[Cite as *Jardine v. Jardine*, 2026-Ohio-4574.]

COURT OF APPEALS OF OHIO

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JASON G. JARDINE,	:	
Plaintiff-Appellant/ Cross-Appellee,	:	No. 115967
v.	:	
CRYSTAL T. JARDINE, ET AL.,	:	
Defendant-Appellee.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: REVERSED AND REMANDED
RELEASED AND JOURNALIZED: November 19, 2026

Civil Appeal from the Cuyahoga County Court of Common Pleas
Domestic Relations Division
Case No. DR-20-383667

Appearances:

Stafford Cruz Law Company and Nicole A. Cruz, *for appellant/cross-appellee.*

Thrasher, Dinsmore & Dolan, LPA, Tim L. Collins and Elizabeth E. Collins; Brennan Manna & Diamond, LLC, Donald W. Davis, Jr., and Elizabeth Shivley Boatwright, *for appellee/cross-appellant* Mark E. Dottore.

Flowers & Grube, Louis Grube and Joseph Shell, *for appellee* Crystal T. Jardine.

WALDICK, J.

{¶1} This case involves an appeal and a cross-appeal from judgments entered by the Cuyahoga County Court of Common Pleas, Domestic Relations Division, in a divorce proceeding. Plaintiff-appellant/cross-appellee, Jason Jardine ("Jason"), appeals the judgment of divorce granted to him and defendant-appellee, Crystal Jardine ("Crystal"), and he further appeals two judgments of the trial court relating to a receivership in the divorce case, in which appellee/cross-appellant, Mark Dottore ("Dottore"), served as the court-appointed receiver. In the cross-appeal, Dottore appeals two judgments of the trial court relating to the receivership.

{¶2} For the reasons set forth below, we reverse the judgment of divorce and, as a result of that decision, find that the remaining assignments of error are moot at this time.

Factual and Procedural Overview

{¶3} Jason and Crystal were married on August 30, 1997. On December 29, 2020, Jason filed a complaint for divorce against Crystal in the trial court. The divorce case was initially assigned to the docket of Judge Tonya Jones.

{¶4} On February, 2, 2021, Crystal filed an answer and counterclaim for divorce.

{¶5} On March 19, 2021, Crystal filed a motion requesting the appointment of a receiver in the case, asserting that a receiver was necessary

to oversee the funeral homes, related businesses, and other properties owned by Jason and Crystal. On March 22, 2021, Crystal filed an emergency motion to appoint a receiver. On March 30, 2021, Jason filed a brief in opposition to Crystal's motions seeking the appointment of a receiver.

{¶6} On July 14, 2021, Judge Jones filed a judgment entry appointing Dottore as a receiver over five of the Jardines' business entities. In that judgment entry, the trial court found that both parties had been reallocating large sums of money without any explanation, oversight, or care of the state of the parties' businesses. The trial court therefore found that the appointment of a receiver was necessary to preserve assets and protect the interests of both parties during the pendency of the divorce litigation.

{¶7} On July 16, 2021, Jason filed a notice of appeal of the July 14, 2021 judgment establishing the receivership.

{¶8} On May 26, 2022, this Court affirmed the July 14, 2021 decision of the trial court in *Jardine v. Jardine*, 2022-Ohio-1754 (8th Dist.).

{¶9} On May 26, 2022, Dottore filed a motion requesting that the trial court amend its original appointment order to include more specific identification of the bank accounts and real property subject to the appointment order. On June 7, 2022, Dottore filed an emergency amended motion to revise the appointment order. On June 9, 2022, Jason filed a brief opposing both of those motions.

{¶10} On July 7, 2022, Dottore filed his first receiver's report, for the period of July 14, 2021 through June 30, 2022. The report included an invoice in the amount of $81,098.75 for receiver's fees, and an invoice in the amount of $13,748 for the fees of the receiver's legal counsel.

{¶11} On August 9, 2022, Judge Jones filed a judgment entry recusing herself from the case, to avoid any appearance of impropriety or conflict of interest. Three days later, Judge Jones filed a "Judgment Entry Nunc Pro Tunc of Recusal." That entry reiterated Judge Jones' withdrawal from the case but then also reassigned the case to the docket of Judge Leslie Ann Celebrezze.

{¶12} On August 17, 2022, Judge Celebrezze filed a judgment entry ordering that the case be reassigned to herself, after noting that Judge Jones had removed herself from the matter.

{¶13} On August 26, 2022, Dottore filed his second receiver's report, for the period of July 1, 2022 through July 31, 2022. The report included an invoice in the amount of $21,503.75 for receiver's fees, and an invoice in the amount of $4,130.00 for the fees of the receiver's legal counsel.

{¶14} On August 29, 2022, Dottore filed a supplemental brief in support of his prior motion to amend the appointment order.

{¶15} On August 30, 2022, Judge Celebrezze filed an amended order modifying the receivership. The amended order modifying the receivership authorized Dottore to take possession and control of all of the Jardines'

marital real and personal property, including the couple's business property and non-business property. The amended order then, in great detail, authorized Dottore to take immediate possession, control, and management of essentially all aspects of the Jardines' businesses. Judge Celebrezze's amended order further provided that the receiver and his agents that may be appointed by the court, including his attorneys, were entitled to reasonable compensation for services rendered, and authorized Dottore to pay such fees and expenses to himself or his attorneys out of the receivership estate, without further order of the court, after the expiration of ten days following the service of any fee application on the parties, if no objection was filed. In the event an objection was filed to a fee application submitted by Dottore, the amended order provided that the trial court would consider the objection in the ordinary course. The August 30, 2022 judgment entry filed by Judge Celebrezze also enjoined the parties in the case, their attorneys and other agents, as well as all other persons, firms, or corporations, from bringing any type of claim against Dottore without first obtaining permission from the appointing court.

{¶16} On September 1, 2022, Dottore filed a motion seeking an order from the trial court approving the receiver's fees and the receiver's legal counsel's fees for the period of July 14, 2021 through August 25, 2022. That motion requested payment to Dottore in the amount of $102,602.50 and payment to Dottore's attorneys in the amount of $7,892.50 to one law firm,

Whitmer and Ehrman, LLC, and in the amount of $25,513.26 to a second law firm, Thrasher, Dinsmore & Dolan.

{¶17} On September 2, 2022, Jason filed a motion to reconsider the August 30, 2022 amended order modifying the receivership. In that motion, Jason argued that, under the terms of Dottore's initial appointment as receiver, the receivership had already terminated, that Dottore had made misleading claims to justify reappointment, and that Jason had no opportunity to respond to Dottore's supplemental brief before Judge Celebrezze ruled on Dottore's motion. Dottore opposed the motion for reconsideration.

{¶18} On September 21, 2022, Judge Celebrezze filed a judgment entry granting Dottore's motion seeking authorization for payment of the receiver's fees and the receiver's legal counsel's fees for the period of July 14, 2021 through August 25, 2022.

{¶19} On October 6, 2022, Dottore filed his third receiver's report, for the period of August 26, 2022 through September 30, 2022. The report included an invoice in the amount of $31,122.50 for receiver's fees, and an invoice in the amount of $15,765 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶20} On November 9, 2022, Dottore filed his fourth receiver's report, for the period of October 1, 2022 through October 31, 2022. The report included an invoice in the amount of $15,155 for receiver's fees, and

an invoice in the amount of $11,455 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶21} On November 11, 2022, Jason filed four motions relating to the receivership. In those motions, Jason sought to remove Dottore as receiver, arguing that the receiver had acted beyond the scope of the appointment, that the fees and expenses charged by the receiver were excessive, that Dottore had acted inappropriately in his lack of candor and transparency with the court, and that Dottore had improperly aligned himself with Crystal. Jason also sought an order for an accounting of the overpayment of funds to Crystal, asserting that Dottore had paid Crystal significantly higher wages and income than Jason. Jason sought an order disgorging the alleged overpayments to Crystal. Jason also moved for an evidentiary hearing and a stay on any further disbursements of Dottore's receiver's fees and expenses. Jason argued that the fees and expenses incurred by and paid to Dottore resulted from Dottore acting outside the scope of the authority granted to him by the court, and that to permit Dottore to continue to pay himself and his representatives substantial fees and expenses would cause irreparable harm to the parties and the marital estate.

{¶22} On November 21, 2022, Dottore moved for an order authorizing him to sell certain marital property, being real property located on Royalton Road in Strongsville, Ohio, in order to transfer the interests of the lienholders on that property to the proceeds of the proposed sale.

{¶23} On December 1, 2022, Judge Celebrezze filed a judgment entry setting forth the terms of a partial settlement reached by Jason and Crystal with regard to the division of some of the property at issue in the divorce.

{¶24} On December 8, 2022, Dottore filed his fifth receiver's report, for the period of November 1, 2022 through November 30, 2022. The report included an invoice in the amount of $15,908.75 for receiver's fees, and an invoice in the amount of $19,317.50 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶25} On December 13, 2022, Dottore filed a modified motion seeking an order authorizing the sale of the real property on Royalton Road in Strongsville, which Judge Celebrezze granted by judgment entry filed on December 14, 2022. On December 21, 2022, Jason appealed the trial court's December 14, 2022 order but, on January 4, 2023, voluntarily dismissed the appeal.

{¶26} On January 6, 2023, Dottore filed his sixth receiver's report, for the period of December 1, 2022 through December 31, 2022. The report included an invoice in the amount of $10,910 for receiver's fees, and an invoice in the amount of $15,122.50 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶27} On February 8, 2023, Dottore filed a motion to vacate the sale order relating to the Royalton Road property on the basis that the deal with

the initial purchaser had fallen through, which was granted by Judge Celebrezze on February 9, 2023.

{¶28} On February 10, 2023, Dottore again filed a motion for an order authorizing the sale of the Royalton Road property. On February 14, 2023, Judge Celebrezze filed an order approving the sale of the property.

{¶29} On February 14, 2023, Dottore filed his seventh receiver's report, for the period of January 1, 2023 through January 31, 2023. The report included an invoice in the amount of $11,283.75 for receiver's fees, and an invoice in the amount of $10,337.50 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶30} On February 27, 2023, Jason filed an objection to Dottore's request for payment of fees and expenses.

{¶31} On March 10, 2023, Dottore filed his eighth receiver's report, for the period of February 1, 2023 through February 28, 2023. The report included an invoice in the amount of $12,020 for receiver's fees, and an invoice in the amount of $14,355.45 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶32} On March 24, 2023, Judge Celebrezze filed an order approving Dottore's fees and those of his legal counsel for the period of February 1, 2023 through February 28, 2023.

{¶33} On April 10, 2023, Dottore filed his ninth receiver's report, for the period of March 1, 2023 through March 31, 2023. The report included

an invoice in the amount of $14,776.25 for receiver's fees, and an invoice in the amount of $19,854.98 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶34} On May 3, 2023, Jason filed an objection to Dottore's ninth receiver's report and to the continued payment of receiver's fees and expenses.

{¶35} On May 12, 2023, as amended by a second filing also on May 12, 2023, Dottore filed his tenth receiver's report, for the period of April 1, 2023 through April 30, 2023. The report included an invoice in the amount of $12,320 for receiver's fees, and an invoice in the amount of $22,126.92 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶36} On May 18, 2023, Jason filed an affidavit of disqualification in the Supreme Court of Ohio, seeking to remove Judge Celebrezze from the case.

{¶37} On June 15, 2023, Dottore filed his eleventh receiver's report, for the period of May 1, 2023 through May 31, 2023. The report included an invoice in the amount of $9,843.75 for receiver's fees, and an invoice in the amount of $19,847.50 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶38} On June 21, 2023, Jason filed an objection to Dottore's eleventh receiver's report.

{¶39} On July 19, 2023, Dottore filed his twelfth receiver's report, for the period of June 1, 2023 through June 30, 2023. The report included an invoice in the amount of $7,728.75 for receiver's fees, and an invoice in the amount of $10,192.75 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶40} On August 18, 2023, the Chief Justice of the Ohio Supreme Court issued a decision disqualifying Judge Celebrezze from the case, finding that Judge Celebrezze's failure, as administrative judge, to randomly reassign the divorce case after Judge Jones' recusal had violated court rules and created an appearance of impropriety warranting Judge Celebrezze's disqualification. *Jardine v. Jardine (In re Celebrezze)*, 2023-Ohio-4383. On that same date, Judge Celebrezze then filed a judgment entry recusing herself from the case.[1]

{¶41} On August 23, 2023, Dottore filed his thirteenth receiver's report, for the period of July 1, 2023 through July 31, 2023. The report included an invoice in the amount of $8,107.50 for receiver's fees, and an

[1] On December 22, 2025, Celebrezze resigned from her judicial office. On January 13, 2026, the Supreme Court of Ohio suspended Celebrezze from the practice of law for two years, with one year stayed, as a result of her unethical conduct in this case and others, much of which related to her appointing or recommending Dottore as receiver or mediator in cases, and failing to notify the parties in those cases of her close personal relationship with Dottore, whom the Ohio Supreme Court characterized as Celebrezze's "long-term friend and love interest." *Disciplinary Couns. v. Celebrezze*, 2026-Ohio-45.

invoice in the amount of $7,511 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶42} On September 5, 2023, a visiting trial court judge, Judge Debra Boros, was assigned by the Supreme Court of Ohio to preside over the case.

{¶43} On September 13, 2023, Jason filed a renewed motion to remove Dottore as receiver and a motion to disgorge receiver fees and expenses.

{¶44} On September 14, 2023, Jason filed an objection to the thirteenth receiver's report.

{¶45} On September 26, 2023, Dottore filed his fourteenth receiver's report, for the period of August 1, 2023 through August 31, 2023. The report included an invoice in the amount of $13,267.50 for receiver's fees, and an invoice in the amount of $22,940.26 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶46} On October 4, 2023, Jason filed an objection to the fourteenth receiver's report.

{¶47} On October 5, 2023, Jason filed a motion for leave to raise claims against receiver, seeking authorization from the trial court to file a lawsuit against Dottore on the basis of the receiver's alleged negligence and breach of fiduciary duties.

{¶48} On October 20, 2023, Dottore filed his fifteenth receiver's report, for the period of September 1, 2023 through September 30,

2023. The report included an invoice in the amount of $11,722.50 for receiver's fees, and an invoice in the amount of $31,854.76 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶49} On January 10, 2024, Dottore filed his sixteenth receiver's report, for the period of October 1, 2023 through October 31, 2023. The report included an invoice in the amount of $10,498.75 for receiver's fees, and an invoice in the amount of $33,260.88 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶50} On January 10, 2024, Dottore also filed his seventeenth receiver's report, for the period of November 1, 2023 through November 30, 2023. The report included an invoice in the amount of $5,817.50 for receiver's fees, and an invoice in the amount of $42,275.00 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶51} On January 17, 2024, Jason filed an objection to Dottore's sixteenth and seventeenth receiver's reports.

{¶52} On January 25, 2024, Dottore filed his eighteenth receiver's report, for the period of December 1, 2023 through December 31, 2023. The report included an invoice in the amount of $10,660 for receiver's fees, and an invoice in the amount of $53,507.54 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶53} On February 8, 2024, Jason filed a renewed motion for leave to raise claims against the receiver.

{¶54} On February 9, 2024, Jason filed a motion for an accounting by the receiver, requesting that Dottore be ordered to provide an accounting of all funds received and/or distributed by the receivership.

{¶55} On February 13, 2024, the trial court filed a judgment entry summarily denying Jason's February 8, 2024 motion for leave to raise claims against the receiver.

{¶56} On February 14, 2024, Dottore filed his nineteenth receiver's report, for the period of January 1, 2024 through January 31, 2024. The report included an invoice in the amount of $23,082.50 for receiver's fees, and an invoice in the amount of $22,322.50 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶57} On March 13, 2024, Jason filed an appeal of the trial court's February 13, 2024 decision denying Jason's motion for leave to raise claims against the receiver. On April 19, 2024, this Court dismissed the appeal for lack of a final, appealable order. *Jardine v. Jardine*, CA-24-113727 (8th Dist. 2024).

{¶58} On March 15, 2024, Dottore filed his twentieth receiver's report, for the period of February 1, 2024 through February 29, 2024. The report included an invoice in the amount of $14,031.25 for receiver's fees, and an invoice in the amount of $44,272.20 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶59} On April 29, 2024, Dottore filed his twenty-first receiver's report, for the period of March 1, 2024 through March 31, 2024. The report included an invoice in the amount of $9,921.25 for receiver's fees, and an invoice in the amount of $34,939.69 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶60} On May 2, 2024, Jason filed an objection to Dottore's twenty-first receiver's report.

{¶61} On May 2, 2024, Dottore filed his twenty-second receiver's report, for the period of April 1, 2024 through April 30, 2024. The report included an invoice in the amount of $12,370.00 for receiver's fees, and an invoice in the amount of $42,142.77 for the fees of the receiver's legal counsel, Thrasher, Dinsmore & Dolan.

{¶62} On May 3, 2024, Jason filed an objection to Dottore's twenty-second receiver's report.

{¶63} A final hearing in the case was scheduled to commence on May 2, 2024. On that date, before the hearing began, Jason and Crystal entered into an oral settlement agreement regarding the division of certain property at issue in the divorce. Pursuant to that settlement, the parties agreed that the couple's funeral business entities would be awarded to Jason, and he agreed to indemnify and hold Crystal harmless on any debt and obligations associated with the business. In exchange, it was agreed that Jason would pay Crystal the sum of $1,093,000.00. As part of that divorce

settlement, Jason and Crystal agreed that the receivership and the related duties and obligations imposed by the August 30, 2022 amended order would be terminated, effective immediately.

{¶64} At the May 2, 2024 hearing, the terms of the divorce settlement agreement were read into the record, after which both Jason and Crystal acknowledged, under oath, that the terms presented to the trial court were what they had agreed to, that they had no questions about the agreement, and that they wished for the court to adopt the agreement. On May 3, 2024, the trial court filed a judgment entry setting forth the terms of the partial settlement agreement reached by the parties on May 2, 2024.

{¶65} On May 3, 2024, the trial court then reconvened for an evidentiary hearing on the remaining issues pending before the court. Before the hearing began on that date, counsel for the parties informed the trial court on the record that Jason and Crystal had reached a further settlement agreement relating to all other issues to be resolved in the divorce, except for the matter of court costs. The terms of that additional agreement were read into the record, after which both Jason and Crystal acknowledged, under oath, that the additional terms presented to the trial court were what they had agreed to, that they had no questions about that portion of the agreement, and that they wished for the trial court to adopt those additional terms as part of the divorce settlement. On May 7, 2024,

the trial court filed a judgment entry setting forth the terms of the additional settlement agreement reached by the parties on May 3, 2024.

{¶66} On May 3, 2024, with the divorce issues other than court costs settled by the oral agreements of the parties, a hearing was then begun on the remaining issues before the trial court, which the trial court indicated were Jason's motions challenging the payment of the receiver fees and requesting disgorgement of sums previously paid to the receiver and his attorneys, as well as Dottore's request for payment of the outstanding receiver's fees and the fees of the receiver's counsel.

{¶67} On those issues, a multi-day evidentiary hearing was held on May 3, 2024; May 14-15, 2024; May 21, 2024; May 23-24, 2024; July 16, 2024; July 18, 2024; July 22-23, 2024; September 30, 2024; October 4, 2024; October 15-16, 2024; and October 18, 2024. During that hearing, the trial court heard extensive testimony from Jason, Crystal, and Dottore, as well as the testimony of several attorneys involved directly or indirectly in the case. A private investigator hired by Jason also testified, as did a court deputy whose testimony related to a collateral issue. The testimony of Jason, Crystal, and Dottore focused in large part on a number of different financial issues involved in the divorce and, in particular, the management of the receivership. Numerous exhibits were admitted into evidence, including but not limited to records of the fees charged by and paid to the receiver and his attorneys, as well as the financial documents and other

records kept by Dottore during the receivership that reflected payments made by Dottore to the parties and others during the pendency of the case. At the close of the hearing, the trial court took the matters at issue under advisement.

{¶68} On May 22, 2025, Crystal filed a notice in the trial court indicating that a proposed judgment entry of divorce had been submitted to Jason's counsel. A copy of that proposed judgment entry of divorce was attached to the May 22, 2025 notice filed by Crystal.

{¶69} On May 28, 2025, Jason filed an objection to Crystal's proposed judgment entry of divorce. That objection requested that the trial court reject the proposed judgment entry of divorce on the basis that "[d]ue to the fraudulent conduct of the Defendant, Crystal T. Jardine, and her Counsel as set forth during these proceedings, the proposed Entry is unfair, unjust, and inequitable under the facts of this case". (Plaintiff's Objections to Defendant's Proposed Judgment Entries of Divorce, Docket No. 803).

{¶70} On May 30, 2025, the trial court filed a judgment entry reflecting that counsel for the parties had previously been ordered to prepare and sign a judgment entry decree of divorce consistent with the agreements placed on the record by the parties and accepted by the court. The May 30, 2025 judgment entry noted that the court had not yet received such an entry, and reiterated the court's prior order that counsel submit a signed judgment entry decree of divorce.

{¶71} On June 6, 2025, Crystal again submitted a proposed judgment entry of divorce.

{¶72} On June 9, 2025, Jason filed additional objections to the proposed judgment entries of divorce submitted by Crystal. In those objections, Jason raised claims of fraud, misrepresentation and omissions of material fact, and financial misconduct on Crystal's part. On those bases, Jason moved the trial court to invalidate and set aside the settlement agreement as unenforceable due to Crystal's fraud and misrepresentations.

{¶73} On June 10, 2025, the trial court filed a judgment entry relating to Dottore's receiver fees and attorney's fees. In that judgment entry, the trial court reviewed the terms of the July 14, 2021 initial order filed by Judge Jones in which Dottore was appointed as a receiver in the case, and the trial court also reviewed the terms of the August 30, 2022 amended order relating to the receivership that had been filed by Judge Celebrezze. Based on the language of the July 14, 2021 order of receivership filed by Judge Jones, the trial court found that Dottore's receiver's reports contained billable hours for work outside the authority granted to Dottore in that initial order, which the trial court then detailed in the June 10, 2025 judgment entry. In sum, the trial court found that $26,178.75 of receiver's fees billed by Dottore for the time period of July 14, 2021 to August 30, 2022 were outside the scope of the June 14, 2021 order. The trial court also found that, as required by the initial receivership order, Dottore's counsel was never appointed by the

court under appropriate order, and the trial court ordered that all fees paid to Dottore's counsel for the time period of May 26, 2022 through June 17, 2022 must be reimbursed. The trial court also found that $2,520.00 in receiver's fees and legal fees billed by Dottore relating to an attempt to evict Jason from his residence were not reasonable, as there was no credible evidence that an eviction was necessary as related to the businesses being managed by the receiver. For the time period following August 30, 2022, the date on which Judge Celebrezze had filed the amended order modifying the terms of the receivership, the trial court also found that Dottore's receiver's reports contained billable hours for work outside the authority granted to Dottore in that amended order, which the trial court then detailed in the June 10, 2025 judgment entry. In sum, the trial court found that $12,220.00 of receiver's fees billed by Dottore for the time period after August 30, 2022 were outside the scope of the August 30, 2022 amended order. Finally, the trial court found that, as required by the August 30, 2022 amended order, Dottore's counsel was never appointed by the court under appropriate order, and therefore the trial court determined that the fees paid to Dottore's counsel from August 30, 2022 forward did not meet the necessary requirements to permit a finding that such fees could be paid from receivership funds. For those reasons and others set forth in the June 10, 2025 judgment entry, the trial court ordered that Dottore's receiver fees were only approved in the total amount of $204,973.75. The trial court

ordered that Dottore reimburse any fees paid to him in excess of that amount, as well any fees paid for the receiver's legal counsel.

{¶74} On June 12, 2025, the trial court filed a judgment entry finding that the parties had not submitted a signed judgment entry decree of divorce. Upon review, the trial court found that the proposed judgment entry submitted by Crystal, along with the settlement documents attached thereto, was consistent with the settlement agreements the parties had previously put on record before the court. The trial court indicated that the court would therefore adopt and sign the proposed judgment entry decree of divorce by separate order.

{¶75} On June 12, 2025, the trial court then filed a judgment entry of divorce, which adopted and incorporated the oral settlement agreements reached by the parties, as had been previously set forth in the judgment entries filed on December 1, 2022, May 3, 2024, and May 7, 2024. In the June 12, 2025 judgment entry of divorce, the trial court ordered and decreed that Jason and Crystal were granted a divorce, and the marriage contract previously existing between the parties was ordered dissolved.

{¶76} On June 12, 2025, Jason filed a notice of appeal of the June 12, 2025 judgment entry of divorce, as well as of the February 13, 2024 order denying Jason's motion for leave to raise claims against the receiver. On July 2, 2025, Dottore filed a notice of appeal of the June 10, 2025 judgment of the trial court relating to receiver's fees and counsel fees, as well as other

prior orders of the trial court. On July 10, 2025, Crystal filed a notice of appeal of the June 12, 2025 judgment entry of divorce.

{¶77} On July 25, 2025, Jason filed a motion for relief from judgment with regard to the trial court's judgment entry of divorce.

{¶78} On August 29, 2025, Crystal voluntarily dismissed her appeal. On November 6, 2026, this Court dismissed the appeals filed by Jason and Dottore for lack of a final, appealable order in each appeal. Specifically, as to the appeal filed by Jason, this Court found that the June 12, 2025 judgment of divorce expressly reserved "all pending motions" for future determination and, therefore, the divorce decree was not a final order. As to the appeal filed by Dottore, this Court found that the receivership order appealed did not fully set forth all amounts owing and, therefore, it did not determine the matter before the trial court. Accordingly, this Court found that the trial court's June 10, 2025 judgment entry was also not a final, appealable order.

{¶79} On December 9, 2025, the trial court filed a judgment entry reflecting that "all pending motions" in the divorce case were post-decree motions and that no pre-decree motions remained pending before the trial court, in order to clarify the June 12, 2025 judgment entry of divorce.

{¶80} On December 18, 2025, the trial court filed a judgment entry finding that, upon a review of the evidence and the figures provided to the court, Dottore had been paid $284,396.35 in receivership fees and that,

therefore, there had been an overpayment to him of $79,422.60 in receiver's fees, based on the trial court's prior determination that Dottore was entitled to reasonable fees in the amount of $204,973.75. The trial court further found that Dottore's attorneys from the firm of Thrasher, Dinsmore & Dolan had been overpaid in the amount of $1,202,214.90 and that his attorneys from the firm of Whitmer and Erhman had been overpaid in the amount of $7,892.00. Those three overpayments found by the trial court were ordered to be reimbursed.

{¶81} On December 23, 2025, Jason filed the instant appeal and, on December 31, 2025, Dottore filed the instant cross-appeal.

{¶82} On February 10, 2026, the judges of the Eighth District Court of Appeals recused themselves from the case, and the Supreme Court of Ohio subsequently assigned three judges of the Third District Court of Appeals to hear the appeal and cross-appeal in this matter.

{¶83} On April 6, 2026, Jason filed a motion for limited remand in this Court, requesting that the trial court be permitted to rule on his July 25, 2025 motion for relief from judgment. On April 24, 2026, this Court filed a judgment entry denying Jason's motion. Jason's June 25, 2025 motion for relief from judgment remains pending in the trial court.

{¶84} Following the filing of merit briefs and reply briefs by the parties to the appeal and cross-appeal, oral arguments were held in the case

on October 20, 2026, following which the assignments of error raised in the appeal and the cross-appeal were submitted to this Court for decision.

Jason's Assignments of Error

First Assignment of Error

The trial court erred as a matter of law and abused its discretion by denying Jason's Motion for Leave to Raise Claims against Receiver.

Second Assignment of Error

The trial court's Order for the Reimbursement of the Receiver fees constitutes reversible error and an abuse of the trial court's discretion.

Third Assignment of Error

The trial court committed reversible error and abused its discretion by adopting Crystal's proposed Judgment Entry of Divorce over Jason's objections and without holding an evidentiary hearing on his claims of fraud.

Dottore's Assignments of Error (Cross-Appeal)

First Assignment of Error

The trial court erred by misinterpreting and rewriting the fee and expense approval process set forth in the AOs, including objection procedures, the effect of waiver, and the Receiver's authority to hire and pay counsel, and by disregarding its prior fee approval orders entered pursuant to that process.

Second Assignment of Error

The trial court erred by improperly narrowing the scope of authority and permissible conduct granted to the Receiver under the AOs and Ohio law, and by disallowing fees based on that improper

interpretation after the Receiver performed his duties in accordance with that authority.

Third Assignment of Error

The trial court erred by vacating prior fee approvals and denying paid and pending attorney fee applications in violation of the AOs, other final and interlocutory orders, and without satisfying Civ.R. 60(B).

Fourth Assignment of Error

The trial court erred by making factual findings unsupported by the record and by calculating disgorgement of fees based on amounts not paid to the Receiver or his counsel.

Analysis of Assignments of Error

{¶85} Due to the nature of the claims raised in the assignments of error, we elect to address them out of order and shall first address Jason's third assignment of error.

Jason's Third Assignment of Error

{¶86} In the third assignment of error, Jason asserts that the trial court committed reversible error in entering the final judgment of divorce without first holding a hearing on Jason's objections to the divorce settlement on the basis of alleged fraud on Crystal's part.

{¶87} Specifically, Jason argues that after he agreed to a full financial settlement in the pending divorce proceeding, the evidence presented at the subsequent hearing on the issues relating to the receiver's fees revealed to Jason for the first time that Crystal had received in excess of $100,000.00

of marital funds from the receivership for the payment of her personal expenses during the pendency of the divorce. As Jason alleges that Crystal's receipt of those funds was not disclosed to Jason prior to the divorce settlement being reached, and because Jason then objected on the basis of that alleged fraud to the divorce being finalized, Jason argues that the trial court erred in enforcing the parties' settlement agreements and finalizing the divorce without holding a hearing on Jason's claims of fraud.

{¶88} A decision to enforce a divorce settlement agreement is discretionary and will not be reversed on appeal absent an abuse of discretion. *Szmania v. Szmania*, 2008-Ohio-4091 (8th Dist.). An abuse of discretion connotes more than an error of law or judgment; it implies that the trial court's attitude was unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

{¶89} In *D.E. v. R.M.*, 2026-Ohio-460 (8th Dist.), this Court recently set forth the legal principles governing settlement agreements as follows:

> "Settlement agreements are generally favored in the law." *Grubic v. Grubic*, 1999 Ohio App. LEXIS 4200, *10 (8th Dist. Sept. 9, 1999). Separation agreements to terminate a marriage are also permissible under R.C. 3103.05 and 3103.06. Like any settlement agreement, "'[w]hen the parties to a divorce action enter into a separation agreement, the court must construe that agreement in accordance with ordinary rules of contract law.'" *McLaughlin v. McLaughlin*, 178 Ohio App. 3d 419, 2008-Ohio-5284, ¶ 16, 898 N.E.2d 79 (4th Dist.), citing *McLaughlin v. McLaughlin*, 2001-Ohio-2450, 2001 Ohio App. LEXIS 3155, *3 (4th Dist. Mar. 26, 2001). Therefore, "[a]bsent fraud, duress, overreaching or undue influence, a

> settlement agreement between parties in a divorce is enforceable." *Kest v. Kest*, 2018-Ohio-489, ¶ 6 (8th Dist.).
>
> A settlement agreement "'may be either written or oral, and may be entered into prior to or at the time of a divorce hearing.'" *Haas v. Bauer*, 156 Ohio App. 3d 26, 2004-Ohio-437, ¶ 16, 804 N.E.2d 80 (9th Dist.), quoting *Muckleroy v. Muckleroy*, 1990 Ohio App. LEXIS 3933, *3-4 (9th Dist. Sept. 5, 1990). When the parties enter into the agreement outside the presence of the court, "'the court may properly sign a journal entry reflecting the settlement agreement in the absence of any factual dispute concerning the agreement.'" *Huffman v. Huffman*, 2022-Ohio-2020, ¶ 10 (4th Dist.), quoting *McLaughlin v. McLaughlin*, 178 Ohio App. 3d 419, 2008-Ohio-5284, ¶ 16, 898 N.E.2d 79 (4th Dist.). Moreover, "it is well established in Ohio that a party may not appeal a judgment to which he has agreed." *Diguilio v. Diguilio*, 2003-Ohio-2197, ¶ 33 (8th Dist.), citing *In re Annexation of Territory of Riveredge Twp. to City of Fairview Park*, 46 Ohio App.3d 29, 31, 545 N.E.2d 1287 (8th Dist. 1988).

Id., at ¶¶ 15-16.

{¶90} "'Where parties enter into a settlement agreement in the presence of the trial court, such an agreement constitutes a binding contract.'" *Colosimo v. Colosimo*, 2009-Ohio-3892, ¶ 11 (8th Dist.), quoting *Grubic v. Grubic*, 1999 Ohio App. LEXIS 4200 (8th Dist.). "'Contracts, including settlement agreements, do not need to be fair and equitable to be binding and enforceable, so long as they are not produced by fraud, duress, overreaching or undue influence.'" *Id.*

{¶91} "It is well established that a trial court may enter a judgment that reflects an agreement that is read in open court into the record." *Grubic*, *supra*, at *9, citing *Zigmont v. Toto*, 47 Ohio App. 3d 181, 185 (8th Dist.

1988). "When an agreement is read into the record and agreed to by both parties in open court, it is not necessary that the agreement be evidenced by a writing and signed by the parties for the court to incorporate it into a valid journal entry." *Melvald v. Melvald*, 1979 Ohio App. LEXIS 12319, *3 (8th Dist.), citing *Holland v. Holland*, 25 Ohio App. 2d 98, 101 (10th Dist. 1970), 18 *Ohio Jur. 2d Divorce and Separation* § 231 (1972).

{¶92} "A party seeking to rescind an in-court settlement must move the court to set aside the agreement, alleging fraud, duress, undue influence or a factual dispute concerning the existence or terms of a settlement agreement." *Colosimo*, *supra*, at ¶ 12, citing *Grubic v. Grubic*, *supra*, citing *Mack v. Polson Rubber Co.*, 14 Ohio St.3d 34, 37 (1984).

{¶93} Finally, this Court has long held that, when a party to a divorce seeks to rescind a settlement agreement, "a hearing is *required* when a party alleges that a settlement agreement was obtained by fraud, duress, or undue influence, or asserts that there is a factual issue concerning the existence or terms of a settlement agreement." *Colosimo*, *supra*, at ¶ 13 (emphasis added), citing *Grubic*, *supra*; *Roth v. Roth*, 2008-Ohio-927, ¶ 46 (8th Dist.). *See also Mack v. Polson Rubber Co.*, 14 Ohio St.3d 34, 37 (1984) ("[I]n the absence of allegations of fraud, duress, undue influence, or of any factual dispute concerning the existence of the terms of a settlement agreement, a court is not bound to conduct an evidentiary hearing prior to signing a journal entry reflecting the settlement agreement."); *Rulli v. Fan Co.*, 79

Ohio St.3d 374, 377 (1997) ("Where the meaning of terms of a settlement agreement is disputed, or where there is a dispute that contests the existence of a settlement agreement, a trial court must conduct an evidentiary hearing prior to entering judgment.").

{¶94} In the instant case, it is undisputed that Jason and Crystal entered into a series of three agreements that, cumulatively, served to mutually settle all issues of property division and other financial matters prior their divorce case going to trial. However, before the trial court granted a final judgment of divorce adopting and incorporating the parties' settlement agreements, Jason filed two objections to the proposed judgment entry of divorce setting forth the parties' agreements. While not specifically captioned as such, the objections filed by Jason were a clear legal attempt on his part to rescind, on the basis of fraud, the divorce settlement to which he had previously agreed.

{¶95} As noted above, the objection filed by Jason on May 28, 2025 requested that the trial court reject the proposed judgment entry of divorce on the basis that "[d]ue to the fraudulent conduct of the Defendant, Crystal T. Jardine, and her Counsel as set forth during these proceedings, the proposed Entry is unfair, unjust, and inequitable under the facts of this case." (Plaintiff's Objections to Defendant's Proposed Judgment Entries of Divorce, Docket No. 803).

{¶96} Then, on June 9, 2025, Jason filed additional objections to the proposed judgment entries of divorce submitted by Crystal. In those objections, Jason raised claims of fraud, misrepresentation and omissions of material fact, and financial misconduct on Crystal's part. In particular, the objections filed by Jason on June 9, 2025 asserted that, after the final settlement agreement had been reached on May 3, 2024, Jason had gained access to the financial records and documentation in the receiver's files, and that the information discovered in those files, after settlement had been reached, established that Crystal had received over $443,000.00 in discretionary and undocumented expenditures during the pendency of the case, in addition to the salary payments she had received from the receiver while the case was ongoing. The objections asserted that the marital funds received by Crystal had been funneled through the receiver and used by Crystal for personal expenses such as a car payoff, spa treatments, designer handbags, and out-of-state travel. On that basis, Jason moved the trial court to invalidate and set aside the settlement agreement as unenforceable due to Crystal's fraud and misrepresentations.

{¶97} Given the specific allegations of fraud raised by Jason, which at least to a preliminary extent were supported by the record of the hearing held post-settlement, the above-cited legal authority required the trial court to hold a hearing on Jason's motion to set aside the settlement agreement before proceeding to enter a final judgment of divorce in the case.

Accordingly, the trial court abused its discretion when it unreasonably and arbitrarily entered the final judgment of divorce without first holding a hearing on whether the parties' settlement agreement was enforceable.

{¶98} Therefore, we sustain Jason's third assignment of error, reverse and vacate the June 12, 2025 final judgment of divorce, and remand the matter for further proceedings.

Jason's First and Second Assignments of Error and
Dottore's First, Second, Third and Fourth Assignments of Error

{¶99} Jason's first and second assignments of error raised on appeal, and Dottore's four assignments of error raised on cross-appeal, all of which we shall address here collectively, assert various claims of error on the part of the trial court with regard to its judgments relating to the receivership.

{¶100} Specifically, in Jason's first assignment of error, he argues that the trial court erred when it denied Jason's motion seeking leave to raise claims against the receiver. In the second assignment of error, Jason argues that the trial court erred in finding that Dottore was entitled to any receiver's fees in the matter. In Dottore's four assignments of error, he asserts that the trial court erred for various reasons in undertaking a review of the receiver's fees paid to Dottore and the fees paid to his counsel and, further, that the trial court erred in its calculation of such fees paid when ordering a disgorgement, or repayment, of certain of those fees.

{¶101} As to the law applicable to Jason's first claim, this Court noted in *Hummer v. Hummer*, 2011-Ohio-3767 (8th Dist.) as follows:

> Generally, "[i]n order for parties to file suit against a receiver for actions taken [in their official capacity] regarding the receivership estate, * * * leave of court is required. Whether or not to grant a party leave to proceed in an action against a receiver is a matter that is left to the sound discretion of the trial court." (Internal citations omitted.) *Huntington Nat. Bank v. Weldon F. Stump & Co., Inc.*, Lucas App. No. L-06-1398, 2008 Ohio 2096, ¶ 20. Additionally, in certain circumstances, receivers can be sued in their personal capacities. *INF Ent., Inc.*, 133 Ohio App.3d at 788.

Id., at ¶ 23.

{¶102} With regard to Jason's second assignment of error and Dottore's four assignments of error, this Court in *Carr v. Acacia Country Club Co.*, 2012-Ohio-4723 (8th Dist.), discussed the law generally applicable to disputes regarding the fees paid to a receiver, noting as follows:

> "The primary purpose of a receiver is to carry out the orders of the * * * court, which has the power 'to exercise its sound discretion to limit or expand a receiver's powers as it deems appropriate.'" *Semco, Inc.*,183 Ohio App.3d 229, 2009 Ohio 3319, at ¶ 8, 916 N.E.2d 857, quoting *State ex rel. Celebrezze v. Gibbs*, 60 Ohio St.3d 69, 74, 573 N.E.2d 62 (1991). A receiver is entitled to reasonable compensation for his services, which typically requires consideration of the interest involved, the amount of skill necessary to perform the duties of the receivership, and the time and labor expended. *See Semco, Inc.*,183 Ohio App.3d 229, 2009 Ohio 3319, at ¶ 11, 916 N.E.2d 857; 80 Ohio Jurisprudence 3d, Receivers, Section 174. The amount and measure of compensation is generally left to the sound discretion of the trial court. *Semco, Inc.* at ¶ 11.

Id., at ¶ 29.

{¶103} Moreover, a receiver's legal counsel may generally recover fees "when it is determined 'that the services to be performed are necessary to produce, preserve or protect a fund which has, or may be, brought into the hands of the receiver and that such payment is to the interest of the receivership.'" *Carr*, at ¶ 34, quoting *Natl. City Bank v. Semco, Inc.*, 2011 Ohio 172, ¶ 21 (3d Dist.). "Nevertheless, when there has been an improper or invalid appointment of a receiver, the allowance awarded to the receiver and his attorneys remains a matter resting in the sound discretion of the trial court." *Carr*, at ¶ 34. "The amount awarded must be reasonable." *Id.*

{¶104} The amount of fees awarded to a receiver and his expert by an appointing court are reviewed on appeal for an abuse of discretion. *Strauss v. Strauss*, 2011-Ohio-3831, ¶ 74 (8th Dist.).

{¶105} Thus, the claims raised by Jason in his first and second assignments of error, and those raised by Dottore in his four assignments of error, are claims of a nature that may be reviewable on appeal. However, as we noted above when setting forth the factual and procedural history of this case, the termination of the receivership in this matter occurred solely as a direct result of the receivership termination being expressly agreed to by the parties to the divorce as part of their divorce settlement. The record quite clearly reflects that the termination of the receivership was ordered only because of, and as part of, the divorce settlement reached by Jason and

Crystal. Our resolution of Jason's third assignment of error, *supra*, which vacates the final decree of divorce, therefore also results in vacating the termination of the receivership. Accordingly, as a result of our decision vacating the final decree of divorce, we find that the issues raised in Jason's first and second assignments of error and in Dottore's four assignments of error are not properly before this Court at this time.

{¶106} With regard to Jason's first assignment of error, this Court has previously determined that the trial court's denial of Jason's motion for leave to raise claims against the receiver was a not final appealable order while the divorce proceedings remain pending and because Civ.R. 54(B) language was not included in the trial court's decision on that issue, nor did it qualify as an appealable provisional remedy pursuant to R.C. 2505.02(B)(4). *See Jardine v. Jardine*, CA-24-113727 (8th Dist. Apr. 19, 2024).

{¶107} Similarly, with the exception of a trial court's order appointing a receiver in a case, Ohio caselaw rather conclusively establishes that trial court decisions on matters relating to receiverships are interim orders and, therefore, are not final, appealable orders until a final judgment has been rendered in the case and the receivership has been closed or terminated. *See*, *e.g.*, *Champaign Natl. Bank v. Preferred Capital, Inc.*, 2009-Ohio-6699, ¶ 17 (5th Dist.), citing *Hall v. Hall*, 2002-Ohio-4363, ¶¶ 9-10 (11th Dist.); *Hummer v. Hummer*, 2011-Ohio-3767 (8th Dist.); *Whipps v.*

Ryan, 2013-Ohio-4334, ¶¶ 28-29 (10th Dist.); *Leonard v. Georgesville Center, LLC*, 2013-Ohio-5713 (10th Dist.); *PNC Bank, N.A. v. Creative Cabinet Sys., Inc.*, 2014-Ohio-3264 (2d Dist.); *Gemmel v. Anthony*, 2015-Ohio-2550 (4th Dist.).

{¶108} Therefore, in light of this Court's resolution of Jason's third assignment of error, *supra*, we conclude that his remaining two assignments of error and Dottore's four assignments of error have been rendered moot to the extent that the issues raised therein are prematurely before this Court, and we decline to address them at this time. *See* App.R. 12(A)(1)(c); *State v. Gideon*, 2020-Ohio-6961, ¶ 26 ("[A]n assignment of error is moot when an appellant presents issues that are no longer live as a result of some other decision rendered by the appellate court.").

{¶109} Accordingly, we dismiss as moot Jason's first and second assignments of error and Dottore's four assignments of error.[2]

Conclusion

{¶110} Having found reversible error as raised and argued in the third assignment of error of plaintiff-appellant/cross-appellee, Jason Jardine, the June 12, 2025 final judgment of divorce entered in the

[2] In entering this dismissal of the noted assignments of error, while our analysis contains an outline of the general law relating to review of receiverships in Ohio that is relevant to the issues raised, we specifically make no findings or conclusions regarding the conduct of the trial court, the parties, the receiver, or the receiver's legal counsel.

Cuyahoga County Court of Common Pleas, Domestic Relations Division, is hereby reversed and the matter is remanded for further proceedings.

It is ordered that appellant/cross-appellee Jason Jardine recover from appellee Crystal Jardine 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 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.

ZIMMERMAN, P.J. and WILLAMOWSKI, J., concur.

Juergen A. Waldick, Judge

William R. Zimmerman, Judge

John R. Willamowski, Judge

DATED:
/jlm

Judges William R. Zimmerman, Juergen A. Waldick, and John R. Willamowski, from the Third District Court of Appeals, sitting by assignment of the Chief Justice of the Supreme Court of Ohio.