THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS
SOUTHERN DISTRICT

SUPERIOR COURT
No. 06-M-655

IN THE MATTER OF:

GAIL ROSIER & JEFFREY STROBEL

ORDERS ON RESPONDENT'S "PETITION FOR MOTION TO CLARIFY"

Master recommends:

This matter came before the Court on March 11, 2009 for a hearing on the respondent's petition as captioned above. The respondent appeared *pro se*. The petitioner, although duly served with the petition in the State of Arizona, failed to appear for the hearing, and is in default.

The parties were divorced in the Dominican Republic on May 24, 1996. They have one (1) minor child, Connor Strobel, DOB: October 9, 1991. Pursuant to the Divorce Decree, the parties were awarded joint custody of Connor, but no further details were spelled out in the decree. Furthermore, there has never been a child support order entered in this or any other Court.

In 2006, Ms. Rosier filed a Petition to Register the Dominican Divorce Decree and to Bring Forward And To Establish A Parenting Plan. At that time, Ms. Rosier was residing in the State of Arizona, where she had been residing since on or about August 1, 2005. Mr. Strobel has been residing in Nashua, New Hampshire, for several years, and Connor has been residing primarily with his father, for many years.

In 2006, when Ms. Rosier brought the action in New Hampshire, as stated above, she was seeking clarification with regard to her having parenting time with Connor in Arizona. At that time, neither party requested any orders with regard to child support, however, at a hearing before this Court in 2006, Ms. Rosier submitted a proposed Uniform Support Order, which states the following:

"By agreement of the parties, child support is waived in lieu of college contribution."

This proposed Uniform Support Order was neither approved nor rejected by the Court because, as stated above, neither party sought entry of a child support order at that time.

Mr. Strobel now comes before the Court seeking an order affirming the parties' "agreement" that, in lieu of child support, Ms. Rosier would save money for Connor's college education. Connor is now a junior in high school, and is beginning the college search process.

As an initial matter, the Court addresses the issue of whether or not it has jurisdiction over Ms. Rosier to grant Mr. Strobel's requested relief. The Court finds that it does. Mr. Strobel testified that Ms. Rosier was a resident of New Hampshire for a period of time both prior, and subsequent to, the parties' divorce in 1996. Furthermore, Ms. Rosier submitted herself to the jurisdiction of this Court in 2006 when she sought modification of the parenting orders set forth in the Dominican Republic Decree of Divorce. At that time, Ms. Rosier submitted a proposed child support order in which she acknowledged the parties' agreement that "child support is waived in lieu of college contribution."

On these facts, the Court finds that it has personal jurisdiction over Ms. Rosier, a nonresident, to establish, enforce, or modify a support order, pursuant to RSA 546-B:3 II, III, and IV.

Based upon the testimony of Mr. Strobel, the Court finds that in 1997, the parties agreed that in lieu of Ms. Rosier paying child support to Mr. Strobel, she would save money for Connor's college education. In reliance on this agreement, Mr. Strobel has not received child support for Connor since February, 1997.

In her financial affidavit filed with this Court on July 19, 2006, Ms. Rosier lists the

following asset:

"Other Real Estate: $150,000.00, Hopkinton, MA, for Connor's college"

Furthermore, in a pleading filed with this Court on July 31, 2006, entitled, "Answer to Motion to Clarify", Ms. Rosier, through counsel, asserted the following:

> "In response to the allegations in paragraph 2 and 4, Gail says that she and her husband, Peter Rosier are co-owners with Eleni Rosier of property in Hopkinton, MA. She is without knowledge of why the online listing only shows one name. Gail has just realized that her share of this property being held for Connor's benefit is worth approximately $105,000, not the $150,000 she incorrectly indicated on her financial affidavit at the time of the hearing and apologizes for any misunderstanding this may have created."

Based upon the foregoing, the Court finds that the parties' agreement in 1997, that in lieu of child support, Ms. Rosier would "save" money to be used to pay Connor's college educational expenses is valid and enforceable. The Court enters the following specific orders:

1. Ms. Rosier shall immediately take all necessary steps to liquidate the real estate asset which is being held for the benefit of Connor's college educational expenses, and to ensure that the funds will be available for this purpose.
2. Ms. Rosier shall provide a complete accounting of the liquidated funds to Mr. Strobel, and the funds shall be placed into an appropriate account where the funds will be accessible for the payment of Connor's college educational expenses as they accrue.

Date: 3/13/09

DAVID S. FORREST,
Marital Master

Master's recommendation is approved. Decree entered in accordance therewith.

Date: March 2009

Presiding Justice
James J. Barry

DSF:lat