

2002

James C. Medley v. Freda A. Medley : Brief of Appellee

Utah Court of Appeals

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Cleve J. Hatch; Attorney for Appellee.

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JAMES C. MEDLEY,)
)
 Petitioner/Appellant,) Appeal number 2002~~Z~~0920-CA
)
 Vs.) Case number 99-4800321
)
 FRED A. MEDLEY,)
)
 Respondent/Appellee.)

Appeal from an Order of the Eighth Judicial District Court
Of Uintah County
State of Utah
Honorable A. Lynn Payne

Cleve J Hatch (5609)
P.O. Box 1053
171 East 100 South
Roosevelt, Utah 84066
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FILED
Utah Court of Appeals

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 Clerk of the Court

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STATEMENT OF JURISDICTION

This Court has granted leave to hear this matter from the trial Court's ruling Denying summary judgment for the Petitioner/Appellant.
STATEMENT OF ISSUES PRESENTED FOR REVIEW AND STANDARD OF REVIEW.

On what standards will the Court of Appeals reverse the trial court's determination of alimony. May a trial court, upon motion of a party review the stipulation entered at the time of divorce to determine compliance with the stipulation. May a party rely on a stipulation waiving alimony when he has not strictly complied with the terms of that stipulation. Whether the parties characterization of payments as support rather than alimony is controlling in light of all of the facts and circumstances of the case. Does the Utah Code granting ongoing jurisdiction to the courts to make changes after a divorce valid law or not. May a court review the ambiguities in the documentation and application of a case in considering to enter a corrected order nunc pro tunc. The standard of review is abuse of discretion " The will not disturb the trial court's award of alimony unless a clear and prejudicial abuse of discretion has been shown. Kinsman v. Kinsman, 748 P.2d 210 (Ut. App. 1988). Citing Eames v. Eames, 735 P.2d 395, 397 (Utah App 1987).

APPLICABLE STATUTES AND RULES

Utah Code Annotated section 30-3-5 (7) (a) The court shall consider at least the Following factors I determining alimony:

- (i) the financial condition and needs of the recipient spouse;
- (ii) the recipient's earning capacity or ability to produce income;
- (iii) the ability of the payor spouse to provide support;
- (iv) the length of the marriage;
- (v) whether the recipient spouse has custody of minor children requiring support;
- (vi) whether the recipient spouse worked in a business owned or operated by the payor spouse; and

(vii) whether the recipient spouse directly contributed to any increase in the payor spouse's skill by paying for education received by the payor spouse or allowing the payor spouse to attend school during the marriage.

.....

(g)(i) The court has continuing jurisdiction to make substantive changes and new orders regarding alimony based on a substantial material change in circumstances not foreseeable at the time of the divorce.

STATEMENT OF THE CASE

The trial court herein issued an order declining to grant Appellant's motion for summary dismissal of the Verified Petition to Modify presented by the Respondent.

Thereafter the Petitioner/Appellant filed his interlocutory appeal. (Ruling appealed from attached as addendum 1).

FACTS

1. Petitioner and Respondent were divorced on or about March 2000.
2. At the time of the divorce Petitioner was employed earning over \$50,000 per year. Respondent who had just become employed part time earned far less.
3. During the divorce proceedings Respondent was not represented by counsel.
4. During the course of the parties marriage Respondent was only employed outside the home for short intervals. She employed herself in the care of Mr. Medley and their children.
5. This was a 30 year marriage.
6. Respondent was much less sophisticated than Plaintiff in matters outside the sphere of the home.

7. As a result of Plaintiff's treatment of Respondent over the years and her principal employment as a housewife she was not assertive and ill prepared for the legal maneuverings of a divorce proceeding.
8. Petitioner had worked for a number of years at the Deseret Generation plant outside Vernal, Utah.
9. The decree of divorce is silent as to any health problems on the part of the Respondent. None were anticipated at the time.
10. Petitioner in his Motion to Dismiss and his Memorandum in Support of Motion to Dismiss is silent to the issue of modifying the decree of divorce nunc pro tunc. (Utah Code Annotated section 30-4a-1, 1953 as amended.)

LEGAL AUTHORITY AND DISCUSSION

Petitioner/Appellant relies on the case of Kinsman v. Kinsman, 748 P.2d 210 (Utah App. 1988). The Petitioner also rightly notes that the stipulation was not upheld in that case. A fact which distinguishes this case from Kinsman case is that the parties in Kinsman were only married three (3) years. Under Utah law alimony is specifically to be considered in marriages of long duration. (Utah Code Annotated 30-3-5). It would appear that Petitioner clearly had this factor in mind when he termed the payments to Respondent as something other than alimony. However, alimony would certainly be considered in any marriage of 30 years, especially given the enormous difference in income between the Plaintiff and the Respondent. Respondent would note her poorer bargaining position and lack of representation. The Court in Kinsman makes a couple of interesting statements. One reads thus; "When the facts of this case are examined,

however, two alternate theories for relief are presented. Neither of these theories was presented to the trial court.” Kinsman v. Kinsman, 745 P2d 210(Ut.Ct. App. 1988). The case refers to footnote two which is not very illuminating on what the alternate two theories may be. However, footnote 3 is very enlightening and beneficial to the Respondent/Appellee it reads:

To determine whether a debt is in the nature of alimony, maintenance and support and therefore non-dischargeable, the court first looks to the divorce decree creating the debt. From the decree and the circumstances resulting in the decree the court can determine the nature of the debt. The court then looks at the circumstances of the petitioner at the time of the petition and may then determine that those circumstances still require a finding of non-dischargeability . The test to be applied at both stages is “if without the debt assumption, the spouse would be inadequately supported, the debt assumption was meant to be support.” Holt v. Holt, 672 P2d 738, 743 (Utah 1983) quoted in Beckman, 685 P.2d at 1050. As it further pointed out, “To enforce the general purpose of the bankruptcy laws in providing relief for the debtor, the test announced in Holt v. Holt, supra, must be passed at the time the debt was imposed in the divorce decree and again at the time the discharge of the debt is attempted.” *Id.* This test could easily have been applied to the decree and the facts in this case. If the debts were found to be non-dischargeable, defendant would remain obligated for payment. The decree would be left undisturbed and either the creditors or the plaintiff could enforce defendant’s obligation to pay.

In Kinsman, there was a stipulation which provided that the defendant was ordered to pay certain debts of the marriage. He declared bankruptcy and was discharged from those debts. The Kinsman court held him liable for those debts by reforming the stipulation to conclude that the payment of the debts was in fact alimony.

Respondent asks this court to follow the result in Kinsman. In Kinsman despite the fact that the parties stipulated to call alimony something other than alimony, the court applying reasoning like that evidenced in footnote three, determined that despite the language of the stipulation, the moneys to be paid were in fact alimony. Note that they

said that the circumstances at the time and the circumstances of the stipulation needs be looked at with an eye to see if "...without the debt assumption the spouse would be inadequately supported, the debt assumption was meant to be support." Id. In this case when the Court looks at the matter it is clear that due to the disparity between the income and means of the parties without the payments from the Petitioner to the Respondent. The Respondent would be inadequately supported. Therefore, in this case the payments to Mrs. Medley were clearly meant to be support. Certainly, Petitioner had in mind the requirements of UCA 30-3-5.

The Kinsman court ruled that under Utah law a divorce court retains its equitable powers. "Under Utah law, a divorce court sits as a court in equity so far as child custody, support payments, and the like are concerned. It likewise retains continuing jurisdiction over the parties, and power to make equitable redistribution or other modification of the original decree as equity might dictate. In both the formulation of the original decree and any modifications thereof, the trial court is vested with broad discretionary powers. . . ." Id. The Kinsman, case relied on by the Appellant further supports the positions of the Appellee. Referring to the doctrine of Res Judicata, which Appellant is trying to invoke without so claiming, even Kinsman, cites McLane v. McLane, 570 P.2d 692, 694 (Utah 1978) The Court quoted the "continuing jurisdiction" language of section 30-3-5 and clarified the res judicata effect of a divorce decree as follows: "Even though the decree is res judicata as to circumstances existing at the time of the decree, if there are changed circumstances so requiring, there can be a further adjudication thereon." The Appellant has proposed a very narrow reading of Kinsman.

The Kinsman, court did not presume to overrule the Utah Supreme Court ruling in Georgedes v. Georgedes, 627 P.2d 44 (Utah 1981), wherein it was ruled " ...that in an appropriate case where there had been a significant change of circumstances, alimony could be awarded to a party although the alimony awarded in the Decree had terminated or no alimony was awarded." Kinsman.

II.

The case of Meyers v. Meyers, 768 P.2d 979, 101 Utah Adv. Rep 57 (Ut. Ct. App. 1989), comes close to overruling the language of Kinsman that the Petitioner relies on. In the Meyers case the parties had stipulated after evaluations to the respondent having custody of the children so long as she did not leave the state of Utah. The stipulation further provided that if she did leave the state, that custody should be awarded to the petitioner. The Meyers court ruled that stipulations could not take away the court's continuing jurisdiction over equitable issues. They characterize Kinsman as dealing with property issues and not dealing with support or custody issues.

Despain and Kinsman apply a contract theory to property distribution issues. See Kinsman, 748 P.2d at 121-13. Such a theory is inapplicable to issues which involve the continuing, equitable powers of the court, as here. In Despain, the Utah Supreme Court state that defendant has failed to observe the distinction between those cases involving the statutory power of a court in a divorce proceeding to enter orders concerning support and those cases in which the parties in a divorce action have settled their property rights by agreement, the terms of which are incorporated in a decree. Id. At 527. The court concluded that child support, even if originally set by stipulation, is always open to the court's power of modification upon a proper showing of a substantial change in circumstances. Similarly, in Balls v. Hackley, 745 P.2d 836 (Utah Ct. App. 1987), this court modified a divorce decree in spite of a contrary stipulation of the parties. We stated, "the parties' stipulation was accepted by the court and incorporated into the decree. The terms of the stipulation thereby fall under the continuing jurisdiction of the court in divorce actions." Id. At 838. In the present case, the stipulation incorporated into the divorce decree, as in Despain and Balls, deals with an issue normally open to modification under the court's equitable powers, child custody. Utah Code Ann. 30-3-5(3) (1985). Therefore, it comes under the continuing jurisdiction of the court and may be modified. The trial court is not bound by the parties' stipulation, and may rule otherwise if the circumstances warrant. Myers v. Myers, 768 P.2d 979, 101 Utah Adv. Rep. 57 (Utah Ct App. 1989).

The issue of alimony is clearly among those which involve the ongoing jurisdiction of the court. Utah Code Annotated section 30-3-5 1953 as amended. The issue of alimony also clearly involves the court's powers of equity, the first part of the code section dealing with support, custody, alimony and property reads: "When a decree of divorce is rendered, the court may include in it equitable orders...." Thus despite the stipulation of the parties to try to limit this Court's ongoing jurisdiction, caselaw has ruled that the jurisdiction cannot be limited by stipulation or even by a signed decree of divorce incorporating the stipulation.

The courts clearly seem to be ruling that they have continuing jurisdiction to make equitable adjustments and changes in divorces, despite any effort by one or more of the parties to bind them otherwise. In fact the court in the Myers case specifically cites Balls v. Hackey as standing for the rule that by incorporating a stipulation into a decree of divorce the terms of the stipulation itself come under the continuing jurisdiction of the court, thus making it subject to interpretation and modification on the appropriate showings under the law. The case of Wells v. Wells, 871 P.2d 1036, 235 Adv. Rep. 43 (Utah App. 1994), was a case in which the parties stipulated to alimony in the amount of \$1 per year. That Court did affirm the trial court's decision to not change the award of permanent alimony since the circumstances were deemed not to have changed significantly, however the Court did reaffirm that under Utah Code Annotated 30-3-3 the trial court had "continuing jurisdiction to make subsequent changes or new orders for the support and maintenance of the parties, . . . " etcetera. Id Wells.

In the Mitchell case the Defendant asserted that the Plaintiff had been "awarded

the family home in lieu of substantial alimony payments, . . .“ Mitchell v. Mitchell, 527, 528 P.2d 1359 (Utah 1974). The Supreme Court allowed the modification of the \$1 per year of alimony, despite that award.

THE LAW ACCORDING TO KINSMAN

The Kinsman case has only been cited 6 times in its history. Twice in divorce cases in Utah. The first one is an unreported case from the year 2000, wherein the Petitioner sought to overturn a stipulated property settlement. She was challenging the valuations of the properties. The stipulation itself noted that the valuations were in dispute. The other case was Meyers v. Meyers cited above, which notes that courts are not bound by parties stipulations in a divorce. Once in a civil case in Utah. Henderson v. For-Shor Co., 757 P.2d 465 (Utah App. 1988). The case dealt with cement forms. The issue cited was one dealing with cross appeals. Once in the dissent in a divorce in Vermont. And in two bar journals. In short the Appellee was unable to find any instance in Utah or elsewhere where Kinsman has been favorably cited for the reading propounded by the Appellant herein.

APPELLANT’S CASE LAW FROM FOREIGN JURISDICTIONS

The case of Cannon v. Cannon, 514 S.E. 2d 204 (Ga 1999) involved a case where a modification of alimony was sought. In the parties settlement agreement they had waived the right to revise the judgment for permanent alimony. The party against whom the change of alimony was sought died during the pendency of the modification action. The trial court in that case found that the settlement agreement did not “create a waiver of either party’s right to seek a modification of alimony. . . .“ After a review of the

specific language of the agreement the appellate court found that the parties had waived a revision of permanent alimony in that case. The case did not find that the Trial Court could not consider the matter. In the case at bar the Appellant seeks to disallow the Trial Court to even consider the matter. Maloy v. Maloy, 362 So. 2d 484 (Fla. App., 1978) was a case involving an antenuptial agreement, not a settlement agreement after divorce. In fact the current applicable Florida statute does provide that the court can modify a agreement between parties as to support, maintenance or alimony. (Florida statute attached Florida Statute section 61.14}. Voight v. Voight, 670 N.E. 2d 1271(Ind. 1996) was a case in which the appellate court ruled that the trial courts did have the authority to modify settlement agreements. However, they ruled that where Indiana law did not permit the trial court to enter the type of order sought to modified in the first place, then the trial court could not modify the agreement to create the relief that it could not fashion under Indiana law in the first instance.

The Court said “Where a court had no authority to impose the kind of maintenance award that the parties forged in a settlement agreement, the court cannot subsequently modify the maintenance obligation originally derived from their mutual assent. In approving or rejecting any submitted modification agreement, a court should apply the same standard it would use in evaluating an initial settlement agreement.” Id

Another interesting feature to that case was the fact that the trial court found at the time the agreement was entered that the “settlement agreement was entered into fairly, without fraud, duress or undue influence”.

Nichols v. Nichols, 469 N.W. 2d 619 (Wis. 1991) this case cited by the Appellant upheld a non modification clause in a settlement agreement where both parties were represented by counsel when it was entered.

The Staple v. Staple, 616 N.W. 2d 219 (Mich App. 2000), case relied on by the Appellant is a case that uses the terms “periodic alimony” and “alimony in gross”. the court defines alimony in gross as not really alimony but a division of property. In that case the court determined that the parties could waive the ability to modify “alimony in gross”.

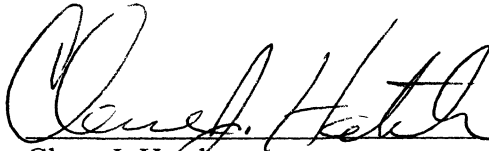
Even under the terms of the Kinsman case itself the Court retains jurisdiction to review both the effect of the terms of the agreement (terming payments on debts as alimony) and to require strict compliance with any agreements incorporated into the Decree of Divorce.

Clearly, in all the jurisdictions cited the Trial Court retains the authority to interpret and give meaning even to the terms the parties utilize in any agreements between themselves. In the case at bar the Appellant seeks to bind the court to his interpretation of language and effect in a settlement agreement where only one party was represented. The Trial Court should be free under the law to interpret the language and effect of periodic monthly payments. The Trial Court does not lose its jurisdiction to determine compliance with any agreement between the parties incorporated into a divorce decree. To conclude otherwise would be to divest of Court’s their ongoing jurisdiction in any case to adjudge compliance with the orders of the court.

CONCLUSION

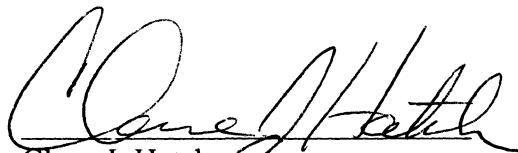
The Appellant seeks a ruling from this Court reversing the Trial Court’s determination of alimony and dismissing Appellee’s action in District Court on the grounds that the Trial Court has no jurisdiction over the parties, which is contrary to statute, case law and public policy.

Respectfully submitted this 17 day of May, 2003.


Cleve J. Hatch

MAILING CERTIFICATE

Cleve J. Hatch attorney for Freda Medley Respondent/ Appellee certifies that he served the Brief of Appellee upon counsel by placing two true and ^{corrected} correct copies thereon in an envelope addressed to, Clark Allred, 121 West Main Street. Vernal, Utah 84078, postage prepaid this 17 day of May, 2003.


Cleve J. Hatch

ADDENDUM

1. The ruling appealed from which denies Appellant's Motion to Dismiss dated October 3, 2003.
2. Affidavit of Freda Medley dated 1 October, 2002.
3. Florida Statute section 61.14

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DISTRICT COURT
JINTAH COUNTY, UTAH

OCT 07 2002

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IN THE EIGHTH JUDICIAL DISTRICT COURT
IN AND FOR UINTAH COUNTY, STATE OF UTAH

JAMES C. MEDLEY,

Plaintiff,

vs.

FREDA A. MEDLEY,

Defendant.

RULING

Case No. 994800321

Judge A. Lynn Payne

The Court having received petitioner's Motion to Dismiss, respondent's Memorandum in Support of Response to Plaintiff's Motion to Dismiss, and petitioner's Reply Memorandum, having reviewed the pleadings and being otherwise fully informed, enters the following:

Because the Court under appropriate circumstances may enter new orders of alimony, it is hereby ORDERED petitioner's Motion to Dismiss is DENIED.

Dated this 3 day of October, 2002.

BY THE COURT:

APJ
A. Lynn Payne, District Court Judge

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 994800321 by the method and on the date specified.

METHOD NAME

Mail CLEVE HATCH
ATTORNEY RES
171 E. 100 S.
P.O. Box 1053
Roosevelt, UT 84066

By Hand CLARK B ALLRED

Dated this 27th day of October, 2062.

Cheryl M. White
Deputy Court Clerk

Cleve J Hatch (5609)
Attorney for Respondent
P.O. Box 1053
171 East 100 South
Roosevelt, Utah 84066
435-725-5550

IN THE EIGHTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

JAMES C. MEDLEY,	(AFFIDAVIT OF
Petitioner,	(FREDA A. MEDLEY
	(
	(
Vs.	(Case number 994800321
	(
FREDA A. MEDLEY,	(Judge A. Lynn Payne
Respondent.	(
	(

Comes now Freda A. Medley, being first sworn and duly under oath asserts and affirms as follows:

1. That at the divorce decree and the stipulation between myself and the Petitioner provided that Petitioner would pay certain bills and responsibilities.
2. Petitioner was required to pay the insurance premium and the property tax on the 1996 Mercury automobile as agreed and ordered.
3. Petitioner did not pay the insurance nor the property tax on the automobile. I paid those.
3. Petitioner also did not ever send to me the proceeds of one half of a second retirement account that he had.

4. I am now unemployed. I frequent Job Service and SOS Temporaries, places through which I have been able to obtain temporary employment before, as of yet I have been unable to find new employment.

Further this affiant sayeth not.

Dated this 1 day of October, 2002.

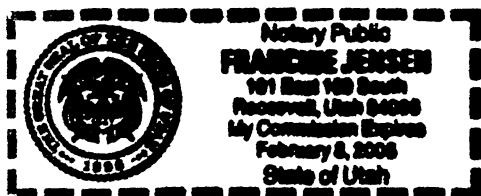
State of Utah)
)ss
County of Uintah)

Freda A. Medley, being first duly sworn and under oath, deposes and says that the foregoing affidavit is true and correct of her own knowledge, information and belief, except for those statements made under information and belief, those she believes to be true and correct.

Freda A. Medley
Freda A. Medley

Subscribed to and sworn to before me this 1 day of October, 2002.

NOTARY:



Francine Jensen

CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing Affidavit of Freda A. Medley, postage prepaid to Clark B. Allred, McKeachnie, Allred, McClellan, and Trotter, 121 West Main Street, Vernal, Utah 84078 this 1 day of October, 2002.

C. B. Allred 10/1/02

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WEST'S FLORIDA STATUTES ANNOTATED
TITLE VI. CIVIL PRACTICE AND PROCEDURE
CHAPTER 61. DISSOLUTION OF MARRIAGE; SUPPORT; CUSTODY

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Current with chapters 2003-6 to 2003-10 of 2003 Regular Session

61.14. Enforcement and modification of support, maintenance, or alimony agreements or orders

(1)(a) When the parties enter into an agreement for payments for, or instead of, support, maintenance, or alimony, whether in connection with a proceeding for dissolution or separate maintenance or with any voluntary property settlement, or when a party is required by court order to make any payments, and the circumstances or the financial ability of either party changes or the child who is a beneficiary of an agreement or court order as described herein reaches majority after the execution of the agreement or the rendition of the order, either party may apply to the circuit court of the circuit in which the parties, or either of them, resided at the date of the execution of the agreement or reside at the date of the application, or in which the agreement was executed or in which the order was rendered, for an order decreasing or increasing the amount of support, maintenance, or alimony, and the court has jurisdiction to make orders as equity requires, with due regard to the changed circumstances or the financial ability of the parties or the child, decreasing, increasing, or confirming the amount of separate support, maintenance, or alimony provided for in the agreement or order. A finding that medical insurance is reasonably available or the child support guidelines in s. 61.30 may constitute changed circumstances. Except as otherwise provided in s. 61.30(11)(c), the court may modify an order of support, maintenance, or alimony by increasing or decreasing the support, maintenance, or alimony retroactively to the date of the filing of the action or supplemental action for modification as equity requires, giving due regard to the changed circumstances or the financial ability of the parties or the child.

(b) For each support order reviewed by the department as required by s. 409.2564(12), if the amount of the child support award under the order differs by at least 10 percent but not less than \$25 from the amount that would be awarded under s. 61.30, the department shall seek to have the order modified and any modification shall be made without a requirement for proof or showing of a change in circumstances.

(c) The department shall have authority to adopt rules to implement this section.

(2) When an order or agreement is modified pursuant to subsection (1), the party having an obligation to pay shall pay only the amount of support, maintenance, or alimony directed in the new order, and the agreement or earlier order is modified accordingly. No person may commence an action for modification of a support, maintenance, or alimony agreement or order except as herein provided. No court has jurisdiction to entertain any action to enforce the recovery of separate support, maintenance, or alimony other than as herein provided.

(3) This section is declaratory of existing public policy and of the laws of this state.

(4) If a party applies for a reduction of alimony or child support and the circumstances justify the reduction, the court may make the reduction of alimony or child support regardless of whether or not the party applying for it has fully paid the accrued obligations to the other party at the time of the application or at the time of the order of modification.

(5)(a) When a court of competent jurisdiction enters an order for the payment of alimony or child support or both, the court shall make a finding of the obligor's imputed or actual present ability to comply with the order. If the obligor subsequently fails to pay alimony or support and a contempt hearing is held, the original order of the court creates a presumption that the obligor has the present ability to pay the alimony or support and to purge himself or herself from the contempt. At the contempt hearing, the obligor shall have the burden of proof to show that he or she lacks the ability to purge himself or herself from the contempt. This presumption is adopted as a presumption under s. 90.302(2) to implement the public policy of this state that children shall be maintained from the resources of their parents and as provided for in s. 409.2551, and that spouses be maintained as provided for in s. 61.08. The court shall state in its order the reasons for granting or denying the contempt.

(b) In a judicial circuit with a work experience and job training pilot project, if at the time of the contempt hearing the obligor is unemployed or has no income, then the court shall order the obligor to seek employment, if the obligor is able to engage in employment, and to immediately notify the court upon obtaining employment, upon obtaining any income, or upon obtaining any ownership of any asset with a value of \$500 or more. If the obligor is still unemployed 30 days after any order for support, the court may order the obligor to enroll in a work experience, job placement, and job training program for noncustodial parents as established in s. 409.2565, if the obligor is eligible for entrance into the pilot program.

(6)(a) 1. When support payments are made through the local depository or through the State Disbursement Unit, any payment or installment of support which becomes

2. When the depository records show that the obligor's account is current, the depository shall record a satisfaction of the judgment upon request of any interested person and upon receipt of the appropriate recording fee. Any person shall be entitled to rely upon the recording of the satisfaction.
3. The local depository, at the direction of the department, or the obligee in a non-IV-D case, may partially release the judgment as to specific real property, and the depository shall record a partial release upon receipt of the appropriate recording fee.
4. The local depository is not liable for errors in its recordkeeping, except when an error is a result of unlawful activity or gross negligence by the clerk or his or her employees.
- (7) When modification of an existing order of support is sought, the proof required to modify a settlement agreement and the proof required to modify an award established by court order shall be the same.
- (8)(a) [FN1] When reviewing and approving any lump-sum settlement under s. 440.20(11)(a) and (b), a judge of compensation claims must consider whether the settlement serves the interests of the worker and the worker's family, including, but not limited to, whether the settlement provides for appropriate recovery of any child support arrearage.
- (b) In accordance with the provisions of s. 440.22, any compensation due or that may become due an employee under chapter 440 is exempt from garnishment, attachment, execution, and assignment of income, except for the purposes of enforcing child or spousal support obligations.

CREDIT(S)

2003 Electronic Update

Amended by Laws 1997, c. 97-170, § 7, eff. July 1, 1997; Laws 1998, c. 98-397, § 40, eff. July 1, 1998; Laws 1999, c. 99-375, § 5, eff. July 1, 1999; Laws 2001, c. 2001-91, § 1, eff. Oct. 1, 2001; Laws 2001, c. 2001-158, § 10, eff. June 5, 2001; Laws 2001, c. 2001-158, § 11, eff. July 1, 2001; Laws 2002, c. 2002-173, § 3, eff. April 24, 2002.

[FN1] See Reviser's Note--2002.

< General Materials (GM) - References, Annotations, or Tables >

HISTORICAL AND STATUTORY NOTES

Derivation:

Laws 1995, c. 95-222, § 15.
 Laws 1995, c. 95-147, § 335.
 Laws 1993, c. 93-208, § 3.
 Laws 1992, c. 92-138, § 5.
 Laws 1991, c. 91-45, § 14.
 Laws 1988, c. 88-176, § 6.
 Laws 1987, c. 87-95, § 5.
 Laws 1986, c. 86-220, § 124.