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THE MARTIN MODIFICATION:

MEDIATOR ISSUES IN STATE-SPONSORED PROGRAMS

This simulation offers students an opportunity to participate in a very typical mediation experience. It is representative in two aspects. The subject matter is domestic relations and the mediation is provided through a government program. The influence of the sponsoring agency, mediator self-interest, the tension between legal advice and legal information are all concerns that could impact the mediator as s/he assists the parties resolve the multiple intertwined and emotional facets of a divorce modification. The simulation is intended for advanced mediation students in law schools and experienced family mediators.

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I. INTRODUCTION

This simulation offers students an opportunity to participate in a very typical mediation experience. It is representative in two aspects. The subject matter is domestic relations and the mediation is provided through a government program.

Mediation services provided by an outside entity, whether that is a court or a governmental agency, are a mixed blessing. While these programs have given large numbers of people the chance to experience mediation and large numbers of eager mediators the chance to mediate, there is a cost. The interests of the court or agency inevitably inject themselves into the process to some degree¹. Often, they influence the outcome of the mediation.

All conflicts create some emotional response. Divorces often create particularly high levels because they tend to impact the parties over years in intensely personal ways. It is almost axiomatic that parties to a divorce mediation, whether part of the initial action or a subsequent modification, pour out a collection of carefully tended grievances onto the table. If there are children involved virtually all parents say their primary concern is the best interest of the children. Staying true to that goal is a challenge for the parties and the mediator.

II. TEACHING NOTES

A. SUMMARY OF FACTS

The parties, Ann and Jim Martin divorced 15 years ago. The original decree, entered before the state established mandatory child support guidelines, has not been modified since that time. The decree awarded Ann custody of the couple's three children, with reasonable rights of visitation to Jim. Jim's financial obligations include: child support in the amount of \$150 per child, per month; alimony of \$300 per month for six years; the cost of health insurance for the children; and one half of all un-reimbursed medical and dental expenses. The child support is due on the first day of the month. Jim is entitled to claim the children as tax exemptions. The property settlement awarded the marital home to Ann and the insurance agency to Jim.

As of the time of the mediation, the oldest child, Penny, is twenty and still lives with Ann, as do the two minor children, Paul, seventeen, and Patsy, fifteen. Jim still lives in Springfield, the couple's hometown, where he owns a thriving insurance agency. He has remarried and has two young stepchildren in his home. Seven years ago, Ann and the children moved to Capitol City, about 75 miles from Springfield. She has a mid-management job with a large company.

¹ Examples: A court or agency may require the use of a particular agreement form; insist certain provisions be included; allow only "approved" mediators in the program; determine the subject matter; limit the time for mediation; or require the mediator to report to the court.

Three years ago, the state enacted a law requiring the Child Support Division (CSD) to review all support orders triennially². CSD determines what child support should be under the guidelines, informs both parties, and, if requested, files a modification petition. If a party opposes the modification, the local child support prosecutor handles the litigation and/or settlement. State law prohibits the child support prosecutor from dealing with anything but designated child support issues³. S/he does not represent either parent. There is no cost for the service.

CSD was alarmed at growing volume of disputed modification petitions. Increasingly, the response of the non-custodial parent was to contest the modification⁴ and file against the custodial parent for change in custody or visitation. In an attempt to relieve the growing pressure on an already overburdened system, CSD created the Mediation of Modifications Project (Med-Mod). Under this program, parties have the opportunity to use four hours of free mediation to settle the modification and any other issues relating to their divorce. Participation is voluntary. Mediators are paid out of grant money. No CSD representative attends the mediation. However, the child support prosecutor must approve any agreement about child support.

CSD reviewed the Martin case, comparing the existing order with the guidelines amount, \$1053/month for two children⁵. CSD notified both parties of its calculation and informed them that, upon the request of either party, CSD would initiate the modification action. Ms. Martin responded that she wanted CSD to proceed. Following its usual practice, CSD sent Mr. Martin a copy of the modification petition and a stipulation agreeing to the increase. The cover letter urged him to sign the stipulation “to avoid the necessity of a court appearance and/or further enforcement action.” He responded by calling the local office to express in vigorous and colorful language his opinion of the proposed increase. He said he would be getting a lawyer “to fight this insanity all the way to the Supreme Court.” When the caseworker told him about the Med-Mod Project, he agreed mediation might be worth a try. The local office referred the case to a mediation center. The center contacted Ms. Martin, who agreed to participate in the mediation.

The modification action has stirred up a variety of resentments about the past and worries about the future in both parties.

These features of state law could influence the settlement of this matter:

- ?? The age of majority is nineteen.
- ?? All child support is due on the first of the month.
- ?? Child support guidelines create a rebuttable presumption.

² Previously, only cases in which the family received public assistance were eligible for state sponsored review and modification.

³ Child support issues are: establishment of paternity; establishment of child support orders; collection of child support; collection of alimony if minor children entitled to support live with the party receiving alimony; establishment and collection of orders to provide health insurance; modification of child support orders.

⁴ Usually, but not always, the state’s action seeks to increase support.

⁵ When only one child is covered by the order, support would be reduce to \$720/month.

B. ANALYSIS

1. OVERVIEW

The various interests, pressures, and biases that might bedevil a mediator do not occur in a vacuum. They arise in the context of a particular mediation and compete for the mediator's attention with the parties' issues, positions, and emotions. The focus of this simulation is on the mediator's concerns as they play out against a backdrop of an emotional, multi-issue mediation. A discussions of possible techniques and approaches to facilitate the Martin's negotiation is left to another simulation, or, perhaps, to another set of teaching notes for this simulation.

2. The Invisible Third Party

The mediator's information statement ends with the lament, "It seems like CSD will be an invisible third party at the table." This configuration can influence the mediator's behavior in several possible ways.

"He who pays the piper, calls the tune" may be a tired cliché, but it succinctly identifies one of the problems faced by the mediator. Mediator neutrality, or at least the appearance of neutrality, suffers to some degree any time a third party with some interest in the outcome pays for the service. Captive programs, such as in-house dispute resolution services established by employers, present the greatest danger that the purposes of the sponsor will overwhelm the process. To a lesser but still significant degree, court annexed programs suffer the same risk. Med-Mod is similar to a court-annexed program in this regard.

As the entity paying for the mediation, CSD's interests are a consideration for the mediator. Any agreement relating to child support issues⁶ is subject to approval by the child support prosecutor. Since s/he does not take part in the mediation, the mediator becomes, *de facto*, the representative of the CSD at the table.

The mediator must explain the parameters of the mediation, with particular emphasis on the child support prosecutor's veto power over child support issues. If this element comes as a surprise to a party it may drive him/her from the table, but it would be an expression of bad faith by the mediator if the disclosure were omitted.

This discussion becomes particularly thorny when the element of prosecutorial discretion enters the mix. The mediator is faced with explaining what a particular state's attorney may or may not do in a particular circumstance. In his/her information statement, the mediator comments that "the local child support prosecutor ... is a stickler for following the child support guidelines." If the parties move towards an agreement that is other than "the letter of the law", the mediator may feel the need to evaluate their chances of getting it past the prosecutor.

⁶ See *supra* note 3.

Alternatively, s/he could refrain from offering an opinion about the viability of a particular compromise reached by the parties and face a two-fold risk. CSD may find Med-Mod a less attractive option if it produces unacceptable agreements. If the prosecutor rejects an arrangement hammered out at the table, the parties, despite a disclaimer about the prosecutor's role, may still feel that they were tricked into using mediation with false promises of self-determination.

While not part of the simulation, the center, if it has any influence in the design of the program, should urge CSD to include information about the role of the child support prosecutor in the written description of Med-Mod sent to the parties. The center should reiterate this factor in its pre-mediation correspondence with the parties. At the table, the mediator should remind the parties that they have considerable latitude in the non-support issues they may want to resolve.

The invisible presence of the CSD becomes more palpable when, in combination with the presumption created by the guidelines, it tips the balance of power toward Ann⁷. While the child support prosecutor does not represent her, Ann benefits because that office will file and litigate the support increase. The statutory presumption puts the burden on Jim to show the court why his situation is so unique, why he is so different from all the other non-custodial parents with comparable income, that the guidelines should not apply to him. If it came to a legal shoot out over the amount of support, Ann has an Uzi⁸; Jim has a water pistol. The mediator cannot rearm Jim to equalize their firepower, but s/he needs to recognize the effect of these factors on Jim and on the process.

Jim might react with anger and mistrust of the process. Ann might decide she does not have to negotiate with Jim about the amount of support, which could have a domino effect on the other issues. The mediator could remind the parties of the other issues they have identified and the value to each of them in satisfying those interests. In caucus with Ann, the mediator may want to explore whether Ann sees the virtual certainty of an increase in support as a bargaining tool to achieve other goals, like helping the children with college expenses.

The third way in which the Invisible Third Party impacts the mediation is by interjecting a subtle but pervasive cultural conflict into what would otherwise be a homogeneous mediation. Jim, as a middle class businessman, is uncomfortable dealing with a government social service agency. CSD smacks of welfare and miscreants to him. The impersonal, form letter approach is offensive to him. He feels the CSD law suit against him compromises his image in the community.

When his agency has a legal matter, he goes to a lawyer in an oak paneled office with a honey-voiced receptionist. He does not want to wade through multiple telephonic menus

⁷ See mark D. Bennett & Michele S.G. Hermann, THE ART OF MEDIATING 119-120 for an outline and brief description of the sources of power. Ann's power on this issue comes from her association with CSD. CSD's power comes from its authority.

⁸ In a more precise extension of the "shootout" analogy, CSD, Ann's hired gun, has the Uzi, but since it is Ann who is at the table, she is the beneficiary of the superior weaponry.

only to leave a voice mail message for a bureaucrat sitting at a steel desk. It may be helpful for Jim to simply vent his discomfort, perhaps when the mediator is disclosing the CSD role in the mediation process.

Ann is rather more willing to put up with the frustrations of dealing with the bureaucracy because of the benefit to her.

3. Mediator Self-Interest

The notion of a disinterested third party is central to most definitions of mediation.⁹ Some states codify the concept. “Mediation shall mean the intervention into a dispute by a third party who has no decision making authority and is impartial to the issues being discussed.”¹⁰

Mark D. Bennett and Michele S.G. Hermann assert, “Although all forms of mediation share the common core of being delivered by neutral third parties who are not decision makers, there are tremendous variations in the ways that the mediation process takes place.”¹¹

Interestingly, The Uniform Mediation Act (UMA), approved by the National Commissioners on Uniform State Laws more than fifteen years after the cited standards were adopted and ten years after the Nebraska statute was enacted, is more equivocal on the subject of mediator neutrality. The statement “A mediator must be impartial, unless after disclosure of the facts required in subsections (a) and (b) to be disclosed, the parties agree otherwise.”¹² is bracketed meaning it is only “suggested as a model provision and need not be part of a Uniform Act.”¹³

It seems that in the intervening years between the early development of mediation standards and the promulgation of the UMA, the evolution of mediation as a practice subjected the concept of mediator neutrality to rigorous reality testing.¹⁴ In ombuds services, in-house mediation programs, and victim/offender mediation, the mediator’s shiny, white suit of pure neutrality assumed in the classic model has grayed a bit. The mediator comes to the table with a predetermined allegiance. It might be to the state, or the company, or the victim, but it is there. To a less obvious degree, court annexed and government agency sponsored mediation programs mitigate absolute objectivity.

Arguably, finding a wholly disinterested mediator, in any setting, is as much a sleeveless errand as Phoebe’s search for a purely selfless good deed.¹⁵ Even in the classic model of two disputants independently engaging a stranger to facilitate the negotiation of a settlement between them, is the mediator completely without a personal interest in the outcome? The natural urge to see one’s efforts produce a tangible result creates an impulse toward settlement. The basic human desires to be appreciated and to appear competent influence the mediator’s behavior. Even the altruistic instinct to help the parties creates a measure of mediator bias.

⁹ See STANDARDS OF PRACTICE FOR FAMILY AND DIVORCE MEDIATION I (Academy of Family Mediators 1985) and STANDARDS OF PRACTICE FOR LAWYER MEDIATORS IN FAMILY DISPUTES PREAMBLE (FAMILY LAW SECTION OF THE AMERICAN BAR ASSOCIATION 1984).

¹⁰ NEB. REV. STAT. §25-2903 (1991).

¹¹ BENNETT & HERMANN, *supra* at 15.

¹² UNIF. MEDIATION ACT § 9-g (2001).

¹³ *Id.* Reporter’s Notes 5.

¹⁴ See *id.* for discussion.

¹⁵ *Friends: The One Where Phoebe Hates PBS* (NBC television broadcast, October 15, 1998).

In this instance, the mediator is at risk of being influenced by personal interests in two ways: as a mediator partisan and as a “repeat player” attorney.

His/her desire to benefit the mediation center could lead him/her to push the parties into settlement because “successful” mediations make it more likely CSD will extend Med-Mod and renew the grant to the center. That tendency is heightened here because of the mediator’s involvement with the center.

The mediator’s professional relationship with the child support office also threatens to influence the handling of the case. S/he may feel a need to preserve his/her reputation with that office. Will they question his/her legal competence if the parties structure an unacceptable agreement? If the parties evaluate him/her negatively, will that diminish his/her standing in the eyes of the child support office?

The actual consequences of these possibilities are not as important as their potential to make the mediator temper his/her behavior to avoid them. The extent to which they actually influence a particular mediator varies with the personality of the mediator and the circumstances of the local office.

This kind of mediator self-interest is not necessarily a negative. Insofar as these factors impel the mediator to excellence, they are a benefit. The mediator can better manage the potential dangers inherent in self-interest if s/he recognizes their existence and remains mindful of their possible influence throughout the course of the mediation.

Does the mediator’s self-interest in a case always equate with conflict of interest? The UMA does not include “conflict of interest” list of definitions,¹⁶ but the section on conflicts implies a definition, “...any known facts that a reasonable individual would consider likely to affect the impartiality of the mediator, including a financial or personal interest in the outcome of the mediation and an existing or past relationship with a mediation party or foreseeable participant in the mediation.”¹⁷ The mediator self-interest suggested in the simulation might come under such a broad description. The UMA directs the mediator who, after the appropriate examination of conscience discovers a conflict, to “disclose any such known fact to the mediation parties as soon as is practical...”¹⁸

An unusual aspect of this conflict of interest is that it is a consideration for every mediator in the program. The standard is subjective. How much does *this* mediator care about the success of Med-Mod? How much does *this* mediator need an ongoing relationship with CSD as a mediator or as an attorney?

The language of the UMA only requires the mediator to inform the parties of his/her relationship with CSD, leaving to them the decision whether or not to proceed. This is a

¹⁶ UMA § 2.

¹⁷ See *Id.* § 9, (a) (1).

¹⁸ See *Id.* § 9, (a) (2).

typical formula.¹⁹ It seems self-evident, however, that the mediator has the primary responsibility. S/he must settle in his/her own mind if his/her interest in the case will impair his/her ability to act as a neutral. If so, s/he must decline or withdraw from the case.

Only programmatic changes can relieve those aspects of this conflict that arise from the structure of the program. CSD could explicitly and unequivocally declare that continued use of a mediator is not conditioned on that mediator bringing in “acceptable” agreements. However, it seems unlikely that a public agency would go on record to committing itself to go on buying a product it cannot use. The only institutional remedy left is early and full disclosure.²⁰

4. Advice v. Information

The potential that the mediator will take on the role of advisor, subtly or overtly exists in any mediation where the mediator has special knowledge of the subject matter. This risk is exacerbated when there is a premium placed on “getting it right”, creating an agreement that is acceptable to an outside authority. The time constraints of the program also tempt the mediator to speed up the process by giving the parties a tried and true solution.

The line between advice and information is subtle and, like the strike zone, subject to heated debate. The mediator must determine where s/he sees that line. Is it appropriate for the mediator to provide information on how the support guidelines are calculated? Should s/he explain what “rebuttable presumption” means or tell the parties whether the court will enter a retroactive modification order? The ABA Family Law Section offers some guidance,

The mediator may define legal issues, but shall not direct the decision of the mediation participants based on the mediator’s interpretation of the law as applied to the facts of the situation. The mediator shall endeavor to assure that the participants have a sufficient understanding of appropriate statutory and case law as well as local judicial tradition, before reaching an agreement by recommending that they obtain independent legal representation during the process.²¹

More refined than a case-by-case decision, the mediator has to determine on a point-by-point basis if a particular statement is advice or information. It is incumbent on the mediator to explain his/her role as mediator clearly to the parties. This serves a double purpose. It puts the parties on notice about what to expect. Hearing it spoken aloud also reminds the mediator of his/her limits.

¹⁹ See STANDARDS OF PRACTICE FOR FAMILY AND DIVORCE MEDIATION II-D, 1. (Academy of Family Mediators 1985); STANDARDS OF PRACTICE FOR LAWYER MEDIATORS IN FAMILY DISPUTES III-B (FAMILY LAW SECTION OF THE AMERICAN BAR ASSOCIATION 1984) and NEB. REV. STAT. §43-2905 (1993).

²⁰ See *supra* p. 7.

²¹ STANDARDS OF PRACTICE FOR LAWYER MEDIATORS IN FAMILY DISPUTES (FAMILY LAW SECTION OF THE AMERICAN BAR ASSOCIATION IV-C 1984).

The “close call” built into this simulation is the matter of the date support is due. The secret facts leave open an opportunity for the parties to agree to a day of the month other than the first. Because of his/her expertise in family law, the mediator knows that the statutory requirement that support be paid on the first day of the month is a “custom more honored in the breach than the observance.”²² Because CSD uses income withholding²³ as a collection tool at every opportunity, it, in effect, regularly agrees to a due date based on the obligor’s payday rather than the first. Does sharing that information cross the line? Suppose the parties are moving towards agreeing that Jim pay on the fifteenth but Ann says, “I don’t think we can do that.” What is required of the mediator; what is permitted? The answer will depend on the mediator’s internal definitions of “advice” and “information”.

²² WILLIAM SHAKESPEARE, HAMLET, ACT 1, scene 4.

²³ Income withholding is an ongoing collection method in which the obligor’s employer (or any other entity that makes regular payments to the obligor) withholds child support from the payment due to the obligor and sends the child support to the child support collection agency.

III INSTRUCTIONS & ROLES

- ?? The simulation begins after the mediator(s) have given the introduction and explanation of mediation and after the parties have each given their opening statements.

- ?? All role players receive the summary of facts in the teaching notes and the opening positions of both parties.

- ?? Only the mediator(s) receive(s) the mediator information.

- ?? Only the designated party receives his or her secret information.

- ?? The role players should:
 1. Be familiar with the facts as presented.
 2. Improvise additional facts consistent with the scenario as needed to make the simulation realistic.
 3. React and respond in role.
 4. Have the written facts with them for reference, if necessary, but not read directly from them.
 5. Agree before the simulation begins whether they want to use the role names or their own names and be consistent in applying their choice.

MEDIATOR INFORMATION

This mediation was assigned to me by the Community Justice Center, a non-profit mediation center that relies heavily on various grants to keep its doors open. I am a strong advocate for interest-based mediation in general and the center in particular. I have served three terms on the center's governing board. I want to see the center grow and prosper. Therefore, I want CSD to find the Med-Mod Project worthwhile and the center's involvement valuable.

As a domestic relations attorney, I am an expert in family law. I am aware, for example, that while the divorce code requires all orders to set the first of the month as the child support due date, the income-withholding²⁴ law ties payment dates to the obligor's payday. I am usually accurate in predicting what arguments will persuade the court to enter a support order higher or lower than the guidelines amount.

I represent clients in many CSD cases establishing or enforcing child support orders. Most of the time, we negotiate a mutually satisfactory agreement. I have an excellent working relationship with the local child support staff, both lawyers and caseworkers.

I understand that, even though the local child support prosecutor is anxious to get as many of these modification cases settled as possible, she is a stickler for following the child support guidelines.

I feel like CSD is an invisible third party at the table in these Med-Mod sessions.

²⁴ See *supra* note 23.

ANN MARTIN'S OPENING POSITION

Of course, I'm thrilled about the increase, if Jim doesn't wriggle out of it like he does everything else. Honestly, though, I think it should be even more. I know he is making more than what his tax returns show. I worked with him when he first started the agency. He never reports everything that comes through the door. He always brags about how much he saves on taxes by having his own business. He knows all the tricks.

He really took advantage of me back when we got divorced. I should have been awarded an interest in the agency. I helped start it, after all. He said if I got all the house and he got all the agency, it would be better for me. Why did I ever listen to him? That agency is a gold mine now.

I guess the child support office can't help me with this, but I am furious because he always takes months after I send him the un-reimbursed medical and dental bills before he pays me his half. The doctors sure won't wait that long. I have to pay them right away. Once, he kept an insurance reimbursement check that was supposed to cover Patsy's hospitalization. I had to threaten contempt of court before he finally sent me the money, a full year after the accident! I think he was afraid it would hurt his business if word got out how sleazy he is.

The first few years after the divorce, he'd go months without sending me a dime and then, all at once, he'd pay off everything. It's like I had to beg and become desperate before he'd bother. That hasn't happened for a while but even now I never know when in the month the support will come in. I end up with late penalties on my bills. Back in the early days, we almost had the utilities shut off because of his irresponsibility. My parents paid the utility bill for me. Can you imagine how humiliating it was to for me, a grown woman, to have to run to Daddy for money?

The divorce decree says he pays on the first day of the month. He should pay on the first. That is the law in this state. I know he pays his office staff on a regular payday. His children should be at least as important as his secretary.

You know, I wouldn't even care so much about the money if he would just act like a father to his own children. It is terrible that Jim does nothing to help Penny with college. She may be too old for child support but she still needs us, both of us. Jim's folks helped him get a degree. He should do the same for Penny, for all of the kids. Paul graduates this spring. Patsy is not far behind.

I know it just tears the hearts out of his kids when they see how much he gives to that woman's children. They go on trips and have a big, fancy house. It's so unfair! He never was reliable about visitation. It seemed like if he couldn't drop in whenever it suited him, he wouldn't make any effort at all. It has been really bad since we moved to Capitol City eight years ago. I had to move here to take this job. Of course, it didn't hurt that our move meant that my children were away from that woman.

I think I should have the tax exemptions for the kids now that I am working full time. After all, I'm the one, the only one, who really supports them.

The modification should be retroactive to when he started making his big money.

ANN MARTIN'S SECRET INFORMATION

- ?? I can get better medical insurance for the kids through my job. It would only cost me an extra \$75/month. I would be willing to take on that responsibility if Jim would help more in other areas.
- ?? Penny really needs a car and car insurance to get to college.
- ?? After the CSD review, I got a promotion and raise. I don't want Jim to know how much I am making now, so I'd like to settle this without going to court.
- ?? Honestly, I don't care which day of the month he pays as long as it is the same day of the month so I can count on it.
- ?? When Jim started seeing Gloria, I did not want the kids to spend time with them. I thought it would be confusing for them to have two moms. Now, I am more worried about them having no father.
- ?? Mostly, I am tired of feeling like he is always getting away with something, putting one over in me. I want to win one, just once.

JIM MARTIN'S OPENING POSITION

They've got to be nuts! What world do those child support people live in? Nobody gets a 351% raise. This is outrageous. It is just Ann's way to get back at me because I don't jump every time she sends me a doctor bill. She is so vindictive, she is probably still mad about that mix-up over an insurance check for Patsy's emergency room bill. That was years ago. Patsy was just in first or second grade. I didn't even know she had been hurt. At first, I couldn't tell what the check was for. I thought it was part of the business. Sure, it took a little while to get straightened out, but I should have been called right away when Patsy was taken to the hospital.

That is just one example of how Ann has cut me out of my children's lives. The first few years after the divorce, I tried to spend as much time as possible with them. It was tough because I had to be at the office for long, long hours. I was trying to get the agency on its feet. I had no office help after Ann and I split up. When I came to the house, Ann always had some excuse: they had other plans; it's too late on a school night; they were sick. She wanted to control everything. I had to make an appointment to see my own flesh and blood! I hate that word "visitation". When I started dating my wife, Gloria, Ann moved two counties away. She couldn't stand it that I was finally happy.

Who is she going to torment when the support is finished? It's just three years and seven months more and then I will never have to deal with her again.

On the few occasions I've seen Patsy, Paul, and Penny recently, I have had the impression they think I'm buying all kinds of things for Gloria's children. Gloria has a great job. She makes her own money and takes care of her own kids. This is just one more way Ann is trying to poison my children against me.

I will admit that \$300 a month for two teenagers may be a little low but that is only part of the story. Nobody gives me credit for the last 12 years when I have paid in full every single month. Nobody talks about the \$350/month it costs me to carry their medical coverage. I have kept Penny on that plan. I didn't have to do that.

The first few years were hard on us all because my income was pretty irregular. I did my best. Every time I got a big premium check, the first thing I did was make up what I had missed. Doesn't Ann realize that even if we had stayed married, some bills would have been paid late in those years? The money just wasn't there. I'm sure it made things rough for Ann but it was no bed of roses for me either. Besides, I know her folks help her whenever she needs it. It's not like she and the kids are going to be out on the street.

Ann got all the equity in the house. She made nearly \$15,000 when she sold it to move to Capitol City. I could have had half of that but I tried to be the good guy when we split up. She got alimony for six years while she finished up her degree.

Now she is hinting around that she should be able to claim the kids on her tax return. That was settled 15 years ago. It would kill me on taxes if I lost those exemptions.

No judge would order a jump from \$300 to \$1053, would he?

JIM MARTIN'S SECRET INFORMATION

- ?? Ann has always made veiled threats about my “creative” income tax returns. I worry that if she gets mad enough, she will turn me in to the IRS. That would not be good.
- ?? I am deeply hurt about my estrangement from my children but I don't know what to do about it without dancing to Ann's tune.
- ?? I probably would not have reacted so strongly if this had not come out of the blue from the state office. How could Ann sic those bureaucrats on me as if she were on welfare and I was a “deadbeat dad”?
- ?? I get a regular payment on one of my big accounts on the 10th of every month. I could pay the child support and any medical bills (within reason) then.
- ?? I can pay the suggested increase. Actually, it is less than what Gloria's ex pays for their two children and I make more money than he does. I just hate the way Ann uses the kids to punish me because I was the one to recognize that our marriage was dead.