[Cite as *Eagle Loan Co. of Ohio, Inc. v. Bailey*, 2026-Ohio-3396.]

IN THE COURT OF APPEALS OF OHIO
ELEVENTH APPELLATE DISTRICT
LAKE COUNTY

EAGLE LOAN COMPANY OF OHIO, INC.,	**CASE NO. 2026-L-0032**
Plaintiff-Appellee,	Civil Appeal from the Mentor Municipal Court
- vs -	
MARIAH M. BAILEY,	Trial Court No. 2025 CVF 00952
Defendant-Appellant.	

OPINION AND JUDGMENT ENTRY

Decided: August 31, 2026
Judgment: Reversed and remanded

Thomas M. Glennon, Glennon Law Firm, L.L.C., 1060 Nimitzview Drive, Suite 100, P.O. Box 30465, Cincinnati, OH 45230 (For Plaintiff-Appellee).

Mariah M. Bailey, pro se, 668 Monticello Place Lane, Cleveland, OH 44143 (Defendant-Appellant).

SCOTT LYNCH, J.

{¶1} Defendant-appellant, Mariah M. Bailey, appeals the grant of summary judgment in favor of plaintiff-appellee, Eagle Loan Company of Ohio, Inc., in the Mentor Municipal Court. Eagle Loan supported its Motion for Summary Judgment with a copy of a promissory note and payment history. However, these documents were not properly authenticated by affidavit and Bailey duly challenged the lack of proper authentication. Accordingly, we reverse the judgment of the court below.

Substantive and Procedural History

{¶2} On July 25, 2025, Eagle Loan filed a Complaint against Bailey in the Mentor

Municipal Court seeking judgment on a promissory note in the amount of $1,912.76 plus interest.

{¶3} On January 5, 2026, Eagle Loan served Bailey with a Motion for Summary Judgment.[1] Attached to the Motion were a Note executed by Bailey as borrower and Eagle Loan as payee on April 30, 2019, with a principal amount of $2,070.55, and the payment history. Also attached was the Affidavit of Eric Johansen, "an Official Representative and/or Manager for Plaintiff … duly authorized to execute this Affidavit on behalf of the Plaintiff." Johansen averred in relevant part:

> (2) Affiant is personally familiar with the delinquent account of MARIAH M BAILEY[.]
>
> (3) The Defendant(s) defaulted upon the repayment provisions of the contract as executed by the Defendant(s).
>
> (4) The total sum due and owing on said account, including accrued interest and proper credit for all payments and offsets, is $1912.76 as of 11/20/2019 with interest accruing thereafter at the Contract rate of 25.0000% per annum.

{¶4} On January 14, 2026, Bailey filed a Motion to Strike Plaintiff's Affidavit and an Opposition to Plaintiff's Motion for Summary Judgment.

{¶5} On March 24, 2026, the municipal court granted Eagle Loan's Motion for Summary Judgment and entered judgment accordingly.

Assignments of Error

{¶6} On April 1, 2026, Bailey filed a Notice of Appeal. On appeal, she raises the following assignments of error:

> [1.] Summary judgment was improper.
>
> [2.] Summary judgment was premature.

1. For reasons not apparent from the face of the record, the Motion was not filed and/or docketed until January 20, 2026.

[3.] Legal issues were improperly resolved.

Standard of Review

{¶7} "Summary judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact, if any, timely filed in the action, show that there is no genuine issue as to any material fact and … the moving party is entitled to judgment as a matter of law," *i.e.*, when "reasonable minds can come to but one conclusion and that conclusion is adverse to the party against whom the motion for summary judgment is made, that party being entitled to have the evidence or stipulation construed most strongly in the party's favor." Civ.R. 56(C).

{¶8} "When reviewing the decision of a trial court granting or denying a party's motion for summary judgment, an appellate court applies a de novo standard of review." *Smathers v. Glass*, 2022-Ohio-4595, ¶ 30. "The appellate court conducts an independent review of the evidence without deference to the trial court's findings." *Id.* "It examines the evidence available in the record, including deposition or hearing transcripts, affidavits, stipulated exhibits, and the pleadings, *see* Civ.R. 56(C), and determines, as if it were the trial court, whether summary judgment is appropriate." *Id.* When a party seeks to resolve a case on summary judgment, the evidence cannot be weighed, only reviewed de novo. *Id.* at ¶ 32. "When factual ambiguities exist," and even when they do not, "inferences must still be resolved in favor of the nonmoving party." *Id.*

Compliance with Appellate Rule 16

{¶9} "The appellant shall include in its brief … [a]n argument containing the contentions of the appellant with respect to each assignment of error presented for review

and the reasons in support of the contentions, with citations to the authorities, statutes, and parts of the record on which appellant relies." App.R. 16(A)(7); *compare* Loc.App.R. 16(B)(4) ("[t]he Assignments of Error shall assert precisely the manner in which the trial court is alleged to have erred") and (B)(4)(a) ("[t]he statement of the Assignments of Error is not complete without citation to that portion of the record before the court on appeal wherein the lower court committed the error complained of").

{¶10} Bailey's brief fails to contain any citations to the record or legal authority. Pursuant to this Court's Local Rules, Bailey's failure "may result in the brief being stricken … and/or in the dismissal of the appeal." Loc.App.R. 16(D).

{¶11} Despite the lack of compliance, this Court has reviewed arguments on appeal in the interest of justice when the substance of the arguments may be reasonably discerned. *See*, *e.g.*, *Estate of Andolsek*, 2025-Ohio-5286, ¶ 16 (11th Dist.); *Briggs v. Link*, 2022-Ohio-4249, ¶ 9 (11th Dist.). Such review is merited in the present case inasmuch as Bailey's arguments were duly raised in the municipal court and given the nature of our review of summary judgment proceedings, *i.e.*, a *de novo* or independent review.

First Assignment: Challenged Evidence

{¶12} In the first assignment of error, Bailey's argument consists of the following statement: "Defendant raised valid defenses and challenged evidence." In the court below, Bailey argued that the business records submitted by Eagle Loan were not "properly authenticated."

{¶13} Regarding the evidence that may be used to support a motion for summary judgment, the Supreme Court of Ohio has stated:

> Because granting summary judgment under Civ.R. 56(C) terminates litigation without a trial on the merits, "[t]he requirements of the rule must be strictly enforced." *Murphy v. Reynoldsburg*, 65 Ohio St.3d 356, 360, 604 N.E.2d 138 (1992). Civ.R. 56(C) sets forth the types of evidence that may be considered in granting a motion for summary judgment—namely, "pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact." When deciding a summary-judgment motion, it is generally error for a court to rely on other types of evidence that has not been authenticated by way of an attached affidavit. *State ex rel. Boggs v. Springfield Local School Dist. Bd. of Edn.*, 72 Ohio St.3d 94, 97, 647 N.E.2d 788 (1995); *Rogoff v. King*, 91 Ohio App.3d 438, 446, 632 N.E.2d 977 (8th Dist.1993) ("The proper procedure for the introduction of evidentiary matter not specifically authorized by Civ.R. 56(C) is to incorporate the material by reference into a properly framed affidavit").

State ex rel. Parker v. Russo, 2019-Ohio-4420, ¶ 10; *State ex rel. Ames v. Portage Cty. Solid Waste Mgt. Dist. Bd. of Commrs.*, 2024-Ohio-894, ¶ 11-13 (11th Dist.). "[D]ocuments attached to an affidavit submitted in support or opposition to summary judgment generally may be authenticated by an averment in the affidavit that the copies are 'true copies and reproductions.'" *PNC Bank, Natl. Assn. v. Graham*, 2022-Ohio-888, ¶ 15 (11th Dist.), quoting *State ex rel. Corrigan v. Seminatore*, 66 Ohio St.2d 459, 467 (1981).

{¶14} In the present case, neither the Note nor the payment history were properly authenticated (or even referenced) by Johansen's Affidavit. Accordingly, they could not be considered in rendering summary judgment. *Capital One Bank (USA), N.A. v. Tenney*, 2011-Ohio-4305, ¶ 27 (11th Dist.) ("[i]t is well-settled that a trial court commits prejudicial error in considering unverified documents in conjunction with a motion for summary judgment if the authenticity of the documents is disputed"); *U.S. Bank, N.A. v. Richards*, 2010-Ohio-3981, ¶ 17 (9th Dist.) ("the copy of the promissory note attached to U.S. Bank's

renewed motion for summary judgment was not incorporated into an affidavit, and thus it was not appropriately considered as evidence under Civ.R. 56").

{¶15} Without the existence and terms of the loan evidenced by the Note, Johansen's Affidavit is insufficient to establish Eagle Loan's entitlement to judgment as a matter of law. The Affidavit attests none of the terms of the agreement upon which Bailey is claimed to have defaulted. *Compare Bank of Am. v. Smith*, 2014-Ohio-2845, ¶ 11 (1st Dist.) ("[w]here … a party seeks to enforce its rights under the terms of a written agreement, the party must produce the writing itself–or some acceptable explanation as to why that document cannot be produced").

{¶16} In *BAC Home Loans Servicing, L.P. v. Vanjo*, 2015-Ohio-4317 (11th Dist.), this Court affirmed a grant of summary judgment despite the failure to authenticate the loan documents by affidavit where the documents were attached to the complaint and the defendants, in their answer, admitted to their authenticity. In the present case, Eagle Loan likewise attached the Note to its Complaint and argued that, "[i]n her answer, Defendant admits to entering into the loan contract." Brief of Plaintiff-Appellee at 5. Bailey, however, did not admit to its authenticity but, rather, "denie[d] the allegations in Plaintiff's Complaint and demand[ed] strict proof thereof."

{¶17} Finally, we acknowledge that, while the Rules of Evidence do not apply in small claims proceedings, *see* Evid.R. 101(D)(8), summary judgment has its own standards appropriate for the termination of litigation without trial. It has been observed:

> [T]he requirement for authentication of materials submitted on a Civ.R. 56 motion is encompassed in that civil rule and not the rules of evidence. This presents a peculiar anomaly. The unauthenticated Warren County complaint and letters of the plaintiff could be considered at trial because the rules of evidence don't apply, but they

> can't be considered on summary judgment because they don't comply with Civ. R.56.

Folck v. Khanzada, 2012-Ohio-4971, ¶ 8, fn. 1 (2d Dist.).

{¶18} Accordingly, this matter is remanded for further proceedings. As to the nature of these proceedings, this Court has held as follows: "The doctrine of the law of the case does not foreclose a party from filing, nor the court from considering, a new motion for summary judgment, notwithstanding that the trial court, in the same case, had previously granted summary judgment, *which judgment was subsequently reversed on appeal, where such new motion is based upon an expanded record.*" (Citation omitted.) *Ohio Receivables, L.L.C. v. Purola*, 2013-Ohio-5806, ¶ 11 (11th Dist.).

{¶19} The first assignment of error is with merit.

Second Assignment: Outstanding Discovery

{¶20} Bailey's second argument for reversal is that "[d]iscovery was ongoing and not fully resolved when judgment was granted.".

{¶21} Eagle Loan correctly notes that no discovery was actually pending at the time summary judgment was granted.

{¶22} Moreover, Bailey did not avail herself of Civil Rule 56(F): "Should it appear from the affidavits of a party opposing the motion for summary judgment that the party cannot for sufficient reasons stated present by affidavit facts essential to justify the party's opposition, the court may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or discovery to be had or may make such other order as is just."

{¶23} Bailey did not motion the municipal court for a continuance or submit an affidavit providing sufficient reasons why she could not present facts essential to oppose

summary judgment. Where a party fails to do so, the court may grant summary judgment even if requests for discovery were pending. *In re Estate of Beatley v. Fisher*, 2024-Ohio-5109, ¶ 42 (10th Dist.); *Mitchell Family Trust Fund v. Cole*, 2026-Ohio-744, ¶ 16 (8th Dist.) ("[t]o properly invoke Civ.R. 56(F), a party is required to file a motion for a continuance and an affidavit pursuant to the subsection explaining its need for additional discovery to obtain facts necessary to oppose the opposing party's summary judgment motion").

{¶24} The second assignment of error is without merit.

Third Assignment: Statute of Limitations

{¶25} In her third assignment of error, Bailey argues that the "[s]tatute of limitations was disputed and required further analysis before resolution." Bailey raised this issue in her Answer and Opposition to Summary Judgment.

{¶26} The current version of R.C. 2305.06, effective June 16, 2021, provides that "an action upon a specialty or an agreement, contract, or promise in writing shall be brought within six years after the cause of action accrued." Prior to June 16, 2021, the statute of limitations was eight years. Section 4 of S.B. 13, amending R.C. 2305.06 in 2021, provides: "For causes of action that are governed by section 2305.06 of the Revised Code and that accrued prior to the effective date of this act, the period of limitations shall be six years from the effective date of this act or the expiration of the period of limitations in effect prior to the effective date of this act, whichever occurs first."

{¶27} Six years from the effective date of S.B. 13 is 2027 while eight years from the date of accrual (inasmuch as Bailey's alleged breach occurred sometime in 2019) would be 2026. The present cause of action was filed in 2025. There is no issue with the statute of limitations.

{¶28} The third assignment of error is without merit.

{¶29} For the foregoing reasons, the judgment of the Mentor Municipal Court is reversed and this case is remanded for further proceedings consistent with this Opinion. Costs to be taxed against the appellee.

MATT LYNCH, P.J.,

EUGENE A. LUCCI, J.,

concur.

JUDGMENT ENTRY

For the reasons stated in the Opinion of this court, the first assignment of error is with merit and the second and third assignments are without merit. The order of this court is that the judgment of the Mentor Municipal Court is reversed and remanded.

Costs to be taxed against appellee.

JUDGE SCOTT LYNCH

PRESIDING JUDGE MATT LYNCH,
concurs

JUDGE EUGENE A. LUCCI,
concurs

THIS DOCUMENT CONSTITUTES A FINAL JUDGMENT ENTRY

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