

COURT OF APPEALS OF OHIO

**EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA**

HARMONY HARPER,	:	
	:	
Plaintiff-Appellee,	:	No. 116041
	:	
v.	:	
	:	
DEANGELO LEE,	:	
	:	
Defendant-Appellant.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: AFFIRMED
RELEASED AND JOURNALIZED: October 1, 2026

Civil Appeal from the Cuyahoga County Common Pleas Court
Domestic Relations Division
Case No. DR-24-402629

Appearances:

Milton and Charlotte Kramer Law Clinic, Case Western Reserve University School of Law, Andrew S. Pollis, Supervising Attorney, and Alexander M. Dantoulis, Legal Intern, *for appellee*.

DeAngelo Lee, *pro se*.

MICHELLE J. SHEEHAN, A.J.:

{¶ 1} Defendant-appellant DeAngelo Lee appeals the trial court's judgment entry granting a divorce to Lee and plaintiff-appellee Harmony Harper. He raises six assignments of error for our review:

1. The trial court abused its discretion by failing to classify Appellant's documented labor contributions — including Appellee's own admissions of mechanical repairs — as active appreciation of separate property under R.C. § 3105.171(A)(3)(a)(iii) and *Middendorf v. Middendorf*, 82 Ohio St.3d 397 (1998).

2. The trial court abused its discretion by failing to conduct the mandatory post-invalidating equitable analysis under *Gross v. Gross*, 11 Ohio St.3d 99 (1984), after setting aside the prenuptial agreement, preserving the agreement's exclusionary effect through inaction.

3. The trial court abused its discretion by (a) failing to address Appellee's financial misconduct in marketing property mid litigation and collecting undisclosed rental income under R.C. § 3105.171(E)(5); and (b) denying Appellant adequate discovery necessary to support his active appreciation and financial misconduct claims.

4. The trial court erred as a matter of law by failing to apply R.C. § 3105.171 as amended by H.B. 96, 136th General Assembly, effective September 30, 2025 — the operative statute governing the November 18, 2025 trial.

5. The trial court abused its discretion by assigning 100% of forensic and appraisal costs to Appellant and 60% of court costs without adequate statutory findings under Civ.R. 54(D) and R.C. § 2323.51.

6. The trial court's cumulative case management errors — including denial of adequate discovery, structural deprivation of expert access, denial of a continuance following a family death, and sua sponte advocacy-style questioning — collectively deprived Appellant of a fundamentally fair hearing under the Fourteenth Amendment and Ohio Const., Art. I, § 16.

{¶ 2} After a thorough review of the record and Lee's arguments, we find no error or abuse of discretion on the part of the trial court in finding the parties incompatible, dividing their property and debts, allocating costs, and granting them a divorce. We therefore affirm the trial court's judgment.

I. Procedural History and Factual Background

{¶ 3} Harper and Lee were married on December 31, 2023, and separated in October 2024. They did not have children together. Harper filed an amended complaint for divorce in June 2025. The matter proceeded to trial in November 2025, where the following evidence was presented.

A. Divorce Trial

{¶ 4} Harper testified that she lives in a home she owns on Wade Avenue in Cleveland. After she and Lee married, they lived separately until April 2024. In April 2024, Lee moved in with her at her residence on Cedar Road in Euclid. In June 2024, they moved into the home owned by Harper on Wade Avenue. Harper testified that Lee moved out in October 2024.

{¶ 5} Harper stated that in January 2024, while on their honeymoon in Las Vegas, Lee physically abused her. Harper stated that is why they did not live together for the first four months of their marriage.

{¶ 6} Harper explained that prior to their marriage, she and Lee entered into a prenuptial agreement. They drafted it together through an online service. They signed it together and had it notarized. Harper stated that she was “just trying to protect what [her] parents left [her].” She agreed that exhibits A and B, which were referred to in the agreement, were not attached to the prenuptial agreement.

{¶ 7} Harper stated that for about the first six months of their marriage, until June 2024, she worked part-time at a commercial real estate company approximately 15 to 20 hours per week. The company paid her \$22 per hour. She

said that she could no longer work there due to Lee verbally and emotionally abusing her. She had not worked since June 2024.

{¶ 8} Harper owned four properties and an adjacent vacant lot to one of the properties. Harper's properties were either inherited from her mother, purchased before the marriage, or purchased with inheritance funds that she received from her mother.

{¶ 9} Harper testified that her parents passed away in 2021. She inherited approximately \$400,000 from her mother, a 2018 Acura, and a home on Williamson Road in Meadville, Pennsylvania. She inherited approximately \$10,000 from her father. She sold the 2018 Acura and purchased a newer Acura.

{¶ 10} Harper purchased a home on Wade Avenue in Cleveland with her inheritance money in September 2021. Additionally, she purchased a vacant lot that was adjacent to her home on Wade Avenue in July 2024 through the "Side Yard Program" for approximately \$500. She also purchased an investment property on Homecroft Road in Meadville, Pennsylvania with her inheritance funds.

{¶ 11} Harper began renting the home that she inherited from her mother, the Williamson Road home, in April 2025 for \$1,595 per month. She stated that the mortgage payment for the home was \$600 per month. During the marriage, a couple rented it for a few months, but she could not remember the dates.

{¶ 12} Harper stated that she never commingled her inheritance funds with marital property. She stated that Lee did not know the value of the funds and never had access to them.

{¶ 13} Harper testified that she paid all living expenses during the time that they lived together. She said that Lee never contributed anything toward the household bills. For the first few months of marriage, Lee would buy dinner when they went out but not after March 2024. She further stated that she essentially supported him throughout the marriage.

{¶ 14} In addition to the homes on Wade Avenue, Homecroft Road, and Williamson Road, Harper owned a condominium on Cedar Road in Cleveland, which she purchased in September 2020. She still owed approximately \$35,000 on the Cedar Road condominium. She said that Lee never contributed anything to the condominium.

{¶ 15} Harper testified that from 2019 until her mother's death in 2021, she worked at Flexjet. She has a 401K from Flexjet. The balance is approximately \$15,000. Harper also has an IRA that is worth approximately \$4,000, which she started with her inheritance funds. She also opened an investment account at Edward Jones with her inheritance funds for \$15,000 but withdrew some funds from it to pay her divorce attorney.

{¶ 16} Harper explained that she has student loans, which she incurred prior to the marriage. She also owes attorney fees, which she was requesting the court to order Lee to pay. And she has credit card debt of approximately \$10,000, which she said she would pay.

{¶ 17} Harper testified that she did not want to move into the Wade Avenue property when she and Lee did because it was not finished. She explained that it did

not have a working kitchen, there was no heat, and there were no doors to any of the bedrooms. She also stated that there was no sink in the bathroom and no shower until October 2024.

{¶ 18} Harper said that she and Lee “worked together on minor things” at the home on Williamson Road. She also paid him to do “seven things” at the Homecroft home, but he only completed one of them. Harper entered receipts totaling \$7,300 that she paid Lee through Venmo and Zelle “for the supplies and different things.” She believed that she paid him approximately \$3,000 more but did not have a record of the payments.

{¶ 19} Harper explained that they had originally agreed to get a dissolution without using attorneys but Lee would not sign the papers and told her that he was “going to get everything.” She said that he continued “to prolong the process” and cause her substantial attorney fees. She testified that they “consummated the marriage” only one time in May 2024 and he moved out in October 2024. Rather than pay \$150 for a dissolution, she now has had to pay a significant amount more.

{¶ 20} Harper further stated that Lee left her basement at the Wade home “completely trashed.” She had to pay \$1,000 to have it cleaned.

{¶ 21} Harper was not seeking spousal support and did not think that she should have to pay spousal support to Lee. She was not seeking anything financial from Lee except attorney fees and costs.

{¶ 22} On cross-examination, Harper agreed that there “was labor performed” at the Wade home from January until June 2024. She agreed that there

was painting done. She agreed that Lee and another person tiled the porch, but she said she paid the other person to help Lee. She would not agree that Lee fixed the banister and steps to the porch because Lee did not complete them. She agreed that Lee installed five fans that she purchased. She also agreed that Lee installed a showerhead and mirror in the bathroom.

{¶ 23} Harper further agreed on cross-examination that they traveled to Meadville, Pennsylvania to make property improvements, including painting and power washing.

{¶ 24} Lee testified that he worked at least 30 hours per week on Harper's properties, for a total of about 1,500 hours. He wanted to be paid \$30 per hour, which amounted to \$54,600, which he was seeking from Harper for the labor that he completed on her properties. He said that he spent money at Home Depot on paint, lumber, and cement. Although he said that he had receipts for everything, he did not enter any of them as exhibits. But then he admitted that Harper had already reimbursed him for the supplies that he purchased. He further stated that he believed that Harper had a "fiduciary duty" to inform him about her inheritance.

{¶ 25} Lee told the court that he did not earn any money from 2020 to 2023. He said that in 2024, he earned "maybe a little over \$3,000." He also said that he turned down "an insurance job," where he would have made approximately \$6,500. He estimated that, at the time of trial, he had made approximately \$10,000 in 2025, mostly from Uber.

{¶ 26} On cross-examination, Lee testified that he lived on Cedar Road in South Euclid. He purchased the home in April 2025. He said that he paid \$37,000 for the home but that it was through a land contract. He paid \$10,000 as a down payment on the home.

{¶ 27} He stated that he had been employed for two weeks at UPS in November or December 2024. He said that he also owned a business during the marriage, Airport Transportation Service, but he did not earn any money from that business during the marriage. He also owns a construction company, Lee Construction, and does “rehab work.” And he owns a company called Turbo Realty, which he “set up to flip houses.” Turbo Realty was not active “during the marriage.” None of the companies owned by Lee earned any income during the marriage. He admitted that he did not recall paying any household bills during the marriage.

{¶ 28} Lee stated that he worked on three of Harper’s real properties during the marriage; two were located on Wade Avenue and Cedar Road in Cleveland, and one was located in Meadville, Pennsylvania. But he agreed that he did not work on any major renovations or additions to the properties. He agreed that Harper paid him over \$7,000 for work that was done on those homes but stated that he used that money to pay other contractors who helped him with the work. He stated that he did not keep any of the money for himself.

B. Trial Court’s Judgment

{¶ 29} The trial court found that the prenuptial agreement was not valid because the parties never filled out any of the exhibits that were listed in the

agreement. Further, Harper did not fully disclose her property to Lee before they signed the agreement.

{¶ 30} The trial court found that Harper established that she paid Lee over \$7,000 for work that he did on her properties. It further found that Lee “failed to provide any tangible, credible evidence to support his request for \$54,600.00” from Harper.

{¶ 31} The trial court listed the parties’ property, real and personal, and their debt that was testified to at trial and ordered that Harper retain her real property, and Lee retain his real property. The trial court ordered that they each retain the vehicle that is in their name, that they each be responsible for the debt in their own name, and that they each retain their own bank accounts, investments, and retirement accounts. The court did not find that spousal support was warranted in this case and ordered that each party be responsible for their own attorney fees. It ordered that Lee pay 60 percent of the court costs and Harper pay the remaining amount. It is from this judgment that Lee now appeals.

II. Law and Analysis

A. Marital and Separate Property

{¶ 32} In his first assignment of error, Lee argues that the trial court abused its discretion by not classifying appreciation on Harper’s separate property that occurred over the duration of the marriage as marital. Lee acknowledges that Harper’s properties are not marital property, but he contends that under *Middendorf v. Middendorf*, 82 Ohio St.3d 397 (1998), the appreciation on the

properties over the duration of the marriage was marital property because he contributed in-kind labor to the property.

{¶ 33} In determining whether assets are marital or separate, the trial court is governed by R.C. 3105.171. Marital property generally includes all property acquired by either party during the marriage as well as the appreciation of separate property due to the labor, monetary, or in-kind contributions of either party during the marriage. R.C. 3105.171(A)(3)(a)(i) and (iii). Trial courts must divide marital property equitably between the spouses. R.C. 3105.171(B). Usually, this requires that marital property be divided equally. R.C. 3105.171(C)(1). “However, if the trial court determines that an equal division would produce an inequitable result, it must divide the property in a way it deems equitable.” *O’Rourke v. O’Rourke*, 2010-Ohio-1243, ¶ 15 (4th Dist.); R.C. 3105.171(C)(1).

{¶ 34} Marital property does not include separate property. R.C. 3105.171(A)(3)(b). “Separate property” includes all real and personal property that was acquired by one spouse prior to the marriage and any “passive income and appreciation acquired from separate property by one spouse during the marriage.” R.C. 3105.171(A)(6)(a)(ii) and (iii). Separate property commingled with marital property remains as separate property unless it becomes no longer traceable. R.C. 3105.171(A)(6)(b). Thus, traceability becomes the focus in determining whether separate property has lost its character after being commingled with marital property. *Peck v. Peck*, 96 Ohio App.3d 731, 734 (12th Dist. 1994).

{¶ 35} “When either spouse makes a contribution, whether monetary, labor, or in kind, that causes an increase in the value of separate property, the increase in the value is active appreciation and deemed marital property.” *Salameh v. Salameh*, 2019-Ohio-5390, ¶ 56 (5th Dist.). “However, appreciation as a result of an increase in the fair market value of separate property due to its location or inflation, however, is considered passive income.” *Id.*

{¶ 36} A trial court has broad discretion to divide property in divorce cases. *Middendorf*, 82 Ohio St.3d at 401, citing *Berish v. Berish*, 69 Ohio St.2d 318 (1982). Thus, a trial court’s decision on property division in a divorce case will be upheld absent an abuse of discretion. *Id.*, citing *Holcomb v. Holcomb*, 44 Ohio St.3d 128 (1989), and *Martin v. Martin*, 18 Ohio St.3d 292, 294-295 (1985). An abuse of discretion “implies that the court’s attitude is unreasonable, arbitrary or unconscionable.” *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983). We must be mindful that when applying the abuse-of-discretion standard, “we should not substitute our judgment for that of the trial court.” *Mills v. Mills*, 2025-Ohio-452, ¶ 28 (8th Dist.), citing *Martin* at 295.

{¶ 37} As we stated, Lee concedes that Harper’s real property is separate property. But he maintains that the trial court misapplied *Middendorf* and abused its discretion when it failed to award him any appreciation that Harper’s real property gained from his labor during the marriage.

{¶ 38} In *Middendorf*, the Ohio Supreme Court explained that “[t]he plain language of R.C. 3105.17(A)(3)(a)(iii) unambiguously mandates that when either

spouse makes a labor, money, or an in-kind contribution that causes an increase in the value of separate property, that increase in value is deemed marital property.” *Id.* at 400, citing *Kotkowski v. Kotkowski*, 1995 Ohio App. LEXIS 2100 (11th Dist. May 19, 1995), and *Hansen v. Hansen*, 1992 Ohio App. LEXIS 6191 (11th Dist. Dec. 11, 1992).

{¶ 39} In this case, however, Lee requested \$54,000 at trial for his in-kind labor performed on some of Harper’s properties. Although he mentioned appreciation during his closing arguments, he did not discuss appreciation at all during his direct testimony or cross-examination of Harper. Indeed, he told the trial court that he worked approximately 1,500 hours on Harper’s properties and should be paid \$30 per hour for his work.

{¶ 40} After review, we find no abuse of discretion on the part of the trial court in its decision to not award Lee \$54,000. Lee presented only vague testimony about the labor he purportedly performed on Harper’s properties, without any other evidence or documentation. And although Harper admitted that Lee painted and performed some work, she said that he only completed one of seven projects that he said he would do. As noted by the trial court, Lee did not earn any income in the three years leading up to the parties’ marriage, and, during the ten months that they were together before they separated, he only earned about \$3,000.

{¶ 41} Lee further argues that rental income is marital property and, thus, the trial court should have made findings regarding Harper’s rental income at the Williamson Road home. Harper only earned rental income on her separate

property. Thus, the trial court properly ordered that Lee “shall not be entitled to any rental proceeds” from this separate property.

{¶ 42} Accordingly, we find no merit to Lee’s argument and overrule his first assignment of error.

B. Prenuptial Agreement

{¶ 43} In his second assignment of error, Lee argues that the trial court should have determined whether the prenuptial agreement was fabricated. He claims that it was not the agreement that he signed and, thus, Harper committed fraud on the court. He further claims that the trial court erred when it failed to conduct “the property analysis entirely anew under R.C. 3105.171” after it found the prenuptial agreement was not valid.

{¶ 44} In support of his arguments, Lee relies on *Fletcher v. Fletcher*, 68 Ohio St.3d 464 (1994), and *Gross v. Gross*, 11 Ohio St.3d 99 (1984). These cases essentially held that prenuptial agreements are valid and enforceable in Ohio but they must meet the additional test of conscionability at the time of the divorce or separation. *Fletcher* at paragraphs one and two of the syllabus; *Gross* at paragraphs one through four of the syllabus. Here, the trial court found that the prenuptial agreement was not valid and, thus, *Fletcher* and *Gross* are not applicable here. Further, the trial court conducted an independent review of the parties’ property as it was required to do under R.C. 3105.171.

{¶ 45} Thus, we find no merit to the arguments in Lee’s second assignment of error and overrule it.

C. Willful Financial Misconduct

{¶ 46} In his third assignment of error, Lee argues that Harper “marketed a marital-interest property for rental mid-litigation and collected undisclosed rental income without court authorization.” He contends that her “acts constitute willful financial misconduct triggering R.C. 3105.171(E)(5)’s distributive award up to three times the value of undisclosed assets” and “[t]he trial court’s silence” on this issue “is reversible error.”

{¶ 47} Lee first argues that Harper listed the Wade home for rent while their divorce was actively pending. He claims that “[s]he did so without court authorization, notice to [him], or disclosure of proceeds.” He asserts that this was a “willful violation of R.C. 3105.171(E)(3).”

{¶ 48} R.C. 3105.171(E)(3) provides that “[t]he court shall require each spouse to disclose in a full and complete manner all marital property, separate property, and other assets, debts, income, and expenses of the spouse.” The burden of proving financial misconduct is on the complaining party. *Smith v. Emery-Smith*, 2010-Ohio-5302, ¶ 50 (11th Dist.). “A spouse commits ‘financial misconduct’ where he or she engages in intentional conduct by which he or she either profits from the misconduct or intentionally defeats the other spouse’s interest in marital assets.” *A.E. v. J.E.*, 2024-Ohio-1785, ¶ 29 (8th Dist.), quoting *Victor v. Kaplan*, 2020-Ohio-3116, ¶ 138 (8th Dist.).

{¶ 49} First, we note that the property was Harper’s separate property. But also, the pages of the transcript that Lee cites to in support of his financial-

misconduct argument reveal that although Harper listed the Wade home as a rental, she did so “just to get feelers.” She said that she did not really get any. She further testified, “I kind of posted it and took it down.” There was no income to report. Based on this testimony, Harper did not commit financial misconduct.

{¶ 50} Lee further argues that the trial court “compounded” its error when it authorized “a unilateral pretrial sale of the parties’ 2007 BMW Z4 before it ever performed the classification and division analysis that R.C. 3105.171 requires.” However, Lee did not oppose Harper’s motion to sell the car. He therefore waived his right to challenge the issue on appeal.

{¶ 51} Lee also makes several arguments claiming that Harper committed financial misconduct regarding the Homecroft home, although it is hard to decipher what Lee is asserting. We have reviewed these arguments and to the extent that we can construe his arguments regarding this property, we find no financial misconduct and summarily overrule them.

{¶ 52} Finally, he contends that Harper committed financial misconduct because she collected “undisclosed rental property” during the marriage on the Williamson Road property. Harper established, however, that her mother left her the Williamson Road property when she passed away in 2021. Therefore, the Williamson Road property was separate property and the rental income that she collected on it was also her separate property.

{¶ 53} Lee makes several more arguments within this assignment of error that have nothing to do with financial misconduct, including that the trial court (1)

denied his motion for a continuance, (2) sua sponte questioned witnesses, and (3) improperly ruled against him on discovery disputes. These arguments, however, are beyond the scope of his assigned error, and thus, we need not address them. App.R. 16(A)(3), (4), and (7). The third assignment of error is overruled.

D. R.C. 3105.171

{¶ 54} In his fourth assignment of error, Lee seems to be arguing that the trial court did not apply the newly amended R.C. 3105.171 to his and Harper’s divorce proceeding. He asserts that under the new statute, “during the marriage” is defined as “the date of the marriage through the date of the final hearing, with equitable alternatives available if application of that default would be inequitable.” However, the trial court concluded that the duration of the marriage was from December 31, 2023, to November 18, 2025, which was the date of the final hearing. Lee does not explain how the trial court erred in applying the newly amended statute, and we find no error based on our review of the record.

{¶ 55} Lee also argues that the trial court made no written findings regarding the duration of the marriage as required by R.C. 3105.171(G), which provides that a trial court “shall make written findings of fact that support the determination that the marital property has been equitably divided and shall specify the dates it used in determining the meaning of ‘duration of marriage.’” A review of the judgment entry, however, reveals that the trial court made all required findings.

{¶ 56} We find no merit to Lee’s fourth assignment of error and overrule it.

E. Allocation of Costs

{¶ 57} In his fifth assignment of error, Lee argues that the trial court erred when it assigned “100% of forensic and appraisal costs to [him] and 60% of court costs to [him] without adequate statutory findings.”

{¶ 58} “The award of costs in a divorce proceeding are matters committed to the trial court’s sound discretion.” *Koblitz v. Koblitz*, 2005-Ohio-6723, ¶ 49 (8th Dist.), citing *Williams v. Williams*, 116 Ohio App.3d 320, 328 (6th Dist. 1996). We review a trial court’s ruling on costs for an abuse of discretion. *D’Hue v. D’Hue*, 2002-Ohio-5857, ¶ 120 (8th Dist.).

{¶ 59} Lee first argues that the trial court erred when it ordered him to pay 100 percent of the forensic costs. The trial court’s order regarding this allocation was due to Lee’s own motion when he moved the court to retain an expert. The court permitted him to do so but ordered that he pay the costs for the expert. We find no abuse of discretion on the part of trial court in ordering him to pay the associated costs of any expert that he wanted to hire.

{¶ 60} Next, Lee argues that the trial court erred in allocating 60 percent of the court costs to him and only 40 percent to Harper. The trial court found this division of costs to be equitable because Lee filed “many frivolous filings and instructed the Clerk of Courts to serve his motions via certified mail, which has run up the court costs in this matter unnecessarily.”

{¶ 61} Civ.R. 54(D) provides that, “[e]xcept when express provision therefor is made either in a statute or in these rules, costs shall be allowed to the prevailing

party unless the court otherwise directs.” Lee contends that he requested the clerk to send his motions via certified mail “to ensure documented service precisely because the [c]lerk’s office had failed to process his filings.” Lee does not provide any citations to the record, however, where the clerk failed to process his filings. *See* App.R. 16(A)(6) and (7). Accordingly, we conclude that Lee has not shown that the trial court abused in discretion in ordering him to pay 60 percent of the costs of the divorce proceedings. The fifth assignment of error is overruled.

F. Cumulative Error and Due Process

{¶ 62} In his sixth and final assignment of error, Lee argues that cumulative error throughout the divorce proceeding prejudiced his right to a fair trial. Because we have found no error on the part of the trial court, however, Lee’s sixth assignment of error has no merit and is overruled.

{¶ 63} Judgment affirmed.

It is ordered that appellee recover from appellant the costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas court, domestic relations division, to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MICHELLE J. SHEEHAN, ADMINISTRATIVE JUDGE

LISA B. FORBES, J., and
MICHAEL JOHN RYAN, J., CONCUR