[Cite as *Burns v. Crouse*, 2022-Ohio-145.]

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
DARKE COUNTY

BRUCE BURNS	:	
	:	Appellate Case No. 2021-CA-8
Plaintiff-Appellee	:	
	:	Trial Court Case No. 2013-DIV-565
v.	:	
	:	(Appeal from Common Pleas
ERICA (BURNS) CROUSE	:	Court – Domestic Relations Division)
	:	
Defendant-Appellant	:	

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O P I N I O N

Rendered on the 21st day of January, 2022.

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DONOVAN, J.

{¶ 1} Defendant-appellant Erica Burns Crouse appeals from a judgment of the Darke County Court of Common Pleas, Domestic Relations Division, which overruled her objections and adopted the decision of the magistrate and corrected child support calculations in regards to the parties' minor children. Crouse filed a timely notice of appeal on July 22, 2021.

{¶ 2} The record establishes that Crouse and plaintiff-appellee Bruce Burns were married in Greenville, Ohio, on September 3, 2005. During the course of the marriage the parties had three children, all of whom are minors. The parties divorced in 2014, and they entered into a shared parenting plan with respect to the children.

{¶ 3} Relevant to this appeal, on June 24, 2020, Crouse filed a motion to terminate the shared parenting plan only with respect to the parties' minor child, Z.B. In the same motion, Crouse also requested a modification in Burns's child support payments and repayment of certain expenses incurred by Crouse. A hearing was held before a magistrate on March 11, 2021. At the beginning of the hearing, the parties informed the magistrate that they had reached an agreement settling all issues addressed in Crouse's motion. Burns's counsel read the following agreement into the record:

> Your Honor, if it may please the Court, it's my understanding that this agreement would resolve all pending motions. The parties have exchanged expenses through Our Family Wizard and various other means. *Nonetheless, the (inaudible) of all those expenses, father, as of today's date, would owe to mother the sum of $2,000.00. This would account for expenses for extracurricular school fees, medical, all of those things.*

That's what the total is as of today's date.

Going forward, the following expenses would be split by the parties. School enrollment fees, extracurricular enrollment/registration fees, and school related field trips.

My client, [Burns], will be responsible for school lunches. The following expenses will not be split. I mean, these are – all other expenses are not split unless specifically said but, specifically, we're stating private lessons, instructions, sports supplies, gears, none of those things will now be split. Each person retains what they currently purchased for the children.

In relation to the allocation of parental rights and responsibilities, the two boys would remain subject to the shared parenting plan as detailed in the prior order. The minor child, [Z.B.], mother shall be designated residential parent and legal custodian of that minor child. Father will have parenting time as detailed in the recommendation of the guardian ad litem.

The minor child, [Z.B.], shall continue to go to the Greenville School District and shall continue to do so. Father will have parenting time one weekend per month plus holiday visitation pursuant to standard order. The minor children, [Z.B. and H.B.], should continue with counseling and the parents will participate in that counseling as the counselor recommends.

(Emphasis added.) Hearing Tr. p. 6-7.

{¶ 4} In regard to the $2,000 owed by Burns to Crouse for unpaid expenses, the parties and the magistrate had the following exchange:

Crouse's Counsel: But he [Burns's counsel] did indicate that there was a $2,000 amount that Mr. Burns is responsible to – to my client.

The Magistrate: Um-hmm.

Crouse's Counsel: *And so we had discussed as part of the agreement that the new – that the permanent – that the current child support would terminate and that the – that the new child support order would become effective when the number would surpass the $2,000 that he owed.*

The Magistrate: Wasn't it August or something like that?

Crouse's Counsel: Well, I just mentioned August as a number but it's going to be close to August, I believe.

The Magistrate: That was my recollection of what you folks had discussed.

Burns's Counsel: We did discuss it. *I didn't read that on because I didn't have a number to calculate which month.*

* * *

Crouse's Counsel: Yeah. And I don't know what that number – and we can just – once we get the child support number, we can calculate what that month might be but it will be – *I just want to make sure that the parties understand that that $2,000 that is owed will be captured in a delay of whatever the child support might otherwise be.*

The Magistrate: Yes. And that's – that's my understanding.

(Emphasis added.) Hearing Tr. p. 16-18.

{¶ 5} Two weeks after the hearing, on March 25, 2021, Burns's counsel filed the parties Agreed Journal Entry regarding Crouse's motion to terminate the shared parenting

plan with respect to Z.B. The journal entry reflected the agreement reached by the parties at the March 11 hearing before the magistrate, with the exception of paragraph number six, which stated as follows:

> 6. Plaintiff provided check number #749 in the amount of Two Thousand Dollars ($2,000.00) to counsel for the Defendant on or about March 15, 2021 *for the payment of outstanding equalization of expenses and costs of the children as of March 11, 2021.*

(Emphasis added.)

{¶ 6} The trial court adopted the agreed entry, but Crouse's counsel did not sign the document. On April 27, 2021, Crouse filed a motion for relief from judgment pursuant to Civ.R. 60(B)(5), in which she argued that the agreed journal entry "did not reflect the agreement which was read onto the record." On May 4, 2021, the magistrate overruled Crouse's motion for relief from judgment. On May 17, 2021, Crouse filed objections to the magistrate's decision, and after receiving a transcript of the March 11 hearing, she filed supplemental objections on June 17, 2021. Burns did not file a memoranda in opposition to Crouse's motion for relief from judgment or any objections to the magistrate's decision.

{¶ 7} On July 7, 2021, the trial court overruled Crouse's objections and adopted the magistrate's decision. With respect to the $2,000 paid to Crouse by Burns, as noted in the agreed journal entry, the trial court stated the following:

> First, Ms. Crouse claims that the payment by Plaintiff of a $2,000 claim was not to be in a lump sum fashion to Defendant. Instead, payment was to be made by a suspension of child support payments by Defendant.

> The transcript does not set forth a method of payment by Plaintiff, nor does the transcript indicate that child support by Defendant will be suspended until the $2,000 amount is paid by credited child support. While the parties may have discussed these options during their off-the-record negotiations, there is no record to support the Defendant's claim. The Agreed Journal Entry is accurate and will not be modified in this regard.

(Footnotes omitted.) Judgment Overruling Objections to Magistrate's Decision, p. 2. In a footnote, the trial court also stated "[i]f the Journal Entry is accurate, the Defendant's claim is somewhat disingenuous since Plaintiff paid $2,000 on March 15, 2021 which was apparently accepted by Defendant – by herself or her counsel – as of that date." The trial court filed an amended judgment entry on July 9, 2021.

{¶ 8} Crouse appeals, raising one assignment of error:

> THE TRIAL COURT ERRED WHEN IT OVERRULED APPELLANT'S OBJECTIONS TO THE MAGISTRATE'S DECISION.

{¶ 9} Crouse contends that the trial court erred when it overruled her objections and adopted the decision of the magistrate. Specifically, she argues that the Agreed Journal Entry did not accurately reflect the agreement reached by the parties at the hearing before the magistrate held on March 11, 2021. Burns did not file a brief in response to Crouse's appellate brief.

{¶ 10} We review child support decisions under an abuse of discretion standard. *Booth v. Booth*, 44 Ohio St.3d 142, 144, 541 N.E.2d 1028 (1989). The decision whether to deviate from the child support guidelines and worksheet is a discretionary matter and will not be reversed absent an abuse of discretion. *Hattenbach v. Watson*, 2d Dist.

Montgomery No. 27071, 2016-Ohio-5648, ¶ 14, citing *Havens v. Havens*, 10th Dist. Franklin No. 11AP-708, 2012-Ohio-2867, ¶ 6. An abuse of discretion occurs when the trial court exhibits an attitude that is unreasonable, arbitrary, or unconscionable. *AAAA Ents., Inc. v. River Place Community Urban Redevelopment Corp.*, 50 Ohio St.3d 157, 161, 553 N.E.2d 597 (1990).

{¶ 11} First, Crouse argues that the payment of $2,000 for expenses was not to be paid to her by Burns in a lump sum fashion. Crouse asserts that the parties agreed that child support paid by her would be suspended until the $2,000 owed by Burns was paid by credited child support. However, the record establishes that on March 15, 2021, Crouse and/or her counsel accepted a check from Burns for expenses in the amount of $2,000. While this may or may not have been what the parties originally intended, it is undisputed that Crouse accepted full payment for the expenses owed by Burns. Accordingly, Crouse cannot establish that she suffered any prejudice as a result of the trial court's decision overruling her objection in this regard.

{¶ 12} Second, Crouse argues that the trial court erred when it overruled her objections to the magistrate's decision because it incorrectly utilized a "Split Parental Worksheet" when it determined Crouse's child support obligation. Essentially, Crouse argues that the terms of the Agreed Journal Entry required her to pay child support for a child of whom she already had custody.

{¶ 13} At the hearing before the magistrate, the following exchange occurred:

> Burns's Counsel: * * * For child support purposes, effective today's date, the inputs to calculate support would be father would have an income of $54,000. Mother would have income of $85,000. Father would have two

children in his column. Mother would have one. So a two and one split. Father would receive credit for $1,068 for health insurance costs. Mother, $1,195. Based upon the extra time mother has with the boys, she would receive a 25 percent deviation from her child support obligation.

* * *

Crouse's Counsel: On the child support calculation, the two and one. There's still a shared parenting – well, which I guess it captures with the deviation.

The Magistrate: It does, yes. There will be an overall 25 percent deviation. This worksheet is a little unusual because of the ten percent and the work – the new worksheet is unusual because of the way we have custody for one parent but then we have shared parenting for the other two.

Crouse's Counsel: On the two.

The Magistrate: I would not get hung up by that label.

Crouse's Counsel: Right.

The Magistrate: We still – the number of children is what we're –

Crouse's Counsel: Right.

The Magistrate: I feel like what is the main thing. It's not going to affect the amount of child support.

Crouse's Counsel: Right. So – so the two and one is the appropriate calculation --

Burns's Counsel: If we check the box shared parenting or sole parenting, it does not impact the amount of support paid.

Crouse's Counsel: Okay.

The Magistrate: Correct.

Crouse's Counsel: That's what I understood, too, but I didn't know – like you said – okay. So we're good.

Hearing Tr. p. 7, 9-10.

{¶ 14} It is undisputed that Crouse was awarded sole custody of one child, Z.B., while the parties maintained shared parenting of the other two children. In her brief, Crouse argues that it was improper for the trial court to utilize a "Split Parental Worksheet" to determine her child support obligation because the worksheet "suggests one parent has 2 of the children and the other parent has 1 child." Appellant's Brief, p. 4. However, as is plain from the exchange above, this is precisely what Crouse's counsel agreed to at the hearing before the Agreed Journal Entry was filed. The trial court prepared its own split parental worksheet using the data submitted by the parties and found that Burns's counsel "correctly inputted" said data "when preparing and submitting the worksheet with the [Agreed Journal] Entry" of March 25, 2021. Furthermore, as noted by the trial court, Crouse actually received a 35% deviation from the standard child support order, rather than a 25% deviation. The trial court stated that it did find one error in the worksheet regarding adjustments to income for the cost of health insurance paid by Crouse, but the error was corrected by the trial court and is not relevant to this appeal. On the record before us, we find that the trial court did not abuse its discretion when it overruled Crouse's objections regarding its calculation of her child support obligation.

{¶ 15} Crouse's assignment of error is overruled.

{¶ 16} The judgment of the trial court is affirmed.

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TUCKER, P.J. and WELBAUM, J., concur.

Copies sent to:

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Hon. Jonathan P. Hein