

SUPREME COURT OF ALASKA

Kendre Jones v. Vieanna Jones

Jones v. Jones, No. 7586 (Alaska Mar. 4, 2022) · No. Supreme Court No. S-17977; Superior Court No. 3AN-18-07745 CI; Opinion No. 7586 · Decided March 4, 2022

SUMMARY

The Alaska Supreme Court held that federal law does not prevent enforcement of a negotiated property-settlement provision requiring a former husband to pay his former wife \$1,200 per month if his military retirement benefits are reduced or replaced by disability benefits. The court affirmed the superior court’s order requiring payment of the monthly amount and \$16,800 in arrears. It also rejected arguments based on the law of the case, unconscionability, and laches.

CASE DETAILS

COURT	Supreme Court of Alaska
WRITING FOR THE COURT	Justice Borghesan; Chief Justice Winfree; Justice Maassen
JURISDICTION	Alaska
DECIDED	March 4, 2022
DOCKET	Supreme Court No. S-17977; Superior Court No. 3AN-18-07745 CI; Opinion No. 7586
DISPOSITION	affirmed
PROCEDURAL POSTURE	Kendre Jones appealed the superior court's order enforcing a property settlement agreement and its indemnity provision after his military retirement benefits were converted to veterans' disability benefits.
STANDARD OF REVIEW	Property settlement agreements are construed under basic contract principles, and contract interpretation and whether the trial court applied the correct legal rule, including consistency with federal law, are reviewed de novo. Application of the law of the case doctrine is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	published opinion
PARTIES	Kendre Jones v. Vieanna Jones

TOPICS

- military law
- dissolution of marriage
- contracts
- contract interpretation
- appellate procedure

PRACTICE AREAS

family law

military law

contracts

appellate procedure

QUESTIONS PRESENTED

1. Whether the indemnity provision unambiguously required Kendre to pay Vieanna \$1,200 per month after his military retirement benefits were converted to disability benefits.
2. Whether federal law, including *Mansell v. Mansell* and *Howell v. Howell*, prohibited enforcement of the negotiated indemnity provision.
3. Whether the superior court violated the law of the case doctrine by enforcing the agreement after initially denying Vieanna's motion to enforce.
4. Whether enforcing the indemnity provision was unconscionable.
5. Whether Kendre waived his laches argument by failing to raise it below and whether the superior court relied on an unpled legal theory.

HOLDINGS

1. The indemnity provision was unambiguous and applied when Kendre received an award of disability compensation that reduced Vieanna's \$1,200 monthly payment. The provision required Kendre to indemnify Vieanna for the reduction.
2. Federal law does not preclude enforcing one spouse's negotiated promise to pay the other a fixed monthly sum, even when the funds used to make the payment are military disability benefits.
3. The superior court did not abuse its discretion by revisiting enforcement of the agreement because doing so corrected a clear error constituting a manifest injustice.
4. Enforcing the indemnity provision was not unconscionable based on Kendre's disability, alleged lack of understanding, or changed financial circumstances.
5. Kendre waived his laches argument by failing to raise it in the superior court, and the superior court did not decide the case on an unpled legal theory because Vieanna's filings expressly sought enforcement of the indemnity provision.

KEY QUOTATIONS

"We affirm, holding that federal law does not preclude enforcing one spouse's promise to pay another a sum of money each month even if the source of the money is military disability pay." (1)

"Although Howell makes clear that state courts cannot simply order a military spouse who elects disability pay to reimburse or indemnify the other on a dollar for dollar basis, Howell does not preclude one spouse from agreeing to indemnify the other as part of a negotiated property settlement." (10)

"The superior court did not divide Kendre's disability pay. It merely required him to keep the terms of his promise: to indemnify Vieanna should he take any action that caused her to receive less than \$1,200 per month from his military retirement pay." (10)

FACTUAL BACKGROUND

Kendre and Vieanna Jones married in 1993, separated in 2018, and reached a mediated agreement dividing their marital property. The agreement awarded Vieanna \$1,200 per month from the non-disability portion of Kendre's military retirement and required Kendre to make direct payments sufficient to neutralize any reduction caused by disability compensation, waiver, or other action. After Kendre began receiving 100% veterans' disability benefits instead of retirement benefits, Vieanna's monthly payments stopped. The superior court enforced the indemnity provision and ordered continuing monthly payments and arrears.

PROCEDURAL HISTORY

The parties divorced in 2018 after entering a mediated property settlement agreement awarding Vieanna \$1,200 per month from Kendre's non-disability military retirement pay. The agreement required Kendre to indemnify Vieanna if his actions reduced her payments. After the payments stopped following Kendre's conversion to disability pay, Vieanna moved to enforce the agreement. The superior court initially indicated that federal law prevented enforcement and treated the matter as potentially warranting Civil Rule 60(b) relief. After Vieanna filed a Rule 60(b) motion, the court concluded that the agreement itself required indemnification, ordered Kendre to pay \$1,200 per month and \$16,800 in arrears with interest, and denied reconsideration.

DISPOSITION

affirmed

CASES CITED

- Guerrero v. Guerrero, 362 P.3d 432, 437, 440-45 (Alaska 2015)
- Glover v. Ranney, 314 P.3d 535, 539 (Alaska 2013)
- Howell v. Howell, 137 S. Ct. 1400, 1405-06 (2017)
- Mansell v. Mansell, 490 U.S. 581, 583, 594-95 (1989)
- Clauson v. Clauson, 831 P.2d 1257, 1262, 1264 (Alaska 1992)
- Young v. Lowery, 221 P.3d 1006, 1012 (Alaska 2009)
- Gross v. Wilson, 424 P.3d 390, 394, 400-01 (Alaska 2018)
- Hallam v. Holland Am. Line, Inc., 180 P.3d 955, 958 (Alaska 2008)
- Robert A. v. Tatiana D., 474 P.3d 651, 654-55 (Alaska 2020)
- State, Com. Fisheries Entry Comm'n v. Carlson, 270 P.3d 755, 760 (Alaska 2012)
- Farrell ex rel. Farrell v. Dome Labs., a Div. of Miles Labs., Inc., 650 P.2d 380, 383 (Alaska 1982)
- Askinuk Corp. v. Lower Yukon School District, 214 P.3d 259, 268 (Alaska 2009)
- Vockner v. Erickson, 712 P.2d 379, 382 (Alaska 1986)
- OK Lumber Co. v. Alaska R.R., 123 P.3d 1076, 1081 n.17 (Alaska 2005)
- Brandon v. Corr. Corp. of Am., 28 P.3d 269, 280 (Alaska 2001)
- B.B. v. D.D., 18 P.3d 1210, 1214 (Alaska 2001)
- Mullen v. Christiansen, 642 P.2d 1345, 1350 (Alaska 1982)

- State v. First Nat'l Bank of Anchorage, 660 P.2d 406, 423 (Alaska 1982)
- Guin v. Ha, 591 P.2d 1281, 1291 (Alaska 1979)
- Arizona v. Tohono O'odham Nation, 818 F.3d 549, 562 (9th Cir. 2016)
- Sessions, Inc. v. Morton, 491 F.2d 854, 857 (9th Cir. 1974)

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