In the Missouri Court of Appeals
Eastern District

DIVISION THREE

DIANE K. WILSON, nka DIANE K. ALMSTEDT Appellant, v. STEPHEN D. WILSON, Respondent.	)))))))))	ED114135 Filed: September 22, 2026

Appeal from the Circuit Court of St. Charles County
The Honorable Peter A. Lassiter, Judge

Introduction

Diane K. Wilson ("Wife") appeals the trial court's judgment awarding her a one-half interest in Stephen D. Wilson's ("Husband") retirement plans based on the valuations that existed in 2007 at the time of the Judgment and Decree of Dissolution of Marriage. Wife asserts that she was improperly deprived of marital property and asks this Court to value Husband's retirement accounts on the date of distribution. However, this Court cannot reach the merits of Wife's appeal because her brief fails to substantially

comply with the briefing requirements of Supreme Court Rules 84.04 and 84.13(a).[1] Accordingly, the appeal is dismissed.

Factual and Procedural Background

On May 7, 2007, the circuit court entered, by consent, the Judgment and Decree of Dissolution of Marriage ("dissolution judgment") between Wife and Husband.[2] In Paragraph 12 of the dissolution judgment, the circuit court ordered the following pertaining to the parties' retirement plans:

> Retirement Plans: The parties agree that the Creative Memories account; Husband's 401(k) and the parties' respective IRAs with Primerica will be divided *equally* between the parties per Qualified Domestic Relations Orders. Parties will try to minimize the need for QDROs by netting out the division in the 401(k); therefore, each party is awarded their respective IRAs; Wife is awarded her Creative Memories Investment Program and then Husband's Van Kampen 401(k) shall be divided accordingly to *equalize* the division of all the retirement plans referred above. (emphasis added)[3]

The court also ordered that the marital debts be divided and paid equally between the parties:

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[1] All rule references are to the Missouri Supreme Court Rules (2026).

[2] Specifically, the parties entered into a settlement agreement. On February 5, 2007, the parties testified to the terms and conditions of the settlement but could not agree on the judgment's language, which led to a Motion to Enforce the Settlement. The circuit court ultimately incorporated the parties' settlement agreement into its dissolution judgment, entered three months later in May 2007.

[3] Neither Wife nor Husband provided the dissolution judgment in the legal file. Hence, every quotation of the dissolution judgment is from the circuit court's Amended Findings of Fact, Conclusions of Law and Judgment of Amounts Due and Owing, wherein the court both quoted and interpreted the dissolution judgment.

> Debts: The parties agree that the debts to [*sic*] shall be paid as set forth in paragraphs 8, 9, and 10 above. If there are insufficient funds to pay the debts set forth in paragraphs 8, 9, and 10 above, then the parties shall each pay one-half (1/2) of the remaining balance.
> Each party shall assume the indebtedness in his or her own name.

In paragraphs 8, 9, and 10, the parties agreed to immediately sell their marital residence, sell their timeshare in Hawaii, and liquidate their Primerica Mutual Fund. Thereafter, the parties were to use the proceeds from these sales and liquidation "to pay off the parties' debts, to the extent that said debts were at their lowest balance between the dates of February 5, 2007, and the date of the entry of the Judgment of Dissolution of Marriage herein." The dissolution judgment further provided that "[a]fter the payment of the above debts, any remaining proceeds or any deficit or amounts shall be divided equally between the parties."

In May 2007, Wife and Husband liquidated their joint Primerica Mutual Fund account and used the proceeds to pay off a portion of their debts, in accordance with the dissolution judgment. The parties' marital home was also subsequently sold pursuant to the dissolution judgment, but the proceeds likewise did not cover all the marital debts. On December 21, 2007, Wife filed for relief under Chapter 13 in the United States Bankruptcy Court for the Western District of Missouri. On February 29, 2012, Wife received a discharge of just under $70,000.00. With that, the obligations owed by Wife to Husband in the dissolution judgment, including a payment to Husband to equalize the

division of marital property, were discharged in the bankruptcy as well.[4] The dissolution judgment was properly revived on June 2, 2017, upon a motion filed by Husband.

On December 1, 2021, Wife filed a Motion to Determine Amounts Due and Owing, in which Wife sought apportionment of Husband's retirement funds under Paragraph 12 of the dissolution judgment, namely Husband's Van Kampen account (now Thrivent) and Primerica account (now American Funds).[5] On January 6, 2022, Husband filed an Answer and Counter Petition, which requested the circuit court to rule on "offsets" due to Wife's bankruptcy. The parties proceeded to trial on April 3, 2025.

At trial, Wife's attorney did not call any witnesses on Wife's behalf, nor did he offer any rebuttal evidence on Wife's behalf during Husband's case-in-chief. Hence, the trial focused almost completely on Husband's claims. Moreover, although evidence of negotiations regarding the retirement accounts was admitted at trial, it was undisputed that neither party sought entry or enforcement of a Qualified Domestic Relations Order ("QDRO"). The trial court found that neither party offered a credible explanation for

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[4] In the settlement agreement as incorporated into the dissolution judgment, the parties agreed that Wife was to pay Husband a gross sum of $29,783 less any repairs or improvements to the marital home that Wife could produce that were incurred prior to February 5, 2007, excluding expenses placed on the Discover card; and Wife was to pay half of the parties' debt, which amounted to $51,000 in total as represented in the dissolution judgment, that remained after the sale of the parties' martial properties. Wife's portion of the debt not covered by the sale of the home was discharged, while Husband paid off the MOHELA student loan, the Direct Student Loan, and the Discover card.

[5] According to the trial transcript, Husband had an IRA in Primerica and an IRA in Van Kampen. The dissolution judgment referred to Husband's IRA in Van Kampen as "Husband's Van Kampen 401(k)." In contrast, in its Amended Findings of Fact, Conclusions of Law and Judgment of Amounts Due and Owing, the trial court referred to both Husband's IRA in Primerica and IRA in Van Kampen as his "401(k)."

failing to seek entry of a QDRO over the course of almost two decades since the dissolution judgment. Moreover, Wife testified that she liquidated her Creative Memories account in 2012 but did not give any proceeds to Husband, which presumably was meant to equalize the division of property. The account had a value of $4,962.38 when Wife withdrew $1,906.97 at the end of 2008, and the remaining balance was withdrawn later. The trial court found that the funds were not distributed appropriately to Husband.[6]

Husband testified that the value of his Van Kampen IRA on March 31, 2007 (shortly before the dissolution judgment) was $75,779.93. Husband also testified that the value of his Primerica IRA on March 31, 2007, was $4,498.51. Husband explained that although he has "rolled over" his accounts on several occasions, he has not made any contributions or withdrawals. This was uncontested at trial. Husband further stated that, as of March 31, 2025, the value of his Van Kampen IRA, which is now with Thrivent, was $253,029.77, and the value of his Primerica IRA, which is now his American Funds IRA, was $22,350.14.

Wife requested a 50% share of Husband's Thrivent and American Funds accounts, including gains and losses as of the date the trial court issued its Findings of Fact, Conclusions of Law and Judgment of Amounts Due and Owing on November 5, 2025.[7]

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[6] The trial court did not state a reason why it made this finding. Nonetheless, according to the trial transcript, sometime after February 2007, Wife took out a line of credit secured by the parties' marital home in her name only. Wife put $2,000 of the loan into her IRA. The full loan was paid off by the sale of the marital home. This line of credit was not accounted for in the dissolution judgment, and Husband maintained that he only found out about it at closing. Hence, Husband argued at trial that Wife owed him that amount.

[7] The trial court issued its Amended Findings of Fact, Conclusions of Law and Judgment of Amounts Due and Owing on December 10, 2025. The court had to amend its original

The trial court found that a plain reading of the dissolution judgment did not include the language "gains and losses" to deal with the QDRO, "and imputing that would only benefit a party from delaying a timely filing of such." Although the trial court found that caselaw supports including "gains and losses" into the valuation, it explained that "the extreme delay in this present case makes it distinct from previous cases." "Here," the court reasoned, "neither party filed a QDRO for near eighteen (18) years and still has not filed one! … This Court is one of equity and rewarding parties who 'lie in wait' for nearly two (2) decades is not only inequitable but unjust and not what the Courts previously contemplated." In addition, the court concluded that "it is inequitable and unjust to reward gains and losses for near eighteen (18) years with roll-overs, particularly [when] '[volatile] market conditions and changing economic circumstances can render assets that had been valuable months or years earlier virtually worthless in the present, and vice versa.'" (citations omitted).

Hence, the trial court awarded Wife a one-half interest in Husband's Primerica IRA (now American Funds) valued at $4,498.51, and a one-half interest in Husband's Van Kampen IRA (now Thrivent) valued at $75,779.93, which amounts reflect the value of Husband's accounts on May 7, 2007, the date of the dissolution judgment. The trial court did not award Wife a portion of the appreciation that occurred in these accounts since the entry of the dissolution judgment.

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judgment because it wrongfully ordered Wife to pay Husband $5,382.98 for her share of the Hawaiian Timeshare fees. The trial court granted Wife's Motion to Correct Judgment pursuant to Supreme Court Rule 75.01 because the amounts owed to Husband were discharged in Wife's bankruptcy.

Wife appeals the trial court's ruling, claiming that the trial court erred by valuing Husband's accounts "at the time of the entry of the [dissolution judgment] rather than at the time of distribution, which has yet to occur." She asserts that the court's ruling "improperly deprives" her "of the marital property she was awarded in the [dissolution judgment]."

Standard of Review

We will affirm the judgment in a court-tried dissolution proceeding so long as the judgment is supported by substantial evidence, is not against the weight of the evidence, and does not erroneously declare or apply the law. *Eckelkamp v. Eckelkamp*, 609 S.W.3d 499, 503 (Mo. App. E.D. 2020) (citing *Fike v. Fike*, 509 S.W.3d 787, 793 (Mo. App. E.D. 2016) (internal citations omitted)). "When reviewing whether the trial court's judgment is supported by substantial evidence, we view the evidence in the light most favorable to the judgment and defer to the trial court's credibility determinations." *Ganev v. Ganev*, 734 S.W.3d 363, 371 (Mo. App. E.D. 2026) (citing *In re Marriage of Eakens*, 647 S.W.3d 324, 331 (Mo. App. S.D. 2022) (internal quotation omitted)). "[W]e review the trial court's legal conclusions and application of law to the facts *de novo*." *C.A.W. v. N.K.D.*, 718 S.W.3d 126, 128 (Mo. App. E.D. 2025) (citing *Cullen v. Bernstein*, 694 S.W.3d 494, 498 (Mo. App. E.D. 2024)). "If there has been a misapplication of the law, reversible error exists if it materially affects the outcome in that we have a firm belief that the judgment of the trial court is wrong." *Id.* (citing *McLeod v. McLeod*, 681 S.W.3d 215, 229 (Mo. App. W.D. 2023)).

Discussion

Compliance with Rules 84.04 and 84.13(a)

Rule 84.04 sets forth various requirements for appellate briefs. *Jones v. Impact Agape Ministries*, 693 S.W.3d 122, 126 (Mo. App. E.D. 2023) (citing *Lexow v. Boeing Co.*, 643 S.W.3d 501, 505 (Mo. banc 2022)). Compliance with these requirements is mandatory to ensure that appellate courts do not become advocates "by speculating about facts and arguments that have not been made." *Pearson v. Keystone Temporary Assignment Group, Inc.*, 588 S.W.3d 546, 552 (Mo. App. E.D. 2019); *see also Hutcheson v. Dep't of Soc. Servs., Fam. Support Div.*, 656 S.W.3d 37, 40 (Mo. App. E.D. 2022) ("Compliance with Rule 84.04 is essential to ensure that this Court retains its role as a neutral arbiter and avoids becoming an advocate for any party."). Although we prefer to decide cases on their merits, an "appellant's failure to substantially comply with Rule 84.04 preserves nothing for review and is grounds for dismissing an appeal." *Starcher v. Div. of Emp. Sec.*, 672 S.W.3d 861, 863 (Mo. App. W.D. 2023) (citing *Ferguson v. Div. of Emp. Sec.*, 654 S.W.3d 434, 438 (Mo. App. W.D. 2022)). Hence, violations of Rule 84.04 are grounds for dismissal.

Here, there are evident deficiencies in Wife's brief as it fails to comply with Rule 84.04 in several substantial ways. First, Wife's statement of facts does not comply with Rule 84.04(c), which requires "a fair and concise statement of the facts relevant to the questions presented for determination without argument." Wife's statement of facts also does not fulfill the "primary purpose of the statement of facts[, which] is to afford an immediate, accurate, complete and unbiased understanding of the facts of the case." *Tavacoli v. Div. of Emp. Sec.*, 261 S.W.3d 708, 710 (Mo. App. W.D. 2008) (citing *In re*

Marriage of Weinshenker, 177 S.W.3d 859, 862 (Mo. App. E.D. 2005). Although Wife attempts to set forth some facts, she does not provide a complete and unbiased statement of facts relevant to the questions presented and the trial court's judgment. For instance, the trial court found it dispositive that neither party sought entry or enforcement of a QDRO for nearly 18 years. Wife does not state this fact in her brief. "An appellant must provide the facts in the light most favorable to the judgment, not simply recount appellant's version of the facts." *T.G. v. D.W.H.*, 648 S.W.3d 42, 47 (Mo. App. E.D. 2022) (citing *Blanks v. Fluor Corp.*, 450 S.W.3d 308, 324 n.1 (Mo. App. E.D. 2014)).

Second, Wife's sole "Point Relied On" does not comply with Rule 84.04(d). Rule 84.04(d)(1) sets forth the requirements for a point relied on and provides a template to ensure the requirements are met.

> (1) Where the appellate court reviews the decision of a trial court, each point shall:
> (A) Identify the trial court ruling or action that the appellant challenges;
> (B) State concisely the legal reasons for the appellant's claim of reversible error; and
> (C) Explain in summary fashion why, in the context of the case, those legal reasons support the claim of reversible error.
> The point shall be in substantially the following form: "The trial court erred in [*identify the challenged ruling or action*], because [*state the legal reasons for the claim of reversible error*], in that [*explain why the legal reasons, in the context of the case, support the claim of reversible error*]."

Wife's point does not state any legal reason why the trial court erred and does not "summarily explain why, in the context of the case, the stated legal reasons support the appellant's claim of reversible error" as required by Rule 84.04(d)(1)(B) and (C), respectively; *Ward v. United Eng'g Co.*, 249 S.W.3d 285, 287 (Mo. App. E.D. 2008). Instead, Wife's "Point Relied On" merely states that the trial court erred in its award

based on valuations from the time of the dissolution judgment "for the reason that it improperly deprives [Wife] of the marital property she was awarded in the [dissolution judgment]." When confronted with a deficient point relied on, it is not proper for this Court to speculate about the legal justifications, as to do so would place the Court in a position to comb through the record and become an advocate for Wife, "which is an inappropriate role for this Court." *Clark v. Aranda*, 730 S.W.3d 222, 230 (Mo. App. E.D. 2025) (internal citation omitted).

Third, the argument section does not advise this Court how the principles of law and the facts of the case interact. Rule 84.04(e). "To develop a point relied on, the 'argument should show how the principles of law and the facts of the case interact.'" *Wallace v. Frazier*, 546 S.W.3d 624, 628 (Mo. App. W.D. 2018) (citing *Kim v. Kim*, 431 S.W.3d 524, 526 (Mo. App. W.D. 2014)). "Points that are not developed in the argument are deemed to be abandoned." *Id.*; *see also* Rule 84.13(a) ("[A]llegations of error not briefed or not properly briefed shall not be considered in any civil appeal…."). While Wife correctly cites a couple of rules from *Bradley*, she does not provide any analysis. Rather, Wife simply makes a conclusory statement that she was deprived of marital property and asks this Court to value Husband's retirement accounts on the date of distribution. Because Wife did not develop her sole point in her argument section, her point is deemed abandoned. In addition, Wife's argument is not limited to those errors included in her sole point relied on as required by Rule 84.04(e). "Arguments not included in the Points Relied On are not preserved for appeal." *Bellemere v. Cable-*

Dahmer Chevrolet, Inc., 423 S.W.3d 267, 273 (Mo. App. W.D. 2013) (internal citations omitted).

In *Pearson v. Keystone Temporary Assignment Group, Inc.*, this Court dismissed an appeal for the appellant's failure to substantially comply with Rule 84.04 because "[w]e cannot become advocates for an appellant by speculating about facts and arguments that have not been made." 588 S.W.3d at 552 (internal citations omitted); *see also Mace v. Daye*, 17 S.W.3d 154, 156 (Mo. App. W.D. 2000) ("If the appellate court must search the argument portion of the brief or the record on appeal to determine or clarify the nature of the asserted claims, the court may interpret the claims differently than the opponent or differently than was intended by the party asserting the claim."). Here, this Court would be forced to speculate and create Wife's argument on appeal. This we cannot do.

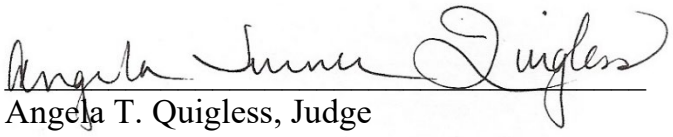
Moreover, Wife did not provide the dissolution judgment in the legal file. Under Supreme Court Rule 81.12, the appellant must compile the record on appeal, and this record "shall contain all of the record, proceedings and evidence necessary to the determination of all questions to be presented, by either appellant or respondent, to the appellate court for decision." Here, it was necessary to have the dissolution judgment in its entirety to rule on the merits of Wife's appeal. "Matters omitted from the record will not be presumed to be favorable to the appellant." *Kull v. Farahat*, 732 S.W.3d 177, 187 (Mo. App. E.D. 2026) (quoting *Wilkerson v. Prelutsky*, 943 S.W.2d 643, 649 (Mo. banc 1997)).

Finally, it is unclear from the record whether Wife makes the same arguments on appeal here that she made before the trial court. From the trial transcript, we see that Wife's attorney did not call any witnesses on Wife's behalf, nor did he offer any rebuttal evidence on Wife's behalf during Husband's case-in-chief. The trial focused almost exclusively on Husband's claims. Wife's brief to the trial court is not in the legal file either, so there is no way to know what arguments Wife presented to the trial court. "Our Court will not consider an argument that was not presented to the trial court and made for the first time on appeal." *Solomon v. St. Louis Cir. Att'y*, 640 S.W.3d 462, 472 (Mo. App. E.D. 2022) (citing *Jacoby v. Hamptons Community Association, Inc.*, 602 S.W.3d 869, 873 (Mo. App. E.D. 2020)). "The foundation of this principle rests upon our firmly held position that we will not convict a trial court of error for an issue not presented for its determination." *Id.* (citation and internal quotations omitted). Consequently, an argument not presented to the trial court is waived for purposes of appellate review. *Id.*

Due to the substantial Rule 84.04 and Rule 84.13(a) violations in Wife's brief, we must dismiss her appeal.

Conclusion

Wife's appeal is dismissed.



Angela T. Quigless, Judge

Virginia W. Lay, Presiding Judge and
Thomas C. Clark, II, Judge, concur.