

OHIO COURT OF APPEALS, NINTH JUDICIAL DISTRICT

Hilliard Lending, L.L.C. v. H-9, L.L.C.

2026-Ohio-1907 · No. 24CA012168 · Decided May 26, 2026

SUMMARY

The Ohio Ninth District Court of Appeals affirmed a Lorain County Court of Common Pleas judgment entered on a cognovit promissory note against H-9, LLC and Hilliard Partnership, LLC. The court held that reconsideration under Civ.R. 54(B) was properly denied because the asserted defenses were insufficiently supported, and that Civ.R. 60(B) relief and an evidentiary hearing were unavailable because the motion was filed before entry of a final judgment.

CASE DETAILS

COURT	Ohio Court of Appeals, Ninth Judicial District
WRITING FOR THE COURT	Jill Flagg Lanzinger; Carr, P.J.; Sutton, J.
JURISDICTION	Ohio Court of Appeals, Ninth Judicial District
DECIDED	May 26, 2026
DOCKET	24CA012168
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from the Lorain County Court of Common Pleas's denial of appellants' motion for reconsideration and alternative motion for relief from a cognovit judgment under Civ.R. 60(B).
STANDARD OF REVIEW	Abuse of discretion. A trial court's ruling on a motion for reconsideration or Civ.R. 60(B) relief will not be disturbed absent an attitude that is unreasonable, arbitrary, or unconscionable.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	H-9, L.L.C., Hilliard Partnership, L.L.C. v. Hilliard Lending, L.L.C.

TOPICS

- motion for reconsideration
- standard of review
- appellate procedure
- commercial litigation
- contracts

PRACTICE AREAS

- civil procedure
- appellate procedure
- commercial litigation
- contracts

QUESTIONS PRESENTED

1. Whether the trial court abused its discretion by denying appellants' Civ.R. 54(B) motion for reconsideration of the nonfinal cognovit judgment.
2. Whether the trial court abused its discretion by denying appellants' alternative Civ.R. 60(B) motion for relief from judgment.
3. Whether the trial court was required to hold an evidentiary hearing on the Civ.R. 60(B) motion.

HOLDINGS

1. The trial court did not abuse its discretion in denying the motion for reconsideration because appellants did not adequately demonstrate a meritorious defense to the cognovit judgment.
2. Civ.R. 60(B) was not a proper procedural mechanism for seeking relief from the March 24, 2023 order because that order was not a final judgment when appellants filed their motion.
3. The trial court was not required to hold an evidentiary hearing because the Civ.R. 60(B) motion was not properly before the court.

KEY QUOTATIONS

“A cognovit promissory note is a special type of commercial paper by which a debtor authorizes a creditor, in the event of the debtor’s default on his payment obligation, to obtain an immediate judgment against him without prior notice or an opportunity to be heard.” (¶ 11)

“Civ.R. 60(B) is not a proper procedural mechanism for relief where the underlying order is not itself a final judgment.” (¶ 22)

FACTUAL BACKGROUND

Hilliard Lending sued H-9 and Hilliard Partnership on a cognovit promissory note and guaranty, alleging breach of a senior development loan agreement and related instruments. An attorney answered and confessed judgment for the defendants, and the trial court entered judgment for \$1.7 million in principal, accrued interest, future interest, attorney fees, and costs. The defendants later asserted that they had meritorious defenses, including disputes concerning the amount owed, alleged failure to make additional draws, nondefault, and waiver, but relied primarily on pleadings from separate litigation without explaining how those matters affected the cognovit judgment.

PROCEDURAL HISTORY

Hilliard Lending obtained a cognovit judgment against H-9 and Hilliard Partnership for principal, interest, attorney fees, and costs. The defendants moved for reconsideration under Civ.R. 54(B) or, alternatively, relief from judgment under Civ.R. 60(B), asserting meritorious defenses. The trial court denied the motion, later entered final judgment after Hilliard Lending waived its attorney-fee claim, and the defendants appealed. The Ninth District affirmed.

DISPOSITION

affirmed

CASES CITED

- Sutton Bank v. Progressive Polymers, L.L.C., 2020-Ohio-5101, ¶ 12
- D.H. Overmyer Co., Inc. v. Frick Co., 405 U.S. 174, 176 (1972)
- Sky Bank v. Colley, 2008-Ohio-1217, ¶ 7 (10th Dist.)
- Praetorium Secured Fund I, L.P. v. Keehan Tennessee Invests., L.L.C., 2016-Ohio-8391, ¶¶ 9, 12 (9th Dist.)
- Masters Tuxedo Charleston, Inc. v. Krainock, 2002-Ohio-5235, ¶ 6 (7th Dist.)
- Cook Family Invests. v. Billings, 2009-Ohio-73, ¶ 8 (9th Dist.)
- Waldman Fin. v. Digital Color Imaging, Inc., 2006-Ohio-4077, ¶ 9 (9th Dist.)
- Yoder v. Blake, 2012-Ohio-861, ¶¶ 13-14 (9th Dist.)
- Spano Bros. Constr. Co., Inc. v. Adolph Johnson & Son Co., 2007-Ohio-1427, ¶ 21
- Blakemore v. Blakemore, 5 Ohio St.3d 217, 219 (1983)
- Pons v. Ohio State Med. Bd., 66 Ohio St.3d 619, 621 (1993)
- IBEW, Local Union No. 8 v. Vaughn Industries, L.L.C., 2007-Ohio-6439, paragraph two of the syllabus
- Hack v. Keller, 2015-Ohio-4128, ¶¶ 10, 15 (9th Dist.)
- First Natl. Bank of Pandora v. Freed, 2004-Ohio-3554, ¶ 9 (3d Dist.)