

COURT OF APPEALS OF OHIO, FOURTH APPELLATE DISTRICT,  
PICKAWAY COUNTY

Candlewood Custom Homes, Inc. v. Saunders

2026-Ohio-2038 · No. 25CA12 · Decided May 27, 2026

SUMMARY

The Ohio Fourth District Court of Appeals reviewed a judgment awarding Candlewood Custom Homes, Inc. \$20,544 on an unjust-enrichment claim arising from a residential construction agreement. The court addressed the Saunders defendants’ challenges to the denial of a new trial and relief from judgment based on a magistrate’s campaign contribution to opposing counsel’s election opponent, as well as related claims concerning breach of contract, slander of title, and unjust enrichment. The appeal also involved Candlewood’s challenges to the reduction of damages and denial of prejudgment interest.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| COURT                 | Court of Appeals of Ohio, Fourth Appellate District, Pickaway County                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| WRITING FOR THE COURT | Peter B. Abele; Smith, P.J.; Wilkin, J.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| JURISDICTION          | Ohio Court of Appeals, Fourth Appellate District, Pickaway County                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| DECIDED               | May 27, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| DOCKET                | 25CA12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| DISPOSITION           | affirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| PROCEDURAL POSTURE    | Civil appeal and cross-appeal from a judgment of the Pickaway County Common Pleas Court following a bench trial before a magistrate. The trial court adopted the magistrate's decision, awarded Candlewood \$20,544 for unjust enrichment, denied the Saunderses' motions for a new trial and relief from judgment, and denied Candlewood's motion for prejudgment interest.                                                                                                                                                        |
| STANDARD OF REVIEW    | Abuse of discretion for the denial of the Civ.R. 59(A) new-trial motion, denial of Civ.R. 60(B)(5) relief, the unjust-enrichment damage award, and the trial court's equitable determinations; plain-error review for issues waived by failure to make specific objections to the magistrate's decision; review of legal conclusions drawn from a magistrate's decision is limited when no transcript or affidavit is provided; the court applied the statutory requirements de novo in analyzing the prejudgment-interest statute. |

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| <b>PRECEDENTIAL VALUE</b> | Published, precedential Ohio appellate opinion                    |
| <b>PARTIES</b>            | Brian Saunders, Melissa Saunders v. Candlewood Custom Homes, Inc. |

## TOPICS

construction law unjust enrichment motion for new trial prejudgment interest appellate procedure

## PRACTICE AREAS

construction law contracts civil procedure appellate procedure remedies real estate

## QUESTIONS PRESENTED

1. Whether the trial court abused its discretion by denying the Saunderses' Civ.R. 59(A) motion for a new trial based on the magistrate's alleged failure to disqualify herself.
2. Whether the trial court abused its discretion by denying the Saunderses' Civ.R. 60(B)(5) motion for relief from judgment.
3. Whether the trial court plainly erred by awarding Candlewood damages for unjust enrichment despite the existence of a written construction agreement.
4. Whether the Saunderses established a breach of the duty to perform construction work in a workmanlike manner.
5. Whether the Saunderses established a claim for slander of title.
6. Whether the trial court abused its discretion by reducing Candlewood's unjust-enrichment award by \$5,000 for uncompleted punch-out work.
7. Whether Candlewood was entitled to prejudgment interest under R.C. 1343.03(C) or R.C. 1343.03(A) on its unjust-enrichment award.

## HOLDINGS

1. A magistrate's \$100 campaign contribution to the primary-election opponent of a party's counsel, without evidence of a substantial political relationship, personal bias, prejudice, or actual influence on the proceeding, does not require disqualification and does not constitute an irregularity or good cause warranting a new trial.
2. Relief under Civ.R. 60(B)(5) was properly denied because the Saunderses failed to establish a qualifying reason for relief, including any required disqualification of the magistrate.
3. A party may recover in unjust enrichment when an express agreement fails for lack of a genuine meeting of the minds, even though the parties entered a written construction agreement.
4. A party that fails to state with particularity an objection to a magistrate's factual finding or legal conclusion waives that issue on appeal, except for plain error; failure to provide a transcript or affidavit further limits review of factual findings.

5. The Saunderses failed to establish that Candlewood breached Ohio's duty to perform residential construction in a workmanlike manner.
6. The Saunderses were not entitled to recover for slander of title because they failed to establish malice or reckless disregard, and the trial court also found no proven actual or special damages.
7. The trial court did not abuse its discretion by reducing Candlewood's unjust-enrichment award by \$5,000, the value of punch-out work Candlewood did not complete.
8. A judgment for unjust enrichment does not entitle the prevailing party to prejudgment interest under R.C. 1343.03(C) or R.C. 1343.03(A) on the facts presented.

## KEY QUOTATIONS

*“To prevail on a motion under Civ.R. 60(B), the movant must demonstrate that (1) the party has a meritorious defense or claim to present if relief is granted, (2) the party is entitled to relief under one of the grounds in Civ.R. 60(B)(1)-(5), and (3) the motion is made within a reasonable time.” (¶ 49)*

*“Thus, the doctrine is sharply limited to the extremely rare case involving exceptional circumstances where error, to which no objection was made at the trial court, seriously affects the basic fairness, integrity, or public reputation of the judicial process, thereby challenging the legitimacy of the underlying judicial process itself.” (¶ 61)*

*“The mandatory language of R.C. 1343.03(A) means that the trial court must award prejudgment interest when appropriate.” (¶ 88)*

## FACTUAL BACKGROUND

In 2018, Candlewood and the Saunderses entered a written agreement for construction of the Saunderses' home, with an estimated construction cost of \$346,500 and a \$55,000 management fee. Candlewood stopped work in July 2020 after the parties' relationship deteriorated. The magistrate and trial court found that the parties lacked a genuine meeting of the minds sufficient to support a breach-of-contract recovery, but that Candlewood conferred a benefit warranting unjust-enrichment damages, reduced by \$5,000 for uncompleted punch-out work. The Saunderses also challenged the magistrate's impartiality based on a \$100 campaign contribution to their counsel's primary-election opponent and asserted claims concerning defective siding and a mechanic's lien.

## PROCEDURAL HISTORY

Candlewood sued the Saunderses for breach of contract, unjust enrichment, fraudulent inducement, and mechanic's-lien foreclosure. The Saunderses asserted counterclaims for breach of contract, unjust enrichment, breach of the duty to perform in a workmanlike manner, and slander of title, and filed a third-party complaint against Candlewood's sole shareholder. After a January 2024 bench trial and a later hearing concerning punch-out work, the magistrate recommended judgment for Candlewood on unjust enrichment in the amount of \$20,544 and denial of the other claims. The common pleas court adopted the decision, denied postjudgment motions, and denied prejudgment interest. The appellate court affirmed.

## DISPOSITION

affirmed

## REMAND INSTRUCTIONS

The court ordered that a special mandate issue directing the Pickaway County Common Pleas Court to execute the affirmed judgment. No substantive remand was ordered.

## CASES CITED

- Mtge. Electronic Registrations Sys. v. Mullins, 2005-Ohio-2303, ¶ 22 (4th Dist.)
- DCI Rentals, LLC v. Sammons, 2024-Ohio-1962, ¶ 7, fn. 2 (4th Dist.)
- Barksdale v. Van's Auto Sales, Inc., 38 Ohio St.3d 127, 128 (1988)
- Rohde v. Farmer, 23 Ohio St.2d 82 (1970)
- Harris v. Mt. Sinai Med. Ctr., 2007-Ohio-5587, ¶ 35
- Sydnor v. Qualls, 2016-Ohio-8410, ¶ 41 (4th Dist.)
- Koch v. Rist, 89 Ohio St.3d 250, 252 (2000)
- Wright v. Suzuki Motor Corp., 2005-Ohio-3494, ¶ 114 (4th Dist.)
- James v. James, 101 Ohio App.3d 668 (2d Dist. 1995)
- In re Disqualification of Gallagher, 2024-Ohio-6136, ¶¶ 43, 45
- In re Disqualification of Lewis, 2004-Ohio-7359, ¶ 8
- In re Disqualification of Miller, 2022-Ohio-4674, ¶¶ 5-6
- In re Disqualification of Wallace, 2019-Ohio-5452, ¶ 7
- GTE Automatic Electric, Inc. v. ARC Industries, Inc., 47 Ohio St.2d 146, 150 (1976)
- Rose Chevrolet, Inc. v. Adams, 36 Ohio St.3d 17, 20-21 (1988)
- Clifton v. Johnson, 2019-Ohio-2702, ¶¶ 10-11, 17 (4th Dist.)
- Jones v. Centex Homes, 2012-Ohio-1001, ¶ 10
- Troon Mgt., Ltd. v. Adams Family Trust, 2023-Ohio-3489, ¶ 31 (4th Dist.)
- State ex rel. Fenstermaker v. Phillips, 2025-Ohio-2081, ¶ 15
- Kent State Univ. v. Manley, 2023-Ohio-4650, ¶ 21 (8th Dist.)
- Pickaway Cty. Ross-Co Redi Mix Co. v. Steveco, Inc., 1996 WL 54174, \*4 (4th Dist. Feb. 6, 1996)
- Cantwell Mach. Co. v. Chicago Mach. Co., 2009-Ohio-4548, ¶¶ 31, 34 (10th Dist.)