

COURT OF APPEALS OF OHIO, EIGHTH APPELLATE DISTRICT,
CUYAHOGA COUNTY

State ex rel. JTC Solutions, L.L.C. v. Kelley

2026-Ohio-1288 · No. 116096 · Decided April 8, 2026

SUMMARY

The Eighth District Court of Appeals of Ohio granted JTC Solutions, L.L.C.’s petition for a writ of mandamus against Judge Kevin J. Kelley. The court held that the trial court failed to comply with the appellate mandate requiring further inquiry into the enforceability and scope of an arbitration clause and requiring findings identifying the evidence relied upon. The court denied the respondent’s motion to dismiss and directed the trial court to conduct the required inquiry and issue an adequately reasoned judgment entry.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
WRITING FOR THE COURT	Anita Laster Mays; Eileen T. Gallagher; Mary J. Boyle
JURISDICTION	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
DECIDED	April 8, 2026
DOCKET	116096
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Original mandamus action arising from an underlying contract dispute in which the trial court granted a motion to stay proceedings and compel arbitration after remand. JTC sought to compel the trial judge to comply with the appellate court's prior mandate. The respondent moved to dismiss under Civ.R. 12(B)(6).
STANDARD OF REVIEW	On a Civ.R. 12(B)(6) motion, the court tests the sufficiency of the complaint, presumes factual allegations to be true, and draws all reasonable inferences in the relator's favor. Dismissal is appropriate only when it appears beyond doubt that the relator can prove no set of facts warranting relief.
PRECEDENTIAL VALUE	published and precedential
PARTIES	State ex rel. JTC Solutions, L.L.C., relator v. Honorable Judge Kevin J. Kelley, respondent

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QUESTIONS PRESENTED

1. Whether mandamus may issue to compel a trial court to comply with an appellate court's specific remand mandate.
2. Whether JTC had an adequate remedy by appeal despite the trial court's alleged disregard of the appellate mandate.
3. Whether the mandamus complaint stated a claim upon which relief could be granted under Civ.R. 12(B)(6).

HOLDINGS

1. The trial court failed to comply with the appellate mandate because it neither conducted the expressly required inquiry into the enforceability and scope of the arbitration clause nor clearly stated its findings and the evidence supporting them.
2. JTC established a clear legal right to enforcement of the appellate mandate, a corresponding clear legal duty on the respondent judge to comply with it, and the absence of a plain and adequate remedy at law.
3. The complaint stated a claim for mandamus, so the respondent's motion to dismiss was properly denied.

KEY QUOTATIONS

“For a writ of mandamus to issue, a relator must demonstrate that (1) the relator has a clear legal right to the relief prayed for, (2) respondent is under a corresponding clear legal duty to perform the requested acts, and (3) relator has no plain and adequate legal remedy.” (¶ 14)

“Absent extraordinary circumstances, such as an intervening decision by the Supreme Court, an inferior court has no discretion to disregard the mandate of a superior court in a prior appeal in the same case.” (¶ 16)

“If JTC was required to proceed on appeal without being afforded mandamus relief, the reviewing panel would be required to resolve duplicative arguments regarding the trial court’s compliance with our mandate of JTC Solutions I before considering the merits of the underlying motion to compel arbitration.” (¶ 25)

“When a matter is decided on appeal, that matter is the law of the case, and further filings or appeals should not be required to effectuate what has already been decided.” (¶ 27)

FACTUAL BACKGROUND

JTC entered into a Joint Venture Agreement with New Age Consulting Service, Inc. and alleged that New Age unilaterally terminated the agreement and failed to make required payments. The agreement contained an

arbitration provision that exempted claims arising under section 6, which concerned restrictive covenants, and permitted judicial requests for injunctive relief. After the trial court initially denied arbitration, the Eighth District remanded for specific factual and legal determinations concerning enforceability and the scope of the arbitration clause. The trial court then granted arbitration in a brief entry that did not conduct the required inquiry or identify its findings and supporting evidence.

PROCEDURAL HISTORY

JTC sued New Age Consulting Service, Inc. in the Cuyahoga County Court of Common Pleas for breach of contract, violation of R.C. 1335.11, quantum meruit, and declaratory judgment. The trial court initially denied a motion to stay and compel arbitration, but the Eighth District reversed and remanded with instructions to determine whether the arbitration clause was enforceable, whether it applied to all claims, and to state the findings and supporting evidence. On remand, the trial court granted arbitration without conducting the required inquiry or stating findings and evidence. JTC filed this mandamus action, and the Eighth District denied the motion to dismiss and granted the writ.

DISPOSITION

writ_granted

REMAND INSTRUCTIONS

The respondent must conduct further inquiry into (1) whether the arbitration clause is enforceable and (2) whether the arbitration clause applies to all claims raised in JTC's complaint. The respondent must clearly state the findings and the evidence relied upon in the judgment entry.

CASES CITED

- JTC Solutions, L.L.C. v. New Age Consulting Serv., 2025-Ohio-5045 (8th Dist.)
- State ex rel. Fischer Asset Mgmt., L.L.C. v. Scott, 2023-Ohio-3891, ¶ 3, fn. 1 (8th Dist.)
- Patterson v. Cuyahoga Cty. Common Pleas Court, 2019-Ohio-110, ¶ 2, fn. 1 (8th Dist.)
- Cornelison v. Russo, 2018-Ohio-3574, ¶ 8, fn. 2
- State ex rel. Everhart v. McIntosh, 2007-Ohio-4798, ¶ 8
- Citraro v. Computertraining.com Inc., 2013-Ohio-3249, ¶ 19 (8th Dist.)
- Volbers-Klarich v. Middletown Mgt., Inc., 2010-Ohio-2057, ¶ 11
- Clark v. Connor, 82 Ohio St. 3d 309, 311 (1998)
- State ex rel. Serv. Emp. Internatl. Union, Dist. 925 v. State Emp. Relations Bd., 81 Ohio St. 3d 173, 176 (1998)
- Garg v. Scott, 2024-Ohio-1595, ¶ 7 (8th Dist.)
- State ex rel. Taylor v. Glasser, 50 Ohio St. 2d 165, 166 (1977)
- State ex rel. Newton v. Court of Claims, 73 Ohio St. 3d 553, 557 (1995)
- State ex rel. Non-Employees of Chateau Estates Resident Assn. v. Kessler, 2005-Ohio-6182, ¶ 14
- Hopkins v. Dyer, 2004-Ohio-6769, ¶ 15

- State ex rel. Dannaher v. Crawford, 78 Ohio St. 3d 391, 394 (1997)
- Nolan v. Nolan, 11 Ohio St. 3d 1 (1984)
- In re Sanford Fork & Tool Co., 160 U.S. 247, 255-256 (1896)
- State ex rel. Cleveland v. Shaughnessy, 2018-Ohio-4797, ¶¶ 8-9, 25 (8th Dist.)
- State ex rel. Frailey v. Wolfe, 92 Ohio St. 3d 320, 321 (2001)
- Berthelot v. Dezso, 86 Ohio St. 3d 257, 259 (1999)
- State ex rel. Cowan v. Gallagher, 2018-Ohio-1463, ¶ 12
- Gallagher v. Collier-Williams, 2023-Ohio-748, ¶ 14
- Mynes v. Brooks, 2009-Ohio-5946, syllabus
- State ex rel. Kerns v. Simmers, 2018-Ohio-256, ¶ 10
- State ex rel. Gallagher v. Collier-Williams, 2022-Ohio-1177, ¶ 13 (8th Dist.)
- State ex rel. Cleveland v. Astrab, 2014-Ohio-2380, ¶ 26

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