But for the Plan

Recovering Support Arrears Sometimes Takes Persistence

Ms. Saint (aptly so-named for a shift-working single Mom with 3 children, one of whom had special needs), came into our Windsor Staff Office for a Will and Powers of Attorney. She also wanted a lawyer to commission her affidavit regarding about $4,200 in arrears of child support, owing to her from their father.

Luckily, she met with Shirley Jackson, a very experienced and tenacious family law lawyer. Rather than simply commissioning the affidavit, Shirley reviewed the main arrears documents - her client's calculations and the original court Order - and suggested that she help the client get up-to-date income information from the father.

Based on the payor's significant increase in income, Shirley wrote to his lawyer, suggesting that the father immediately increase his child support payments, and that additional terms for increased special expense payments could then be negotiated. Receiving no reply, she prepared a Motion to Change, with all the necessary financial information of her client and the children (who were over 18), and calculations for base child support and the proportionate sharing of special expenses.

When the father did not respond, Shirley obtained a "default" Order that set arrears at just over $32,000 - much more than the $4,200 in the documents the client originally brought in for commissioning. The default Order also granted increased on-going support and special expenses, and fixed costs at $5,000. The payor's lawyer then filed a motion to set aside the default Order. After a Zoom hearing, that motion was dismissed and the payor ordered to pay costs.

Then the father brought his own Motion to Change, based on changes in the children's need for support. But the children's circumstances changed back, and his income increased, again. Shirley filed abundant material in support of her client's position, and eventually the father agreed to what was in the default Order. In addition, in order to "end" things and satisfy the arrears previously ordered, he agreed to pay a lump sum of $60,000. A final Order was then issued, based on Minutes of Settlement.

Altogether, Shirley obtained just over $100,000 for her client; in excess of $95,000 more than the client's original $4,200 claim.

All but about $6,000 of Ms. Saint's legal fees were covered by her Plan benefit. But for the Plan, it is highly likely that she could have afforded anything other than her original request - the commissioning of her affidavit.

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...Submitted by Stephen Ginsberg,
Executive Director