

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

CLAUDIA HARROD,	:	APPEAL NO. C-090693
	:	TRIAL NO. 09CV-04728
Plaintiff-Appellant,	:	
	:	<i>JUDGMENT ENTRY.</i>
vs.	:	
DOUG OPPENHEIMER	:	
	:	
and	:	
ANN OPPENHEIMER,	:	
	:	
Defendants-Appellees.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court.<sup>1</sup>

Plaintiff-appellant, Claudia Harrod, appeals a judgment of the small claims division of the Hamilton County Municipal Court. We hold that her appeal is moot, and we have no choice but to dismiss it.

Harrod, a landlord, filed a complaint against defendants-appellees, Doug and Ann Oppenheimer, her former tenants. She alleged that they had caused damage to the leased property and sought damages of \$3,000. Neither party requested a transfer of the case to the regular docket of the municipal court. Therefore, a magistrate held a trial in the small claims division.

After hearing the evidence, the magistrate found that most of the alleged damage was normal wear and tear or was attributable to Harrod. In his decision, the magistrate recommended that Harrod be awarded \$100 in damages.

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<sup>1</sup> See S.Ct.R.Rep.Op. 3(A), App.R. 11.1(E), and Loc.R. 12.

Subsequently, the Oppenheimers' counsel presented Harrod with a check for \$153, which was for the damages of \$100 plus costs. A satisfaction of judgment signed by both Harrod's and the Oppenheimers' attorneys was journalized. It specifically stated that the Oppenheimers had paid Harrod \$153. It went on to state that "[t]his certifies that payment was made in full and that judgment herein is satisfied. This matter being settled in full."

Harrod did not cash the check. Acting without counsel, she ordered a transcript of the hearing before the magistrate and filed a motion to file objections out of time. The court later granted her motion, allowed her to file objections, and held a hearing on her objections.

Later, the court overruled Harrod's objections. It stated, "It is a well[-] established principle in Ohio that a Satisfaction of Judgment ends the controversy where the court rendering the judgment had jurisdiction and the judgment is voluntarily paid unless fraud is demonstrated." This appeal followed.

In her sole assignment of error, Harrod contends that the trial court erred in overruling her objections to the magistrate's decision. She contends that the signing of the magistrate's decision and the satisfaction of judgment did not bar her from seeking review by the municipal-court judge. While she is partially correct, ultimately we must dismiss the appeal.

We agree with Harrod that a magistrate's decision is not a final order until the court adopts it.<sup>2</sup> We also agree that she had a right to file timely objections and that signing the magistrate's decision did not affect that right.<sup>3</sup> But the municipal court

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<sup>2</sup> Civ.R. 53(D)(4); *Chan v. TASR*, 1st Dist. No. C-070275, 2008-Ohio-1439.

<sup>3</sup> Civ.R. 53(D)(3)(b); *Chan*, supra.

did not hold that the signing of the magistrate's decision prevented her from seeking review. To the contrary, the court allowed her to file her objections out of time.

The problem in this case is that Harrod's counsel signed the satisfaction of judgment, which poses a completely separate issue from whether she could object to the magistrate's decision. Though she contends that she always intended to challenge the magistrate's decision, her counsel, on her behalf, signed the satisfaction of judgment, which stated that the amount due under the judgment was paid in full. Where an attorney enters into an agreed entry on behalf of a client, the terms of the entry are binding on the client.<sup>4</sup>

A satisfaction of judgment renders an appeal from that judgment moot. Where the court rendering judgment has subject-matter jurisdiction, where no fraud has occurred, and where the judgment is voluntarily paid and satisfied, the payment puts an end to the controversy and takes away the right to appeal.<sup>5</sup>

Harrod does not argue that her attorney was not authorized to sign the satisfaction of judgment on her behalf or that she agreed to it involuntarily.<sup>6</sup> She simply contends that she always intended to appeal the magistrate's decision and that the satisfaction of judgment was a formality akin to her signature acknowledging the magistrate's decision. The law clearly says otherwise.

We would not reach a different result even if she had contended that her acquiescence in the satisfaction of judgment was involuntary. This court has

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<sup>4</sup> *Doan v. Doan* (Aug. 15, 1997), 1st Dist. No. C-960932.

<sup>5</sup> *Blodgett v. Blodgett* (1990), 49 Ohio St.3d 243, 551 N.E.2d 1249; *Wiest v. Wiegele*, 170 Ohio App.3d 700, 2006-Ohio-5348, 868 N.E.2d 1040; *Fifth Third Bank v. Wallace Group, Inc.* (Nov. 3, 1994), 1st Dist. No. C-930699.

<sup>6</sup> See *Doan*, supra; *Fifth Third*, supra.

repeatedly held that a party acts voluntarily in satisfying a judgment when that party fails to seek a stay of the trial court's judgment.<sup>7</sup>

Once Harrod's counsel signed the satisfaction of judgment, the case was over, and no further proceedings were possible. This appeal is moot, and we, therefore, dismiss it.<sup>8</sup>

A certified copy of this judgment entry is the mandate, which shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

**SUNDERMANN, P.J., HENDON and DINKELACKER, JJ.**

*To the Clerk:*

Enter upon the Journal of the Court on July 14, 2010

per order of the Court \_\_\_\_\_.  
Presiding Judge

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<sup>7</sup> *Wiest, supra; Fifth Third, supra.*

<sup>8</sup> *Wiest, supra; Kogler v. Daniel Bros. Fuel Co., 11th Dist. No. 2002-L-122, 2003-Ohio-6774.*