IN THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

Operation Restoration, LLC,	:	
Plaintiff-Appellee,	:	No. 25AP-879 (C.P.C. No. 23CV-1279)
v.	:	(REGULAR CALENDAR)
Lian Zhao Wang, aka Lianzhao Wang et al.,	:	
	:	
Defendants-Appellants.	:	

D E C I S I O N

Rendered on September 17, 2026

On brief: *Luper Neidenthal & Logan*, *LPA*, *Scott C. Walker*, and *Nickolas F. Wead*, for appellee. **Argued:** *Scott C. Walker* and *Nickolas F. Wead.*

On brief: *Lian Zhao Wang*, pro se. **Argued:** *Lian Zhao Wang*.

APPEAL from the Franklin County Court of Common Pleas

JAMISON, J.

{¶ 1} Defendants-appellants, Lian Zhao Wang and Jing Yuan Wu (collectively "appellants"), appeal from the Franklin County Court of Common Pleas judgment denying their motion for leave to file an amended answer and counterclaim, and granting plaintiff-appellee, Operation Restoration, LLC's, motion for default judgment against Jing Yuan Wu and motion for summary judgment against Lian Zhao Wang. For the following reasons, we dismiss this appeal because it does not present a final, appealable order.

I. FACTS AND PROCEDURAL HISTORY

{¶ 2} This case originated in the Franklin County Court of Common Pleas when appellee filed a "Complaint in Foreclosure and to Marshall Liens" against appellants. (Compl. at 1.) Appellants owned a property which is identified as 2038 Shawbury Court West, Columbus, Ohio 43229 (the "property"). Appellants allegedly entered into a contract with appellee to provide certain labor, work services, and materials in connection with the restoration, reconstruction, and remodeling of the property on July 27, 2022. The contract was signed and orchestrated by a rental agent for the property, Larissa Zang (the "agent").

{¶ 3} Upon completion of the work, appellee alleged they were entitled to payment in the amount of $15,100.81. Appellants did not pay appellee. On October 7, 2022, appellee obtained a mechanic's lien on the property for the labor, work, services, and materials used in constructing, altering, and improving the property. Appellee asserted breach of contract, unjust enrichment, and ultimately sought foreclosure of their mechanic's lien.

{¶ 4} Wang asserted that the agent entered into the contract with the appellants after independently assessing the property. Wang further asserted that the agent would not allow them to visit the property during the time of repair. When the agent agreed to let the appellants enter the home, they discovered the property had been under construction. Wang claimed the basement was severely damaged, the air conditioning and the water boiler were broken, and the first-floor closet was damaged. As a result, appellants filed a complaint against the agent in a separate action.

{¶ 5} On June 2, 2023, Wang filed an answer to appellee's complaint while the separate action was pending. While awaiting the pending decision, the dispositive motion deadline in the matter lapsed. Accordingly, appellee filed an out-of-time default and a motion for summary judgment instanter, asserting that appellants' answer did not controvert any genuine issue of material fact. Wang filed a motion for leave to respond to appellee's motion for summary judgment. Wang then filed an affidavit of facts and a memorandum contra to appellee's motion for summary judgment. Wang finally filed a motion for leave to file an amended answer and counterclaim.

{¶ 6} The trial court issued a judgment entry denying Wang's motion for leave to file an amended answer and counterclaim; issued a judgment entry granting appellee's motion for summary judgment; and finally the trial court issued a decree in foreclosure, which said:

> [U]nless the sums found due herein, together with the costs of this action be fully paid within three (3) days from the date of the entry of this final judgment to include an amount of attorney's fees, the equity of redemption and dower of all Defendants in and to said premises shall be foreclosed and that an order of sale may be issued to the Sheriff of Franklin County, directing him to appraise, advertise in a paper of general circulation within the County, and sell said premises as upon

> execution and according to law free and clear of the interest of all parties to this action.

(Oct. 8, 2025 Entry Den. Def. Lian Zhoa Wang's Mot. for Leave to File Am. Answer and Coutercl. & Jgmt. Entry & Decree in Forclosure at 4.)

{¶ 7} The order also listed the amount to be paid and the priority of the liens. Wang timely appealed.

II. ASSIGNMENT OF ERROR

{¶ 8} Wang assigns the following as trial court error:

> The trial court erred in relying on the three forged legal documents presented by the Appellee to issue the judgment against the Appellant, also erred in the fact-finding thus abused its discretion.

(Sic passim.)

III. STANDARD OF REVIEW

{¶ 9} Under Civ.R. 56(C), a trial court shall grant summary judgment if the filings in the action, including the pleadings and affidavits, "show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." "Cases decided on summary judgment are reviewed de novo under the standard set forth in Civ.R. 56." *Huntington Natl. Bank v. Schneider*, 2025-Ohio-2920, ¶ 13. " 'Summary judgment may be granted when "(1) no genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party." ' " *Id.*, quoting *M.H. v. Cuyahoga Falls*, 2012-Ohio-5336, ¶ 12, quoting *Temple v. Wean United, Inc.*, 50 Ohio St.2d 317, 327 (1977). "The burden of showing that no genuine issue exists as to any material fact falls upon the moving party in requesting a summary judgment." *Harless v. Willis Day Warehousing Co., Inc.*, 54 Ohio St.2d 64, 66 (1978).

IV. LEGAL ANALYSIS

{¶ 10} Before this court can address the assignment of error, we must first consider whether this appeal has been properly invoked in our jurisdiction. When an order provides for relief that is conditioned upon a future event, then that order is not final.

{¶ 11} Under the Ohio Constitution, Article IV, Section 3(B)(2), courts of appeals may "affirm, modify, or reverse judgments or final orders of the courts of record inferior to the court of appeals within the district." R.C. 2505.03(A) restricts the jurisdiction of courts of appeals to the review of final orders. *Flynn v. Fairview Village Retirement Community, Ltd.*, 2012-Ohio-2582, ¶ 5. "To properly lie within our jurisdiction, an appeal must arise from a final appealable order." *Leonard v. You Properties, Inc.*, 2016-Ohio-7877, ¶ 8 (10th Dist.). Pursuant to R.C. 2505.02(B)(1), "[a]n order is a final order that may be reviewed, affirmed, modified, or reversed, with or without retrial, when it . . . in effect determines the action and prevents a judgment[.]" If the trial court does not issue a final, appealable order, then a reviewing court does not have jurisdiction to consider the case, and it must be dismissed. *State v. Harvey*, 2019-Ohio-4022, ¶ 8 (10th Dist.), citing *Gen. Acc. Ins. Co. v. Ins. Co. of N. Am.*, 44 Ohio St.3d 17, 20 (1989).

{¶ 12} Even if the parties do not raise the question of jurisdiction, when an appellate court suspects the appealed judgment is not a final, appealable order, it must sua sponte consider whether it possesses the jurisdiction necessary to hear the appeal. *Leonard v. Huntington Bancshares, Inc.*, 2014-Ohio-2421, ¶ 8 (10th Dist.). If the order meets the requirements of R.C. 2505.02, the court must then determine whether Civ.R. 54(B) applies and, if so, whether the order states that there is no reason for delay. *Nnadi v. Nnadi*, 2015-Ohio-3981, ¶ 12 (10th Dist.), citing *Gen. Acc. Ins. Co.* at 21. Civ.R. 54(B) states that "[w]hen more than one claim for relief is presented in an action . . . or when multiple parties are involved, the court may enter final judgment as to one or more but fewer than all of the claims or parties only upon an express determination that there is no just reason for delay."

{¶ 13} However, "the mere incantation of the required language does not turn an otherwise non-final order into a final appealable order." *Noble v. Colwell*, 44 Ohio St.3d 92, 96 (1989). "Final orders include those orders that affect a substantial right and in effect determine an action and prevent a judgment." *VIL Laser Sys., L.L.C. v. Shiloh Industries, Inc.*, 2008-Ohio-3920, ¶ 8.

{¶ 14} Further, the Supreme Court of Ohio said a trial court's order was not final and appealable because the order gave the parties an option for a new trial on damages or, in the alternative, remittitur. *Id.* at ¶ 9. The fundamental issue was only resolved when the company consented to remittitur. *Id.* The Supreme Court said the judgment could not be final until the trial court made a decision about remittitur, notwithstanding the trial court's language in the order. *Id.* at ¶ 11. It follows that, when an order provides for relief that is conditioned upon a future event, then that order is not final. Following this logic, the First District reached this conclusion in finding that a trial court's order being made contingent on a party committing an act in the future did not create a final, appealable order. *Goering v. Schille*, 2012-Ohio-3330, ¶ 8 (1st Dist.).

{¶ 15} Here, the trial court's decree stated that "unless the sums found due herein, together with the costs of this action be fully paid within three (3) days from the date of the entry of this final judgment to include an amount of attorney's fees, the equity of redemption and dower of all Defendants in and to said premises shall be foreclosed . . ." (Oct. 8, 2025 Entry Den. Def. Lian Zhoa Wang's Mot. for Leave to File Am. Answer and Coutercl. & Jgmt. Entry & Decree in Forclosure at 4.)

{¶ 16} The judgment was contingent upon a future event—namely, the failure to pay the specified amount by the stated deadline—which would then result in foreclosure. Because the judgment does not conclusively determine the parties' rights and obligations but instead conditions the ultimate relief upon a future contingency, it is not a final, appealable order. "If the trial court had simply ended its judgment entry after vacating the decree of confirmation, that would have constituted a final, appealable order under R.C. 2505.02(B)(1) and (3)." *Goering* at ¶ 8, citing *Sky Bank v. Mamone*, 2009-Ohio-2265, ¶ 25 (8th Dist.).

{¶ 17} In *Farmers State Bank v. Sponaugle*, 2019-Ohio-2518, the Supreme Court said:

> Foreclosure actions proceed in two stages, both of which end in a final, appealable judgment: the order of foreclosure and the confirmation of sale. *CitiMortgage, Inc. v. Roznowski*, [2014-Ohio-1984], ¶ 39. The order of foreclosure determines the extent of each lienholder's interest, sets out the priority of the liens, determines the other rights and responsibilities of each party, and **orders the property to be sold by sheriff's sale**. *Id.*; R.C. 2323.07. On appeal, parties may challenge the court's decision to grant the decree of foreclosure. *Roznowski* at ¶ 39. Once the foreclosure decree is final and upon completion of the appeals process, the rights and responsibilities of the parties under the foreclosure decree may no longer be challenged. *Id.*

(Emphasis added.) *Id.* at ¶ 18.

{¶ 18} Accordingly, " ' " 'a judgment entry ordering a foreclosure sale is not final and appealable unless it resolves all of the issues involved in the foreclosure, including the following: **whether an order of sale is to be issued;** what other liens must be marshaled before distribution is ordered; the priority of any such liens; **and** the amounts that are due the various claimants.' " ' " (Emphasis added.) *Real Time Resolutions, Inc. v. Vogelpohl*, 2021-Ohio-1270, ¶ 12 (10th Dist.), quoting *Green Tree Servicing L.L.C. v. Columbus & Cent. Ohio Children's Chorus Found.*, 2016-Ohio-3426, ¶ 9 (10th Dist.), quoting *Whipps v. Ryan*, 2008-Ohio-1216, ¶ 19 (10th Dist.), quoting *Davilla v. Harman*, 2007-Ohio-3146, ¶ 18 (7th Dist.).

{¶ 19} The trial court determined what liens must be marshaled before distribution is ordered, the priority of such liens, the amount due to appellee, and provided language that the amended filing by Wang would cause undue delay. However, it did not finally adjudicate appellee's claim for foreclosure because it did not order the property to be foreclosed and sold by sheriff's sale. Rather, the trial court's decree expressly provided that the property would be foreclosed and that an order of sale **may** be issued to the Sheriff of Franklin County **unless** appellants paid the amount due by a specified future date. Thus, as is the case in *Goering* and *VIL Laser Sys.*, when the court entered its decree, the ultimate outcome remained contingent upon a future event. The decree therefore left an issue concerning the substantive relief sought. Because the foreclosure itself had not been finally determined, the decree did not determine the action and prevented a judgment. Accordingly, this court lacks jurisdiction over this appeal and we must dismiss.

V. CONCLUSION

{¶ 20} Based upon the forgoing analysis, we hold that an order allowing a defendant a period of time in which to choose between payment and foreclosure is not a final, appealable order. We therefore dismiss this appeal, remand the cause to the Franklin County Court of Common Pleas to determine if the contingency was met, and issue a judgment entry determining the same.

Appeal dismissed;
cause remanded.

DORRIAN and EDELSTEIN, JJ., concur.