

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
COLUMBIANA COUNTY

STATE OF OHIO,

Plaintiff-Appellee,

v.

ZAVEA DANIEL GREEN,

Defendant-Appellant.

OPINION AND JUDGMENT ENTRY **Case No. 26 CO 0003**

Criminal Appeal from the
Columbiana Municipal Court of Columbiana County, Ohio
Case No. 2025 CRB 1071

BEFORE:

Carol Ann Robb, Cheryl L. Waite, Mark A. Hanni, Judges.

JUDGMENT:

Affirmed.

Atty. Vito J. Abruzzino, Columbiana County Prosecutor, *Atty. Jennifer McLaughlin Bonish*,
Assistant Prosecutor, for Plaintiff-Appellee and

Atty. Ronald D. Yarwood, DeGenova & Yarwood, Ltd., for Defendant-Appellant.

Dated: August 27, 2026

Robb, J.

{¶1} Appellant, Zavea Daniel Green, appeals the January 6, 2026 judgment convicting him of one count of engaging in prostitution and one count of possession of criminal tools and the November 12, 2025 judgment denying his motion to dismiss. Green argues the engaging in prostitution statute is unconstitutionally vague and overbroad. He also contends this statute violates his due process right to privacy. For the following reasons, we affirm.

Statement of the Case

{¶2} Green was arrested and charged with two counts, possession of criminal tools and engaging in prostitution. Both complaints charging Green were prepared and signed by Agent Joe Chamberlain of the Mahoning Valley Human Trafficking Task Force. Chamberlain's affidavit in support of the charges avers that on July 30, 2025, Green drove to Salem, Ohio to meet the agent for sexual conduct. It also asserts that Green requested sexual conduct in exchange for \$100 from an undercover agent from a telecommunications device. (August 1, 2025 Complaints & July 31, 2025 Affidavit.)

{¶3} Green was arraigned without counsel. The court deemed him indigent and appointed the public defender's office to represent him. Green waived his right to a speedy trial and entered a not guilty plea. He was released on a personal recognizance bond. (August 8, 2025 Judgment.)

{¶4} Counsel entered a notice of appearance and filed a request for discovery, motion to extend the time to file pretrial motions, motion to preserve video and audio evidence, and a request for notice of the state's intent to use evidence. (September 3, 2025 Motions.) The trial court granted the defense motions.

{¶5} The case was set for a pretrial and jury trial. Green filed a motion to dismiss the charges. He asserted the engaging in prostitution statute is unconstitutionally vague and overbroad in violation of the Fourteenth Amendments to the Ohio and U.S. Constitutions. Green also asserted the statute violates his due process right to privacy concerning sexual activity. (November 3, 2025 Motion to Dismiss.)

{¶6} The trial court overruled the motion to dismiss. Green entered a plea agreement in which he agreed to plead no contest to both charges. He was sentenced to 90 days in jail, suspended, for the engaging in prostitution count and a \$500 fine. For the possession of criminal tools count, Green was ordered to pay a \$250 fine. He was also ordered to pay court costs, complete two years of probation, 20 hours of community service, and a prostitution prevention course. (January 6, 2026 Judgment.)

{¶7} Green’s sentence was stayed pending appeal. Green raises three assignments of error.

Assignments of Error

Void for Vagueness

{¶8} Green’s first assignment of error asserts:

“The trial court erred in failing to find Ohio Revised Code 2907.231(B) unconstitutionally vague in violation of the Ohio and United States Constitutions.”

{¶9} Green argues the statute is unconstitutionally vague because the definition of “sexual activity for hire” is hopelessly vague, and as a result, encompasses noncriminal conduct between consenting adults.

{¶10} Green additionally asserts the statute is unconstitutionally vague since the definition of the phrase “anything of value” encompasses information, support, or promises, and as such, the statute seemingly encompasses noncriminal conduct and permits or invites selective application. Green also claims the provision infringes on one’s First Amendment freedoms since its lack of clarity inhibits consensual intimate relations.

{¶11} We review constitutional challenges to a statute de novo without deference to the trial court’s decision. *State v. Anderson*, 2016-Ohio-5791, ¶ 20.

{¶12} The void-for-vagueness doctrine is a component of the right to due process and is rooted in concerns that laws must provide fair notice and prevent arbitrary enforcement. *Skilling v. United States*, 561 U.S. 358 (2010). A party challenging a statute as unconstitutionally vague must establish the statute is vague “not in the sense that it requires a person to conform his conduct to an imprecise but comprehensible normative standard, but rather in the sense that no standard of conduct is specified at all.” *State v. Anderson*, 57 Ohio St.3d 168, 171 (1991), quoting *Coates v. Cincinnati*, 402 U.S. 611, 614 (1971). The fact that a statute requires administrative or judicial clarification does not

render the statute constitutionally vague. *In re Application of Columbus S. Power Co.*, 2012-Ohio-5690, ¶ 20.

{¶13} Relying on United States Supreme Court decisions, the Ohio Supreme Court in *Huron v. Kisil*, 2025-Ohio-2921, ¶ 1, held “[a] statute or ordinance will not be struck down as unconstitutionally vague if the challenger’s conduct clearly falls within the activities proscribed by the statute.” When an individual’s conduct is clearly prohibited, he has had fair notice from the language of the statute “that the particular conduct which he engaged in was punishable.” *Parker v. Levy*, 417 U.S. 733, 755-756 (1974); *Hoffman Estates v. Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 498-499 (1982). Further, courts should not engage in hypothetical applications of the law to the conduct of others not pending before it. *Id.*

{¶14} R.C. 2907.231(B) states: “No person shall recklessly induce, entice, or procure another to engage in sexual activity for hire in exchange for the person giving anything of value to the other person.”

{¶15} “Sexual activity for hire” is defined as “an implicit or explicit agreement to provide sexual activity in exchange for anything of value paid to the person engaging in such sexual activity, to any person trafficking that person, or to any person associated with either such person.” R.C. 2907.231(A)(2). “Anything of value” is not defined in the statute. However, it is defined in R.C. 1.03, which states in part “anything of value” includes money, goods, rights in action, a promise of future employment, and “[e]very other thing of value.” R.C. 1.03 (A)-(I).

{¶16} This court has thrice rejected arguments that R.C. 2907.231(B) is unconstitutionally vague in *State v. George*, 2026-Ohio-324 (7th Dist.), *State v. Clavin*, 2026-Ohio-325 (7th Dist.), and *State v. Gore*, 2026-Ohio-1488, ¶ 26 (7th Dist.), and the Ohio Supreme Court declined to review the discretionary appeals in *State v. George*, 2026-Ohio-1880, and *State v. Clavin*, 2026-Ohio-1880.

{¶17} In *Clavin*, this court concluded the defendant’s conduct plainly fell within the proscriptions of R.C. 2907.231(B) since the charging instrument alleged Clavin responded to an agent’s online advertisement on a website known for prostitution activity. Further, Clavin sought oral and vaginal sex in exchange for \$140. We found this offer to pay money in exchange for sexual conduct fell within the definition of R.C. 1.03(A). *Id.* at

¶ 17-18. Consequently, since his conduct squarely fell within the conduct prohibited by R.C. 2907.231(B), we found his argument that the provision is unconstitutionally void for vagueness must fail. *Id.* at ¶ 19-20. This is the same result we reached in *George* and *Gore*. *George* at ¶ 17-18. *Gore* at ¶ 26.

{¶18} In the instant case, the charging affidavit avers that Green requested oral, vaginal, and anal intercourse from the agent in exchange for the payment of \$100 via a telecommunications device. It also alleges Green drove to Salem, Ohio to meet the undercover agent for the agreed upon sexual conduct. Chamberlain was conducting an undercover operation. (July 31, 2025 Affidavit of Agent Chamberlain.) Like *Clavin*, *George*, and *Gore*, we find Green’s conduct falls directly within the statute. Green offered the payment of money for the performance of multiple sexual acts. Thus, his void for vagueness challenge fails since Green had fair notice his particular conduct was punishable under the statute. *Huron* at ¶ 13 (explaining “the law must be vague in its application to the party at issue in the case”).

{¶19} Thus, Green’s first assigned error is overruled.

Unconstitutionally Overbroad

{¶20} Green’s second assignment of error asserts:

“The trial court erred in failing to find Ohio Revised Code 2907.231(B) unconstitutionally overbroad, in violation of the Ohio and United States Constitutions.”

{¶21} Under this assignment, Green asserts the statute is overbroad and there are “no limits” to explain what constitutes prostitution versus intimate conduct between consenting adults. Green additionally claims the phrase “anything of value” encompasses all things without limitation. Green contends even traditional wedding vows are arguably prohibited under R.C. 2907.231(B). He challenges the statute as facially overbroad. Last, Green claims the statute is overbroad since it violates one’s due process right to engage in private sexual conduct.

{¶22} As stated, we review constitutional challenges to a statute de novo. *State v. Anderson*, 2016-Ohio-5791, ¶ 20. Overbreadth challenges in Ohio are reserved for cases involving First Amendment rights, including the freedom of speech, assembly, association, or the press. *State v. Bielski*, 2013-Ohio-5771, ¶ 8 (7th Dist.) (citations omitted). “[T]here must be a realistic danger that the statute itself will significantly

compromise recognized First Amendment protections of parties not before the Court for it to be facially challenged on overbreadth grounds.” *Members of City Council of City of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789, 801 (1984).

{¶23} Unlike other constitutional challenges, even a person whose activity is not protected may challenge a law as overbroad under the First Amendment to contest the potential chilling effect of a statute. *United States v. Hansen*, 599 U.S. 762, 770 (2023). Yet, to justify facial invalidation, a law’s unconstitutional applications must be legitimate and realistic, not imagined or hypothetical. In addition, the unconstitutional applications of the provision in question must significantly exceed its lawful application. *Id.*

{¶24} To determine if a statute is overbroad, a court must first determine what the provision covers. *Id.* The statute at issue here, R.C. 2907.231(B), prohibits one from recklessly inducing, enticing, or procuring “another to engage in sexual activity for hire in exchange for the person giving anything of value to the other person.”

{¶25} As pointed out by the state, this court recently found in *Clavin* and *George* that R.C. 2907.231(B) is intended to prohibit sex trafficking and sex for hire. We also found this provision does *not* criminalize protected speech or private conduct. *Id.* In reaching this conclusion, we explained: “R.C. 2907.231(B) does not reach or bar protected speech or other constitutionally protected rights.” *George* at ¶ 28; *Clavin* at ¶ 28; *accord Gore* at ¶ 31.

{¶26} We also emphasized prostitution is not protected conduct and found the only speech affected by the statute is speech seeking or arranging sexual activity in return for something of value. *Id.* Thus, this court concluded: “Appellant’s assertions that the statute may spill slightly into intimate sexual relations between consenting adults is insufficient to render it overbroad.” We also found the provision is narrowly tailored to meet its explicit purpose. *George* at ¶ 26-27; *Clavin* at ¶ 26-27. Green fails to present any reason we should deviate from our recent findings in this regard.

{¶27} In light of the foregoing, Green’s second assigned error lacks merit and is overruled.

Due Process

{¶28} Green’s third assignment of error asserts:

“The trial court erred in failing to recognize that Ohio Revised Code 2907.231(B) violates Appellant's fundamental right to liberty and privacy under the Due Process Clauses of the Ohio and United States Constitutions.”

{¶29} Green contends the statute is unconstitutional on its face because it interferes with his right to engage in private conduct. And because it interferes with fundamental rights, the statute is subject to strict scrutiny. For the following reasons, we disagree.

{¶30} Statutes are presumed constitutional. R.C. 1.47(A). The party challenging a statute has the burden of proving it is unconstitutional beyond a reasonable doubt. *Woods v. Telb*, 89 Ohio St.3d 504, 511.

{¶31} Courts employ one of two tests to determine the constitutionality of a statute. *State v. Lowe*, 2007-Ohio-606, ¶ 18. When the law affects a fundamental right, courts must employ strict scrutiny to determine whether the statute is narrowly tailored to serve a compelling state interest. *Id.* On the other hand, when there is no fundamental right at issue, courts apply the rational-basis test. *Id.* Under the rational-basis test, a statute will not be deemed unconstitutional if it is reasonably related to a legitimate government interest. *Id.*

{¶32} Like the other two assigned errors, this argument was also raised and rejected in the *Clavin*, *George*, and *Gore* cases. In *Clavin*, we explained the Ohio Supreme Court in *Lowe* did not recognize a fundamental right to engage in consensual sexual activity.

{¶33} To the contrary, *Lowe* applied the rational basis test to the incest statute at issue before it and found the provision served the legitimate state interest of protecting the family unit. *Id.* ¶ 37-38. And in *Clavin*, we applied the rational basis test to R.C. 2907.231(B) and held that provision bears a rational relationship to the state's legitimate interests of protecting the public from prostitution, as well as preventing sex trafficking and the commercialization of sex with children. *Id.* at ¶ 44. This is the same outcome reached in *George* and *Gore*. *George* at ¶ 44; *Gore* at ¶ 36.

{¶34} As stated, the statute was enacted to advance the legitimate state aims of combatting human trafficking and prohibiting sex for hire. And as pointed out by the state,

this court has repeatedly held there is no fundamental right to engage in sex trafficking or prostitution. Thus, this assignment of error lacks merit.

Conclusion

{¶35} Because each of Green's assignments of error lack merit, the trial court's judgments are affirmed.

Waite, P.J., concurs.

Hanni, J., concurs with concurring opinion.

Hanni, J., concurs with concurring opinion.

{¶36} I concur with the majority that Appellant’s assignments of error in this case lack merit. However, I write separately to note that while R.C. 2907.231(B) has survived constitutional challenges thus far, its language could present possible vagueness, overbreadth and due process issues under more appropriate circumstances.

{¶37} In the last few months, we have decided at least three cases very similar to the one at bar. See *State v. Gore*, 2026-Ohio-1488 (7th Dist.); *State v. Clavin*, 2026-Ohio-325 (7th Dist.); *State v. George*, 2026-Ohio-324 (7th Dist.). In each, as well as the instant case, the appellant challenged R.C. 2907.231(B) based on vagueness, overbreadth, and a violation of due process.

{¶38} And in each, we found no constitutional violations. We held that each appellant could not sustain a vagueness challenge because his conduct fell plainly within the statute’s confines. We held that an overbreadth challenge failed because the statute only minimally affected speech and it was narrowly tailored to prohibit the conduct of hiring a person for engaging in sexual activity for something of value. And finally, we held that the statute did not violate due process on its face because it did specify particular conduct and it was rationally related to the state’s interests in public safety, controlling a possible health hazard, and preventing the sexual commercialization of children or those unable to consent.

{¶39} However, with each case, a closer examination of the statute reveals that appropriate circumstances could present closer constitutional challenges. For instance, while we have held that R.C. 2907.231(B) is not void for vagueness, the main reason for our decision was that the appellants’ monetary exchanges squarely fell within the definition of “anything of value.” R.C. 1.03 provides definitions of “anything of value” that apply to R.C. 2907.231(B). But the last definition under R.C. 1.03 of “anything of value” as “every other thing of value” is actually no definition at all. For instance, mutual marriage covenants could constitute “every other thing of value,” and meet this vague definition.

{¶40} Appropriate factual circumstances could also present more significant constitutional overbreadth or due process challenges to the statute. The appellants in the cases before us challenged the statute on its face. This fails because the statute bears a rational basis related to the state’s interests in protecting public safety and preventing

the sexual commercialization of children and those who cannot consent. However, an “as applied” challenge may present different challenges as the language of the statute may also govern intimate consensual conduct that may occur before or after adults mutually enjoy dinner, entertainment, or even an engagement.

{¶41} Accordingly, I concur in the majority opinion in this case that Appellant’s conviction under R.C. 2907.231(B) was not a violation of his constitutional rights.

For the reasons stated in the Opinion rendered herein, the assignments of error are overruled and it is the final judgment and order of this Court that the judgments of the Columbiana Municipal Court of Columbiana County, Ohio, are affirmed. Costs waived.

A certified copy of this opinion and judgment entry shall constitute the mandate in this case pursuant to Rule 27 of the Rules of Appellate Procedure. It is ordered that a certified copy be sent by the clerk to the trial court to carry this judgment into execution.

NOTICE TO COUNSEL

This document constitutes a final judgment entry.