

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

BETHESDA HOSPITAL,	:	APPEAL NO. C-1100107
	:	TRIAL NO. A-0909038
Plaintiff-Appellee,	:	
vs.	:	
	:	<i>JUDGMENT ENTRY.</i>
KEITH GREEN,	:	
	:	
Defendant-Appellant.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. See S.Ct.R.Rep.Op. 3(A); App.R.11.1(E); and Loc.R. 11.1.1.

Defendant-appellant Keith Green appeals from the trial court's entry granting summary judgment to plaintiff-appellee Bethesda Hospital on its claim for payment of a medical bill and Green's five counterclaims.

In his first assignment of error, Green argues that the trial court erred in granting summary judgment to Bethesda Hospital on its claim for payment of a bill for emergency medical treatment it had rendered to his minor daughter. Bethesda Hospital was entitled to summary judgment on its claim because it presented evidence that it had rendered treatment to Green's daughter and no insurance information had been submitted at the time of treatment. Because R.C. 1751.60(B) and (D) permitted Bethesda Hospital to bill Green for noncovered services and also indicated that Green may be held liable for services where he has failed to act in accordance with insurance coverage, summary judgment was properly granted on its claim for payment of the medical bill. See, e.g., *Parmatown Spinal & Rehab. Ctr., Inc. v.*

*Lewis*, 8th Dist. No. 81996, 2003-Ohio-5069, ¶24-27; cf. *Grandview/Southview Hosps. v. Monie*, 2nd Dist No. 20636, 2005-Ohio-1574.

In his second assignment of error, Green argues that the trial court erred in granting summary judgment to Bethesda Hospital on his counterclaims. We disagree.

Bethesda Hospital was entitled to summary judgment on Green’s counterclaim for conversion because Bethesda Hospital garnished Green’s wages pursuant to a facially valid judgment. See *Penrod v. Pros. Attorney of Scioto Cty.* (Apr. 4, 1990), 4th Dist. Nos. 1771 and 1818; see, also, *Ahlers v. Pettinelli*, 8th Dist. No. 86257, 2006-Ohio-1199, ¶14-15. Although the trial court subsequently vacated the judgment for insufficient service of process and released the garnishment, it ordered that “all monies not yet disbursed [be] returned to” Green. The clerk of courts returned those monies to Green.

Green, furthermore, waived any claim for conversion of the remaining \$124.81 that had already been paid to Bethesda Hospital by assenting to the reimbursement procedure outlined in the trial court’s judgment entry, instead of the procedure his counsel had outlined in an earlier draft entry, which would have required Bethesda Hospital to return all of the monies garnished. See *Ahlers*, supra, at ¶16. Consequently, Bethesda Hospital was entitled to summary judgment on Green’s conversion claim.

Similarly, Bethesda Hospital was entitled to summary judgment on Green’s counterclaim for violation of the Ohio Consumer Sales Practices Act (“OCSPA”) because the documents attached to Bethesda Hospital’s complaint and motion for summary judgment showed that Bethesda Hospital was reasonable and had not engaged in any unfair or deceptive act in connection with its collection of the debt. See *Havens-Tobias v. Eagle*, 2nd Dist. No. 19562, 2003-Ohio-1561, ¶19-22.

Bethesda Hospital was, likewise, entitled to summary judgment on Green’s counterclaim for defamation. Whether the alleged statements were defamatory per se is

questionable, but in any event the statements Bethesda Hospital made in its initial complaint and garnishment proceedings, which were then published to Green's employer, were absolutely privileged as statements made in judicial proceedings which bore some reasonable relation to the proceeding. See, e.g., *M.J. DiCorpo, Inc. v. Sweeney*, 69 Ohio St.3d 497, 506, 1994-Ohio-316, 634 N.E.2d 203, 209-210; *Hecht v. Levin*, 66 Ohio St.3d 458, 460, 1993-Ohio-110, 613 N.E.2d 585; *Havens-Tobias*, supra, at ¶31.

Bethesda Hospital was also entitled to summary judgment on Green's counterclaim for violation of the Fair Debt Collection Practices Act because liability is statutorily limited to "debt collectors;" and the term "debt collector" does not include creditors, like Bethesda Hospital, who are attempting to collect debts owed directly to them. See *Natl. City Bank v. Poling*, 10th Dist. No. 04AP-711, 2005-Ohio-585, ¶4-6; see, also, *Montgomery v. Huntington Bank* (C.A.6, 2003), 346 F.3d 693, 698-699.

Because Bethesda Hospital was entitled to summary judgment as a matter of law on Green's counterclaims, he cannot recover punitive damages. As a result, the trial court properly granted judgment as a matter of law on Green's counterclaim for punitive damages. See *Niskanen v. Giant Eagle*, 122 Ohio St.3d 486, 2009-Ohio-3626, ¶12-13, 912 N.E.2d 595, citing R.C. 2315.21(C). Because Bethesda Hospital was entitled to judgment as a matter of law on Green's counterclaims, we overrule his second assignment of error, and affirm the judgment of the trial court.

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

**DINKELACKER, P.J, HILDEBRANDT and SUNDERMANN, JJ.**

To the clerk:

Enter upon the journal of the court on December 14, 2011

per order of the court \_\_\_\_\_.

Presiding Judge