

I. Background

{¶ 2} In July 2022, Rosskamm filed suit against T-Mobile. In his complaint, Rosskamm alleged that he contracted with T-Mobile in October 2020 for the provision of wireless service at his home. He further alleged that in February 2022, T-Mobile “falsely reported to one or more credit agencies” that he had an unpaid balance on his account. Rosskamm’s complaint conceded “there were some bills that were unpaid,” but alleged that when he called T-Mobile in July 2021 to close the account, a representative informed him that the account was “shut down” and he “didn’t have to pay any outstanding charges.” Rosskamm alleged that T-Mobile nevertheless falsely reported his account as unpaid to various credit agencies, which lowered his credit score and made it impossible for him to obtain loans, leases, or credit cards. Rosskamm’s complaint sought compensatory and punitive damages of \$1 million for T-Mobile’s alleged false reporting to the credit agencies.

{¶ 3} T-Mobile answered the complaint and filed a motion to stay proceedings pending arbitration under R.C. 2711.02 or, in the alternative, to dismiss the complaint for lack of subject-matter jurisdiction and improper venue. T-Mobile attached to its motion a certified copy of the Terms and Conditions contained in the agreement between it and Rosskamm regarding his account. The Terms and Conditions contained an arbitration clause that stated:

Dispute Resolution and Arbitration. You and we each agree that * * * any and all claims or disputes in any way related to or concerning the agreement, our privacy notice, our services, devices or products,

including any billing disputes, will be resolved by binding arbitration or in small claims court.

As set forth in the agreement, Rosskamm accepted the Terms and Conditions by activating, using, and paying for T-Mobile's service.

{¶ 4} The trial court granted T-Mobile's motion to stay pending arbitration, and this appeal followed.

II. Law and Analysis

{¶ 5} In his single assignment of error, Rosskamm contends that the trial court erred in granting T-Mobile's motion to stay pending arbitration.

A. Arbitration Generally and Standard of Review

{¶ 6} Ohio courts recognize a presumption favoring arbitration that arises when the claim in dispute falls within the scope of the arbitration provision. *Taylor Bldg. Corp. of Am. v. Benfield*, 117 Ohio St.3d 352, 2008-Ohio-938, 884 N.E.2d 12, ¶ 27; *Wallace v. Ganley Auto Group*, 8th Dist. Cuyahoga No. 95081, 2011-Ohio-2909, ¶ 13. Indeed, Ohio law requires a stay of proceedings when an arbitrable dispute has been improperly brought before a court. *See, e.g., McGuffey v. LensCrafters, Inc.*, 141 Ohio App.3d 44, 50, 749 N.E.2d 825 (12th Dist.2001) (noting that a trial court "shall" stay proceedings pending arbitration once it is satisfied that an issue is arbitrable); *Sasaki v. McKinnon*, 124 Ohio App.3d 613, 618, 707 N.E.2d 9 (8th Dist.1997) ("The Ohio Arbitration Act, which strongly favors arbitration, compels the court to review the arbitration clause at issue and, if the court is satisfied that the dispute or claim is covered by the arbitration clause, give effect to the clause and stay the proceedings pursuant to R.C. 2711.02."). In light of this strong

presumption favoring arbitration, any doubts regarding arbitration should be resolved in its favor. *Ignazio v. Clear Channel Broadcasting, Inc.*, 113 Ohio St.3d 276, 2007-Ohio-1947, 865 N.E.2d 18, ¶ 18.¹

{¶ 7} This court applies an abuse-of-discretion standard when addressing whether a trial court has properly granted a motion to stay litigation pending arbitration. *Sebold v. Latina Design Build Group, L.L.C.*, 8th Dist. Cuyahoga No. 109362, 2021-Ohio-124, ¶ 10, citing *Seyfried v. O'Brien*, 2017-Ohio-286, 81 N.E.3d 961, ¶ 18 (8th Dist.), citing *McCaskey v. Sanford-Brown College*, 8th Dist. Cuyahoga No. 97261, 2012-Ohio-1543, ¶ 7. We apply a de novo standard of review, however, when reviewing the scope of an arbitration agreement; that is, whether a party has agreed to submit a certain issue to arbitration. *Sebold at id.*, citing *Seyfried at id.*, citing *McCaskey at id.*

B. Is Rosskamm’s Claim Covered by the Arbitration Agreement?

{¶ 8} Rosskamm concedes that the arbitration provision applied while his account was active, but argues that it does not apply to his complaint because his agreement with T-Mobile terminated when T-Mobile closed his account. He

¹ The Terms and Conditions of the agreement between Rosskamm and T-Mobile provide that “[t]his Agreement is governed by the Federal Arbitration Act, applicable federal law, and the law of the state or jurisdiction in which your billing address in our records is located * * *.” Like Ohio law, federal case law recognizes a liberal policy favoring arbitration agreements and resolving any doubts concerning the scope of arbitrable issues in favor of arbitration. *See, e.g., CompuCredit Corp. v. Greenwood*, 565 U.S. 95, 98, 132 S.Ct. 665, 181 L.Ed.2d 586 (2012) (“The FAA establishes a liberal federal policy favoring arbitration.”); *Granite Rock Co. v. Internatl. Bhd. of Teamsters*, 561 U.S. 287, 298, 130 S.Ct. 2847, 177 L.Ed.2d 567 (2010) (“[A]ny doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration.”).

contends that because T-Mobile reported his unpaid account to the credit agencies after the account was closed and the agreement had been terminated, he is not obligated to arbitrate his claims and, accordingly, the trial court erred in granting the motion to stay. We disagree.

{¶ 9} To determine whether an arbitration clause covers a particular dispute, courts must consider whether the parties agreed to arbitrate the issue. *Sebold* at ¶ 14, citing *Academy of Medicine v. Aetna Health, Inc.*, 108 Ohio St.3d 185, 2006-Ohio-657, 842 N.E.2d 488, ¶ 20. To do so, courts look at whether “an action could be maintained without reference to the contract or relationship at issue. If it could, it is likely outside the scope of the arbitration agreement.” *Id.*, quoting *Alexander v. Wells Fargo Fin. Ohio 1, Inc.*, 122 Ohio St.3d 341, 2009-Ohio-2962, 911 N.E.2d 286, ¶ 24, quoting *Fazio v. Lehman Bros., Inc.*, 340 F.3d 386, 395 (6th Cir.2003).

{¶ 10} Rosskamm’s claim that T-Mobile falsely reported his account as unpaid to various credit agencies after the account was closed arises directly out of his customer relationship with T-Mobile established by the agreement in which he agreed to arbitrate “any and all claims or disputes related to or concerning the agreement.” Indeed, his false reporting claim is premised entirely on his allegations that he had an account with T-Mobile and was advised by a T-Mobile representative that he did not have to pay the outstanding balance on his account after it was closed. Because Rosskamm’s claim cannot be decided without reference to his customer relationship with T-Mobile, it is subject to the arbitration agreement.

{¶ 11} Furthermore, although Rosskamm contends this case does not involve a billing dispute because “there never was a dispute over a bill” (appellant’s brief, p. 12) and his claim involves only T-Mobile’s alleged improper reporting to credit agencies, it is apparent that his claim stems from a billing dispute. If Rosskamm was required as a T-Mobile customer to pay the balance due on his account even after his account was closed, his claim of false reporting by T-Mobile necessarily fails. On the other hand, if he was not required to pay the outstanding balance after the account was closed but T-Mobile nonetheless reported his account as unpaid, Rosskamm could potentially prevail on his claim. Thus, because Rosskamm’s false reporting claim stems from a billing dispute, and because the terms and conditions to which he agreed state that “any and all claims or disputes in any way related to or concerning * * * any billing disputes will be resolved by binding arbitration,” his false reporting claim is subject to arbitration.

{¶ 12} Likewise, we find no merit to Rosskamm’s argument that the arbitration provision is not applicable to his claim because his agreement with T-Mobile ended when his account was closed. This court’s decision in *Vanyo v. Citifinancial, Inc.*, 183 Ohio App.3d 612, 2009-Ohio-3905, 918 N.E.2d 178 (8th Dist.) is directly on point. In *Vanyo*, a borrower entered into an agreement with a bank to secure a loan. *Id.* at ¶ 6. The agreement contained an arbitration provision that required the parties to arbitrate “all disputes between [them].” *Id.* at ¶ 8. Later, after the borrower paid off the loan, he sued the bank in the common pleas court for its failure to file a termination statement as required by law. *Id.* at ¶ 7. The bank

moved to compel arbitration pursuant to the arbitration agreement, but the borrower argued that the arbitration agreement was no longer applicable because the lending transaction had terminated. *Id.* The trial court denied the motion to compel arbitration. *Id.* at ¶ 1. This court reversed on appeal, however, finding that the parties had agreed to arbitrate “all disputes” relating to their agreement and, accordingly, the arbitration provision applied, even though the bank’s alleged wrongdoing occurred after the lending transaction had concluded. *Id.* at ¶ 8, 14.

{¶ 13} We reach the same result here. The alleged termination of the agreement when T-Mobile closed the account does not affect Rosskamm’s obligation to arbitrate this dispute. The arbitration provision to which Rosskamm concedes he agreed provides that “any and all claims or disputes in any way related to or concerning the agreement * * * including billing disputes” will be arbitrated. Because Rosskamm’s claim is related to or concerning a billing dispute with T-Mobile, it is subject to arbitration, regardless of when T-Mobile’s alleged tortious conduct occurred.

{¶ 14} The assignment of error is overruled. Because Rosskamm’s claim is covered by the arbitration agreement, the trial court did not abuse its discretion in granting T-Mobile’s motion to stay pending arbitration.

{¶ 15} Judgment affirmed.

It is ordered that appellee recover from appellant costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate be sent to said court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

KATHLEEN ANN KEOUGH, JUDGE

ANITA LASTER MAYS, A.J., and
LISA B. FORBES, J., CONCUR

