[Cite as *Chase Bank USA, N.A. v. Jacobs,* 2012-Ohio-64.]

IN THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

Chase Bank USA, N.A.,	:	
Plaintiff-Appellee,	:	
v.	:	No. 11AP-343 (M.C. No. 2010 CVF 033627)
Robert L. Jacobs,	:	(REGULAR CALENDAR)
Defendant-Appellee,	:	
[John Rankin,	:	
Appellant].	:	

D E C I S I O N

Rendered on January 10, 2012

John Rankin, pro se.

APPEAL from the Franklin County Municipal Court

CONNOR, J.

{¶1} In this appeal, John Rankin ("Rankin"), appeals from a summary judgment rendered by the Franklin County Municipal Court against Robert L. Jacobs ("Jacobs"), and in favor of Chase Bank USA, N.A. ("Chase"). Because Rankin lacks standing in the instant matter, we dismiss this appeal.

{¶2} On August 25, 2010, Chase filed the instant lawsuit against Jacobs, alleging he was in default on a repayment obligation upon a credit card in the amount of

$8,485.14. The complaint named Jacobs as the only defendant and sought recovery based upon the cardholder agreement amongst Chase and Jacobs. In response, Jacobs filed his answer.

{¶3} Jacobs then filed a "joint motion" seeking to substitute Rankin as the party defendant. Attached to this joint motion was an assignment agreement that purportedly transferred Jacobs's credit card debt to Rankin. On November 22, 2010, the trial court granted the motion. That same date, Chase filed a motion for summary judgment regarding its claim against Jacobs.

{¶4} On December 1, 2010, Chase filed a motion to vacate the trial court's entry substituting Rankin for Jacobs. In this motion, Chase explained that it had not agreed to the substitution. On December 7, 2010, the trial court granted Chase's motion and reinstated Jacobs as the only party defendant. It explained its mistaken assumption that the joint motion had been agreed to by Chase. In fact, that was not the case. Rather, the joint motion was filed by Jacobs and Rankin. The court also granted an extension up until January 14, 2011 for Jacobs to respond to Chase's pending motion for summary judgment. Jacobs filed a memorandum contra to Chase's motion for summary judgment. Chase then filed a reply.

{¶5} On March 15, 2011, the trial court granted Chase's motion for summary judgment against Jacobs. Rankin then appealed.

{¶6} Before we proceed to the substance of Rankin's assignments of error, we note that an " 'appeal lies only on behalf of a party aggrieved by the final order appealed from. Appeals are not allowed for the purpose of settling abstract questions, but only to correct errors injuriously affecting [the] appellant.' " *In re Petition for Incorporation of the*

Village of Holiday City, 70 Ohio St.3d 365, 371, 1994-Ohio-405, quoting *Ohio Contract Carriers Assn. v. Pub. Util. Comm*. (1942), 140 Ohio St. 160, syllabus. The appealing party must have an "immediate and pecuniary" interest in the dispute. Id. Indeed, "future, contingent or speculative" interests are insufficient. Id.

{¶7} These principles generally support the proposition that an individual has standing to pursue an appeal when: (1) he has a present interest in the basic subject matter of the underlying case, and (2) his interest in the matter has been prejudiced by the holding of the trial court. *Deutsche Bank Trust Co. v. Barkdale Williams*, 171 Ohio App.3d 230, 2007-Ohio-1838, ¶18. "Furthermore, it is well-established that a non-party to an action who claims an interest relating to the property or transaction, which is the subject of the action and who is so situated that disposition of the action may as a practical matter impair or impede his ability to protect that interest, may file a motion to intervene pursuant to Civ.R. 24(A)." *Eaton Natl. Bank & Trust Co. v. LNG Resources, LLC*, 10th Dist. No. 08AP-829, 2009-Ohio-1186, ¶5, citing *Sutherland v. ITT Residential Capital Corp*. (1997), 122 Ohio App.3d 526, 537. "A person who is not a party to an action and has not attempted to intervene as a party lacks standing to appeal." Id., citing *State ex rel. Jones v. Wilson* (1976), 48 Ohio St.2d 349.

{¶8} As is clear, Rankin was not a party in the underlying lawsuit. He was not a party to a cardholder agreement with Chase. Jacobs was. Chase never voluntarily undertook to extend credit to Rankin. Nevertheless, Rankin and Jacobs purportedly attempted to effectuate a transfer of Jacobs's $8,485.14 credit card debt to Rankin. Importantly, they sought to substitute Rankin for Jacobs, rather than pursue joinder or intervention. Nor was there any pursuit of third-party claims. The legal and logical basis

for this position, therefore, was that Jacobs should have been completely absolved of any liability under his cardholder agreement with Chase. Rankin was merely to take Jacobs's place. Again, this position was advanced in spite of the fact that Chase, as the creditor, never agreed to the substitution.

{¶9} Because Rankin was not a party to the underlying action and because he never filed a motion to intervene, he lacks standing to appeal the summary judgment granted in Chase's favor. See *Eaton Natl. Bank & Trust Co.* at ¶5-7. Accordingly, we dismiss the instant appeal.

Appeal dismissed.

FRENCH and TYACK, JJ., concur.

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