

**IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY**

OHIO NEIGHBORHOOD FINANCE, INC. :
dba CASHLAND :

Plaintiff-Appellant

v.

PHILLIP MACKENDRICK

Defendant-Appellee

: Appellate Case No. 23978
:
: Trial Court Case No. 09-CVF-5221
:
: (Civil Appeal from
: Dayton Municipal Court)
:
:
:

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O P I N I O N

Rendered on the 10th day of December, 2010.

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ANTHONY M. SHARETT, Atty. Reg. #0076607, and M. BRECK VALENTINE, Atty.
Reg. #0083696, Bricker & Eckler LLP, 100 South Third Street, Columbus, Ohio
43215

Attorney for Plaintiff-Appellant

PHILLIP MACKENDRICK, 2813 Edgemoor Lane, Moraine, Ohio 45439

Defendant-Appellee, *pro se*

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BROGAN, J.

{¶ 1} Appellant Ohio Neighborhood Finance, Inc. (“Ohio Neighborhood”) appeals the decision of the Dayton Municipal Court, wherein the court refused to grant a default judgment to Ohio Neighborhood against Phillip Mackendrick in the amount of \$314.13, plus interest at the rate of 25%.

{¶ 2} On March 18, 2009, Ohio Neighborhood made a loan to Mackendrick

for the amount of \$250.00. Aside from repaying the \$250.00, Mackendrick agreed to a loan origination charge of \$15.00, and a credit investigation fee of \$10.00. After the fees and interest, Mackendrick was required to pay an aggregate sum of \$279.13 due April 9, 2009. In the “Promise to Pay” section of the customer agreement that Mackendrick signed, it states in pertinent part:

{¶ 3} “You promise to pay us \$250.00 (the Principal Amount on this loan) plus interest at a rate of 25% per annum on the principal outstanding for the time outstanding from the date of this Customer Agreement until paid in full.”

{¶ 4} On April 9, 2009, Mackendrick was unable to repay the loan. After Ohio Neighborhood demanded the amount be repaid, Mackendrick failed to repay the amount due under the loan agreement.

{¶ 5} Ohio Neighborhood filed a complaint in the Dayton Municipal Court, seeking judgment against Mackendrick for the amount of \$314.13 plus the interest of 25% per annum beginning on the date of default, along with court costs and reasonable attorneys’ fees as permitted by statute and contract. Mackendrick failed to respond or plead to the complaint, and Ohio Neighborhood filed its motion for default judgment.

{¶ 6} On March 18, 2010, the trial court overruled plaintiff’s motion for a default judgment. On April 1, 2010, Ohio Neighborhood filed this appeal.

II

{¶ 7} Ohio Neighborhood puts forth one assignment of error, which states as follows:

{¶ 8} “THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN DENYING APPELLANT’S DEFAULT JUDGMENT MOTION SEEKING POST-JUDGMENT INTEREST AT THE RATE OF 25% PER ANNUM.”

{¶ 9} The trial court’s denial of a motion for default judgment is not a final appealable order because the denial of such a motion neither determines the action nor prevents judgment in the action. See *Jamestown Village Condo v. Market Media* (1994), 96 Ohio App.3d 678.

{¶ 10} This appeal is ORDERED Dismissed.

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DONOVAN, P.J., and FAIN, J., concur.

Copies mailed to:

Anthony M. Sharett
M. Breck Valentine
Phillip Mackendrick
Hon. John S. Pickrel