

[Cite as *Wiley v. Wiley*, 2004-Ohio-2192.]

IN THE COURT OF APPEALS FOR MONTGOMERY COUNTY, OHIO

JULIE A. WILEY :

Plaintiff-Appellant : C.A. CASE NO. 20105

vs. : T.C. CASE NO. 02DR720

TERRENCE R. WILEY : (Civil Appeal from  
Common Pleas Court)

Defendant-Appellee :

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O P I N I O N

Rendered on the 30<sup>th</sup> day of April, 2004.

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GRADY, J.

{¶1} Plaintiff, Julie A. Wiley, appeals from a decree of divorce terminating her marriage to Defendant, Terrence R. Wiley.

{¶2} Terrence<sup>1</sup> and Julie were married in 1971. They separated in 1993 and remained apart thereafter. Terrence continued to provide financial support for some of Julie's needs.

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<sup>1</sup>For convenience and clarity, the parties are identified by their first names.

{¶3} Julie filed a complaint for divorce on May 7, 2002. Terrence filed an answer and counterclaim.

{¶4} The parties were able to resolve all but three of the issues arising from their divorce litigation: refinancing the marital residence, which was awarded to Julie; division of certain retirement benefits; and spousal support.

{¶5} The trial court conducted a hearing on January 23, 2003, and thereafter it determined the issues before it in a written Decision that was filed on April 15, 2003. Terrence was ordered to pay spousal support in the amount of nine hundred and fifty dollars per month to Julie for a period of eighteen months. The decree further states that “[t]he court shall retain jurisdiction over the matter of spousal support.”<sup>2</sup>

{¶6} Julie filed a timely notice of appeal from the judgment and decree of divorce. She presents a single assignment of error:

{¶7} “THE TRIAL COURT ABUSED ITS DISCRETION IN ORDERING A SPOUSAL SUPPORT AWARD FOR A TERM OF EIGHTEEN (18) MONTHS.”

{¶8} Julie doesn’t dispute that the parties’ marriage effectively terminated in 1993, when they separated. Neither does she disagree with the monthly amount of support ordered. She nevertheless goes on to state:

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<sup>2</sup>We urge the Domestic Relations Court to adhere to the language required for this purpose by R.C. 3105.18(E)(1), which by its express terms is jurisdictional.

{¶9} "Appellant does however assert that given the totality of the circumstances of this case, the order for spousal support for a term of eighteen (18) months is unreasonable, arbitrary and inequitable.

{¶10} "The Plaintiff is 50 years of age and had been employed as a part-time secretary for four years earning \$13,000.00 per year. The Defendant earns approximately \$55,000.00 per year. There is therefore a gross disparity of income between the parties. Additionally, the Plaintiff's living expenses are substantially more than her income provides and she therefore has a substantial need for support from her husband.

{¶11} "The Plaintiff has very limited skills and has only recently entered the work force, limiting her employment to part-time employment.

{¶12} "The parties were married for thirty (30) years, notwithstanding the Court's finding that the property rights and retirement division were limited to a term of 22 and one-half years. Under the above circumstances, an order for spousal support for a term of eighteen (18) months is arbitrary and unreasonable. Counsel for Plaintiff requests that this Court reverse this finding and issues appropriate guidelines to the lower court which will enable the lower Court to make a reasonable determination of the length of spousal support." (Brief, p. 2).

{¶13} Statutory guidelines exist on the basis of which the Domestic Relations Courts are charged to determine "the nature, amount, and terms of payment, and duration of spousal support." R.C. 3105.18(C)(1). They are set out in paragraphs (a) through (n) of that section. The court is presumed to have applied all of the statutory factors relevant to the particular circumstances a divorce case involves. We may not reverse its award of spousal support absent a finding that the court abused the discretion conferred on it by R.C. 3105.18(C)(1). "The term 'abuse of discretion' connotes more than an error of law or judgment; it implies that the court's attitude is unreasonable, arbitrary, or unconscionable." *Blakemore v. Blakemore* (1983), 5 Ohio St.3d 217, 219.

{¶14} The written decision the court filed on April 15, 2003, shows that the court gave full consideration to a number of the R.C. 3105.18(C)(1) factors. Significant to the eighteen month duration of the award the court made are its findings that Julie will graduate from Sinclair Community College within the year with a degree that should permit her to become employed full time, allowing her to support herself, and that since their separation in 1993 Terrence had paid Julie approximately \$75,000 in support. He also made payments through the Bankruptcy Court on their joint obligations.

{¶15} Julie does not explain why she will need support at the rate the court ordered for more than the eighteen

months allowed. The court's decision explains why it found that she would not. The court "retained jurisdiction" that will permit it to change the term of the spousal support award if changed circumstances require it. We find no abuse of discretion.

{¶16} The assignment of error is overruled. The judgment of the trial court will be affirmed.

{¶17} As a final matter, counsel for both Appellant and Appellee are reminded that briefs are required by App.R. 19(A) to be double-spaced. Failure to observe that requirement may result in an order striking a brief or requiring it to be re-formatted to comply with the rule.

Judgment affirmed.

BROGAN and WOLFF, JJ., concur.

Copies mailed to:

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Hon. Denise Cross