

**Rosenthal v. Rosenthal, No. 68407, Order Affirming in Part, Reversing in Part, and Remanding (Unpublished Disposition, Aug. 23, 2016)
COA Unpub**

MSA was not merged into the Decree and thus all terms concerning enforceability were not superseded by the terms of the Decree.

The district court should have interpreted the words of the parties' MSA "in their usual and ordinary signification." When contract terms are not ambiguous, the Court is required to apply the usual meaning to the terms. If the term is ambiguous, the Court is required to look to the intent of the parties at the time the contract was formed.

The Court also erred by not awarding fees when they were called for in the MSA, and without making any explicit findings of the basis of not awarding fees.