

**IN THE COURT OF APPEALS OF IOWA**

No. 8-985 / 08-0654  
Filed January 22, 2009

**IN RE THE MARRIAGE OF PAMELA LYNNE CHAPMAN AND JOHN  
STEWART CHAPMAN**

**Upon the Petition of**

**PAMELA LYNNE CHAPMAN, n/k/a  
PAMELA LYNNE HILL,**  
Petitioner-Appellant,

**And Concerning**

**JOHN STEWART CHAPMAN,**  
Respondent-Appellee.

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Appeal from the Iowa District Court for Johnson County, Marsha A. Bergan, Judge.

Pamela Lynne Chapman, n/k/a Pamela Lynne Hill, appeals from a district court decision on her request for a judgment for child support expenses.

**AFFIRMED.**

Peter J. Gardner of Meardon, Sueppel & Downer, P.L.C., Iowa City, for appellant.

Thomas E. Maxwell of Leff Law Firm, L.L.P., Iowa City, for appellee.

Considered by Vogel, P.J., and Mahan and Miller, JJ.

**PER CURIAM**

The marriage of Pamela Chapman and John Chapman was dissolved by a decree which incorporated an April 2002 “Settlement Agreement.” The decree placed the parties’ two children, then in their early teens, in the parties’ joint legal custody and in Pamela’s physical care and required John to pay a specified amount of child support. As relevant to the issues involved in this appeal, the decree required John, who lived in Colorado, to “provide or pay the cost of transportation to and from Pamela’s residence [then in Johnson County, Iowa] for each period of visitation . . . .” It further required John to pay, as “Additional Child Support,” (1) a post-high school education subsidy of sixty-seven percent “of all post-high school education expenses for each child . . . , including room, board, tuition, student fee, personal living expenses, and reasonable transportation costs, in excess of family gifts, public or private grants, scholarship that each child has received,” and (2) “the incremental costs for auto insurance . . . until the child support payments cease.”<sup>1</sup>

Yet another provision of the decree provides that if John does not pay upon demand his share of the additional child support expenses, Pamela may file with the court and serve on John a form notice seeking judgment for the amount of the expenses claimed. Pamela pursued such a remedy in July 2007. Pursuant to agreement of the parties and orders of the district court, Pamela’s request and John’s objections thereto were submitted on affidavits and other

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<sup>1</sup> Under another provision of the decree and the facts of the case the specified amount of child support ended when the younger of the two children began her post-high school education in August 2007.

documents in November 2007. In a subsequent ruling the district court entered judgment in favor of Pamela and against John for \$24,549.23 of the total of \$58,464.00 sought by Pamela.

Pamela appeals. She claims the trial court erred in (1) construing and applying the stipulation and decree by allowing only part of what she asserts to be actual post-secondary education expenses, (2) not awarding more as incremental costs for auto insurance, and (3) construing and applying the stipulation and decree to allow only part of what she requested as transportation expense.

The parties agree that our review of an equitable action is *de novo*, citing Iowa Rule of Appellate Procedure 6.4. Citing *In re Marriage of Goodman*, 690 N.W.2d 279, 282 (Iowa 2004), they further agree that we review the construction of a dissolution decree as a matter of law.

The district court carefully considered both the language of the parties' agreement as incorporated in their decree and the evidence presented by the parties. In a detailed and well-reasoned sixteen-page ruling it discussed and dealt with the numerous and varied expenses for which Pamela claimed a right to full or partial reimbursement. We have carefully reviewed the evidence presented, the contentions of the parties, and the court's resolution of the issues presented. Giving appropriate deference to the fact findings of the district court, see Iowa R. App. P. 6.14(6)(g), we find no error in and agree with the district court's findings of fact, conclusions and application of law to the facts found, and

resulting judgment. We therefore affirm that judgment. See Iowa Ct. R. 21.29(1)(b), (d), (e).

We deny Pamela's request for appellate attorney fees.

**AFFIRMED.**