[Cite as *Quest Wellness Ohio, L.L.C. v. Samuels*, 2026-Ohio-3273.]

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
MAHONING COUNTY

QUEST WELLNESS OHIO, LLC,

Plaintiff-Appellant,

v.

YOLANTA K. SAMUELS,

Defendant-Appellee.

OPINION AND JUDGMENT ENTRY
Case No. 25 MA 0120

Civil Appeal from the
Court of Common Pleas of Mahoning County, Ohio
Case No. 2021 CV 01346

BEFORE:
Carol Ann Robb, Cheryl L. Waite, Mark A. Hanni, Judges.

JUDGMENT:
Affirmed.

Atty. Steven E. Miller, Atty. Marissa R. Borschke, Amundsen Davis, LLC, for Plaintiff-Appellant and

Atty. Timothy J. Cunning, Scullin & Cunning, LLC, for Defendant-Appellee.

Dated: August 20, 2026

Robb, J.

{¶1} Appellant, Quest Wellness Ohio, LLC, appeals the trial court's December 15, 2025 judgment overruling its objections and adopting and approving the magistrate's October 9, 2025 decision. Quest argues the trial court erred by exceeding its authority on remand; heightening the requirements in the parties' lease agreement; and misapplying governing law. For the following reasons, we affirm.

Statement of the Facts and Case

{¶2} Quest Wellness Ohio, LLC filed its complaint against Yolanta K. Samuels in July of 2021. Quest rents commercial space in Youngstown, Ohio from Samuels. For count one, Quest sought declaratory judgment. It asked the court to determine it had adequately renewed the lease with Samuels, and as such, the lease was in full force and effect. (July 30, 2021 Complaint.)

{¶3} In count two, Quest claimed Samuels substantially interfered with Quest's use of the property by failing to make necessary roof repairs and by threatening eviction against Quest. Quest sought injunctive relief in count three and sought to prevent Samuels from interfering with Quest's business operations. For count four, Quest sought specific performance of the parties' lease agreement and quiet enjoyment of the premises. Quest asked the court to force Samuels to recognize Quest's notice of its intention to renew the lease for the "Second Option Renewal Period." For relief, Quest also sought compensatory damages, a temporary restraining order, preliminary and permanent injunctions, and an award of costs and attorney's fees. (July 30, 2021 Complaint.)

{¶4} Quest filed an ex parte motion for a temporary restraining order and preliminary injunction on the same day it filed its complaint. (July 30, 2021 Motion.)

{¶5} The court approved a stipulated order for a temporary restraining order, which provided Samuels consented and agreed to temporarily refrain from interrupting or interfering with Quest's "tenancy rights and quiet enjoyment of the property." During the same, Quest agreed to continue to pay rent for the property. (August 3, 2021 Stipulated Order.)

{¶6} Samuels filed an answer and counterclaim. She asked the court for declaratory judgment. She alleged Quest failed to comply with the notice provision, and thus, the lease terminated by its own terms. Samuels asked the court to deny Quest's requested relief; to determine the lease agreement ended June 30, 2021; and to grant her additional relief that may be appropriate. (September 13, 2021 Answer & Counterclaim.)

{¶7} The court set the case for a preliminary injunction hearing. The parties filed a joint stipulation of facts and legal questions presented in which they outlined the pending facts and issues before the court. Under the heading "Joint Stipulation of Facts," the parties agreed in part that Quest entered into a lease agreement with Samuels to rent space to house Quest's proposed medical marijuana dispensary business. They agreed a dispute arose as to whether Quest adequately exercised the option to renew the lease. The stipulation outlines and recognizes the parties' email communications, which are central to determining the issue of whether Quest renewed the lease. (January 28, 2022 Stipulations.)

{¶8} Samuels contends the lease expired June 30, 2021, and she began eviction proceedings the next month. In response, Quest filed this lawsuit and sought injunctive relief. The parties also agreed Quest spent "hundreds of thousands of dollars to improve" the premises to satisfy strict standards for operating a dispensary. The parties agreed Samuels had not attempted to locate a replacement tenant or retain a broker to do so. (January 28, 2022 Stipulations.)

{¶9} The magistrate issued a thirteen-page decision after a hearing on the preliminary injunction. The second section of its decision consists of nearly five pages of stipulations. The decision also contains two pages of factual findings. The factual findings include the following. Quest spent approximately $900,000 renovating the leased premises to satisfy strict dispensary requirements and for aesthetic improvements. After the renovations and the grand opening, the roof began leaking. The parties disagreed as to the cause of the leaks. "As a result of the leaks, [Quest] deferred paying rent during several intervals during the course of the lease." Quest's representative testified "it was completely inadvertent that the option [to renew] had not been exercised in complete conformity with the Lease. However, he testified that he believed that [Quest's] continued correspondence with Mrs. Samuels from April through June showed several instances in which [Quest] indicated its clear intention to exercise the option." (March 9, 2022 Magistrate's Decision.)

{¶10} The magistrate also noted on the other hand, "Mrs. Samuels testified that she gave [Quest] unequivocal notice on several occasions that the option for renewal must be exercised in conformity with the Lease, and that . . . [Quest] had not complied with the Lease." (March 9, 2022 Magistrate's Decision.)

{¶11} Under a section titled "Conclusions of Law," the magistrate concluded Quest "substantially complied with the notice provision of the Lease" based on its analysis of the parties' email communications and stipulations. The court also stated in part:

a. This is the only reasonable interpretation of the communication from Quest's counsel given the context in which the statement was made. Such context behind the April 15 email left no doubt that it was Quest's intention to continue its tenancy into the next term. The parties had been negotiating a repair of the roof and payment of the rent over the eight or nine month period prior to this; meaningful progress was made between the parties toward a global resolution of the issues between them; and the statement was patently against the interests of Quest in the event that Quest did not intend to renew the Lease.

b. Moreover, in the email dated April 15, Quest offered to repair the roof at Quest's own expense and then deduct those costs from its financial obligations under the Lease. The cost of the repair offered to be paid by Quest far exceeds the financial obligations Quest would have had for the remainder of the Lease. It is counterintuitive that Quest would offer to deduct costs from a Lease that was set to expire in the immediate future.

c. Samuels' conduct also demonstrates her certainty and understanding that Quest intended to extend the term of the Lease for the Second Renewal Option. On April 9, 2021, the Defendant notified Quest that the "roof was prepared for restoration, and I will start this process as soon as possible. The roof is warranted against leaks for a period of eighteen

(18) years." This suggested that Samuels also understood that she would be doing this work for Quest's benefit as a tenant for *years to come-not the mere weeks* that remained on the current term.

d. All of these factors created the requisite certainty for the landlord that Quest intended to renew the lease for the Second Option Renewal Period. Her own conduct is consistent with this reality.

e. Accordingly, Quest is substantially likely to succeed on the merits based on the notice provided to Samuels on April 15, 2021.

(Emphasis sic.) (March 9, 2022 Magistrate's Decision.)

{¶12} The magistrate issued a preliminary injunction and denied Samuels' request for a declaration that the lease terminated as of June 30, 2021. (March 9, 2022 Magistrate's Decision.)

{¶13} Samuels' trial counsel withdrew. Samuels filed objections to the magistrate's decision pro se. The trial court overruled the objections and adopted the magistrate's decision granting the preliminary injunction and denying Samuels' request for a declaration that the lease terminated June 30, 2021. (August 15, 2022 Judgment.)

{¶14} Quest subsequently moved the court to consolidate the preliminary injunction hearing with the trial on the merits under Civ.R. 65(B)(2). For relief, Quest asked the court to determine the merits of its claims and declare the lease in effect and that Samuels should be permanently enjoined from taking adverse action against Quest's tenancy on the premises. (November 8, 2022 Motion to Consolidate.)

{¶15} Quest then dismissed counts two and four of its complaint, i.e., its claims for breach of the covenant of quiet enjoyment and specific performance. (November 10, 2022 Notice.) This left Quest's claims seeking declaratory judgment and a permanent injunction.

{¶16} Samuels filed a binder of exhibits, which included a copy of the lease agreement and email communications between the parties. (December 5, 2022 Exhibits.) Samuels filed a written opposition to Quest's motion to consolidate and asked the court to declare the lease terminated. Samuels also filed a motion to recuse the trial court judge from presiding over the case.

{¶17} The court advised Samuels it would not consider her arguments alleging Quest was in violation of other terms of the parties' lease since she had not raised those allegations in her counterclaim. (December 7, 2022 Tr.)

{¶18} The magistrate granted Quest's motion to consolidate. He concluded the evidence presented at the February 2, 2022 preliminary hearing was sufficient to determine the pending claims and emphasized Samuels' only counterclaim was for declaratory judgment on the same issue.

{¶19} The evidence presented at the February 2, 2022 preliminary injunction hearing before the magistrate includes the following. The court acknowledged the parties' joint stipulations and exhibits were filed in advance of the hearing and provided the court with an understanding of the issues before it. The magistrate stated at the beginning of the hearing the stipulations provided the court with an understanding of the pending issues, which included whether "there was substantial compliance with the terms of the lease with regards to notice given." The other issue before the court was whether the requested injunction was in the public interest. The parties agreed with this summary. Both parties were represented by counsel at the hearing. (February 2, 2022 Tr. 5-6.)

{¶20} Herb Washington testified on direct examination. He is the CEO and majority owner of Quest Wellness, I, II, and III. He is a former owner of multiple McDonald's franchises and is familiar with leasing commercial buildings. His company, Quest, was awarded a medical marijuana license by the state of Ohio. Quest spent approximately $900,000 improving the interior and exterior of the building it leased from Samuels. The improvements took about one year to complete. Washington identified the lease and the parties' amendment to the lease as exhibits. He said Quest planned to lease the building for ten years.

{¶21} Washington described the problems with the building's roof since almost "day one." He said the ongoing leaks were concerning since water was entering his company's circuitry room. This was a major concern since Quest is required by the state to maintain its computer equipment for various reasons and would run the risk of losing its license if the state could not monitor its operations in real time.

{¶22} Washington said he communicated the leak issues to Samuels, who continuously denied the roof was leaking. He also said Samuels accused his company of causing the leaks. When the leaks went unresolved, Quest retained counsel and placed three months of lease payments in escrow with its attorney. Washington also testified that Quest offered to have the roof repaired. (Tr. 28-31.) Washington said he was getting frustrated due to the continued leaks. He said Quest would lose about seven to eight million dollars in sales if it had to shut down for a year and relocate. (Tr. 40-41.)

{¶23} At the time of Quest's attorney's email dated April 15, 2021, Washington agreed that Quest's attorney said the lease was in its second renewal option period because "he thought it was." The lease was about to expire on June 30, and the email by Quest's attorney was drafted about 75 days before. The roof repair would have cost about $25,000. Quest offered to pay for the repairs and deduct that amount from its future rent payments. Washington testified Quest offered to repair the roof, and it would not have done so if Quest was vacating the premises in a short period of time. Washington agreed this offer assumed Quest was staying in the building, and this offer made Quest's intent to stay for another lease term clear to Samuels. (Tr. 34-36.)

{¶24} On cross-examination, Washington agreed that his subcontractor made "core cuts" in the roof after leaks arose. These cuts were made to assess the condition of the roof's sublayers. Washington withheld his rent payments in part because Samuels was not responding to his concerns about the leaks. He said the business was in jeopardy. Samuels, however, insisted the roof was fine. Washington said he feels strongly Quest gave her the requisite renewal notice based on his ongoing communications about the roof at this time and since there was no indication Quest was leaving the premises. Quest offered to repair the roof, and Washington made Quest's intent to stay evident based on the parties' ongoing negotiations and communications about maintaining the building without leaks. (Tr. 55-59.)

{¶25} When asked by the court why Washington did not give Samuels the 30-day notice, he said because he thought his attorney provided it. (Tr. 66-67.) Once the roof issue was resolved, Samuels advised Washington via email it was warranted against leaks for 18 years, and Quest paid her the outstanding payments. In light of the communications at the time and the back and forth between the parties about the roof, Washington said Quest also did not issue the separate notice about renewing the lease term. He felt Quest's intent to stay was made clear via the premature statement about the lease being in the second term coupled with the negotiations about the roof. Thus, he felt it was evident Quest was electing to extend the lease for the next lease term.

{¶26} Samuels testified on direct examination that she owned the building. She said she did not promise to fix the roof because nothing was wrong with it. Instead, her email assured Quest that she would "restore" the roof to appease its concerns. The contractor she hired provided an 18-year warranty. She spent $15,000 for the restoration. She claimed that Quest's contractor destroyed the roof and caused the leaks. (Tr. 76-77.) She also asserted the leaks were caused by Quest's failure to change the air filters on the air conditioning units for three years and claimed condensation built up as a result. She also said the pipes were clogged as a result. (Tr. 106-107.)

{¶27} The court stated it would consider the evidence from the prior hearing including exhibits and the joint stipulations. In that same judgment, the trial court determined the lease had not terminated. Instead, it concluded the lease was in full force and effect and in the second renewal option period. The court entered judgment in Quest's favor and permanently restrained Samuels from interfering with Quest's tenancy rights. (December 13, 2022 Magistrate's Decision.)

{¶28} Quest filed its binder of exhibits, which included the lease agreement, communications between the parties, and certain discovery responses. (January 18, 2023 Exhibits.)

{¶29} The lease agreement is dated November 15, 2017 and states it is between Yolanta Samuels, the Landlord, and Quest Wellness Ohio II, LLC, the Tenant. The lease states in part that the premises will be used for the retail sale of medical marijuana and related products. Article 2 of the lease sets forth the agreed upon lease term and states:

> Section 2.1. <u>THE ORIGINAL TERM</u>. The original term of this Lease is for a period of three (3) months which may be referred to hereinafter as the "Initial Term" (the Initial Term, as extended by each Extension Period (as applicable), the "<u>Term</u>"). The Initial Term will begin on March 1, 2018 (the "Delivery Date"), and Landlord shall deliver sole possession of the Premises to Tenant on the Delivery Date.
>
> Section 2.2. <u>EXTENSION OPTIONS</u>. Provided that no default by Tenant exists under this Lease beyond applicable notice and cure periods

> at the time the applicable option to extend which is described below is exercised, Tenant, shall have the right to extend the Initial Term for three (3) consecutive renewal periods of three (3) years each (each an "Extension Option"), each commencing on day after the expiration of the prior term, upon the same terms and conditions as are contained in this Lease. The Extension Options shall be exercised, if at all, by written notice to Landlord given not later than the last day of the Initial Term, with respect to the first Extension Option, and not later than thirty (30) days before the end of the preceding Extension Option period, for the second and third Extension Options. If Tenant obtains its license to sell medical marijuana and related products from the State of Ohio at the Premises during the Initial Term, the Tenant shall promptly provide notice of its exercise of the first Extension Option to Landlord.

(November 15, 2017 Lease.)

{¶30} The parties extended the initial lease term to June 30, 2018 by amendment. The amendment states the first extension term would begin immediately after the initial term ended. Thus, the initial term ended June 30, 2018, and the first three-year extension term began on July 1, 2018 and ended June 30, 2021.

{¶31} Default is not a defined term in the lease agreement. The lease does not state what the Tenant is to do in the event that the Landlord is in default.

{¶32} Article 4 of the lease sets forth the agreed upon terms governing improvements and states in part:

> Section 4.1. LANDLORD'S WORK. Landlord shall be obligated to maintain the roof, exterior walls and structural parts of the Premises at Landlord's sole cost. Landlord shall deliver the Premises to Tenant with all heating and plumbing systems in good working condition and the roof watertight. Otherwise, Landlord will deliver the Premises to Tenant in its then-current "as-is" condition.

(November 15, 2017 Lease.)

{¶33} Article 10 of the lease governs defaults and remedies. It states in part under Section 10.1:

> Landlord may terminate this Lease or Tenant's right to possession under this Lease upon the happening of one or more of the following events: . . . (d) during any portion of the Term . . ., the failure of Tenant to pay an installment of rent within ten (10) days after receiving written notice of such late payment from Landlord . . . If any such claimed default (other than the payment of rent) cannot be cured within thirty (30) days, then Tenant shall have an additional period of time as is reasonably necessary to cure such default as long as Tenant begins such cure within the thirty (30) day period and continues to pursue such cure with reasonable diligence.

(November 15, 2017 Lease.)

{¶34} There is no stated "cure period" when the default is due to the failure of Tenant to pay rent. Further, the lease does not address what options the parties have when the Tenant claims the Landlord is in default for failing to provide a roof that is not "watertight."

{¶35} Article 12 of the lease sets forth the agreed upon terms governing notices under the contract. It states in part:

> Whenever under this Lease a provision is made for notice of any kind, such notice shall be in writing, and it shall be deemed sufficient notice and service thereof if . . . to Landlord, either personally delivered or sent by registered or certified mail . . . or to the place then fixed for the payment of rent. Notices shall be effective upon receipt or refusal of receipt.

(November 15, 2017 Lease.)

{¶36} Article 14 of the lease governs the parties' rights upon termination, and it states in part:

> Section 14.1. SURRENDER OF PREMISES. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Premises to Landlord.
>
> . . .
>
> Section 14.2. HOLDING OVER. In the event Tenant remains in possession of the Premises with the consent of the Landlord after the expiration of the tenancy created hereunder, and without the execution of a

> new lease or any further extension of this Lease, it shall be deemed to be occupying the Premises as a Tenant from month to month at a rental equal to 120% of the then current rental, and subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenant.

(November 15, 2017 Lease.)

{¶37} Article 17 of the lease sets forth general provisions governing the parties' agreement and states in part:

> Section 17.1. REMEDIES CUMULATIVE – NON-WAIVER. The various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute, and those rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. No delay or omission to exercise any right or power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent or continuing breach of the same covenant, term or condition. The consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
>
> . . .
>
> Section 17.9. TIME OF ESSENCE. Time shall be of the essence in the performance of every term, covenant and condition of this Lease.

(November 15, 2017 Lease.)

{¶38} An email from Boak & Sons, Inc., roofing contractor to Quest's general contractor, details its findings after inspecting the roof while installing the new roof canopy. The email dated March 15, 2019 states in part that the building had two roofs with one built on top of the other. The inspection revealed in part "that the fiberboard insulation under the existing aluminum surfaced, modified built up roof is saturated. This indicates that the existing roof has been leaking for some time. Left in place this saturated roofing will continue to leak." (Ex. 6c.)

{¶39} A letter dated January 12, 2021 from Samuels' lawyer to Quest and Washington states in part that Quest is in breach of the lease based on Quest's failure to timely pay property taxes for the building and the December 2020 and January 2021 rent payments. (Ex. 12a.)

{¶40} A separate letter dated April 18, 2021 was sent from Samuels to Quest's attorney. It states in part that Quest is in default for failing to pay its rent obligations. Samuels demanded payment within ten days or threatened to "exercise her right to terminate the Lease and evict your client." (Ex. 12b.)

{¶41} The parties stipulated to the veracity of the following emails. On April 9, 2021, Samuels emailed Quest's attorney and stated in part that Quest is in default for its failure to pay rent for the months of February, March, and April. This email also states in part "The roof is prepared already for restoration and I will start this process as soon as possible. The roof is warranted against leaks for 18 years." (Ex. B.)

{¶42} On April 14, 2021, Samuels emailed Quest's attorney regarding late lease payments. She said if she does not receive the past due rent, she will exercise her right to terminate the lease. She said Quest failed to pay rent for February through April of 2021. (Ex. 1a.)

{¶43} In response, on April 15, 2021, counsel for Quest emailed Samuels and asked for verification of the work being done on the roof. Quest's attorney said the roof continued to leak despite Samuels' assertions to the contrary and that on April 9, 2021, Samuels advised him the roof was "ready for restoration." This email states in part: "The lease is also in the Second Option renewal Period effective March 1, 2021." (Ex. 1b.)

{¶44} In this email, counsel also proposed amendments to the lease to allow Quest to pay to repair the roof. Counsel proposed an amendment to the parties' lease agreement to include a provision addressing the Landlord's default in this regard. Counsel suggested the parties agree that Quest can pay to have the roof repaired and then "deduct the costs of the repair from its financial obligations under the lease." Counsel said this change would permit Quest to "peaceably enjoy the premises as they expect." (Ex. 1b.)

{¶45} Samuels' email response dated the next day states in part:

> Your client is in Defaults 2 years and 10 Months already and Tenant knows it.
>
> . . .
>
> Unfortunately, the Lease is also not in the Second renewal period effective March 1st 2021. The First Option Extension (year 1-3) period started July 1, 2018 and is ending on June 30, 2021.
>
> The Extension Options shall be exercised, if at all, by written notice to Landlord given no later than or thirty (30) days before the end of the preceding Extension Option period, for the Second Extension Options, Section 2.2 provided that no default by Tenant exists under this Lease.
>
> I hope, we can resolve this matter without conflict and also I am looking forward to hearing from you soon.

(Ex. 1c.) Thus, according to Samuels, notice of intent to renew was due on or before May 30, 2021.

{¶46} The next email in the record is dated June 14, 2021 from Quest's counsel to Samuels. It states in part:

> Thank you for returning my call today. You have taken the position that the lease terminated due to Tenant not giving you notice of intent to renew. I have suggested that in April, I informed you that Tenant believed that it had already renewed the lease and that this was sufficient notice of intent to renew.

(Ex. 1c.)

{¶47} The trial court granted Samuels an extension of time to file objections, which she filed January 18, 2023. The trial court overruled the objections and adopted the magistrate's decision. (January 18, 2023 Judgment.)

{¶48} Samuels appealed the January 20, 2023 judgment adopting the magistrate's decision. The trial court held Quest substantially complied with the lease provision and effectively renewed the parties' lease agreement. Thus, the court held the lease was in effect and granted Quest a permanent injunction restraining Samuels from interfering with its tenancy rights. (January 20, 2023 Judgment.)

{¶49} On appeal, however, this court found plain error based on the trial court's acceptance of the parties' stipulations on a question of law. *Quest Wellness Ohio, LLC v. Samuels*, 2023-Ohio-4450, ¶ 67 (7th Dist.), hereafter referred to as "*Quest I.*" This court stated in part:

> [T]he [trial] court . . . based its determination on incorrect legal stipulations of the parties and failed to determine if substantial compliance or other equitable measures should even apply. The court completely bypassed whether the commercial lease in this case was clear and unambiguous and therefore required strict compliance. Section 2.2 of the lease is clear that Appellee was required to provide written notice to Appellant of its intent to extend into the second option period not later than 30 days before the end of the first extension option term.

Id. ¶ 70. We reversed the trial court's decision and remanded for further proceedings.

{¶50} While we suggested the lease may be clear and ambiguous requiring strict compliance, this court did not make a determination in that regard. We emphasized when the notice was required, i.e., 30 days before expiration and that the required notice had to be in writing. *Id*.

{¶51} By concluding the trial court erred by applying equitable principles based on the parties' stipulations, we left open the issue of whether those equitable principles applied, such that this issue remained undetermined on remand.

{¶52} On remand, the parties filed briefs outlining the issues to be addressed, and the trial court set the case for an evidentiary hearing to determine the following questions (1.) whether equitable principles can apply to the notice provision of the lease; (2.) if yes, whether the evidence presented weighs in favor of Quest such that its communication was sufficient to renew the lease; and (3.) absent equitable considerations, determine whether Quest provided the requisite notice and renewed the lease. (June 10, 2024 Entry on Remand.)

{¶53} Samuels obtained new counsel on remand and requested an evidentiary hearing. An evidentiary hearing was set before the magistrate for April 18, 2025, which was reset and held August 12, 2025.

{¶54} Quest filed a written closing argument. Quest contends its counsel's written statement to Samuels that the lease was in its second term, coupled with the parties' ongoing negotiations about the leaking roof and which party, if either, was in default as a result, provided Samuels sufficient notice of Quest's intent to renew. Quest asserts although its counsel's statement reflected a misunderstanding of the timing of the renewal, the meaning of the statement was clear, i.e., Quest intended to continue its tenancy. (September 25, 2025 Closing Brief.)

{¶55} Quest's closing brief also asserted Samuels was relying on formalities that do not exist in the lease and the trial court had already determined the email provided the requisite certainty for Samuels to understand that Quest intended to renew.

{¶56} The trial court decided the parties' competing claims seeking declaratory judgment based on the evidence offered at the February 2, 2022 preliminary injunction hearing. The facts are not in dispute. However, the parties disagree whether the lease was effectively renewed.

{¶57} The court's decision after remand overruled Quest's objections and adopted the magistrate's decision. The court held in part that Quest did not exercise its option to renew the lease. It found the email dated April 15, 2021 did not notify Samuels it was exercising its option to renew the lease. The court also noted the language in the email that it was a "proposal" showed the email did not constitute notice of Quest's intent to renew. The court emphasized the use of the word "proposal" showed Quest was making a suggestion. The court found equitable principles did not apply since the lease language was clear. (December 15, 2025 Judgment.)

{¶58} Additionally, the court found Quest's alleged mistake is not the type of mistake warranting equitable relief. It explained the shortcoming in this case was a result of Quest's negligence, and as such, there was no legal basis for equitable relief. The court found in favor of Samuels and denied Quest's request for a permanent injunction. It also vacated the preliminary injunction and determined the lease terminated effective June 30, 2021. The court also found Quest "has been a holdover tenant since July 1, 2021[,] and [Samuels] may proceed with a forcible entry and detainer action." (December 15, 2025 Judgment.)

{¶59} Quest appealed. Quest posted the requisite bond, and the trial court stayed the execution of its December 15, 2025 judgment and all proceedings to enforce it. The court ordered the preliminary and permanent injunctions to remain in effect during the appeal. (January 21, 2026 Stay Entry.) Quest raises four assignments of error.

Assignment of Error No. 1: Effect of this Court's Decision in *Quest I*

{¶60} Quest's first assignment of error asserts:

"The trial court erred by ignoring binding prior determinations."

{¶61} Quest alleges the trial court erred on remand by changing its analysis of the facts. Quest contends our decision in *Quest I* left the trial court's factual determinations in the August 15, 2022 judgment unaffected and the trial court was not at liberty to deviate from these determinations on remand. Samuels disagrees and claims Quest takes the language out of context.

{¶62} As stated, in *Quest I*, we found plain error based on the trial court's acceptance of the parties' stipulations on questions of law. *Id.* at ¶ 67. We stated in part:

> [T]he [trial] court . . . based its determination on incorrect legal stipulations of the parties and failed to determine if substantial compliance or other equitable measures should even apply. The court completely bypassed whether the commercial lease in this case was clear and unambiguous and therefore required strict compliance. Section 2.2 of the lease is clear that Appellee was required to provide written notice to Appellant of its intent to extend into the second option period not later than 30 days before the end of the first extension option term.

Id. ¶ 70. We reversed the trial court's decision and remanded for further proceedings.

{¶63} Quest argues the following determinations remained intact after *Quest I*: (1.) the court's statement that Quest's counsel's email "created the requisite certainty for the landlord that Quest intended to renew the Lease for the Second Option Renewal period;" (2.) this "is the only reasonable interpretation of the [email] communication given the context in which the statement was made;" and (3.) this email left "no doubt" as to Quest's intent to continue its tenancy. We disagree.

{¶64} The statements Quest now relies on from the trial court's August 15, 2022 judgment were made by the court under a section titled "Conclusions of Law" when it was analyzing whether Quest "substantially complied" with the 30-day notice provision. The trial court's conclusions quoted by Quest were part of its analysis of the erroneous stipulation of law.

{¶65} Moreover, the trial court did not find Quest satisfied the notice provision in its August 15, 2022 judgment. Instead, these statements were made by the trial court in support of its conclusion that Quest intended to renew its lease when construing the email in the context of the parties' ongoing negotiations regarding the roof. In fact, the court noted "Mr. Washington testified that it was entirely inadvertent that the option had not been exercised in complete conformity with the Lease." (August 15, 2022 Judgment.)

{¶66} Because the trial court's statements that Quest now attempts to rely on were made upon applying the erroneous and improper stipulation of law, the trial court's findings in this regard were not binding on remand. Quest's first assignment of error lacks merit.

Assignment of Error No. 2: Application of the Lease Language

{¶67} Quest's second assignment of error asserts:

"The trial court erred by improperly adding requirements not found in the contract."

{¶68} Quest asserts the trial court added heightened requirements for the lease renewal not contained in the lease agreement. Quest contends the court erred by applying these requirements in its analysis, and as such, the April 15, 2021 email from Quest's counsel to Samuels was sufficient notice of Quest's intent to renew.

{¶69} Quest alleges the trial court held it was required to mirror its prior notice of intent to renew. Quest's first notice to renew was a formal written notice captioned "Notice of Extension of Lease." It included language clearly stating Quest was notifying Samuels it was electing to exercise its right to renew the lease. The notice was a formal writing that was dated and signed by Washington.

{¶70} Samuels disagrees. She urges us to find that the erroneous statement by Quest's attorney that the lease was in the second option period cannot be reasonably construed as notifying her that Quest wanted to renew its lease.

{¶71} The construction of written contracts, including lease agreements, in a declaratory judgment action present a legal issue, which we review de novo and without deference to the trial court's decision. *Graham v. Drydock Coal Co.,* 76 Ohio St.3d 311, 313 (1996), quoting *Alexander v. Buckeye Pipe Line Co.,* 53 Ohio St.2d 241 (1978), paragraph one of the syllabus; *Arnott v. Arnott*, 2012-Ohio-3208, ¶ 13-14.

{¶72} "The purpose of contract construction is to effectuate the intent of the parties," and that intent "is presumed to reside in the language they chose to employ in the agreement." *Kelly v. Med. Life Ins. Co.*, 31 Ohio St.3d 130, 132 (1987). Thus, courts must apply the plain language of the writing to determine the parties' intent. *LRC Realty, Inc. v. B.E.B. Props.*, 2020-Ohio-3196, ¶ 17.

{¶73} When a contract is unambiguous, courts cannot rewrite the terms to reach a desired or more equitable result. *Shifrin v. Forest City Ents., Inc.*, 64 Ohio St.3d 635, 638 (1992). Extrinsic evidence will only be considered when the language of the agreement is unclear or when the circumstances surrounding the agreement show the words have special meaning. *Id.*

{¶74} Further, an agreement must be read as a whole and words or phrases should not be read in isolation. *Dominish v. Nationwide Ins. Co.*, 2011-Ohio-4102, ¶ 8. The fact that a term is undefined does not make it ambiguous. *Nationwide Mut. Fire Ins. Co. v. Guman Bros. Farm*, 73 Ohio St.3d 107, 108 (1995). Common, undefined words in a written instrument "will be given their ordinary meaning unless manifest absurdity results, or some other meaning is clearly evidenced from the face or overall contents of the instrument." *Alexander v. Buckeye Pipe Line Co.*, 53 Ohio St.2d 241 (1978), paragraph two of the syllabus.

{¶75} As stated, Section 2.2 of the parties' lease agreement states in pertinent part:

> Tenant, shall have the right to extend the Initial Term for three (3) consecutive renewal periods of three (3) years each (each an "Extension Option"), each commencing on the day after the expiration of the prior term, upon the same terms and conditions as are contained in this Lease. *The Extension Options shall be exercised, if at all, by written notice to Landlord*

> *given . . . not later than thirty (30) days before the end of the preceding Extension Option period*, for the second and third Extension Options.

(Emphasis added.)

{¶76} Notice is not defined in the lease. Notice in this context means "definite legal cognizance, actual or constructive, of an existing right or title <under the lease, the tenant must give the landlord written notice 30 days before vacating the premises>." NOTICE*, Black's Law Dictionary* (12th ed. 2024).

{¶77} Cognizance means "knowledge, awareness," for example, she "had no cognizance of the situation." https://www.merriam-webster.com/dictionary/cognizance accessed April 16, 2026.

{¶78} Quest alleges it satisfied the requirement that it provided written notice to Samuels of its decision to exercise the extension option within the requisite 30-day period via its counsel's April 15, 2021 email. We disagree.

{¶79} Although this email was given within the requisite time period, i.e., 30 days before expiration of the prior term, the email did not communicate that Quest was exercising its right to renew the lease. The email by counsel mistakenly said the lease was already in the second renewal option period—it did not convey Quest was going to exercise the right to renew or wanted to renew the lease for another term.

{¶80} We agree that the lease agreement does not require a formal letter detailing Quest's intent to renew. The only requirements are that the notice is written, timely, and provided to Samuels. A plain reading of the lease and the renewal provision show Quest was required to provide a written communication to Samuels that made her aware that Quest intended to renew the lease for another term.

{¶81} Counsel's April 15, 2021 email did not communicate an intent to renew, but incorrectly stated the parties were in the second lease term. Had the email stated Quest plans to renew the lease with a misstatement of the date of renewal, we could construe said writing as notice of its intent to renew. This writing did not convey an intent to renew.

{¶82} Quest argues its ongoing negotiations about the roof, its attorney's suggestion that it pay to have the roof repaired in lieu of paying rent, plus the lawyer's erroneous statement the lease had already renewed, collectively gave Samuels sufficient notice of its intent to renew. We disagree. While this is one inference that can be drawn from these facts, one could also reasonably infer that Quest's failure to provide unequivocal notice of its intent to renew could be construed as showing Quest did not plan to renew in light of the ongoing complaints about the leaking roof.

{¶83} The parties' dispute and negotiations as to one another's competing claims of default did not eliminate the lease requirement that Quest was required to give Samuels 30 days' notice of its intent to renew. Accordingly, this assigned error lacks merit.

Assignment of Error No. 3: Scope of Declaratory Judgment

{¶84} Quest's assignment of error number three states:

"The trial court erred by exceeding its authority and deciding issues not properly presented, and Quest should not be bound by those rulings."

{¶85} Quest asserts the trial court's judgment issued after remand exceeded the authority and scope of our remand order in *Quest I*. Quest contends the court's determinations finding the lease terminated as of June 30, 2021, deeming Quest a "holdover tenant," and finding Samuels may proceed with a forcible entry and detainer action exceeded the narrow scope of this court's remand in violation of Quest's right to due process.

{¶86} Quest asserts this court's decision in *Quest I* limited the issues on remand to determining whether Quest effectively conveyed notice of its intent to renew the parties' lease, and if not, whether equitable principles applied. Quest claims the trial court on remand improperly revived Samuels' previously dismissed counterclaim.

{¶87} Samuels counters that due to the expiration of the lease via its own terms, Quest also became a holdover tenant automatically as a matter of law. As a result, she asserts she was authorized under R.C. 1923.02(A) to commence an eviction action against Quest. Thus, the court merely identified the consequences flowing from Quest's failure to renew the lease—it did not grant Samuels affirmative relief.

{¶88} The Declaratory Judgment Act was enacted to provide a remedy where either none exists because a cause of action has not yet accrued or "the assertion of legal rights is dependent upon the act of a third party or upon the passage of time. Its basic purpose . . . is to relieve parties from acting at their own peril in order to establish their legal rights." (Citations omitted.) *Gray v. Willey Freightways, Inc.*, 89 Ohio App.3d 355, 362 (6th Dist. 1993). The Act is to be liberally construed. R.C. 2721.13.

{¶89} When declaratory relief is sought under Chapter 2721 of the Ohio Revised Code, "all persons who have or claim any interest that would be affected by the declaration shall be made parties to the action or proceeding." R.C. 2721.12(A). And R.C. 2721.03 states in part:

> [A]ny person interested under a deed, will, written contract, or other writing constituting a contract or any person whose rights, status, or other legal relations are affected by a . . . contract . . . may have determined any question of construction or validity arising under the instrument, . . . and obtain a declaration of rights, status, or other legal relations under it.

{¶90} Regardless of the existence of an affirmative claim for relief, a party may ask the trial court to make a determination as to their respective rights and responsibilities. Thus, a named party need not assert an affirmative claim for declaratory relief to raise and seek a competing determination of the particular writing. *See Bednarz v. Henderson Family Enterprises, Ltd.*, 2026-Ohio-1297 (7th Dist.), ¶ 129-134.

{¶91} Under the conclusion section of the trial court's December 15, 2025 judgment appealed, the court found Quest failed to exercise its right to renew the lease. The court also vacated the preliminary injunction and denied Quest's relief for a permanent injunction. Additionally, the trial court found the lease terminated as of June 30, 2021. It also noted Quest has been a holdover tenant since July 1, 2021 and stated Samuels may proceed with a forcible entry and detainer action. (December 15, 2025 Judgment.)

{¶92} Quest emphasizes the hearing on remand was not on forcible entry and detainer; did not address if Quest was a holdover tenant; and did not consider whether back rent is due or owed. Thus, the trial court's ostensible conclusions on these issues deprived Quest the opportunity to defend against the same and constitutes an error of law.

{¶93} Quest emphasizes that because the preliminary injunction in Quest's favor was left unaffected by *Quest I*, which prohibited Samuels from evicting Quest during the proceedings, Quest was a lawful tenant for the duration of the case. Consequently, the trial court's conclusion that Quest constituted a "holdover tenant" was not only wrong, but also a determination that required particular findings on an issue that was not asserted, litigated, or established by evidence. We disagree.

{¶94} As Samuels contends, the trial court was well within its discretion to determine the parties' lease terminated or expired by its own terms as of June 30, 2021. This determination was intrinsically connected and was a reasonable and logical conclusion flowing from the court's decision finding Quest failed to renew the lease. The issue was likewise raised and argued by the parties. Thus, the trial court's conclusion that the parties' lease ended on June 30, 2021 was not erroneous.

{¶95} As for the trial court's findings that Quest "has been a holdover tenant since July 1, 2021[, and Samuels] may proceed with a forcible entry and detainer action," we disagree the court erred by making these determinations.

{¶96} As stated, Samuels filed an answer and counterclaim. She alleged Quest failed to comply with the notice provision, and thus, the lease terminated by its own terms. Samuels asked the court to deny Quest's requested relief; to find the lease agreement ended on June 30, 2021; and to grant her additional relief that may be appropriate. (September 13, 2021 Answer & Counterclaim.) Samuels did not seek a determination that Quest was a holdover tenant or mention that term in her pleading. She likewise did not mention the terms forcible entry and detainer or explicitly seek that relief in her counterclaim.

{¶97} Moreover, a review of this court's December 7, 2023 decision in this case does not reflect arguments about whether Quest would constitute a holdover tenant or face a forcible entry and detainer action upon a finding that Quest had not effectively renewed the lease.

{¶98} Nevertheless, the trial court's statements referring to Quest as a holdover tenant and stating Samuels may pursue forcible entry and detainer proceedings were not final determinations of these issues. The court did not award damages or rule on the merits of a forcible entry and detainer case, but suggested in dicta these were the possible next steps in this case.

{¶99} Moreover, the preliminary injunction delayed any possible forcible entry and detainer action so that irreparable harm did not occur during the underlying proceedings.

CS/RW Westlake Indoor Storage, L.L.C. v. Russo, 2016-Ohio-2845, ¶ 24 (8th Dist.). In light of the foregoing, this assigned error lacks merit.

Assignment of Error No. 4: Ohio Supreme Court's Decision in *SuperAsh*

{¶100} Quest's fourth and final assignment of error contends:

"The trial court erred by misapplying the Ohio Supreme Court's decision in *Ashland Global Holdings Inc. v. Superash Remainderman, Ltd*."

{¶101} Quest argues the trial court misapplied the Ohio Supreme Court's precedent in *Ashland Glob. Holdings, Inc. v. SuperAsh Remainderman, Ltd. Partnership*, 2025-Ohio-2835, and urges us to conclude that equity strongly favors preserving the lease renewal.

{¶102} Samuels, on the other hand, asserts the trial court correctly applied *SuperAsh* and that Quest's negligence in failing to timely renew the lease does not warrant the application of equitable principles or relief. We agree with Samuels and find no error.

{¶103} In *SuperAsh,* the Ohio Supreme Court addressed a certified conflict on the issue of whether a court may "equitably renew a written lease in contradiction to the express, unambiguous renewal condition of the lease." *Id.* at ¶ 14. The court held time constraints in renewal leases must be construed as written because they are essentially offers or agreements to hold open an offer for a predetermined amount of time. And with offers, time is of the essence. *Id*. at ¶ 15.

{¶104} The *SuperAsh* Court further held the only principles of equity that apply in this context are when traditional grounds for equitable relief exist, e.g., mistake, fraud, misrepresentation, waiver, or duress. *Id*. at ¶ 16. The court explained that a mistake in this context is not one's failure to exercise ordinary care. "A party's [own] negligence is not a basis for equitable relief." *Id*. at ¶ 22. Instead, mistake warranting relief in this context means the misunderstanding of the terms of the contract at the time of formation, "not negligence or other mistaken beliefs that arise after the parties have entered the contract." *Id*. at ¶ 26.

{¶105} Ashland, the tenant and plaintiff in *SuperAsh*, had its lease renewal notice prepared in a timely manner but failed to deliver it to SuperAsh, the landlord. The Supreme Court found Ashland's failure to timely renew its leases was due to its own negligence. The failure to timely deliver notice of renewal was not a "mistaken belief about a fundamental assumption underlying the leases, or even what the leases required for exercising the renewal option." *Id.* at ¶ 28. Instead, Ashland's alleged mistake was a misunderstanding of its own conduct, i.e., whether it complied with the lease renewal requirements. Because its failure to deliver notice of renewal was via its failure to exercise reasonable care, equitable relief was not warranted. *Id.* ¶ 28-30.

{¶106} Quest acknowledges its attorney's email was less than perfect notice that it was renewing its lease, but contends the *SuperAsh* decision urges courts to find notice was given and sufficient. We disagree.

{¶107} As detailed under the Statement of the Facts and Case, Quest's attorney's April 15, 2021 email to Samuels was sent about 75 days before the lease was set to expire on June 30, 2021. Counsel's April 15, 2021 email was in response to Samuels' April 14, 2021 email seeking outstanding payment for rent from Quest, and claiming Quest was in default.

{¶108} Quest's email states the roof was still leaking and asks Samuels to identify the scope of the proposed roof repairs. Counsel stated in part that he was "proposing" the following to Quest and Samuels as a possible solution to their ongoing issues about the roof leaking. Counsel proposed Quest would pay the past due rent payments, and in exchange, the parties would amend the lease to allow Quest to pay for roof repairs and "deduct the costs of the repair from its financial obligations under the lease." As part of this proposal, counsel mistakenly stated in part "The lease is also in the Second Option renewal Period effective March 1, 2021." (Ex. 1b.)

{¶109} Quest had an obligation to provide Samuels written notice sufficient to provide her with knowledge of its intent to renew the lease. Its attorney's email did not satisfy this requirement. It did not impute Samuels with knowledge of its intent to renew.

{¶110} The lease does not contain a clause governing the parties' conduct and Quest's notice to renew obligation when there is an allegation of default and threat to terminate the lease. Thus, Quest's notice of intent to renew obligation remained despite the competing claims of default.

{¶111} Although the email was timely since it was provided more than 30 days before the prior lease term expired, the email recites counsel's erroneous belief that the parties' lease agreement was already in the second renewal period. The email does not state Quest wants to renew, that Quest is renewing, or that the email constitutes notice of Quest's intent to renew the lease for another term.

{¶112} Quest's alleged mistake that it had given the requisite notice of its intent to renew the lease is not the "mistake" the law allows to invoke principles of equity. "[I]t is not this court's function to rewrite the rules of equity to excuse a party's failure to comply with the terms of its own agreement." *SuperAsh* at ¶ 26. This assignment of error lacks merit.

Conclusion

{¶113} Quest's assignments of error lack merit, and the trial court's judgment is affirmed.

Waite, P.J., concurs.

Hanni, J., concurs.

For the reasons stated in the Opinion rendered herein, the assignments of error are overruled and it is the final judgment and order of this Court that the judgment of the Court of Common Pleas of Mahoning County, Ohio, is affirmed. Costs to be taxed against the Appellant.

A certified copy of this opinion and judgment entry shall constitute the mandate in this case pursuant to Rule 27 of the Rules of Appellate Procedure. It is ordered that a certified copy be sent by the clerk to the trial court to carry this judgment into execution.

NOTICE TO COUNSEL

This document constitutes a final judgment entry.