

IN THE OHIO COURT OF APPEALS
FIFTH APPELLATE DISTRICT
RICHLAND COUNTY, OHIO

LEO R. SWANK

Plaintiff-Appellee

LYNETTE M. SWANK,
N/K/A REDDAWAY

Defendant-Appellant

Case No. 2025-CA-0107

Opinion And Judgment Entry

Appeal from the Richland County Court of
Common Pleas, Domestic Relations
Division, Case No. 2013-DIV-0696

Judgment: Affirmed

Date of Judgment Entry: October 19, 2026

BEFORE: Craig R. Baldwin, Kevin W. Popham, and David M. Gormley, Judges

APPEARANCES: Kathryn M. Eyster, for Plaintiff-Appellee; Jacqueline Baumann, for
Defendant-Appellant

OPINION

Popham, J.,

{¶1} Mother, Lynette Swank, nka Reddaway, (“Mother”) appeals the judgment of the Richland County Court of Common Pleas, Domestic Relations Division, overruling her objections to the magistrate’s decision. Appellee is Father Leo Swank (“Father”). For the reasons below, we affirm.

Facts & Procedural History

{¶2} Mother and Father share one child, K.S., who was born on April 4, 2007. Father filed for divorce in 2013. In March 2015, the trial court issued a final decree of divorce, incorporating a shared parenting plan. In the years that followed, the parties engaged in

continued litigation, filing multiple motions, including motions to modify the shared parenting plan. On January 13, 2021, the trial court adopted the parties' Second Amended Shared Parenting Plan, which is the plan at issue in this case.

{¶3} On December 7, 2023, Mother filed a motion to modify child support, arguing that, because Father was not exercising his parenting time, he should not receive a child support obligation deviation of 10 percent for parenting time that equaled or exceeded 90 overnights per year. Mother also argued that her ability to earn income had decreased.

{¶4} On December 7, 2023, Mother also filed a motion for contempt. She alleged that, as of November 30, 2023, Father failed to reimburse her \$7,878.01 for shared expenses. Mother attached a printout from an application called "Splitwise," in which she detailed expenses that she alleged were to be shared between the parties. Mother argued Father should be held in contempt because he failed to reimburse her for financial costs associated with caring for K.S. during Father's parenting time, transportation and travel expenses, and special expenditures.

{¶5} On August 26, 2024, Father filed a motion to modify shared parenting.

{¶6} On October 4, 2024, and February 7, 2025, the magistrate held hearings concerning Mother's motion to modify child support, Mother's motion for contempt, and Father's motion to modify shared parenting. The following testimony was adduced at those hearings.

{¶7} Father is a firefighter/paramedic for Washington Township in Dublin, Ohio, and also works some part-time shifts in Belleville. He is also in the Air Force Reserve. His last appointment with the Air Force Reserve was from June 2022 through January 12, 2023.

Father testified that, according to his 2023 individual tax return, admitted as Exhibit A, his income for 2023 was \$96,032. Father stated that he earned roughly the same amount in 2024.

{¶8} Father testified that K.S. participated in competitive gymnastics before January 2021 and agreed that she needs to attend competitions to advance to the next gymnastics level. However, he believes there are choices concerning where she could travel in order to advance. Father believes it is reasonable to travel within a certain distance, such as within Ohio or neighboring states.

{¶9} Father testified about how Mother notified him of, or requested reimbursement for, expenses. Father testified that Mother uses an online application called “Splitwise,” in which she notes the amount requested and provides a brief description of the expense. Father confirmed that Mother requested that he pay the Splitwise “bill” she sent him before filing the motion for contempt. Father also stated the Exhibit P-1, which was attached to Mother’s motion for contempt, was the Splitwise statement she sent him before filing the motion and was an accurate reflection of the Splitwise document she filed with her contempt motion. He stated that the payments he made to Mother were reflected in the Splitwise itemization in Exhibit P-1. However, the payments did not specifically identify the category or items to which the payments were to be applied.

{¶10} Father testified that Mother sent him a message on December 6, 2022, requesting that he “catch up” on the Splitwise balance. Father responded that he would do so “after the first of the year.” When asked by counsel whether he actually “caught up,” Father testified that he did. Mother messaged Father again on June 25, 2023, asking him to “bring the Splitwise balance current” by July 7, 2023, to avoid a contempt filing.

{¶11} Father stated that he pays half of K.S.'s gymnastics tuition each month. Father stated that he can tell from the descriptions on Splitwise which competitions are out of state, and he did not pay those expenses. Father testified that he would not attend overnight competitions if he were exercising his parenting time. He once agreed to take K.S. to a competition in Myrtle Beach because he intended to stay there for vacation. Ultimately, however, he did not attend the competition.

{¶12} Father has not seen K.S. since August 2023 and has not attempted to exercise his parenting time since then. He agrees that he should not receive the 10 percent child support deviation for having K.S. more than 90 overnights per year.

{¶13} Mother is a flight nurse for MedFlight of Ohio. She has worked on a "PRN," meaning "as needed," basis since 2022. Mother stated that she previously worked full-time but was laid off when she was pregnant and ill. Mother testified that she earned \$23,178.50 in 2022 and asked for that amount to be used as her income for child support purposes. Mother has three children other than K.S.

{¶14} Mother stated that she does not work full-time because she has a non-curable condition called Postural Orthostatic Tachycardia Syndrome ("POTS"), which affects her nervous system. Mother testified that the condition comes and goes depending on stress and illness. Mother testified that her flares can last a day or two or, during pregnancy, can last for the entire pregnancy. Mother took a PRN position because it allows her to choose which shifts she works. She works a combination of shifts depending on heat and weather and usually waits until the last minute to schedule shifts, which gives her greater flexibility to determine how she is feeling. Mother testified that she is not capable of earning \$77,000 per

year (which was the approximate amount used by the court in January 2021 to establish Father's child support obligation).

{¶15} In addition to her own health issues, Mother testified that the health issues of her other children also affect her ability to work. One of her children has Down syndrome, required heart surgery, and has multiple therapy appointments each week.

{¶16} Mother testified that K.S. began gymnastics at 18 months old and is now a Level 10 gymnast. Mother stated that, at this level, gymnasts are expected to travel to out-of-state competitions in order to advance. For local gymnastics competitions, Mother and K.S. do not stay overnight unless the competition is very early in the morning or late at night. The competitions for which Mother sought reimbursement from Father were those occurring during his parenting time. Mother stated that Father previously paid for travel and mileage until January 2023. Mother believes he stopped paying because that was when he remarried.

{¶17} Mother testified that she believes the Second Amended Shared Parenting Plan requires Father to pay these expenses. She maintains that the "spirit" of the parenting plan is that the parent responsible for K.S. during a particular period is responsible for her transportation. Mother admitted that, when the Second Amended Shared Parenting Plan was adopted, she and Father were not speaking to each other and all communication between them went through their attorneys.

{¶18} Mother confirmed that Exhibit P-1 is the Splitwise account sheet she submitted to Father and attached to her motion for contempt. It includes expenses for transportation (for gymnastics competitions), physical therapy, life insurance, cell phone service, and booster club fees. Mother testified that Exhibit Q was a spreadsheet version of the expenses, but that it extended through July 11, 2024, which was after she filed her motion for contempt. Mother

testified extensively about the entries contained in Exhibit P-1 and her requests for reimbursement. She explained that the hotel amounts represented the total cost of the hotels, the flight ticket amounts represented only K.S.'s tickets, the rental car amounts represented the total cost of the rental cars, and the mileage was calculated using the IRS mileage rate applicable for each year.

{¶19} Christopher Reddaway, Mother's current husband, testified that Mother works part-time because of her health condition and because they have young children who require significant care. Christopher does not believe Mother can work a full-time job.

{¶20} On June 13, 2025, the magistrate issued a decision on the pending motions. As to Mother's motion for contempt, the magistrate found that Mother never amended her contempt motion to include any monies allegedly owed after the filing of the motion, which contained the itemization of expenses reflected in Exhibit P-1. Accordingly, the magistrate limited his consideration of the contempt motion to the expenses contained in Exhibit P-1.

{¶21} Rejecting Mother's contention, the magistrate found that the Second Amended Shared Parenting Plan Section (j) did not require Father to share the costs of hotels, flights, car rentals, or mileage for K.S.'s gymnastics competitions – reasoning that such expenses are not covered under Section (j) entitled "Special Expenditures." Instead, the magistrate found these expenses were governed by Section (i) and a clause in the section entitled "Activities of the Child."

{¶22} As to Mother's remaining reimbursement requests, the magistrate found that Father was required to pay some of the expenses, including physical therapy, leotards, camp fees, car insurance, a parking pass, school fees, and booster club fees. The magistrate concluded that Father owed Mother a total of \$3,943.40. The magistrate also concluded that

the testimony and the Splitwise statement, Exhibit P-1, demonstrated that Father made thirteen payments to Mother, totaling \$4,036.45. The magistrate, therefore, determined that Father overpaid Mother \$93.05 for the period during which Mother alleged he was in contempt for failure to pay.

{¶23} The magistrate next addressed Mother's motion to modify child support. The magistrate noted that Mother requested that Father's income be set at \$96,032 and her income at \$23,178.50. The magistrate agreed that Father's income should be set at \$96,032 but found that Mother was voluntarily underemployed. The magistrate noted that Mother provided no medical evidence substantiating that she is physically unable to work and that the evidence she presented established that her physical illnesses have not prevented her from traveling with her family throughout the country to attend numerous gymnastics competitions. The magistrate further found Mother's testimony concerning her illness to be self-serving. The magistrate also considered Mother's testimony regarding her responsibilities to her other children but found that, although Mother testified about "difficulties," those "difficulties" were not "impossibilities." The magistrate declined to impute only part-time income to Mother for purposes of calculating child support and instead imputed income of \$76,792 to her.

{¶24} The magistrate agreed with Mother that Father should not receive the 10 percent child support deviation for parenting time of more than 90 nights per year. The magistrate determined that the new child support obligation of \$886.92 per month was effective as of December 7, 2023, the date Mother filed her motion to modify.

{¶25} Finally, the magistrate denied Father’s motion to modify shared parenting, finding that Father failed to present sufficient evidence that modification was in the best interest of the child.

{¶26} Mother initially filed objections to the magistrate’s decision on June 26, 2025, and filed supplemental objections on August 22, 2025. The trial court overruled Mother’s objections in a judgment entry filed on November 12, 2025.

{¶27} Mother appeals the November 12, 2025, judgment entry of the Richland County Court of Common Pleas, Domestic Relations Division.

I.

{¶28} In her first assignment of error, Mother argues the trial court erred in interpreting the Second Amended Shared Parenting Plan by failing to require Father to reimburse her for hotels, flights, car rentals, and mileage associated with K.S.’s travel to out-of-state gymnastics competitions that occurred during Father’s court-ordered parenting time.

{¶29} Mother contends that the following provisions of the Second Amended Shared Parenting Plan should be read together and harmonized to conclude that Father is required to pay for mileage or transportation to any gymnastics events that occur during his parenting time, as well as any flights or hotels associated with those events:

(g) In the event that either parent fails to exercise his or her parenting time with the minor child, the parent shall be financially responsible for the cost of any resulting alternate care incurred, whether incurred directly by that parent or the other parent, and each parent shall reimburse the other for that cost within thirty (30) days of receipt of a request for payment.

(i) The parent caring for the child during any time that an activity, medical, counseling, or school appointment is scheduled shall be responsible to transport the child to the same or pay the cost of the alternate transportation.

(j) The cost of items necessary for the special expenditures for the child, including but not limited to cell phone, car insurance, special lessons, club fees, sports registrations, activities, outfits and uniforms, musical instruments, sporting equipment, etc., shall be equally shared by the parents.

Activities of the child – the parent with whom the child is residing at the time of an activity shall be responsible for transporting the child to the activity, unless otherwise agreed by the parties (“Activities Clause”)(emphasis added).

{¶30} A shared parenting plan is a contract, and, because the interpretation of a written contract is a question of law, we review de novo a trial court’s interpretation of a shared parenting plan. *Burns v. Burns*, 2018-Ohio-2262, ¶ 14 (12th Dist.); *Alexander v. Buckeye Pipeline Co.*, 53 Ohio St.2d 241 (1978), syllabus.

{¶31} Courts must follow the rules of contract construction and interpretation to ascertain the intent of the parties, “as that intent is evidenced by the contractual language.” *Skivolocki v. East Ohio Gas Co.*, 38 Ohio St.2d 244, 247 (1974). Thus, if the terms of the shared parenting plan are unambiguous, “then the words must be given their plain, ordinary, and common meaning.” *Forstner v. Forstner*, 68 Ohio App.3d 367, 372 (8th Dist. 1990). If a clause or term is ambiguous, “the trial court has broad discretion to clarify the language and interpret the agreement by considering the parties’ intent and the fairness of the agreement.” *Hoffer v. Hoffer*, 2024-Ohio-2655, ¶ 16 (5th Dist.). However, if the shared parenting agreement is

unambiguous, the trial court “may not construe, clarify, or interpret the parties’ agreement to mean” anything beyond what is specifically stated. *Id.* at ¶ 17.

{¶32} Upon review, we find the trial court did not commit error in finding the provisions contained in the Second Amended Shared Parenting Plan unambiguous and applying the plain and ordinary meaning of the language contained in the agreement. Nothing in the Second Amended Shared Parenting Plan requires Father to share the costs of flights, hotels, car rentals, or similar expenses associated with travel for an activity.

{¶33} As to Section (g), the plain, common, and ordinary meaning of “alternate care” does not include the costs of flights, hotels, car rentals, or similar expenses associated with out-of-state gymnastics competitions.

{¶34} As to Section (j), travel, transportation, flights, and lodging are not specifically listed among the special expenditures. Like the trial court, we do not find that the term “etc.”¹ contained in Section (j) encompasses everything Mother believes falls within the “spirit” of the agreement. Rather, Section (i) specifically addresses “transportation” and plainly and unambiguously provides that “the parent caring for the child during any time that an activity, medical, counseling, or school appointment is scheduled shall be responsible to transport the child to the same or pay the cost of alternate transportation.” Here, the testimony established that Mother was “caring for the child” during the out-of-state gymnastics competitions. Additionally, the Activities Clause provides that “the parent with whom the child is residing at the time of an activity shall be responsible for transporting the child to the activity.” K.S. was residing with Mother when she attended the out-of-state gymnastics competitions.

¹ Etc. is an abbreviation for the Latin phrase et cetera – “and others especially of the same kind.” *Merriam-Webster Online*, [https://www.merriam-webster.com/dictionary/et cetera](https://www.merriam-webster.com/dictionary/et%20cetera) (accessed Oct. 11, 2026)

{¶35} Specifically, as to Mother’s argument regarding mileage to appointments or gymnastics meets, and car rentals or flights to gymnastics competitions, we find the magistrate and trial court properly determined that these expenses are addressed in Section (i) and the Activities Clause. Section (g) does not address transportation; rather, it addresses “alternate care.” We find Mother’s argument unpersuasive that these provisions address the same subject. However, even if the provisions addressed the same subject, Section (i) and the Activities Clause would control. “[W]hen both general and specific provisions in a contract relate to the same subject, it is generally accepted that the specific provisions are controlling.” *Vanderink v. Vanderink*, 2018-Ohio-3328, ¶ 26 (5th Dist.).

{¶36} Finally, Mother contends that because Section (j) includes the word “etc.,” it encompasses lodging and travel expenses for out-of-state gymnastics competitions. However, the parties listed specific items in Section (j). As admitted by both parties, they were not speaking to each other when the Second Amended Shared Parenting Plan was drafted, and all communication went through their attorneys. Had the parties intended to include these expenses, they could have expressly included them in the agreement. Further, a plain and ordinary reading of the items contained in Section (j) demonstrates that the listed activity-related expenses are costs directly associated with the activity, such as registration fees, uniforms, and equipment. None of the items listed in Section (j) is similar to indirect costs such as lodging and flights for gymnastics competitions. Moreover, transportation of the child is specifically addressed in the Activities Clause and Section (i).

{¶37} Mother encourages us to read the provisions “harmoniously.” However, each of the cited provisions addresses different circumstances and contains different language. Each provision is given common, ordinary meaning by the trial court’s interpretation.

{¶38} The balance of Mother’s argument is essentially that it is unfair for her to bear all the transportation and lodging costs associated with gymnastics competitions. However, “a written agreement does not become ambiguous simply because its operation will work a hardship on one of the parties and create an advantage for another.” *Renicker v. Wardell*, 2003-Ohio-4804, ¶ 20 (5th Dist.). The perceived inequity of an agreement is not relevant to whether its language is ambiguous on its face. *Oberst v. Oberst*, 2010-Ohio-452, ¶ 33 (5th Dist.).

{¶39} Like the trial court, we find that Father was not required by the Second Amended Shared Parenting Plan to reimburse Mother for expenses related to hotels, flights, car rentals, or mileage. Because Father was not required to reimburse Mother for these expenses, the trial court did not err in interpreting and applying the parties’ January 2021 Second Amended Shared Parenting Plan and in declining to order Father to reimburse Mother for these expenses.

{¶40} Mother’s first assignment of error is overruled.

II.

{¶41} In her second assignment of error, Mother contends the trial court abused its discretion in finding that Father had overpaid her.

{¶42} First, Mother contends the trial court should have included the travel expenses for K.S.’s gymnastics competitions in its calculations. We addressed this argument in Assignment of Error I and need not address it again.

{¶43} Second, Mother contends the trial court failed to include two physical therapy bills in its calculation: a bill dated August 23, 2023, in the amount of \$149.89, and a bill dated September 20, 2023, in the amount of \$90.00. Mother contends that because the court ordered Father to pay other physical therapy bills, the trial court abused its discretion in failing to find

that Father was required to reimburse her for these two bills. Mother argues that if these bills were added to the calculation, Father would not have overpaid her and, instead, would owe her \$146.84.² Mother states that these bills are listed in Exhibit Q, and that copies of the actual bills were admitted into evidence at the hearing as Exhibits U2 and U3.

{¶44} The magistrate made the calculations at issue when considering Mother's motion for contempt, in which Mother sought to hold Father in contempt for failing to pay his portion of expenses required by the Second Amended Shared Parenting Plan.

{¶45} To support a finding of contempt, the moving party must establish by clear and convincing evidence that a valid court order exists, that the offending party had knowledge of the order, and that the offending party violated the order. *Hetterick v. Hetterick*, 2013-Ohio-15, ¶ 35 (12th Dist.). Our standard of review regarding the granting or denial of a motion for contempt is limited to determining whether the trial court abused its discretion. *Sloat v. James*, 2009-Ohio-2849 (5th Dist.). An abuse of discretion implies that the trial court's attitude was unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

{¶46} Mother claims that there is no difference between these two bills and the other physical therapy bills for which the trial court found Father responsible. We disagree, as there are two differences.

{¶47} First, Mother testified regarding the other bills the court found Father was required to reimburse. She testified that each bill was for K.S., confirmed the amount Father

² Mother seeks to hold Father responsible for paying the entirety of each of these bills to arrive at her conclusion that Father owes her \$146.84. However, Exhibit Q provides that Father was allegedly required to reimburse Mother \$86.94 for the August 23 bill and \$52.20 for the September 20 bill. These amounts total \$139.14, which would result in an alleged underpayment of \$46.09, not \$146.84.

was required to pay, and testified that she paid the bill. Mother provided no testimony regarding the bills dated August 23, 2023, and September 20, 2023. The trial court has discretion to determine whether exhibits, without accompanying testimony, are persuasive. *5500 S. Marginal Way, LLC v. Parker*, 2022-Ohio-1071, ¶ 22 (8th Dist.) (holding that a trier of fact is free to believe all, some, or none of a witness's testimony, and documentary evidence submitted through that witness is subject to the same scrutiny).

{¶48} Second, and most importantly, neither the August 23, 2023, bill nor the September 20, 2023, bill is contained in Exhibit P-1. Mother and Father both testified that Mother requested reimbursement from Father through an application called Splitwise. Mother entered the requested amount and a brief notation identifying the expense for which she sought reimbursement. Father testified that Mother notified him that unless he paid the Splitwise balance reflected in the document submitted at the hearing as Exhibit P-1, she would file a motion for contempt. Both Mother and Father confirmed that the document attached to Mother's motion for contempt was labeled Exhibit P-1. Mother testified that Exhibit Q is an Excel printout of the Splitwise application. When asked whether he was familiar with or had ever seen Exhibit Q before the hearing, Father stated: "No, I've never seen that."

{¶49} A review of the record demonstrates that Exhibit P-1 is the Splitwise document Mother attached to her motion for contempt, and Mother averred that it reflected the amounts Father owed her and had failed to reimburse. The bills dated August 23, and September 20, are not contained in Exhibit P-1 or in any other document attached to Mother's motion for contempt. At no time during the proceedings did Mother request to amend her motion to include additional bills or additional dates. Father provided unchallenged and un rebutted testimony that he had never seen Exhibit Q before the hearing. Accordingly, Father could not

be held in contempt for failing to pay bills about which he had no knowledge that payment was allegedly required.

{¶50} Further, reasonable notice is a prerequisite for a valid contempt finding. *Fox v. Fox*, 2015-Ohio-2728, ¶ 7 (12th Dist.). Due process and R.C. 2705.03 require that one accused of indirect contempt be given “adequate notice, time to prepare any defense and an opportunity to be heard.” *State ex rel. Miller v. Waller*, 2004-Ohio-6612 (10th Dist.). Here, Father was afforded reasonable notice of the contempt allegations concerning all the physical therapy bills except those dated August 23 and September 20. Father was not provided notice that he would need to defend against the allegation that he failed to pay those two physical therapy bills. Father could not be found in contempt with respect to bills that Mother did not include in the document attached to her motion for contempt because he was not given reasonable notice of the charges against him. Accordingly, the trial court did not abuse its discretion in finding that Father overpaid Mother.

{¶51} Mother’s second assignment of error is overruled.

III.

{¶52} In her third assignment of error, Mother contends the trial court abused its discretion in failing to find Father in contempt and in failing to order Father to pay attorney fees. Mother makes three arguments in this assignment of error. First, she argues that Father should have been held in contempt for failing to pay for travel and lodging expenses incurred during what should have been his parenting time. Second, she argues Father should have been found in contempt for failing to pay the two physical therapy bills. Finally, Mother argues that the trial court abused its discretion in failing to find Father in contempt because Father

admitted that he did not pay Mother 50 percent of K.S.'s car insurance expenses and admitted that he was responsible for those expenses.

{¶53} Generally, we review a trial court's decision on a motion for contempt for an abuse of discretion. *State ex rel. Celebrezze v. Gibbs*, 60 Ohio St.3d 69, 75 (1991). However, the denial of Mother's motion for contempt on the transportation expenses and physical therapy bills was based on the trial court's interpretation of the parties' shared parenting plan. These arguments mirror those Mother made in Assignments of Error I and II. Accordingly, we need not address them again.

{¶54} Regarding car insurance expenses, Father admitted in discovery that he did not specifically pay half of K.S.'s car insurance expenses and admitted that he was required to do so under the shared parenting plan. Mother contends this admission requires a finding of contempt.

{¶55} However, the trial court has discretion to determine whether a party is in contempt, because "the primary interest involved in a contempt proceeding is the authority and proper functioning of the court." *Denovchek v. Bd. of Trumbull Cty. Commrs.*, 36 Ohio St.3d 14, 16 (1988). Our standard of review regarding the granting or denial of a motion for contempt is limited to determining whether the trial court abused its discretion. *Sloat v. James*, 2009-Ohio-2849 (5th Dist.). An abuse of discretion implies that the trial court's attitude was unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

{¶56} To establish a prima facie case of contempt, the moving party must establish, by clear and convincing evidence, the existence of a court order, the nonmoving party's

knowledge of that order, and that the nonmoving party violated it. *In re K.B.*, 2012-Ohio-5507, ¶ 11 (8th Dist.).

{¶57} The trial court concluded that, despite Father's admission regarding car insurance, the testimony and Exhibit P-1 demonstrated that Father made payments to Mother totaling \$4,036.45. Further, the court concluded that although Father was not responsible for paying for flights, hotels, and transportation or mileage for out-of-state gymnastics meets, he was responsible for a total of \$3,943.40, which included bills for physical therapy, uniforms and leotards, cell phone expenses, camp fees, booster club fees, car insurance, school fees, driver's education, gym equipment, and medical visits. The court found that because Father overpaid Mother by \$93.05 for the period covered by the contempt motion, Father was not in contempt.

{¶58} Mother's argument centers on her belief that Father failed to reimburse her for expenses in accordance with their shared parenting plan, which was a valid court order. According to Mother, because she demonstrated both the existence of the court order and noncompliance with that order, she established a prima facie case for contempt. However, the trial court found that Mother failed to establish contempt by clear and convincing evidence because Father had overpaid her for the period during which Mother alleged that he failed to reimburse her for expenses under the shared parenting plan.

{¶59} We find no abuse of discretion in the trial court's conclusion. Although Father admitted that he did not specifically pay for 50 percent of K.S.'s car insurance, Father also testified that he made the payments listed on the Splitwise statement Mother submitted with her motion for contempt (Exhibit P-1). He testified that although his individual payments did not specifically identify the expense to which each payment applied, he paid the expenses

requested, except for hotel, flight, mileage, and transportation expenses associated with out-of-state gymnastics competitions. Our review of Exhibit P-1, excluding the amounts for gymnastics travel, flights, hotels, and mileage, as determined in Assignment of Error I, confirms that Father overpaid Mother by \$93.05 for the period for which Mother sought to hold him in contempt for failing to pay expenses required by the shared parenting plan.

{¶60} Thus, the evidence presented at the hearing supports the trial court's finding. Mother did not establish that Father violated the shared parenting plan by failing to reimburse her for the car insurance because during the period for which Mother sought to hold him in contempt, Father overpaid her. We do not find that the trial court acted unreasonably, arbitrarily, or unconscionably in finding that Father was not in contempt of the court's order.

{¶61} Because we find the trial court did not abuse its discretion in concluding that Father was not in contempt, we likewise find that the trial court did not abuse its discretion in declining to award Mother attorney fees for the alleged contempt.

{¶62} Mother's third assignment of error is overruled.

IV.

{¶63} In her fourth assignment of error, Mother contends the trial court abused its discretion by failing to modify or terminate the parties' Second Amended Shared Parenting Plan and by failing to reduce or terminate Father's parenting time.

{¶64} In addressing a motion to modify shared parenting when the parties have ceased to mutually agree, a trial court must determine: (1) whether a change in circumstances occurred; (2) whether termination or modification is in the child's best interest; and (3) whether the advantage to the child resulting from the termination or modification outweighs

any potential harm. *Day v. Day*, 2023-Ohio-2428, ¶ 26 (5th Dist.). In this case, the trial court concluded that modification or termination was not in the child's best interest.

{¶65} We first note that Mother did not file a motion to terminate or modify the shared parenting plan. Rather, Father filed the motion to modify. In her proposed findings of fact and conclusions of law and at the hearing, Mother argued that the shared parenting plan should be modified, not terminated. Accordingly, the trial court did not abuse its discretion for failing to terminate the shared parenting plan because Mother never requested termination. *S.M. v. S.P.*, 2015-Ohio-3195, ¶ 29 (6th Dist.) (trial court did not err by not granting her motion to modify shared parenting because mother never moved to modify the shared parenting decree).

{¶66} As to the trial court's denial of Father's motion to modify, "judicial control over parenting time terminates when a child reaches the age of majority." *Sullivan v. Sullivan*, 2020-Ohio-5036, ¶ 17 (2nd Dist.). "It is well-settled that a court generally lacks subject matter jurisdiction to modify parental rights and responsibilities after a child has been emancipated." *Schumann v. Schumann*, 2010-Ohio-5472 (8th Dist.). Accordingly, "when a parent appeals a custody decision by the trial court, but the child reaches the age of 18 and therefore is emancipated during the pendency of the appeal, the appeal is moot and should be dismissed." *In re Child*, 2025-Ohio-759 (4th Dist.); *Dahmen v. Dahmen*, 2008-Ohio-2129, ¶ 9 (11th Dist.); *In re A.G.*, 2014-Ohio-2597, ¶¶ 35-37.

{¶67} In this case, K.S. turned 18 on April 4, 2025. Thus, courts no longer have jurisdiction over K.S. for purposes of parental rights and responsibilities. Therefore, we cannot order any practical relief to remedy Mother's contention that the court abused its discretion in denying Father's motion to modify the shared parenting plan. Because K.S. is

emancipated, the issue of whether the shared parenting plan should be modified is moot. *Victor v. Kaplan*, 2020-Ohio-3116, ¶ 19 (8th Dist.).

{¶68} Mother’s fourth assignment of error is overruled.

V.

{¶69} In her fifth assignment of error, Mother contends the trial court abused its discretion in calculating the parties’ incomes for child support purposes, arguing (1) the trial court abused its discretion in finding Mother voluntarily underemployed; and (2) the trial court abused its discretion in setting Father’s income at \$96,032 instead of \$100,386.

{¶70} A trial court enjoys broad discretion in decisions regarding modification of child support, and we review the decision of the trial court under an abuse of discretion standard. *Raymont v. Raymont*, 2022-Ohio-2389, ¶ 23 (5th Dist.).

Mother’s Income

{¶71} The trial court found that Mother was voluntarily underemployed and imputed full-time income to Mother for purposes of the child support worksheet. An individual who is voluntarily underemployed is not entitled to a reduction in child support, and a court may impute income to that individual equal to his or her relative earning ability. R.C. 3119.01; *Farrell v. Farrell*, 2009-Ohio-1341 (5th Dist.). Whether a party is voluntarily underemployed is a factual determination to be made by the trial court based upon the circumstances of each case. *Rock v. Cabral*, 67 Ohio St.3d 108 (1993), syllabus. There is no “magic language” requirement for determining whether an individual is voluntarily underemployed. *Snyder v. Snyder*, 2009-Ohio-5292, ¶ 37 (5th Dist.). “In deciding if an individual is voluntarily underemployed, the court must determine not only whether the change was voluntary, but

also whether it was made with due regard to the obligor's income-producing abilities and his or her duty to provide for the continuing needs of the child." *Farrell* at ¶ 20.

{¶72} Mother first contends the magistrate committed error in relying on his own life experience instead of basing his decision on the evidence submitted. We disagree with Mother's characterization of the magistrate's decision. Although the magistrate briefly mentioned his family, the magistrate specifically stated that he considered Mother's testimony and the evidence presented at the hearing in declining to impute only a part-time income to Mother.

{¶73} As to Mother's argument regarding the difficulties she faces in caring for her disabled child, we agree with the trial court's analysis that, although the evidence presented by Mother demonstrated that caring for her disabled child was difficult, it did not make full-time employment impossible. *Raymont v. Raymont*, 2021-Ohio-3022, ¶ 16 (5th Dist.).

{¶74} Regarding Mother's own medical condition, the only testimony concerning how this condition allegedly prevents Mother from working full-time came from Mother and her current husband. The trial court found this testimony was self-serving and that no medical evidence was submitted to corroborate their testimony that Mother is physically unable to work rather than choosing not to work. "The trial court is vested with the authority to assess the credibility of the witnesses and is free to believe all, some, or none" of each witness's testimony. *Boron v. Boron*, 2019-Ohio-714, ¶ 32 (5th Dist.), citing *State v. DeHass*, 10 Ohio St.2d 230 (1967). The trier of fact "has the best opportunity to view the demeanor, attitude, and credibility of each witness, something that does not translate well on the written page." *Davis v. Flickinger*, 77 Ohio St.3d 415, 418 (1997). We find competent and credible evidence upon which the trial court could base its judgment. We also note, as did the trial court, that despite

Mother's testimony regarding her health condition, there is no evidence that Mother's physical health has in any way prevented her from continuing to travel with her family throughout the country to attend numerous gymnastics competitions.

{¶75} Mother argues that this Court's decision in *Benschoter v. Benschoter*, 2017-Ohio-8827 (5th Dist.), compels reversal because we affirmed a trial court's decision finding that a mother was not voluntarily underemployed because she was caring for her child. We disagree and find *Benschoter* distinguishable. First, as discussed above, the determination of whether a party is voluntarily underemployed is based upon the facts and circumstances of each case. Further, we must give substantial deference to the trial court. In *Benschoter*, the trial court found Mother was not voluntarily underemployed, whereas the trial court in this case reached the opposite conclusion. Finally, perhaps the most significant factual distinction between *Benschoter* and this case is that the parties in *Benschoter* agreed during their marriage that the mother would work part-time and take care of the children. No such agreement existed between the parties in this case.

Father's Income

{¶76} Mother contends that the trial court should have used Father's income at the time the 2021 Second Amended Shared Parenting Plan was adopted, which was \$100,386, rather than his current income.

{¶77} We find competent and credible evidence supports the trial court's determination that Father's income for purposes of the child support worksheet is \$96,032. Father testified that Exhibit A is an accurate copy of his 2023 tax return, which listed his income as \$96,032. Father further testified that his income for 2024 was approximately the same.

{¶78} Further, we find that Mother invited any alleged error. “Under the invited-error doctrine, a party will not be permitted to take advantage of an error which he himself invited or induced the trial court to make.” *State ex rel. Fowler v. Smith*, 68 Ohio St.3d 357, 359 (1994). At the hearing, Mother stated she sought to use Father’s current income for purposes of the child support modification. The \$96,032 figure represented Father’s current income. Further, in her proposed findings of fact and conclusions of law, Mother asked the trial court to adopt the following language: “This Court finds that Plaintiff’s income should be calculated at \$96,032, his 2023 income demonstrated in Exhibit A.”

{¶79} As the trial court followed Mother’s request and utilized the income figure she specifically asked the court to use, Mother cannot now claim on appeal that she was aggrieved when the trial court granted the relief she requested. *Scharf v. Scharf*, 2026-Ohio-3076, ¶ 79 (10th Dist.); *Schulte v. Schulte*, 1998 Ohio App. LEXIS 5469 (6th Dist.).

{¶80} It was only after the magistrate found that Mother was voluntarily underemployed that Mother changed course and argued that the trial court should have used the \$100,386 figure. “[J]ustice and sensibility should prevent [Mother] from prevailing on an error which [she] invited.” *State v. Stewart*, 2008-Ohio-5823, ¶ 13 (3rd Dist.).

{¶81} Mother’s fifth assignment of error is overruled.

VI.

{¶82} In her sixth assignment of error, Mother contends the trial court abused its discretion by failing to make the modified child support order effective as of January 13, 2021, when Father ceased exercising parenting time consistent with the parties’ court ordered schedule.

{¶83} A trial court's decision regarding child support obligations falls within the discretion of the trial court and will not be disturbed absent an abuse of discretion. *Booth v. Booth*, 44 Ohio St.3d 142, 143-44 (1989).

{¶84} This Court has held that when a trial court modifies child support, the modification should be effective as of the date the motion to modify was filed unless special circumstances justify a different date. *R.A.R. v. C.E.R.*, 2023-Ohio-232, ¶ 99 (5th Dist.); *Maynard v. Landon*, 2007-Ohio-2813, ¶ 10 (5th Dist.). This rule prevents the moving party from being penalized for the time required for the trial court to hear and rule on the motion. *State ex rel. Mullaney v. Mullaney*, 1997 Ohio App. LEXIS 4690, *5 (9th Dist.).

{¶85} Mother suggests that the modification should have been made effective before she filed her motion to modify child support because Father's failure to exercise his parenting time constituted a "special circumstance."

{¶86} However, R.C. 3119.84 provides, "a court with jurisdiction over a child support order may modify an obligor's duty to pay a support payment that becomes due after notice of a petition to modify the court support order has been given to each obligee and to the obligor before a final order concerning the petition for modification is entered."

{¶87} Pursuant to the plain language of the statute, a trial court has discretion to modify a child support order "only during the time frame between each party's receipt of notice that a motion to modify has been filed and the final order disposing of the motion." *Montgomery v. Montgomery*, 2007-Ohio-2539, ¶ 15 (6th Dist.). Further, "since the time period over which discretion may be exercised is specified by statute, the clear implication is that a trial court has no discretion to retroactively modify a child support order outside the specified time frame." *Id.*

{¶88} This Court has held that a trial court has discretion to make an order modifying child support effective as of the date the opposing party had notice of the request to modify child support. *Wayco v. Wayco*, 1999 Ohio App. LEXIS 1546, *6 (5th Dist. Mar. 8, 1999); *Cone v. Cone*, 2020-Ohio-789, ¶ 43 (5th Dist.). We likewise held that “an order modifying child support cannot be retroactive beyond the date that a motion for modification of child support is made.” *Anthony v. Clark*, 2009-Ohio-894, ¶ 103 (5th Dist.), See also *Tobens v. Brill*, 89 Ohio App.3d 298, 304 (3rd Dist. 1993) (a court “can only make the modification order effective from the date the motion for modification was filed”); *State ex rel. Draiss v. Draiss*, 70 Ohio App.3d 418, 421 (9th Dist. 1990) (modification of child support can only be effective the date the motion was filed, not one month earlier); *Murphy v. Murphy*, 13 Ohio App.3d 388, 389 (10th Dist. 1984) (“if a court determines that a support order should be modified, it can only make the modification order effective from the date the motion for modification was filed”).

{¶89} Accordingly, the trial court could not have modified the child support order to a date before Mother filed her motion, as Mother suggests. There is no indication or evidence that Father was “on notice” of Mother’s request to modify child support before she filed her motion to modify on December 7, 2023. Thus, the trial court did not abuse its discretion in making the effective date of the child support modification December 7, 2023.

{¶90} Mother’s sixth assignment of error is overruled.

VII.

{¶91} In her final assignment of error, Mother argues the trial court abused its discretion by failing to find that the child support order should be deviated upward. Mother contends the trial court failed to appropriately consider the following factors, as set for in R.C. 3119.23: extended parenting time or extraordinary costs associated with parenting time (R.C.

3119.23(C)), Mother's support of her other child with disabilities (R.C. 3119.23(M)), Mother's significant in-kind contributions for lessons, sports equipment, and clothing (R.C. 3119.23(I)), and Mother's payment of gymnastics travel expenses (R.C. 3119.23(Q)).

{¶92} We review child support decisions under an abuse of discretion standard. *Booth v. Booth*, 44 Ohio St.3d 142, 144 (1989). The decision whether to deviate from the child support guidelines and worksheet is within the discretion of the trial court. *Havens v. Havens*, 2012-Ohio-2867, ¶ 6 (10th Dist.).

{¶93} R.C. 3119.03 provides that the amount of child support “as calculated pursuant to the basic child support schedule and applicable worksheet through the line establishing the actual annual obligation, is rebuttably presumed to be the correct amount of child support due.” However, in a case involving shared parenting, R.C. 3119.24 permits the trial court to deviate from that amount if it “would be unjust or inappropriate to the children or either parent and therefore not in the best interest of the child because of the extraordinary circumstances of the parents or because of any other factors or criteria set forth in section 3119.23 of the Revised Code.” There are seventeen factors listed in R.C. 3119.23, including those cited by Mother.

{¶94} First, it is not clear from the record that Mother actually raised her R.C. 3119.23 argument in the trial court. In her motion, Mother requested that child support be modified because of her change in income and the “increased financial responsibilities” she incurred. Similarly, at the hearing, the evidence focused on the 10 percent deviation for more than 90 nights, Mother's request to change her income on the worksheet to reflect her current part-time wages, and Mother's request to add her other children to the child support worksheet.

Mother's proposed findings of fact and conclusions of law similarly focused on the 10 percent deviation, Mother's income, and the addition of her other children to the worksheet.

{¶95} The statute Mother now argues on appeal that the trial court failed to properly apply, R.C. 3119.23, was not cited in Mother's motion to modify child support, was not mentioned by Mother at the hearing, and was not included in her proposed findings of fact and conclusions of law. Mother even testified that the amount of time spent at trial on the issue of child support was "minimal" when testifying about attorney fees.

{¶96} Similarly, Mother did not cite R.C. 3119.23 in her objections to the magistrate's decision. Rather, Mother generally asserted that the "magistrate abused his discretion by not finding that the child support order should be deviated upward as a result of the majority of the financial obligations being placed on Defendant and because of her increased time and the Court's interpretations of the financial obligations, or lack thereof, of the parties." A party who fails to raise an argument in the trial court is generally precluded from raising that argument on appeal. *State ex rel. Gutierrez v. Trumbull Cty. Bd. of Elections*, 65 Ohio St.3d 175, 177 (1992).

{¶97} In this case, the trial court did much of what Mother requested. It removed the 10 percent deviation Father was receiving for more than 90 nights of parenting time and included Mother's other children on the child support worksheet.

{¶98} To the extent the trial court actually had the opportunity to consider Mother's argument regarding an upward deviation, we find the trial court did not abuse its discretion in determining that Mother's "increased financial obligations" did not warrant an upward deviation. The trial court found that the majority of these "increased financial obligations" resulted from choices made by Mother. The statutes vest the trial court with discretion to

determine when and whether to grant a deviation from the child support worksheet. *Mangen v. Mangen*, 2021-Ohio-3693, ¶ 7 (2nd Dist.). Although Mother disagrees with the trial court's conclusion, she failed to demonstrate that the court abused its discretion in denying any additional deviation from the guideline child support amount.

{¶99} Mother's seventh assignment of error is overruled.

{¶100} Based on the foregoing, Mother's assignments of error are overruled. The judgment of the Richland County Court of Common Pleas, Domestic Relations Division, is affirmed.

{¶101} Costs to Appellant/Mother.

By: Popham, J.

Baldwin, P.J. and

Gormley, J., concur