[Cite as *Townhouses of Catalpa Phase I Condominium Owners' Assn. v. Griffith*, 2026-Ohio-3365.]

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

THE TOWNEHOUSES OF CATALPA PHASE I CONDOMINIUM OWNERS' ASSOCIATION Appellees v. GERRY GRIFFITH AKA GERRY E. GRIFFITH AKA GERRY GRIFFITH, JR. AKA GERRY E. GRIFFITH JR., ET AL. Appellant	: : : : : : : : : :	C.A. No. 30779 Trial Court Case No. 2025 CV 03207 (Civil Appeal from Common Pleas Court) **FINAL JUDGMENT ENTRY & OPINION**

. . . .

Pursuant to the opinion of this court rendered on August 28, 2026, this appeal is dismissed as moot.

Costs to be paid as stated in App.R. 24.

Pursuant to Ohio App.R. 30(A), the clerk of the court of appeals shall immediately send a copy of the court's ruling to each party and note that action on the docket. Additionally, pursuant to App.R. 27, the clerk of the court of appeals shall send a certified copy of this judgment, which constitutes a mandate, to the clerk of the trial court and note the service on the appellate docket.

For the court,

Mary K. Huffman

MARY K. HUFFMAN, JUDGE

EPLEY, J., and HANSEMAN, J., concur.

OPINION
MONTGOMERY C.A. No. 30779

GERRY GRIFFITH JR., Appellant, Pro Se
MICHELLE L. POLLY-MURPHY and MAGDALENA E. MYERS, Attorneys for Appellees

HUFFMAN, J.

{¶ 1} Gerry Griffith Jr. appeals pro se from the trial court's decision granting summary judgment and entering a decree of foreclosure in favor of The Townehouses of Catalpa Phase I Condominium Owners' Association ("the Association") relating to his condominium unit. While this appeal was pending, Griffith paid the underlying judgment. Accordingly, Griffith's appeal is rendered moot, and it is dismissed.

I. Procedural History

{¶ 2} On May 28, 2025, the Association filed a foreclosure action against Griffith, the Montgomery County Treasurer, and the unknown spouse of Gerry Griffith. The complaint alleged that Griffith owned a condominium unit and owed the Association maintenance fees, common expenses, and assessments. As a result, the Association filed a certificate of lien on the property. The Association sought $2,928.74 plus interest, maintenance fees and assessments incurred after the filing of the action, attorney fees, and court costs. The Association requested that all liens on the property be marshaled and that the premises be ordered appraised, advertised, and sold according to law.

{¶ 3} On November 12, 2025, the Association filed a motion for summary judgment, which the trial court granted on January 20, 2026. The court entered a judgment for the Association of $11,881.57 plus interest at the rate of 8% per annum from October 22, 2025, as well as other relief. The trial court found that the Association was entitled to foreclose on the property. After the trial court granted the Association's motion for summary judgment, Griffith filed a motion to answer summary judgment on January 21, 2026. He followed with a motion for reconsideration of summary judgment and motion for new trial filed on January 30, 2026. The trial court overruled Griffith's motions on February 19, 2026. Griffith filed a timely notice of appeal on February 19, 2026.

II. Analysis

{¶ 4} First, Griffith's pro se brief fails to comply in any respect with the mandates for a proper brief as set forth in App.R. 16(A). It does not include a table of contents or a table of cases, statutes, and other authority, as required by App.R. 16(A)(1) and (2). It further does not include a statement of the issues presented for review, as required by App.R. 16(A)(4), or a brief statement of the case, as mandated by App.R. 16(A)(5). Griffith's brief lacks a statement of facts relevant to any assignments of error, as required by App.R. 16(A)(6). Most importantly, Griffith failed to set forth any assignments of error or propositions of law and to cite to the record in this matter. App.R. 16(A)(3) requires that a brief contain assignments of error presented for review on appeal, which must be included in a separate statement.

{¶ 5} "Litigants who choose to proceed pro se are presumed to know the law and correct procedure, and are held to the same standards as other litigants." *Yocum v. Means*, 2002-Ohio-3803, ¶ 20 (2d Dist.), citing *Kilroy v. B.H. Lakeshore Co.*, 111 Ohio App.3d 357, 363 (8th Dist. 1996). Compliance with App.R. 16 is mandatory. Griffith's failure to comply is tantamount to failing to file a brief in this matter.

{¶ 6} Under App.R. 12(A)(2), we are not required to address issues that are not argued separately as assignments of error that comply with App.R. 16(A). *State of Ohio v. Obermeyer,* 2024-Ohio-4508, ¶ 13 (2nd Dist.); *Kremer v. Cox,* 114 Ohio App.3d 41, 60 (9th Dist. 1996). Such a deficiency permits this court to dismiss Griffith's appeal. *Erdman v. Williams*, 2013-Ohio-980, ¶ 9 (5th Dist.). But rather than dismissing Griffith's appeal because of his failure to comply with App.R. 16, we address whether the appeal is moot because the issue of mootness is dispositive.

{¶ 7} "It is a well-established principle of law that a satisfaction of judgment renders an appeal from that judgment moot." *Blodgett v. Blodgett*, 49 Ohio St.3d 243, 245 (1990). "Where the court rendering judgment has jurisdiction of the subject-matter of the action and of the parties, and fraud has not intervened, and the judgment is voluntarily paid and satisfied, such payment puts an end to the controversy, and takes away from the defendant the right to appeal or prosecute error or even to move for vacation of judgment." *Lynch v. Bd. of Edn. of City School Dist. of Lakewood,* 116 Ohio St. 361 (1927), paragraph three of the syllabus. "The rationale behind this general rule is that a reversal of the trial court's judgment, after full voluntary payment has been made, would not offer any relief to the appellant." *Poppa Builders, Inc. v. Campbell*, 118 Ohio App. 3d 251, 253 (2nd Dist. 1997).

{¶ 8} In its brief, the Association notes that Griffith paid the judgment in full on May 6, 2026, and that it moved the trial court to vacate the judgment and dismiss the action. On May 8, 2026, while this appeal was pending, the trial court did so. Even though the entry vacating the judgment at issue in this appeal and dismissing the action is not part of the record transmitted to us on appeal, we have taken judicial notice of the trial court's docket in this case to have a full and complete understanding of the mootness issue. *See The Townehouses of Catalpa Phase I Condominium Owners' Association v. Griffith,* 2023-Ohio-2971, ¶ 12 (2nd Dist.), citing *Pewitt v. Lorain Corr. Inst.*, 64 Ohio St.3d 470, 472 (1992). The Association's representation that the judgment has been paid in full establishes that it was satisfied while Griffith's appeal was pending before us.

{¶ 9} There is no evidence in the record that Griffith's payment to the Association to satisfy the judgment was not voluntary. As we recognized in a prior appeal involving the same parties, "Griffith likely felt pressure to pay the judgment rather than risk losing his property, [and] we have previously held that '[c]ollection efforts, an appellant's financial circumstances, or other economic considerations do not make an appellant's full satisfaction of a judgment involuntary.'" (Bracketed text in original.) *Griffith* at ¶ 13, quoting *Taylor v. Johnson*, 2019-Ohio-2131, ¶ 10 (2nd Dist.). In the absence of any evidence that Griffith's payment to the Association in satisfaction of the judgment was not voluntary, we must conclude that his appeal is moot.

III. Conclusion

{¶ 10} Griffith's appeal is dismissed as moot.

. . . .

EPLEY, J., and HANSEMAN, J., concur.