

STATE OF OHIO, MAHONING COUNTY
IN THE COURT OF APPEALS
SEVENTH DISTRICT

STEVEN LEE BALLAS,)	
)	CASE NO. 04 MA 60
PLAINTIFF-APPELLANT,)	
)	
- VS -)	O P I N I O N
)	
CATHY T. BALLAS,)	
)	
DEFENDANT-APPELLEE.)	

CHARACTER OF PROCEEDINGS: Civil Appeal from Common Pleas Court,
Domestic Relations Division, Case No.
03DR26.

JUDGMENT: Affirmed.

APPEARANCES:

For Plaintiff-Appellant:

Attorney James Messenger
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For Defendant-Appellee:

Attorney Mary Jane Stephens
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JUDGES:

Hon. Joseph J. Vukovich
Hon. Cheryl L. Waite
Hon. Gene Donofrio

Dated: September 23, 2004

VUKOVICH, J.

{¶1} Plaintiff-appellant Steven Lee Ballas appeals the decision the Mahoning County Common Pleas Court, Domestic Relations Division, entered in the divorce action between himself and defendant-appellee Cathy T. Ballas. The first issue concerns the trial court's distribution of the marital property. The second issue is whether the trial court erred when valuing Steven's medical practice. The third issue is whether the trial court erred in failing to find Cathy guilty of financial misconduct. The final issue is whether the trial court erred in its grant of spousal support to Cathy. For the following reasons, the decision of the trial court is affirmed.

STATEMENT OF FACTS

{¶2} Steven and Cathy were married on October 2, 1983. Two children resulted from the marriage, Samuel and Rachael. The eldest child, Samuel, is emancipated; the youngest child, Rachael, a minor, was born May 9, 1988.

{¶3} Steven is a cardiologist and managing partner of The Heart Center of Northeastern Ohio. Prior to the birth of their children, Cathy was a licensed practical nurse. Once her first child was born, Cathy became a stay at home mother. However, in 1999, Cathy began the operation of The Liberty Racquet Club, aka Ballas Enterprises, in which she is the sole shareholder and manager.

{¶4} In early 2003, Steven filed a complaint for divorce. Trial was scheduled to begin in early October 2003; however, in mid-September 2003, Steven filed for bankruptcy. Accordingly, the divorce proceedings were stayed. In late November 2003, the bankruptcy court issued a relief from stay, which thereby permitted the trial court to proceed with the divorce. The divorce proceedings commenced in mid-December 2003.

{¶5} The trial court issued its findings of fact and conclusions of law on March 15, 2004. In that order, the trial court determined that the marriage terminated on December 15, 2003, and thus the marriage was a 20-year marriage. The trial court also divided the property, ordered spousal support, and ordered child support.

{¶6} The property was divided as follows. Cathy was awarded one-half of Steven's interest in The Heart Center and a one-half interest in Steven's pension plan.

{¶17} The parties were unable to agree on the valuation of Steven's interest in The Heart Center, thus, the trial court was left to make this determination. The trial court determined that Steven's interest in The Heart Center had a value of \$505,137.00. As such, Cathy's was awarded \$252,568.50.

{¶18} Steven's pension plan at the time of the divorce was worth \$578,118.11. Thus, Cathy's one-half interest was approximately \$289,059.06. The trial court then ordered that an additional \$100,000 out of the remainder of Steven's pension be given to Cathy to represent a portion of her interest in The Heart Center. Steven was left with the remaining balance on the pension plan and the potential to add more as he continues to work for The Heart Center. The court then ordered Steven to pay Cathy \$3,241.63 per month for five years to compensate her for the remaining balance, i.e. \$152,568.50, on her half interest in The Heart Center.

{¶19} The trial court also divided the cash surrender value on a life insurance policy. While the parties had multiple life insurance policies, only one of the policies, Northwestern Mutual Life Insurance policy, had a cash surrender value. The trial court awarded Cathy one-half of the cash surrender on this policy, which amounts to \$21,354.87. Steven was responsible for the loan obligation associated with this policy in the amount of \$8,682.64. The trial court then ordered that each party shall retain the additional life insurance policies they currently have in their respective names. However, the trial court determined that it would be necessary for Steven to maintain one of his life insurance policies and place Cathy as the beneficiary of the policy to ensure that the property division would be satisfied.

{¶10} Steven was then ordered to give Cathy one-half of the balance in his checking account, as well as half of his cash assets. The trial court permitted Cathy to keep her checking account containing \$500. Additionally, Cathy was given the opportunity to refinance both the marital residence and Ballas Enterprises and assume the debt on each. If these efforts failed, the properties would be sold and the proceeds divided equally between Cathy and Steven. However, if they were not sold at a profit, Steven would be responsible for the debt. Steven was awarded the motor vehicle, including the loan obligation still owed on it.

{¶11} Next, the trial court determined the amount of spousal support. Allegations of financial misconduct had been made by both parties. The trial court stated that “neither party appeared before the court with clean hands.” It found that communication could have saved Steven from bankruptcy, and that they were both to blame for this financial situation. Accordingly, it declined to compensate either party for the financial misconduct of the other party.

{¶12} After making this finding, the trial court then purportedly considered all of the factors set forth in R.C. 3105.18(C) to determine the spousal support award. The trial court, retaining jurisdiction, awarded Cathy spousal support in the amount of \$6,500 per month indefinitely, subject to increase or decrease depending on how much Steven will owe through bankruptcy.

{¶13} In regards to child support, Cathy was named the residential parent and Steven was ordered to pay support. The trial court, after considering all of the factors of R.C. 3119.23, ordered Steven to pay \$953.53 per month in child support, as well as an upward deviation of \$4,880.25 per year to finance 75% of Rachael's tennis expenses, for a total of \$1,360.22 per month. In addition, Steven was ordered to pay for Rachael's health coverage, as well as a certain percentage of all health care costs.

{¶14} Steven timely appealed from the trial court's order, raising four assignments of error.

STANDARD OF REVIEW

{¶15} The trial court's decision will not be disturbed on appeal absent a showing that it abused its discretion in dividing the marital assets and liabilities of the parties. *Martin v. Martin* (1985), 18 Ohio St.3d 292, 294-95, citing *Blakemore v. Blakemore* (1983), 5 Ohio St.3d 217, 218. “Abuse of discretion” connotes more than an error of law or judgment; it implies that the trial court's attitude was unreasonable, arbitrary, or unconscionable. *Martin*, 18 Ohio St.3d at 295. An appellate court must restrain itself from the temptation of substituting its judgment for that of the trier of fact, unless the lower court's decision amounted to an abuse of discretion. *Id.*

ASSIGNMENT OF ERROR NUMBER TWO

{¶16} “THE COURT ERRED IN PLACING A VALUE ON THE HEART CENTER WITHOUT FULLY CONSIDERING THE TOTALITY OF CIRCUMSTANCES.”

{¶17} This assignment of error is addressed first since the value of The Heart Center bears on whether there was an equitable distribution of property. Steven primarily argues that the court used the wrong estimate for the value of his business in calculating its worth.

{¶18} Steven presented evidence of the value of his share of The Heart Center at trial through The Heart Center's office manager, Paula Peterson. She testified that if Steven were to leave the practice, he would receive \$100,000 as well as a percentage of accounts receivable and longevity pay. (Tr. 81). Peterson also testified that another partner who had recently retired had received \$150,000 for his share of The Heart Center. However, this doctor received more than Steven would because he had been there about twenty years longer than Steven and received more in longevity pay. (Tr. 81-85).

{¶19} At trial, Cathy brought forth the testimony of William Leicht, a practicing accountant (CPA), licensed in Ohio and nationally. (Tr. 228). He valued Steven's portion of The Heart Center at \$505,137. (Tr. 243). This valuation was based upon documents provided to him by The Heart Center and three different evaluation approaches averaged together. (Tr. 243).

{¶20} Steven argues that the estimate offered by his witness, Peterson, was more accurate since it reflected what he would unconditionally receive from The Heart Center without having to negotiate with an outside purchaser. He further argues that Leicht's valuation is not realistic because it did not adequately consider the first option buy-out that The Heart Center retained.

{¶21} Cathy counters these arguments by contending that there is no set formula that a domestic relations court must follow when valuing a business. She maintains that the trial court has broad discretion in deciding which testimony to believe, if any, and how precisely to estimate the value of the business. She insists that the testimony offered on her behalf was more reliable because it was offered by an expert, not just an office manager, and it also averaged and took into consideration more than one method of valuation.

{¶22} As such, the trial court was left to weigh the testimonies of Peterson and Leicht, and had to decide whose testimony had more credibility. It was not bound by

the appraisal or valuation method of either witness. *Goswami v. Goswami*, 152 Ohio App.3d 151, 2003-Ohio-803, at ¶19, citing *Anderson v. Anderson*, 147 Ohio App.3d 513, 2002-Ohio-1156, at ¶74-77.

{¶23} The court found Leicht's testimony to be "very credible," since he looked at numerous factors and used three methods of valuation. (03/15/04 J.E.). It found that Peterson's opinion of the valuation of The Heart Center was not sufficient. *Id.* It then added that "after looking at the totality of the circumstances Mr. Leicht's valuation is most credible." *Id.*

{¶24} Moreover, the trial court cites to a factually similar case, *Herrmann v. Herrmann* (Nov. 6, 2000), 12th Dist. Nos. CA99-01-006, CA99-01-011. In *Herrmann*, the husband's expert testified as to the value of the husband's share of the interest based on one method, the buy-sell agreement. The wife's expert used three different valuation methods, including the buy-sell agreement, and averaged the three to attain his result. The trial court, in that case, found the wife's expert more credible and used that valuation. The Twelfth Appellate District upheld the trial court's decision, since it found that the trial court had not abused its discretion in finding one estimate of value more credible than another. *Id.*

{¶25} Considering all the above reasons for the trial court's determination, we cannot find that it abused its discretion in using Leicht's evaluation. The trial court specifically found his evaluation to be more credible. As a reviewing court we give great deference to a trial court's determination concerning credibility of witnesses. *Seasons Coal Co. v. Cleveland* (1984), 10 Ohio St.3d 77, 80. Additionally, when considering our sister court's holding and analysis, the trial court had further support for its finding. Thus, this assignment of error has no merit.

ASSIGNMENT OF ERROR NUMBER ONE

{¶26} "THE COURT IN MAKING AN INEQUITABLE DISTRIBUTION OF PROPERTY, INCLUDING INSTRUCTIONS FOR PERIODIC PAYMENTS TO THE DEFENDANT, ABUSED ITS DISCRETION AND MADE COMPLIANCE WITH THE COURT ORDER IMPOSSIBLE."

{¶27} Steven argues primarily that the property distribution was not equitable, as required by R.C. 3105.171(C)(1), which provides that, "* * * the division of marital

property shall be equal. If an equal division of marital property would be inequitable, the court shall not divide the marital property equally but instead shall divide it between the spouses in a manner the court determines equitable.” When dividing the property, the trial court considered the marital residence, car, life insurance, Steven’s pension, The Heart Center, checking accounts, cash, and Ballas Enterprises all to be marital assets. Steven makes a number of arguments regarding the inequitable distribution of property.

Checking Account and Cash

{¶28} Steven first argues that the court improperly considered his checking account and cash to be marital assets. He claims that both the checking account and cash amounts came from his half of the 2002 income tax return. He claims he previously split this with Cathy, and that splitting it a second time was inequitable. Thus, in essence, he is claiming that this money is personal property and not a marital asset.

{¶29} Steven carries the burden of proving that funds in the marital estate are his personal property and not subject to equitable division pursuant to R.C. 3105.171. *Klitch v. Klitch* (Mar. 31, 1995), 2d Dist. Nos. 94-CA-42, 94-CA-71. A spouse claiming that property is personal property, and not marital property, bears the burden of proving that it is personal property through clear and convincing evidence. *Harris v. Harris*, 6th Dist. No. L-02-1369, 2004-Ohio-683, citing R.C. 3105.171(A)(6) and *Peck v. Peck* (1994), 96 Ohio App.3d 731, 734. Thus, Steven must have proven at trial, by clear and convincing evidence, that his checking account and cash both consisted solely of his half of the 2002 income tax refund, which he already split with Cathy earlier in the year.

{¶30} At trial, Steven was asked whether the cash he had was more or less than \$7,000. (Tr. 164). He stated that “It may be more than \$7,000 because there is a tax refund that was cashed.” This answer implies that not all of the cash is from the tax refund. Furthermore, he fails to specify what part or whether all of this cash is from the tax return. The record is devoid of any statement made by him that the money in his checking account consisted of money from tax refunds and were separate property. Consequently, since he offered no clear evidence concerning its origins, he

failed to meet his burden. Accordingly, the trial court did not abuse its discretion by deeming these funds marital property and equitably dividing them. This argument lacks merit.

Life Insurance Policy

{¶31} Next, Steven argues that the trial court erred by ordering him to pay Cathy one-half of the cash surrender on his Northwestern Mutual Life Insurance policy, while it ordered him to pay the rest of the loan obligation associated with the policy. He further contends that the court contradicted itself by ordering him to continue paying on the policy and naming Cathy as the beneficiary to secure the property division award, and also ordering him to cash it in and give Cathy half of the cash surrender.

{¶32} In regards to the equity of this division and placing the loan obligations solely on Steven, the trial court has broad discretion to do what is equitable on the facts and circumstances of each case. *Martin*, 18 Ohio St.3d at 294. The court found that it could justify unequally distributing the marital debts and assets due to the gross disparity between Steven and Cathy's levels of income. (03/15/04 J.E.). Thus, given its reasoning and broad discretion, we find no error in its decision to equally split the cash surrender value of a life insurance policy while ordering Steven to pay the balance on the loan obligation for that policy.

{¶33} Furthermore, the trial court's order requiring Steven to name Cathy as a beneficiary on his life insurance policy to ensure that the property division award would be satisfied is not in conflict with the trial court's determination to divide the cash surrender value of the Northwestern policy. It appears Steven is under the impression that the Northwestern policy must be maintained and Cathy must be named as the beneficiary on this policy. This assumption is incorrect. The trial court's order does not state that Cathy has to be named as the beneficiary on the Northwestern policy. It just states that Cathy has to be named as beneficiary on one of Steven's life insurance policies. Steven has multiple other life insurance policies in which Cathy could be named as the beneficiary. Naming her on one of these other policies would act as security for the property division award. As such, Steven's argument is inaccurate and without merit.

Pension Benefits

{¶34} Steven's pension at the time the marriage terminated was \$578,188.11. The trial court found that Cathy was entitled to one-half of this amount. The trial court then ordered that an additional \$100,000 out of the remainder of his pension be paid to Cathy for part of her interest in The Heart Center. Steven does not find fault with the court's even distribution of his pension. However, he does find fault with the trial court's order of the additional \$100,000 to be paid out of his pension. He contends that when Cathy collects the \$100,000 it will be worth more than \$100,000 because of the interest it will accrue in his pension account. He, on the other hand, will merely receive \$100,000 with no interest when he quits The Heart Center.

{¶35} Part of Steven's argument is centered around the belief that the trial court erred in valuating The Heart Center at \$505,137. However, we have already determined that the trial court did not abuse its discretion in making this determination. Accordingly, a portion of appellant's argument as to this issue fails as it is based on a faulty premise.

{¶36} The rest of Steven's argument is based on the fact that the additional \$100,000 paid through his pension will acquire interest and, as such, Cathy will receive a benefit greater than \$100,000 when she collects. In awarding the extra \$100,000, the trial court did not address this interest issue. However, the court did find that this distribution of funds was equitable.

{¶37} While this finding does not directly address the interest Cathy may acquire on the \$100,000 prior to its collection, it provides justification as to why the court felt that this distribution was equitable. A trial court is only required to indicate the basis in sufficient detail for its decision and does not have to explain its reasoning in detail. *Utt v. Utt*, 7th Dist. No. 02CO47, 2003-Ohio-6720, citing *Davis v. Davis*, 7th Dist. No. 2000CO31, 2001-Ohio-3513; R.C. 3105.171(G) (stating a trial court must indicate the basis for the division of marital property in sufficient detail to allow the reviewing court to determine whether the award is fair, equitable, and in accordance with the law). The trial court went out of its way to give reasons as to why the pension

would be distributed in this manner. It acknowledged that given the valuation of The Heart Center, Steven had no other means to pay Cathy for her share.

{¶38} Furthermore, the remainder of her interest in The Heart Center will be paid to her within the next five years. Given that her collection of the remaining \$100,000 is dependent on when Steven leaves The Heart Center (which could possibly be as many as fifteen years) it is not unreasonable to allow Cathy to acquire the interest on this amount.

{¶39} In addition, as shown above, this claim is too speculative in regards to when Steven will leave The Heart Center. Steven has no way of proving when he will leave The Heart Center, nor can he prove that he will only get \$100,000. The trial court felt that this division was equitable and in the best interests of all involved.

{¶40} Considered in light of all the above, the trial court did not abuse its discretion in awarding an additional \$100,000 to be paid to Cathy out of Steven's pension as a partial payment of her interest in The Heart Center. This argument has no merit.

Marital Debt and Bankruptcy Payments

{¶41} Next, Steven contends that the real damage to the equity of the court's order lies within its allocation of debt. The court ordered Cathy to pay \$29,142.42 in credit card debt, while Steven was ordered to pay \$34,104.00 in credit card debt in addition to a loan to Key Bank for \$95,199.00. Steven was additionally ordered to pay the \$8,682.64 for the loan associated with the Northwest Mutual Life Insurance policy. Plus, if Cathy was unable to refinance the marital home and Ballas Enterprises and the properties were sold for less than the debt accumulated on them, then Steven would be responsible for the deficiencies. Thus, without considering the marital home or Ballas Enterprises, Cathy is responsible for approximately 17% of the debt, while Steven is responsible for approximately 82% of the debt.

{¶42} Steven claims that this computation alone is inequitable. Furthermore, he contends that the trial court erred when it failed to attribute half of the \$180,000 he will pay in the next three years in bankruptcy to Cathy. According to Steven, this \$180,000 owed to debtors is marital debt subject to recognition by the court.

{¶43} As a general rule, the law requires that marital property be divided equally. See R.C. 3105.171(C)(1). If, however, an equal division would produce an inequitable result, the property of the parties must be divided in such a way as the domestic relations court determines to be equitable. *Id.*; *Baker v. Baker* (1992), 83 Ohio App.3d 700, 702; *Wright v. Wright* (Nov. 13, 2000), 5th Dist. No. 2000CA00146. In making a division of marital property or a distributive award, the trial court is required to consider all nine factors listed in R.C. 3105.171(F) and make written findings of fact to support its determination. *Id.*, citing R.C. 3105.171(G).

{¶44} The division of debt without considering the \$180,000 owed through the bankruptcy court, at first blush appears unequal. However, the trial court specifically referencing R.C. 3105.171(C)(1) stated that, “an unequal division of property is equitable in this case due to the disparity of income between the parties.” The court then explained that Steven conservatively earns \$375,000 a year, while Cathy earns \$20,000 a year. Thus, Steven earns almost 19 times more than Cathy earns and he is only paying five times more of the debt than Cathy is paying. When considering these figures, the trial court’s unequal division of debt was not inequitable and, thus, did not constitute an abuse of discretion.

{¶45} In reaching this conclusion, we do acknowledge that we are not considering either the \$5,000 per month payment (for three years) in bankruptcy, the marital home or Ballas Enterprises. We considered none of these because the debt on the marital home and Ballas Enterprises comprised a large portion of Steven’s bankruptcy debts. If Cathy refinances, Steven will be relieved of these debts in bankruptcy.

{¶46} Steven additionally claims that the payments for spousal support, child support, and property the trial court awarded Cathy, make it impossible for him to pay both his bankruptcy payments and his divorce payments and still support himself each month. However, the record indicates, and the trial court found, that Steven could amend his bankruptcy payment plan at any time. This finding was based on the testimony given by Steven’s bankruptcy trustee. (03/15/04 J.E.). Furthermore, according to 11 U.S.C. 1127(a), Steven can modify his repayment plan at any time before confirmation of his plan, which has not yet occurred. This amendment of his

repayment plan could be necessary, since the payment of spousal and child support obligations are a priority, and will not be discharged in bankruptcy court. 11 U.S.C. 507(a)(7). Therefore, the record does not support Steven's contention that it is impossible for him to pay all his monthly payments, since he can amend his bankruptcy repayment plan.

{¶47} Lastly, Steven argues that the payments he is making on the property should be deferred, pending the results of Cathy's attempts to refinance the marital home and Ballas Enterprises. However, the property payments that Steven is making are not for payment of the house mortgage or for Ballas Enterprises, but are to compensate Cathy for her half interest of The Heart Center. (03/15/04 J.E.). Therefore, deferring the payments until Cathy has either succeeded or failed at refinancing the marital home and/or Ballas Enterprises is not necessary. Since the payment and the refinancing are not directly related to one another, the court did not abuse its discretion by ordering that the property payments be made while refinancing was pending. For all the above stated reasons, this assignment of error lacks merit.

ASSIGNMENT OF ERROR NUMBER THREE

{¶48} "THE COURT ERRED IN FAILING TO FIND THAT DEFENDANT WAS GUILTY OF FINANCIAL MISCONDUCT."

{¶49} Steven claims in this assignment of error that the trial court erred by not finding that Cathy was guilty of financial misconduct. This claim stems from Cathy's failure to make the monthly loan payments on Ballas Enterprises, or to inform Steven that she had not been making the payments.

{¶50} R.C. 3105.171(e)(3) states that "if a spouse has engaged in financial misconduct * * * the court may compensate the offended spouse with a distributive award or with a greater award of marital property." The party who is offended has the burden of proving financial misconduct. (03/15/04 J.E. citing *Thill v. Thill*, 2d Dist. No. 2001-CA-23, 2001-Ohio-1490).

{¶51} The trial court made lengthy findings in regards to financial misconduct and found that there must be some sort of wrongdoing involved with the misconduct, such as an element of profit or interference with another's property rights. (03/15/04 J.E. citing *Hammond v. Brown* (Sept. 14, 1995), 8th Dist. No. 67268). However, the

trial court found that, “To the extent that any financial misconduct occurred, neither party appeared before the Court with clean hands. In particular, the Court finds that Plaintiff had funds readily accessible to pay toward said loans. Likewise, the Court finds that Defendant failed to notify Plaintiff of the delinquent loans.” (03/15/04 J.E.).

{¶52} In accordance with these findings, the trial court declined to award either of the parties for the other’s financial misconduct. (03/15/04 J.E. citing *Ryncarz v. Ryncarz* (Feb. 13, 1997), 9th Dist. No. 17856). Miscommunication, according to the trial court, was the only thing that kept the parties from making the payments for Ballas Enterprises, and it felt this was not adequate to justify compensating either of the parties for the other’s misconduct. (03/15/04 J.E.). Thus, the trial court found that both parties were at fault.

{¶53} Accordingly, the trial court did not abuse its discretion in failing to compensate Steven for Cathy’s misconduct when he was just as at fault as she was. See *Ryncarz*, 9th Dist. No. 17856 (stating that it was not an abuse of discretion for a trial court to deny each party’s claim of financial misconduct when both were at fault). This assignment of error lacks merit.

ASSIGNMENT OF ERROR NUMBER FOUR

{¶54} “THE COURT ERRED IN GRANTING AN AMOUNT OF SPOUSAL SUPPORT TO THE DEFENDANT THAT WAS NEITHER APPROPRIATE NOR REASONABLE.”

{¶55} Steven argues that the trial court erred in awarding Cathy spousal support in the amount of \$6,500 per month for an indefinite period of time. When awarding spousal support, the trial court must first consider all of the statutory factors in R.C. 3105.18(C)(1). The court, in a lengthy discussion, considered every factor. It found that there was great disparity between the incomes of each spouse, that the length of the marriage was just over twenty years, Cathy’s standard of living would be much lower than it was during the marriage without spousal support, and Cathy would need more education to earn a greater earning potential. (03/15/04 J.E.).

{¶56} Normally, spousal support should be set to terminate upon a certain definitive date set by the court. (03/15/04 J.E. 26 citing *Kunkle v. Kunkle* (1990), 51 Ohio St.3d 64). However, if one of the exceptions set forth in *Kunkle* applies and the

trial court reserves jurisdiction to terminate the award in the future, then the trial court will rarely have abused its discretion by failing to set a termination date on a spousal support award. *Jakubec v. Jakubec*, 7th Dist. No. 99CA242, 2001-Ohio-3223, citing *Kunkle*, 51 Ohio St.3d 64; *Kasmer v. Kasmer* (Aug. 26, 1999), 7th Dist. No. 98CA132. The three exceptions that will allow the trial court to avoid setting a support award termination date are, “a marriage of long duration, parties of advanced age, or a homemaker-spouse with little opportunity to develop meaningful employment outside the home * * *.” *Kunkle*, 51 Ohio St.3d at 66.

{¶57} In this case, the trial court found that the parties had been married for just over twenty years. As such, it was a marriage of long duration. *Soley v. Soley* (1995), 101 Ohio App.3d 540; *Vanke v. Vanke* (1994), 93 Ohio App.3d 373; *Apicella v. Apicella* (Nov. 15, 1999), 7th Dist. No. 97BA65. In accordance with *Kunkle*, this factor alone would have permitted spousal support for an indefinite period. However, the trial court also found that Cathy had little opportunity to develop meaningful employment outside the home in comparison with Steven’s employment, since he makes nearly nineteen times what Cathy makes each year. When considering these factors, \$6,500 in spousal support a month for an indefinite period does not amount to an abuse of discretion.

{¶58} Therefore, given that the trial court did reserve jurisdiction and made findings in accordance with *Kunkle*, the trial court did not abuse its discretion in its award of supposal support. This assignment of error lacks merit.

{¶59} For the foregoing reasons, the decision of the trial court is hereby affirmed.

Waite, P.J., concurs.
Donofrio, J., concurs.