

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

METAL INTERESTS, LTD.,	:	APPEAL NO. C-240375
Plaintiff-Appellant,	:	TRIAL NO. A-1701910
vs.	:	
INTERESTING INVESTMENTS, LLC,	:	<i>JUDGMENT ENTRY</i>
and	:	
WILLIAM GLICK,	:	
Defendants-Appellees.	:	

This court sua sponte removes this cause from the regular calendar and places it on the court’s accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); Loc.R. 11.1.

On April 24, 2024, Interesting Investments, LLC, (“Tenant”) filed a “renewed motion for contempt and release of supersedeas bond,” alleging that Metal Interests, LTD., (“Landlord”) had not yet performed a term of the parties’ lease agreement. On May 7, 2024, Landlord filed its reply. On May 31, the court held a hearing on the matter, at which only Tenant appeared. Later that day, the court entered judgment for Tenant.

Counsel for Landlord moved for the trial court to set aside its entry, stating that it was not provided notice of the hearing, and that at the time of the hearing, he was on a plane. Tenant’s brief in opposition asserted Landlord had notice, and attached a scheduling email from the court, requesting the parties provide availability for a

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hearing. However, no correspondence was attached evidencing that the parties agreed or that the court scheduled a hearing date. The court denied Landlord's motion.

On appeal, Landlord raises one assignment of error, asserting two issues, that the Landlord was never afforded notice of the hearing and thereby its due-process rights were violated, and that the court's judgment was against the manifest weight of the evidence.

Notice is a core component of a litigant's due-process rights.

An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice 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.

In re S.D., 2023-Ohio-1645, ¶ 18 (1st Dist.), quoting *In re Thompkins*, 2007-Ohio-5238, ¶ 13, quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

Upon review of the trial court's docket and journal entries, it is unclear what form of notice was used to inform parties of the May 31st hearing. No entry from the court evidenced a hearing was to be held on that date, nor does any entry show that notice was circulated to the parties. It is unclear how Tenant was made aware of the hearing. Further, no evidence in the record demonstrates that Landlord waived notice. The trial court's failure to afford Landlord notice violated Landlord's due-process rights.

Landlord's sole assignment of error is therefore sustained in so far as it challenges the trial court's failure to give it notice of the May 31st hearing. Our disposition of this issue renders further analysis of Landlord's manifest-weight

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challenge moot. The judgment of the trial court is therefore reversed, and the cause is remanded for further proceedings consistent with this judgment entry.

The court further orders that 1) a copy of this Judgment constitutes the mandate, 2) the mandate be sent to the trial court for execution under App.R. 27, and 3) costs shall be taxed under App.R. 24.

ZAYAS, P.J., BOCK and MOORE, JJ.

To the clerk:

Enter upon the journal of the court on 4/11/2025 per order of the court.

By: 
Administrative Judge