

IN THE COURT OF APPEALS OF OHIO
SIXTH APPELLATE DISTRICT
LUCAS COUNTY

Benjamin Bias

Court of Appeals No. L-25-00094

Appellee

Trial Court No. CI0202402557

v.

June Boyd, et al.

DECISION AND JUDGMENT

Appellant

Decided: November 7, 2025

* * * * *

June Boyd, appellant, pro se.

* * * * *

OSOWIK, J.

{¶ 1} Appellant, June Boyd, appeals from the April 7, 2025, Judgment Entry of Foreclosure of Land Installment Contract of the Lucas County Court of Common Pleas in favor of appellee, Benjamin Bias.

Procedural History

{¶ 2} The record establishes that Bias filed a Complaint in Foreclosure of Land Installment Contract on May 28, 2024. Boyd was a named defendant, along with the Lucas County Treasurer, Department of Public Utilities and Unknown Spouse of appellant as well as Unknown Tenants at the property address.

{¶ 3} The record also establishes that Boyd filed several pleadings on June 4, 2024, and each was construed by the court and clerk to be a responsive pleading to the complaint. Those pleadings consist of two separate letters. One is dated July 13, 2022, and ostensibly directed to Bias, in which Boyd acknowledges the existence of the land contract and refers to a social service agency that was to pay her “rent” for one year. The other pleading is a letter dated June 4, 2024, addressed to “Whom it May Concern,” in which Boyd indicates that she intended to get an attorney and that Bias and his brother had violated their responsibility to make repairs.

{¶ 4} The court docket indicates some extensive pretrial activity, including reference to the Foreclosure Magistrate and at least two “tele-mediation” sessions. Negotiations apparently were unsuccessful, and the case was returned to the regular court docket.

{¶ 5} Thereafter, Bias filed a motion for summary judgment on January 19, 2025, alleging, with supporting affidavit, that he and Boyd entered into a Land Installment Contract on August 23, 2014, and that she was in default of the terms of that contract and was owed \$27,973.75 in addition to unpaid water and sewer bills in the amount of

\$9,910.39 and unpaid property taxes in the amount of \$9,910.39 for a total amount due and owing from appellant of \$51,399.76 as of the date of the filing.

{¶ 6} On February 10, 2025, the record shows that Boyd filed a pleading in which she stated that she was “hereby responding to the motion.” In that pleading, Boyd attaches the previously filed June 13, 2022 letter to “Benjamin” as well as another letter dated October 21, 2021 addressed to “Benjamin Bias.” Nothing in this pleading responded to the material allegations of the motion for summary judgment concerning the existence of the land installment contract and unpaid amounts due and owing Bias under the terms of that contract. The trial court then granted the motion on April 7, 2025.

Appeal to this Court

{¶ 7} In her pleading before this court, Boyd “is asking the court to review carefully the circumstances relative to the property” and proceeds to set forth a litany of needed repairs to the property. She further claims that the seller “had full knowledge of the law, yet sold the property that was substandard and lacking completed work.”

{¶ 8} However, we are unable to discern any argument directed at any errors of the trial court below with respect to the April 7, 2025 judgment of foreclosure in favor of appellee.

{¶ 9} An appellant bears the burden of formulating an argument on appeal and supporting that argument with citations to the record and to legal authority. *State v. Watson*, 2009-Ohio-330, ¶ 5 (9th Dist.), citing App.R. 16(A)(7).

{¶ 10} This Court will not create an argument on behalf of an appellant. *Id.*, citing *Cardone v. Cardone*, 9th Dist. Summit No. 18349, 1998 WL 224934, *8 (May 6, 1998). If an argument exists that can support any assignment of error, it is not this court's duty to root it out. *First Nat'l Bank of Pennsylvania v. Nader*, 2017-Ohio-1482, ¶ 79-80 (9th Dist.).

{¶ 11} Nevertheless, we review summary-judgment rulings de novo. *U.S. Bank Natl. Assn. v. Down*, 2016-Ohio- 5360, ¶ 13-14 (6th Dist.).

{¶ 12} Under Civ.R. 56, summary judgment is appropriate when no genuine issue exists as to any material fact and, in viewing the evidence most strongly in favor of the nonmoving party, reasonable minds can reach only one conclusion that is adverse to the nonmoving party, entitling the moving party to judgment as a matter of law.

{¶ 13} On a motion for summary judgment, the moving party carries an initial burden of identifying specific facts in the record that demonstrate their entitlement to summary judgment. *Kaplan v. Hammond*, 2024-Ohio-2492, ¶ 20 (6th Dist.), citing *Dresher v. Burt*, 75 Ohio St.3d 280, 292–293 (1996).

{¶ 14} If the moving party fails to meet this burden, summary judgment is not appropriate; if the moving party meets this burden, the nonmoving party has the reciprocal burden to point to evidence of specific facts in the record demonstrating the existence of a genuine issue of material fact for trial. *Id.*

{¶ 15} Summary judgment is appropriate if the nonmoving party fails to meet this burden. *Id.* Bias met his initial summary-judgment burden by pointing to evidence

establishing that he and Boyd entered into a land installment contract on or about August 23, 2014, concerning the property located at 366 W. Central Ave., Toledo, Ohio. Bias admitted that the contract was not recorded. He further presented a ledger, indicating that Boyd was consistently delinquent on payments almost from the outset.

{¶ 16} Boyd's response to the motion for summary judgment did not meet her reciprocal burden to point to evidence of specific facts demonstrating the existence of a genuine issue of material fact for trial. Her responsive pleadings state that the property was sold with numerous defects, and remodeling by Bias was done without a permit. None of these arguments preclude summary judgment. *Ma v. Gomez*, 2023-Ohio-524, ¶ 81-83 (8th Dist.).

{¶ 17} It was the defendant's burden to show a genuine issue of material fact regarding Bias' claim for foreclosure of the land installment contract as a result of a breach of that contract. Considering the evidence in a light most favorable to appellant, she did not meet that burden; Bias was thus entitled to judgment as a matter of law.

{¶ 18} Therefore, the judgment of the Lucas County Court of Common Pleas is hereby affirmed. Pursuant to App.R. 24, the costs of this appeal are assessed to appellant.

Judgment affirmed.

Benjamin Bias v. June Boyd, et al.
Appeals Court No.: L-25-00094
Trial Court No.: CI0202402557

A certified copy of this entry shall constitute the mandate pursuant to App.R. 27.
See also 6th Dist.Loc.App.R. 4.

Thomas J. Osowik, J.

JUDGE

Christine E. Mayle, J.

JUDGE

Myron C. Duhart, J.
CONCUR.

JUDGE

This decision is subject to further editing by the Supreme Court of Ohio's Reporter of Decisions. Parties interested in viewing the final reported version are advised to visit the Ohio Supreme Court's web site at:
<http://www.supremecourt.ohio.gov/ROD/docs/>.