Thomas J. Cyganovich — Deposition Examination

Friday, July 31, 2026 · Cyganovich v. Cyganovich · FST-FA16-5015729-S

244 questions, numbered 1 to 244 straight through. No sub-letters, no restarts.

When a question refers to another, it uses that one number.

18 exhibits, in binder tabs 1 to 18, in the order you will use them. Every gate in

this script opens with the tab number. Tab 9 is behind tab 8; you never search.

Before going on the record

1. **Have the reporter pre-mark all 18 exhibits**, in tab order, before the witness is sworn.

The gates control *when each is shown*, not when it is marked. Marking on the record costs

about ninety seconds each — twenty-five minutes across the set, and that is the whole margin.

2. **The equal overnight split.** Questions 289–298 put the equal overnight split and his 2025 return side by side.

Take the schedule in his own words first; the return comes second.

Pace

At 22 seconds a question with the set pre-marked, the core examination runs about

1 hour 28 minutes. Most questions are yes-or-no by design: ask, take the answer, move on. **Do not argue

with the witness.** Every place the record needs an argument, it is made in the memorandum.

If you fall behind, drop § 5 (childcare) before touching § 6. § 6 is the case.

Exhibit index — binder tabs in order of use

Tab	Exhibit	Document	First used
1	8C	Separation Agreement, 22 June 2016 — excerpt	§1

Tab	Exhibit	Document	First used
2	1	Financial affidavit sworn 31 January 2026	§2
3	2	Moinian offer letter, accepted 7 January 2026	§2
4	3A	Moinian pay statement, 30 January 2026	§2
5	4A	Chase 6465 — Dec 2025 to Jun 2026	§3
6	4B	Chase 6401 — Dec 2025 to Jun 2026	§3
7	6C	Laura — Integrated Behavioral Health listing	§4
8	6K	2025 return — wages summary	§4
9	5A	AMEX 2025 — cover and payment pages	§4
10	8E	Agreement, 3 September 2019 (childcare)	§5
11	8D	Memorandum of Decision, 5 March 2018 — excerpt	§6
12	8A	Income-notice and bonus emails, June 2021	§6
13	6F	2018 and 2019 returns — wage pages	§6
14	6G	2021 and 2022 returns — Columbia W-2 pages	§6
15	8B	Produced compensation history file	§6
16	9A	Motion for contempt	§7
17	9B	Alimentor expense report	§7
18	5B	2023 insurance — actual payor email	reserve

1. Oath, completeness, mediation, and posture — 5 minutes

1. Do you understand that your answers today are under oath?
2. Did you review your January 31, 2026 financial affidavit before today?
3. Have you produced every responsive financial record in your possession?
4. Before we begin, is there any sworn financial statement you want to correct?

TAB 1 = EXHIBIT 8C

Exhibit 8C — the separation agreement — is used from here through § 8. Show only the article being asked about, and only after the question is answered.

5. Does your separation agreement require the parties to try to resolve a dispute by direct communication before going to court?
6. Does it require an attempt at private mediation before going to court?
7. Before you filed in December 2025, did you ask Kate to mediate?
8. Did you instead tell her to take the matter to court?
9. Did you file first, before Kate filed anything in this round?
10. Are you asking the court to reduce your child support?
11. Did you make any attempt at mediation before filing?

Question 11 closes the section. Article XI requires a good-faith attempt at direct communication and then private mediation before resorting to court. Take the answer and move on — the argument is made in the memorandum.

2. Sworn affidavit and omitted employer — 16 minutes

12. Did you sign a financial affidavit on January 31, 2026?
13. When you signed it, did you understand that you were certifying under the penalties of perjury?
14. Did you understand that a willful misrepresentation could subject you to sanctions?
15. Did you read the instructions on each page before signing?
16. Did you read each completed entry before signing?
17. Did the financial information on the affidavit come from you?
18. Was the affidavit intended to state your finances as they existed when you signed it?
19. Did you submit any correction before the affidavit was filed?

TAB 2 = EXHIBIT 1
Show Exhibit 1 only after Questions 12–19 are answered.

20. Is Exhibit 1 the affidavit you signed?
21. Is the signature on the last page yours?
22. Did a commissioner of the Superior Court take your acknowledgment that same day?
23. Does the page above your signature carry a printed notice that you have an affirmative duty to disclose other financial information?
24. Did you write anything in that space?
25. When you signed the affidavit, was Columbia your employer?
26. Before you signed it, had you accepted a job offer from a different employer?
27. Before you signed it, had you begun working for that different employer?
28. Before you signed it, had you performed paid work for that different employer?
29. Does Exhibit 1 identify that different employer anywhere?

TAB 3 = EXHIBIT 2
Show Exhibit 2 only after Questions 25–29 are answered.

30. Is Exhibit 2 a copy of the offer letter you received?
31. Is that your signature accepting the offer on January 7, 2026?
32. Does the offer state a January 20, 2026 start date?

33. Does the offer state an annual salary of $220,000?

TAB 4 = EXHIBIT 3A
Show Exhibit 3A only after Questions 30–33 are answered.

34. Is Exhibit 3A a pay statement issued to you?
35. Does it show a January 30, 2026 check date?
36. Is the check date one day before you signed Exhibit 1?
37. Does Exhibit 1 identify Columbia as your employer?
38. Does Exhibit 1 identify Moinian anywhere?
39. When you signed Exhibit 1, did you know Moinian was employing you?
40. When you signed Exhibit 1, did you know you had already performed paid work for Moinian?
41. Did you file any correction identifying Moinian before today?
42. When you signed Exhibit 1, was its employer disclosure complete?
43. Every income and deduction figure on Exhibit 1 was calculated on your Columbia pay. Did any of them change when Moinian began paying you?
44. Did your gross pay change?
45. Did your mandatory deductions change?
46. Did your health insurance change?
47. Is Exhibit 1 an accurate statement of your finances today?
48. Is the affidavit still before this court the one you signed on January 31?
49. Is that the affidavit you are asking the court to reduce your support on?
50. You have been working for Moinian for twenty-seven weeks. In any of those twenty-seven weeks, did you file a corrected financial affidavit?

Questions 43 to 53 are the point of this section. He swore to Columbia figures while a different employer was already paying him a different salary — so either nothing changed when he changed jobs, which is not credible, or the affidavit his whole motion rests on was wrong when he signed it and he has never corrected it. Take the answer and stop.

3. Claimed deficit and account balances — 10 minutes

51. When you signed Exhibit 1, did you believe your actual weekly expenses exceeded your actual weekly income?
52. Did you believe your actual shortfall was approximately $1,839 every week?
53. Did you expect that shortfall to continue after you began earning the Moinian salary?
54. Does Exhibit 1 therefore claim a weekly shortfall of $1,839.08?
55. Are the Chase accounts ending 6465 and 6401 your accounts?
56. Were both accounts disclosed on Exhibit 1?

TAB 5 = EXHIBIT 4A · TAB 6 = EXHIBIT 4B
Show Exhibits 4A and 4B only after Questions 51–56 are answered.

57. Are Exhibits 4A and 4B statements for those accounts?
58. Do they show combined balances of approximately $18,094 on December 10, 2025?
59. Do they show combined balances of approximately $42,236 on June 10, 2026?
60. Did the combined balances increase by approximately $24,142 during that period?
61. Is the period between those two statements twenty-six weeks?
62. At $1,839.08 a week, twenty-six weeks is $47,816. Did your combined balances fall by $47,816 over that period?
63. They rose by $24,142 instead. Is that a difference of about $72,000 from what your affidavit says?
64. Does Exhibit 1 report zero dollars in contributions from household members?
65. When you signed Exhibit 1, did the $1,471.57 weekly home figure represent an amount you were actually paying?
66. Were you personally paying the entire $1,471.57 every week?
67. Was any part of that amount being paid by Laura?
68. Did you reimburse every amount Laura paid toward the home?
69. Do Exhibit 4A statements show a recurring $4,200 monthly payment to Webster?
70. Did that $4,200 payment include real-estate taxes?
71. Did it include homeowners insurance?
72. Have you produced records supporting the difference between $4,200 per month and the approximately $6,377 per month claimed on Exhibit 1?
73. Was the $1,471.57 weekly figure accurate when you signed it?

74. Your affidavit claims you are short $1,839 every week. Childcare is $800 of that and the housing difference is another $502. Is there a document supporting either figure?

75. Over the six months you say you were short $1,839 every week, did your bank balances go up, or down?

Questions 74 and 80 are the point of this section. Two unsupported lines account for 71% of the shortfall he swore to, and over the same period his accounts rose $24,142. Take both answers and stop.

Do not examine on liabilities, total net assets, or the value of 187 Kings Drive. *Consumer debt is not an allowable deduction under Regs. § 46b-215a-1(1), so the topic cannot raise the guideline number; proving he carries debt corroborates the very shortfall he is claiming. Hold the card balances for rebuttal if he asserts debt hardship at the hearing.*

Question 64 is the one to land. A weekly rate invites a shrug; the total does not. Twenty-six weeks at the shortfall he swore to is ***$47,816*** *that should have come out of those accounts. They went up* ***$24,142*** *instead — a* ***$72,000*** *gap between his sworn affidavit and his own bank statements. Ask 61 first so the arithmetic is his, not yours.*

Do not net the tax refunds out of the balance increase. The figure is ***$24,142****. If his counsel wants to argue that $18,028 of it was refunds, let them do it on redirect — the answer is still that the balances rose while he swore he was short $1,839 every week, and we are not making the argument for him.*

4. Laura, and the reason he gave for the reduction — 11 minutes

The two grounds he actually gave Kate were Laura's job loss and another baby on the way. Take both cold, establish that she is working today, then ask the only question that matters: did he ever tell Kate.

The reasons he gave — no exhibit

76. When you first asked Kate to lower child support, did you tell her Laura had lost her job?
77. Did you also tell her another baby was on the way?
78. Did you tell her Laura would have no income for the foreseeable future?
79. Were those the reasons you gave her?
80. Did you authorize your attorney to move to quash the subpoena for Laura's income, bank and credit-card records?
81. Does that motion say her records are irrelevant to child support?

Did she lose it, and does she have one now — still no exhibit

82. Did Laura lose her job in 2025?
83. Does she have a job now?

TAB 7 = EXHIBIT 6C
Show Exhibit 6C only after Questions 82–86 are answered.

84. Does Exhibit 6C identify Laura as part of Integrated Behavioral Health's team?

TAB 8 = EXHIBIT 6K
Show Exhibit 6K — the wages page of his 2025 return — only after Questions 87–88 are answered.

85. Did MODA LLC pay Laura $128,322 in 2025?

The household contribution entry

86. Does Exhibit 1 report zero dollars in contributions from household members?
87. Did Laura make any payment on the household AMEX account during 2025?

TAB 9 = EXHIBIT 5A

Show Exhibit 5A only after Questions 86–87 are answered.

88. Do the payment pages in Exhibit 5A contain twelve payments bearing Laura's name?
89. Do you dispute that those twelve payments total approximately $80,570?
90. Have you produced records tracing those payments to your funds?
91. Was the zero-dollar household-contribution entry accurate when you signed it?

The silence

92. Have you ever told Kate that Laura is employed?
93. Have you ever told her what Laura earned?
94. Have you corrected what you wrote on October 1, 2025?
95. Is Laura's lost income still part of why you are asking this court to reduce your support?
96. Her income was your reason for asking Kate. Is it irrelevant now because Kate is the one asking?

Questions 92 to 20 are the section. He made the representation to get the reduction and never took it back — and now calls her income irrelevant when Kate subpoenas it. Ask them flatly, one at a time, and let the answers sit. Do not characterise them. Everything about MODA's history, 2024 figures, severance and unemployment has been cut: none of it is needed to prove she is working today.

5. Claimed $800 weekly childcare expense — 4 minutes

Objective is allocation only. *Since September 3, 2019 each party bears 100% of his or her own childcare (Agreement #137.00, approved and so ordered). Kate owes no share of his childcare and there is no add-on to litigate.* ***Do not ask any question implying Kate should contribute.*** *What matters is whether any of the $800 is Scarlett's, and whether any payment record exists.*

TAB 10 = EXHIBIT 8E
Exhibit 8E — the September 3, 2019 agreement — only if he disputes Question 97.

97. Since September 2019, have you and Kate each paid 100% of your own childcare costs?
98. When you signed Exhibit 1, was $800 your actual weekly childcare cost?
99. Was Scarlett included in the care covered by the $800?
100. How much of the $800 was for Scarlett?
101. Have you produced the provider's name and contact information?
102. Have you produced invoices supporting $800 per week?
103. Have you produced the calculation used to reach $800 per week?
104. Does any statement you produced show an $800 childcare payment in a single week?
105. Was the $800 weekly figure accurate when you signed Exhibit 1?
106. You have produced no provider, no invoice and no calculation. What document does the $800 rest on?

Question 106 is the close. $800 a week is $41,600 a year, and nothing at all has been produced for any part of it.

Cut from this section — the credit-card charges. *The prior draft put three Brightwheel/Trinity charges to him. They prove nothing: agreement #137.00 makes each party bear 100% of his or her own childcare, so no amount of his childcare can move the guideline number, and a card charge in the right range corroborates that he pays something rather than showing the $800 is false. What carries the section is that he has produced no provider, no invoice and no calculation. Exhibit 7C is no longer used here.*

Also cut. *The prior draft asked whether he marked the affidavit's "not currently paying" box beside the childcare figure. He marked 31 of 35 such boxes — every line carrying an amount — and left blank only the four with no amount. That pattern is a misread instruction, not an admission; he will say so in one sentence, and the question invites him to explain his affidavit sympathetically.*

6. Agreement obligations: the bonus and the 15% notice — 21 minutes

Order matters. Establish both obligations, then the 2018 construction, then the appeal, then take his blanket denials for the whole period, and only then the 2018→2019 specifics. Nothing is shown until Question 140.

The obligations

107. At the time of the divorce, did your agreement require you to pay Kate 15 percent of your net annual bonus each year?

108. Was that payment due on or before April 30?

109. Did the agreement also require you to tell Kate about any change in your income of 15 percent or more?

110. Was that notice due by the end of the month in which the change happened?

111. Did you understand both requirements?

112. Has any court order ever terminated the bonus requirement?

113. Has any court order ever terminated the income-notice requirement?

The 2018 construction

TAB 11 = EXHIBIT 8D
Show Exhibit 8D — the March 5, 2018 Memorandum of Decision — only after Questions 107–113 are answered.

114. In March 2018, did a judge of this court decide that the bonus paragraph was clear and unambiguous?

115. Did that decision find you were obligated to pay Kate 15 percent of your 2016 net annual bonus?

116. Did it find that amount to be $2,813.93?

117. Were you ordered to pay it in ten monthly installments beginning April 1, 2018?

118. Have you paid Kate a share of any bonus since 2018?

The appeal

119. After that March 2018 decision, did you appeal it?

120. Did you appeal the part deciding what the bonus paragraph meant?

121. While your appeal was pending, did any court stay the bonus obligation?

122. In April 2019, did the Appellate Court affirm?

The whole period — take the blanket answers cold, show nothing

123. **Between 2018 and today, have you received a bonus of any kind, from any employer?**
124. In which years?
125. In what amounts?
126. **Since 2018, have you ever paid Kate 15 percent of a net bonus?**
127. **Between 2018 and today, has your salary ever increased by 15 percent or more?**
128. **Has your total income ever increased by 15 percent or more from one year to the next?**
129. Since 2018, have you ever sent Kate written notice of an income change?
130. If you did, when, and by what means?
131. In June 2021, what did you tell Kate your salary was at that time?

The 2018 to 2019 change

TAB 11 = EXHIBIT 8D

Exhibit 8D is already marked. For Question 136, put the page construing the bonus paragraph back in front of him — the question turns on what the court decided, and he should be looking at it.

132. Did you change jobs around 2018 or 2019?
133. Was your income higher in 2019 than in 2018?
134. Roughly how much higher?
135. If your 2019 income was about $38,600 higher than 2018, was that increase salary or bonus?
136. Was that the first bonus you received after the court told you what the paragraph meant?
137. Did you pay Kate 15 percent of the net amount of any bonus you received in 2019?
138. Did you pay Kate 15 percent of the net amount of any bonus you received in 2020?
139. In any year since 2017, have you ever told Kate the amount of a bonus you received?

TAB 12 = EXHIBIT 8A

Show Exhibit 8A — the June 11, 2021 e-mail thread — only after Questions 123–136 are answered.

140. On June 11, 2021, did you tell Kate your total bonus income for 2019 and 2020 was "$0"?
141. Ninety minutes later that same day, did you tell her the 2019 figure "includes two yrs of bonus"?
142. That afternoon, did you tell her "My salary has never increased 15% or above"?
143. Did she ask you for paystubs showing how the 2019 increase split between salary and bonus?
144. Did you provide them?

TAB 13 = EXHIBIT 6F

Show Exhibit 6F — the 2018 and 2019 return wage pages — only after Questions 140–147 are answered.

145. When you wrote "My salary has never increased 15% or above" in June 2021, had that increase already happened?

TAB 14 = EXHIBIT 6G

Show Exhibit 6G — the 2021 and 2022 Columbia W-2 pages — only after Questions 145–145 are answered.

146. Did your Columbia wages rise from $163,575.60 to $195,035 between those two years?
147. Did you tell Kate about that increase?
148. Did you tell her by the end of the month in which it occurred?

The compensation history

TAB 15 = EXHIBIT 8B

Show Exhibit 8B only after the bonus and notice questions are answered.

149. Is Exhibit 8B the file you produced as your compensation history?
150. Does that file contain only the words "Currency Job"?
151. Is that your complete Columbia compensation history?

152. Since 2018, have you ever sent Kate written notice of a 15 percent change in your income?

153. Since 2018, have you ever paid Kate any share of a bonus?

154. Other than the payment a judge ordered you to make in 2018, have you ever volunteered to pay Kate a share of a bonus, or given her notice of an increase of 15 percent or more?

Questions 152 to 164 close the section. Two obligations, live since 2016, construed by this court in 2018 and affirmed on appeal in 2019 — and on his own answers, neither has ever been performed.

The clause says "income," not "salary." *Art. II ¶4(d) requires notice of "any change in his or her* ***income*** *of 15% or more." In June 2021 he answered that his salary had never increased 15 percent or more, then explained the 2019 spike as bonus. On the clause's actual wording that answer is non-responsive: bonus is income. Q128 is the question the agreement actually asks, and Q127 exists only to capture the narrower denial first.*

Do not walk him through the thread. *The prior draft put twelve questions to him, timestamp by timestamp, asking him to confirm he wrote each message. That is reading e-mail aloud, and every extra line gives him room to explain. Three facts carry the whole thread: he said the bonus was* ***$0****, he said ninety minutes later that 2019 held* ***two years of bonus****, and he said his salary had* ***never*** *risen 15%. Take those three and move to the returns.*

We now hold the returns — the percentage can be put to him as a fact. *An earlier draft of this note warned that the 2018→2019 figure was Kate's computation from returns we did not hold, and told you not to assert it.* ***That limitation is gone.*** *The 2018 return was located by the client on July 28 and the 2019, 2020 and 2021 returns were recovered from the mailbox the same day. Both figures are now documents.*

Every figure is Thomas alone. In years he filed jointly the Form 1040 line 1 wages figure combines his wages with Laura's, so his Columbia Form W-2 Box 1 is used instead.

Year	Wages	Change	%	Basis
2017	$164,380.00	—	—	1040 line 1, Single
2018	$186,023.00	+$21,643.00	+13.17%	1040 line 1, Single
2019	**$224,659.00**	**+$38,636.00**	**+20.77%**	1040 line 1, Head of Household
2020	$155,024.00	–$69,635.00	–31.00%	Columbia W-2 Box 1, Married filing jointly — *assumed*
2021	$163,575.60	+$8,551.60	+5.52%	Columbia W-2 Box 1, Married filing jointly
2022	**$195,035.00**	**+$31,459.40**	**+19.23%**	Columbia W-2 Box 1, Married filing jointly
2023	$199,288.00	+$4,253.00	+2.18%	Columbia W-2 Box 1, Married filing jointly

Year	Wages	Change	%	Basis
2024	$205,914.00	+$6,626.00	+3.32%	Columbia W-2 Box 1, Married filing jointly
2025	$201,949.00	–$3,965.00	–1.93%	Columbia W-2 Box 1, Married filing jointly

2 increases of 15% or more: 2019, 2022.

*> **2020 is not yet proved.** Assumes Columbia was his only 2020 employer. The return carries two W-2 records; record 2 is his Columbia W-2, and record 1 is blacked out in full. Joint line 1 is $263,847, leaving $108,823 concealed. Read as Laura's because the return is joint and he admitted in writing on 10 June 2021 to redacting her information. NOT YET PROVED -- if record 1 were a second employer of his, 2020 would itself be a violation.*

> Resolves by: Unredacted 2020 return (discovery Tier 4 item 13), or his deposition answer on 2020 employers

Two violations of Art. II ¶4(d), not one.

***2018** → **2019: +20.77%** ($186,023.00 → $224,659.00)*

- Basis: 1040 line 1, Head of Household

- Source: Form 1040 line 1. HOH box marked; spouse name and spouse SSN blank; Scarlett claimed as dependant

***2021** → **2022: +19.23%** ($163,575.60 → $195,035.00)*

- Basis: Columbia W-2 Box 1, Married filing jointly

- Source: Columbia Form W-2 Box 1, taxpayer column. Corroborated at p.32, 2022 New York Two Year Comparison: federal AGI $352,883 (2021) v $367,277 (2022)

***Why Q123–Q130 come before Q132–Q136.** They are the clean sweep, and they must be taken before he sees anything. Q127 and Q128 are deliberately separate: in June 2021 he wrote that his salary had never increased 15 percent or more, then explained the 2019 spike as bonus. Asking only about salary lets him repeat that parse; asking about total income closes it. If he denies any bonus since 2018, Q142 is his own writing to the contrary.*

***Why the timing matters.** Q119–Q122 and Q136 put the chronology in his own words before any document appears: the court construed the clause in March 2018, he appealed it, the 2019 lump arrived while that appeal was pending, and the Appellate Court affirmed in April 2019. The 2018 contempt failed only because the court found a "good faith disagreement" about a clause it was construing for the first time. That defence is not available for a bonus received after the construction. **Do not argue willfulness with him** — take the dates and let the record carry it.*

***Two bonuses mean two obligations — and "paid early" does not make one disappear.** ¶4(b) measures "his **net annual bonus income**, if any," annually. If both bonuses fell in 2019, both are in the 2019 figure and 15 percent of the net was due by April 30, 2020. If one belonged to an earlier year, then 15 percent of that one was due by April 30 of the earlier year and the other by April 30 of the later year — **two separate unpaid obligations**. There is no reading in which early payment extinguishes either. Q137 and Q138 put that to him year by year; do not argue the construction, take the answers.*

Do not litigate whether he paid the 2016 share, or when. *He paid it, and whatever the timing, the 2018 contempt was resolved by an agreement dated 23 April 2018. Chasing the date spends time on a closed issue and invites him to explain. Question 118 asks only what is unanswerable:* ***since 2018, has he paid a share of any bonus at all.*** *The 2016 award matters as proof the obligation is real and construed, not as a grievance.*

The exposure is not limited to 2019. *¶4(b) runs "each year," and ¶4(d) ties the exchange obligation to "so long as child support is payable" — which it still is.* ***Every year from 2017 through 2025 is potentially in play, and no bonus evidence has been produced for any of them.*** *The only adjudicated year is 2016. Q123–Q126 and Q139 establish the scope; the amounts come from the returns and payroll records, not from this examination.*

Two limits to respect. *We do not know the amounts of the two 2019 bonuses. And ¶4(b) nets* ***Kate's*** *net annual bonus income against his — her own 2026 affidavit carries a bonus line, so an offset applies in any year she received one. Establish the obligation and the non-payment here; compute nothing.*

Why the fork works. *$186,023 to $224,659 is* ***+20.77 percent*** *— above the notice threshold. Whichever answer he gives at Q135, an obligation follows: salary triggers the ¶4(d) notice he never gave, bonus triggers the ¶4(b) payment he denied receiving ninety minutes earlier the same day. Take the answer and move on; do not argue the percentage with him.*

Q145 is the sentence to get. *His June 11, 2021 denial — "My salary has never increased 15% or above" — was not a statement that later became untrue. The 2019 increase had already happened when he wrote it. Q145 and Q146 put the two filing statuses on the record first, so Q145 asks him to reconcile a fact already established. Ask it once, plainly, and stop.*

He has an answer for 2019; he has none for 2022. *Expect "two yrs of bonus, paid early due to job change" — and the documents partly bear it out: Related Management in 2018, Columbia by 2019, and his 2020 wages then fell. That defence cannot reach 2021→2022, which is the same employer in both years with no job change and no bonus-timing story. If he starts arguing 2019, move to Q148.*

Q147 now covers 2018 through 2021. *He has produced none of those four returns in this case — Kate holds them because she was sent them years ago or found them herself. That is the compliance gap the deficiency letter rests on.*

7. The $1,153.99 contempt demand — 10 minutes

Foundation first — the governing clause.

155. *[Exhibit 8C, Art. II ¶5]* Does your separation agreement require the parties to consult and make mutual decisions about the child's activities?
156. Does the fifty-fifty split apply only if the parties agree to the activity?
157. Does the agreement require both of you to keep receipts and reconcile?
158. Does the March 2018 order require you to share equally Scarlett's unreimbursed **medical and childcare** expenses?
159. Are activity fees, clothing and equipment covered by that March 2018 order, or by the activities paragraph of the agreement?
160. Did you personally approve the $1,153.99 amount demanded from Kate?
161. Before filing, did you verify that the amount was mathematically correct?
162. Before filing, did you subtract every payment and credit Kate had already made?
163. Before filing, did you verify that Kate had agreed to each activity included?
164. For the 2026 spring soccer registration, did you ask Kate before you registered Scarlett?
165. What did Kate say that you treat as her agreement?
166. Do you have anything in writing from Kate agreeing to any of the expenses in that itemization?
167. For any of them?

TAB 16 = EXHIBIT 9A
Show Exhibit 9A only after Questions 160–165 are answered.

168. Does Exhibit 9A allege that Kate owes exactly $1,153.99?
169. Does Exhibit 9A attach an itemization totaling $1,153.99?

TAB 17 = EXHIBIT 9B
Show Exhibit 9B only after Questions 168–169 are answered.

170. Does it total the expenses entered under your name at approximately $1,894.53?
171. Is one half of $1,894.53 approximately $947.27?
172. Is $947.27 less than the $1,153.99 demanded in your motion?

173. Does the report itself note at least $85 in payments or credits from Kate?

174. Is $1,153.99 printed as the balance due on any page of Exhibit 9B?

175. Have you produced any written calculation that equals $1,153.99?

176. The fifty-fifty split applies only if the parties agree to the activity. Do you have Kate's agreement in writing for any expense in that itemization?

177. For any single one of them?

Questions 176 and 185 are the close. He moved for contempt on a figure his own record does not produce, under a clause that applies only on agreement he cannot show.

9. Shared-custody deviation and reduction history — 14 minutes

***Do not ask whether he claims a qualified-child deduction for Cole or Cameron.** Section VI of his own affidavit names both children, so the facts are already in evidence and the question only signals the theory. The deduction is fought on the law — Regs. § 46b-215a-2c(d)(1)(B) confines it to an initial award or to a parent defending a modification — and on his wife's actual contribution, which is § 4.*

178. Are you asking the court to order less than the guideline amount for Scarlett?

179. What deviation are you asking for?

180. What facts support it?

181. What expenses for Scarlett have increased for you because of the shared schedule?

182. For each one, how do you know it is Scarlett's rather than another child's in your household?

183. Have you produced a contemporaneous overnight calendar for the last twelve months?

TAB 17 = EXHIBIT 9B
Show Exhibit 9B only after Questions 178–183 are answered.

184. Is Exhibit 9B your own record of expenses for Scarlett?

185. Did you make those entries?

186. Roughly what did you spend on her in a typical week over those four years?

TAB 11 = EXHIBIT 8D
Show Exhibit 8D only after Questions 184–186 are answered.

187. In March 2018, did the court grant your motion and reduce support from $298 to $225 per week?

188. Did the court base the shared-custody deviation on a finding that Kate's weekly expenses had gone down and yours had gone up?

189. Are you asking for a deviation now on the same shared-custody arrangement?

The equal split and the 2025 return cannot both be true. Take the schedule first, in his own words, before the return is mentioned.

190. Under your current arrangement, do you and Kate divide Scarlett's overnights equally?

191. Has that been the arrangement each year?

192. Is that the equal division you are relying on for the deviation you are asking for?

TAB 8 = EXHIBIT 6K
Show the dependants page of Exhibit 6K only after Questions 190–192 are answered.

193. Did you file a 2025 federal tax return?

194. Did you claim Scarlett as a dependent on it?

195. On that return, is the box marked stating that Scarlett lived with you for more than half of 2025?

196. Did Scarlett live with you for more than half of 2025?

197. If you and Kate divided the overnights equally, could she have lived with you more than half the year?

198. Did you sign that return?

How many times he has brought Kate to court

> ***This is the section for the judge, not the witness.*** *Four proceedings since the 2016 divorce, three of which sought or produced a reduction in what he pays. Take the dates flatly and let the pattern speak — do not characterise it for him.*

199. Since the 2016 divorce, how many times have you asked a court to reduce or change what you pay?

200. Did you file a motion in September 2017 seeking lower child support?

201. Did the resulting order reduce support from $298 to $225 per week?

202. Did you then appeal?

203. In that appeal, did you ask the Appellate Court to replace the order with $103 per week?

204. Did you calculate $103 by subtracting Kate's share from yours?

205. Did the Appellate Court affirm the $225 order?

206. Did you file again in August 2019?

207. Did you file again in December 2025?

208. When you first asked this court to lower your support in 2017, what were you earning?

209. Your Moinian salary today is $220,000. Is that right?

210. Before you filed this motion in December 2025, had Kate ever filed a motion to increase your child support?

211. Had she ever asked you to increase it?

212. Your income rose more than 15 percent in 2019, and again in 2022. Did you tell her about either one?

Questions 208 and 229 close the section, and they are the ones for the judge. Four proceedings, three touching what he pays, and every one of them in the same direction.

On the appeal, do not ask whether he claimed the judge was biased. *His brief never uses the word. It says the judge "was unfamiliar with our case and did not follow" the standard hearing format, and that the result "heavily favors" Kate. If the wording is wanted, quote it; asking about bias invites a truthful denial.*

On counting, the defensible statement is four proceedings *— September 2017, the 2018 appeal, August 2019, and December 2025 — of which three sought or produced a reduction in what he pays. The August 2019 motion's completed relief box reads "child care arrangement," so do not describe it as a support-reduction motion. The December 2025 filing is* ***one*** *motion with an order to show cause, not two.*

10. Close — 2 minutes

213. Are you relying on any material factual basis for a reduction that we did not discuss today?
214. Is there any supporting document that has not been produced?
215. Do you stand by every sworn entry in Exhibit 1 that you have not corrected today?

If time remains — precise follow-up questions

216. Is your current annual base salary $220,000?
217. Have you received or earned any bonus or incentive compensation in 2026?
218. After your last regular Columbia paycheck, did Columbia make another payment to you?
219. Before reviewing the Chase statements today, did you know what that payment was for?
220. Did New York Life make more than one payment to you in early 2026?
221. Before reviewing the Chase statements today, did you know what those payments were for?
222. Does Exhibit 4A show a Columbia payment of approximately $10,296.55 on April 24, 2026?
223. Does Exhibit 4A show six New York Life payments of approximately $1,177.32 each?
224. Have you produced the Columbia pay advice supporting the $10,296.55 payment?
225. Have you produced source records explaining the New York Life payments?
226. Did you receive a bonus in 2018?
227. Did you receive a bonus in 2019?
228. Did you receive a bonus in 2020?
229. Did you receive a bonus in 2021?
230. Did you receive a bonus in 2022?
231. Did you receive a bonus in 2023?
232. Did you receive a bonus in 2024?
233. Did you receive a bonus in 2025?
234. Did Laura later send you money for any household expense you had claimed as your own?
235. Does Exhibit 5B contain your statement that Laura was the actual payor of the insurance bill discussed there?
236. Have you produced Laura's 2025 W-2 or any record of her 2025 earnings?
237. Have you produced the 1099-G for the $9,414 shown as unemployment on your 2024 return?

Removed from this block. *The Laura-relevance questions now sit in § 4(c) and the therapist follow-up in § 8; asking them twice wastes reserve time. The judicial-bias questions are removed for the reason given at § 9 — his brief never uses the word, the rescript contains no reasoning to characterise, and the question invites a truthful denial.*

Material denial or lack of recollection

238. Is that your final answer?
239. Are you testifying that you do not remember?
240. Would a document help you answer accurately?
241. Did you review that document before today?
242. Is the displayed record authentic?
243. Does the displayed record refresh your recollection?
244. Are you changing any part of your prior answer?