

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

ANTHONY T. HEAD

Appellant

v.

CHINEQUA N. TAYLOR HEAD

Appellee

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C.A. No. 30796

Trial Court Case No. 2020 DR 00889

(Appeal from Common Pleas Court-
Domestic Relations)

**FINAL JUDGMENT ENTRY &
OPINION**

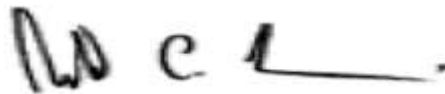
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Pursuant to the opinion of this court rendered on October 16, 2026, the judgment of the trial court is affirmed.

Costs to be paid as stated in App.R. 24.

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,



RONALD C. LEWIS, PRESIDING JUDGE

TUCKER, J., and EPLEY, J., concur.

OPINION
MONTGOMERY C.A. No. 30796

ANTHONY T. HEAD, Appellant, Pro Se
CHINEQUA N. TAYLOR HEAD, Appellee, Pro Se

LEWIS, P.J.

{¶ 1} Plaintiff-appellant Anthony T. Head (“Anthony”) appeals from a March 23, 2026 order of the Montgomery County Common Pleas Court, Domestic Relations Division, that found defendant-appellee Chinequa N. Taylor Head (“Chinequa”) in contempt of court. For the reasons that follow, the judgment of the trial court is affirmed.

I. Course of Proceedings

{¶ 2} On December 2, 2020, Anthony filed a complaint for divorce in the Montgomery County Common Pleas Court, Domestic Relations Division. On that same day, Anthony also filed a request for temporary orders restraining Chinequa from, among other things, encumbering property, incurring debt, and changing beneficiaries on any insurance policies. The trial court granted the request.

{¶ 3} Anthony and Chinequa were ultimately granted a divorce on May 30, 2023. Anthony appealed from the final judgment and divorce decree and raised six assignments of error. *Head v. Head*, 2024-Ohio-276 (2d Dist.). The first assignment of error challenged the trial court’s failure to require Chinequa to pay one-half of a 2019 federal income tax debt. This court sustained the first assignment of error and remanded the cause to the trial court. Specifically, this court ordered the trial court, upon remand, to “add the amount owed for the income tax debt and the municipal court judgment that Chinequa paid. The court must then divide the total amount as it deems equitable, credit each party with the amount paid toward his or her share of the total debt, and order reimbursement as needed.” *Id.* at ¶ 28.

The remaining assignments of error were overruled, and the trial court's May 30, 2023 judgment was otherwise affirmed. *Id.* at ¶ 90.

{¶ 4} On January 5, 2026, before a decision could be rendered on the 2019 federal income tax debt issue, Anthony filed a motion to hold Chinequa in contempt. Anthony's contempt motion alleged that Chinequa had failed to comply with the court's May 30, 2023 divorce decree to pay Anthony "all sums previously ordered." He also alleged that Chinequa had violated the December 2, 2020 temporary restraining order by "unilaterally placing the joint mortgage into forbearance; cancelling health insurance and misrepresenting and/or concealing material financial information from the Court and Plaintiff thereby impairing equitable asset division and child support calculations." In a supplemental memorandum filed the same day, Anthony clarified that Chinequa had failed to pay him \$3,470 for the equity in a 2011 Chevrolet Tahoe and \$6,250 for the reimbursement of a Navy Federal Credit Union account, both of which were ordered in the 2023 divorce decree. He further detailed how Chinequa had failed to comply with the December 2, 2020 temporary restraining order by: 1) removing Anthony from her health insurance in the fall of 2022; 2) encumbering the parties' property by placing the mortgage into forbearance, resulting in Anthony making a mortgage payment in September 2021, for which he sought reimbursement; 3) concealing income on her January 2021 financial disclosure affidavit; 4) failing to disclose vehicle information that should have been considered in property division and child support calculations; and 5) withholding other financial information, such as income tax returns.

{¶ 5} On January 22, 2026, a hearing was held to address both Anthony's contempt motion and this court's remand order. Both parties appeared pro se. On February 25, 2026, the trial court issued a decision and judgment and amended decree of divorce.

On March 23, 2026, the trial court issued a judgment finding Chinequa in contempt for failing to pay her share of the Navy Federal Credit Union debt and the equity in the Chevrolet Tahoe. The court found that the December 2, 2020 restraining order was a temporary order that had merged into the final divorce decree and had thereby terminated. Therefore, the trial court denied Anthony's contempt motion to the extent it raised alleged violations of the temporary restraining order.

{¶ 6} Anthony filed a timely notice of appeal from the March 23, 2026 judgment, and he raises three assignments of error. Chinequa did not file an appellate brief.

II. The Contempt Proceedings

{¶ 7} In his first two assignments of error, Anthony alleges the following:

The trial court violated Appellant's due process rights by terminating the evidentiary hearing and refusing to permit the presentation of evidence.

The trial court abused its discretion by dismissing contempt claims after preventing Appellant from completing the evidentiary hearing required by law.

{¶ 8} "Both the Fourteenth Amendment to the United States Constitution and Section 16, Article I of the Ohio Constitution guarantee due process of law, and thus guarantee 'a reasonable opportunity to be heard after a reasonable notice of such hearing.'" *Ohio Valley Radiology Assocs., Inc. v. Ohio Valley Hosp. Assn.*, 28 Ohio St.3d 118, 125 (1986), quoting *State ex rel. Allstate Ins. Co. v. Bowen*, 130 Ohio St. 347 (1936), paragraph five of the syllabus. Anthony had notice of the contempt hearing, was present at the hearing, and actively participated in the hearing. Accordingly, Anthony's due process rights were not violated. Nevertheless, Anthony argues that the trial court improperly limited his ability to present evidence at the hearing regarding his contempt claim that Chinequa had violated the December 2, 2020 temporary restraining order. We do not agree.

{¶ 9} At the January 22, 2026 hearing, Anthony was given the opportunity to explain the basis for his contempt motion. Relevant here, Anthony stated that Chinequa had violated the December 2, 2020 temporary restraining order “by putting a mortgage forbearance on the [Dorset] home. And then she canceled my health insurance during open enrollment of fall 2022.” Tr. 11. The trial court asked whether the forbearance and health insurance events occurred during the divorce proceedings, which Anthony confirmed. Tr. 12. The following exchange then occurred:

THE COURT: All right. Anything else you think I need to know as it relates to the motion for contempt?

[Anthony]: I think I would like to allege that there was a fraud put upon the Court by a—by the conscious withholding of financial information that would have made for an equitable distribution of assets, and child support calculations. Specifically, you never got her tax returns, and—

THE COURT: That would be a separate motion. That’s not a motion for contempt.

[Anthony]: Fair, no, sir.

Tr. 12-13.

{¶ 10} The trial court then gave Chinequa an opportunity to respond. Following Chinequa’s discussion with the trial court, it asked if Anthony had anything else to say. The following exchange ensued:

[Anthony]: No. I just have to speak to those issues. Regarding (inaudible) to the financial restraining order. In December of 2020, we were separated. When she filed her financial disclosure, she listed the mortgage payment as a debt. I was unaware of that. She actually submitted two

financial disclosures throughout the course of the divorce, which she listed the mortgage as one of her debts during that time. When I reached out to Navy Federal, because it was a Covid-19 forbearance, you only needed one person on the mortgage to apply for it. She, at that time, applied for the forbearance under the rule that she had a decrease in income for loss of employment, which was not true. As an educator, she's paid—

THE COURT: Again, we're not litigating that. As you're saying, she violated the restraining order—

[Anthony]: Yes.

THE COURT: —per the testimony, so I think I have everything that I need.

[Anthony]: Okay.

THE COURT: I'll issue a decision, and you'll get that in the mail.

[Anthony]: You need any of the documentation I have regarding the forbearance, or any of the balances paid—

THE COURT: We're fine. All right. Thank you.

[Anthony]: Thank you.

(Emphasis added.) Tr. 18-19.

{¶ 11} Anthony relies on the above excerpt from the hearing to contend that the trial court's statements reflected "a categorical refusal to hear evidence at all" and "a refusal to conduct a meaningful evidentiary hearing." Appellant's Brief, p. 8. We do not agree with Anthony that these excerpts reveal that the trial court *refused* to accept Anthony's exhibits when he attempted to admit them. Furthermore, error may not be predicated on a ruling that excludes evidence unless a substantial right of the party is affected and the substance

of the evidence was made known to the court by offer or was apparent from the context. Evid.R. 103(A)(2). Anthony made no objection or any effort to proffer the evidence he now contends was excluded. We thus find no due process violation or any error committed by the trial court. This conclusion is bolstered by the fact that the admission of Anthony's evidence would not have changed the outcome of the proceedings.

{¶ 12} “Contempt of court is defined as disobedience of an order of a court.” *Windham Bank v. Tomaszczyk*, 27 Ohio St.2d 55 (1971), paragraph one of the syllabus. “A prima facie case of civil contempt is made when the moving party proves both the existence of a court order and the nonmoving party’s noncompliance with the terms of that order.” *Jenkins v. Jenkins*, 2012-Ohio-4182, ¶ 12 (2d Dist.), quoting *Wolf v. Wolf*, 2010-Ohio-2762, ¶ 4 (1st Dist.). The movant must establish these conditions by clear and convincing evidence. *Abrams v. Abrams*, 2017-Ohio-4319, ¶ 20 (2d Dist.), citing *Jenkins* at ¶ 12. A reviewing court will not reverse a trial court’s ruling on a motion for civil contempt absent an abuse of discretion. *State ex rel. Cincinnati Enquirer v. Hunter*, 2013-Ohio-5614, ¶ 21, citing *State ex rel. Ventrone v. Birkel*, 65 Ohio St.2d 10, 11 (1981). “A trial court abuses its discretion when it acts in an unreasonable, arbitrary or unconscionable manner.” *State v. Finnerty*, 45 Ohio St.3d 104, 107 (1989).

{¶ 13} For the trial court to find that Chinequa was in contempt of court, the trial court was first required to find, by clear and convincing evidence, that a valid court order existed. When Anthony filed his January 5, 2026 contempt motion, the December 2, 2020 temporary restraining order was no longer in effect. “In a domestic relations action, interlocutory orders are merged within the final decree, and the right to enforce such interlocutory orders does not extend beyond the decree, unless they have been reduced to a separate judgment or they have been considered by the trial court and specifically referred to within the decree.”

Colom v. Colom, 58 Ohio St.2d 245 (1979), syllabus. Notably, the parties' May 30, 2023, divorce decree explicitly stated that "IT IS ORDERED that all restraining orders are hereby released" and that "all temporary orders issued herein are terminated." If Chinequa had failed to comply with the December 2, 2020 temporary restraining orders during the pendency of the divorce, Anthony could have and should have raised the issue prior to the May 30, 2023 divorce decree. But because the May 30, 2023 divorce decree disposed of all matters before the court, the December 2, 2020 temporary restraining orders merged into that order, rendering them and any violations thereof moot. *Row v. Row*, 2022-Ohio-2525, ¶ 54-55 (6th Dist.). Accordingly, the trial court could not find Chinequa in contempt for violating the December 2, 2020 temporary restraining order that was no longer valid. Any evidence that Anthony might have offered regarding Chinequa's alleged violations of the December 2, 2020 temporary restraining order would therefore have been irrelevant and inadmissible.

{¶ 14} Under these circumstances, we cannot conclude that the trial court abused its discretion in declining to admit Anthony's irrelevant evidence or in denying Anthony's contempt motion to the extent that it alleged violations of the December 2, 2020 temporary restraining order. Accordingly, Anthony's first two assignments of error are overruled.

III. The Parties' Amended Divorce Decree

{¶ 15} Anthony's third assignment of error states:

The trial court failed to comply with the appellate mandate and violated the law-of-the-case doctrine.

{¶ 16} In this assignment of error, Anthony challenges part of the trial court's February 25, 2026 amended divorce decree related to the 2019 federal income tax debt

allocation. But Anthony did not appeal from the February 25, 2026 amended divorce decree.

{¶ 17} The Ohio Rules of Appellate Procedure specify the means for perfecting an appeal of a final order. “An appeal of right from a trial court to a court of appeals may be taken only by filing a notice of appeal with the clerk of the trial court within the time allowed by Rule 4.” App.R. 3(A). The timeliness of an appeal is determined by reference to App.R. 4(A), which requires a party to file a notice of appeal within 30 days of the entry of the judgment or order appealed. In a civil case, if the clerk fails to complete service within the three-day period prescribed in Civ.R. 58(B), the 30-day period in which to file an appeal does not begin to run until the clerk actually completes service. App.R. 4(A)(3).

{¶ 18} The timely filing of a notice of appeal is the only jurisdictional requirement for perfecting a valid appeal. *Transamerica Ins. Co. v. Nolan*, 1995-Ohio-230, syllabus. Pursuant to App.R. 3(D), the notice of appeal shall designate the judgment, order, or part thereof appealed from. App.R. 3(A) requires the appellant to “attach to the notice of appeal a time-stamped copy of the judgment or order from which the appeal is taken.” “[A]n appellate court lacks jurisdiction to review a judgment or order that is not designated in the appellant’s notice of appeal.” *State v. Stevens*, 2015-Ohio-2971, ¶ 8 (2d Dist.), quoting *State v. Howard*, 2007-Ohio-3582, ¶ 10 (2d Dist.).

{¶ 19} On February 25, 2026, the trial court issued the amended divorce decree. A divorce decree is a final, appealable order. *Wilson v. Wilson*, 2007-Ohio-6056, ¶ 15. On March 23, 2026, the trial court issued an order finding Chinequa in civil contempt and including a conditional penalty that she spend three days in jail unless she paid Anthony \$1,000 toward the debts owed within 30 days to purge her contempt. A court order finding a party in contempt and imposing a sentence conditioned on the failure to purge is a final,

appealable order. *Docks Venture, L.L.C. v. Dashing Pac. Grp., Ltd.*, 2014-Ohio-4254, ¶ 23.

These two orders are clearly separate final orders.

{¶ 20} Anthony’s notice of appeal stated that he was appealing “the Decision and Judgment from the Montgomery County Court of Common Pleas, Division of Domestic Relations, entered by said trial court on March 23, 2026.” The notice of appeal did not mention the trial court’s February 25, 2026 judgment. Nor was a copy of the February 25, 2026 judgment attached to the notice of appeal.

{¶ 21} Given that Anthony did not file a notice of appeal from the trial court’s February 25, 2026 order, this court lacks jurisdiction to review that order. Anthony’s third assignment of error is overruled.

IV. Conclusion

{¶ 22} Having overruled all the assignments of error, we affirm the judgment of the trial court.

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TUCKER, J., and EPLEY, J., concur.