COURT OF APPEALS OF OHIO, THIRD APPELLATE DISTRICT, HANCOCK COUNTY

Capital One, N.A. v. Jones

2026-Ohio-62 · No. 5-25-14 · Decided January 12, 2026

SUMMARY

The Ohio Third District Court of Appeals affirmed summary judgment for Capital One, N.A. in an action to recover an unpaid credit card balance. The court held that Capital One was the real party in interest, that the supporting affidavit and business records were sufficiently authenticated, and that the absence of the original signed agreement did not preclude judgment. The court also rejected the appellant's discovery, sanctions, due-process, and Truth in Lending Act arguments.

CASE DETAILS

COURT	Court of Appeals of Ohio, Third Appellate District, Hancock County
WRITING FOR THE COURT	William R. Zimmerman; Juergen A. Waldick; Mark C. Miller
JURISDICTION	Ohio Court of Appeals, Third Appellate District, Hancock County
DECIDED	January 12, 2026
DOCKET	5-25-14
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendant appealed from the Findlay Municipal Court's judgment granting Capital One summary judgment on its action-on-an-account claim for unpaid credit card debt and awarding $3,731.33.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. Discovery and Civ.R. 37 sanctions rulings are reviewed for abuse of discretion. Procedural due process issues are reviewed de novo.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Aubrey M. Jones, nka Aubrey M. Victory v. Capital One, N.A.

TOPICS

summary judgment · discovery dispute · sanctions · standing · due process

PRACTICE AREAS

civil procedure · consumer credit · commercial litigation · contracts · appellate procedure

QUESTIONS PRESENTED

1. Whether Capital One established that it was the real party in interest entitled to recover the unpaid credit card balance.
2. Whether Booker's affidavit and Capital One's account records satisfied the personal-knowledge, authentication, and business-record requirements for summary judgment.
3. Whether the absence of the original signed credit-card contract required an adverse inference or barred summary judgment.
4. Whether Jones waived her Truth in Lending Act and Regulation Z arguments by failing to plead them as a counterclaim or affirmative defense.
5. Whether the trial court abused its discretion by denying Jones's motion to compel discovery and declining to impose Civ.R. 37 sanctions.
6. Whether granting summary judgment while discovery remained outstanding violated procedural due process when Jones did not invoke Civ.R. 56(F).

HOLDINGS

1. Capital One was the real party in interest because the record established that it was the original creditor, and Jones presented no evidence that securitization or assignment divested it of enforcement rights.
2. The trial court properly relied on Booker's affidavit and the accompanying account records because her personal-knowledge assertion, job responsibilities, and description of Capital One's record-keeping practices established the foundation for Civ.R. 56(E) and Evid.R. 803(6).
3. The absence of the original signed credit-card contract did not bar summary judgment or require an adverse inference because use of the credit card can establish a binding credit-card agreement, making the signed application legally immaterial to Capital One's prima facie case.
4. Jones waived her Truth in Lending Act argument because she did not plead it as a counterclaim or affirmative defense in her answer.
5. The trial court did not abuse its discretion by denying Jones's motion to compel or declining to impose Civ.R. 37 sanctions because the motion lacked the required certification of a good-faith effort to resolve the dispute, Capital One was not yet in violation of a discovery order, and Jones never specifically sought sanctions.
6. No due process violation occurred because Jones had an opportunity to respond and failed to invoke Civ.R. 56(F), which provides the procedural mechanism for obtaining a continuance to conduct discovery necessary to oppose summary judgment.

KEY QUOTATIONS

> "*Summary judgment is proper where there is no genuine issue of material fact, the moving party is entitled to judgment as a matter of law, and reasonable minds can reach but one conclusion when viewing the evidence*

> *in favor of the non-moving party, and the conclusion is adverse to the non-moving party."* (¶ 7)

> *"For a business record to be admissible under Evid.R. 803(6), the proponent must establish that the record have (1) been kept in the regular course of business; (2) stemmed from a source who had personal knowledge of the acts or events; (3) been recorded at or near the time of the transaction; and (4) its testimonial foundation provided by the custodian or some other qualified witness."* (¶ 17)

> *"Under Civ.R. 56(F), the party opposing the motion for summary judgment must provide an affidavit setting forth sufficient reasons why it cannot present sufficient facts by affidavit to support their opposition to the motion for summary judgment."* (¶ 37)

FACTUAL BACKGROUND

Capital One sued Jones to recover an unpaid credit card balance of $3,731.33. Capital One supported its summary-judgment motion with the affidavit of litigation-support representative Tieona Booker and account statements. Jones disputed Capital One's ownership and the admissibility of its evidence, sought account-specific documents and the original signed contract, and argued that unresolved discovery deprived her of a fair opportunity to defend.

PROCEDURAL HISTORY

Capital One filed an action on an account seeking $3,731.33 for unpaid credit card debt. After Jones answered, the trial court denied her motion to compel discovery and continuance, granted Capital One's motion for summary judgment, and denied Jones's untimely cross-motion for summary judgment. Jones appealed after filing a Civ.R. 60(B) motion, which remained stayed pending appeal.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The cause was remanded to the trial court for execution of the judgment for costs. Costs were assessed to the appellant.

CASES CITED

- Doe v. Shaffer, 90 Ohio St.3d 388, 390 (2000)
- State ex rel. Cassels v. Dayton City School Dist. Bd. of Edn., 69 Ohio St.3d 217, 219 (1994)
- Citibank v. Hyslop, 2014-Ohio-844, ¶ 9 (10th Dist.)
- Capital One, N.A. v. Outland, 2025-Ohio-2229, ¶¶ 12, 15-16 (8th Dist.)
- BP Metals, LLC v. Glass, 2018-Ohio-3527, ¶ 15 (3d Dist.)
- First Nat. Bank of Findlay v. Fulk, 57 Ohio App.3d 44, 47 (3d Dist. 1989)
- SMS Fin. 30, L.L.C. v. Frederick D. Harris, M.D., Inc., 2018-Ohio-2064, ¶ 17 (8th Dist.)
- HSBC Bank USA, Natl. Assn. for Citigroup Mtge. Loan, Tr. Inc. v. Webb, 2017-Ohio-9285, ¶ 10 (10th Dist.)

- TPI Asset Mgt. v. Conrad-Eiford, 2011-Ohio-1405, ¶¶ 10-19 (2d Dist.)
- Capital One Bank, N.A. v. McGee, 2013-Ohio-895, ¶¶ 11, 13, 19 (7th Dist.)
- Secretary of Veterans Affairs v. Leonhardt, 2015-Ohio-931, ¶¶ 40, 45 (3d Dist.)
- Discover Bank v. Pierce, 2014-Ohio-625, ¶¶ 14, 16 (2d Dist.)
- Capital One, N.A. v. Howard, 2024-Ohio-275, ¶ 12 (2d Dist.)
- Wixom v. Union Savs. Bank, 2006-Ohio-1216, ¶ 5 (1st Dist.)
- OhioHealth Corp. v. Bishop, 2024-Ohio-887, ¶ 22 (3d Dist.)
- Unifund CCR Partners v. Hall, 2009-Ohio-4215, ¶ 18 (10th Dist.)
- Tretola v. Tretola, 2015-Ohio-1999, ¶ 31 (3d Dist.)
- Stark v. Govt. Accounting Solutions, Inc., 2009-Ohio-5201, ¶ 14 (10th Dist.)
- Haynes v. RGF Staffing USA, 2021-Ohio-1927, ¶ 10 (3d Dist.)
- Blakemore v. Blakemore, 5 Ohio St.3d 217, 219 (1983)
- Falkenberg v. Kucharczyk, 2022-Ohio-2361, ¶¶ 32-33 (8th Dist.)
- Martin v. Becker, 2025-Ohio-2356, ¶ 41 (2d Dist.)
- Whitman v. Whitman, 2007-Ohio-4231, ¶ 15 (3d Dist.)
- Reif v. Wagenbrenner, 2011-Ohio-3597, ¶¶ 16-17 (10th Dist.)
- Robol v. Columbus, 2025-Ohio-973, ¶¶ 70-71 (10th Dist.)