[Cite as *Rocket Mtge., L.L.C. v. Mullins*, 2026-Ohio-3466.]

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

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.	:	C.A. No. 30712
Appellees	:	Trial Court Case No. 2025 CV 04438
v.	:	(Civil Appeal from Common Pleas Court)
RODNEY D. MULLINS, ET AL.	:	**FINAL JUDGMENT ENTRY & OPINION**
Appellant		

. . . .

Pursuant to the opinion of this court rendered on September 4, 2026, the judgment of the trial court is vacated, and the matter is remanded for further proceedings consistent with the opinion.

Costs to be paid by appellee Rocket Mortgage, LLC.

Pursuant to Ohio App.R. 30(A), the clerk of the court of appeals shall immediately send a copy of the court’s ruling to each party and note that action on the docket. Additionally, pursuant to App.R. 27, the clerk of the court of appeals shall send a certified copy of this judgment, which constitutes a mandate, to the clerk of the trial court and note the service on the appellate docket.

For the court,

MICHAEL L. TUCKER, JUDGE

EPLEY, J., and HUFFMAN, J., concur.

OPINION
MONTGOMERY C.A. No. 30712

RODNEY D. MULLINS, Appellant, Pro Se
ELLEN L. FORNASH, Attorney for Appellee

TUCKER, J.

{¶ 1} Rodney D. Mullins appeals pro se from the trial court's entry of default judgment against him on appellee Rocket Mortgage LLC's complaint for breach of a promissory note and foreclosure on a residential mortgage.

{¶ 2} Mullins contends the default judgment is void, because the trial court never obtained personal jurisdiction over him. He also asserts that the trial court subsequently erred in confirming the sale of his property when a motion for a stay was pending. He further argues that a sheriff's sale of the property was conducted in violation of the federal Real Estate Settlement Procedures Act. Finally, he claims Rocket Mortgage's counsel committed fraud on this court by representing that he had died during the pendency of this appeal.

{¶ 3} We agree that the record does not establish the trial court's attainment of personal jurisdiction over Mullins. As a result, we vacate the default judgment and remand the case for further proceedings. Mullins' other assignments of error are overruled because they exceed the scope of his appeal from the trial court's entry of default judgment.

I. Background

{¶ 4} Rocket Mortgage filed its complaint against Mullins on August 12, 2025, alleging breach of a promissory note and seeking foreclosure of a mortgage on his home. Rocket Mortgage concurrently pursued two methods of serving him with the complaint and summons: service by the Clerk of Courts and service by a process server. The Clerk of Courts attempted residential service on Mullins via a commercial carrier, FedEx, under

Civ.R. 4.1(A)(1)(b). On August 15, 2025, a printed FedEx return form was docketed. The form included a tracking number and stated that it constituted "proof of delivery." The form indicated that "R. Mullins" had signed for delivery on August 15, 2025 at "Residence." The form did not include his address. Nor did it include a signature card or an image of a signature. The bottom of the form stated: "FedEx Express proof-of-delivery details appear below; however, no signature is currently available for this shipment. Please check again later for a signature." The form contained nothing below this statement.

{¶ 5} A process server, Greentree Legal, also sought to serve Mullins with the complaint and summons. On August 27, 2025, a return of non-service was filed, indicating that an employee of Greentree had been unable to serve him. The return stated: "Unable to serve at provided address after diligent attempts. No answer at residence. Neighbors confirmed subject does reside at home, but is not present very often. Occupant could be seen inside home but refused to open door."

{¶ 6} On October 28, 2025, Rocket Mortgage moved for default judgment based on Mullins' failure to answer or otherwise defend. In support, the company asserted that he had been properly served by FedEx on August 15, 2025. The trial court sustained Rocket Mortgage's motion on October 29, 2025, and filed a default judgment entry and decree of foreclosure. Mullins timely appealed, arguing among other things that the default judgment is void, because the record does not reflect that Rocket Mortgage ever obtained service of process on him via FedEx delivery.

{¶ 7} During oral argument on July 14, 2026, we noted the absence of a signed receipt in the record bearing Mullins' signature. In response, counsel for Rocket Mortgage represented that the office of the Montgomery County Clerk of Courts kept a more complete version of the FedEx return receipt bearing Mullins' signature and showing his address.

Counsel opined that the Clerk's office had filed a redacted version of the return receipt lacking Mullins' signature and address while keeping the more complete version private and inaccessible to viewing. Following that representation, we filed a July 16, 2026 order directing the Montgomery County Clerk of Courts "to file any FedEx return receipt in the Clerk's possession in the above-captioned case bearing Mullins' signature and showing the address where delivered." The Clerk's office responded the same day by filing a printed FedEx return form much like the one docketed on August 15, 2025. The only notable differences were that the form filed on July 16, 2026, included Mullins' full name and address. The July 16, 2026 filing again lacked a signature card or an image of Mullins' signature.

II. Analysis

{¶ 8} Mullins advances four assignments of error on appeal. The first assignment of error states:

> **THE TRIAL COURT ERRED IN ENTERING A DEFAULT JUDGMENT AGAINST APPELLANT BECAUSE THE COURT LACKED PERSONAL JURISDICTION DUE TO MATERIALLY DEFECTIVE SERVICE OF PROCESS.**

{¶ 9} Mullins contends the trial court never obtained personal jurisdiction over him, and the absence of personal jurisdiction rendered the court's default judgment entry and decree of foreclosure void ab initio. According to Mullins, under Civ.R. 4.1, service by FedEx required a signed receipt. Without a signed receipt showing to whom service was delivered, along with the date and address of delivery, Mullins maintains that personal jurisdiction was not established. He asserts that the August 15, 2025 FedEx printout was insufficient to establish service of process. Mullins also stresses the separate failed service by a process server. Accompanying his appellate brief are two of his own affidavits dated March 23, 2026, and April 15, 2026. We may not consider these affidavits as they were not part of the record below. *In re Forfeiture of Prop. of Rhodes*, 2013-Ohio-3046, ¶ 5 (2d Dist.) (declining to consider affidavits that were first offered into the record as attachments to an appellate brief and not properly certified as part of the trial court's original record in the appeal).

{¶ 10} In response to Mullins' personal-jurisdiction argument, Rocket Mortgage maintains that the August 15, 2025 FedEx printout satisfied Civ.R.4.1(A)(1)(b) and Civ.R. 4.1(A)(2), which it cites as "Civ.R. 4(A)(1)(b)" and "Civ.R. 4(A)(2)." Rocket Mortgage argues that the docketed August 15, 2025 return of service from FedEx, "in conjunction with the online tracking information in the FedEx account of the Montgomery County Clerk of Courts, confirms to whom the summons and complaint were delivered, the date of delivery, and the . . . delivery address." Rocket Mortgage also asserts that "the FedEx Return of Service indicates that a signature can be provided through the account." Rocket Mortgage contends a presumption of valid service arose, because it complied with the Civil Rules governing service of process. The company claims Mullins did not rebut the presumption, so it was entitled to default judgment.

{¶ 11} Upon review, we agree that "[i]n those instances where the plaintiff follows the Civil Rules governing service of process, courts presume that service is proper unless the defendant rebuts this presumption with sufficient evidence of non-service." *Carter-Jones Lumber Co. v. Meyers*, 2006-Ohio-5380, ¶ 11 (2d Dist.); *see also TM Three Advertising LLC v. Rodriguez*, 2021-Ohio-2759, ¶ 31 (5th Dist.) ("Proper service may be presumed only where the civil rules regarding service are followed. . . . Here, those rules were not followed, and there can, therefore, be no presumption of proper service.").

{¶ 12} The applicable rules are Civ.R. 4.1(A)(1)(b) and Civ.R. 4.1(A)(2). In relevant part, Civ.R. 4.1(A)(1)(b) authorizes a clerk of courts to "make service of any process by a commercial carrier service utilizing any form of delivery requiring a signed receipt." It provides: "The clerk shall deliver a copy of the process and complaint or other document to be served to a commercial carrier service for delivery at the address set forth in the caption or at the address set forth in written instructions furnished to the clerk, *with instructions to the carrier to return a signed receipt* showing to whom delivered, date of delivery, and address where delivered." (Emphasis added.) "A 'signed receipt' includes the return and filing of an electronic image of the signature." *See* 2012 Staff Note, Civ.R. 4.1.

{¶ 13} Finally, Civ.R. 4.1(A)(2) governs the filing of a return of service. It states: "The clerk shall forthwith enter on the appearance docket . . . the fact of delivery to a specified commercial carrier service for delivery, and make a similar entry when the return receipt is received." The rule further provides that "*[t]he clerk shall file the return receipt or returned envelope in the records of the action*." (Emphasis added.) The reference to a "returned envelope" appears to apply to unsuccessful service and a failure of delivery.

{¶ 14} In the present case, the only "return receipts" filed were the FedEx printouts. The one docketed on August 15, 2025 neither included a "signed receipt" nor showed the "address where delivered" as required by Civ.R. 4.1(A)(1)(b). It also did not include an electronic image of any signature. We note that the website of the Montgomery County Clerk of Courts provides a link to the FedEx tracking number for the service of process on Mullins. Clicking the link takes a user to a FedEx website that states: "This is an older tracking ID. We're displaying all of the information we have." What follows is a notation that delivery occurred on August 15, 2025, with shipment from Dayton, Ohio, to Dayton, Ohio. Near the bottom of the screen on the FedEx website is another link to "[o]btain proof of delivery."

Clicking that link produces a message directing the user to "enter the 9-digit shipper or payer FedEx account number associated with this shipment" to obtain "a detailed proof of delivery." Without having the account number, the user's only other option is to click a button labeled "VIEW PDF." Clicking that button simply takes the user to the same deficient FedEx proof-of-delivery form discussed above. Even assuming that we are permitted to follow these links, they do not lead us to a returned signed receipt from Mullins establishing his receipt of service of process.

{¶ 15} We note too that the most recent FedEx printout docketed on July 16, 2026, contained Mullins' full name and address, but it still lacked a signature card or an electronic image of his signature. Because Civ.R. 4.1(A)(1)(b) requires "the carrier to return a signed receipt showing to whom delivered," the FedEx service did not comply with the Civil Rules governing service of process. *Compare Biddle v. Connor Group*, 2026 WL 1381751, ¶ 16 (Ariz.App. May 18, 2026) (recognizing that the same FedEx printout in which the "carrier electronically acknowledged a signature (which does not itself appear in the record) is not sufficient" to constitute a "signed return receipt" under Arizona's civil rules). Therefore, no presumption of service arose. Without a presumption of service, there was nothing for Mullins to rebut. In the absence of an effective presumption of service, Rocket Mortgage needed actual proof of service on Mullins. But the only evidence of service by FedEx was the deficient printouts, which did not even create a presumption of service.

{¶ 16} "To render a valid judgment, a court must have personal jurisdiction over the defendant." *McManus v. Anderson*, 2025-Ohio-2542, ¶ 11 (2d Dist.), citing *Rice v. Kyte*, 2012-Ohio-841, ¶ 7 (2d Dist.). "A court can obtain personal jurisdiction over a party through service of process pursuant to the Civil Rules, voluntary appearance, or waiver." *Id.*, citing *In re S.A.*, 2013-Ohio-3047, ¶ 10 (2d Dist.). A default judgment entered by a trial court without personal jurisdiction over a defendant is void and is subject to being vacated. *Community Gain v. Johnson*, 2026-Ohio-1211, ¶ 16 (2d Dist.).

{¶ 17} Rocket Mortgage does not claim that Mullins made a voluntary appearance or that he waived personal jurisdiction, and we have determined that the FedEx printouts in the record failed to create a presumption of service. Although Rocket Mortgage appears to have done all it could do, the trial court's personal jurisdiction over Mullins was not established on the record before us because the Clerk's office failed to obtain and file a return receipt bearing his signature. As a result, the default judgment entry and decree of foreclosure is void ab initio. The first assignment of error is sustained.

{¶ 18} The second, third, and fourth assignments of error state:

> **THE TRIAL COURT COMMITTED REVERSIBLE ERROR AND VIOLATED APPELLANT'S CONSTITUTIONAL RIGHT TO DUE PROCESS BY CONFIRMING THE SHERIFF'S SALE ON FEBRUARY 27, 2026, WITHOUT FIRST RULING UPON APPELLANT'S PENDING MOTION TO STAY FILED ON DECEMBER 1, 2025.**
>
> **THE TRIAL COURT ERRED IN CONFIRMING THE SHERIFF'S SALE BECAUSE THE SALE WAS EXECUTED IN DIRECT VIOLATION OF FEDERAL LOSS-MITIGATION SAFEGUARDS UNDER 12 C.F.R. SECTION 1024.41 (RESPA), WHERE APPELLEE'S COUNSEL ACTIVELY INITIATED LOSS MITIGATION WITH APPELLANT LESS THAN TWENTY-FOUR HOURS BEFORE THE SALE.**
>
> **COUNSEL FOR APPELLEE COMMITTED FRAUD UPON THIS COURT BY COMMUNICATING MATERIALLY FALSE INFORMATION THAT APPELLANT HAD DIED, TRIGGERING APP.R. 29(A)**

PROCEEDINGS AND ENABLING THE SHERIFF'S SALE TO PROCEED UNCHALLENGED WHILE THIS COURT WAS FROZEN IN A HOLDING PATTERN. COUNSEL SUBSEQUENTLY ADMITTED IN THEIR OWN FILING THAT THEY COULD NOT CONFIRM THE DEATH.

{¶ 19} Mullins' second, third, and fourth assignments of error address post-appeal events involving the sheriff's sale of his home and confirmation of the sale. He contends the sale erroneously occurred while this court was "frozen" by Rocket Mortgage's suggestion that he had died. He also claims the trial court erred in confirming the sale without ruling on a stay motion. Finally, he claims confirmation of the sale violated federal law.

{¶ 20} On December 1, 2025, Mullins filed a notice of appeal from the trial court's judgment entry and decree of foreclosure. On January 15, 2026, Rocket Mortgage advised us that Mullins had died after filing his notice of appeal. On January 29, 2026, Rocket Mortgage corrected itself and recognized that he had not died. That same day, Mullins moved to stay a scheduled sheriff's sale. We sustained his motion on condition that he post a supersedeas bond. Mullins failed to post the bond, and the sheriff's sale occurred on January 30, 2026. Under these circumstances, we fail to see how Rocket Mortgage's initial misstatement about his death had any bearing on the sheriff's sale.

{¶ 21} Regardless, Mullins' second, third, and fourth assignments of error address the sheriff's sale and confirmation of the sale—events that occurred after he filed his notice of appeal. The default judgment and decree of foreclosure from which Mullins appealed was a final, appealable order. *U.S. Bank Natl. Assn. v. Lawson*, 2023-Ohio-1517, ¶ 14 (2d Dist.). "An order confirming the sale of foreclosed property is also a final appealable order." *Id*. at ¶ 15. Here Mullins appealed only from the judgment and decree of foreclosure. The post-decree matters involving the sheriff's sale and confirmation of the sale are not properly before us. Therefore, we have no occasion to consider the impact, if any, of our personal-jurisdiction determination on the sheriff's sale and confirmation of the sale. The second, third, and fourth assignments of error are overruled.

III. Conclusion

{¶ 22} Having sustained Mullins' first assignment of error, we vacate the trial court's October 29, 2025 default judgment entry and decree of foreclosure and remand the case for further proceedings.

. . . .

EPLEY, J., and HUFFMAN, J., concur.