

**IN THE CIRCUIT COURT OF SAINT LOUIS COUNTY  
STATE OF MISSOURI**

**S. F. L.,**

Petitioner,

v.

**P. W. L.,**

Respondent.

Cause No. 2199FC-xxxxx-02

Division 35

**FULL AND FINAL JUDGMENT AS TO THE ISSUE OF  
RESPONDENT’S OBLIGATION TO PAY CHILD SUPPORT BEYOND  
THE PARTIES’ CHILDREN ATTAINING THE AGE OF TWENTY-ONE**

Before the Court is “PETITIONER’S MOTION TO DETERMINE AMOUNTS DUE AND OWING” (hereinafter referred to as “the Motion”). The salient issue raised in the Motion, and disputed by the Parties, is whether two prior modification judgments relieved Respondent of his contractual obligation to pay child support beyond the statutory age of twenty-one as set forth in the Parties original consent judgment of dissolution. The Parties orally sought this Court’s position regarding this issue, and filed memoranda of law setting forth each Party’s respective position regarding same. The Court reviewed said memoranda, and for the reasons set forth *infra*, finds that the two prior modification judgment DO NOT relieve Respondent of his contractual obligation to pay child support beyond the statutory age of twenty-one.

The marriage of Petitioner S. F. L. (hereinafter referred to as “Mother”) and Respondent P. W. L. (hereinafter referred to as “Father”) was dissolved by a **consent** Judgment of Dissolution on May 4, 2000 (hereinafter referred to as “the 2000 Judgment”). The 2000 Judgment incorporated a consent separation agreement wherein the Parties agreed that Father would “continue to pay child support until the minor children turn [nineteen] in the event they do not attend college and will pay child support until the minor children turn [twenty-three] if they do attend a post-secondary educational institution.” On April 27, 2004 a modification judgment was entered (hereinafter referred to as “the 2004 Modification Judgment”) following a limited-issue trial on competing motions to modify. The Court, in the 2004 Modification

Judgment, incorporated an “Agreed Order” consented to by the Parties. The “Agreed Order” did not specifically modify or otherwise address the issue of Father’s obligation to pay child support beyond the statutory age of emancipation as agreed to by the Parties in the 2000 Judgment. Neither did the 2004 Modification Judgment. Further, the 2004 Modification Judgment provided “[i]n all other respects not specifically modified herein, the provisions of [the 2000 Judgment] shall be and remain in full force and effect.”

On May 24, 2016, another modification judgment was entered (hereinafter referred to as “the 2016 Modification Judgment”) following a trial again on competing motions to modify. Father’s motion to modify sought to terminate or alternatively to reduce Father’s maintenance obligation, and to reduce the amount of his child support obligation. Father’s underlying motion to modify specifically DID NOT seek a modification of the 2000 Judgment provision regarding Father’s obligation to pay child support beyond the statutory age of emancipation as agreed to by the Parties in the 2000 Judgment. Mother’s counter-motion to modify sought solely to increase Father’s maintenance obligation, and did not directly touch upon issues of child support.

In the 2016 Modification Judgment, the Court, *inter alia*, modified Father’s maintenance obligation, and modified the amount of child support to be by Father and to whom it should be paid. The 2016 Modification Judgment DID NOT specifically address the 2000 Judgment provision regarding Father’s obligation to pay child support beyond the statutory age of emancipation as agreed to by the Parties in the 2000 Judgment. Further, in the 2016 Modification Judgment the Court, stated, “[a]ll other provisions of [the 2000 Judgment], as modified by [the 2004 Modification Judgment], shall stay in full force and effect.”

Because:

A. the Parties specifically agreed in the 2000 Judgment that Father would continue to pay child support for each of the Parties’ minor children until each minor child attained the age of nineteen (in the event the minor child does not attend a post-secondary educational institution), or would continue to pay child support for each of the Parties’ minor children until the Parties’ minor children each attain the age of twenty-three in the event each attends a post-secondary educational institution; and

B. neither the 2004 Modification Judgment, nor the 2016 Modification Judgment, specifically modified said agreed-upon provision of the 2000 Judgment; and

C. both the 2004 Modification Judgment and the 2016 Modification state that unless specifically modified respectively therein, the terms of the 2000 Judgment were to remain in full force and effect,

the Court finds that said provision remains in full force and effect.

ACCORDINGLY IT HEREBY ORDERED, ADJUDGED, AND DECREED THAT to the extent that any of the Parties' minor children have not yet attained the age of nineteen, **OR** if any of the Parties' minor children have attained at least the age of nineteen, but have not yet attained the age of twenty-three, AND are attending a post-secondary educational institution, Father remains obligated to pay child support for such minor child.

SO ORDERED.

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JUDGE JOHN N. BORBONUS

Date: March 22, 2018