

COURT OF APPEALS OF OHIO
EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

TIANA WASHINGTON,	:	
Plaintiff-Appellant,	:	
v.	:	No. 116233
VW CREDIT, INC.,	:	
Defendant-Appellee.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: AFFIRMED AND REMANDED
RELEASED AND JOURNALIZED: September 24, 2026

Civil Appeal from the Cuyahoga County Court of Common Pleas
Case No. CV-25-117860

Appearances:

Tiana C. Washington, *pro se*.

Taft Stettinius & Hollister LLP, and Jack Maib; Scale LLP,
and Corey Pedersen, *pro hac vice*, *for appellee*.

DEENA R. CALABRESE, J.:

{¶ 1} This appeal is before the court on the accelerated docket pursuant to App.R. 11.1 and Loc.App.R. 11.1. “The purpose of an accelerated appeal is to allow this court to render a brief and conclusory opinion.” *State v. Priest*, 2014-Ohio-1735,

¶ 1.

{¶ 2} Plaintiff-appellant Tiana Washington (“Washington”) appeals the trial court’s order granting defendant-appellee VW Credit Inc.’s (“VCI”) motion to stay proceedings pending arbitration and denying her motion to vacate arbitration. For the reasons stated below, the trial court’s order staying the proceedings pending arbitration and denying the motion to vacate arbitration is affirmed and the case is remanded to the trial court for further proceedings consistent with this opinion.

I. Relevant Facts and Procedural History

{¶ 3} On August 19, 2022, Washington entered into a retail installment sale contract (the “contract”) with Volkswagen of Streetsboro to finance the purchase of a 2022 Volkswagen Tiguan (the “vehicle”). Pursuant to the contract, Washington was required to make 72 monthly payments of \$696.51. The contract was assigned to VCI.

{¶ 4} The contract includes two sections that make up the arbitration provision (the “arbitration agreement”). The first page of the contract contains a section that states as follows:

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

(Emphasis in original.) The fifth, and last, page of the contract contains the following language, which states, in relevant part:

ARBITRATION PROVISION

PLEASE REVIEW — IMPORTANT — AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

...

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

...

Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

{¶ 5} Washington failed to make timely payments, and in October 2024, VCI repossessed the vehicle. In December 2024, Washington filed a demand for arbitration with the American Arbitration Association (“AAA”) pursuant to the contract’s arbitration agreement.

{¶ 6} On May 19, 2025, while the arbitration was pending, Washington filed a complaint with the General Division of the Cuyahoga County Common Pleas Court (the “trial court”) against VCI. The complaint contained claims alleging unjust enrichment, fraud and misrepresentation, perjury, breach of contract, failure to disclose, furnishing deceptive forms, unlawful repossession, civil liability, and

requested punitive damages. On the same day, Washington filed a motion to vacate arbitration, asserting that the arbitration proceedings should be vacated because of fraud in the inducement of the arbitration agreement, breach of contract, and unjust enrichment.

{¶ 7} The arbitration between the parties remains pending with the AAA.

{¶ 8} On July 7, 2025, VCI filed a motion to dismiss, or, in the alternative, stay proceedings pending arbitration. The motion asserts that the case should be stayed pursuant to the Federal Arbitration Act, 9 U.S.C. 1 et seq. and R.C. 2711.02(B). Washington filed a motion to strike VCI's motion. The motion asserted the arbitration agreement was void and that the contract was induced by fraud.

{¶ 9} On January 27, 2026, the trial court held a hearing on the parties' pending motions. On February 12, 2026, the trial court issued a journal entry denying Washington's motion to vacate arbitration and granting VCI's motion to stay proceedings pending arbitration. The order stated, in part, as follows:

[VCI] has presented unrefuted evidence that the arbitration provision exists and was agreed to by [Washington]. [Washington] has failed to meet her burden to prove the unenforceability of the arbitration provision, either because of fraud or unconscionability.

{¶ 10} This appeal followed. Washington raises the following assignments of error for our review:

1. The trial court erred by denying Appellant's Motion to Vacate the Arbitration Award under R.C. 2711.10(A), (B), and (C) where the arbitrator refused to consider material evidence.

2. The trial court erred by enforcing an arbitration award where the arbitrator exceeded his powers under R.C. 2711.10(D) by issuing an award in favor of a non-party to the RISC.
3. The trial court erred by enforcing an arbitration clause that was procedurally and substantively unconscionable.
4. The trial court erred by compelling arbitration after the arbitrator had already issued a Final Award and by failing to apply the mandatory statutory standards under R.C. 2711.10.

II. Law and Analysis

{¶ 11} As a preliminary matter, we note that Washington is a pro se litigant. Washington's status as a pro se litigant does not excuse any deficiencies in the appeal or in the case below. In Ohio, "pro se litigants are held to the same standard as all other litigants: they [] must accept the consequences of their own mistakes." *Bikkani v. Lee*, 2008-Ohio-3130, ¶ 29 (8th Dist.), citing *Kilroy v. B.H. Lakeshore Co.*, 111 Ohio App.3d 357, 363 (8th Dist. 1996).

A. Conscionability of the Arbitration Agreement

{¶ 12} We consider Washington's third assignment of error first. In her third assignment of error, Washington contends that the arbitration clause was procedurally and substantively unconscionable.

{¶ 13} As a preliminary matter, we address VCI's assertion that this court cannot consider whether the arbitration agreement was unconscionable because Washington did not raise the issue with the lower court. VCI correctly asserts that this court "will not consider a question not presented, considered or decided by a lower court." *Kalish v. Trans World Airlines, Inc.*, 50 Ohio St.2d 73, 79 (1977).

However, the trial court's order includes analysis of whether the arbitration agreement is unconscionable and states that "[Washington] asserts that the arbitration is unconscionable for largely the same reasons she alleges fraud." Therefore, the record indicates that the trial court did consider and decide whether the arbitration agreement was unconscionable and that Washington asserted the argument. Thus, we will review the trial court's determination of whether the arbitration agreement was unconscionable.

{¶ 14} A claim that an arbitration clause is unenforceable because it is unconscionable is a question of law that is reviewed de novo, while giving deference to the trial court's factual findings. *Taylor Bldg. Corp. of Am. v. Benfield*, 2008-Ohio-938, ¶ 37-38.

{¶ 15} There is a presumption favoring arbitration when a claim or dispute falls within the scope of an arbitration provision. *Taylor Bldg.* at ¶ 27, citing *Williams v. Aetna Fin. Co.*, 83 Ohio St.3d 464, 471 (1998). *See also* R.C. 2711.01(A) (Arbitration provisions are valid and enforceable unless grounds exist at law or in equity for revoking the agreement.); R.C. 2711.02(B) (Trial courts are mandated to refer claims to arbitration when the issue involved in the action is referable to arbitration under an agreement in writing for arbitration.).

{¶ 16} "Unconscionability is a ground for revocation of an arbitration agreement." *Hayes v. Oakridge Home*, 2009-Ohio-2054, ¶ 19, citing *Taylor Bldg.* at ¶ 33. "The party asserting unconscionability of a contract bears the burden of proving that the agreement is both procedurally and substantively unconscionable."

Hayes at ¶ 20. This court has recently found that “[g]iven that both the substantive and procedural prongs must be satisfied to establish unconscionability, the failure to prove one of the prongs alleviates the necessity to review the remaining prong.” *Loomis v. O’Neill Healthcare — Middleburg Hts.*, 2026-Ohio-2079, ¶ 16 (8th Dist.), citing *Reno v. Bethel Village Condominium Assn. Inc.*, 2008-Ohio-4462, ¶ 13 (10th Dist.).

{¶ 17} In this case, Washington contends that the arbitration agreement was both procedurally and substantively unconscionable. However, a court’s determination of whether an arbitration agreement is substantively unconscionable is limited to “consideration of the terms of the agreement and whether they are commercially reasonable.” *Hayes* at ¶ 33, citing *John R. Davis Trust 8/12/05 v. Beggs*, 2008-Ohio-6311, ¶ 13 (10th Dist.); *Dorsey v. Contemporary Obstetrics & Gynecology, Inc.*, 113 Ohio App.3d 75, 80 (2d Dist. 1996). Washington’s contentions regarding substantive unconscionability revolve around events that occurred during the arbitration process itself, and not whether the terms of the agreement are commercially reasonable. Therefore, Washington cannot establish that the arbitration agreement is substantively unconscionable. It follows that Washington cannot establish that the arbitration agreement is unenforceable. Therefore, Washington’s third assignment of error is overruled.

B. Motion to Vacate Arbitration Award

{¶ 18} Washington’s first, second, and fourth assignments of error are not ripe for review because there is no arbitration award in the record.

{¶ 19} Pursuant to R.C. 2711.13, “[a]fter an award in an arbitration proceeding is made, any party to the arbitration may file a motion in the court of common pleas for an order vacating, modifying, or correcting the award[.]” (Emphasis added.) See *Cuyahoga Cty. v. Ohio Patrolmen’s Benevolent, Assn.*, 2024-Ohio-1055, ¶ 16 (8th Dist.). Although Washington’s appellate brief states that an arbitration award was issued in this case, the record is devoid of any indication of a completed arbitration or an award.

{¶ 20} Ripeness “is peculiarly a question of timing.” *State ex rel. Elyria Foundry Co. v. Indus. Comm.*, 82 Ohio St.3d 88, 89 (1998), quoting *Regional Rail Reorganization Act Cases*, 419 U.S. 102, 140 (1974). “The ripeness doctrine is motivated in part by the desire ‘to prevent the courts, through avoidance of premature adjudication, from entangling themselves in abstract disagreements over administrative policies. . . .’” *Id.*, quoting *Abbott Laboratories v. Gardner*, 387 U.S. 136, 148 (1967). “[T]o be justiciable, a controversy must be ripe for review.” *Keller v. Columbus*, 2003-Ohio-5599, ¶ 26. “For a cause to be justiciable, there must exist a real controversy presenting issues that are ripe for judicial resolution and which will have a direct and immediate impact on the parties.” *Cristino v. Ohio Bur. of Workers’ Comp.*, 2014-Ohio-1383, ¶ 22 (10th Dist.).

{¶ 21} This court has recently found that

[t]hree factors guide the ripeness inquiry: “(1) the likelihood that the harm alleged by the plaintiffs will ever come to pass; (2) whether the factual record is sufficiently developed to produce a fair adjudication of the merits of the parties’ respective claims; and (3) the hardship to the parties if judicial relief is denied at this stage in the proceedings.”

Cleveland v. Johnson, 2025-Ohio-1731, ¶ 16 (8th Dist.), quoting *Berry v. Schmitt*, 688 F.3d 290, 298 (6th Cir. 2012).

{¶ 22} In this case, Washington’s first, second, and fourth assignments of error presuppose that an arbitration has taken place and that an award has been issued. As noted above, there is no evidence in the record that an arbitration has taken place or that an award has been issued. Therefore, Washington’s first, second, and fourth assignments of error are not ripe for review and are thus overruled.

{¶ 23} For the reasons stated above, the trial court’s order staying this case pending arbitration is affirmed. The case is remanded to the trial court for further proceedings consistent with this opinion.

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.

DEENA R. CALABRESE, JUDGE

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