

SUPREME COURT OF VERMONT

Brinckerhoff v. Brinckerhoff

179 Vt. 532 (2005) · Decided July 15, 2005

SUMMARY

The Vermont Supreme Court affirmed family court orders confirming an arbitration award distributing the marital estate and awarding spousal maintenance in a divorce proceeding. The court held that the husband failed to show that the arbitrators exceeded their authority, violated due process or equal protection, or committed a statutory basis for modifying or vacating the award.

CASE DETAILS

COURT	Supreme Court of Vermont
WRITING FOR THE COURT	Alden T. Bryan, Superior Judge (Ret.); Christopher L. Davis, Esq.; Susan M. Murray, Esq.
JURISDICTION	Vermont
DECIDED	July 15, 2005
DISPOSITION	affirmed
PROCEDURAL POSTURE	Husband appealed family court orders confirming an arbitration award distributing the marital estate and awarding spousal maintenance, and denying his motions to modify, amend, or obtain relief from the judgment.
STANDARD OF REVIEW	Review of an arbitration award is narrowly limited. The court must confirm the award unless statutory grounds exist for vacating or modifying it or the parties were denied due process; courts may not reweigh the evidence or review the merits for factual or legal error. A claim that arbitrators exceeded their authority must be supported by evidence clearly demonstrating that the arbitrators exceeded the authority conferred by the parties, with doubts resolved in favor of arbitration coverage.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Husband v. Wife

TOPICS

- family law procedure
- arbitration
- spousal support
- equitable distribution
- appellate procedure

PRACTICE AREAS

family law

arbitration

appellate procedure

civil procedure

QUESTIONS PRESENTED

1. Whether the arbitrators exceeded their authority by considering marital fault in dividing the marital estate.
2. Whether the arbitration agreement limited the arbitrators to evidence presented on the first hearing day or to the parties' specific maintenance and property-division proposals.
3. Whether the arbitrators' property division and spousal-maintenance award constituted an impermissible attackable merits determination rather than a statutory ground for vacatur or modification.
4. Whether the arbitrators erred by treating certain assets as deferred compensation rather than retirement accounts and by declining to apply a coverture fraction.
5. Whether the family court properly denied husband's motions to amend the judgment or obtain relief based on changed circumstances or newly discovered evidence.
6. Whether the arbitrators' treatment of inheritances and investment accounts violated husband's due process or equal protection rights.

HOLDINGS

1. The arbitrators did not exceed their authority by considering fault because the agreement required them to follow Vermont law, and Vermont law permits consideration of the parties' respective merits, including fault, in dividing marital property.
2. The evidence concerning husband's extramarital affairs was within the scope of the arbitration agreement because the agreement did not require all issues or evidence to be presented on the first day and expressly permitted presentation of evidence and argument on the third day.
3. The award of maintenance until wife reached age sixty-five did not exceed the arbitrators' authority merely because wife had requested maintenance for fifteen years or until age sixty.
4. Claims that the arbitrators disregarded evidence, mischaracterized assets, or made errors of fact or law were impermissible attacks on the merits and did not establish a statutory basis for vacating or modifying the award.
5. The family court properly denied relief under V.R.C.P. 59(e) and 60(b) because the asserted stock-market changes and health deterioration did not constitute newly discovered evidence warranting modification of the final property division.

KEY QUOTATIONS

“Vermont has a strong tradition of upholding arbitration awards whenever possible.” (179 Vt. at 533)

“The court may “not reweigh the evidence presented to the arbitrator or subject the merits of the controversy to judicial review.”” (179 Vt. at 533)

“Rather, the court must confirm an award unless “there exist statutory grounds for vacating or modifying” it, or the parties were denied due process.” (179 Vt. at 533-534)

FACTUAL BACKGROUND

The parties were married in 1975 and accumulated approximately \$4 million in combined wealth, including investment and retirement accounts and inherited property. Wife was principally a homemaker, while husband worked as a broker and earned substantial income. Under their 2001 mediation/arbitration agreement, a three-member panel considered evidence concerning the parties' finances, inheritances, and marital circumstances, then awarded wife spousal maintenance and sixty percent of the marital assets.

PROCEDURAL HISTORY

Wife commenced a divorce action in 2000, and the parties agreed in April 2001 to submit property division and spousal maintenance to mediation and arbitration. The arbitrators awarded wife spousal maintenance and sixty percent of the marital assets; after multiple motions by husband to modify or vacate, the family court confirmed the final award and denied further post-judgment relief. The Supreme Court of Vermont affirmed.

DISPOSITION

affirmed

CASES CITED

- R.E. Bean Constr. Co. v. Middlebury Assocs., 139 Vt. 200, 204, 428 A.2d 306, 309 (1980)
- Springfield Teachers Ass'n v. Springfield Sch. Dirs., 167 Vt. 180, 183-84, 705 A.2d 541, 543-44 (1997)
- Matzen Constr., Inc. v. Leander Anderson Corp., 152 Vt. 174, 177, 565 A.2d 1320, 1322 (1989)
- In re Robinson/Keir P'ship, 154 Vt. 50, 55, 573 A.2d 1188, 1191 (1990)
- Weaver v. Weaver, 173 Vt. 512, 513, 790 A.2d 1125, 1127 (2001) (mem.)
- Lewis v. Lewis, 149 Vt. 19, 22-24, 538 A.2d 170, 172-73 (1987)
- Silverman v. Benmor Coats, Inc., 461 N.E.2d 1261, 1266 (N.Y. 1984)
- Johnson v. Johnson, 158 Vt. 160, 163, 605 A.2d 857, 859 (1992)
- Valyou v. Estate of Valyou, 162 Vt. 640, 640, 653 A.2d 764, 765 (1994) (mem.)
- Viskup v. Viskup, 149 Vt. 89, 90, 539 A.2d 554, 555-56 (1987)
- Hayden v. Hayden, 2003 VT 97, ¶ 11, 176 Vt. 52, 838 A.2d 59
- Joder Bldg. Corp. v. Lewis, 153 Vt. 115, 119-20, 569 A.2d 471, 473-74 (1989)