

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

WELLS FARGO BANK, N.A.,

Plaintiff-Appellee,

- vs -

THOMAS C. CHAMBERS,

Defendant-Appellant.

CASE NO. 2026-L-0041

Civil Appeal from the
Mentor Municipal Court

Trial Court No. 2025 CVF 01110

OPINION AND JUDGMENT ENTRY

Decided: October 13, 2026

Judgment: Affirmed.

Suzana Pastor and Paul K. Rode, Keith D. Weiner & Associates Co., L.P.A., 1100 Superior Avenue, E., Suite 1100, Cleveland, OH 44114 (For Plaintiff-Appellee).

Thomas C. Chambers, pro se, 7565 Murray Avenue, Mentor, OH 44060 (Defendant-Appellant).

SCOTT LYNCH, J.

{¶1} Defendant-appellant, Thomas C. Chambers, appeals the grant of summary judgment in favor of plaintiff-appellee, Wells Fargo Bank, N.A., by the Mentor Municipal Court. Chambers argues that summary judgment was improper because he was not served with a complete copy of the Motion for Summary Judgment. Because a presumption of service existed and was not challenged by Chambers prior to the entry of judgment, we affirm the decision of the court below.

Substantive and Procedural History

{¶2} On August 18, 2025, Wells Fargo filed a small claims Complaint against

Chambers for \$6,999.25 representing the balance of a credit card account. Chambers answered.

{¶3} The municipal court ordered that the deadline for filing dispositive motions was February 10, 2026, with responses due within thirty days thereafter.

{¶4} On February 9, 2026, Wells Fargo filed a Motion for Summary Judgment. No response was received from Chambers.

{¶5} On March 18, 2026, the municipal court granted the Motion for Summary Judgment in the amount of \$6,999.25.

{¶6} On April 17, 2026, Chambers filed a Notice of Appeal.

Assignments of Error

{¶7} On appeal, Chambers raises the following assignments of error:

[1.] The trial court erred in granting summary judgment where Appellant did not receive the 3-page Motion for Summary Judgment in the materials actually received and therefore lacked a meaningful opportunity to respond before judgment was entered.

[2.] The trial court erred in granting summary judgment where Plaintiff failed to establish entitlement to judgment as a matter of law under Civ.R. 56.

Summary Judgment Standards

{¶8} “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).

{¶9} "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.

First Assignment of Error: Whether Chambers was Properly Served with the Motion

{¶10} Chambers argues that he "received a mailing from Plaintiff's counsel dated February 5, 2026," but that it was "incomplete": "It did not include the 3-page Motion for Summary Judgment itself, and did not include the Certificate of Service page." *Hooten v. Safe Auto Ins. Co.*, 2003-Ohio-4829, ¶ 34 ("Civ.R. 56's procedural fairness requirements place significant responsibilities on all parties and judges to ensure that summary judgment should be granted only after all parties have had a fair opportunity to be heard").

{¶11} Wells Fargo counters that its Motion was eight pages long and included two hundred and seventy-six pages of attachments. Whatever the three missing pages were, Wells Fargo maintains, the remainder of the filing as well as Chambers awareness of the dispositive motion deadline was sufficient to put him on notice that he needed to respond or take other action.

Presumption of Proper Service

{¶12} We find no error. The Motion for Summary Judgment filed with the municipal court included a service page which was sufficient to create a presumption of proper service. Chambers's claim to have not received a complete copy of the Motion was not raised prior to the entry of judgment against him. As the trial court was not on

notice that there was a potential issue with the service of the Motion, it was not error for the court to grant the Motion after the time for filing a response had elapsed.

{¶13} When a party complies with the Civil Rules for the service of a motion upon the opposing party, a rebuttable presumption that proper service has been perfected arises. *Colville v. Messenger*, 2026-Ohio-2661, ¶ 14 (11th Dist.); *Bank of Am. v. Telerico*, 2025-Ohio-5369, ¶ 12 (11th Dist.).

{¶14} The Certificate of Service, signed by counsel for Wells Fargo and attached to its Motion for Summary Judgment, attests: “A copy of the foregoing was sent by ordinary U.S. Mail on February 5, 2026, to the following: Thomas C. Chambers.” This Certificate demonstrates sufficient compliance with the Civil Rules to raise the presumption that service was completed. Civ.R. 5(B)(2)(c) (“[a] document is served under this rule by ... mailing it to the persons’ last known address by United States mail in which event service is complete upon mailing”) and (4) (“[t]he served document shall be accompanied by a completed proof of service which shall state the date and manner of service... and be signed in accordance with Civ.R. 11”).

Motion for Relief from Judgment

{¶15} We note that Chambers has raised his argument regarding proper service in a Motion for Relief from Judgment, filed after the Notice of Appeal. It is well established “that an appeal divests trial courts of jurisdiction to consider Civ.R. 60(B) motions for relief from judgment,” although, “[j]urisdiction may be conferred on the trial court ... through an order by the reviewing court remanding the matter for consideration of the Civ.R. 60(B) motion.” *Howard v. Catholic Social Serv. of Cuyahoga Cty., Inc.*, 1994-Ohio-219, ¶ 18.

In the present case, Chambers has neither apprised this Court of the pending Motion for Relief from Judgment nor sought an order of remand.

{¶16} Accordingly, the substance of Chambers's argument may be addressed by the municipal court following resolution of the present appeal.

{¶17} The first assignment of error is without merit.

Second Assignment of Error: Whether Wells Fargo was Entitled to Judgment

{¶18} Chambers argues that "Plaintiff was required to support its motion with proper evidentiary materials" and that "[t]he mere absence of a response does not automatically entitle a plaintiff to summary judgment."

{¶19} In support of its Motion for Summary Judgment, Wells Fargo attached the affidavit of Shannon L. Weiss, a Loan Workout Specialist. Weiss averred that Chambers entered into an agreement with Wells Fargo for a Visa Signature Card Account; the Account was credited with the last payment received from Chambers on November 1, 2023, in the amount of \$295.98; Chambers has failed to remit further payments pursuant to the provisions of the Visa Signature Card agreement; and, as of the date of the affidavit, Wells Fargo is owed the sum of \$6,999.25.

{¶20} Weiss further averred that "true and correct" copies of the agreement and account statements were attached thereto.

{¶21} Chambers raises no argument specific to any of the evidence submitted in support of the Motion. The foregoing evidence shows that there is no genuine issue as to any material fact and that Wells Fargo is entitled to judgment as a matter of law. See *Citibank (South Dakota), N.A. v. Lesnick*, 2006-Ohio-1448, ¶ 9 (11th Dist.) ("[i]n order to establish a prima facie case for money owed on an account, '[a]n account must show the

name of the party charged and contain: (1) a beginning balance (zero, or a sum that can qualify as an account stated, or some other provable sum); (2) listed items, or an item, dated and identifiable by number or otherwise, representing charges, or debits, and credits; and (3) summarization by means of a running or developing balance, or an arrangement of beginning balance and items which permits the calculation of the amount claimed to be due”).

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

{¶23} For the foregoing reasons, the entry of summary judgment by the Mentor Municipal Court in favor of Wells Fargo against Chambers is affirmed. Costs to be taxed against appellant.

MATT LYNCH, P.J.,

ROBERT J. PATTON, J.,

concur.

JUDGMENT ENTRY

For the reasons stated in the Opinion of this court, the assignments of error are without merit. The order of this court is that the judgment of the Mentor Municipal Court is affirmed.

Costs to be taxed against appellant.

JUDGE SCOTT LYNCH

PRESIDING JUDGE MATT LYNCH,
concur

JUDGE ROBERT J. PATTON,
concur

THIS DOCUMENT CONSTITUTES A FINAL JUDGMENT ENTRY
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A certified copy of this opinion and judgment entry shall constitute the mandate pursuant to Rule 27 of the Ohio Rules of Appellate Procedure.
