

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

NAOMI WASHINGTON,	:	APPEAL NO.	C-250446
	:	TRIAL NO.	A-2402481
Plaintiff-Appellant,	:		
vs.	:		
	:		<i>JUDGMENT ENTRY</i>
CITY OF CINCINNATI,	:		
Defendant-Appellee.	:		

NESTOR, Judge.

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.

Plaintiff-appellant Naomi Washington filed a complaint against “Greater Cincinnati Water” alleging breach of contract. The complaint alleged that the defendant failed to fix an issue related to her water service, which caused her water bill to be unnaturally high. The City of Cincinnati¹ (“the City”) filed an answer and a counterclaim against Washington for unpaid utility bills.

¹ The City argues that because “Greater Cincinnati Water Works” is a department within the City, it is not sui juris and lacks the capacity to be sued. *City of Cincinnati v. City of Harrison*, 2010-Ohio-3430, ¶ 2 (1st Dist.); *Love v. Hamilton Cty. Job & Family Servs.*, 2025-Ohio-2498, ¶ 17 (1st Dist.). The City contends that Washington’s failure to name the proper party in her complaint deprived the court of subject matter jurisdiction. While the City is correct that Washington failed to name the proper party, the City did not preserve the defense as required by Civ.R. 9. *See Ohnstad v. Bruce & Mary Ann Erickson Found.*, 2026-Ohio-810, ¶ 52. Further, a party’s failure to name the proper party does not go to the issue of subject matter jurisdiction. *Eichenberger v. Woodlands Assisted Living Residence, LLC*, 2013-Ohio-4057, ¶ 15 (10th Dist.).

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After a plethora of motions, the trial court dismissed Washington’s complaint on May 7, 2025. Then, in a separate order on July 17, 2025, the trial court granted summary judgment to the City on its counterclaim.

Washington appeals, bringing assignments of error related to the trial court’s dismissal of her complaint. However, she attached the trial court’s July 17, 2025 grant of summary judgment on the City’s counterclaim to her notice of appeal, designating that order as the order appealed from.

Because Washington attached the wrong order to her notice of appeal, this court is without jurisdiction to reach the merits of her appeal. App.R. 3(D) mandates that a notice of appeal must “designate the judgment, order or part thereof appealed from[.]” “[A]ssignments of error must relate to the judgment that is the subject of the notice of appeal.” *Fredette v. Rion, Rion & Rion*, 2018-Ohio-1725, ¶ 5 (2d Dist.), quoting *State v. Thompkins*, 2007-Ohio-4315, ¶ 7 (10th Dist.). If a party fails to attach the correct judgment to its notice of appeal, appellate courts are without jurisdiction to consider their assignments of error. *Fredette* at ¶ 6; see *State v. Jones*, 2025-Ohio-3095, ¶ 34-35 (1st Dist.); *Jenkins v. Hill*, 2015-Ohio-118, ¶ 8 (4th Dist.).

It is true that prior interlocutory orders merge into a final judgment. *Fredette* at ¶ 5. An appeal from a final judgment generally includes prior interlocutory orders. *Id.* But the problem here is that the trial court’s May 7, 2025 order dismissing Washington’s claim was not interlocutory, because it contains a Civ.R. 54(B) certification that the order is “a final appealable order and there is no just reason for delay.” Therefore, because this order was final on its own, it did not merge into the trial court’s later order granting summary judgment on the City’s counterclaim. See *id.* at ¶ 6. Washington’s assignments of error challenge the trial court’s May 7, 2025 order, which was the proper order to be appealed from.

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Accordingly, the appeal is dismissed for lack of jurisdiction.

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.

CROUSE, P.J., and **MOORE, J.**, concur.

To the clerk:

Enter upon the journal of the court on 4/1/2026 per order of the court.

By:  _____
Administrative Judge