

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

SRS 2019, L.L.C. v. ARK Mgt., L.L.C.

2026-Ohio-463 · No. 115251 · Decided February 12, 2026

SUMMARY

The Eighth District Court of Appeals of Ohio affirmed a judgment following a bench trial in favor of ARK Management, LLC, and Chaim Cohen on SRS 2019, LLC's breach-of-contract, unjust-enrichment, conversion, negligent-misrepresentation, and fraud claims. The court held that SRS invited any error concerning the enforceability of the management agreement, that Ohio's real-estate-licensing statutes did not provide SRS with a private cause of action for the requested relief, and that the defense verdict was not against the manifest weight of the evidence. The court also held that SRS waived its request for attorney fees under Ohio Revised Code 2323.51 by failing to file the required motion within 30 days of judgment.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
WRITING FOR THE COURT	Sean C. Gallagher, P.J.; Kathleen Ann Keough, J.; William A. Klatt, J., sitting by assignment
JURISDICTION	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
DECIDED	February 12, 2026
DOCKET	115251
DISPOSITION	affirmed
PROCEDURAL POSTURE	SRS 2019, LLC appealed from a judgment entered after a bench trial in favor of ARK Management, LLC and Chaim Cohen on SRS's breach-of-contract, unjust-enrichment, conversion, negligent-misrepresentation, and fraud claims. The trial court entered judgment for SRS on the defendants' defamation counterclaim but did not award attorney fees.
STANDARD OF REVIEW	For manifest-weight challenges, the appellate court weighs the evidence and reasonable inferences, considers witness credibility, and determines whether the factfinder clearly lost its way and created a manifest miscarriage of justice. The judgment is reversed on manifest weight only in the exceptional case in which the evidence weighs heavily against it.

PRECEDENTIAL VALUE

Published Ohio Court of Appeals opinion

PARTIES

SRS 2019, LLC v. ARK Management, LLC, Chaim Cohen

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QUESTIONS PRESENTED

1. Whether the trial court erred in treating the unsigned management agreement between SRS and ARK Management as valid and enforceable when SRS argued that the agreement was illegal under R.C. 4735.02.
2. Whether the defense verdict on SRS's breach-of-contract, fraud, and misrepresentation claims was against the manifest weight of the evidence.
3. Whether SRS was entitled to attorney fees under R.C. 2323.51 for defending against the defamation counterclaim despite not filing a timely statutory motion.

HOLDINGS

1. The trial court did not err in recognizing an enforceable agreement between SRS and ARK Management for purposes of SRS's breach-of-contract claim because SRS asserted that claim under the agreement and relied on the agreement's expense-approval provision. A party may not obtain reversal based on an error it invited or induced.
2. The defense verdict was not against the manifest weight of the evidence. SRS failed to establish that expenses exceeding \$500 lacked approval, that Cohen made actionable false representations about licensure or qualifications, or that the stated return-on-investment figures were fraudulent.
3. SRS waived any claim for attorney fees under R.C. 2323.51 by failing to file the motion required by R.C. 2323.51(B)(1) within 30 days after the final judgment. A request in a closing argument or proposed findings and conclusions is insufficient.

KEY QUOTATIONS

“The doctrine of invited error provides that a litigant may “take advantage of an error which he himself invited or induced.””

“A manifest-weight challenge should be sustained “only in the exceptional case in which the evidence weighs heavily against the conviction.””

“Proposed findings of facts and conclusions of law for bench trials are not the proper mechanism to assert claims under R.C. 2323.51.”

FACTUAL BACKGROUND

SRS, whose sole member was Shalom Simon, purchased six Ohio properties and engaged ARK Management, managed by Chaim Cohen, to provide property-management services. The parties never signed the proposed management agreement but operated under its terms, including a provision requiring approval for expenses exceeding \$500 and compensating ARK based on rents collected. After the relationship ended, SRS challenged the agreement and sought damages and restitution based on alleged unauthorized expenses, unperformed work, licensing violations, and alleged misrepresentations concerning investment returns; the trial court rejected those claims.

PROCEDURAL HISTORY

SRS sued ARK Management and Cohen in the Cuyahoga County Court of Common Pleas. After a bench trial, the trial court found that SRS failed to prove its claims, concluded that the management agreement was enforceable for purposes of the claims asserted, and declined to award attorney fees under R.C. 2323.51 because no proper motion had been filed. SRS timely appealed, and the Eighth District affirmed.

DISPOSITION

affirmed

CASES CITED

- Hayes v. Mingo Properties, LLP, 2025-Ohio-378, ¶ 26 (8th Dist.)
- State v. Garrett, 2022-Ohio-4218, ¶ 203
- Hal Artz Lincoln-Mercury Inc. v. Ford Motor Co. Lincoln-Mercury Div., 28 Ohio St.3d 20 (1986), paragraph one of the syllabus
- R.P. Davis Constr. Co. v. Noll, 1993 Ohio App. LEXIS 3126, *6 (12th Dist. June 21, 1993)
- State v. Thompson, 78 Ohio St.3d 380, 387 (1997)
- State v. Martin, 20 Ohio App.3d 172, 175 (1st Dist. 1983)
- Eastley v. Volkman, 2012-Ohio-2179, ¶ 17
- Bloom v. Bloom, 2020-Ohio-4107, ¶ 87 (11th Dist.)