

IN THE COURT OF APPEALS OF IOWA

No. 8-657 / 98-354

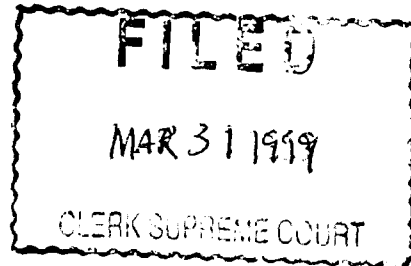
**IN RE THE MARRIAGE OF DOUG BLOOMQUIST
AND STEPHANIE BLOOMQUIST**

Upon the Petition of
DOUG BLOOMQUIST,

Appellee,

And Concerning
STEPHANIE BLOOMQUIST,

Appellant.



Appeal from the Iowa District Court for Webster County, Gary L.
McMinimee, Judge.

Stephanie Bloomquist appeals a district court ruling in a declaratory judgment action finding that she had not fully satisfied her child support obligation pursuant to the parties' dissolution decree. **AFFIRMED.**

Dan T. McGrevey, Fort Dodge, for appellant.

Kurt L. Pittner, Fort Dodge, for appellee.

Considered by Sackett, C.J., Streit, J., and Schlegel, S.J.*

*Senior judge assigned by order pursuant to Iowa Code § 602.9206 (1997).

SCHLEGEL, S.J.

The respondent, Stephanie, appeals a district court ruling in a declaratory judgment action finding that she had not fully satisfied her child support obligation pursuant to the parties' dissolution decree. She argues the district court erred in failing to find she had entirely satisfied her child support obligation because her payments to petitioner, Douglas, actually exceeded the amount set by the trial court. We affirm the district court.

The marriage of Douglas and Stephanie Bloomquist was dissolved in 1988. Douglas had physical care of their minor children, Karli and Casey. The court ordered Stephanie to pay monthly child support of \$150 per child. At the time of the divorce, Stephanie was living in Arizona and was not represented by counsel during the proceedings. However, Stephanie did read the stipulation before signing it.

Due to her employment, Stephanie was able to fly from Arizona to Iowa every four or five weeks and stay up to ten days in the marital home. Douglas would leave the home during these visitations. Despite the terms of the decree requiring her to pay support through the clerk of court, Stephanie chose instead to pay Douglas directly. At the time of trial, Stephanie had paid Douglas \$14,324.

In the early 1990's, Stephanie was informed that Douglas had developed a serious drinking problem. Karli allegedly informed Stephanie their basic requirements were not being met. From September to December 1992 the children resided in Arizona with Stephanie. She did not pay child support during this period.

Instead of making direct payments to Douglas, Stephanie decided on her own to send along signed, blank checks to allow the children to purchase groceries, personal items, and school supplies. As an Amway representative, Stephanie also sent Amway products. Although Douglas was financially strapped, he was employed and did provide for basic needs. He testified he asked Stephanie to pay her back child support.

Douglas sought to collect back child support in 1997. In response, Stephanie filed a petition for declaratory judgment and injunctive relief, claiming the amount of funds she contributed toward the family's groceries, other supplies, and direct cash payments, exceeded her child support obligation. She sought a declaration her obligation was paid in full. Stephanie requested credit for the semester she had the children living with her, and the weeks of summer vacation in which she provided much of the family's needs.

At trial, Douglas argued he consistently protested Stephanie's method of payment. He stated he did not initially seek formal compliance with the terms of the decree in order to keep harmony within the family. Douglas stated he was willing to give Stephanie credit for the direct cash payments, the support provided during summer vacation, and the semester the children lived with her in Arizona. Stephanie testified she was unaware of Douglas's displeasure with her method of payment since he never protested. She further testified she provided considerable support during the years when Douglas was experiencing his drinking and financial problems. Karli testified that Douglas did not neglect their needs and did provide them with basic

necessities, but also relied upon their mother. Casey also testified that while the family experienced a money shortage, his father did provide for the family. Douglas's girlfriend, Shirley Erb, testified that there was plenty of food around the house due to their gardening and canning. She testified she heard Douglas on several occasions request Stephanie not send Amway products in lieu of money.

The court concluded Stephanie should receive a credit for all direct cash payments made to Douglas and the weeks of summer visitation. The court also granted credit for the semester the children lived in Arizona. The court denied the balance of Stephanie's petition.

On appeal, Stephanie argues Douglas agreed to her method of payment and is estopped from claiming past due support. She claims Douglas at no time gave her written notice of his displeasure. Stephanie acknowledges she could have paid the grocery money through the clerk of court, but decided not to in order to make this money quickly accessible. She argues the total amount she actually provided is considerably more than the amount ordered by the district court.

The court tried this declaratory judgment action in equity and review is de novo. Iowa R. App. P. 4. Iowa Code section 598.22 provides, in pertinent part:

All orders or judgments entered under chapter 234, 252A, 252C, 252F, or 600B, or under this chapter or any other chapter which provide for temporary or permanent support payments shall direct the payment of those sums to the clerk of the district court or the collection services center in accordance with section 252B.14 for the use of the person for whom the payments have been awarded. Payments to persons other than the clerk of the district court and the collection services center do not satisfy the support obligations created by the orders or judgments.

Id. The supreme court provided a *very limited* exception to the statute:

Strong public policy supports the statute. The courts should be loath to sort through [numerous] disputed claims of undocumented private agreements concerning support obligations. A matter so important should be clearly fixed and authorized by court order. Only in this way can support be effectively enforced. The statute spares the courts from the impossible task of separating fact from fiction in claims of the parties' private understandings. The legislature had every right to void secret agreements that would obviate court ordered support obligations.

For this reason also, the doctrine of equitable estoppel should be rarely applied in cases of this kind. We stop just short, however, from saying the doctrine should never be applied.

In re Marriage of Harvey, 523 N.W.2d 755, 756 (Iowa 1994). In *Harvey* an oral agreement was claimed. Also the record showed the obligor supported the child during the period in question. In this case, Stephanie claims Douglas acquiesced, which showed his agreement. His testimony disputes that claim. We find the district court's order complies with the intent of the legislature in Iowa Code section 598.22 and is equitable.¹

AFFIRMED.

¹ By our calculation, Stephanie's total support obligation was \$ 29,700. The total credits for amounts paid directly to Douglas, summer visitation, and the semester the girls lived in Arizona are \$ 16,649. The net support owing, therefore, is \$ 13,051.