COURT OF APPEALS OF OHIO, ELEVENTH APPELLATE DISTRICT, TRUMBULL COUNTY

Credit Acceptance Corp. v. Burson

2026-Ohio-1610 · No. 2025-T-0063 · Decided May 4, 2026

SUMMARY

The Ohio Eleventh District Court of Appeals affirmed the Girard Municipal Court's order compelling arbitration and staying the case in a dispute arising from a vehicle retail installment contract. The court held that Credit Acceptance Corporation did not waive arbitration by filing the complaint because the arbitration clause expressly permitted arbitration before or after a lawsuit was filed, and the company acted promptly without extensive litigation. The court also held that the contract preserved the seller's arbitration rights and covered the seller's employees and other third-party defendants.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eleventh Appellate District, Trumbull County
WRITING FOR THE COURT	John J. Eklund; Matt Lynch; Eugene A. Lucci
JURISDICTION	Ohio Court of Appeals, Eleventh Appellate District, Trumbull County
DECIDED	May 4, 2026
DOCKET	2025-T-0063
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendants appealed the Girard Municipal Court's order granting Credit Acceptance Corporation's amended motion to compel arbitration and stay the case.
STANDARD OF REVIEW	An order staying a case and compelling arbitration, including the trial court's determination of waiver, is reviewed for abuse of discretion. The court also applied contract-interpretation principles to determine the scope of the arbitration agreement.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Robert W. Burson, III, Robert W. Burson II v. Credit Acceptance Corporation

TOPICS

arbitration contracts civil procedure appellate procedure standard of review

PRACTICE AREAS

Arbitration Contract law Civil procedure Appellate procedure Commercial litigation

QUESTIONS PRESENTED

1. Whether Credit Acceptance waived its contractual right to compel arbitration by filing the collection lawsuit and participating in the early stages of the litigation.
2. Whether Valley Auto Finance and its employees remained subject to the arbitration agreement, despite Valley Auto's assignment of its rights under the retail installment contract to Credit Acceptance.
3. Whether the trial court violated R.C. 2711.03 by granting the motion to compel arbitration without holding an oral or evidentiary hearing.

HOLDINGS

1. Credit Acceptance did not waive its contractual right to compel arbitration. Where an arbitration clause expressly permits either party to demand arbitration before or after a lawsuit is filed, filing the complaint alone is not conduct inconsistent with the right to arbitrate; waiver requires additional conduct that is completely inconsistent with that right, and Credit Acceptance acted promptly without engaging in extensive litigation or discovery.
2. Valley Auto Finance retained a right to compel arbitration, and Valley Auto and its employees remained parties covered by the arbitration clause. The contract's language expressly included both the seller and the seller's assignee, as well as their employees, within the definition of the parties entitled to invoke arbitration.
3. The trial court satisfied R.C. 2711.03 by vacating its initial order, considering the Bursons' memorandum in opposition, and then ruling on the motion. The statute does not require an oral or evidentiary hearing absent a proper request.

KEY QUOTATIONS

> “*Under the arbitration clause before us, the filing of a complaint does not constitute action inconsistent with Appellee’s right to arbitrate and does not work to effect a waiver of that right.*” (¶ 37)

> “*Therefore, both Valley Auto and Appellee retain rights under the explicit terms of the Arbitration Clause.*” (¶ 50)

FACTUAL BACKGROUND

The Bursons entered into a vehicle retail installment contract with Valley Auto Finance as creditor-seller. The contract was assigned to Credit Acceptance Corporation, but its arbitration clause defined the covered parties to include the seller, the seller's assignee, and their employees, and allowed arbitration to be demanded before or after a lawsuit was filed. Credit Acceptance filed a collection action, and after the Bursons answered and asserted counterclaims and third-party claims, Credit Acceptance promptly moved to compel arbitration. The municipal court ordered all claims to arbitration and stayed the case.

PROCEDURAL HISTORY

Credit Acceptance filed a collection complaint after the Bursons allegedly failed to make payments under a vehicle retail installment contract. The Bursons answered, asserted counterclaims, and filed a third-party complaint against Valley Auto Finance and its employees. After the parties filed pleadings and limited discovery-related activity, Credit Acceptance moved to compel arbitration and stay the case. The municipal court initially granted the motion, vacated that ruling for reconsideration after the Bursons opposed the motion, and then again granted the motion, ordering all claims to arbitration and staying the case. The court of appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Moses H. Cone Mem. Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24-25 (1983)
- Alkenbrack v. Green Tree Servicing, L.L.C., 2009-Ohio-6512, ¶ 14 (11th Dist.)
- Gardner v. Dinallo & Wittrup Homes, Inc., 2025-Ohio-1899, ¶ 11 (11th Dist.)
- Crowe Ents., Inc. v. Amicon Med. Group, Inc., 2014-Ohio-11, ¶¶ 22, 24 (11th Dist.)
- Household Realty Corp. v. Rutherford, 2004-Ohio-2422, ¶ 25 (2d Dist.)
- Walker v. J.C. Bradford & Co., 938 F.2d 575, 577 (5th Cir. 1991)
- Morgan v. Sundance, Inc., 596 U.S. 411, 417 (2022)
- Schwebke v. United Wholesale Mtge. L.L.C., 96 F.4th 971, 974-975 (6th Cir. 2024)
- Griffith v. Linton, 130 Ohio App.3d 746, 752-753 (10th Dist. 1998)
- Hogan v. Cincinnati Fin. Corp., 2004-Ohio-3331, ¶ 25 (11th Dist.)
- Glenmoore Builders, Inc. v. Kennedy, 2001 WL 1561742, *4-*5 (11th Dist. Dec. 7, 2001)
- Liberty Credit Servs. Assignee v. Yonker, 2013-Ohio-3976, ¶ 28 (11th Dist.)
- Farrow Builders, Inc. v. Slodov, 2001 WL 735583, *1 n.2 (11th Dist. June 29, 2001)
- Checksmart v. Morgan, 2003-Ohio-163, ¶¶ 15-17 (8th Dist.)
- Std. Roofing Co. v. John G. Johnson & Sons Constr. Co., 54 Ohio App.2d 153, 155 (8th Dist. 1977)
- Rock v. Merrill Lynch, Pierce, Fenner & Smith, Inc., 79 Ohio App.3d 126, 128 (8th Dist. 1992)
- Mills v. Jaguar-Cleveland Motors, Inc., 69 Ohio App.2d 111, 113 (8th Dist. 1980)
- Montecalvo Elec. Inc. v. Cluster Homes, Inc., 2003-Ohio-355, ¶¶ 15-16 (9th Dist.)
- Finish Line, Inc. v. Patrone, 2013-Ohio-5527, ¶¶ 1, 12-15 (7th Dist.)
- Household Realty Corp. v. Rutherford, 2004-Ohio-2422, ¶¶ 1, 10, 12, 23, 28-29 (2d Dist.)
- Credit Acceptance Corp. v. Davisson, 644 F. Supp. 2d 948, 957 (N.D. Ohio 2009)
- Naylor Family Partnership v. Home S. & L. Co. of Youngstown, 2014-Ohio-2704, ¶ 25 (11th Dist.)

- W. Broad Chiropractic v. Am. Family Ins., 2009-Ohio-3506, ¶ 14
- Choice Hotels Internatl., Inc. v. C & O Developers, L.L.C., 2022-Ohio-3234, ¶ 24 (8th Dist.)
- State v. Quarterman, 2014-Ohio-4034, ¶ 18
- Nemeth v. Nemeth, 2008-Ohio-3263, ¶ 22 (11th Dist.)
- Chrysler Fin. Servs. v. Henderson, 2011-Ohio-6813, ¶ 21 (4th Dist.)
