[Cite as *Premiere Settlement & Title, L.L.C. v. Cline*, 2026-Ohio-4226.]

IN THE COURT OF APPEALS OF OHIO
ELEVENTH APPELLATE DISTRICT
TRUMBULL COUNTY

PREMIERE SETTLEMENT & TITLE, L.L.C., Plaintiff-Appellee, - vs - JAMES R. CLINE, Defendant/Cross-Claimant/Cross-Defendant-Appellant, ASHLEY A. LOKASH, Defendant/Cross-Defendant/Cross-Claimant-Appellee.	**CASE NO. 2026-T-0029** Civil Appeal from the Court of Common Pleas Trial Court No. 2024 CV 00381

OPINION AND JUDGMENT ENTRY

Decided: October 26, 2026
Judgment: Affirmed

Damian P. DeGenova, DeGenova & Yarwood, Ltd., 42 North Phelps Street, Youngstown, OH 44503 (For Plaintiff-Appellee).

Stephen A. Turner, Turner, May & Shepherd, 185 High Street, N.E., Warren, OH 44481 (For Defendant-Appellant).

Michael J. Fredericka, Neuman and Fredericka Law Office, L.L.C., 761 North Cedar Avenue, Suite 1, Niles, OH 44446 (For Defendant-Appellee).

MATT LYNCH, P.J.

{¶1} This appeal arises from the crossclaims of defendant-appellant, James R. Cline, and defendant-appellee, Ashley A. Lokash. Plaintiff-appellee, Premiere Settlement & Title, L.L.C. ("Premiere Settlement"), did not file a brief on appeal.

{¶2} Cline appeals the judgment of the Trumbull County Court of Common Pleas awarding summary judgment in favor of Lokash and distributing the proceeds of the sale of real property pursuant to the terms of the parties' agreement. After a careful review of Cline's assignment of error challenging the award of summary judgment, the record, as well as the pertinent law, we affirm the judgment of the trial court.

Substantive and Procedural History

{¶3} In March 2022, Premier Settlement, a real estate title insurance and escrow agency, filed a complaint against Cline and Lokash. Premier Settlement alleged it was retained to perform title work and escrow services for the transfer of real property located at 404 Bonnie Brae Avenue in Niles, Ohio (the "property"). Upon performing a title exam, Premiere Settlement discovered a document, entitled "Affidavit of Facts Related to Ownership of Real Estate," which was filed by Lokash in the Trumbull County Recorder's Office. Attached to the affidavit was an agreement between Cline and Lokash to divide the net proceeds in the event the property was sold. Premiere Settlement further alleged the affidavit was a cloud on the title; it was holding in escrow $55,568.51 from the proceeds of the sale; Cline had instructed Premiere Settlement not to distribute any of the proceeds to Lokash; and it had already distributed $15,000.00 to Cline (an amount Premiere Settlement believed was undisputed).

{¶4} Premiere Settlement prayed to interplead the sum in escrow and to be removed from any further action in the matter. Premier Settlement further requested the court allow Lokash and Cline the opportunity to "set out their cause," remove the cloud from the title, and remove the affidavit from the files of the recorder's office. Premiere Settlement attached the affidavit and agreement to the complaint.

{¶5} In the affidavit, dated September 22, 2023, Lokash averred that Cline was the current owner of the property; she and Cline had signed and notarized the agreement; "the purpose of the contract was to provide for the equitable and agreed-upon distribution of the real estate after sale given the parties were not married at the time of the purchase nor during the time improvements were made to the property"; the terms of the agreement were clear and unambiguous; and she recorded the affidavit and agreement to preserve her rights because she paid money towards the property and Cline had indicated he would not abide by the agreement.

{¶6} The agreement was executed by the parties on September 27, 2021. The agreement set forth that Cline purchased the property though a loan guaranteed by the Veteran's Administration; the parties intended to be married; Lokash was willing to use $40,000.00 for the purpose of upgrading the home; and the purpose of the agreement was to address their respective rights and obligations in the event of death or separation prior to their marriage. In relevant part, the parties agreed that (1) the property shall remain in Cline's name; (2) Lokash "shall provide a sum not to exceed Forty Thousand and no/100 ($40,000) Dollars from her accounts that shall be used at the discretion of [Lokash] to improve the subject residence to make the home more compatible with the parties' lifestyles"; and (3) Lokash will provide all the funds, sign all of the work orders, release funds to subcontractors, and keep a record of all receipts, disbursements, and transactions. The parties further agreed to the following:

> 5. Upon the sale of the subject premises by [Cline] . . . the net proceeds shall be divided as follows:
>
> > A. [Lokash] shall be reimbursed Forty Thousand and no/100 ($40,000.00) Dollars for the sum that she has advanced to improve the property. If the net proceeds from [the sale] do not equal or exceed said $40,000.00, then the entire net proceeds shall be distributed to [Lokash]. Any shortfall, or any difference between the

> net proceeds and the $40,000 owed, shall be paid by [Cline] to [Lokash] within fourteen (14) days from the receipt of the overall net sales proceeds via [Cline's] own funds, Promissory Note, Second Mortgage, or any combination thereof, as [Lokash] shall agree in writing;[1]
>
> B. One-half of the balance of the net proceeds, if any, shall be paid to [Lokash];
>
> C. One-half of the balance of the net proceeds, if any, shall be paid to [Cline]; . . .

{¶7} Cline filed a crossclaim against Lokash, in which he alleged Lokash provided no sum for improvements to the property after she vacated the premises and their relationship ended. He further alleged that upon learning of the sale, Lokash maliciously and/or with reckless disregard filed the affidavit and agreement in the recorder's office, placing a cloud on the title. Cline asked the court to (1) declare his promise to split the proceeds unenforceable because there was no consideration, (2) declare he is entitled to the entirety of the net proceeds, (3) order the clerk of courts to release the funds from escrow, and (4) order judgment against Lokash for damages, including punitive damages, attorney fees, and costs. Cline attached a copy of the parties' agreement to his crossclaim.

{¶8} Lokash, in turn, filed a counter-crossclaim against Cline, raising claims of breach of contract, promissory estoppel, unjust enrichment, quantum meruit, and tortious interference. Lokash requested the court to order Cline to abide by the terms of their agreement, reimburse her for expenses she paid for improvements to the property, split the remaining proceeds, and award her costs, attorney fees, and punitive damages.

{¶9} In October 2025, the parties filed a stipulation of facts and competing summary judgment motions. The parties stipulated that Cline purchased the property on

1. Neither party argued Lokash should be reimbursed $40,000 if she spent any sum less than $40,000.

June 30, 2021. The parties were romantically involved and intended to live on the property together. Lokash paid $1,000.00 in earnest money, $525.00 for an appraisal, and $1,000.00 in closing costs, which Cline promised "at that time to reimburse the monies loaned by [Lokash]." In January 2020, Lokash purchased a bed for $788.38 and a couch for $2,196.47 that remained in Cline's possession and that he promised to pay for separate and apart from their agreement. After they took possession of the property in July 2021, they made various improvements to the property, which Lokash paid for in excess of $10,000.00. In September 2021, the parties entered into the agreement. Between September 27, 2021, and October 23, 2021, Lokash purchased additional supplies for the improvements such as paint, paint supplies, molding, and yard tools that remained in Cline's possession when the relationship ended and when Lokash vacated the premises in March 2022. Between August 2021 and March 2022, Lokash paid $500.00 per month in rent to Cline. In September 2022, Cline put the residence up for sale, and on September 26, 2023, Lokash filed the affidavit and agreement with the recorder's office. On December 6, 2023, Cline sold the property to a third party. The total amount of proceeds in dispute is $71,897.61. Attached to the stipulations were a typed list of various payments made by Lokash, receipts of items and services Lokash purchased for improvements, the recorded affidavit and agreement, and closing documents from the sale.

{¶10} In her motion, Lokash argued she was entitled to be reimbursed $17,142.00, and half of the net proceeds of $27,377.80, for a total of $44,519.80. Lokash argued the parties' agreement contemplated the amounts she spent on the property both prior to and after the agreement was executed. Lokash attached to her summary

judgment motion the same documents as the stipulated exhibits in addition to text messages between the parties.

{¶11} In his motion for summary judgment, Cline acknowledged Lokash should be reimbursed $11,035.00 for "various loans and expenditures prior to the September 27, 2021 Agreement" and argued he is entitled to the remaining amount of the net proceeds. Cline further argued there was no consideration under the agreement because Lokash did not perform under the agreement. Cline attached no evidentiary quality materials to his motion.

{¶12} In March 2026, the trial court issued a judgment on the parties' motions, awarding summary judgment in favor of Lokash. After reviewing the facts and arguments of the parties, the court found neither of the parties were arguing the claims they had raised in their crossclaims; rather, they were arguing whether the agreement was enforceable and how much money should be distributed to each party. Thus, the central issue to be decided was whether Lokash had performed under the terms of the agreement.

{¶13} The court reviewed there was no dispute that Lokash expended money to improve the property prior to the agreement. The court found this included $2,525.00 toward the purchase of the property, $3,325.00 for flooring and carpet, $340.00 for Sherwin Williams, $1,185.00 for Home Depot, $266.00 for Big Lots, $81.00 for Hobby Lobby, $121.00 for Handyman, $208.00 for Smallwoods Carpet, and $2,196.00 for Value City, which included $788.38 for a bed. The court noted the parties stipulated that Lokash purchased "additional painting supplies, molding pieces and yard tools" after the agreement. Further, several of the stipulated exhibits were receipts of purchases that

were dated after the agreement. Thus, it was clear Lokash spent money for improvement of the property after the agreement was executed.

{¶14} The court further found the agreement did not state Lokash had to spend $40,000. Rather, it specified Lokash "shall provide a sum *not to exceed* Forty Thousand and no/100 ($40,000.00) Dollars from her accounts . . . ." Accordingly, the court found that pursuant to the stipulated evidence, Lokash performed under the agreement and she was entitled to reimbursement for the money expended after the agreement ($1,191.34), as well as half of the net proceeds of the sale, and therefore, Cline was in breach of the agreement.

{¶15} As for the purchases and costs Lokash expended prior to the agreement, Cline stipulated and acknowledged in his motion the parties had separate, antecedent oral agreements for those costs. Cline believed Lokash should be reimbursed $11,035.38, which the court found also included the $1,194.34 expended after the agreement.

{¶16} Insofar as Lokash sought reimbursement for moving expenses and rent, the court found that money was not tendered for improvements and there was no evidence the parties agreed otherwise that those sums would be reimbursed.

{¶17} In sum, the court found Lokash was entitled to reimbursement in the amount of $11,035.38 and half of the proceeds of the sale, $30,431.12, for a total of $41,466.50. Cline was entitled to the remainder of the proceeds, which included the $15,000.00 that Premiere Settlement had already disbursed to him.

{¶18} Cline timely appealed and raises one assignment of error for our review:

{¶19} "The trial court erred when it denied the appellant's motion for summary judgment and granted the appellee's motion for summary judgment."

Summary Judgment

{¶20} In his sole assignment of error, Cline contends the trial court should have placed the burden on Lokash to prove that her expenditures after the agreement resulted in actual improvements to the property. Further, since she failed to carry her burden demonstrating improvements were made, the trial court should have concluded Lokash failed to perform under the terms of the agreement and awarded him summary judgment.

{¶21} Pursuant to Civil Rule 56(C), summary judgment is proper when (1) the evidence shows "that there is no genuine issue as to any material fact" to be litigated, (2) "the moving party is entitled to judgment as a matter of law," and (3) "it appears from the evidence or stipulation, and only from the evidence or stipulation, that reasonable minds can come to but one conclusion and that conclusion is adverse to the party against whom the motion for summary judgment is made, that party being entitled to have the evidence or stipulation construed most strongly in the party's favor."

{¶22} A trial court's decision to grant summary judgment is reviewed by an appellate court under a de novo standard of review. *Grafton v. Ohio Edison Co.*, 77 Ohio St.3d 102, 105 (1996). "A de novo review requires the appellate court to conduct an independent review of the evidence before the trial court without deference to the trial court's decision." *Peer v. Sayers*, 2011-Ohio-5439, ¶ 27 (11th Dist.).

{¶23} In this case, the parties filed competing summary judgment motions, and stipulated facts and exhibits. It is worth stating that "[a] stipulation is '[a] voluntary agreement between opposing parties concerning some relevant point; esp[ecially], an agreement relating to a proceeding, made by attorneys representing adverse parties to the proceeding.'" *Graves Lumber Co. v. Croft*, 2014-Ohio-4324, ¶ 23 (9th Dist.), quoting *Black's Law Dictionary* (8th Ed. 2004). "'Stipulations waive the necessity to produce

evidence' regarding the stipulated item." *Id.*, quoting *Shanklin v. Lowman*, 2011-Ohio-255, ¶ 35 (3d Dist.).

{¶24} Both parties agree they had a contract, which "'"is generally defined as a promise, or a set of promises, actionable upon breach. Essential elements of a contract include an offer, acceptance, contractual capacity, consideration (the bargained for legal benefit and/or detriment), a manifestation of mutual assent and legality of object and of consideration."' *Kostelnik v. Helper,* 2002-Ohio-2985, ¶ 16, quoting *Perlmuter Printing Co. v. Strome, Inc.*, 436 F.Supp. 409, 414 (N.D.Ohio 1976)." *Williams v. Ormsby*, 2012-Ohio-690, ¶ 14.

{¶25} Cline argues Lokash failed to perform her obligations under the agreement, thus there is no consideration, and their agreement is not valid. "Consideration may consist of either a detriment to the promisee or a benefit to the promisor." *Id.* at ¶ 16. "A benefit may consist of some right, interest, or profit accruing to the promisor, while a detriment may consist of some forbearance, loss, or responsibility given, suffered, or undertaken by the promisee." *Id*. "[C]ourts may not inquire into the adequacy of consideration, which is left to the parties as '"the sole judges of the benefits or advantages to be derived from their contracts."'" *Id.* at ¶ 17, quoting *Hotels Statler Co., Inc. v. Safier*, 103 Ohio St. 638, 644-645 (1921), quoting *Newhall v. Paige*, 10 Gray (76 Mass.) 366, 368 (1858). "But whether there is consideration at all is a proper question for a court." *Id.*

{¶26} Per the plain terms set forth in the agreement, Lokash was required "to provide a sum not to exceed Forty Thousand and no/100 ($40,000.00) Dollars from her accounts that shall be used at the direction of [Lokash] to improve the subject residence to make the home more compatible with the parties' lifestyles." As the trial court found,

based on the parties' stipulations and stipulated exhibits, Lokash expended certain monies after the parties entered into the agreement: on September 28, 2021, Lokash spent $163.38 at Sherwin Williams; on October 11, 2021, Lokash spent $27.96 at Handyman; and on February 28, 2022, Lokash spent $1,000.00 at Tondo Carpets, Inc. Thus, Lokash performed her part of the bargain by spending an amount that did not exceed $40,000.00, and she was entitled to be reimbursed and to receive half of the net proceeds from the sale of the property.

{¶27} While Cline argues Lokash should have demonstrated the materials purchased after the agreement resulted in actual improvements, we cannot construe an additional requirement in an unambiguous provision of a contract. "[W]here the terms in an existing contract are clear and unambiguous, this court cannot in effect create a new contract by finding an intent not expressed in the clear language employed by the parties." *Alexander v. Buckeye Pipe Line Co.*, 53 Ohio St.2d 241, 246 (1978). "As a matter of law, a contract is unambiguous if it can be given a definite legal meaning." *Westfield Ins. Co. v. Galatis*, 2003-Ohio-5849, ¶ 11. "Only when a definitive meaning proves elusive should rules for construing ambiguous language be employed. Otherwise, allegations of ambiguity become self-fulfilling." *State v. Porterfield*, 2005-Ohio-3095, ¶ 11. "If the meaning is apparent, the terms of the agreement are to be applied, not interpreted." *Albert v. Shiells*, 2002-Ohio-7021, ¶ 20 (10th Dist.).

{¶28} Nor can we question the adequacy of the consideration. Absent proof of fraud or unfair treatment, none of which is evident here, a court will not explore the sufficiency of the consideration once the presence of consideration is demonstrated. *Sligar v. Kerby*, 1997 WL 106317, *1 (12th Dist. Mar. 10, 1997), citing *Ford v. Tandy Transp., Inc.*, 86 Ohio App.3d 364, 384 (4th Dist. 1993).

{¶29} Lastly, it defies logic that Cline argues Lokash did not perform under the terms of the agreement because he was in possession of the materials she purchased yet he chose not to use them.

{¶30} In sum, under the plain terms of the parties' agreement, Lokash fulfilled her obligation by paying an amount not in excess of $40,000.00 for materials to improve the property after the agreement was entered, and the trial court properly awarded summary judgment in favor of Lokash, splitting the net proceeds as set forth in the parties' agreement.

{¶31} Accordingly, we find Cline's sole assignment of error is without merit.

{¶32} The judgment of the Trumbull County Court of Common Pleas is affirmed.

EUGENE A. LUCCI, J.,

SCOTT LYNCH, J.,

concur.

JUDGMENT ENTRY

For the reasons stated in the opinion of this court, appellant's assignment of error is without merit. It is the judgment and order of this court that the judgment of the Trumbull County Court of Common Pleas is affirmed.

Costs to be taxed against appellant.

PRESIDING JUDGE MATT LYNCH

JUDGE EUGENE A. LUCCI,
concurs

JUDGE SCOTT LYNCH,
concurs

THIS DOCUMENT CONSTITUTES A FINAL JUDGMENT ENTRY

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