



## James W. Sandy

### MEMBER

Jim Sandy has spent his legal career representing individuals, small businesses, and Fortune 500 companies in all areas of civil and commercial litigation. From prelitigation to jury and bench trials to navigating appeals, Jim helps his clients achieve their goals throughout the litigation process in an efficient and cost-effective manner. Recognizing each client and situation is unique, Jim aims to tailor a case strategy plan to fit each client's objectives.

Currently, Jim focuses on representing mortgage servicing companies, national banks, auto finance companies, and small businesses in cases involving federal and state regulatory matters, appeals in both state and federal court, consumer complaints filed with the Consumer Financial Protection Bureau, and single-plaintiff lawsuits. As an appellate advocate, Jim has appeared before all 12 state appellate courts in Ohio as well as before the Sixth Circuit Court of Appeals.

Jim has been heavily involved in significant lawsuits throughout Ohio that have shaped case law related to foreclosures and residential mortgages. For instance, Jim successfully argued on appeal that a lender can foreclose on a residential mortgage even if it is barred by the statute of limitations from enforcing the corresponding note. He also successfully argued on appeal that differences in endorsements on a promissory note does not lead to the conclusion that a lender lacked standing to foreclose.

In addition to his litigation and appellate work, Jim has assisted his clients with compliance matters to avoid future litigation, including developing an affidavit template for a client that complied with state and federal rules of evidence pertaining to electronically signed loan documents.

Jim also routinely and successfully defends lawsuits brought under the Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Ohio Consumer Sales Practices Act, Real Estate Settlement Procedures Act (RESPA), and Truth in Lending Act (TILA), in both state and federal courts.

Jim lectures on legal issues impacting real estate and residential foreclosures. He is the co-author of *The Bullet Point: An Ohio Commercial Law Bulletin*, a semimonthly publication examining recent cases of note to Ohio businesses and others with business interests in the state.

### Professional Affiliations

- Akron Bar Association Leadership Academy, 2018–2019

### Honors

- *Ohio Super Lawyers* "Rising Star" (Business Litigation), 2015–2018

### Experience

#### Obtained summary judgment in favor of client in contested foreclosure case

Represented a national bank in which a borrower filed counterclaims against the bank alleging that it fabricated her signature on her promissory note. After extensive discovery, Jim moved for summary judgment and the court granted the bank's motion.

#### Represented an international bank's American unit in a commercial breach of contract action.

The plaintiff claimed that our client had breached the terms of a conditional loan commitment to finance the purchase and renovation of a building for a Subway restaurant by withdrawing the commitment after the plaintiff spent tens of thousands of dollars repairing the property. The case proceeded to a jury trial in which we argued that our client did not breach the terms of the conditional loan commitment because the plaintiff had failed to comply with all of the conditions necessary to form a valid contract between the parties. At the close of plaintiff's evidence, we

### Service Areas

[Commercial Litigation](#)  
[Consumer Financial Services Litigation](#)

### Education

University of Cincinnati  
College of Law, J.D., 2008  
University of Dayton, B.A.,  
Communication  
Management, 2005, *cum laude*

### Admissions

Ohio  
U.S. District Court for the  
Southern District of Ohio  
U.S. District Court for the  
Northern District of Ohio  
U.S. Court of Appeals for the  
Sixth Circuit

### Office

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moved for a directed verdict which was granted by the trial court.

#### **Retained on appeal to defend judgment granted in client's favor in contested foreclosure action**

Borrower argued that a pooling and servicing agreement was not complied with and this non-compliance precluded the client from having standing to foreclose. We argued that not only did borrower lack standing to challenge the pooling and servicing agreement, but that compliance with pooling and servicing agreement is irrelevant to standing under Ohio law. The appellate court agreed with us and affirmed the decision of the trial court granting our client summary judgment.

#### **Secured summary judgment and dismissal of borrower counterclaims challenging the validity of an assignment of mortgage**

After significant discovery, including half a dozen depositions, Jim moved for summary judgment and argued: (1) that a borrower lacks standing to challenge the validity of an assignment; (2) that the assignment was not "robo-signed" because the individual who executed it had authority to do so; and (3) MERS can assign a mortgage on behalf of an entity in bankruptcy. The US District Court for the Southern District of Ohio agreed with us in all aspects and awarded our client a judgement.

#### **Successful defense of national auto finance company in warranty claim**

The plaintiff, a dissatisfied purchaser of vehicle at auction, claimed that the car did not work upon purchase and that our client had made certain implied and express warranties at the sale of the vehicle. We argued that no such warranties existed in this type of sale, and, regardless, the warranty was made to the auction company, not a third party purchaser. Ultimately resolved the case to the client's satisfaction.

#### **Successful representation of national bank in contested foreclosure case challenging the validity of an assignment of mortgage and ability to foreclose**

Borrower asserted a number of counterclaims challenging the validity of an assignment of mortgage. The borrower also contested the client's ability to foreclose based on her contention that "differences" in copies of the note attached to the complaint and to the motion for summary judgment precluded judgment in our client's favor. We successfully argued that the so-called differences were immaterial based upon our clients explanation of those differences and the trial court, and ultimately the Eighth Appellate District, agreed

#### **Successfully argued denial of borrowers' motion for temporary restraining order**

Plaintiffs filed a motion for temporary restraining order in US District Court, Southern District of Ohio, asking the court to stop a state foreclosure sale from proceeding. We successfully argued that the motion was barred by the anti-injunction act and the court agreed, and denied the borrowers' motion and thus allowed the client to proceed with sale.

#### **Successfully overturned judgment on appeal finding that client's claim was time-barred.**

Was successful in overturning an adverse judgment holding that a mortgage servicer's claim for foreclosure was time-barred.

#### **Summary judgment granted to national bank in contested foreclosure action and counterclaims suggesting HUD/FHA noncompliance**

Borrowers asserted numerous counterclaims and defenses in a contested foreclosure claiming that client failed to comply with HUD/FHA regulations prior to foreclosure and as a result, was stopped from foreclosing. After significant discovery, we moved for summary judgment, arguing that non-compliance with HUD/FHA regulations can only form a defense, not an affirmative cause of action. We also argued that our client fully complied with HUD/FHA regulations and/or was otherwise exempt from doing so. The Trumbull County Court of Common Pleas agreed and granted our client a foreclosure judgment.

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#### **Recent Publications**

November 21, 2019 [When can someone be an apparent agent for a company? The Bullet Point: Volume 3, Issue 23](#)

	The Bullet Point: An Ohio Commercial Law Bulletin
November 6, 2019	<a href="#">Does my employer have to pay for "off the clock" activity? The Bullet Point: Volume 3, Issue 22</a> The Bullet Point: An Ohio Commercial Law Bulletin
October 25, 2019	<a href="#">Can an email create a binding contract? The Bullet Point: Volume 3, Issue 21</a> The Bullet Point: An Ohio Commercial Law Bulletin
October 10, 2019	<a href="#">Can My Corporate Veil Be Pierced? The Bullet Point: Volume 3, Issue 20</a> The Bullet Point: An Ohio Commercial Law Bulletin
September 24, 2019	<a href="#">Am I a party entitled to enforce a lost promissory note? The Bullet Point: Volume 3, Issue 19</a> The Bullet Point: An Ohio Commercial Law Bulletin
August 23, 2019	<a href="#">Is my agreement enforceable under the Statute of Frauds? The Bullet Point: Volume 3, Issue 17</a> The Bullet Point: An Ohio Commercial Law Bulletin
August 7, 2019	<a href="#">Does My Lawsuit Violate the FDCPA? The Bullet Point: Volume 3, Issue 16</a> The Bullet Point: An Ohio Commercial Law Bulletin
July 24, 2019	<a href="#">Have I Been Defamed in the Newspaper? The Bullet Point: Volume 3, Issue 15</a> The Bullet Point: An Ohio Commercial Law Bulletin
July 11, 2019	<a href="#">Did my acceptance of the offer of judgment moot my class action? The Bullet Point: Volume 3, Issue 14</a> The Bullet Point: An Ohio Commercial Law Bulletin
June 27, 2019	<a href="#">Reverse Corporate Veil Piercing – Can My Company Be Liable for My Debts? The Bullet Point: Volume 3, Issue 13</a> The Bullet Point: An Ohio Commercial Law Bulletin
June 12, 2019	<a href="#">Have I Waived My Right to Arbitration? The Bullet Point: Volume 3, Issue 12</a> The Bullet Point: An Ohio Commercial Law Bulletin
May 30, 2019	<a href="#">Did the Ohio Supreme Court Just Reverse Itself? The Bullet Point: Volume 3, Issue 11</a> The Bullet Point: An Ohio Commercial Law Bulletin
May 13, 2019	<a href="#">Do my online complaints constitute defamation? The Bullet Point: Volume 3, Issue 10</a> The Bullet Point: An Ohio Commercial Law Bulletin
May 2, 2019	<a href="#">Can Class Action Arbitration Exist? The Bullet Point: Volume 3, Issue 9</a> The Bullet Point: An Ohio Commercial Law Bulletin
April 17, 2019	<a href="#">What are my Close Corporation Fiduciary Duties? The Bullet Point: Volume 3, Issue 8</a>

	The Bullet Point: An Ohio Commercial Law Bulletin
April 3, 2019	<a href="#">Does Caveat Emptor apply to my real estate sale? The Bullet Point: Volume 3, Issue 7</a> The Bullet Point: An Ohio Commercial Law Bulletin
March 20, 2019	<a href="#">Have I committed Negligence Per Se? The Bullet Point: Volume 3, Issue 6</a> The Bullet Point: An Ohio Commercial Law Bulletin
March 5, 2019	<a href="#">When can parol evidence contradict my contract? The Bullet Point: Volume 3, Issue 5</a> The Bullet Point: An Ohio Commercial Law Bulletin
February 19, 2019	<a href="#">What type of damages are recoverable under the Consumer Sales Practices Act? The Bullet Point: Volume 3, Issue 4</a> The Bullet Point: An Ohio Commercial Law Bulletin
February 6, 2019	<a href="#">Is my arbitration agreement unconscionable? The Bullet Point: Volume 3, Issue 3</a> The Bullet Point: An Ohio Commercial Law Bulletin
January 23, 2019	<a href="#">Who decides if my claim is arbitrable? The Bullet Point: Volume 3, Issue 2</a> The Bullet Point: An Ohio Commercial Law Bulletin
January 8, 2019	<a href="#">How can my company be affected by a writ of quo warranto? The Bullet Point: Volume 3, Issue 1</a> The Bullet Point: An Ohio Commercial Law Bulletin
December 18, 2018	<a href="#">Is My Unsigned Settlement Enforceable? The Bullet Point: Volume 2, Issue 25</a> The Bullet Point: An Ohio Commercial Law Bulletin
November 20, 2018	<a href="#">What is the Garn-St. Germain Act? The Bullet Point: Volume 2, Issue 24</a> The Bullet Point: An Ohio Commercial Law Bulletin
November 6, 2018	<a href="#">Is it impossible for me to perform? The Bullet Point: Volume 2, Issue 23</a> The Bullet Point: An Ohio Commercial Law Bulletin
October 23, 2018	<a href="#">Does my CGL Policy Cover That? The Bullet Point: Volume 2, Issue 22</a> The Bullet Point: An Ohio Commercial Law Bulletin
October 9, 2018	<a href="#">Can I Execute a Contract Electronically? The Bullet Point: Volume 2, Issue 21</a> The Bullet Point: An Ohio Commercial Law Bulletin
September 25, 2018	<a href="#">Does Accepting an Arbitration Award Preclude Me from Pursuing Different Claims in Court? The Bullet Point: Volume 2, Issue 20</a> The Bullet Point: An Ohio Commercial Law Bulletin
September 11, 2018	<a href="#">What is Tortious Interference? The Bullet Point: Volume 2, Issue 19</a>

	The Bullet Point: An Ohio Commercial Law Bulletin
August 28, 2018	<a href="#">Does the Savings Statute Rescue My Claim? The Bullet Point: Volume 2, Issue 18</a> The Bullet Point: An Ohio Commercial Law Bulletin
August 14, 2018	<a href="#">Has My Bank Violated the Ohio Securities Act? The Bullet Point: Volume 2, Issue 17</a> The Bullet Point: An Ohio Commercial Law Bulletin
July 31, 2018	<a href="#">Am I a "Responsible Person" for My Company's Payroll Taxes? The Bullet Point: Volume 2, Issue 16</a> The Bullet Point: An Ohio Commercial Law Bulletin
July 17, 2018	<a href="#">Is my oral agreement worth the paper it is printed on? The Bullet Point: Volume 2, Issue 15</a> The Bullet Point: An Ohio Commercial Law Bulletin
July 3, 2018	<a href="#">How Can My Corporate Veil Be Pierced? The Bullet Point: Volume 2, Issue 14</a> The Bullet Point: An Ohio Commercial Law Bulletin
June 19, 2018	<a href="#">Does My Contract Say What I Mean? The Bullet Point: Volume 2, Issue 13</a> The Bullet Point: An Ohio Commercial Law Bulletin
June 5, 2018	<a href="#">Where must I seek legal relief? The Bullet Point: Volume 2, Issue 12</a> The Bullet Point: An Ohio Commercial Law Bulletin
May 22, 2018	<a href="#">What is the "law-of-the-case"? The Bullet Point: Volume 2, Issue 11</a> The Bullet Point: An Ohio Commercial Law Bulletin
May 8, 2018	<a href="#">When can I get specific performance? The Bullet Point: Volume 2, Issue 10</a> The Bullet Point: An Ohio Commercial Law Bulletin
April 24, 2018	<a href="#">Have I economically coerced my employee? The Bullet Point: Volume 2, Issue 9</a> The Bullet Point: An Ohio Commercial Law Bulletin
April 10, 2018	<a href="#">Can I be sued for deceptive practices? The Bullet Point: Volume 2, Issue 8</a> The Bullet Point: An Ohio Commercial Law Bulletin
March 27, 2018	<a href="#">Do I Still Need to Worry About the TCPA? (Short Answer: Yes.) The Bullet Point: Volume 2, Issue 7</a> The Bullet Point: An Ohio Commercial Law Bulletin
March 13, 2018	<a href="#">Can I still seek arbitration? The Bullet Point: Volume 2, Issue 6</a> The Bullet Point: An Ohio Commercial Law Bulletin
February 27, 2018	<a href="#">Are my claims preempted? The Bullet Point: Volume 2, Issue 5</a> The Bullet Point: An Ohio Commercial Law Bulletin

- February 13, 2018 [Can I Use the Delayed-Damage Rule? The Bullet Point: Volume 2, Issue 4](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- January 30, 2018 [When is an opposing party's conduct frivolous? The Bullet Point: Volume 2, Issue 3](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- January 16, 2018 [What can I get when my contract is breached? The Bullet Point: Volume 2, Issue 2](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- January 2, 2018 [When can a third party attack an agreement? The Bullet Point: Volume 2, Issue 1](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- December 19, 2017 [Are my franchise rights protected? The Bullet Point: Volume 1, Issue 22](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- December 5, 2017 [Do I have a First Amendment right to remain anonymous? The Bullet Point: Volume 1, Issue 21](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- November 21, 2017 [When Have I Assumed the Risk? The Bullet Point: Volume 1, Issue 20](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- November 7, 2017 [What is the "adoptive business records" exception? The Bullet Point: Volume 1, Issue 19](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- 24 October 2017 [What if contract performance is impossible? The Bullet Point: Volume 1, Issue 18](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- October 10, 2017 [Who pays for the Ponzi scheme? The Bullet Point: Volume 1, Issue 17](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- September 26, 2017 [Will my apology be used against me in court? The Bullet Point: Volume 1, Issue 16](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- September 12, 2017 [Am I Liable for My Employee's Negligence? The Bullet Point: Volume 1, Issue 15](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- August 29, 2017 [Have I defamed a former employee? The Bullet Point: Volume 1, Issue 14](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- August 15, 2017 [What if the terms of my contract lead to an absurd result? The Bullet Point - Volume 1, Issue 13](#)  
The Bullet Point: An Ohio Commercial Law Bulletin

- August 1, 2017 [Does My Fax Violate the TCPA? The Bullet Point - Volume 1, Issue 12](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- July 18, 2017 [What if I'm Tricked into Signing? - The Bullet Point - Volume 1, Issue 11](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- July 5, 2017 [Where Can I Be Sued? - The Bullet Point - Volume 1, Issue 10](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- June 20, 2017 [Can "No Injury" Class Actions Exist? - The Bullet Point - Volume I, Issue 9](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- June 6, 2017 [The Bullet Point - Volume I, Issue 8](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- May 23, 2017 [The Bullet Point - Volume I, Issue 7](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- May 9, 2017 [The Bullet Point - Volume I, Issue 6](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- April 25, 2017 [The Bullet Point - Volume I, Issue 5](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- April 11, 2017 [The Bullet Point - Volume I, Issue 4](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- March 28, 2017 [The Bullet Point - Volume I, Issue 3](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- March 14, 2017 [The Bullet Point - Volume I, Issue 2](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- February 28, 2017 [The Bullet Point - Volume I, Issue 1](#)  
The Bullet Point: An Ohio Commercial Law Bulletin
- August 28, 2015 [Ohio Supreme Court Holds Actual Damages for Each Class Member Now Required](#)  
The Ohio Supreme Court has ruled that in order to bring a class action lawsuit under the Ohio Consumer Sales Practices Act ("CSPA"), R.C. Chapter 1345, and in accordance with the requirements of Civ.R. 23, *all* members of the purported class must have suffered injuries as a result of the conduct alleged in the lawsuit.  
McGlinchey Commercial Litigation Alert

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## Events

- October 16, 2019 [The State of Arbitration in Consumer Financial Services](#)  
2019 Consumer Finance Legal Conference  
New Orleans, LA

- December 20, 2018 [Advanced Civil Litigation Skills in Ohio](#)  
National Business Institute (NBI) Seminar  
Cleveland, OH
- October 18, 2018 [State of Spokeo: its Current Value and Making the Most of It](#)  
2018 Consumer Finance Legal Conference New Orleans, LA
- June 28, 2018 [The Rules of Evidence: A Practical Toolkit](#)  
Nation Business Institute (NBI) Seminar  
Cleveland, OH
- September 2, 2015 [BOOT CAMP: Foreclosure and Loan Workout Procedures](#)  
NBI Seminars  
Cleveland, OH
- September 2014 [Overcoming Standing Challenges in Foreclosures](#)  
Foreclosure Compliance: New Requirements and Advanced Issues  
NBI Seminar

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## News Results

- January 2, 2018 [McGlinchey Stafford Names Nine New Members in 2018](#)  
McGlinchey News Release
- December 12, 2017 [Five McGlinchey Stafford Attorneys Recognized in Ohio Super Lawyers 2018](#)  
McGlinchey News Release
- December 20, 2016 [Five McGlinchey Stafford Attorneys Named to Ohio Super Lawyers 2017](#)  
McGlinchey News Release
- December 9, 2015 [Four McGlinchey Stafford Attorneys Named to Ohio Super Lawyers 2016](#)  
McGlinchey News Release
- December 18, 2014 [McGlinchey Stafford Attorneys Recognized by Ohio Super Lawyers](#)  
McGlinchey News release
- June 7, 2011 [McGlinchey Stafford Welcomes James W. Sandy to Cleveland Office](#)