

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

U.S. BANK NATIONAL ASSOCIATION,	:	APPEAL NO. C-170338
	:	TRIAL NO. A-1604684
Plaintiff-Appellee,	:	
	:	<i>JUDGMENT ENTRY.</i>
vs.	:	
	:	
ELEETRA S. MARTIN,	:	
	:	
Defendant-Appellant,	:	
	:	
and	:	
	:	
UNKNOWN SPOUSE, IF ANY, OF	:	
ELEETRA S. MARTIN, et al.	:	
	:	
Defendants.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Defendant-appellant Eleetra S. Martin appeals from a decision of the Hamilton County Court of Common Pleas granting summary judgment in favor of plaintiff-appellee U.S. Bank National Association (“U.S. Bank”) on its complaint for foreclosure. We find no merit in her two assignments of error, and we affirm the trial court’s judgment.

First, we note that Martin failed to file objections to the magistrate’s decision. When a party fails to file objections, the trial court may adopt the magistrate’s decision, unless it determines that there is an error of law or other

defect evident on the face of the magistrate's decision. *Chan v. TSAR*, 1st Dist. Hamilton No. C-070275, 2008-Ohio-1439, ¶ 7. A party shall not assign as error on appeal the court's adoption of any finding of fact or legal conclusion unless the party has objected to that finding or conclusion. If a party has not objected, this court may reverse only upon a finding of plain error, even though we generally review a trial court's decision on a motion for summary judgment de novo. *Deutsche Bank Natl. Trust Co. v. Gardner*, 10th Dist. Franklin No. 104924, 2017-Ohio-2761, ¶ 15; *Neu v. Neu*, 1st Dist. Hamilton No. C-140170, 2015-Ohio-1466, ¶ 1; *Huntington Natl. Bank v. Blount*, 8th Dist. Cuyahoga No. 98514, 2013-Ohio-3128, ¶ 10. Though Martin acted pro se, pro se litigants are bound by the same rules and procedures as those who retain counsel. *Kidz Bop LLC v. Broadhead*, 1st Dist. Hamilton No. C-140686, 2015-Ohio-3744, ¶ 13.

In her first assignment of error, Martin contends that the trial court erred in granting summary judgement in favor of U.S. Bank "as jurisdiction was never produced on the record." She argues that she only made a special appearance and did not waive jurisdiction. This assignment of error is not well taken.

R.C. 2305.01 grants common pleas courts jurisdiction over all civil cases in which the sum or matter in dispute exceeds the exclusive jurisdiction of county courts or municipal courts. *Wiegand v. Deutsche Bank Natl. Trust*, 8th Dist. Cuyahoga No. 97424, 2012-Ohio-933, ¶ 4; *Brookbank v. Gray*, 1st Dist. Hamilton No. C-930312, 1994 WL 388682, *2 (July 27, 1994). Therefore, the common pleas court had subject-matter jurisdiction and possessed the authority to enter judgment in this case. See *Wiegand* at ¶ 4; *Apollo S. & L. Co. v. Star Bank, N.A., Cincinnati*, 90 Ohio App.3d 536, 540-541, 630 N.E.2d 13 (1st Dist.1993).

OHIO FIRST DISTRICT COURT OF APPEALS

Further, because Martin was properly served, appeared before the court, and participated in the proceedings, the court acquired personal jurisdiction over her. *See State ex rel. Ballard v. O'Donnell*, 50 Ohio St.3d 182, 553 N.E.2d 650 (1990), paragraph one of the syllabus; *Collins v. Collins*, 165 Ohio App.3d 71, 2006-Ohio-181, 844 N.E.2d 910, ¶ 6 (1st Dist.). Any claim that the court lacked jurisdiction over Martin based on a “sovereign-citizen” argument is wholly frivolous. *See Garfield Hts. v. Foster*, 8th Dist. Cuyahoga No. 102965, 2016-Ohio-2834, ¶ 9; *State ex rel. Robinson v. O'Donnell*, 10th Dist. Franklin No. 15AP-225, 2015-Ohio-3987, ¶ 3; *State v. Few*, 2d Dist. Montgomery No. 25969, 2015-Ohio-2292, ¶ 6. Consequently, we overrule Martin’s first assignment of error.

In her second assignment of error, Martin contends that the trial court erred in granting summary judgment in favor of U.S. Bank. The record shows that U.S. Bank presented evidentiary materials showing (1) that it was the holder of the note and mortgage; (2) the chain of assignment and transfer since it was not the original holder; (3) that Martin was in default; (4) that all conditions precedent had been met; and (5) the amount of principal and interest due. Therefore it was entitled to summary judgment as a matter of law. *See Deutsche Bank Natl. Trust Co. v. Smith*, 1st Dist. Hamilton No. C-140514, 2015-Ohio-2961, ¶ 7; *U.S. Bank, N.A. v. Coffey*, 6th Dist. Erie No. E-11-026, 2012-Ohio-721, ¶ 26; *Wachovia Bank of Delaware v. Jackson*, 5th Dist. Stark No. 2010-CA-00291, 2011-Ohio-3203, ¶ 40-45.

Martin’s arguments are based on “sovereign citizen” and “redemptionist” theories, which courts have found to be frivolous. *See Few*, 2d Dist. Montgomery No. 25969, 2015-Ohio-2292, at ¶ 6; *Wells Fargo Bank, N.A. v. Parrish*, 10th Dist. Franklin No. 15AP-243, 2015-Ohio-4045, ¶ 15; *McLaughlin v. Citimortgage, Inc.*, 726 F.Supp.2d 201, 209-214 (D.Conn.2010). Based on the record before us, we

OHIO FIRST DISTRICT COURT OF APPEALS

cannot hold that the trial court erred in granting summary judgment in favor of U.S. Bank, much less that it committed plain error. Therefore, we overrule Martin's second assignment of error and affirm the trial court's judgment.

A certified copy of this judgment entry constitutes the mandate, which shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

MOCK, P.J., MYERS and DETERS, JJ.

To the clerk:

Enter upon the journal of the court on October 5, 2018
per order of the court _____.
Presiding Judge