

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

DOMINIQUE E. VINZANT

Appellees

v.

DONELLE VINZANT, ET AL.

Appellant

:
: C.A. No. 30833
:
: Trial Court Case No. 2023 CV 04266
:
: (Civil Appeal from Common Pleas
: Court)
:
: **FINAL JUDGMENT ENTRY &
: OPINION**

.....

Pursuant to the opinion of this court rendered on October 16, 2026, the judgment of the trial court is reversed, and the matter is remanded for further proceedings consistent with the opinion.

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,



MICHAEL L. TUCKER, JUDGE

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

OPINION
MONTGOMERY C.A. No. 30833

JOSEPH C. LUCAS, Attorney for Appellant
ADAM R. WEBBER and MAXWELL B. NEWSOME, Attorneys for Appellee Dominique E. Vinzant

TUCKER, J.

{¶ 1} Derrick E. Vinzant appeals from the trial court’s judgment entry overruling his objections to a magistrate’s decision, adopting the decision with modifications, and awarding Dominique E. Vinzant damages and attorney fees related to breaches of a settlement agreement.

{¶ 2} Derrick contends the trial court erroneously awarded Dominique “holdover” damages based on its misinterpretation of the settlement agreement, which resolved a partition action that she had filed against Derrick and two other siblings.¹ Derrick also challenges the trial court’s award of damages based on a mechanic’s lien on the subject property. He claims that damages should not have been awarded because the lien was invalid as a matter of law. He also asserts that the trial court failed to conduct an independent review of the magistrate’s decision. He argues that the trial court mischaracterized his legal arguments as factual issues not subject to review without a transcript. Finally, he maintains that the trial court erred in awarding Dominique attorney fees without evidentiary support.

{¶ 3} We agree that the trial court erred as a matter of law in interpreting and applying the settlement agreement’s holdover language. The trial court also erred as a matter of law in determining damages related to the mechanic’s lien. Because these errors fundamentally

1. For clarity, we refer to the parties by their first names.

affected the trial court's attorney fee award and Dominique's damages, we reverse its judgment and remand the case for further proceedings.

I. Background

{¶ 4} In August 2023, Dominique filed a complaint for partition of real estate, naming her three siblings—Derrick, Donelle, and Douglas Vinzant—as defendants. The complaint alleged that the parties were co-owners of six parcels of real property. Dominique sought partition by sale and an accounting of all real estate income and expenses.

{¶ 5} The case proceeded to mediation on March 20, 2024. The trial court filed a March 21, 2024, order of conditional dismissal, noting that the case had been reported settled. The order stated that the parties had “entered into a settlement agreement negotiated during the mediation conference.” The trial court conditionally dismissed the action, without prejudice, subject to the parties filing a final dismissal entry within 30 days. The trial court noted that it retained jurisdiction to enforce the settlement.

{¶ 6} On April 19, 2024, Dominique moved to enforce the settlement agreement. Exhibits to her motion included (1) a summary of the agreed terms as set forth in a post-mediation email drafted by her attorney and (2) a written formal settlement agreement and release to be signed by all parties. Dominique asserted that one or more defendants had disputed the language of the proposed final agreement while one or more defendants had reneged on signing any agreement.

{¶ 7} Dominique sought enforcement of the settlement agreement and attorney fees and costs associated with enforcing it. She also noted that the agreement required the defendants to vacate one of the parcels, which was located at 834 Blanche Street, within 45 days of execution of written memorialization of the agreement. Dominique asked the trial court to begin the 45-day period on April 2, 2024, when her attorney sent the defendants the

proposed final settlement agreement and release for their signatures. She argued that the defendants should not be rewarded for refusing to sign.

{¶ 8} Dominique's motion proceeded to a hearing before a magistrate. The parties presented arguments from counsel, but no witnesses were called. The magistrate determined that the post-mediation email accurately reflected the terms of the parties' agreement. The magistrate found, however, that "release" language in the proposed final agreement and release was broader than the terms to which the parties had agreed during mediation. Specifically, the magistrate determined that the release language in the proposed agreement purported to release claims involving a separate dispute unrelated to the partition action. As a result, the magistrate recommended sustaining Dominique's motion in part and enforcing the proposed final settlement insofar as it was consistent with the post-mediation email. The magistrate recommended denying Dominique's motion insofar as she sought to enforce a general release to which the defendants had not agreed. The magistrate directed Dominique's counsel to draft an amended final settlement agreement and release and instructed the defendants to sign it within 14 days of their counsel's approval.

{¶ 9} The trial court subsequently struck Derrick's pro se objections to the magistrate's decision because he was represented by counsel. On September 27, 2024, the trial court adopted the magistrate's decision with modifications. The trial court agreed that the proposed final settlement and release was consistent with the mediated agreement except for the release language, which improperly purported to release claims unrelated to the partition action. The trial court provided specific language to be included in an amended final settlement agreement. It ordered Dominique's counsel to draft the amended agreement and to give it to the defendants within 21 days. The trial court further directed the defendants to sign and return it within 21 days of receipt. Finally, the trial court's ruling provided that

“[u]pon the execution of the amended Settlement Agreement and Mutual Release by all parties to that agreement, Defendants are ordered to comply with the terms of that agreement.”

{¶ 10} The parties complied with the trial court’s ruling by circulating and signing an amended final settlement agreement and release consistent with the terms ordered. On November 1, 2024, Dominique then moved for a hearing on several issues, including (1) a request for attorney fees and costs arising from the defendants’ initial refusal to comply with her proposed settlement agreement, (2) damages arising from the defendants’ alleged wrongful “holdover” occupancy of the Blanche Street property, (3) her discovery of liens on the Blanche Street property in contravention of the terms of the parties’ agreement, and (4) resolution of any other breaches of the agreement.

{¶ 11} The trial court referred the case to a magistrate to resolve two issues: (1) “[a]ny attorney fees and costs to which Plaintiff may be entitled due to any breach of the settlement agreement by one or more of the defendants” and (2) “[a]ny damages or other relief to which Plaintiff may be entitled due to any breach of the settlement agreement by one or more of the defendants.” The parties presented evidence during a March 10, 2025, hearing before the magistrate. Dominique’s evidence included testimony and exhibits regarding the time her counsel had spent enforcing the settlement agreement and the reasonableness of counsel’s fees. Dominique’s attorney also testified that the parties’ agreement obligated Derrick to vacate the Blanche Street property within 45 days of the agreement’s execution with a holdover penalty of \$100 per day. Counsel opined that Derrick had been required to vacate the property by May 4, 2024, which was 45 days after the March 20, 2024, mediation session, but that he had not done so until December 11, 2024. Dominique also presented

evidence of sales tax liens and a mechanic's lien on the Blanche Street property in violation of the settlement agreement's terms.

{¶ 12} The magistrate found Dominique entitled to attorney fees under the settlement agreement, which authorized awarding fees to the prevailing party in any litigation involving enforcement. The magistrate found “no question” that Dominique was the prevailing party “since the Court did, in fact, enforce the substantive terms of the Agreement, with only minor modification of the language regarding the release.” The magistrate also determined that Dominique had established the reasonableness of her attorney fees, which totaled \$9,490.

{¶ 13} As for damages related to breaches of the settlement agreement, the magistrate found Derrick obligated to pay holdover damages, reasoning:

Derrick was a party to this Agreement, and he would have been aware of the requirement to vacate the property within 45 days when he entered into it during mediation on March 20, 2024. The Magistrate, and later the Court, found that Derrick had validly agreed to the Agreement's substantive provisions during that mediation, and found that the parties had settled and the Agreement was enforceable, less some specific language in the release.

Therefore, the Magistrate determines that Derrick was required to vacate the Blanche property on or before forty-five days after the Agreement's execution on March 20, 2024, by May 4, 2024. Derrick did not do so; he did not return the key to [Dominique's counsel] until December 11, 2024. This date was 220 days after he was required to vacate the property. Therefore, due to Derrick's breach of the Agreement's terms, Dominique is entitled to collect \$100 per day as rent, which amounts to \$22,100 in damages.

{¶ 14} Finally, the magistrate noted Dominique’s discovery of liens after taking ownership of the Blanche Street property and attempting to sell it. The magistrate found Derrick responsible for certain sales tax liens that identified him as the debtor and for a mechanic’s lien arising from work that he had contracted to have performed. The magistrate determined that Dominique had sustained \$21,435.53 in damages from the liens.

{¶ 15} Derrick filed objections to the magistrate’s decision, but he did not submit a transcript. He argued that establishing the reasonableness of attorney fees required evidence from a “disinterested third-party attorney,” not Dominique’s own counsel. He also argued that the terms of the settlement agreement did not support an award of significant holdover damages. Derrick asserted that he had been required to vacate the Blanche Street property within 45 days of execution of a written settlement agreement, not 45 days after the mediation session. He also cited the trial court’s September 27, 2024, order referenced above, which directed all defendants to comply with the terms of the settlement “[u]pon the execution of the amended Settlement Agreement and Mutual Release by all parties to that agreement.” Regarding the sales tax liens, Derrick presented exhibits showing that two such liens had been paid and no longer existed. Finally, he argued that the mechanic’s lien was invalid as a matter of law because the contractor had not filed it within 60 days of the last day of work as required by R.C. 1311.06. Dominique also objected to the magistrate’s decision. She asked the trial court to hold the three defendants jointly and severally liable for the award of attorney fees and holdover damages rather than just Derrick.

{¶ 16} The trial court resolved the parties’ objections in a March 17, 2026, entry. Without the benefit of a hearing transcript, the trial court deferred to the magistrate’s findings of fact and restricted its review to the legal conclusions drawn from those facts. The trial court rejected Derrick’s argument that Dominique’s attorney could not establish the

reasonableness of his own fees. Regarding holdover damages, the trial court reasoned that Derrick's objection raised factual issues about the date on which he began holding over in violation of the settlement agreement and the resulting damages to which Dominique was entitled. Without a transcript, the trial court stated that it would not disturb the magistrate's factual findings on these issues. The trial court then reasoned:

Moreover, the Court disagrees with Derrick's argument that the Magistrate's findings as to holdover damages conflict with the Court's September 27, 2024, entry. In that entry, the Court made no findings as to any of the following: (1) whether Defendants had already breached the Settlement Agreement; (2) the date upon which any of the Defendants first breached the agreement; or (3) the damages to which Dominique was entitled because of such a breach. The Court also made no order that prevented Derrick from immediately complying with the terms of the Settlement Agreement. Simply put, the Court did not excuse Derrick's breach of the agreement prior to September 27, 2024, and the Court did not compel Derrick to continue breaching the agreement after that date.

Absent a transcript, the Court is not permitted to disturb [the magistrate's] factual findings regarding either of the following: Derrick's breach of the settlement agreement's holdover provision; or the damages to which Dominique is entitled based on that breach.

{¶ 17} As for lien-related damages, the trial court found no error of law in awarding Dominique damages for the three liens referenced in Derrick's objections. The trial court held that the mechanic's lien was invalid on its face because the contractor had not filed it within 60 days of the last work performed. Nevertheless, the trial court found that the

magistrate did not commit an error of law in awarding Dominique damages of \$14,000 based on the lien. It determined that “the parties to the Settlement Agreement intended the word ‘lien’ to encompass an invalid lien.” The trial court also reasoned that Dominique’s damages involved a question of fact that could not be reviewed without a transcript. Even assuming arguendo that it could review the issue, the trial court reasoned that Dominique had been damaged because the invalid lien created a cloud on the title.

{¶ 18} Regarding the sales tax liens, the trial court reasoned that it was not required to consider Derrick’s evidence that two such liens had been satisfied. It noted that the “release and satisfaction” exhibits attached to Derrick’s objections were dated August 4, 2025, and that the magistrate’s decision had not been filed until August 25, 2025. Therefore, the trial court found that Derrick had not shown an inability, with reasonable diligence, to have produced those exhibits for the magistrate’s consideration. Even if it were to consider Derrick’s exhibits, the trial court concluded that they were not proper evidence because they had not been authenticated and contained inadmissible hearsay.

{¶ 19} Finally, as for Dominique’s objection, the trial court found defendants Derrick, Donelle, and Douglas Vinzant jointly and severally liable for holdover damages of \$22,100. The trial court also found the three defendants jointly and severally liable for Dominique’s attorney fees through December 11, 2024, the date the holdover ended. The trial court reasoned that Donell and Douglas no longer were in breach of the settlement agreement after that date. Therefore, the trial court found Derrick solely liable for Dominique’s attorney fees after December 11, 2024.

{¶ 20} The trial court filed a final judgment entry that provided as follows:

1. The Court grants Plaintiff Dominique E. Vinzant judgment against Defendants Derrick E. Vinzant, Donelle Vinzant, and Douglas E. Vinzant, Jr.,

jointly and severally, in the amount of \$28,190.00. That judgment consists of \$22,100.00 in holdover damages, under paragraph 4 of the Settlement Agreement, plus \$6,090.00 in attorney fees.

2. The Court grants Dominique an additional judgment, solely against Derrick, in the amount of \$24,435.53 in damages for breach of the warranty provision at paragraph 4 of the Settlement Agreement, plus \$3,400.00 in attorney fees.

3. The Court awards Dominique post-judgment interest against Derrick, Donnell, and Douglas, Jr., at the statutory rate.

4. The costs of this matter shall be assessed to Defendants.

{¶ 21} Derrick has appealed from the trial court's judgment, advancing five assignments of error. Dominique urges us to disregard Derrick's assignments of error based off his appellate brief's omission of references to the record, as required by App.R. 16 (A) and (D). We note, however, that our review is limited to the parties' filings and the trial court's journal entries below. Because the trial court resolved objections to the magistrate's decision without a transcript, we may not consider the transcript of proceedings before the magistrate that has been filed on appeal. *Christoff v. Am. Airlines, Inc.*, 2024-Ohio-4810, ¶ 12 (2d Dist.). Although Derrick's appellate brief lacks citations to specific page numbers, he has referenced the filing dates of the various motions, decisions, and orders at issue, making it easy for us to review the key documents. Under these circumstances, and considering the relatively small size of the record, we address Derrick's assignments of error despite his lack of full compliance with App.R. 16.

II. Analysis

{¶ 22} The first assignment of error states:

The trial court erred as a matter of law in misinterpreting the settlement agreement.

{¶ 23} Derrick contends the final settlement agreement unambiguously obligated him to vacate the Blanche Street property within 45 days after its “execution.” He claims execution occurred when the last defendant signed the agreement. Derrick was the last of the three defendants to sign, doing so on October 25, 2024. Therefore, he reasons that the 45-day period to vacate expired on December 9, 2024. He admits not vacating the property until December 11, 2024, entitling Dominique to holdover damages of \$200. He argues that the magistrate erred in finding that the parties executed the agreement on March 20, 2024, the day of the mediation, entitling Dominique to holdover damages of \$22,100. He also contends the trial court erred in finding that the lack of a transcript precluded it from reviewing the magistrate’s “factual findings” regarding the holdover provision and Dominique’s resulting damages.

{¶ 24} In response, Dominique claims the settlement agreement’s execution date and the amount of her holdover damages were factual issues that the trial court could not disturb without a transcript. She also argues that the term “execution” is not limited to signing a document. Citing *Black’s Law Dictionary*, she asserts that it means “the act of carrying out or putting into effect.” She reasons that the parties carried out or put the agreement into effect on March 20, 2024, when they orally agreed to its terms during the mediation. Dominique also claims Derrick failed to object to the magistrate’s finding that the parties had reached an enforceable agreement during the mediation. Finally, she maintains that he had

no legitimate grounds for refusing to sign the initial written memorialization of the settlement agreement drafted by her attorney.

{¶ 25} Having reviewed the record, we conclude that the magistrate erred as a matter of law in finding that the parties “executed” their settlement agreement on March 20, 2024, and in awarding Dominique holdover damages of \$22,100. The trial court then erred in finding that it could not review these issues without a transcript.

{¶ 26} “[A] settlement agreement is a contract designed to terminate a claim by preventing or ending litigation.” *Continental W. Condo. Unit Owners Assn. v. Howard E. Ferguson, Inc.*, 74 Ohio St. 3d 501, 502 (1996). As a result, settlement agreements are governed by ordinary principles of contract law. *Kilroy v. Peters*, 2013-Ohio-3384, ¶ 37 (2d Dist.). When interpreting a contract, “[w]e seek primarily to give effect to the intent of the parties, and we presume that the intent of the parties is reflected in the plain language of the contract.” *Beverage Holdings, L.L.C. v. 5701 Lombardo, L.L.C.*, 2019-Ohio-4716, ¶ 13, citing *Westfield Ins. Co. v. Galatis*, 2003-Ohio-5849, ¶ 11. “If a contract’s terms are clear and unambiguous, no issue of fact remains, and the contract must be interpreted as a matter of law.” *Am. Fam. Mut. Ins. Co. v. Scott*, 2008-Ohio-1865, ¶ 10 (2d Dist.).

{¶ 27} Here the parties summarized their mediated oral agreement in a March 21, 2024, email drafted by Dominique’s counsel. As set forth in the email, their oral agreement required all defendants to vacate the Blanche Street property “within 45 days of the parties’ signature on the final settlement documents.” Dominique followed up the email with an initial proposed written agreement containing similar language. It stated: “Defendants (and any other occupant(s), tenant(s), or invitee(s) there with Defendants’ permission) agree to vacate the Blanche Property on or before forty-five (45) days after the execution of this Agreement.” Paragraph 14 of the proposed agreement precluded any confusion about the meaning of

“execution.” It stated: “As the simultaneous execution of the same copy of this Agreement by all of the Parties is impractical, this Agreement may be executed in counterparts. Various Parties may sign different copies of this Agreement[,] and this Agreement shall become fully effective when the last Party affixes his or her signature to any copy of this Agreement even if other parties have not signed the same copy.” This language made clear that “execution” required signatures just as the initial emailed summary had stated.

{¶ 28} After the defendants refused to sign Dominique’s initial proposed written agreement, she moved to enforce it. The magistrate sustained her motion in part and overruled it in part. The magistrate found that the proposed “settlement” language addressing Dominique’s partition action was consistent with the parties’ mediated agreement but that the “release” language was too broad. While finding that the parties had reached a “binding settlement agreement at mediation,” the magistrate concluded that Dominique’s proposed agreement did “not reflect the agreement of the parties as it relate[d] to general releases.” The trial court later agreed that the parties had reached a binding settlement agreement at mediation. However, it also agreed that the release language in Dominique’s written proposal was too broad. The trial court supplied the parties with its own narrower language and instructed them to sign an amended written agreement to be prepared by Dominique’s counsel. The trial court also ordered the defendants to comply with the terms of the amended agreement upon its execution. The resulting final written agreement contained language obligating the defendants to vacate the Blanche Street property within 45 days after the agreement’s execution. It also contained language allowing the parties to execute the agreement by signing different copies at different times.

{¶ 29} As a matter of law, we conclude that the parties intended their settlement agreement to be effective upon “execution” and that they intended “execution” to be

accomplished by signing a written agreement. This conclusion is evidenced by clear and unambiguous language in the post-mediation email sent by Dominique's counsel, the language of her initial proposed written agreement, and the terms of the final written agreement signed by the parties.

{¶ 30} Having found that the parties intended for “execution” to occur upon the signing of a written agreement, we need no transcript of the proceedings before the magistrate to determine when that occurred. The record contains written final settlement agreements signed by each of the defendants. The last signature was affixed by Derrick on October 25, 2024. Therefore, the parties’ agreement became effective on that date as a matter of law.

{¶ 31} Under the terms of the agreement, the defendants had 45 days after the date of execution, or until December 9, 2024, to vacate the Blanche Street property. Derrick did not vacate until December 11, 2024. Therefore, Dominique was entitled to holdover damages of \$100 per day for two days. Even if we accept that the magistrate’s findings about Derrick holding over and Dominique’s resulting damages involved issues of fact, the magistrate’s decision cannot stand because it was predicated on an error of law—namely how and when “execution” occurred, thereby triggering the 45-day vacation period.

{¶ 32} In opposition to our conclusion, Dominique claims that Derrick failed to object to the magistrate’s finding that the parties had reached “a binding settlement agreement at mediation.” The trial court later made the same finding when adopting the magistrate’s decision. But Derrick’s appellate argument about execution of the written agreement and holdover damages does not challenge the magistrate’s or the trial court’s finding about a “binding” agreement being reached during mediation. No one disputes that the mediation produced a binding agreement. Otherwise, there would have been nothing to put in writing and enforce. The terms of the binding mediated agreement obligated the parties to

“execute,” or sign, a subsequent written agreement. Derrick’s argument on appeal concerns how and when that occurred. To pursue that argument, he did not need to object to the magistrate’s undisputed finding that the parties had reached a “binding” oral agreement during mediation.

{¶ 33} Finally, Dominique contends Derrick had no legitimate justification for refusing to sign her initial proposed written settlement agreement. She reasons that he should not be rewarded by avoiding holdover damages based on an unwarranted refusal to sign the initial proposed agreement that she moved to enforce. This argument lacks merit. The magistrate found that the initial agreement drafted by Dominique’s counsel was inconsistent with the terms to which the parties had agreed during mediation. The trial court concurred, finding that Dominique’s proposed “release” language was too broad because it released claims related to litigation other than the partition action. It follows that the defendants had no obligation to sign Dominique’s initial proposed agreement. Although both the magistrate and the trial court declared her initial proposal enforceable “in part,” there was no way for the defendants to execute “part” of the single document provided to them by Dominique. Nor were they required to do so. Given that Dominique’s written proposal deviated from the terms agreed upon during mediation, the defendants justifiably refused to sign it. Once they were presented with an amended final settlement agreement accurately reflecting the agreed terms, the defendants promptly executed it.

{¶ 34} For the foregoing reasons, the trial court erred in awarding Dominique holdover damages of \$22,100. Dominique is entitled to holdover damages of \$100 per day for two days based on Derrick’s not vacating the Blanche Street property until December 11, 2024, when he was obligated to move out by December 9, 2024. Accordingly, the first assignment of error is sustained.

{¶ 35} Derrick's second and third assignments of error address the disputed mechanic's lien. They state:

The trial court erred when it awarded damages based on an invalid mechanic's lien.

The trial court erred when it improperly rewrote the contract.

{¶ 36} Derrick contends the trial court erred in interpreting the settlement agreement's reference to a "lien" to include a lien that was invalid as a matter of law. He asserts that nothing in the agreement evidenced an intent to include unenforceable, legally non-existent claims. He argues that the trial court erred in awarding Dominique damages based on the invalid lien. He reasons that such a lien creates no enforceable interest and imposes no legal obligation on the property owner. He further claims the record is devoid of evidence that Dominique has paid, or ever will pay, the lien. He argues that any potential impairment to marketability due to the invalid lien is too speculative to support damages.

{¶ 37} In response, Dominique contends that Derrick cannot challenge her \$14,000 damages award predicated on the mechanic's lien because it involved a finding of fact. She also claims the trial court properly interpreted the settlement agreement when finding that the parties intended a "lien" to include a facially invalid lien. She notes that the agreement identified various conditions that might impair marketability, including the existence of a lien. Because a legally invalid lien might impair marketability, Dominique reasons that the parties' agreement covered it.

{¶ 38} The relevant portion of the settlement agreement is paragraph four, which states in part: "Defendants warrant that there are no known liens or mortgages on the Blanche Property (other than unpaid real estate taxes), and there are no known conditions that would prevent the property from being a habitable residence or inhibit their passing

good title.” The trial court correctly noted that the defendants had represented having no knowledge of four things: (1) liens, (2) mortgages, (3) conditions preventing the property from being habitable, and (4) conditions inhibiting their passing of good title. The trial court found a commonality, observing that each of these things “would negatively affect the marketability of the Blanche Property.” Therefore, it reasoned that the parties “intended the word ‘lien’ to encompass an invalid lien.”

{¶ 39} We conclude that the trial court correctly found a breach of paragraph four of the settlement agreement, albeit for the wrong reason. “A lien is an encumbrance on the title of real property.” *American Tax Funding, LLC v. Robertson Sandusky Properties*, 2014-Ohio-5831, ¶ 45 (7th Dist.). An untimely mechanic’s lien creates the *appearance* of an encumbrance where no encumbrance exists. *Walker v. Lawson*, 2021-Ohio-1218, ¶ 23 (2d Dist.). Strictly speaking, then, an unenforceable, invalid lien is not a true lien.

{¶ 40} Although the invalid mechanic’s lien at issue did not qualify as a legally recognized encumbrance, the defendants also warranted in paragraph four that there were no known conditions inhibiting the passing of good title. Even an invalid lien constitutes a “cloud” on the title to real estate because it casts some doubt on the owner’s possession of an unencumbered title and tends to impair the full and free exercise of ownership. *Id.* at ¶ 21-23. Therefore, the invalid mechanic’s lien qualified as something that inhibited the passing of good title in violation of paragraph four. This analysis is consistent with the plain language of the settlement agreement. There is no basis or reason to infer that the parties intended an unenforceable, invalid lien to qualify as a “lien” in paragraph four. Although each of the four items the defendants warranted might negatively affect marketability, the invalid mechanic’s lien constituted a condition inhibiting the passing of good title rather than an

actual lien. The trial court's determination that an invalid lien qualified as a "lien" under paragraph four is unsupported by the language of the parties' agreement.

{¶ 41} At first blush, the trial court's finding of a lien on the subject property might appear to be harmless error because the existence of either a lien or a condition inhibiting the passing of good title would breach paragraph four. But the two violations plainly differ as to damages. The magistrate found Dominique entitled to damages of \$14,000 based on the mechanic's lien, citing her counsel's representation that she would need to satisfy the lien to sell the property. Despite later finding the mechanic's lien invalid, the trial court upheld the \$14,000 award, reasoning (1) that the term "lien" encompassed an invalid lien and (2) that Dominique's damages attributable to the invalid lien involved a question of fact not subject to review without a transcript.

{¶ 42} The trial court's first rationale for upholding the \$14,000 damages award is untenable. Even if the parties had intended for an invalid lien to be a "lien" under paragraph four, Dominique logically could not recover damages predicated on a non-existent obligation to satisfy it. The trial court's second rationale, that the \$14,000 award cannot be reviewed, is equally unpersuasive. Once again, the trial court found the mechanic's lien invalid, meaning that it need not be satisfied as a matter of law. No hearing transcript is required to reach that conclusion. Because the invalid lien merely created a cloud on Dominique's title, her damages can be no more than the cost to remove the invalid lien, through a quiet-title action if necessary, the diminution in value of the property due to impaired marketability, or possibly some other measure.

{¶ 43} Having determined that the trial court erred in interpreting the settlement agreement's reference to a "lien" to include a facially invalid lien and in applying an

erroneous measure of damages as a matter of law, we sustain Derrick's second and third assignments of error.

{¶ 44} The fourth assignment of error states:

The trial court erred when it failed to conduct an independent review under Civ.R. 53.

{¶ 45} Derrick contends the trial court improperly deferred to the magistrate's decision without conducting an independent review. He claims it did so by mischaracterizing questions of law as factual issues and citing the absence of a transcript.

{¶ 46} We conclude that the trial court satisfied its obligation to conduct an independent review. It recognized that de novo review generally applied under Civ.R. 53 and that it was required to examine issues independently. The trial court also recognized, however, that the absence of a transcript obligated it to accept the magistrate's factual findings and limited its review to the magistrate's legal conclusions. *In re Estate of Lucas*, 2009-Ohio-6392, ¶ 32 (2d Dist.).

{¶ 47} As for Derrick's complaint about the trial court mischaracterizing legal issues as factual ones, our own review cures any potential prejudice. An appellate court typically reviews a trial court's ruling on objections to a magistrate's decision for an abuse of discretion. *Shah v. Smith*, 2009-Ohio-743, ¶ 7 (1st Dist.). However, when an issue on appeal involves a question of law, such as contract interpretation, we apply de novo review. *Id.* Because we review legal questions de novo review, a trial court's erroneous treatment of legal issues as factual ones provides no basis for reversal. Our de novo review of legal issues precludes a finding of prejudicial error. The fourth assignment of error is overruled.

{¶ 48} The fifth assignment of error states:

The trial court erred when it abused its discretion in awarding attorney's fees.

{¶ 49} Derrick contends the trial court erroneously based its award of attorney fees “primarily on testimony from Appellee’s counsel and internal billing records, without meaningful analysis of the reasonableness of the hours or rates.” He argues that the award constitutes an abuse of discretion.

{¶ 50} We note that Derrick’s specific objection below to the magistrate’s fee award involved Dominique’s reliance on invoices and testimony from her own attorney. He argued that her fee request required supporting testimony from a “disinterested third party.” The trial court correctly rejected this argument. “Testimony of the attorney seeking recovery of fees that the case involved complex issues, that the fees were within a reasonable range for that type of case, and that the client never questioned billing statements sent to the client constitutes sufficient evidence to establish the reasonableness of the charged fees, thereby negating the need for independent expert testimony.” *Green & Green v. Trimbach*, 2018-Ohio-194, ¶ 14 (2d Dist.). Without a transcript of the evidence, we cannot go beyond resolving the legal question whether an attorney can testify as to the reasonableness of his or her own fees. As a result, Derrick’s fifth assignment of error is overruled.

III. Conclusion

{¶ 51} Although we have overruled Derrick’s assignment of error addressing attorney fees, we recognize that our sustaining of his first three assignments of error fundamentally affects both the trial court’s attorney fee award and Dominique’s damages. The trial court found Dominique entitled to substantial attorney fees in connection with Derrick’s holdover

status, breaches of the settlement agreement, and her motion to enforce the agreement following the defendants' refusal to sign her deficient initial proposal.

{¶ 52} In our analysis above, we concluded that neither Derrick nor the other defendants had an obligation to execute the initial proposed agreement drafted and presented to them by Dominique's attorney. Therefore, her motion to enforce the initial written proposal should not have been sustained in part and overruled in part. Rather, the motion should have been overruled entirely. Because her draft deviated from the terms upon which the parties had agreed during mediation, the defendants had no obligation to sign it. As noted above, Derrick's holdover period also was only two days. These facts necessarily call into question whether, or to what extent, Dominique was the "prevailing party" on her motion to enforce her initial proposed settlement agreement. The parties' agreement entitled the "prevailing party" to attorney fees and costs in the event of litigation involving its enforcement. On remand, the trial court is directed to reexamine this issue and its award of attorney fees considering our analysis herein.

{¶ 53} As for damages, Dominique is entitled to holdover damages of \$200. Regarding damages for the invalid mechanic's lien, which created a cloud on Dominique's title, the measure of damages is not the cost to satisfy the lien. On remand, the trial court must reexamine this issue as well. Finally, we will not disturb the trial court's award of damages for sales tax liens because Derrick has not raised that issue on appeal.

{¶ 54} The trial court's judgment is reversed, and the case is remanded for further proceedings consistent with this opinion to reassess Dominique's damages and her entitlement to attorney fees.

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