[Cite as *Ridgeway v. Select Portfolio Servicing, Inc.*, 2026-Ohio-3731.]

COURT OF APPEALS OF OHIO

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JANICE RIDGEWAY,	:	
Plaintiff-Appellant,	:	No. 115881
v.	:	
SELECT PORTFOLIO SERVICING, INC., ET AL.,	:	
Defendants-Appellees.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: REVERSED AND REMANDED
RELEASED AND JOURNALIZED: September 24, 2026

Civil Appeal from the Cuyahoga County Court of Common Pleas
Case No. CV-24-105863

Appearances:

Sam A. Zingale, *for appellant*.

Carpenter Lipps LLP, David A. Wallace, and Tyler K. Ibom, *for appellee* Select Portfolio Servicing, Inc.

EILEEN T. GALLAGHER, J.:

{¶ 1} Plaintiff-appellant Janice Ridgeway ("Ridgeway") appeals an order granting summary judgment in favor of defendant-appellee Select Portfolio Servicing, Inc. ("SPS"). She claims the following error:

> The trial court erred in granting defendant-appellee Select Portfolio Servicing Inc.'s motion for summary judgment.

{¶ 2} We find, as a matter of law, that Ridgeway is entitled to information concerning the loan that encumbers her property and that the trial court erred in granting summary judgment in favor of SPS on Ridgeway's claim for declaratory judgment. We, therefore, reverse the trial court's judgment and remand the case to the trial court to enter a judgment declaring that Ridgeway is entitled to the loan information.

I. Facts and Procedural History

{¶ 3} Ridgeway purchased a house located at 1568 East 108th Street in Cleveland ("the property") in June 2000. In November 2005, she deeded the house to Sonya Durham ("Durham"). Durham borrowed $250,750.00 from Long Beach Mortgage Company and signed a mortgage to secure payment on the loan. The mortgage encumbers the property and was later assigned with the note to U.S. Bank N.A. SPS is the servicer of the loan.

{¶ 4} In December 2006, Durham deeded the property back to Ridgeway. Ridgeway averred in the affidavit she submitted with her brief in opposition to SPS's motion for summary judgment that she had no idea that Durham allowed a mortgage lien to encumber the property during the brief period of time that the house was titled in Durham's name.

{¶ 5} Although the mortgage was never assigned to Ridgeway, she made mortgage payments to prevent foreclosure. She states in her affidavit that she was told the amount of the monthly payment, that she was instructed on how to make payments to SPS, and that she made payments to SPS until May 2024. (Ridgeway Aff. ¶ 4.)

{¶ 6} On May 9, 2024, Ridgeway received a notice that the mortgage was in default and that foreclosure was a possibility. (Ridgeway Aff. ¶ 3.) After receiving the default notice, Ridgeway contacted SPS to inquire about the terms of the mortgage loan. (Ridgeway Aff. ¶ 4.) Although SPS had previously disclosed the amount of the monthly payment, it informed Ridgeway that it could not provide her with any loan information or answer any of her questions because she was not a party to the mortgage. (Ridgeway Aff. ¶ 4.) As a result, Ridgeway filed a complaint for declaratory judgment against SPS and Durham in an effort to obtain information about the mortgage encumbering her property. In the prayer for relief, Ridgeway requested a judgment declaring that Ridgeway has an interest in the mortgage that encumbers her home and that she is entitled to information pertaining to the mortgage. She also sought monetary damages to reimburse her for all the money she has paid to SPS.

{¶ 7} Ridgeway alleged that Durham defrauded her, caused financial harm as a result of the fraud, and that Durham's actions caused mental and psychological injuries. However, Durham is not a party to this appeal; Ridgeway voluntarily dismissed her without prejudice after the court granted SPS's motion for summary judgment. Therefore, this appeal only concerns Ridgeway's claims against SPS.

{¶ 8} SPS filed a motion for summary judgment, arguing it was entitled to judgment as a matter of law because (1) there is no common-law or statutory basis for Ridgeway's claims since she is not a signatory to either the note or mortgage, and (2) the Gramm-Leach-Bliley Act ("GLBA") precludes SPS from providing Durham's personal account information to her because the GLBA prohibits the disclosure of personal account information to third parties.

{¶ 9} The trial court agreed with the arguments presented in SPS's motion and granted summary judgment in its favor. Ridgeway now appeals the trial court's judgment.

II. Law and Analysis

A. Summary Judgment

{¶ 10} Appellate review of summary judgments is de novo. *Grafton v. Ohio Edison Co.*, 77 Ohio St.3d 102, 105 (1996). Pursuant to Civ.R. 56(C), summary judgment is appropriate when (1) there is no genuine issue of material fact, (2) the moving party is entitled to judgment as a matter of law, and (3) reasonable minds can come to but one conclusion and that conclusion is adverse to the nonmoving party, the party being entitled to have the evidence construed most strongly in his or her favor. *Horton v. Harwick Chem. Corp.*, 73 Ohio St.3d 679 (1995), paragraph three of the syllabus.

{¶ 11} The party moving for summary judgment bears the burden of showing that there is no genuine issue of material fact and that he or she is entitled to judgment as a matter of law. *Dresher v. Burt*, 75 Ohio St.3d 280, 292-293 (1996). Once the moving party satisfies its burden, the nonmoving 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." Civ.R. 56(E); *Mootispaw v. Eckstein*, 76 Ohio St.3d 383, 385 (1996).

B. Declaratory Judgment

{¶ 12} Ridgeway argues she is entitled to a declaration concerning her rights and legal relations relative to the loan secured by the mortgage on her property even though she is not the named borrower because it affects her property rights.

{¶ 13} R.C. 2721.03, which governs declaratory judgments, provides, in relevant part:

> Subject to division (B) of section 2721.02 of the Revised Code, any person interested under a deed, will, written contract, or other writing constituting a contract *or* any person *whose rights, status, or other legal relations are affected by* a constitutional provision, statute, rule as defined in section 119.01 of the Revised Code, municipal ordinance, township resolution, *contract*, or franchise may have determined any question of construction or validity arising under the instrument, constitutional provision, statute, rule, ordinance, resolution, contract, or franchise and obtain a declaration of rights, status, or other legal relations under it.

(Emphasis added.)

{¶ 14} Thus, R.C. 2721.03 provides that persons who are either a party to a written contract or because his or her rights are affected by the contract may obtain a declaration regarding the construction or validity of the contract and regarding the interested person's status or legal relations under the contract.

{¶ 15} In *Lakhi v. Meritra Health Care, L.L.C.*, 2022-Ohio-3062, ¶ 17 (10th Dist.), quoting *Morgain v. Mikhail*, 2008-Ohio-4598, ¶ 66 (10th Dist.), the court expressly held that a promissory note is a valid and binding contract. Indeed, R.C. 1335.02(A)(3) defines the term "loan agreement" in part as

> one or more promises, promissory notes, agreements, undertakings, security agreements, mortgages, or other documents or commitments, or any combination of these documents or commitments, pursuant to which a financial institution loans or delays, or agrees to loan or delay, repayment of money, goods, or anything of value, or otherwise extends credit or makes a financial accommodation.

{¶ 16} Therefore, the promissory note secured by the mortgage on Ridgeway's property is a loan-agreement contract.

{¶ 17} The Declaratory Judgment Act is remedial in nature and must, therefore, be liberally construed and administered. *Highland Tavern, L.L.C. v. DeWine*, 2023-Ohio-2577, ¶ 22 ("The legislature specified in R.C. 2721.13 that '[t]he provisions of [the declaratory-judgment] chapter are remedial and shall be liberally construed and administered.'"). The purpose of the Declaratory Judgment Act is to "afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations." *Swander Ditch Landowners' Assn. v. Joint Bd. of Huron & Seneca Cty. Commrs.*, 51 Ohio St.3d 131, 134 (1990).

{¶ 18} In *Preferred Risk Ins. Co. v. Gill*, 30 Ohio St.3d 108, 111 (1987), the Ohio Supreme Court explained:

> The General Assembly intended the declaratory judgment action to be available to "any person interested" under a written contract or instrument of any nature for purposes of establishing rights and duties thereunder. Any limitation of such persons . . . to bring such an action frustrates the legislative intent.
>
> Nowhere in R.C. Chapter 2721 is there any provision which narrows the broad right conferred by R.C. 2721.03. This court is not justified in

> creating its own limitations on that right in contravention of this clearly expressed legislative purpose. This is particularly true given the mandate embodied in R.C. 2721.13, which states that "[s]ections 2721.01 to 2721.15, inclusive, of the Revised Code are remedial, and shall be liberally construed and administered."

Id.

{¶ 19} The trial court did not liberally construe the Declaratory Judgment Act. It did not consider the effect of the mortgage on Ridgeway's property or on her right to protect her property. Presumably, the trial court denied her claim pursuant to SPS's argument that the GLBA, 15 U.S.C. 6802, prohibits lenders from disclosing the personal account information of its customers to third parties.

{¶ 20} However, the GLBA does not provide an absolute bar to disclosure of customer-account information. To the contrary, 15 U.S.C. 6802(e) lists a set of exceptions to the general rule of nondisclosure. As relevant here, 15 U.S.C. 6802(e)(8) provides:

> (e) Subsections (a) and (b) shall not prohibit the disclosure of nonpublic personal information—
>
> . . .
>
> (8) to comply with Federal, State, or local laws, rules, and other applicable legal requirements; to comply with a properly authorized civil, criminal, or regulatory investigation or subpoena or summons by Federal, State, or local authorities; or to respond to judicial process or government regulatory authorities having jurisdiction over the financial institution for examination, compliance, or other purposes as authorized by law.

The key phrase is that the GBLA "shall not prohibit" disclosure "to comply with Federal, State, or local laws . . . or to respond to judicial process." Thus, if a court issues a valid order compelling production of information, the GLBA is not a defense against compliance. The exception does not create an independent right for a litigant to obtain information, nor does it require a judge to compel disclosure without adequate cause. However, Ohio's Declaratory Judgment Act creates a judicial process whereby the information may be compelled if the plaintiff demonstrates that his or her rights are affected by the contract or instrument. *Preferred Risk Ins. Co.*, 30 Ohio St.3d 108, at 111.

{¶ 21} Justice requires disclosure of the mortgage-loan information. Ridgeway has paid thousands of dollars to SPS in an effort to save her home from foreclosure. And, SPS disclosed to Ridgeway the amount of the monthly mortgage payment when it was in its interest to do so even though the monthly mortgage payment was the confidential loan information of the borrower. It is only fair that Ridgeway should discover the remaining balance and payoff amount of the loan since she has paid thousands of dollars to the loan over many years and the mortgage affects Ridgeway's property rights. The remedial nature of the Declaratory Judgment Act creates a process by which the court could compel SPS to provide the terms of the loan and the remaining balance to Ridgeway.

{¶ 22} Several cases have interpreted Section 6802(e) as allowing disclosure of protected customer information in response to civil discovery or some judicial process. For example, in *Marks v. Global Mtge. Group, Inc.*, 218 F.R.D. 492 (S.D.W. Va. 2003), plaintiffs filed a complaint alleging various statutory and common-law violations arising out of the defendants' lending, loan-brokerage, and loan-servicing practices, including violations of the Truth in Lending Act, the Equal Credit Opportunity Act, and the West Virginia Consumer Protection Act. One of the defendants objected to the magistrate judge's order compelling discovery of the nonpublic personal information of its customers. The court found that 15 U.S.C. 6802(e)(8) allowed a financial institution to disclose personal financial information of its customers to comply with a discovery request. *Id.* at 496. The court explained that the judicial-process exception was independent from, and in addition to, the exception permitting disclosure to comply with a government regulatory investigation. Thus, when a party must disclose information pursuant to a discovery request, the party is responding to judicial process.

{¶ 23} In *Tennell v. Bank of Am., N.A.*, 2020 U.S. Dist. LEXIS 78050 (D. Or. May 4, 2020), the court relied on *Marks* and held that Section 6802(e)(8) permits disclosure of private customer information in response to court-ordered discovery. The court is the gatekeeper making sure that the discovery is warranted under the circumstances of the case.

{¶ 24} In sum, the Declaratory Judgment Act is a remedial statute that must be liberally construed to afford relief from uncertainty and insecurity concerning one's rights, status, and legal relations. Although the GBLA generally requires that banking institutions keep their customer accounts confidential, there are exceptions that allow disclosure as part of a judicial process if disclosure is warranted under a law such as the Declaratory Judgment Act.

{¶ 25} Therefore, the trial court erred in granting SPS's motion for summary judgment, and the sole assignment of error is sustained.

{¶ 26} Judgment reversed and case remanded to the trial court to issue a judgment declaring that SPS must provide Ridgeway with information concerning the mortgage that encumbers the property.

It is ordered that appellant recover from appellee costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

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EILEEN T. GALLAGHER, JUDGE

MARY J. BOYLE, J., CONCURS;
LISA B. FORBES, P.J., DISSENTS (WITH SEPARATE OPINION)

LISA B. FORBES, P.J., DISSENTING:

{¶ 27} Respectfully, I dissent. I would affirm the trial court's decision granting SPS's motion for summary judgment and declining to provide Ridgeway a declaration of rights flowing from the note and mortgage entered into by Durham alone.

{¶ 28} The right to declaratory relief under R.C. Ch. 2721 is not unlimited; it is available only in prescribed circumstances. Relevant here, "[A]ny person interested under a . . . written contract, or other writing constituting a contract" may "obtain a declaration of rights, status, or other legal relations under it." R.C. 2721.03.

{¶ 29} Under certain circumstances, courts may decline to declare rights under a written instrument in response to a declaratory-judgment action. "A trial court may dismiss a complaint for declaratory judgment without addressing the merits of the case if there is (1) neither a justiciable issue nor an actual controversy between the parties requiring speedy relief, or (2) the declaratory judgment will not terminate the uncertainty or controversy." *M6 Motors, Inc. v. Nissan of N. Olmsted, L.L.C.*, 2014-Ohio-2537, ¶ 18 (8th Dist.). *See* R.C. 2721.07 ("Courts . . . may refuse to render or enter a declaratory judgment or decree . . . if the judgment or decree would not terminate the uncertainty or controversy giving rise to the action or proceeding in which the declaratory relief is sought."). *See also Miller Transp., Inc. v. Hocking Athens Perry Community Action*, 2024-Ohio-1017, ¶ 17 (10th Dist.) (Court did not err in dismissing declaratory-judgment action concerning a contract where the complaint did not allege that the plaintiff was a party or an intended third-party beneficiary to the contract.).

{¶ 30} A declaratory-judgment action must be initiated by a proper party. "'[O]nly . . . persons who are legally affected are proper parties'" to a declaratory-judgment action. *Driscoll v. Austintown Assocs.*, 42 Ohio St.2d 263, 273 (1975), quoting *Schriber Sheet Metal & Roofers v. Shook*, 64 Ohio App. 276, 285 (2d Dist. 1940). "A party is 'legally affected' if the party has a legal interest in rights that are the subject matter of the cause of action." *M6 Motors* at ¶ 33, quoting *Rumpke Sanitary Landfill, Inc. v. State*, 2010-Ohio-6037, ¶ 14. "A mere 'practical interest in the outcome of the action' is insufficient." *Deckman v. Joseph*, 2025-Ohio-2360, ¶ 28 (8th Dist.), quoting *M6 Motors* at ¶ 34 (Plaintiff-son had no legal interest in the outcome of declaratory-judgment action concerning decedent-father's life-insurance policy that did not name him as a beneficiary.). *See Driscoll* at 273 (In declaratory-judgment action attacking constitutionality of zoning as applied to a parcel of property, surrounding property owners had no legal interest impacted by the case and were not necessary defendants notwithstanding their "practical interest in the outcome.").

{¶ 31} Of significance to this dispute is the long-standing principle that a mortgage creates a security interest encumbering real estate that exists independently from ownership of that real estate. *See Chesapeake Exploration, L.L.C. v. Buell*, 2015-Ohio-4551, ¶ 87 ("A mortgage . . . does not affect the present ownership of [a] property, but creates in the mortgage holder, upon the default of the borrower, the ability to exercise rights of ownership.").

{¶ 32} It is undisputed that Ridgeway was not a party to the note or mortgage about which she asked the court to provide a declaration of her rights. Attached to SPS's motion for summary judgment, labeled exhibit Nos. 1 and 2, were documents titled "Note" and "Mortgage," respectively. During the time Durham was the title owner of the property, she borrowed money and encumbered the property with the mortgage as security for the loan reflected in the note. Only Durham signed the Note; only Durham signed the Mortgage. In her appellate brief and in her affidavit filed along with her opposition to SPS's motion for summary judgment, Ridgeway admitted that she has never been a party to any mortgage on the property. While the property was quit-claimed to Ridgeway after the creation of the loan and security interest, the face of the mortgage reveals that it was filed with the County Recorder's office prior to Ridgeway becoming the title holder. Ridgeway identified no provision in either the note or the mortgage that affords her any legal rights or obligations under either document.

{¶ 33} In light of the foregoing, while Ridgeway's residence on the property may give her a practical interest in the mortgage that encumbers it, I would find that her practical interest alone does not make her an appropriate party to this declaratory-judgment action.