

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

HSBC BANK,	:	APPEAL NOS. C-100346
		C-100383
Plaintiff-Appellee,	:	TRIAL NO. 10CV-00263
vs.	:	
REGINA SHIELDS,	:	
Defendant-Appellant,	:	<i>JUDGMENT ENTRY.</i>
and	:	
FRED GERMANY et al.,	:	
Defendants.	:	

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

Defendant-appellant Regina Shields, a tenant in a residential property that plaintiff-appellee HSBC Bank had purchased at a sheriff's sale, appeals from the trial court's judgment enforcing the terms of an agreed entry between Shields and HSBC Bank in which Shields had voluntarily agreed that she could be evicted from the property if she was unable to purchase the property within a specified time period.

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

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The agreement further provided that “no appeals [could] be taken from the agreed entry.”

Shields has raised two assignments of error challenging the trial court’s judgment. We decline, however, to address the merits of her assignments of error based upon Shields’s knowing and voluntary waiver of her appeal rights in the agreed entry.<sup>2</sup> As a result, we dismiss her appeal.

A certified copy of this judgment entry shall constitute 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 CUNNINGHAM, JJ.**

To the Clerk:

Enter upon the Journal of the Court on July 27, 2011

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

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<sup>2</sup> See *The Washington Nursing Home v. Ohio Dept. of Human Services* (June 14, 2001), 10th Dist. No. 00AP-939 (summarizing the relevant case law and noting that “Ohio courts have long held that agreements between parties waiving the right to appeal a given issue are valid and binding”).