

COURT OF APPEALS OF OHIO, FIFTH APPELLATE DISTRICT, STARK
COUNTY

Canton-Stark Cty. Sewer Cleaning, Inc. v. Magee

2026-Ohio-219 · No. 2025CA00054 · Decided January 23, 2026

SUMMARY

The Ohio Fifth District Court of Appeals reviewed claims arising from plumbing and sewer repair work, including breach of contract, unjust enrichment, Ohio Home Solicitation Sales Act, and Ohio Consumer Sales Practices Act claims. The court affirmed in part and reversed in part, remanding for clarification of whether an enforceable contract existed and, consequently, whether restitution for unjust enrichment was available.

CASE DETAILS

COURT	Court of Appeals of Ohio, Fifth Appellate District, Stark County
WRITING FOR THE COURT	Craig R. Baldwin, P.J.; Robert G. Montgomery, J.; Kevin W. Popham, J.
JURISDICTION	Court of Appeals of Ohio, Fifth Appellate District, Stark County
DECIDED	January 23, 2026
DOCKET	2025CA00054
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The homeowners appealed from a common pleas court judgment entered after a bench trial and an earlier summary-judgment ruling. The service company filed a cross-appeal challenging the finding of a Consumer Sales Practices Act violation.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. Questions of law are reviewed de novo. A trial court's factual findings are reviewed under the manifest-weight standard and will not be reversed when supported by some competent, credible evidence. Attorney-fee decisions are reviewed for abuse of discretion, meaning an unreasonable, arbitrary, or unconscionable decision.
PRECEDENTIAL VALUE	published
PARTIES	Casey M. Magee, Sara M. Magee v. Canton-Stark County Sewer Cleaning, Inc. dba Roto-Rooter

TOPICS

breach of contract

unjust enrichment

consumer protection

standard of review

appellate procedure

PRACTICE AREAS

contract law

consumer protection

equitable remedies

appellate procedure

QUESTIONS PRESENTED

1. Whether the Home Solicitation Sales Act applied to the transaction when the homeowners initiated contact and the seller maintained a fixed business location where the relevant goods or services were regularly offered.
2. Whether the trial court's inconsistent findings regarding the existence and terms of an express contract permitted recovery under unjust enrichment and required reversal and remand.
3. Whether the trial court's findings concerning alleged violations of Ohio Adm.Code 109:4-3-05(D)(8) and (D)(11) were against the manifest weight of the evidence.
4. Whether the trial court abused its discretion by denying the homeowners attorney fees under R.C. 1345.09(F)(2).
5. Whether the trial court's finding of a violation of Ohio Adm.Code 109:4-3-05(D)(12) was against the manifest weight of the evidence.

HOLDINGS

1. The Home Solicitation Sales Act did not apply because the homeowners initiated contact for the purpose of obtaining plumbing services and the company regularly offered the relevant goods or services at a fixed business location in Ohio.
2. The trial court's inconsistent findings concerning the existence and price of an oral contract and its award of restitution under unjust enrichment could not stand. The judgment on the parties' breach-of-contract claims and the company's unjust-enrichment claim was reversed and remanded for clarification and application of the proper remedial framework.
3. The homeowners failed to establish that the company represented that repairs or services were necessary when they were not, or that it materially understated or misstated the estimated cost of repair or service.
4. The trial court did not abuse its discretion by denying attorney fees despite finding Consumer Sales Practices Act violations and awarding statutory and noneconomic damages.
5. The trial court's finding that the company violated Ohio Adm.Code 109:4-3-05(D)(12) was supported by the evidence and was not against the manifest weight of the evidence.

KEY QUOTATIONS

“The trial court’s judgment contains unresolved and inconsistent findings regarding the contract and whether an equitable remedy is available. Accordingly, the appropriate remedy is to reverse the judgment on the findings for the appellants’ and appellee’s claims for breach of contract and the appellee’s claim for unjust

enrichment and remand for the trial court to make appropriate findings of fact and apply the corresponding legal framework to the remedies available.” (§39-40)

“However, the existence of an imperfectly explained estimate does not, by itself establish a (D)(11) violation; the rule requires proof of a material understatement or misstatement of the estimated cost of the repair or service.” (§47)

FACTUAL BACKGROUND

The homeowners contacted the plumbing company about a basement leak and sewage exposure. The company proposed underground plumbing work for \$11,237.19, but the estimate was not itemized and the homeowners did not sign a written agreement; the company later reduced the invoice to \$7,623.40 without the homeowners' agreement. The company performed and reworked plumbing services, while the homeowners ultimately refused to pay. The trial court made inconsistent findings regarding the existence and price of an oral contract and also found several Consumer Sales Practices Act violations.

PROCEDURAL HISTORY

The company sued for payment of plumbing work, unjust enrichment, and foreclosure of a mechanic's lien. The mechanic's-lien claim was dismissed, and the trial court granted summary judgment against the homeowners on their Home Solicitation Sales Act claim. After a bench trial, the magistrate and trial court entered judgment on the parties' contract, unjust-enrichment, fraud, fraudulent-inducement, and Consumer Sales Practices Act claims. The appellate court affirmed in part, reversed in part, and remanded for clarification of the contract and unjust-enrichment findings and remedies.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The Stark County Court of Common Pleas must clarify and determine whether an enforceable contract governed the work and, if so, its essential terms. Depending on that determination, it must decide whether restitution under unjust enrichment is available and the proper measure of recovery, while making corresponding findings on the parties' breach-of-contract claims and the company's unjust-enrichment claim.

CASES CITED

- Smiddy v. The Wedding Party, Inc., 30 Ohio St.3d 35, 36 (1987)
- Grafton v. Ohio Edison Co., 1996-Ohio-336
- Temple v. Wean, Inc., 50 Ohio St.2d 317 (1977)
- Infield v. Westfield Ins. Co., 2023-Ohio-1199, ¶21 (5th Dist.)
- Celotex Corp. v. Catrett, 477 U.S. 317, 330 (1986)
- Dresher v. Burt, 75 Ohio St.3d 280, 293, 1996-Ohio-107, 662 N.E.2d 264 (1996)
- Williams v. First United Church of Christ, 37 Ohio St.2d 150, 309 N.E.2d 924 (1974)

- New Phila, Inc. v. Sangrilla, 2002-Ohio-3485, ¶47 (5th Dist.)
- Hambleton v. R.G. Barry Corp., 12 Ohio St.3d 179, 183 (1984)
- Beatley v. Beatley, 2005-Ohio-1846, ¶61 (10th Dist.)
- Zoar View Wilkshire, LLC v. Wilkshire Golf, Inc., 2023-Ohio-2848, ¶26 (5th Dist.)
- Padula v. Wagner, 2015-Ohio-2374, ¶48 (9th Dist.)
- Brown v. Scioto County Board of Commissioners, 87 Ohio App.3d 704, 711 (4th Dist. 1993)
- State v. Butler, 2024-Ohio-4651, ¶75 (5th Dist.)
- C.E. Morris Co. v. Foley Const. Co., 54 Ohio St.2d 279 (1978)
- State ex rel. Celebrezze v. Environmental Enterprises, Inc., 53 Ohio St.3d 147, 154 (1990)
- State v. Blankenship, 2023-Ohio-2162, ¶25 (5th Dist.)
- Blakemore v. Blakemore, 5 Ohio St.3d 217 (1983)

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