

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

Grinder v. Schaaf

2026-Ohio-312 · No. 2024-P-0081 · Decided February 2, 2026

SUMMARY

The Ohio Court of Appeals, Eleventh District, affirmed judgments awarding Timothy Grinder \$99,764.70 for home-repair work, validating a mechanic’s lien, and ordering foreclosure against Marcella A. Schaaf’s property. The court held that the mechanic’s lien affidavits were valid under controlling Ohio Supreme Court precedent despite containing acknowledgment language rather than a notarial jurat. The court also held that Schaaf could not obtain remedies under Ohio’s Home Solicitation Sales Act because she never provided valid notice cancelling the agreement.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eleventh Appellate District, Portage County
WRITING FOR THE COURT	Scott Lynch, J.; Matt Lynch, P.J.; John J. Eklund, J.
JURISDICTION	Court of Appeals of Ohio, Eleventh Appellate District, Portage County
DECIDED	February 2, 2026
DOCKET	2024-P-0081
DISPOSITION	affirmed
PROCEDURAL POSTURE	Schaaf appealed the Portage County Court of Common Pleas's judgments awarding Grinder \$99,764.70 for home repair work, determining that Grinder held a valid mechanic's lien, and ordering foreclosure of the lien.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. Adoption of a magistrate's decision is reviewed for abuse of discretion. The court also reviewed alleged procedural error for prejudice.
PRECEDENTIAL VALUE	published
PARTIES	Marcella A. Schaaf v. Timothy Grinder

TOPICS

- mechanics liens
- foreclosure
- consumer protection
- contracts
- appellate procedure

PRACTICE AREAS

construction law

real estate

contracts

consumer protection

appellate procedure

remedies

QUESTIONS PRESENTED

1. Whether the mechanic's lien affidavits created a valid lien despite containing acknowledgment certificates rather than jurats.
2. Whether the Home Solicitation Sales Act barred Grinder from recovering for the home-repair work or required a refund because the written agreement lacked statutory cancellation language.
3. Whether the trial court erred by adopting the magistrate's decision during the objection period and by failing to expressly address Schaaf's HSSA objections.
4. Whether the trial court's attorney-fee ruling was reviewable when no attorney fees had yet been awarded.

HOLDINGS

1. Under State ex rel. Maras v. LaRose, the mechanic's lien affidavits were valid because the affidavit declarations stated that Grinder was duly sworn and, when the documents were read as a whole, the record established that the statement was made under oath.
2. The home-repair transaction was a home solicitation sale covered by the HSSA, but the Act's noncompliance did not automatically invalidate the agreement or bar Grinder's recovery. Because Schaaf never provided valid statutory notice of cancellation, she was not entitled to HSSA cancellation remedies or a refund.
3. The trial court did not err by adopting the magistrate's decision during the fourteen-day objection period because Civ.R. 53 permits adoption during that period so long as the decision is stayed pending disposition of timely objections.
4. Although the trial court did not expressly rule on Schaaf's HSSA arguments, the omission did not constitute reversible error because Schaaf relied on undisputed factual findings and suffered no prejudice.
5. The challenge to attorney fees was premature because the trial court had not yet determined whether Grinder would receive any attorney-fee award.

KEY QUOTATIONS

“Pursuant to the supreme court’s decision in Maras, the affidavits submitted by Grinder created a valid mechanic’s lien.” (¶ 25)

“We emphasize that, under the HSSA, a home solicitation sale agreement is not invalid if it fails to conform to the statutory requirements but, rather, is subject to cancellation by the buyer upon the provision of valid notice.” (¶ 35)

“The Civil Rules expressly allow the court to adopt a magistrate’s decision during the fourteen-day period for filing objections provided that the magistrate’s decision is stayed until the court disposes of timely filed

objections.” (§ 38)

FACTUAL BACKGROUND

A kitchen fire damaged Schaaf's property, and Schaaf hired Grinder to perform restoration and renovation work using insurance proceeds. Schaaf paid a \$10,000 deposit, received approximately \$84,000 in insurance proceeds, and Grinder performed work from January through June 2021 before Schaaf had him removed from the property. Schaaf had not paid the balance for the completed work, and Grinder recorded mechanic's lien affidavits seeking approximately \$99,764.70. The affidavits stated that Grinder was duly sworn, but the notarial certificates used acknowledgment language rather than expressly stating that an oath or affirmation had been administered.

PROCEDURAL HISTORY

Grinder sued to foreclose a mechanic's lien arising from unpaid property-repair work. The trial court granted Grinder partial summary judgment on lien validity, and a magistrate later entered judgment for Grinder, found the lien valid, and ordered foreclosure. Schaaf's objections were overruled, the trial court entered a supplemental final judgment, and Schaaf appealed. The appellate court initially issued an opinion reversing on lien validity, vacated that opinion on reconsideration, and affirmed the trial court in this substituted opinion.

DISPOSITION

affirmed

CASES CITED

- Schlegel v. Summit Cty., 2024-Ohio-5678
- In re Disqualification of Edwards, 2024-Ohio-6173
- State ex rel. White v. Franklin Cty. Bd. of Elections, 2020-Ohio-524
- In re Disqualification of O'Brien, 2024-Ohio-6135
- Stern v. Bd. of Elections of Cuyahoga Cty., 14 Ohio St. 2d 175 (1968)
- In re Disqualification of O'Brien, 2024-Ohio-6135
- In re Disqualification of Cook, 2023-Ohio-4883
- State v. Miller, 2023-Ohio-3448
- State ex rel. Evergreen Co. v. Bd. of Elections of Franklin Cty., 48 Ohio St. 2d 29 (1976)
- State ex rel. Maras v. LaRose, 2022-Ohio-3295
- In re Disqualification of Pokorny, 74 Ohio St. 3d 1238 (1992)
- 1900 Capital Trust II by U.S. Bank Trust Nat'l Ass'n v. House-Redd, 2025-Ohio-3274
- State v. Barron, 2023-Ohio-1249
- State v. Brill, 2023-Ohio-404
- Milkovich v. News-Herald, 46 Ohio App. 3d 20 (11th Dist. 1989), rev'd on other grounds sub nom. Milkovich v. Lorain Journal Co., 497 U.S. 1 (1990)
- Brown v. Martinelli, 66 Ohio St. 2d 45 (1981)

- Mapleview Operating Co. v. Valletto, 2025-Ohio-1898
- J&S Motors, L.L.C. v. Hendking, 2025-Ohio-2925
- Smith v. Sack, 2016-Ohio-763
- Kamposek v. Johnson, 2005-Ohio-344
- White v. Allstate Ins. Co., 2008-Ohio-140
- Santos v. Buckeye 5, LLC, 2023-Ohio-3602
- Lunar Lagoons LLC v. Stephens, 2025-Ohio-2389
- Griffin Contracting and Restoration v. McIntyre, 2018-Ohio-3121

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