

COURT OF APPEALS OF OHIO, EIGHTH APPELLATE DISTRICT,
CUYAHOGA COUNTY

Griffith v. Chelsea Condominium

2026-Ohio-928 · No. 115032 · Decided March 19, 2026

SUMMARY

The Ohio Eighth District Court of Appeals reviewed enforcement of a derivative settlement agreement involving the Chelsea Condominium Association. The court held that the agreement unambiguously required payment of the full \$300,000 settlement amount, rejected deduction of litigation expenses, upheld reconsideration of an interlocutory order, and affirmed the finding that the Owners breached the agreement. The judgment was affirmed in part, reversed in part, and remanded for further proceedings concerning attorney’s fees and related issues.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
WRITING FOR THE COURT	Emanuella D. Groves, P.J.; Michael John Ryan, J.; Timothy W. Clary, J.
JURISDICTION	Ohio Court of Appeals, Eighth Appellate District, Cuyahoga County
DECIDED	March 19, 2026
DOCKET	115032
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The Owners appealed orders of the Cuyahoga County Court of Common Pleas enforcing a derivative settlement agreement, finding a breach, awarding attorney's fees and interest, and denying related motions concerning litigation expenses and sealed filings.
STANDARD OF REVIEW	The standard depends on the issue. Evidentiary findings are reviewed for sufficient supporting evidence; contract-law issues and construction of an unambiguous settlement agreement are reviewed de novo; reconsideration of an interlocutory order is reviewed under the applicable finality principles; and an award of attorney's fees is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Published and precedential Ohio Court of Appeals opinion
PARTIES	Charles Griffith, John Griffith as powers of attorney for Robert Griffith, Amelia Joynes, Charles Niles, Sheila Niles, Mindy Silverstein

TOPICS

contract interpretation breach of contract attorney fees final judgment rule

PRACTICE AREAS

contract law civil procedure appellate procedure real estate law remedies

QUESTIONS PRESENTED

1. Whether the derivative settlement agreement unambiguously required the Owners to distribute the full \$300,000 settlement amount without deducting litigation expenses.
2. Whether the trial court properly refused to consider the confidential mutual release and settlement agreement, the Owners' fee agreement, professional-conduct rules, common-fund principles, and equitable arguments as extrinsic support for deducting expenses.
3. Whether the trial court could reconsider its June 29, 2023 order because that order was not final and appealable while prejudgment-interest issues remained unresolved.
4. Whether withholding \$9,855.34 breached the derivative settlement agreement.
5. Whether attorney's fees incurred to enforce the settlement agreement could be awarded as compensatory damages.
6. Whether the amount of attorney's fees awarded was reasonable and whether the Association mitigated its damages.

HOLDINGS

1. The derivative settlement agreement unambiguously required the Owners to distribute the full \$300,000 settlement amount to the Association and did not permit deduction of litigation expenses.
2. The June 29, 2023 order was not a final order because the prejudgment-interest issue required judicial fact-finding and discretion and was not merely ministerial; therefore, the trial court could reconsider it before entry of final judgment.
3. The Owners breached the derivative settlement agreement by withholding \$9,855.34, because their failure to perform required the Association to litigate to enforce the settlement.
4. The trial court had discretion to award reasonable attorney's fees incurred in enforcing the breached settlement agreement as compensatory damages.
5. The award of attorney's fees had to be reversed because the trial court's order did not establish that it considered whether the Association reasonably mitigated its damages after the Owners offered to pay the disputed amount.

KEY QUOTATIONS

“To find that this language entitles the Owners to deduct their expenses, this court would have to add language to the DSA.” (2026-Ohio-928, section I.B.)

“Because we cannot tell from the trial court’s order whether it considered mitigation of damages, we reverse the trial court’s award of attorney’s fees and remand to the trial court to address that concern.” (2026-Ohio-928, section III.B.)

FACTUAL BACKGROUND

The Owners and the Association resolved derivative claims through a derivative settlement agreement requiring \$300,000 to be paid to the Association through the Owners. The Owners distributed only \$290,144.66 and withheld \$9,855.34 for purported litigation expenses. The Association rejected the partial payment and sought enforcement, interest, attorney's fees, and sanctions. The trial court found the agreement required payment of the full \$300,000, later found a breach, and awarded attorney's fees, but the record did not show whether it considered the Association's duty to mitigate damages after the Owners offered to pay the disputed amount.

PROCEDURAL HISTORY

The Owners filed class and derivative claims arising from condominium governance and construction issues. The parties resolved the derivative claims through a derivative settlement agreement requiring payment of \$300,000 to the Association. After the Owners withheld \$9,855.34 for claimed litigation expenses, the Association moved to enforce the agreement and sought interest, attorney's fees, and sanctions. The trial court ordered payment, later awarded interest and attorney's fees, and the Owners appealed. The appellate court affirmed the enforcement and breach rulings, but reversed and remanded the attorney's-fee award for consideration of mitigation of damages.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The trial court must reconsider the attorney's-fee award and determine whether the Association mitigated its damages, including whether it reasonably continued the enforcement litigation after the Owners offered to pay the disputed settlement funds.

CASES CITED

- *Kingsbury v. Cornerstone Family Office L.L.C.*, 2022-Ohio-18, ¶ 18 (8th Dist.)
- *Turoczy Bonding Co. v. Mitchell*, 2018-Ohio-3173, ¶ 15 (8th Dist.)
- *Chirchiglia v. Ohio Bur. of Workers' Comp.*, 138 Ohio App.3d 676, 679 (7th Dist. 2000)
- *Al-Zubi v. Cosmetic & Implant Dental Ctr. of Cincinnati, Inc.*, 2020-Ohio-3272, ¶ 7 (1st Dist.)
- *Continental W. Condominium Unit Owners Assn. v. Howard E. Ferguson, Inc.*, 74 Ohio St. 3d 501, 502 (1996)
- *Spercel v. Sterling Industries*, 31 Ohio St. 2d 36, 38 (1972)

- State ex rel. Wright v. Weyandt, 50 Ohio St.2d 194 (1977)
- J. Griffin Ricker Assocs., LLC v. Well, 2022-Ohio-1470, ¶ 21
- Alexander v. Buckeye Pipe Line Co., 53 Ohio St.2d 241 (1978), paragraph one of the syllabus
- Skivolocki v. E. Ohio Gas Co., 38 Ohio St.2d 244 (1974), paragraph one of the syllabus
- F & L Ctr. Co. v. H. Goodman, Inc., 2004-Ohio-5856, ¶ 6 (8th Dist.)
- Mattlin-Tiano v. Tiano, 2001 Ohio App. LEXIS 32, *5 (10th Dist. Jan. 9, 2001)
- Starr v. Ohio Dept. of Commerce Div. of Real Estate & Professional Licensing, 2021-Ohio-2243, ¶ 42
- Antonucci v. Ohio Dept. of Taxation, 2010-Ohio-3326, ¶ 8 (10th Dist.)
- Shifrin v. Forest City Ent., Inc., 64 Ohio St.3d 635 (1992)
- Ward v. Eaton US Holdings, 2017-Ohio-543, ¶ 14 (8th Dist.)
- Nordquist v. Schwartz, 2012-Ohio-4571, ¶ 21 (7th Dist.)
- Apicella v. PAF Corp., 17 Ohio App.3d 245, 250 (8th Dist. 1984)
- Alotech Ltd. L.L.C. v. Barnes, 2017-Ohio-5569, ¶ 12 (8th Dist.)
- Vasilakis v. Vasilakis, 1996 Ohio App. LEXIS 2569, *5-6 (8th Dist. June 20, 1996)
- Zunshine v. Cott, 2007-Ohio-1475, ¶¶ 20, 23 (10th Dist.)
- Noble v. Colwell, 44 Ohio St.3d 92, 94 (1989)
- Lantsberry v. Tilley Lamp Co., 27 Ohio St.2d 303, 306 (1971)
- Assunta Rossi Personalty Revocable Living v. Keehan, 2023-Ohio-3710, ¶ 11 (8th Dist.)
- Third Wing, Inc. v. Columbia Cas. Co., 2011-Ohio-4827, ¶ 6 (8th Dist.)
- State v. Threatt, 2006-Ohio-905, ¶ 20
- Moskovitz v. Mt. Sinai Med. Ctr., 69 Ohio St.3d 638, 658 (1994)
- Griffith v. Chelsea Condominium Assn., No. 112703 (8th Dist. June 12, 2023)
- R. Gibson Properties, L.L.C. v. Genmoncha, L.L.C., 2021-Ohio-3732, ¶ 23 (8th Dist.)
- Superior Piping Contrs., Inc. v. Reilly Industries, Inc., 2008-Ohio-4858, ¶ 15 (8th Dist.)
- Lawrence v. Lorain Cty. Community College, 127 Ohio App.3d 546, 549 (9th Dist. 1998)
- Tejada-Hercules v. State Auto. Ins. Co., 2008-Ohio-5066, ¶¶ 10, 21 (10th Dist.)
- Brown v. Spitzer Chevrolet Co., 2012-Ohio-5623, ¶ 20 (5th Dist.)
- Rayco, 2019-Ohio-3756, ¶ 4 (8th Dist.)
- Cruz v. English Nanny & Governess School, 2022-Ohio-3586
- Dornette v. Green Bldg. Consulting, L.L.C., 2025-Ohio-4944 (1st Dist.)
- Barker v. McCoy, 2015-Ohio-3127, ¶ 32 (4th Dist.)
- Bittner v. Tri-County Toyota, Inc., 58 Ohio St.3d 143, 146 (1991)
- State v. Hill, 2022-Ohio-4544, ¶ 9
- State v. Beasley, 2018-Ohio-16, ¶ 12
- Blakemore v. Blakemore, 5 Ohio St.3d 217, 219 (1983)
- Cleveland v. CapitalSource Bank, 2016-Ohio-3172, ¶ 8 (8th Dist.)
- Benton Village Condominium Owners' Assn. v. Bridge, 2018-Ohio-4896, ¶ 28 (8th Dist.)

- Bolek v. Miller-McNeal, 2016-Ohio-1383
- CapitalSource Bank, 2016-Ohio-3172, ¶ 11 (8th Dist.)
- Pyle v. Pyle, 11 Ohio App.3d 31, 35 (8th Dist. 1983)
- Swanson v. Swanson, 48 Ohio App.2d 85 (8th Dist. 1976)
- Whitaker v. M.T. Auto., Inc., 2006-Ohio-5481, ¶ 18
- Birdsall v. Coolidge, 93 U.S. 64 (1876)
- Ritter v. Fairway Park Properties, L.L.C., 2004-Ohio-2518, ¶ 14 (9th Dist.)
- First Fin. Bank, N.A. v. Cooper, 2016-Ohio-3523, ¶ 23 (1st Dist.)

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