

SUPREME COURT OF GEORGIA

Carlos v. Lane, 275 Ga. 674

571 S.E.2d 736 (2002) · No. No. S02A1333 · Decided October 28, 2002

SUMMARY

The Supreme Court of Georgia held that a divorce settlement agreement validly waived the obligor's statutory right to seek modification of alimony based on the former spouse's voluntary cohabitation in a meretricious relationship under OCGA § 19-6-19(b). The court concluded that the agreement's reference to OCGA § 19-6-19 et seq. unambiguously waived modification rights under all subsections of the statute and affirmed dismissal of the modification petition. Three justices dissented.

CASE DETAILS

COURT	Supreme Court of Georgia
WRITING FOR THE COURT	Hunstein, Justice; Fletcher, Chief Justice; Sears, Presiding Justice; Carley, Justice
JURISDICTION	Georgia
DECIDED	October 28, 2002
DOCKET	No. S02A1333
DISPOSITION	affirmed
PROCEDURAL POSTURE	Discretionary appeal from an order granting judgment on the pleadings and dismissing a petition to modify alimony.
STANDARD OF REVIEW	The court reviewed the interpretation of the settlement agreement and the trial court's judgment on the pleadings; the opinion states that plain and unambiguous contractual language is construed according to the parties' intent without resort to further construction.
PRECEDENTIAL VALUE	Published Georgia Supreme Court opinion; precedential.
PARTIES	Chris Carlos v. Vivian Lane

TOPICS

- alimony
- spousal support
- contract interpretation
- statutory interpretation
- appellate procedure

PRACTICE AREAS

- family law
- contracts
- appellate procedure

QUESTIONS PRESENTED

1. Whether the settlement agreement clearly and unambiguously waived Carlos's statutory right under OCGA § 19-6-19(b) to seek modification of alimony based on the former spouse's voluntary cohabitation in a meretricious relationship.
2. Whether the trial court properly granted judgment on the pleadings and dismissed Carlos's modification petition.

HOLDINGS

1. A settlement agreement that clearly waives the parties' statutory rights to future alimony modification and expressly refers to OCGA § 19-6-19 et seq. waives the right to seek modification under every subsection of that statute, including subsection (b).
2. The trial court correctly granted judgment on the pleadings and dismissed Carlos's petition because the agreement validly waived the asserted modification right.

KEY QUOTATIONS

“When parties make an express reference to an entire statute by employing “et seq.,” that language is sufficiently specific to constitute a relinquishment of the right to seek revision of alimony obligations under any subsection of the cited statute.” (275 Ga. 676; 571 S.E.2d 738)

“Therefore, in light of the unambiguous nature of the waiver paragraph, we conclude that the trial court did not err in giving effect to the intent of the parties.” (275 Ga. 677; 571 S.E.2d 739)

FACTUAL BACKGROUND

Two days before their January 1, 1998 marriage, Chris Carlos and Vivian Lane entered into a premarital agreement under which Carlos obligated himself to pay alimony. Their 2000 divorce decree incorporated a settlement agreement requiring Carlos to make monthly alimony payments for 60 months, terminable upon Lane's remarriage. The agreement waived the parties' statutory rights to future alimony modifications based on changes in income or financial status and stated that the waived rights included those under OCGA § 19-6-19 et seq. In 2001, Carlos sought modification under subsection (b), alleging Lane was voluntarily cohabiting with a third party in a meretricious relationship.

PROCEDURAL HISTORY

After the parties' divorce decree incorporated a settlement agreement containing an alimony-modification waiver, Carlos petitioned under OCGA § 19-6-19(b) to modify alimony based on Lane's alleged voluntary cohabitation in a meretricious relationship. The trial court granted judgment on the pleadings and dismissed the petition, concluding that Carlos had waived the statutory modification right. The Supreme Court of Georgia granted discretionary review and affirmed.

DISPOSITION

affirmed

CASES CITED

- Varn v. Varn, 242 Ga. 309, 248 S.E.2d 667 (1978)
- Ashworth v. Busby, 272 Ga. 228, 526 S.E.2d 570 (2000)
- McAbee Constr. Co. v. Ga. Kraft Co., 178 Ga. App. 496, 343 S.E.2d 513 (1986)
- Schwartz v. Schwartz, 256 Ga. 102, 344 S.E.2d 423 (1986)
- Geraghty v. Geraghty, 259 Ga. 525, 385 S.E.2d 85 (1989)
- Daniel v. Daniel, 250 Ga. 849, 301 S.E.2d 643 (1983)
- Cannon v. Cannon, 270 Ga. 640, 514 S.E.2d 204 (1999)
- Beard v. Beard, 250 Ga. 449, 298 S.E.2d 495 (1983)
- Nelson v. Mixon, 265 Ga. 441, 457 S.E.2d 669 (1995)
- Hathcock v. Hathcock, 246 Ga. 233, 271 S.E.2d 147 (1980)
- Law v. Cheek-Law, 258 Ga. 190, 366 S.E.2d 680 (1988)

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