

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

---

CAROL L. SKORA,

Plaintiff-Appellee,

V

LAWRENCE SKORA,

Defendant-Appellant.

---

UNPUBLISHED  
December 7, 2001

No. 224756  
Wayne Circuit Court  
LC No. 84-414785-DM

Before: White, P.J., and Talbot and E.R. Post\*, JJ.

PER CURIAM.

Defendant appeals by delayed leave granted the trial court's entry of a qualified domestic relations order (QDRO). We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff and defendant married in 1966 and divorced in 1985. The consent judgment of divorce provided that plaintiff was awarded fifty percent of defendant's pension "based on his years of service accrued during the course of the marriage." The judgment provided that the relevant dates were October 7, 1966 to May 20, 1985. In addition, the judgment provided that payment to plaintiff would begin when defendant retired. The judgment was silent as to whether plaintiff was entitled to share in the growth of those funds after the relevant dates.

Defendant retired in April 1998. His pension, based on thirty-two years of contributions, was \$3,200 per month. In November 1998 the trial court entered a QDRO; however, defendant's pension administrator refused to approve the order on the ground that it was technically deficient. In May 1999 the administrator approved an amended QDRO that provided that plaintiff's pension share would be calculated pursuant to a formula which multiplied fifty percent by a fraction, the numerator of which was 18.9 (the length in years of the parties' marriage) and the denominator of which was thirty-two (the number of years defendant contributed to the pension plan). That number would then be multiplied by defendant's monthly benefit.

Defendant moved to amend the QDRO, arguing that the formula for calculating plaintiff's pension share did not comport with the language in the consent judgment. He asserted that the language in the judgment indicated that the parties did not intend that plaintiff's pension share be based on the total number of years that he contributed to the plan. Plaintiff moved to

---

\* Circuit judge, sitting on the Court of Appeals by assignment.

enter the amended QDRO as approved by the pension administrator. The trial court approved the amended QDRO as requested by plaintiff, concluding that it would be unfair to preclude plaintiff from sharing in the value of the pension that accrued after the date of divorce. Plaintiff's monthly benefit under the formula approved by the court totaled \$942.40, as opposed to \$134.33 per month under the formula advocated as correct by defendant.

A property division reached by the consent of the parties and finalized in writing or on the record cannot be modified by the court. *Quade v Quade*, 238 Mich App 222, 226; 604 NW2d 778 (1999). The court cannot set aside such a settlement absent fraud, duress, mutual mistake, or severe stress. *Keyser v Keyser*, 182 Mich App 268, 269-270; 451 NW2d 587 (1990). The court can clarify ambiguous language, provided that it does not change the substantive rights of the parties. *Bers v Bers*, 161 Mich App 457, 464; 411 NW2d 732 (1987).

We review a trial court's findings of fact for clear error, and affirm the discretionary dispositional ruling unless we are left with the firm conviction that it was inequitable. *Draggoo v Draggoo*, 223 Mich App 415, 429-430; 566 NW2d 642 (1997).

Defendant argues that the trial court erred by approving the amended QDRO. We disagree and affirm. In *Vander Veen v Vander Veen*, 229 Mich App 108; 580 NW2d 924 (1998), this Court held that benefits from a pension for which benefits accrued both during and before or after the marriage should be allocated based on the ratio of the years the parties were married while the employed spouse earned the pension to the total years in which the employed spouse worked to accrue the pension. That case supports the use of a formula such as that in the QDRO entered by the trial court. The unambiguous language of the consent judgment of divorce provided that plaintiff was entitled to fifty percent of defendant's pension based on the years of service accrued during the course of the parties' marriage. The relevant dates were clearly stated as October 7, 1966 to May 20, 1985. The QDRO entered by the trial court awarded plaintiff that portion of defendant's pension, but allowed plaintiff to share in the growth of that portion of the pension funds after the relevant dates. The QDRO was not inconsistent with the language of the judgment, and did not modify the property division reached by the parties. *Quade, supra*; *Bers, supra*. The trial court's disposition was fair and equitable under the circumstances. *Draggoo, supra*.

Affirmed.

/s/ Helene N. White  
/s/ Michael J. Talbot  
/s/ Edward R. Post