# MEMORANDUM DECISION



IN THE
# Court of Appeals of Indiana



Meghann Garcia Hoff,
*Appellant-Petitioner*

v.

Evan Garcia,
*Appellee-Respondent*

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September 30, 2024

Court of Appeals Case No.
23A-DN-2986

Appeal from the Marion Superior Court

The Honorable Diane J. Cowger, Magistrate

Trial Court Cause No.
49D22-2212-DN-9461

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**Memorandum Decision by Judge Foley**
Judges Vaidik and Weissmann concur.

**Foley, Judge.**

[1] Meghann Garcia Hoff ("Wife") appeals the trial court's order granting Evan Garcia's ("Husband") motion to correct error, which reduced her award of rehabilitative spousal maintenance from $6,500.00 per month to $3,000.00 per month. Wife claims the trial court abused its discretion in granting Husband's motion and adjusting the maintenance award based on evidence of Husband's inability to pay the original amount. Finding no abuse of discretion, we affirm.

## Facts and Procedural History

[2] Wife and Husband married on June 12, 2015. At the time of their marriage, Husband was in medical school. Wife aspired to be a pharmacist. Throughout the marriage, Wife intermittently paused her educational pursuits to support Husband's medical career, including relocating for his residency programs.

[3] In July 2022, Husband completed his residency and began earning $200,000.00 annually as a medical doctor. In December 2022, Wife petitioned to dissolve the marriage. During dissolution proceedings, Wife testified that she suffered from health conditions that limited her ability to work full-time while pursuing her education. Wife sought maintenance in the amount of $6,500.00 per month for spousal support and rehabilitation to complete her pharmacy degree.

[4] On September 18, 2023, the trial court issued a decree of dissolution. The court found that Wife met the requirements for rehabilitative maintenance under Indiana Code section 31-15-7-2(3) and ordered Husband to pay $6,500.00 per

month until December 2025 or six months after Wife graduated from her program, whichever occurred first. *See* Appellant's App. Vol. II pp. 84–85.

[5] On September 27, 2023, Husband filed a motion to correct error, arguing that the maintenance award was excessive and that the trial court failed to adequately consider his ability to pay. *See id.* at 87–97. Husband attached an affidavit wherein he referred to a financial declaration that was submitted as Respondent's Exhibit A during the dissolution proceedings ("the Verified Financial Declaration"). *See id.* at 95–96; Tr. Vol. II p. 31; Ex. Vol. pp. 3–4. Wife had not objected to the admission of the Verified Financial Declaration.

[6] The trial court held a hearing on Husband's motion on November 3, 2023. At the hearing, the trial court said that it was "willing to review the testimony and previously admitted exhibits in order to determine if the amount should be modified" but was "not willing to admit or review any new exhibits or testimony that could have or potentially should have been presented during the original trial." Tr. Vol. II p. 45. The court took the matter under advisement and, on November 16, 2023, entered an order granting the motion correct error.

[7] In granting the motion to correct error, the trial court stated that "Husband's net income after payment of his expenses [was] insufficient to pay a maintenance award of Six Thousand Five Hundred Dollars ($6,500.00) per month." Appellant's App. Vol. 2 p. 162–163. For support, the court referred to the Verified Financial Declaration, which indicated that Husband had a net weekly income of $845.70. *See* Ex. Vol. pp. 3–4 (showing weekly income of

$3,846.15 and weekly expenses of $3,000.45). The court determined that, "after payment of Husband's average monthly expenses without a student loan payment, Husband has approximately Three Thousand Six Hundred Thirty-Six Dollars ("3[,]636.00) a month remaining."[1] Appellant's App. Vol 2, p. 162. The trial court later stated:

> After reviewing the September 12, 2023[,] hearing transcript and evidence, and considering applicable case law and argument, the Court now finds that it erred in ordering maintenance in the sum of Six Thousand Five Hundred Dollars ($6,500.00) per month as the order does not take into consideration all of the facts and circumstances, in particular . . . Husband's income and monthly expenses, and thus, his ability to pay Six Thousand Five Hundred Dollars ($6,500.00) per month.

*Id.* at 163. The court ultimately ordered Husband to pay maintenance of $3,000.00 per month effective October 15, 2023, noting that Husband would be credited for amounts paid since the dissolution of marriage. Wife now appeals.

## Discussion and Decision

[8] Wife contends that the trial court erred in granting Husband's motion to correct error and reducing the spousal maintenance award. Specifically, she argues that the trial court erred in (1) relying on the Verified Financial Declaration in

[1] This figure corresponds to approximately $839.00 per week.

determining it erred in ordering Husband to pay $6,500.00 per month in maintenance and (2) deciding to order him to instead pay $3,000.00 per month.

[9] We review the trial court's ruling on a motion to correct error for an abuse of discretion. *Speedway SuperAmerica, LLC* v. *Holmes*, 885 N.E.2d 1265, 1270 (Ind. 2008). Moreover, we also review a decision to award spousal maintenance for an abuse of discretion. *Bizik v. Bizik*, 753 N.E.2d 762, 768 (Ind. Ct. App. 2001), *trans. denied*. An abuse of discretion occurs when the court's decision is clearly against the logic and effect of the facts and circumstances before it, or if the court has misinterpreted the law. *Speedway SuperAmerica,* 885 N.E.2d at 1270.

[10] This case involves the award of rehabilitative maintenance, which helps a spouse acquire employment-related education or training. *See generally* Ind. Code § 31-15-7-2(3). Under Indiana Code section 31-15-7-2(3), a trial court may award rehabilitative maintenance after considering the following factors:

> (A) the educational level of each spouse at the time of marriage and at the time the action is commenced;
>
> (B) whether an interruption in the education, training, or employment of a spouse who is seeking maintenance occurred during the marriage as a result of homemaking or child care responsibilities, or both;
>
> (C) the earning capacity of each spouse, including educational background, training, employment skills, work experience, and length of presence in or absence from the job market; and

> (D) the time and expense necessary to acquire sufficient education or training to enable the spouse who is seeking maintenance to find appropriate employment[.]

I.C. § 31-15-7-2(3). In addition to these factors, the trial court must also consider the spouse's ability to pay the award. *See Barton v. Barton*, 47 N.E.3d 368, 377 (Ind. Ct. App. 2015). We presume that the trial court correctly applied the law. *See id.* at 375. Notably, "[t]he presumption that the court correctly applied the law in making an award of spousal maintenance is one of the strongest presumptions applicable to our consideration of a case on appeal." *Id.*

[11] In dissolving the parties' marriage, the trial court referred to the statutory factors and determined that Wife was entitled to rehabilitative maintenance:

> Wife has shown by all required standards that she is a person who is owed Spousal support for the purposes of rehabilitative maintenance, as defined in IC 31-15-7-2(3), having modified her prior educational trajectory for the benefit of the family, specifically the Husband. Both parties have comparable educational backgrounds and as such, comparable earning capacities. Both parties testified that Husband's career path required relocation. However, as a result of the husband's residency requiring a change of residence, [W]ife was required to pause her educational pursuit.

Appellant's App. Vol. II p. 84–85. Based on the foregoing, the trial court initially ordered Husband to pay $6,500.00 per month, noting that "[t]his amount was the estimate provided by Wife based on the cost of education and living expenses." *Id.* at 85. In later granting Husband's motion to correct error,

the court indicated that it had not adequately considered Husband's ability to pay:

> Husband's testimony and Verified Financial Declaration is evidence that after payment of Husband's average monthly expenses without a student loan payment, Husband has approximately Three Thousand Six Hundred Thirty-Six Dollars ($3[,]636.00) a month remaining. . . . Husband's net income after payment of his expenses is insufficient to pay a maintenance award of Six Thousand Five Hundred Dollars ($6,500.00) per month.

*Id.* at 149–50. Based on the explanation provided by the trial court, we conclude that the court was within its discretion to grant Husband's motion to correct error. This decision aligns with the requirement that, when determining maintenance, the trial court must consider a spouse's ability to pay the award. *Barton*, 47 N.E.3d at 377. As for the court's decision to award $3,000.00 per month in rehabilitative maintenance, the trial court referred to the Verified Financial Declaration that Husband submitted as Respondent's Exhibit A during the fact-finding hearing on the dissolution petition. *See* Ex. Vol. pp. 3–8.

[12] On appeal, Wife argues that the trial court improperly relied on "stale" financial information in setting the award at $3,000.00 per month rather than the higher amount the court initially awarded. Appellant's Br. pp. 19–20. Specifically, Wife contends that the Verified Financial Declaration included joint marital expenses that were no longer applicable post-dissolution, resulting in an inaccurate picture of Husband's current financial situation. *See id.* at 20. However, our review of the record below indicates that the Verified Financial

Declaration was not proffered as a document reflecting the parties' joint marital expenses. Tr. Vol. II p. 31; Ex. Vol. p. 4; App. Vol. II pp. 55-60. Rather, the referenced document is titled "Verified Financial Declaration of Husband" and purports to represent Husband's individual financial situation. Tr. Vol. II p. 31 (seeking admission of the document and representing that the document "detail[ed] out what [Husband's] expenses are"); Ex. Vol. pp. 3–4; *see also id.* at 4 (listing only "Husband" after a prompt on the form to provide "[n]ames and relationship of all members of household whose expenses are included" below).

[13] Where, as here, a spouse submitted a sworn financial declaration regarding their personal financial circumstances, we cannot say that a trial court is generally obligated to parse through line items to determine whether expenses would likely change post-dissolution. These sorts of issues are better presented through (1) a challenge to the admissibility of the financial evidence, *cf., e.g.*, Ind. Evidence Rules 401–402 (contemplating the admissibility of only relevant evidence), or (2) cross-examination and closing argument directed toward the weight the court should give the evidence as to a party's ability to pay, *cf., e.g.*, *Israel v. Israel*, 189 N.E.3d 170, 177 (Ind. Ct. App. 2022) (noting, in the context of the distribution of marital assets, that we will affirm the trial court's valuation of property if within the range of values supported by the evidence), *trans. denied*

[14] In challenging the trial court's decision to adjust the amount of rehabilitative maintenance, Wife essentially asks us to reweigh evidence. But our role is not to reweigh evidence, but to instead determine whether the trial court abused its discretion in its provision of spousal maintenance. *E.g., Fields v. Fields*, 625

N.E.2d 1266, 1268 (Ind. Ct. App. 1993), *trans. denied*. Based on the financial information before the trial court, including evidence that Husband could not afford the amount of spousal maintenance originally ordered, we conclude that it was not clearly against the logic and effect of the facts and circumstances for the trial court to grant Husband's motion to correct error and ultimately adjust the award to $3,000.00 per month. We therefore affirm the trial court.

[15] Affirmed.

Vaidik, J. and Weissmann, J., concur.

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