

NOT DESIGNATED FOR PUBLICATION

No. 125,850

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

In the Matter of the Marriage of

JULIE ANN STEWART  
*Appellee/Cross-appellant,*

and

CALEB DANIEL STEWART,  
*Appellant/Cross-appellee.*

MEMORANDUM OPINION

Appeal from Crawford District Court; KURTIS I. LOY, judge. Submitted without oral argument.  
Opinion filed December 8, 2023. Affirmed.

*Joseph W. Booth*, of Lenexa, for appellant/cross-appellee.

*John G. Mazurek*, of The Mazurek Law Office, LLC, of Pittsburg, for appellee/cross-appellant.

Before MALONE, P.J., GARDNER and CLINE, JJ.

PER CURIAM: Caleb Daniel Stewart appeals the district court's division of marital assets in his divorce from his wife, Julie Ann Stewart. Caleb contends the district court abused its discretion in dividing their assets and liabilities because the court was biased in Julie's favor, misvalued assets, and failed to consider his sweat equity and premarital interest in certain pieces of their real property. Julie cross-appeals, arguing the district court should not have permitted Caleb to keep revenues that flowed from a rental property she was awarded in the divorce. Caleb and Julie both ask this court to award them appellate attorney fees. After reviewing the record, we conclude that the district

court did not abuse its discretion in dividing the marital assets, that Julie did not preserve her cross-appeal, and that both motions for appellate attorney fees should be denied.

## FACTS

On February 11, 2020, Julie petitioned for divorce from her husband, Caleb. The couple were married in 2016 and had two minor children when Julie filed her petition. Julie asked the district court to enter ex parte temporary orders relating to child custody and parenting time as well as restraining any disposal of assets; she also filed a proposed parenting plan and a domestic relations affidavit, which detailed the parties' assets, debts, income, and expenses. Several months later, Caleb filed his answer and counterpetition for divorce, and his own domestic relations affidavit. In his domestic relations affidavit, Caleb used the same valuations as Julie had made, including valuations of their cattle at \$80,000, the 1996 Chevy truck at \$8,000, and the tractor at \$8,100.

About a year later, the district court held a trial focusing solely on the division of marital assets—the parties agreed to address child custody and child support later. Both parties admitted extensive exhibits and spreadsheets detailing their positions on the various marital and premarital assets and debts. Caleb and Julie were the sole witnesses to testify. The parties agreed on the valuation and division of many of their joint and premarital assets except for a few items—most of which are the subject of this appeal. Caleb and Julie stipulated that they should each receive their separate residences as nonmarital assets—they also stipulated to the value of their homes and the mortgages.

The trial testimony showed that soon after they married, Caleb and Julie agreed to buy land together with a plan "to build a ranch and have, . . . property and cows." Ultimately, they bought 320-, 80-, and 78-acre tracts of land after their marriage. The parties agreed that they had each brought about \$200,000 into the marriage, which went to fund these purchases. These funds were placed in joint accounts and flowed from

various premarital accounts and from the sale of their premarital homes. As of May 2018, Julie began paying the mortgages on these ranch properties with her income. Not long after their purchase of the three ranch properties, the couple also bought a rental property in Pittsburgh for \$80,000.

Turning to personal items, the couple's testimony highlighted disagreements about the valuations of several vehicles, farm equipment, and their stock of cattle even though both parties had filed domestic relations affidavits with identical valuations. Caleb testified that certain items had been previously overvalued, including the cattle, his old Chevy truck, and an old tractor—he asserted that the valuations he made in his domestic relations affidavit were inaccurate and that Julie lacked sufficient knowledge to support her estimations. Caleb asked, based on the disparity in their incomes, for the district court to award him one year of maintenance payments so that he could "get [his] feet underneath [him]." He also asked the district court to grant him premarital interest in the three ranch properties that he and Julie had purchased together because the money he received from selling his premarital home could be traced to the purchase of those properties. Finally, Caleb asked the district court to allow him to make donations from his half of a "donor advised funds" account (the account the couple used to distribute money to charitable, nonprofit organizations); the account was initially funded by Julie with \$45,000 before the marriage and did not permit withdrawals for personal use. Julie agreed that Caleb should be awarded the ability to use his portion of the funds to make donations as he saw fit. After the parties presented their evidence, the district court granted a decree of divorce on grounds of incompatibility and stated that it would enter a separate order on the division of assets and liabilities.

Two months after the trial, the district court entered a Journal Entry and Decree of Divorce, noting its bifurcation of the proceedings. Caleb and Julie later presented an Agreed Parenting Plan, which the district court approved.

On February 25, 2022, about a year after the trial, the district court issued an Order and Journal Entry on Division of Assets and Liabilities. In the order, the district court denied Caleb's request for maintenance, explaining that despite their disparate incomes, Caleb had chances to derive income from his agricultural endeavors and had not shown that the divorce would result in an inability to support himself. Turning to the division of the parties' assets and liabilities, the district court divided the estate as follows: Julie would receive assets totaling \$960,025.50, minus indebtedness of \$499,327.47, for a net award of \$460,698.03. Caleb would receive assets totaling \$618,079.82, less indebtedness of \$119,162.24, for a net award of \$498,917.58.

The district court itemized, valued, and divided Caleb and Julie's various assets and debts based on the detailed spreadsheets, exhibits, and testimony provided by the parties. Notably, the district court relied on valuations included in the parties' domestic relations affidavits over Caleb's lower estimations that he provided at trial. The district court allowed both parties to keep the personal household items in their possession. The district court noted its reliance on the worksheets and exhibits submitted by both Caleb and Julie, which "included comparative valuations from each party, as well as excluding nonmarital assets." The district court explained that it "accepted these exclusions with the exception of [the 78-acre] tract. [Caleb] wished to be awarded the real estate which the Court has done, but the Court did not consider the same as non-marital, as significant payments were made by [Julie]. The equity was considered marital." Finally, the district court ordered Caleb to make an equalization payment of \$19,110 and to pay Julie one-half of stimulus payments and tax refunds in the amount of \$32,327.

After the district court entered its order, Caleb moved to alter or amend, contending the court had committed several errors in making its division of the marital estate. Caleb disagreed with: (1) the district court's failure to grant him premarital equity in the 78-acre, \$140,000 tract of land that he was awarded; (2) the district court's failure to give him premarital credit in one retirement account; (3) the district court's decision to

grant Julie the rental property in Pittsburgh; (4) the district court's failure to give him the authority to make distributions to qualified non-profits from his half of the funds in their AG Financial Donor account; (5) the district court's valuations of the cattle, the 1996 Chevy truck, Julie's van, and the tractor; and (6) the district court's order that he and Julie each keep the household personal items in their possession.

On August 8, 2022, the district court held a hearing on Caleb's motion to alter or amend. After hearing the parties' arguments, the district court denied Caleb's motion explaining that "I've not heard anything today or read anything from the pleadings that would lead me to change my mind." That said, the district court clarified several matters from its original order. First, the district court clarified that Julie was to receive the future rental payments from the Pittsburgh property, but that Caleb could keep the payments of about \$6,200 from the prior year. Second, the district court clarified that Caleb was required to provide all income, expense, and loan documentation for the real estate and rental property awarded to Julie. Finally, the district court clarified that Julie would not have to pay more than the \$243,093.47 in debt she was assessed on a USDA loan covering the 320-acre property—Caleb would be liable for any excess amount.

Caleb timely appeals, and Julie timely cross-appeals. Both parties have also filed motions asking this court to award appellate attorney fees.

DID THE DISTRICT COURT ABUSE ITS DISCRETION  
IN DIVIDING THE MARITAL ESTATE?

Caleb claims the district court abused its discretion by failing to make a just and equitable division of the marital property because its decision was biased in Julie's favor. He alleges that the district court failed to appropriately credit him for certain premarital assets and misvalued other assets when making its division of the marital estate. Julie

contends that the district court's division of the property was supported by the evidence and did not constitute an abuse of its discretion.

Under K.S.A. 2022 Supp. 23-2801 et seq., district courts are granted broad discretion to determine the property rights of parties involved in a divorce action. K.S.A. 2022 Supp. 23-2802(c) provides:

"In making the division of property 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."

Although a property division in a divorce proceeding must be just and reasonable, Kansas law does not require that division to be equal. *In re Marriage of Traster*, 301 Kan. 88, 111, 339 P.3d 778 (2014); *LaRue v. LaRue*, 216 Kan. 242, 250, 531 P.2d 84 (1975) ("Nowhere in any of our decisions is it suggested that a division of all the property of the parties must be an equal division in order to be just and reasonable[.]").

Appellate courts review a district court's decision relating to the division of marital assets and liabilities for an abuse of discretion. *In re Marriage of Wherrell*, 274 Kan. 984, 986, 58 P.3d 734 (2002); *In re Marriage of Thrailkill*, 57 Kan. App. 2d 244, 261, 452 P.3d 392 (2019). Relevant here, this court also reviews a district court's decision on a motion to alter or amend under K.S.A. 60-259(f) for an abuse of discretion. *Wenrich v. Employers Mutual Ins. Companies*, 35 Kan. App. 2d 582, 585, 132 P.3d 970 (2006). A judicial action constitutes an abuse of discretion if (1) it is arbitrary, fanciful, or unreasonable; (2) it is based on an error of law; or (3) it is based on an error of fact. *Biglow v. Eidenberg*, 308 Kan. 873, 893, 424 P.3d 515 (2018). As the party asserting the

district court abused its discretion, Caleb bears the burden of showing that an abuse occurred. *Gannon v. State*, 305 Kan. 850, 868, 390 P.3d 461 (2017).

Caleb broadly asserts that the district court's division of the marital estate displays a clear bias in favor of Julie. His argument focuses on several specific assets and valuations within the district court's ruling, including: (1) the court's failure to award him any premarital interest in the 78-acre property that he was awarded; (2) the court's valuation of the cattle, the 1996 Chevy truck, and the tractor; (3) the court's failure to include its ruling on the donor advised funds account in its order; and (4) the court's decision not to award him for his labor on a particular piece of property during the divorce. Caleb raised each of these points in his motion to alter or amend, which the district court denied. Caleb argues that these alleged errors, when viewed collectively, show that the district court was biased against him and that it failed to make a just and reasonable division of the marital estate.

#### *The 78-acre property*

Caleb first argues that the district court should have assigned one of the three tracts of land that he and Julie purchased together—the 78-acre property—as being part of his premarital property. He argues that although the property was purchased with Julie after their marriage, the funds for the purchase came, in part, from his sale of his premarital home. Julie asserts that the court appropriately treated the 78-acre piece of land as a marital property because both she and Caleb had brought in approximately \$200,000 into the marriage and they placed those funds into joint accounts with which they bought the 320-, 80-, and 78-acre properties.

At trial, Julie explained that in purchasing the property she and Caleb "were combining our incomes, our assets, and moving our family forward. And then we—so there was the element of the marriage and the marital agreement that we were buying

these tracts of land." She also testified that she and Caleb had discussed commingling their money to make the purchases and jointly owning the properties. While agreeing with Julie's assertion that they had bought the properties together with commingled premarital assets, Caleb insisted that the money he provided should be treated as premarital because those funds could be traced to the sale of his premarital home. That said, Caleb acknowledged that he had placed this money into their joint account before the purchase and that Julie had also provided similar premarital funds to finance the purchase of the properties.

When dividing the parties' real estate, the district court acknowledged that the parties had combined their premarital assets and used them to buy various properties. It is well established that "[a] trial court is not obligated to award to each party all property owned by such party prior to the marriage[.]" *In re Marriage of Schwien*, 17 Kan. App. 2d 498, 505, 839 P.2d 541 (1992) (citing *McCain v. McCain*, 219 Kan. 780, Syl. ¶ 3, 549 P.2d 896 [1976]). Although Caleb and Julie each brought about \$200,000 of premarital funds to buy properties together, the district court granted neither party a premarital interest in those properties when dividing their estate. The evidence supports the district court's decision not to grant Caleb any premarital interest in the 78-acre tract that he was awarded—just as it did not grant Julie premarital interest in the 320-acre property that she received in the division. Because neither party was favored over the other in this division, it cannot be said that the district court's decision was unreasonable.

In short, the district court's finding was supported by the evidence the parties presented: When Caleb and Julie married, they pooled their financial resources together and began buying properties and titling them under a company that they jointly owned. As a result, the three ranch properties were properly treated as marital property, even though they were purchased with funds that Caleb and Julie brought into the marriage. Caleb cannot show that this ruling constituted an abuse of discretion.



### *Valuation of the cattle, truck, and tractor*

Next, Caleb asserts the district court abused its discretion in valuing certain pieces of property, including their cattle, his 1996 Chevy truck, and an old tractor. Julie contends the court's valuations were supported by the evidence and did not constitute an abuse of discretion.

Although Caleb and Julie provided trial testimony about the valuations of each of these items, the district court relied heavily on the valuations they made in their domestic relations affidavits in making its determinations. Caleb contends the district court acted irrationally in doing so, and that it should have instead granted greater credence to his later testimony in which he devalued certain assets. The purpose of domestic relations affidavits, which contain income information and property valuations—and are required in divorce actions under Kansas Supreme Court Rule 139 (2023 Kan. S. Ct. R. at 220)—is to ensure that the district court has the necessary financial information to make determinations that are fair, just, and equitable. That said, a district court may also obtain such financial information via other means, such as testimony or other evidence presented at trial. See *In re Marriage of Kirk*, 24 Kan. App. 2d 31, 32-33, 941 P.2d 385 (1997); *In re Marriage of Meier*, No. 121,497, 2020 WL 4249538, at \*4 (Kan. App. 2020) (unpublished opinion).

Caleb claims the district court should not have used the valuations included in his domestic relations affidavit because (1) they were filed at the beginning of the case and (2) he had simply copied the valuations used by Julie in her affidavit. He concedes that his use of her valuations was a "fateful mistake." While Caleb may feel that the district court should have given more weight to his trial testimony, the court properly used the valuations he made in the domestic relations affidavit—especially considering that he did not try to offer different valuations of the items until the time of trial.

The first item Caleb alleges the district court overvalued was the couple's cattle. Although Caleb certified that the value of the cattle was \$80,000 in his domestic relations affidavit, he later testified that he had sold \$50,000 worth of their stock to fund his purchase of a 2017 Ford truck. He asserted that, after that sale, the value of the herd was closer to \$27,050. Julie testified that she had arrived at the \$80,000 valuation based on information contained in depreciation tables in the couple's 2019 tax returns—the tax asset detail showed that the Stewarts had \$97,326 of cattle, bulls, and heifers as of December 31, 2020. Despite having previously adopted Julie's valuation, Caleb testified that the tax information was incorrect because many cattle were no longer in their possession. That said, he agreed that their cattle business was "a calf-cow operation," meaning that they continuously bred and sold cows. The district court found that Caleb's prior valuation was more appropriate because Caleb had certified that the value of the cattle was \$80,000, and only adjusted his valuation right before the trial. Moreover, Caleb's valuation at trial was supported solely by his own testimony; he presented no other evidence to establish his \$27,050 valuation. Although Caleb may disagree with the valuation of the cattle he was granted in the division, the district court's decision was based on substantial competent evidence and was not arbitrary or unreasonable.

Caleb also contends the district court misvalued his 1996 Chevy truck and an old tractor, both of which he was awarded in the divorce. Caleb contended that the 1996 Chevy was a premarital asset and should not be considered in the division because he bought it before the marriage. But Caleb and Julie both valued the truck at \$8,000 in their domestic relations affidavits. And Julie explained that although Caleb had brought the truck into the marriage, he later made \$8,000 worth of improvements to it with marital funds, including adding a light bar, a feed bin, a hay baler, a flat bed, and a siren call. Caleb disagreed that the value of the improvements should be imputed to the value of the truck. But the district court was entitled to weigh the competing testimony and to credit Julie's valuation. Similarly, the couple had an old tractor, which Julie and Caleb originally valued at \$8,100 in their domestic relations affidavits. But at trial, Caleb

testified that the tractor was not salvageable, could be sold only for parts and scrap, and was worth \$750. Again, in the face of competing testimony and Caleb's changing valuation, the district court sided with the original valuation contained in the parties' domestic relations affidavits.

Caleb's assertion that the district court's valuation of these items was "irrational" is baseless—the district court based its rulings on the domestic relations affidavits and Julie's testimony. When a court assigns values to marital property in a divorce proceeding, its valuations must be "within the range of evidence" that has been presented. *In re Marriage of Schwien*, 17 Kan. App. 2d at 509. Here, the district court's valuation of the cattle, the 1996 Chevy, and the tractor are all supported by substantial evidence in the record. That the court did not adopt Caleb's last-minute changes to his valuations does not render the court's rulings arbitrary or unreasonable.

#### *Donor advised funds account*

Next, Caleb contends the district court abused its discretion by failing to explicitly include in its order that he had a right to make distributions from their donor advised funds account where he and Julie had deposited money that could be designated to be given away to charities, but not withdrawn for personal use. Julie counters that the "court properly addressed this account" and that "[b]oth parties have the right to direct contributions."

In his motion to alter or amend, Caleb asked the district court to clarify that the account be "divided equally between the parties." Because of the nature of the account, which prohibits personal use of the funds, Caleb is not requesting possession of the account but the right to make donations with his portion of the account. Addressing this concern, the district court explained that it had not originally included the account in the division of their marital estate because "it had no cash value." Throughout the

proceedings, Julie agreed with Caleb's request to be given the right to designate his portion of the account with one caveat. Although Caleb and Julie had collectively funded the account during their marriage, Julie noted that she had created the account and had deposited \$45,000 before the marriage. Thus, she agreed that Caleb should have a right to make donations from the account, for his half of the amount beyond the \$45,000 that preceded the marriage. But upon the district court's questioning, it became apparent that neither party knew the present value of the account, and both argued that they could not access it—Julie stated that the account was under Caleb's email. Caleb's attorney stated that they would attempt to recover the necessary information to access the account.

The district judge stated that it approved of the parties' plan to share disbursement authorization of the account:

"I'm not sure how you are going to do that, but whatever cooperation is needed, that needs to occur since you are both in agreement that it should happen without interference by the Court. . . . [A]s long as the parties are available to work through that, that's fine with me. And the agreement is fine with me as well."

Thus, there is no dispute that the district court honored the parties' agreement that both parties can direct contributions from the account. Julie's counsel agreed to prepare an order once the parties were able to access the account and determine the balance. But no such order appears in the record on appeal. The order following the hearing on Caleb's motion to alter or amend, which was prepared and approved by both parties' attorneys, did not mention the district court's ruling about the account.

On appeal, Caleb does not contend that the district court committed an error of fact or law with its handling of the donor account, nor does he assert that the court's decision was arbitrary or unreasonable. Rather, his argument is that the fact that the district court preserved Julie's premarital portion of the account (the \$45,000 she

deposited before the marriage) exemplifies a broader trend of bias against him in the property division. Despite Caleb's chagrin about the district court's reservation of Julie's premarital portion of the account, it cannot be said that the decision was an abuse of discretion. The evidence supported that Julie created the account and that she had deposited \$45,000 before the marriage, and that both parties should be given the right to make donations with their individual portions.

*Failure to award Caleb for his labor and management of the ranch*

Finally, Caleb contends the district court abused its discretion by failing to find that his management of their ranch properties constituted a compensable contribution to the marital estate—specifically, he contests the court's failure to grant him the profits gained (during the divorce proceedings) from one of the properties that it granted to Julie in the divorce. He asserts that the district court punished him for working on that marital property during their divorce. At the hearing on Caleb's motion to alter or amend, he asked the district court to award him the profits earned from the 320-acre property, which he estimated to be about \$100,000. But Caleb presented no evidence to support this figure. Moreover, as the district court pointed out, Caleb never made his work on that property a condition of the divorce. As the judge explained:

"The fact that you managed or anything else, you did that. There was a chance [the property] was going to be awarded to you but there was no written agreement that you would be paid to do that. It wasn't included in the temporary orders, you did it. And so I'm not going to award you any compensation or consideration for doing that."

The district court's decision not to award Caleb for his labor and management of the property is supported by the evidence presented at the trial. And the fact that the division of marital property was nearly equal negates Caleb's concern that the district court's decision was unreasonable or based on an error of fact.

In sum, Caleb claims that the totality of these alleged errors showed that the district court failed to make a just and reasonable division of the marital estate. He claims that he "lost at virtually every turn" and bemoans that the district court favored Julie over him in the distribution. But the district court's division of the property was—after the \$19,110 equalization payment—almost exactly equal. Moreover, none of the decisions Caleb challenges were based on an error of fact or law, nor can it be said that any was arbitrary or unreasonable. The district court's division of Caleb and Julie's marital property may not have come out exactly as Caleb would have preferred, but it cannot be said that it was not just and fair. Thus, we conclude the district court did not abuse its discretion in dividing their estate.

#### CROSS-APPEAL

In her cross-appeal, Julie argues that the district court should not have permitted Caleb to keep the rental income from the Pittsburgh home that accrued between the trial and the date of the decision, which totaled about \$6,200. Caleb counters that Julie failed to preserve this issue by not filing a postjudgment motion challenging the district court's ruling under K.S.A. 60-252(b).

Before reaching the merits of Julie's claim, this court must determine whether she sufficiently preserved the issue for appellate review. At the hearing on Caleb's motion to alter or amend, Julie notified the district court that Caleb had withdrawn \$6,200 from an account associated with the rental business at the Pittsburgh home within days after the issuance of the order assigning that property to her, and she requested he be ordered to return the funds. The district court ultimately ruled that Caleb could keep the money he had withdrawn from the rental account. In its order, the district court clarified that Julie would receive "all rents, royalties and income received from 801 E. 10th, Pittsburg, Kansas" going forward, but that Caleb could keep the rental income he withdrew from the account that had accrued during the prior year.

Julie did not move to alter or amend the order under K.S.A. 60-252, challenging the district court's decision on the matter. By not raising the issue below, Julie failed to properly preserve this issue for appeal. See *Green v. Geer*, 239 Kan. 305, 311, 720 P.2d 656 (1986) ("In the absence of an objection, omissions in findings will not be considered on appeal."). Thus, we agree with Caleb's assertion that Julie failed to properly preserve this issue for appellate review.

But even if we overlook the preservation issue, we find that Julie fails to meet her burden of showing the district court abused its discretion in its order on the rental income from the Pittsburgh property. While Julie may have a legitimate claim to recover all the rental income from the Pittsburgh property, the district court was not required to make this order. Instead, the district court considered the totality of the circumstances and ordered that Julie would receive all rental income going forward, allowing Caleb to keep the funds he withdrew from the rental account. We are unable to find the district court abused its discretion in making this order. See *Gannon*, 305 Kan. at 868 (party asserting district court abused its discretion has the burden of showing such abuse of discretion).

#### APPELLATE ATTORNEY FEES

Caleb timely filed a motion with this court under Kansas Supreme Court Rule 7.07(b) (2023 Kan. S. Ct. R. at 52) and K.S.A. 2022 Supp. 23-2715 seeking to recover attorney fees that he expended to litigate this appeal. Julie opposed Caleb's motion and asked this court to award attorney fees on her behalf under Supreme Court Rule 7.07(c), which addresses appeals taken frivolously or only for the purpose of harassment or delay.

A Kansas court cannot "award attorney fees unless a statute authorizes the award or there is an agreement between the parties allowing attorney fees." *Snider v. American Family Mut. Ins. Co.*, 297 Kan. 157, 162, 298 P.3d 1120 (2013). This court exercises

unlimited review over the question of law of whether a party is entitled to their attorney fees. See *In re Estate of Oroke*, 310 Kan. 305, 317, 445 P.3d 742 (2019).

K.S.A. 2022 Supp. 23-2715 allows a divorce court to award costs and attorney fees "to either party as justice and equity require." Supreme Court Rule 7.07(b) allows this court to award attorney fees for services rendered on appeal in a case in which the district court had authority to award attorney fees. Here, Caleb has not prevailed on any of his claims on appeal. Under these circumstances, we find it inappropriate to grant any portion of his request for appellate attorney fees.

Turning to Julie's request, this court may order a party to pay the attorney fees and costs of the other party if it finds that the party has filed an appeal "frivolously, or only for the purpose of harassment or delay." Supreme Court Rule 7.07(c) (2023 Kan. S. Ct. R. at 52). An appeal is frivolous if there is no justiciable question, and it is readily recognized as devoid of merit in that there is little prospect that it can ever succeed. *McCullough v. Wilson*, 308 Kan. 1025, 1037, 426 P.3d 494 (2018). Although Caleb's appeal is not meritorious, it cannot be said that it was frivolous or filed for the purpose of harassment or delay. As a result, we deny Julie's request for appellate attorney fees under Supreme Court Rule 7.07(c).

Affirmed.