

HB 247 with HCA 1 -- SPOUSAL SUPPORT

SPONSOR: Meredith

COMMITTEE ACTION: Voted "Do Pass with Amendments" by the Standing Committee on Civil and Criminal Proceedings by a vote of 8 to 4.

This bill specifies that all maintenance orders must include a termination date of not more than five years from date of entry of the original order; except that, any maintenance obligation which is in arrearage at the scheduled termination date must not terminate until the obligor has repaid the arrearage in full. No additional obligation can accrue during the repayment of any arrearage.

Any maintenance obligation in effect on the effective date of these provisions and not in arrears may be automatically terminated six months after maintenance has been paid for five years or six months after the effective date of these provisions, whichever is later. The maintenance obligation of any payer of spousal support who is in arrears must not be terminated until the payer has repaid the entire arrearage in full, including the additional six months of maintenance required under these provisions. No additional obligation can accrue during the repayment of any arrearage.

Any payer who meets the requirements of these provisions may seek an automatic termination of his or her maintenance obligation by filing notice with the court of the payer's intent to terminate his or her maintenance obligation in accordance with these provisions and submitting evidence sufficient to establish that the payer's maintenance obligation is paid in full and not in arrears. The court must, without a hearing, verify whether the maintenance obligation is paid in full and not in arrears. Upon the verification, the court must automatically terminate the payer's maintenance obligation and notify the payee of the termination.

During any six-month period of continued maintenance payments or period of repayment of arrearages by a payer under these provisions, the court must not modify the existing order of maintenance.

Nothing in these provisions can be construed as invalidating or otherwise nullifying a termination date of any order of maintenance in existence on the effective date of these provisions which terminates a maintenance obligation in less than five years.

HCA 1: Allows the court to extend a maintenance obligation past the termination date when the spouse receiving maintenance is

physically or mentally incapacitated and insolvent

PROPONENTS: Supporters say that not putting a time limit on spousal maintenance gives the receiver a disincentive to work because as they work more or earn more money, courts will reduce or terminate their maintenance. Indefinite maintenance is a serious financial hardship for the payer and, ultimately, not fair.

Testifying for the bill were Representative Meredith; Michael Bettlach; David Dunavant; Rebecca Fehlig; Matt Padberg; and Lawrence Rosen.

OPPONENTS: Those who oppose the bill say that some receivers are totally dependent on their spouse due to reasons beyond their control. They are particularly vulnerable to the consequences of divorce. These individuals need to be protected and indefinite maintenance provides that protection. Banning indefinite maintenance will also put victims of domestic and sexual violence at risk because it will cut off court ordered maintenance to them.

Testifying against the bill were Missouri Coalition Against Domestic and Sexual Violence; Carla Holste; and Missouri Women's Network.