KATHLEEN BUDRAWICH *v.* EDWARD BUDRAWICH, JR.
(AC 36342)

Sheldon, Keller and Schaller, Js.

Argued December 4, 2014—officially released April 21, 2015

(Appeal from Superior Court, judicial district of Fairfield, Abery-Wetstone, J. [dissolution judgment]; Klatt, J. [motion for modification].)

Heather M. Brown-Olsen, with whom, on the brief, was *Aleksandr Y. Troyb*, for the appellant (plaintiff).

Edward Budrawich, Jr., self-represented, the appellee (defendant).

Opinion

KELLER, J. The plaintiff, Kathleen Budrawich, appeals from the judgment rendered by the trial court denying her postdissolution amended motion to modify orders for child support and the payment of the parties' minor children's medical expenses, and ordering the parties to submit to arbitration to resolve their dispute concerning reimbursement for past expenses that each party had incurred on behalf of their minor children. The plaintiff claims that the court erred in denying her amended motion to modify by improperly concluding that there had been no substantial change in the parties' circumstances. She claims that the court failed to consider whether a continued deviation of the parties' child support order from the child support guidelines[1] was inequitable or inappropriate, and that continuing to deviate the parties' child support order from the child support guidelines was, in fact, neither equitable nor appropriate. In addition, she claims that the court's order requiring the parties to submit to arbitration to resolve their dispute over certain unreimbursed expenses that each party had incurred on behalf of their minor children is overbroad. We reverse the judgment of the court in part and vacate only the portion of the judgment ordering the parties to submit to arbitration.

The following facts, as set forth by this court in a prior appeal, and procedural history are relevant here. "[The plaintiff and the defendant, Edward Budrawich, Jr.] were married in 1982, and three children were born of the marriage—the first in March, 1989, the second in April, 1992, and the third in June, 1995. The plaintiff filed an action seeking dissolution of the parties' marriage in June, 2004. In June, 2006, the parties reached an agreement regarding a parenting plan, which the court [*Abery-Wetstone*, *J.*] found to be in the best interests of the children. Accordingly, it approved and incorporated the agreement by reference into the judgment of dissolution. The parties had agreed, in part, that neither of them would be responsible for child support payments to the other because they were sharing physical custody of the children. They also agreed, however, that they would share equally in the expenses of the children, including such things as sports expenses, dance expenses, college application and preparation expenses and additional identified categories of expenses. Each party was to submit proof of the payment of these expenses to the other party on the first day of the month following the occurrence of such expenses, and the other party was to reimburse 50 percent of those costs by the fifteenth of the month. The parties also entered into a binding arbitration agreement in November, 2006, and a corrected decision and award was issued on May 30, 2007, which the court approved at the time of dissolution. . . . After approving the parties' agreement and the decision of the arbi-

trator, on November 28, 2007, the court rendered judgment dissolving the parties' twenty-five year marriage." *Budrawich* v. *Budrawich*, 132 Conn. App. 291, 293–94, 32 A.3d 328 (2011) (*Budrawich I*).

In November, 2008, during earlier proceedings germane to, but not at issue in, the present appeal, the plaintiff filed a postdissolution motion to modify the child support and minor children's medical expenses orders, alleging a substantial change in circumstances. She claimed, in particular, that the defendant's income had significantly increased, that there was a resulting disparity in the incomes of the parties, and that the defendant had failed to reimburse her for 50 percent of certain expenses that she had incurred on behalf of their minor children, as required by the parenting plan agreement that was incorporated into the judgment of dissolution.[2] The trial court, *Hon. Howard T. Owens, Jr.*, judge trial referee, granted the motion, concluding that there had been a substantial change in circumstances.[3] The court ordered the defendant, inter alia, to pay the plaintiff $100 per week in child support and $363 per week for the minor children's expenses. On appeal, this court reversed the judgment of the trial court. Id., 306. This court concluded that the trial court had abused its discretion in modifying the parties' child support order without first determining the presumptive support amount prescribed by the child support guidelines or setting forth any findings that justified a deviation from the presumptive support amount prescribed by the child support guidelines, as mandated pursuant to General Statutes § 46b-215b.[4] Id., 300–301. This court remanded the matter to the trial court for new proceedings. Id., 306.

On remand, the trial court, *Klatt, J.*, held new proceedings on the plaintiff's motion to modify.[5] Those proceedings underlie the present appeal. During the proceedings, the parties provided testimony and introduced other evidence concerning their respective incomes, the expenses that they had incurred on behalf of the minor children, and their parenting time. In addition, at the beginning of the final day of hearings, the plaintiff filed an amended motion to modify, which the court allowed over the defendant's objection. In her amended motion to modify, the plaintiff alleged, in addition to her claim asserting a substantial change in circumstances, that a continued deviation of the parties' child support order from the child support guidelines was no longer equitable or appropriate.[6]

In September, 2013, the court issued a memorandum of decision denying the plaintiff's amended motion to modify. After reviewing the record, the court concluded that there had not been a substantial change in the financial circumstances of the parties, specifically noting that the increase in the defendant's income was not significant. The court also discredited the plaintiff's

testimony concerning her income and expenses.

Furthermore, the court rejected the plaintiff's claim that a significant change in circumstances had occurred as a result of the defendant's failure to reimburse her for certain expenses that she had incurred on behalf of their minor children. The court noted that, pursuant to the parenting plan agreement, the parties were required to submit proof of payment of expenses on behalf of the minor children to one another and pay those expenses on a monthly basis. The court further noted that the parenting plan agreement required the parties to undergo mediation with a named co-parenting counselor to resolve any dispute between them over any provision in the parenting plan agreement.[7] The court found that the parties had paid "scant attention" to those obligations. According to the court, the parties had rarely exchanged proof of payment of expenses with one another and had failed to seek mediation to resolve any issues concerning reimbursement. As a result of those failures, the court found that both parties had amassed unreimbursed expenses. Consequently, the court concluded that no significant change in circumstances had occurred on that basis and ordered that the parties submit to arbitration to determine the amounts they owed to one another on their respective claims for payment of unreimbursed expenses.[8]

Finally, the court rejected the plaintiff's claim that the defendant had failed to shoulder a proportionate share of the parties' shared parental responsibilities. The court found that the children, of their own volition, oftentimes walked to the plaintiff's home after school on the days when they were scheduled to stay with the defendant, which required the defendant to retrieve them from the plaintiff's home. The court further found that the extracurricular activities in which the children participated, in light of their ages, did not require the presence of both parties, adding that the presence of only one parent was likely less stressful for the children considering the strained relationship between the parties. In addition, the court noted that both parties testified that they had shouldered more than their required shares of parental responsibilities, and the court discredited the plaintiff's testimony that she had brought the children to more of their extracurricular activities and medical appointments than had the defendant. For the foregoing reasons, the court determined that the plaintiff had not shouldered a disproportionate share of the parties' shared parental responsibilities.[9] This appeal followed. Additional facts will be set forth as necessary.

I

First, we address the plaintiff's claim that the court erred in denying her amended motion to modify the parties' support orders. Specifically, the plaintiff claims that the court erred in failing to conclude that a substan-

tial change in the parties' circumstances had occurred on the basis of changes in the parties' incomes and the defendant's failure to reimburse her for 50 percent of certain expenses that she had incurred on behalf of their minor children. In the alternative, the plaintiff claims that the court failed to consider whether the existing deviation of the parties' child support order from the child support guidelines was no longer equitable or appropriate on the basis of the defendant's failure to spend a proportionate amount of time with the children, which allegedly resulted in her incurring additional expenses. We disagree and address each ground in turn.

We begin by setting forth the relevant standard of review. "An appellate court will not disturb a trial court's orders in domestic relations cases unless the court has abused its discretion or it is found that it could not reasonably conclude as it did, based on the facts presented. . . . In determining whether a trial court has abused its broad discretion in domestic relations matters, we allow every reasonable presumption in favor of the correctness of its action. . . . Thus, unless the trial court applied the wrong standard of law, its decision is accorded great deference because the trial court is in an advantageous position to assess the personal factors so significant in domestic relations cases . . . .

"With respect to the factual predicates on which [the trial court] based [its] decision on the motion for modification, our standard of review is well settled. Appellate review of a trial court's findings of fact is governed by the clearly erroneous standard of review. The trial court's findings are binding upon this court unless they are clearly erroneous in light of the evidence and the pleadings in the record as a whole. . . . A finding of fact is clearly erroneous when there is no evidence in the record to support it . . . or when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed." (Citation omitted; internal quotation marks omitted.) *Weinstein* v. *Weinstein*, 128 Conn. App. 558, 560–61, 17 A.3d 535 (2011). It is axiomatic that "[t]his court . . . may not retry a case. . . . The factfinding function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of circumstances . . . ." (Internal quotation marks omitted.) Id., 564.

A

We first address the plaintiff's claim that the trial court erred in concluding that there had not been a substantial change in the parties' circumstances. According to the plaintiff, a substantial change in circumstances had occurred on the basis of changes in the parties' incomes and the defendant's failure to reimburse her for 50 percent of certain expenses that she

had incurred on behalf of their minor children.[10] We disagree.

"General Statutes § 46b-86 governs the modification of a child support order after the date of a dissolution judgment. . . . Section 46b-86 (a) permits the court to modify child support orders in two alternative circumstances. Pursuant to this statute, a court may not modify a child support order unless there is first either (1) a showing of a substantial change in the circumstances of either party or (2) a showing that the final order for child support substantially deviates from the child support guidelines . . . ." (Internal quotation marks omitted.) *Weinstein* v. *Weinstein*, supra, 128 Conn. App. 561. "Both the 'substantial change of circumstances' and the 'substantial deviation from [the] child support guidelines' provision[s] establish the authority of the trial court to modify existing child support orders to respond to changed economic conditions. The first allows the court to modify a support order when the financial circumstances of the individual parties have changed, regardless of their prior contemplation of such changes. The second allows the court to modify child support orders that were once deemed appropriate but no longer seem equitable in the light of changed social or economic circumstances in the society as a whole . . . ." *Turner* v. *Turner*, 219 Conn. 703, 718, 595 A.2d 297 (1991).

"When presented with a motion to modify child support orders on the basis of a substantial change in circumstances, a court must first determine whether there has been a substantial change in the financial circumstances of one or both of the parties. . . . Second, if the court finds a substantial change in circumstances, it may properly consider the motion and . . . make an order for modification. . . . A party moving for a modification of a child support order must clearly and definitely establish the occurrence of a substantial change in circumstances of either party that makes the continuation of the prior order unfair and improper." (Internal quotation marks omitted.) *Weinstein* v. *Weinstein*, supra, 128 Conn. App. 562.

In its memorandum of decision, the court acknowledged that the parties' circumstances had changed, but found that the change was not substantial. Regarding the parties' incomes, the court stated that the increase in the defendant's income was not significant. Moreover, the court found that the "plaintiff's testimony was not credible regarding her current income and expenses." Regarding the defendant's failure to reimburse the plaintiff for 50 percent of certain expenses that she had incurred on behalf of their minor children, the court found that both parties had failed to provide proper accountings to one another of their respective expenses and that each party had incurred unreimbursed expenses. For the foregoing reasons, the court

concluded that there had not been a substantial change in the parties' circumstances.

After a careful review of the record, including the exhibits submitted by both parties, we conclude that the court did not abuse its discretion and reasonably determined that there had been no substantial change in the parties' circumstances. The court found that the parties' financial circumstances had not significantly changed since the judgment of dissolution in 2007.[11] The evidence indicates that both the plaintiff's and defendant's incomes in 2007 had increased significantly by 2013. Furthermore, the child support guidelines worksheets that the plaintiff submitted into evidence show that the percentage that each parent would have owed in child support, had the parties' child support order been entered on the basis of the child support guidelines, changed minimally from 2008 to 2013.[12] The foregoing evidence supports the court's conclusion that the financial circumstances of the parties had not substantially changed.

In addition, the court found that both parties had failed to abide by the parenting plan agreement by failing to provide proper accountings to one another of the expenses that they had incurred on behalf of their minor children. The court reasonably concluded that no substantial change in circumstances had occurred when both parties continuously had failed to exchange proof of payment of expenses with one another and properly reimburse one another for their respective expenses for their minor children from the inception of their agreement.

For the foregoing reasons, we conclude that the court reasonably determined that the plaintiff failed to meet her burden to prove that there had been a substantial change in the parties' circumstances that warranted a modification of the parties' support orders.

B

Alternatively, the plaintiff claims that the court failed to consider whether a continued deviation of the parties' child support order from the child support guidelines was inequitable or inappropriate, pursuant to § 46b-86 (a). The plaintiff further asserts that a continued deviation of the parties' child support order from the child support guidelines was inequitable or inappropriate on the basis of the defendant's failure to spend a proportionate amount of time with the parties' minor children, resulting in the incurrence of additional expenses by the plaintiff.[13] We disagree on both grounds.

Pursuant to § 46b-86 (a), as an alternative to claiming a substantial change in circumstances, a party may seek modification of an existing child support order on the ground that the child support order substantially deviates from the presumptive amount of support pre-

scribed by the child support guidelines. Courts may enter child support orders deviating from the child support guidelines if certain criteria are met that justify the deviation.[14] "[O]nce the court enters an order of child support that substantially deviates from the guidelines, and makes a specific finding that the application of the amount contained in the guidelines would be inequitable or inappropriate, as determined by the application of the deviation criteria established in the guidelines, that particular order is no longer modifiable solely on the ground that it substantially deviates from the guidelines." (Internal quotation marks omitted.) *Weinstein* v. *Weinstein*, supra, 128 Conn. App. 562. Rather, the party seeking modification must instead show that maintaining a child support order that deviates from the child support guidelines is inequitable or inappropriate as a result of a substantial change in circumstances.[15] See id., 563–64.

The following additional facts are relevant here. In their parenting plan agreement, the parties agreed that "[n]either party shall pay child support to the other at the present time, based upon the shared physical custody situation presently in place. The parties agree to deviate from the [c]hild [s]upport [g]uidelines on this basis."[16] Without objection from either party, the court confirmed this agreement and incorporated it in its entirety into the judgment of dissolution, specifically referencing the first sentence from the agreement's child support provision, which specified the deviation criterion.

1

First, we reject the plaintiff's claim that the court failed to address the issue of whether a continued deviation of the parties' child support order from the child support guidelines was inequitable or inappropriate. In its memorandum of decision, the court directly considered and rejected the plaintiff's claim that the defendant did not perform a proportionate share of the parties' shared parental responsibilities. Although the court did not specifically state that it had analyzed that claim under the substantial deviation prong of § 46b-86 (a), the plaintiff raised that claim in her amended motion to modify and her post-hearing brief for the sole purpose of asserting that a continued deviation of the parties' child support order from the child support guidelines was no longer equitable or appropriate. Therefore, absent any indication to the contrary, it is reasonable to conclude that the court analyzed that specific claim under the substantial deviation prong of § 46b-86 (a).

Furthermore, following the court's judgment on her amended motion to modify, the plaintiff filed a motion for rectification and articulation, claiming, inter alia, that the court had failed to consider whether a continued deviation of the parties' child support order from the child support guidelines was inequitable or inappro-

priate. The court denied the motion, stating that it had "considered all statutory criteria, case law and credible testimony in rendering its decision. [It] specifically allowed testimony from the plaintiff regarding the additional basis for modification set forth in [the plaintiff's amended motion to modify]."

Therefore, on the record before us, we reject the plaintiff's contention that the trial court failed to consider her claim that a continued deviation of the parties' child support order from the child support guidelines was inequitable or inappropriate.

2

Having concluded that the court considered the plaintiff's claim under the substantial deviation prong of § 46b-86 (a), we now address and reject the plaintiff's assertion that a continued deviation of the parties' child support order from the child support guidelines was inequitable or inappropriate.

To satisfy her burden to prove that a continued deviation of the parties' child support order from the child support guidelines was no longer equitable or appropriate, the plaintiff had to show that the shared physical custody arrangement between the parties, which underpinned the parties' original agreement to deviate from the child support guidelines, was no longer tenable. The plaintiff asserts that the defendant failed to spend a proportionate amount of time with their minor children, as required by their parenting plan agreement, and thereby increased the expenses that she had incurred on behalf of the minor children. The plaintiff claims that the defendant's actions undermined the parties' shared physical custody arrangement and, therefore, continuing to deviate their child support order from the child support guidelines on that basis was no longer equitable or appropriate.

After a careful review of the record, we reject the plaintiff's claim and agree with the court's reasonable determination that the defendant had not failed to shoulder a proportionate share of his parental responsibilities.[17] As the court found, the defendant introduced sufficient evidence to challenge the plaintiff's assertion that he did not spend a proportionate amount of time with the minor children. Further, the court "credit[ed] little of [the plaintiff's] testimony" regarding this claim. Our review of the record indicates that the court's credibility determination was not clearly erroneous, and we thereby defer to the court's conclusion regarding the credibility of the plaintiff's testimony. See *Talbot* v. *Talbot*, 148 Conn. App. 279, 293, 85 A.3d 40 (2014).

For the foregoing reasons, we conclude, as the court reasonably determined, that the plaintiff failed to meet her burden to prove that a continued deviation of the parties' child support order from the child support guidelines was inequitable or inappropriate.

II

Next, the plaintiff broadly presents the following claims: (1) the trial court erred in using a " 'totality of the evidence' " standard in determining whether to modify child support; (2) the court used the wrong standard of review when it failed to compare the net income of the parties at the time of the dissolution of the marriage in 2007 with the " 'current conditions' " existing at the time of the new proceedings in 2013; (3) the court erred by comparing the plaintiff's financial affidavits without considering the defendant's financial affidavits; and (4) the court erred in making various factual findings.

The foregoing claims are mere abstract assertions, unaccompanied by a reasoned application of facts and relevant law, which we decline to review. "It is well settled that [w]e are not required to review claims that are inadequately briefed. . . . We consistently have held that [a]nalysis, rather than mere abstract assertion, is required in order to avoid abandoning an issue by failure to brief the issue properly. . . . [F]or this court judiciously and efficiently to consider claims of error raised on appeal . . . the parties must clearly and fully set forth their arguments in their briefs. We do not reverse the judgment of a trial court on the basis of challenges to its rulings that have not been adequately briefed. . . . [A]ssignments of error which are merely mentioned but not briefed beyond a statement of the claim will be deemed abandoned and will not be reviewed by this court." (Internal quotation marks omitted.) *Clelford* v. *Bristol*, 150 Conn. App. 229, 233, 90 A.3d 998 (2014).

III

We now address the plaintiff's claim that the court's order requiring the parties to submit to arbitration to resolve their dispute concerning certain unreimbursed expenses that they had incurred on behalf of their minor children is overbroad.[18] We decline to address that specific claim on the basis of our conclusion that the court's arbitration order was improper in its entirety.

The following additional facts are relevant here. During the proceedings on remand, the plaintiff and the defendant each claimed that the other owed unreimbursed expenses that each had incurred on behalf of their minor children. The trial court ordered the parties to submit to arbitration to determine the amounts of unreimbursed expenses that each owed to the other, with the costs of the arbitration to be shared equally between them. On appeal, the plaintiff does not challenge the court's authority to order the parties to submit to arbitration, but solely claims that the arbitration order is too broad and should be narrowed to consider only specific expenses claimed by the parties during the new proceedings.[19]

Although neither party, on appeal, has challenged the court's authority to order the parties to submit to arbitration, the claim raised by the plaintiff logically implicates that issue. We conclude that the court erred in ordering the parties to submit to arbitration to resolve their dispute over unreimbursed expenses because the parties did not execute a voluntary arbitration agreement. Pursuant to General Statutes § 46b-66 (c),[20] parties may agree, with the court's permission, to pursue arbitration to resolve certain issues related to their dissolution. A court does not, however, have the authority to order parties to submit such issues to arbitration absent a voluntary arbitration agreement executed between the parties. "Arbitration is a creature of contract and without a contractual agreement to arbitrate there can be no arbitration. . . . [T]he basis for arbitration in a particular case is to be found in the written agreement between the parties." (Citations omitted; internal quotation marks omitted.) *Young* v. *Metropolitan Property & Casualty Ins. Co.*, 60 Conn. App. 107, 115–16, 758 A.2d 452, cert. denied, 255 Conn. 906, 762 A.2d 912 (2000). "Parties who have contracted to arbitrate certain matters have no duty to arbitrate other matters which they have not agreed to arbitrate. Nor can the courts, absent a statute, compel the parties to arbitrate those other matters." *American Universal Ins. Co.* v. *DelGreco*, 205 Conn. 178, 185, 530 A.2d 171 (1987).

Here, the record reflects that the parties have not entered into a voluntary arbitration agreement wherein they have agreed to proceed to arbitration to resolve the unreimbursed expenses dispute at issue. Even if they did, § 46b-66 (c) expressly prohibits parties from arbitrating issues related to child support, which may preclude the parties from submitting their dispute over their respective unreimbursed expenses for the minor children to arbitration.[21] Furthermore, the parenting plan agreement mandates that they must seek mediation to resolve disputes arising under the agreement, but it does not reference arbitration.[22] Therefore, the court acted improperly by ordering the parties to submit to arbitration to resolve their dispute regarding unreimbursed expenses.[23]

The judgment is reversed only as to the order requiring the parties to submit to arbitration and that portion of the judgment is vacated. The judgment is affirmed in all other respects.

In this opinion the other judges concurred.

[1] The child support guidelines are "the rules, principles, schedule and worksheet established under sections 46b-215a-1, 46b-215a-2b, 46b-215a-3, 46b-215a-4a and 46b-215a-5b of the Regulations of Connecticut State Agencies for the determination of an appropriate child support award, to be used when initially establishing or modifying both temporary and permanent orders." Regs., Conn. State Agencies § 46b-215a-1 (5); see also General Statutes § 46b-215b.

[2] Part V. A. of the agreement provides: "Neither party shall pay child support to the other at the present time, based upon the shared physical

custody situation presently in place. The parties agree to deviate from the [c]hild [s]upport [g]uidelines on this basis."

Part V. C. of the agreement provides in relevant part: "Based upon the shared physical custody situation presently in place, the parties agree to share equally the reasonable expenses of the minor children. The parties shall share in the following items . . . [c]amp . . . [s]chool activities . . . [s]port activities . . . [d]ance activities . . . [c]ollege applications, PSAT and SAT preparation courses and test results. . . . The parties shall submit proof of the receipt for payment of expenses . . . ."

Part VI. D. of the agreement provides in relevant part: "The parties shall share equally for the benefit of the children all reasonable medical, surgical, psychiatric, hospital, dental, orthodontia, optical, nursing expenses, and the cost of prescriptive drugs . . . . The parties acknowledge that this provision represents a deviation from the child support guidelines and that said deviation is based upon the coordination of total family support and/or other equitable factors."

[3] In addition to the plaintiff's motion to modify, the trial court considered various motions for contempt filed by both parties. The court's judgment on two of those motions for contempt was appealed and reviewed in a prior appeal to this court. See *Budrawich* v. *Budrawich*, supra, 132 Conn. App. 301–306. In one motion, the plaintiff alleged that the defendant failed to abide by an order in the court's judgment of dissolution requiring him to transfer certain stock and stock options to her. The trial court agreed with the plaintiff and ordered the defendant to pay specific monetary amounts as a result of his failure to transfer the stock and stock options to her. In the other motion, the defendant alleged that the plaintiff failed to abide by a binding arbitration decision ordering the distribution of certain personal property. The court ordered the parties to distribute the property at issue according to the terms of the arbitration decision. This court reversed those decisions in *Budrawich I*.

Further, the trial court concluded that it could not fashion an order to address claims raised by both parties regarding unreimbursed expenses each party had incurred on behalf of their minor children. The trial court ordered the parties to contact the Office of Family Relations to aid the court in reaching a resolution on those claims.

[4] General Statutes § 46b-215b provides in relevant part: "(a) The child support and arrearage guidelines . . . shall be considered in all determinations of child support award amounts . . . . In all such determinations, there shall be a rebuttable presumption that the amount of such awards which resulted from the application of such guidelines is the amount to be ordered. A specific finding on the record that the application of the guidelines would be inequitable or inappropriate in a particular case, as determined under the deviation criteria established by the Commission for Child Support Guidelines under [General Statutes §] 46b-215a, shall be required in order to rebut the presumption in such case."

As we previously discussed in footnote 3 of this opinion, this court also reviewed the trial court's judgment on two motions for contempt. On appeal, this court reversed the trial court's judgment on both motions and remanded the matters to the trial court for new proceedings. *Budrawich* v. *Budrawich*, supra, 132 Conn. App. 306.

[5] A preliminary hearing was held on January 3, 2013. Three substantive hearings were then held on April 24, May 7, and May 8, 2013.

As part of the remand order from this court, the trial court was required to schedule new proceedings on the two motions for contempt, as we previously discussed in footnotes 3 and 4 of this opinion. Both motions were settled pursuant to a stipulation and were withdrawn prior to the April 24, 2013 hearing.

Further, the plaintiff stated during the April 24, 2013 hearing that the court had two new motions for contempt to consider in addition to the motion to modify. The court informed both parties that it intended to hear and rule on the motion to modify before addressing the new motions for contempt, which it would hear at a later time, if necessary. The new motions for contempt are not the subject of this appeal.

[6] Specifically, the plaintiff sought a modification of the parties' child support order and the parties' order regarding payment of unreimbursed medical expenses by the parties on behalf of their minor children.

[7] Part VII of the agreement provides: "In the event of any non-emergency dispute as to any provision under this agreement, the parties shall mediate the issue with Dr. [Eliott] Zelevansky prior to filing any motion."

[8] The plaintiff claims that the defendant failed to reimburse her for certain expenses that she had incurred on behalf of their minor children. Likewise, the defendant claims that the plaintiff failed to reimburse him for certain

expenses that he had incurred on behalf of their minor children.

[9] In reaching this conclusion, the court, citing *Zitnay* v. *Zitnay*, 90 Conn. App. 71, 76–78, 875 A.2d 583, cert. denied, 276 Conn. 918, 888 A.2d 90 (2005), further noted that a " 'shared parenting plan' does not require equal division of parenting responsibilities."

[10] Additionally, the plaintiff broadly claims in her appellate brief that a "de facto" substantial change in circumstances had occurred when one of the parties' minor children reached the age of majority. Although, during the proceedings on remand, the plaintiff testified that one of the parties' minor children reached the age of majority after the court rendered the judgment of dissolution, neither in her amended motion to modify nor post-hearing brief did she claim that event as a basis for concluding that there was a substantial change in the parties' circumstances. Therefore, we decline to review this claim because it was not properly raised before the trial court. See Practice Book § 60-5 ("[t]he court shall not be bound to consider a claim unless it was distinctly raised at trial or arose subsequent to trial"); see also *Dziedzic* v. *Pine Island Marina, LLC*, 143 Conn. App. 644, 655, 72 A.3d 406 (2013) ("[i]t is axiomatic that issues not properly raised before the trial court ordinarily will not be considered on appeal" [internal quotation marks omitted]).

[11] The plaintiff claims that the change in the incomes of the parties was per se substantial pursuant to the following language in § 46b-86 (a): "[T]here shall be a rebuttable presumption that any deviation of less than fifteen per cent from the child support guidelines is not substantial and any deviation of fifteen per cent or more from the guidelines is substantial." In her appellate brief, the plaintiff argues that "[i]n this case, anything more than zero is 'substantial.' " The plaintiff's reliance on the foregoing language is misplaced because that language solely applies to claims concerning a substantial deviation from the child support guidelines, and has no bearing on claims pursued under the substantial change in circumstances prong of § 46b-86 (a). See *Schwarz* v. *Schwarz*, 124 Conn. App. 472, 477, 5 A.3d 548 ("[t]he reference to a substantial deviation does not refer to a change in income of a party but, rather, refers to a final order of the court for child support that deviates from the child support guidelines"), cert. denied, 299 Conn. 909, 10 A.3d 525 (2010).

[12] In fact, the percentage of child support owed by the plaintiff would have increased by 2013. In 2008, the plaintiff's share of child support would have been 36.62 percent, while the defendant's share would have been 63.38 percent. In 2013, the plaintiff's share of child support would have been 38.19 percent, while the defendant's share would have been 61.81 percent.

[13] In her appellate briefs, the plaintiff narrowly claims that the deviation criterion underpinning the parties' child support order, namely, the parties' "Shared Physical Custody" arrangement, was no longer tenable, and asserts that modification of the parties' child support order was warranted on that ground. The plaintiff, without analysis, briefly cites the deviation criterion underpinning the parties' order regarding their minor children's medical expenses, which is distinct from the parties' child support order. To the extent that the plaintiff raises the claim that modification of the parties' order regarding their minor children's medical expenses was warranted because a continued deviation from the child support guidelines of that order was inequitable or inappropriate, we decline to address it because the plaintiff failed to brief adequately that claim. See *Clelford* v. *Bristol*, 150 Conn. App. 229, 233, 90 A.3d 998 (2014) ("[w]e consistently have held that [a]nalysis, rather than mere abstract assertion, is required in order to avoid abandoning an issue by failure to brief the issue properly" [internal quotation marks omitted.]).

[14] Section 46b-215a-3 (a) of the Regulations of Connecticut State Agencies provides in relevant part: "The [presumptive support amount under the child support guidelines] may be rebutted by a specific finding on the record that such amount would be inequitable or inappropriate in a particular case. An agreement of the parties may be sufficient to rebut the presumption when such finding cites one or more deviation criteria, which may include other equitable factors, to support such agreement. Any such finding shall state the amount that would have been required under such sections and include a factual finding to justify the variance. . . ."

[15] The plaintiff contends that the defendant has the burden to prove that a continued deviation from the child support guidelines was equitable or appropriate. We disagree. The question before us is not whether to deviate the parties' child support order from the child support guidelines; rather, we must determine whether *continuing* to deviate the parties' child support

order from the child support guidelines was inequitable or inappropriate. The burden is on the plaintiff, as the party seeking modification, to prove that a continued deviation was inequitable or inappropriate.

[16] A "shared physical custody" situation is one of the deviation criteria that may justify a deviation of a child support order from the presumptive amount of child support under the child support guidelines. See Regs., Conn. State Agencies § 46b-215-3 (b) (6) (A).

[17] We digress here to address the plaintiff's persistent argument that a calculation of the presumptive amount of support under the child support guidelines is a prerequisite required to resolve this case. The plaintiff cites *Budrawich I* as support for her proposition. We disagree.

In *Budrawich I*, this court reversed the trial court's decision to modify the parties' child support order because the trial court, after determining that a substantial change in circumstances had occurred, failed to calculate the presumptive amount of child support, as determined under the child support guidelines, and provide a reason justifying a deviation from that presumptive amount when it issued a new award. *Budrawich* v. *Budrawich*, supra, 132 Conn. App. 301–302. *Budrawich I* does not stand for the proposition that the presumptive amount of support, as determined by the child support guidelines, *must* be calculated in every instance that a motion to modify child support is considered by a court; rather, *Budrawich I* requires a court to determine and consider the presumptive amount of support in establishing a new award *if* the court concludes that a substantial change in circumstances has occurred warranting modification of a prior award. In this case, on remand, the trial court determined that a modification of the parties' child support order was not warranted under either the substantial change in circumstances prong or the substantial deviation prong of § 46b-86 (a). Thus, under *Budrawich I*, the trial court was not required to consider the presumptive amount of child support, as determined under the child support guidelines, to reach that conclusion.

In addition, the plaintiff appears to claim that the trial court, *Abery-Wetstone, J.*, erred by failing to determine the presumptive amount of support when it rendered the judgment of dissolution and ordered that neither party pay child support, as set forth in the parties' parenting plan agreement. The present appeal is not the proper forum in which to challenge the trial court's dissolution judgment rendered in 2007. To the extent that the plaintiff raises that claim, we decline to address it because the plaintiff has not properly raised it before this court. To appeal any alleged errors in the dissolution judgment, the plaintiff is required to file a direct appeal from that judgment. Here, the plaintiff is solely appealing the trial court's denial of her amended motion to modify. The plaintiff did not appeal from the dissolution judgment. Therefore, we do not review any alleged errors committed by the court in rendering the dissolution judgment, including the plaintiff's allegation that the court erroneously failed to perform a calculation under the child support guidelines.

[18] The expenses discussed herein refer to both the "reasonable expenses" and medical expenses delineated in Sections V. C. and VI. D., respectively, of the parenting plan agreement. See footnote 2 of this opinion.

[19] The defendant does not discuss the arbitration order in his appellate brief. During oral argument before this court, the defendant did not offer a position on the propriety of the trial court's arbitration order; instead, he expressed his preference to resolve the parties' dispute concerning the unreimbursed expenses by having the parties agree to forfeit their respective claims against one another for unreimbursed expenses.

[20] General Statutes § 46b-66 (c) provides: "The provisions of Chapter 909 shall be applicable to any agreement to arbitrate in an action for dissolution of marriage under this chapter, provided (1) an arbitration pursuant to such agreement may proceed only after the court has made a thorough inquiry and is satisfied that (A) each party entered into such agreement voluntarily and without coercion, and (B) such agreement is fair and equitable under the circumstances, and (2) such agreement and an arbitration pursuant to such agreement shall not include issues related to child support, visitation and custody. An arbitration award in such action shall be confirmed, modified or vacated in accordance with the provisions of Chapter 909."

[21] Prior to the judgment of dissolution, however, the parties entered into a court-approved arbitration agreement to settle a similar claim over unreimbursed expenses for the minor children that accrued between 2005 and 2006. The court confirmed the arbitration decision and award, as corrected, in the judgment of dissolution.

[22] See footnote 7 of this opinion.

[23] We acknowledge that the parties represented to the trial court that they participated in unsuccessful mediation sessions with the Office of Family Relations to resolve their dispute over their respective claims for past expenditures on behalf of their minor children, as required by Judge Owen's order prior to *Budrawich I*. Their parenting plan agreement, however, requires the parties to participate in mediation with Dr. Zelevansky to resolve all disputes arising under their agreement. If the parties wish to continue attempting to resolve this particular dispute, they should abide by the terms of their original agreement and first participate in mediation with Dr. Zelevansky. If the contemplated mediation ends without an agreement or fails for any other reason, such as the unavailability of Dr. Zelevansky, the parenting plan agreement permits either party to file an appropriate postdissolution motion with the court seeking to effectuate the terms of the agreement as incorporated into the judgment of dissolution. "[I]t is within the equitable powers of the trial court to fashion whatever orders [are] required to protect the integrity of [its original] judgment." (Internal quotation marks omitted.) *Bruno* v. *Bruno*, 146 Conn. App. 214, 227, 76 A.3d 725 (2013).