

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

Willoughby Eastlake City Schools v. Am. Fireworks Co.

2026-Ohio-66 · No. 2025-L-030 · Decided January 8, 2026

SUMMARY

The Eleventh District Court of Appeals of Ohio dismissed the appeal for lack of a final appealable order. The trial court’s judgment addressed some claims but did not resolve all claims or include Civ.R. 54(B) language, and its oral directed verdict on the breach-of-contract claim had not been journalized. The court held that the parties may appeal after a final judgment is entered as to all claims or the trial court properly includes a no-just-reason-for-delay determination.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eleventh Appellate District, Lake County
WRITING FOR THE COURT	Matt Lynch, P.J.; John J. Eklund, J.; Scott Lynch, J.
JURISDICTION	Ohio Court of Appeals, Eleventh Appellate District, Lake County
DECIDED	January 8, 2026
DOCKET	2025-L-030
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs appealed from a February 11, 2025 judgment entered after a jury trial. The appellate court dismissed the appeal sua sponte for lack of a final appealable order because unresolved claims remained and the judgment lacked Civ.R. 54(B) language.
STANDARD OF REVIEW	Appellate jurisdiction and the existence of a final appealable order are reviewed as matters of law and may be considered sua sponte.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals memorandum opinion; precedential value is subject to Ohio law governing published appellate decisions.
PARTIES	Willoughby Eastlake City Schools, Travelers Property Casualty Company of America v. American Fireworks Company

TOPICS

- appellate jurisdiction
- final judgment rule
- appellate procedure
- civil procedure
- contracts

PRACTICE AREAS

appellate procedure

civil procedure

contracts

torts

QUESTIONS PRESENTED

1. Whether the February 11, 2025 judgment was a final appealable order when it addressed only some claims in a multi-claim action and did not contain Civ.R. 54(B) language.
2. Whether an oral directed verdict that was never journalized resolved the breach-of-contract claim for purposes of appellate jurisdiction.
3. Whether the appellate court had jurisdiction to review the assignments of error concerning the directed verdict, evidentiary rulings, and damages award.

HOLDINGS

1. A judgment resolving fewer than all claims in a multi-claim action is not a final appealable order unless the requirements of both R.C. 2505.02 and Civ.R. 54(B), when applicable, are satisfied.
2. An oral ruling granting a directed verdict does not resolve a claim for purposes of appellate jurisdiction when the ruling has not been journalized in a judgment entry.

KEY QUOTATIONS

“An order of a court is a final, appealable order only if the requirements of both Civ.R. 54(B), if applicable, and R.C. 2505.02 are met.” (§ 7)

“A court speaks only through its journal entries, not through oral pronouncements.” (§ 9)

FACTUAL BACKGROUND

A fireworks display conducted by American Fireworks Company on July 4, 2019, allegedly damaged the roof of property owned by Willoughby Eastlake City Schools and insured by Travelers. Travelers paid at least \$1,282,946.77 for roof replacement, and the School paid a \$5,000 deductible. Following trial, the jury found American Fireworks strictly liable and awarded \$89,169 in damages, while finding for American Fireworks on negligence and negligence per se.

PROCEDURAL HISTORY

Plaintiffs initially filed suit in 2021 and refiled their complaint in 2024 against American Fireworks Company, asserting negligence, negligence per se, strict liability, res ipsa loquitur, breach of warranty, and breach of contract. After a five-day jury trial, the trial court orally granted a directed verdict on the breach-of-contract claim, the jury returned verdicts for the defendant on negligence and negligence per se and for the plaintiffs on strict liability, and the court journalized a judgment reflecting only those verdicts. Plaintiffs appealed, but the court of appeals determined that claims for res ipsa loquitur, breach of warranty, and breach of contract remained unresolved and dismissed the appeal.

DISPOSITION

dismissed

CASES CITED

- Lloyd v. Thornsbery, 2018-Ohio-2580, ¶ 5 (11th Dist.)
- Gen. Acc. Ins. Co. v. Ins. Co. of N. Am., 44 Ohio St.3d 17, 20 (1989)
- Chef Italiano Corp. v. Kent State University, 44 Ohio St.3d 86 (1989)
- Gaskins v. Shiplevy, 76 Ohio St.3d 380, 382 (1996)
- Saldana v. Auto-Owners Ins., 2003-Ohio-6409, ¶ 4 (11th Dist.)
- Whitaker-Merrell Co. v. Geupel Constr. Co., 29 Ohio St.2d 184, 186 (1972)
- Myocare Nursing Home, Inc. v. Hohmann, 2017-Ohio-186, ¶ 15 (8th Dist.)
- State ex rel. McGinty v. Eighth Dist. Court of Appeals, 2015-Ohio-937, ¶ 13
- Carter v. Lake Cty. Govt., 2014-Ohio-4742, ¶ 8 (11th Dist.)
- Jones v. Natural Essentials, Inc., 2015-Ohio-5222, ¶ 7 (11th Dist.)
- Byers v. Coppel, 1999 WL 1125060, *2 (4th Dist. Nov. 29, 1999)

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