

COURT OF APPEALS OF OHIO

**EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA**

DONDRE A. WASHINGTON, :
 :
 Plaintiff-Appellant, :
 : No. 116561
 v. :
 :
 KIA FINANCE AMERICA, INC. ET AL., :
 :
 Defendants-Appellees. :
 :

JOURNAL ENTRY AND OPINION

JUDGMENT: AFFIRMED

RELEASED AND JOURNALIZED: October 22, 2026

Civil Appeal from the Cuyahoga County Court of Common Pleas
Case No. CV-25-117861

Appearances:

Dondre A. Washington, *pro se*.

Hauser Law LLC and Laura A. Hauser, *for appellees*.

EILEEN T. GALLAGHER, P.J.:

{¶ 1} This cause came to be heard on the accelerated calendar pursuant to App.R. 11.1 and Loc.App.R. 11.1.¹ Appellant Dondre Washington (“Washington”), *pro se*, appeals the judgment of the trial court upholding the arbitrator’s decision

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 (8th Dist.).

that dismissed Washington's claims against appellees Kia Finance America, Inc., Hyundai Capital America, and Kia of Bedford ("appellees") and denied his motion for summary judgment.

{¶ 2} Washington raises six assignments of error:

1. The arbitrator committed misconduct by refusing to hear material evidence after scheduling an evidentiary hearing, in violation of R.C. 2711.10(C).
2. The arbitrator exceeded his powers by dismissing Appellant's claims prior to the scheduled evidentiary hearing, in violation of R.C. 2711.10(D).
3. The trial court erred by denying Appellant's motion to vacate without holding the hearing required by R.C. 2711.11.
4. Appellant was denied due process because neither the arbitrator nor the trial court allowed Appellant a meaningful opportunity to present evidence.
5. The trial court acted without jurisdiction and exhibited bias by ruling while an Affidavit of Disqualification was pending, in violation of R.C. 2701.03.
6. The trial court erred by entering the Journal Entry dated May 25, 2026 granting Defendants' motion to dismiss and entering final judgment while a Second Amended Application to Confirm Arbitration Award (filed April 24, 2026) remained pending, thereby depriving Appellant of a ruling on a timely application and creating a procedurally defective final order.

{¶ 3} After a careful review of the record and applicable law, we find that (1) Washington has not demonstrated that the arbitrator acted improperly, (2) the trial court did not err in declining to hold a hearing on his motion to vacate, (3) the trial court did not rule while an affidavit of disqualification was pending, and (4) the trial court did not deprive Washington of a ruling on his second application to confirm

the arbitration award. We overrule the assignments of error and affirm the judgment of the trial court.

I. Factual and Procedural History

{¶ 4} Washington entered into a retail-installment contract with appellee Kia Finance America (“Kia Finance”) for the purchase of a vehicle from appellee Kia of Bedford. There is no dispute that some of the documents signed by Washington for the vehicle purchase contained arbitration provisions.

{¶ 5} Four days after signing the papers to purchase the vehicle, Washington sent a “Notice of Rescission” to Kia Finance that “rescind[ed] [his] consent to be liable to perform on the contract agreement.” Kia Finance eventually responded via letter and stated that it was “unable to honor [his] request to rescind [his] contract.”

{¶ 6} Washington filed suit against appellees alleging claims for fraud, breach of contract, and violations of certain consumer protections. Appellees moved to dismiss his claims in the trial court and refer the matter to arbitration, which was granted.²

{¶ 7} An arbitrator from the American Arbitration Association (“AAA”) held a preliminary hearing and subsequently issued an order that, inter alia, set forth a briefing schedule for dispositive motions. The arbitrator also scheduled an evidentiary hearing that would occur after the submission and consideration of the motions.

² Prior to filing his complaint in the trial court, Washington instituted arbitration proceedings against one of the appellees. After this case was referred to arbitration, the two proceedings were consolidated.

{¶ 8} Kia Finance filed a motion in the arbitration proceedings to dismiss Washington's claims for failure to state a claim upon which relief could be granted. Washington filed a brief opposing the motion to dismiss and filed his own motion for summary judgment. Prior to the evidentiary hearing, the arbitrator entered a final award dismissing all of Washington's claims, stating:

Claimant has failed to state any claim upon which relief can be granted. Even assuming all the factual allegations in his Demand for Arbitration are true, the exhibits attached to the Demand for Arbitration and the briefing on the [motion to dismiss] and the [motion for summary judgment] confirm that Claimant has failed to allege any facts that would entitle him to relief under any legal theory — including fraud, breach of contract, violations of [Truth in Lending Act], the [Federal Trade Commission] Holder Rule, [Uniform Commercial Code] Article 9 or any other legal theory. Claimant admits he entered into the Retail Installment Sales Contract ("RISC") attached to his Demand for Arbitration, and the RISC contains all required information and disclosures.

(Final Award of Arbitrator, attached to Washington's Application to Confirm Arbitration Award.)

{¶ 9} Washington filed a motion in the trial court to vacate the arbitration award and requested a hearing on his motion. The trial court denied the motion to vacate and declined to hold a hearing. Washington appealed the denial, but the appeal was dismissed for lack of a final appealable order because the arbitration award had not been confirmed.

{¶ 10} Washington then filed an application to confirm the arbitration award and later a second amended application to confirm the award. The trial court issued a journal entry that stated:

Upon application to confirm the arbitration award dated 10/23/2025, the court issues judgment as follows: Defendant's motion to dismiss all claims asserted by Plaintiff is granted. Plaintiff's motion for summary judgment is denied.

{¶ 11} Washington filed the instant appeal.

II. Law and Argument

{¶ 12} "Once an arbitration is completed, a court has no jurisdiction except to confirm and enter judgment (R.C. 2711.09 and 2711.12), vacate (R.C. 2711.10 and 2711.13), modify (R.C. 2711.11 and 2711.13), correct (R.C. 2711.11 and 2711.13), or enforce the judgment (R.C. 2711.14)." *State ex rel. R.W. Sidley, Inc. v. Crawford*, 2003-Ohio-5101, ¶ 22. Under R.C. 2711.09, an application seeking to confirm an arbitration award shall be granted, and a judgment entered thereon, unless the arbitration award is "vacated, modified, or corrected as prescribed in sections 2711.10 and 2711.11 of the Revised Code." Thus, in order to challenge the arbitration award, a party must file a motion to vacate, modify, or correct the award as established under R.C. 2711.10 through 2711.13.

{¶ 13} Here, Washington filed a motion to vacate the arbitration award, which was summarily denied by the trial court. Seeking to appeal the arbitration award, Washington then filed an application to confirm the award. In its journal entry pertaining to the application to confirm, the trial court did not specifically state that it was granting the application to confirm the arbitration award. However, the trial court reiterated the rulings by the arbitrator on the motions filed in the arbitration proceedings, to wit: "Defendant's motion to dismiss all claims asserted

by Plaintiff is granted. Plaintiff's Motion for Summary Judgment is denied." Accordingly, we can assume that the trial court confirmed the rulings and final award of the arbitrator.

{¶ 14} For ease of discussion, we will address Washington's assignments of error out of order.

A. Third Assignment of Error

{¶ 15} In his third assignment of error, Washington argues that the trial court erred by denying his motion to vacate without holding the hearing required by R.C. 2711.11.

{¶ 16} This court has held that a trial court is not required to hold a hearing on a motion to vacate an arbitration award. *White v. Fitch*, 2015-Ohio-4387, ¶ 12 (8th Dist.). Moreover, R.C. 2711.11 applies to the *modification* of an arbitration award, which Washington did not seek. Nonetheless, there is no provision in the arbitration statutes requiring the trial court to hold a hearing when considering vacation of an award.

{¶ 17} We cannot find that the trial court erred in ruling on the motion to vacate without holding a hearing. The third assignment of error is overruled.

B. First and Second Assignments of Error

{¶ 18} Washington's first two assignments of error relate to the arbitrator declining to hold an evidentiary hearing and summarily dismissing his claims. We will address them together.

{¶ 19} In his first assignment of error, Washington argues that the arbitrator committed misconduct by refusing to hear material evidence after scheduling an evidentiary hearing. Washington's second assignment of error asserts that the arbitrator exceeded his powers by dismissing Washington's claims prior to the scheduled evidentiary hearing. Washington contends that the arbitrator violated R.C. 2711.10(C) and (D).

{¶ 20} Judicial review of arbitration awards is narrowly circumscribed by R.C. 2711.10 and 2711.11. "Appellate courts review a trial court's order confirming or vacating 'an arbitration award de novo to see whether any of the statutory grounds for vacating an award exist.'" *Cleveland v. Cleveland Police Patrolmen's Assn.*, 2022-Ohio-4284, ¶ 19 (8th Dist.), quoting *Adams Cty./Ohio Valley Local School v. OAPSE/AFSCME, Local 572*, 2017-Ohio-6929, ¶ 18 (4th Dist.).

{¶ 21} R.C. 2711.10 sets forth the limited situations under which an arbitration award may be vacated and provides in pertinent part:

In any of the following cases, the court of common pleas shall make an order vacating the award upon the application of any party to the arbitration if:

(A) The award was procured by corruption, fraud, or undue means.

(B) There was evident partiality or corruption on the part of the arbitrators, or any of them.

(C) The arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.

(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.

{¶ 22} Washington does not specifically argue that the trial court erred in denying his motion to vacate. However, implicit in his first two assignments of error is the assertion that the trial court should have vacated the award because the arbitrator wrongfully failed to hold an evidentiary hearing. Specifically, Washington argued grounds from R.C. 2711.10, to wit: the arbitrator engaged in misconduct for refusing to hear evidence and the arbitrator exceeded his powers. Accordingly, we will construe the first two assignments of error as pertaining to the trial court's denial of Washington's motion to vacate.

{¶ 23} Washington argues that he was not afforded an evidentiary hearing and that the arbitrator refused to hear his evidence; however, the arbitrator "was within his authority to grant a prehearing motion to dismiss based solely on the pleadings." *Reinglass v. Morgan Stanley Dean Witter, Inc.*, 2006-Ohio-1542, ¶ 15 (8th Dist.), citing *Sheldon v. Vermonty*, 269 F.3d 1202, 1206 (10th Cir. 2001). Washington himself filed a dispositive motion that also could have terminated the proceedings prior to any evidentiary hearing. Presumably, if the arbitrator had ruled in his favor, he would have had no objection to the lack of a hearing.

{¶ 24} Moreover, Washington does not set forth what evidence he would have presented at an evidentiary hearing that was not already before the arbitrator. Washington submitted an affidavit and exhibits with his brief opposing the motion to dismiss and his own motion for summary judgment.

{¶ 25} We cannot find that the trial court erred in denying the motion to vacate based upon the arbitrator’s failure to hold an evidentiary hearing in the arbitration. Washington’s first two assignments of error are overruled.

C. Fourth Assignment of Error

{¶ 26} In his fourth assignment of error, Washington argues that he was denied due process because neither the arbitrator nor the trial court allowed Washington a meaningful opportunity to present evidence. Because we have determined that neither the arbitrator nor the trial court was required to hold a hearing, we overrule this assignment of error.

D. Fifth Assignment of Error

{¶ 27} In his fifth assignment of error, Washington argues that the trial court acted without jurisdiction and exhibited bias by ruling while an affidavit of disqualification was pending against the trial court judge, in violation of R.C. 2701.03.

{¶ 28} The record reflects that Washington filed an affidavit of disqualification under R.C. 2701.03 on December 8, 2025, against the trial court judge. The affidavit of disqualification was dismissed on December 29, 2025, because “Washington ha[d] not established that there [was] anything pending before the judge.” The dismissal judgment entry and decision noted that Washington’s claims had been previously dismissed by the trial court.

{¶ 29} The docket does not reflect any rulings by the trial court between the filing of the affidavit of disqualification and its ultimate dismissal. On July 16, 2025,

the court had granted appellees' motion to dismiss and refer the claims to arbitration. Following the arbitration proceedings, Washington moved to vacate the arbitration award. The trial court denied that motion on November 26, 2025. As noted above, Washington's affidavit of disqualification was not filed until December 8, 2025. Accordingly, the trial court did not take any improper action, and the fifth assignment of error is overruled.

E. Sixth Assignment of Error

{¶ 30} In his sixth assignment of error, Washington contends that the trial court erred by entering a final judgment while his second amended application to confirm the arbitration award remained pending, thereby depriving him of a ruling on a timely application and creating a procedurally defective final order.

{¶ 31} The court's journal entry stated that it was issuing judgment "upon application to confirm the arbitration award dated 10/23/2025" Consequently, it would appear that the court was ruling on the first application rather than the "second amended application" to confirm the arbitration award. But, regardless of which application the journal entry applied to, the court ultimately confirmed the arbitration award, which was the relief sought by Washington in each application.

{¶ 32} Washington further argues that his second amended application also offered "newly discovered securitization evidence." However, a trial court's review of arbitration awards is statutorily limited. *N. Olmsted v. Internatl. Assn. of Firefighters, Local 1267*, 2009-Ohio-960, ¶ 13 (8th Dist.), citing *Miller v. Gunckle*, 2002-Ohio-4932, ¶ 10. "The trial court possesses jurisdiction only to review the

arbitration award; the court cannot review the merits of the claims underlying the award unless the award is vacated.” *Delly v. Harbor Freight Tools USA, Inc.*, 2020-Ohio-919, ¶ 10 (8th Dist.). And there is no provision for the presentation of additional evidence, even if newly discovered, when ruling on an application to confirm an arbitration award.

{¶ 33} The sixth assignment of error is overruled.

{¶ 34} The judgment of the trial court is affirmed.

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

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas 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.

EILEEN T. GALLAGHER, PRESIDING JUDGE

MARY J. BOYLE, J., and
ANITA LASTER MAYS, J., CONCUR