[Cite as *New Beginnings Residential Treatment Ctr., L.L.C. v. Steel Town, L.L.C.*, 2026-Ohio-4550.]

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
MAHONING COUNTY

NEW BEGINNINGS RESIDENTIAL
TREATMENT CENTER, LLC ET AL.,

Plaintiffs-Appellants,

v.

STEEL TOWN, LLC ET AL.,

Defendants-Appellees.

OPINION AND JUDGMENT ENTRY
Case No. 26 MA 0031

Civil Appeal from the
Court of Common Pleas of Mahoning County, Ohio
Case No. 2016 CV 01819

BEFORE:
Mark A. Hanni, Carol Ann Robb, Katelyn Dickey, Judges.

JUDGMENT:
Affirmed.

Atty. Thomas C. Loepp, Thomas C. Loepp, Law Offices, Co., LPA, for Plaintiffs-Appellants and

Atty. Percy Squire, Percy Squire Co., LLC, for Defendants-Appellees.

Dated: November 13, 2026

HANNI, J.

{¶1} Plaintiffs-Appellants New Beginnings Residential Treatment Center, LLC and Dr. Vanessa Jones (collectively New Beginnings unless otherwise specified herein) appeal the judgment of the Mahoning County Common Pleas Court. The court denied their motion to vacate an arbitration award in favor of Appellees Steel Town (Steel Town) and Sterling Williams (Williams) (collectively Steel Town unless otherwise specified herein). The court also granted Steel Town's motion to confirm the award.

{¶2} New Beginnings argues the trial court's insufficient findings prevent this Court from meaningfully reviewing whether the arbitrator exceeded or improperly executed his powers. They further contend the trial court improperly revived Steel Town's counterclaim when it was barred by collateral estoppel, the law of the case, and res judicata. New Beginnings also asserts Steel Town lacked standing because it had no legally cognizable interest in the property since only Williams owned it. Finally, New Beginnings asserts the record before the arbitrator lacked competent, credible evidence of damages to support the counterclaim and did not satisfy Ohio's measure of damages to real property.

{¶3} We find no merit to New Beginnings' first assignment of error because the trial court was not required to issue findings of fact and conclusions of law when confirming the arbitration award. The court was limited to determining only whether New Beginnings challenged the arbitration decision under any of the specific grounds provided in R.C. 2711.10 and 2711.11. Further, we presume the court and the arbitrator considered all of the parties' positions without evidence to the contrary.

{¶4} We also find no merit to New Beginnings' second assignment of error because the trial court properly conducted its limited review of the arbitrator's decision and found that they failed to present grounds under R.C. 2711.10 or 2711.11 to vacate, modify, or correct the arbitration award. A trial court may not review the merits decided by the arbitrator, but must only determine whether the party challenging the arbitration award has established grounds under R.C. 27711.10 or 2711.11 to vacate, modify, or correct the award. New Beginnings' stipulation to arbitrate "all lease-related claims" after

our appellate decisions submitted authority to the arbitrator to decide Steel Town's claims of unpaid rent, late fees, maintenance and repair, and property taxes.

{¶5} New Beginnings' third and fourth assignments of error also lack merit because they challenge the merits of the arbitrator's decision. Assertions that Steel Town lacked standing and the record lacked competent, credible evidence of damages concern the merits of the case. The trial court is unable to review the merits of the arbitration award as it was limited to determining whether New Beginnings presented any grounds under R.C. 2711.10 or 2711.11 to vacate the arbitrator's decision. This Court is also confined to reviewing the trial court's decision and we cannot review the actual merits of the arbitration award.

{¶6} Accordingly, we affirm the trial court's decision.

I. RELEVANT HISTORY

{¶7} This case has a very convoluted history, having been before us multiple times. We review only the relevant history here. The instant appeal focuses on claims brought as a result of a 2011 lease agreement between New Beginnings and Steel Town to lease property located at Parkwood Avenue in Youngstown, Ohio. The agreement contained an arbitration clause indicating that all claims relating to the contract would be settled by binding arbitration under the rules of the American Arbitration Association.

A. Mahoning County Common Pleas Court Case No. 2013 CV 3422

{¶8} Lease disputes arose between the parties and New Beginnings sued Steel Town in 2013 for Whistleblower Act violations, wrongful eviction, breach of quiet enjoyment, accounting malpractice, and intentional misrepresentation. *New Beginnings Residential Treatment Ctr., LLC v. Steel Town, LLC*, 2013 CV 3422. Steel Town answered the complaint and asserted a counterclaim that New Beginnings breached the lease agreement.

{¶9} New Beginnings moved for summary judgment on all claims, including the counterclaim. Steel Town responded and filed a motion to dismiss New Beginnings' wrongful eviction and breach of quiet enjoyment claims based on the mandatory arbitration provision in the lease.

{¶10} A magistrate found Steel Town waived the right to arbitrate the lease claims by failing to avail themselves of that right in a timely manner. He also denied New Beginnings' motion for summary judgment on the lease-related claims, but granted them summary judgment on Steel Town's counterclaim. The magistrate also granted partial summary judgment on the accounting and intentional misrepresentation claims, but reserved the issues of proximate cause and damages for trial.

{¶11} On February 4, 2015, the trial court granted Steel Town's motion to allow arbitration of the lease-related claims in New Beginnings' complaint.

{¶12} On February 25, 2015, the trial court denied New Beginnings summary judgment on their accounting malpractice and retaliation claims, granted them summary judgment on the negligence and intentional misrepresentation claims, but deferred for trial the issues of proximate cause and damages as to these claims. Most importantly for this appeal, the trial court also granted summary judgment for New Beginnings on Steel Town's counterclaim.

{¶13} On October 20, 2015, the trial court applied Civ.R. 60(A) to sua sponte vacate its partial summary judgment for New Beginnings, vacate its summary judgment in favor of New Beginnings on Steel Town's counterclaim, and ordered the counterclaim into arbitration. The court noted that New Beginnings' wrongful eviction and breach of quiet enjoyment claims had already been ordered into arbitration.

{¶14} New Beginnings appealed this decision on October 20, 2015. On October 23, 2015, the parties filed a notice of voluntary dismissal without prejudice to refile the same claims.

{¶15} On June 30, 2016, we held the trial court improperly used Civ.R. 60(A) to make more than clerical changes to its order. *New Beginnings Residential Treatment Ctr., LLC v. Steel Town, LLC*, 2016-Ohio-4814, ¶ 26 (7th Dist.) **(*New Beginnings I*)**. We reversed and remanded the trial court's decision and reinstated its February 25, 2015 judgment granting summary judgment to New Beginnings on Steel Town's counterclaim. *Id*. Steel Town appealed to the Ohio Supreme Court, but jurisdiction was declined. *New Beginnings Residential Treatment Ctr., LLC v. Steel Town, LLC,* 2016-Ohio-8438.

{¶16} On July 20, 2016, the trial court issued an entry noting our decision and stating it had previously ordered New Beginnings' wrongful eviction and breach of quiet

enjoyment claims into arbitration. The court indicated it had jurisdiction solely to enter judgment upon the arbitrator's report and award as to those counts under R.C. 2711.01 et seq. The court held that based on the parties' notice of dismissal without prejudice, it therefore had no other claims pending before it.

{¶17} Steel Town appealed, but we dismissed the appeal for lack of a final appealable order. *See New Beginnings Residential Treatment Ctr., LLC v. Steel Town, LLC*, No. 16 MA 0122 (7th Dist., Sept. 28, 2016). In this decision, we specifically stated that Steel Town did not appeal the trial court's February 25, 2015 "final appealable order." (Sept. 28, 2016 J.E.). The February 25, 2015 decision had granted New Beginnings summary judgment on Steel Town's counterclaim, among other determinations.

{¶18} Steel Town filed a Civ.R. 60(B)(4) and (5) motion to vacate the trial court's February 25, 2015 and July 20, 2016 orders. The trial court denied the motions, finding Steel Town failed to adequately establish they were entitled to relief and otherwise failed to meet the requirements for a Civ.R. 60(B) motion. Steel Town appealed.

{¶19} On June 13, 2018, we affirmed the trial court's denial of the 60(B) motion. *New Beginnings Residential Treatment Ctr., LLC v. Steel Town, LLC*, 2018-Ohio-2779 (7th Dist.). **(*New Beginnings II*)**. We explained that our prior decision reinstated the trial court's grant of summary judgment to New Beginnings on Steel Town's counterclaim and Steel Town failed to outline a meritorious claim that they would present if granted relief from judgment on the counterclaim. *Id*. at ¶ 21, 33. We also held New Beginnings' accounting malpractice and intentional misrepresentation claims were eliminated by the parties' joint voluntary dismissal. *Id*. at ¶ 22.

B. Mahoning County Common Pleas Court Case No. 2016 CV 1819

{¶20} While the second appeal was pending in 2013 CV 3422, New Beginnings filed a complaint on July 8, 2016 in Mahoning County Common Pleas Court in Case No. 2016 CV 1819. They indicated it was a refiled case and alleged claims against Steel Town for wrongful eviction, breach of quiet enjoyment, professional negligence, and intentional misrepresentation.

{¶21} On March 13, 2017, New Beginnings filed an amended complaint for accounting malpractice, negligence, and fraud. Steel Town filed a motion to dismiss the

case for lack of jurisdiction. They also filed an amended counterclaim on December 20, 2018, again alleging that New Beginnings breached the lease agreement.

{¶22} On January 14, 2019, the trial court issued a judgment entry granting New Beginnings' motion to strike Steel Town's counterclaim because it was untimely and part of Mahoning County Common Pleas Court Case Number 2018 CV 693, a case filed by Appellee Steel Town against New Beginnings. The court held that should Steel Town seek to arbitrate its counterclaim, they should do so in the 2018 CV 693 case. The court denied New Beginnings' motion to strike Steel Town's answer.

{¶23} On February 22, 2019, the magistrate issued an order noting that New Beginnings' wrongful eviction and breach of quiet enjoyment claims had already been referred to arbitration and their professional negligence and intentional misrepresentation claim remained for disposition on the merits.

{¶24} On November 1, 2021, the trial court issued a judgment entry stating that "counsel advise that all claims set forth in Plaintiff's Amended Complaint are settled." The court stated that it "retains jurisdiction solely for the purpose of confirming, modifying or vacating the award of the Arbitrator with respect to Defendants' counterclaim pursuant to R.C. 2711.01 et seq." This is the counterclaim that the trial court had struck, which was part of the same claims that Appellee Steel Town presented in 2018 CV 693 as the plaintiff.

C. Mahoning County Court of Common Pleas Case No. 2018 CV 693

{¶25} Appellee Steel Town filed direct claims against New Beginnings in 2018 CV 693. Appellee Steel Town alleged New Beginnings breached the lease agreement by failing to make timely rent payments and by failing to maintain the premises in a reasonable condition. Appellee Steel Town and New Beginnings entered into a stipulation to arbitrate "all lease-related claims" with arbitration of the claims in the 2016 CV 1819 case.

II. ARBITRATION AWARD

{¶26} On February 9, 2026, the arbitrator in the 2016 CV 1819 case issued a decision finding that Steel Town did not wrongfully evict New Beginnings from the

premises and did not breach the quiet enjoyment covenant. The arbitrator further held that New Beginnings breached the terms of the lease by failing to make timely rent payments and by failing to pay all real estate taxes and assessments.

{¶27} The arbitrator awarded Steel Town $52,123.81 in total damages. This included $11,400 in back rent, $1,086 in late charges, real estate taxes in the amount of $4,637.81, and repair and maintenance costs in the amounts of $25,000 and $10,000. The arbitrator further found unreasonable New Beginnings' claimed renovation costs of $1,195,000 to the building the Treasurer valued at $36,620 in 2013.

{¶28} On February 9, 2026, New Beginnings filed a motion to vacate, modify or correct the arbitrator's award. They asserted that the arbitration referral and the arbitrator's award were improper because the court had already fully adjudicated Steel Town's counterclaim. They cited Steel Town's failure to object to the trial court's granting of summary judgment to New Beginnings. They also cited our ruling reversing the trial court's later decision to grant Steel Town's motion to vacate that summary judgment. New Beginnings alternatively asserted that the arbitrator lacked legal basis for his decision because Steel Town lacked standing, and res judicata, law-of-the-case, and collateral estoppel barred the counterclaim. New Beginnings also contended Steel Town failed to establish that they caused any damages.

{¶29} Steel Town responded and moved the court to confirm the arbitration award.

{¶30} On March 13, 2026, the trial court denied New Beginnings' motion to vacate, modify or correct the arbitration award. The court held that New Beginnings failed to raise any ground under R.C. 2711.10 or R.C. 2711.11 upon which relief may be granted. The court also granted Steel Town's motion to confirm the award.

{¶31} Steel Town moved for leave to file a post-argument notice of record documents on October 15, 2026. This was in response to this Court's question at oral argument. We grant the motion.

III. STANDARD OF REVIEW AND GOVERNING LAW

{¶32} In reviewing a trial court's decision to vacate, confirm, modify or correct an arbitration award, we must accept findings of fact that are not clearly erroneous and decide questions of law de novo. *Portage Cty. Bd. of Dev. Disabilities v. Portage Cty.*

Educators' Assn. for Dev. Disabilities, 2018-Ohio-1590, ¶ 26. Our review is limited to the order issued by the trial court and we may not review the dispute presented to the arbitrator nor substitute our judgment for that of the arbitrator. *Id.* at ¶ 13, 48.

{¶33} A party to arbitration may file a motion in the trial court to vacate, modify, or correct an arbitration award. R.C. 2711.13. R.C. 2711.09 provides that within one year after an arbitration award, a party may apply to the court for an order confirming the award. It states a court shall grant the confirmation and enter judgment, "unless the award is vacated, modified, or corrected as prescribed in sections 2711.10 and 2711.11 of the Revised Code."

{¶34} There are four circumstances in which a trial court shall vacate an arbitration award. The relevant circumstance alleged here is R.C. 2711.10(D), which provides for vacating an arbitration award when "(D) The arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made."

{¶35} R.C. 2711.11 provides that a court shall modify or correct an arbitration award upon a party's application if:

> (A) There was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award;
>
> (B) The arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matters submitted;
>
> (C) The award is imperfect in matter of form not affecting the merits of the controversy.

IV. ASSIGNMENTS OF ERROR

{¶36} On March 17, 2026, New Beginnings filed a notice of appeal and allege four assignments of error. Each relates to the trial court's denial of their motion to vacate the

arbitration award and its confirmation of the arbitration award in favor of Steel Town. In their first assignment of error, New Beginnings asserts:

> **I. THE TRIAL COURT ERRED AS A MATTER OF LAW BY AFFIRMING AND CONFIRMING THE ARBITRATOR'S AWARD WHERE THE AWARD FAILED TO PROVIDE A SUFFICIENTLY DEFINITE BASIS FOR MEANINGFUL REVIEW, FAILED TO ADDRESS DISPOSITIVE LEGAL AND FACTUAL ISSUES RAISED BY APPELLANT, AND THEREBY LEFT THE TRIAL COURT AND THIS COURT UNABLE TO DETERMINE WHETHER THE ARBITRATOR EXCEEDED HIS POWERS OR IMPERFECTLY EXECUTED THEM**.

{¶37} New Beginnings contends that the trial court's order and the arbitrator's award lack sufficient detail to determine whether their theories of lack of standing, preclusion, damages, causation, and personal liability were considered. They acknowledge arbitrators are not required to issue findings of fact and conclusions of law. However, they cite R.C. 2711.10, which allows vacatur when arbitrators exceed their authority or imperfectly execute their powers. They contend the trial court's lack of formal findings impliedly granted relief on "legally unavailable" theories, such as those already adjudicated or those unsupported by evidence or law.

{¶38} We deny New Beginnings' first assignment of error. Civ.R. 52 does not apply to a trial court's review of an arbitration award. As explained by the Eighth District Court of Appeals:

> Findings of fact and conclusions of law under Civ.R. 52 are necessarily beyond the very limited scope of the court's review of an arbitration award — if the court cannot review any legal or factual conclusions made by the arbitrator, it would have no duty to issue findings of fact and conclusions of law. And even had there been some requirement to issue findings of fact and conclusions of law, the very detailed decision submitted by the arbitrator would have more than fulfilled any obligation under Civ.R. 52.

Cuyahoga Cty. Court of Common Pleas, Juvenile Div. v. Laborers' Internatl. Union of

North America, Local Union No. 860, 2022-Ohio-2866, ¶ 63 (8th Dist.), quoting *Cleveland v. IBEW Local 38*, 2009-Ohio-6223, ¶ 34 (8th Dist.). Thus, a trial court need not issue findings of fact and conclusions of law since it does not examine the actual merits underlying the arbitration dispute and its review of arbitration awards is firmly limited. *Ford Hull-Mar Nursing Home, Inc. v. Marr, Knapp, Crawfis & Assoc., Inc.*, 138 Ohio App.3d 174, 178-179 (7th Dist. 2000). The trial court is bound by the arbitrator's findings and merely serves to enforce the award, unless a party demonstrates one of the grounds set forth in R.C. 2711.10 or R.C. 2711.11. *Miller v. Gunckle*, 2002-Ohio-4932, ¶ 10.

{¶39} Similarly, this Court does not review the underlying arbitration dispute on appeal. Rather, we accept any findings of fact made by a trial court that are not clearly erroneous, and we decide questions of law de novo. *Portage Cty. Bd. of Dev. Disabilities v. Portage Cty. Educators' Assn. for Dev. Disabilities*, 2017-Ohio-888, ¶ 13 (11th Dist.) (citations omitted). Our review is limited to determining whether any statutory grounds in R.C. 2711 exist to support the trial court's judgment. *Id*. Determining whether the arbitrator exceeded his powers or improperly executed them, as asserted by New Beginnings, is a question of law. *Id*. Accordingly, because both the trial court and this Court undertake a confined consideration of an arbitration award, a trial court's absence of findings of fact and conclusions of law does not negate appellate review.

{¶40} Further, and contrary to New Beginnings' assertion, we do not presume an arbitrator or a trial court neglected to consider the parties' arguments when they fail to issue findings of fact and conclusions of law. Rather, reviewing courts generally presume regularity in lower court proceedings and a lack of findings of fact and conclusions of law does not negate this presumption. *City of Cleveland v. Laborers Internatl. Union Local 1099*, 2018-Ohio-161, ¶ 31 (8th Dist.) (citations omitted).

{¶41} Accordingly, we find that New Beginnings' first assignment of error lacks merit and is overruled.

{¶42} In their second assignment of error, New Beginnings asserts:

> **II. THE TRIAL COURT ERRED AND ABUSED ITS DISCRETION BY AFFIRMING AN ARBITRATION AWARD THAT REVIVED OR ALLOWED STEEL TOWN, LLC'S CLAIMS NOTWITHSTANDING THIS COURT'S PRIOR DECISIONS IN NEW BEGINNINGS RESIDENTIAL TREATMENT**

CTR., LLC V. STEEL TOWN, LLC, 2016-OHIO-4814 AND 2018-OHIO-2779, WHICH REINSTATED SUMMARY JUDGMENT AGAINST STEEL TOWN ON ITS COUNTERCLAIM AND FORECLOSED RELITIGATION UNDER THE LAW-OF-THE-CASE DOCTRINE, RES JUDICATA, AND COLLATERAL ESTOPPEL.

{¶43} New Beginnings contends the trial court erred by confirming the arbitrator's award in favor of Steel Town on Steel Town's counterclaim. They submit the law-of-the-case doctrine, res judicata, and/or collateral estoppel barred the arbitrator's determination on the counterclaim. They cite *New Beginnings I*, where we reinstated the trial court's February 25, 2015 grant of summary judgment in their favor on the counterclaim upon finding that the trial court erred in using Civ.R. 60(A) to vacate the granting of summary judgment in their favor. They also cite *New Beginnings II*, where we affirmed the trial court's denial of Steel Town's Civ.R. 60(B) motion seeking relief from the court's February 25, 2015 order granting New Beginnings summary judgment on Steel Town's counterclaim.

{¶44} New Beginnings asserts these decisions barred any attempt by Steel Town to obtain relief on their counterclaim. They argue the law-of-the-case doctrine applies because in any subsequent proceedings, the trial court was required to follow our mandate granting summary judgment in New Beginnings' favor in *New Beginnings I and II*. New Beginnings further asserts res judicata bars the counterclaim because it arises from the same transaction or occurrence as those in which summary judgment was granted and reinstated in New Beginnings' favor.

{¶45} We find no merit to this assignment of error. The parties agreed that all "lease-related" claims in 2016 CV 1819 and 2018 CV 693 would be arbitrated together. On that basis, the court in 2016 CV 1819 struck Steel Town's counterclaim because it was now part of the arbitration. The case was arbitrated, albeit under 2016 CV 1819, and the arbitrator found in favor of Steel Town on all claims.

{¶46} As established by the exhibits submitted by Steel Town in its October 15, 2026 "Notice of Record Documents Responsive to the Court's Question at Oral Argument," New Beginnings concedes they stipulated to arbitration of all "lease-related" claims in 2016 CV 1819 and 2018 CV 693. (*See* Appellant's Br. 2-3). They did not refuse

to arbitrate this claim or carve out a claim precluded by res judicata. In fact, New Beginnings argued res judicata before the arbitrator. The arbitrator granted judgment in favor of Steel Town. New Beginnings wants to again apply res judicata based on the negative outcome in arbitration.

{¶47} However, we do not review the underlying merits of the dispute presented to the arbitrator. We conduct a de novo review of the trial court's decision determining that New Beginnings failed to raise any ground under R.C. 2711.10 or 2711.11 to vacate the arbitration award. That review is very limited. *Cedar Fair, L.P. v. Falfas*, 2014-Ohio-3943, ¶ 5, citing *Assn. of Cleveland Fire Fighters, Local 93 of the Internatl. Assn. of Fire Fighters v. Cleveland*, 2003-Ohio-4278, ¶ 13. As the Ohio Supreme Court has held:

> An arbitrator's improper determination of the facts or misinterpretation of the contract does not provide a basis for reversal of an award by a reviewing court, because '[i]t is not enough * * * to show that the [arbitrator] committed an error — or even a serious error.'

Cedar Fair at ¶ 6, quoting *Stolt-Nielsen, S.A. v. AnimalFeeds Internatl. Corp*., 559 U.S. 662, 671 (2010).

{¶48} Here, the issue is whether the arbitrator's rejection of res judicata is a legal error not subject to R.C. 2711.10 or R.C. 2711.11, or whether the arbitrator exceeded his authority under R.C. 2711.11 by deciding the claim that had already been decided and finalized as a court judgment. If it is the former, it does not constitute a ground under R.C. 2711.10 or R.C. 2711.11 to vacate or modify the arbitrator's decision. If it is the latter, it is subject to review. Whether an arbitrator exceeded his authority is a question of law. *Greene Constr. Grp., LLC v. Talon Renovations, Inc.*, 2026-Ohio-2446, ¶ 59 (6th Dist.), citing *Portage Cty. Educators' Assn*., 2018-Ohio-1590, at ¶ 25.

{¶49} The trial court held that New Beginnings failed to raise any ground upon which relief could be granted under R.C. 2711.10 or R.C. 2711.11. We agree.

{¶50} New Beginnings entered into a stipulation of "all lease-related claims" to arbitration after both of our appellate decisions. The counterclaim included assertions of unpaid rent, late fees, maintenance and repair costs, and property taxes. These are "lease-related claims." New Beginnings carved out no exception to the stipulation and

the arbitrator had authority to decide whether res judicata applied. He determined that res judicata did not apply. This was within his authority as given to him by the stipulation. Whether the arbitrator committed error or not is not the issue which we or the trial court can decide. We decide only whether New Beginnings presented any ground under R.C. 2711.10 or R.C. 2711.11 warranting vacation or modification of the arbitration award. The stipulation to arbitration negates such a finding.

{¶51} Accordingly, we find that New Beginnings' second assignment of error lacks merit and is overruled.

{¶52} In their third and fourth assignments of error, New Beginnings asserts:

> **III. THE TRIAL COURT ERRED BY AFFIRMING AN AWARD IN FAVOR OF STEEL TOWN, LLC WHERE STEEL TOWN LACKED STANDING AND FAILED TO ESTABLISH A LEGALLY COGNIZABLE OWNERSHIP OR PROPERTY INTEREST SUFFICIENT TO RECOVER LEASE, RENT, OR REAL-PROPERTY DAMAGES FOR THE PREMISES OWNED BY WILLIAMS STERLING ACCORDING TO THE MAHONING COUNTY AUDITOR RECORDS PRESENTED BELOW.**
>
> **IV. THE TRIAL COURT ERRED BY AFFIRMING AN AWARD AGAINST NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC AND VANESSA JONES WHERE THE RECORD BEFORE THE ARBITRATOR DID NOT CONTAIN COMPETENT, CREDIBLE EVIDENCE OF DAMAGES CAUSED BY APPELLANT, AND DID NOT CONTAIN COMPETENT EVIDENCE SATISFYING OHIO'S MEASURE OF DAMAGES FOR ALLEGED INJURY TO REAL PROPERTY.**

{¶53} The parties assert their respective positions on the issues of standing and damages. However, these are both issues challenging the merits of the arbitrator's decision. Neither we nor the trial court may review these assertions since the arbitrator is the final judge of law and facts. *Greene*, 2026-Ohio-2446, at ¶ 59 (6th Dist.).

{¶54} Accordingly, we find that New Beginnings' third and fourth assignments of error lack merit and are overruled.

{¶55} In sum, we find no merit to New Beginnings' first assignment of error because findings of fact and conclusions of law are not necessary and it is presumed that the arbitrator considered all arguments presented. New Beginnings' second assignment of error lacks merit based on New Beginnings' stipulation for the arbitrator to decide "all lease-related claims," even after our decisions reinstating summary judgment on the counterclaim in New Beginnings' favor. This stipulation included claims of unpaid rent, late fees, maintenance and repair costs asserted by Steel Town. The arbitrator did not exceed his authority as given to him by the parties and issues of standing and sufficient evidence have to do with the underlying facts decided by the arbitrator. Neither we nor the trial court may review the underlying merits of the arbitration. In addition, New Beginnings' third and fourth assignments of error lack merit because they concern the merits of the underlying arbitration.

{¶56} For the reasons stated above, the trial court's judgment is hereby affirmed.

Robb, J., concurs.

Dickey, 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 Appellants.

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.