shall be defined as Sunday from 10:00am until 6:00pm. Regular access shall resume at 6:00pm.
- e. Memorial Day: The mother shall have the minor children in even numbered years and the father shall have the minor children in odd numbered years. Memorial Day shall be defined as Monday from 10:00am until 6:00pm.

- f. Father's Day shall be with father. This day shall be defined as Sunday from 10:00am until 6:00pm. Regular access shall resume at 6:00pm.
- g. Independence Day/July 4th: The mother shall have the minor children in all odd numbered years and the father in even numbered years. Independence Day/July 4th shall be defined as Monday from 10:00am until 6:00pm.
- h. Labor Day: The mother shall have the minor children in all even numbered years and the father in all odd numbered years. Labor Day shall be defined as Monday from 10:00am until 6:00pm.
- i. Halloween: The mother shall have the minor children in all odd numbered years and the father in even numbered years. Halloween shall be defined as lasting from after school until after trick-or-treating or 6:00pm if there is no trick-or-treating.
- j. Thanksgiving: The father shall have the children on Thanksgiving Day from 9:00am until 6:00pm and the mother shall have access the day after Thanksgiving on Friday from 9:00am until 6:00pm each year.
- k. Christmas Eve/Christmas Day: The mother shall have access on Christmas Eve beginning at 10:00am until 8:00pm, and the father shall have access with the children from 8:00pm Christmas Eve until 4:00pm Christmas Day. Regular access begins at 4:00pm Christmas Day.
- l. Federal and state holidays including Martin Luther King, Jr. Day, Lincoln's Birthday, Presidents' Day, Columbus Day/Indigenous People's Day, Juneteenth, Veterans' Day, etc., shall follow the regular access schedule.
- m. All other holidays shall be shared as mutually agreed by the parties.
- n. All transportation shall be shared by mutual agreement of the parties.

- o. This schedule may be modified by mutual agreement of the parties, in writing.

#### 10. Vacation

- a. The parties shall each have two (2) non-consecutive weeks of vacation annually with the minor children, which shall supersede the regular access schedule but does not supersede the holiday access schedule.
- b. The parties shall provide no less than sixty days' notice of their vacation schedule, unless the parties mutually agree, in writing, otherwise.
- c. Any parent traveling out of state on vacation with the minor children shall give the other parent notice of the trip, and shall provide the location, and a telephone number where the minor children can be reached.
- d. Vacation requests shall not be unreasonably withheld.
- e. In the event of a conflict or impasse, the plaintiff mother shall have first choice in even-numbered years and the defendant father in odd-numbered years.
- f. The parties may mutually agree to expand vacation access.

#### 11. Child Support

- a. The father shall pay the mother child support in the amount of \$297 per week, for two children, in accordance with the guidelines.
- b. The court finds cause for the child support to be paid by contingent wage withholding.
- c. Payments shall be made via Venmo on Fridays.

12. Medical: The parties shall provide medical and dental insurance coverage for the minor child by keeping HUSKY insurance until such time as they can get medical coverage that is available to her at a reasonable cost. Reasonable cost is defined as 5% of net income

for a low-income parent of 7.5% of net income for a parent who is not low-income according to the Guidelines.

13. Unreimbursed Healthcare:

- a. In accordance with the Child Support Guidelines, the plaintiff shall pay 49% and the defendant shall pay 51% of any unreimbursed health care expenses for the child that are not covered by insurance or reimbursed in any other manner. This includes, but is not limited to medical, dental, orthodontic, ophthalmological, optical, pharmaceutical, psychological, psychiatric, therapeutic, and hospital expenses.
- b. The parent incurring the cost, shall send the other parent proof of payment, as soon as practical, in writing. The reimbursing parent shall have thirty (30) days from receipt to remit payment.

14. Childcare Contribution:

- a. In accordance with the Child Support Guidelines, the plaintiff shall pay 49% and the defendant shall pay 51% of any qualifying childcare costs for the children.
- b. The parent incurring the cost, shall send the other parent proof of payment, as soon as practical, in writing. The reimbursing parent shall have thirty (30) days from receipt to remit payment.

15. Extracurricular Expenses:

- a. The parties shall share equally (50%/50%) of all agreed upon extracurricular activity expenses for the minor children.
- b. The parties shall agree, in writing, regarding all extracurricular activities.

- c. The parent incurring the cost, shall send the other parent proof of payment, as soon as practical, in writing. The reimbursing parent shall have thirty (30) days from receipt to remit payment.
  - d. A parent who enrolls the children in activities, without the consent of the other parent, shall be responsible for the expense related to the activity.
  - e. A parent shall not enroll the children in an activity during the other parent's access time, without consent of the other parent.
  - f. The parents are responsible for bringing the children to any agreed upon activities, during their access time.
16. Private or Religious School: Any decision regarding enrolling the children in and paying for private or religious secondary school, shall be by mutual agreement of the parties.
17. Post Secondary Educational Support: The court will reserve jurisdiction to determine at a later date whether to enter a post-secondary educational support order and the terms of said order.
18. Property
- a. Proceeds from Sale of Marital Home and Cash from Marital Home:
    - i. Proceeds from the marital home (\$87,119.25) shall be split equally between the parties with each receiving \$43,559.62.
    - ii. Plaintiff wife shall reimburse defendant \$2,500 representing one half of \$5,000 in cash taken from the marital safe.
    - iii. The defendant husband shall pay plaintiff wife, \$41,059.62 within 30 days of this judgment.
  - b. Motor Vehicles

- i. The defendant is awarded the 2016 GMC Sierra 1500 free and clear from any claim by the plaintiff. He shall be responsible for all fees associated with the vehicle including but not limited to taxes, insurance, maintenance, and car payments.
- ii. The defendant is awarded the 2018 Jeep Grand Cherokee free and clear from any claim by the plaintiff. He shall be responsible for all fees associated with the vehicle including but not limited to taxes, insurance, maintenance, and car payments.
- iii. Plaintiff shall return the GMC Sierra 1500 as well as any keys, key fobs, and alarm fobs, to the defendant by May 15, 2024, or until she is no longer eligible to remain on defendant's motor vehicle insurance, whichever date is sooner.

19. Bank Accounts: The bank accounts that are held solely in one party's name, as set forth on the financial affidavits submitted, shall be retained by that party free and clear of any claim by the other party.

20. Debts: The parties have separately held debts. Each party shall assume full responsibility for all their own debts, including those listed on their financial affidavit, and shall indemnify and hold the other person harmless thereon.

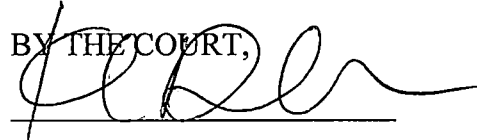
21. Retirement Accounts: The parties do not list any retirement accounts on their financial affidavits.

22. Life insurance: Neither party shall be required to maintain life insurance for the benefit of the other.

23. Medical Insurance/Expenses: The parties shall be responsible for their own medical/health insurance needs and expenses.
24. Cellular Plan: Plaintiff shall be solely responsible for the cell phone plan from the date of this judgment.
25. Businesses
- a. The plaintiff shall retain any and all interest in her business, Rustic Pony, LLC, free and clear from any claim by the defendant.
  - b. The defendant shall retain any and all interest in his business, Z&K Resin, free and clear from any claim by the plaintiff.
26. Tax exemptions: The plaintiff shall claim the minor children for federal and state income tax purposes in all even numbered years and father shall claim the minor children for federal and state income tax purposes in all odd numbered years. For example, the mother will claim the children in 2024 for the 2023 tax year, and the father will claim the children in 2025 for the 2024 tax year, and so on.

SO ORDERED.

BY THE COURT,



Judge Karen L. DeMeola