

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

PE ADVENT III REALTY LLC,	:	APPEAL NOS. C-180658
		C-180672
PE ALMS HILL REALTY LLC,	:	C-180674
		TRIAL NO. A-1606033
PE REIDS VALLEY VIEW REALTY LLC,	:	
	:	<i>JUDGMENT ENTRY.</i>
PE SHELTON GARDENS REALTY LLC,	:	
PE GEORGIA MORRIS REALTY LLC,	:	
PE FOUNDERS HOME REALTY LLC,	:	
PE BURTON REALTY LLC,	:	
PE ENTOWNE MANOR REALTY LLC,	:	
PE ST. CLAIR MANOR REALTY LLC,	:	
PE JACON REALTY LLC,	:	
and	:	
PE LIMA CLUB WEST REALTY LLC,	:	
Plaintiffs-Appellees,	:	
vs.	:	
DOWNTOWN PROPERTY MANAGEMENT, INC.,	:	
	:	
DOWNTOWN PROPERTY MANAGEMENT I, LLC,	:	
HARI RAMINENI,	:	
BRAHMAN RAMINENI,	:	
DHARMA RAMINENI,	:	
VEDA RAMINENI,	:	

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DEREK KINNEAR, :
and :
CRAWFORD HOYING REAL ESTATE :
SERVICES, LLC, :
Defendants-Appellants. :

We consider these appeals on the accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Plaintiffs-appellees PE Advent III Realty LLC, PE Alms Hill Realty LLC, PE Reids Valley View Realty LLC, PE Shelton Gardens Realty LLC, PE Georgia Morris Realty LLC, PE Founders Home Realty LLC, PE Burton Realty LLC, PE Entowne Manor Realty LLC, PE St. Clair Manor Realty LLC, PE Jacon Realty LLC, and PE Lima Club West Realty LLC (hereinafter “the PE LLCs”) were companies whose businesses “own[ed] and operate[d] various ‘HUD Properties’ across the United States.” Defendant-appellant Crawford Hoying Real Estate Services, LLC, (hereinafter “Hoying”) operates a company that brokers the purchase of real estate. Defendants-appellants Downtown Property Management, Inc., Downtown Property Management I, LLC, Hari Ramineni, Brahman Ramineni, Dharma Ramineni, and Veda Ramineni (hereinafter “DPM”) sold 11 properties in a group to various PE LLCs, having created a separate LLC for each transaction. Defendant-appellant Derek Kinnear was the real estate broker for DPM. The sale resulted in litigation, but that matter was subsequently dismissed after the parties agreed to a settlement. A second complaint was later filed by the PE LLCs, which they claimed concerned matters that did not fall within the terms of the settlement agreement.

DPM filed a motion to dismiss the complaint, arguing that the claims made in the underlying litigation were resolved in the previous settlement. Hoying filed a motion for judgment on the pleadings, making the same claim. Kinnear joined in

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Hoying's motion. Both sought, in the alternative, to have the matter stayed while the cause was referred to arbitration. The trial court denied the motions to dismiss and for judgment on the pleadings, but it granted the alternative motion to stay the matter pending arbitration. DPM, Hoying, and Kinnear separately appealed the denials of the motions to dismiss and for judgment on the pleadings. The three appeals have been consolidated.

In one assignment of error, DPM claims that the trial court erred when it granted the stay without determining whether the settlement released DPM from liability. In one assignment of error, Hoying—joined by Kinnear—argues that the trial court erred when it denied their motion for a judgment on the pleadings.

The denial of a motion to dismiss is not a final, appealable order. *See Lonigro v. Lonigro*, 55 Ohio App.3d 30, 31, 561 N.E.2d 573 (2d Dist.1989). “A motion for judgment on the pleadings is the same as a motion to dismiss filed after the pleadings are closed.” *Accelerated Sys. Integration v. Hausser & Taylor, LLP*, 8th Dist. Cuyahoga No. 88207, 2007-Ohio-2113, ¶ 33. DPM tried to circumvent this rule by arguing instead that it was improper for the trial court to refer the matter to arbitration “before deciding the gateway issue of whether the settlement agreement released the defendants from liability.” But this is just another way of arguing that the trial court should have granted their motion to dismiss. This court lacks jurisdiction to consider these three appeals, and they are hereby dismissed.

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.

MOCK, P.J., CROUSE and WINKLER, JJ.

To the clerk:

Enter upon the journal of the court on January 17, 2020
per order of the court _____.
Presiding Judge