

IN THE COURT OF APPEALS OF OHIO
SIXTH APPELLATE DISTRICT
ERIE COUNTY

Synchrony Bank

Court of Appeals No. {22}E-25-048

Appellee

Trial Court No. CVF-24-1296

v.

Bobbie Scales

DECISION AND JUDGMENT

Appellant

Decided: October 20, 2026

* * * * *

Melissa Morris, Sean Savinell, and Jelesmina Mallet,
for appellee.

Bobbie Scales, pro se, appellant.

* * * * *

MAYLE, J.

{¶ 1} Pro-se defendant-appellant, Bobbie Scales, appeals the September 22, 2025 judgment of the Sandusky Municipal Court, which denied her motion to set aside a judgment of default entered in favor of plaintiff-appellee, Synchrony Bank. Synchrony

Bank has not filed an appellate brief. For the following reasons, we reverse the trial court judgment.

I. Background

{¶ 2} This case began on July 2, 2024, when Synchrony Bank filed a four-sentence complaint in Sandusky Municipal Court on Scales’s outstanding Ashley Furniture credit card balance. It quickly became a procedural quagmire, due in large part to Scales’s continuous filing of unconventional and irregular pleadings and motions and a series of oversights by the courts. This court will attempt to whittle the procedural history down to only what is necessary for an understanding of the background and issues on appeal.

A. Synchrony Bank filed its complaint in Sandusky Municipal Court.

{¶ 3} Synchrony Bank filed its July 2, 2024 complaint seeking \$3,955.98 plus costs for Scales’s nonpayment of her credit card balance. The complaint was served by the clerk via certified mail, but the court’s docket indicates that on August 5, 2024, it was returned “unclaimed” and “unable to forward.” It was reissued by certified mail that same day and was also mailed on August 7, 2024.

{¶ 4} On August 13, 2024, Scales filed a “Notice of Civil Liability.” In response, the court notified Scales in writing that her filing was not an answer or denial and advised that she “may wish to contact an attorney for further legal advice.”

{¶ 5} Nothing happened for over three months. Synchrony Bank filed a motion for default judgment on November 25, 2024. The court granted the motion the same day. Both were file-stamped by the clerk the same minute.

{¶ 6} On December 4, 2024, Scales moved to set aside the default judgment. About a month later, on January 7, 2025, she filed a “Motion to Compel Discovery of the Original Note [and] Counterclaim.” According to the docket, this pleading was “stricken (sic) per court rules” because no fee was paid. Two days later, Scales filed a fee waiver application and affidavit; a notary public section of the affidavit was left blank, and the court did not rule on this application.

{¶ 7} Notwithstanding the docket entry indicating that Scales’s January 7, 2025 filing had been “stricken (sic) per court rules,” the court issued a judgment entry filed on January 9, 2025, transferring the case to the Erie County Court of Common Pleas on the basis that the municipal court lacked jurisdiction over Scales’s counterclaim because the counterclaim “exceeds [the] monetary limit and jurisdiction” of the municipal court.

{¶ 8} On January 13, 2025—after the municipal court ordered the transfer of the case to common-pleas court—Scales filed a “Motion for Injunction and Declaratory Judgment.”

B. The Erie County Court of Common Pleas purported to exercise jurisdiction, then reconsidered.

{¶ 9} Once in the common-pleas court, Scales refiled her “Motion to Compel Discovery of the Original Note [and] Counterclaim” and “Motion for Injunction and Declaratory Judgment.” Almost immediately, on January 16, 2025, the common-pleas court considered the December 4, 2024 motion to set aside default judgment that Scales had filed in the municipal court. The court found that (1) Scales had never been served with the complaint, and (2) despite filing her Notice of Civil Liability—which the

common-pleas court deemed an “appearance” for purposes of Civ.R. 55(A)—the municipal court did not afford her a hearing with seven days’ notice as was required under the rule. The common-pleas court granted the motion to set aside the default judgment and vacated the municipal court’s November 25, 2024 default judgment. It denied Scales’s motions to compel discovery as premature, and it denied her motions for injunctive relief and declaratory judgment as superfluous.

{¶ 10} On January 28, 2025, Scales moved to dismiss the case without prejudice due to the bank’s “failure to comply with mandatory procedural rules, evidentiary rules, and constitutional protections,” which, she claimed, deprived the court of jurisdiction and rendered the bank’s claims fatally deficient. More specifically, Scales maintained that Synchrony Bank failed to serve its complaint within six months in violation of Civ.R. 4(E), failed to produce the original contract demonstrating a binding agreement with her, failed to provide an accurate accounting of the debt, and violated her rights to due process and equal protection. She insisted that the bank also lacked standing for failing to produce the original contract.

{¶ 11} The court set a February 12, 2025 hearing on the bank’s original motion for default judgment filed in the municipal court. Due to illness, it reset the hearing for February 28, 2025, and ordered the parties to appear in person. The day before the hearing, an attorney for Synchrony Bank moved to appear at the hearing via telephone. The magistrate denied her motion the same day. Despite the denial of the motion, counsel for the bank did not appear at the hearing. In a February 28, 2025 decision, the magistrate denied the motion for default judgment for two reasons: (1) because there was

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no return of service in the municipal-court docket establishing that Scales was served with the complaint; and (2) as a “partial sanction for counsel’s failure to appear” in person for the hearing on the motion for default judgment.

{¶ 12} The case plodded along for a couple of months with Scales filing numerous irregular motions and discovery requests, all of which were denied by the magistrate. Then on April 4, 2025, Synchrony Bank filed its own Motion to Dismiss or Remand, for Reconsideration, and in the Alternative, to Dismiss. It argued that at the time Scales purported to file her counterclaim, default judgment had already been granted, thus a counterclaim could not be filed at that juncture, there was no claim to transfer, and the Sandusky Municipal Court’s January 9, 2025 transfer order was a nullity. Moreover, it maintained that the purported counterclaim was embedded in an omnibus motion, no filing fee had been paid, leave had not been sought, and the docket indicates that the pleading had been stricken for failure to pay the filing fee. In sum, the bank insisted, the municipal court lacked the power to transfer the case to the common-pleas court and the post-transfer orders entered by the common-pleas court were nullities.

{¶ 13} Assuming that the common-pleas court agreed that the municipal court lacked authority to transfer the case, Synchrony Bank asked the court to reconsider its post-transfer rulings, find that they were entered without jurisdiction, and either dismiss the case for lack of jurisdiction or remand the case to the municipal court.¹

¹ The bank also made a brief substantive argument in support of dismissal, the specifics of which are not necessary to this appeal.

{¶ 14} Scales responded to the bank’s motion, and argued (1) the common-pleas court already ruled that the November 25, 2024 default judgment was void for lack of service and violation of Civ.R. 55(A); (2) because the common-pleas court granted her motion to vacate, no final judgment exists for the bank to rely on; (3) the bank lacks standing to enforce the alleged debt; (4) the bank’s argument is barred by judicial estoppel; and (5) dismissal of the case would deprive Scales of due process. Scales filed additional “motions” and “exhibits” that the court denied as duplicative of other filings.

{¶ 15} On May 30, 2025, the trial court entered a judgment denying Scales’s January 28, 2025 motion to dismiss and granting Synchrony Bank’s April 4, 2025 motion, in part. The common-pleas court found that it had erred in vacating the municipal court’s November 25, 2024 default judgment. It recognized that when the municipal court granted the bank’s motion for default judgment, that judgment was final and appealable. It observed that Scales had filed a motion to set aside the default judgment, but it explained that the purported counterclaim filed by Scales was a nullity because it was filed after the November 25, 2024 judgment and without leave. At that point, the court stated, “[t]he case was complete, subject only to a ruling on the Motion to Set Aside Default Judgment,” and it should not have been transferred because the common-pleas court lacked jurisdiction.

{¶ 16} The common-pleas court took responsibility for “compound[ing] the problem” by failing to analyze the municipal-court docket and, therefore, failing to ascertain that the counterclaim was a nullity. What’s more, the court admitted, it erroneously granted the motion to vacate the default judgment despite having no power to

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do so. The court acknowledged that, in fact, only the municipal court had authority to rule on the motion to set aside the default judgment. Because it lacked jurisdiction, the common-pleas court vacated all of its prior judgments in the case and transferred it back to the municipal court for it to rule on Scales's motion to set aside the default judgment.

**C. Scales attempted to remove the case to federal court,
but it landed back in municipal court.**

{¶ 17} Once back in municipal court, Scales tried to remove the case to federal court on June 11, 2025. In a judgment filed July 30, 2025, the federal court found that it lacked jurisdiction and remanded the case to the municipal court.

D. The municipal court ruled on Scales's motion to set aside default judgment.

{¶ 18} On August 4, 2025, Scales moved to dismiss the complaint under Civ.R. 12(B)(2) and (5) for lack of personal jurisdiction and insufficient service of process. The next day she filed a renewed motion for default judgment and requested "reinstatement" of her counterclaim. On August 14, 2025, the magistrate issued a decision denying Scales's December 4, 2024 motion to set aside the default judgment. The magistrate found that service was perfected on August 7, 2024, and Scales had notice of the complaint as evidenced by her August 13, 2024 filing.² It denied Scales's remaining motions as moot.

{¶ 19} On August 18, 2025, Scales filed objections to the magistrate's decision. She complained that (1) the magistrate erred in finding service where the bank failed to file admissible proof of proper service; (2) the docket contains no certified mail receipt,

² The magistrate misidentified the year of these filings as 2025.

no proof of delivery by the post office, and no affidavit establishing ordinary mail service, and, she claimed, a mere certificate of mailing does not satisfy Civ.R. 4.1(A); (3) her knowledge of the lawsuit came not from successful service of the complaint but by being verbally informed of the action by a deputy clerk; (4) defective service was not waived; (5) the magistrate improperly acted as an advocate for the bank by manufacturing arguments on its behalf; (6) because jurisdiction was never established, all denials of Scales's motions were erroneous; (7) the bank sought and obtained a default judgment without the notice contemplated by Civ.R. 55(A); and (8) the bank's conduct in attempting to secure a default judgment without perfected service and its failure to respond to Scales's motions constitute frivolous and sanctionable conduct.

{¶ 20} Scales continued to file motions while her objections were pending. Finally, on September 22, 2025, the municipal court adopted the magistrate's decision and denied Scales's objections. It granted judgment in favor of the bank for \$3,955.98 with zero percent interest from November 25, 2024. On September 29, 2025, Scales moved to vacate the September 22, 2025 judgment. She then filed a notice of appeal on October 14, 2025, which divested the municipal court of jurisdiction before it ruled on her new motion to vacate.

{¶ 21} Scales now assigns the following errors for our review:

Assignment of Error I - Lack of Service (Jurisdictional Defect). The trial court erred in entering judgment where Plaintiff never perfected service of summons. Plaintiff's certified-mail service was returned "UNCLAIMED" on August 5, 2024, and although the docket notes a "reissued" certified mailing, a request for regular mail service, and a "certificate of mailing," the record does not establish completed service under Civ.R. 4.6(D).

Assignment of Error II - Improper Default Judgment. The trial court erred in granting default judgment on the same day Plaintiff filed its motion, without affording Defendant the seven-day notice required by Civ.R. 55(A), thereby denying due process.

Assignment of Error III - Timely Motion to Set Aside Was Not Ruled Upon. The trial court erred by failing to rule on Defendant's timely filed Motion to Set Aside Default Judgment.

Assignment of Error IV - Trial Court Proceeded Despite Unresolved Counterclaim and Pending Filings. The trial court erred by proceeding to judgment while Appellant's Motion to Set Aside Default Judgment, Counterclaim, and Motion to Compel remained pending and unanswered. Plaintiff filed no response to those filings, and the court moved forward without resolving them. That procedural posture materially prejudiced Appellant and infected the later judgment.

Assignment of Error V - Common Pleas Court Acknowledgment of Void Judgment. The trial court erred by proceeding upon a judgment that had already been recognized as void. On January 16, 2025, the Erie County Common Pleas Court recognized that default had been granted without proper service and on the same day the motion was filed, confirming the judgment was procedurally defective and void.

Assignment of Error VI - Plaintiff Failed to Establish It Was the Proper Party Entitled to Enforce the Claim at Filing. The trial court erred by entering judgment where Plaintiff failed to establish through competent evidence that it owned or had the right to enforce the alleged debt when the complaint was filed.

Assignment of Error VII - Judgment Entered Despite Unresolved Jurisdictional Defects. The trial court erred by adopting the magistrate's decision and entering judgment on September 22, 2025, while issues of service, standing, lack of response, and counterclaims remained unresolved, violating due process rights under the Fourteenth Amendment and Article I, Section 16 of the Ohio Constitution.

Assignment of Error VIII - Order on Non-Filed Motion Was Procedurally Irregular and Violated Due Process. The trial court erred by granting relief on a motion that does not appear in the record and was not shown as served on Appellant. That procedural irregularity deprived

Appellant of notice and opportunity to respond and cannot support the judgment below.

II. Law and Analysis

{¶ 22} In her assignments of error, Scales argues (1) the trial court lacked personal jurisdiction because the record does not show that service was completed under Civ.R. 4.6(D); (2) the trial court's November 25, 2024 judgment granting the bank's motion for default judgment violated Civ.R. 55(A) and her right to due process; (3) the trial court ignored her timely motion to set aside the default judgment; (4) the trial court erred in proceeding with the case despite the bank's failure to respond to her pending filings and counterclaim; (5) the common pleas court already acknowledged that the default judgment was void; (6) Synchrony Bank failed to establish that it was the proper party entitled to enforce the claimed debt at the time suit was filed; (7) the court's September 22, 2025 judgment violated due process; and (8) the court's October 13, 2025 order granting the bank an extension of time was procedurally irregular because no motion appears in the record.

A. First Assignment of Error

{¶ 23} In her first assignment of error, Scales argues that the trial court erred in entering judgment against her because Synchrony Bank never perfected service of summons. Scales emphasizes that certified-mail service was returned "UNCLAIMED" on August 5, 2024. She maintains that the docket notes a "reissued" certified mailing, a

request for regular mail service, and a “certificate of mailing,” but she insists that this does not establish completed service under Civ.R. 4.6(D).

{¶ 24} Service of process is required to inform the defendant of the pendency of an action and afford an opportunity to respond. *Griffin v. Braswell*, 2010-Ohio-1597, ¶ 15 (6th Dist.), citing *Akron–Canton Regional Airport Auth. v. Swinehart*, 62 Ohio St.2d 403, 406 (1980), quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). The burden of perfecting service is on the plaintiff. *Ackman v. Mercy Health W. Hosp., L.L.C.*, 2024-Ohio-3159, ¶ 15. If the plaintiff follows the civil rules for service, it will be “presumed that ‘service was proper unless the defendant rebuts this presumption with sufficient evidence of nonservice.’” *Griffin* at ¶ 15, citing *Calvary Invest., L.L.C. v. Clevenger*, 2005-Ohio-7003, ¶ 10 (6th Dist.). If service of process is not properly made under the civil rules, any judgment rendered by the trial court in regard to the complaint is without jurisdiction and is void. *Id.*

{¶ 25} Civ.R. 4.1(A)(1)(a) permits service by U.S. certified mail. Under Civ.R. 4.6(D), if service has been attempted using U.S. certified mail but is returned as “unclaimed,” the clerk must notify the serving party or its attorney of record. If the serving party or its attorney files a written request for ordinary mail service, “the clerk shall send by United States ordinary mail a copy of the summons and complaint or other document to be served to the defendant at the address set forth in the caption, or at the address set forth in written instructions furnished to the clerk.” Civ.R. 4.6(D). The mailing shall be evidenced by a certificate of mailing completed and filed by the clerk.

So long as the ordinary mail envelope is not returned by the post office, “[s]ervice shall be deemed complete when the fact of mailing is entered of record.” *Id.*

{¶ 26} Here, the docket reflects that the summons and complaint were served on Scales by certified mail on July 2, 2024, at the address that Scales used throughout the pendency of this case. A request was also made for regular mail service and noted on the docket. On August 5, 2024, the summons and complaint that were served by certified mail were returned “unclaimed.” According to the docket, they were reissued by certified mail that day *and* were also mailed on August 7, 2024. The docket entry reads: “certif. of mailing service issued to Scales, Bobbie re: civil summons.” There is no indication that the regular mailing was returned as undeliverable. Accordingly, there is a rebuttable presumption that service was proper.

{¶ 27} “The defense of insufficiency of service of process is waived if a motion is made raising other Civ.R. 12(B) defenses and it is not included in that motion or, if there is no such motion, if it is not raised by separate motion or included in the responsive pleading.” *Glozzo v. Univ. Urologists of Cleveland, Inc.*, 2007-Ohio-3762, ¶ 9. Here, though the municipal court deemed it “not an answer,” Scales’s “responsive pleading”—her “Notice of Civil Liability”—did not raise this defense. Significantly, neither did her December 4, 2024 motion to set aside default judgment. In that motion, Scales did not claim that she was not properly served with the complaint. Rather, she argued that (1) the bank had not provided documentation to verify the debt, and (2) her failure to answer the complaint was due to excusable neglect. Specifically, Scales claimed that she “was unable to respond to the complaint or appear in court due to a misunderstanding.” She

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said that she had been “actively corresponding with” the bank’s attorneys, “sending letters and notices requesting validation of the alleged debt,” but “they stopped responding without providing the requested documentation to validate the debt.” She said that she “believed this correspondence was sufficient and did not realize additional action was required to avoid default.” She attached correspondence that post-dated the filing of the complaint. Importantly, Scales did *not* claim that she was never served.

{¶ 28} It was not until the common-pleas court sua sponte entered its since-vacated January 16, 2025 judgment that Scales first raised the issue of insufficient service of process. This was too late. Because (1) the docket shows that process was served via regular mail after certified mail was returned “unclaimed”; (2) the docket does not indicate that regular mail was returned as undeliverable; (3) Scales did not claim insufficiency of service of process in her “responsive pleading” or in her December 4, 2024 motion to vacate default judgment; and (4) Scales asserted this defense only after the common-pleas court sua sponte determined that she had not been properly served, we conclude that Scales failed to rebut the presumption of proper service.

{¶ 29} We find Scales’s first assignment of error not well-taken.

B. Second Assignment of Error

{¶ 30} In her second assignment of error, Scales argues that the trial court erred and violated her right to due process when it granted default judgment on the same day the bank filed its motion, without affording Scales the seven-days’ notice required by Civ.R. 55(A).

{¶ 31} Scales accurately states that Synchrony Bank’s November 25, 2024 motion for default judgment was filed and granted on the same date and at the same time. She is also correct that where a defendant has appeared, he or she is entitled to seven days’ notice before a hearing on the default motion. Civ.R. 55(A) provides, in pertinent part, as follows:

When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules, the party entitled to a judgment by default shall apply in writing or orally to the court therefor. . . . *If the party against whom judgment by default is sought has appeared in the action, he . . . shall be served with written notice of the application for judgment at least seven days prior to the hearing on such application. . . .*

(Emphasis added.) “If a judgment by default has been entered, the court may set it aside in accordance with Rule 60(B).” Civ.R. 55(B).

{¶ 32} The first issue we must resolve is whether Scales “appeared,” such that seven days’ notice was required before a default judgment could be granted. “An appearance has been defined as an overt action by the party that clearly expresses an intention and purpose to defend the suit.” *CitiMortgage, Inc. v. Bumphus*, 2011-Ohio-4858, ¶ 35 (6th Dist.), citing *AMCA Internatl. Corp. v. Carlton*, 10 Ohio St.3d 88, 91 (1984). Ohio courts construe the term liberally. *Potomac Ins. Co. of Illinois v. Zehr*, 2003-Ohio-3688, ¶ 6 (6th Dist.). This court has observed that an untimely answer or letter to opposing counsel disputing the action may constitute an appearance. *Id.*, citing *Kime v. Dierksheide*, 1985 WL 7131 (6th Dist. May 24, 1985); *Wood Cty. Furniture v. Baughman*, 1983 WL 6909, * 1 (6th Dist. Aug. 5, 1983). Here, Scales filed a Notice of

Civil Liability. While this was not an answer or a denial contemplated by the civil rules, it sufficed to constitute an appearance for purposes of Civ.R. 55(A).

{¶ 33} Because she “appeared,” Scales was entitled to seven days’ notice of a hearing on the motion for default. This notice was not provided before the court granted default judgment. Thus, the next issue we must resolve is the effect of the default judgment given that it was granted without notice in violation of Civ.R. 55(A). More specifically, we must determine if the default judgment was “void” or “voidable.”

{¶ 34} “A void judgment is a nullity and open to collateral attack at any time.” *Lingo v. State*, 2014-Ohio-1052, ¶ 46. An error in a voidable judgment, however, must be timely asserted—“at the earliest available opportunity”—or it will be deemed forfeited. *State v. Schilling*, 2023-Ohio-3027, ¶ 22, citing *State v. Henderson*, 2020-Ohio-4784, ¶ 17, citing *Tari v. State*, 117 Ohio St. 481, 495 (1927). This is true even if the error is constitutional in nature. *Id.* “[T]he question of whether a judgment is void or voidable generally depends on ‘whether the Court rendering the judgment has jurisdiction.’” *Miller v. Nelson-Miller*, 2012-Ohio-2845, ¶ 12, quoting *Cochran’s Heirs’ Lessee v. Loring*, 17 Ohio 409, 423 (1848). Generally, a judgment is void “only when the court rendering the judgment lacks subject-matter jurisdiction or jurisdiction over the parties.” *Id.*, citing *In re J.J.*, 2006-Ohio-5484, ¶ 10, 15. “On the other hand, ‘[i]f the court has jurisdiction over the case and the person, any error in the court’s exercise of that jurisdiction is voidable’ as opposed to void.” *Schilling* at ¶ 22, citing *Henderson* at ¶ 34.

{¶ 35} Ohio appellate districts have been divided as to whether a default judgment entered without notice is void or voidable. “Some districts have held that a default

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judgment entered without the notice provided in Civ.R. 55(A) is void and a nullity,” while “[o]ther districts have held that failure to comply with the notice procedures in Civ.R. 55(A) when a defendant appears in the action renders a default judgment voidable and subject to being vacated under Civ.R. 60(B).” *Deutsche Bank Natl. Tr. Co. v. Lagowski*, 2012-Ohio-1684, ¶ 52 (7th Dist.).

{¶ 36} In *Bumphus*, 2011-Ohio-4858, at ¶ 37-38 (6th Dist.), this court held that “[i]f the [required] notice is not given, the default judgment must be reversed on appeal because the judgment is void for lack of due process.” In reaching this conclusion, we relied in large part on the Ohio Supreme Court’s decision in *AMCA Internatl. Corp.*, 10 Ohio St.3d at 91, where the Court recognized that “[i]t has been consistently held that a defendant who has appeared in the action is entitled to service of an application for default judgment prior to its entry, and where service is required, a default judgment entered without service must be vacated or reversed on appeal.”

{¶ 37} In the 15 years since we decided *Bumphus* and the more than 40 years since the Court decided *AMCA Internatl.*, the Ohio Supreme Court has actively endeavored to align Ohio jurisprudence with the “traditional understanding of what constitutes a void sentence.” *Henderson*, 2020-Ohio-4784, ¶ 43. Since then, the Court has repeatedly recognized that a judgment will be deemed voidable—rather than void—where the court has jurisdiction over both the subject matter and the person. *See Maryhew v. Yova*, 11 Ohio St.3d 154, 156 (1984) (explaining that jurisdiction over a person can be acquired in one of three ways, and service of process is one such way); *Bank of Am., N.A. v. Kuchta*, 2014-Ohio-4275, ¶ 19, citing *Morrison v. Steiner*, 32 Ohio St.2d 86, 87 (1972)

(recognizing that a court has jurisdiction over a case where it has the power “to entertain and adjudicate a particular class of cases”). The Court has applied this principle in a variety of contexts.

{¶ 38} In *Miller*, 2012-Ohio-2845, at ¶ 20, the Ohio Supreme Court held that because the court had jurisdiction over the subject matter and the parties, its improper delegation of signatory authority to a magistrate in violation of Civ.R. 58(A) rendered the judgment voidable—not void—and not subject to collateral attack. In *Kuchta*, 2014-Ohio-4275, at ¶ 25, the Court held that lack of standing did not render the judgment at issue void for lack of subject-matter jurisdiction. In *State v. Harper*, 2020-Ohio-2913, ¶ 5, the Court held that any error in failing to properly impose postrelease control “rendered the judgment of conviction voidable, not void,” and therefore not subject to collateral attack. In *Henderson* at ¶ 1, the Court held that even where a sentence imposed on a defendant is unlawful, “sentences based on an error . . . are voidable”—not void—“if the court imposing the sentence has jurisdiction over the case and the defendant.” In *In re K.K.*, 2022-Ohio-3888, ¶ 9, the Court held that a juvenile court’s failure to hold a dispositional hearing within the 90-day limit set by statute rendered the judgment voidable, not void. In *State ex rel. Ogle v. Hocking Cnty. Common Pleas Court*, 2023-Ohio-3534, ¶ 21, the Court held that “[a]lthough a sentence imposed in violation of the Sixth Amendment right to counsel is a structural error that is reversible on appeal, . . . such a sentence is not void ab initio for lack of subject-matter jurisdiction.” And in *Colt’s Neck Homeowners Assn. v. Franklin Cnty., Ohio Bd. of Commrs.*, 2026-Ohio-2751, ¶ 36, the Court found that in cases involving application of the jurisdictional-priority rule, “any

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error committed when two courts of concurrent jurisdiction hear the same case will render a judgment from the second court voidable, not void.”

{¶ 39} Nevertheless, in the context at issue here, where the trial court has granted default judgment without the required Civ.R. 55(A) notice against a defendant who has appeared in the action, stare decisis requires us to follow the Ohio Supreme Court’s decision in *AMCA Internatl.* like we did in *Bumphus*. See *State v. King*, 2026-Ohio-2656, ¶ 51 (“Stare decisis is a bedrock principle in Ohio courts; adherence to precedents promotes stability and predictability.”). As such, we conclude that the trial court’s entry of default judgment is void.

{¶ 40} We recognize that our conclusion here is in conflict with the decision of the Tenth District in *GMAC Mtge., LLC v. Lee*, 2012-Ohio-1157, ¶ 16 (10th Dist.), which held that the default judgment in that case was “not void ab initio, despite the lack of Civ.R. 55(A) notice. Rather, the judgment [wa]s voidable and was subject to reversal on appeal or to relief under Civ.R. 60(B).” Our conclusion is also in conflict with the decision of the Seventh District in *Lagowski*, 2012-Ohio-1684, ¶ 54 (7th Dist.), which held that “a default judgment entered without prior notice to an appearing defendant, is voidable, subject to attack by a Civ.R. 60(B) motion to vacate.”

{¶ 41} Section 3(B)(4), Article IV of the Ohio Constitution provides “[w]henever the judges of a court of appeals find that a judgment upon which they have agreed is in conflict with a judgment pronounced upon the same question by any other court of appeals of the state, the judges shall certify the record of the case to the supreme court for

review and final determination.” *Id.* at ¶ 31. The Ohio Supreme Court set forth three requirements which must be met in order to certify a case:

First, the certifying court must find that its judgment is in conflict with the judgment of a court of appeals of another district and the asserted conflict must be “upon the same question.” Second, the alleged conflict must be on a rule of law-not facts. Third, the journal entry or opinion of the certifying court must clearly set forth that rule of law which the certifying court contends in conflict with the judgment on the same question by other district courts of appeals. *Whitelock v. Gilbane Bldg. Co.*, 66 Ohio St.3d 594, 596, 613 N.E.2d 1032 (1993).

{¶ 42} We find that our conclusion is in conflict with the conclusions of the Tenth District in *GMAC Mtge., LLC v. Lee*, 2012-Ohio-1157 (10th Dist.), and the Seventh District in *Deutsche Bank Natl. Trust Co. v. Lagowski*, 2012-Ohio-1684 (7th Dist.). We, therefore, sua sponte certify a conflict to the Supreme Court of Ohio, pursuant to Article IV, Section 3(B)(4), Ohio Constitution, on the following issue:

Whether the failure to adhere to Civ.R. 55(A)’s notice requirements before granting default judgment renders that judgment void ab initio or merely voidable.

{¶ 43} We find Scales’s second assignment of error well-taken.

C. Remaining Assignments of Error

{¶ 44} In her third assignment of error, Scales argues that the trial court erred by failing to rule on her December 4, 2024 motion to set aside default judgment. In her fourth assignment of error, Scales argues that the trial court erred by proceeding to judgment while other of her motions remained pending and were not answered by Synchrony Bank. In her fifth assignment of error, Scales argues that the trial court erred by proceeding upon its November 25, 2024 judgment when on January 16, 2025, the Erie

County Common Pleas Court recognized that default judgment had been improperly granted and was procedurally defective and void. In her sixth assignment of error, Scales argues that Synchrony Bank failed to establish through competent, admissible evidence that it owned or had the right to enforce the specific alleged account at the time the complaint was filed. And in her eighth assignment of error, Scales complains that the trial court erred when on October 13, 2025, it granted Synchrony Bank’s motion for extension to respond to Scales’s most recent motion to vacate.

{¶ 45} All these assignments of error are rendered moot based on our resolution of Scales’s second assignment of error. We therefore dismiss assignments of error three through eight.

III. Conclusion

{¶ 46} Contrary to Scales’s claim, the docket does demonstrate proper service of process. Specifically, when service by certified mail was returned unclaimed, the clerk served Scales by ordinary mail, and there is no entry indicating that ordinary-mail service failed. We find Scales’s first assignment of error not well-taken.

{¶ 47} Scales “appeared” in this action for purposes of Civ.R. 55(A) and should have received seven days’ notice of the hearing on the bank’s motion for default. Under *Bumphus* and *AMCA Internatl.*, the failure to provide notice rendered the default judgment void. We find Scales’s second assignment of error well-taken. Because this conclusion is in conflict with decisions of the Tenth and Seventh Districts, we certify a conflict to the Ohio Supreme Court. The parties are directed to Sup.R.Pract. 8.01 for instructions for how to proceed.

{¶ 48} We dismiss as moot Scales’s third through eighth assignments of error.

{¶ 49} We reverse the September 22, 2025 judgment of the Sandusky Municipal Court. The bank is ordered to pay the costs of this appeal under App.R. 24.

Judgment reversed.

A certified copy of this entry shall constitute the mandate pursuant to App.R. 27.

Christine E. Mayle, J.

JUDGE

Myron C. Duhart, J.

JUDGE

Charles E. Sulek, J.

CONCUR.

JUDGE

This decision is subject to further editing by the Supreme Court of Ohio’s Reporter of Decisions. Parties interested in viewing the final reported version are advised to visit the Ohio Supreme Court’s web site at:
<http://www.supremecourt.ohio.gov/ROD/docs/>.