RENDERED: MARCH 21, 2008; 10:00 A.M.
NOT TO BE PUBLISHED

Commonwealth Of Kentucky

Court of Appeals

NO. 2007-CA-000498-MR

BECKY JO HARTELL — APPELLANT

v.

APPEAL FROM SHELBY CIRCUIT COURT
HONORABLE JOHN DAVID MYLES, JUDGE
ACTION NO. 01-CI-00068

ROY JOSEPH HARTELL — APPELLEE

OPINION
AFFIRMING

** ** ** ** **

BEFORE: KELLER, TAYLOR, AND VANMETER, JUDGES.

VANMETER, JUDGE: Appellant Becky Jo Hartell appeals from the Shelby Circuit Court's order awarding a sum to appellee Roy Joseph Hartell (Joe) for the reimbursement of medical expenses incurred on their daughter's behalf. For the reasons stated, we affirm.

The parties' 1995 dissolution decree incorporated by reference the terms of their settlement agreement, which provided in pertinent part as follows:

> Wife will keep the minor child on the health care plan provided through her employer. Any additional medical expenses for the child will be divided fifty/fifty (50/50) between Husband and Wife. The cost for all dental and/or orthodontal work for the child will be divided fifty/fifty (50/50) between Husband and Wife.

Becky subsequently became disabled and unemployed. The division of medical benefits was not addressed in the numerous postdissolution proceedings which followed.

In March 2006 the parties engaged in mediation to address various issues including child support. On June 16, 2006, the trial court entered the parties' agreed order which provided in part:

> 10. [Joe] currently provides all health care insurance coverage for the minor child through his place of employment. However, the parties agree that *all extraordinary medical, dental, orthodontia and prescription needs of the child*, and not paid by appropriate insurance, *shall be shared* by the parties *at a proportion to be determined by their respective annual gross incomes, after the entry of this Agreed Order*. Each party will provide to the other verification of their annual gross income to establish the required percentage to be paid by each party for medical expenditures. *Currently,* the estimated percentages to be paid by the parties is: *22% by [Becky]* ($970.00 per month) and *78% by [Joe]* ($3422.00 per month). [Joe] shall provide a copy of any insurance cards for the minor child.

(Emphasis added.) Joe subsequently filed a *pro se* motion seeking reimbursement of 50% of the child's medical expenses prior to the June order and 22% thereafter. More specifically, he sought one-half of the $3,400.58 incurred for preexisting medical and dental expenses, plus one-half of the $3,625.00 incurred for preexisting orthodontic expenses.

Both parties appeared *pro se* during a November 1, 2006, hearing before a Domestic Relations Commissioner (DRC), who recommended that Becky should pay Joe

22% of the child's preexisting medical, dental and orthodontic expenses. Becky filed exceptions, claiming in part that neither party had sought to apply the 22% figure to the preexisting expenses. She asserted that she instead had consistently argued that the parties' agreement absolved her from any liability for preexisting expenses, while Joe had argued that Becky continued to be liable for 50% of the preexisting expenses. Becky requested the court to find that she was not responsible for any portion of the preexisting expenses. The court overruled the exceptions and entered a judgment against Becky in the amount of $1325.63, representing 22% of the expenses which preexisted the agreed order. This *pro se* appeal followed. Joe did not file a brief in response.

Becky's sole contention on appeal is that the trial court erred by interpreting the June 2006 agreed order as requiring her to pay a portion of the preexisting medical expenses. Joe filed no brief in response. For the reasons stated, we affirm.

As a settlement agreement is a type of contract, it is governed by contract law. *Frear v. P.T.A. Indus., Inc.,* 103 S.W.3d 99, 105 (Ky. 2003); *Ford v. Ratliff,* 183 S.W.3d 199, 202 (Ky.App. 2006). Thus, a court may not interpret a settlement agreement unless it first determines that the agreement is ambiguous or capable of more than one interpretation. *Central Bank & Trust Co. v. Kincaid,* 617 S.W.2d 32, 33 (Ky. 1981); *Ford,* 183 S.W.3d at 202. Absent ambiguity, the parties' intentions must be discerned from the four corners of the document, and extrinsic evidence may not be considered. *Baker v. Coombs*, 219 S.W.3d 204, 207 (Ky.App. 2007); *Cantrell Supply, Inc. v. Liberty Mut. Ins. Co.,* 94 S.W.3d 381, 385 (Ky.App. 2002). Since the interpretation of a contract

is a question of law, appellate review of a trial court's interpretation is conducted *de novo.* *Baker,* 219 S.W.3d at 207; *Cantrell,* 94 S.W.3d at 385.

Here, the parties' 1995 settlement agreement specifically provided for their equal division of the child's medical expenses, including orthodontics. The 2006 agreed order provided that the parties would share the child's uninsured medical, dental, orthodontic and prescription expenses "at a proportion to be determined by their respective annual gross incomes, after the entry of this Agreed Order." Despite Becky's claims, nothing in the agreed order's four corners purports to address or set aside the parties' preexisting agreement or respective liabilities for the equal division of medical expenses. Thus, there is no merit to Becky's argument on appeal that the trial court erred by requiring her to pay a portion of the child's preexisting medical expenses.

Although the argument might be made that the court erred by ordering Becky to pay only 22% of the preexisting medical expenses, rather than the 50% contemplated by the 1995 settlement agreement, Joe has not cross-appealed from the lesser award. We therefore shall not address whether the court erred by failing to award the greater amount.

The court's order is affirmed.

ALL CONCUR.

BRIEF FOR APPELLANT:

Becky Jo Hartell, *Pro se*
Shelbyville, Kentucky

No Brief for Appellee