

NOTICE

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2015 IL App (4th) 140954-U

NO. 4-14-0954

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED

August 25, 2015

Carla Bender
4th District Appellate
Court, IL

In re: MARRIAGE OF)	Appeal from
CAROLYN S. OTTEN,)	Circuit Court of
Petitioner-Appellee,)	Sangamon County
and)	No. 13D21
DANIEL A. OTTEN,)	
Respondent-Appellant.)	Honorable
)	John Madonia,
)	Judge Presiding.

JUSTICE STEIGMANN delivered the judgment of the court.
Presiding Justice Pope and Justice Harris concurred in the judgment.

ORDER

¶ 1 *Held:* The appellate court affirmed the trial court's judgment, concluding that the court did not abuse its discretion by awarding respondent \$2,500 monthly in rehabilitative maintenance and requiring the parties to pay their own attorney fees.

¶ 2 In September 2014, the trial court dissolved the marriage of petitioner, Carolyn S. Otten, and respondent, Daniel A. Otten. As part of its judgment, the court ordered (1) Carolyn to pay Daniel rehabilitative maintenance of \$2,500 per month for two years and (2) the parties to pay their own respective attorney fees.

¶ 3 Daniel appeals, arguing that the trial court abused its discretion by (1) awarding rehabilitative maintenance instead of permanent maintenance, (2) awarding him only \$2,500 monthly in rehabilitative maintenance, and (3) ordering him to pay his own attorney fees. We disagree and affirm.

¶ 4

I. BACKGROUND

¶ 5 In October 2000, Carolyn and Daniel married. During their union, the parties had one son, A.O. (born in 1997). In January 2013, Carolyn filed a petition for dissolution of marriage, citing irreconcilable differences.

¶ 6 At a June 2014 hearing on Carolyn's dissolution petition, the parties agreed to the following division of marital property:

Carolyn

Assets		Debts	
Home	\$193,500	Credit Cards	\$-21,947
2013 Volvo	\$20,820	Auto Loans	\$-38,020
Banking Accounts	<u>\$368</u>	Mortgage	<u>\$-138,640</u>
	\$214,688		\$-198,607

Daniel

Assets		Debts	
Ford F350 (Truck)	\$17,654	Credit Cards	\$-2,994
Jeep Wrangler	\$15,584	Truck Loan	\$-8,974
Life Insurance Cash	\$3,395	Business Loan	<u>\$-1,937</u>
Roth IRA	\$4,835		\$-13,905
Banking Accounts	\$1,705		
Business Equipment	<u>\$7,940</u>		
	\$51,113		

(Carolyn assumed the Volvo and Jeep auto loans; the parties do not dispute that the agreed upon division of marital assets represented an equitable distribution.)

¶ 7 In their respective affidavits of income, expenses, assets, and liabilities (hereinafter, financial affidavits), the parties provided the trial court an accounting of nonmarital assets. Daniel revealed that his 1/2 interest in assets he and his brother had inherited from his mother's estate was valued at \$525,323. Specifically, Daniel's share of the inheritance included (1) \$435,000 in farmland, (2) \$49,250 in real estate (two homes), (3) \$7,669 in various financial accounts, (4) \$28,230 in farm equipment, and (5) \$5,174 in vehicles. Daniel also listed \$1,212 in financial stocks as nonmarital assets. Carolyn's nonmarital asset consisted of a \$20,243 rollover into her existing individual retirement account (IRA), which in May 2014, was valued at \$486,127. (The IRA valuation included the \$20,243 nonmarital rollover.) The parties presented the following additional evidence at the hearing on Carolyn's dissolution petition.

¶ 8 A. The Parties' Evidence

¶ 9 Carolyn, who was 51 years old, testified that in 1985 she became a licensed certified public accountant (CPA). Initially, Carolyn worked for a CPA firm. In October 2002, Carolyn began working as the director of patient accounting for Springfield Clinic. In November 2005, the clinic promoted Carolyn to chief operating officer, and approximately four years later, she became the clinic's chief human resources officer, earning \$280,000 annually. Carolyn explained that she received gross monthly income of \$23,369, subject to the following monthly deductions: (1) \$7,901 for federal, state, social security, and Medicaid taxes; (2) \$3,205 in temporary spousal support to Daniel; (3) \$234 to her IRA; (3) \$766 for health, medical, dental, life, and disability insurance; and (4) \$2,170 transferred to a separate financial account for household, transportation, personal, child, and miscellaneous expenses. Carolyn reported that her deductions left her \$9,093 monthly in disposable income.

¶ 10 When the parties married in 2000, they resided in a four-bedroom home in Roch-

ester, Illinois, where Carolyn remains with A.O. At the time of the marriage, Daniel worked for an information technology (IT) firm as a contracted computer network engineer but was laid off from that position. Daniel quickly found another IT job at a local hospital, where he remained for five years before being laid off from that position. In 2007, Daniel switched careers and opened Otten Landscaping—a decision which Carolyn did not oppose.

¶ 11 In July 2011, the parties' deteriorating relationship caused Daniel to move out of the marital residence, but he returned in April 2012. During that nine-month period, Daniel did not seek financial support from Carolyn. In January 2013, Carolyn filed her dissolution petition following the parties' unsuccessful attempt at reconciliation. In April 2013, Daniel left the marital home. In September 2013, the trial court ordered Carolyn to pay Daniel \$3,200 monthly in temporary maintenance. In so doing, the court noted that if Daniel decided to dissolve his landscaping company, which had been struggling financially, the court expected him to actively search for alternate employment.

¶ 12 Carolyn described A.O. as a "highly functioning, very creative child." At the time of the hearing, A.O. was 16 years old and entering his junior year in high school, where he (1) was enrolled in advanced (college-level) courses, (2) maintained a 4.0 to 4.2 grade point average, and (3) was ranked in the top third of his class. A.O. played three musical instruments—the drums, bass guitar, and piano—and was a member of the high school's jazz and marching bands as well as the school's choir. A.O.'s extracurricular activities involved being a member of at least six musical bands.

¶ 13 In addition to his musical talents, A.O. had been improving his audio-visual design skills, which involved composing music with the aid of a computer for video game animations. In July 2011, A.O. attended an "IE Tech Camp" at Northwestern University, which result-

ed in his continued friendships with college students. On his own initiative, A.O. submitted music he composed to various universities and later received invitations to attend summer workshops at Belmont University in Nashville, Tennessee, and Butler University in Indianapolis, Indiana, which Carolyn noted were significant offers.

¶ 14 Carolyn estimated that she spent \$257 monthly on A.O.'s music and computer activities. In particular, A.O.'s drums needed resurfacing biannually and his audio-visual design interests required a "pretty significant investment" for software upgrades, sound equipment, and associated peripherals. Carolyn surmised that these expenditures would benefit A.O. when he applied to colleges. In July 2011, when the parties initially separated, Daniel stopped contributing financially to A.O.'s welfare. The first time Carolyn heard that Daniel financed his personal and business expenses with nonmarital funds was during his February 2014 deposition.

¶ 15 Daniel, who was 50 years old, was called as an adverse witness in Carolyn's case in chief. Daniel testified that he had an accounting degree and had passed the CPA examination but was not licensed because he did not work as a CPA for a year. Daniel then explained his IT work history before his 2007 career shift, which was consistent with Carolyn's aforementioned account. After vacating the marital home in April 2013, Daniel resided in a home that he co-owned with his brother, which was located in Virden, Illinois, and valued at \$58,500.

¶ 16 In his June 2014 financial affidavit, Daniel listed monthly household expenses of \$1,686, which included, in part, such things as rent, garbage removal, cable television, real estate taxes, and renter's insurance. Daniel acknowledged that he used one banking account for both his business and personal expenses. Carolyn's counsel then provided Daniel copies of his monthly banking statements—which dated back to January 2013—and asked him to identify where on his statements he made payments satisfying the monthly debts listed on his June 2014 financial

affidavit. Daniel explained that he could not do so because his monthly expenses were being satisfied from nonmarital financial accounts that he and his brother had inherited. Daniel's June 2014 financial affidavit disclosed a \$48,767 debt owed those nonmarital accounts. During his February 2014 deposition, Daniel stated his intent to provide the trial court written proof that he had received a "line of credit," but he failed to do so.

¶ 17 Daniel acknowledged that since April 2013, when he left the marital home, he had not provided any financial support to A.O. Daniel admitted that during the past few years, his landscaping business was not doing well financially, but he had only applied for three military-contracting jobs after the court ordered Carolyn to pay him \$3,200 monthly in temporary maintenance.

¶ 18 On direct examination, Daniel testified that in 2013, he and his brother made \$5,080 by renting the inherited farmland on a crop-share basis. Daniel expected to make a profit of \$7,000 in 2014 under that same basis but noted that he and his brother were discussing whether to rent their land on a "cash rent" basis in 2015 to provide a greater fixed income. Daniel projected that in 2014, his landscaping business would make a profit of \$14,000 but stated his intent to close the business because it did not generate enough income. Daniel noted that his current health plan, which was being provided by Carolyn's employment, would cease and cause him to incur an additional expense of \$510 monthly to provide consolidated omnibus budget reconciliation act—commonly known as COBRA—health insurance coverage.

¶ 19 With regard to his job search, Daniel stated that (1) although he was a military veteran, the veteran-preferred jobs offered by the State were "geared primarily for newly separated" veterans, (2) his IT skills were no longer marketable because his expertise was in a seldom-used operating system, and (3) he was no longer qualified to be a CPA. Daniel estimated that it

would take about six months of training to make him marketable in the IT field, but he surmised that the current job market would make finding an IT position challenging.

¶ 20 Daniel recalled a conversation he had with Carolyn in the winter of 2005—shortly after he was laid off by his IT employer—in which Carolyn stated that she did not care if he ever worked again. When Daniel informed her that he had to do something, Carolyn responded, "[A]s long as you take care of this house and our boys it's good enough for me." (Carolyn's reference to "our boys" included Daniel's son, Garrett, from a previous marriage, who is now an adult and no longer resides with the parties.) Shortly thereafter, Daniel began planning to open Otten Landscaping.

¶ 21 Daniel interpreted his conversation with Carolyn to mean that he would become "Mr. Mom"—that is, he would assume primary responsibility for maintaining all aspects of the household, which included taking care of the children, so that Carolyn could concentrate on her career. As a small-business owner, Daniel surmised that he would have more flexibility to handle scheduling changes and emergencies if and when they arose. Daniel stated that he assumed that role until July 2011, when he left the marital home. Daniel added that he had recently paid \$400 to a local community college so that Garrett could begin classes.

¶ 22 In rebuttal, Carolyn disputed Daniel's account of the 2005 conversation regarding his family responsibilities. Carolyn recalled that Daniel always liked mowing, which he had done while attending college, and it was "the one thing that hadn't gone away, so [Daniel] decided he wanted to open Otten Landscaping by himself." Carolyn agreed with Daniel's plan to open Otten Landscaping because "it was something that would keep him happy." Carolyn disputed Daniel's "Mr. Mom" characterization, stating that she (1) continued to pay for day care and after-school programs, (2) had her mother perform child-care duties during the summer, and (3) would

leave work to take the children to medical appointments and pick them up from school.

¶ 23

B. The Trial Court's Ruling

¶ 24

In September 2014, the trial court entered an 18-page written judgment of dissolution of marriage (1) dissolving the parties' marriage, (2) awarding Carolyn primary custody of A.O. subject to the parties' visitation schedule, (3) dividing the parties' marital assets and debts in accordance with the parties' agreement, (4) ordering Daniel to pay \$425 in child support to Carolyn, and (5) granting Daniel a 1/2 interest in the marital portion of Carolyn's IRA account.

¶ 25

As to maintenance, the trial court found unpersuasive Daniel's claim that he had been paying his expenses with nonmarital assets. Specifically, the court noted:

"[Carolyn] cites to [Daniel's] lack of dependency on her temporary contributions, which were ordered by this court *** at a rate of \$3,200 per month, in support of her contention that [Daniel] does not have needs sufficient to require her to continue to support him. Indeed, [Daniel] identified a large portion of his living expenses that were not at all affected by [Carolyn's] monthly unallocated support contributions. While [Daniel] attempted to combat this contention by demonstrating that his needs were being met through loans from his brother, the court found [Daniel's] documentation for the loan arrangement to be created for the sake of convenience and more for the benefit of allowing him to make this argument in these legal proceedings. In short, the court was unimpressed with his family loan position, and believes [Carolyn] presented a verifiable argument that [Daniel] can substantiate his needs and support

his living arrangements through his own means and resources.

This position *** is further supported by the realization that [Daniel] also received substantial nonmarital assets from which he will benefit economically well into the future."

¶ 26 The trial court did find, however, that despite "meeting his current financial needs sufficiently," Daniel was not living as he had been accustomed to during the marriage. In particular, the court noted the disparity of income between the parties in that Carolyn had an annual gross income of \$280,000, while Daniel had a projected gross income of \$21,000. The court also surmised that although Otten Landscaping afforded (1) Daniel the flexibility to immediately address family concerns and (2) Carolyn time to focus on her career, it also prevented Daniel from devoting his full attention to his business, which may have negatively impacted its profitability.

¶ 27 The trial court determined that "for the time being," Daniel was entitled to maintenance. After considering (1) the length of the parties' marriage and (2) Daniel's potential earning capacity, the court found that a 24-month term of rehabilitative maintenance instead of permanent maintenance was appropriate. The court reasoned that this period would permit Daniel to "devote his full attention to his lawn care business and attempt to make it work or use the time and support to get additional training in the IT or accounting fields and conduct a thorough job search for more stable income." The court noted that it would review the rehabilitative maintenance award after the 24-month period, which would allow reconsideration of any changes to the parties' financial circumstances given that A.O. would likely be involved in "post high school educational endeavors."

¶ 28 The trial court then focused on the factors provided by section 504 of the Illinois Marriage and Dissolution of Marriage Act (Marriage Act) (750 ILCS 5/504 (West 2014)) to de-

termine the appropriate amount of rehabilitative maintenance. The court found that given (1) Daniel's financial needs; (2) Carolyn's ability to pay; (3) Carolyn's ongoing temporary maintenance payments, which she had made since April 2013; and (4) the substantial marital and nonmarital assets distributed between the parties, a monthly rehabilitative maintenance award of \$2,500 was appropriate. Thereafter, the court determined that each party would be responsible for paying their respective attorney fees.

¶ 29 This appeal followed.

¶ 30 II. ANALYSIS

¶ 31 Daniel argues that the trial court abused its discretion by (1) awarding rehabilitative maintenance instead of permanent maintenance, (2) awarding him only \$2,500 monthly in rehabilitative maintenance, and (3) ordering him to pay his own attorney fees. We address Daniel's claims, in turn.

¶ 32 A. Maintenance

¶ 33 1. *The Applicable Statute and the Standard of Review*

¶ 34 Section 504(a) of the Marriage Act requires a trial court to consider the following factors when contemplating an award of temporary or permanent maintenance: (1) the income and property of each party; (2) the respective needs of each party; (3) the present and future earning capacity of each party; (4) any impairment of the present and future earning capacity, resulting from a party devoting time to domestic duties or having forgone or delayed education, training, employment, or career opportunities due to the marriage; (5) the time necessary for the party seeking maintenance to acquire appropriate education, training, and employment, and whether that party can support himself or herself through appropriate employment or is the custodian of a child making it appropriate that the custodian not seek employment; (6) the standard of living

established during the marriage; (7) the duration of the marriage; (8) the age and the physical and emotional condition of both parties; (9) the tax consequences of the property division upon the respective economic circumstances of the parties; (10) contributions and services by the party seeking maintenance to the education, training, career or career potential, or license of the other spouse; (11) any valid agreement of the parties; and (12) any other factor that the court expressly finds to be just and equitable. 750 ILCS 5/504 (West 2014).

¶ 35 "As a general rule, 'a trial court's determination as to the awarding of maintenance is presumed to be correct.' " *In re Marriage of Heroy*, 385 Ill. App. 3d 640, 650, 895 N.E.2d 1025, 1037 (2008) (quoting *In re Marriage of Donovan*, 361 Ill. App. 3d 1059, 1063, 838 N.E.2d 310, 314 (2005)). The amount of a maintenance award lies within the sound discretion of the trial court, and a court of review must not reverse that decision unless it was an abuse of discretion. *In re Marriage of Schneider*, 214 Ill. 2d 152, 173, 824 N.E.2d 177, 189 (2005). "A trial court abuses its discretion when it acts arbitrarily, without conscientious judgment, or, in view of all of the circumstances, exceeds the bounds of reason and ignores recognized principles of law, resulting in substantial injustice." *In re Marriage of Bradley*, 2011 IL App (4th) 110392, ¶ 26, 961 N.E.2d 980.

¶ 36 *2. Rehabilitative Maintenance*

¶ 37 Daniel argues that the trial court abused its discretion by awarding rehabilitative maintenance instead of permanent maintenance. We disagree.

¶ 38 "Rehabilitative maintenance is appropriate where the spouse is employable at an income that would provide the spouse the approximate standard of living enjoyed during the marriage." *In re Marriage of Nord*, 402 Ill. App. 3d 288, 305, 932 N.E.2d 543, 557 (2010).

"Permanent maintenance, on the other hand, is appropriate where it is evident that the recipient

spouse is either unemployable or employable only at an income that is substantially lower than the previous standard of living." *In re Marriage of Micheli*, 2014 IL App (2d) 121245, ¶ 18, 15 N.E.3d 512. A trial court is better situated than a reviewing court to determine whether permanent or rehabilitative maintenance is appropriate. *Nord*, 402 Ill. App. 3d at 305, 932 N.E.2d at 557.

¶ 39 Daniel contends that the trial court failed to take into consideration his (1) circumstances, (2) standard of living during the parties' marriage, and (3) potential earning capacity in awarding rehabilitative maintenance. Our review of the trial court's comprehensive written order, in which the court devoted 6 of the order's 18 pages to the issue of maintenance, belies Daniel's claim.

¶ 40 In this case, the trial court demonstrated a keen awareness of the parties' drastically divergent positions on the issue of maintenance, the surrounding factual circumstances underpinning their respective claims, and the reasonable inferences to be gleaned therefrom. In its analysis, the court characterized as convincing Daniel's claims that (1) Carolyn's income was substantially higher than his income and (2) his financial situation did not support the lifestyle that he had become accustomed to during the marriage. However, after considering the aforementioned statutory factors, specifically, Daniel's (1) age, (2) education, (3) length and contributions that his self employment provided to his family; (4) significant nonmarital resources, and (5) potential earning capacity in several employment fields, the court found that affording Daniel time by granting him rehabilitative maintenance for two years was the appropriate course of action. Specifically, the court stated that the purpose of rehabilitative maintenance was "to allow [Daniel] to either devote his full attention to his lawn care business and attempt to make it work, or use the time and support to get additional training in the IT or accounting field and conduct a

thorough job search for more stable income." The court expected that Daniel's efforts at obtaining full-time, stable employment would be a significant factor when later reviewing the rehabilitative maintenance award.

¶ 41 Daniel acknowledges that the trial court considered these pertinent factors but cites numerous cases in support of his argument that the court nonetheless abused its discretion by awarding rehabilitative instead of permanent maintenance. However, instead of arguing how those cases show that the court's judgment in this case constituted an abuse of its discretion, Daniel directs our attention to long-established principles that do not deviate from either (1) the aforementioned criteria for granting rehabilitative instead of permanent maintenance or (2) the statutory factors that a court must consider when making such a determination. Essentially, the gist of Daniel's claim is that given his past and current employment status, it is apparent that his future employment prospects will only be at an income that is substantially lower than his previous standard of living and thus, the court should have granted him permanent maintenance. The court found otherwise, and we conclude that under the facts presented, the court's decision to grant Daniel rehabilitative maintenance for two years was not an abuse of its discretion but, instead, entirely reasonable.

¶ 42 *3. The Amount of Rehabilitative Maintenance*

¶ 43 Daniel argues that the trial court abused its discretion by awarding him only \$2,500 monthly in rehabilitative maintenance. We disagree.

¶ 44 In calculating the appropriate amount of rehabilitative maintenance, the trial court noted that although Carolyn appeared to have significant disposable income, she had substantial deductions affecting her net income—some of which were deposited into accounts that could not be liquidated. The court also noted that since July 2011, Carolyn had been the sole parent re-

sponsible for providing for A.O.'s welfare, which was a substantial financial commitment given A.O.'s numerous educational and extracurricular activities. Based on its analysis, the court found that Carolyn's substantial earning capacity was compromised by Daniel's unwillingness to contribute financially, which narrowed the actual income disparity between the parties.

¶ 45 The trial court, nonetheless, recognized that the dissolution of the parties' marriage would necessarily increase some of Daniel's expenses, such as healthcare. The court then focused on the applicable factors listed in section 504 of the Marriage Act and determined that a monthly rehabilitative maintenance award of \$2,500 (\$30,000 annually) was appropriate given (1) Daniel's financial needs; (2) Carolyn's ability to pay; (3) Carolyn's ongoing temporary maintenance payments, which she had made since April 2013; and (4) the substantial marital and nonmarital assets distributed between the parties.

¶ 46 Daniel challenges the amount of rehabilitative maintenance the trial court awarded, asserting that after combining the \$30,000 annual rehabilitative maintenance proceeds with his projected \$21,000 income for 2014, and deducting the appropriate taxes and expenses, he will be left with a net disposable income of \$24,933 per year. However, Daniel's calculations omit the substantial nonmarital assets he currently possesses and his stated plans to increase the income generated from his farmland. In addition, Daniel assumes that his current employment situation will continue in perpetuity, when even Daniel admitted it could not given his small business prospects. Daniel also asserts that the court did not properly analyze Carolyn's financial circumstances. Specifically, Daniel claims that Carolyn overstated her expenses and tax liability. Despite his claim, the record reveals—and Daniel does not dispute—that the court considered testimony, exhibits, and financial affidavits that laid bare the full scope of the parties' finances, which, as we have previously noted, the court meticulously examined.

¶ 47 In granting rehabilitative maintenance, the trial court necessarily found that Daniel possessed skills that would make him employable at an income that would provide him the approximate standard of living he enjoyed during the marriage. To that end, the court carefully considered each of the of the applicable statutory factors, and it determined that a monthly rehabilitative maintenance award of \$2,500, coupled with Daniel's projected income and current assets, would provide him time to either devote his full attention to growing a successful business or obtain training in another field to achieve that standard. In so doing, the court left open the possibility of renewing, modifying, or terminating the rehabilitative maintenance based on Daniel's actions, or lack thereof, to improve his finances or employment prospects. Contrary to Daniel's position, we conclude that the court did not exceed the bounds of reason by granting him \$2,500 monthly in rehabilitative maintenance.

¶ 48 B. Attorney Fees

¶ 49 Daniel argues that the trial court abused its discretion by ordering him to pay his own attorney fees. We disagree.

¶ 50 "Illinois follows the 'American Rule,' which provides that absent statutory authority or a contractual agreement, each party must bear [their] own attorney fees and costs." *Housing Authority of Champaign County v. Lyles*, 395 Ill. App. 3d 1036, 1038, 918 N.E.2d 1276, 1278 (2009). Section 508(a) of the Marriage Act, provides that "[t]he court from time to time, after due notice and hearing, and after considering the financial resources of the parties, may order any party to pay a reasonable amount for his own or the other party's costs and attorney's fees." 750 ILCS 5/508(a) (West 2014). A trial court's decision to grant or deny attorney fees under section 508 of the Marriage Act is reviewed generally for an abuse of discretion. *Schneider*, 214 Ill. 2d at 174, 824 N.E.2d at 190.

¶ 51 The record shows that in June 2014, the trial court conducted a bifurcated hearing in which it first considered grounds for dissolution of the parties' marriage and, immediately thereafter, conducted a separate hearing in which it considered evidence on the parties' ancillary issues. At the close of evidence, the parties complied with the court's request to provide written closing arguments.

¶ 52 The transcript of proceedings at the June 2014 hearing reveals that Daniel did not raise the issue of attorney fees to the trial court. Instead, Daniel's first mention of attorney fees occurred in his written closing argument, as follows:

"With regard to [attorney] fees, [Daniel] has substantial [attorney] fees owed to his [attorney] as shown by the attached Affidavit ***. [Daniel] had outstanding [attorney] fees *** through June 30, 2014, of \$20,525.23. [Daniel] proposes that Carolyn make payment of \$15,000 of his outstanding [attorney] fees and costs and she be responsible for her own [attorney] fees and costs."

¶ 53 In Carolyn's written closing argument, she made the following statements concerning attorney fees:

"Each party should be responsible for his/her own attorney fees. If the court wishes to decide the issue of attorney fees, the parties should be allowed to file affidavits as well as introduce evidence on [Daniel's] numerous delays in responding to discovery requests."

¶ 54 In its September 2014 order, the trial court ordered the parties to pay their own attorney fees.

¶ 55 Directing our attention to the income disparity between the parties, Daniel contends that he would have to expend nonmarital assets to satisfy his outstanding balance of \$20,535 in attorney fees because he has minimal marital assets and "no extra income whatsoever" to pay that debt. Daniel asserts further that although a trial court is not required to award attorney fees when a substantial difference in earning capacity exists, he claims that in the instant case, the court abused its discretion by ignoring that disparity altogether. However, as we have previously noted, after carefully considering the parties' financial standings, the court found that Carolyn's substantial earnings capacity was compromised by Daniel's unwillingness to contribute financially toward A.O.'s "extraordinary expenses," which narrowed the actual income disparity between the parties.

¶ 56 Moreover, we note that during the pendency of this case, Daniel had the ability to reduce further his attorney-fee debt but failed to do so. In June 2014, when the trial court conducted the hearing on the dissolution petition, Carolyn had paid Daniel approximately \$28,800 in temporary maintenance (\$3,200 monthly from September 2013 to June 2014). Daniel admitted that he did not use the rehabilitative maintenance payments to either support A.O. or defray his household expenses. Yet, despite receiving that sum, Daniel acknowledged that as of June 2014, he had paid only \$3,712 toward his attorney fees.

¶ 57 Accordingly, we decline to conclude that the trial court abused its discretion by ordering the parties to pay their respective attorney fees.

¶ 58 In so concluding, we commend the trial court for its conscientious and comprehensive written order, which this court found helpful in its resolution of this appeal.

¶ 59 III. CONCLUSION

¶ 60 For the reasons stated, we affirm the trial court's judgment.

¶ 61

Affirmed.