

Retirement Security Position — Mediation Brief

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The Marriage as an Economic Partnership

This was a 20+ year marriage, beginning in 2005, that operated as an integrated economic partnership. It was not a marriage in which both spouses built independent financial lives on parallel tracks. Financial decisions — about income, labor, business, and lifestyle — were made jointly and in reliance on shared resources.

That structure was not accidental. It reflected a shared understanding, never seriously contested, that our long-term financial security would be built around Lisa's inheritance and allowance stream. That understanding shaped every major economic decision made during the marriage.

How the Marriage Actually Worked Financially

My last year of full independent employment was 2015 — the same year Lisa and I were both employed by Pikazo, our first joint enterprise, a technology startup in which Lisa was a partial owner. Every professional decision I have made since then has been within the context of our shared economic partnership.

Pikazo failed in early 2016. From 2016 through 2018 I was underemployed, operating within the marital economic structure while we pivoted to our next venture. In 2018, Lisa and I co-founded Snow Day, a custom 3D snow globe business built on my professional background in computer graphics and visual effects. Lisa was again a partial owner.

Snow Day generated approximately \$1 million in revenue over five years. It was a real commercial enterprise, not a hobby. I took little or no meaningful salary from it. The revenue was consumed by operations. The economic benefit of my labor went into the marriage, not into my personal financial security.

During the marriage I also drew down personal financial reserves to support the household and Snow Day. I would not have exhausted those reserves had I not believed, based on our shared understanding, that Lisa's inheritance would provide long-term security for both of us. That decision reflects the same expectation that underlies this entire position.

I was also the one who argued and negotiated to change the trust allowance from a dividends-only structure to a 4% total return unitrust structure. That matters because the usable allowance stream we ultimately lived on did not simply sit in the background. I actively helped create and secure a more functional income structure.

In 2022, Lisa's mother died and the inheritance arrived. At that point, we mutually decided to wind down Snow Day as an active business. The full allowance payments did not begin until April

2023, which helps explain why 2022 still remained a fully active year even though the inheritance had already arrived. Since then it has operated only occasionally — producing a limited number of snow globes, particularly around the holidays and for select clients — rather than as a going concern requiring my sustained professional attention.

That decision — to wind down a functioning business because the inheritance had arrived, with the practical drop-off showing up more clearly once the full allowance structure was in place — is not incidental background. It is direct behavioral evidence of the shared retirement understanding I am describing. We acted on that understanding concretely, in 2022, by restructuring our entire economic life around it.

What I Am Left With

I am now 56 years old. I have no meaningful retirement savings. My last year of full independent employment was 2015 — eleven years ago. Since then my professional life has been consumed entirely by joint marital enterprises, underemployment between them, and ultimately a wind-down into effective retirement in reliance on the inheritance.

The field I left in 2015 — visual effects and computer graphics — has contracted significantly in the intervening years, including due to AI disruption. It is a youth-oriented industry. My most prominent credits are now more than 20 years old. Re-entry at 56, after eleven years away, into a contracting field, is not a realistic path to financial self-sufficiency at the marital standard of living.

My realistic earning capacity does not approach what the marriage provided. The gap between what I can earn and what the marriage provided is substantial and is not closeable through employment alone.

The Retirement Benchmark

The marital standard of living was built around a household income that included Lisa's allowance, which has been discussed in the range of \$17,000–\$19,500 per month. That allowance funded the lifestyle we both lived.

A fair retirement benchmark, grounded in the marital standard of living, is approximately \$120,000 per year in today's dollars. That figure represents roughly 50% of the allowance stream at the midpoint of the discussed range — not a claim to the trust itself, but a reflection of the lifestyle the marriage operated at.

If settlement support ends at age 67, the capital base required to sustain that income floor is approximately \$2.0–\$2.5 million in today's dollars. That range is not a demand for luxury. It is the arithmetic of retirement security at the marital standard of living.

The Legal Framework in Missouri

Missouri is an equitable distribution state. The trust from which Lisa's allowance flows is separate property and I make no direct claim against it. However, Missouri maintenance law requires courts to consider the standard of living established during the marriage, the receiving spouse's ability to meet their needs independently, and the length of the marriage.

The marital standard of living was real, sustained, and documented. My ability to meet that standard independently is severely limited by age, eleven years away from full independent employment, industry contraction, and the absence of retirement savings — all of which are direct consequences of decisions made jointly during the marriage. A 20+ year marriage with these facts is exactly the circumstance Missouri maintenance law is designed to address.

What I Am Asking For

I am not asking for a single lump-sum transfer of \$2.5 million. I am asking that whatever settlement structure is reached leaves me with retirement security in that neighborhood by age 67. That outcome could be achieved through:

- Ongoing spousal maintenance
- A long fixed-term support structure
- A hybrid of monthly support and asset equalization
- Or another mediated design that reaches the same practical result

The form is negotiable. The outcome is not.

The Core Argument in Plain Language

We built a life together on the understanding that Lisa's resources were our shared long-term backstop. My last year of full independent employment was 2015 — the year we were both working at Pikazo. Every professional decision I made after that was within the context of our shared economic partnership. I drew down personal financial reserves in reliance on that same understanding. When the inheritance arrived in 2022 we mutually wound down our active business because we both understood that changed our situation. I am now 56, eleven years removed from full independent employment, with no retirement savings, facing the dissolution of the very arrangement that made all of those decisions rational.

Equitable resolution requires that the settlement reflect what the marriage actually was — not treat me as if I had been building an independent financial life all along, when both of us know I was not.

This document is a working position note prepared for mediation discussion. It is not a legal filing.