

**COURT OF APPEALS  
DECISION  
DATED AND FILED**

**September 19, 2017**

Diane M. Fremgen  
Clerk of Court of Appeals

**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

**Appeal No. 2016AP1402**

**Cir. Ct. No. 2015FA192**

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT III**

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**IN RE THE MARRIAGE OF:**

**ARLENE C. GREGERSON,**

**PETITIONER-RESPONDENT,**

**V.**

**CHRISTOPHER S. GREGERSON,**

**RESPONDENT-APPELLANT.**

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APPEAL from an order of the circuit court for St. Croix County:  
R. MICHAEL WATERMAN, Judge. *Affirmed in part; reversed in part and cause  
remanded for further proceedings.*

Before Stark, P.J., Hruz and Seidl, JJ.

Per curiam opinions may not be cited in any court of this state as precedent  
or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

¶1 PER CURIAM. Christopher Gregerson, pro se, appeals an order for payment of guardian ad litem (GAL) fees in a divorce action. Christopher argues the approved fees were beyond those stipulated in a marital settlement agreement incorporated into the divorce judgment, and also that his \$400 deposit was not fully credited to his balance of the fees. Christopher further insists he was entitled to a hearing on his objections to the fees petition. We conclude the circuit court was not obligated to hold a hearing on the GAL fees, and that it properly approved the amount of the fees with one exception: the court did not address Christopher's claim that he was not fully credited for the \$400 deposit, and the record on appeal is unclear regarding credit for the deposit. We therefore reverse and remand the matter for further proceedings solely on that issue.

¶2 Arlene Gregerson filed for divorce, and a GAL was appointed for the couple's two minor children. The parties entered in a marital settlement agreement that was subsequently incorporated into the judgment of divorce. In relevant part, Christopher agreed to pay "1/2 of Guardian ad Litem fees." Subsequently, the circuit court approved payment of GAL fees over Christopher's objection, and Christopher now appeals.

¶3 Christopher argues he was entitled to a hearing on the GAL fees pursuant to ST. CROIX COUNTY CIRCUIT COURT RULE 503.07, which provides that if there is a dispute over payment of GAL fees, the objecting party is responsible for scheduling the matter for review with the judge or court commissioner. The record reflects Christopher's written objection to the fee petition contained a request that a hearing be scheduled. However, the local rule merely provides the objecting party is responsible for scheduling the matter for "review." The local rule did not require the court to conduct a hearing on the fees issue. The decision to hold a hearing is within the court's discretion. The court properly exercised its

discretion by reviewing the matter based on written submissions. Moreover, Christopher contends he contacted the circuit court's judicial assistant to request a hearing, and he was instructed to put his request in writing. However, Christopher concedes this conversation "is not in the official record," and we therefore shall not further address this contention. See *State ex rel. Wolf v. Town of Lisbon*, 75 Wis. 2d 152, 155-56, 248 N.W.2d 450 (1977).

¶4 Christopher also argues the circuit court improperly approved the amount of the GAL fees. He insists the GAL agreed by signing the settlement agreement that he would only be paid the fee balance incurred at the time of the signing of the settlement agreement. Christopher relies upon ST. CROIX COUNTY CIRCUIT COURT RULE 503.06, which provides that "any final stipulation submitted by the parties for approval of the court must contain a provision regarding payment of GAL fees."

¶5 Here, the settlement agreement complied with the local rule by containing a provision that Christopher would pay half of the GAL fees.<sup>1</sup> The settlement agreement did not require inclusion of a final GAL bill, and nothing in the settlement agreement indicates the GAL could not bill for work done on the matter after the date the settlement agreement was signed.

¶6 Christopher also contends he sent a \$400 deposit to St. Croix County, which was forwarded to the GAL. However, Christopher asserts the GAL "did not apply this retainer to my balance of the GAL fees, but credited it to the

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<sup>1</sup> Christopher suggests that he agreed in the marital settlement agreement to pay "1/2 of Guardian ad Litem fees ... (current balance \$191.04) before depositions." This is a misrepresentation of the record. The settlement agreement unambiguously provides Christopher agreed to pay "1/2 of the Guardian ad Litem fees."

mutual balance.” Christopher alleges Arlene did not submit a deposit, resulting in Christopher only receiving “a \$200 credit for the \$400 I paid.”

¶7 The circuit court did not address the \$400 credit issue, and the record on appeal is unclear as to whether Christopher is entitled to an additional \$200 credit. We therefore reverse and remand for further proceedings solely on that issue. Upon remand, the court may in its discretion allow the parties to supplement the record if it so elects. *See Button v. Button*, 131 Wis. 2d 84, 100, 388 N.W.2d 546 (1986).<sup>2</sup>

¶8 No WIS. STAT. RULE 809.25 costs on appeal are awarded to either party.

*By the Court.*—Order affirmed in part; reversed in part and cause remanded for further proceedings.

This opinion will not be published. *See* WIS. STAT. RULE 809.23(1)(b)5. (2015-16).

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<sup>2</sup> In the circuit court, Christopher raised an additional issue concerning an alleged duplicate and unnecessary billing. We do not discern an argument on appeal concerning this issue, and to the extent Christopher has raised such an issue on appeal it is undeveloped and we shall not address it. Furthermore, the circuit court addressed the issue below and concluded “[t]he petition bills .3 hours on January 19, but the Court did not find the same charge anywhere else in the petition.” The court noted the other disputed charge involved a February 2 communication between the GAL and the petitioner and review of a video. The court concluded, “GAL communication with the parties is within the scope of the GAL’s duties, even though Mr. Gregerson is unfamiliar with the video.” The record is insufficient to determine otherwise.

