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DISTRICT II

June 5, 2013

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

2012AP1292

In re the marriage of: Jodie M. Boldin v. Anthony J. Boldin
(L.C. #2010FA1)

Before Neubauer, P.J., Reilly and Gundrum, JJ.

Jodie Boldin appeals from a trial court order denying her motion to reopen the parties' stipulated judgment of divorce. Based upon our review of the briefs and record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2011-12).¹ We affirm.

On May 10, 2011, the parties appeared for a scheduled court trial on their divorce and informed the court they were continuing to negotiate. Anthony had counsel and Jodie was pro se, though she was previously represented. Later that day, the parties entered into a partial

¹ All references to the Wisconsin Statutes are to the 2011-12 version.

marital settlement agreement (MSA) regarding custody and placement, and the next day, they reached agreement on all remaining issues. On May 11, 2011, Anthony's attorney stated the parties' agreement on the record. Under oath, Jodie testified that she heard, understood and agreed with the attorney's representation and believed the agreement was fair. Jodie testified that she understood she was giving up a contested trial and could not later change her mind. She testified that no one was forcing or threatening her to enter into the agreement.

Anthony's attorney eventually filed a proposed findings of fact, conclusions of law, and judgment of divorce (FFCLJ), and Jodie immediately informed the court that she did not agree with certain provisions. The trial court signed the FFCLJ and it was entered on October 20, 2011.

Jodie retained counsel and filed a WIS. STAT. § 806.07 motion to reopen the judgment. As grounds, Jodie asserted that the written FFCLJ did not accurately reflect the oral stipulations placed on the record and that it contained language never discussed or agreed to by the parties. The trial court agreed to take the motion under advisement and to review the FFCLJ and transcripts.

On February 14, 2012, the trial court delivered its oral ruling. The trial court agreed that certain provisions in the written FFCLJ did not accurately reflect the parties' agreement and needed correction:

[W]hat I am going to do is correct the [judgment] to reflect that first of all, without exception that the \$262 per month being paid is indeed family support, that by definition child support is being held open at this point in time and also that maintenance is simply being held open as relates to both parties. I'm satisfied that would correct the [judgment] and put it in conformity with the testimony of the parties as placed on the record.

With these corrections ordered, the trial court denied Jodie's motion to reopen. The court determined that Jodie "understood the agreement, she understood the provisions, she understood what she was agreeing to," and had failed to show any fraud, misrepresentation or mistake. The trial court expressed its understanding that given the parties' extensive jointly held debt and encumbrances on the residence, future issues may arise, but reminded Jodie that this was evident at the time she entered into the divorce agreement.

Jodie maintains that the trial court should have granted her WIS. STAT. § 806.07 motion to reopen the divorce based on the written objections she presented to the proposed FFCLJ, and due to the "glaring inconsistencies" between the oral record and the FFCLJ. We review a trial court's decision under § 806.07 for an erroneous exercise of discretion. *State ex rel. Cynthia M.S. v. Michael F.C.*, 181 Wis. 2d 618, 624, 511 N.W.2d 868 (1994). We will uphold the trial court's discretionary determination as long as it considered the relevant facts, applied the correct law, and used a rational process to reach a reasonable result. *Dutchin v. Dutchin*, 2004 WI App 94, ¶10, 273 Wis. 2d 495, 681 N.W.2d 295.

Jodie's brief fails to develop what should be her central argument, that the trial court erroneously exercised its discretion in denying her motion to vacate the judgment. While Jodie insinuates that her written objections to the FFCLJ support reopening the judgment, she neither details those objections nor explains how the trial court's decision after a full hearing on her motion was erroneous. She asserts that there were glaring inconsistencies between the oral record and written judgment, "[m]ost notably in financial concerns, especially in the areas of maintenance ... and asset and debt valuation and division." However, the trial court corrected the "notable" inconsistencies concerning family support and maintenance, and Jodie's brief does not point us to any other inconsistency the trial court should have corrected. Similarly, though

Jodie recites the factors a trial court should consider in determining whether to reopen a judgment, she fails to apply them to the facts of this case, and leaves out any argument that the trial court erroneously considered or failed to consider the appropriate factors.

We decline to consider Jodie’s issue because it is inadequately briefed. *State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992). Jodie’s conclusory arguments fail to address the trial court’s ruling and to explain how it constituted an erroneous exercise of discretion. “We decline to embark on our own search of the record, unguided by references and citations to specific testimony, to look for evidence to support [an] argument.” *Grothe v. Valley Coatings, Inc.*, 2000 WI App 240, ¶6, 239 Wis. 2d 406, 620 N.W.2d 463.

Though the issue is inadequately briefed, we have reviewed the entire record and fail to discern an erroneous exercise of discretion. There was no showing of fraud, mistake or misrepresentation. The parties’ agreement was entered under difficult financial circumstances after consultation with tax professionals, and Jodie assented to its terms in the signed MSA and on the record. As the trial court reasoned, “at some point we have to take people at their word.”

Upon the foregoing reasons,

IT IS ORDERED that the order of the circuit court is summarily affirmed pursuant to WIS. STAT. RULE 809.21.

Diane M. Fremgen
Clerk of Court of Appeals