NOT DESIGNATED FOR PUBLICATION

No. 109,461

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

In the Matter of the Marriage of:

TRICIE L. LOUDON,
Appellee,

and

DONALD H. LOUDON, JR.,
Appellant.

MEMORANDUM OPINION

Appeal from Johnson District Court; NEIL B. FOTH, judge. Opinion filed January 24, 2014. Affirmed.

Jon A. Blongewicz, of Jon A. Blongewicz, Attorney at Law, P.A., of Leawood, for appellant.

Peggy S. Bisping and *Scott H. Kreamer*, of Hubbard, Ruzicka, Kreamer & Kincaid L.C., of Olathe, for appellee.

Before LEBEN, P.J., BUSER and ATCHESON, JJ.

Per Curiam: Donald H. Loudon, Jr., appeals a ruling of the Johnson County District Court declining to adjust the method he and Tricie L. Loudon, his former wife, agreed upon to compute his child support payments. Donald contends the computation required him to overpay support as their son turned 18 years old and the payments stopped. The district court correctly rejected Donald's argument. We, therefore, affirm.

The material facts may be stated succinctly. Donald and Tricie divorced in late 2009 and had one minor child. (We refer to the parties by their first names in the interests of clarity.) Donald was ordered to pay child support. Because Donald's income fluctuated significantly from month to month, the district court originally ordered that he pay a set amount in child support each month plus a percentage of his income over a fixed monthly figure. For our purposes, the precise dollar figures are immaterial.

The formula turned out to be unwieldy, and, with the district court's approval, Donald and Tricie modified the way child support would be paid. Donald paid a set amount each month that likely would understate what he actually owed. At the end of the year, after both parties had received W-2 income statements, Donald's child support obligation was adjusted based on his actual annual income.

Their son both turned 18 and graduated from high school in May 2011, ending Donald's obligation to pay child support as of June 30. To that point in 2011, Donald had paid the fixed monthly amount of support without any adjustment. In March 2012, Donald filed a motion with the district court effectively requesting that he be relieved of paying any additional child support for the first 6 months of 2011 based on any adjustment keyed to his year-end income. The district court denied the motion, and Donald has appealed.

Donald argues that the district court's decision contravenes K.S.A. 2010 Supp. 60-1610(a)(1)(B), now codified at K.S.A. 2013 Supp. 23-3001(b)(2), terminating support as of June 30 the year a child reaches the age of majority and graduates from high school. Within statutory directives, such as K.S.A. 2010 Supp. 60-1610(a), district courts are afforded broad latitude to fashion equitable child support obligations based on the parties' circumstances. Appellate courts review those determinations under the comparative relaxed abuse of discretion standard. *In re Marriage of Schoby*, 269 Kan. 114, 120-21, 4 P.3d 604 (2000). A district court may be said to have abused its discretion if the result it

reaches is "arbitrary, fanciful, or unreasonable." *Unruh v. Purina Mills*, 289 Kan. 1185, 1202, 221 P.3d 1130 (2009). That is, no reasonable judicial officer would have come to the same conclusion if presented with the same record evidence. An abuse of discretion may also occur if the district court fails to consider or to properly apply controlling legal standards. *State v. Woodward*, 288 Kan. 297, 299, 202 P.3d 15 (2009). A district court errs in that way when its decision "'goes outside the framework of or fails to properly consider statutory limitations or legal standards.'" 288 Kan. at 299 (quoting *State v. Shopteese*, 283 Kan. 331, 340, 153 P.3d 1208 [2007]). Finally, a district court may abuse its discretion if a factual predicate necessary for the challenged judicial decision lacks substantial support in the record. *State v. Ward*, 292 Kan. 541, Syl. ¶ 3, 256 P.3d 801 (2011), *cert. denied* 132 S. Ct. 1594 (2012) (outlining all three bases for an abuse of discretion).

Here, there were no material factual disputes. And nobody suggests the district court misunderstood the facts. Donald contends that because his support obligation ended on June 30, 2011, the district court could not enforce the parties' agreement by later adjusting the amount of support due for that period to reflect his actual annual income. We disagree. Donald was not required to pay child support for any time period after June 30. If he were, he would have a point. Rather, the parties agreed—with district court approval—that Donald would pay a fixed monthly amount that almost certainly understated his actual support obligation. And the actual amount would be based on his final annual income, almost certainly calling for an upward adjustment at year's end. In effect, Tricie agreed to subsidize temporarily Donald's child support obligation by contributing the difference between the fixed monthly amount and the final amount based on Donald's actual annual income—with Donald reimbursing her that difference at the end of the year.

Donald wants to avoid paying the adjustment for the first 6 months of 2011 when he indisputably owed child support based on the court-approved agreement. Donald

simply asks to get out of paying the full amount called for in the agreement. Had Donald wanted that sort of arrangement for the year in which his legal obligation to pay support would end, he should have bargained for a provision in the agreement to that effect, assuming the district court would have signed off.

We fail to see how the arrangement causes Donald to pay child support for a time beyond the statutory cutoff in K.S.A. 2010 Supp. 60-1610(a)(1)(B) or otherwise violates the statute. He was legally obligated to pay child support through June 30, 2011. He is not being required to do otherwise. The result is no different merely because the parties and the district court chose to calculate the full amount of support due for the proper period using a formula that could not be completed until after that period. The money Donald had been ordered to pay to Tricie in 2012 obviously could not be used to directly support their child for the first half of 2011, since that period had already passed. But, as we have said, the payment offsets Tricie's subsidy of Donald's child support obligation during the first half of 2011—money that Donald actually owed and had agreed to pay as child support once the amount could be conveniently computed. There is no legally improper payment of child support.

Finally, we do not understand Donald to be arguing that the total amount the district court has ordered he pay to be inherently excessive or an abuse of discretion. We have no basis to even suspect so on this record, let alone to come to that conclusion. Rather, Donald takes issue with the method of calculation as being legally inappropriate—an argument we do hold to be unavailing.

Affirmed.