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APPENDIX A

**SUPREME COURT
STATE OF CONNECTICUT**

PSC-18-0347
MARGARITA O.
v. FERNANDO GABRIEL IRAZU

**ORDER ON PETITION FOR
CERTIFICATION TO APPEAL**

The defendant's petition for certification to appeal from the Appellate Court, 187 Conn. App. 902 (AC 41455), is denied.

Fernando G. Irazu, self-represented, in support of the petition.

Decided March 13, 2019.

By the Court,

/s/ Cory M. Daige
Assistant Clerk – Appellate

Notice Sent: March 13, 2019
Petition Filed: February 13, 2019
Clerk, Superior Court, FST-FA09-4017497-S
Hon. Donna N. Heller
Clerk, Appellate Court
Reporter of Judicial Decisions
Staff Attorneys' Office
Counsel of Record

APPENDIX B

**APPELLATE COURT
STATE OF CONNECTICUT**

MARGARITA O. v. FERNANDO G. IRAZU
(AC 41455)
Lavine, Alvord and Elgo, Js.

Argued January 22—officially released February 12,
2019

Defendant's appeal from the Superior Court in the
judicial district of Stamford-Norwalk, *Heller, J.*;
Genuario, J.; *Truglia, J.*¹²⁰

Per Curiam. The judgments are affirmed.

¹²⁰ Post-denial of the Petition for Certification by the Supreme Court of the State of Connecticut, the Appellate Court reversed its decision as to AC 42118 (*Truglia, J.*), and this case is pending of resolution.

APPENDIX C

DNo: FST-FA-09-4017497S : SUPERIOR COURT
MARGARITA OLIVA SAINZ
DE AJA : JUDICIAL
DISTRICT OF

STAMFORD/NORWALK
v. : AT STAMFORD
FERNANDO GABRIEL
IRAZU : MARCH 12, 2018

MEMORANDUM OF DECISION ON
MOTION FOR CONTEMPT, POST-JUDGMENT

The Plaintiff Margarita Oliva Sainz de Aja and the defendant Fernando Gabriel Irazu were divorced on September 2, 2010 (the September 2010 dissolution judgment) (*Harrigan, J.*) (#149.55; #150.00). On June 10, 2016, the plaintiff and the defendant entered into a stipulation (the June 2016 stipulation) (#210.000) that modified certain terms of the September 2010 dissolution judgment. The stipulation was approved and so ordered by the court (*Tindill, J.*) that day. On June 19, 2017, the defendant filed a motion for contempt, post-judgment (#231.00), in which he sought an order holding the plaintiff in contempt for violation of the September 2010 dissolution judgment and the June 2016 stipulation.

The parties were before the court on July 11, 2017 and July 13, 2017. The plaintiff was represented by counsel and the defendant represented himself. The court heard testimony from five witnesses, including

the parties, reviewed the exhibits that were admitted into evidence, took judicial notice of the court file, and reserved decision at the time. Certain of the exhibits offered by the defendant were in Spanish. The court gave the defendant the opportunity to submit English-language translations of the exhibits that were in Spanish following the hearing. The defendant submitted certified translations to the court on August 1, 2017. The court opened the record to include the certified translations at that time.

The court set a briefing schedule for the parties to file their respective memoranda at the conclusion of the hearing. The defendant filed a seventy-page memorandum on August 7, 2017, in violation of Practice Book § 4-6(a), together with a 255-page appendix. On August 8, 2017, the plaintiff filed an objection and a motion to strike the defendant's post-hearing memorandum, post-judgment (#238.00). The defendant filed a pleading styled, "Answer to 'Plaintiff's Objection to and Motion to Strike Defendant's Post-hearing Brief, Post-Judgment", as well as "Grievance Complaint Against Attorney Kevin Collins" on August 9, 2017 (#239). The plaintiff filed a reply and objection to the defendant's answer to the plaintiff's objection and motion to strike on August 10, 2017 (#240.00). The defendant responded with a reply/objection to the plaintiff's motion to strike/objection on August 14, 2017 (#241.00). The defendant filed an amended request for relief (#242.00) the same day, together with a post-hearing memorandum that was thirty-five pages long, with thirty-four pages of annotations and footnotes, and a 254-page appendix (#243).

Counsel for the plaintiff and the defendant were before the court on August 28, 2017. The court ordered the defendant to file a post-hearing memorandum that complied with Practice Book § 4-6(a) or seek leave of the court to file a memorandum that exceeded the page limit by September 11, 2017. The defendant filed a motion regarding his post-hearing brief on August 28, 2017 (#244.00).

On September 18, 2017, counsel for the plaintiff and the defendant were again before the court. The court heard argument at that time concerning the length of the defendant's post-hearing memorandum. The defendant filed a request for judgment to be entered in his favor that day (#245; #246).

The defendant filed a motion to open judgment on October 5, 2017 (#247.00), in which he seeks to open the June 2016 stipulation and obtain substantially similar relief as to that which he seeks in the motion for contempt, post-judgment, that is before the court.

On October 10, 2017, the defendant filed a notice of compliance with the court order and a revised post-hearing memorandum (#248). The memorandum is thirty-five pages long.¹

The plaintiff filed a memorandum in opposition on November 3, 2017 (#250.00). The defendant filed a reply memorandum on November 6, 2017 (#250.00), which amended requests for relief (#251.00). To the extent that they are material to the issues before the

¹ There are 338 footnotes reflected in the memorandum, but the text of the footnotes was not included.

court and in compliance with the requirements of the Practice Book, the court has considered the arguments set forth in the parties' post-hearing memoranda in making the findings and issuing the orders that are set forth below.

On November 27, 2017, counsel for the plaintiff and the defendant were before the court on the defendant's motion to open judgment (#247.00). According to the defendant, his motion to open related back to the hearing held on July 11, 2017 and July 13, 2017. The defendant contended that he had introduced sufficient evidence at the hearing to satisfy the requirements of *Oneglia v. Oneglia*, 14 Conn. App. 267, 540 A.2d 713 (1988), so that the court should open the June 2016 stipulation and grant the relief sought in the motion for contempt, post-judgment that is addressed in the memorandum of decision. The court did not agree and marked the motion off.

Since the conclusion of the post-hearing briefing, the defendant has submitted additional pleadings and memoranda, including copies of pleadings filed in other matters, that have no relevance to the issues before the court. The court has not considered these documents in preparing this memorandum.

I

The gravamen of the defendant's motion for contempt, post-judgment is that the plaintiff has refused to engage in co-parenting of the parties' three children in accordance with the September 2010 dissolution judgment and paragraph 6 of the June 2016 stipulation. The defendant also contends that the plaintiff is in contempt of court for commencing a

proceeding in Spain to obtain a Spanish divorce following the entry of the June 2010 dissolution judgment.

“Contempt is a disobedience to the rules and orders of a court which has power to punish for such an offense.” (Citation omitted; internal quotation marks omitted). *Wilson v. Cohen*, 222 Conn. 591, 596 n.5 610 A.2d 1177 (1992). “Civil contempt is committed when a person violates an order of court which requires that person in *specific and definitive language* to do or refrain from doing an act or series of acts ... Whether an order is sufficiently clear and unambiguous is a necessary prerequisite for a finding of contempt...” (Emphasis in original; citations omitted; internal quotations marks omitted.) *In re Leah S.*, 284 Conn. 685, 695, 935 A.2d 1021 (2007). “In a civil contempt proceeding, the movant has the burden of establishing ... the existence of a court order and noncompliance with that order...” (Citation omitted; internal quotation marks omitted.) *Mashall v. Marshall*, 151 Conn. App, 638m 651, 97 A.3d 1 (2014). Indirect civil contempt, as is alleged here, must be proven by clear and convincing evidence. *Brody v. Brody*, 315 Conn. 300, 316, 105 A.3d 887 (2015). “To constitute contempt, a party’s conduct must be wilful ... Noncompliance alone will not support a judgment of contempt.” (Citations omitted; internal quotation marks omitted.) *Oldani v. Oldani*, 132 Conn. App. 609, 625-26, 34 A.3d 407 (2011), abrogated in part on other grounds by *Brody v. Brody*, supra, 315 Conn. at 316.

The court will begin with the defendant’s claim that the plaintiff has violated the September 2010

dissolution judgment and paragraph 6 of the June 2016 stipulation by failing to engage in co-parenting. The September 2010 dissolution judgment ordered that the parties would have joint legal custody of the minor children, and it reflects the parties' intention "to mutually and flexibly cooperate and co-parent the children keeping the children's best interests as their primary concern." Paragraph 6 of the June 6 stipulation provides that "[as] of the date hereof, the Defendant represents that he relies upon Plaintiff's representation regarding the tenets of co-parenting and that both parties will fully abide by said standards going forward, in particular each party shall provide with prior written travel notifications of the children and prior conferring on selection of tutors, sports and recreational camps, as well as college application process and in situ visits. Neither party shall require the consent of the other to travel with the children. Within the context of those duties, the Plaintiff will allow the Defendant access to any and all information related to the school's progress, tutors, reports of progress, travel authorizations, sports and recreational camps, college applications, U.S. and Spanish passport renewals, as well as sign all paperwork related to the issuance of Argentinean citizenship and passports of the children."

The court find by clear and convincing evidence that the plaintiff had notice of the September 2010 dissolution judgment and paragraph 6 of the June 2016 stipulation, and that the provisions of the September 2010 dissolution judgment and paragraph 6 of the June 2016 stipulation are clear and unambiguous. The defendant has failed to meet his burden, however, of establishing by clear and

convincing evidence that the plaintiff wilfully violated the September 2010 dissolution judgment and paragraph 6 of the June 2016 stipulation. It is clear that the parties face challenges in communicating with each other. The plaintiff, in particular, was intemperate and disrespectful in some of her emails to the defendant that were admitted into evidence. Their differences of opinion in parenting matters – particularly with issues relating to the college education of their oldest daughter, who has reached the age of majority, and the private school education, prospective higher education and athletic activities of their son– do not rise to the level of a wilful violation of an order of the court.

The court turns next to the defendant's claim that the plaintiff violated the September 2010 dissolution judgment when she commenced an action in Spain to obtain a Spanish divorce rather than simply seeking to enforce the September 2010 dissolution judgment in Spain. While the defendant is appropriately outraged at the plaintiff's failure to provide adequate notice to him of the proceedings in Spain, her failure to do so does not implicate an order of this court. Therefore, there is no basis for holding the plaintiff in contempt.

II

The defendant also seeks order from this court prohibiting the minor children from traveling to Spain, ordering the plaintiff to surrender their passports, and granting the defendant sole physical custody, together with an order opening the June 2016 stipulation to reduce the amount that he agreed to pay the plaintiff from his distribution of the net equity upon the sale of the former marital residence.

There is no basis in the record to support the additional relief that the defendant seeks.

In addition, the defendant has included a “grievance” against Kevin Collins, Esq., counsel for the plaintiff, in his post-hearing briefs. The court finds no merit in the defendant’s contention that the court should enter sanctions against Attorney Collins. This is not the proper forum for addressing any claims that the defendant may seek to pursue against Attorney Collins.

Therefore, to the extent the defendant’s motion for contempt, post-judgment is deemed to include claims for modification of custody, to open the June 2016 stipulation, or to enter sanctions against counsel for the plaintiff, the motion is denied.

III

The plaintiff has called the court’s attention to her motion for order, post-judgment (#214.00), filed on April 5, 2017, in which she seeks an order directing that all future motions filed by the defendant be subject to a “leave to file” protocol before being allowed to proceed on the merits. The court acknowledges the concerns raised by the plaintiff but declines to address them without affording the defendant an opportunity to respond.

Accordingly, the court on its own motion directs the parties to appear on a date certain so that the court may consider whether to impose sanctions pursuant to Practice Book § 1-25 for the defendant’s conduct in this matter, including filing memoranda that exceed the page limits set forth in the Practice Book without leave of court. The hearing shall be

scheduled by Family Caseflow.

IV

For the reasons set forth above, the defendant's motion for contempt, post-judgment (#231.00) is hereby DENIED.

BY THE COURT,

/s/ Donna Heller
HELLER, J.

DOCKET No: FST-FA-09-4017497S ORDER 433233
SUPERIOR COURT
OLIVA SAINZ DE AJA, M JUDICIAL DISTRICT
V. OF STAMFORD AT
IRAZU, FERNANDO GABRI STAMFORD
5/14/2018

ORDER

ORDER REGARDING:

12/31/2017 254.00 APPLICATION FOR
EMERGENCY EX PARTE ORDER OF CUSTODY

The foregoing, having been heard by the Court, is hereby:

ORDER: DENIED

A hearing was held on January 16, 2018 after ex parte relief was denied on December 13, 2017. The relief sought in the ex parte application –relating to the defendant's 2017 holiday parenting time with the partie's minor children– was moot by the time of the hearing. Therefore, the application is hereby DENIED.

Judicial Notice (JDNO) was sent regarding this order.

433233

/s/ Judge DONNA HELLER NELSON

Processed by: Megan Mccaffrey

DOCKET No: FST-FA-09-4017497S ORDER 433233
SUPERIOR COURT
OLIVA SAINZ DE AJA, M JUDICIAL DISTRICT
V. OF STAMFORD AT
IRAZU, FERNANDO GABRI STAMFORD
5/14/2018

ORDER

ORDER REGARDING:
12/12/2017 253.00 MOTION FOR CONTEMPT

The foregoing, having been heard by the Court, is hereby:

ORDER: DENIED

The marriage of the plaintiff Margarita Oliva Sainz de Aja and the defendant Fernando Gabriel Irazu was dissolved on September 2, 2010 (the September 2010 dissolution judgment) (Harrigan, J.) (#149.55; #150.00). On June 10, 2016, the plaintiff and the defendant entered into a stipulation (the June 2016 stipulation) (#210.00) that modified certain terms of the September 2010 dissolution judgment. The stipulation was approved and so ordered by the court (Tindill, J.) that day.

The parties are the parents of three children, two of whom have not reached the age of majority. On December 13, 2017, the defendant filed an application for an emergency ex parte order of custody (#254.00) and a motion for contempt, post-judgment (#253). The court (Heller, J.) denied ex parte relief, and the application was scheduled for a hearing on January 2,

2018, The hearing was continued to January 16, 2018 at the request of the plaintiff.

The parties were before the court on January 16, 2018 for the hearing on the defendant's application for an emergency ex parte order of custody and the motion for contempt, post-judgment. The plaintiff was represented by counsel, and the defendant represented himself. The court heard testimony from the parties, reviewed the exhibits that were admitted into evidence, took judicial notice of the court file, and reserved decision at that time.

As the application for an emergency ex parte custody order was focused on the defendant's access to the children over their 2017 winter holiday school vacation week, the application was moot by the time of the hearing in January 2018. Therefore, the hearing primarily addressed the defendant's motion for contempt, post-judgment.

The defendant testified that he had not spent one week of uninterrupted vacation time with the parties' children in eight years. He said that a friend's house in Norfolk, Connecticut had been available for his use during the holiday week. He wanted to take the minor children there so that they could spend a few days together. The plaintiff testified that the children, who are seventeen years old and almost fifteen years old, respectively, did not want to stay at an unfamiliar house. They wanted to see the defendant and go into New York City instead. According to the defendant, however, the children wanted to remain at home over the holidays because the plaintiff had invited their friends from other

countries and other parts of the United States to visit, thus effectively sabotaging his parenting time.

After considering all of the testimony and documentary evidence admitted and the contents of the court file judicially noticed, and having the opportunity to observe the witnesses, the court finds by clear and convincing evidence that the plaintiff had notice of the September 2010 dissolution judgment and the June 2016 stipulation, and that the provisions of the September 2010 dissolution judgment and the June 2016 stipulation are clear and unambiguous. The defendant has failed to meet his burden, however, of establishing by clear and convincing evidence that the plaintiff wilfully violated the September 2010 dissolution judgment and the June 2016 stipulation when she invited friends of the minor children to visit with them over the holidays; there was no evidence that the plaintiff intentionally acted to thwart the defendant's holiday parenting time. Therefore, the defendant's motion for contempt, post-judgment is hereby denied.

Although the court finds that the plaintiff's conduct does not rise to the level of a wilful violation of an order of the court, the court is also of the view that the plaintiff could do more to facilitate the defendant's parenting time with the children; simply leaving it to the defendant to "sort it out with the kids" is not enough. In addition, the parties and the minor children would benefit from a more deliberate approach to co-parenting going forward. To that end, the court refers the parties to Family Services for case management focused on co-parenting.

The parties are directed to contact Family Caseflow on or before June 1, 2018 to schedule a status conference with the court. Following the status conference, they will report to Family Services for a case management intake.

433233

/s/ Judge: DONNA NELSON HELLER

JDNO NOTICE

FST-FA-09-4017497S
OLIVA SAINZ DE AJA, M v. IRAZU, FERNANDO
GABRI

Notice Issued: 04/25/2018

Court Address:

CLERK, SUPERIOR COURT
JUDICIAL DISTRICT OF STAMFORD-NORWALK
123 HOYT STREET
STAMFORD, CT 06905
Website: www.jud.ct.gov

Notice Content:

Notice Issued: 04/25/2018

Docket Number: FST-FA-09-4017497-S

Case Caption: OLIVA SAINZ de AJA, M v. IRAZU,
FERNANDO GABRI

Notice Sequence: # 1

JDNO NOTICE

03/12/2018 262.00 MOTION TO DISQUALIFY

No Counsel Present. No Parties Present.

The foregoing having been considered by the Court, is
hereby:

ORDER: DENIED.

The court has studied the motion and memorandum and exhibits filed in support thereof. The court also listened to the defendant's argument and the responsive argument of plaintiff's counsel. The defendant has failed to offer any evidence of bias on the part of Judge Heller. The substance of his

argument is targeted to explaining why Judge Heller's most recent ruling against him is incorrect. He argues in effect that it is so incorrect that the only logical conclusion is that it must be the product of judicial bias. "It is an elementary rule of law that the fact that a trial court rules adversely to a litigant, even if some of these rulings were to be determined on appeal to be erroneous, does not demonstrate personal bias. Obviously, if a ruling against a party could be used as ... indicia of bias, at least half time, every court would be guilty of being biased against one of the two parties ... The fact that [a party] strongly disagrees with the substance of the court's rulings does not make those rulings evidence of bias." *Emerick v. Emerick*, 170 Conn. Appl 368, 376-377 (Internal citations and quotations omitted). The defendant has taken an appeal to the Appellate Court challenging the merits of Judge Heller's decision. That is the proper venue for him to seek relief, not by challenging the integrity of a judge who was duty bound to weigh the evidence and render a decision. Nor is there any evidence of any other bias. Nor does the court find any basis for transferring the case to federal court. Family cases involving issues of child support, educational support and visitation and/or custody are traditionally and routinely tried and decided in state court regardless of the nationality of the parties. The defendant has provided no basis for treating this case differently.

/s/ GENUARIO, J.

4/24/2018

**STATE OF CONNECTICUT
SUPERIOR COURT**

ORDER OF PROTECTION

JD-CL 099 Rev. 10-16

C.G.S. §§ 29-28, 29-32, 29-33, 29-36i, 29-36k, 46b-15, 46b-16a, 46b-38c(d)(e), 46b-38nn, 53a-28(f), 53a-36, 53a-42, 53a-217, 53a-217c, 53a-223, 54-1k, 54-86e, 18 U.S.C. §§ 922(g)(9), 2265 P.A. 16-34

Restraining Order – After Hearing [Order Type]

Family [Case Type]

Stamford J.D. [Superior Court location]

FST-FA18-4031046-S [Case number]

Protected Person

OLIVA SAINZ de AJA, Margarita [Last name/First name]

7/30/1969 [Date of birth]

F [Sex]

White [Race]

10 Indian Pass, Greenwich, CT, 06830 [Home address]

10 Indian Pass, Greenwich, CT, 06830 [Mailing address]

452 Fifth Avenue, New York, NY, 10018 [Work address]

Respondent (*Defendant*)

IRAZU, Fernando G. [Last name/First name/Middle]

Respondent Identifiers

7/8/1968 [Date of birth]
M [Sex]
White [Race]
6.02 [Height]
2035708318 [Phone]
Bearded, dirty blond [Distinguishing features/other identifiers]
 Intimate cohabitant [Relationship to protected person
(Present or former)]
222 East 75th Street 6C, New York, NY 10021
[Address]

Terms and Conditions of Protection

You, the Respondent, must follow all the orders and conditions checked or indicated by "X" below:

- Surrender or transfer all firearms and ammunition.
- Do not assault, threaten, abuse, harass, follow, interfere with, or stalk the protected person. (CT01)
- Stay away from the home of the protected person and wherever the protected person shall reside. (CT03)

Additional terms and conditions are on the following pages:

General Restraining Order Notifications (Family) –
JD-CL-104.; Additional Orders of Protection, JD-CL-100.

9/12/2019 [Expiration date (*if applicable*)]

The court had jurisdiction over the parties and the subject matter, and the respondent was provided with reasonable notice and opportunity to be heard. This order shall be enforced, even without registration, by the courts of any state, the District of Columbia, any US Territory, and may be enforced by Tribal lands (18 U.S.C §. 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C § 2262).
 State law provides penalties for unlawful possession of firearms, ammunition, or electronic defense weapon (Connecticut General Statutes § 53a-217(a)(4) and 53a-217c(a)(5)). Federal law also provides penalties for possessing, transporting, shipping, or receiving any firearm or ammunition while subject to a qualifying protection order and under the circumstances specified in 18 U.S.C § 922(g)(8).

By the Court TRUGLIA [Name of Judge]

/s/ Kelly Obrien, AC [Signed (*Judge/Assistant Clerk*)]
9/12/2018 [Date signed]

**STATE OF CONNECTICUT
SUPERIOR COURT**

ADDITIONAL ORDERS OF PROTECTION

JD-CL 100 Rev. 10-14

C.G.S. §§ 29-28, 29-32, 29-33, 29-36i, 29-36k, 46b-38c(d)(e), 46b-38nn, 53a-36, 53a-42, 53a-217, 53a-217c, 53a-223, 54-1k, 18 U.S.C. §§ 922(g)(9), 2265
P.A. 14-217 §§ 186-190

Restraining Order – After Hearing [Order Type]

Family [Case Type]

Stamford J.D. [Superior Court location]

FST-FA18-4031046-S [Case number]

Protected Person

OLIVA SAINZ de AJA, Margarita [Last name/First name]

Respondent (*Defendant*)

IRAZU, Fernando G. [Last name/First name/Middle]

Respondent Identifiers

7/8/1968 [Date of birth] M [Sex] White [Race]

You, the Respondent, must follow all the orders and conditions checked or indicated by "X" below:

Stay 100 yards away from the protected person.
(CT16)

Other: There is an exception for the 100 yard stay away when both children are present.

APPENDIX D

STATE OF CONNECTICUT

D.N. FST-FA-09-4017497S : SUPERIOR COURT
MARGARITA OLIVA
SAINZ DE AJA : J.D. OF STAMFORD
/NORWALK
v. : AT STAMFORD
FERNANDO GABRIEL
IRAZU : JUNE 10, 2016

STIPULATION

The Parties in the above-captioned action hereby agree and stipulate as follows:

1. That the marriage of the parties was dissolved by entry of a decree of Dissolution on September 2, 2010 at which time the Court (J. Harrigan) issued a Memorandum of Decision (the "Memorandum") setting forth orders relative to child custody, child support, alimony and equitable distribution of the marital estate, among others.
2. In full satisfaction of Plaintiff's Motion for Contempt #204 and/or any financial claims of any nature whatsoever, the parties agree that the Defendant shall no longer be responsible to pay Plaintiff any future or past due contributions for or on behalf of the minor children for child support, childcare expenses, medical expenses, children's activities, real property taxes, legal fees, private school tuition, summer camps and/or automobile

related expenses for the minor children, among others.

3. Plaintiff is hereby satisfied with the alimony granted per the Memorandum and renounces entirely to seek any modification on the subject.

4. In consideration of the provisions of Paragraph 2 as set forth hereinbefore, the Defendant hereby agrees that he will pay to Plaintiff FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS from his distribution of net equity upon the sale of the former marital residence located at 10 Indian Pass, Greenwich, Connecticut (the "Property"), all pursuant to the Memorandum.

5. Subject to the proviso per 10 below, Plaintiff hereby acknowledges that Defendant by virtue of the terms set forth hereinbefore, shall be deemed to have satisfied in full all financial obligations set forth in this Stipulation and the Memorandum, and Defendant shall have no further obligation to pay any sums to Plaintiff.

6. As of the date hereof, the Defendant represents that he relies upon Plaintiff's representation regarding the tenets of co-parenting and that both parties will fully abide by said standards going forward, in particular each party shall provide with prior written travel notifications of the children and prior conferring on selection of tutors, sports, and recreational camps, as well as college application process and in situ visits. Neither party shall require the consent of the other to travel with the children. Within the context of those duties, the Plaintiff will

allow the Defendant access to any and all information related to school's progress, tutor, reports of progress, travel authorizations, sports camps, college applications, U.S. and Spanish passport renewals, as well as sign all paperwork related to the issuance of Argentinean citizenship and passports of the children.

7. All of the obligations by the Plaintiff in terms of necessary repairs, maintenance and payments of mortgage and real property taxes of the Property shall be incompliance with the terms of the Memorandum.

8. The Plaintiff is hereby obliged to pay for and maintain in effect the insurance policy on the life of the Defendant for the exclusive equal benefit of the party's three (3) children until the youngest child attains the age of twenty-three (23) years.

9. The Child Support Obligations Trust established before the Court by the Defendant on May 7, 2014, is hereby without effect, and any and all of its terms are superseded by this stipulation.

10. The parties agree that if the Defendant were to have income as well as financial and patrimonial means comparable to the Plaintiff, the Defendant will assume his equal share of post-secondary educational expenses of their children paid by the Plaintiff. Subject to the prior, if the Defendant were not to pay for those expenses, the Court shall retain jurisdiction over said issue pursuant to C.G.S. §46b-56(c) for all of the three (3) children of the marriage.

11. The Plaintiff shall within five (5) days hereof pay to the Defendant \$20,000 in full satisfaction of

any and all claims that he may have or claim to have against the Defendant.

12. The judgment lien recorded by Attorney Cavallo on the Greenwich land records in the approximate amount of \$25,000 shall be the sole responsibility of the Defendant, to be paid from the distribution of the net equity realized from the sale of the Property per the Memorandum.

Executed in the City of Stamford, Connecticut on June 10, 2016.

/s/ Margarita Oliva Sainz de Aja
Margarita Oliva Sainz de Aja, Plaintiff

/s/ Fernando Gabriel Irazu
Fernando Gabriel Irazu, Defendant, Pro Se

/s/ Kevin F. Collins
Kevin F. Collins, Esq.-Counsel for the Plaintiff

ORDER

The foregoing stipulation, having found to be fair and equitable is SO ORDERED.

/s/ Erika Tindill 6/10/2016
JUDGE OF SUPERIOR COURT OF CONNECTICUT

APPENDIX E

Docket No. FST-FA-09-4017497S

ORDER RE MOT. 153¹

1. There shall be a security deposit of \$27,000 paid from the Defendant's assets to cover an arrears found to be owed by the Defendant to the Plaintiff in the sum of \$1,204.50 and property taxes, life insurance on the Defendant's life and school tuition as ordered in the Memorandum of Decision of Judge Harrigan dated September 2, 2010, for the next twelve months.
2. Execution may enter against any assets of the Defendant sufficient to pay said \$27,000.
3. Said \$27,000 shall be deposited in escrow with attorney Kevin Collins as escrow agent and the escrow agent shall release funds to the Plaintiff, Margarita Oliva, when sums are due to be paid by the Defendant pursuant to the Memorandum of Decision of Judge Harrigan.

¹ Petitioner's Clarification: Exhibit O, Hearings before Judge Heller, 7/11-13/2017.

4. Specifically, the arrears shall be released by the escrow agent immediately, the school tuition and life insurance premium shall be released by the escrow agent monthly and the property taxes shall be released by the escrow agent in January and July, 2011.

5. Ownership of the \$1,000,000 Northwestern Mutual Life insurance policy no. 16351848 on the life of Margarita Oliva Sainz de Aja shall be immediately transferred from Fernando Gabriel Irazu to Margarita Oliva Sainz de Aja without the necessity of the present owner signing any transfer document.

BY THE COURT

/s/ Robert John Malone 11/23/2010

Judge Robert J. Malone

EDWARD T. MATHEWS
CONSTABLE, CITY OF STAMFORD
STATE OF CONNECTICUT
P.O. BOX 4483
STAMFORD, CONNECTICUT 06907
(203) 536-9737

FINANCIAL INSTITUTION EXECUTION

AMOUNT OF EXECUTION: \$27,075.00

DATE OF SERVICE: FEBRUARY 7, 2011

DOCKET NUMBER: FST-FA-09-4017497S

CASE NAME: OLIVA v. IRAZU

NAME OF ENTITY: HSBC SECURITIES (USA) INC.

ADDRESS OF ENTITY: 101 BROAD STREET,
STAMFORD, CT 06901

THOMAS FLYNN, FINANCIAL ADVISOR, HSBC

DEFENDANT'S NAME: FERNANDO GABRIEL
IRAZU

APPEARANCE ADDRESS: 55 HIGH POINT
CIRCLE, APT. B, RYE BROOK, NY 10573

MAKE ALL CHECKS PAYABLE TO:

KEVIN COLLINS,ESQ. TRUSTEE
1150 SUMMER STREET
STAMFORD, CT 06905

APPENDIX F

FST FA 09 4017497 S : SUPERIOR COURT
MARGARITA OLIVA : JUDICIAL DISTRICT
SAINZ DE AJA : OF STAMFORD/
V. : NORWALK
FERNANDO GABRIEL : AT STAMFORD
IRAZU : SEPTEMBER 2, 2010

MEMORANDUM OF DECISION

The plaintiff wife, 40, and the defendant husband, 41, married in New York City on October 18, 1995.¹²¹ The residency requirement of Conn. Gen. Stat. § 46b-44(c) has been satisfied by the plaintiff who has been a resident of this state for at least twelve months next preceding the date of the filing of the complaint seeking a decree of legal separation and additional orders. The plaintiff subsequently amended her request to a decree of dissolution (137). The parties have three children issue of the marriage, xxxxxxx, 11, xxxxxx, 10, and xxxxxx, 7.

The plaintiff was born and educated in Spain, graduating from Granada school of Law in 1992 with a J.D. degree. She became an instructor at the school for the ensuing two years while she pursued a Ph.D. She enrolled in Harvard Law School, class of 1995, for an LL.M degree. She then began a career in international law in New York. After Victoria was born in late 1998 she returned to work. A live in nanny was employed for five years.

¹²¹ *Petitioner's Clarification:* The parties married in New York City on 10/6/1995.

The defendant is an international banker. He is from Argentina where he was educated. He and the plaintiff first met in 1994. On their joint IRS form 1040 for 2008 (Pl.Ex. #5) he reported total wages of \$717,979 received from HSBC Securities. She reported receiving \$141,576 wages from Allen & Overy LLP and \$63,717 additional wages from her law firm. For 2007 (Pl.Ex. #7) the plaintiff's W2 issued to her by Allen & Overy LLP listed wages as \$347,743 and the defendant's W-2 issued by HSBC listed his wages as \$84,732. The defendant is currently unemployed. Despite the earning capacity he demonstrated in the recent past it was not shown that he is avoiding available employment in the international banking industry. The court cannot apply earning capacity without a demonstration that there is work available to him.

The parties purchased a home in Greenwich, Connecticut known as 10 Indian Pass in 1997 for \$700,000 with a mortgage of \$139,000. An appraisal valued the parcel at \$1,180,000 as of February 5, 2010 (Pl.Ex. #2). The plaintiff continues to reside there with the children. The defendant moved out for the final time at the end of September 2009, to an apartment in Old Greenwich.

The causes of the breakdown of the marriage appear to the court to be the parties' inability to cooperate concerning decisions regarding their goals, their children's welfare and the fulfillment of their respective careers. The court finds that each party must bear some responsibility for the irretrievable breakdown.

A proposed parental responsibility plan was submitted to the court by the plaintiff dated May 28, 2010(138). The plaintiff affirms that it is their intention to mutually and flexibly cooperate and co-parent the children keeping the children's best interests as their primary concern. The court finds that the proposal meets the considerations described in Conn. Gen.Stat. § 46b-56(c) in making the orders for custody and has concluded the proposal satisfies the provisions of Conn. Gen.Stat. § 46b-56. The court has reviewed the proposed orders submitted by the defendant (145) and (148) concerning custody but finds the plaintiff's proposal more appropriate.

Having reviewed the evidence in light of the relevant statutes and case law the court renders judgment dissolving the marriage on the ground of irretrievable breakdown. The following orders are included as part of the decree.

1. No alimony is awarded to the husband. The husband shall pay to the wife the sum of one dollar per year alimony until the first to occur of a modification pursuant to Section 46b-86, the death or remarriage of the wife or June 1, 2020.

The parties shall have joint legal custody of the minor children. The primary residence of the children will be with the wife. The court finds that it is their intention to mutually and flexibly cooperate and co-parent the children, keeping the children's best interests as their primary concern.

2. The husband shall immediately apply for unemployment compensation and, effective upon his

receipt of the first payment to him of unemployment compensation, he shall pay to the wife child support for the three minor children as provided by the guidelines. On the first of each month, he shall provide to the wife a detailed report of his efforts to obtain employment, including any offer from a potential employer or headhunter.

In the event that the husband obtains employment, he shall notify the wife within ten days of his employment. Child support shall be modified on the husband's employment as provided by law.

In the event that the husband obtains employment, he shall pay a pro-rata share of the wife's child care expense and the cost of the children's activities based upon his income.

The parenting time for the husband with the children shall be as follows:

- a. Wednesday nights overnight until Thursday morning;
- b. Alternate weekends from Friday evening to Monday morning.
- c. Monday night for dinner in the weeks when the children have been with the wife for the preceding weekend.

3. a. The Real Property at 10 Indian Pass, Greenwich, Connecticut is joint owned. The wife shall continue to have exclusive possession of the marital residence. The wife shall pay all monthly expenses of the residence including maintenance and repairs except that the parties shall each pay one-half of the

property taxes pertaining to the residence. On or before April 1, 2021, the year in which the youngest child reaches 18, the parties shall list the property for sale with a real estate broker at the then fair market value of the property. The wife shall also have the right to list the property for sale at any time between the date of the Decree of Dissolution and April 1, 2021 and the husband shall cooperate. The husband may demand an immediate sale upon the wife's remarriage, or cohabitation without proof of change in finances as required by Conn. Gen.Stat. § 46a-56b. At the closing of title regarding the sale of the marital residence, the first mortgage, any broker's commissions and all normal closing costs shall be paid and the remaining proceeds shall be divided equally after a credit is paid to the wife for the difference between the balance on the first mortgage on the date of the Decree of Dissolution and the balance of the mortgage on the date of the closing regarding the sale of the residence. Any sums due to the wife pursuant to any orders of the court shall be paid to the wife at the closing from the husband's portion of the net closing proceeds.

- b. The husband shall retain his one-quarter interest in an apartment in Buenos Aires, Argentina.
- c. The wife shall retain her interest in a beach house in Spain, subject to her mother's life estate.
- d. HSBC stock: all of the HSBC stock, including the shares which are still restricted, shall be divided equally between the parties. One-half of all of the shares which have been released to the husband in 2009 and 2010 shall be divided immediately by the

transfer of one-half of the shares from the husband to the wife. The husband shall transfer one-half of the shares which shall be released to him in 2011 to the wife immediately upon the release of those shares to him.

e. Joint HSBC savings account: The balance in this account shall be divided equally between the parties and the account shall then be closed.

f. The sole accounts of the wife at Citibank shall remain her sole property. The sole account of the husband at Citibank shall be his sole property. The joint accounts of the parties at Citibank shall be closed.

g. Morgan Stanley Smith Barney Account No. xxx413 and xxx448 shall be divided equally between the parties immediately.

h. Retirement accounts: The husband's American Funds rollover IRA account xxx294, the husband's Vanguard HSBC Retirement Plan No. xxx317, the husband's Citigroup 401(k) and the wife's Allen Overy 401(k) account shall be divided equally by the transfer from the husband to the wife from the husband's American Funds IRA to an IRA in the name of the wife in the sum of \$34,427.88, adjusted for any change in the total value of the retirement accounts due to market fluctuations from May 17, 2010, to the date of transfer.

The parties each shall have vacation time with the children as follows:

Each of the parties shall have one-half of the Christmas, February, March and April school breaks with the children.

Each of the parties shall have two weeks with the children during summer vacation.

These vacation periods shall supersede the regular parenting schedule and the regular parenting schedule shall resume at the end of each vacation period.

4. The wife shall continue to provide medical insurance for the minor children as available through her place of employment. Each of the parties shall pay one-half of all of the unreimbursed medical and dental expenses of the minor children.

The wife shall have parenting time with the children at all times when they are not with the husband.

5. a. The wife shall continue to be the owner of Northwestern Mutual Term Life insurance policy on the life of the husband in the face amount of \$1,000,000 for the benefit of the three children of the marriage until the youngest child reaches the age of twenty-three. The husband shall be solely responsible for all premiums due on said life insurance policy. In the event that the husband fails to make a timely payment of a premium therefor, the wife shall have the right to pay the premium and to be immediately reimbursed by the husband therefor.

b. The wife shall continue to be the owner of a Northwestern Mutual term life insurance policy on

her life in the face amount of \$1,000,000 for the benefit of the minor children until the youngest child reaches age twenty-three. The wife shall be solely responsible for all premiums due on said life insurance policy. In the event that the wife fails to make a timely payment of a premium therefor, the husband shall have the right to pay the premium and to be immediately reimbursed by the wife therefor.

c. The terms of paragraph 5 shall be subject to modification by the court.

The husband and the wife shall discuss and confer with reference to matters of policy involving the children as to such topics as health, education, recreational activities, camps and colleges, and the parties will attempt to adopt a harmonious policy best suited for the best interests of the children.

6. The court shall retain jurisdiction in accordance with Section 46b-56c of the Connecticut General Statutes to enter orders for the educational support to the three children. The parties shall promptly execute all documents necessary to apply for a scholarship for the tuition of the parties' son xxxxx at the Brunswick School and each of the parties will pay one-half of the tuition for Brunswick School for the school year 2010 to 2011 in excess of the scholarship. For the year 2011 and going forward, the parties will each pay one-half of the cost of any private school for any of the three children if they have agreed that the child will attend that private school.

If either party has knowledge of any illness or accident or other circumstances seriously affecting

the health or welfare of said child, the husband or the wife, as the case may be, will promptly notify the other.

7. Each of the parties agrees to keep the other party currently advised of the other's residence and business addresses, telephone numbers and whereabouts of the children while said child is with the husband or the wife.

8. Either parent may apply for an Argentinean passport or Spanish passport for any of the children and the parties shall cooperate.

9. The husband shall indemnify and hold harmless the wife against all claims and all liability arising out of any business activity in which he has been involved during the marriage of the parties, including but not limited to Knightsbridge Partners LLC, KP Foods, LLC, KP Capital, LLC, The Knightsbridge Universal Group, Inc., Knightsbridge Development Investments, Inc., Kent partners, Inc. and KP Ventures Ltd. He shall immediately remove the wife from any and all capacities with respect to all such entities, including officer, director, member or any other capacity and henceforth he shall not name her in any capacity.

10. Except as provided in the orders pertaining to the residence, each of the parties shall be solely responsible for their own liabilities.

BY THE COURT
/s/Harrigan, J.T.R.
HARRIGAN, J.T.R.