

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

IN THE COURT OF APPEALS
NINTH JUDICIAL DISTRICT

ALAN GLAZEN

C.A. No. 2025CA0089-M

Appellant

v.

MARTA GLAZEN

APPEAL FROM JUDGMENT
ENTERED IN THE
COURT OF COMMON PLEAS
COUNTY OF MEDINA, OHIO
CASE No. 16DR0596

Appellee

DECISION AND JOURNAL ENTRY

Dated: September 30, 2026

FLAGG LANZINGER, Judge.

{¶1} Alan Glazen appeals the judgment of the Medina County Court of Common Pleas Domestic Relations Division denying his motion to show cause without holding a hearing. We reverse and remand for further proceedings.

I.

{¶2} Alan and Marta Glazen married in 2003 and dissolved their marriage in 2017. The order of dissolution incorporated the parties’ separation agreement, which included a provision relevant to the parties’ marital residence (the “Order”). The Order provided it was “the parties[’] intent to sell the [marital residence] however there are repairs that need to be done in order to ready the house for sale.” Pursuant to the Order, Marta was “designated with the responsibility of overseeing the repair work that will be done to the home.” The Order also provided “that at [Marta]’s discretion she will place the marital residence on the market for sale[,]” and consult with

Alan regarding the listing price. The Order provided how the proceeds from the sale would be distributed.

{¶3} Pursuant to the Order, Alan transferred his right, title, and interest in the marital residence to Marta via quit claim deed. Thereafter, Marta retained exclusive possession and use of the marital residence and was responsible for paying the utilities and home security for the property. The Order provided that Alan remained responsible for paying all taxes and insurance, securing a line of credit to pay for necessary repair work, and paying for the lawn care, landscaping irrigation, and outdoor lighting for the property.

{¶4} Eight and half years later, Alan filed a motion to show cause requesting the trial court order Marta to appear and show cause why she should not be held in contempt of court for refusing to cooperate with the process necessary to effectuate the sale of the marital residence. Specifically, Alan asserted Marta was in contempt of court for (1) refusing to engage in repair work necessary to the property; (2) refusing to list the property for sale; (3) refusing to consult with Alan as to the listing price for the property; (4) refusing to take any steps to list the property for sale; and (5) refusing to sign listing or sale documents. The trial court referred the matter to a magistrate and scheduled a hearing. Marta did not respond to the motion.

{¶5} Prior to the scheduled hearing, the magistrate issued a decision denying the motion to show cause and canceling the hearing. The magistrate determined Alan had not established a prima facie case showing Marta had violated a valid court order. Specifically, the magistrate found that the Order did not require Marta to take any affirmative action to engage in necessary repair work and did not require Marta to list the property for sale within a specified timeframe. Regarding the repair work, the magistrate noted that the Order designated Marta as being responsible for “overseeing repair work that will be done to the home[,]” and there was nothing for her to oversee

because she had chosen not to engage in any repair work. (Emphasis in original.) Regarding the sale of the marital residence, the magistrate found the Order gave Marta discretion to place the marital residence for sale and did not include a deadline.

{¶6} Alan objected to the magistrate’s decision on the basis that (1) the magistrate had failed to apply the proper legal standards for the rules of contract construction in consideration of the separation agreement; (2) failed to give effect to the parties’ intent to sell the marital residence; (3) failed to consider the doctrine of reasonable time for performance; and (4) failed to determine if eight years was a reasonable amount of time to complete the necessary repairs on the property. Marta did not respond to Alan’s objections.

{¶7} The trial court overruled the objections, adopted the magistrate’s decision, and entered judgment denying Alan’s motion to show cause. In overruling Alan’s objections, the trial court acknowledged the parties’ intent was to sell the marital residence and that, “[w]hen read as a whole, the Separation Agreement contains a plan to sell the house.” However, the trial court found that the Order granted Marta (1) “the authority to make necessary repairs[,]” and (2) “the discretion for when to sell the house[,]” but did not require her to do either. The trial court also found that the Order did not require Marta to consult with Alan regarding the listing price, or to take any other steps to sell the marital residence as asserted by Alan in his motion to show cause. The trial court concluded that the actions Alan alleged Marta failed to take were not requirements placed upon her by the Order and denied his motion to show cause.

{¶8} Alan appeals, raising two assignments of error.

II.

ASSIGNMENT OF ERROR I

THE TRIAL COURT ERRED IN FINDING THAT A TERM OF DISCRETION ELIMINATED A DUTY TO ACT TO REPAIR AND SELL

THE PROPERTY, RATHER THAN REQUIRING ACTION WITHIN A REASONABLE TIME CONSISTENT WITH THE PARTIES' INTENT.

{¶9} In his first assignment of error, Alan contends the trial court erred when it determined the provision in the Order granting Marta discretion regarding the sale of the marital home eliminated her duty to repair and sell the home within a reasonable time. We agree.

{¶10} “This Court reviews a trial court’s action with respect to a magistrate’s decision for an abuse of discretion.” *Tabatabai v. Tabatabai*, 2009-Ohio-3139, ¶ 17 (9th Dist.). Under an abuse of discretion standard, we must determine whether the trial court’s decision was arbitrary, unreasonable, or unconscionable rather than merely an error of law or judgment. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983). “In so doing, we consider the trial court’s action with reference to the nature of the underlying matter.” *Tabatabai* at ¶ 18. “[A]n appellate court will not reverse a trial court’s decision in a contempt proceeding absent a showing of an abuse of discretion.” *Musci v. Musci*, 2006-Ohio-5882, ¶ 33 (9th Dist.), citing *State ex rel. Ventrone v. Birkel*, 65 Ohio St.2d 10, 11 (1981).

{¶11} “Contempt is established when the movant demonstrates the existence of ‘a valid court order, knowledge of the order by the defendant, and a violation of the order.’” *A.G. v. Gain*, 2022-Ohio-95, ¶ 7 (9th Dist.), quoting *Henry v. Henry*, 2015-Ohio-4350, ¶ 12 (9th Dist.). When a court order does not include a deadline for compliance, a reasonable time may be implied. *Collette v. Baxter*, 2012-Ohio-1333, ¶ 14 (9th Dist.). “Contempt is generally understood as a disregard for judicial authority.” *Edminister v. Edminister*, 2011-Ohio-1899, ¶ 8 (9th Dist.); see R.C. 2705.02. “A property settlement provision contained in a separation agreement, which is subsequently incorporated into a divorce decree, or a decree of dissolution, is enforceable by contempt proceedings.” *Harris v. Harris*, 58 Ohio St.2d 303 (1979), paragraph one of the syllabus.

{¶12} The provision of the Order at issue expressly provides as follows:

It is the parties['] intent to sell the [marital residence] however there are repairs that need to be done in order to ready the house for sale. The parties hereby agree that [Marta] shall be designated with the responsibility of overseeing the repair work that will be done to the home. They further agree that [Alan] and [Marta] have secured a line of credit [Marta] shall have the authority to use the line of credit for necessary repair work to be completed on the marital residence. [Alan] shall pay the monthly line of credit without right of contribution from [Marta].

The parties hereby agree that [Alan] shall be responsible for and indemnify [Marta] for all taxes and insurance in connection with the dwelling and he shall also pay for the lawn care, landscaping irrigation and outdoor lighting. The parties further agree that [Marta] shall pay the utilities (gas, electric, phone, cable and water and sewer) and home security incurred at the martial residence.

. . .

The parties hereby agree that at [Marta]'s discretion she will place the marital residence on the market for sale. She will consult with [Alan] as to the listing price of said real estate. The parties hereby acknowledge that there is no mortgage encumbering said property.

The Order then provides how the proceeds from the sale should be divided.

{¶13} Here, the trial court found that the Order was unambiguous. The trial court further found that the Order granted Marta (1) “the authority to make necessary repairs[,]” and (2) “the discretion for when to sell the house[,]” but did not require her to take any action. The trial court appears to have concluded Alan’s motion failed to allege Marta violated any part of the Order.

{¶14} On appeal, Alan acknowledges that the Order does not include a deadline for Marta to complete the repair work needed to list the marital residence for sale or a deadline for Marta to list the marital residence for sale. However, he asserts that the trial court erred when it determined the Order’s general grant of authority to Marta to complete the necessary repairs eliminated any duty for her to do so. He also asserts the trial court erred when it determined the Order’s grant of discretion to Marta in listing the marital home for sale eliminated any duty for her to do so. Alan contends the trial court’s reasoning rendered the Order’s provision concerning the parties’ intent to sell the marital residence meaningless. Alan does not assert that the trial court erred when it

determined the Order was unambiguous. Instead, Alan asserts the Order required Marta to complete the necessary repairs within a reasonable time and that she was required to exercise her discretion “in good faith, within the confines of a reasonable time, and consistent with the purpose of the authority granted.”

{¶15} Upon review, we conclude the trial court abused its discretion when it determined the Order placed *no* requirement on Marta to complete the repairs necessary to sell the home and to list the home for sale. A reading of the separation agreement does not support the trial court’s conclusion that Marta was not required to take affirmative steps toward completing the necessary repair work on the marital residence. While the separation agreement did not contain specific deadlines, it did set forth a process whereby both Alan and Marta were assigned certain responsibilities in working toward the sale of marital residence, which would ultimately allow for the distribution of proceeds. The lack of an express deadline to complete the repairs and list the marital residence for sale did not eliminate Marta’s duty to comply with the Order within a reasonable time. *See Collette*, 2012-Ohio-1333, at ¶ 14 (9th Dist.); *S.H.B. v. M.W.L.*, 2019-Ohio-3036, ¶ 22 (8th Dist.) (collecting cases).

{¶16} Similarly, the Order’s grant of discretion to Marta in listing the home is not the equivalent of no duty to act. “Discretion” consists of “[w]ise conduct and management exercised without constraint; the ability coupled with the tendency to act with prudence and propriety.” *Black’s Law Dictionary* (12th Ed. 2024). It also constitutes “[f]reedom in the exercise of judgment[.]” *Id.* Thus, the Order’s grant of discretion to Marta in listing the home for sale required her to use her judgment in doing so. *See Tapp v. Tapp*, 105 Ohio App.3d 159, 162-163 (2d Dist. 1995) (recognizing that when a decree incorporating a separation agreement includes a satisfaction

clause, the party to whom that preference is granted has a duty to act reasonably and in good faith when refusing to be satisfied).

{¶17} Alan filed his show cause motion after more than eight years elapsed without any progress. On appeal, Alan argues that Marta’s failure to act for over eight years is unreasonable and exceeds the bounds of her discretion. However, the trial court here concluded the Order placed no duty on Marta to act and did not consider whether she failed to act within a reasonable time or exercised her discretion in good faith. This Court will not do so in the first instance. *See Galvin v. Adkins*, 2008-Ohio-3202, ¶ 10 (9th Dist.), quoting *Kirk v. Mihalca*, 2001 WL 123465, *1 (9th Dist. Feb. 14, 2001) (“The determination of a reasonable time period is a question of fact for the trier of fact.”).

{¶18} Alan’s first assignment of error is sustained. The trial court denied Alan’s motion without a hearing, despite the fact that Marta never responded to the motion. Therefore, we reverse and remand this matter for a hearing consistent with this decision.

ASSIGNMENT OF ERROR II

THE TRIAL COURT ERRED IN DENYING THE MOTION TO SHOW CAUSE WITHOUT A HEARING AND DID SO AGAINST THE MANIFEST WEIGHT OF THE EVIDENCE.

{¶19} In his second assignment of error, Alan contends the trial court erred when it denied his motion without holding a hearing. Alan asserts that whether Marta failed to comply with her duties to repair and sell the marital residence within a reasonable time, in good faith, and consistent with the intention of the parties are factual questions that required an evidentiary hearing. In light of our resolution of Alan’s first assignment of error, we agree.

{¶20} Alan’s second assignment of error is sustained.

III.

{¶21} Alan's first and second assignments of error are sustained.

Judgement reversed,
and cause remanded.

There were reasonable grounds for this appeal.

We order that a special mandate issue out of this Court, directing the Court of Common Pleas, County of Medina, State of Ohio, to carry this judgment into execution. A certified copy of this journal entry shall constitute the mandate, pursuant to App.R. 27.

Immediately upon the filing hereof, this document shall constitute the journal entry of judgment, and it shall be file stamped by the Clerk of the Court of Appeals at which time the period for review shall begin to run. App.R. 22(C). The Clerk of the Court of Appeals is instructed to mail a notice of entry of this judgment to the parties and to make a notation of the mailing in the docket, pursuant to App.R. 30.

Costs taxed to Appellee.

JILL FLAGG LANZINGER
FOR THE COURT

HENSAL, P. J.
SUTTON, J.
CONCUR.

APPEARANCES:

NATHANIEL G. SZEP, Attorney at Law, for Appellant.

MARTA GLAZEN, pro se, Appellee.