[Cite as *Rossi v. Rossi*, 2026-Ohio-4416.]

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
MAHONING COUNTY

LAURA K. ROSSI,

Plaintiff-Appellant,

v.

MICHAEL T. ROSSI et al.,

Defendants-Appellees.

OPINION AND JUDGMENT ENTRY
Case No. 26 MA 0022

Civil Appeal from the
Common Pleas Court of Mahoning County, Ohio
Case No. 2023 CV 00116

BEFORE:
Carol Ann Robb, Mark A. Hanni, Katelyn Dickey, Judges.

JUDGMENT:
Affirmed.

Atty. Bruce M. Broyles, for Plaintiff-Appellant and

Atty. Scott C. Essad, for Appellees Meena Rossi and Hiro Onodo, LLC and *Atty. Douglas W. Ross,* Daniel Daniluk, LLC, for Appellee Michael Rossi.

Dated: November 6, 2026

Robb, J.

{¶1} Appellant, Laura K. Rossi, appeals the February 12, 2026 judgment overruling her objections to the magistrate's decision and enforcing the parties' settlement agreement. Laura argues the parties' settlement agreement did not encompass her ex-husband's fraudulent transfers that occurred after her January 2023 complaint in this case was filed. We affirm.

Statement of the Case

{¶2} In January of 2023, Laura filed a complaint for fraudulent transfer against Appellees, her ex-husband Michael T. Rossi; his company Hiro Onodo, LLC; and Meena Rossi, his new wife. Laura claimed to have a judgment against Michael in excess of one million dollars flowing from their divorce proceedings. (January 18, 2023 Complaint.)

{¶3} Laura alleged Michael's former 1099 non-employee compensation was transferred to his company to prevent Laura from collecting her judgment. Laura also alleged the company paid Meena some of that money as a "management fee" paid to her in the form of 1099 non-employee compensation. Laura alleged the foregoing conduct was designed to avoid paying her and is a violation of Ohio's Uniform Transfer Act. Laura sought an order of attachment of funds and a punitive damage award, plus attorney's fees, interest, and costs. (January 18, 2023 Complaint.)

{¶4} The parties consented to a trial before the magistrate per Civ.R. 53(C). After several pretrials were held and pretrial motions were filed, the trial court issued a judgment in October of 2024 indicating that counsel advised the court that the case had settled. This judgment also states plaintiff would submit a final judgment entry of dismissal within 30 days. (October 16, 2024 Judgment.)

{¶5} In January of 2025, the court issued a stipulated dismissal entry. It states Laura's claims were dismissed with prejudice and the court would retain continuing jurisdiction to enforce the parties' settlement agreement. This judgment is signed by the trial court judge and counsel for each of the parties. (January 22, 2025 Stipulated Dismissal Entry.)

{¶6} In November of 2025, Appellees filed a motion to enforce the settlement agreement. Their motion alleges in part that Laura violated the terms of the parties' settlement agreement by filing a new lawsuit against them. A copy of the parties' settlement agreement is attached to the motion as exhibit A. A copy of Laura's complaint filed in August of 2025 in the Mahoning County Court of Common Pleas against Appellees alleging Michael fraudulently transferred 1099 compensation to the company and Meena in violation of Ohio's fraudulent transfer is attached as exhibit C. (November 5, 2025 Motion to Enforce.)

{¶7} Laura opposed their motion to enforce. She alleged that her prior lawsuit, settlement, and release only encompassed and governed Michael's fraudulent conveyances occurring in the years 2020, 2021, and 2022. She asserted the 2023 complaint and January 2025 settlement agreement did not include the Appellees' 2024 and 2025 fraudulent conveyances. Laura claimed their 2024 and 2025 conduct was not encompassed by the allegations in her 2023 complaint. Laura urged the court to find the Appellees' subsequent improper conduct was not encompassed by the plain language of the settlement agreement. (December 2, 2025 Memo in Opposition.)

{¶8} Appellees filed a reply in support. They asserted the terms of the parties' settlement agreement clearly encompassed alleged future claims as well as those detailed in the complaint. They asked the court to order Laura to dismiss her 2025 complaint with prejudice. (December 9, 2025 Reply.)

{¶9} The magistrate conducted an oral hearing on the motion and granted the motion to enforce the settlement agreement. Laura was ordered to dismiss her 2025 complaint with prejudice within 14 days. (January 22, 2026 Magistrate's Decision.) The magistrate also issued an amended magistrate's decision. (January 23, 2026 Magistrate's Decision.)

{¶10} Laura filed objections to the magistrate's decision. She argued the magistrate erred by focusing on the similar nature or basis of the claims instead of addressing whether her 2025 allegations were actually released by the parties' January 2025 settlement agreement. Upon focusing on the release language, Laura asserts the claims in her 2025 complaint (arising from the fraudulent transfers in the year 2024 and

2025) were not released or covered by the settlement agreement. (January 26, 2026 Objections.) Appellees filed a joint response in opposition.

{¶11} The trial court adopted and affirmed the magistrate's decision. It found Laura violated the parties' settlement agreement when she filed the second complaint in Mahoning County Court of Common Pleas Case No. 2025 CV 02144. It ordered her to dismiss the same within 14 days. (February 12, 2026 Judgment.) She raises one assignment of error on appeal.

Assignment of Error

{¶12} Laura's sole assigned error asserts:

"The trial court erred in finding that Appellant violated the terms of the settlement agreement by filing the second complaint as Appellant only released and discharged Appellees from any and all past, present, and future claims, which the Plaintiff had, has, or may have arising out of the claims of fraudulent conveyance, fraudulent transfer, or other claims arising out of Michael Rossi transferring payments from Advisor's Equity Group, LLC to Hiro Onodo, LLC."

{¶13} A settlement agreement is a contract. Rulli v. Fan Co., 79 Ohio St.3d 374, 376 (1997), citing Noroski v. Fallet, 2 Ohio St.3d 77, 79 (1982). When a motion to enforce a settlement agreement presents a question of contract law, we review the matter de novo. Stalder v. Gatchell, 2022-Ohio-1325, ¶ 73 (7th Dist.), citing Continental W. Condominium Unit Owners Assn. v. Howard E. Ferguson Inc., 74 Ohio St.3d 501, 502 (1996).

{¶14} When construing an agreement, a court's principle objective is to ascertain and give effect to the intent of the parties. Hamilton Ins. Servs., Inc. v. Nationwide Ins. Cos., 86 Ohio St.3d 270, 273 (1999). "The intent of the parties to a contract is presumed to reside entirely in the specific language they chose to employ in the agreement." Kelly v. Med. Life Ins. Co., 31 Ohio St.3d 130 (1987), paragraph one of the syllabus.

{¶15} We must read the applicable contract in its entirety, give effect to each provision, and ascertain the intent of the parties from considering it as a whole. Saunders v. Mortensen, 2004-Ohio-24, ¶ 16. "Courts should attempt to harmonize provisions and words so that every word is given effect." Christe v. GMS Mgt. Co., 124 Ohio App.3d 84, 88 (9th Dist.1997).

{¶16} Thus, where the terms of a contract are clear and unambiguous, a court cannot look beyond the plain language of the agreement to determine the rights and obligations of the parties. Aultman Hospital Ass'n v. Community Mut. Ins. Co., 46 Ohio St.3d 51 (1989). However, if a contract is reasonably susceptible to more than one meaning, then it is ambiguous and extrinsic evidence of reasonableness or intent can be employed. City of Steubenville v. Jefferson Cty., 2008-Ohio-5053, ¶ 22 (7th Dist.).

{¶17} "To construe or interpret what is already plain is not interpretation" and is not our function when a writing is unambiguous. Lake Hosp. Sys., Inc. v. Ohio Ins. Guar. Assn., 69 Ohio St.3d 521, 524 (1994), quoting Iddings v. Bd. of Edn. of Jefferson Cty. School Dist., 155 Ohio St. 287, 290 (1951) (addressing statutory construction). Absent an ambiguity, courts must apply an agreement "as written and conduct no further investigation." State v. Hurd, 89 Ohio St.3d 616, citing State ex rel. Herman v. Klopfleisch, 72 Ohio St.3d 581, 584 (1995) (addressing statutory language).

{¶18} Here, the parties argue the settlement agreement is clear and unambiguous. Yet, both assert it sets forth different things.

{¶19} Laura claims the settlement agreement covers only the allegations in the complaint due to the use of the words "the claims" in the agreement. She alleges the parties' use of the definite article "the" limits the coverage of the agreement to only those outlined in the complaint.

{¶20} Appellees disagree and direct this court to the broad scope of the language contained in Section 5. They allege a plain reading of the contract as a whole shows they agreed to settle and preclude all claims alleging Michael made fraudulent conveyances to avoid his obligations to Laura. Appellees contend Laura's act of filing her new lawsuit, which alleges fraudulent transfers by Michael in the same fashion or scheme as the one alleged in her 2023 complaint, violates the terms of their settlement. For the following reasons, we agree.

{¶21} The parties entered a settlement agreement in January of 2025. The agreement states it is an agreement between Laura, Michael, Meena, and Hiro Onodo, LLC. The agreement includes several paragraphs outlining the parties' history under the heading "WHEREAS." This section states in part that Laura and Michael were married and Michael owes Laura money pursuant to their divorce decree. It also states the

domestic relations court found Michael in contempt and determined he owed Laura $1.2 million. The domestic relations court ordered him to make monthly payments to satisfy the same in 2020. (Settlement Agreement.)

{¶22} The background section also states that Laura filed a 2018 lawsuit against Michael for breach of certain agreements in violation of their 2014 property division. She was awarded $1.2 million plus interest. (Settlement Agreement.)

{¶23} This section also provides that in January of 2023, Laura filed her 2023 lawsuit in this case, alleging fraudulent transfer claims against Appellees. It states the parties entered the agreement to "settle the claims of fraudulent conveyance arising out of Michael Rossi transferring his guaranteed payments for personal services in the form of 1099 non-employee compensation from Advisor's Equity Group, LLC to Hiro Onodo, LLC and Meena Rossi." (Settlement Agreement.)

{¶24} The next section of the settlement agreement is titled "AGREEMENT." It states in part under the subheading "1. Payment to Plaintiff" that Michael will pay Laura a lump sum, which will be credited toward both the property division payment required per the domestic relations case, as well as toward the judgment in the 2018 case. (Settlement Agreement.)

{¶25} Under "2. Future Collection Actions" the agreement states in part, "Laura Rossi will not be prohibited from future collection actions against Michael" in the 2018 case or the parties' domestic relations case. However, it states: "Plaintiff covenants not to file any collection actions or lawsuit against Defendants asserting any claims related to the clams in the Lawsuit, which claims are released as set forth in ¶ 5." (Emphasis added.) (Settlement Agreement.)

{¶26} Thereafter, and also under the "AGREEMENT" heading, the settlement includes a section titled "5. Release and Discharge." This section states:

> Plaintiff hereby satisfies, releases, and forever discharges, jointly and severally, individually and collectively Defendants . . . each of the foregoing from any and all past, present, and future claims, actions, causes of action, . . . whether known or unknown, which the Plaintiff had, has, or may have arising out of the claims of fraudulent conveyance, fraudulent transfer, or other claims arising out of Michael Rossi transferring payments

> from Advisor's Equity Group, LLC to Hiro Onodo, LLC, payments made by Advisor's Equity Group, LLC to Hiro Onodo, LLC, Michael Rossi's or Meena Rossi's ownership of Hiro Onodo, LLC, any income or payments received by Michael Rossi or Meena Rossi from Hiro Onodo, LLC . . . (collectively the "Claims").

{¶27} Further, under the heading "7. Covenant not to Sue," the agreement states:

> Plaintiff covenants and agrees not to file any lawsuit or legal action regarding the Claims released herein. The foregoing covenant and agreement shall be a complete defense to any such lawsuit or legal action. This Agreement can be raised as a complete defense to and will preclude any lawsuit, legal action or proceeding to bring any released or assert any released Claims.

{¶28} Under the heading "11. Entire Settlement Agreement and Future Amendment," the settlement agreement states:

> This Agreement contains the entire Agreement between the Parties with respect to the transaction contemplated herein, supersedes all prior agreements and understandings whatsoever between the Parties and cannot be changed or amended, except by written agreement signed by all of the Parties.

{¶29} Upon reading the agreement as a whole, and giving all terms therein meaning as required, the agreement unambiguously encompasses the future claims of fraudulent transfer by Michael, including those occurring after Laura's 2023 complaint was filed, made in the same manner.

{¶30} Contrary to Laura's arguments, the parties' settlement agreement does not limit its application to the allegations in her 2023 complaint. The settlement does not state it only applies to Appellees' conduct detailed in the 2023 complaint. The agreement does not restrict or limit its parameters to certain years or dates.

{¶31} Instead, the agreement broadly defines "the Claims" which are being settled as encompassing Appellees' conduct "known and unknown." It further provides it applies to "any and all past, present, and future claims, actions, causes of action, . . . whether known or unknown, which the Plaintiff had, has, or may have arising out of the claims of

fraudulent conveyance, fraudulent transfer, or other claims arising out of Michael Rossi transferring payments."

{¶32} In light of this language, we agree with Appellees. Common, undefined words in a written instrument "will be given their ordinary meaning unless manifest absurdity results, or some other meaning is clearly evidenced from the face or overall contents of the instrument." Alexander v. Buckeye Pipe Line Co., 53 Ohio St.2d 241, (1978), paragraph two of the syllabus.

{¶33} Because the agreement is broadly written and unambiguous, it covers his subsequent fraudulent conveyances allegedly conducted in the same manner as the allegations in Laura's 2023 complaint. It is not our function to rewrite the agreement to provide an equitable result. Accordingly, Laura's sole assigned error lacks merit.

Conclusion

{¶34} Based on the foregoing, Laura's sole assignment of error lacks merit. The trial court's judgment is affirmed.

Hanni, J., concurs.

Dickey, J. concurs.

For the reasons stated in the Opinion rendered herein, the assignment of error is overruled and it is the final judgment and order of this Court that the judgment of the Court of Common Pleas of Mahoning County, Ohio, is affirmed. Costs to be taxed against the Appellant.

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.