[Cite as *Portfolio Recovery Assocs., L.L.C. v. Ramsey*, 2026-Ohio-4333.]

# IN THE COURT OF APPEALS OF OHIO
# ELEVENTH APPELLATE DISTRICT
# ASHTABULA COUNTY

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| PORTFOLIO RECOVERY ASSOCIATES, L.L.C.,<br><br>Plaintiff-Appellee,<br><br>- vs -<br><br>JESSICA L. RAMSEY,<br><br>Defendant-Appellant. | **CASE NO. 2026-A-0028**<br><br>Civil Appeal from the Municipal Court<br><br>Trial Court No. 2025 CVF 00660 |

## OPINION AND JUDGMENT ENTRY

Decided: November 2, 2026
Judgment: Affirmed

*Annemarie C. Wodzisz*, *Sean M. Savinell*, *Jelesmina E. Mallett*, and *Michael T. Tangry*, Javitch Block, L.L.C., 1100 Superior Avenue, 19th Floor, Cleveland, OH 44114 (For Plaintiff-Appellee).

*Jessica L. Ramsey*, pro se, 2624 West 19th Street, Ashtabula, OH 44004 (Defendant-Appellant).

MATT LYNCH, P.J.

**{¶1}** Appellant, Jessica L. Ramsey, appeals the judgment of the Ashtabula Municipal Court awarding summary judgment in favor of appellee, Portfolio Recovery Associates, L.L.C. ("Portfolio Recovery"), in its action to collect an assigned debt. Portfolio Recovery did not file a brief on appeal.

**{¶2}** In her assignments of error, Ramsey contends the court prevented her from conducting discovery, abused its discretion by striking her discovery requests and related filings, and erroneously awarded summary judgment because there are genuine issues

of material fact regarding Portfolio Recovery's ownership of the account and the admissibility of Portfolio Recovery's evidence.

**{¶3}** After a careful review of Ramsey's arguments, the pertinent law, and the record, we affirm the judgment of the Ashtabula Municipal Court for the reasons set forth more fully below.

## Substantive and Procedural History

**{¶4}** On July 7, 2025, Portfolio Recovery filed a complaint against Ramsey for a sum of $1,174.76. Portfolio Recovery alleged it had acquired an account of which Ramsey was in default, it had notified Ramsey of the assignment and demanded she pay the balance owed, which she subsequently did not pay. Attached to the complaint was an August 2023 statement of Ramsey's PayPal credit account. The statement had a stub to remit payment and showed that a minimum of $519.00 was due on the account by September 2, 2025, the account had a past due amount of $435.00, and the total account balance was $1,174.76.

**{¶5}** On December 29, 2025, the magistrate issued a decision, in relevant part, setting a discovery deadline of 60 days and a dispositive motion deadline of 90 days.

**{¶6}** On March 2, 2026, Portfolio Recovery filed a motion for leave to file a motion for summary judgment instanter. On the same day, Ramsey filed a "motion to deny or continue Portfolio Recovery's motion for summary judgment pursuant to Civ.R. 56(F)," in which she requested more time to conduct formal discovery. Attached to Ramsey's motion was a Civ.R. 56(F) affidavit in which she averred no formal discovery had occurred and she did not have the opportunity to obtain or examine the complete electronic transfer file referenced in the bill of sale, the purchase agreement governing the alleged transfer,

metadata or origin information regarding the account-level spreadsheet, the underlying records of Synchrony Bank, information establishing how Portfolio Recovery's affiant has personal knowledge of Synchrony Bank's record-keeping practices, and documentation showing that her specific account was included in the bulk sale.

**{¶7}** On March 10, 2026, the court granted Portfolio Recovery's motion for leave to file its motion for summary judgment instanter.

**{¶8}** In its motion for summary judgment, Portfolio Recovery argued Ramsey had applied for and received an extension of credit, she used the account, received the benefit of the extension of credit, and then failed to make payments on the account. Synchrony Bank subsequently assigned Ramsey's contract to Portfolio Recovery. After Ramsey failed to make a payment, Portfolio Recovery made a demand for $1,174.76, the amount due on the account. Ramsey did not pay and did not produce any evidence demonstrating the amount due had been paid in full.

**{¶9}** Attached to the motion was an affidavit by Lauren Flack, an employee and custodian of records for Portfolio Recovery. Flack averred she is authorized to make statements, representations, and averments based upon her review of the business records of Synchrony Bank, which were transferred to Portfolio Records and became a part of and integrated into Portfolio Recovery's business records in the ordinary course of business. Flack further averred Portfolio Recovery purchased the account on November 11, 2023; and the bill of sale and Ramsey's account number-specific data entry, attached as exhibits, are business records maintained in the ordinary course of business. According to those records, Ramsey owed $1,215.76 on the account as of

September 6, 2023, and Portfolio Recovery is claiming Ramsey owes $1,174.76 to settle the account.

**{¶10}** The attached bill of sale reflected Portfolio Recovery purchased the account on November 11, 2023, from Synchrony Bank/PayPal. The attached data file for Ramsey's account corresponded to the number on the bill of sale and contained information for the account such as the open date, date of delinquency, and last payment date. Also attached was a copy of the PayPal monthly billing statement, including the credit card agreement, for Ramsey's account.

**{¶11}** On March 16, 2026, Ramsey filed a memorandum in opposition, in which she argued Portfolio Recovery's documents do not establish they own her alleged account, and further, the documents were not properly authenticated under the Ohio Rules of Evidence. Thus, Ramsey argued, the court should deny Portfolio Recovery's motion because genuine issues of material fact remained regarding the admissibility of Portfolio Recovery's exhibits and its ownership of the account.

**{¶12}** Ramsey attached her affidavit, in which she averred the following: Portfolio Recovery's bill of sale did not include her name or account number and instead only referenced an electronic data file; Portfolio Recovery did not produce a referenced transfer data file identifying her alleged account; the account-level spreadsheet does not indicate who created it, when it was created, or what records were used to generate it; she has no personal knowledge that her account was sold to Portfolio Recovery; and she believes Portfolio Recovery submitted no admissible evidence demonstrating ownership of the alleged account. Ramsey also attached her Civ.R. 56(F) affidavit and discovery

requests, which included copies of requests for admission, her first set of interrogatories, and her first request for production of documents.

**{¶13}** On March 23, 2026, the magistrate denied Ramsey's motion to continue or deny summary judgment and struck her discovery requests. The magistrate noted that besides being untimely, Ramsey failed to submit the filing fees for her motion and discovery requests.

**{¶14}** Ramsey timely filed objections, arguing her March 4, 2026 discovery requests were timely because she was responding to documents Portfolio Recovery produced on February 25, 2026. She further argued that even if her discovery was outside the deadline, she substantially complied with the court's pre-trial order, and non-payment of filing fees does not justify striking her filings.

**{¶15}** On April 6, 2026, the trial court overruled Ramsey's objections and adopted the magistrate's decision, noting Ramsey's "exhibit" was a motion to continue requiring a $15 filing fee that Ramsey decided not to file.

**{¶16}** On April 13, 2026, the magistrate issued a decision awarding summary judgment in favor of Portfolio Recovery.

**{¶17}** On April 16, 2026, the court awarded summary judgment in favor of Portfolio Recovery and entered judgment against Ramsey in the amount of $1,174.76.

**{¶18}** Ramsey timely appealed and raises four assignments of error for our review:

**{¶19}** "[1.] The trial court erred in granting summary judgment before defendant-appellant was afforded a meaningful opportunity to conduct discovery necessary to oppose plaintiff-appellee's motion for summary judgment.

**{¶20}** "[2.] The trial court abused its discretion by striking defendant-appellant's discovery requests and related filings despite defendant-appellant acting promptly in response to newly produced evidence.

**{¶21}** "[3.] The trial court abused its discretion by relying upon an alleged filing fee issue to strike defendant-appellant's filings without permitting defendant-appellant an opportunity to cure.

**{¶22}** "[4.] The trial court erred in granting summary judgment where genuine issues of material fact existed regarding plaintiff-appellee's ownership of the alleged account and the admissibility of plaintiff-appellee's evidence."

## Discovery

**{¶23}** In her first three assignments of error, Ramsey raises issues concerned with discovery. More specifically, she contends she was not afforded a meaningful opportunity to conduct discovery before the trial court awarded summary judgment; the trial court abused its discretion by striking her discovery requests and filings that she filed promptly after Portfolio Recovery produced evidence; and the trial court should have given her an "opportunity to cure" instead of striking her filings for failing to pay filing fees.

**{¶24}** Pursuant to Civ.R. 56(F), Ramsey filed a motion to continue summary judgment requesting additional time for further discovery.

**{¶25}** "In interpreting Civ.R. 56(F), this court has indicated that a trial court should apply the rule liberally to ensure that the nonmoving party in a summary judgment exercise has sufficient time to discover any fact which is needed to properly rebut the argument of the moving party." *Marshall v. Silsby*, 2005-Ohio-5609, ¶ 18 (11th Dist.). "However, the nonmoving party does not have an absolute right to be given additional

discovery time in every instance. To be entitled to a continuance under the rule, the nonmoving party has the burden of establishing a sufficient reason for the additional time." *Id.* "That is, the party requesting more time must show that the additional discovery will actually aid in either the demonstration or negation of a fact relevant to an issue raised in the motion for summary judgment." *Id.*

**{¶26}** A request for additional time under Civ.R. 56(F) involves a matter of discovery, and the disposition of such a request falls within the sound discretion of a trial court. *Id.* at ¶ 19. Thus, the ruling of the trial court will be upheld on appeal unless it can be shown that the decision was arbitrary, unreasonable, or unconscionable. *Id.*

**{¶27}** As stated, Civ.R. 56(F) is not an absolute right to additional discovery. Ramsey was required to demonstrate a continuance was warranted for the discovery she sought, which ostensibly should lead to evidence that rebuts the moving party's evidence and either creates a genuine issue of material fact or proves the nonmoving party is entitled to judgment as a matter of law. The "complete file," "the purchase agreement governing the transfer," the "metadata or origin information regarding the account-level spreadsheet," the "underlying records of Synchrony Bank," and "documentation showing that Ramsey's specific account was included in the bulk sale," are all superfluous requests to the Civ.R. 56(C) evidentiary quality material Portfolio Recovery submitted with its motion for summary judgment. The relevant portion of the discovery Ramsey was requesting, i.e., information pertaining to the assignation of her account and her account information were already produced.

**{¶28}** We also cannot say the trial court abused its discretion by striking Ramsey's discovery requests as untimely and/or for failure to pay filing fees. First, the parties had

60 days to complete discovery, thus her request was untimely. Second, nothing prevented Ramsey from refiling her pleadings and paying the filing fees. If she could not afford the fees, she could have filed an affidavit of indigency for the trial court to determine whether she qualified for a waiver. *See* R.C. 2323.311; *Woodgeard v. Hines*, 2023-Ohio-2362, ¶ 19 (4th Dist.) (where litigant did not file an affidavit of indigency prior to filing his objections, trial court did not abuse its discretion in requiring payment of the filing fee prior to considering the objections).

**{¶29}** Fundamentally, we cannot say the trial court abused its discretion by denying Ramsey's Civ.R. 56(F) motion and striking her untimely and unpaid discovery requests, because she failed to demonstrate the requested discovery would have changed the outcome. "[A] denial of such a [Civ.R. 56(F)] request should be upheld if the party fails to show that the requested discovery would have precluded summary judgment." *Midland Funding, L.L.C. v. Farrell*, 2013-Ohio-5509, ¶ 10 (1st Dist.). *See also Capital One, N.A., v. Jones*, 2026-Ohio-62, ¶ 39 (3d Dist.) (evidentiary materials produced by appellee established the debt through the appellant's use of the credit, thus further discovery of internal proprietary documentation would not have raised a genuine issue of material fact regarding the dispositive issues before the court, i.e., whether the appellant utilized the credit card and failed to pay the balance due).

**{¶30}** Accordingly, Ramsey's first, second, and third assignments of error are without merit.

**Summary Judgment**

**{¶31}** In her fourth assignment of error, Ramsey contends the trial court erred by awarding summary judgment in favor of Portfolio Recovery because Portfolio Recovery's

evidence was inadmissible and not properly authenticated. Thus, she contends there were genuine issues of material fact remaining as to whether Portfolio Recovery owned Ramsey's defaulted account.

**{¶32}** An appellate court conducts a de novo review of a trial court's decision to grant summary judgment, *Grafton v. Ohio Edison Co.*, 77 Ohio St.3d 102, 105 (1996), using the same standards as the trial court. Before the trial court may grant summary judgment, it must determine that (1) no genuine issue as to any material fact remains to be litigated, (2) the moving party is entitled to judgment as a matter of law, and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing the evidence most strongly in favor of the party against whom the motion for summary judgment is made, the conclusion is adverse to that party. Civ.R. 56(C); *Temple v. Wean United, Inc.*, 50 Ohio St.2d 317, 327 (1977). Whether a fact is "material" depends on the substantive law of the claim being litigated. *Turner v. Turner*, 67 Ohio St.3d 337, 340 (1993). *Accord Marszal v. Catholic Cemeteries Assn. of the Diocese of Cleveland*, 2025-Ohio-2398, ¶ 25 (11th Dist.).

**{¶33}** Ramsey specifically challenges whether the affidavit by Portfolio Recovery's employee Lauren Flack authenticated Portfolio Recovery's business records and whether those records established ownership of Ramsey's credit account.

**{¶34}** Pursuant to Civ.R. 56(E): "Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated in the affidavit."

**{¶35}** Ohio Evidence Rule 803(6) provides that records of regularly conducted business activity are admissible as an exception to the rules of hearsay, if shown to be such "by the testimony of the custodian or other qualified witness." "'The question of who may lay a foundation for the admissibility of business records as a custodian or other qualified witness must be answered broadly.'" *Bank of Am. v. Curtin*, 2014-Ohio-5379, ¶ 27 (11th Dist.), quoting *U.S. Bank Natl. Assn. v. Martz*, 2013-Ohio-4555, ¶ 25 (11th Dist.).

**{¶36}** "[I]t is not necessary that the witness have firsthand knowledge of the transaction giving rise to the record. . . . 'Rather, it must be demonstrated that: the witness is sufficiently familiar with the operation of the business and with the circumstances of the record's preparation, maintenance and retrieval, that he can reasonably testify on the basis of this knowledge that the record is what it purports to be, and that it was made in the ordinary course of business consistent with the elements of Rule 803(6).'" *Id.*, quoting *U.S. Bank Natl. Assn. v. Green Meadow SWS, L.L.C.*, 2013-Ohio-2002, ¶ 49 (5th Dist.).

**{¶37}** As our above review demonstrates, Flack's affidavit satisfies the Civ.R. 56(F)'s personal knowledge requirements as well as the requirements for the admission of records of regularly conducted business activity. *See id.* at ¶ 29, quoting *Shawnee Assocs., LP v. Shawnee Hills*, 2010-Ohio-1183, ¶ 50 (5th Dist.) ("pursuant to Evid.R. 803(6), '[r]ecords need not be actually prepared by the business offering them if they are received, maintained, and relied upon in the ordinary course of business'"); *JPMorgan Chase Bank, NA v. Carroll*, 2013-Ohio-5273, ¶ 25 (12th Dist.) ("JPMorgan's vice president['s] . . . affidavit demonstrated he was competent to testify about the subject note and mortgage as he reviewed the historic records of Chase Home Finance LLC and the

business records relating to [the appellant's] loan, . . . all of which were kept in the ordinary course of regularly conducted business activity").

**{¶38}** Finding the evidence was properly authenticated and admissible, we turn to whether Portfolio Recovery carried its burden as the moving party on summary judgment by demonstrating there were no genuine issues of material fact and it was entitled to judgment as a matter of law.

**{¶39}** Portfolio Recovery, as a creditor attempting to recover money owed on an account, was required to prove "the account holder's identity, the beginning balance, documentation of account activity, and either a running balance or an '"arrangement of beginning balance and items which permits the calculation of the amount claimed to be due."'" *Absolute Resolutions Invests., L.L.C. v. Marshall*, 2026-Ohio-2008, ¶ 12 (1st Dist.), quoting *Midland Funding*, 2013-Ohio-887, at ¶ 14 (5th Dist.), quoting *Gabriele v. Reagan*, 57 Ohio App.3d 84, 87 (12th Dist. 1988).

**{¶40}** Further, as an assignee, Portfolio Recovery was required to establish the existence of a valid assignment agreement. *Id.* at ¶ 13; *see EMCC Invest. Ventures v. Rowe*, 2012-Ohio-4462, ¶ 27 (11th Dist.) ("the assignee must prove that they are the real party in interest for purposes of bringing the action"). "Without proof that the assignor validly assigned the account to the plaintiff-alleged assignee, the plaintiff cannot establish chain of title and is 'barr[ed] from recovering on the account.'" *Id.*, quoting *Citibank, N.A. v. Hine*, 2019-Ohio-464, ¶ 31 (4th Dist.).

**{¶41}** As reviewed above, Portfolio Recovery submitted a bill of sale evidencing that it purchased Ramsey's account from Synchrony Bank, Ramsey's specific account information, a credit card statement in Ramsey's name, and the credit card agreement.

Thus, Portfolio Recovery established it owned Ramsey's account, which she did not pay, and there was a sum due and outstanding.

**{¶42}** Ramsey, in turn, failed to carry her reciprocal burden on summary judgment to provide evidentiary quality material demonstrating a genuine issue of material fact. *See Dresher v. Burt*, 75 Ohio St.3d 280, 293 (1996). Pursuant to Civ.R. 56(E), "[w]hen a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of the party's pleadings, but the party's response, by affidavit or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If the party does not so respond, summary judgment, if appropriate, shall be entered against the party." Ramsey merely argued the insufficiency of Portfolio Recovery's evidence, she did not dispute the debt or the account as her own, and she submitted no evidentiary quality materials as contemplated by Civ.R. 56.

**{¶43}** Thus, having proved all the elements of its claim, Portfolio Recovery was entitled to summary judgment as a matter of law.

**{¶44}** Accordingly, Ramsey's fourth assignment of error is without merit.

**{¶45}** The judgment of the Ashtabula Municipal Court is affirmed.

ROBERT J. PATTON, J.,

SCOTT LYNCH, J.,

concur.

## JUDGMENT ENTRY

For the reasons stated in the opinion of this court, appellant's assignments of error are without merit. It is the judgment and order of this court that the judgment of the Ashtabula Municipal Court is affirmed.

Costs to be taxed against appellant.

PRESIDING JUDGE MATT LYNCH

JUDGE ROBERT J. PATTON,
concurs

JUDGE SCOTT LYNCH,
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.