

IN THE OHIO COURT OF APPEALS
FIFTH APPELLATE DISTRICT
STARK COUNTY, OHIO

DEBORAH PARKER

Plaintiff - Appellee

-vs-

CURTIS L. CLARK, LLC

Defendant - Appellant

Case No. 2026CA00048

Opinion and Judgment Entry

Appeal from the Stark County Court of
Common Pleas, Case No. 2025CV01073

Judgment: Affirmed

Date of Judgment Entry: August 20, 2026

BEFORE: William B. Hoffman; Craig R. Baldwin; Robert G. Montgomery, Judges

APPEARANCES: Deborah Parker, Pro se, for Plaintiff-Appellee; Curtis Clark, LLC, Pro se, for Defendant-Appellant.

Hoffman, P.J.

{¶1} Defendant-Appellant Curtis L. Clark, LLC appeals the trial court’s February 10, 2026, Judgment Entry denying his request for Writ of Restitution. Plaintiff-Appellee Deborah Parker has not filed a brief in this matter.

STATEMENT OF THE CASE AND FACTS

{¶2} On May 9, 2025, Plaintiff-Appellee Deborah Parker filed a Complaint in the Stark County Common Pleas Court alleging she purchased a parcel of real property located at 5241 Gardendale Avenue, NE, Canton, Ohio 44714, from Curtis L. Clark (not Curtis L. Clark, LLC) by way of Land Installment Contract and that Mr. Clark and others have sought

to dispossess her of her property. She further claimed Mr. Clark “illegally re-mortgaged” the property. She named Curtis L. Clark, LLC, Cenlar Loan Administration, State Farm Insurance Company and Shenoah [sic] Life Insurance Company as defendants.

{¶3} On June 5, 2025, Appellee Deborah Parker filed a “Motion to Stay on Eviction Nonjurisdiction [sic] Fraud Upon the Court”.

{¶4} On June 13, 2025, Appellant Curtis L. Clark, LLC, filed an Answer to the Complaint and a separate Motion to Deny Notice of Default per Recorded Land Contract.

{¶5} On June 13, 16 and 18, 2025, Defendants State Farm Ins. Co., Wells Fargo Bank and Shenandoah Life Ins. Co., respectively, filed Motions to Dismiss.

{¶6} On June 20, 2025, the Magistrate filed a briefing schedule in this matter.

{¶7} On July 1, 2025, Appellee Deborah Parker filed separate Oppositions of Dismissal and Default Judgment as to Defendants Cenlar Loan Administration, State Farm Ins. Co., Wells Fargo Bank, Shenandoah Life Ins. Co. and Appellant Curtis L. Clark, LLC.

{¶8} On July 8, 2025, Appellee Deborah Parker filed separate motions for Default Judgment against Cenlar Loan Administration, Wells Fargo Bank, Shenandoah Life Ins. Co. and State Farm Ins. Co.

{¶9} On August 5, 2025, the trial court issued a Judgment Entry denying Parker’s motion to stay and motions for default judgment, granting in part Appellant Clark’s motion for denial of notice of default filed June 13, 2025, and granting the motions to dismiss filed by State Farm Ins. Co., Shenandoah Life Ins. Co. and Wells Fargo Bank.

{¶10} On August 20, 2025, Appellee Deborah Parker filed a motion in opposition to dismissal.

{¶11} On November 14, 2025, Appellee Deborah Parker filed a motion in opposition of dismissal and default and a motion for a no contact order.¹

{¶12} On November 18, 2025, an Order and Notice of Hearing was filed by the court, setting a non-jury trial for February 2, 2026.

{¶13} On November 24, 2025, the trial court filed a Judgment Entry denying Appellee Deborah Parker's August 8, 2025, and November 14, 2025, motions.

{¶14} On December 8, 2025, Defendant Curtis L. Clark, LLC filed a Motion for Summary Judgment, claiming Appellee defaulted on the balloon payment on her land installment contract and the title to the property remains in Clark's name and Appellee is continuing to occupy the property without paying rent.

{¶15} On January 23, 2026, the trial court granted Curtis L. Clark, LLC's motion for summary judgment and dismissed Appellee Deborah Parker's Complaint, finding the underlying Land Contract in this matter was entered into by Curtis L. Clark, in his individual capacity. As Appellee Parker sued "Curtis L. Clark, LLC", but failed to present any valid claims against or present any summary judgment quality evidence establishing any claims against "Curtis L. Clark, LLC", the trial court dismissed the Complaint with prejudice.

{¶16} On February 10, 2026, the trial court denied and struck Appellant Curtis L. Clark, LLC's request for Writ of Restitution.

{¶17} Appellant Curtis L. Clark, LLC appeals that judgment.

¹ On November 11, 2025, in a separate action, Curtis Clark filed a pro se Motion for Eviction against Deborah Parker. See *Curtis Clark v. Deborah Parker, et al.* 2025CV02452.

ASSIGNMENT OF ERROR

THE TRIAL COURT ERRED IN STRIKING APPELLANT'S MOTION FOR WRIT OF RESTITUTION AND IN CONCLUDING THAT IT LACKED JURISDICTION TO ENFORCE ITS JANUARY 23, 2026 FINAL JUDGMENT.

{¶18} Appellant argues “[a] writ of restitution is a proper procedural mechanism to enforce a court's judgment by restoring possession of property to the party legally entitled to it.” He further claims his request is “consistent with: 1. The trial court's findings establishing ownership; 2. The undisputed title of record; and 3. The absence of any relief granted to Appellee.” He further alleges “[w]ithout enforcement, the prevailing party is deprived of the practical benefit of the judgment.”

{¶19} In its February 10, 2026, Judgment Entry, the trial court found:

This Court's [January 23, 2026] Judgment Entry merely dismissed Plaintiff's Complaint. It did not grant any affirmative relief to Defendant. Furthermore, having dismissed the case, this case is closed and the Court is without jurisdiction to take further action. The Writ of Restitution is hereby STRICKEN.

{¶20} This Court is unable to find any filed motion or written request for a Writ of Restitution filed by Appellant in the lower court case *Deborah Parker v. Curtis L. Clark, LLC*, Stark County Common Pleas Court Case No. 2025CV01073.

{¶21} It is well settled law in Ohio "[a] court speaks through its docket and journal entries." *State v. Deal*, 8th Dist. Cuyahoga No. 88669, 2007-Ohio-5943, ¶ 54, citing *State v. Brooke*, 2007-Ohio-1533.

{¶22} It would appear to this Court that the proper place for the filing of a request for a Writ of Restitution would be in the pending eviction action, initiated by Appellant.

{¶23} The trial court's Judgment Entry granting summary judgment in favor of Defendant-Appellant and dismissing Plaintiff-Appellee's Complaint ended the litigation and closed the case. It did not award Appellant any affirmative relief other than dismissal of Parker's Complaint. Such Judgment Entry disposed of the entire case and divested the trial court of any jurisdiction to act following its filing. *State ex rel. Alff v. Harris*, 2015-Ohio-2643, ¶ 10 (5th Dist.).

{¶24} Appellant's sole assignment of error is overruled.

{¶25} The judgment of the Stark County Court of Common Pleas is affirmed.

{¶26} Costs to Appellant.

By: Hoffman, P.J.

Baldwin, J. and

Montgomery, J. concur.