

**IN THE COURT OF APPEALS OF OHIO
ELEVENTH APPELLATE DISTRICT
GEAUGA COUNTY**

U.S. BANK NATIONAL
ASSOCIATION, NOT IN ITS
INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE OF NRZ
PASS-THROUGH TRUST XI,

Plaintiff-Appellee,

- VS -

THERESA A. SHAFFER a.k.a.
THERESA A. MCFAUL-SHAFFER
a.k.a. THERESA MCFAUL SHAFFER,
et al.,

Defendant-Appellant.

CASE NO. 2025-G-0031

Civil Appeal from the
Court of Common Pleas

Trial Court No. 2024 F 000399

MEMORANDUM OPINION AND JUDGMENT ENTRY

Decided: October 19, 2026
Judgment: Appeal dismissed

Suzanne M. Godenswager, and *David T. Brady*, Sandhu Law Group, L.L.C., 1213 Prospect Avenue, Suite 300, Cleveland, OH 44115 (For Plaintiff-Appellee).

Andrew M. Engel, *Whitney E. Kaster*, and *Marc E. Dann*, Dann Law, 15000 Madison Avenue, Lakewood, OH 44107 (For Defendant-Appellant).

ROBERT J. PATTON, J.

{¶1} Defendant-appellant, Theresa A. Shaffer (“Shaffer”), appeals from the trial court’s decision granting plaintiff-appellee, U.S. Bank National Association’s, as trustee of NRZ Pass-Through Trust XI (“U.S. Bank National”), motion for summary judgment on its complaint for foreclosure.

{¶2} Upon review, we conclude that the trial court's judgment and decree of foreclosure is not a final appealable order. The appeal is dismissed.

Substantive and Procedural Facts

{¶3} On June 12, 2024, U.S. Bank National filed a Complaint for money, foreclosure, and other equitable relief against Shaffer, Brian Shaffer ("Brian"), and their unknown spouses.¹ The complaint also named Capital One National Association, The Huntington National Bank, LCE Federal Credit Union, John Carroll University, and the Geauga County Treasurer. According to the complaint, Shaffer owed U.S. Bank National \$142,118.85 on the note and mortgage with interest at the annual rate of 6.65% from March 1, 2018.

{¶4} John Carroll University filed its answer on July 8, 2024. LCE Federal Credit Union filed its answer on August 2, 2024. Shaffer and Brian jointly filed their answer on September 8, 2024.

{¶5} On December 12, 2024, U.S. Bank National filed a motion for default judgment against Capital One National Association, The Huntington National Bank, successor by merger to Sky Bank, and John Doe, Name Unknown, Unknown Spouse, if any of Theresa A. Shaffer. The same day, U.S. Bank National filed a motion for summary judgment on the claims against Shaffer and Brian. Shaffer and Brian jointly filed a response in opposition to U.S. Bank National's motion for summary judgment on February 13, 2025.

1. The Unknown Spouse of Brian Shaffer, as designated in the complaint, was dismissed from the action on December 3, 2024.

{¶6} On March 18, 2025, Shaffer and Brian also filed a joint motion for summary judgment wherein they argued that the complaint was barred by the statute of limitations and that U.S. Bank National lacked standing.

{¶7} On May 19, 2025, Shaffer filed a motion for leave to file a counterclaim. U.S. Bank National opposed the motion.

{¶8} On August 7, 2025, the trial court denied Shaffer's motion to amend her answer to include additional counterclaims. The trial court also granted in part and denied in part, U.S. Bank National's motion for summary judgment and denied Shaffer and Brian's joint motion for summary judgment in its entirety. The trial court concluded:

[T]here is some disagreement among courts as to whether expiration of the six-year statute of limitations found in R.C. 1303.16(A) applies to preclude foreclosure under a note. However, this Court believes the more reasonable approach is to honor the twenty-one-year statute of limitations for foreclosure on mortgages as contained in R.C. 2305.04. . . .

Consequently, the Bank's [motion for summary judgment] is DENIED for being time-barred relative to claims for amounts owed under the Note. However, the Bank's [motion for summary judgment] is GRANTED with respect to its claim for foreclosure under the Mortgage.

{¶9} Additionally, the trial court granted U.S. Bank National's motion for default as to the parties that failed to timely answer or otherwise respond to the complaint. On August 8, 2025, Shaffer filed a motion for reconsideration.²

{¶10} On August 11, 2025, the trial court filed its Judgment Entry and Foreclosure Decree. The trial court found,

[O]n the evidence adduced that there is due to [U.S. Bank National] on the promissory note set forth in the First Count of the Complaint (the "Note"), the sum of \$142,118.85 plus interest at 6.6500% per annum from March 1, 2018, for which

2. The trial court denied the motion on August 25, 2025.

sum judgment is rendered, in rem, in favor of [U.S.] Bank National.

. . .

The Court further finds that the conditions in the Mortgage have been broken and the same has become absolute and [U.S. Bank National] is entitled to have the equity of redemption and dower of all Defendants in and to the Premises foreclosed.

{¶11} The trial court's entry further determined:

While finding that there is no just reason for delay as to the Plaintiff's claim, the Judge makes no finding at this time as to the claims, rights, titles, interests or liens of the Defendants LCE Federal Credit Union and John Carroll University as set forth in their pleadings filed herein, except to note that such claims, rights, titles, interests or liens of the hereinabove Defendants are hereby ordered transferred to the proceeds derived from the sale of said premises, after the payment of the costs of the within action, taxes due and payable and the amount hereinabove found due Plaintiff, and the same is hereby ordered continued until further order.

The Court further finds that there is no just reason for delay in entering the judgment herein.

{¶12} On September 9, 2025, Shaffer filed a pro se motion for relief from judgment requesting that the trial court grant her motion for summary judgment and her motion for leave to file a counterclaim, and to dismiss the complaint.³ Additionally, Shaffer filed a pro se motion to stay proceedings and to waive bond.⁴

{¶13} The following day, on September 10, 2025, Shaffer filed her notice of appeal.

3. On September 11, 2025, the trial court denied Shaffer's motion for relief for lack of jurisdiction.

4. The trial court denied Shaffer's motion to stay and to waive bond on September 23, 2026. The trial court noted that it would reconsider the stay of judgment pending the posting of a supersedeas bond.

{¶14} On November 6, 2025, Shaffer, through counsel, filed a notice to stay proceedings as Shaffer had filed a petition in voluntary bankruptcy. U.S. Bank National filed a motion to withdraw the property from the scheduled sheriff's sale the same day. The trial court granted the motion to withdraw the sale and ordered all proceedings stayed pending the disposition of the petition in bankruptcy.

{¶15} On February 13, 2026, Shaffer filed a combined motion to stay sheriff's sale and to waive supersedeas bond. The trial court ordered that the sheriff's sale of the subject property be stayed pending final resolution of Shaffer's appeal upon the posting of a supersedeas bond in the amount of \$25,000.

The Appeal

{¶16} Shaffer raises three assignments of error for review:

[1.] The trial court erred in granting [U.S. Bank National]'s motion for summary judgment.

[2.] The trial court erred in denying [Shaffer]'s motion for summary judgment.

[3.] The trial court erred in denying [Shaffer]'s motion for leave to file her counterclaims.

{¶17} As a preliminary matter, before addressing Shaffer's assignments of error, we must first determine whether the trial court's entry is a final appealable order.

{¶18} According to Ohio Const., art. IV, § 3(B)(2), a judgment of a trial court can be immediately reviewed by an appellate court only if it constitutes a "final order" in the action. *Bank of Am. v. Telerico*, 2017-Ohio-1339, ¶ 3 (11th Dist.), citing *In re Biddlestone*, 2011-Ohio-1299, ¶ 3 (11th Dist.). A reviewing court has no jurisdiction to review the matter if the lower court's order is not final, and the matter must be dismissed. *Id.*, citing *Gen. Acc. Ins. Co. v. Ins. Co. of N. Am.*, 44 Ohio St.3d 17, 20 (1989). "For a judgment to be

final and appealable, it must satisfy the requirements of R.C. 2505.02 and, if applicable, Civ.R. 54(B).” *Id.*

{¶19} R.C. 2505.02(B) defines a final order as one of the following:

- (1) An order that affects a substantial right in an action that in effect determines the action and prevents a judgment
- (2) An order that affects a substantial right made in a special proceeding or upon a summary application in an action after judgment;
- (3) An order that vacates or sets aside a judgment or grants a new trial;
- (4) An order that grants or denies a provisional remedy and to which both of the following apply:
 - (a) The order in effect determines the action with respect to the provisional remedy and prevents a judgment in the action in favor of the appealing party with respect to the provisional remedy.
 - (b) The appealing party would not be afforded a meaningful or effective remedy by an appeal following final judgment as to all proceedings, issues, claims, and parties in the action.
- (5) An order that determines that an action may or may not be maintained as a class action;
- (6) An order determining the constitutionality of any changes to the Revised Code . . . ;
- (7) An order in an appropriation proceeding”

{¶20} There are two stages to foreclosure actions. Each stage results in a final, appealable judgment: the foreclosure decree and the confirmation of sale. *See Farmers State Bank v. Sponaugle*, 2019-Ohio-2518, ¶ 18. “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. at ¶ 18, citing *CitiMortgage, Inc. v. Roznowski*, 2014-Ohio-1984, ¶ 39, and R.C. 2323.07.

{¶21} An order that fails to reflect the necessary components of a foreclosure judgment—such as determining the extent of each lienholder's interest—is not a final appealable order. *Bank of New York Mellon v. Cox*, 2025-Ohio-4406, ¶ 12 (12th Dist.), citing *Johnson v. Stone*, 2019-Ohio-4630, ¶ 19 (3d Dist.) (concluding that order was not a final order because the trial court did not determine the extent of each lienholder's interest); see also *Gemmell v. Evergreen Site Holdings, Inc.*, 2025-Ohio-2258, ¶ 18 (4th Dist.).

{¶22} In the trial court's August 11, 2025 entry, the court stated:

The Judge further finds that Defendants LCE Federal Credit Union and John Carroll University each claims some rights, titles, interests, claims, or liens upon the Premises, as set forth in the pleading they filed herein but that any rights, titles, interests, claims, or liens that they may have are inferior and subsequent to the lien of Plaintiff. . .

the Judge makes no finding at this time as to the claims, rights, titles, interests or liens of the Defendants LCE Federal Credit Union and John Carroll University as set forth in their pleadings filed herein, except to note that such claims, rights, titles, interests or liens of the hereinabove Defendants are hereby ordered transferred to the proceeds derived from the sale of said premises. . .

{¶23} We conclude that the trial court's August 11, 2025 entry is not a final appealable order as it does not determine or establish the priority of two of the junior lienholders. *Tax Ease Ohio L.L.C. v. Miller*, 2019-Ohio-3433, ¶ 10 (5th Dist.). We recognize that the Supreme Court of Ohio is reviewing a foreclosure case involving similar language on the proposition of law that "a decree of foreclosure that makes no finding of the right, title, interest, or claim of a purported lienholder and transfers that lien to the

proceeds of the sale of that property is not a final appealable order under R.C. 2505.02.”
See *St. Leonard v. Agendgo*, Case No. 2026-0056.

{¶24} Furthermore, simply including Civ.R. 54(B) language into an otherwise non-final order does not transform it into a final one. *U.S. Bank, N.A. v. Denen*, 2015-Ohio-5070, ¶ 20 (11th Dist.) citing *Bristol Twp. Bd. of Trustees v. Haney*, 2010-Ohio-3965, ¶ 5 (11th Dist.). See *L. Bryan Carr Co., LPA v. Laforge*, 2024-Ohio-2320, ¶ 19 (11th Dist.).

{¶25} Accordingly, this court is without jurisdiction to consider the merits of this appeal.

Conclusion

{¶26} The appeal is dismissed for lack of a final appealable order.

MATT LYNCH, P.J.,

EUGENE A. LUCCI, J.,

concur.

JUDGMENT ENTRY

For the reasons stated in the memorandum opinion of this court, it is ordered that the appeal is hereby dismissed for lack of a final appealable order.

Costs to be taxed against appellant.

JUDGE ROBERT J. PATTON

PRESIDING JUDGE MATT LYNCH,
concur

JUDGE EUGENE A. LUCCI,
concur

THIS DOCUMENT CONSTITUTES A FINAL JUDGMENT ENTRY

A certified copy of this opinion and judgment entry shall constitute the mandate pursuant to Rule 27 of the Ohio Rules of Appellate Procedure.