

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

VELOCITY INVESTMENTS, LLC,	:	APPEAL NO.	C-250402
Plaintiff-Appellee,	:	TRIAL NO.	25CV01180
vs.	:		
RIKKI RAMSBY,	:	<i>JUDGMENT ENTRY</i>	
Defendant-Appellant.	:		

NESTOR, Judge.

This court sua sponte removes this cause from the regular calendar and places it on the court's accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); Loc.R. 11.1.

Defendant-appellant Rikki Ramsby brings this appeal challenging the trial court's grant of summary judgment in favor of Velocity Investments, LLC. After Ramsby defaulted on a loan, Velocity bought Ramsby's account from the lender and filed a complaint seeking the remaining balance. Velocity moved for summary judgment and the trial court granted its motion. Ramsby now appeals raising three assignments of error. For the reasons below, we affirm.

On October 14, 2020, Ramsby borrowed \$10,000 from Cross River Bank. Payments were to be made on the 15th of every month after, with the last payment occurring on October 15, 2025. She paid the monthly payments for the first year of the loan. After this, Ramsby failed to pay consistently, and the last payment was made February 9, 2022. Cross River Bank sold the loan to Velocity in April of 2022.

OHIO FIRST DISTRICT COURT OF APPEALS

On June 14, 2023, Velocity filed a complaint against Ramsby but voluntarily dismissed it on January 19, 2024. Velocity refiled its complaint on January 14, 2025. Ramsby answered the complaint pro se. Velocity moved for summary judgment shortly after. Velocity submitted that Ramsby had failed to make payments on the account and asked for the amount due in damages. Velocity attached a signed affidavit from a Velocity employee stating that the exhibit attached was Ramsby's loan contract, that the contract was kept in the ordinary course of business, that she defaulted on the loan in 2022 before Velocity bought the account, and that the records have been maintained so the amount due was accurate. Velocity also submitted the signed loan contract between Ramsby and Cross River Bank.

Ramsby submitted a memorandum opposing summary judgment, arguing that because Velocity voluntarily dismissed the lawsuit one year prior, it suggested Velocity did not have evidence, and she also argued that Velocity "has not demonstrated that any new evidence or legal grounds have emerged since the dismissal to now support a summary judgment." She asked the trial court to dismiss the complaint with prejudice if Velocity asked to dismiss this action because it would be a second dismissal.

She further argued that Velocity alleged she received the loan and defaulted, but Velocity did not submit a signed agreement or contract showing the terms of the agreement or provide "a valid chain of assignment showing it owns the debt and has legal standing to sue." She also contended that Velocity did not prove that the amount due was accurate.

The court granted Velocity's motion and ordered Ramsby to pay the amount due. She now appeals this judgment bringing three assignments of error. Velocity did not file a brief in this appeal.

OHIO FIRST DISTRICT COURT OF APPEALS

In the first assignment of error, Ramsby argues that summary judgment should not have been granted because there was a genuine issue of material fact as to whether she was the alleged debtor on the account. Ramsby did not argue this below. While she asserted that Velocity did not submit a signed contract showing the terms of the original loan, she did not challenge who owned the debt. Ramsby also argued that the lack of a signed contract showed that Velocity does not own the account. However, she never argued that she was not the debtor in question. Because Ramsby did not raise this argument below, it has been waived for appellate review. *See Crutcher v. Oncology/Hematology Care, Inc.*, 2022-Ohio-4105, ¶ 23 (1st Dist.), and *HSBC Bank USA, Natl. Assn. v. Banks*, 2022-Ohio-3044, ¶ 22 (8th Dist.). Accordingly, her first assignment of error is overruled.

In the second assignment of error, Ramsby argues that Velocity submitted unauthenticated documents and hearsay. She also failed to argue this issue below, so she has waived it on appeal. *See id.* Regardless, Velocity submitted a signed affidavit stating the contract was kept in the ordinary course of business. This was permissible under Evid.R. 803(6). Ramsby's second assignment of error is overruled.

Lastly, Ramsby argues that Velocity's prior voluntary dismissal limited its right to refile. Ramsby argues the trial court made a legal error by failing to consider the procedural limitations of Velocity's prior dismissal. Civ.R. 41 allows a plaintiff to dismiss all claims against a defendant by filing a notice of dismissal. Unless stated otherwise, "the dismissal is without prejudice[.]" Civ.R. 41(A)(1). When Velocity filed its motion to voluntarily dismiss in 2024, it did so without prejudice. At the time of dismissal, Ramsby had not filed any counterclaims against Velocity.

A plaintiff may "dismiss all claims asserted against a defendant by filing a notice of dismissal at any time before the commencement of trial[.]" *Klosterman v.*

OHIO FIRST DISTRICT COURT OF APPEALS

Turnkey-Ohio, LLC, 2010-Ohio-3620, ¶ 9 (10th Dist.). “The Supreme Court of Ohio has stated that a voluntary dismissal without prejudice under Civ.R. 41(A) renders the parties as if no suit had ever been filed.” *Id.* at ¶ 12, citing *Denham v. New Carlisle*, 86 Ohio St.3d 594, 596 (1999).

Ramsby is correct in asserting more than one “voluntary dismissal without prejudice is deemed a dismissal on the merits and, thus, is res judicata to the filing of the same cause of action for the third time.” *See Garr v. Columbia Polymers, Inc.*, 2016-Ohio-7555, ¶ 10 (11th Dist.), citing *Forshey v. Airborne Freight Corp.*, 142 Ohio App.3d 404, 411 (12th Dist. 2001). However, Velocity only refiled this case once, which places Velocity in the same position “as if no suit had ever been filed.” *Klosterman* at ¶ 12, citing *Denham* at 596. There was no error in allowing Velocity to refile its complaint against Ramsby.

Her third assignment of error is overruled. Having overruled all assignments of error, we affirm the judgment of the trial court below.

The court further orders that (1) a copy of this Judgment constitutes the mandate, (2) the mandate be sent to the trial court for execution under App.R. 27, and (3) costs shall be taxed under App.R. 24.

KINSLEY, P.J., and **MOORE, J.**, concur.

To the clerk:

Enter upon the journal of the court on 4/1/2026 per order of the court.

By:  _____
Administrative Judge