[Cite as *Logan v. Logan*, 2026-Ohio-3363.]

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

HEATHER L. LOGAN Appellee v. STEVEN A. LOGAN Appellant	C.A. No. 30801 Trial Court Case No. 2024 DR 00643 (Appeal from Common Pleas Court-Domestic Relations) **FINAL JUDGMENT ENTRY & OPINION**

. . . .

Pursuant to the opinion of this court rendered on August 28, 2026, the judgment of the trial court is affirmed in part and reversed in part, and the matter is remanded to the trial court for further proceedings consistent with the opinion.

Costs to be paid as follows: 50% by appellee and 50% by appellant.

Pursuant to Ohio App.R. 30(A), the clerk of the court of appeals shall immediately send a copy of the court's ruling to each party and note that action on the docket. Additionally, pursuant to App.R. 27, the clerk of the court of appeals shall send a certified copy of this judgment, which constitutes a mandate, to the clerk of the trial court and note the service on the appellate docket.

For the court,

ROBERT G. HANSEMAN, JUDGE

EPLEY, J., and HUFFMAN, J., concur.

OPINION

MONTGOMERY C.A. No. 30801

ANNE HARVEY, Attorney for Appellant
CHRIS BECK, Attorney for Appellee

HANSEMAN, J.

{¶ 1} Steven A. Logan appeals from a final judgment and decree of divorce issued by the Domestic Relations Division of the Montgomery County Common Pleas Court. In the appeal, Steven challenges the trial court's orders pertaining to child support, child custody, and the division of the parties' equity in their real estate. For the following reasons, the judgment of the trial court is affirmed in part and reversed in part, and the matter is remanded to the trial court for further proceedings consistent with this opinion.

Facts and Course of Proceedings

{¶ 2} Steven and the appellee, Heather L. Logan, were married on August 6, 2011, in Perry, Georgia. Two children, a daughter and a son, were born as issue of their marriage. Their daughter is currently 11 years old, and their son is currently 7 years old. Heather filed a complaint for divorce on October 8, 2024, and Steven filed an answer and counterclaim on November 5, 2024. The trial court held a divorce hearing on November 4, 2025. During the hearing, Steven and Heather entered into the following stipulations, which were cited in the final judgment and decree of divorce.

1. The parties are incompatible.
2. For purposes of determining the division of assets, the term of the parties' marriage began on August 6, 2011, and terminated on December 31, 2023.

3. Heather earns an annual income of $115,000 through her employer, Scientific Games.

4. Steven earns $108,259.92 through his employer, Herren Associates.

5. Heather has the parties' children enrolled in a health insurance plan through her employer at an annual cost of $5,512.

6. Except as otherwise indicated in the divorce decree, the parties have no joint debts. The parties shall retain any debt in their individual names and shall hold the other harmless and blameless thereon.

7. The parties' joint bank accounts have been divided to their mutual satisfaction and there are no remaining joint bank accounts other than the accounts for the benefit of the parties' children. The parties agree to equally divide the children's accounts and deposit the funds into accounts for the benefit of the children. The parties shall retain bank accounts in their individual names free and clear from any claim of the other except as expressly contained otherwise in the divorce decree.

8. There shall be no exchange of spousal support, and the court will not retain jurisdiction over spousal support.

9. There are no known tax deficiencies, and the parties are current with tax filings. The parties shall file separate tax returns for 2025 and each year thereafter.

10. Neither party has a life insurance policy with a cash value. The parties shall maintain any employer sponsored life insurance and shall list the children as beneficiaries so long as an obligation to support the children exists.

Final Judgment and Decree of Divorce (Feb. 24, 2026), p. 2-3.

{¶ 3} While the parties' stipulations resolved several issues, the allocation of parental rights and responsibilities and the treatment of certain inheritance funds that Steven received from his grandmother's estate were contested issues that the trial court had to rule on. The following is a summary of the testimony and evidence that was presented on those matters during the divorce hearing.

Allocation of Parental Rights and Responsibilities

{¶ 4} Steven requested the trial court to order a shared parenting plan whereby each party would get equal parenting time. Heather, on the other hand, requested an arrangement whereby she would be the primary residential parent and Steven would get parenting time with the children every other weekend and on one weekday during his off week.

{¶ 5} The trial court heard testimony from the parties concerning their schedules, their children's activities, schooling, and care, their parenting philosophies and practices, and their ability to communicate. The court declined to issue an order for shared parenting. The court found that a shared parenting plan would be difficult for the parties to engage in because they could not communicate effectively with one another and because they had different parenting philosophies and practices.

{¶ 6} The trial court designated Heather as the primary residential parent and legal custodian of the children. It granted Steven parenting time in accordance with the Montgomery County Standard Order of Parenting Time, which provides the non-residential parent with parenting time on alternating weekends from Friday evening to Sunday evening. The trial court did extend Steven's alternating weekends to be from Thursday evening to Sunday evening. The trial court indicated that it had reached its custody decision after considering the statutory factors under R.C. 3109.04.

{¶ 7} In addition to the custody order, the trial court ordered Steven to pay Heather a monthly child support obligation of $1,336.14. The trial court arrived at that amount using the standard Child Support Computation Worksheet, which the court attached to the final judgment and decree of divorce. The worksheet shows that the trial court did not apply a 10% downward deviation of Steven's child support obligation under the authority of R.C. 3119.051. Nor did the trial court apply any additional downward deviation under R.C. 3119.23.

Steven's Inheritance Funds

{¶ 8} Steven testified that his grandmother passed away in November 2018 and that, beginning in May 2019, he had received several disbursements of inheritance funds from her estate, which totaled $185,047.60. Steven provided the trial court with a list of the disbursement dates and the amount of each disbursement. Defendant's Exhibit B1. The list showed that Steven received $70,000 on May 10, 2019; $10,000 on July 8, 2019; $50,047.60 on August 20, 2019; $5,000 on December 9, 2019; $30,000 on May 3, 2023; and $20,000 on November 13, 2024. Steven testified that he had received the $20,000 disbursement after the parties had terminated their marriage and that he had placed that money into a separate bank account. Steven, however, deposited the remaining disbursements into a joint savings account that he had shared with Heather.

{¶ 9} Steven provided the trial court with bank statements from the parties' joint savings account and highlighted certain deposits that he claimed represented his inheritance funds. The highlighted deposits showed that $69,759 was deposited on May 20, 2019;

$9,000 was deposited incrementally between July 9, 2019, and July 18, 2019;[1] $50,000 was deposited on September 24, 2019; and $30,000 was deposited on May 9, 2023. Defendant's Exhibit D, p. 2-4; Defendant's Exhibit E, p. 3. Steven testified that those deposits corresponded with the disbursements of inheritance funds that he had received from his grandmother's estate.

{¶ 10} In addition to the deposits, Steven highlighted a withdrawal of $65,334.26 that occurred on October 13, 2020. Defendant's Exhibit E, p. 6. Steven testified that this withdrawal was made to pay the downpayment on the parties' real property at 32 Williamsburg Lane in Dayton, Ohio ("Williamsburg property").

{¶ 11} The joint savings account statements also showed a withdrawal of $44,596.54 that occurred on November 30, 2023. Defendant's Exhibit E, p. 2. Steven testified that this withdrawal was made to paying the downpayment on the parties' real property at 7428 Yorkshire Drive in Dayton, Ohio ("Yorkshire property"). Heather testified that she had moved into the Yorkshire property in December 2023. She agreed that the withdrawals of $65,334.25 and $44,596.54 coincided with the purchases of the Williamsburg and Yorkshire properties.

{¶ 12} To determine the equity in the parties' real estate, they agreed that the Williamsburg property had a fair market value of $420,000 and an outstanding mortgage balance of $233,667.49. The parties also agreed that the Yorkshire property had a fair market value of $198,000 and an outstanding mortgage balance of $159,000. Accordingly,

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1 . Steven testified that he deposited $9,000 incrementally because his bank would sometimes place holds on the account when making transfers. Steven explained that his bank had no branches in Ohio and that the only way he could deposit his inheritance funds into the parties' joint savings account was to first deposit them into a joint checking account and then transfer them to the joint savings account.

the trial court found that the parties had $186,333 worth of equity in the Williamsburg property and $39,000 worth of equity in the Yorkshire property.[2]

{¶ 13} Steven testified that the funds in the parties' joint savings account were a mix of the parties' money and that they used the funds in the joint savings account to pay marital bills. The trial court reviewed the joint savings account statements provided by Steven and found that because there were several large withdrawals and deposits made during the time period in question, Steven had failed to trace his inheritance funds to the downpayments for the Williamsburg and Yorkshire properties. More specifically, the trial court found that Steven's act of depositing his inheritance funds into the joint savings account and then using the account to pay several marital debts transmuted the inheritance funds into marital property.[3] The trial court determined that the parties' equity in the Williamsburg and Yorkshire properties was marital property for which each party was entitled to an equal share.

{¶ 14} Because the trial court split up the equity equally and the parties had agreed that Steven was keeping the Williamsburg property and that Heather was keeping the Yorkshire property, the trial court ordered Steven to pay Heather $64,666.50 to offset the greater amount of equity that was in the Williamsburg property. The $64,666.50 payment represented Heather's half of the equity in the Williamsburg property ($93,166.50), less

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2. The trial court rounded up the equity in the Williamsburg property from $186,332.51 to $186,333.

3. Steven points out that the trial court's decision stated that that his inheritance funds were "transmuted into separate property" as opposed to marital property. When reading the trial court's entire decision, it becomes clear that this was a clerical error. The decision as a whole indicates that the trial court determined that Steven's inheritance funds began as separate property and later transmuted into marital property when he deposited the funds into the parties' joint savings account and then used the funds from that account to pay several marital debts.

Steven's half of the equity in the Yorkshire property ($19,500) and his half of the equity in a Subaru vehicle ($9,000), which had a fair market value of $18,000.

{¶ 15} On February 24, 2026, the trial court issued its final judgment and decree of divorce that reflected its orders regarding parenting time, child support, and the division of the parties' equity in their real estate. Steven now appeals from that judgment, raising three assignments of error for review.

First Assignment of Error

{¶ 16} Under his first assignment of error, Steven claims that the trial court erred by failing to apply a 10% downward deviation to his child support obligation as required by R.C. 3119.051 and by failing to consider whether an additional downward deviation was appropriate under R.C. 3119.23.

Standard of Review

{¶ 17} "We review child support decisions under an abuse of discretion standard." *Mangen v. Mangen*, 2021-Ohio-3693, ¶ 7 (2d Dist.), citing *Booth v. Booth*, 44 Ohio St.3d 142, 144 (1989). Therefore, "[t]he decision whether to deviate from the child support guidelines and worksheet is a discretionary matter and will not be reversed absent an abuse of discretion." *Id*., citing *Hattenbach v. Watson*, 2016-Ohio-5648, ¶ 14 (2d Dist.), citing *Havens v. Havens*, 2012-Ohio-2867, ¶ 6 (10th Dist.). That said, "as a general rule, . . . the governing law is not a matter left to the discretion of the court." *Matter of A.H.*, 2021-Ohio-4055, ¶ 39 (11th Dist.), citing *Conneaut v. Buck*, 2015-Ohio-2593, ¶ 22 (11th Dist.). Therefore, "'where a specific action, ruling or order of the court is required as a matter of law, involving no discretion, that test of "abuse of discretion" should have no application.'" *Id*., quoting *Rohde v. Farmer*, 23 Ohio St.2d 82, 89 (1970).

R.C. 3119.051 and 3119.231

{¶ 18} R.C. 3119.051 provides:

> (A) Except as otherwise provided in this section, a court or child support enforcement agency calculating the amount to be paid under a child support order shall reduce by ten per cent the amount of the annual individual support obligation for the parent or parents when a court has issued or is issuing a court-ordered parenting time order that equals or exceeds ninety overnights per year. This reduction may be in addition to the other deviations and reductions.

{¶ 19} "The use of the word 'shall' in R.C. 3119.051 indicates a 10% downward deviation is a mandatory adjustment to the child support worksheet when the obligor parent has overnight parenting time 90 or more times per year." *Mangen v. Mangen*, 2021-Ohio-3693, ¶ 24 (2d Dist.), citing *Caleshu v. Caleshu*, 2020-Ohio-4075, ¶ 23 (10th Dist.). The plain language of the statute makes it clear that the evidence used to establish the 90-overnight threshold is the court-ordered parenting time order itself. Therefore, the parenting time order must equal or exceed 90 overnights per year in order for the 10% downward deviation under R.C. 3119.051 to apply.

{¶ 20} R.C. 3119.231 provides:

> (A) If court-ordered parenting time exceeds ninety overnights per year, the court shall consider whether to grant a deviation pursuant to section 3119.22 of the Revised Code for the reason set forth in division (C) of section 3119.23 of the Revised Code. This deviation is in addition to any adjustments provided under division (A) of section 3119.051 of the Revised Code.

(B) If court-ordered parenting time is equal to or exceeds one hundred forty-seven overnights per year, and the court does not grant a deviation under division (A) of this section, it shall specify in the order the facts that are the basis for the court's decision.

{¶ 21} "Despite containing a similar threshold of parenting time of 90 overnights, the R.C. 3119.051 10% downward deviation is a separate issue from the R.C. 3119.231(A) consideration of whether to grant an additional downward deviation." *Mangen* at ¶ 24. "The first is an automatic adjustment while the second is a discretionary decision centered on whether R.C. 3119.23(C) justifies an additional downward deviation." *Id*. "[T]he language of R.C. 3119.231(A) indicates the court has discretion concerning whether an additional downward deviation is justified due to '[e]xtended parenting time or extraordinary costs associated with parenting time' as set forth in R.C. 3119.23(C)." *Id*. "[I]f the court does not grant the R.C. 3119.231(A) additional deviation and overnight parenting time equals or exceeds 147 nights, the court must specify the facts that are the basis for the court's decision to deny further deviation." (Emphasis deleted.) *Id*.

{¶ 22} In summary, "the enactment of [R.C. 3119.051 and R.C. 3119.231] created three new deviation thresholds for a trial court's consideration: (1) 90 or more overnights mandates a 10% downward adjustment to child support without any consideration of other deviation factors (R.C. 3119.051); (2) 91 or more overnights compels the judge to consider whether to grant an additional downward deviation in addition to the mandatory adjustment (R.C. 3119.231(A)); and (3) 147 overnights triggers the requirement the trial court provide an explanation for its decision to deny further deviation (R.C. 3119.231(B))." *Mangen*, 2021-Ohio-3693, at ¶ 24 (2d Dist.).

Analysis

{¶ 23} In this case, the trial court's parenting-time order provides that Steven is the non-residential parent and that he "shall have parenting time in accordance with the Montgomery County Standard Order of Parenting Time with the exception that his every other weekend parenting time will be from Thursday evening at 6:00 p.m. until Sunday at 6:00 p.m. Otherwise, all other provisions of the Standard Order of Parenting Time shall apply." Final Judgment and Decree of Divorce (Feb. 24, 2026), p. 6.

{¶ 24} The Montgomery County Standard Order of Parenting Time is attached to the parties' final judgment and decree of divorce. It provides that the "non-residential parent shall have parenting time from 6:00 p.m. to 9:00 p.m. each Wednesday evening or another weekday by agreement." It also provides that the "non-residential parent shall have parenting time on alternate weekends from Friday at 6:00 p.m. to Sunday at 6:00 p.m." The trial court modified the latter provision by giving Steven parenting time from Thursday at 6:00 p.m. until Sunday at 6:00 p.m., so as modified, the standard parenting time order provides Steven with three overnights every other week.

{¶ 25} The standard order of parenting time indicates that the weekly-evening and alternating-weekend parenting-time schedule applies during the school year. A different schedule applies during the children's summer vacation. During summer vacation, the "parties shall exercise summer parenting time in alternating one-week increments beginning the first Friday after the last day of school," with each period beginning "on Friday at 6:00 p.m. and until the following Friday at 6:00 p.m." This alternating-week schedule ends once the children return to school. Depending on whether it is an even- or odd-numbered year, the non-residential parent also gets overnight parenting time during the children's Christmas Break or spring break.

{¶ 26} The evidence established that the parties' children have attended Enon Montessori School since February 2025. We take judicial notice of the school's online calendar,[4] which indicates that its 2026 summer break is 11 weeks long (from Friday, May 22, 2026, until Monday, August 10, 2026), and that its 2027 summer break begins on Friday, May 21, 2027.[5] Therefore, with the alternating-week schedule of parenting time in the summer, Steven would get at least five weeks' worth of overnights with the children during their summer vacation. This amounts to 35 overnights.

{¶ 27} During the 41 weeks of the school year,[6] the regular, alternating-weekend schedule applies except during the children's Christmas and spring breaks. Other than the weeks of those breaks, Steven gets the children for three nights every other week for approximately 19 weeks, which amounts to 57 overnights. Totaling the 57 overnights during the school year, the 35 overnights during the summer, and any additional overnights during Christmas and/or spring break, it is clear that the trial court's parenting-time order provides Steven with over 90 overnights a year. Therefore, Steven is entitled to the mandatory 10% downward deviation under R.C. 3119.051.

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4. Pursuant to Evid.R. 201(B), courts may take judicial notice of facts not subject to reasonable dispute. *State ex rel. Ohio Republican Party v. FitzGerald*, 2015-Ohio-5056, ¶ 18; *State v. Bevers*, 2018-Ohio-4135, ¶ 13 (2d Dist.); *McArthur v. Brabrand*, 610 F. Supp. 3d 822, 831, fn. 2 (E.D.Va. 2022) (taking judicial notice of public school district's standard school year calendar for the purpose of determining what dates were teacher workdays as opposed to school days); *H.C. v. School Board of Palm Beach Cty.*, 2022 WL 22983592, *2, fn. 2 (S.D.Fla. Nov. 10, 2022) (taking judicial notice of an official school calendar to determine the beginning and end dates of the 2017-2018 and 2018-2019 school years); *Stephens v. Gateway School Dist.*, 2025 WL 3130856, *3, fn. 6 (W.D.Pa. Oct. 15, 2025) (taking judicial notice of school district's public academic calendar for the 2024-2025 school year to determine dates of closure for the Thanksgiving holiday).

5. Enon Montessori, *School Calendar*, https://www.enonmontessori.org/school-calendar-1-page (accessed July 28, 2026) [https://perma.cc/3JPX-PTMC].

6. Subtracting the children's 11-week summer vacation from the length of a year, we calculate that the school year is 41 weeks long.

{¶ 28} "According to the Ohio Department of Jobs and Family Services Child Support Guideline Manual, Revised March of 2019, the R.C. 3119.051 deviation is provided for on Line 19 of the Ohio Child Support Worksheets while the R.C. 3119.231 deviation is provided for on Line 25(b)." *Mangen*, 2021-Ohio-3693 at ¶ 27 (2d Dist.). Line 19 of the Child Support Worksheet in this case shows that the trial court did not apply a 10% downward deviation to Steven's child support obligation. Because the mandatory downward deviation of R.C. 3119.051 applies to Steven, we find that the trial court erred when it did not apply the statute in calculating his child support obligation.

{¶ 29} Additionally, because Steven was granted over 90 overnights of parenting time, according to R.C. 3119.231, the trial court should have also considered whether an additional deviation was appropriate due to "extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child or children for parenting time." R.C. 3119.231(C). On remand, the trial court must make that consideration. The trial court, however, is not required to specify the facts that are the basis for the court's decision on that matter because there is no dispute that Steven was not awarded 147 or more overnights.

{¶ 30} Steven's first assignment of error is sustained.

Second Assignment of Error

{¶ 31} Under his second assignment of error, Steven challenges the trial court's child custody order designating Heather as the primary residential parent and legal custodian of the children. Steven claims that, in light of the evidence presented at the divorce hearing, the trial court should have instead imposed a shared parenting plan that provided him with equal parenting time.

Standard of Review

{¶ 32} "When a judge makes a decision regarding the custody of children and when the decision is supported by a substantial amount of competent and credible evidence, the decision will not be reversed absent an abuse of discretion." *Winfield v. Winfield*, 2003-Ohio-6771, ¶ 30 (11th Dist.). Therefore, "'[t]he issue of parenting time is a matter entrusted to the discretion of the trial court.'" *Tellis v. Tellis*, 2021-Ohio-1976, ¶ 12 (2d Dist.), quoting *Szeliga v. Szeliga*, 2012-Ohio-1973, ¶ 12 (2d Dist.). "'[A]bsent an abuse of that discretion, we will not reverse a trial court's decision on parenting time.'" *Id*., quoting *Szeliga* at ¶ 12.

{¶ 33} "'A trial court abuses its discretion when it makes a decision that is unreasonable, arbitrary, or unconscionable.'" (Citation omitted.) *Amesse v. Wright State Physicians, Inc*., 2018-Ohio-416, ¶ 22 (2d Dist.), quoting *State v. Williams*, 2016-Ohio-322, ¶ 17 (2d Dist.). "The discretion which a trial court enjoys in custody matters should be afforded the utmost respect, given the nature of the proceeding and the impact the court's determination will have on the lives of the parties concerned." *Tellis* at ¶ 11, citing *Beismann v. Beismann*, 2008-Ohio-984, ¶ 20 (2d Dist.). "The knowledge a trial court gains through observing the witnesses and the parties in a custody proceeding cannot be conveyed to a reviewing court by a printed record." *Id*., citing *Miller v. Miller*, 37 Ohio St.3d 71, 74 (1988). Therefore, "[a]buse of discretion will not be found where the reviewing court simply could maintain a different opinion were it deciding the issue de novo." (Emphasis deleted.) *Williams v. Nored*, 2005-Ohio-605, ¶ 16 (2d Dist.), *citing AAAA Ents., Inc. v. River Place Community Urban Redevelopment Corp*., 50 Ohio St.3d 157, 161 (1990).

R.C. 3109.04

{¶ 34} "R.C. 3109.04 establishes the process for allocating parental rights and responsibilities between the parents of a minor child." *Bruns v. Green*, 2020-Ohio-4787, ¶ 8.

"Under its provisions, the court must allocate the parental rights and responsibilities for children of divorcing parties." *Snyder v. Snyder*, 2002-Ohio-2781, ¶ 53, citing R.C.3109.04(A). "The statute allows the trial court, in the exercise of its sound discretion, to designate one parent as the residential parent and legal custodian of the child and divide other rights accordingly, or to allocate rights to both parents under a shared parenting plan." *Id*.

{¶ 35} "When making the allocation of the parental rights and responsibilities for the care of the children . . . , the court shall take into account that which would be in the best interest of the children." R.C. 3109.04(B)(1). R.C. 3109.04(F)(1) instructs the trial court to consider all relevant factors and certain listed factors when making the best-interest determination. Some of the listed factors "include such things as the parents' wishes; the child's wishes, if the court has interviewed the child; the child's interaction with parents, siblings, and others who may significantly affect the child's best interests; adjustment of the child to home, school, and community; and the mental and physical health of all involved persons." *In re D.S.*, 2014-Ohio-2444, ¶ 9 (2d Dist.), citing R.C. 3109.04(F)(1).

{¶ 36} In addition, R.C. 3901.04(F)(2) provides factors the court should consider when determining whether shared parenting is in the best interest of the children. Those factors are:

(a) The ability of the parents to cooperate and make decisions jointly, with respect to the children;

(b) The ability of each parent to encourage the sharing of love, affection, and contact between the child and the other parent;

(c) Any history of, or potential for, child abuse, spouse abuse, other domestic violence, or parental kidnapping by either parent;

(d) The geographic proximity of the parents to each other, as the proximity relates to the practical considerations of shared parenting;

(e) The recommendation of the guardian ad litem of the child, if the child has a guardian ad litem.

R.C. 3109.04(F)(2).

{¶ 37} "This list is nonexclusive as the trial court is not limited to the statutory factors. . . .Though there should be some indication in the judgment entry that the trial court considered the best interests of the child pursuant to R.C. 3109.04(F), there is no requirement it make specific findings in its entry as to each and every factor." (Citation omitted.) *Molzon v. Molzon*, 2022-Ohio-1634, ¶ 70 (11th Dist.). Accordingly, "[t]he trial court is not required to discuss the factors in R.C. 3109.04 individually when making its best-interest determination." *Jensen v. Jensen*, 2019-Ohio-4703, ¶ 29 (2nd Dist.).

{¶ 38} "'While no factor in R.C. 3109.04(F)(2) is dispositive, effective communication and cooperation between the parties is paramount in successful shared parenting.'" *Earley v. Earley*, 2012-Ohio-4772, ¶ 26 (12th Dist.), quoting *Seng v. Seng*, 2008-Ohio-6758, ¶ 21 (12th Dist.). "Ohio courts . . . have held that shared parenting is not appropriate where the parents cannot communicate, cooperate and make joint decisions." *Milner v. Milner*, 1999 WL 1139965, *4 (10th Dist. Dec. 14, 1999) (citing cases). This court has recognized that lack of communication between parents hinders the effective functioning of shared parenting. *Rengan v. Rengan*, 2001 WL 726800, *2 (2d Dist. June 29, 2001).

{¶ 39} Parenting style is another appropriate consideration when engaging in the best-interest analysis. *See Smith v. Smith*, 2018-Ohio-1531, ¶ 38 (2d Dist.) (trial court did not abuse its discretion in concluding that the mother's parenting style was in the child's best interest); *Brandt v. Brandt*, 2012-Ohio-5932, ¶ 18 (11th Dist.) (affirming custody order where the parties' parenting styles were among the factors considered in the R.C. 3109.04 best-interest analysis). "Further, when a court considers the best interests of a child, the court should consider which parent is the child's primary caregiver." *Francis v. Francis*, 2003-Ohio-1940, ¶ 21 (2d Dist.); *accord In re P.W.*, 2026-Ohio-1478, ¶ 19 (2d Dist.).

Analysis

{¶ 40} In this case, the trial court conducted a thorough review of the parties' testimony and indicated that it had considered the factors under R.C. 3109.04 before making its child custody decision. The trial court's decision contains multiple findings that align with the best-interest analysis set forth in R.C. 3109.04.

{¶ 41} The trial court found that Steven and Heather do not communicate effectively and cited several incidents supporting that finding. For example, the trial court noted that Steven had waited a day to advise Heather that their son had been taken to urgent care for a dental injury and then failed to advise Heather about the follow-up appointment for the injury. Steven also failed to consult with Heather before having the children vaccinated for COVID. The trial court also considered that Steven had complained about Heather putting their daughter in counseling without consulting him first and about Heather's failure to provide him with updates on their son's speech therapy. Although Steven claims that the parties could communicate effectively, Heather specifically testified that she had difficulty communicating with Steven and that their communication was limited to text messages and emails. Heather also testified that the court-ordered application for communication was helpful but that Steven did not use it. The trial court's finding that the parties did not communicate effectively was supported by competent, credible evidence.

{¶ 42} Aside from the trial court's finding on the parties' lack of effective communication, it found that Steven and Heather have different parenting philosophies and practices. For example, Steven testified that he was against Heather signing the children up for various sports activities year-round. He expressed that he would instead like the children to have more down time and to be more active in nature-based activities through the local farm systems. Heather testified that she opposed Steven allowing the children to have excessive amounts of screen time on their electronic devices. Steven testified that he allowed the children to play video games for three hours on school days and sometimes even more if he overrode their time limits. Heather stated that she had access to the children's Roblox video game application and that, on Saturdays with Steven, the application had recorded the children playing up to six to eight hours. Owing to this evidence, the trial court indicated concern with the excessive amount of screen time that the children had while they were in Steven's care.

{¶ 43} The evidence also established that Steven and Heather had differing views about health precautions, particularly those related to COVID. Steven testified that he had a high risk for respiratory problems and said that he tested the children for COVID every time he received them from Heather. He stated that he wore a mask inside his home until the children's COVID tests came back negative. Steven also always required the children to wear masks in public and had them use nasal spray on a regular basis. Heather believed those practices were extreme, and Steven's hypervigilance concerned her because it caused the children to fear being sick. Heather testified that the children got excited when they were allowed to go to places without wearing a mask and that it made them more confident and willing to interact with people. She added that the children disdained being tested for COVID all the time.

{¶ 44} Steven and Heather also disagreed about whether Steven's mother should be allowed to watch their children. Heather did not want Steven's mother to watch the children because she had witnessed his mother engage in verbal and emotional abuse toward them. Steven testified that he had spoken with his mother multiple times about what she says to the children, and he said that he was not concerned about abuse and had no issue with his mother watching them.

{¶ 45} Considering this evidence, we find that the trial court's determination that the parties have different parenting philosophies and practices was supported by competent, credible evidence.

{¶ 46} Lastly, the trial court found that Heather was the primary caregiver for the parties' children. The evidence established that since March or April 2024, the children had spent Tuesday through Saturday with Heather and Saturday through Tuesday with Steven. Steven testified that when the children became sick with COVID for the first time in his care, he "felt very overwhelmed" and that Heather came and picked the children up. Tr. 111. The evidence established that Heather signed the children up for their sports activities and was the primary person who took the children to those activities. The evidence also established that Heather signed the parties' daughter up for counseling and took the child to her counseling sessions. Heather registered the parties' son in speech therapy and took him to his speech therapy sessions.

{¶ 47} Steven testified that he took the children to their piano and violin lessons and that he had taken the children to their annual wellness visits with their primary care physician *for the past two years*. Steven provided the children's dental insurance and took them to their regular dental cleanings. Steven and Heather were equally involved in the children's homeschooling, but Heather was primarily responsible for enrolling the children enrolled in their current school.

{¶ 48} When considering all the evidence, we cannot say that it was unreasonable for the trial court to conclude that Heather was the primary caregiver.

{¶ 49} Because the trial court indicated that it had considered the statutory factors under R.C. 3109.04, and because the trial court's findings align with the best-interest analysis required under R.C. 3109.04 and support the conclusion that shared parenting was not in the children's best interest, we cannot say that the trial court abused its discretion in designating Heather as the primary residential parent and legal custodian and granting Steven parenting time on alternating weekends.

{¶ 50} Steven's second assignment of error is overruled.

Third Assignment of Error

{¶ 51} Under his third assignment of error, Steven challenges the trial court's division of the parties' equity in their real estate. His primary argument is that the trial court erred by finding that the parties' downpayment on the Yorkshire property was made up of entirely marital funds. He claims that $30,000 of the Yorkshire downpayment can be traced to inheritance funds that he deposited in the parties' joint savings account. Steven argues that his inheritance funds were his separate property and that the trial court erroneously concluded that the inheritance funds were transmuted into marital property when he deposited them into the parties' joint savings account. Steven traces the trial court's error back to its purportedly incorrect determination that marital funds were used for the downpayment for the Williamsburg property, which was purchased before the Yorkshire property. Steven effectively challenges the trial court's division of the parties' equity in both the Yorkshire and Williamsburg properties. In addition, Steven tangentially argues that the trial court made an erroneous factual finding regarding the $20,000 disbursement of inheritance funds that he received in November 2024.

Standard of Review

{¶ 52} "Appellate courts review a trial court's division of property under an abuse of discretion standard, but a trial court's classification of property as marital or separate must be supported by the manifest weight of the evidence." *Pentella v. Pentella*, 2014-Ohio-1113, ¶ 8 (2d Dist.), citing *Mays v. Mays*, 2001 WL 1219345, *3 (2d Dist. Oct. 12, 2001). When reviewing the manifest weight of the evidence, the appellate court "'weighs the evidence and all reasonable inferences, considers the credibility of witnesses, and determines whether in resolving conflicts in the evidence, the [finder of fact] clearly lost its way .'" (Bracketed text in original.) *Eastley v. Volkman*, 2012-Ohio-2179, ¶ 20, quoting *Tewarson v. Simon*, 141 Ohio App.3d 103, 115 (9th Dist. 2001).

Marital vs. Separate Property

{¶ 53} In divorce proceedings, the trial court must review the parties' property and determine what property constitutes "marital property" and what property constitutes "separate property." R.C. 3105.171(B). "Marital property" includes "[a]ll real and personal property that currently is owned by either or both of the spouses." R.C 3105.171(A)(3)(a)(i). There is a rebuttable presumption that any property or an interest in property that either spouse owns is marital property and is subject to equal division. *Fisher v. Fisher*, 2004-Ohio-7255, ¶ 4 (2d Dist.); *Baker v. Baker*, 2024-Ohio-678, ¶ 10 (2d Dist.); R.C. 3105.171(C)(1) ("the division of marital property shall be equal"). "The presumption may be rebutted by evidence showing that an item of property is instead the separate property of one of the two spouses." *Fisher* at ¶ 4. This is because the trial court is required to distribute separate property to the spouse it belongs to. R.C 3105.171(D). As relevant to this appeal, "separate property" includes all real and personal property and any interest in property that is found to be "[a]n inheritance by one spouse by bequest, devise, or descent during the course of the marriage." R.C. 3105.171(A)(6)(a)(i).

{¶ 54} "The burden of proving that property is separate is on the proponent of the claim to prove by a preponderance of the evidence." *Fiamengo v. Fiamengo*, 2016-Ohio-4720, ¶ 29 (2d Dist.), citing *Cooper v. Cooper*, 2008-Ohio-4731, ¶ 14 (2d Dist.); *accord Bergman v. Bergman*, 2013-Ohio-715, ¶ 31 (2d Dist.). "The burden to prove the separate identity of property can be met with 'documents and/or testimony.'" *Collins v. Collins*, 2015-Ohio-2618, ¶ 24 (9th Dist.), quoting *Eikenberry v. Eikenberry*, 2010-Ohio-2944, ¶ 27 (9th Dist.). However, "[o]ral testimony as evidence, without corroboration, may or may not satisfy the burden." *Maloney v. Maloney*, 2005-Ohio-1368, ¶ 23 (2d Dist.).

{¶ 55} Courts have found that the act of placing inheritance funds into a joint bank account with marital funds does not by itself destroy the inheritance funds' identity as separate property. *Needles v. Needles*, 2002-Ohio-7128, ¶ 24-27 (11th Dist.); *Cook v. Cook*, 1994 WL 237489, *3 (2d Dist. June 3, 1994). Indeed, "[t]he commingling of separate property with other property of any type does not destroy the identity of the separate property as separate property, *except when the separate property is not traceable*." (Emphasis added.) R.C. 3105.171(A)(6)(b). "[T]raceable refers to evidence demonstrating a connection between property currently owned and some antecedent article of separate property. Such proof overcomes the effect of commingling, by which separate property may be 'transmuted' into marital property." *Maloney* at ¶ 22. "So in determining whether property is separate or marital, '[t]he key issue is traceability.'" *Fiamengo* at ¶ 28, quoting *Janis v. Janis*, 2011-Ohio-3731, ¶ 48 (2d Dist.).

{¶ 56} "Separate property can lose its nonmarital quality when it cannot be clearly traced because of extensive and repeated commingling." *Bauer v. Bauer*, 2020-Ohio-425,

¶ 31 (12th Dist.). Evidence of extensive and repeated commingling of separate and marital funds in a savings account during the relevant period can support finding that a party failed to meet their burden of tracing separate funds. *See Smith v. Smith*, 2023-Ohio-982, ¶ 38 (12th Dist.) ("[g]iven near continuous transfers of separate and marital monies in and out of the savings account and the lengthy passage of time, [husband] failed to offer evidence that would overcome the effect of commingling and substantiate a decision tracing his separate assets in the savings account") (citing cases).

{¶ 57} In *Bucalo v. Bucalo*, 2005-Ohio-6319 (9th Dist.), a husband deposited his separate funds into a joint checking account with his wife but failed to demonstrate how he had "earmarked" the funds to keep track of them after the deposit. Owing to this absence of evidence, the Ninth District Court of Appeals found that the husband failed to meet his burden to demonstrate by a preponderance of the evidence that his separate funds retained their separate identity after they had been commingled with marital funds. *Id*. at ¶ 19.

{¶ 58} "Because traceability presents a question of fact, we must give deference to the trial court's findings, and the court's decision on the matter will not be reversed as against the manifest weight of the evidence when it is supported by competent credible evidence." *Maloney,* 2005-Ohio-1368, at ¶ 23 (2d Dist.).

Analysis

{¶ 59} Steven's third assignment of error primarily concerns $30,000 of inheritance funds that he received from his grandmother's estate. There is no dispute that Steven deposited those funds into a joint savings account that he shared with Heather. Steven asserts that the evidence established that the $30,000 can be traced to the $44,596.54 downpayment that the parties made on the Yorkshire property. In light of that claim, Steven asserts that the trial court erroneously found that all the equity in the Yorkshire property

($39,000) was marital and that the court should not have split the equity equally among the parties. According to Steven, the trial court should have instead found that $30,000 of the Yorkshire downpayment was separate property. To reach this result, Steven challenges the tracing analysis that the trial court used when dividing the Yorkshire and Williamsburg properties. Steven also tangentially argues that the trial court erred by finding that he later deposited $20,000 of inheritance funds into the parties' joint savings account. For purposes of clarity, and because it is necessary to resolve the claim concerning the Yorkshire property, we address the tracing issue chronologically and start with the downpayment made on the Williamsburg property.

1. The Williamsburg Downpayment:

{¶ 60} On May 20, 2019, Steven deposited $69,759 of inheritance funds into the parties' joint savings account when the account had a balance of $9,000. The evidence indicates that this deposit was made from the $70,000 of inheritance funds that Steven received from his grandmother's estate on May 10, 2019. This was the first of several deposits of inheritance funds that Steven made into the parties' joint savings account.

{¶ 61} Between July 9 through 18, 2019, Steven deposited an additional $9,000 in inheritance funds into the parties' joint savings account. The evidence indicates that this deposit was made from $10,000 of inheritance funds that Steven received from his grandmother's estate on July 8, 2019. Next on September 24, 2019, Steven deposited an additional $50,000 in inheritance funds that he had received from his grandmother's estate on August 20, 2019.

{¶ 62} There is no dispute that on October 13, 2020, $65,334.26 was withdrawn from the parties' joint savings account to make a downpayment on the Williamsburg property. The bank statements provided by Steven established that there was a significant amount of withdrawal and deposit activity in the parties' joint savings account during the time between the first inheritance deposit of May 20, 2019, and the October 13, 2020 withdrawal—37 withdrawals and 21 non-inheritance deposits. The withdrawals and non-inheritance deposits were in various amounts ranging from $47 to $11,000. The total amount of the non-inheritance deposits was $55,871.29, and the total amount of the withdrawals from the account was $89,238.74. Again, the withdrawal for the Williamsburg downpayment was $65,334.26.

{¶ 63} During the divorce hearing, Steven acknowledged that the funds in the parties' joint savings account were "a mix of [their] money." Tr. 119. He acknowledged that he and Heather had used each other's money in the joint savings account to pay marital bills. *Id*. at 117-118, 120. He further indicated that the inherited funds were also used to pay debts that the parties had incurred to invest in a home that they had owed in Georgia so that they could sell the home at a higher price. *Id*. at 121.

{¶ 64} Between the deposit of Steven's inheritance funds into the joint savings account and the $65,334.26 withdrawal for the Williamsburg downpayment, the account had significant withdrawal and deposit activity. The joint savings account was also used to pay marital bills. Considering these facts, we find that there was competent, credible evidence for the trial court to conclude that Steven's inheritance funds could not be traced to the Williamsburg downpayment. Steven even conceded in his appellate brief that the record presents "a genuine tracing challenge for the Williamsburg window [of time]." Given the large amount of withdrawals and deposits during the period in question, there was absolutely no way to determine how much, if any, of the $65,334.26 withdrawn for the Williamsburg downpayment was made from inheritance funds.

{¶ 65} Such a challenge exists even in relation to the $50,000 of inheritance funds that Steven deposited into the joint savings account on September 24, 2019. During the 12 months between the date of that deposit and the date of the $65,334.26 withdrawal for the Williamsburg downpayment, there were 22 withdrawals from the account totaling $48,333.95 and 18 non-inheritance deposits into the account totaling $22,331.74.

{¶ 66} Given the extensive and repeated commingling of Steven's inheritance funds with marital funds in the joint savings account and his failure to provide any evidence of how he earmarked his inheritance funds to separate them from marital funds, the trial court's finding that Steven had failed to demonstrate by a preponderance of the evidence that his inheritance funds were separate property was not against the manifest weight of the evidence. It is clear from the evidence that the inheritance funds Steven received between May and September 2019 became so commingled with marital funds in the joint savings account that the inheritance funds were untraceable and could no longer be considered separate property.

2. The Yorkshire Downpayment:

{¶ 67} Approximately two and a half years after the parties made the $65,334.26 withdrawal for the Williamsburg downpayment, Steven deposited an additional $30,000 of inheritance funds into the parties' joint savings account on May 9, 2023. At the time of that deposit, the account had a balance of $16,012.75. As discussed above in relation to the Williamsburg downpayment, Steven's prior deposits of inheritance funds were untraceable and had been transmuted into marital property, so the balance constituted marital funds.

{¶ 68} Following Steven's $30,000 deposit of inheritance funds, the parties' joint savings account had a new balance of $46,012.75. On May 23, 2023, $17,241 of marital funds were deposited into the account. Steven testified that the $17,241 was obtained from stocks that the parties had liquidated. According to Steven, the stocks had been purchased with money taken from the parties' joint savings account.

{¶ 69} On June 30, 2023, the joint savings account accrued $34.73 of interest. On August 17, 2023, $2,532 was deposited into the account from the parties' joint checking account. Nothing in the record indicates that this deposit came from inheritance funds. On September 30, 2023, the account accrued $57.08 in interest. At that point, the account had a balance of $66,057.56.

{¶ 70} On October 4, 2023, $4,130 was withdrawn from the account for "basement flooring." This left the account with a balance of $61,927.56. On November 30, 2023, $44,596.54 was withdrawn from the account for the downpayment on the Yorkshire property.

{¶ 71} In summary, when Steven deposited the $30,000 in inheritance funds, the $16,012.75 balance of the joint savings account represented marital funds. By September 30, 2023, $20,044.81 of additional marital funds had been added to the account via four separate deposits—a $17,421 deposit from the parties' liquidated stocks, a $2,532 deposit from the parties' joint checking account, a $34.73 deposit of accrued interest, and a $57.08 deposit of accrued interest. After those marital funds were deposited into the account, $4,130 was withdrawn from the account on October 4, 2023, for basement flooring. This left a total of $61,927.56 in the account.

{¶ 72} There is no way to determine whether the $4,310 withdrawal for basement flooring was taken from marital funds or the $30,000 of inheritance funds. However, even if we assume that it was taken from the inheritance funds, that would leave $25,870 in inheritance funds and $36,057.56 in marital funds in the account when $44,596.54 was withdrawn to make the Yorkshire downpayment.

{¶ 73} There is no way to determine from the bank statements how much of the Yorkshire downpayment came from the $36,057.56 of marital funds and how much of it came from the $25,870 of inheritance funds. The amount of marital funds and inheritance funds could have been split in any number of ways. However, because the $44,596.54 downpayment exceeds the amount of marital funds that were in the account, we find that the evidence established that at least $8,538.98 of the Yorkshire downpayment was traceable to Steven's inheritance funds. That is, if we assume that all of the $36,057.56 in marital funds in the account were used to make the Yorkshire downpayment, $8,538.98 of the inheritance funds were needed to cover the $44,596.54 withdrawal for the Yorkshire downpayment. Accordingly, the bank account evidence established that the trial court should have traced at least $8,538.98 of Steven's inheritance funds to the Yorkshire downpayment. Therefore, the trial court's finding that Steven did not satisfy his burden to trace any of the inheritance funds is not supported by competent, credible evidence and is against the manifest weight of the evidence.

{¶ 74} This determination affects the division of equity in the parties' real estate. The parties agreed that Steven would keep the Williamsburg property, in which the parties had $186,333 worth of equity, and that Heather would keep the Yorkshire property and the parties' Subaru vehicle, in which the parties had $39,000 and $18,000 worth of equity, respectively. Prior to any adjustment, Heather would retain $57,000 of equity in the assets allocated to her, and Steven would retain $186,333 of equity in the asset allocated to him,

{¶ 75} Because the trial court considered the equity in the two houses and the vehicle to be marital property and split the equity equally, the trial court ordered Steven to pay Heather $64,666.50 to offset the greater amount of equity that Steven would receive in keeping the Williamsburg property. That $64,666.50 payment represented Heather's

$93,166.50 half of the equity in the Williamsburg property, less Steven's $19,500 half of the equity in the Yorkshire property and his $9,000 half of the equity in the Subaru vehicle. However, given our analysis, the trial court's breakdown of equity was incorrect because $8,538.98 of the $39,000 of equity in the Yorkshire property was traceable as Steven's separate property. *See Brandon v. Brandon*, 2009-Ohio-3818, ¶ 23 (3d Dist.) (when the current equity in a home is less than the downpayment, the only equity in the home is the result of the downpayment). Therefore, only $30,461.02 of the Yorkshire equity derives from the marital portion of the parties' downpayment. Only that portion should be split equally between the parties, which is $15,230.51 per party. This means that Steven's total equity in the Yorkshire property is $23,769.49, i.e., $8,538.98 plus $15,230.51.

{¶ 76} Steven should have been ordered to pay Heather $60,397.01 to offset the greater amount of equity he received in the Williamsburg property. This amount represents Heather's $93,166.50 share of equity in the Williamsburg property, less Steven's $23,769.49 share of equity in the Yorkshire property and his $9,000 share of equity in the parties' Subaru.

3. The $20,000 Disbursement:

{¶ 77} Steven tangentially argues that the trial court incorrectly found that $20,000 of his inheritance funds, which he received on November 13, 2024, was placed into the parties' joint savings account. Steven testified that he received the $20,000 after he and Heather had separated and that he placed the $20,000 into a separate account. Tr. 71. The available bank statements establish that the $20,000 was not deposited in the parties' joint savings account on or after November 13, 2024.

{¶ 78} Upon review, we agree that the trial court's finding regarding the $20,000 is not supported by the evidence. However, the trial court's finding on that matter had no bearing on the tracing issue that Steven raised under his third assignment of error. The Williamsburg and Yorkshire downpayments were made well before Steven received the $20,000 in inheritance funds at issue. The trial court's finding on the $20,000 deposit did not factor into the trial court's division of the parties' real estate and vehicle. Additionally, the parties stipulated that their bank accounts had been divided to their mutual satisfaction. The trial court's finding regarding the $20,000 inheritance deposit was harmless error.

{¶ 79} Steven's third assignment of error is overruled in part and sustained in part.

Conclusion

{¶ 80} Because we have sustained Steven's first assignment of error, overruled his second assignment of error, and sustained in part and overruled in part his third assignment of error, the judgment of the trial court is affirmed in part and reversed in part, and the matter is remanded for further proceedings consistent with this opinion. The judgment is affirmed as it pertains to the trial court's order of custody and its division of the parties' equity in the Williamsburg property. The judgment is reversed as it pertains to the trial court's order of child support and its division of the parties' equity in the Yorkshire property. The matter shall be remanded to the trial court only for purposes of (1) to apply a 10% downward deviation to Steven's child support obligation and to consider whether an additional deviation is appropriate and (2) to reclassify the Yorkshire downpayment as being partially paid by $8,538.98 of Steven's separate inheritance funds and to amend the division of equity in the Yorkshire property as discussed in the opinion.

. . . .

EPLEY, J., and HUFFMAN, J., concur.