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STATE OF MICHIGAN

COURT OF APPEALS

PAUL GREGORY ST CLAIRE,

Plaintiff-Appellee,

v

CASSANDRA FAMEUX,

Defendant-Appellant.

UNPUBLISHED
November 16, 2026
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No. 378410
Ingham Circuit Court
LC No. 23-002394-DM

Before: M. J. KELLY, P.J., and RIORDAN and RICK, JJ.

PER CURIAM.

In this appeal from a judgment of divorce, defendant challenges the trial court's reliance on a February 2018 judgment of separate maintenance (JOSM) to divide the marital estate. At the time the JOSM was entered, defendant was subject to a probate guardianship. She argues that the earlier proceeding did not afford her the protections required by MCR 2.201(E) and MCR 2.420 because the court appointed an attorney-guardian ad litem rather than a guardian ad litem, did not obtain a report or recommendation from the appointed representative, and did not independently determine whether the settlement was fair to her. Defendant further argues that the trial court erred by denying relief from the JOSM and incorporating its terms into the judgment of divorce. We affirm.

I. FACTUAL BACKGROUND

The parties met in 2003 while they were both employed by the same hospital: plaintiff as an anesthesiologist, and defendant in an unstated position in the "nutritional department." Plaintiff and defendant married in 2009, after two of their children were born. During the marriage, defendant was psychiatrically hospitalized several times. In 2015, defendant's sister was appointed as defendant's guardian. Defendant testified that she and her sister were close and remained close as of the time of the trial in this case.

In 2017, while defendant was still under the guardianship, plaintiff filed a complaint for separate maintenance. At the time, plaintiff had a personal protection order against defendant. Defendant violated the order and, as a consequence, was hospitalized for the third time. Plaintiff testified that although defendant repeatedly expressed a desire for a divorce, he filed for separate

maintenance so that she could remain on his insurance and become eligible for his Social Security benefits after two more years of marriage. He was also concerned about the children's safety while in defendant's care and her propensity for excessive spending. Defendant testified that plaintiff told her that the JOSM was only necessary to protect the household's finances and did not otherwise mean anything because they would still be a family. After defendant was released from the hospital, she moved back into the marital home with plaintiff. At the time, defendant was receiving injections of a long-lasting antipsychotic drug because she had been diagnosed with schizoaffective disorder. Defendant contends that she was being treated inappropriately and that plaintiff was intentionally drugging her to the point of being unable to think.

Each party was represented by an attorney in the JOSM proceeding, and, according to plaintiff's attorney, those attorneys agreed that they wanted defendant to have additional representation. Therefore, they agreed to have attorney Melissa Leckie appointed, and the trial court's order of appointment described her as defendant's "Attorney-Guardian Ad Litem." That order enumerated her responsibilities, which included representing "the best interests of the Defendant in the pending separate maintenance action" and being "entitled to appear in Court and to participate in any proceedings in this matter as may be necessary and appropriate for the purpose of expressing the best interests of Defendant." Regarding Leckie's title, plaintiff's counsel explained that the attorneys expected Leckie to fulfill the role of guardian ad litem (GAL), but they "kind of made up our own label for her" and called her an "Attorney Guardian Ad Litem[] because they're an attorney" out of respect.

The parties and attorneys arrived at a mediation agreement and then entered into the JOSM. The JOSM ordered plaintiff to begin making modifiable spousal support payments for five years, to make a cash payment to defendant in the amount of $130,000, and to transfer $575,000 into defendant's retirement account. The JOSM was signed by the parties, their attorneys, and Leckie; a blank was left for the sister's signature, but that blank was crossed off. Plaintiff's attorney explained that she and defendant's attorney discussed whether the sister, as guardian, needed to sign the JOSM, and plaintiff's attorney "originally put her on there just because and then we all agreed, nah, she doesn't need to sign it, so we just crossed" her name off. The trial court in the JOSM proceeding held a pro confesso hearing at which it found, in relevant part, "that the parties have agreed upon an equitable division of any assets or in depth of this marriage,"[1] and although the objects of matrimony had been irretrievably destroyed, the parties wished to remain married, and "[i]n case that circumstance changes, and based upon that, the Court does find proofs are sufficient to enter a Judgment of Separate Maintenance."

According to defendant, she did not understand what she was signing, and she told that to the attorneys. Defendant testified that neither her attorney nor Leckie told her what was in the JOSM, and "as deceitful as the separate maintenance judgment is, I had to be drugged in order for me to sign it" because she would never "sign something to give him everything away where I have nothing." She then backtracked and conceded that she "didn't get zero, but compared to his fortune,

[1] The quoted language appears verbatim in the hearing transcript. Although "in depth of this marriage" is unclear, the court appears to have been referring to the parties' marital assets and indebtedness.

I pretty much got the really bad end of the stick." Defendant believed that she was coerced into signing a document that she did not understand and that plaintiff threatened that she "would not see my children if I did not sign the judgment," although she also testified that she signed it because she trusted plaintiff. Defendant admitted that by the time of trial, she had "not looked at the separate maintenance in depth" because she was "so hurt by how it happened."

The parties resumed cohabitation. They offered differing testimony about the nature of their relationship following the JOSM. The trial court held that the JOSM was effectively a binding contract that was dispositive of the parties' property division, and it rejected multiple efforts by defendant to have the JOSM set aside. However, it ruled that the JOSM was not dispositive of spousal support, and the parties eventually stipulated that defendant could petition for further spousal support in the future. The trial court found that plaintiff only partially complied with his obligations under the JOSM, although in the meantime, defendant had "greatly benefitted from her unfettered access to Plaintiff's credit cards" and plaintiff's ongoing voluntary contributions to defendant's retirement account. The trial court opined that "[b]oth parties caused delay and expense for the other[,] Plaintiff by having not followed the clear language in the JOSM and Defendant by her disruptions and vindictive manner towards Plaintiff." Notwithstanding their contentiousness, the parties resolved any custody and child-support issues on their own. This appeal followed.

II. ANALYSIS

A. STANDARDS OF REVIEW

This Court reviews the interpretation of court rules de novo. *Carter v DTN Mgt Co*, 515 Mich 61, 73; 28 NW3d 291 (2024). This Court reviews a trial court's decision on a motion for relief from judgment for an abuse of discretion, which occurs if the trial court commits an error of law or chooses "an outcome falling outside the range of principled outcomes." *In re Ingham Co Treasurer for Foreclosure*, 331 Mich App 74, 77-78; 951 NW2d 85 (2020). "Although equity cases are themselves reviewed de novo, as are the applicability and interpretation of equitable doctrines, the propriety of the actual relief granted by the trial court is strictly discretionary and depends on the facts of the particular case." *Davis v Secretary of State*, 346 Mich App 445, 459; 12 NW3d 653 (2023). A trial court's factual findings are reviewed for clear error. *McDonald v Farm Bureau Ins Co*, 480 Mich 191, 197; 747 NW2d 811 (2008). Because the lower court has the superior ability to observe and evaluate the parties who appeared before it, this Court defers to the lower court's credibility assessments. *Beason v Beason*, 435 Mich 791, 799-804; 460 NW2d 207 (1990).

"Generally, the party who is the proponent of a given position bears the burden of establishing the facts to support that position." *In re Portus*, 325 Mich App 374, 393; 926 NW2d 33 (2018). The party seeking to obtain relief from judgment under MCR 2.612(C) has the burden of proving the circumstances that would justify such relief. *McNeil v Caro Community Hosp*, 167 Mich App 492, 495-498; 423 NW2d 241 (1988). Under MCR 2.613(A), any "error or defect in anything done or omitted by the court or by the parties" is not a basis for setting aside a judgment or order "unless refusal to take this action appears to the court inconsistent with substantial justice."

B. SEPARATE MAINTENANCE

Defendant maintains that the 2018 JOSM could not bind her because she was an adjudicated legally incapacitated individual, the appointed representative was improperly designated an attorney-guardian ad litem, and the circuit court failed to make the findings allegedly required before approving the settlement. She emphasizes that her probate guardian did not sign the agreement and that neither the guardian nor the appointed representative attended the pro confesso hearing. She also asserts that the judgment was procured through coercion and produced an inequitable property division. We address these arguments in the context of defendant's request for relief from judgment, not as a direct appeal from the 2018 JOSM.

MCR 2.612(C)(1) permits relief from a judgment in specified circumstances. Defendant invoked subrule (d), which permits relief if "[t]he judgment is void," and subrule (f), which permits relief for "[a]ny other reason justifying relief from the operation of the judgment." A judgment that is voidable because of a claimed procedural error is not necessarily void for purposes of subrule (d). Insofar as defendant seeks relief under subrule (f), "the following three requirements must be fulfilled: (1) the reason for setting aside the judgment must not fall under subsections a through e, (2) the substantial rights of the opposing party must not be detrimentally affected if the judgment is set aside, and (3) extraordinary circumstances must exist that mandate setting aside the judgment in order to achieve justice." *Heugel v Heugel*, 237 Mich App 471, 478-479; 603 NW2d 121 (1999). The third requirement generally requires that "the judgment was obtained by the improper conduct of the party in whose favor it was rendered." *Id*. The challenged order is therefore not set aside merely because defendant identifies an irregularity in the earlier proceedings.

The parties gave substantially different accounts of their marriage, the circumstances surrounding defendant's treatment, and her understanding of the settlement. Defendant testified that plaintiff coerced her into signing the JOSM while she was heavily medicated and that her representatives failed to explain its terms. Plaintiff disputed those claims. The trial court heard extensive testimony, evaluated the witnesses, and rejected defendant's characterization of the settlement as the product of a coordinated effort to deprive her of her rights. We do not resolve those competing accounts anew on appeal. See *Beason*, 435 Mich at 799-804. The trial court's credibility findings inform our review, but the dispositive procedural questions can be addressed without adopting either party's accusations as established facts.

1. ALLEGED PROCEDURAL ERRORS

Defendant argues that the proceedings violated MCR 2.201(E) because Leckie was appointed as an "Attorney-Guardian Ad Litem" rather than a GAL. The argument does not establish that defendant was left without the representation required by the court rule.

Subchapter 3.200 of the Michigan Court Rules applies to separate-maintenance actions. MCR 3.201(A)(1). Incompetent individuals in those proceedings "may sue and be sued as provided in MCR 2.201." MCR 3.202(A). In relevant part, if an "incompetent person does not have a conservator to represent the person as defendant, the action may not proceed until the court appoints a guardian ad litem." MCR 2.201(E)(1)(c). Under MCR 5.121(A)(1), a probate court must "appoint a guardian ad litem when required by law." The parties do not dispute that defendant

was subject to a guardianship and had no conservator when the separate-maintenance action was filed. Accordingly, MCR 2.201(E) required an appropriate appointment before the action proceeded.

A GAL and a lawyer-guardian ad litem (LGAL) serve distinct roles. *Farris v McKaig*, 324 Mich App 349, 358-361; 920 NW2d 377 (2018) (discussing the distinction in determining an LGAL's entitlement to governmental immunity). Furthermore, MCR 5.121(E)(1) explains that if a GAL happens to be an attorney, the attorney's appointment as GAL does not create an attorney-client relationship. However, there is also considerable overlap between the two roles: they both serve "the same basic function" of "independently investigating, determining, and representing" the best interests of the protected individual. *Farris*, 324 Mich App at 359-361. The functional distinction is that they "serve this purpose differently" because the LGAL does more than merely assist the court in determining the person's best interests, "but rather is an active participant in the proceedings" and acts as a lawyer representing the person's best interests rather than representing a party. *Id*. at 359. That overlap is significant because it has long been established that courts are not bound by labels and must, instead, examine the substance of a matter. *Hurtford v Holmes*, 3 Mich 460, 463 (1855); *Norris v Lincoln Park Police Officers*, 292 Mich App 574, 582; 808 NW2d 578 (2011); *Brendel v Morris*, 345 Mich App 138, 149; 4 NW3d 776 (2023); *Ecker v Ecker Nickel*, ___ Mich App ___, ___; ___ NW3d ___ (2026) (Docket No. 366482); slip op at 5-6.

The September 2017 order expressly directed Leckie to represent "the best interests of the Defendant in the pending separate maintenance action," confer with defendant regarding settlement offers and the proposed judgment, and participate in mediation and judicial proceedings as necessary to express those interests. These are functions of a GAL. Leckie signed the mediation agreement and the JOSM, and plaintiff's trial counsel explained that the attorneys used the unusual title because Leckie was a licensed attorney, not because they intended to dispense with a GAL. The substance of an appointment, rather than its label, controls. See *Hurtford*, 3 Mich at 463; *Norris*, 292 Mich App at 582; *Brendel*, 345 Mich App at 149; *Ecker*, ___ Mich App at ___; slip op at 5-6. Although defendant disputes the effectiveness of Leckie's representation, the absence of a separately titled GAL order does not show that the action proceeded without an appointed representative under MCR 2.201(E). Nor does the crossed-out signature line for defendant's probate guardian, standing alone, establish the absence of the separate court-appointed representative whose signature appears on the documents.

Defendant next argues that the original court failed to discharge its independent responsibility under MCR 2.420. For purposes of addressing the argument presented, we assume without deciding that MCR 2.420 governed approval of this settlement. We therefore consider whether defendant has shown a violation warranting relief from the JOSM, without deciding the rule's application to other proceedings.

MCR 2.420(B) provides that a proposed settlement or consent judgment "must be brought before the judge to whom the action is assigned, and the judge shall pass on the fairness of the proposal." MCR 2.420(B)(3) additionally states:

> If a guardian or conservator for the minor or legally incapacitated individual has been appointed by a probate court the terms of the proposed settlement or judgment may be approved by the court in which the action is pending upon a finding that the

payment arrangement is in the best interests of the minor or legally incapacitated individual . . . .

"Although contract principles govern settlement agreements, a settlement agreement is not enforceable if it does not also satisfy the requirements of any relevant court rule." *Bowden v Hutzel Hosp*, 252 Mich App 566, 571; 652 NW2d 529 (2002). Generally, a trial court's factual findings need only be "[b]rief, definite, and pertinent" and need not include "over elaboration of detail or particularization of facts." MCR 2.517(A)(2). Defendant relies on the absence of an express finding that the settlement served her best interests and emphasizes that no GAL report, recommendation, or testimony appears in the pro confesso transcript. However, the cited provisions do not themselves require a written GAL report or the GAL's personal appearance at the hearing in every case.

At the December 2017 pro confesso hearing, the court considered the parties' proposed settlement and found "that the parties have agreed upon an equitable division of any assets or in depth of this marriage." The court also found the proofs sufficient to enter the JOSM. Defendant correctly observes that the hearing proceeded without her, her probate guardian, Leckie, or her attorney present, and the court did not separately articulate a finding that the settlement was in defendant's best interests. Nevertheless, Leckie had been appointed to protect defendant's best interests and signed the settlement documents. Moreover, the court expressly determined that the parties had agreed upon an equitable property division. Even assuming that the absence of an express best-interests finding constituted a procedural defect, defendant has not established that the defect rendered the JOSM void or otherwise warranted relief under MCR 2.612(C).

2. EQUITY OF DISTRIBUTION

Defendant also contends that the settlement was inequitable and that her later reconciliation and cohabitation with plaintiff undermine its enforceability. Neither contention establishes a ground to vacate the JOSM.

Defendant's argument does not identify a valuation error that establishes the property division was inequitable. In the trial court, she estimated that an equal division would have yielded $995,368.50 rather than the $705,000 she was awarded under the JOSM. The JOSM also afforded defendant benefits beyond its direct transfer provisions, including the parties' stated objective of preserving Social Security eligibility and health-insurance coverage. "[A]ny significant departure from congruence" in the division of marital assets must be "clearly explained," but equity does not always require mathematical equality. *Berger v Berger*, 277 Mich App 700, 717; 747 NW2d 336 (2008). Defendant has not demonstrated that the trial court clearly erred in determining that the JOSM was not so inequitable as to justify setting it aside.

Defendant argues that the parties' reconciliation and cohabitation after the JOSM "is relevant to the enforcement of the Judgment of Separate Maintenance and its inequity." She relies on inapposite caselaw. At one time, if two married individuals entered into a separation agreement but then reconciled and resumed cohabitation, the separation agreement would be nullified. *Knapp v Knapp*, 95 Mich 474, 476-478; 55 NW 353 (1893). Later caselaw clarified that the nature of the separation agreement is critical, and reconciliation will only nullify the agreement if it provided for living separately, while a detailed agreement dividing the parties' assets will not be avoided

merely because the parties reconcile. *Hagerty v Union Guardian Trust Co*, 258 Mich 133, 136-137; 242 NW 211 (1932). Here, the JOSM expressly recites that the parties *were* living together and intended to continue living together. Reconciliation might also nullify an agreement made in contemplation of a *divorce* decree. *Irvine v Irvine*, 337 Mich 344, 349-350; 60 NW2d 298 (1953). Here, the JOSM was the product of a complaint for separate maintenance, not for divorce. Finally, recent caselaw has established that a consent JOSM is a binding contract that cannot be avoided absent contractual defenses like fraud, mistake, illegality, or unconscionability. *Johnson v Johnson*, ___ Mich App ___, ___; ___ NW3d ___ (2025) (Docket No. 370181); slip op at 8-10. The parties' continued cohabitation therefore did not invalidate the JOSM.

Defendant further asserts that her probate guardian's failure to sign the agreement and the absence of a formal GAL report show that no one adequately protected her interests. But the original appointment order assigned Leckie responsibility for those interests, and Leckie signed the settlement documents. The trial court in this case considered defendant's objections and did not credit the claim that her representatives and plaintiff had collaborated to deprive her of her marital rights. Defendant did not present testimony from Leckie, her former attorney, or her sister establishing that the agreement had been approved without appropriate representation. The burden of establishing a basis for relief rested with defendant. See *In re Portus*, 325 Mich App at 393; *McNeil*, 167 Mich App at 495-498.

We do not question that defendant was under a probate guardianship when the JOSM was entered, and we do not presume that she personally understood every provision of the agreement. The protections required by MCR 2.201(E) exist because an incapacitated litigant may be unable to protect her own interests. The record nevertheless establishes that an individual was appointed to serve that protective function. Defendant has not shown that the court's approval of the settlement or any alleged deficiency in the appointment or proceedings left the judgment void under MCR 2.612(C)(1)(d). Nor has she established the extraordinary circumstances required by *Heugel* for relief under MCR 2.612(C)(1)(f). Because the trial court did not err by refusing to set aside the JOSM, its incorporation of the JOSM's property-division provisions into the divorce judgment likewise provides no basis for reversal.

III. CONCLUSION

Defendant has not established that Leckie's designation deprived her of the GAL required by MCR 2.201(E), or that the absence of a GAL report or separate appearance at the 2017 hearing required the trial court to set aside the JOSM, or that the trial court failed to consider the proposed settlement's fairness. While defendant challenges the substantive fairness of the agreement and her ability to understand it, the trial court considered the conflicting evidence and denied relief. Defendant has not demonstrated entitlement to relief under MCR 2.612(C)(1)(d) or (f). Accordingly, the trial court did not err by incorporating the existing property settlement into the judgment of divorce.

Affirmed.

/s/ Michael J. Kelly
/s/ Michael J. Riordan
/s/ Michelle M. Rick