

NO. FA24-6049190

OLYA GONTEREZ

VS.

WESLEY INMAN

: SUPERIOR COURT

: JUDICIAL DISTRICT OF DANBURY

: AT DANBURY

: AUGUST 27, 2024

MEMORANDUM OF DECISION

The plaintiff commenced this custody application on February 16, 2024. The defendant was served on February 22, 2024. The minor child [REDACTED] is the natural child of the unmarried parties. She was born in July 2017. The child will enter the second grade at St. Gregory the Great for the 2024-25 school year. The plaintiff has been paying the full unsubsidized portion of the tuition. Both parties and the child have resided continuously in the State of Connecticut for at least six months immediately prior to the filing of the custody application. The house where the parties lived together in Brookfield has always been owned exclusively by the plaintiff. It is the only primary residence the child has known. Since his final move-out in June 2024, the defendant has maintained a separate condominium residence suitable to accommodate the minor child overnight.

For the first six years of the child's life, the parties were like-minded in their parenting of [REDACTED]. The work schedule of each party was such that they shared equally the care of the child and the undertaking of household chores. The relationship between the parties deteriorated over time, however, to the point where they became disrespectful and distrustful of each other. Each has been accusing the other of unwarranted jealousy, stalking, physical assault, possessiveness, name-calling and unwanted surveillance. Both parties produced credible evidence supporting these claims. While the parties cohabited in recent years, the plaintiff installed numerous video cameras in the rooms of the house and outside. The defendant wore a body camera to record his interactions with the plaintiff. Troubles in the relationship caused the defendant to consult with a family law attorney in the summer of 2023. Upon the final breakup in February 2024, the plaintiff

suggested to the defendant in writing a 50%-50% sharing of custody. She also specified an unwillingness to pay child support to the defendant. In testimony before this court, she acknowledged the defendant has been a good and loving father to [REDACTED]. The defendant testified the plaintiff has been a good and loving mother to [REDACTED].

The defendant has unconventional religious beliefs and proselytizes those beliefs in writing to others. His mother and his sister are very supportive of him as a father and they share some, but not all, of his religious beliefs. The defendant's religious beliefs have not brought about any violent actions on his part, nor do they seem to place anyone at risk of physical harm from him. His religious beliefs intermingle with an assortment of conspiracy theories. He espouses grandiose claims about his powers to influence and control the courts. He has suggested in writing that he may be justified in disregarding the orders of the court. But it has actually been the plaintiff who withheld the child from the defendant in violation of the court's visitation orders. Both parties need to understand that failure to obey the orders of the family court will not be taken lightly in the future and could be seen as justification for a future modification of the parenting schedule assigned today by the court.

The bickering of the parties has taken a toll on [REDACTED]. She has been in distress since the departure of her father not only because she misses him, but also because she is aware of the tensions between her parents. The plaintiff has wisely sought therapeutic help for the child. Neither party has harmed the child, except by badmouthing the other parent in her presence and using her as a battleground. The defendant's claim that the plaintiff has drugged the child has no credible basis in fact. The plaintiff's claim that the defendant did not care about his failing to get [REDACTED] to school on time is also specious. The child will suffer harm to her emotions the longer she is kept away from her father.

In light of the testimony and exhibits adduced in the trial of this case over three days, it is clear and convincing to this Court that the ex parte restraining order issued against the defendant on June 12, 2024, at 2:21 P.M. (DBD FA24-5020876) was unwarranted and ill-advised. This Court's ex parte order is hereby vacated. The Court is aware, however, that judges in the criminal court have issued protective orders barring the defendant from access to the minor child while criminal charges are pending regarding alleged restraining order violation(s).

The financial affidavits supplied by the parties produce Connecticut Child Support Guidelines requiring the plaintiff to pay \$282 per week in child support and the defendant to pay \$216 per week in child support. The plaintiff would be responsible for 64% of unreimbursed health care costs and qualified childcare costs; the defendant would be responsible for 36%. The minor child has benefitted from the provision of HUSKY health insurance from the State of Connecticut.

Judgment is entered at this time superseding all previous parenting orders in this case in accordance with the following

ORDERS

1. All financial documents in the file are ordered unsealed.
2. The parties shall have joint legal custody of the minor child. Both parties will be involved in all major decisions affecting the child. Recognizing that agreement will not always be possible between these parties, it is necessary to award final say to one of the parties. If, after discussion or attempts at discussion, the parties are unable to agree on a physical health treatment, an emotional health treatment, selection of a treatment provider, an education decision, decisions regarding a driver's license or acquisition of a passport, the plaintiff will have the final say.

3. In the absence of agreement about the religious upbringing of the child, the parties may make independent arrangements during their own parenting time.
4. Physical custody of the child shall be primarily with the plaintiff.
5. The defendant shall have the child on the first and third weekends of all months except July. He will also have the child on fifth weekends that fall in the months of February through June. The weekend times shall be Friday from immediately after school, or at 3:15 P.M. if school is not in session, until Sunday at 6:00 P.M. If the weekend for the defendant is followed immediately by a Monday Federal holiday, such as Labor Day, the weekend shall extend to 6:00 P.M. on Monday. The weekend will always be defined by Sunday. For example, the first weekend in September 2024, starts on Friday, August 30, 2024, because the first Sunday in September falls in that weekend.
6. The defendant shall also have the child each Wednesday from immediately after school, or at 3:15 P.M. if school is not in session, until 7:00 P.M.
7. All parenting time that is not explicitly reserved to the defendant is reserved to the plaintiff. But there are the following exceptions that apply to and supersede the regular parenting schedule.
 - A. The plaintiff shall have the child the entire month of July. The defendant shall have the child the entire month of August. The defendant is not entitled to his Wednesday or weekend parenting times during July. The plaintiff is not entitled to hands-on parenting time in August.
 - B. The plaintiff shall have every winter school break continuously with the child, but only including her own weekend. She will not encroach on the defendant's weekend time that week, but he will miss his Wednesday.

- C. The defendant shall have every spring school break continuously with the child, but only including his own weekend.
- D. The plaintiff shall have every December 24 at noon to December 25 at noon. The defendant shall have every December 25 at noon until December 31 at noon.
- E. The Court is deliberately making allowance for no other holidays, birthdays or special occasions. This does not mean the parties are barred from making alternative arrangements by advance written agreement. Absent such an agreement, the parties shall adhere strictly to the parenting schedule as set forth herein.
- F. Failure to make use of the full allotment of parenting time at any time of the year will not entitle either party to make-up time.
- 8. The defendant shall provide all transportation for his parenting time. He is allowed to arrange for a third party to handle the transportation at pick-ups and drop-offs provided he uses a person who is known to the child.
- 9. At all pick-ups and drop-offs that occur at a residence, one party and all persons with that party will remain at the car. The other party and all persons with that party will remain in the residence. The child can navigate by herself between the car and the residence.
- 10. Neither party may visit the home of the other, inside or outside, for any purpose other than the transporting of the child in accordance with the parenting schedule unless there is an explicit invitation to do so from the other party, not the child.
- 11. Neither party may tell a school, camp or other service provider that the other party is not allowed to pick up the child.
- 12. If either party plans to have the child overnight in a place other than the principal residence of that party, then that party shall provide to the other advance notice of the address where

the child will be staying. The notice shall include a telephone number so that there may be access to the child.

13. Either party traveling overnight with the child or sending the child for travel overnight outside the Tri-State area shall provide to the other party at least one week in advance the travel plans, including dates, times, arrangements for travel, places of accommodation for overnight stay and telephone access.

14. If the child is ill, she shall be tended by her parent on the regular parenting schedule.

Neither party shall hold the child back from the other on his or her parenting time because the child is sick. The exchange of the child shall take place on the usual schedule, unless the child is in the hospital. In that case, both parents shall have unfettered access to the child throughout the period of hospitalization.

15. The parties shall not use the child to deliver messages of any kind between the parties.

Neither party shall add the child to any electronic communications between them or their attorneys or third parties, whether the topic concerns the parenting schedule or financial matters or other matters. The parties shall not engage in conversations or comments concerning parenting or financial issues at any time when they are both present with the child, such as when both parties are attending activities of the child.

16. If one party initiates a communication to the other party and the message requests a response, and there is no immediate response, the initiating party shall not repeat the request until at least one hour has passed. An absolute emergency is an exception.

17. Neither party shall call upon the police or the Department of Children and Families to enforce the civil orders of this Court. Neither party shall seek or encourage anyone else to seek a wellness check on the child while the child is in the care of the other party.

18. Neither party shall surveil, videotape or record the actions or words of the other party without the prior knowledge and consent of the other party.

19. Each party shall be entitled to telephone, text, Skype, Facetime or use of other electronic means for communication with the child during the party's non-custodial time in the evening, but not later than 7:00 P.M. Neither party shall initiate communications with the child at other times when she is in the primary care of the other party in the absence of an emergency. Failure of the child to answer the telephone or return a call is not an emergency. The child shall not be barred from communicating to or contacting the other parent on her own initiative at reasonable times and with reasonable frequency. It is not reasonable for the child to be calling the other parent more than three times within a 24-hour period.

20. The child shall not be encouraged to call up one parent or the other to report on the activities in the household where she is staying or to complain about anything.

21. Neither party shall remove the child's ability to communicate with a parent as any form of punishment.

22. When the child is talking by telephone or electronic means to the other parent, the home parent shall absent himself or herself from the vicinity so that the child has privacy. Neither party shall monitor the contacts between the child and the other parent.

23. Each party shall refrain from doing anything to injure the child's opinion of her parents.

Each party shall encourage the free and natural development of the child's love and respect for the other party.

24. Neither party shall make entries on social media about the other parent or his or her relatives. Neither party shall allow any other adult, with their approval, whether family or

friend, to make negative remarks about the other party to or in the vicinity of the child, or on social media.

25. The child shall continue to be known by the surname [REDACTED] during her minority. She shall be enrolled in all schools, camps, employment, and activities in that name.

26. Each party shall be entitled to complete information from every physician, therapist, psychologist, psychiatrist, or similar professional attending the child for any reason. Each party shall be entitled to complete information from each teacher, tutor, and school giving instruction to the child.

27. Each party shall arrange for the other party's name and contact information to be listed with all service providers, including but not limited to, health care, education, recreational activities, and special occasions. The parties shall be listed as the first and second persons for contact in all circumstances.

28. Neither party shall remove the child from school during the regular school year, except for a health emergency, without the prior knowledge and written consent of the other party.

29. Neither party shall schedule a doctor's appointment or school conference or anything else for the minor child during the other party's parenting time without the prior written consent of the other party.

30. Both parties shall sign any and all documents necessary for the child to travel outside the borders of the United States at the request of the other party, as long as the country of destination is a signatory to the Hague Convention.

31. If either party has knowledge of any significant illness or accident affecting the health, safety or welfare of the child, that party shall promptly notify the other party.

32. The parties must reach mutual agreement in writing before signing the child up for any activity that encroaches into the other parent's time with the child.

33. When the parties have agreed to an activity for the child that overlaps parenting time, each shall assure that the child gets timely to practices, rehearsals, classes, performances, games, graduations, et cetera, that fall during his or her own parenting time.
34. Each party shall be entitled to attend school events, sporting activities, church events and camp activities in which the child is participating, such as games, practices, parent teacher conferences, recitals, recognitions, and graduations. Both parties shall be free to interact with the child at such events, but not with each other. Each party shall keep the other informed of any such activity or event that comes to his or her notice.
35. If the child is scheduled to participate in an activity during one party's time, that party shall arrange the transportation for the child even if the party himself or herself does not plan to attend the event.
36. As to all court orders requiring prior consent of both parties, failure to respond to a request for a deviation from the parenting schedule, or another matter requiring consent, within 48 hours of the written request shall be deemed non-agreement.
37. If the child participates in an activity for which limited numbers of spectator tickets are available to the child, the parties shall apportion the tickets equally between them.
38. Each parent is free to volunteer to assist in  organized activities. If both parents wish to chaperone a particular trip, the parent with whom the child will be spending time immediately after the trip will have the right of first refusal as to the chaperoning.
39. If either party decides to move his or her primary residence from its current location, the moving party shall inform the other party in writing in advance of the move. The moving party shall immediately provide the new street address and mailing address. Neither party shall move the child more than twenty (20) driving miles from the plaintiff's current residence without prior written agreement from the other party or prior court order.

40. Neither party shall block the other party from telephone, text or e-mail access to the other.

Upon the change of any telephone or e-mail address, the changing party shall inform the other party immediately of the new access information.

41. The plaintiff shall send to the defendant in writing each week a paragraph of information as to the wellbeing of the child, including such information as the child's developmental milestones, her health, her education, her interests, her social activities, et cetera.

42. All of this Court's orders regarding the defendant's access to the minor child are subject to protective orders in the criminal court. Existing protective orders take priority in every way. The custody schedule shall be implemented only upon the lifting of the criminal protective orders affecting access to the child.

43. The defendant shall pay to the plaintiff forthwith weekly child support for the minor child in the amount of \$216, in accordance with the Guidelines. Should he become a W-2 employee, immediate wage withholding shall apply.

44. The defendant shall also pay 36% of qualified childcare and unreimbursed health care for the minor child. The plaintiff is responsible for the remaining 64%. However, during the month of July, the plaintiff alone shall bear responsibility for the qualified childcare and summer camp for the child, and during the month of August, the defendant alone shall bear the responsibility for qualified childcare and summer camp.

45. There shall be no off-sets or trade-offs against the payment of child support. The defendant shall pay child support throughout the year with no diminution for the month of August.

46. The Court reserves jurisdiction for purposes of post-majority educational support.

47. The plaintiff shall forthwith apply at the Connecticut Department of Social Services (DSS) to set up a child support payment account with the Connecticut Child Support Enforcement Bureau. The court clerk shall send to the plaintiff at no cost to her a certified copy of this

order and the child support amounts so that the plaintiff may take the written copy of the order with her to DSS. Until the defendant receives notification from the State to commence payment through the Bureau, he shall pay his child support obligation through the plaintiff's attorney, Cassidy Crough.

48. The service of the Guardian Ad Litem in this case are terminated, as she has requested.

49. All pending motions in this case are denied.

BY THE COURT;

Heidi G. Winslow, Judge Trial Referee