UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO

Anthony-Cortez Webb v. Guaranteed Rate Inc.

Case No. 1:25-cv-652 (S.D. Ohio Jan. 5, 2026) · No. 1:25-cv-652 · Decided January 5, 2026

SUMMARY

The United States District Court for the Southern District of Ohio adopted a magistrate judge's Report and Recommendation and dismissed Anthony-Cortez Webb's complaint against Guaranteed Rate Inc. with prejudice. The court held that Webb failed to state plausible claims for fraudulent inducement, breach of contract, Truth in Lending Act violations, unjust enrichment, and declaratory or injunctive relief, and certified that an appeal would not be taken in good faith.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio
WRITING FOR THE COURT	Susan J. Dlott
JURISDICTION	United States District Court for the Southern District of Ohio
DECIDED	January 5, 2026
DOCKET	1:25-cv-652
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff proceeding pro se and in forma pauperis objected to a magistrate judge's Report and Recommendation recommending dismissal of the complaint under 28 U.S.C. § 1915(e)(2)(B). The district court conducted de novo review of the objection, adopted the Report and Recommendation, overruled the objection, and dismissed the complaint with prejudice.
STANDARD OF REVIEW	De novo review of specific objections to a magistrate judge's report and recommendation on a dispositive matter; complaints are reviewed under the standards applicable to dismissal under 28 U.S.C. § 1915(e)(2)(B), including whether they state a plausible claim for relief.
PRECEDENTIAL VALUE	unpublished
PARTIES	Anthony-Cortez Webb v. Guaranteed Rate Inc.

TOPICS

civil procedure | fraudulent inducement | breach of contract | consumer protection | unjust enrichment

PRACTICE AREAS

civil procedure | consumer protection | contracts | remedies

QUESTIONS PRESENTED

1. Whether the complaint stated a plausible fraudulent-inducement claim based on alleged misrepresentations and nondisclosure.
2. Whether the complaint stated a plausible breach-of-contract claim based on alleged lack of consideration.
3. Whether the complaint stated a plausible Truth in Lending Act claim.
4. Whether the complaint stated a plausible unjust-enrichment claim where the parties' relationship was governed by a note and mortgage.
5. Whether declaratory and injunctive relief constituted an independent cause of action and was available despite the failure of the substantive claims.
6. Whether dismissal with prejudice was proper under 28 U.S.C. § 1915(e)(2)(B).

HOLDINGS

1. The complaint failed to state a plausible fraudulent-inducement claim because Webb did not identify a material misrepresentation or plead facts establishing a special duty to disclose information beyond the note and mortgage.
2. The complaint failed to state a plausible breach-of-contract claim based on lack of consideration.
3. The complaint failed to state a plausible Truth in Lending Act claim.
4. The complaint failed to state a plausible unjust-enrichment claim because the note and mortgage governed the parties' relationship.
5. The request for declaratory and injunctive relief was properly treated as part of the prayer for relief rather than as an independent cause of action, and Webb was not entitled to such relief after failing to state a substantive claim.
6. A district court may dismiss an in forma pauperis complaint sua sponte when it is frivolous, malicious, or fails to state a claim upon which relief may be granted.

KEY QUOTATIONS

> *"Because the Court agrees with the Magistrate Judge that Webb failed to state a claim upon which relief can be granted, the Court will ADOPT the Report and Recommendation, OVERRULE the Objection, and DISMISS WITH PREJUDICE the Complaint."* (PageID not numbered in source)

> *"A complaint filed by a pro se plaintiff must be "liberally construed" and "held to less stringent standards than formal pleadings drafted by lawyers.""* (PageID not numbered in source)

> *"Ohio law does not allow parties to seek damages under quasi-contractual theories of recovery such as a claim of unjust enrichment when a contract governs the relationship."* (PageID not numbered in source)

FACTUAL BACKGROUND

Webb entered into a residential mortgage and promissory note with Guaranteed Rate Inc. He alleged that Guaranteed Rate misrepresented the nature of the mortgage transaction, failed to disclose material facts, lacked consideration for the contract, violated the Truth in Lending Act, and was unjustly enriched through the use, sale, securitization, or transfer of his financial instruments. The mortgage expressly granted Guaranteed Rate the right to sell the note and mortgage without prior notice, and the note indicated that Webb received a loan as consideration.

PROCEDURAL HISTORY

Webb filed a complaint alleging fraudulent inducement, breach of contract or lack of consideration, Truth in Lending Act violations, unjust enrichment, and declaratory and injunctive relief arising from a residential mortgage and note. Magistrate Judge Stephanie K. Bowman screened the complaint sua sponte and recommended dismissal under 28 U.S.C. § 1915(e)(2)(B). Webb filed an objection, which the district court overruled after concluding that the complaint failed to state a plausible claim.

DISPOSITION

dismissed

CASES CITED

- Baker v. Peterson, 67 F. App'x 308, 310 (6th Cir. 2003)
- Mira v. Marshall, 806 F.2d 636, 637 (6th Cir. 1986) (per curiam)
- Denton v. Hernandez, 504 U.S. 25, 31 (1992)
- Neitzke v. Williams, 490 U.S. 319, 327–329 (1989)
- Lawler v. Marshall, 898 F.2d 1196, 1198 (6th Cir. 1990)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007) (per curiam)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Hill v. Lappin, 630 F.3d 468, 470–471 (6th Cir. 2010)
- LaFrance v. Ralich, 230 N.E.3d 85, 93, 2023-Ohio-4291, ¶ 33 (Ohio App. 2023)
- Gascho v. Global Fitness Holdings, LLC, 863 F. Supp. 2d 677, 699 (S.D. Ohio 2012)
- Estelle v. Gamble, 429 U.S. 97, 106 (1976)