

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

WOMEN’S CARE SPECIALISTS, LLC,)	No. ED99002
)	
Appellant/Plaintiff,)	Appeal from the Circuit Court
)	of St. Charles County
vs.)	
)	
KATHERINE TROUPIN,)	Honorable Matthew E.P. Thornhill
)	
Respondent/Defendant.)	Filed: September 17, 2013
)	

Plaintiff Women’s Care Specialists, LLC (“WCS”), appeals the judgment of the Circuit Court of St. Charles County after the trial court entered judgment in favor of Defendant Katherine Troupin (“Troupin”) on all four counts of WCS’s petition. WCS contends the trial court erred in: (1) entering judgment in favor of Troupin on WCS’s breach of contract claim in that it was against the weight of the evidence and (2) erroneously applied the law; (3) entering judgment in favor of Troupin on WCS’s on-account claim because it was against the weight of the evidence; and (4) denying WCS’s Motion for Summary Judgment on its breach of contract and on-account claims, as there was no genuine issue of material fact in dispute. Because the trial court erred in entering judgment in favor of Troupin on WCS’s action on account, that portion of the trial court’s judgment is reversed. Accordingly, the cause is remanded with directions to enter judgment in accordance with the opinion on WCS’s on-account claim only. In all other respects, the judgment is affirmed.

Division Three holds:

- (1) WCS failed to establish that the trial court’s finding, that the Stipulation of Settlement was not a valid contract, was against the weight of the evidence. The trial court did not err in entering judgment in favor of Troupin on WCS’s breach of contract claim.
- (2) WCS failed to show that the trial court erroneously applied the law in considering the parties’ purposes in entering into the Stipulation of Settlement. The trial court did not err in entering judgment in favor of Troupin on WCS’s breach of contract claim.
- (3) The trial court erred in entering judgment in favor of Troupin on WCS’s action on account, as the judgment was against the weight of the evidence and the trial court erroneously interpreted the Financial Agreement between the parties.

- (4) The Court need not consider WCS's claim of error on the trial court's denial of its Motion for Summary Judgment as full relief was granted on point III, WCS's action on account.

Opinion by: Angela T. Quigless, J.

Mary K. Hoff, P.J., Kurt S. Odenwald, J., Concur

Attorney for Appellant: Bryan E. Brody

Attorney for Respondent: Katherine Troupin

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.