

**IN THE COURT OF APPEALS OF OHIO
THIRD APPELLATE DISTRICT
HANCOCK COUNTY**

BRIANNE J. BOWLING,

CASE NO. 5-26-11

PLAINTIFF-APPELLEE,

v.

JOHN O. BOWLING, II,

**OPINION AND
JUDGMENT ENTRY**

DEFENDANT-APPELLANT.

**Appeal from Hancock County Common Pleas Court
Domestic Relations Division
Trial Court No. 2016 DR 00047**

Judgment Affirmed

Date of Decision: September 28, 2026

APPEARANCES:

***John C. Filkins* for Appellant**

***Kelle M. Saull* for Appellee**

WALDICK, J.

{¶1} Defendant-appellant, John Bowling (“John”), brings this appeal from the March 30, 2026, judgment of the Hancock County Common Pleas Court awarding spousal support to plaintiff-appellee, Brianne Bowling, nka Brianne Luginbill (“Brianne”). For the reasons that follow, we affirm the judgment of the trial court.

Background

{¶2} Brianne and John were married on November 6, 2004. They had two children together. The first child was born in November of 2008, and their second child was born in 2010.

{¶3} At the time the parties were married, Brianne had a master’s degree in mental health. John had not completed any advanced education prior to the marriage. In 2011, John began pursuing advanced education, completing an EMT program. John then continued his education and completed a paramedic program. Brianne worked full-time during this period.

{¶4} After John completed his paramedic program, John became interested in pursuing a medical degree. Because John did not have a bachelor’s degree, he sought an accelerated program to pursue a pre-med degree in Nevis, West Indies. The plan was for John to complete the accelerated program, then continue on into medical school.

{¶5} In January of 2014, Brianne left her employment and moved with John and the children to the West Indies to support John's education. Many traditional federal student loans were not available for John to attend school in the West Indies, so the parties had to establish other ways to pay for John's tuition and the family's living expenses. To cover expenses and tuition, Brianne cashed in multiple retirement accounts.¹ The parties also sought a loan from Brianne's parents of \$50,000. In addition, Brianne received a loan from her uncle for another \$50,000. Further, Brianne indicated that she began an online MBA program because she could acquire student loans that would help pay for John's tuition and their living expenses.²

{¶6} In 2015, John completed his pre-med coursework and transferred to American University of Integrated Sciences in St. Martin, intending to complete future clinical programs in the United States. Brianne did not move to St. Martin with John. She returned to the United States to live with her parents and she filed for divorce.

{¶7} The parties were divorced by consent judgment entry on December 6, 2016. The parties' agreement contained the following provision, which is the primary focus of this appeal:

¹ As will be discussed, *infra*, John denies that money obtained by Brianne contributed to the family or his education.

² Again, John disputes Brianne's claim. Brianne never finished her MBA, and she claimed that when she stopped taking classes, John found someone else to attend classes for her and do her coursework so he could maintain access to the student loans.

ARTICLE THREE
SPOUSAL SUPPORT

The parties recognize and acknowledge that Wife has contributed, personally and through the use of assets acquired from her family, substantially to the Husband obtaining a medical degree (M.D.). The parties further acknowledge that an additional three (3) years, at least, be required before Husband will complete his clinical and his “Step 2” requirements followed by several years of residency before he will reach gainful employment. Therefore, the parties agree that the Court shall retain jurisdiction of issues relating to spousal support from Husband to Wife so that Wife may be “equitably compensated” in the form of sustenance alimony/spousal support, as required by the concepts set forth by the Ohio Supreme Court in *Stevens v. Stevens*, 23 Ohio St.3d 115, 492 N.E.2d 131 (1986). The amount and duration of spousal support from Husband to Wife shall be determined by the Court at a later date upon application and Motion by Wife for same. By agreement of the parties the spousal support awarded will be retroactive if found applicable by the Court to the date of divorce.

The parties agree that spousal support awarded under this provision shall begin on a date established by the Court and terminate on a date established by the Court and not terminate on remarriage of either party; death of Plaintiff; or death of Defendant because the award of spousal support made under this provision is to equitably compensate Wife for her contributions to Husband’s professional degree.

(Doc. No. 63, Ex. A).

{¶8} In the years following the parties’ divorce, numerous motions were filed including multiple motions for contempt and motions to modify parenting time. In 2017, John filed for bankruptcy, but that was dismissed and he ultimately refiled

Chapter 13 bankruptcy later. The trial court was notified that a bankruptcy order of discharge had been filed November 1, 2023.³

{¶9} In 2021, while John’s bankruptcy case was proceeding, John completed his medical degree; however, he did not pass his “CS exam,” which he indicated was required for a “residency program.” Nevertheless, John secured employment at a stem cell company in May of 2021. For the years of 2021 to 2023, John earned incomes of approximately of \$91,000, \$147,000, and \$107,000 respectively.

{¶10} On January 19, 2024, Brianne filed a “Motion to modify child support and impose spousal support.” The issue of child support was resolved by agreement of the parties with John stipulating to an income of \$100,000 per year for child support purposes.

{¶11} Hearings were held before a magistrate on the spousal support issue on August 6, 2024, November 15, 2024, and January 17, 2025. John claimed in his testimony that he was only earning \$30,000 per year working for his romantic partner’s business. John lived in the residence his partner owned and claimed he did not own a vehicle. However, testimony revealed that John was part owner, 40 percent, in “BioPerformance PLLC” a clinic that did “peptide hormone replacement, as well as integrative medicine.”⁴ John did not provide detailed records

³ We note that the parties’ original consent judgment entry of divorce contained a provision indicating that “Husband shall not be entitled to obtain a discharge in bankruptcy of any obligation to wife imposed by this agreement.”

⁴ John indicated BioPerforamnce dealt with, *inter alia*, Ozempic.

of BioPerformance's finances despite repeated discovery requests and orders to do so, requiring continuances of the final hearing. Moreover, John's testimony indicated that two of the minority partners in his business were his father and his romantic partner.

{¶12} John claimed that his business was operating at a loss, and that he was unsure when the business was projected to turn a profit. Where John's personal bank records showed significant deposits into his personal account, such as one \$70,000 deposit, John claimed that the deposit was related to his business despite the money not going into the business account and despite John not being entirely sure what the deposit was for.

{¶13} The magistrate issued a decision on June 23, 2025, ultimately recommending that John pay Brianne spousal support, as contemplated by their consent divorce agreement, in the amount of \$2,000 per month for 60 months for a total of \$120,000. The recommendation indicated that the obligation could be terminated earlier if John desired to pre-pay the amount. Further, the magistrate ordered that John obtain a life insurance policy with a benefit of \$120,000 payable to Brianne, with a decreasing benefit in an amount equal to the remaining obligation of spousal support.

{¶14} John filed numerous objections to the magistrate's decision. On March 9, 2026, the trial court filed a decision overruling the substantive challenges to the magistrate's decision. The trial court determined, after a de novo review, that the

magistrate's findings were supported by competent, credible evidence and that the legal conclusions were consistent with the applicable legal authority. A final judgment entry was issued March 30, 2026. It is from this judgment that John appeals, asserting the following assignments of error for our review.

Assignment of Error No. 1

The trial court erred in ordering the appellant to pay spousal support to the appellee both in amount and duration when the evidence presented failed to support an award of spousal support based upon the application of the statutory factors.

Assignment of Error No. 2

The trial court erred when it ordered the appellant to maintain a policy of life insurance based upon the fact that the defendant is without the financial means by which to pay both spousal support and life insurance premiums and the judgment of divorce only reserved jurisdiction over the issue of spousal support.

Assignment of Error No. 3

The trial court, within its decision and order following appellant's objections, determined that it was maintaining jurisdiction to permit the defendant to seek the modification of the "monthly payment amount" of spousal support, but then within its final judgment entry ordered that it was only permitting appellant to seek modification of the "monthly payment schedule." Appellant submits this constitutes error.

First Assignment of Error

{¶15} In his first assignment of error, John argues that the trial court erred by ordering him to pay spousal support with regard to both the amount of spousal support and the duration of spousal support.⁵

Standard of Review

{¶16} As we have held previously, trial courts are given broad discretion in determinations involving spousal support. *Pelger v. Pelger*, 2019-Ohio-1280, ¶ 15 (3d Dist.). For this reason, a trial court's determination related to spousal support will not be reversed absent an abuse of discretion. *Id.*

Relevant Authority

{¶17} Revised Code 3105.18 governs a trial court's decision to award, or not award, spousal support. Revised code 3105.18(C) contains factors for a court to utilize in determining whether spousal support is appropriate and reasonable. It reads as follows:

(C)(1) In determining whether spousal support is appropriate and reasonable, and in determining the nature, amount, and terms of payment, and duration of spousal support, which is payable either in gross or in installments, the court shall consider all of the following factors:

⁵ In her appellee's brief, Brianne contends that John's assignments of error should be overruled because he failed to provide a transcript. This is inaccurate. A transcript was provided to this court.

- (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;
- (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.

(2) In determining whether spousal support is reasonable and in determining the amount and terms of payment of spousal support, each party shall be considered to have contributed equally to the production of marital income.

Analysis

{¶18} John makes numerous arguments contending that the trial court abused its discretion in this matter by ordering spousal support to be paid to Brianne. Many of his arguments in his brief are supported by excerpts of John's testimony, which John contends establish that Brianne did not financially contribute to John's education beyond the \$50,000 loan Brianne obtained from her uncle.

{¶19} There are multiple issues with John's argument. First, the evidence itself contradicts John's statements. Second, both the magistrate and the trial court found John to be less than credible, particularly because he was uncooperative and obstreperous.

{¶20} Beginning with the evidence, there was clear testimony that Brianne cashed in multiple premarital retirement accounts to support the family unit while John was studying for his medical degree. One of the retirement accounts was for just over \$24,000. In addition, Brianne received a loan from her parents in the amount of \$50,000, and a loan from her uncle in the amount of \$50,000. Brianne

testified that the money from these loans was used to support the family while John was in school and that it was used to pay John's tuition.

{¶21} Furthermore, Brianne testified that she enrolled in an online MBA program specifically to have access to federal student loans greater in amount than John could receive since he did not yet have an undergraduate degree, and that the student loans were used to support the family and, in-part, to pay John's tuition. These loans amounted to \$150,000. John testified, "to his knowledge" he did not recall the MBA loans being used to support the family or his education, but his testimony is undermined by his lack of credibility. In addition, John's testimony is directly contradicted by Brianne's testimony wherein she indicated that John had someone else continue the MBA program under Brianne's name after Brianne quit the program just so John could continue having access to the student loans. Thus Brianne indicated that she financially contributed at least \$274,000 toward John's education, and she was seeking approximately half of that amount to be repaid.

{¶22} Notwithstanding the financial contributions, both the trial court and the magistrate indicated that John's arguments against awarding spousal support entirely ignored the value of Brianne's "physical and emotional support, as well as her child-rearing efforts, during the period in which [John] relocated the family to a foreign country[.]" Brianne specifically testified that John would often leave early in the morning, go to the gym, spend all day at school, then spend the evening studying at school, leaving her with the children full-time while in a foreign country.

{¶23} All of Brianne’s contributions, financial and otherwise, seemed to be recognized in the parties’ consent divorce agreement, which unequivocally stated, “The parties recognize and acknowledge that Wife has contributed, personally and through the use of assets acquired from her family, *substantially* to the Husband obtaining a medical degree (M.D.).” (Emphasis added.) (Doc. No. 63). At the time the parties entered into the consent agreement, they also clearly contemplated that any award of spousal support would not occur for at least three years. When Brianne did actually seek spousal support under the prior agreement, John suddenly claimed that he had very little income despite lucrative employment in recent years, and John diminished her contributions despite previously indicating the contributions were “substantial[.]”

{¶24} John’s brief is replete with excerpts of his own testimony arguing that his testimony undermined the trial court’s decision. He claims that the magistrate and trial court should have based significant portions of an analysis of the R.C. 3105.18 factors on his testimony, rather than any testimony or evidence presented by Brianne. As stated previously, the primary issue with this argument is that John’s credibility was severely tarnished by him being uncooperative with discovery and entirely evasive when it came to the finances of the company he started with his father and romantic partner. Brianne’s attorney was unable to get a clear picture of John’s finances because he continuously failed to provide full financial documentation related to his business “BioPerformance PLLC.” In finding John less

than credible, the trial court actually stated “[t]he transcripts were replete with examples of the defendant’s uncooperative nature,” and, upon reviewing the record, we agree. (Doc. No. 328). John was contentious in his testimony, repeatedly failed to provide complete discovery, and he either had a terrible memory or conveniently could not remember key details related to his business. The following transcript excerpts are indicative of the lengthy and frustrating cross-examination of John.

[BRIANNE’S ATTORNEY]: Who do you live with?

[JOHN]: I live with my partner Claire and her daughter.

[BRIANNE’S ATTORNEY]: And what do you do to support your significant other and her child?

[JOHN]: I’m a partner and a father.

[BRIANNE’S ATTORNEY]: Okay. So, in 2023 where you estimated you made 107,000, and in 2022 where you made \$147,000, and in 2021 where you made \$91,067, you certainly helped support your girlfriend and her child who live with you, correct?

[JOHN]: I don’t know what girlfriend you’re referring to.

[BRIANNE’S ATTORNEY]: Claire?

[JOHN]: That’s my partner.

[BRIANNE’S ATTORNEY]: Is that not your girlfriend?

[JOHN]: No.

[BRIANNE’S ATTORNEY]: So what’s the difference?

[JOHN]: I prefer partner.

[BRIANNE'S ATTORNEY]: Okay. Are you in a romantic relationship with Claire?

[JOHN]: Yes.

[BRIANNE'S ATTORNEY]: Okay. Same thing.

[JOHN]: It's not to me, thank you.

(Aug. 6, 2024, Tr. 117-18).

[BRIANNE'S ATTORNEY]: And in 2021 when you obtained your medical degree it correlated with a significant huge increase in income, do you agree with that?

[JOHN]: No, I don't.

[BRIANNE'S ATTORNEY]: You think it's a coincidence that you got your MD in 2021 and then you started making a lot of money?

[JOHN]: You attribute the word significant. I saw an increase. I don't think it's significant.

[BRIANNE'S ATTORNEY]: So you don't think going from an average of 25,000 to 91,000 is significant?

[JOHN]: No.

(Aug. 6, 2024, Tr. at 122).

[BRIANNE'S ATTORNEY]: So I asked you please produce any and all personal financial statements or other writings in any way listing and detailing the assets or liabilities presently or within the last three years owned by your or any business you have an interest in. Your response [related to BioPerformance] was none?

[JOHN]: It's not owned by me.

[BRIANNE'S ATTORNEY]: Okay, well you just testified to this Court that you had 40 percent ownership interest in it. So do you think you don't have to produce BioPerformance documents?

[JOHN]: What kind of documents?

[BRIANNE'S ATTORNEY]: What I just said. A listing of BioPerformance's assets and liabilities?

[JOHN]: I don't consider furniture assets, no.

[BRIANNE'S ATTORNEY]: So, you surmise BioPerformance owns zero assets.

[JOHN]: You've already asked me that and I've answered it already.

[BRIANNE'S ATTORNEY]: What liabilities does BioPerformance have?

[JOHN]: In terms of what?

[BRIANNE'S ATTORNEY]: Any debts, any notes, any loans, liens?

[JOHN]: Yes, they have loans.

[BRIANNE'S ATTORNEY]: How did they get loans or liens if they don't have any assets?

[JOHN]: They're a business.

[BRIANNE'S ATTORNEY]: I'm sorry?

[JOHN]: They're a business.

[BRIANNE'S ATTORNEY]: Okay.

[JOHN]: They based it off the revenue.

[BRIANNE'S ATTORNEY]: Okay. So, what bank does BioPerformance bank through?

[JOHN]: Chase.

[BRIANNE'S ATTORNEY]: So Chase is giving loans or liens to – giving loans that would produce a lien to BioPerformance even though it owns no assets?

[JOHN]: You're making assumption the loans and liens are through Chase, based on your question.

[BRIANNE'S ATTORNEY]: Okay.

[JOHN]: But I didn't state that.

[BRIANNE'S ATTORNEY]: What bank is lending your business money?

[JOHN]: They're [sic] several. I don't know all of them. One of them is a personal loan from another business asset. And then there's another line of credit, and I don't know the bank.

[BRIANNE'S ATTORNEY]: What's the other business asset that generated the loan?

[JOHN]: It's another LLC.

[BRIANNE'S ATTORNEY]: Okay. Who owns it?

[JOHN]: One of the business partners.

[BRIANNE'S ATTORNEY]: What's the name of it?

[JOHN]: It's an LLC, I don't know.

...

[BRIANNE'S ATTORNEY]: What's the name of that business entity?

[JOHN]: I don't know.

[BRIANNE'S ATTORNEY]: How do you know it loaned your business entity money?

[JOHN]: Because we received the funds.

[BRIANNE'S ATTORNEY]: How much funds?

[JOHN]: \$100,000.

[BRIANNE'S ATTORNEY]: Okay. So you're responsible for 40 percent of \$100,000, but you don't know where the money came from, is that what you're telling this Court?

[JOHN]: That's not what I said. I said I don't know the name.

...

[BRIANNE'S ATTORNEY]: You're trying to tell the Court that you owe somebody 40 percent of \$100,000, which is \$40,000, but you don't know the name of the entry [sic] that gave the money?

[JOHN]: That's correct.

(January 17, 2025, Tr. at 44-48).

[BRIANNE'S ATTORNEY]: Tell me your business partners again?

[JOHN]: Two of them that I listed was my partner, Claire Ownby, who's also my life partner.

...

[BRIANNE'S ATTORNEY]: Ownby, okay. She's a business partner, who else?

[JOHN]: My father, Zack Bowling is a minority partner. And there's two other LLC's.

[BRIANNE'S ATTORNEY]: What are those LLC's?

[JOHN]: I don't know the names of them.

(January 17, 2025, Tr. at 48-49).

[BRIANNE'S ATTORNEY]: Okay. . . . [W]hat's Calder Properties?

[JOHN]: It's a business that I work for.

[BRIANNE'S ATTORNEY]: Which is owned by Claire?

[JOHN]: That is a correct statement, yes.

[BRIANNE'S ATTORNEY]: Okay. So, [you are claiming you have] no other income?

[JOHN]: Correct.

[BRIANNE'S ATTORNEY]: I asked you to provide to me all of your accounts, business, personal, otherwise, checking, savings, investment from 2021 through 2024 and you did not do that, did you?

[JOHN]: I provided part of those.

[BRIANNE'S ATTORNEY]: That's not my question. You did not provide what I asked you to provide, did you? Yes or no?

[JOHN]: I did not provide all of that, no.

(January 17, 2025, Tr. at 54-55).

[BRIANNE'S ATTORNEY]: . . . This is 2767, an online transfer to you of \$70,000 April 18th. So you're certainly not going to tell the Court you don't know who sent you \$70,000, right?

[JOHN]: I don't know for sure, but I believe it's one of the LLC's that was giving us money towards the business.

[BRIANNE'S ATTORNEY]: Okay. It didn't go into a business account, it went to a personal account, correct?

[JOHN]: That's correct.

[BRIANNE'S ATTORNEY]: You failed to provide me with the BioPerformacne accounts, correct?

[JOHN]: That's correct.

(January 17, 2025, Tr. at 81-82). These excerpts are indicative of John's lack of recollection regarding anything to do with his BioPerformacne business and the difficulty resulting from his failure to comply with discovery.

{¶25} John would have us reweigh the trial court's analysis of the factors in R.C. 3105.18, placing more emphasis on the evidence he presented. However, the magistrate specifically considered the factors in R.C. 3105.18, and the trial court, on a de novo review, specifically considered the factors of R.C. 3105.18. For example, the length of the marriage, 12 years, was considered. R.C. 3105.18(C)(1)(e). The parties' income and earning potential were considered; their ages and retirement benefits were considered. R.C. 3105.18(C)(1)(a), (b), (c), (d). Evidence established that Brianne was a stay-at-home mother of six children and her only income was child support. John was earning \$30,000 directly from his romantic "partner" and an unknown amount from "BioPerformance PLLC," but it was at least enough for him to stipulate for purposes of child support that his income was \$100,000.⁶

{¶26} In addition, the assets and liabilities of the parties were considered, as clearly were the contributions of each party to the education of the other. R.C. 3105.18(C)(1)(i), (j). The lost income production of Brianne was considered, and

⁶ Brianne's counsel argued that from what she could glean from the financial documentation that was provided, Bowling earned somewhere between \$100,000 and \$300,000.

was established through Brianne’s testimony that she gave up steady employment earning approximately \$40,000 per year, and her retirement accounts, so John could pursue his dream of being a doctor. R.C. 3105.18(C)(1)(m).

{¶27} Simply put, an appellate court “may not substitute its judgment for that of the trial court,” even if we did disagree with the trial court, which we do not. *Morgan v. Morgan*, 2010-Ohio-1101, ¶ 6 (12th Dist.). After reviewing the record in its entirety, it is clear that in the parties’ consent judgment entry they agreed that Brianne would eventually be compensated to some degree for her “substantial” contributions to John’s education. When considering all of the factors, the trial court determined that a total spousal support award of \$120,000 was appropriate. We do not find that the trial court abused its discretion. Therefore, John’s first assignment of error is overruled.

Second Assignment of Error

{¶28} In his second assignment of error, John argues that the trial court erred when it ordered him to maintain a life insurance policy that would pay a benefit in the amount still owed in spousal support to Brianne.

{¶29} At the outset, we note that John’s brief cites no legal authority establishing error in this matter. Nevertheless, as the trial court found in reviewing John’s objections to the magistrate’s decision, the parties initial agreement in their divorce indicated that spousal support would “not terminate on remarriage of either

part; death of Plaintiff; or death of Defendant because the award of spousal support made under this provision is to equitably compensate Wife for her contributions to Husband's professional degree." (Doc. No. 63). As the trial court determined, "[t]ermination of the award only upon full payment is consistent with the purpose of the language cited, and aligns with the express intent of the wording of the prior agreement." (Doc. No. 328).

{¶30} We agree with the trial court's analysis. Thus we find no error here, and John's second assignment of error is overruled.

Third Assignment of Error

{¶31} In his third assignment of error, John argues that the trial court's final judgment entry contradicted its decision (mostly) overruling John's objections to the magistrate's decision. Specifically, he argues the trial court contradicted itself with regard to retaining jurisdiction over payments in this matter.

{¶32} The trial court's statement in its decision largely overruling John's objections to the magistrate's decision reads, in pertinent part, as follows:

Although the Court will not retain jurisdiction as to the amount of the spousal support award of \$120,000.00, it is appropriate to retain limited jurisdiction as to the duration of the payment of that award. This Court will retain jurisdiction only as to the monthly payment schedule if the Defendant elects not to pay the entire award at once, thereby avoiding the claimed financial burden of monthly payments and the required life insurance. In the event of a substantial change in circumstances, outside the control or influence of the Defendant, impacting upon the ability of the Defendant to pay the \$2,000.00 per

month payment, then the Defendant may seek to modify the monthly payment amount of \$2,000.

(Doc. No. 328).

{¶33} The trial court's statement in its final judgment entry related to retaining jurisdiction reads as follows:

The Court shall not retain jurisdiction to modify the amount of this spousal support award. The Court shall retain limited jurisdiction over the duration of the payment of the award and, in the event of a substantial change in circumstances outside the control or influence of Defendant, the modification of the monthly payment schedule. This Court shall retain jurisdiction over the enforcement of spousal support, including the method of payment and institution of collection services if Defendant fails to pay the spousal support obligation.

(Doc. No. 332).

{¶34} John contends that the final judgment entry contains a significant change from the prior decision. He argues that in the final judgment entry, he could not seek to modify the monthly payment amount of \$2,000. We disagree. The final judgment entry indicated that the court retained jurisdiction over the duration of the award, but not the (total) amount. This implies that the duration could change and the only way the duration would change but the total amount remains the same is if monthly payments were altered in some fashion. Thus we do not read these provisions as inconsistent. Therefore, John's third assignment of error is overruled.

Conclusion

{¶35} Having found no error prejudicial to John in the particulars assigned and argued, the judgment of the Hancock County Common Pleas Court is affirmed.

Judgment Affirmed

ZIMMERMAN, P.J. and MILLER, J., concur.

JUDGMENT ENTRY

For the reasons stated in the opinion of this Court, the assignments of error are overruled and it is the judgment and order of this Court that the judgment of the trial court is affirmed with costs assessed to Appellant for which judgment is hereby rendered. The cause is hereby remanded to the trial court for execution of the judgment for costs.

It is further ordered that the Clerk of this Court certify a copy of this Court's judgment entry and opinion to the trial court as the mandate prescribed by App.R. 27; and serve a copy of this Court's judgment entry and opinion on each party to the proceedings and note the date of service in the docket. See App.R. 30.

Juergen A. Waldick, Judge

William R. Zimmerman, Judge

Mark C. Miller, Judge

DATED:
/jlm