[Cite as *Dorsey v. McKinney Real Estate, L.L.C.*, 2026-Ohio-4529.]

IN THE COURT OF APPEALS

TWELFTH APPELLATE DISTRICT OF OHIO

BROWN COUNTY

| | | |
|---|---|---|
| JORDAN DORSEY, | : | |
| | | CASE NO. CA2026-05-009 |
| Appellee, | : | |
| | | OPINION AND |
| vs. | : | JUDGMENT ENTRY |
| | | 11/16/2026 |
| RAGAN MCKINNEY REAL ESTATE LLC, et al., | : | |
| | : | |
| Appellants. | | |
| | : | |

CIVIL APPEAL FROM BROWN COUNTY COURT OF COMMON PLEAS
Case No. 2025-0825

Jordan Dorsey, pro se.

Finney Law Firm, LLC, and Bradley M. Gibson and Casey A. Jones, for appellants.

# O P I N I O N

**SIEBERT, J.**

**{¶ 1}** Appellant, Ragan McKinney Real Estate, L.L.C. ("McKinney"), appeals from a decision from the Brown County Court of Common Pleas, arguing that the trial court did

not address its pending motion for sanctions against appellee, Jordan Dorsey.[1]

**{¶ 2}** As relevant here, after Dorsey filed his complaint, McKinney moved to dismiss the complaint and separately sought sanctions pursuant to Civ.R. 11 and R.C. 2323.51. The trial court subsequently granted McKinney's motion to dismiss but did not address the pending sanctions motion. Because a request for sanctions is collateral to the underlying action and the trial court did not rule on McKinney's motion for sanctions, we reverse and remand for the trial court to consider and rule upon that motion.

## Facts and Procedural History

**{¶ 3}** On December 23, 2025, Dorsey filed a complaint against McKinney alleging claims, among others, for breach of contract, "bad faith" breach of contract, fraud, unjust enrichment, conversion, and tortious interference with business relationships.

**{¶ 4}** On January 21, 2026, McKinney filed a motion to dismiss pursuant to Civ.R. 12(B) and a separate motion for sanctions under Civ.R. 11 and R.C. 2323.51. In support of its sanctions motion, McKinney alleged that Dorsey failed to attach to his complaint a signed Independent Contractor Agreement that purportedly governed the parties' relationship. According to McKinney, the agreement contained a mandatory arbitration provision and other terms material to the claims asserted in the complaint.

**{¶ 5}** On April 10, 2026, the trial court granted McKinney's motion to dismiss on jurisdictional grounds. The trial court decided that the case and any counterclaims are subject to binding arbitration with the American Arbitration Association. The trial court's entry, however, did not address McKinney's pending motion for sanctions.

## McKinney's Assignment of Error

**{¶ 6}** In its sole assignment of error, McKinney contends that the trial court erred

1. Pursuant to Loc.App.R. 6(A), we sua sponte remove this appeal from the accelerated calendar for purposes of issuing this opinion.

when it dismissed the action without ruling on its pending motion for sanctions.

**{¶ 7}** A motion for sanctions pursuant to Civ.R. 11 or R.C. 2323.51 is collateral to the underlying action. As a result, a trial court retains jurisdiction to adjudicate such a motion even after dismissing the underlying claims. *Williams v. NAACP*, 2019-Ohio-1897, ¶ 37 (10th Dist.).

**{¶ 8}** In this case, McKinney filed its motion for sanctions before the trial court dismissed Dorsey's complaint. Although the court subsequently dismissed the complaint, it did not resolve the pending sanctions motion. The dismissal did not deprive the court of jurisdiction to consider that motion, as the request for sanctions was collateral to the merits of Dorsey's claims. Accordingly, the trial court retained jurisdiction to determine whether sanctions were warranted under Civ.R. 11 or R.C. 2323.51.

**{¶ 9}** Ordinarily, when a trial court fails to rule on a motion, it may be presumed that the court denied the motion. *State ex rel. Cassels v. Dayton City School Dist. Bd. of Edn.*, 1994-Ohio-92, ¶ 23. However, for a trial court to deny a party an evidentiary hearing for its motion for sanctions, the motion must be on its face insufficient. *Russell v. Ryan*, 2021-Ohio-2505, ¶ 15 (10th Dist.). If the trial court affirmatively denies a motion for sanctions, it must be reviewed under the abuse of discretion standard. *Id.* at ¶ 18. Abuse of discretion implies that the court's attitude is unreasonable, arbitrary, or unconscionable. *Cassels* at ¶ 23.

**{¶ 10}** Without the trial court's affirmative judgment on whether the motion for sanctions was worthy of an evidentiary hearing, this court is unable to determine whether the trial court abused its discretion. To put it simply, this court cannot determine whether the trial court acted unreasonably, arbitrary, or unconscionably because the trial court never ruled on the motion for sanctions. We decline to presume the reasoning as to why the trial court failed to address the motion for sanctions. We express no opinion regarding

the merits of McKinney's request for sanctions. Whether sanctions are warranted under Civ.R. 11 or R.C. 2323.51 is a matter for the trial court to determine in the first instance. We hold only that the trial court was required to resolve the pending motion. Upon remand, the court shall conduct any proceedings required by law, including any hearing necessary for disposition of the motion. *See Ryan* at ¶ 15. McKinney's sole assignment of error is sustained.

**Conclusion**

**{¶ 11}** The judgment is reversed insofar as it left McKinney's motion for sanctions unresolved. This matter is remanded for the trial court to consider and rule upon the motion and to conduct any proceedings necessary for its disposition.

**{¶ 12}** Judgment reversed and remanded.

M. POWELL, P.J., and DONOVAN, J., concur.

Donovan, J., retired, of the Second Appellate District, sitting by assignment of the Chief Justice, pursuant to Section 6(C), Article IV of the Ohio Constitution.

# JUDGMENT ENTRY

The assignment of error properly before this court having been ruled upon, it is the order of this court that the judgment or final order appealed from be, and the same hereby is, reversed and remanded for further proceedings consistent with the above Opinion.

It is further ordered that a mandate be sent to the Brown County Court of Common Pleas for execution upon this judgment and that a certified copy of this Opinion and Judgment Entry shall constitute the mandate pursuant to App.R. 27.

Costs to be taxed in compliance with App.R. 24.

*/s/ Mike Powell, Presiding Judge*

*/s/ Melena S. Siebert, Judge*

*/s/ Mary E. Donovan, Judge*