OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION ONE

SUSAN JOSEPH, F/K/A SUSAN SCHRAUTH,	)	No. ED109631
Respondent,	)	Appeal from the Circuit Court of St. Louis County
vs.	)	Honorable Renee D. Hardin-Tammons
ERIC SCHRAUTH,	)	
Appellant.	)	Filed: March 15, 2022

Eric Schrauth ("Eric"), the former spouse of Susan Schrauth (n/k/a Susan Joseph) ("Susan"), appeals from the judgment of the Circuit Court of St. Louis County, which granted Susan's motion to dismiss Eric's motion to modify the parties' negotiated divorce decree. Eric's motion to modify had requested, *inter alia*, that the circuit court terminate his current $1,000 monthly maintenance obligation to Susan based on a purported "substantial and sustained" change in her circumstances. In his sole point on appeal, Eric argues that the circuit court erred in granting Susan's motion to dismiss because the divorce decree was ambiguous as written; furthermore, the applicable maintenance statute—§ 452.335, RSMo—requires that a spousal maintenance obligation be deemed modifiable absent a specific provision that it is non-modifiable, which he argues is not included in the parties' divorce decree with respect to his current $1,000 monthly maintenance obligation.

AFFIRMED.

DIVISION ONE HOLDS:
The issue of the modifiability of Eric's monthly maintenance obligations to Susan is governed by paragraph 14 of the parties' negotiated divorce decree, notwithstanding the fact that subsection 4.1 of the parties' separation agreement is silent on the issue of modifiability, per *Hughes v. Hughes*, 505 S.W.3d 458 (Mo. App. E.D. 2016). The parties' divorce decree contains a provision that specifically states Eric's maintenance obligation is "not subject to modification." The form divorce decree used by the parties contains several hand-written additions to the original $800 monthly maintenance amount set forth in paragraph 14 thereof, where the parties not only entered the original $800 maintenance amount in the small blank space in the printed sentence immediately preceding the non-modifiability provision, but they also repeated the $800 amount by hand writing it (and the applicable dates) on the line immediately below the non-modifiability provision, along with hand writing the $1,000 monthly amount (and the applicable time period). However, the parties never indicated that the $1,000 monthly amount was expressly modifiable (or otherwise not subject to the non-modifiability provision). Given the absence of any such exemption language in paragraph 14 of the dissolution judgment, under a plain reading of the unambiguous completed dissolution judgment, the non-modifiability

provision governed both of Eric's monthly maintenance amounts. Therefore, because Eric's $1,000 monthly maintenance obligation was non-modifiable, the circuit court did not err in granting Susan's motion to dismiss Eric's motion to modify without addressing the merits thereof.

Opinion by: Kelly C. Broniec, J.
Kurt S. Odenwald, P.J. and John P. Torbitzky, J. concur.

Attorney for Appellant: Marshall R. Hoekel

Attorney for Respondent: Elaine A. Pudlowski and Rachel J. Thompson

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.