



ERICSA 63RD ANNUAL TRAINING CONFERENCE & EXPOSITION

MAY 3-7, 2026

Milwaukee

WISCONSIN

Unusual Provisions in Child Support Orders and How to Deal with them



This workshop will explore some of the more unusual provisions that are sometimes included in child support orders. We see these requirements, but too often we don't know what to do about them. What are some best practices that we see across the country? Examples includes Medical Only Orders, Unreimbursed Medical Expenses, Paternity Only Orders, Orders that do not Include Sum-Certain Amounts (i.e. In-Kind Orders or non-cash orders), seasonal employment issues, those that include work search reporting orders, and others like these. Our panel of experts will discuss these issues, as well as answer questions about uncommon provisions that you see in your own jurisdiction's orders.



Speakers



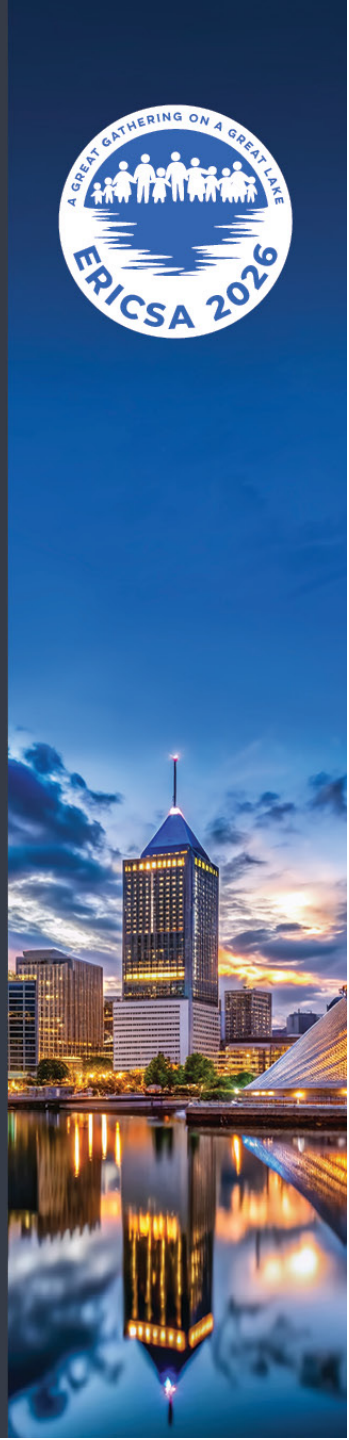
Tommy Howard
First Assistant Prosecutor
and Director
Warren County CSEA
Lebanon, Ohio



April Lauzon
IV-D Director
Saint Regis Mohawk Tribe

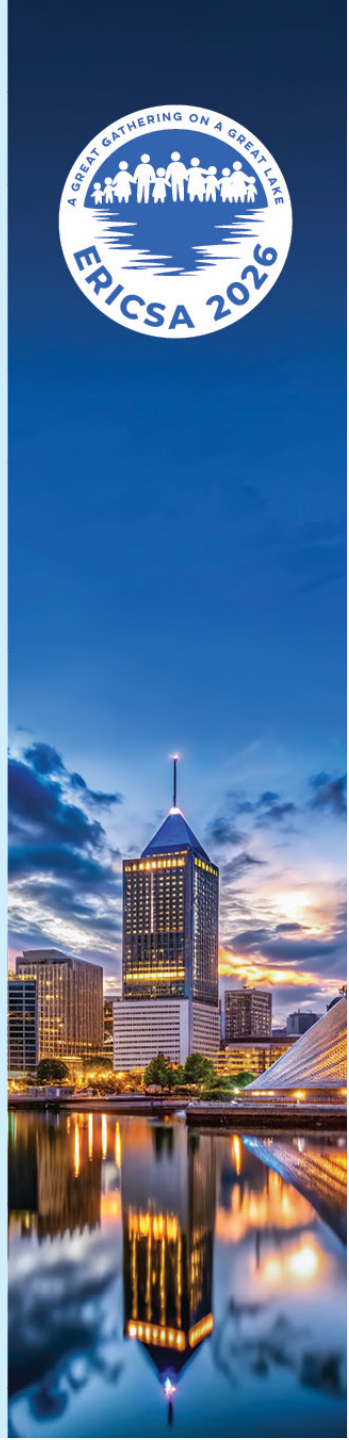


Brian C. Hartley
Family Law Attorney
Wiemer Law Group, LLC



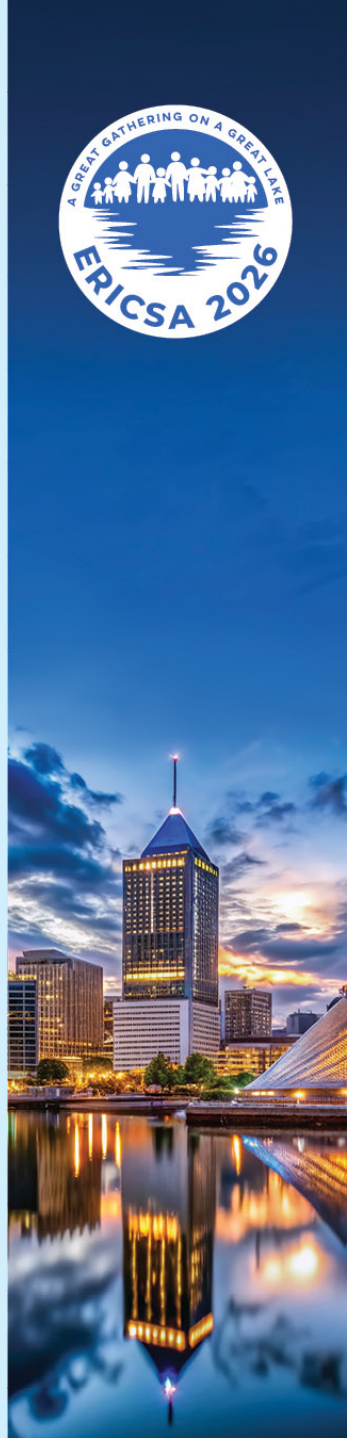
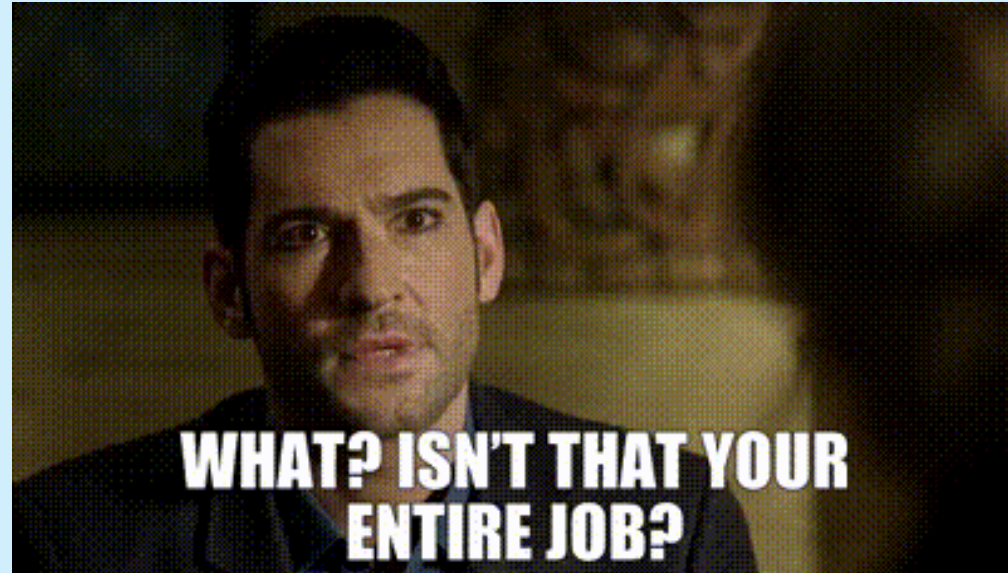
What Information do CSEAs need?

- Name of the child support obligor and obligee
- Amount of child support per child, per month
- Amount of cash medical support per child, per month
- Amount of spousal support, per month
- Amount of arrears, if any, and as of what date
- Amount of any arrearage repay order
- Effective start date of these orders
- End date of spousal support
- Name of the health insurance obligor(s), if identified
- Employer Information



Can't You all Figure it Out??

- If the CSEA cannot figure out the order, it can cause the following problems ...
 - For Counsel
 - Wasted time
 - Duplication of efforts
 - Frustration
 - Angry calls from clients
 - Reduced referrals
 - For Case Participants
 - Difficulty paying the bills
 - Time off work for administrative hearings
 - Default



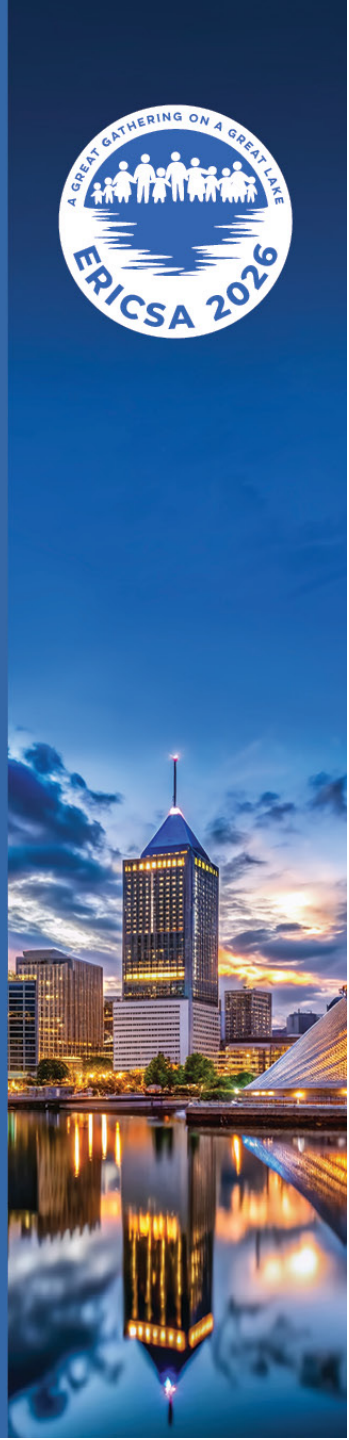
Seasonal Employment

- Jefferson County, WI
 - Clear, unambiguous dates for Child Support Agency
 - For example, first Monday in April – first Monday in December – regular employment amount
 - First Monday in December – first Monday in April – reduced amount based upon unemployment compensation or reduced earnings
 - Child Support Agency needs to be engaged/willing
 - Reconciliation?



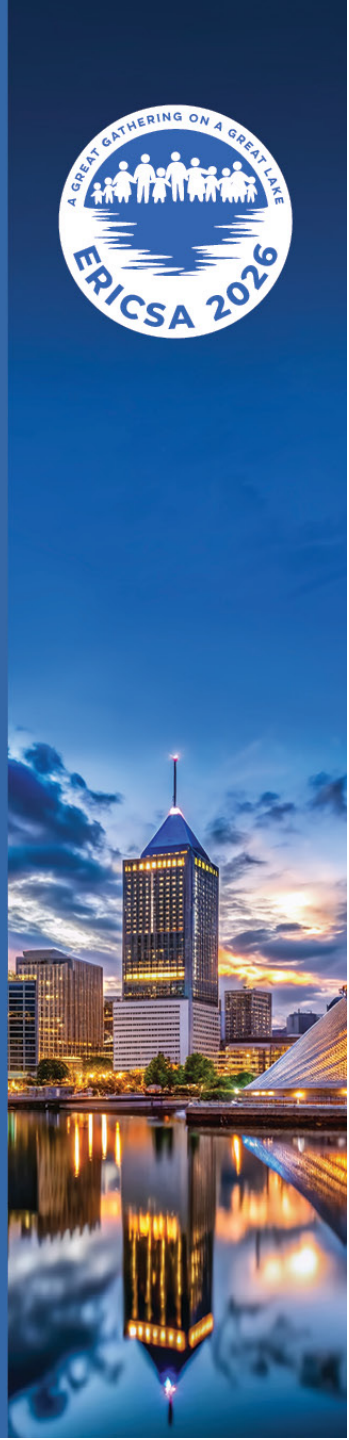
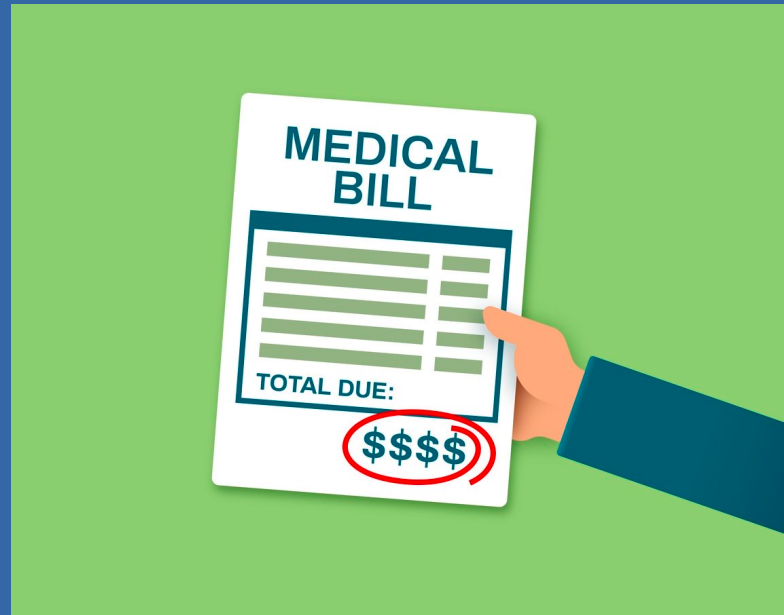
In-Kind Non-Cash Orders

- Saint Regis Mohawk Tribe
 - In-Kind Orders
 - Establishment
 - Frequency
 - Enforcement
 - What to do if you have to register it as a foreign order



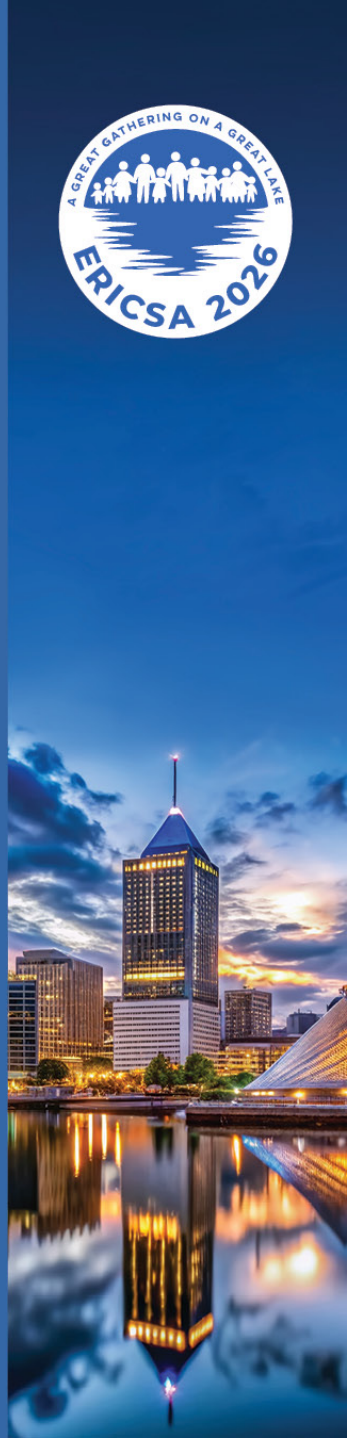
Unreimbursed Medical Expenses

- Ohio
 - Burden is on the individual requesting
 - Court will make a judgment
 - Arrears



Paternity Only Orders

- Saint Regis Mohawk Tribe
 - Paternity Establishment for Enrollment
 - Blood Quantum Requirements, DNA testing, Canadian Border Example,
 - At-home births

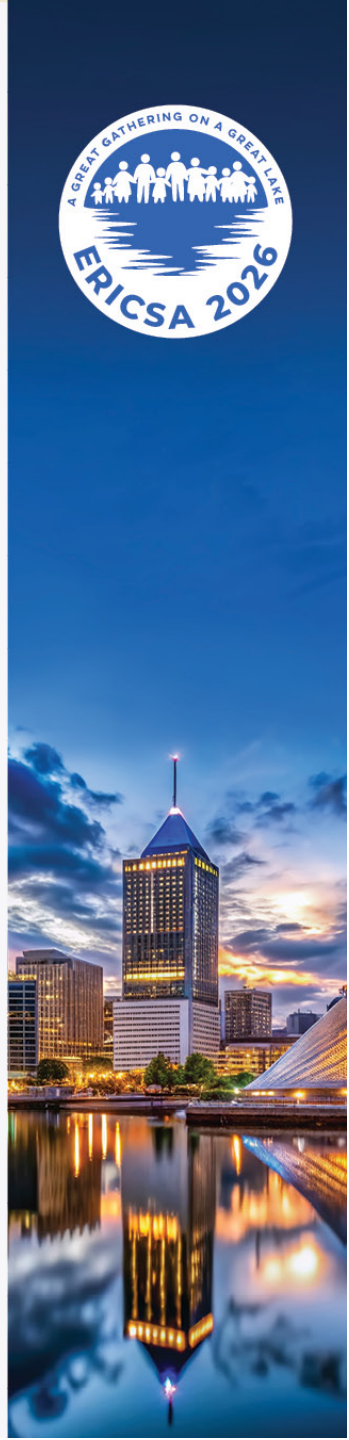
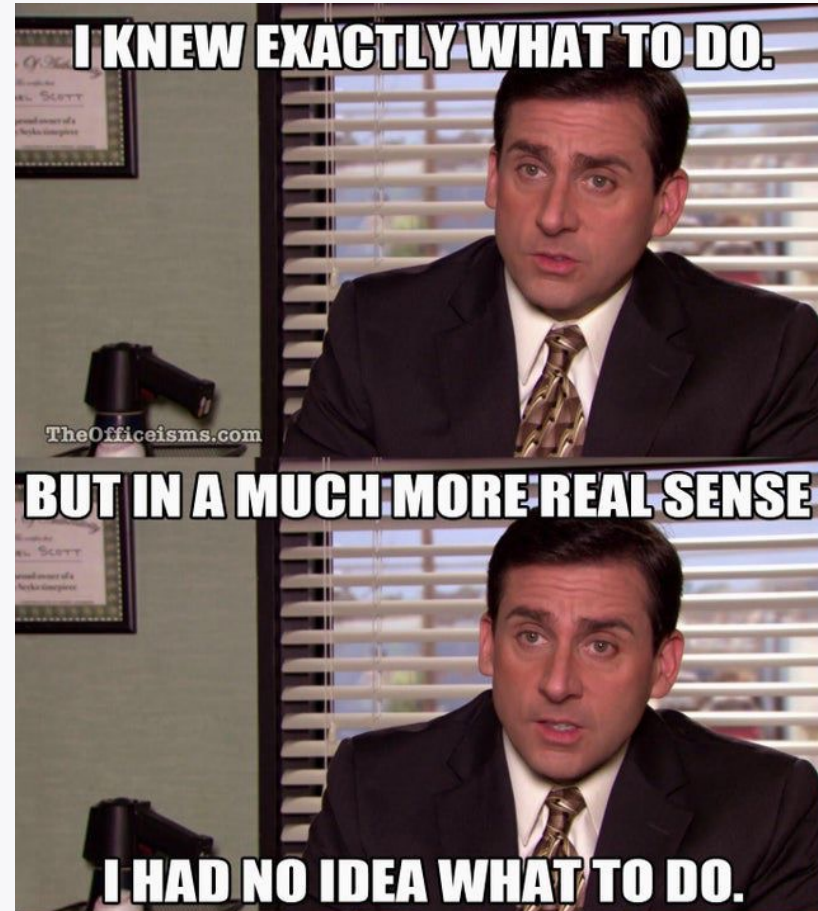


Un- or Under-Employed NCPs

- Wis. Stat. §767.55
- Job Search Order
 - What is reasonable number?
 - For how long? Temporary Order? Review date?
- Job Training Program Order
 - Able to work full time;
 - Resides in county where program is available;
 - Works less than 32 hours/week;
 - Earning less than 40x the hourly minimum wage per week



What would you do?



Pam & Jim



After many years of marriage, Pam regrets her move to Texas and files for divorce.
After several months of litigation, the court enters a divorce decree awarding:

- **Primary custody** of two children to Pam
 - **Child support obligation** to Jim
 - Payments to be handled through the **Local Child Support Enforcement Agency**

The Agency builds the order in its system.

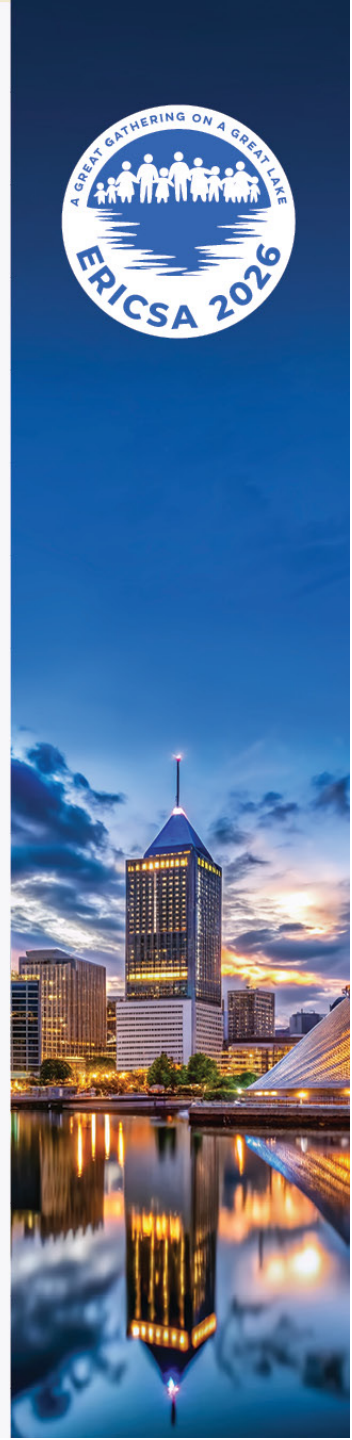
After 30 days with no payment recorded in the system, the Agency issues a **Notice of Default** to Jim.

Jim is confused — he insists he already paid.

He calls the Agency Call Center:

- Pam told him she needed the money urgently.
 - She didn't want to “wait for the Agency to finish building the case.”
 - At her request, Jim sent the child support **directly to Pam**, outside the official payment channel.

As a result, no payment was credited on the Agency's system.



Dwight and Angela

After years of a complicated relationship, Dwight and Angela finally call it quits — this time for good — after an explosive disagreement on Schrute Farms.

The argument started when Angela insisted the beets should be planted in **neat, symmetrical rows**, while Dwight maintained (loudly) that “nature prefers **chaotic clustering**.” Neither was willing to compromise. The marriage didn’t survive the beets.

Following the divorce, the decree orders:

- Dwight to pay child support
 - Payments to be made through **income withholding**
 - Dunder Mifflin to remit withheld amounts to the State Disbursement Unit

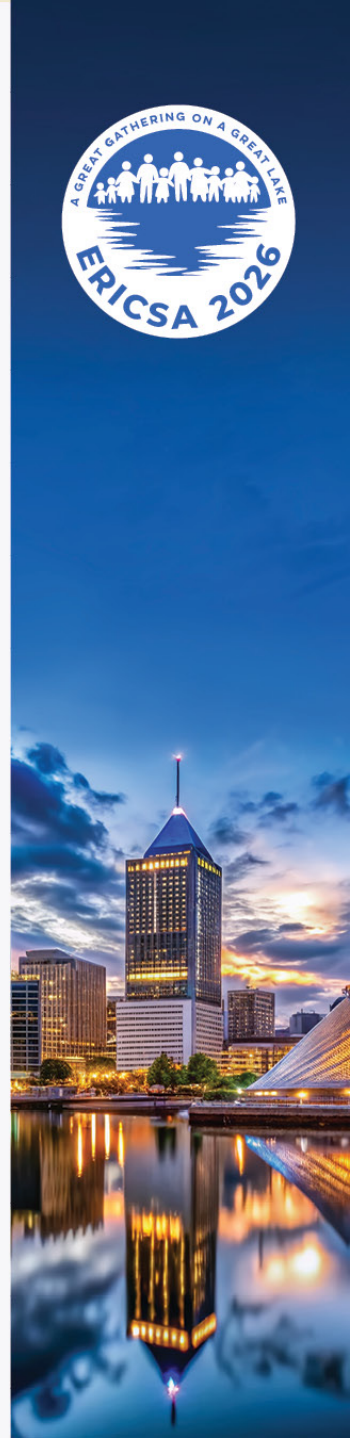
For the first two months, everything goes smoothly. Then... chaos.

Issue:

Dunder Mifflin’s payroll system updates its software. During the transition:

- Child support is correctly **deducted** from Dwight’s paycheck
 - But payments are **not being forwarded** in a timely manner
 - The State system shows no payments for more than 30 days

The Agency automatically issues a **Notice of Default** to Dwight.



Ryan and Kelly



After Ryan runs into Kelly Kapoor at a wedding, he immediately decides—true to form—that destiny is calling. In a completely impulsive move, he leaves his child's mother and moves in with Kelly that same week. His decision is made with no plan, no discussion, and, apparently, no thought whatsoever.

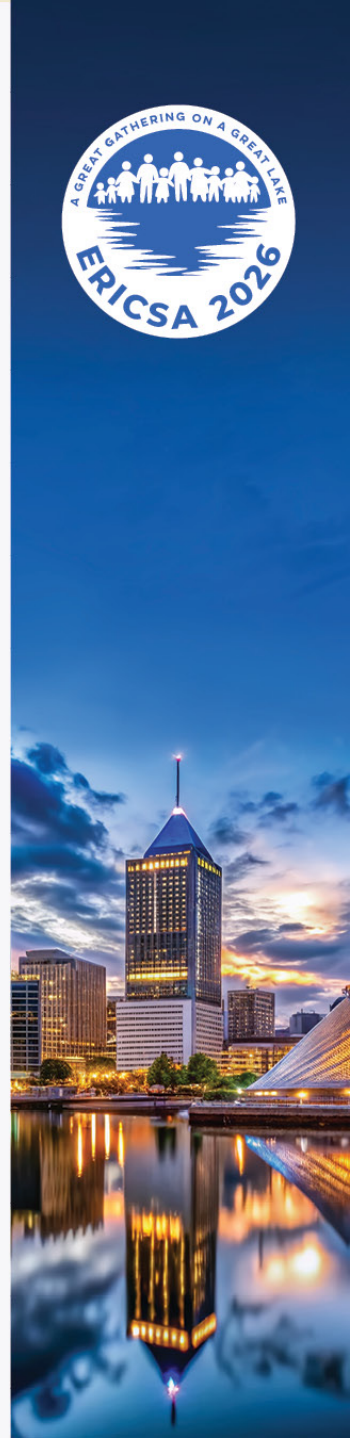
The child's mother, through counsel, files a **Complaint for child support**.

Following the hearing, the court issues a support order that includes an unusual, but clear, **contingency provision**:

- **Current child support:** \$450.00 per month
- This amount is **contingent on Ryan continuing to pay:**
- the monthly mortgage payment on the jointly owned home, and
 - the car payment

If Ryan fails to pay either obligation in any month, current support automatically increases to \$2,000.00 for that month.

The court transmits the order to your Agency so it can be **built onto the system** and enforcement can begin.



Andy and Erin



Andy returns to Scranton for Dwight's wedding only to discover that his ex-girlfriend, Erin, is pregnant. After the baby is born, Erin—through counsel—files a Complaint for **paternity and support**.

Andy hires counsel, and a long, drawn-out case follows. Ultimately:

- Andy is adjudicated the **biological father**
 - A shared parenting plan is executed
 - **Child support is ordered retroactive to the date of birth**

By this point, the child is **over a year old**.

When the local CSEA loads the new order into the system, the entire retroactive amount becomes **immediately owed**, which makes Andy appear **in default** the moment the case is built. He instantly receives automated notices about:

- Default
 - Tax offset
 - Potential enforcement actions
 - Other standard arrears-based correspondence



Ways to Avoid Putting an Obligor in Immediate Default

Utilize

- Temporary orders

Set

- Unambiguous effective date of support orders

Avoid

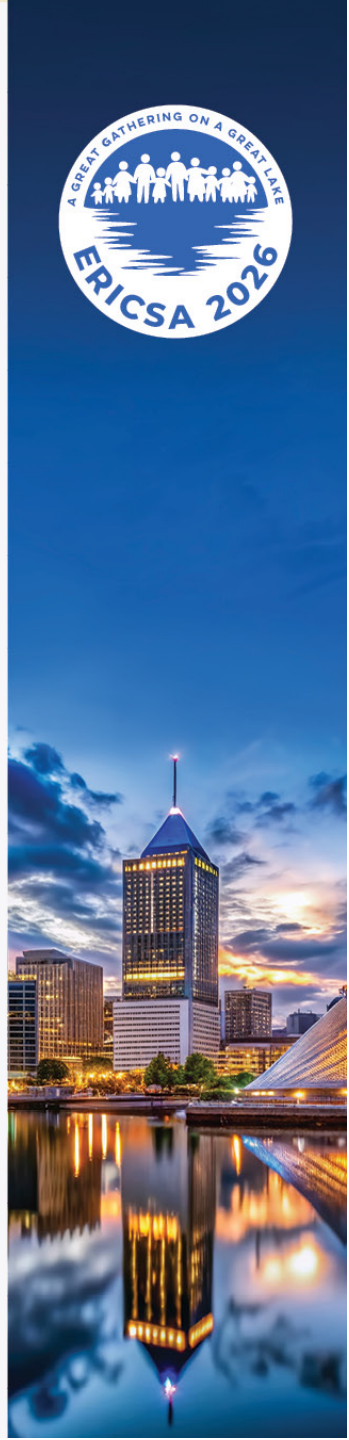
- Contingencies

Avoid

- Retroactive effective dates

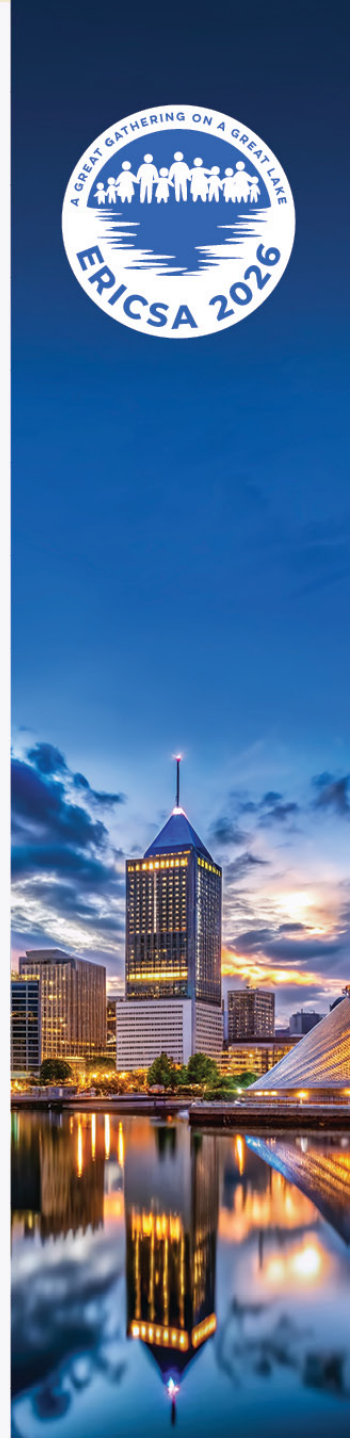
Avoid

- Gaps between adjudicated arrears date and effective dates



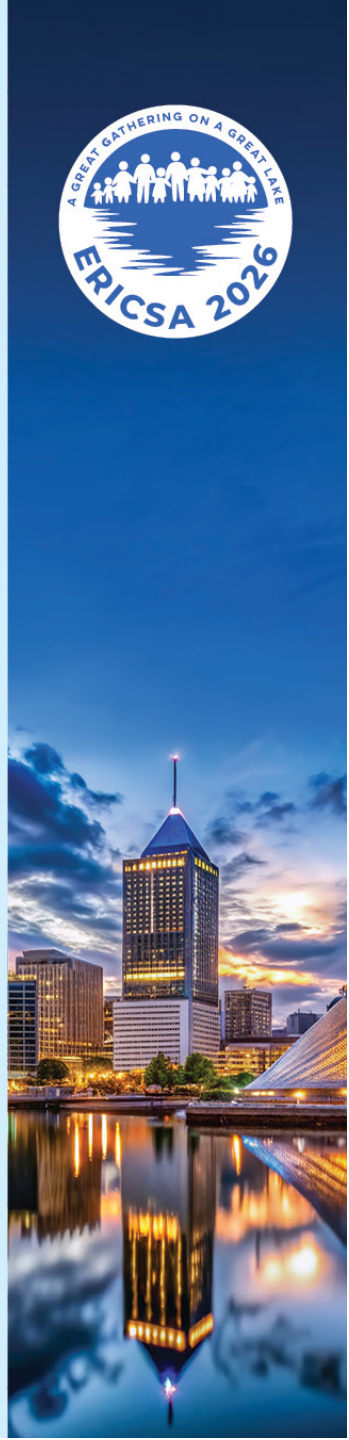
Michael and Holly

Michael Scott and his wife, Holly, complete a divorce in Colorado. Under the terms of their dissolution, Michael is required to begin paying child support for their four children. The obligation becomes effective upon the closing of the parties' former marital home.



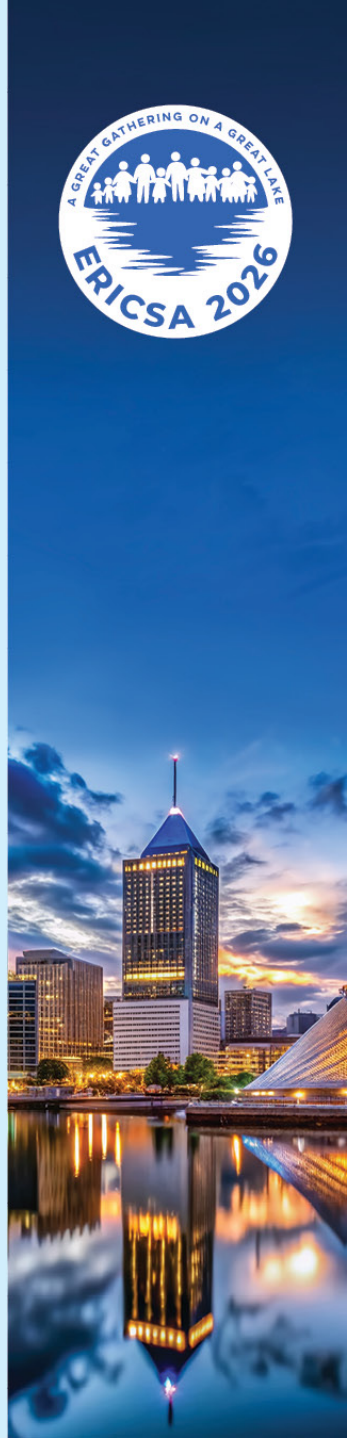
Spilling the Tea

- What are some of the most unusual provisions you have encountered??



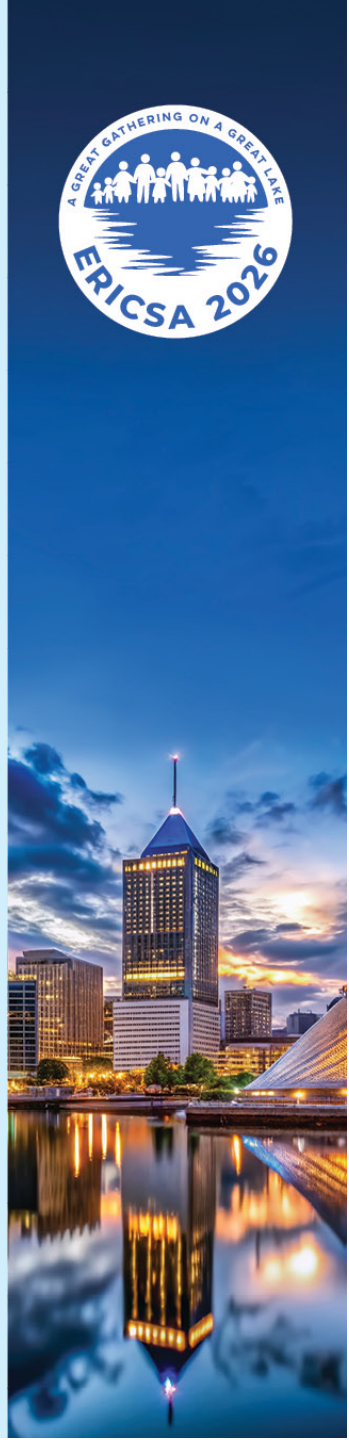
Other Unique Cases

- Facts:
 - Modification of child support when one child emancipates;
 - Payer was paying \$1350/month and continued to do so while Motion to Modify was pending;
 - New child support order should be \$566 retroactive to filing date;
 - Payer overpaid by \$784/month for 9 months (\$7056);
 - Remaining child support of \$566 would be for twelve months (\$6792) before youngest child emancipates;
 - Court found numbers comparable and held open child support **BUT** still subject to modification for other statutory reasons



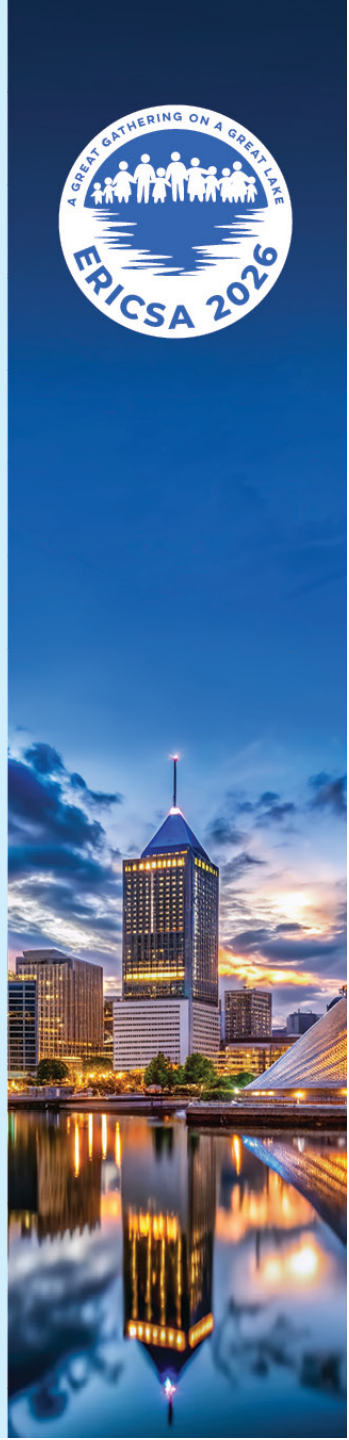
Other Unique Cases

- Facts:
 - Shared placement situation for two kids;
 - Payer has wide range of income because of career as real estate agent;
 - For two years after the divorce, the parties participate in a reconciliation process;
 - Both parties desire to get away from reconciliation process;
 - Parties stipulate to a set child support amount and agree that they will not seek a modification of child support based upon a change of income unless payer's income exceeds \$750,000 or falls below \$100,000 and payee's income exceeds \$100,000 or falls below \$35,000;
 - This eliminates the reconciliation process (occurring outside of CSA)



Other Unique Cases

- Facts:
 - Marital Settlement Agreement – two children (ages 10 and 8);
 - Equal shared placement;
 - Based upon equal shared placement and income of the parties, payer should pay \$700/month for child support;
 - Parties stipulate to a \$90,000 advance on child support as part of the property division in the divorce;
 - Specific language included that the parties understand that they cannot “waive” or “close” child support;
 - Language included that parties believe a court could not order this but for the contractual agreement of the parties;
 - Includes offset language if the payee seeks child support in the future





Contact Information Available on:

Ulhova

