

SUMMARY STATEMENT

Staci L. Somes, fka Starnes v. Nathan R. Starnes

Docket No. 52160

In this case arising out of Ada County, the Court of Appeals affirmed the district court's judgment concluding Nathan R. Starnes breached a spousal support agreement. Starnes and Staci L. Somes (fka Starnes) divorced pursuant to a stipulated judgment and decree, which indicated the parties had entered into a separate spousal support agreement. Under that agreement, Starnes was required to pay Somes \$3,026 per month for thirty-six months, with payments due on the first of each month. The agreement also specified that support would terminate at the end of any month in which Somes died. After Somes remarried, Starnes stopped making payments. Somes filed a complaint, alleging Starnes breached the agreement and seeking to recover the unpaid support. In response, Starnes filed a motion for summary judgment, asserting his obligation ended upon Somes' remarriage. The district court denied the motion, as well as Starnes' subsequent motion for reconsideration. After trial, the district court found that the support agreement was fully integrated and unambiguous, concluded Starnes had breached it, and awarded Somes damages.

On appeal, Starnes argued the district court erred by failing to apply contract principles requiring the incorporation of existing law. Starnes contended that, under existing case law, his support obligation ended when Somes remarried because their agreement was subject to the general rule that remarriage terminates spousal support. Because Starnes failed to include a standard of review section in his opening brief, the Court held that Starnes waived the issues on appeal. Nonetheless, the Court held that a review of the claims on their merits showed that Starnes failed to establish the district court erred. The Court noted that the support agreement entered into by Starnes and Somes specified that it was a separate agreement not to be merged or incorporated into the decree of divorce. As a result, the Court held that the general rule--that spousal support terminates upon the receiving spouse remarrying--did not apply to the spousal support agreement in this case. Consequently, the Court affirmed the district court's judgment concluding Starnes breached the agreement and awarded costs and attorney fees to Somes as the prevailing party on appeal.

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