

SUPREME COURT OF ALASKA

Troy R. Burns v. Halya P. Burns

Burns v. Burns, 157 P.3d 1037 (Alaska 2007) · No. S-12154 · Decided May 11, 2007

SUMMARY

The Alaska Supreme Court affirmed an order enforcing a marital settlement agreement requiring Troy Burns to pay spousal support based on his dental income for a minimum of five years. The court held that the agreement's language and the parties' reasonable expectations supported interpreting the support obligation as based on imputed dental earnings even if Troy retired from dentistry.

CASE DETAILS

|                       |                                                                                                                                                                                               |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Supreme Court of Alaska                                                                                                                                                                       |
| WRITING FOR THE COURT | Fabe, Chief Justice; Matthews, Justice; Eastaugh, Justice; Bryner, Justice; Carpeneti, Justice                                                                                                |
| JURISDICTION          | Alaska                                                                                                                                                                                        |
| DECIDED               | May 11, 2007                                                                                                                                                                                  |
| DOCKET                | S-12154                                                                                                                                                                                       |
| DISPOSITION           | affirmed                                                                                                                                                                                      |
| PROCEDURAL POSTURE    | Troy Burns appealed an order of the Alaska superior court enforcing the parties' property, child-support, and spousal-support settlement agreement as incorporated into their divorce decree. |
| STANDARD OF REVIEW    | Contract interpretation is reviewed de novo; inferences drawn from extrinsic evidence are reviewed for support by substantial evidence.                                                       |
| PRECEDENTIAL VALUE    | Published opinion of the Supreme Court of Alaska; binding precedent in Alaska unless later limited, abrogated, or overruled.                                                                  |
| PARTIES               | Troy R. Burns v. Halya P. Burns                                                                                                                                                               |

TOPICS

- spousal support
- divorce
- family law procedure
- contract interpretation
- contracts

PRACTICE AREAS

- family law
- contracts
- spousal support
- divorce

## QUESTIONS PRESENTED

1. Whether the settlement agreement required Troy to pay spousal support based on his dental income for a minimum of five years even if he retired from dentistry or changed careers.
2. Whether the superior court's interpretation of the settlement agreement impermissibly modified the agreement and required relitigation of the property division and support provisions.

## HOLDINGS

1. Read in context and in light of the extrinsic evidence, the settlement agreement required Troy to pay spousal support based on an amount comparable to his usual dental earnings for a minimum of five years, even if he retired from dentistry or otherwise ceased earning a dentist's income.
2. Because the superior court correctly interpreted the settlement agreement, the Alaska Supreme Court affirmed without reaching Troy's alternative argument that the interpretation constituted an impermissible modification requiring the entire agreement to be set aside and the property and support issues relitigated.

## KEY QUOTATIONS

*"We conclude that the agreement terms support the superior court's interpretation of the agreement."* (1041)

*"The extrinsic evidence presented by Halya supports a definition of the term "income" in paragraph 20 as an amount comparable to Troy's usual dentistry salary."* (1041)

*"Therefore, the superior court's conclusion that "Troy's spousal support to Halya would be based on his dental income for a five-year minimum period" is affirmed."* (1041)

## FACTUAL BACKGROUND

Troy and Halya Burns entered a marital settlement agreement under which Troy retained the dental practice and was required to pay Halya monthly spousal support equal to 35% of his prior year's income, less child support. The agreement stated that support would continue until Troy retired from dentistry, with a five-year minimum, and characterized the support provision as integral to the property settlement. After the divorce, Halya sought enforcement because Troy appeared likely to retire or attend medical school, and the superior court concluded that he had to pay support based on his dental income for a minimum of five years.

## PROCEDURAL HISTORY

The parties entered a settlement agreement during their divorce proceedings, and the superior court incorporated it into the divorce decree. Halya later moved to enforce the agreement, arguing that Troy's planned retirement from dentistry could not reduce the spousal support required during the agreement's five-year minimum period. After interpreting the agreement to require support based on Troy's dental income for at least five years, the superior court's decision was appealed. The Alaska Supreme Court affirmed.

## DISPOSITION

affirmed

#### CASES CITED

- Williams v. Crawford, 982 P.2d 250, 253 (Alaska 1999)
- Wahl v. Wahl, 945 P.2d 1229, 1231 n. 2, 1232 n. 3 (Alaska 1997)
- Knutson v. Knutson, 973 P.2d 596, 600 (Alaska 1999)
- Dixon v. Dixon, 747 P.2d 1169, 1173 (Alaska 1987)

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