[Cite as *Lucas v. Brindle*, 2026-Ohio-4593.]

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
BELMONT COUNTY

DIANA L. LUCAS, EXECUTRIX
OF THE ESTATE OF
ETHEL MAE MCFARLAND,

Plaintiff-Appellee,

v.

MICHAEL R. BRINDLE, ET AL.,

Defendants-Appellants.

OPINION AND JUDGMENT ENTRY
Case No. 26 BE 0014

Civil Appeal from the
Court of Common Pleas of Belmont County, Ohio
Case No. 21 CV 44

BEFORE:
Scott Lynch, John J. Eklund, Eugene A. Lucci, Eleventh District Judges, sitting by assignment.

JUDGMENT:
Affirmed in part, reversed in part, and remanded.

Atty. Richard O. Hamilton, Jr. and *Atty. Adam J. Turer*, Robbins, Kelly, Patterson & Tucker, L.P.A., 312 Elm Street, Suite 2200, Cincinnati, OH 45202, for Plaintiff-Appellee, Diana L. Lucas, Executrix of the Estate of Ethel Mae McFarland.

Atty. Joel A. Holt, Maguire Schneckenburger Legal Group, 190 East Avenue, Tallmadge, OH 44278, for Defendants-Appellants, Michael Brindle and Terra Firma Energy & Land Consults, L.L.C.

Atty. Carl A. Frankovitch, Frankovitch, Anetakis, Simon, DeCapio & Pearl, L.L.P., 337 Penco Road, Weirton, WV 26062, for Defendant-Appellee, Timothy Paul Miller.

Atty. W. Gus Saines, McDermott & Bonenberger, P.L.L.C., 1144 Market Street, Suite 101, Wheeling, WV 26003, and *Atty. David J, Berardinelli*, DeForest Koscelnik & Berardinelli, 436 Seventh Avenue, 30th Floor, Pittsburgh, PA 15219, for Defendants-Appellees, American Mineral Solutions, L.L.C. and Daniel F. Spitznagel.

Dated: November 17, 2026

SCOTT LYNCH, J.

{¶1} Defendants-appellants, Michael Brindle and Terra Firma Energy & Land Consults, LLC, appeal the orders of the Belmont County Court of Common Pleas, denying their Motion to Vacate a default judgment; entering summary judgment in favor of plaintiff-appellee, Diana L. Lucas; adopting findings of fact and conclusions of law after the entering of judgment; and dismissing their crossclaims against other defendants-appellees, Timothy Paul Miller, American Mineral Solutions, LLC ("AMS"), and Daniel F. Spitznagel.

{¶2} We find that Brindle failed to rebut the presumption of valid service and so affirm the default judgment entered against him.

{¶3} We find that Lucas did not move for summary judgment against either Brindle or Terra Firma and so reverse the summary judgment against them, including the award of compensatory and punitive damages. Attorney fees, however, were determined

in a separate proceeding in which Brindle and Terra Firma received notice and had an opportunity to be heard and so the award of attorney fees is affirmed. Brindle and Terra Firma noted a minor discrepancy between the award of attorney fees and the evidence at hearing and so we modify the award to conform with the evidence.

{¶4} We hold that, until a final appealable order was issued, the trial court had authority to revise or modify prior non-final orders.

{¶5} Brindle and Terra Firma's arguments against the dismissal of their crossclaims against Miller, AMS, and Spitznagel were contingent on default judgment being vacated. Since this did not happen, the dismissal of the crossclaims is affirmed.

{¶6} Accordingly, the judgment of the lower court is affirmed in part, reversed in part, and remanded for further proceedings consistent with this Opinion.

Substantive and Procedural Background

{¶7} On March 19, 2021, Ethel Mae McFarland filed a Complaint against Brindle; Terra Firma; AMS; Spitznagel; Gateway Royalty V, LLC; Ascent Resources – Utica, LLC; Timothy Paul Miller; Paloma Partners III, LLC; Gulfport Energy Corporation (as successor in interest to Paloma Partners); and XTO Energy Inc.

{¶8} According to the Complaint, McFarland was the owner of real estate and the associated oil and gas rights (hereafter mineral rights) in Belmont County. The mineral rights were subject to lease agreements with defendants, Ascent, Paloma, Gulfport, and XTO. The Complaint alleged that Brindle, Terra Firma, Miller, AMS, Sptiznagel, and Gateway had fraudulently conspired to deprive McFarland of her mineral rights by forging deeds transferring the rights to Terra Firma. Thereafter, the mineral rights were transferred to AMS and then to Gateway.

{¶9} With respect to Brindle and Terra Firma, the Complaint raised claims of Quiet Title, Fraud, Tortious Interference, Conversion, Equitable Disgorgement, Slander of Title, Breach of Accounting / Specific Performance, Civil Conspiracy, and Punitive Damages.

{¶10} On June 17, 2021, McFarland filed a Motion for Default Judgment Against Brindle and Terra Firma.

{¶11} On June 16, 2022, a handwritten and *pro se* Motion to Dismiss was filed by "defendants Michael R. Brindle ("Brindle") and TERRA ENERGY AND LAND, TERRA FIRMA ENERGY AND LAND CONSULTS, LLC, D/B/A MICHAEL R. BRINDLE SENIOR LAND AGENT for American Mineral Solutions from February 2018 until February 2022."

{¶12} On July 17, 2022, a handwritten and *pro se* Proposed Order on Motion to Dismiss was filed. In this filing, *inter alia*, it was argued that the defendants' conduct did not establish a factual basis for the exercise of specific jurisdiction. This was supported by attached exhibits which included a Confidential Settlement Agreement with Mutual Full and Final Release and a Consent Judgment Entry Amongst Certain Parties filed in the case of *Gerritz v. Brindle*, Belmont County Court of Common Pleas Case No. 20 CV 0274.

{¶13} On July 20, 2022, McFarland moved to strike the *pro se* filings as they were not signed and did not contain certificates of service.

{¶14} On July 25, 2022, the trial court entered default judgment in favor of McFarland against Brindle and Terra Firma:

> As these matters have languished, most recently, those defaulting Defendants [Brindle and Terra Firma] have attempted several pro se filings. Based upon the record, the Court sustains Plaintiff's Motion to Strike those attempted filings. Those Defendants have not petitioned for leave, in any event.

> Therefore, the Court sustains Plaintiff's Motions and renders judgment in favor of Plaintiff and against Defendants Michael R. Brindle and Terra Firma Energy & Land Consultants [sic], LLC, on all of Plaintiff's claims as pled in her Complaint. As one result, those Defendants have no further interest in or right to claim an interest in the real estate or any mineral rights or benefits associated therewith.
>
> The Court will schedule a hearing on Plaintiff's damages when requested by Plaintiff.

{¶15} On October 18, 2022, a Suggestion of Death was filed on behalf of McFarland. Thereafter, Diana L. Lucas, Executrix of the Estate of Ethel Mae McFarland, was substituted as the new party plaintiff.

{¶16} On August 25, 2023, Brindle filed a Motion to Vacate Judgment on the grounds that he "was not properly served with Plaintiff's Complaint." A Motion for Stay of Execution Pending Motion to Vacate was also filed. Lucas filed a Memorandum Contra the Motion to Vacate and Brindle filed a Reply in Support of the Motion.

{¶17} On April 26, 2024, the trial court denied the Motion to Vacate. The court held:

> The record contains a return receipt for certified mail service upon Brindle at 436 Butler Street, Pittsburgh PA 15223 [Terra Firma's registered office on file with the Pennsylvania Secretary of State]. Brindle attacks this on two grounds.
>
> First, he swears that he neither signed nor printed his name on that receipt.
>
> Second, Brindle swears that his last day of work with Defendant American Mineral Solutions, LLC, at 436 Butler Street, was June 17, 2020. He swears that he then cleaned out his office, returned his keys, and was escorted away.
>
> The Court will consider these in the same order. The Court, having reviewed the entire record, can not make a finding about signature authentication. Especially after reviewing Brindle's … pro se presentments, no two signatures/printed names, are even similar.

> The Court can not give Brindle's claims weight without an expert opinion, or some more convincing evidence of Brindle's credibility.
>
> This statement relates to Brindle's second sworn assertion that he was never at 436 Butler Street after June 17, 2020.
>
> As Brindle requested, the Court has taken judicial notice of all of the records. This review included Common Pleas Court Case Number 20-CV-274, titled Connie Jo Gerritz v. Michael R. Brindle, et al.
>
> In that case, Brindle was served with process by certified mail at 436 Butler Street, the Defendant American Mineral Solutions, LLC['s] office, on November 13, 2020, almost five months beyond his sworn termination and last presence. Brindle had competent legal counsel in the Gerritz case. At no time, by pleading or otherwise, did Brindle ever raise and/or contest the personal jurisdiction issue. Some of the Defendants here were named in that case, too, although this Court makes no present credibility finding as to them.
>
> Thus, the Court can give no credibility to Brindle's claim that he did not sign the return receipt and was not served with process. His Motion to Vacate is overruled. His Motion to Stay Execution is overruled.

{¶18} On April 6, 2023, Lucas settled and dismissed her claims against Miller.

{¶19} On May 16, 2024, the trial court granted a Motion for Summary Judgment filed by Lucas against Spitznagel, AMS, and Gateway. The court, considering the "evidence of the interconnections of Defendants Michael R. Brindle, Terra Firma Energy and Land Consults, LLC, Daniel F. Spitznagel, American Mineral Solutions, LLC, and Gateway Royalty V, LLC, and all of the other evidence," concluded that Lucas was entitled to judgment as a matter of law and rendered judgment "in favor of Plaintiff and against those Defendants, jointly and severally, for precisely the relief sought by Plaintiff in her said Motion."

{¶20} Counsel for Lucas was ordered "to submit a proposed Judgment Journal Entry containing Plaintiff's recommended findings of fact, conclusions of law, and

damage, and/or a hearing, if requested, for punitive damages as to Plaintiff's ownership of the subject mineral rights."

{¶21} On July 2, 2024, Lucas settled and dismissed her claims against Spitznagel and AMS.

{¶22} On July 31, 2024, Brindle and Terra Firma filed crossclaims against Miller and against Spitznagel and AMS for Civil Liability for Criminal Conduct, Civil Conspiracy, and Contribution / Indemnification.

{¶23} On September 5, 2024, an Agreed Entry involving all the parties was issued and provided that "Plaintiff's claims for equitable disgorgement, accounting/specific performance, and punitive damages are hereby mooted to the extent that these are remedies sought by Plaintiff, not additional claims against Defendants."

{¶24} Also on September 5, 2024, Miller moved the trial court to dismiss Brindle and Terra Firma's crossclaims.

{¶25} On October 2, 2024, Spitznagel and AMS moved the trial court to dismiss Brindle and Terra Firma's crossclaims.

{¶26} On December 3, 2024, the trial court granted the separate Motions of Miller and of Spitznagel and AMS to dismiss the crossclaims filed by Brindle and Terra Firma. The court found that the claims for Civil Liability for Criminal Conduct and Civil Conspiracy were contingent upon Miller, Spitznagel and AMS being found "liable" for criminal and/or unlawful conduct against McFarland. Given that the claims against Miller, Spitznagel, and AMS have been settled and these defendants released with prejudice, such liability will never occur.

{¶27} With respect to the Contribution / Indemnification claims, the trial court found that they were barred on several grounds, including R.C. 2307.25(A) ("[t]here is no right of contribution in favor of any tortfeasor against whom an intentional tort claim has been alleged and established") and R.C. 2307.28(B) ("[w]hen a release … is given in good faith to one of two or more persons for the same injury … [t]he release … discharges the person to whom it is given from all liability for contribution to any other tortfeasor").

{¶28} On March 5, 2025, the trial court issued Findings of Fact and Conclusions of Law, supplementing the earlier grant of summary judgment in Lucas's favor. *Inter alia*, the court held:

> 2. Defendants, Michael R. Brindle ("Brindle") and Terra Firma Energy & Land Consults, LLC ("Terra Firma"), are in default and have failed to timely move or otherwise plead in response to the Complaint and have further failed to enter an appearance herein. The Court finds the allegations in the Complaint as to Brindle and Terra Firma are true.
>
> …
>
> 45. IT IS, THEREFORE, ORDERED that judgment is hereby entered in favor of Substitute Plaintiff, Diana L. Lucas, Executrix of the Estate of Ethel Mae McFarland, and against Defendants, Michael Brindle, Terra Firma Energy & Land Consults, LLC, and Gateway Royalty V, LLC, jointly and severally, on Plaintiff's claims for Quiet Title, Tortious Interference, Conversion, Slander of Title, and Civil Conspiracy, in the amounts set forth herein.

{¶29} The trial court awarded compensatory damages in the amount of $658,860.30, representing $293,236.99 in royalty payments received by Gateway from lessees of the mineral rights and $365,623.31 held in suspense by the lessees themselves. The court also awarded punitive damages in the amount of $1,976,580.90 (three times the amount of actual damages) plus reasonable attorney fees and costs to be determined later.

{¶30} On April 22, 2025, Lucas filed a Motion to Determine Attorneys' Fees and Costs pursuant to the March 5, 2025 Journal Judgment Entry.

{¶31} On October 20, 2025, a hearing was held to determine Lucas's attorney fees and costs.

{¶32} On February 12, 2026, the trial court issued a Final Appealable Judgment and Journal Entry. This Entry reduced the compensatory award to $628,860.30, reflecting a setoff of $30,000.00 received by Lucas as settlement against Miller, AMS, and Spitznagel, and accordingly reduced punitive damages to $1,886,580.90 (three times the amount of actual damages). In addition, the court awarded Lucas reasonable attorney fees and costs in the amount of $262,928.08 against Brindle, Terra Firma, and Gateway, jointly and severally.

Assignments of Error

{¶33} On February 27, 2026, Brindle and Terra Firma filed a Notice of Appeal.[1] On appeal, they raise the following assignments of error:

> [1.] The Trial Court committed reversible error by denying Brindle's Motion to Vacate.
>
> [2.] The Trial Court committed reversible error by granting summary judgment in McFarland's favor against Appellants.
>
> [3.] The Trial Court committed reversible error by ordering McFarland to submit "a concluding journal entry as a final appealable order" which would incorporate its prior decisions and journal including the First MSJ [March 5, 2025] Order.
>
> [4.] The Trial Court committed reversible error by improperly adopting the Second MSJ [February 12, 2026] Order *in toto* even though it included additional findings of fact and conclusions of law that modified the First MSJ Order, which was already a final order.

1. The February 12, 2026 Final Appealable Judgment and Journal Entry is also the subject of appeals by Gateway and Gateway's trial counsel, Molly K. Johnson. *See Lucas v. Brindle*, Belmont App. Nos. 26 BE 0013 and 26 BE 0015.

> [5.] The Trial Court committed reversible error by dismissing Appellants' crossclaims against AMS, Spitznagel, and Miller.

First Assignment of Error: The Motion to Vacate

{¶34} In the first assignment of error, Brindle[2] argues that the trial court erred by not vacating the default judgment. He contends the court disregarded the uncontroverted testimony that he did not receive service of process and that it was improper for the court to consider service records from another case.

Personal Jurisdiction: the Civil Rules and Constitutional Due Process

{¶35} "A trial court is without jurisdiction to render judgment or to make findings against a person who was not served summons, did not appear, and was not a party in the court proceedings." *State ex rel. Ballard v. O'Donnell*, 50 Ohio St.3d 182 (1990), paragraph one of the syllabus; *Maryhew v. Yova*, 11 Ohio St.3d 154, 156 (1984) ("[i]t is rudimentary that in order to render a valid personal judgment, a court must have personal jurisdiction over the defendant").

{¶36} "[A] judgment rendered by a court lacking subject matter jurisdiction is void *ab initio*." *Patton v. Diemer*, 35 Ohio St.3d 68, 70 (1988). "A person against whom such judgment and findings are made is entitled to have the judgment vacated." *Ballard* at paragraph one of the syllabus. "[T]he authority to vacate a void judgment … constitutes an inherent power possessed by Ohio courts." *Patton* at 70.

{¶37} "When a plaintiff complies with the Rules of Civil Procedure, a rebuttable presumption of proper service exists." *Bishop v. Bishop*, 2025-Ohio-289, ¶ 30 (7th Dist.). The Civil Rules provide for service by certified mail. "Evidenced by return receipt signed by any person accepting delivery, service of any process shall be by United States

2. The Motion to Vacate was filed on behalf of Brindle only.

certified or express mail …" Civ.R. 4.1(A)(1)(a). "So long as the postal receipt is signed and returned, service is effective 'even if not delivered to the defendant or to a person authorized by appointment or by law to receive service of process for defendant.'" *Youngstown City Demolition v. Rainy Day Rentals, Inc.*, 2023-Ohio-3601, ¶ 14 (7th Dist.).

{¶38} "[I]n the context of a motion to vacate a void judgment, the presumption of service may be rebutted by evidence demonstrating nonservice." *Blon v. Royal Flush, Inc.*, 2022-Ohio-1958, ¶ 18 (7th Dist.), quoting *Lundeen v. Turner*, 2021-Ohio-1533, ¶ 22. "Ohio courts have repeatedly considered claims of failed service even where service was mailed to the correct address." *Ross v. Olsavsky*, 2010-Ohio-1310, ¶ 14 (7th Dist.).

{¶39} As noted by the Supreme Court of Ohio, "[t]he rule speaks primarily to how service shall be made, rather than where, or to whom process may be served." *Akron-Canton Regional Airport Auth. v. Swinehart*, 62 Ohio St.2d 403, 404-405 (1980). "In drafting these rules it was believed that due process should determine the parameters for proper service rather than create unduly restrictive rules prohibiting otherwise constitutionally permissible service." *Id.* at 405.

{¶40} "When it comes to service, the basic requirement is that the 'notice [be] reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.'" *Hunt v. Alderman*, 2025-Ohio-2944, ¶ 14, quoting *Mulane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). "Because service under Civ.R. 4.1(A)(1)(a) must comport with due-process guarantees, sufficient service requires using an address that is reasonably calculated to apprise the defendant of the lawsuit." *Id.* at ¶ 16; *Samson Sales, Inc. v. Honeywell, Inc.*, 66 Ohio St.2d 290, 293 (1981) ("[s]ervice of process made at the

business address of an individual or a corporation [by certified mail] must comport with the requirements of due process").

Standard of Review

{¶41} This Court applies both an abuse of discretion and a *de novo* standard of review as to whether a court has obtained personal jurisdiction over a defendant. "A trial court's ruling on a question of personal jurisdiction is reviewed de novo as a question of law." *Youngstown City Demolition*, 2023-Ohio-3601, at ¶ 7 (7th Dist.); *Blon*, 2022-Ohio-1958, at ¶ 20 (7th Dist.) ("legal decisions (including whether the facts meet a legal test) are reviewed de novo"). "However, a trial court's findings regarding whether service was proper are reviewed for abuse of discretion." *Youngstown City Demolition* at ¶ 7; *Blon* at ¶ 19 ("whether the service presumption was rebutted upon a motion to vacate default judgment is reviewed for an abuse of discretion").

Personal Service on Brindle

{¶42} In the present case, Brindle was served by certified mail on March 23, 2021, at 436 Butler Street, Pittsburgh, Pennsylvania. The return receipt contains a signature and the name "Michael Brindle" in the space reserved for "Received by (Printed Name)." The following documents, attesting 436 Butler Street as the business address for Brindle and Terra Firma, were attached to the Complaint: a June 24, 2020 Mineral Deed in which Terra Firma was the grantee; a July 27, 2020 Mineral Deed signed by Brindle as "Managing Partner of Terra Firma Energy & Land Consults, LLC" in which Terra Firma was the grantor; and a July 23, 2020 Corrective Mineral Deed in which Terra Firma was the grantee. The foregoing was sufficient to raise the presumption of proper service. *Youngstown City Demolition* at ¶ 14 ("[w]here a notice is sent by registered mail, with a

return receipt requested, and thereafter a signed receipt is returned, a prima facie case is established of the fact of delivery of such notice to such address") (citation omitted).

{¶43} In support of the Motion to Vacate, Brindle attached his affidavit in which he averred that he did not sign or recognize the signature on the return receipt dated March 23, 2021. He further averred that between February 2018 and June 2020 he worked as an independent contractor for AMS at the Butler Street address: "my last day at the Butler Street office was June 17, 2020, at which time, I cleaned out my office, returned my keys, and was accompanied out of the building by Defendant Spitznagel."

{¶44} Lucas opposed vacating the default judgment by noting the following: 436 Butler Street was and continues to be the address of record for "Brindle's business," Terra Firma, as evidenced by the Pennsylvania Secretary of State website. In Brindle's *pro se* filings on June 16[3] and July 7, 2022[4], 436 Butler Street was represented as his business address.

{¶45} In addition to these arguments, the trial court took judicial notice of the fact that, in the *Gerritz* case, Brindle was served by certified mail on November 13, 2020, at 436 Butler Street and that service was not challenged in that case.

Brindle Failed to Rebut the Presumption of Valid Service

{¶46} On appeal, Brindle argues that the denial of his Motion to Vacate was in error on several grounds: the trial court did not hold a hearing on the motion; consideration of the *Gerritz* case and the *pro se* filings was improper; Brindle's affidavit was

3. On June 16, 2022, Brindle filed a Proposed Motion to Dismiss "Filed on behalf of Defendants American Mineral Solutions, and Michael R. Brindle[,] Senior Land Agent D/B/A Terra Firma Energy & Land[,] 436 Butler Street."
4. On July 17, 2022, Brindle filed a Memorandum in Support of Motion to Dismiss "Filed on behalf of Defendants TERRA FIRMA Energy & Land[,] 436 Butler Street[,] … D/B/A AMERICAN Mineral Solutions[,] Michael R. Brindle[,] Senior Land AGENT[,] 436 Butler Street."

uncontroverted; and the court's determination of Brindle's credibility was influenced by unfounded bias. None of these arguments are convincing.

{¶47} Initially, we observe that Brindle did not deny having an office at 436 Butler Street, but claims that it was vacated after June of 2020, and, therefore, after that date, service at the address was no longer reasonably calculated to apprise him of the pendency of the lawsuit. Accordingly, the fundamental issue is Brindle's credibility and the abuse of discretion standard applies.

{¶48} Brindle argues the trial court erred by not holding a hearing on the Motion to Vacate. It is the general rule that "where the affidavit [in support of vacating default judgment] is self-serving, the trial court must hold a hearing to determine whether the party asserting that he was not properly served was truthful in that allegation; failure to hold the hearing amounts to error." *Nationwide Mut. Fire Ins. Co. v. Barrett*, 2008-Ohio-6588, ¶ 13 (7th Dist.). However, the requirement for a hearing is not absolute and, in the present case, the trial court noted on the record that counsel for Brindle waived a hearing on the Motion to Vacate: "Brindle requested an oral hearing. However, as one result of the telephone status conference on April 15, 2024, Attorney Joel A. Holt, Brindle's counsel, withdrew that request."

{¶49} This Court has found, in comparable situations, that a trial court may rule on a motion to vacate default judgment without a hearing. *See Allstate Ins. Co. v. Wilburn*, 2022-Ohio-2026, ¶ 23 (7th Dist.) ("appellant specifically requested that the court not hold the scheduled hearing"); *Barrett* at ¶ 16 ("[o]nce Barrett requested a motion for continuance of the hearing, the determination of whether to vacate required a hearing or if it should have been granted are not the central issues anymore").

{¶50} As to bias, Brindle points out several instances where the trial court purportedly inferred or insinuated that he had actual notice of the pendency of action from the time of the initial attempt at service. Brindle also notes that the court made "no finding" with respect to these matters and that actual notice was "irrelevant" to whether service was proper. Thus, there is no overt evidence of real bias toward Brindle. Moreover, as demonstrated below, there was sufficient objective cause to question the credibility of Brindle's affidavit based on the record before the court without the imputation of bias as a motivating factor.

The Service Record in the* Gerritz *Case

{¶51} Brindle argues it was improper for the trial court to judicially notice the service record from the *Gerritz* case. We recognize that it is becoming widely accepted that courts may take judicial notice of court records that are verifiable through the court's or clerk of court's online docket. *See State v. Fraley*, 2026-Ohio-1964, ¶ 2, fn. 1 ("[w]e may take judicial notice of such online court records [verifiable through the Butler County clerk of court's online docket]"); *State ex rel. Curtis v. Turner*, 2024-Ohio-2682, ¶ 12 ("[t]he municipal-court docket is an online court record, which may be appropriate for judicial notice"); *In re M.L.-P.*, 2024-Ohio-5346, ¶ 22 (2d Dist.) ("[i]t is common practice for courts to take judicial notice of publicly accessible online court dockets") (citation omitted). *State ex rel. Everhart v. McIntosh*, 2007-Ohio-4798, cited by Brindle, is not to the contrary. *Everhart* acknowledges that there is authority for the proposition that courts may not take judicial notice of their own proceedings in other cases but also that courts take judicial notice of public court records available on the internet but does not endorse either position. *Id.* at ¶ 7-8.

{¶52} This Court "has adhered to the principle that a trial court may not take judicial notice of earlier proceedings, either in its own court or another court, except for proceedings in the immediate case under consideration." *Dombelek v. Ohio Bur. of Workers' Comp.*, 2003-Ohio-5151, ¶ 26 (7th Dist.). Although it is over twenty years old and diverges from the pronouncements of the Ohio Supreme Court in cases such as *Fraley* and *Curtis*, *Dombelek* remains the law of this district.

{¶53} Nonetheless, we do not find *Dombelek* controlling in the present case. In the first place, Brindle himself raised the issue of the *Gerritz* case and attached documents therefrom in his *pro se* filings. *See State v. Thomas*, 2009-Ohio-1032, ¶ 23 (7th Dist.) (finding that the court did not take improper notice of remission motions filed in other cases where "Appellant's counsel himself referred to the other remission hearings" and the court merely observed that such filings existed). One of the documents attached to the *pro se* filings was also attached to the Complaint without objection.

{¶54} Moreover, this Court stated that the rationale for the rule against taking notice "is that, if a trial court takes judicial notice of a prior proceeding, the appellate court cannot review whether the trial court correctly interpreted the prior case because the record of the prior case is not before the appellate court." (Citation omitted.) *Dombelek* at ¶ 26. This rationale has no application in the present case where the service record in the *Gerritz* case is as available to this Court as it was to the trial court as it is to anyone with internet access. *See* Evid.R. 201(B) ("[a] judicially noticed fact must be one not subject to reasonable dispute in that it is … capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned").

{¶55} Not only is the service record available from a publicly accessible and verifiable source, but the service record is not the sort of document that requires interpretation. The lower court noticed that, according to the court records in *Gerritz*, Brindle was served by certified mail at 436 Butler Street on November 13, 2020. There is no dispute that this is what the records reflect. It is not necessary to go further into the facts of the case.

{¶56} Lastly, the situation in *Dombelek* is materially distinguishable from the present case. In *Dombelek*, the trial court granted summary judgment against workers compensation claimants based on complaints filed in an unrelated case in another county. The complaints were used as substantive evidence in disposing of the claims based on the statute of limitations. Regardless of whether the complaints could be properly noticed, the decision in *Dombelek* rests on the fact that the complaints did not constitute valid evidence for summary judgment purposes: "Due to the fact that the Cuyahoga County complaints are not the type of evidentiary materials specifically listed in Civ.R. 56(C), were not incorporated by reference into an affidavit in either case, and because the lower courts were not entitled to take judicial notice of the complaints, we cannot consider the Cuyahoga County complaints as evidence in support of the Administrator's motions for summary judgment." *Dombelek* at ¶ 27.

{¶57} Brindle argues that, at most, the service record demonstrates that service was obtained in *Gerritz*, not that service at the Butler Street address was reasonably calculated to apprise him of the pendency of the lawsuit in the present case, *i.e.*, that he continued to maintain a "habitual, continuous or highly continual and repeated physical presence" there. *Continuum Transp. Servs., Ltd. v. Elite Internatl. Corp., LLC*, 2024-Ohio-

340, ¶ 19 (8th Dist.) ("service upon an individual that is sent to a usual place of business can comport with due process requirements because the party being served has a habitual, continuous, or highly continual and repeated physical presence at the business address").

{¶58} Brindle misinterprets the import of noticing service in the *Gerritz* case. The issue here is whether Brindle's affidavit was sufficient to rebut the presumption of proper service which is essentially a credibility determination. Brindle averred that he vacated the Butler Street office in June 2020. The fact that he was served in another lawsuit at Butler Street after June of 2020 undermines the credibility of the affidavit.

The Pro Se Filings

{¶59} Brindle also challenges reliance on the *pro se* filings on the grounds that they were not cited by the trial court in its ruling on the Motion to Vacate and that they were stricken from the record. We find neither contention compelling.

{¶60} Brindle claims that because the trial court did not discuss the *pro se* filings, this Court may not consider them: "appellate court[s] … do not take evidence or make factual findings," and "do not resolve the merits of factual disputes because that role is reserved for the trier of fact." *Pierce v. Workman*, 2023-Ohio-2022, ¶ 22 (3d Dist.).

{¶61} Brindle's argument is unavailing because the issue before this Court does not involve resolving the merits of a factual dispute. Rather, the issue is whether the trial court abused its discretion in deciding that Brindle failed to rebut the presumption of service. In reviewing this issue, we are not strictly bound by the court's reasons for reaching its decision. As long as the record before the lower court supports its decision, the court of appeals should affirm. Even where a motion to vacate was based on

erroneous reasons, the judgment was affirmed on the principle that "a reviewing court is not authorized to reverse a correct judgment merely because erroneous reasons were assigned as a basis thereof." *Aurora Loan Servs., L.L.C. v. Cart*, 2012-Ohio-5024, ¶ 20 (11th Dist.), quoting *State ex rel. Cassels v. Dayton City School Dist. Bd. of Edn.*, 1994-Ohio-92, ¶ 12. "It inexorably follows that if a reviewing court is not authorized to reverse an otherwise correct judgment because *erroneous* reasons were assigned as a basis of the decision, it is not authorized to reverse an otherwise correct judgment because *no* reasons were assigned as a basis of the decision." *Gunton Corp. v. Architectural Concepts*, 2008-Ohio-693, ¶ 10 (8th Dist.).

{¶62} In the present case, the trial court's reasons for denying the Motion were neither lacking nor erroneous, but simply failed to acknowledge everything in the record that it could have in support of its decision. "[W]hile an appellate court may decide an issue on grounds different from those determined by the trial court, the … basis upon which the court of appeals decides [the] issue must have been adduced before the trial court and have been made a part of the record thereof." *State v. Peagler*, 1996-Ohio-73, paragraph one of the syllabus. Here, the fact that Brindle used the Butler Street address in the June and July 2022 *pro se* filings was raised in Lucas's Memorandum Contra the Motion to Vacate. The trial court's failure to comment upon it does not preclude this court from doing so. *Patterson Tool & Supply Co. v. Kemper*, 125 Ohio St. 632 (1932) ("[u]pon examination of the entire record, we are unable to find that the trial court committed prejudicial error in overruling the motion to vacate").

{¶63} We now address Brindle's contention that, the *pro se* filings having been struck, they are not properly part of the record. Brindle cites *Roefer v. Riley*, 2025-Ohio-

272 (8th Dist.), for the proposition that "the consequence of striking a filing from the record is that it is no longer part of the record for purposes of appeal." *Id.* at ¶ 9, fn. 5. Since the stricken filings are no longer part of the record, they could not be considered by either the trial court or this Court. We disagree.

{¶64} The statement from the footnote in *Roefer*, which is neither controlling nor supported by citations to authority, overstates the effect of striking a filing. Generally, a document that has been stricken is deemed to be a nullity or a legal nullity, *i.e.*, without legal effect. *See Municipal Court of Toledo v. State*, 126 Ohio St. 103, 112 (1933) ("these orders of suspension of execution of the sentences were without authority in the first instance, and therefore void, and, being void, may be set aside at any time, or stricken from the record and treated as a nullity"); *State v. Boyle*, 2025-Ohio-860, ¶ 8 (2d Dist.) ("Black's Law Dictionary (12th ed. 2024) defines 'nullity' as 'something that is legally void[,]' [a]nd in turn, 'void' is described as having 'no legal effect'").

{¶65} If a stricken document were truly absent from the record of an appeal, an existential and not merely a legal nullity, the striking of a document could never be reviewed on appeal. In fact, such rulings are appealable, and stricken documents may serve as the basis for sanctions. *Compare State ex rel. Miami Valley Broadcasting Corp. v. Davis*, 2004-Ohio-3860, ¶ 17 ("[the public records law] prohibits a clerk of court from removing from a court file a pleading that is stricken from the record or an original pleading when a substitute pleading is filed in place of the original pleading, unless removal of the stricken or original pleading is permitted by law or by the appropriate records commission") (citation omitted).

{¶66} Although the *pro se* filings are without any legal effect, a court is not prevented from acknowledging that they were filed and that they were filed by "Michael R. Brindle[,] Senior Land AGENT[,] 436 Butler Street."

{¶67} As with the noticing of the service record in the *Gerritz* case, Brindle's use of the Butler Street address in the *pro se* filings is not an evidentiary finding or admission. It is simply a part of the record which could be considered in evaluating the credibility of Brindle's assertion that he was no longer associated with that address after June 2020.

{¶68} "Courts have held that when there is a self-serving affidavit asserting that the party did not receive the complaint even though there is evidence in the record that service was perfected in a manner in accordance with the civil rules, the trial court is not bound to accept the sworn statement, rather it is permitted to assess the credibility and competency of the evidence of non-service." *Ross*, 2010-Ohio-1310, at ¶ 17 (7th Dist.).

{¶69} In the present case, the assertions in Brindle's affidavit were controverted by the service record in the *Gerritz* case as well as by the *pro se* filings in the present case. We conclude that the trial court did not abuse its discretion in finding that the affidavit lacked credibility and denying the Motion to Vacate.

{¶70} The first assignment of error is without merit.

Second Assignment of Error: The Grant of Summary Judgment

{¶71} In the second assignment of error, Brindle and Terra Firma argue that the trial court erred by entering summary judgment against them, including damages, when Lucas did not move for summary judgment against them.

{¶72} In her Motion for Summary Judgment, Lucas moved "for summary judgment in her favor as to defendants Daniel Spitznagel, American Mineral Solutions, LLC, and

Gateway Royalty V, LLC." Neither Brindle nor Terra Firma were identified as parties to the Motion and no claim for liability or damages was raised against them.[5]

Summary Judgment May Not be Entered against a Non-party to the Proceeding

{¶73} "A party seeking summary judgment must specifically delineate the basis upon which summary judgment is sought in order to allow the opposing party a meaningful opportunity to respond." *Mitseff v. Wheeler*, 38 Ohio St.3d 112 (1988), syllabus. Such an opportunity is necessary to satisfy "the most rudimentary demands of due process of law." (Citation omitted.) *Peralta v. Hts. Med. Ctr., Inc.* 485 U.S. 80, 84 (1988); *In re GMS Mgt. Co., Inc. v. Unpaid Court Costs, Fees & Delinquencies*, 2010-Ohio-2203, ¶ 19 (7th Dist.) ("[p]rocedural due process ensures the opportunity to be heard after notice of a hearing before depriving a party of a property interest").

{¶74} It follows that a court may not *sua sponte* enter judgment against a non-party to summary judgment proceedings. *Marshall v. Aaron*, 15 Ohio St.3d 48, 51 (1984) ("[n]owhere is it intimated that a court may *sua sponte* enter summary judgment"); *Mid-Am. Fire & Cas. Co. v. Broughton*, 2003-Ohio-5305, ¶ 23 (7th Dist.) ("the trial court could not have granted summary judgment to Mid–American on those claims because Mid–American did not move for summary judgment on those claims").

{¶75} Accordingly, the grant of summary judgment against Brindle and Terra Firma must be reversed. With respect to liability, such reversal is of no practical effect

5. Brindle and Terra Firma argued in their brief as well as at oral argument that Lucas presented no evidence that Brindle actually forged the deeds in question or otherwise identify who did so. The issue is moot inasmuch as default judgment against Brindle and Terra Firma is being affirmed. Brindle is correct that the Complaint does not allege the identity of the person who wrote McFarland's name on the deeds. However, the relevant fact is that McFarland herself did not write her name and did not authorize anyone else to do so. Brindle's and Terra Firma's liability arises from their "premeditated intent to engage in a fraudulent scheme designed to surreptitiously divest [McFarland] from her Oil and Gas Rights" (in the words of the Complaint) by accepting and recording the forged deeds and, then, by issuing a check to McFarland to create the misleading impression of a legitimate transaction.

inasmuch as default judgment has been entered against them. With respect to damages, reversal is consequential in that the trial court awarded compensatory damages, punitive damages, and attorney fees against Brindle and Terra Firma based on the evidentiary materials submitted in support of summary judgment.

{¶76} The malice necessary to sustain an award of punitive damages was established by the entry of default judgment inasmuch as the Complaint alleged that Brindle and Terra Firma "acted with malice toward Plaintiff and in a willful, wanton, malicious, oppressive, gross, egregious, manner and with evidence of reckless disregard for the right[s], safety, and property of Plaintiff." *See Sky v. Van Der Westhuizen*, 2019-Ohio-1960, ¶ 92 (5th Dist.); *Whetstone v. Binner*, 2016-Ohio-1006, ¶ 21 ("there could be no dispute regarding McClellan's liability as alleged in the complaint because those allegations were deemed admitted when not denied in a responsive pleading," including "that these acts were committed with malice and were egregious").

The Hearing on Damages after the Entry of Default Judgment

{¶77} "If, in order to enable the court to enter judgment or to carry it into effect, it is necessary to take an account or to determine the amount of damages or to establish the truth of any averment by evidence or to make an investigation of any other matter, the court may conduct such hearings or order such references as it deems necessary and proper and shall when applicable accord a right of trial by jury to the parties." Civ.R. 55(A).

{¶78} This Court, along with most other appellate courts, has held that the decision to hold a hearing on damages after the entry of default is discretionary. *Barrett*, 2008-Ohio-6588, at ¶ 23 (7th Dist.); *D'Amico v. Zidian*, 2026-Ohio-47, ¶ 28 (7th Dist.).

{¶79} "A trial court lacks authority to award damages in the absence of evidence supporting the damage award." *Bishop v. Bishop*, 2025-Ohio-289, ¶ 39 (7th Dist.). "Where a damages claim is 'liquidated' or based on a readily ascertainable amount, such as an account, no additional proof is necessary." (Citations omitted.) *Id.* "A liquidated damages claim is one 'that can be determined with exactness from the agreement between the parties or by arithmetical process or by the application of definite rules of law.'" (Citations omitted.) *Id.*

{¶80} "A court commits reversible error if a judgment is not liquidated and it enters default judgment without holding a hearing." *D'Amico* at ¶ 30. "In such circumstances, '[b]efore a money judgment may be awarded, the plaintiff must establish evidence of the damages.'" (Citations omitted.) *Id.* Conversely, "where the damages were clearly set forth in the complaint and the motion for default judgment and were ascertainable, the trial court [does] not abuse its discretion when it did not hold a hearing prior to granting default judgment and awarding the damages sought in the complaint." *Barrett* at ¶ 26.

Compensatory Damages

{¶81} The trial court awarded compensatory damages, jointly and severally, against Gateway, Terra Firma, and Brindle, in the amount of $628,860.30 pursuant to the Motion for Summary Judgment filed by Lucas and the affidavits of Ascent Supervisor, Matthew Reser, and Gateway Vice President, Blaine Grace. This amount represented royalty payments either paid to Gateway or held in suspense by the lessees and cannot be considered liquidated damages.

{¶82} Although the evidence was not contested and was sufficient to establish the amount of compensatory damages as a matter of law, Brindle and Terra Firma cannot be

held liable for this amount as summary judgment was not directed against them and they did not participate in the proceedings. *Compare Archacki v. Greater Cleveland Regional Transit Auth.*, 8 Ohio St.3d 13, 15 (1983) ("[w]e are satisfied that the court of appeals committed no error in reversing the summary judgment entered by the trial court because RTA did not have a meaningful opportunity to present a defense"). Thus, the damage award of $628,860.30 is reversed with respect to Brindle and Terra Firma.

Punitive Damages

{¶83} The trial court awarded punitive damages, jointly and severally, against Gateway, Terra Firma, and Brindle, in the amount of $1,886,580.90, representing "three times the amount of actual damages." As noted above, Lucas's entitlement to punitive damages against Brindle and Terra Firma was established by the default judgment.

{¶84} Given the reversal of the compensatory damage award against Brindle and Terra Firma, however, the award of punitive damages must also be reversed. Moreover, punitive damages are not liquidated damages and so a hearing would be required for their determination. *See Whetstone*, 2016-Ohio-1006, at ¶ 20 ("an award of punitive damages is not automatic" and "[e]ven when a plaintiff can establish entitlement to punitive damages, whether to impose punitive damages, and in what amount, is left to the trier of fact").

Attorney Fees and Costs

{¶85} The trial court awarded attorney fees and costs, jointly and severally, against Gateway, Terra Firma, and Brindle, in the amount of $262,928.08, representing "$238,328.60 for attorney fees, plus expenses in the amount of $24,599.48, plus court costs." In Ohio, attorney fees may be recovered when punitive damages are awarded

although the attorney fees are deemed part of the compensatory damages. *Cruz v. English Nanny & Governess School*, 2022-Ohio-3586, ¶ 37-38.

{¶86} In the present case, attorney fees were not determined as part of the summary judgment proceedings, but at a separate hearing held for the purpose of making that determination. Brindle and Terra Firma received notice of the hearing and were afforded the opportunity to participate.

{¶87} The only issue Brindle and Terra Firma raise with respect to the award of attorney fees is that the trial court determined the amount of fees to be $238,328.60 whereas the testimony presented at the hearing claimed attorney fees in the amount of $238,140.70, a difference of $187.90. Brindle and Terra Firma argue that, "[t]o the extent this increase is explained by the inclusion of additional fees arising after the hearing, it is improper for the Trial Court to roll them into the Second MSJ Order without notice or hearing." Brief of Defendants-Appellants at 31. The discrepancy, however, is explained in the hearing transcript.

{¶88} At the October 20, 2025 hearing on attorney fees and costs, counsel for Lucas testified that the fees and costs incurred over the course of the litigation were $238,140.70. This amount was reduced by $15,729.00 for unrelated fees that arose from proceedings for sanctions against Gateway and its attorney yielding $222,411.70. Fees in the amount of $1,750.90 relating to the retention of a probate attorney were testified to at the hearing. On November 4, 2025, counsel for Lucas filed a supplemental affidavit attesting to fees incurred between October 11 and October 31, 2025, in the amount of $14,166.00. These adjustments yield a net amount of $238,328.60 as reflected in the Final Appealable Order.

{¶89} Nor do we find anything improper about the trial court's including the attorney fees attested by the supplemental affidavit. Brindle and Terra Firma raised no objection to the affidavit on either procedural or substantive grounds. They do not cite and this Court is not aware of "any case law or rule that expressly prohibits a party from making a request for attorney fees in a post-hearing brief." *Metron Nutraceuticals, L.L.C. v. Thomas*, 2022-Ohio-79, ¶ 33 (8th Dist.). Moreover, "[u]nless the attorney fees are sought as a sanction for frivolous conduct pursuant to R.C. 2323.51 (regarding frivolous conduct in civil actions), an evidentiary hearing is not required." *Id.*

{¶90} The second assignment of error is with merit to the extent indicated above.

Third and Fourth Assignments of Error: the Final Appealable Order

{¶91} In the third and fourth assignments of error, Brindle and Terra Firma argue the trial court erred by creating the February 12, 2026 Final Appealable Judgment and Journal Entry by incorporating all prior final orders and by altering those final with respect to their findings of fact and conclusions of law.

{¶92} In the course of these proceedings, the trial court issued a number of Entries disposing of discrete portions of the case. What follows is a list of the principal Entries relating to Brindle and Terra Firma:

> On July 25, 2022, the trial court issued a Judgment Journal Entry granting default judgment against Brindle and Terra Firma with the statement that "[t]he Court will schedule a hearing on Plaintiff's damages when requested by Plaintiff."
>
> On May 16, 2024, the trial court issued a Docket and Journal Entry granting Lucas's Motion for Summary Judgment and rendering judgment against various defendants, including Brindle and Terra Firma, and ordering plaintiff's counsel to submit proposed findings of fact, conclusions of law, and damages.
>
> On December 3, 2024, the trial court issued a Journal Entry dismissing Brindle and Terra Firma's crossclaims against Miller and

> a Judgment Entry dismissing their crossclaims against Spitznagel and AMS.
>
> On March 5, 2025, the trial court issued a Journal Judgment Entry Granting Plaintiff's Motion for Summary Judgment and including Findings of Fact and Conclusions of Law. The Entry recognizes that default judgment has been entered against Brindle and Terra Firma. Compensatory and punitive damages are awarded.
>
> On October 21, 2025, a Docket and Journal Entry is issued confirming an award of attorney fees without specifying the amount.
>
> On February 12, 2026, the Final Appealable Judgment and Journal Entry is issued, "incorporating this Court's prior decisions and Journal Entries, the Agreed Entries of the parties, and notices of dismissal of certain parties and claims." Findings of fact and conclusions of law are restated with modifications from the prior decisions. The award of attorney fees is stated along with the prior awards of compensatory and punitive damages.

{¶93} Brindle and Terra Firma insist that the March 5, 2025 Entry containing Findings of Fact and Conclusions of Law was the final order although it was not appealable until attorney fees were determined. Nevertheless, as a valid final order it was unnecessary and improper to issue the February 12, 2026 Final Appealable Entry. In addition, Brindle and Terra Firma identify several instances where the Final Appealable Entry "substantially altered and modified the Trial Court's prior final Orders."

The Trial Court May Revise Non-Final Orders

{¶94} The trial court committed no error. The Civil Rules provide:

> When more than one claim for relief is presented in an action whether as a claim, counterclaim, cross-claim, or third-party claim, and whether arising out of the same or separate transactions, or when multiple parties are involved, the court may enter final judgment as to one or more but fewer than all of the claims or parties only upon an express determination that there is no just reason for delay. In the absence of a determination that there is no just reason for delay, any order or other form of decision, however designated, which adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties, shall not terminate the action as

> to any of the claims or parties, and the order or other form of decision is subject to revision at any time before the entry of judgment adjudicating all the claims and the rights and liabilities of all the parties.

Civ.R. 54(B).

{¶95} The March 5, 2025 Entry was the subject of two appeals, both of which were dismissed for lack of a final order. *See* the June 13, 2025 Judgment Entries dismissing *Lucas v. Brindle*, Belmont App. No. 25BE0014, and *Lucas v. Brindle*, Belmont App. No. 25BE0017.

{¶96} The unmistakable import of the foregoing is that the March 5, 2025 Entry, which adjudicated fewer than all the claims and did not contain a determination that there was no just reason for delay, was subject to revision at any time before the February 12, 2026 Entry which did finally adjudicate all pending claims. *See State ex rel. Technical Constr. Specialties, Inc. v. DeWeese*, 2018-Ohio-5082, ¶ 14 (trial court was authorized to revise non-final summary judgment orders).

{¶97} The third and fourth assignments of error are without merit.

Fifth Assignment of Error: Dismissal of the Crossclaims

{¶98} In the fifth and final assignment of error, Brindle and Terra Firma argue that the dismissal of their crossclaims against AMS, Spitznagel, and Miller was in error. Brindle and Terra Firma acknowledge that this argument is contingent upon the reversal of default judgment. As the entry of default judgment is being affirmed, the dismissal of the crossclaims was proper.

{¶99} The fifth assignment of error is without merit.

{¶100} For the foregoing reasons, the judgment of the Belmont County Court of Common Pleas, entering judgment in favor of Lucas against Brindle and Terra Firma is

affirmed in part, reversed in part, and remanded for further proceedings consistent with this Opinion. Costs to be taxed between the parties equally.

J. Eklund, J., Eleventh District Court of Appeals, sitting by assignment, concurs.

E. Lucci, J., Eleventh District Court of Appeals, sitting by assignment, concurs.

Affirmed in part, Reversed in part, and Remanded

For the reasons stated in the Opinion rendered herein, assignment of error two is sustained to the extent indicated in the Opinion and it is the final judgment and order of this Court that the judgment of the Court of Common Pleas of Belmont County, Ohio, is affirmed in part and reversed in part. We hereby remand this matter to the trial court for further proceedings according to law and consistent with this Court's Opinion. Costs to be taxed between the parties equally.

A certified copy of this opinion and judgment entry shall constitute the mandate in this case pursuant to Rule 27 of the Rules of Appellate Procedure. It is ordered that a certified copy be sent by the clerk to the trial court to carry this judgment into execution.

_____

JUDGE SCOTT LYNCH,
ELEVENTH DISTRICT COURT OF APPEALS,
SITTING BY ASSIGNMENT

_____

JUDGE JOHN J. EKLUND
ELEVENTH DISTRICT COURT OF APPEALS,
SITTING BY ASSIGNMENT
concurs

_____

JUDGE EUGENE A. LUCCI
ELEVENTH DISTRICT COURT OF APPEALS,
SITTING BY ASSIGNMENT
concurs

NOTICE OF COUNSEL

Pursuant to App.R. 22 and 27, this document constitutes a final judgment entry and the time period for further appeal commences from the date of filing with the Clerk.