

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

ALMA WESTFALL, *et al.*,

Plaintiffs,

v.

IRONTON METROPOLITAN HOUSING  
AUTHORITY, *et al.*,

Defendants.

Case No. 1:12-cv-866

Judge Timothy S. Black

**ORDER GRANTING DEFENDANT IRONTON METROPOLITAN  
HOUSING AUTHORITY'S MOTION TO STRIKE  
PLAINTIFF'S PRAYER FOR PRE-JUDGMENT INTEREST (Doc. 7)**

This civil action is before the Court on Defendant Ironton Metropolitan Housing Authority ("IMHA")'s Motion to Strike Plaintiff's Prayer for Pre-Judgment Interest (Doc. 7) and the parties' responsive memoranda (Docs. 13 and 16).

Under Ohio Revised Code §1343.03(C)(1) pre-judgment interest is allowed when:

Upon motion of any party . . . , the court determines at a hearing held subsequent to the verdict or decision in the civil action that the party required to pay the money failed to make a good faith effort to settle the case and that the party to whom the money is to be paid did not fail to make a good faith effort to settle the case. (Emphasis supplied)

Here, of course, this case is just commencing and no verdict nor decision has yet been achieved. Plaintiff's prayer for prejudgment interest is premature and is only properly presented as a motion subsequent to verdict or decision.

Consequently, pursuant to Fed. R. Civ. P. 12(f), the Court **STRIKES** Plaintiffs' prayer for pre-judgment interest against all Defendants, without prejudice to renewal, after verdict or decision, if warranted.<sup>1</sup>

**IT IS SO ORDERED.**

Date: 4/18/13

/s/ Timothy S. Black  
Timothy S. Black  
United States District Judge

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<sup>1</sup> The Supreme Court of Ohio has held that a losing party has not "failed to make a good faith effort to settle" if the party has met the requirements of a four-prong test: "(1) fully cooperated in discovery proceedings, (2) rationally evaluated his risks and potential liability, (3) not attempted to unnecessarily delay any of the proceedings, (4) made a good faith monetary settlement offer or responded in good faith to an offer from the other party." *Kalain v. Smith*, 25 Ohio St. 3d 157, 159 (1986).