

SUPREME COURT OF RHODE ISLAND

John C. O'Donnell, III v. Anne A. O'Donnell

79 A.3d 815 (R.I. 2013) · No. No. 2012-52-Appeal (N 99-537) · Decided November 18, 2013

SUMMARY

The Rhode Island Supreme Court affirmed a Family Court order enforcing a divorce settlement provision requiring the plaintiff to maintain health insurance coverage for his former spouse. The Court held that the parties had formed an enforceable agreement when its terms were read into the record, affirmed by both parties under oath, and incorporated but not merged into the divorce decree. The plaintiff could not avoid the contractual obligation merely because he later remarried.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Maureen McKenna Goldberg; Frank Williams Suttell, C.J.; Maureen McKenna Goldberg, J.; Francis X. Flaherty, J.; William P. Robinson III, J.; Gilbert V. Indeglia, J.
JURISDICTION	Rhode Island
DECIDED	November 18, 2013
DOCKET	No. 2012-52-Appeal (N 99-537)
DISPOSITION	affirmed
PROCEDURAL POSTURE	John C. O'Donnell appealed from a Rhode Island Family Court order enforcing a marital settlement agreement provision requiring him to maintain health insurance for his former spouse. The Supreme Court summarily decided the appeal after directing the parties to show cause why it should not be resolved without full briefing or trial.
STANDARD OF REVIEW	The Supreme Court does not disturb Family Court findings of fact in a divorce action unless the trial justice misconceived the evidence or was clearly wrong, and reviews questions of law de novo. It also will not disturb discretionary findings absent an improper exercise of discretion or abuse of discretion.
PRECEDENTIAL VALUE	published
PARTIES	John C. O'Donnell, III v. Anne A. O'Donnell

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QUESTIONS PRESENTED

1. Whether the parties formed an enforceable marital settlement agreement when the agreement's terms were recited and assented to in open court and the transcript was later admitted as a joint exhibit, despite the absence of a separately drafted and signed agreement.
2. Whether the Family Court properly enforced the agreement's health-insurance provision against John.
3. Whether a marital settlement agreement incorporated by reference but not merged into a divorce decree remains a separate and binding contract.

HOLDINGS

1. The parties formed an enforceable agreement because the material terms were recited in open court, both parties assented to them in the court's presence, and the transcript was later admitted as a joint exhibit.
2. A transcript of an agreement reached and assented to in open court can constitute the parties' written settlement agreement and is not unenforceable merely because the parties did not separately draft and sign it.
3. The marital settlement agreement retained the characteristics of a separate contract because it was incorporated by reference but not merged into the divorce decree, and the Family Court properly enforced its health-insurance provision.

KEY QUOTATIONS

“Each party must have and manifest an objective intent to be bound by the agreement.” (at 817)

“Accordingly, the parties are bound by the agreement which they affirmed in open court.” (at 818)

“Requiring stipulated agreements either to be placed on the record or to be reduced to an agreed-upon writing ensures that the agreement itself does not become a source of further controversy and litigation.” (at 819)

“It is undisputed that plaintiff’s attorney recited the terms of the parties’ agreement to the Family Court justice in open court.” (at 820)

“He may not retreat from that agreement simply by entering into a new marriage.” (at 823)

FACTUAL BACKGROUND

The parties married in 1980 and reached a divorce settlement in open court in 2002. The settlement required John to maintain Anne's health and dental insurance until she reached age sixty-five, followed by a Medicare supplement, subject to limited exceptions for employer-provided coverage. Both parties affirmed under oath that they understood and agreed to the terms, and the transcript was admitted as a joint exhibit and incorporated but

not merged into the final divorce decree. In 2011, John attempted to discontinue Anne's coverage after remarrying.

PROCEDURAL HISTORY

The parties divorced in 2003 after placing the terms of their settlement on the record in Family Court. The settlement was incorporated by reference but not merged into the final divorce judgment. In 2011, Anne moved to enforce John's obligation to provide health insurance after John stated that he would discontinue coverage because he had remarried. The Family Court granted enforcement, and the Supreme Court affirmed.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The record was returned to the Family Court. The Family Court's order requiring John to obtain and maintain health insurance for Anne pursuant to the settlement agreement remained in effect.

CASES CITED

- L'Heureux v. L'Heureux, 770 A.2d 854 (R.I. 2001)
- Palin v. Palin, 41 A.3d 248, 253 (R.I. 2012)
- Cardinale v. Cardinale, 889 A.2d 210, 217-18 (R.I. 2006)
- Zharkova v. Gaudreau, 45 A.3d 1282, 1290 (R.I. 2012)
- Curry v. Curry, 987 A.2d 233, 238 (R.I. 2010)
- Opella v. Opella, 896 A.2d 714, 720 (R.I. 2006)
- Weaver v. American Power Conversion Corp., 863 A.2d 193, 198 (R.I. 2004)
- Rhode Island Five v. Medical Associates of Bristol County, Inc., 668 A.2d 1250, 1253 (R.I. 1996)
- Mills v. Rhode Island Hospital, 828 A.2d 526, 528 (R.I. 2003) (mem.)
- Ruffel v. Ruffel, 900 A.2d 1178, 1185-86 (R.I. 2006)
- E.W.H. & Associates v. Swift, 618 A.2d 1287, 1288-89 (R.I. 1993)
- DiLuglio v. Providence Auto Body, Inc., 755 A.2d 757, 776-77 (R.I. 2000)
- Melucci v. Berthod, 687 A.2d 878, 879 (R.I. 1997)
- In re McBurney Law Services, Inc., 798 A.2d 877, 881-82 (R.I. 2002)
- Gorman v. Gorman, 883 A.2d 732, 737 (R.I. 2005)
- Hazard v. Hazard, 45 A.3d 545, 550 (R.I. 2012)
- Zaino v. Zaino, 818 A.2d 630, 637 (R.I. 2003)
- Esposito v. Esposito, 38 A.3d 1, 5 (R.I. 2012)
- Paul v. Paul, 986 A.2d 989, 995 (R.I. 2010)
- Riffenburg v. Riffenburg, 585 A.2d 627, 630 (R.I. 1991)

- Vanderheiden v. Marandola, 994 A.2d 74, 78 (R.I. 2010)

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