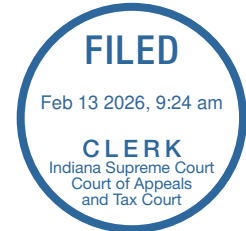
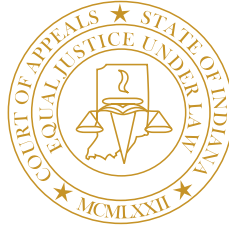


MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



IN THE
Court of Appeals of Indiana

Diana Brugh,
Appellant-Respondent

v.

Jason Brugh,
Appellee-Petitioner

February 13, 2026

Court of Appeals Case No.
25A-DC-1062

Appeal from the Boone Circuit Court
The Honorable Lori N. Schein, Judge

Trial Court Cause No.
06C01-2207-DC-846

Memorandum Decision by Judge Scheele
Judges Brown and Felix concur.

Scheele, Judge.

Case Summary

- [1] Diana Brugh (Wife) appeals the trial court’s decree dissolving her marriage to Jason Brugh (Husband), arguing the trial court erred in valuing certain marital assets. We agree the court erred in its valuation of one of the marital assets but affirm in all other respects. Accordingly, we affirm in part, reverse in part, and remand.

Facts and Procedural History

- [2] Husband and Wife married on December 5, 2008. The marriage produced four children. On July 15, 2022, Husband filed a petition for dissolution. At the time, the parties had residences in Indianapolis and in McCordsville. The parties also owned two businesses—Fall Creek Montessori Academy, LLC (Fall Creek Montessori) and Brugh Industrial Engineering LLC (Brugh Engineering).
- [3] A final dissolution hearing was held in December 2024. Prior to the hearing, the parties entered stipulations regarding child custody, parenting time, child support, and the valuation of certain property. Therefore, the presentation of evidence focused predominantly on the valuation of two disputed pieces of property—the McCordsville residence and Brugh Engineering. Husband testified that he believed the McCordsville residence was worth approximately \$446,100.00, based on a tax assessment of the property from 2022, before

construction was completed on the home. Wife argued that the now-completed home could likely be sold for between \$1,900,000.00 and \$2,400,000.00.

[4] Both parties designated expert witnesses to value Brugh Engineering. Husband's expert witness testified the business was worth \$1,263,000.00, while Wife's expert witness testified and gave several different figures, the average of which was \$1,677,444.67. Following the evidence, the trial court issued an order and made the following pertinent findings:

9. The parties do not agree on the value of the McCordsville residence.

19. The Court FINDS for purposes of the marital estate that the value of the McCordsville residence is \$1,278,350.00.

20. This is the average of \$456,700.00 (Husband's request) and \$2,100,000.00 (the midpoint of potential list price as set out in [Wife's] Exhibit A).

38. The parties do not agree on the value of Brugh Engineering as a business.

46. The Court, having considered the testimony of the parties' witnesses on the issue of the value of Brugh Engineering, now

FINDS that for purposes of the marital estate that Brugh Engineering should be valued at \$1,263,000.00.

App. Vol. II pp. 65, 67. The court also found neither party had requested a deviation from the presumption that the marital estate be divided equally, and therefore ordered it to be divided equally between the two. Specifically, the court awarded the McCordsville residence and Brugh Engineering to Husband, and the Indianapolis residence and Fall Creek Montessori to Wife.

[5] Following its findings, the court's order contained a balance sheet dividing the marital estate. On this sheet, contrary to the findings above, the court listed the McCordsville residence as valued at \$1,179,337.00. *See id.* at 75. Ultimately, the balance sheet indicated that Wife owed Husband a \$122,539.48 equalization payment. Wife filed a motion to correct errors, which the court denied. Wife now appeals.

Discussion and Decision

[6] Wife argues the trial court erred in its valuation of Brugh Engineering and of the McCordsville residence. The trial court has broad discretion in ascertaining the value of property in a dissolution action. *Campbell v. Campbell*, 118 N.E.3d 817, 821 (Ind. Ct. App. 2019), *reh'g denied, trans. denied*. Its valuation will only be disturbed where the decision is clearly against the logic and effect of the facts and circumstances before the trial court. *Id.* "If the trial court's chosen valuation is within the range of values supported by the evidence, we will affirm." *Id.*

[7] As to Brugh Engineering, Wife challenges the trial court's valuation of \$1,263,000.00. In doing so, she likens her case to *Balicki v. Balicki*, 837 N.E.2d 532 (Ind. Ct. App. 2005), *trans. denied*. There, we found the trial court's valuation of a business to be erroneous, noting it assigned the value "without explanation." *Id.* at 539. Wife similarly argues the trial court here valued Brugh Engineering at \$1,263,000.00 without explanation. However, in *Balicki*, explanation was warranted because the valuation was "outside the range of values supported by the evidence." *Id.* That is not the case here. Husband's expert witness testified that Brugh Engineering was worth \$1,263,000.00. While Mother's expert witness posited a different figure, it was well within the trial court's discretion to credit Husband's valuation over hers. *See Houchens v. Boschert*, 758 N.E.2d 585, 590 (Ind. Ct. App. 2001) ("A valuation submitted by one of the parties is competent evidence of the value of property in a dissolution action and may alone support the trial court's determination in that regard."), *trans. denied*.

[8] As to the McCordsville residence, Wife first argues the court made a scrivener's error with regard to its final valuation. We agree. In its findings, the trial court stated "for purposes of the marital estate that the value of the McCordsville residence is \$1,278,350.00." App. Vol. II p. 65. The court went on to explain that this figure "is the average of \$456,700.00 (Husband's request) and \$2,100,000.00 (the midpoint of potential list price as set out in [Wife's] Exhibit A)." *Id.* However, later in the trial court's order, the court issued a balance sheet listing each party's assets and debts, and on this sheet the trial court valued the

McCordsville residence at \$1,179,337.00. Husband acknowledges this discrepancy and admits it is likely a “scrivener’s error” but argues it is harmless and does not “warrant[] reversal.” Appellee’s Br. p. 16. But the discrepancy reduces the McCordsville residence’s value—and therefore Husband’s portion of the marital estate—by \$99,013.00, resulting in Wife owing a substantially increased equalization payment to Husband. As such, we cannot agree that the error is harmless.¹

[9] Notwithstanding the scrivener’s error, Wife argues the court further erred in valuing the McCordsville residence at \$1,278,350.00. Specifically, she notes that value was not proposed by either party and contends the court “creat[ed] a value out of thin air.” Appellant’s Br. p. 14. But the court explained the \$1,278,350.00 figure was determined by averaging Husband’s proposed valuation and the midpoint of Wife’s valuation range. And we have previously held it is within a trial court’s discretion to average two parties’ competing valuations, as the average is “within the range of evidence provided.” *Dierckman v. Dierckman*, 225 N.E.3d 185, 196 (Ind. Ct. App. 2023), *trans. denied*. As such, we cannot say the trial court abused its discretion in valuing the McCordsville residence at \$1,278,350.00.

¹ The balance sheet currently indicates Husband’s total estate value at \$1,148,198.81, and Wife’s at \$1,311,911.00. *See* App. Vol. II p. 76. This required Wife to pay a \$81,856.10 equalization payment, plus a credit owed for \$40,683.38, for a total equalization payment of \$122,539.48. Had the court imputed the McCordsville residence’s value at \$1,278,350.00, Husband’s total amount would have been \$1,247,211.81, requiring Wife to pay \$32,349.60 in equalization, plus the credit, for a total of \$73,032.98. In sum, the discrepancy increases Wife’s payment by \$49,506.50.

- [10] We reverse and remand for correction of the McCordsville residence's value to \$1,278,350.00 on the balance sheet and a recalculation of the equalization payment in light of that correction but affirm in all other respects.²
- [11] Affirmed in part, reversed in part, and remanded with instructions.

Brown, J., and Felix, J., concur.

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² Wife also argues the trial court erred in deviating from the presumption that the marital estate should be divided equally. However, this argument is premised on her argument that the court's valuations of the McCordsville residence and Brugh Engineering are erroneous. Because we have found those valuations are not erroneous, we need not reach this argument.