

Commonwealth of Kentucky

Court of Appeals

NO. 2011-CA-002256-ME

SONYA K. EAVES

APPELLANT

v. APPEAL FROM LYON CIRCUIT COURT
HONORABLE CLARENCE A. WOODALL, III, JUDGE
ACTION NO. 08-CI-00205

CHADD CARNER

APPELLEE

OPINION
AFFIRMING

** ** * * * * *

BEFORE: DIXON, MOORE AND THOMPSON, JUDGES.

THOMPSON, JUDGE: Sonya K. Eaves appeals from a Lyon Circuit Court order awarding her child support arrearage in the amount of \$1,700. Sonya argues that the trial court's calculations were erroneous, and that the amount of the arrearage is actually \$1,900. We affirm.

Sonya and Chadd Carner are the parents of one child born on September 15, 2008. The couple was never married, but shared a home until the end of

November 2008. Chadd filed a petition for custody on December 4, 2008, and a motion for temporary custody on December 23, 2008. In an order entered on January 5, 2009, the court awarded joint custody to Sonya and Chadd, and designated Sonya as the primary residential parent. No testimony was heard regarding child support nor was a child support motion pending at that time.

More than two years later, on February 25, 2011, Chadd made a motion for review of child support based upon a substantial change in his income. Sonya and Chadd filed a handwritten agreed order that they and their respective attorneys signed more than two years before, on May 21, 2009. Under the terms of the order, Chadd agreed to pay “\$200 every 2 weeks in support until the time the parties may be heard at court so that the amount may be determined.” Sonya furnished a sheet showing that Chadd made a \$200 payment on May 21, 2009, and \$400 monthly payments through February 2011. After that, he paid \$200 in March 2011, \$100 in April 2011, and made no payments in May, June, or July of 2011.

On November 15, 2011, the trial court entered a child support order in which it found that the terms of the agreement required Chadd to pay \$200 for the month of May 2009, and then \$400 for subsequent months. The trial court calculated his arrearage at \$200 for March 2011, \$300 for April 2011, and \$400 each for May, June and July 2011, for a total arrearage of \$1,700 as of July 31, 2011. This appeal followed.

Sonya argues that Chadd’s total payments from May 2009 through July 2011 should total \$10,400 (26 months x \$400). After subtracting the total amount

Chadd actually paid during that period (\$8,500), Sonya arrives at an arrearage amount of \$1,900, or \$200 more than the amount calculated by the trial court.

The record reveals that Sonya has included a payment of \$400 for the entire month of May 2009, yet, her agreement with Chadd was dated May 21, 2009, and provided for \$200 payments every two weeks. The agreement made no provision for the payment of child support before May 21, 2009.

“[T]he establishment, modification, and enforcement of child support are prescribed in their general contours by statute and are largely left, within the statutory parameters, to the sound discretion of the trial court.” *VanMeter v. Smith*, 14 S.W.3d 569, 572 (Ky.App. 2000). “The test for abuse of discretion is whether the trial judge’s decision was arbitrary, unreasonable, unfair, or unsupported by sound legal principles.” *Downing v. Downing*, 45 S.W.3d 449 (Ky.App. 2001). The trial court did not abuse its discretion in construing the agreement to mean that Chadd owed only \$200 for the last two weeks of May 2009.

The child support order of the Lyon Circuit Court is affirmed.

ALL CONCUR.

BRIEF FOR APPELLANT:

Sonya K. Eaves, *Pro se*
Eddyville, Kentucky

BRIEF FOR APPELLEE:

No brief filed.