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DISTRICT IV

January 14, 2021

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You are hereby notified that the Court has entered the following opinion and order:

2020AP1211-FT In re the marriage of: Andrea Buckarma v. David Alan Wagner (L.C. # 2019FA54)

Before Fitzpatrick, P.J., Graham, and Nashold, JJ.

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

Andrea Buckarma appeals a judgment of divorce from David Wagner. Pursuant to this court's August 17, 2020 order, the parties have submitted memo briefs. *See* WIS. STAT. RULE

809.17(1) (2017-18).[1] Upon review of those memoranda and the record, we affirm the judgment of the circuit court.

The circuit court awarded Buckarma monthly maintenance of $250 for five years, and Buckarma contends that this amount was inadequate. She argues that the court erred in two ways.

First, Buckarma argues that the circuit court's award of maintenance was improperly affected by the fact that Buckarma would not be paying child support. The argument is based on the following remark by the court: "I recognize, as well -- and you need to, Andrea -- you are not paying [] child support. And he has the kids two-thirds of the time. That is a factor that you cannot lose sight of in all of this."

Buckarma acknowledges that the lack of child support payment by her was part of the marital settlement agreement, but she asserts that using the shared placement formula instead would have resulted in a support payment *to her* of approximately $25. She appears to be arguing that the circuit court erred by reducing her maintenance award from what the court would otherwise have awarded, had she been paying child support.

We reject this argument. Buckarma is not claiming that the circuit court made a factual error in stating that she would not be paying child support, and the transcript does not support her assertion that the court reduced the maintenance payment from what it otherwise would have been to account for that fact. The setting of a maintenance amount necessarily requires the court

[1] All references to the Wisconsin Statutes are to the 2017-18 version unless otherwise noted.

to be aware of and consider each party's expenses. In the above statement, the court appears to have been doing so, as well as trying to assuage what it may have anticipated to be Buckarma's perception that the award was insufficient.

Second, Buckarma asserts that the circuit court "opined that it did not feel it was appropriate to consider" the statute providing that one of the factors in setting maintenance is the "feasibility that the party seeking maintenance can become self-supporting at a standard of living reasonably comparable to that enjoyed during the marriage, and, if so, the length of time necessary to achieve this goal." WIS. STAT. § 767.56(1c)(f).

Buckarma does not cite to a specific place in the record where the circuit court made such a statement. However, she may be referring to the following passage, in which the court stated:

> One of the principles in the law that always irritates the Court is that it technically indicates that maintenance is intended to allow each of the parties to maintain the lifestyle that they enjoyed prior to the time of the divorce. Well, that doesn't work. That's not a practical objective, and the reason for that is that you now have two different series of expenses that are coming from the same economic pool.

We do not agree with Buckarma's characterization of this statement as one in which the circuit court decided that it was inappropriate to consider the statute. Instead, the court was expressing its view that it is difficult to fully realize the statutory goal of comparable lifestyles because divorcing parties typically incur higher separate living expenses without having a similar increase in income. Buckarma does not appear to disagree with this general proposition.

Furthermore, the circuit court went on to state: "I think that it is certainly feasible for Andrea to become self-supporting in the future. I also think that she needs help with this

transition." Therefore, rather than declining to apply the statute, it is apparent that the court was aware of the statute and was attempting to meet that goal, within the available limits.

Buckarma further argues that the award did not meet that goal because, in her view, Wagner continues to live at the pre-divorce lifestyle, while she does not. She asserts that Wagner would have more money available if he reduced his expenses for a voluntary retirement contribution, and that one of his debts was paid off soon after the divorce. In response, Wagner notes that Buckarma herself has expenses that could be reduced. As the circuit court noted, Buckarma lives in a two-bedroom apartment with a roommate, but does not require the roommate to contribute to the rent: "You are supporting someone else. That's a decision that you made, but I'm not requiring him to pay for that. That isn't fair." Buckarma does not dispute this point.

Ultimately, the statute does not require that the parties' lifestyles be precisely comparable to their pre-divorce lifestyle, but only "reasonably comparable." Buckarma has not persuaded us that the circuit court's decision failed to provide her with a lifestyle that is reasonably comparable.

IT IS ORDERED that the judgment appealed from is summarily affirmed.

IT IS FURTHER ORDERED that this summary disposition will not be published.

Sheila T. Reiff
Clerk of Court of Appeals