

[Cite as *Asset Acceptance L.L.C. v. Brown*, 2011-Ohio-1260.]

IN THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

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|-----------------------|---|----------------------------|
| Asset Acceptance LLC, | : | |
| | : | No. 10AP-776 |
| Plaintiff-Appellee, | : | (M.C. No. 2008 CVF 041132) |
| v. | : | |
| | : | (REGULAR CALENDAR) |
| Jeffrey E. Brown, | : | |
| | : | |
| Defendant-Appellant | : | |

D E C I S I O N

Rendered on March 17, 2011

Eric T. Kohut, for appellee.

Jeffrey E. Brown, pro se.

APPEAL from the Franklin County Municipal Court.

FRENCH, J.

{¶1} Defendant-appellant, Jeffrey E. Brown ("appellant"), appeals the judgment of the Franklin County Municipal Court, which granted judgment in favor of plaintiff-appellee, Asset Acceptance LLC ("appellee"). For the following reasons, we affirm.

{¶2} In September 2008, appellee filed a complaint, alleging that appellant had entered into a credit card agreement with Washington Mutual, and that appellee was now the holder of that account. Appellant had defaulted on the credit agreement by

failing to make the required payments. Appellee sought judgment in the amount of \$903.27.

{¶3} Appellant, pro se, filed a motion to strike and a motion to dismiss appellee's complaint. Appellee opposed the motions. After an exchange of discovery, both parties filed motions for summary judgment.

{¶4} In an entry filed April 16, 2010, the court denied appellant's motion to dismiss and his motion to strike. The court also denied both parties' motions for summary judgment.

{¶5} An entry filed August 9, 2010, reflects that the court held a trial, at which both parties appeared, submitted testimony, and presented evidence. After review of that evidence and testimony, the court found in favor of appellee and against appellant in the amount of \$851.92, which represents the principal amount due, plus accrued interest.

{¶6} Appellant appealed, and he presents the following assignments of error:

[I.] *The trial court ruling was against the manifest weight of the evidence.*

[II.] *Trial court improperly ruled in favor of [appellee's] motion on the pleadings [under] Civ.R. 12(C).*

[III.] *The trial court improperly denied [appellant's] motion for Summary Judgment.*

{¶7} In his first assignment of error, appellant contends that the trial court's judgment in favor of appellee was against the manifest weight of the evidence. We note, however, that appellant did not file a transcript of the trial court proceedings. Without a transcript, we have no basis for reviewing the factual issues appellant raises.

See *Knapp v. Edwards Laboratories* (1980), 61 Ohio St.2d 197, 199 ("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").

{¶8} In any event, appellant's arguments and evidence reflect a challenge to the American banking system as a whole. Appellant does not challenge the existence of a credit card agreement with Washington Mutual, the amount of that debt or his failure to pay it. While he does challenge the propriety of appellee's current ownership of his credit account, without a transcript, we have no basis on which to question the trial court's ruling that the debt is payable to appellee. Therefore, we overrule his first assignment of error.

{¶9} In his second assignment of error, appellant contends that the trial court erred by ruling in favor of appellee's "motion on the pleadings." Appellant contends that appellee made this motion for the first time at trial, apparently contending that appellee had never filed a proper answer.

{¶10} Without a transcript, we cannot determine what arguments appellee raised at trial concerning appellant's pleadings, nor does the court's entry reflect a ruling on such a motion. The court's entry does reflect, however, that the court did not base its ruling on any alleged failure of pleading by appellant. Rather, the court reached its judgment based on the evidence and testimony presented at trial. Therefore, we overrule appellant's second assignment of error.

{¶11} In his third assignment of error, appellant contends that the trial court erred by denying his motion for summary judgment. We review de novo a trial court's decision on a motion for summary judgment.

{¶12} As he argued in his original motion, appellant contends that appellee failed to respond to his requests for interrogatories, admissions, and production of documents. In its denial of appellant's motion, the trial court concluded that appellee did not receive the requests until it received appellant's motion and then requested an additional 28 days to respond. Appellant presented no factual evidence concerning his debt to support judgment in his favor. Recognizing appellee's admission that genuine issues existed as to the amount of the debt and as to appellant's claim that all credit card companies were acting unlawfully, and also recognizing that discovery was incomplete at that time, the court properly denied summary judgment. Therefore, we overrule appellant's third assignment of error.

{¶13} As a final matter, appellant contends that forcible payment of the judgment would present a hardship for him. We note, however, that the proceeding below did not include garnishment proceedings. Therefore, the question of garnishment is not before us in this appeal.

{¶14} In conclusion, we overrule appellant's first, second, and third assignments of error. We affirm the judgment of the Franklin County Municipal Court.

Judgment affirmed.

KLATT and CONNOR, JJ., concur.
