In the Missouri Court of Appeals
Eastern District

DIVISION FOUR

ALEXANDER COOPER KOMES,	)	No. ED113243
	)	
Appellant,	)	
	)	
v.	)	
	)	
JASON JOSEPH GROTE,	)	
	)	
Respondent.	)	Filed: January 27, 2026

Appeal from the Circuit Court of St. Louis County
The Honorable Matthew H. Hearne, Judge

This is an appeal from the June 2024 judgment dissolving the parties' four-year marriage in which the trial court's only task was to divide the parties' property and debts which consisted principally of two homes with mortgages, substantial credit card debt, and a dog named Ava. In adopting almost verbatim respondent Jason Grote's proposed judgment, the trial court awarded Grote 87% of the marital assets, including the two homes acquired during the marriage, and the dog. The court also assigned to Grote the responsibility for 100% of the mortgage debt and 95% of the credit card debt.

Appellant Alexander Komes now appeals in four points, each claiming that the trial court abused its discretion in the allocation of the marital property and debt. We

deny all four points because despite the trial court's ill-advised adoption of Grote's proposed judgment, the record nevertheless buttresses the court's proper application of section 452.330.1's[1] property division factors including (1) the source-of-funds factor since Grote's pre-marital assets were the source of nearly all the marital assets and (2) the marital-misconduct factor since Komes broke into Grote's residence and seized property in violation of the court's order issued pursuant to the circuit court's Local Rule 68.3. And in addition to awarding Grote most of the marital property, the court also made Grote responsible for the lion's share of the marital debt.

Background

Komes was twenty-one and Grote thirty-five when they met online. In 2017, the parties began cohabitating at Grote's home on Waterman Boulevard in the City of St. Louis and Grote bought the dog.

In September 2019, they married without a prenuptial agreement. Grote had an active real estate license and worked for McBride & Son Homes earning substantial compensation, e.g., approximately $462,000 in 2020. In addition to the Waterman home, Grote owned another in the City on Botanical Avenue, had access to money in an investment account, and also had around $100,000 in credit card debt. For his part, Komes was an undergraduate student without significant assets or income, e.g., in 2020, he earned approximately $8,000.

[1] All statutory references are to the Revised Statutes of Missouri (2016) unless otherwise stated.

Soon after the marriage, Grote sold his Botanical property and used the proceeds to buy a home on Fox Trotter Court in Ballwin, Missouri which the parties used as their primary residence. Komes did not contribute any funds to that purchase. In 2020, Grote sold the Waterman home and purchased a home in the City on Genesta Street to use as rental property. The Fox Trotter and Genesta homes were jointly titled and each had a mortgage in both parties' names.

During the short-lived marriage, Grote's total income was approximately $1,154,000 compared to Komes' $167,000, though Komes' income increased when he began working full-time after finishing an MBA degree, a degree paid for by Grote.

At trial, the parties testified at length as to the financial contribution of each to the marital estate. Also, they accused each other of abuse and marital misconduct of a sexual nature. Grote claimed they had an agreement whereby he and Komes could have sex with other men so long as both parties were present and participating. Komes claimed that Grote at times forced him to participate. Komes also claimed that Grote sometimes became violent and used drugs.

Grote disputed these allegations as exaggerations and testified both parties did drugs and voluntarily engaged in group sex together. Grote claimed, however, that Komes violated the terms of their open relationship by having sex with a third man but excluded Grote. The court did not find Komes' allegations credible.

Finally, while the parties were separated and Grote was living at the Fox Trotter home, Komes violated the court's order that neither party harass or disturb the other's

peace or conceal any property when while Grote was out of the country he broke into the home and made off with property in a U-Haul truck.

On June 26, 2024, the court adopted Grote's proposed judgment and entered a sixty-page judgment in which it (1) awarded $361,418 (87%) of the marital assets to Grote and $42,982 (13%) to Komes, (2) assigned to Grote the responsibility to pay the two mortgages and 95% of the credit card debt, (3) ordered Grote to hold Komes harmless on both mortgages, and (4) awarded the dog to Grote.

Standard of Review

Appellate courts will affirm a trial court's judgment in a dissolution action if it is supported by substantial evidence, not against the weight of the evidence, and does not erroneously declare or apply the law. *Flora v. Flora*, 426 S.W.3d 730, 737 (Mo. App. 2014); *Murphy v. Carron*, 536 S.W.2d 30, 32 (Mo. banc 1976). This court reviews the division of marital property for an abuse of discretion. *S.M.S. v. J.B.S.*, 588 S.W.3d 473, 485 (Mo. App. 2019). The circuit court abuses its discretion when its ruling is "clearly against the logic of the circumstances and is so arbitrary and unreasonable as to shock one's sense of justice and indicates a lack of careful consideration." *Steele v. Steele*, 423 S.W.3d 898, 904 (Mo. App. 2014). "The division of property is presumed to be correct and the party challenging the division bears the burden of overcoming the presumption." *Id.* at 904-905. Lopsided property divisions are not a per se abuse of discretion and if reasonable people can disagree regarding the trial court's actions, no abuse of discretion has occurred. *Collins v. Collins*, 875 S.W.2d 643, 647 (Mo. App. 1994).

Discussion

Point One

In point one, Komes argues the trial court's 87% - 13% property split is an abuse of discretion because Missouri law generally requires an equal division absent statutory factors that Komes claims are absent here. We disagree. This property split, albeit lopsided, is within the court's discretion given its consideration of section 452.330.1's property division factors including that Grote brought nearly all of the marital assets into the marriage and Komes engaged in marital misconduct when he broke into Grote's residence and removed property.

"As a general proposition, the court's division of marital property should be substantially equal unless one of the statutory factors renders such a division unjust." *Travis v. Travis,* 163 S.W.3d 43, 46-47 (Mo. App. 2005). Simply, the division must "be fair and equitable given the circumstances of the case." *Nelson v. Nelson*, 25 S.W.3d 511, 517 (Mo. App. 2000). And trial courts act within their discretion when giving credit to parties for their non-marital financial contributions to the marital residence. *Plager v. Plager*, 426 S.W.3d 689, 694 (Mo. App. 2014).

There is a long line of Missouri cases affirming disproportionate property divisions as fair and equitable after taking into account the statutory factors in section 452.330.1. *Dove v. Dove*, 773 S.W.2d 871, 873 (Mo. App. 1989); *Mika v. Mika*, 728 S.W.2d 280, 283 (Mo. App. 1987) (affirmed an 84% to 16% split reasoning "disproportionate divisions are routinely affirmed"); *W.E.F. v. C.J.F.*, 793 S.W.2d 446, 452 (Mo. App. 1990) (affirmed award of 80% of marital property to husband given

wife's minimal contribution and her misconduct); *Arp v. Arp*, 572 S.W.2d 232, 235 (Mo. App. 1978) (affirmed 72% to 28% division); *In re Marriage of Burris*, 557 S.W.2d 917, 918-19 (Mo. App. 1977) (affirmed 88% to 12% division); *Flora*, 426 S.W.3d at 732 (affirmed 87% to 13% division).

The circumstances in *Dove* resemble this case; husband was significantly older than wife and brought into the marriage two real properties valued at over $100,000. 773 S.W.2d at 873. As for wife's contribution, the court noted her bankruptcy filing weeks before the marriage listed just $1000 in assets. *Id*. The parties then sold husband's two properties and together bought a home and invested the remaining funds. *Id*. The court of appeals affirmed the approximately 90% - 10% split given the husband's age and the value of the assets he brought into the marriage. *Id.* at 874.

Here, the judgment effectively returns each party to his *status quo ante* this brief marriage. While such an approach may not be appropriate in all short marriages, the foregoing authorities support such a result in this case given Grote's disproportionate contribution of almost all the marital assets and Komes' misconduct at Grote's residence. These factors alone are sufficient to support the property division here. Section 452.330.1(2) and 452.330.3.

Additional support lies in section 452.330.1(1)'s factor addressing the "economic circumstances of each spouse at the time the division of property is to become effective."

Komes, still in his twenties, walks away from this short entanglement with Grote with an MBA and an increased earning capacity. Point one is denied.[2]

Before turning to point two, we address Grote's argument that Komes committed misconduct by having extra-marital sexual relations with another without Grote being present. We decline to reach this question and do not need to in order to affirm the judgment since the record of Grote's disproportionate contribution of assets and Komes' misconduct at Grote's residence is sufficient.

Nevertheless, we observe that this issue illustrates our concern with the trial court's wholesale adoption of Grote's proposed judgment because we have reviewed the transcript which reflects that the parties disputed the exact nature of their "agreement" in terms of their standard of conduct involving marital relations of a sexual nature and what would be considered outside of that standard of conduct. Yet, in adopting Grote's proposed judgment, including the paragraph in which the "court" found not credible Komes' allegations of abuse and pressure, we find ourselves splitting hairs as to what is marital misconduct of a sexual nature and what is not.

So, we echo our court's recent "cautionary tale" in *Cullen v. Bernstein*, 694 S.W.3d 494, 499 (Mo. App. 2024). There, the wholesale adoption of the proposed judgment rendered the trial court's final judgment inconsistent and at times nonsensical and the *Cullen* court strongly cautioned against such a practice. *Id.* While not per se

[2] We deny point four regarding the dog for all the same reasons since Grote bought the dog before the parties married and his name alone is on the ownership papers.

reversible error, a court may abuse its discretion by adopting a faulty proposed judgment because it may indicate a lack of judicial consideration. *Id.* at 499-500 (citing *Neal v. Neal*, 281 S.W.3d 330, 337-38 (Mo. App. 2009)). The *Cullen* court then encouraged trial judges to approach every proposed judgment – especially an advocate's self-serving one – with the "sharp eye of a skeptic" and an even sharper "pencil of an editor." *Id.* at 500 (quoting *Massman Constr. Co. v. Mo. Highway & Transp. Comm'n*, 914 S.W.2d 801, 804 (Mo. banc 1996)). We do the same here.

Point Two

In point two, Komes argues the court erred in treating as marital the parties' $119,052 in credit card debt because Grote brought a substantially similar amount of credit card debt into the marriage. We find no abuse of discretion here particularly since the court ordered Grote responsible for 95% of that debt or $113,300 and Komes just $5,752 of it.

In dividing marital debt, the trial court is vested with broad discretion and this court will not disturb its division absent a clear showing of an abuse of discretion. *Wright v. Wright*, 1 S.W.3d 52, 60 (Mo. App. 1999). Trial courts may assign marital debts to one spouse and hold the other harmless on the same debt. *Cross v. Cross*, 30 S.W.3d 233, 236 (Mo. App. 2000). We will not reverse unless the trial court's error materially affected the merits of the action. Rule 84.13(b); *Montgomery v. Montgomery*, 18 S.W.3d 121, 125 (Mo. App. 2000).

Here, we find no abuse of discretion because the trial court equitably distributed the debt favorably to Komes by requiring Grote to be responsible for 95% of it. *Cross*, 30 S.W.3d at 236.

Point Three

Point three concerns the mortgages on the Fox Trotter and Genesta properties. Komes claims the court should have ordered Grote to remove Komes from those mortgages through refinancing or sale to protect Komes in the event Grote failed to pay. We disagree because Missouri law allows trial courts to award one spouse property which carries debt and then to order that spouse to hold the other harmless on the debt. Id. (citing Wright, 1 S.W.3d at 60).

Moreover, we are unpersuaded by Komes' claims that Grote's supposed precarious financial wherewithal would expose Komes on those mortgages such that the court abused its discretion. Grote's stellar earning capacity – e.g., over $1 million earned during the marriage - supports the court's decision. Point denied.

Conclusion

We affirm for the foregoing reasons.



James M. Dowd, Judge

Rebeca Navarro-McKelvey, Presiding Judge, concurs
Gary M. Gaertner, Jr., Judge concurring in a separate opinion.

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CONCURRING OPINION

I concur in the majority opinion. Although Point Three follows Missouri legal precedent, I write separately because I find the result in Point Three to be fundamentally problematic and I encourage the Missouri legislature to consider this issue.

In Point Three, Appellant argues that, although the trial court assigned the mortgage debt to Respondent and ordered Respondent to hold Appellant harmless for these debts, Appellant's name remains on the mortgages and thus he remains liable for these debts in the eyes of the bank and under Missouri law unless the mortgages are refinanced or the properties are sold. The majority opinion correctly follows Missouri

law, which allows a trial court to divide marital debt by assigning to one spouse the primary duty to pay off a mortgage and ordering that spouse to hold the other harmless, and thus the trial court did not technically abuse its discretion in doing so here. *See Parciak v. Parciak*, 553 S.W.3d 446, 457 (Mo. App. E.D. 2018); *Cross v. Cross*, 30 S.W.3d 233, 236 (Mo. App. E.D. 2000).

Over the past 26 years, I have noticed an increasing trend for trial courts to include hold-harmless orders in dissolution judgments, rather than to fully disentangle the finances of the divorcing spouses by ordering the parties to refinance mortgages or sell properties. In some cases, a hold-harmless order may be more equitable than ordering the parties to refinance or sell the marital property, such as when the parties' finances are such that a bank likely would not allow one spouse to refinance without the other spouse's income or, as has occurred in recent years due to an increase in mortgage interest rates from 3% to 6% or higher, a spouse cannot afford to refinance. It is often important for society that a spouse or a spouse with children remain in the family home to avoid being unhoused, and thus hold-harmless orders are often a useful tool.

However, the practical and potential disadvantages of hold-harmless orders direct that this practice should only be used when absolutely necessary. As a practical matter, hold-harmless orders are only as good as the paper they are written on. Because both spouses' names are on the original mortgage documents, both parties are liable for the debt regardless of a hold-harmless order, and banks and mortgage companies often give hold-harmless orders little to no deference. To enforce the hold-harmless order, the

benefitting spouse is forced to return to the dissolution court for enforcement or file a separate civil motion, creating a continuing financial burden and uncertainty.

Here, there was no evidence that Respondent would be unable to refinance the marital properties, such that a hold-harmless order was the only way for Respondent to remain in the marital home and retain his other investment property. Rather, Respondent was the significantly higher earner in the relationship. Should Respondent fail to pay for whatever reason, such as bankruptcy, death, or even a hostile intent to create a financial burden for Appellant, it will matter little to a financial institution holding the mortgage that the trial court had ordered Appellant to be held harmless. Here, given the animosity between the parties, requiring them to maintain a financial and legal relationship on the two original mortgages seems to be a recipe for disaster and abuse, financial or otherwise. While intended to be a shield, hold-harmless orders have in this context the potential to be used as a sword by some former spouses.

This Court has in the past refused to recognize the potential harm caused by hold-harmless orders, calling it speculation as to a hypothetical event. *See Parciak*, 553 S.W.3d at 458 (courts have "no obligation to render an advisory opinion based on a hypothetical situation") (quoting *Harry v. Harry*, 745 S.W.2d 824, 826 (Mo. App. E.D. 1988)). However, this approach ignores the reality that ex-spouses regularly fall behind on mortgage payments, especially following a dissolution proceeding—itself a financial stressor. Any late payment by one spouse could affect the credit rating of both spouses obligated under the mortgage documents or other debts. Moreover, remaining on a mortgage for a property to which you have no right of access also has concrete harms.

Here, it is unlikely that Appellant will presently be able to obtain a mortgage for a home when he is also legally obligated on two other mortgages totaling $449,973. Further, having responsibility for repayment of $449,973, even with a hold-harmless order, cannot but impact Appellant's credit rating.

Considering the potential harms, the use of hold-harmless orders should be the exception rather than the rule. I encourage the Missouri legislature to pass legislation that would require trial courts to order spouses in a dissolution to refinance existing mortgages or debts or to sell the marital property, unless the trial court specifically finds extenuating circumstances that would necessitate the use of a hold-harmless order to prevent hardship to a spouse or the children of the marriage by making them unhoused.



GARY M. GAERTNER, JR., JUDGE