



ORIGINAL

NOT FOR OFFICIAL PUBLICATION

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION IV

FILED
COURT OF CIVIL APPEALS
STATE OF OKLAHOMA

FEB 23 2024

JOHN D. HADDEN
CLERK

IN RE THE MARRIAGE OF:

ROBIN G. TALLEY,

Petitioner/Appellee,

vs.

RONELL J. TALLEY,

Respondent/Appellant.

Rec'd (date)	2-23-24
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Case No. 120,606

APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE MARTHA M. OAKES, SPECIAL JUDGE

AFFIRMED

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For Petitioner/Appellee

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For Respondent/Appellant

OPINION BY GREGORY C. BLACKWELL, PRESIDING JUDGE:

Ronnell Talley appeals the trial court's grant of her ex-husband's, appellee Robin Talley's, motion to dismiss. Ronell argues that she is entitled to enforcement of a \$60,000 property judgment contained in the parties' 2011 divorce decree. Upon review, we affirm the court's order and agree that Ronell's

claim to compel enforcement of the judgment is barred by the applicable statute of limitations.

The relevant facts are not in dispute. Ronnell and Robin Talley were divorced on February 15, 2011. Their agreed divorce decree, entered that same day, provided that Robin was to pay Ronnell \$60,000 as “property division alimony.” According to the agreement, Robin had the option to pay Ronnell the \$60,000 “all at once, or pay as money becomes available, in whatever amounts are feasible until the total amount is satisfied, at zero percent interest.” R. at 14. However, the agreement also stated that the money must be paid “within five (5) years of the entry” of the decree. The decree was also entered on February 15, 2011, but Robin never made any payments.¹

On May 6, 2022, Ronnell filed a motion to compel payment of the \$60,000 property award. Robin moved to dismiss, arguing (among other arguments) that collection was prohibited by the applicable statute of limitations. After hearing argument, the court sustained the motion to dismiss. Ronnell appeals. Our review is *de novo*. *Miller v. Miller*, 1998 OK 24, ¶ 15, 956 P.2d 887, 894.

Ronnell argues that the trial court erred in finding that either the dormancy statute or a statute of limitations barred her post-decree collection efforts. Specifically, she argues that property division judgments in divorce decrees have unique statutory protection. She contends that, under 43 O.S. § 134(A), payments pertaining to division of property are “irrevocable and not

¹ Robin was also ordered to pay support alimony at \$1,200 a month for 36 months. Robin successfully made all support alimony payments.

subject to subsequent modification by the court making the award.” Ronnell asserts that the court’s granting of the motion to dismiss constituted an improper post-decree revocation or modification of the property division. Upon review, we find that Robin, in filing his motion to dismiss, sought neither to revoke the property division nor to modify the decree. Time limits that apply to the enforceability of a judgment or agreement are distinguishable from the question of when a judgment may be revoked or modified. The issue in the present case is whether the property division award of \$60,000 is still enforceable even though Ronnell waited eleven years from the date the decree was filed to seek enforcement. We find that it is not.

“The right to enforce periodic payments of property division, pursuant to a divorce decree, accrues on each payment when it is due, and the statute of limitations begins to run on each installment from the time fixed for its payment.” *Dilbeck v. Dilbeck*, 2012 OK 1, ¶ 8, 273 P.3d 40, 42. The five-year statute of limitations of 12 O.S § 95(A)(1) is applicable. *Id.* ¶ 9.

The agreement in question did not include any payment schedule. Rather, it provided that Robin could pay the sum “all at once” or as “money becomes available, in whatever amounts are feasible” However, it was clear that full payment must be made within five years. Hence, the right to enforce the payment of property division in the present case accrued when the unpaid amount became due on February 15, 2016. The five-year limitation period began running on that date. See *MBA Commercial Const., Inc. v. Roy J. Hannaford Co., Inc.*, 1991 OK 87, ¶ 13, 818 P.2d 469, 473 (“[A] cause of action accrues when a litigant first could

have maintained his action to a successful conclusion.”). Thus, Ronnell had through February 15, 2021, to bring an enforcement action. Because she waited until May 6, 2022, the trial court properly granted Robin’s motion to dismiss.²

AFFIRMED.

HIXON, J., and HUBER, P.J., concur.

February 23, 2024

² Robin also argues that the dismissal should be affirmed because the judgment was not renewed pursuant to 12 O.S. § 735. Because we find the statute of limitations is a complete defense to Ronnell’s collection efforts, we decline to address this argument.