

IN THE COURT OF APPEALS OF IOWA

No. 1-333 / 10-1599
Filed July 13, 2011

**IN RE THE MARRIAGE OF
DANIEL RAY PECK
AND KELLY JO PECK**

**Upon the Petition of
DANIEL RAY PECK,**
Petitioner-Appellant,

**And Concerning
KELLY JO PECK,**
Respondent-Appellee.

Appeal from the Iowa District Court for Lee County, Michael J. Schilling,
Judge.

Daniel Peck appeals from the spousal support portion of the decree
dissolving his marriage to Kelly Peck. **AFFIRMED.**

Curtis Dial of Law Office of Curtis Dial, Keokuk, for appellant.

Thomas T. Skewes of Johnson & Skewes, Fort Madison, for appellee.

Considered by Vogel, P.J., Vaitheswaran, J., and Mahan, S.J.*

*Senior judge assigned by order pursuant to Iowa Code section 602.9206 (2011).

VAITHESWARAN, J.

Daniel and Kelly Peck, both forty-six years old at the time of trial, married when they were nineteen and divorced twenty-seven years later. As part of the dissolution decree, the district court ordered Daniel to pay Kelly spousal support of \$525 per month until either party dies, Kelly remarries, or Daniel turns sixty-six. The district court explained its rationale for the award as follows:

The Court struggled with the concept that Daniel could pay traditional alimony to Kelly for a period of time close to the length of the parties' marriage. This is so because the parties were married at a young age. In the end, the Court determined that traditional alimony, rather than some other form, was appropriate because of the large disparity in the parties' earnings; the Court's belief that Kelly is at or near top pay for a person with her educational background, work record, her experience and training; Kelly's need for financial assistance to enjoy a lifestyle similar [to] but not better than what she enjoyed during the marriage; and the Court's strong belief that she is not likely to be able to obtain more education or a higher paying job during the balance of her work life.

On appeal, Daniel takes issue with the amount and duration of the award. He seeks a reduction of \$225 per month or a termination of the award in ten years. On our de novo review of the record, we are not persuaded a reduction or earlier termination is warranted.

Daniel earned \$47,000 in gross wages annually. By his own admission, he possessed "[v]ery" specialized skills repairing machines. His prospect of increasing his earnings was high, as he had already received two salary boosts totaling \$11,000 in four-and-a-half years.

Daniel was the primary, and sometimes sole, wage-earner during the long marriage. He was capable of paying the amount ordered by the district court, as

he had been paying almost double that sum in temporary support, with some money to spare.

In contrast, Kelly only earned \$19,851 annually. She worked as a cook but had no special training in cooking or in any other employment field. Although she generally received annual pay increases of three percent, she testified she was currently “in a wage freeze.”

Kelly also had a limited employment history. By agreement, she only earned wages intermittently while the parties’ three children were young and then only in unskilled positions. Additionally, her education was limited to a GED.

Finally, the district court found Kelly credible when she testified she had been entirely dependent on Daniel to manage the household finances and other matters such as home and car repairs. She stated her new reality as a single person in charge of all aspects of her life was overwhelming and costly.

We conclude the amount and duration of the district court’s spousal support award was equitable based on the earnings disparity alone. See *In re Marriage of Hettinga*, 574 N.W.2d 920, 922 (Iowa Ct. App. 1997) (noting a substantial disparity in earnings and earning capacity alone is enough to warrant an award of spousal support); *In re Marriage of Hayne*, 334 N.W.2d 347, 351 (Iowa Ct. App. 1983) (“The equitable principles that we have recognized and enforced in the past require, in dissolution cases, that the spouse with the lesser earning capacity is entitled to be supported, for a reasonable time, in a manner as closely resembling the standards existing during the marriage as possible, to the extent that that is possible without destroying the right of the party providing the income to enjoy at least a comparable standard of living as well.”). When

coupled with the other factors cited by the district court, the court's award is virtually unassailable.

AFFIRMED.