TRIBAL COURT OF THE SHAKOPEE

MDEWAKANTON SIOUX COMMUNITY

SMSC RESERVATION **STATE OF MINNESOTA**

Daniel Edwin Jones,

Petitioner,

vs. Court File No. 491-02

Michelle Marie Steinhoff,

Respondent.

MEMORANDUM OPINION AND ORDER

On November 21, 2002, the Court approved a stipulated settlement in this matter. The parties' stipulation and the Court's Order provided, *inter alia*, that the Respondent would be awarded sole physical custody of the parties' child, that she would support the Petitioner's efforts to have their child enrolled in the Shakopee Mdewakanton Sioux Community ("the Community"), that she also would petition the Minnesota District Court for the First Judicial District to change the child's name from [redacted] to [redacted], and that the Petitioner in turn would pay child support to the Respondent at a rate greater than would have been required under the Community's Domestic Relations Code.

Paragraph 6 of the Court's Order said this, about the duration of those payments:

> The child support payments shall continue until the minor child covered by this Order reaches the age of 18, or 20 if still in

> secondary school; or until the child covered by this Order becomes emancipated, marries or dies, or until further Order[1].

Shortly after that Order was entered the parties' child indeed was enrolled as a member of the Community; his name was legally changed to [redacted]; a minor's trust account therefore was established for him under section 14.6 of the Community's Gaming Revenue Allocation Amendments to its Business Proceeds Distribution Ordinance, Ordinance No. 10-27-93-002; and regular payments were made by the Community into that account, until [redacted], when the [redacted] became eighteen years old.

Upon that event, [redacted] received a very substantial payment from his trust account, and also began receiving monthly *per capita* payments from the Community[2]. Contemporaneously, [redacted] voluntarily became the subject of a Conservatorship of Estate under the Community's Amended Conservatorship Ordinance, Ordinance No. 03-211-08-016. SMSC Court File No. 933-20.

Pursuant to Section 7(b) of the Conservatorship Ordinance, [redacted]' Court-appointed Conservator has the authority and responsibility to administer and employ all of [redacted] assets –

> …as shall be reasonably necessary for the support and care of the Conservatee, including medical care and education given the size and nature of the property and the station in life or needs of the Conservatee …

[1] On July 25, 2017, in response to a motion by the Petitioner, the Court filed a Memorandum Opinion and Order that modified, and decreased, the amount of the Petitioner's monthly payment obligations, but did not change the duration of the obligation.

[2] Those monthly payments, to the parties' child and to all other adult Community members, including the Petitioner, have been reduced and will be further reduced, for at least some period going forward, due to the enormous effect that the COVID-19 pandemic has had and will have on the Community's businesses.

Upon [redacted] eighteenth birthday, without notice to the Respondent or any materials filed with the Court, the Petitioner ceased making any child support payments. He evidently asked the Community official responsible for withholding those payments from his *per capita* payments and transmitting them to the Respondent to cease doing so. That official asked for guidance from the Community's General Legal Counsel, who responded that, in his opinion, [redacted] had become "emancipated" as that term was used in the Court's November 21, 2002 Order, and therefore the Petitioner no longer had any legal responsibility to make child support payments.

When the Respondent did not receive the payment that she expected in February, she contacted the Court's Clerk. The Court then requested a summary from the Conservator as to any payments that had been or would be made to the Respondent. In reply, the Conservator said:

> The Conservatorship has not established any amount of funds for the benefit of Mss. Steinhoff that would be paid out of [redacted] estate. Nor is the Conservator aware of any obligation for such payments.
>
> [redacted] is 18 years of age and he has not yet graduated from high school He still resides with his custodial parent, Michelle Steinhoff. He does not pay rent or utilities to his mother.
> …
> During the present uncertain circumstances of the "stay home" orders resulting from the Covid-19 pandemic, [redacted] has told me that he has been helping with supplies and food at home.
>
> Certain funds are being provided from the estate to [redacted] on a weekly basis, the amount of which varies depending on his attendance at high school. Specifically, [redacted] is eligible to receive $1,000 per week as an allowance if his high school attendance is 80% or higher; if he does not meet the attendance requirement, [redacted] receives $500 per week.

The Court convened a telephone hearing on April 2, 2020 to inquire as to the parties' positions with respect to the cessation of child support payments. The Petitioner participated and was represented by counsel, the Respondent participated *pro se*, and at the conclusion of the hearing the Court asked the Petitioner submit his position in writing, and the Respondent then to reply, also in writing.

Those materials now have been received and considered by the Court, and the Court has reached two conclusions: (1) "emancipation", as that term is used in the Court's November 21, 2002 Order, is a legal term of art with a very specific meaning – it refers to the possibility that before his eighteenth birthday [redacted] might effectively have become personally and financially independent, and it therefore has no legal application to his circumstances after his eighteenth birthday; and (2) given [redacted]' present situation, it is very likely that, if presented with a proper motion, the Court could find that the parties' circumstances have changed in such a way as to make further child support payments from the Petitioner unnecessary – provided that it is clear to the Court that funds from the Conservator's accounts would ensure that [redacted] and his mother have sufficient resources for their daily needs.

Some words are appropriate here with respect to the effect – or, rather, the irrelevance – of the "emancipation" term. In his written materials, the Petitioner's attorney provided the Court with a string of citations which ostensibly supported the proposition that "emancipation" can have some legal meaning for a person who no longer is a minor. The cases were: Lufkin v. Harvey,, 131 Minn. 238, 154 N.W. 1097 (Minn. 1915)[3]; Hill v. Hill, 523 So. 2d 445 (Ala Civ. Ct. App. 1988); Embree v Embree, 380 P.2d 216 (Idaho 1963); Moody v. Moody, 565 N.E. 2d 388 (Ind. Ct. App. 1991); Black v. Cole, 626 S.W. 2d 397 (Mo. Ct. App. 1981); Rapplean v.

[3] This case, in the Petitioner's materials, was incorrectly cited as 54 N.W. 1097.

Patterson, 631 S.W. 2d 698 (Mo. Ct. App. 1982); Blue v. Blue, 40 N.W.2d 268 (Neb. 1949); Townsen v. Townsen, 137 N.W. 2d 789 (Ohio 1954); Mathews v. Matthews, 22 N.W. 2d 27 (S.D. 1946); Foutch v. Foutch, 469 P.2d 223 (Wash. Ct. App. 1970).

But none of these cases involved a person who had reached the age of eighteen years. Each involved a dispute over whether child support should continue to be paid for a minor, whose particular economic situation was the subject of dispute. For example:

> "Our courts have declared that emancipation is the "`**freeing of a child for all the period of its minority** from the care, custody, control, and service of its parents; the relinquishment of parental control, conferring on the child the right to its own earnings and terminating the parent's legal obligation to support it.' 67 C.J.S. Parent and Child § 86, page 811."
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> Black v. Cole, 626 S.W.2d, at 398 (emphasis supplied).

Again, it is clear to the Court that emancipation" has one very specific meaning in law. That term was deliberately used by the parties here, each of whom was represented by counsel, when they adopted their Stipulation. It then was used by the Court when it approved that Stipulation. And the Court will not now re-write the Stipulation and its Order.

What the Petitioner now is saying is simply that requiring him to continue to pay child support under the parties' present circumstances, when the parties' child has at least some access to very significant financial resources, is unfair. And that argument may well have compelling force: the Domestic Relations Code, the parties' Stipulation, and the Court's Order all contemplate the possibility of amending child support obligations if the circumstances which prompted the original support order have significantly changed. The Petitioner had the opportunity, before and after his son's eighteenth birthday, to move the Court for a reduction or an elimination of his support obligations, and he still has that opportunity. But simply

unilaterally interpreting the term “emancipation” in a manner that is unsupported by the law does not will not accomplish what the Petitioner seeks to accomplish.

IT THEREFORE IS ORDERED;

1. That the Respondent shall present this Order to [redacted] Court-appointed Conservator of Estate, and shall discuss with him and with [redacted] the possibility of payment, by the Estate, to the Respondent, during such time as [redacted] remains in the Respondent’s home and remains in school, of some or all of the amounts which previously have been paid as child support by the Petitioner;
2. That the Respondent shall inform the Court and the Petitioner of the results of the discussion mandated by this Order; and
3. That, pending the foregoing actions, the Court will take under advisement the Respondent’s request that the Court direct that the Petitioner continue to make child support payments.

Date: May 4, 2020

John E. Jacobson, Chief Judge