

SUMMARY STATEMENT

Horton v. Horton

Docket No. 48224

This case arises out of a divorce proceeding between Desiree and Andrew Horton. Desiree served Andrew with an Amended Complaint for Divorce in December of 2016. On June 15, 2017, in lieu of a trial, Desiree and Andrew entered into an oral stipulation on the record specifying how their community property would be divided between them. Because Desiree was employed as a teacher in Italy by the United States government and Andrew was a member of the United States military on active duty, the decree of divorce required specific language to be enforceable as to their respective retirement accounts. The magistrate court stated that, due to this specific language, it would “retain jurisdiction” with respect to the parties’ retirement accounts.

A written judgment and decree of divorce was entered on February 26, 2018, and dated nunc pro tunc to June 15, 2017, the date of the parties’ oral stipulation. After later motions and hearings on behalf of both parties, an amended judgment and decree of divorce was entered on October 18, 2018. The later amended judgment and decree did not indicate it was being issued nunc pro tunc.

Andrew appealed the decision to enter the amended judgment and decree of divorce to the district court, arguing that the magistrate court had abused its discretion in several ways. After oral argument, the district court agreed and concluded the magistrate court had abused its discretion in three distinct ways: (1) by deciding to remove the nunc pro tunc language from the initial judgment entered on February 26, 2018; (2) by requiring Andrew to obtain “Survivor Benefit Coverage” for Desiree; and (3) by excluding, over Andrew’s objection, language related to Desiree’s Federal Employee Retirement System account. The district court ordered that the amended judgment and decree of divorce entered on October 18, 2018, be vacated and the case remanded to the magistrate court for various findings of fact and conclusions of law. Desiree timely appealed to the Idaho Supreme Court.

The Supreme Court held that the parties’ oral stipulation was a binding divorce settlement. The Court further held that the district court did not err in concluding the magistrate court had abused its discretion in removing the *nunc pro tunc* clause and in including the “Survivor Benefit Coverage” in the amended decree. The Court next held that the district court erred in concluding the magistrate court abused its discretion in deciding to reject Andrew’s requested language regarding the FERS account in the amended decree. The Court further declined to award either party attorney fees or costs on appeal and remanded the case for further proceedings consistent with the opinion.

******This summary constitutes no part of the Court’s opinion. It has been prepared by court staff for the convenience of the public.******