

COURT OF APPEALS OF OHIO, TWELFTH APPELLATE DISTRICT,
FAYETTE COUNTY

Farrens v. Farrens

2026-Ohio-2357 · No. CA2025-08-021 · Decided June 22, 2026

SUMMARY

The Twelfth District Court of Appeals of Ohio reversed a trial court's termination of Amatha Farrens's spousal-support award based on alleged cohabitation with Brian Leaming. The court held that the evidence did not establish actual living together of a sustained duration or the financial interdependence necessary for cohabitation, and that the trial court improperly relied on pre-order conduct. The court also stated that the retroactive termination date independently raised an issue requiring reversal.

CASE DETAILS

COURT	Court of Appeals of Ohio, Twelfth Appellate District, Fayette County
WRITING FOR THE COURT	Mike Powell; Matthew R. Byrne; Piper
JURISDICTION	Court of Appeals of Ohio, Twelfth Appellate District, Fayette County
DECIDED	June 22, 2026
DOCKET	CA2025-08-021
DISPOSITION	reversed
PROCEDURAL POSTURE	Amatha Farrens appealed the Fayette County Court of Common Pleas, Domestic Relations Division's order terminating her spousal support based on a finding that she was cohabiting with Brian Leaming.
STANDARD OF REVIEW	The overarching decision to terminate spousal support is reviewed for abuse of discretion. The underlying factual finding of cohabitation is reviewed under the competent, credible evidence standard, described as manifest-weight review when applied to factual questions. The appellate court will not disturb the cohabitation finding if some competent, credible evidence supports all essential elements, but reversal is required when an essential element lacks evidentiary support.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Amatha M. Farrens v. Corey M. Farrens

TOPICS

spousal support

family law procedure

appellate procedure

standard of review

remedies

PRACTICE AREAS

family law

spousal support

appellate procedure

remedies

QUESTIONS PRESENTED

1. Whether the trial court's finding that Amatha was cohabiting with Brian Leaming was against the manifest weight of the evidence.
2. What standard of review applies to the decision to terminate spousal support and to the underlying cohabitation finding.
3. Whether conduct predating the effective date of the cohabitation clause could establish cohabitation when the parties no longer shared a residence after the clause took effect.
4. Whether the evidence established the actual living together, sustained duration, and shared-expense or financial-interdependence elements of cohabitation.
5. Whether the trial court could retroactively terminate spousal support effective August 12, 2024, when Leaming was not living with Amatha on that date.

HOLDINGS

1. The decision to terminate spousal support is reviewed for abuse of discretion, while the underlying factual finding of cohabitation is reviewed under the competent, credible evidence standard.
2. The evidence did not establish cohabitation because, after the support order, Amatha and Leaming maintained separate residences and independent finances, and their dating relationship was not the functional equivalent of a marriage.
3. Pre-order conduct is not categorically inadmissible, but it cannot supply the missing elements of cohabitation when the parties' shared-living arrangement ended months before the cohabitation clause took effect and the parties were no longer residing together after the order.
4. Consortium is a necessary element of cohabitation but is not sufficient by itself to establish cohabitation for purposes of terminating spousal support.
5. Even if cohabitation had been established, retroactive termination effective August 12, 2024 would independently require reversal because Leaming was living elsewhere on that date and had not cohabited with Amatha for approximately four months.

KEY QUOTATIONS

“But where the evidence, even viewed in the light most favorable to the judgment, fails to support an essential element of cohabitation, the judgment must be reversed.” (¶ 15)

“Critically, cohabitation “requires not only a relationship, sexual or otherwise, of a permanent, continuing nature, but also some sort of monetary support between the [recipient] spouse and the paramour so as to be

the functional equivalent of a marriage.” (¶ 17)

“Consortium is a necessary element of cohabitation, but it is not a sufficient one.” (¶ 40)

“That is not the functional equivalent of a marriage that the law requires for a finding of cohabitation.” (¶ 48)

FACTUAL BACKGROUND

Amatha Farrens received a spousal-support award requiring Corey Farrens to pay \$20,000 per month for 39 months, with termination upon remarriage or cohabitation with an unrelated adult. Amatha dated Brian Leaming, who temporarily stayed in her home from late 2023 or early 2024 until March or April 2024, but thereafter maintained separate residences. After the August 12, 2024 support order, the couple maintained separate homes and independent finances, shared occasional meals, trips, vehicle use, and overnight visits, and did not share joint accounts, bills, insurance, or regular financial support. The trial court nevertheless found cohabitation and retroactively terminated support, prompting Amatha's appeal.

PROCEDURAL HISTORY

Corey Farrens filed for divorce in 2021. After an evidentiary hearing, the trial court adopted and modified a magistrate's decision awarding Amatha \$20,000 per month in spousal support for 39 months, subject to termination upon remarriage or cohabitation. Following a 2025 hearing on Corey's motion to terminate support, the trial court found cohabitation, terminated support retroactively to August 12, 2024, and ordered Amatha to reimburse \$140,000 in payments. The Court of Appeals reversed, holding that the cohabitation finding lacked competent, credible evidentiary support.

DISPOSITION

reversed

REMAND INSTRUCTIONS

The judgment terminating spousal support and ordering reimbursement was reversed. The judgment entry directed that a mandate be sent to the Fayette County Court of Common Pleas, Domestic Relations Division, for execution. The majority did not order a new hearing; the dissent would have remanded for one.

CASES CITED

- Kunkle v. Kunkle, 51 Ohio St.3d 64, 67 (1990)
- Schuh v. Schuh, 2014-Ohio-4755, ¶ 10 (12th Dist.)
- McFarland v. McFarland, 2019-Ohio-2673, ¶ 11 (12th Dist.)
- Justice v. Smith, 2020-Ohio-1068, ¶¶ 6, 10-13, 18 (12th Dist.)
- Delgado v. Delgado, 2018-Ohio-4938, ¶¶ 22-24 (12th Dist.)
- Hartman v. Hartman, 2005-Ohio-4663, ¶¶ 13, 15 (9th Dist.)
- Fox v. Fox, 2014-Ohio-1887, ¶¶ 27-34, 38 (12th Dist.)

- Keith v. Keith, 2011-Ohio-6532, ¶¶ 11-12 (12th Dist.)
- Keeley v. Keeley, 2000 WL 431362, *2-*3 (12th Dist. Apr. 17, 2000)
- Hupp v. Hupp, 2015-Ohio-3594, ¶¶ 8, 10 (10th Dist.)
- Gatto v. Gatto, 1995 WL 434403, *1 (9th Dist. July 19, 1995)
- Bussey v. Bussey, 55 Ohio App.3d 117, 118 (12th Dist. 1988)
- Shippy v. Shippy, 2010-Ohio-5332, ¶ 28 (5th Dist.)
- State v. Williams, 79 Ohio St.3d 459, 465, 1997-Ohio-79
- Thomas v. Thomas, 76 Ohio App.3d 482, 485 (10th Dist. 1991)
- Burns v. Burns, 2012-Ohio-2850, ¶¶ 11-13 (12th Dist.)
- Hosler v. Hosler, 2018-Ohio-4486, ¶¶ 11-25, 30, 33 (12th Dist.)
- Perri v. Perri, 79 Ohio App.3d 845, 848 (2d Dist. 1992)
- Guggenbiller v. Guggenbiller, 2011-Ohio-3622, ¶¶ 16, 18 (9th Dist.)
- Dyrdek v. Dyrdek, 2010-Ohio-2329, ¶ 20 (4th Dist.)
- Jennings v. Jennings, 1995 WL 628336, *2 (8th Dist. Oct. 26, 1995)
- In re Z.C., 2023-Ohio-4703, ¶¶ 14-16
- In re S.F., 2026-Ohio-1502, ¶ 21 (12th Dist.)