[Cite as *Estate of Altizer v. Arbors at Gallipolis*, 2026-Ohio-369.]

IN THE COURT OF APPEALS OF OHIO
FOURTH APPELLATE DISTRICT
GALLIA COUNTY

ESTATE OF NANCY ALTIZER aka NANCY ALTIZER, DECEASED,	:	Case No. 24CA2
Plaintiff-Appellant,	:	
v.	:	DECISION AND JUDGMENT ENTRY
ARBORS AT GALLIPOLIS, et al.,	:	
Defendants-Appellees.	:	**RELEASED: 01/16/2026**

APPEARANCES:

William B. Eadie, Eadie Law, Cleveland Ohio, for appellant.

Melvin Davis and Kenton H. Steele, Reminger Co. L.P.A., Columbus, Ohio, for appellees.

Wilkin, J.

{¶1} This is an appeal by the Estate of Nancy Altizer aka Nancy Altizer, Deceased, ("Appellant") from a January 17, 2024 judgment entry granting summary judgment to Appellees, Gallipolis OPCO, LLC; Noble Healthcare Management, LLC; Ark OPCO Group, LLC; Gallipolis RE LLC; Prestige Healthcare I, LLC; Northpoint Senior Services, LLC; Prestige Healthcare Management, and Prestige Administrative Services, LLC ("Appellees"). The Appellant has raised one assignment of error alleging the trial court erred in granting Appellees' motion for summary judgment by finding that the statutory notices for a medical claim were not served in a timely manner.

{¶2} After our review of the record, the applicable law, and the parties' briefs, we find that the trial court did not err in granting Appellees' motion for summary judgment.

Accordingly, we overrule Appellant's sole assignment of error and affirm the trial court's summary judgment in favor of Appellees.

FACTS AND PROCEDURAL BACKGROUND

{¶3} On May 16, 2020, Appellant, pursuant to R.C. 2305.113(B)(2), sent 180-day letters by certified mail with return receipt requested to all but three of the Appellees, including: Gallipolis OPCO, LLC; Noble Healthcare Management, LLC; Ark OPCO Group, LLC; Gallipolis RE LLC; and Prestige Healthcare I, LLC (hereinafter "Gallipolis Entities") to notify them that they may be subject to a medical claim, and that Appellant was seeking to extend the one-year statute of limitations period for a medical claim by 180 days. However, in November 2020, Appellant did not file a complaint involving a medical claim but instead sent a second 180-day letter by certified mail on November 6, 2020, the last day of the statute of limitations for medical claims to the Gallipolis Entities, but they did not receive the letter until *after* November 6, 2020.

{¶4} On April 21, 2021, Appellant filed a complaint involving a medical claim against the Gallipolis Entities *and* the other three appellees who were not served the 180-day letter, including Northpoint Senior Services, LLC; Prestige Healthcare Management, and Prestige Administrative Services, LLC (hereinafter the "Northpoint/Prestige Entities") The complaint alleged that Appellant was a resident at Arbors at Gallipolis nursing home when she suffered a fall on November 6, 2019, resulting in lacerations, contusions, and a fractured vertebra in her neck due to the neglect of the facility. She claimed the nursing home engaged in systematic understaffing resulting in the negligent/reckless care that caused Appellant damages in excess of $25,000.

{¶5} On June 29, 2021, the Gallipolis Entities filed a motion for summary judgment against Appellant arguing that its complaint was barred by the statute of limitations. They alleged that under R.C. 2305.113(A) a medical claim must be filed within one year of the date that the cause of action accrues, but acknowledged that it contains an exception that permits a plaintiff to extend the statute of limitations by 180 days under division (B)(1):

> If prior to the expiration of the one-year period specified in division (A) of this section, a claimant who allegedly possesses a medical . . . claim gives to the person who is the subject of that claim written notice that the claimant is considering bringing an action upon that claim, that action may be commenced against the person notified at any time within one hundred eighty days after the notice is so given.

The Gallipolis Entities claimed that for the 180-day letter to validly extend the limitation period, it must be *received* by the defendant before the one-year limitation period expires.

{¶6} The Gallipolis Entities maintained that Appellant was injured on November 6, 2019, which meant that the one-year statute of limitations expired on November 6, 2020. The Gallipolis Entities claimed that on November 6, 2020, Appellant sent a 180-day letter by certified mail to them, but it was not received until after the November 6, 2020 deadline. Therefore, the Gallipolis Entities, maintained that Appellant did not timely extend the one-year statute of limitations or initiate her action before the statute of limitations expired. Consequently, they moved the trial court to grant their motion for summary judgment.

{¶7} On July 13, 2021, Appellant filed a memorandum contra that asserted the Gallipolis Entities' argument relied on an outdated version of the statute of limitations for

medical claims. Appellant maintained that prior to 2019, R.C. 2305.113, which contained the one-year statute of limitations for medical claims, was silent regarding *how* a plaintiff was required to give notice of the 180-day letter to a defendant. Appellant claimed that the Supreme Court addressed this issue holding that

> [w]here a statute such as R.C. 2305.11(B) [now R.C. 2305.113(B)] is silent as to how notice is to be effectuated, written notice will be deemed to have been given when received. Therefore, Appellant acknowledged, under R.C. 2305.11(B), the one-hundred-eighty-day period commences to run from the date the notice is received and not the date it is mailed.

Edens v. Barberton Area Fam. Prac. Ctr., 43 Ohio St.3d 176, 180 (1989).

{¶8} However, Appellant claimed that in 2019 the General Assembly amended R.C. 2305.113(B)(2) [R.C. 2305.11(B)'s successor], by adding: "A claimant who allegedly possesses a medical claim and who intends to give to the person who is the subject of that claim the written notice described in division (B)(1) of this section shall give that notice by sending it by certified mail, return receipt requested, addressed to any of the following . . ." Thus, Appellant claimed that the statute of limitations was no longer "silent" as to how a plaintiff must notify the defendant about the 180-day letter. Appellant claimed that R.C. 2305.113(B) "now defines how to 'give notice' " which is "by 'sending it via certified mail' within the statute of limitations to one of several addresses." Thus, Appellant claimed *Edens* no longer applies, and notice of the 180-day letter extension was effective upon the *act of mailing* the certified letter. (Emphasis added.).

{¶9} Appellant maintained that she sent the 180-day letter by certified mail on November 6, 2020, which was the last day of the one-year statute of limitations. Because the notice was effective upon its date of mailing, which was November 6th,

she claimed that the 180-day letter was timely served. Accordingly, Appellant urged the trial court to deny the Gallipolis Entities' motion for summary judgment.

{¶10} In analyzing the Gallipolis Entities' motion for summary judgement, the trial court found the critical issue was "whether by adding Section (B)(2) to R.C. 2305.113, the General Assembly changed when notice is given in medical malpractice claims. Thus, does this new law establish that notice is given on the date Plaintiff sends the 180-day letter rather than when Defendant receives said letter."

{¶11} After reviewing the language of R.C. 2305.113(B), including the language added from the 2019 amendment and its legislative history, the trial court found that "the amendment was only intended to change the 'method' of accomplishing service of notice and not 'how to accomplish' giving notice." Thus, the trial court found the amendment did not intend to change the law as to when notice was effective, which was upon receipt. Accordingly, on October 12, 2021, the court granted summary judgment to the Gallipolis Entities.

{¶12} On November 1, 2021, Appellant appealed the summary judgment. *Altizer v. Arbors at Gallipolis*, 2022-Ohio-4191 (4th Dist.). In analyzing the appeal, we found that the Gallipolis Entities filed the summary judgment motion that was the subject of their appeal. *Id*. at ¶ 10. However, the claims against the three remaining defendants – the Northpoint/Prestige Entities – had not been resolved. *Id*. at ¶ 12. Because the claims against the three remaining defendants had not been resolved, we dismissed the appeal for lack of a final appealable order. *Id*. at ¶ 21.

{¶13} On remand, the Northpoint/Prestige Entities filed their own motion for summary judgment against Appellant, claiming Appellant failed to send them a 180-day letter.

{¶14} In response, the Appellant argued that the Northpoint/Prestige Entities admitted that the 180-day letters were sent certified mail "to all entities affiliated with the Arbors at Gallipolis facility and were served on the same entities at the same address as the [Gallipolis Entities], there was constructive notice of the intent to initiate a suit against them."

{¶15} Similar to its summary judgment in favor of the Gallipolis Entities, the trial court on January 17, 2024, found that Appellant failed to timely notify the Northpoint/Prestige Entities with a 180-day letter or otherwise file suit before the limitation period expired. Additionally, the trial court incorporated into its judgment the "substance, rationale, and conclusions" set forth in its October 4, 2021, entry granting summary judgment to the Gallipolis Entities dated January 17, 2024. The appellant filed a notice of appeal on February 14, 2024, for both judgment entries. However, because all claims were consolidated into the trial court's final judgment on January 17, 2024, it is this judgment that appellant is appealing.

ASSIGNMENT OF ERROR

> THE TRIAL COURT ERRED IN GRANTING DEFENDANT-APPELLEE'S MOTION FOR SUMMARY JUDGMENT FINDING THAT STATUTORY NOTICES OF A CLAIM ARE NOT TIMELY SERVED WHEN SERVED IN ACCORDANCE WITH THE GENERAL ASSEMBLY'S PRESCRIBED METHOD OF DELIVERY.

{¶16} Appellant maintains that prior to the 2019 amendment of R.C. 2305.113(B), it was silent regarding how notice of the 180-day letter was to be given to a potential

medical claim defendant. Appellant claims that the Ohio Supreme Court filled this void in *Edens v. Barberton*, which held that "[w]here a statute such as R.C. 2305.11(B) is silent as to how notice is to be effectuated, written notice will be deemed to have been given when received. Therefore, under R.C. 2305.11(B), the one-hundred-eighty-day period commences to run from the date the notice is received and not the date it is mailed." 43 Ohio St. 3d 176, at the syllabus (1989).

{¶17} However, Appellant argues that the amended R.C. 2305.113(B) requires notice of a 180-day letter to be sent by certified mail, return receipt requested, before the statute of limitations expires. This amendment, Appellant claims, clarifies the notification method, making the 180-day letter effective upon sending and rendering *Edens* non-controlling.

{¶18} Appellant posits a scenario that it claims supports this interpretation of R.C. 2305.113. Appellant argues that a plaintiff might send a 180-day letter by certified mail two weeks before the statute of limitations expires, yet it may not be received by that deadline. Consequently, to avoid missing the statute of limitations, the plaintiff might file a lawsuit before being fully prepared. This, Appellant claims, is contra to the purpose of R.C. 2305.113, which is to decrease frivolous lawsuits allowing more time for investigation, as it forces suits to be filed before they are fully investigated.

{¶19} Citing Civ.R. 4.6 C-D, Appellant also asserts that "service by certified mail follows a long-established precedent that a legal document is 'served' at the time that it is placed in the mail." For example, pursuant to R.C. 119, administrative agencies provide notice of their decisions by sending them certified mail, return receipt requested.

Appellant also indicates that R.C. 1923.04 provides that the party commencing an eviction action "shall notify the adverse party to leave the premises by "certified mail."

{¶20} Appellant claims that it sent notice of the 180-day letter in question by certified mail return receipt requested on November 6, 2020. Because the notice is effective on the day that it was sent and November 6, 2020 was the last day of the one-year statute of limitation, the notice was timely and thus sufficient to extend the statute of limitations by 180 days. Therefore, Appellant asserts the trial court erred in holding that its complaint was barred by the statute of limitations because the 180-day letter was effective before the statute of limitations expired. Accordingly, Appellant claims that the trial court erred in granting summary judgment to the Appellees.

{¶21} In response, Appellees, similar to Appellant, agree that a medical claim must be brought within one year after the cause of action accrues. However, unlike Appellant, Appellees maintain that the 180-day letter is effective upon the date the notice is received – not the date it is mailed.

{¶22} Appellees claim that the Supreme Court considered the effective date of the notice for a 180-day letter in *Edens*, 43 Ohio St.3d 176 (1989). They cite the one-year statute of limitations for medical claims originally appeared in R.C. 2305.11(B), which stated:

> An action upon a medical, dental, optometric, or chiropractic claim shall be commenced within one year after the action accrued, except that, if prior to the expiration of that one-year period, a claimant who allegedly possesses a medical, dental, optometric, or chiropractic claim *gives* to the person who is the subject of that claim written notice that the claimant is considering bringing an action upon the claim, that action may be commenced against the person *notified* at any time within one hundred eighty days after the notice is given.

(Emphasis added.)

They further claim that *Edens* reasoned that: "[f]rom the use of the words 'notify' and 'give,' it appeared that the General Assembly intended that the one-hundred-eighty-day letter would be effective when actually received and not when merely mailed." *Edens* at 180.

{¶23} Appellees claim that after *Edens* was decided, R.C. 2305.11(B) and then its successor R.C. 2305.113(B) remained substantively the same for years. They also assert that the 2019 amendment of R.C. 2305.113(B) did not intend to change that a 180-day letter was effective when it was received. Appellees assert that the General Assembly was aware of *Edens* and its progeny when it amended R.C. 2305.113(B) in 2019 and kept the language in the amended version of R.C. 2305.113(B) the same, i.e., it retained the "notify" and "give" language that was relied upon in *Edens* to indicate that notice was effective when received. Appellees contend that this is an indication that even after the amendment of R.C. 2305.113(B), the General Assembly intended for *Edens* holding to remain in effect, i.e., a 180-day letter is effective upon delivery.

{¶24} Appellees claim in the 2019 amended version of 2305.113(B), the General Assembly merely expanded upon the already existing "written notice" requirement by mandating the written notice for a 180-day letter must be sent by certified mail with return receipt requested. They maintain that the return receipt requested additionally "seems to indicate that receipt is still the operative element. Otherwise, Appellees argue, the return receipt requested would serve no purpose, rendering it meaningless."

{¶25} Appellees also maintain that there was testimony pertaining to the 2019 amendment of R.C. 2305.113 indicating that it did not intend to change current law. Appellees cited Representative Robert Cupp's testimony:

> Under current law, unchanged by the bill, a "notice of intent to file a medical claim," if served prior to the expiration of the statute of limitations upon an intended defendant, will extend the deadline for filing a lawsuit by 6 months. However, the bill would permit the Notice of Intent to File a Medical Claim to be served by certified mail rather than the current requirement of service only by personal service. Personal service can sometimes be awkward and embarrassing, and is often not necessary.

(Underline original)

{¶26} Appellees also cite the Ohio Legislative Service Commission's final analysis of Am.Sub.H.B. 7, which they claim states that the 2019 amendment "[s]pecifies the manner of sending, prior to the expiration of the limitation period for the claim, to a person who is the subject of a medical claim the written notice of the claimant's intent to bring that claim." Appellees also note that the language in Am.Sub.H.B. 7, aside from the adding of division (B)(2) to R.C. 2305.113 remained unchanged throughout the legislative process.

{¶27} Therefore, Appellees assert that a 180-day letter is effective upon receipt, and the 2019 amendment of R.C. 2305.113(B) by Am.Sub.H.B. 7, requiring the notice to be sent certified mail, return receipt requested, did not change that the notice is effective upon delivery. In the instant case, Appellees state that Appellant sent the notice by certified mail on November 6, 2020, which was the last day of the one-year limitation period. However, because Appellees did not receive the notice that same day, the statute of limitations expired, preventing Appellant from moving forward with the complaint. Accordingly, Appellees maintain that we should affirm the trial court's summary judgment.

I. Law

A. Summary Judgment

{¶28} Finding that the statute of limitations had expired on Appellant's medical claim, the trial court issued a summary judgment in favor of the Appellees. Therefore, we must consider the standard of review for a summary judgment.

{¶29} Appellate courts conduct a de novo review of trial court summary judgment decisions. *Beacon Funding Corp. v. CV Transportation & Towing, Inc.*, 2024-Ohio-1993, ¶ 11 (4th Dist.), citing *State ex rel. Novak, L.L.P. v. Ambrose*, 2019-Ohio-1329. That means that we "afford no deference to the trial court's decision and independently review the record and the inferences that can be drawn from it to determine whether summary judgment is appropriate." *Lang v. Piersol Outdoor Advert. Co.*, 2018-Ohio-2156, ¶ 14 (4th Dist.), citing *Harter v. Chillicothe Long–Term Care, Inc.*, 2012-Ohio-2464 (4th Dist.).

{¶30} A party may seek summary judgment pursuant to Civ.R. 56. The party moving for summary judgment "has the initial burden of informing the trial court of the basis for the motion and identifying those portions of the record that demonstrate the absence of a genuine issue of material fact on the essential elements of the nonmoving party's claim." *Bernard v. Wodarcyk*, 2019-Ohio-4144, ¶ 6 (10th Dist.), citing *Dresher v. Burt*, 75 Ohio St.3d 280 (1996). "Once the moving party satisfies this initial burden, the nonmoving party has a reciprocal burden to set forth specific facts showing there is a genuine issue for trial." *Id*. A trial court may grant summary judgment only if the evidence shows that: "(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) after viewing the evidence most strongly in favor of the nonmoving party, reasonable minds can come to but one

conclusion, and that conclusion is adverse to the nonmoving party." *Peddler's Junction, L.L.C. v. Washington Square, L.L.C.*, 2025-Ohio-3054, ¶30 (4th Dist.).

B. Statutory Interpretation

{¶31} This case also requires interpretation of R.C 2305.113. "[T]he interpretation and application of a statute is a matter of law that an appellate court [also] reviews de novo." *State v. Schneider*, 2021-Ohio-653, ¶ 45 (4th Dist.). Thus, we give no deference to the trial court's interpretation of the statute.

{¶32} " 'It is a cardinal rule of statutory construction that where the terms of a statute are clear and unambiguous, the statute should be applied without interpretation.' " *Wilson v. Lawrence*, 2017-Ohio-1410, ¶ 11, quoting *Wingate v. Hordge,* 60 Ohio St.2d 55, 58 (1979). Thus, the "first step is always to determine whether the statute is 'plain and unambiguous.' " *Jacobson v. Kaforey*, 2016-Ohio-8434, ¶ 8, quoting *State v. Hurd,* 89 Ohio St.3d 616, 618 (2000). "When 'the language of a statute is plain and unambiguous and conveys a clear and definite meaning there is no occasion for resorting to rules of statutory interpretation, because an unambiguous statute is to be applied, not interpreted.' " *State ex rel. Beard v. Hardin*, 2018-Ohio-1286, ¶ 27, quoting *Sears v. Weimer,* 143 Ohio St. 312 (1944), paragraph five of the syllabus.

{¶33} However, if a statute is found to be ambiguous, it means that it is "capable of bearing more than one meaning[.]" *Dunbar v. State,* 2013-Ohio-2163, ¶ 16. In addressing an ambiguous statute, courts "invoke rules of statutory construction in order to arrive at the legislative intent." *Christe v. GMS Mgt. Co.*, 2000-Ohio-351, 88 Ohio St. 3d 376, 377 (2000), citing *Symmes Twp. Bd. of Trustees v. Smyth*, 87 Ohio St.3d 549, 553 (2000). "In R.C. 1.49, the General Assembly provides some specific rules of

statutory construction, which serve as guideposts for courts to follow when interpreting ambiguous statutes." *Id.*, citing *Smyth* at 556. These include considering law that addresses the same or similar subjects. R.C. 1.49(D). It is also well-settled that " 'the General Assembly is fully aware of any prior judicial interpretation of an existing statute when enacting an amendment.' " *Clark v. Scarpelli*, 91 Ohio St.3d 271, 278 (2001), quoting *State ex rel. Huron Cty. Bd. of Edn. v. Howard*, 167 Ohio St. 93, 96 (1957). "The same reasoning would apply to judicial interpretation and application of Civil Rules." *Curry v. Bettison*, 2023-Ohio-1911, ¶ 40 (2d Dist.).

{¶34} Finally, courts must "give effect to the words the General Assembly has chosen, and we may neither add to nor delete from the statutory language." *Gabbard v. Madison Loc. Sch. Dist. Bd. of Educ.*, 2021-Ohio-2067, ¶ 13, citing *Columbia Gas Transm. Corp. v. Levin*, 2008-Ohio-511, ¶ 19.

II. Analysis

{¶35} We believe that reviewing the history of the statute of limitations for medical claims is helpful in understanding and addressing when notice of a 180-day letter is effective. Effective October 20, 1987, former R.C. 2305.11(A) provided that the statute of limitations for a "medical claim" was one year. Former R.C. 2305.11(B)(1) stated:

> an action upon a medical . . . claim . . shall be commenced within one year after the action accrued, except that, if prior to the expiration of that one-year period, a claimant . . . who allegedly possessed a medical . . . claim gives to the person who is the subject of that claim written notice that the claimant is considering bringing an action upon that claim, that action may be commenced against the person notified at any time within one hundred eighty days after the notice is so given.

See Am. Sub. H.B. 327, 3322, 3323. This written notice to extend the limitation period by 180 days has become known colloquially as the 180-day letter. *See Crookston v. Lykins*, 2024-Ohio-5131, ¶ 4 (5th Dist.) ("Appellee argued appellants' 180-day letter to extend the statute of limitations . . ."). R.C. 2305.11 has been amended over the years, but it consistently maintained a one-year statute of limitations that permitted potential claimants to extend the limitation period by sending a 180-day letter to a potential defendant before the one-year statute of limitation expired.

{¶36} In 1989, the Supreme Court considered when the notice for the 180-day letter was effective in *Edens*, 43 Ohio St. 3d 176 (1989). The Court held that "[w]here a statute such as R.C. 2305.11(B) is silent as to how notice is to be effectuated, written notice will be deemed to have been given when received. Therefore, under R.C. 2305.11(B), the one-hundred-eighty-day period commences to run from the date the notice is *received* and not the date it is mailed." (Emphasis added.) *Id.* at the syllabus.

{¶37} Effective April 10, 2003, the General Assembly amended R.C. 2305.11(B), removing from it the one-year statute of limitation for medical claims along with the 180-day letter provision. S.B. 281, 2002 Ohio Laws File 250. In that same bill, the General Assembly enacted R.C. 2305.113 and in division B of that section it inserted the one-year statute of limitations for medical claims, including the 180-day letter provision that was written verbatim to the language in R.C. 2305.11(B).

{¶38} The dispute in this appeal centers on the language introduced by the 2019 amendment of R.C. 2305.113. R.C. 2305.113(A) and (B)(1) remained substantively unchanged by the amendment. R.C. 2305.113(A) continued to provide that a medical claim was subject to a one-year statute of limitations that commences within one year

after the cause of action accrues, and (B)(1) continued to permit a claimant to give written notice to the person, who was subject to a medical claim, that the claimant may commence an action within 180 days after the notice is given. The new language added by the amendment was found in R.C. 2305.113(B)(2), which provided:

> A claimant who allegedly possesses a medical claim and who intends to give to the person who is the subject of that claim the written notice described in division (B)(1) of this section *shall give* that *notice by sending it by certified mail, return receipt requested*, addressed to any of the following:
> (a) The person's residence;
> (b) The person's professional practice;
> (c) The person's employer;
> (d) The business address of the person on file with the state medical board or other appropriate agency that issued the person's professional license.

(Emphasis added.) 2018 Ohio Laws File 137, Am.Sub.H.B.7.

{¶39} Because R.C. 2305.113 is no longer silent regarding *how* notice is effectuated, *Edens* no longer dictates that the 180-letter is effective upon receipt. Consequently, we must look to the new language in R.C. 2305.113(B)(2) to determine *when* the 180-day notice becomes effective. Appellant maintains the language in R.C. 2305.113(B) that - "A claimant . . . shall give that notice by sending it by certified mail" - indicates that this notice is effective *at the time that it is sent* by certified mail. This is one possible interpretation. However, it is equally reasonable to interpret that language as merely specifying *how* notice must be made, without indicating *when* notice is effective. Thus, we find that R.C. 2305.113(B)(2) is ambiguous regarding *when* the certified mail service for the 180-day letter notice is effective. To resolve this ambiguity, we consider the law addressing when certified mail service becomes effective, including

the Rules of Civil Procedure as they existed at the time R.C. 2305.113 was amended. *See Bettison*, 2023-Ohio-1911, ¶ 40 (2d Dist.).

{¶40} Civ.R. 4.1 provides methods by which service of process can be accomplished, including certified mail with a return receipt. The Supreme Court interpreted certified mail service, with a return receipt, in Civ.R. 4.1 as being "effective upon certified *delivery*." (Emphasis added.) *Castellano v. Kosydar*, 42 Ohio St.2d 107, 110 (1975). When the General Assembly amended R.C. 2305.113(B) in 2019, it was aware of Civ.R. 4.1 and *Kosydar*'s interpretation that certified mail service is effective upon delivery, and notably it amended R.C. 2305.113(B) requiring a 180-day letter to be served upon a defendant by certified mail with a return receipt similar to Civ.R. 4.1.

{¶41} Had the General Assembly intended the certified mail to be effective upon its mailing instead of delivery, it could have easily done so in R.C. 2305.113(B), but it did not. Instead, R.C. 2305.113(B) requires a "return receipt" suggesting that the General Assembly was concerned with ensuring delivery of the notice of the 180-day letter. If we accept Appellant's position that a 180-day letter was effective when it was sent by certified mail, we would be ignoring the return-receipt language in R.C. 2305.113(B)(2). We must give effect to the words used in R.C. 2305.113(B)(2). *Gabbard*, 2021-Ohio-2067 at ¶ 13. If notice was effective upon the sending of certified mail, a return receipt would be unnecessary. *See In re Estate of Riley*, 2006-Ohio-956, ¶ 19 (4th Dist.) ("A signed return receipt is evidence of delivery.").

{¶42} Nevertheless, Appellant argues that "[s]ervice by certified mail follows the long-established precedent that a legal document is 'served' at the time that it is placed in the mail." Appellant cites three examples, Civ.R. 4.6, R.C. 119.09, and R.C. 1923.04.

{¶43} Civ.R. 4.6 indicates that service of certified mail is effective upon dispatch; however, this applies only in cases where service was initially refused or unclaimed. Under these circumstances, a more streamlined process of service makes sense. The certified mail was not refused or left unclaimed in the instant case.

{¶44} Next, Appellant cites R.C. 119.09. Former R.C. 119.09, required service by certified mail, but unlike R.C. 2305.133(B)(2), it required no return receipt. 2023 Ohio Laws File 8, Am. Sub. H.B. 8 Further, R.C. 119.09 applies only to appeals of administrative hearings. Therefore, we find that R.C. 119.09 is not helpful in our case.

{¶45} Finally, Appellant cites R.C. 1923.04, which states that a landlord must provide a tenant three-day notice of an eviction by certified mail, return receipt requested. However, these is no express indication in R.C. 1923.04 as to when the certified mail service is effective. Appellant offers no caselaw interpreting a notice of eviction sent via certified mail as being effective upon mailing and our research fails to disclose any such authority. Further, R.C. 1923.04 applies to only evictions.

{¶46} We find that none of these particular scenarios support the argument that service by certified mail with return receipt as set out in R.C. 2305.113(B)(2) should be effective upon its mailing.

{¶47} Therefore, we hold that under R.C. 2305.113(B)(2) the notice of the 180-day letter, which must be sent certified mail with return receipt request, is effective upon delivery. Appellant sent notice of the 180-day letter by certified mail dated November 6, 2020, which was the last day of the one-year statute of limitations. However, the notice was not delivered/received by Appellees until after November 6, 2020. Because Appellant's notice of its 180-day extension was not delivered to Appellees until after the

statute of limitations expired, we find no genuine issue of material fact exists and reasonable minds could come to one conclusion, which is that Appellees are entitled to summary judgment as a matter of law.

CONCLUSION

{¶48} Because the trial court did not err in granting Appellees' summary judgment, we overrule Appellant's sole assignment of error and affirm the trial court's judgment.

JUDGMENT AFFIRMED.

JUDGMENT ENTRY

It is ordered that the JUDGMENT IS AFFIRMED and that the appellant shall pay the costs.

The Court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this Court directing the Gallia County Common Pleas Court to carry this judgment into execution.

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

Smith, P.J. and Hess, J.: Concur in Judgment and Opinion.

For the Court,

BY: _____
Kristy S. Wilkin, Judge

NOTICE TO COUNSEL

Pursuant to Local Rule No. 14, this document constitutes a final judgment entry and the time period for further appeal commences from the date of filing with the clerk.