

ROBERT E. ROBERGE

v.

DEBORAH ROBERGE

Submitted on Briefs February 24, 2011

Decided April 7, 2011

Panel: ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Robert E. Roberge appeals from the judgment of the District Court (Springvale, *Cantara, J.*) granting the parties' divorce, dividing marital property, and imposing obligations to pay Deborah Roberge spousal support, provide her health insurance, and pay towards her attorney fees. On appeal, Robert contends that the court erred in: (1) enforcing and interpreting a settlement agreement that, he contends, was never agreed to; (2) awarding spousal support in this five-year marriage; (3) identifying and dividing marital property in a manner that was not fair and just; and (4) awarding Deborah a portion of his thrift savings account without setting off funds that he paid for Deborah's benefit, including substantial payments for her daughter's college education.

On appeal, each party is represented by different counsel than represented that party at trial. The record reflects that the parties appeared before the court in August 2009 and placed on the record a settlement agreement regarding most issues in the divorce, including Robert's obligation to pay spousal support for eighteen months and to provide and pay for health insurance for Deborah for as long as necessary. The parties were unable to agree on a final order to reflect the settlement agreement. Accordingly, the court convened a second hearing in May 2010. At the start of the hearing, the court and the parties indicated agreement that

the purpose of the hearing was not to adjudicate the entire divorce, but only to interpret the settlement agreement to which the parties had agreed and to address a few economic and property issues omitted during the discussion of the settlement agreement at the August 2009 hearing. Thus, at the start of the hearing, the court played the recording of the recited settlement agreement from the August 2009 hearing. Though given the opportunity to do so, neither party indicated that the August 2009 settlement agreement was invalid or that the recitation did not reflect the parties' agreement. *See Page v. Page*, 671 A.2d 956, 958 (Me. 1996).

The court then proceeded to hear evidence regarding the issues from the settlement agreement that the parties had indicated needed to be clarified and evidence regarding certain economic and property matters that had been omitted from the settlement agreement. At the conclusion of the hearing, the court indicated how it would clarify the agreement and resolve the matters omitted from the settlement agreement and then directed counsel to prepare an order to implement the court's direction. The judgment was entered in June 2010. The court denied Robert's motion for reconsideration. Neither party requested findings of fact pursuant to M.R. Civ. P. 52(a).

On review of a judgment issued after a non-jury trial when specific findings are not required by statute and there has been no request for findings of fact pursuant to M.R. Civ. P. 52(a), we will infer that the trial court found all the facts necessary to support its judgment, if those inferred findings are supported by the evidence in the record. *Sutherland v. Morrill*, 2008 ME 6, ¶¶ 4-5, 940 A.2d 192, 193; *Lyons v. Baptist Sch. of Christian Training*, 2002 ME 137, ¶ 13, 804 A.2d 364, 369. Here, the record reflects that the parties accepted the original settlement agreement and agreed that the purpose of the hearing was not to adjudicate the divorce anew, but rather to clarify some points addressed in the settlement agreement and to decide a few economic and property issues that had been omitted from consideration in the settlement agreement.

The commitments to pay spousal support and provide health insurance were among those issues that were addressed by agreement in the original settlement agreement and required only clarification by the court. Accordingly, the court did not err in entering judgment in reliance on representations by both parties and their counsel that they were in agreement about those issues to which they had demonstrated their consent by placing their oral stipulation regarding the settlement on the record. *See Dewhurst v. Dewhurst*, 2010 ME 99, ¶ 11, 5 A.3d 23, 26.

Reviewing the record in its entirety, it also appears that, considering the original settlement agreement, the court did not err or abuse its discretion in dividing the marital property or allocating marital debt. *See Catlett v. Catlett*, 2009 ME 49, ¶¶ 34-35, 970 A.2d 287, 293-94; *Harmon v. Harmon*, 2009 ME 2, ¶ 9, 962 A.2d 959, 962. Further, the court did not err or abuse its discretion in awarding spousal support to Deborah and in finding a continuing obligation for Robert to pay for Deborah's health insurance. *See Murphy v. Murphy*, 2003 ME 17, ¶¶ 12-17, 816 A.2d 814, 818-19.

The entry is:

Judgment affirmed.

Attorneys for Robert Roberge:

Erin E. Berry, Esq.
Jonathan G. Mermin, Esq.
Preti, Flaherty, Beliveau & Pachios, LLP
One City Center
PO Box 9546
Portland, Maine 04112-9546

Attorneys for Deborah Roberge:

Travis M. Brennan, Esq.
Leonard M. Gulino, Esq.
Bernstein, Shur, Sawyer & Nelson
100 Middle Street
PO Box 9729
Portland, Maine 04104-5029