

[Cite as *Walpole v. Walpole*, 2015-Ohio-2157.]

Court of Appeals of Ohio

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JOURNAL ENTRY AND OPINION
No. 101900

KATHLEEN M. WALPOLE

PLAINTIFF-APPELLANT

vs.

THOMAS L. WALPOLE, III

DEFENDANT-APPELLEE

JUDGMENT:
AFFIRMED

Civil Appeal from the
Cuyahoga County Court of Common Pleas
Domestic Relations Division
Case No. DR-07-318177

BEFORE: Stewart, J., Jones, P.J., and E.T. Gallagher, J.

RELEASED AND JOURNALIZED: June 4, 2015

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MELODY J. STEWART, J.:

{¶1} Plaintiff-appellant Kathleen Walpole requested that this appeal be placed on this court's accelerated calendar pursuant to App.R. 11.1 and Loc.R. 11.1. By doing so, she has agreed that we may render a decision in "brief and conclusionary form" consistent with App.R. 11.1(E).

{¶2} The substance of this appeal is that the domestic relations division of the court of common pleas erred by adopting a qualified domestic relations order ("QDRO") offered by Kathleen's former husband, defendant-appellee Thomas Walpole. That QDRO assigned to each party a 50 percent share of the proceeds of Thomas's Novelis Savings and Retirement plan. Kathleen maintains that the QDRO violated the terms of the divorce decree providing that "plaintiff shall be awarded, as a division of property, defendant's interest in the Novelis Savings Plan (401k), which division shall be accomplished by way of Qualified Domestic Relations Order." Kathleen argues that by adopting a 50/50 split of the Novelis plan, the court essentially modified the division of property, despite failing to retain jurisdiction to do so.

{¶3} At the time of the divorce, the parties had assets in defined benefit plans and contribution plans. The defined benefit plans were: the Novelis Pension Plan, Supplemental Retirement Benefit Plan, and State Teachers Retirement System; the contribution plans were the Novelis Savings Plan (410K) and Alcan Corporation Non-Qualified Deferred Compensation.

{¶4} The divorce decree made the following dispositions of the Novelis Savings Plan and Alcan Corporation Non-Qualified Deferred Compensation:

The Court further finds that plaintiff should be awarded, as a division of property, defendant's entire interest in the Novelis Savings Plan (401k) with a value of Eight Hundred Eighty-Seven Thousand Three Hundred Fifty-Nine Dollars (\$887,359.00) as of October 31, 2008, which division shall be accomplished by way of a Qualified Domestic Relations Order, and the defendant should be awarded, as a division of property, his Alcan Corporation Non-Qualified Deferred Compensation Plan, with a value of Seven Hundred Twenty-Four Thousand Nine Hundred Fifty-Six Dollars (\$724,956.00) as of October 30, 2008. The balances in those accounts as of the time of the final Decree, exclusive of any additional contributions after November 5, 2008, should be equally divided.

{¶5} In the same divorce decree, the court reiterated that:

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff shall be awarded, as a division of property, defendant's interest in the Novelis Savings Plan (401K), which division shall be accomplished by way of a Qualified Domestic Relations Order.

The court then stated: "IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the balances in the aforementioned accounts as of the time of the final Decree, exclusive of any additional contributions after November 5, 2008, shall be equally divided."

{¶6} Although it might seem that the divorce decree is at odds with itself — it states that Kathleen is to be awarded Thomas’s interest in the Novelis Savings Plan, yet goes on to state that the balance in that account is to be “equally divided” — that is not the case. It appears that the court intended to assign the two contribution plans to the parties as a way of dividing the marital property; hence, Kathleen received the Novelis Savings Plan while Thomas received the Alcan deferred compensation plan. At the time of the divorce, the value of those two plans was roughly equal, at least in terms of the total amount of marital assets being divided. Critically, the assignment of those two plans to each party was conditioned on the plans being “equally divided” upon disbursement (not counting any additional contributions made after November 5, 2008).

{¶7} Viewed in this manner, the court’s decision to adopt Thomas’s proposed QDRO and its 50/50 split of the Novelis Savings Plan was not error; indeed, it operated as an equal split of the contribution plans for purposes of dividing the marital estate. The court’s judgment entry makes this point clear:

The Judgment Entry of Divorce specifically provides that:

Plaintiff shall retain the entire Novelis Savings Plan (401K) (#9585S) and Defendant shall retain the Alcan Corporation Non-Qualified Deferred Compensation Plan. *The balances of those accounts at final decree, exclusive of any additional contributions after November 5, 2008, shall be divided equally.*

Accordingly, the Court finds that the QDRO proposed by Defendant which awards Plaintiff 50% of the balance of the Novelis 401K as of November 5, 2008 is the correct QDRO.

(Emphasis added.)

{¶8} The court has continuing jurisdiction to interpret its own judgment. *Brown v. Charlton*, 8th Dist. Cuyahoga No. 96430, 2011-Ohio-4958, ¶ 10. We find no error in the court’s decision to approve a QDRO that conformed to the divorce decree. We summarily overrule Kathleen’s argument that the court’s decision operated as a de facto modification of the divorce decree.

{¶9} For the same reasons, we conclude that the court had no obligation to hold an evidentiary hearing on the matter. The court was ruling on a divorce decree that it issued, so it was capable of determining the meaning of the language used in that decree without an evidentiary hearing. *See Huntington Natl. Bank v. Donatini*, 12th Dist. Warren No. CA2014-08-105, 2015-Ohio-67, ¶ 10 (“A trial court is in the best position to interpret its own judgment once entered.”).

{¶10} Judgment affirmed.

It is ordered that appellee recover of appellant costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate be sent to the domestic relations division to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MELODY J. STEWART, JUDGE

LARRY A. JONES, SR., P.J., and

EILEEN T. GALLAGHER, J., CONCUR