

SUPREME COURT OF WISCONSIN

Marriage of May v. May

339 Wis. 2d 626 (2012) · Decided April 3, 2012

SUMMARY

The Wisconsin Supreme Court considers whether a stipulation and court order establishing a 33-month unmodifiable floor for child support payments is enforceable. The court holds that the agreement is enforceable because the parties entered it freely and knowingly, it was fair and equitable, and no unforeseen circumstances adversely affecting the children's best interests warranted relief.

CASE DETAILS

COURT	Supreme Court of Wisconsin
WRITING FOR THE COURT	Patience Drake Roggensack, J.; Abrahamson; Bradley; Roggensack
JURISDICTION	Wisconsin
DECIDED	April 3, 2012
DISPOSITION	affirmed
PROCEDURAL POSTURE	Michael May appealed a Wisconsin circuit court order enforcing a stipulated and court-ordered 33-month minimum child-support obligation. The Wisconsin Court of Appeals certified the appeal to the Wisconsin Supreme Court under Wis. Stat. § 809.61, and the Supreme Court accepted certification.
STANDARD OF REVIEW	Whether equitable estoppel may be applied to an uncontested set of facts is reviewed independently as a question of law. Whether the elements of estoppel are satisfied based on facts found by the circuit court is reviewed as a matter of law. The decision to grant equitable relief through estoppel is reviewed for an erroneous exercise of discretion; the decision is affirmed when the circuit court examined the relevant facts, applied the proper legal standard, used a demonstrated rational process, and reached a reasonable conclusion.
PRECEDENTIAL VALUE	Published Wisconsin Supreme Court opinion; precedential.
PARTIES	Michael May v. Suzanne May

TOPICS

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PRACTICE AREAS

family law

child support

equitable estoppel

appellate procedure

QUESTIONS PRESENTED

1. Whether a stipulated and court-ordered 33-month unmodifiable floor on child-support payments violates public policy.
2. Whether equitable estoppel may preclude a parent from seeking modification of a child-support obligation incorporated into a court order.
3. Whether the circuit court erroneously exercised its discretion by enforcing the stipulation and applying equitable estoppel.

HOLDINGS

1. An unmodifiable floor on child-support payments that is limited in duration is not per se contrary to public policy. A limited-duration floor may be enforceable if it does not interfere with the children's best interests and otherwise satisfies the requirements governing stipulated support orders.
2. The Mays' 33-month unmodifiable child-support floor was enforceable because the parties entered into it freely and knowingly, the overall agreement was fair and equitable, and the agreement was not illegal or contrary to public policy.
3. The circuit court properly applied equitable estoppel to preclude Michael from challenging the stipulated child-support floor during the 33-month period.

KEY QUOTATIONS

“First, ceilings on child support payments are presumed to be invalid.” (at 644-645)

“Second, an unmodifiable floor on child support payments that is not limited in duration, e.g., Krieman, 214 Wis. 2d at 178, or that has an excessively long duration, e.g., Wood, 299 Wis. 2d 470, ¶¶ 12-14, may violate public policy.” (at 644-645)

“Third, where the parties to a child support order have entered into a stipulation in regard to child support for a limited period of time that the court has adopted, courts will attempt to give effect to the parties' intentions where the stipulation was entered into freely and knowingly, was fair and equitable when entered into, and is not illegal or violative of public policy.” (at 644-645)

FACTUAL BACKGROUND

Michael and Suzanne May divorced in Illinois after having two children. Their later Wisconsin stipulation, entered when Michael was working part-time and earning approximately \$11 per hour, required Michael to pay \$1,203 per month in child support as a minimum for 33 months and prohibited him from filing for a reduction during that period. In exchange, Suzanne assumed all child-care costs and the parties modified other support-related obligations, including arrearages. Michael later sought a reduction after employment changes, but the record showed that he had returned to employment earning approximately \$72,000 per year and had failed to report that income as required by prior orders. The circuit court found the agreement freely and knowingly made,

fair and equitable, and not subject to relief based on unforeseen circumstances affecting the children's best interests.

PROCEDURAL HISTORY

The parties' Illinois divorce judgment incorporated their marital settlement agreement and child-support provisions. After registering the judgment in Wisconsin, Michael repeatedly sought modification of his support obligations. In January 2008, the Dane County Circuit Court entered an order incorporating a stipulation requiring Michael to pay at least \$1,203 per month for 33 months and prohibiting him from seeking a reduction during that period. In September 2009, the circuit court denied Michael's request to reduce support, held him equitably estopped from challenging the stipulation, and held him in contempt for violating related support obligations. The Court of Appeals certified the appeal to the Supreme Court of Wisconsin.

DISPOSITION

affirmed

CASES CITED

- *Honore v. Honore*, 149 Wis. 2d 512, 439 N.W.2d 827 (Ct. App. 1989)
- *Frisch v. Henrichs*, 2007 WI 102, 304 Wis. 2d 1, 736 N.W.2d 85
- *Bliwas v. Bliwas*, 47 Wis. 2d 635, 178 N.W.2d 35 (1970)
- *Severson v. Severson*, 71 Wis. 2d 382, 238 N.W.2d 116 (1976)
- *Rintelman v. Rintelman*, 118 Wis. 2d 587, 348 N.W.2d 498 (1984)
- *Ondrasek v. Tenneson*, 158 Wis. 2d 690, 462 N.W.2d 915 (Ct. App. 1990)
- *Wood v. Propeck*, 2007 WI App 24, 299 Wis. 2d 470, 728 N.W.2d 757
- *Krieman v. Goldberg*, 214 Wis. 2d 163, 571 N.W.2d 425 (Ct. App. 1997)
- *Jalovec v. Jalovec*, 2007 WI App 206, 305 Wis. 2d 467, 739 N.W.2d 834
- *Dovi v. Dovi*, 245 Wis. 50, 13 N.W.2d 585 (1944)
- *King v. King*, 224 Wis. 2d 235, 590 N.W.2d 480 (1999)
- *Randy A.J. v. Norma I.J.*, 2004 WI 41, 270 Wis. 2d 384, 677 N.W.2d 630
- *Affordable Erecting, Inc. v. Neosho Trompler, Inc.*, 2006 WI 67, 291 Wis. 2d 259, 715 N.W.2d 620
- *Miller v. Hanover Insurance Co.*, 2010 WI 75, 326 Wis. 2d 640, 785 N.W.2d 493
- *May v. May*, No. 2010AP177, 2011 WL 51579 (Wis. Ct. App. Jan. 6, 2011)