

[Cite as *Reminger & Reminger Co., LPA v. Athens*, 2002-Ohio-1822.]

COURT OF APPEALS OF OHIO, EIGHTH DISTRICT

COUNTY OF CUYAHOGA

NO. 78734

REMINGER & REMINGER CO.,	:	
LPA, ET AL.,	:	ACCELERATED
	:	
Plaintiffs-Appellees	:	
	:	JOURNAL ENTRY
vs.	:	AND
	:	OPINION
ALEXANDER ATHENS, ET AL.,	:	
	:	
Defendants-Appellants	:	

DATE OF ANNOUNCEMENT	:	
OF DECISION	:	APRIL 18, 2002

CHARACTER OF PROCEEDING:	:	Civil appeal from
	:	Common Pleas Court
	:	Case No. 385515

JUDGMENT	:	AFFIRMED.
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DATE OF JOURNALIZATION	:	
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APPEARANCES:

For plaintiffs-appellees:	Timothy D. McKinzie, Esq.
	Kerry G. Milligan, Esq.
	McKINZIE & ASSOCIATES
	529 White Pond Drive
	Akron, Ohio 44320-1123
	Michael P. Gilbride, Esq.
	Daniel R. Haude, Esq.
	Brian D. Sullivan, Esq.
	REMINGER & REMINGER CO., LPA
	113 St. Clair Avenue, 7 th Floor
	Cleveland, Ohio 44114

- CONTINUED -

CONTINUED:

For defendants-appellants: Alexander Athens, *Pro Se*
Sandra Athens, *Pro Se*
978 Cloverdale Drive
Medina, Ohio 44256

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MICHAEL J. CORRIGAN, J.:

{¶1} This case came to be heard upon the accelerated calendar pursuant to App.R. 11.1 and Loc.R. 11.1, the record from the Cuyahoga County Court of Common Pleas and the briefs of counsel. Appellants appeal the trial court's grant of partial summary judgment in favor of plaintiffs-appellees.

{¶2} The sole question before us is whether the trial court erred in granting appellees' motion for partial summary judgment as to the issue of liability under a professional services contract.

{¶3} After filing suit seeking attorney fees, appellees filed a motion for partial summary judgment, seeking an order from the trial court that a contract existed between appellants and appellees, that appellees performed legal services and advanced expenses, and that appellees were entitled to compensation for the services performed and expenses advanced.

{¶4} We find that the trial court properly granted partial summary judgment in favor of appellees. Reviewing the motion for partial summary judgment *de novo*, and construing the evidence most strongly in favor of the appellants, we find that there is no genuine issue as to any material fact, that reasonable minds can come to but one conclusion and that the conclusion is adverse to the appellants. Appellees and appellants did enter into a contract for legal services, appellees did perform legal services

before being discharged by appellants and appellants are liable under the contract. *Fox & Assoc. Co., L.P.A. v. Purdon* (1989), 44 Ohio St.3d 69. Therefore, appellees are entitled to judgment as a matter of law. Civ.R. 56(C), (D).

Judgment is affirmed.

It is ordered that appellees recover of appellants its costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the Common Pleas Court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MICHAEL J. CORRIGAN
JUDGE

TIMOTHY E. McMONAGLE, A.J., and

JAMES D. SWEENEY, J., CONCUR.

N.B. This entry is an announcement of the court's decision. See App.R. 22(B), 22(D) and 26(A); Loc.App.R. 22. This decision will be journalized and will become the judgment and order of the court pursuant to App.R.22(E) unless a motion for reconsideration with supporting brief, per App.R. 26(A), is filed within ten (10) days of the announcement of the court's decision. The time period for

review by the Supreme Court of Ohio shall begin to run upon the journalization of this court's announcement of decision by the clerk per App.R. 22(E). See, also, S.Ct.Prac.R. II, Section 2(A)(1).