[Cite as *Petties v. Johnson*, 2026-Ohio-4518.]

IN THE OHIO COURT OF APPEALS
FIFTH APPELLATE DISTRICT
STARK COUNTY, OHIO

JASMINE PETTIES, et al., Plaintiffs - Appellees -vs- MARVIN JOHNSON, et al., Defendants - Appellants	Case No. 2026CA00017 Opinion And Judgment Entry Appeal from the Stark County Court of Common Pleas, Case No. 2024 CV 00774 Judgment: Affirmed Date of Judgment Entry: November 13, 2026

BEFORE: William B. Hoffman; Craig R. Baldwin; Robert G. Montgomery, Judges

APPEARANCES: JONATHAN J. BOND, DOUGLAS C. BOND, for Plaintiffs-Appellees; HANNE-LORE M. GAMBRELL, for Defendants-Appellants.

Baldwin, J.

{¶1} The appellants, Marvin Johnson ("Johnson") and Kimberly Patrick, appeal the judgment of the Stark County Court of Common Pleas. The appellees are Jasmine Petties ("Jasmine") and Charles Petties ("Charles"). The relevant facts are as follows.

STATEMENT OF FACTS AND THE CASE

{¶2} On October 12, 2015, Charles signed a one-year lease with the appellants for a residential property in Stark County, Ohio ("the Premises"), for a term running from October 15, 2015, through October 31, 2016. Jasmine was not named on the lease, but she lived at the Premises with Charles. After the lease term expired, the tenancy continued month to month. The appellees lived at the Premises through September 16, 2023.

{¶3} In 2023, Johnson decided to sell the Premises for financial reasons and offered Charles the first opportunity to buy it. The appellees were unable to purchase the Premises.

{¶4} On July 26, 2023, Charles texted Johnson that he had found a new place to live with a move-in date of September 15, 2023. The parties never agreed on a move-out date.

{¶5} On September 14, 2023, Johnson texted Charles: "Call me Charles. I told them you were leaving tomorrow evening now this is turning into a mess I don't understand what's going on, but you don't have 30 days."

{¶6} On September 15, 2023, Johnson posted a three-day notice on the front door of the Premises stating, "[T]he property above has been sold per our many conversations. You will need to be out by Saturday, September 16th 12pm midnight." No eviction proceedings were ever filed.

{¶7} On September 16, 2023, the appellees began moving items from the Premises into a U-Haul truck. Johnson helped with the move.

{¶8} On September 17, 2023, Johnson texted Charles, "I got to put the rest of this stuff outside." Johnson then called Jasmine and told her that the appellees had better come get their belongings because he was "trying to keep people at bay" from taking them. Members of the public were going through the appellees' belongings, which Johnson had already placed at the curb.

{¶9} Jasmine called the police and went to the Premises.

{¶10} On April 16, 2024, Jasmine filed a complaint against the appellants and two other defendants, alleging (1) a violation of R.C. 5321.15, (2) trespass, (3) negligence, (4) civil conspiracy, and (5) punitive damages. The claims against the other two defendants were later dismissed by stipulation.

{¶11} On November 15, 2024, the appellants moved for summary judgment, arguing in part that Jasmine could not maintain her claims because she was not a party to the lease.

{¶12} On December 13, 2024, Jasmine filed a memorandum in opposition to the motion for summary judgment and a motion for leave to file an amended complaint adding Charles as a plaintiff. The appellants objected, arguing that the motion was untimely, that Jasmine had conducted no discovery, and that the amendment would require new deadlines and delay trial. The appellants also stated that, if leave were denied, Jasmine could likely dismiss and refile her claims to add Charles as a plaintiff.

{¶13} On January 7, 2025, the trial court granted Jasmine leave to file an amended complaint.

{¶14} On January 15, 2025, the appellees filed an amended complaint against the appellants asserting three claims: (1) a violation of R.C. 5321.15, (2) trespass, and (3) punitive damages. The appellants did not file an answer to the amended complaint.

{¶15} On May 27, 2025, the case proceeded to a bench trial before a magistrate. Jasmine testified that a treadmill and an entertainment center were broken, that a bookbag containing an Apple Watch and jewelry was never recovered, and that other items were damaged or missing. She valued the damaged and missing items at a total of $5,790. She had no receipts and based her values on what she had paid for the items.

{¶16} On July 18, 2025, the magistrate issued a decision finding that Jasmine was a tenant and that the appellants violated R.C. 5321.15(A). The magistrate awarded the appellees $5,790 in compensatory damages, plus reasonable attorney fees and court costs, and found for the appellants on the trespass and punitive-damages claims. The trial court adopted the magistrate's decision the same day. The appellants did not file objections.

{¶17} On August 1, 2025, the appellees' counsel filed an affidavit of attorney fees and expenses.

{¶18} On August 12, 2025, the appellants requested a hearing regarding attorney fees. The trial court later set the hearing for October 20, 2025, at 11:00 a.m.

{¶19} The appellants did not appear at the scheduled time.

{¶20} On December 17, 2025, the trial court found that the appellees had established reasonable attorney fees in the amount of $6,700 plus $523 in costs and awarded them $7,223 in addition to the July 18, 2025 judgment.

{¶21} The appellants filed a notice of appeal and raised the following three assignments of error:

{¶22} "I. THE TRIAL COURT ERRED WHEN IT PERMITTED APPELLEES' COUNSEL TO AMEND HIS COMPLAINT TO ADD A NEW PARTY USING INFORMATION OBTAINED FROM BOTH CONFIDENTIAL MEDIATION AND DEFENDANT'S MOTION FOR SUMMARY JUDGEMENT [sic] AND AFTER THE CASE HAD BEEN ONGOING FOR 7 MONTHS, THE TIME FOR DISCOVERY WAS EXPIRED, AND TRIAL WAS SET WITHIN THE NEXT THIRTY DAYS."

{¶23} "II. THE TRIAL COURT ERRED BY ALLOWING APPELLEES FULL DAMAGES AT TRIAL WITH ZERO EVIDENCE, OTHER THAN TESTIMONY GUESSING WHAT ITEMS WERE MISSING AND HOW MUCH THEY WERE WORTH BY ONE OF THE APPELLEES."

{¶24} "III. THE TRIAL COURT ERRED WHEN IT GRANTED APPELLEES' COUNSEL ATTORNEYS FEES IN AN AMOUNT THAT WAS $5,000 IN EXCESS OF

WHAT HE AGREED TO WITH HIS CLIENTS IN HIS CONTINGENCY FEE AGREEMENT."

I.

{¶25} In their first assignment of error, the appellants argue that the trial court abused its discretion in granting Jasmine leave to amend her complaint to add Charles as a plaintiff. We disagree.

STANDARD OF REVIEW

{¶26} "An appellate court reviews a trial court's decision on a motion for leave to file an amended pleading under an abuse of discretion standard." *Scott Holding Co., Inc. v. Turbo Restaurants US, LLC*, 2024-Ohio-5240, ¶ 27 (5th Dist.). An abuse of discretion connotes more than an error of law or judgment; it implies that the trial court's attitude was unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

ANALYSIS

{¶27} Civ.R. 15(A) allows a party to amend once without leave early in the case. After that, "a party may amend its pleading only with the opposing party's written consent or the court's leave. The court shall freely give leave when justice so requires." Civ.R. 15(A).

{¶28} Civ.R. 15(A) "favors a liberal policy when the trial judge is confronted with a motion to amend a pleading beyond the time limit when such amendments are automatically allowed." *Wilmington Steel Prods., Inc. v. Cleveland Elec. Illum. Co.*, 60 Ohio St.3d 120, 122 (1991). A motion for leave to amend should be granted absent a finding of bad faith, undue delay, or undue prejudice to the opposing party. *Hoover v. Sumlin*, 12 Ohio St.3d 1, 6 (1984); *Turner v. Cent. Local School Dist.*, 85 Ohio St.3d 95, 99 (1999).

{¶29} In the case sub judice, the appellants argued in the trial court that the motion was untimely, that Jasmine had conducted no discovery, and that the amendment would delay trial. The trial court was within its discretion to conclude that those concerns did not outweigh the liberal amendment policy of Civ.R. 15(A). The amendment added no new claim and no new defendant; it added the named lessee as a co-plaintiff on the same claims. Leave was granted more than four months before trial, and the appellants received additional time to litigate after the amendment. The appellants' principal complaint is that the amendment undercut their argument that Jasmine lacked privity with them. But the appellants faced no obstacle after the amendment that they would not have faced had Charles been named as a plaintiff from the outset. *See Hoover* at 6-7. Indeed, the appellants acknowledged in the trial court that, if leave were denied, Jasmine could likely dismiss and refile her claims to add Charles as a plaintiff. The amendment produced the same result without the delay of a new action. Beyond that, the appellants identify no prejudice other than the additional preparation and expense of litigating against an added co-plaintiff. To the extent the appellants now contend that the amendment was improperly based on information disclosed at mediation, they did not raise that argument in the trial court, and we decline to address it for the first time on appeal. *State ex rel. Quarto Mining Co. v. Foreman*, 79 Ohio St.3d 78, 81 (1997).

{¶30} Moreover, any error would be harmless. Civ.R. 61. The magistrate independently found that Jasmine was a tenant entitled to the protections of R.C. Ch. 5321, and the appellants did not object to that finding. The appellants have not shown that the judgment would have been different had Charles not been added as a plaintiff.

{¶31} Accordingly, the trial court did not abuse its discretion in granting Jasmine leave to amend her complaint to add Charles as a plaintiff. The appellants' first assignment of error is overruled.

II.

{¶32} In their second assignment of error, the appellants argue that the trial court erred in awarding damages based solely on Jasmine's testimony. We disagree.

STANDARD OF REVIEW

{¶33} Initially, we note that the appellants did not file objections to the magistrate's decision in this case. Civ.R. 53(D)(3)(b)(iv) provides:

> Except for a claim of plain error, a party shall not assign as error on appeal the court's adoption of any factual finding or legal conclusion, whether or not specifically designated as a finding of fact or conclusion of law under Civ.R. 53(D)(3)(a)(ii), unless the party has objected to that finding or conclusion as required by Civ.R. 53(D)(3)(b).

{¶34} The magistrate's decision gave the parties the notice of this requirement that Civ.R. 53(D)(3)(a)(iii) requires. Because the appellants did not object to the magistrate's damages finding, they have forfeited all but plain error.

{¶35} In civil appeals, the plain error doctrine is not favored. It applies only in the extremely rare case involving exceptional circumstances in which an error to which no objection was made seriously affects the basic fairness, integrity, or public reputation of the judicial process, thereby challenging the legitimacy of the underlying judicial process itself. *Goldfuss v. Davidson*, 79 Ohio St.3d 116 (1997), syllabus.

ANALYSIS

{¶36} The appellants do not argue plain error, and they cannot demonstrate any error on this record because they did not file a transcript of the trial. "The duty to provide a transcript for appellate review falls upon the appellant. This is necessarily so because an appellant bears the burden of showing error by reference to matters in the record." *Knapp v. Edwards Laboratories*, 61 Ohio St.2d 197, 199 (1980).

{¶37} This principle is embodied in App.R. 9(B)(4), which provides: "If the appellant intends to present an assignment of error on appeal that a finding or conclusion is unsupported by the evidence or is contrary to the weight of the evidence, the appellant shall include in the record a transcript of proceedings that includes all evidence relevant to the findings or conclusion."

{¶38} "When portions of the transcript necessary for resolution of assigned errors are omitted from the record, the reviewing court has nothing to pass upon and thus, as to those assigned errors, the court has no choice but to presume the validity of the lower court's proceedings, and affirm." *Knapp* at 199; *accord Stark Metro. Hous. Auth. v. Summers*, 2025-Ohio-2430, ¶ 19 (5th Dist.).

{¶39} The appellants challenge the evidentiary basis for the magistrate's damages finding, so a transcript is necessary to review their assignment of error. Without one, we must presume the regularity of the proceedings below, and the appellants cannot show error, plain or otherwise.

{¶40} Accordingly, the appellants' second assignment of error is overruled.

III.

{¶41} In their third assignment of error, the appellants argue that the trial court erred in the amount of attorney fees it awarded. We disagree.

STANDARD OF REVIEW

{¶42} We review an award of attorney fees for an abuse of discretion. "It is well-settled that where a court is empowered to award attorney fees by statute, the amount of such fees is within the sound discretion of the trial court. Unless the amount of fees determined is so high or so low as to shock the conscience, an appellate court will not interfere." *Brooks v. Hurst Buick-Pontiac-Olds-GMC, Inc.*, 23 Ohio App.3d 85, 91 (12th Dist. 1985). An abuse of discretion connotes more than an error of law or judgment; it implies that the trial court's attitude was unreasonable, arbitrary, or unconscionable. *Blakemore*, 5 Ohio St.3d at 219. Because the appellants' argument presents a question of law, our conclusion would be the same under de novo review.

ANALYSIS

{¶43} R.C. 5321.15 states, in pertinent part:

> (A) No landlord of residential premises shall initiate any act, including termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated, for the purpose of recovering possession of residential premises, other than as provided in Chapters 1923., 5303., and 5321 of the Revised Code.
>
> . . .

> (C) A landlord who violates this section is liable in a civil action for all damages caused to a tenant, or to a tenant whose right to possession has terminated, together with reasonable attorneys fees.

{¶44} The appellants' sole argument is that the contingency-fee agreement between the appellees and their counsel limited the fee award to one-third of the judgment. R.C. 5321.15(C) entitles a tenant to "reasonable attorneys fees" from a landlord who violates the statute. The appellants cite no authority holding that a tenant's private fee agreement caps the reasonable fee a court may award against a landlord under R.C. 5321.15(C). The appellants' own brief acknowledges that a fee-shifting award is generally measured by the lodestar rather than the contingency percentage.

{¶45} The appellants also note that the trial court denied punitive damages, but an award of fees under R.C. 5321.15(C) depends on a violation of the statute, not on an award of punitive damages. And because the contingency-fee agreement did not limit the award, the trial court was not required to explain why it did not award fees in the contingency amount. The appellants do not otherwise challenge the hours or rate claimed.

{¶46} Accordingly, the appellants' third assignment of error is overruled.

CONCLUSION

{¶47} For the foregoing reasons, the judgment of the Stark County Court of Common Pleas is affirmed.

{¶48} Costs to the appellants.

By: Baldwin, J.

Hoffman, P.J. and

Montgomery, J. concur.