[Cite as *Cross Country Mtge., L.L.C. v. Bulluck*, 2026-Ohio-3591.]

**IN THE COURT OF APPEALS OF OHIO**
**THIRD APPELLATE DISTRICT**
**LOGAN COUNTY**

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**CROSS COUNTRY MORTGAGE, LLC,**

**PLAINTIFF-APPELLEE,**

**v.**

**KRISTY KAY BULLUCK, ET AL.,**

**DEFENDANT-APPELLANT.**

**CASE NO. 8-26-06**

**OPINION AND JUDGMENT ENTRY**

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**Appeal from Logan County Common Pleas Court**
**Trial Court No. CV 25 12 0554**

**Judgment Affirmed**

**Date of Decision: September 14, 2026**

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**APPEARANCES:**

***Kristy Kay Bulluck,* Appellant**

***Eric T. Deighton* for Appellee**

**ZIMMERMAN, P.J.**

**{¶1}** Defendant-appellant, Kristy Kay Bulluck ("Bulluck"), pro se, appeals the May 27, 2025 judgment of the Logan County Court of Common Pleas granting default judgment and an order of foreclosure in favor of plaintiff-appellee, Cross Country Mortgage, LLC ("Cross Country Mortgage"). For the reasons that follow, we affirm.

**{¶2}** On July 3, 2024, Bulluck executed a fixed-rate promissory note in the amount of $147,250.00, payable to Cross Country Mortgage as lender, to purchase a home located at 11330 Big Bear Path, Lakeview, Ohio. That same day, Bulluck executed a mortgage deed against the property as security for the debt in favor of Cross Country Mortgage. The mortgage was recorded on July 8, 2024, in Volume 1420 of the Official Records at Page 1120, in the Logan County Recorder's Office.

**{¶3}** After Bulluck defaulted on the note in February 2025, Cross Country Mortgage filed a foreclosure complaint against Bulluck on December 30, 2025.[1] In its complaint, Cross Country Mortgage requested a judgment in the amount of $146,229.75, plus interest at the rate of 7.125 percent per annum from February 1, 2025, plus a forbearance balance of $1,083.72 and late charges.

[1] The summons on the complaint was sent certified mail return receipt signed by "Eric Davis" on January 6, 2026, and filed in the record on January 9, 2026. The summons was also delivered by personal service to Bulluck by the Logan County Sheriff's Office on January 6, 2026.

**{¶4}** Because Bulluck did not file a timely response, Cross Country Mortgage filed a motion for default judgment on February 6, 2026. The motion included a certificate of service certifying that a copy of the motion was sent by ordinary mail to Bulluck on February 5, 2026. On February 10, 2026, the trial court scheduled the matter for a hearing on March 9, 2026, and the record reflects that notice of the hearing was sent to Bulluck.

**{¶5}** Following the March 9, 2026 hearing, the trial court's magistrate recommended that the trial court grant Cross Country Mortgage's motion for default judgment, provided no objections were filed. On March 10, 2026, the trial court granted Cross Country Mortgage judgment by default and issued an order of foreclosure.

**{¶6}** Instead of filing objections or a Civ.R. 60(B) motion in the trial court, Bulluck filed a notice of appeal on April 3, 2026. She raises a single assignment of error for our review.

**Assignment of Error**

> **The Trial Court Violated The Defendant's Constitutional Right to Due Process By Failing To Provide Adequate Notice Of The Trial Hearing.**

**{¶7}** In her assignment of error, Bulluck contends that the trial court erred by granting default judgment in favor of Cross Country Mortgage because she did not receive the mailed notice of the hearing until the day it occurred, leaving her without adequate notice of the hearing. Specifically, she argues that this inadequate notice violated her constitutional due process rights and Civ.R. 6(D), which substantially prejudiced her by eliminating any opportunity to attend the proceeding and present a defense.

*Standard of Review*

**{¶8}** "'We review a trial court's decision to grant a motion for default judgment under an abuse of discretion standard.'" *Owner-Operator Servs. v. Markovic Transp.*, 2021-Ohio-3785, ¶ 11 (3d Dist.), quoting *Wells Fargo Bank, N.A. v. Thompson*, 2013-Ohio-644, ¶ 8 (3d Dist.). An abuse of discretion suggests the trial court's decision is unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983). "'Despite this deferential standard of review, courts of appeals and trial courts, alike, must be mindful that "[g]enerally, the law disfavors default judgments" and "[t]he general policy in Ohio is to decide cases on their merits whenever possible."'" *Owner-Operator Servs.* at ¶ 11, quoting *U.S. Bank Natl. Assn. v. Maxfield*, 2016-Ohio-3396, ¶ 10 (12th Dist.), quoting *Baines v. Harwood*, 87 Ohio App.3d 345, 347 (12th Dist. 1993).

**{¶9}** Unlike the general decision to grant a default judgment, however, a trial court's compliance with constitutional due process and the mandatory notice requirements of the Ohio Rules of Civil Procedure is not a matter committed to the court's discretion. *See, e.g.*, *McEnteer v. Moss*, 2005-Ohio-2679, ¶ 6 (9th Dist.) Therefore, whether the trial court's grant of default judgment comported with due process and the notice requirements of Civ.R. 55(A) and Civ.R. 6(D) presents a question of law, which we review de novo. *See Smith v. Perkins*, 2024-Ohio-1419, ¶ 31 (3d Dist.); *Whitman v. Whitman*, 2007-Ohio-4231, ¶ 15 (3d Dist.) ("Questions concerning procedural due process are matters of law to be determined de novo on appellate review."). "De novo review is independent and without deference to the trial court's determination." *ISHA, Inc. v. Risser*, 2013-Ohio-2149, ¶ 25 (3d Dist.).

*Analysis*

**{¶10}** In this case, Bulluck argues that the trial court erred by granting default judgment in favor of Cross Country Mortgage because she was denied adequate notice of the March 9, 2026 hearing. Procedurally, Bulluck asserts that ongoing settlement discussions with Cross Country Mortgage constituted an appearance in the action, thereby triggering the mandatory seven-day notice requirement under Civ.R. 55(A). Constitutionally, she contends that receiving the mailed notice on the actual day of the hearing violated her state and federal due process rights by depriving her of a meaningful opportunity to prepare and participate. Finally, she argues that the trial court compounded these defects by failing to apply the mandatory three-day time extension for mail service required by Civ.R. 6(D).

**{¶11}** As a preliminary matter, we recognize that Bulluck is proceeding pro se in this matter. It is well established that pro se litigants "are presumed to have knowledge of the law and legal procedures, and they are held to the same standard as litigants who are represented by counsel." *Homon v. Curtis*, 2025-Ohio-4322, ¶ 5 (3d Dist.). A reviewing court cannot simply excuse a pro se party's failure to utilize the proper procedural vehicle, nor can we overlook the foundational rules governing appellate review. *See Pinnacle Credit Servs. v. Kuzniak*, 2009-Ohio-1021, ¶ 29-31 (7th Dist.).

**{¶12}** Civ.R. 55(A) permits a trial court to enter default judgment when a party fails to file a responsive pleading or otherwise participate in the defense of the case. *Ohio Valley Radiology Assoc., Inc. v. Ohio Valley Hosp. Assn.*, 28 Ohio St.3d 118, 121 (1986) ("A default judgment is a judgment entered against a defendant who has failed to timely plead in response to an affirmative pleading."). By failing to contest the plaintiff's claims, the defendant effectively admits liability, making it appropriate for the court to enter a default judgment. *Id.*

**{¶13}** "Conversely, if the defendant has *appeared*, 'the trial court must, by virtue of Civ.R. 55(A), afford [the defendant] seven days' notice of the hearing on the motion for default judgment before entering judgment.'" (Emphasis added.) *Dietrich v. Dobos*, 2014-Ohio-4023, ¶ 9 (10th Dist.), quoting *Ohio Valley Radiology Assoc.* at 121. If a defendant has appeared in the matter, "[c]ompliance with the seven-day notice requirement is mandatory." *Id.*

**{¶14}** When applying the notice requirement of Civ.R. 55(A), courts generally construe the term "appeared" liberally. *Id.* at ¶ 11. *See also Am. Communs. of Ohio, Inc. v. Hussein*, 2011-Ohio-6766, ¶ 10 (10th Dist.) (noting that "'the term is not necessarily limited to formal appearances and submissions'"), quoting *Columbus Mgt. Co. v. Nichols*, 1992 Ohio App. LEXIS 4076, *6 (10th Dist.

Aug. 4, 1992). Typically, an appearance occurs when a party submits a presentation to the court by some overt act. *Dietrich* at ¶ 11. "Absent a formal filing, a defendant may 'appear' through informal contacts with the plaintiff or the court that clearly express an intention to defend the lawsuit." *Id.* Indeed, "'[w]here a party becomes aware by means of informal contacts, correspondence or negotiations that the opposing party intends to actively defend the suit, this constitutes an appearance which requires seven days advance notice to that party before a default judgment may be taken.'" *Am. Communs. of Ohio* at ¶ 11, quoting *Columbus Mgt. Co.* at *7-8.

**{¶15}** However, even where an informal contact may qualify as an appearance, the contact must be communicated to the court or otherwise reflected in the record before the default judgment so the trial court can determine whether Civ.R. 55(A)'s notice requirement has been triggered. *See GMAC Mtge., LLC v. Blazetic*, 2014-Ohio-5617, ¶ 35 (11th Dist.). An alleged informal appearance that is neither directed to the trial court nor made part of the trial-court record cannot supply a basis for reversal on appeal, because a reviewing court may consider only what was before the trial court. *See Wells Fargo Bank*, 2012-Ohio-3782, ¶ 11 (9th Dist.); *Accettola v. Big Sky Energy Inc.*, 2014-Ohio-1340, ¶ 13 (11th Dist.).

**{¶16}** On appeal, Bulluck contends that she made an "appearance" in this matter by engaging in out-of-court discussions with Cross Country Mortgage to find a resolution through refinancing. While informal settlement negotiations can constitute an appearance under the liberal standard discussed above, it is a bedrock principle of appellate review that this court is strictly limited to the record that was before the trial court. *See Am. Communs. of Ohio* at ¶ 11 (reversing default judgment where the trial court record contained actual evidence of informal negotiations between the parties); *Bigler v. Haynes*, 2025-Ohio-5105, ¶ 20 (3d Dist.) ("'[A] bedrock principle of appellate practice in Ohio is that an appeals court is limited to the record of the proceedings at trial.'"), quoting *Morgan v. Eads*, 2004-Ohio-6110, ¶ 13.

**{¶17}** Here, the trial court record contains no evidence of informal communications between Bulluck and Cross Country Mortgage. *Compare Am. Communs. of Ohio* at ¶ 12 (finding an appearance where evidence of the defendant's email request for an extension was placed before the trial court prior to the default ruling); *Accettola* at ¶ 14 (determining that the defendant did not make a Civ.R. 55(A) appearance where its communications predated the complaint, were not made to the trial court, and no later communication or filing indicated an intent to defend before the default judgment). Instead, Bulluck's claimed appearance relies entirely on unsubstantiated assertions about refinance negotiations made in her appellate brief. *See, e.g.*, *Deitz v. Deitz*, 2012-Ohio-130, ¶ 8 (3d Dist.) ("Evidence not made part of the record that is attached to an appellate brief cannot be considered by a reviewing court.").

**{¶18}** Since there is no evidence in the trial record that Bulluck appeared (formally or informally) in the trial court proceedings, the proper avenue for relief from judgment in this case is a timely Civ.R. 60(B) motion. *See Miamisburg Motel v. Huntington Natl. Bank*, 88 Ohio App.3d 117, 127 (2d Dist. 1993) (concluding that "in a case such as this where a party alleges that it appeared in the action otherwise than by a filing and was thus entitled to notice of the application of default judgment, the proper avenue for relief from judgment is a timely Civ.R. 60(B)(5) motion"). Consequently, without any evidence of an appearance in the record, Bulluck effectively admitted the allegations in the complaint and was therefore not entitled to the notice and hearing protections of Civ.R. 55(A). *Accord Bank of Am., N.A. v. Sullivan*, 2015-Ohio-2736, ¶ 13, 15 (3d Dist.).

**{¶19}** Having concluded that Bulluck was not legally entitled to notice under Civ.R. 55(A), her related constitutional argument regarding the mailing of that notice is likewise defeated by the state of the record. "The basic precepts of due process require that, before granting default judgment against a party, the party must be afforded a fair hearing on the matter and receive fair notice of the hearing." *United States Bank Natl. Assn. v. Maxfield*, 2016-Ohio-3396, ¶ 23 (12th Dist.). "However, due process does not require that an interested party receive *actual* notice." (Emphasis in original.) *In re Thompkins*, 2007-Ohio-5238, ¶ 14. While due process requires notice methods that are reasonably calculated to actually inform a party, it does not demand "heroic efforts" to guarantee delivery. *Id.*

**{¶20}** In Ohio, service of notice by mail pursuant to Civ.R. 5(B) satisfies this constitutional standard. Service is deemed complete upon mailing, creating a rebuttable presumption of proper service when the record reflects compliance with the civil rules. *See Kerr Bldgs., Inc. v. Bishop*, 2014-Ohio-5391, ¶ 26-28 (3d Dist.); Civ.R. 5(B)(2)(c). Here, the trial court's docket reflects that the clerk mailed the notice of the default hearing on February 10, 2026. Because our review is strictly confined to the trial court record, there is no evidence before this court to rebut the presumption that service was constitutionally sufficient and complete upon mailing.

**{¶21}** Finally, Bulluck's Civ.R. 6(D) argument also fails for a similar threshold reason. Civ.R. 6(D) applies *only* when a party "has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other document" and the document is served by mail or commercial carrier service. *See Lumbog v. Suansing*, 2019-Ohio-1871, ¶ 9 (9th Dist.). In other words, because Bulluck had no right to receive notice of the default motion or hearing under Civ.R. 55(A), the three-day mailing extension under Civ.R. 6(D) has no application under the facts presented. *See Hover v. O'Hara*, 2007-Ohio-3614, ¶ 13 (12th Dist.). *See also Ohio Valley Radiology Assocs.*, 28 Ohio St.3d at 120 ("If the defendant party has failed to appear in the action, a default judgment may be entered without notice.").

**{¶22}** Moreover, even if Bulluck were entitled to notice, the Ohio Supreme Court has explicitly held that Civ.R. 6(D) applies only to timeframes within which a party is required to act or respond; it does not operate to extend the timeframes in which a court is permitted to take action or schedule proceedings. *See Eggleston v. Wood*, 2025-Ohio-5292, ¶ 11, 16. Consequently, because receiving a notice of a default hearing does not impose a prescribed period for a party to file a required response, the three-day extension under Civ.R. 6(D) would be inapplicable here regardless.

**{¶23}** For these reasons, Bulluck's assignment of error is overruled.

**{¶24}** Having found no error prejudicial to the appellant herein in the particulars assigned and argued, we affirm the judgment of the trial court.

***Judgment Affirmed***

**WILLAMOWSKI and WALDICK, J.J., concur.**

## **JUDGMENT ENTRY**

For the reasons stated in the opinion of this Court, the assignment of error is overruled and it is the judgment and order of this Court that the judgment of the trial court is affirmed with costs assessed to Appellant for which judgment is hereby rendered. The cause is hereby remanded to the trial court for execution of the judgment for costs.

It is further ordered that the Clerk of this Court certify a copy of this Court's judgment entry and opinion to the trial court as the mandate prescribed by App.R. 27; and serve a copy of this Court's judgment entry and opinion on each party to the proceedings and note the date of service in the docket. *See* App.R. 30.

William R. Zimmerman, Judge

John R. Willamowski, Judge

Juergen A. Waldick, Judge

DATED:
/hls