

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

CAVALRY SPV I, LLC

Appellee

v.

ROBERT J. MEIER

Appellant

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C.A. No. 2026-CA-6

Trial Court Case No. 20-CVF-001-0601

(Civil Appeal from Municipal Court)

**FINAL JUDGMENT ENTRY &
OPINION**

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Pursuant to the opinion of this court rendered on October 16, 2026, the judgment of the trial court is affirmed.

Costs to be paid as stated in App.R. 24.

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,



ROBERT G. HANSEMAN, JUDGE

TUCKER, J., and EPLEY, J., concur.

OPINION
DARKE C.A. No. 2026-CA-6

ROBERT J. MEIER, Appellant, Pro Se
CAVALRY SPV I, LLC, Appellee, Pro Se

HANSEMAN, J.

{¶ 1} Robert J. Meier appeals from a judgment from the Darke County Municipal Court that overruled his motion to vacate a default judgment. For the following reasons, the trial court's judgment is affirmed.

Facts and Course of Proceedings

{¶ 2} Plaintiff-appellee, Cavalry SPV I, LLC, filed a complaint on August 14, 2020, seeking judgment on a delinquent credit card account held in Meier's name totaling \$3,287.86. Cavalry requested the clerk of court to serve Meier by certified mail at 4118 Beanblossom Road, Greenville, Ohio 45331. This address appears on the monthly credit card statements attached to Cavalry's complaint for 2018 and 2019. On October 2, 2020, a certified mail return receipt dated October 1, 2020, was filed in the clerk's office. The receipt shows a signature and a printed name appearing to be "Robert Mere" or "Robert Were," similar to Robert Meier. Meier failed to appear or file an answer. Cavalry filed a motion for a default judgment, which was granted by the trial court on December 7, 2020.

{¶ 3} Cavalry commenced garnishment proceedings to collect on its judgment multiple times. After a garnishment attempt by Cavalry in 2025, on January 15, 2026, Meier filed a motion captioned "Motion to Vacate Void Default Judgment, Quash Service, Stay Garnishment, and Dismiss Action as Barred by the Statute of Limitations." In the motion, Meier claimed that he did not receive service of Cavalry's complaint and that the signature on the certified mail return receipt was not his signature. In support of his motion, he attached

an affidavit with copies of his signature on his driver's license, his U.S. passport, and a check. Cavalry opposed Meier's motion to vacate the default judgment, and the trial court scheduled a hearing on February 19, 2026.

{¶ 4} At the hearing, Meier testified under oath and was subject to cross-examination by Cavalry's counsel. Meier admitted to residing at 4118 Beanblossom Road, Greenville, Ohio 45331, in October 2020 with his then-wife, and he stated that he continues to live at the address. He asserted that the signature on the 2020 certified mail return receipt was not his. He explained that he signs his first name with a rounded swoop letter *R* and his last name with three large swoops for the letter *M*. Meier also testified that he signs the *i* in his last name with an *x*, a practice that he has followed since he was a young child.

{¶ 5} The trial court took Meier's motion under advisement, and on February 25, 2026, it overruled Meier's motion in a one-line order without analysis. Meier timely appealed. He raises four related assignments of error:

1. THE TRIAL COURT ERRED IN DENYING APPELLANT'S MOTION TO VACATE WHERE APPELLANT REBUTTED THE PRESUMPTION OF SERVICE AND APPELLEE FAILED TO PRESENT EVIDENCE ESTABLISHING WHO ACCEPTED SERVICE.
2. THE TRIAL COURT ERRED IN PRESUMING VALID SERVICE WHERE THE RECORD CONTAINED NO EVIDENCE IDENTIFYING THE SIGNER OF THE CERTIFIED-MAIL RECEIPT OR ESTABLISHING THAT THE SIGNER WAS AUTHORIZED TO ACCEPT SERVICE.

3. THE TRIAL COURT ERRED IN DENYING RELIEF WHERE THE RECORD DEMONSTRATED SUBSTANTIAL UNCERTAINTY REGARDING THE RELIABILITY OF THE CERTIFIED-MAIL RECEIPT.
4. THE TRIAL COURT ERRED IN DENYING RELIEF WHERE APPELLANT ACTED PROMPTLY UPON RECEIVING ACTUAL NOTICE OF THE JUDGMENT.

{¶ 6} Cavalry has declined to file a responsive brief.

Analysis

{¶ 7} Generally, we review the denial of a motion to vacate for an abuse of discretion. *Brookville Ents., Inc. v. Clarence J. Kessler Estate HCF Mgt., Inc.*, 2022-Ohio-1420, ¶ 20 (2d Dist.). However, when the challenge implicates an issue of law, such as valid service of process, we review the issue of law de novo. *Cincinnati Ins. Co. v. Hall*, 2022-Ohio-1112, ¶ 14 (2d Dist.).

{¶ 8} We begin with Meier's second assignment of error, where he argues that the trial court erred by presuming service was valid. It is axiomatic that a default judgment rendered without proper service on a defendant is void. *W2 Properties, L.L.C. v. Haboush*, 2011-Ohio-4231, ¶ 14 (1st Dist.), citing *Lincoln Tavern, Inc. v. Snader*, 165 Ohio St. 61, 64 (1956). However, when a defendant is served in compliance with the Rules of Civil Procedure, a rebuttable presumption of valid service exists. *Hall* at ¶ 15, citing *State Auto Ins. of Ohio v. Wilson*, 2020-Ohio-4456, ¶ 7 (9th Dist.).

{¶ 9} Civ.R. 4.1(A)(1)(a) authorizes certified-mail service and provides:

Service by United States certified or express mail.

Evidenced by return receipt signed by any person accepting delivery, service of any process shall be by United States certified or express mail unless

otherwise permitted by these rules. The clerk shall deliver a copy of the process and complaint or other document to be served to the United States Postal Service for mailing at the address set forth in the caption or at the address set forth in written instructions furnished to the clerk as certified or express mail return receipt requested, with instructions to the delivering postal employee to show to whom delivered, date of delivery, and address where delivered.

{¶ 10} “The person signing the return receipt need not be the defendant or an authorized agent.” *Hall*, 2022-Ohio-1112, at ¶ 15 (2d Dist.). “Valid service is presumed when the return receipt is signed by ‘any person’ at the defendant’s address.” *Id.*, citing *Indian Creek Condominium Property Owners Assn. v. Team Equity*, 2019-Ohio-4876, ¶ 27 (2d Dist.). Even “an illegible signature on a return receipt is sufficient to constitute prima facie evidence that service was successful and proper.” *Id.* at ¶ 21, citing *S&S Remodeling v. Phoenix Remediation*, 2014-Ohio-4609, ¶ 13 (2d Dist.).

{¶ 11} As Meier acknowledges, the certified mail return receipt is dated October 1, 2020, and bears a signature and a printed name similar to Robert Meier. The signature is not legible; however, the printed name appears to be “Robert Mere” or “Robert Were.” Meier does not dispute that 4118 Beanblossom Road, Greenville, Ohio 45331, is his residential address or that he resided at the address at the time of service in October 2020. On the record before us, because the return receipt is signed by “any person” at Meier’s address, the trial court correctly determined that service may be presumed valid.

{¶ 12} Although Meier claims that the trial court and Cavalry’s attorney acknowledged on the record that there were instances when postal employees signed certified mail receipts for the intended recipient, a practice that occurred during the COVID-19 pandemic (in 2020),

there is no evidence in the record that a postal employee signed on behalf of Meier. There is no indication of “Covid 19” or “C19” marked anywhere on the return receipt. Without any evidence that a postal employee signed, printed, and dated the return receipt for Meier, such a claim is pure speculation. Again, because the return receipt before us appears to contain an authenticating signature from a person, the trial court did not err in determining that service may be presumed valid pursuant to Civ.R. 4.1(A)(1)(a).

{¶ 13} With service presumed valid, we now turn to Meier’s first, second, and third assignments of error, which contend that he provided evidence to rebut the presumption of valid service. Generally, a defendant must rebut the presumption with sufficient evidence of non-service. See *Carter-Jones Lumber Co. v. Meyers*, 2006-Ohio-5380, ¶ 11 (2d Dist.) (“In 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.”).

{¶ 14} We have previously “noted that there is a split of authority as to the effect of a defendant’s affidavit that, although the Civil Rules were complied with, he or she never actually received service of process.” *Portfolio Recovery Assocs., LLC v. Thacker*, 2009-Ohio-4406, ¶ 30 (2d Dist.), citing *Cincinnati Ins. Co. v. Lafitte*, 2006-Ohio-1806, ¶ 7 (2d Dist.). “We observed that ‘[s]ome courts hold that “an uncontroverted affidavit, alone, is sufficient to require a default judgment to be found void *ab initio*.”’” *Id.*, quoting *Lafitte* at ¶ 7, quoting *Ohio Civil Rights Comm. v. First Am. Properties, Inc.*, 113 Ohio App.3d 233, 238 (2d Dist. 1996).

{¶ 15} We have outlined the proper procedure for trial courts to follow when a defendant appears to have been properly served but contests service and claims in an affidavit not to have actually received process. *Thacker* at ¶ 31. A trial court must hold a

hearing to determine whether service was proper, and upon hearing testimony, the court is permitted to find that the defendant's testimony is not credible. *Id.* If a defendant's testimony is not found credible, the trial court is not required to find that the presumption of valid service has been satisfactorily rebutted. *Id.*

{¶ 16} Here, the trial court properly held a hearing, swore Meier under oath, and took his testimony. The trial court also had the evidence attached to Meier's affidavit—copies of his signatures on his driver's license, his U.S. passport, and a check. While Meier explained that his signatures on his driver's license, his passport, and the check differ from the signature depicted on the return receipt of the certified mail, he admitted on cross-examination that he resided at 4118 Beanblossom Road, Greenville, Ohio, with his wife in October 2020 when the certified mail was delivered. Though Meier testified that the signature on the certified mail return receipt was not his, the trial court, as the fact finder, was free to determine that Meier's testimony was not credible.

{¶ 17} Although the trial court did not file a decision with findings of fact or conclusions of law, the trial court was not required to. Implicit in the trial court's ruling denying Meier's motion to vacate the default judgment is a rejection of his testimony and evidence as not credible. We have previously stated that "[t]he credibility of the witnesses and the weight to be given to their testimony are primarily matters for the trier of facts to resolve." *Individual Business Servs. v. Carmack*, 2013-Ohio-4819, ¶ 20 (2d Dist.), citing *State v. DeHass*, 10 Ohio St.2d 230, 231 (1967). "Because the factfinder . . . has the opportunity to see and hear the witnesses, the cautious exercise of the discretionary power of a court of appeals to find that a judgment is against the manifest weight of the evidence requires that substantial deference be extended to the factfinder's determinations of credibility. The decision whether, and to what extent, to credit the testimony of particular witnesses is within the peculiar

competence of the factfinder, who has seen and heard the witness.” *Id.*, quoting *State v. Lawson*, 1997 WL 476684, *4 (2d Dist. 1997).

{¶ 18} As stated by the Supreme Court of Ohio, “when reviewing a judgment under a manifest-weight-of-the-evidence standard, a court has an obligation to presume that the findings of the trier of fact are correct.” *State v. Wilson*, 2007-Ohio-2202, ¶ 24, citing *Seasons Coal Co., Inc. v. Cleveland*, 10 Ohio St.3d 77, 80–81 (1984). “This presumption arises because the trial judge had an opportunity ‘to view the witnesses and observe their demeanor, gestures and voice inflections, and use these observations in weighing the credibility of the proffered testimony.’” *Id.*, quoting *Seasons Coal* at 80.

{¶ 19} Given the trial court’s ruling, it did not determine that Meier was credible, and we cannot conclude on the evidence in the record that the trial court clearly lost its way. There is ample evidence in the record to support the trial court’s ruling. Meier was one of two adults residing at 4118 Beanblossom Road, Greenville, Ohio, in October 2020 when the certified mail was delivered. Though the signature is illegible, the printed name clearly appears as “Robert Mere” or “Robert Were,” which is similar to Robert Meier. Given these facts, we cannot conclude that the trial court erred in concluding Meier failed to present sufficient evidence of non-service to rebut the presumption of valid service.

{¶ 20} In his brief, Meier relies on *Rafalski v. Oates*, 17 Ohio App.3d 65 (8th Dist. 1984), and *Grant v. Ivy*, 69 Ohio App.2d 40 (10th Dist. 1980). However, we find these cases distinguishable. In *Oates*, the defendant moved from the address listed on plaintiff’s complaint, and certified mail was returned to plaintiff as “unclaimed.” Plaintiff then served defendant by regular mail at the address listed in the complaint; however, defendant provided proof that she had not lived at the address in plaintiff’s complaint for close to one-

year prior. On those facts, the Eighth District held that it is reversible error for a trial court to disregard unchallenged testimony that a person did not receive service. *Id.* at 67.

{¶ 21} In *Ivy*, the defendant provided the trial court with proof that he resided at all times at an address with the house number of “1253.” The uncontroverted evidence in the court’s record was that after service by certified mail had failed, the plaintiff served defendant by regular mail at a residential address numbered “1215.”

{¶ 22} Here, Meier admitted that he was residing at 4118 Beanblossom Road in Greenville, Ohio, in October 2020 when the certified mail receipt was signed by a person who clearly printed their first name as “Robert,” which is Meier’s first name. Even if we were inclined to believe Meier’s testimony that the certified mail receipt does not bear his signature, the Supreme Court of Ohio prohibits us from reversing the trial court’s credibility determination. *Seasons Coal Co.*, 10 Ohio St.3d at 81 (1984) (“A reviewing court should not reverse a decision simply because it holds a different opinion concerning the credibility of the witnesses and evidence submitted before the trial court. A finding of an error in law is a legitimate ground for reversal, but a difference of opinion on credibility of witnesses and evidence is not.”); *State v. Reillo*, Slip Op. No. 2026-Ohio-2701, ¶ 28, quoting *Eastley v. Volkman*, 2012-Ohio-2179, ¶ 12 (“[i]n weighing the evidence, the court of appeals must always be mindful of the presumption in favor of the finder of fact. If the evidence is susceptible of more than one construction, the reviewing court is bound to give it that interpretation which is consistent with the verdict and judgment, most favorable to sustaining the verdict and judgment.”).

{¶ 23} Given all these reasons, we overrule Meier’s first, second, and third assignments of error.

{¶ 24} Turning to Meier's fourth assignment of error, Meier claims that he acted promptly in filing his motion to vacate the default judgment after learning of the judgment in 2025. Meier appears to address one of the three elements required to obtain relief from final judgment in accordance with Civ.R. 60(B). The rule provides a mechanism for a party to obtain relief from a final judgment and states:

On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order or proceeding for the following reasons:

- (1) Mistake, inadvertence, surprise or excusable neglect;
- (2) Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(B);
- (3) Fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party;
- (4) The judgment has been satisfied, released or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or
- (5) Any other reason justifying relief from the judgment.

The motion shall be made within a reasonable time, and for reasons (1), (2) and (3) not more than one year after the judgment, order or proceeding was entered or taken. A motion under this subdivision (B) does not affect the finality of a judgment or suspend its operation.

Civ.R. 60(B).

{¶ 25} “To prevail on a motion brought under Civ.R. 60(B), the moving party must demonstrate that: (1) the party has a meritorious defense or claim to present if relief is granted; (2) the party is entitled to relief under one of the grounds stated in Civ.R. 60(B)(1) through (5); and (3) the motion is made within a reasonable time” *GTE Automatic Elec., Inc. v. ARC Industries, Inc.*, 47 Ohio St.2d 146 (1976), paragraph two of the syllabus. All three requirements must be met, and if the moving party fails to demonstrate any one of the requirements, the motion to vacate the judgment must be denied. *Strack v. Pelton*, 70 Ohio St.3d 172, 174 (1994).

{¶ 26} A court of appeals reviews whether a trial court has abused its discretion in rendering its decision on a Civ.R. 60(B) motion to vacate a judgment. *Aboagye v. Peake*, 2026-Ohio-1578, ¶ 21 (2d Dist.). An abuse of discretion means that the trial court’s decision is “unreasonable, arbitrary or unconscionable.” *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

{¶ 27} We assume that Meier’s argument that he acted promptly in filing the motion to vacate the default judgment is an attempt to establish that he filed his motion within a reasonable time. But neither Meier’s motion in the trial court nor his appellate brief argues that he has a meritorious defense or claim to present if relief is granted. Because Meier did not even attempt to prove one of the elements required to obtain relief from final judgment, the trial court did not abuse its discretion in denying Meier’s motion to vacate the default judgment. Meier’s fourth assignment of error is overruled.

Conclusion

{¶ 28} Having overruled all Meier’s assignments of error, the judgment of the trial court is affirmed.

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TUCKER, J., and EPLEY, J., concur.