

[Cite as *U.S. Bank Natl. Assn. v. Dattilo*, 2015-Ohio-2160.]

Court of Appeals of Ohio

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JOURNAL ENTRY AND OPINION
No. 102249

U. S. BANK NATIONAL ASSOCIATION, ETC.

PLAINTIFF-APPELLEE

vs.

ANN M. DATTILO, ETC., ET AL.

DEFENDANT-APPELLANT

JUDGMENT:
AFFIRMED

Civil Appeal from the
Cuyahoga County Court of Common Pleas
Case No. CV-13-814040

BEFORE: Stewart, J., Celebrezze, A.J., and Blackmon, J.

RELEASED AND JOURNALIZED: June 4, 2015

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MELODY J. STEWART, J.:

{¶1} Plaintiff-appellee, U.S. National Bank Association, brought this action against defendant-appellant, Ann M. Dattilo, alleging that she defaulted on a promissory note. The note was secured by a mortgage on the premises, so the bank sought foreclosure. In response to the bank's motion for summary judgment, Dattilo offered a single sentence argument: "Plaintiff should be estopped from foreclosure because Defendant was promised by Plaintiff's bank a mediation conference which Plaintiff did not provide. (See Affidavit Attached)." A magistrate granted summary judgment. Dattilo did not object to the magistrate's decision. The court approved and adopted the magistrate's decision, and this appeal followed.

{¶2} Dattilo's argument on appeal is almost as succinct as her argument in opposition to the bank's motion for summary judgment: "In fact, in a foreclosure setting, if a homeowner alleges promissory estoppel, the homeowner prevails, absent evidence that no promise was made." Appellant's brief at 5.

{¶3} Dattilo forfeited this argument on appeal by failing to file objections to the magistrate's decision. *See* Civ.R. 53(D)(3)(b)(iv); *State ex rel. Muhammad v. State*, 133 Ohio St.3d 508, 2012-Ohio-4767, 979 N.E.2d 296, ¶ 3 (party waived argument on appeal by "failing to specifically raise this claim in his objections to the magistrate's decision * * *"). The assignment of error is therefore overruled.

{¶4} Judgment affirmed.

It is ordered that appellee recover of appellant 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.

MELODY J. STEWART, JUDGE

FRANK D. CELEBREZZE, JR., A.J., and
PATRICIA A. BLACKMON, J., CONCUR