

NOT DESIGNATED FOR PUBLICATION

No. 109,872

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

In the Matter of the Marriage of

TAMARA MAY OLIVER,  
*Appellee,*

and

CRAIG EDWARD OLIVER,  
*Appellant.*

MEMORANDUM OPINION

Appeal from Osage District Court; PHILLIP M. FROMME, judge. Opinion filed February 28, 2014.  
Affirmed.

*Suzanna Valdez*, of Smith Legal, LLC, of Lawrence, for appellant.

*Kimberly Bieker*, and *Lowell C. Paul*, of Kansas Legal Services, of Topeka, for appellee.

Before MALONE, C.J., BUSER, J., and HEBERT, S.J.

*Per Curiam:* Tamara May Oliver (Tamara) filed for divorce against her husband, Craig Edward Oliver (Craig). This is Craig's appeal of the divorce decree entered by the district court. Having considered the parties' briefs and oral arguments and reviewed the record on appeal, we affirm the district court's judgment.

### FACTUAL AND PROCEDURAL BACKGROUND

Tamara and Craig were married in 1993 in Fresno, California. The marriage resulted in the birth of two children, a daughter born in 1996, and a son born in 1999. After their marriage, Tamara and Craig lived and worked in California. Craig worked in the business of satellite and home theater installation, which led the couple to incorporating Innovative Video Applications, Inc. (Innovative Video). The couple both worked for the business, but the extent of their involvement was disputed.

In 2006, Tamara's father died and she and her two siblings inherited a substantial sum of money, title to a residence in San Diego, California, and a Vanguard account. Three years later, one of the siblings died, and Tamara and her sister inherited his share of the San Diego property. The residence is valued for tax purposes at \$349,393, with no mortgage. A property management company rents the property, and Tamara and her sister each typically receive \$1,000 per month in rental income.

According to Tamara, she and Craig wanted to keep her inheritance separate from their joint assets, so she established the Tamara M. Oliver Family Trust (Trust) and directed the executor of her father's estate to transfer her share of the inheritance monies and her interest in the Vanguard account into the Trust. Tamara also had the executor deed her interest in the San Diego residence to the Trust.

In 2006, Tamara and Craig relocated to Kansas and purchased their first marital home in Osage City for about \$252,000. Using trust funds, Tamara made a down payment of \$55,865.27 and paid the earnest money deposit of \$5,000. Later, she used trust funds to make principal payments totaling \$32,500 and purchased a new boiler system for the home, which cost \$16,000. Craig, however, disputed that Tamara paid the entirety of the down payment.

In 2009, Tamara and Craig had to refinance the home, and due to Craig's low credit score, Tamara completed the refinancing solely in her own name. At that same time, the couple agreed to execute a warranty deed conveying the home, which was originally titled to Tamara and Craig, to the Trust.

Innovative Video's profitability in Kansas was insufficient to cover the family's monthly mortgage payment and other household expenses. As a result, Tamara sought fulltime employment, while Craig started a second business, Rural Wide Broadband. Notably, Tamara designated the Trust as the beneficiary of a 401(k) from her new employment. (Craig signed a notarized waiver consenting to this designation.)

Tamara and Craig attempted to dissolve Innovative Video, but for some reason, the business continued operating. Tamara testified that she was not involved in any way with the operation of Rural Wide Broadband because Craig wanted to maintain that business as his separate asset.

Similar to the financial arrangement they utilized while living in California, every month Craig drew a salary of roughly \$1,500 from his businesses, which the couple used for the family's expenses. Tamara and Craig controverted each other, however, regarding whether any of this money was used to pay the mortgage on their marital home.

Sometime after they moved to Kansas, the couple purchased 60 acres of farmland in Osage County for \$60,000. Tamara made a down payment of \$15,000 on the land using funds from the Trust, and the rest of the purchase price was financed. According to Tamara, the loan payments were made from rental income from the San Diego property. The land was titled in both of their names. The couple sharecropped the property.

On June 18, 2012, after approximately 19 years of marriage, Tamara filed a petition for divorce claiming incompatibility. At the time, Tamara was 43 years old and

worked as a bank teller. Craig was 58 years old and incarcerated in the Coffey County Jail. While the divorce proceeding was pending, Craig was found guilty of committing rape and aggravated sexual battery on the couple's daughter. On November 19, 2012, District Judge Phillip M. Fromme sentenced Craig to a prison sentence of 165 months and he was transported to the Norton Correctional Facility.

On March 19, 2013, the parties' divorce trial began with Judge Fromme, once again, presiding. Due to his incarceration, Craig participated by telephone with his counsel representing him in court. Both parties agreed that Tamara would have sole legal and residential custody of the minor children. During the trial, the parties focused on child support and the division of the marital estate.

#### *Child Support*

Prior to trial, the district court issued a temporary order requiring Craig to pay Tamara \$409 per month in child support commencing July 1, 2012. At the trial, Craig proposed that the district court compute—using an imputed minimum wage as his income—the aggregate amount of child support Tamara would receive for the two children and award her an equivalent amount of marital assets because he would be unable to pay a monthly child support obligation during his incarceration. Likewise, Craig requested that Tamara provide medical and dental insurance for the children and be solely responsible for the payment of any future unreimbursed medical expenses.

Tamara contested Craig's proposal and requested the entry of a domestic support judgment for Craig's child support arrearages (Craig did not make any payments under the court's temporary order), a final child support order obligating Craig to pay \$388 per month, which she calculated using an imputed minimum wage, and, while she agreed to maintain her current medical insurance for the children, an order requiring Craig to pay a 37% share of the children's future unreimbursed medical expenses.

*The Marital Property*

In summary, Tamara asked the district court to award her the following property: the marital home, plus any equity therein; the San Diego property and any equity therein; her personal checking account, Vanguard account, and 401(k); a 2007 Saturn which she and Craig purchased for \$22,000 using a trade-in vehicle and \$18,000 from the Trust; a 2000 GMC truck purchased with \$10,000 from the Trust; and assorted personal property.

When Tamara filed her petition, there was an outstanding mortgage obligation on the marital home of \$130,327.87 and an outstanding balance of \$31,729 on the loan for their farmland. Tamara remained current on the payments for both of these obligations following Craig's incarceration and during the pendency of the divorce proceedings, using her paycheck, rental income, and assets from her Vanguard account.

Tamara agreed to assume responsibility for all of the marital debt, which included primarily credit cards with a total balance of less than \$20,000. She also agreed to pay the children's outstanding medical bills which totaled several thousand dollars. Tamara did request, however, that the district court order the sale of some assets, including the farmland and four vehicles to assist with the repayment of the debt. Moreover, Tamara asked the court to set aside Craig's businesses and any debt listed in his name as his sole and separate property. These debts included a \$23,164 loan he owed to his mother for legal fees relating to his criminal case.

Craig, on the other hand, requested the equity in their marital home (\$127,882); a portion of the equity in the San Diego property (\$87,348); a portion of Tamara's Vanguard account (\$45,000); a certificate of deposit listed in the Trust's name (\$7,406); a portion from the Trust's bank account (\$12,100); possession of the 60 acres of farmland, plus any equity therein; and an assortment of personal items. Craig requested a cash payment for the equity in their marital home and the San Diego property. With the

exception of a firearm, Tamara agreed to provide Craig or his family with the personal items he requested.

Regarding the marital debt, Craig only agreed to assume responsibility for the outstanding loan on the 60 acres of farmland and his debt to his mother; he asked that the court assign the credit card debt, the children's outstanding medical bills, and Innovative Video's outstanding debt of \$8,383 to Tamara.

*The District Court's Decree of Divorce*

At the conclusion of the trial, the district court found the parties' differences were irreconcilable and it granted the requested divorce on grounds of incompatibility. Regarding child support, although the district court noted that it was unlikely Craig would be able to pay a child support obligation, he awarded Tamara a domestic support judgment for Craig's child support arrearages and ordered him to pay a future monthly obligation of \$388 and a 37% share of the children's future unreimbursed medical expenses.

With regard to the division of the marital estate, the district court awarded Tamara the marital home, including any indebtedness and equity; the San Diego property, including any indebtedness and equity; the majority of the household goods and furnishings; her checking account; the Vanguard account; her 401(k); the Saturn Outlook; the GMC truck; and her safety deposit box.

The district court awarded Craig his requested personal effects, papers, and clothing; Innovative Video Applications, including indebtedness; and Rural Wide Broadband, including indebtedness. It assigned almost all of the marital debt to Tamara, with the exception any debts related to Innovative Video and Rural Wide Broadband. The district court further ordered that the farmland and assorted motor vehicles be sold, with

the proceeds to be applied first to any existing loan on the assets and second to the minor children's existing medical debt or other marital debt.

Craig filed this timely appeal challenging the district court's division of the marital property.

#### DIVISION OF THE MARITAL PROPERTY

Craig contends the district court was biased and abused its discretion when it considered Craig's fault in the division of the marital property. He also claims the district court failed to articulate the applicable statutory factors to be considered in the division of marital property as set forth in K.S.A. 2012 Supp. 23-2802(c).

We begin with a brief summary of our relevant standards of review and Kansas law regarding the division of marital property. District courts have broad discretion in adjusting the property rights and financial affairs of parties involved in a divorce action. *In re Marriage of Wherrell*, 274 Kan. 984, 986, 58 P.3d 734 (2002). Absent a clear showing of abuse, appellate courts will not disturb the exercise of that discretion, and the party asserting the district court abused its discretion bears the burden of establishing such abuse. See 274 Kan. at 986; *In re Marriage of Hair*, 40 Kan. App. 2d 475, 480, 193 P.3d 504 (2008), *rev. denied* 288 Kan. 831 (2009). A judicial action constitutes an abuse of discretion

"if [the] judicial action (1) is arbitrary, fanciful, or unreasonable, *i.e.*, if no reasonable person would have taken the view adopted by the trial court; (2) is based on an error of law, *i.e.*, if the discretion is guided by an erroneous legal conclusion; or (3) is based on an error of fact, *i.e.*, if substantial competent evidence does not support a factual finding on which a prerequisite conclusion of law or the exercise of discretion is based." *State v. Ward*, 292 Kan. 541, Syl. ¶ 3, 256 P.3d 801 (2011), *cert. denied* 132 S. Ct. 1594 (2012).

At the commencement of a divorce proceeding, all of the property owned by the parties becomes part of the marital estate regardless of whether the property was "owned by either spouse prior to marriage, acquired by either spouse in the spouse's own right after marriage[,] or acquired by the spouses' joint efforts." K.S.A. 2012 Supp. 23-2801(a); K.S.A. 2012 Supp. 23-2802(a). Although each spouse has common ownership in the marital property, the extent of each party's respective interest must be determined by the district court pursuant to K.S.A. 2012 Supp. 23-2802, K.S.A. 2012 Supp. 23-2801(b). The district court must make "a just and reasonable division of [the marital] property," and when undertaking this task, the court shall consider:

"(1) The age of the parties; (2) the duration of the marriage; (3) the property owned by the parties; (4) their present and future earning capacities; (5) the time, source and manner of acquisition of property; (6) family ties and obligations; (7) the allowance of maintenance or lack thereof; (8) dissipation of assets; (9) the tax consequences of the property division upon the respective economic circumstances of the parties; and (10) such other factors as the court considers necessary to make a just and reasonable division of property." K.S.A. 2012 Supp. 23-2802(c).

Importantly, district courts are not required to make an equal division of all property acquired during the marriage. *In re Marriage of Rodriguez*, 266 Kan. 347, 352-53, 969 P.2d 880 (1998). In fact, a district court "has discretion to award marital property entirely to one party so long as the overall division is fair." 266 Kan. at 353. In short, although the division of property must be just and reasonable, it need not be equal. *In re Marriage of Vandenberg*, 43 Kan. App. 2d 697, 715, 229 P.3d 1187 (2010).

Craig claims "the district court improperly considered 'fault' in the division of the parties' marital property and debt where the petitioner, Tamara Oliver, sought the divorce solely on the ground of incompatibility." The crux of Craig's challenge is that because Judge Fromme presided over his criminal case, he "formed a negative bias that



influenced the court when it divided the marital property and debt in the parties' divorce action."

Preliminarily, Craig did not object in the district court on the basis that Judge Fromme was biased or prejudiced against him because of his knowledge of Craig's criminal convictions. Generally, an issue not raised before the trial court cannot be raised on appeal. *In re Care & Treatment of Miller*, 289 Kan. 218, 224-25, 210 P.3d 625 (2009). Although caselaw exceptions to this rule exist, Craig waived and abandoned this aspect of the issue by failing to brief whether an exception applied. See *Superior Boiler Works, Inc. v. Kimball*, 292 Kan. 885, 889, 259 P.3d 676 (2011); *In re Estate of Broderick*, 286 Kan. 1071, 1082, 191 P.3d 284 (2008), *cert. denied* 555 U.S. 1178 (2009).

We also note that Craig knew prior to the divorce trial that Judge Fromme—the same judge who presided over the criminal proceedings—would be the presiding judge in this civil case. Yet, Craig never filed a motion under K.S.A. 2012 Supp. 20-311d seeking the judge's recusal, thereby bypassing the statutory procedure established for raising claims of judicial bias.

Furthermore, although Judge Fromme signaled his intention to consider what impact Craig's incarceration had on the Oliver family's financial situation prior to the introduction of any testimony or evidence, Craig did not lodge any objection until *after* Judge Fromme issued his rulings dividing the marital property. In fact, Craig's belated objection never referenced any claim of judicial bias and essentially challenged the relevancy of the facts developed in his criminal case:

"Judge, if I could just make a quick record. I would just object to the Court relying on the criminal case as basis for the Court's decision or any part thereof. There was actually no evidence presented in the criminal case. I realize there were statements made during the sentencing but those are not evidence and I don't think the Court can

consider anything from the criminal case regarding that. Custody and residency was not an issue. They allege no fault divorce. And so I think this is just a straight division of assets that those issues that [the] Court relies on from the criminal case aren't relevant to this case."

Judge Fromme subsequently overruled the objection, stating:

"Well, if it goes up on appeal I don't know whether it's fair game or not but, anyway, it has been referred [to] in this divorce case that this child has not only current mental health and medical bills that were incurred as a direct result of that incident but she will have ongoing bills and expenses and I'm not going to forget that anyway."

Given this record we are not persuaded that Craig preserved the issues he now raises on appeal. Assuming Craig did preserve the issues of judicial bias and improper fault considerations for appellate review, his claims of error still fail on the merits.

Craig asserts that Judge Fromme was biased against him because he divided the marital property based on Craig's fault as evidenced by his criminal convictions. Craig asserts this error is shown by three statements made by the district court during the trial.

The first challenged statement was made shortly after Craig's attorney made introductory remarks that "Mr. Oliver obviously cannot pay child support while he is incarcerated. And both children will turn 18 while he is still in custody." Craig's attorney also advised the district court that if Craig earned good-time credits while incarcerated, the earliest he would be released would be in 14 years. Judge Fromme responded:

*"[T]his is kind of a unique situation in that [Craig] is currently incarcerated and is likely to be incarcerated for some time and the mention was made at least 14 years. The children are residing with [Tamara] and she has the responsibility now of raising these kids and I assume starting in college if they're going to go to college, along with mental therapy for the daughter and other issues surrounding the criminal conduct. And I guess*

*the Court, anyway, thinks those things need to be taken into consideration in this case in that we're not just separating a family here and the parties going their own way and [Craig] is incarcerated and unemployed and will not have a job for 14 years at least."* (Emphasis added.)

Craig did not object to the district court's remarks.

Second, Craig challenges a statement Judge Fromme made in announcing his decision at the conclusion of the trial:

*"And clearly the damage that was done here with regard to the family and the child primarily is the fault of [Craig] and although the Court is not here to place fault in awarding the divorce, I do think that I can take into consideration the evidence that was presented and some of the medical needs that will be ongoing for this child during minority due to the fact that the father is incarcerated and will have no meaningful income with which to support or contribute to the family."* (Emphasis added.)

Craig did object to this statement but not on grounds of bias or prejudice.

Third, Craig complains about another statement Judge Fromme made in an effort to explain his child support order after the decision was announced:

*"[E]ven though [Craig] is incarcerated and unlikely to be able to pay for some time . . . it's by his own fault that he is there and he has a duty to pay support and I don't think his going to prison should release him from that obligation. And although it's unlikely he'll pay it, I think it should be awarded in case somehow or other he comes in to some money with which it can be paid."* (Emphasis added.)

Once again, Craig did not object on the basis of bias or prejudice.

On appeal, in support of his claim that Judge Fromme impermissibly considered Craig's fault in making the division of property, Craig cites *In re Marriage of Sommers*, 246 Kan. 652, 792 P.2d 1005 (1990). In *Sommers*, our Supreme Court held that in order to insure that "marriage dissolutions occur with minimal hostility and vituperation," "[f]ault' is [considered] a term of art," in domestic relations actions, which relates solely to the fault ground for divorce in K.S.A. 60-1601(a) (now K.S.A. 2012 Supp. 23-2701) (failure to perform a material duty or obligation). 246 Kan. 652, Syl. ¶ 1. The *Sommers* court clarified that for purposes of adjusting the divorcing parties' financial affairs, district courts should not impose financial penalties on the basis of fault except in "extremely gross and rare situations." 246 Kan. 652, Syl. ¶ 1.

Importantly, in *Sommers* however, our Supreme Court noted that a district court may appropriately consider evidence of misconduct when necessary to render a realistic evaluation of the divorcing parties' financial situation, future income, and needs:

"For illustration, let us say that because of the husband's mental abuse of the wife she is so emotionally impaired that her earning capacity is affected. Certainly, the court should consider this in its determination of a fair and equitable award. The court, in such circumstances, is not imposing a penalty for fault but is considering the circumstances of the parties as they exist and making its award based on such existing circumstances and the likely future results arising therefrom. . . . For a final example, let us say we have a physician who because of alcoholism or drug abuse is on a downward professional spiral. The physician's income is high now, but the circumstances show that this income level is not likely to continue. The trial court should have this information before it. It might well conclude that the physician's future ability to pay adequate maintenance and child support is highly questionable and that it would be more provident to award a greater than usual share of the marital property to the custodial spouse. Again, such action would not be a penalty for fault, but rather would be based upon a realistic evaluation of the parties' circumstances, future income, and needs." 246 Kan. at 657-58.

A divorce matter with particular relevance to this case is *In re Marriage of Fallis*, No. 104,691, 2012 WL 924802, at \*1-2 (Kan. App. 2012) (unpublished opinion), wherein our court concluded that the district court did not err when it considered evidence relating to the husband's criminal record.

*Sommers* held the district court may not consider a party's fault *as it pertains to the reason for divorce* when dividing property. 246 Kan. at 659. Here, the district court did not grant Sandra property because it believed Bret was at fault for the divorce—as he had numerous DUI convictions [during the marriage]. Instead, the district court considered this information for purposes of analyzing the financial situation of the parties—who contributed money to certain expenses during the marriage and who was therefore entitled to what assets. In other words, the district court did not award certain assets to Sandra because Bret caused the marriage to fail, but only considered Bret's inability to contribute to the marriage financially at times due to his criminal history. The district court's consideration of this factor was permissible. [Citation omitted.] 2012 WL 924802, at \*7.

Our independent review of the trial proceedings convinces us that Judge Fromme did not grant the divorce or divide the marital property because he was biased or prejudiced against Craig or because Craig was at fault in sexually assaulting his minor daughter. Rather, the district court pointedly observed, "*the Court is not here to place fault in awarding the divorce.*" (Emphasis added.) This statement is in full accord with *Sommers*.

Moreover, also in keeping with *Sommers*, Judge Fromme assessed the impact of Craig's incarceration on the family's financial situation and indicated that his consideration of Craig's incarceration was focused on its effect upon the family—especially the fact that Tamara will have full financial and custodial responsibility for the children during the remainder of their minority. A reasonable person could certainly reach the same conclusion as Judge Fromme did that due to Craig's inability to contribute

financially to the rearing of his children, it was fair and equitable to assign a larger share of the marital estate to Tamara. Under these unique circumstances, we find no abuse of judicial discretion.

Next, Craig asserts "the district court's negative bias toward Mr. Oliver was so salient that the court failed to adequately apply the statutory factors required under K.S.A. [2012 Supp.] 23-2802(c) to properly distribute the parties' marital property and debt." In particular, Craig notes that the district court failed to "address the age of the parties and the duration of the marriage as they both directly relate to the parties' accumulation of marital property over time."

Initially, a district court's failure to articulate and discuss each of the factors listed in K.S.A. 2012 Supp. 23-2802(c) is not necessarily fatal to the court's decision. See *In re Marriage of Whipp*, 265 Kan. 500, 508-09, 962 P.2d 1058 (1998); *In re Marriage of McGinnis*, No. 108,098, 2013 WL 5976071, at \*3 (Kan. App. 2013) (unpublished opinion). This is especially true when, as in this case, the appellant fails to object to the district court's allegedly inadequate findings. See *In re Marriage of Vandenberg*, 43 Kan. App. 2d at 703.

In order to give the trial court the opportunity to correct inadequate factual findings and conclusions of law, the aggrieved party bears the responsibility of objecting to such errors, and in the absence of an objection, omissions in findings will not be considered on appeal. *O'Brien v. Leegin Creative Leather Products, Inc.*, 294 Kan. 318, 361, 277 P.3d 1062 (2012). Without an objection, this court presumes the trial court found all the facts necessary to support its judgment. But a remand may still be considered, if the lack of specific findings precludes meaningful review. 294 Kan. at 361. Accordingly, an appellate court's function is to review the record and determine whether it supports a presumption that the district court found all of the necessary facts. *In re Marriage of McGinnis*, 2013 WL 5976071, at \*3.

While Judge Fromme did not explicitly state on the record each of the statutory factors articulated in K.S.A. 2012 Supp. 23-2802(c), our review of the record persuades us that Judge Fromme found all of the facts necessary to support his judgment. In fact, Judge Fromme heard evidence on all of the statutory factors, and his detailed ruling shows that he based the property division—not upon matters of judicial bias or fault—but upon his findings regarding the property owned by the parties, the manner of acquisition of that property, and the parties' familial obligations:

"I think here's what I'm going to do. . . .

. . . .

"And with regard to the Tamara M. Oliver Family Trust despite the case that was cited by [Craig's counsel], the Court believes that I've heard satisfactory evidence here today to convince me, anyway, that money in that trust came from an inheritance of her father and has been kept separate and for her use and benefit and she is entitled to be awarded that trust and be awarded the real property and also the address in Osage City, . . . . And with regard to that property the evidence I heard would indicate that she made considerable payments out of her trust in order to purchase that property and she has covered any equity, I guess, that would be in that property through initial payments that she made which were listed, I believe, \$5,000.00 or \$5,500.00 and \$55,000.00, another \$25,000.00, and then whatever she said after that, all were coming from her trust account and this is not money that was earned through the joint contributions of the parties but came from her father's trust. In the Court's opinion she should be allowed to keep that property.

"Court will also note that even though this case has been pending a while she has continued to make the real estate payments, despite all the other payments she's had to make. This property is not in foreclosure due to her ability to keep making the payments and I think she needs to be credited for that. There would be extreme and considerable expense involved had payments not been made and the matter had been referred to foreclosure so I think she's entitled to keep that and any equity in it.

"With regard to the real property that's connected with the San Diego, California, and the legal description there, I guess, whatever interest she has in that should be awarded to her separate and apart also. And I already made the determination that came from inheritance along with her other siblings from her father and I don't believe it would

be proper to award that to [Craig] or give him any credit with regard to any equity in that. Note that he's not on the account or that trust, it's only by marital relationship that he claims any right to it.

"I've looked at the division of household goods and personal property and I'll approve it as fair and equitable. And I guess she has indicated in her proposed journal entry with regard to accounts and including her 401(k) life insurance, vehicles, and all, I'll approve that arrangement including [the] safety deposit box.

"He'll get all the household goods and furnishings that are currently in his possession along with the other items that were discussed here today and agreed to. And I guess I will go ahead and give him the business Innovative Video Applications and any indebtedness on it and indicate, anyway, [Tamara] should be resolved [*sic*] from any responsibility to pay those debts for whatever that's good and worth, I don't know, but if it is part of a corporation then I don't know if she could be held personally liable. He gets Rural Wide Broadband, . . . I'll follow what's in the proposed divorce decree here.

"As far as the 60 acres of land are concerned, I guess I'm going to order that to be sold and any profit should be applied to the existing medical debts and the children's existing medical debts, and that also should apply to the '37 Chevy pickup, the Ford Explorer, the Southwind RV, stock trailer, and the boat, and the International tractor.

....

"As far as the debts you've listed under Item 26 of the proposed journal entry, all the debts that she's willing to assume and I'll order her to pay those debts. And rather than list and go through the list specifically, I'll just state they're at Paragraph 26.

"Twenty-seven are the debts known with regard to the business and I'll assign those debts to [Craig] . . .

"Parties will be responsible for any debts they've accumulated since the filing of this divorce, I guess, and any acquired in their name."

Craig has failed to show that Judge Fromme based the property division on judicial bias or that he was influenced by notions of Craig's fault. On the contrary, our review convinces us that the district court properly applied the standards set forth in K.S.A. 2012 Supp. 23-2802.



Finally, Craig claims error because it was "misguided and inappropriate" for the district court to place "significant weight on the medical needs of the minor child" that was sexually abused. Primarily, Craig states there was no evidence at trial that the child would have future medical needs to address any emotional issues that developed as a result of the sexual assaults.

Having reviewed the record, we do not find reversible error. Tamara testified their daughter's hospitalization was related to Craig's criminal conduct. Similarly, Tamara explained that their daughter had received on-going counseling due to the sexual abuse. Invoices from the counseling center showed 8 visits within 6 months and that the last visit occurred only 2 months prior to the divorce trial. Given this evidence, we find the district court's determination that the child would require on-going counseling in the future to be based on a reasonable inference.

In conclusion, after a careful review of the record, Craig has failed to prove an abuse of discretion. Judge Fromme satisfied his obligation to make a "just and reasonable division" of the parties' real and personal property and that determination was supported by substantial competent evidence. See K.S.A. 2012 Supp. 23-2802(c).

Affirmed.