

FBT FA19 6088163	Superior Court
Christopher Ambrose	J. D. of Fairfield
v.	at Bridgeport
Karen Ambrose	June 25 2020

**Transcription of Stipulation dated January 23, 2020, 160.00,
Accepted and Ordered by the Court, January 27, 2020, 160.01**

The parties hereby agree as follows:

1. Defendant's Motion for Order #152 shall be granted. The Order attached to the motion shall be dated and signed and copies sent to the parties' counsel, and the defendant shall be solely responsible for all fees and costs.
2. On January 23, 2020, the defendant's attorney agrees to turn over to the plaintiff's attorney the two laptops that were analyzed by a forensic expert hired by the Defendant. The Plaintiff shall retain the laptops in his possession and the data on the computers and/or the computers shall not be deleted or destroyed until further order of the court or written agreement of the parties' attorneys. Defendant shall provide the contract, invoices with the computer analyst and show proof of method of payment, and the issue of payment shall be reserved for trial. If it is determined by the court that the laptops are the property of the Plaintiff, Defendant shall be solely responsible for all costs and fees associated with the computer analysis.
3. On January 23, 2020, the defendant's attorney shall provide the plaintiff's attorney with a copy of all the documents that were printed from the laptop computers by the forensic expert or by the defendant or by anyone acting on the defendant's behalf. The issue regarding the Defendant retaining copies of any documents taken from the two computers shall be dealt with in the motions filed (#139, #138, #148) and any future motions addressing the computer and documents (including, but not limited to, motions in limine, motions to preclude, and as the

- court's order regarding retaining any copies/originals shall rule.
5. The party's [sic] hereby agree that he/she will not share by any means (including verbally) with any person any information obtained/produced from either laptop or purported to be obtained/produced by either laptop until the other party has had copies and seen all documents to be provided, and approved of the documents and third parties.
 6. No later than January 28, 2020, the defendant's attorney shall provide the plaintiff's attorney a list of all persons with whom the defendant has already shared by any means (including verbally, by text, email or digitally) any information obtained/produced from or purported to be obtained/produced from either laptop. This list shall be comprehensive and include, but not be limited to, all family members, friends, neighbors and professional colleagues.
 - 7.5 The Defendant has already provided (today) 5,600 page of documents taken from the 2 laptops herein described, to Dr. Biren Caverly. Dr. Biren Caverly shall not be permitted by mutual agreement to look and any said documents before or until the Plaintiff has had the opportunity to review the document, and until all objections to any of the material is dealt with by mutual agreement or court order.
 8. The parties shall authorize their attorneys to obtain a credit report from the 3 major bureaus (Experian; Transunion; and Equifax) and the attorneys shall exchange the reports in 7 days.
 9. The parties shall obtain their SS earnings statements online and provide the other party with a copy within 7 days.
 10. The parties shall be deposed on 2/21 (defendant from 10 am to 1 pm; and the plaintiff from 2 pm to 5 pm). In addition, if the attorneys are able to attend, the parties shall also be deposed on 2/3 (defendant from 10 am to 1 pm; and the plaintiff from 2:00pm to 5 pm).
 11. The parties agree that the minor child Mia shall be enrolled at Adams middle school in Guilford, CT for the remainder of the 2019-2020 school year.

12. The marital home in Westport shall be listed for sale not later than 2/22/20 With Bobbie Abagnale of William Pitt/Sotheby's for a price recommended by Ms. Abagnale. The parties shall sign the listing agreement on or before January 28, 2020. Only if executed by January 28, 2020, the order of exclusive possession related to the marital residence shall be vacated and only if executed by January 28, 2020, the plaintiff shall provide the defendant with a full set of working keys and/or codes to the house and any other structures thereon (garage/shed/etc.). Neither party shall remove any personal property from the house without written agreement court order. The parties shall not be at the house at the same time and each shall have access to the house on separate dates: The defendant on even dates, and the plaintiff on odd dates. If there is disagreement on the final sales price, the parties shall defer to the broker, and if either party still will not agree then the court shall retain jurisdiction over those issues or any other issue pertaining to the sale of the home.

13. The parties hereby agree that he/she will work in good faith to help prepare the residence to be shown for sale. This includes packing and removing items from the home and cleaning the home. The parties hereby agree that he/she will participate in good faith in these efforts in all areas of the house, including the basement and garage, and the exterior of the property. The parties agree that in order to list the residence by February 22, 2020, this work must be done pursuant to dates Ms. Abagnale will reasonably determine with the plaintiff and defendant.