[Cite as *Boggs v. Boggs*, 2015-Ohio-2634.]

IN THE COURT OF APPEALS OF OHIO
FOURTH APPELLATE DISTRICT
LAWRENCE COUNTY

RANDALL S. BOGGS,	:	
Plaintiff-Appellee,	:	Case No. 14CA20
v.	:	DECISION AND
CHRISTI D. BOGGS,	:	JUDGMENT ENTRY
Defendant-Appellant.	:	RELEASED 06/25/2015

APPEARANCES:

Justin R. Blume, The Blume Law Firm, LLC, Wheelersburg, Ohio, for Appellant.

Brigham M. Anderson, Anderson & Anderson Co. L.P.A., Ironton, Ohio, for Appellee.

Hoover, P.J.

{¶ 1} Christi Boggs ("appellant") appeals the judgment of the Lawrence County Common Pleas Court that granted a divorce and ordered Randall Boggs ("appellee") to pay appellant $600 per month spousal support for six years to begin after the sale of the marital residence. Appellant claims that the amount and duration of the spousal support order is not appropriate and reasonable. Because we find that the trial court did not abuse its discretion in regards to the spousal support award, we overrule appellant's assignment of error and affirm the judgment of the trial court.

I. Facts

{¶ 2} In April 2013, appellee filed his complaint for divorce. Appellant filed an answer and counterclaim in May 2013. Appellant filed various motions, including a motion for

temporary and permanent spousal support. The record demonstrates that a hearing on the motions did not take place; thus, the trial court did not enter temporary orders prior to the final hearing. The final divorce hearing was scheduled for March 28, 2014. On the morning of the final divorce hearing, the parties signed a separation agreement that divided all the marital assets and debts. The parties were unable, however, to agree on the issue of spousal support. Consequently, the parties proceeded with the final hearing providing the trial court with testimony regarding spousal support.

{¶ 3} The parties and appellant's father, Gerald Warwick, were the witnesses that testified at the final hearing. The testimony revealed that the parties married on May 10, 1986. At the time of the divorce hearing, the parties were married for approximately 27 years. Appellant was 47 years of age; and appellee was 50 years of age. The parties had reared two children together, Autumn and Hunter, both of whom were emancipated. At the time of the hearing, Autumn was 24 years of age while Hunter was 22 years of age. Both parties paid various expenses for their children even though they are emancipated.

{¶ 4} The parties separated in April 2013 and agreed to a de facto date of April 1, 2013 as the date of termination of the marriage. Appellee had moved out of the marital home and was staying with a friend. The parties stipulated to incompatibility as the grounds for divorce.

{¶ 5} Although appellee moved out of the marital home, he voluntarily continued to pay the debt on the marital residence. Appellee paid the mortgage payment of $1,268 per month while appellant continued to live in the marital residence. Appellee also voluntarily continued to pay the utility bills—electric, propane, water, sewer, phone, trash, internet, etc.—at the marital residence even though he was not living there. The utility bills totaled approximately $700 per month. Appellee also paid the cell phone bill for the entire family of $250 per month. Appellee

paid the car insurance for the family too. In addition, appellee paid all the payments on the Discover credit card and Ohio State Patrol Visa card. At the time of the parties' separation, the balance on the Discover Card was $7,034.35 and the balance of the Ohio State Patrol Visa card was $2,332.33. Appellee had agreed to be responsible for both credit cards.[1]

{¶ 6} Appellant testified that she did pay for her own groceries, toiletries, over-the-counter medications, and other miscellaneous expenses (gifts) that totaled approximately $800 to $1,200 per month. Appellant claimed that she incurred approximately $200 per month for "eating out" expenses. As for car expenses, appellant has a 2008 Hyundai Sonata that is free from any lien; but she claimed car maintenance expenses of $50 to $100 per month. She further testified that she incurred $50 per week expenses for gasoline. Personal expenses of $50 per month for clothing and $40 per month for haircuts were also claimed by appellant.

{¶ 7} Expenses that appellant expected to incur once the divorce would be granted included the following: 1) cell phone bill of at least $230 to $300 per month; 2) automobile insurance of approximately $100 to $125 per month; 3) health insurance of $216.15 per month; 4) increased healthcare costs; 5) mortgage payment of $1,000 to $1,200 per month; 6) $200 for electric or $80 for gas; 7) $150 for water, sewage, and garbage combined; and 8) $80 for cable or satellite. Appellant further testified that she owed $200 for a medical bill and still had the obligation to pay her attorney's fees. Appellant testified that a total estimate of her anticipated monthly expenses after the divorce would be $3,000 to $3,500.

{¶ 8} The parties memorialized in their separation agreement that they would sell the marital residence and divide the proceeds. The parties owed approximately $100,000 on the marital residence. They had agreed to list the home for $179,000 and to accept an offer over

[1] It appears that because appellee was paying most of the expenses of the appellant, she did not pursue her motion for temporary spousal support.

$170,000. Appellee agreed to continue to pay the mortgage payments and the utilities of the marital residence until it sold.

{¶ 9} As for appellant's employment, she testified that she worked for the Ironton Lawrence County Community Action Organization ("CAO") doing medical billing. Appellant's "current bring home pay" at the time of the final hearing was $1,331 per month. Appellant's wages for 2013 totaled $27,642. Appellant explained that she worked considerable overtime in 2013 and that normally she would only earn $20,000 per year or less. In 2012, appellant earned $32,940. Appellant also worked overtime in 2012. As for appellant's work history, she testified that she worked on and off at several different jobs throughout the "twenty some years" of marriage.

{¶ 10} Additional monies that appellant received included a tax refund from her 2013 tax return. Appellant had filed an individual tax return unbeknownst to appellee and claimed both children as dependents in order to receive a tax refund of $4,751. Appellant did not share any of the refund with appellee. Also, when the parties separated, appellant withdrew $4,772 from the parties' joint bank account. Appellant claimed that she paid her lawyer and paid off her car with the monies. Appellant did not share any of the monies from the joint bank account with appellee. Because appellant had already filed her 2013 return claiming the two children as dependents, appellee had to file an individual return; and he incurred a $1,220 tax liability.

{¶ 11} Appellant had also been on a joint account with her father, Gerald Warwick, which at one time had at least $198,562 in the account. Appellant claimed that the account was in her name only for estate planning purposes. Coincidentally, the monies were withdrawn after appellant was deposed by appellee's lawyer. Appellee did not make a claim to these funds. Appellee acknowledged that the funds were not marital.

{¶ 12} At the time of the hearing, appellee had been employed with the Department of Public Safety, Division of the Ohio State Highway Patrol for approximately 27 years. Appellee retired when he attained the age of 48, in April 2012; and then he entered the Deferred Retirement Option Plan ("DROP"). Appellee testified that he could only do eight years in DROP. He would then have to leave his employment at age 56 on March 13, 2020. Appellee's job title at the time of the final hearing was "commercial CMV trooper". He testified that he handled violations of the trucking industry in a twelve county area.

{¶ 13} Appellant claimed that appellee had other employment as well as worked overtime. Appellee contended that since he took his new position as a commercial CMV trooper, he had not had to testify in court. Appellee also testified that although he used to teach in the driving program at the Patrol Academy, he did not teach there anymore. Appellee did state that he taught pursuit driving, emergency, non-emergency driving and how to detect alcohol and drug impaired drivers at Ohio University Southern, Ohio University Chillicothe, and Collins. Appellee admitted to earning some monies at Swap Days through the Scioto Poultry Association, working an Ohio State Football game, and the Ohio State Fair. With respect to appellee's wages, his 2013 tax return encompassed all of the earnings from the sources listed above and reflected that he earned $72,198. Appellee opined that this figure was more than normal because of the overtime he received from working the Ohio State Fair.

{¶ 14} Appellant claimed that she contributed to appellee's advancement in his career by typing his notes and doing all of his laundry every weekend while he was in the academy.

{¶ 15} Appellant testified that she had no retirement funds through her employment with CAO. However, by agreement of the parties, appellant would receive half of appellee's retirement benefits of $3,000 when appellee would be eligible to draw the monies within at least

six years; therefore, appellant would receive approximately $1,500 per month within that time period. In addition, the parties agreed that appellant would also receive half of appellee's deferred compensation account, which totaled approximately $30,000. That is, appellant would receive $15,000 from appellee's deferred compensation account.

{¶ 16} The parties also testified to their respective health conditions. Appellant claimed that she has a herniated disc in her back. She testified that when her back flares up she cannot work. Appellant claimed that she would have to go to the doctor and get injections when it "flared up." She claimed that she took anti-inflammatory medication on a regular basis. She further asserted that she has ulna neuropathy in her right arm. Appellant explained that if she had an issue with her arm again, she would not be able to work because she would not be able to type. Appellant also stated that she had been treated for anxiety, depression, headaches, and migraines. Despite these ailments, appellant testified that her health conditions do not impact her work to a severe enough extent to prevent her from working. She testified that she did not have any debilitating health problems and that she was able to work daily.

{¶ 17} With respect to the education level of the parties, both appellant and appellee have high school diplomas but no college degrees. The parties married a year after they graduated from high school. During that year, appellant took a typing class at Shawnee [State University]. Appellee attended the Ohio State Highway Patrol Academy approximately one year after the date of marriage. Appellee's start date at the Ohio State Highway Patrol was April 1, 1987. Four years elapsed after the parties graduated from high school before they had a child. Although appellant did not have a child for those four years, appellant adduced that she was unable to go to college because she was the caretaker of the children and that caused her to make less money.

{¶ 18} The trial court issued a divorce decree on May 23, 2014. The trial court incorporated the parties' separation agreement in the decree of divorce; the trial court also ordered spousal support in the sum of $600 per month for a period of six years to begin on the first day of the month following the closing of the parties' real estate. The trial court reserved jurisdiction over the spousal support award. Spousal support would terminate upon the death, remarriage or cohabitation of appellant. The record demonstrates that neither party filed a Civ.R. 52 request for findings of fact and conclusions of law. However, appellant did timely file a notice of appeal.

II. Assignment of Error

{¶ 19} On appeal, appellant asserts one assignment of error for review:

Assignment of Error:

> THE TRIAL COURT ERRED IN AWARDING APPELLANT ONLY $600.00 PER MONTH SPOUSAL SUPPORT FOR SIX (6) YEARS, TO BEGIN AFTER THE SALE OF THE MARITAL RESIDENCE.

{¶ 20} In her sole assignment of error, appellant contends that the amount and duration of the spousal support order is not appropriate and reasonable. Appellant argues that appellee's attorney relied upon parlor tricks in making his arguments. The appellant makes harsh claims that the trial court was unfamiliar with the statutory and case law regarding spousal support and disregarded the evidence submitted. Appellant further asserts that the trial court offered no authority for its decision, made factual findings inconsistent with the evidence, failed to properly apply those factual findings it did make, and failed to articulate the basis for the amount it awarded. Appellant contends that the trial court failed to fully and fairly consider the evidence submitted. Appellant requests this Court to reverse and remand the case because the trial court "failed in all respects."

III. Law and Analysis

{¶ 21}[2] "It is well-settled that trial courts enjoy broad discretion in awarding spousal support." *White v. White,* 4th Dist. Gallia No. 03CA11, 2003-Ohio-6316, ¶ 21, citing *Kunkle v. Kunkle*, 51 Ohio St.3d 64, 67, 554 N.E.2d 83 (1990). A court's decision to award spousal support will not be reversed on appeal absent an abuse of discretion. *See Bechtol v. Bechtol,* 49 Ohio St.3d 21, 24, 550 N.E.2d 178 (1990). Under the abuse of discretion standard of review, a reviewing court must affirm the decision of the trial court unless it is unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219, 450 N.E.2d 140 (1983). Under this highly deferential standard of review, appellate courts may not freely substitute their judgment for that of the trial court. *In re Jane Doe I*, 57 Ohio St.3d 135, 137-138, 566 N.E.2d 1181 (1991). "Indeed, to show an abuse of discretion, the result must be so palpably and grossly violative of fact or logic that it evidences not the exercise of will but the perversity of will, not the exercise of judgment but the defiance of judgment, not the exercise of reason but instead passion or bias." *White,* supra, at ¶ 25, citing *Nakoff v. Fairview Gen. Hosp.*, 75 Ohio St.3d 254, 256, 662 N.E.2d 1 (1996).

{¶ 22} Once a party requests it, the court may make an appropriate and reasonable spousal support award. R.C. 3105.18(B). In determining whether spousal support is "appropriate and reasonable," the court must consider the following factors:

> (a) The income of the parties, from all sources, including, but not limited to, income derived from property divided, disbursed, or distributed under section 3105.171 of the Revised Code;
>
> (b) The relative earning abilities of the parties;
>
> (c) The ages and the physical, mental, and emotional conditions of the parties;

[2] Paragraphs 21-23 are adopted almost verbatim from a prior decision of this Court. *See Breedlove v. Breedlove*, 4th Dist. Washington No. 08CA10, 2008-Ohio-4887, ¶¶ 9-11.

(d) The retirement benefits of the parties;

(e) The duration of the marriage;

(f) The extent to which it would be inappropriate for a party, because that party will be custodian of a minor child of the marriage, to seek employment outside the home;

(g) The standard of living of the parties established during the marriage;

(h) The relative extent of education of the parties;

(i) The relative assets and liabilities of the parties, including but not limited to any court-ordered payments by the parties;

(j) The contribution of each party to the education, training, or earning ability of the other party, including, but not limited to, any party's contribution to the acquisition of a professional degree of the other party;

(k) The time and expense necessary for the spouse who is seeking spousal support to acquire education, training, or job experience so that the spouse will be qualified to obtain appropriate employment, provided the education, training, or job experience, and employment is, in fact, sought;

(l) The tax consequences, for each party, of an award of spousal support;

(m) The lost income production capacity of either party that resulted from that party's marital responsibilities;

(n) Any other factor that the court expressly finds to be relevant and equitable.

R.C. 3105.18(C)(1).

{¶ 23} When making a spousal support award, a trial court must consider all statutory factors, and not base its determination upon any one of those factors taken in isolation. *Kaechele*

v. Kaechele, 35 Ohio St.3d 93, 518 N.E.2d 1197 (1988), paragraph one of the syllabus. While the trial court is given broad discretion regarding the determination of the appropriateness and reasonableness of an award of spousal support, it must consider the statutory factors enumerated above and must indicate the basis for a spousal support award in sufficient detail to enable a reviewing court to determine that the award complies with the law. *Id*. at paragraph two of the syllabus. *Kaechele* does not require the trial court to articulate the rationale or basis of its spousal support decision in the decree as long as the record contains adequate support and detail to permit an appellate court to establish whether the award is fair and in accordance with the law. *Carman v. Carman*, 109 Ohio App.3d 698, 704, 672 N.E.2d 1093 (12th Dist.1996). *Kaechele* and R.C. 3105.18(C), only require the trial court to reveal the basis for its award in either its judgment entry or the record. *Brown v. Brown,* 4th Dist. Pike No.02CA689, 2003-Ohio-304, ¶ 10, citing *Carman,* supra. Also, the trial court is not required to comment on each statutory factor; rather, the record need only show the court considered them in making its award. *McClung v. McClung,* 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240, ¶ 21, citing *Carman* at 703.

{¶ 24} In the absence of a request for findings of fact and conclusions of law, *Kaechele* does not require the trial court to list and comment on each factor. *Rinehart v. Rinehart*, 4th Dist. Gallia No. 98CA9, 1999 WL 769574 (Sept. 15, 1999), citing *Alder v. Alder*, 105 Ohio App.3d 524, 526, 664 N.E.2d 609 (12th Dist.1995), overruled on other grounds by *Carnahan v. Carnahan*, 118 Ohio App.3d 393, 400, 692 N.E.2d 1086 (12th Dist.1997). This Court stated in *Mann v. Mann*, 4th Dist. Athens No. 09CA38, 2011-Ohio-1646, ¶ 11:

> * * * Civ.R. 52 states: "When questions of fact are tried by a court without a jury, judgment may be general for the prevailing party unless one of the parties in

writing requests otherwise * * * in which case, the court shall state in writing the conclusions of fact found separately from the conclusions of law." The failure to request findings of fact and conclusions of law ordinarily results in a waiver of the right to challenge the trial court's lack of an explicit finding concerning an issue. See *Pawlus v. Bartrug* (1996), 109 Ohio App.3d 796, 801, 673 N.E.2d 188; *Wangugi v. Wangugi* (Apr. 12, 2000), Ross App. No. 2531; *Ruby v. Ruby* (Aug. 11, 1999), Coshocton App. No. 99CA4. When a party fails to request findings of fact and conclusions of law, we must presume the regularity of the trial court proceedings. See, e.g., *Bunten v. Bunten* (1998), 126 Ohio App.3d 443, 447, 710 N.E.2d 757; see, also, *Cherry v. Cherry* (1981), 66 Ohio St.2d 348, 356, 421 N.E.2d 1293; *Security Nat. Bank and Trust Co. v. Springfield City Sch. Dist. Bd. of Educ.* (Sept. 17, 1999), Clark App. No. 98–CA–104; *Donese v. Donese* (April 10, 1998), Greene App. No. 97–CA–70. In the absence of findings of fact and conclusions of law, we must presume the trial court applied the law correctly and must affirm if there is some evidence in the record to support its judgment. See, e.g., *Bugg v. Fancher,* Highland App. No. 06CA12, 2007–Ohio–2019, at ¶ 10, citing *Allstate Financial Corp. v. Westfield Serv. Mgt. Co.* (1989), 62 Ohio App.3d 657, 577 N.E.2d 383; see, also, *Yocum v. Means,* Darke App. No. 1576, 2002–Ohio–3803, at ¶ 7 ("The lack of findings obviously circumscribes our review."). As the court explained in *Pettet v. Pettet* (1988), 55 Ohio App.3d 128, 130, 562 N.E.2d 929:

"[W]hen separate facts are not requested by counsel and/or supplied by the court the challenger is not entitled to be elevated to a position superior to that he would

> have enjoyed had he made his request. Thus, if from an examination of the record as a whole in the trial court there is some evidence from which the court could have reached the ultimate conclusions of fact which are consistent with [its] judgment the appellate court is bound to affirm on the weight and sufficiency of the evidence.
>
> The message is clear: If a party wishes to challenge the* * * judgment as being against the manifest weight of the evidence he had best secure separate findings of fact and conclusions of law. Otherwise his already 'uphill' burden of demonstrating error becomes an almost insurmountable 'mountain.' "
>
> See, also, *Bugg; McClead v. McClead,* Washington App. No. 06CA67, 2007–Ohio–4624.

{¶ 25} In the case sub judice, the appellant failed to request findings of fact and conclusions of law. Since appellant did not request findings of fact and conclusions of law, we will presume the regularity of the trial court proceedings, in the absence of evidence to the contrary.

{¶ 26} Although appellant argues that the trial court was unfamiliar with the law regarding spousal support and disregarded the evidence submitted, it is clear that the trial court was familiar with the standards set forth in R.C. 3105.18. The trial court did, in fact, comment on each factor of R.C. 3105.18. The record shows that the trial court considered the factors in making its award. The trial court made the following findings in the divorce decree and even used the letter designations of the statute in its findings:

> (a) The parties offered various bank account statements, tax refunds, and health insurance cost. The parties will also be dividing certain marital assets and

allocating division of debt. The party's incomes vary by the amount of overtime that each party elects to work;

(b) The Plaintiff's earning abilities outweigh that of the Defendant's. The Plaintiff earns approximately $72,100 annually while the Defendant earns $27,642 annually. The parties are earning at or near their earning abilities. Their earning abilities are not likely to change absent a deterioration in their physical or mental conditions;

(c) There does not appear to be any physical, mental, or emotional issues which prohibit either party from maintaining their employments;

(d) The Defendant shall be receiving one half of the Plaintiff's retirement benefits that have accrued from May 10, 1986 through April 1, 2013. The Defendant does not have retirement benefits available to her;

(e) The parties were married May 10th, 1986 and had agreed to a defacto date of April 1, 2013 as termination of the marriage. Therefore, the parties were married for approximately 27 years. The Court finds this to be a long term marriage;

(f) Not applicable;

(g) It appears the parties maintained an upper middle class standard of living;

(h) Both parties obtained a high school degree. The Plaintiff obtained further training through Ohio State Highway Patrol;

(i) The parties do not have significant debt although the Plaintiff will be assuming the bulk of the debt with the Defendant being responsible for her medical bills and legal expenses. The parties will be dividing equally the

proceeds of the sale of their residence. There is no contribution from either party towards the others education, training, or earning ability of the other party other than normal marital duties expected of each party to the other[3];

(k) Non-applicable;

(l) Plaintiff will be entitled to deduct any and all spousal support paid to the Defendant, the Defendant will be required to claim such income for income tax purposes;

(m) The Defendant had some loss income production resulted from her marital responsibilities. The Defendant was a homemaker with sporadic work history until later in the marriage. However, it does not appear that her loss income production was significantly impaired by her earlier marital role.

(n) The Defendant [sic][4] has been making the house payments and utility payments for the last year and will continue to make such until the house is sold.

{¶ 27} Here, we find that the trial court did not abuse its discretion in making the spousal support award. The trial court's attitude was not unreasonable, arbitrary, nor unconscionable. The trial court's findings are not so palpably and grossly violative of fact or logic. The trial court's findings do not evidence the perversity of will, the defiance of judgment, nor the exercise of passion or bias. *See White,* supra, at ¶ 25, citing *Nakoff*, 75 Ohio St.3d at 256, 662 N.E.2d 1.

{¶ 28} We will not disturb a trial court's factual finding unless it is against the manifest weight of the evidence. *See, e.g.*, *C.E. Morris Co. v. Foley Constr. Co.*, 54 Ohio St.2d 279, 376

[3] The last sentence of this finding is commensurate with R.C. 3105.18(j).
[4] It appears that this finding contains a typographical error. The testimony presented at the final hearing indicates that plaintiff-appellee had been making the mortgage and utility payments. The separation agreement also clarifies that appellee is responsible for the mortgage payments and utilities until the house is sold.

N.E.2d 578 (1978), syllabus. A finding is not against the manifest weight of the evidence as long as the record contains some competent, credible evidence to support it. *Id.* "This standard of review is highly deferential and even 'some' evidence is sufficient to sustain the finding and prevent a reversal." *Barkley v. Barkley*, 119 Ohio App.3d 155, 159, 694 N.E.2d 989 (4th Dist.1997). "A reviewing court should be guided by a presumption that the findings of a trial court are correct, since the trial judge is best able to view the witnesses and observe their demeanor, gestures, and voice inflections, and use those observations in weighing the credibility of the testimony." *Id.,* citing *In re Jane Doe I*, supra; *see also*, *Seasons Coal Co. v. Cleveland*, 10 Ohio St.3d 77, 461 N.E.2d 1273 (1984). After reviewing the transcripts of the final hearing, the findings made by the trial court are consistent with the evidence.

{¶ 29} When considering R.C. 3105.18(C)(1)(n), the trial court found that appellee had been making the house payments and utility payments for the last year and will continue to make such until the house is sold. The testimony revealed that these payments were approximately $2,000 per month. The parties owe approximately $100,000 on the home; but have listed the home for $179,000. They have agreed to accept any offers over $170,000. Appellant will presumably receive a fairly substantial amount upon the sale of the home. Once the home is sold, then the $600 per month spousal support for the period of six years will commence. Until that time, as a practical matter, since appellant will continue to live in the marital home and will continue to have the utilities paid by the appellee, appellant will be receiving the value of those payments.

{¶ 30} The appellee is also maintaining responsibility for paying the two credit cards that totaled approximately $10,000. The only debts that appellant is responsible to pay are her own medical bill of $200 and her own attorney's fees. In addition, appellant

will also receive approximately $1,500 per month from appellee's retirement funds within the next six years when appellee is contractually required to leave his employment in March 2020. Appellant will also be receiving half of appellee's deferred compensation account. Testimony revealed that the deferred compensation account was $30,000. Therefore, appellant will be receiving approximately $15,000 in deferred compensation funds.

{¶ 31} Also, appellant is employed and worked throughout most of the marriage. Appellant admitted that her health issues do not impact her work to a severe enough extent to prevent her from working. She testified that she did not have any debilitating health problems and that she was able to work daily. Appellee may be earning substantially more than appellant currently; however, once appellee reaches the age of 56, he will have to leave his employment. Appellee's continued employment is not guaranteed. "There is no requirement that each party must experience the same standard of living they experienced during the marriage. More realistically, each party must bear some reduction in economic well-being." *Warner v. Warner*, 4th Dist. Scioto No. 12CA3511, 2013-Ohio-478, ¶ 16, (Harsha, J., concurring). In this case, both parties may suffer a reduction in economic well-being; however, we cannot find that the trial court abused its discretion in tailoring the spousal support award.

IV. Conclusion

{¶ 32} Considering the totality of the circumstances, we do not find that the trial court abused its discretion when determining the amount and duration of appellant's spousal support. Accordingly, we overrule appellant's assignment of error. The judgment of the trial court is affirmed.

JUDGMENT AFFIRMED.

JUDGMENT ENTRY

It is ordered that the JUDGMENT IS AFFIRMED. Appellant shall pay the costs herein taxed.

The Court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this Court directing the Lawrence County Common Pleas Court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

Harsha, J. & Abele, J.: Concur in Judgment and Opinion.

For the Court

By:_____
Marie Hoover, Presiding Judge

NOTICE TO COUNSEL

Pursuant to Local Rule No. 14, this document constitutes a final judgment entry and the time period for further appeal commences from the date of filing with the clerk.