SUPREME COURT OF ARKANSAS

Simon Pockrus v. Kristy Pockrus (Now Savold)

2026 Ark. 86 · No. CV-24-577 · Decided April 23, 2026

SUMMARY

This document is a dissenting opinion from the denial of a petition for review in a dispute arising from a divorce settlement. The dissent argues that a claim for breach of an agreement to divide retirement and bank accounts accrued when the assets were not divided within a reasonable time, rather than when the breach was later discovered. It concludes that the five-year statute of limitations barred the claim.

CASE DETAILS

COURT	Supreme Court of Arkansas
WRITING FOR THE COURT	Nicholas J. Bronni
JURISDICTION	Supreme Court of Arkansas
DECIDED	April 23, 2026
DOCKET	CV-24-577
DISPOSITION	writ_denied
PROCEDURAL POSTURE	Dissenting opinion from denial of a petition for review of an Arkansas Court of Appeals decision holding that the appellee's breach-of-contract complaint was timely.
PRECEDENTIAL VALUE	Dissenting opinion; no binding majority holding in this document
PARTIES	Simon Pockrus v. Kristy Pockrus (Now Savold)

TOPICS

divorce · breach of contract · statute of limitations · appellate procedure · family law procedure

PRACTICE AREAS

family law · contracts · appellate procedure · statute of limitations

QUESTIONS PRESENTED

1. Whether a breach of a divorce-settlement agreement requiring division of assets occurs, and the statute of limitations begins to run, when the obligated party fails to perform within a reasonable time despite

the absence of a specified performance deadline.
2. Whether the appellee's breach-of-contract claim was barred by the applicable five-year statute of limitations.

HOLDINGS

1. In the dissent's view, when a contract does not specify a time for performance, the law requires performance within a reasonable time; failure to perform within that reasonable time constitutes the breach and starts the statute-of-limitations period.

KEY QUOTATIONS

> *"when parties don't specify a timeline for the performance of an act, "the law implies that [the act] must be performed within a reasonable time.""* (at 2)

FACTUAL BACKGROUND

As part of their divorce settlement, Simon Pockrus and Kristy Pockrus agreed to divide equally their 401(k), profit-sharing, retirement, and other bank accounts. Simon allegedly failed to perform that obligation. Kristy waited approximately eight years before filing suit, contending that the limitations period did not begin until she discovered the breach and Simon refused to transfer certain retirement funds.

PROCEDURAL HISTORY

The parties' divorce settlement required them to divide certain retirement and bank accounts equally. Kristy Pockrus sued approximately eight years later, asserting that her claim accrued when she discovered the alleged breach and Simon Pockrus refused to transfer certain retirement funds. The Arkansas Court of Appeals held that the complaint was timely, and Justice Bronni dissented from the Arkansas Supreme Court's denial of the petition for review.

DISPOSITION

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writ_denied
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CASES CITED

- Excelsior Mining Co. v. Willson, 206 Ark. 1029, 1031, 178 S.W.2d 252, 254 (1944)
- Pockrus v. Pockrus, 2026 Ark. App. 31, at 7 (Hixson, J., dissenting)

OPINION

PER CURIAM.

Cite as 2026 Ark. 85 SUPREME COURT OF ARKANSAS No. CV-24-577 Opinion Delivered: April 23, 2026 SIMON POCKRUS APPELLANT DISSENTING OPINION FROM DENIAL OF PETITION FOR REVIEW. V. KRISTY POCKRUS (NOW SAVOLD) APPELLEE NICHOLAS J. BRONNI, Associate Justice This isn't a complex case.

As part of their divorce settlement, Simon Pockrus and Kristy Pockrus agreed to “divide 50/50 any 401k, profit sharing, retirement and any other bank accounts.” Simon didn’t do that, and had Kristy sued for breach of contract within the applicable five-year statute of limitations period, that would have been the end of the matter. Kristy didn’t do that. She waited eight years, insisting the limitations period didn’t start running until she discovered the breach and Simon refused to transfer certain retirement funds.

The court of appeals agreed and found her complaint timely. That’s wrong, and I’d grant the petition to make that clear. To be sure, as the court of appeals noted, the divorce settlement doesn’t specify a deadline for divvying up assets. But every first-year law student knows that when parties don’t specify a timeline for the performance of an act, “the law implies that [the act] must be performed within a reasonable time.” Excelsior Mining Co. v. Willson, 206 Ark.

1029, 1031, 178 S.W.2d 252, 254 (1944). Under that rule, Kristy didn’t get to wait nearly a decade to pursue her claims. On the contrary, as the court of appeals dissent explained, the breach occurred, her claim accrued, and the statute of limitations clock started running when Simon failed to divide the account within a reasonable time. Pockrus v. Pockrus, 2026 Ark.

App. 31, at 7 (Hixson, J., dissenting). That is the law, and I respectfully dissent from the majority’s decision not to make that clear. 2