

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

McIntyre v. Landscape Mgt. & Design, Inc.

2026-Ohio-1560 · No. 115539 · Decided April 30, 2026

SUMMARY

The Ohio Eighth District Court of Appeals affirmed the Lyndhurst Municipal Court’s dismissal with prejudice of Stedson McIntyre’s small-claims negligence action against Landscape Management & Design, Inc. McIntyre alleged that the company’s snowplow damaged driveway lights, but the court concluded that competent, credible evidence supported the finding that the lights were covered by displaced snow and that the company used ordinary care. The court also rejected arguments concerning video presentation, settlement negotiations, and alleged procedural irregularities.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
WRITING FOR THE COURT	Timothy W. Clary, J.; Lisa B. Forbes, P.J.; Kathleen Ann Keough, J.
JURISDICTION	Ohio Court of Appeals, Eighth Appellate District, Cuyahoga County
DECIDED	April 30, 2026
DOCKET	115539
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from the Lyndhurst Municipal Court's judgment dismissing his small-claims negligence complaint with prejudice and entering judgment for Landscape Management.
STANDARD OF REVIEW	A civil appeal from a bench trial, including a small-claims judgment, is reviewed under the manifest-weight-of-the-evidence standard, with a presumption that the trial court's findings are correct. Legal questions are reviewed de novo, and an appellate court will generally uphold the judgment when some competent and credible evidence supports it.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Stedson McIntyre v. Landscape Management & Design, Inc.

TOPICS

standard of review

appellate procedure

negligence

evidence

civil procedure

PRACTICE AREAS

appellate procedure

civil procedure

negligence

evidence

QUESTIONS PRESENTED

1. Whether the municipal court's finding that Landscape Management did not breach its duty of care was against the manifest weight of the evidence.
2. Whether the municipal court abused its discretion in connection with McIntyre's presentation and description of the video recording.
3. Whether Landscape Management's settlement-related communications constituted an admission of liability.
4. Whether McIntyre could raise a new breach-of-contract argument in his reply brief and challenge statements allegedly made outside the record without an App.R. 9(C) statement.

HOLDINGS

1. The municipal court's finding that Landscape Management used ordinary care and did not breach its duty was supported by competent, credible evidence and was not against the manifest weight of the evidence.
2. The municipal court did not abuse its discretion in allowing McIntyre to play the video on his phone, failing to facilitate use of the court's Wi-Fi system, or referring to the recording as coming from a doorbell rather than a garage camera.
3. Evidence of settlement negotiations may not be introduced to prove liability, the invalidity of a claim, or the amount of a claim; therefore, Landscape Management's settlement communications did not establish an admission of liability.
4. A party may not advance a new argument in a reply brief, and an argument concerning statements allegedly made outside the record must be presented through an App.R. 9(C) statement; absent such a statement, the appellate court will not consider the argument.

KEY QUOTATIONS

“ “[I]n a civil appeal from a bench trial, we apply a manifest weight standard of review, guided by a presumption that the trial court’s findings are correct.” ”

“ “Following a bench trial, a reviewing court will generally uphold a trial court’s judgment as long as the manifest weight of the evidence supports it — that is, as long as “some” competent and credible evidence supports it.” ”

“ “Under Ohio Evid.R. 408, admission of evidence of settlements or settlement negotiations is prohibited when offered to prove liability, the invalidity of a claim, or the amount of a claim.” ”

FACTUAL BACKGROUND

McIntyre contracted with Landscape Management to plow his residential driveway during the 2024-2025 winter season. After a February 16, 2025 snowplowing, McIntyre alleged that five driveway lights had been struck and damaged, although the video showed the truck remaining on the driveway and the lights appearing covered by displaced snow after plowing. McIntyre sought \$650 in small claims, but the municipal court found that Landscape Management used ordinary care and that the evidence did not establish a breach or damage caused by the company.

PROCEDURAL HISTORY

McIntyre filed a small-claims complaint seeking \$650 plus interest and costs after alleging that Landscape Management's snowplow damaged five driveway lights. After a hearing, the magistrate found that the snowplow had used ordinary care and that the lights had been obscured by displaced snow rather than damaged. The municipal judge overruled McIntyre's objections, adopted the magistrate's decision, and entered judgment for Landscape Management. The Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Wallace v. Ohio DOC, 2002-Ohio-4210, ¶ 22
- Barton v. Ellis, 34 Ohio App.3d 251, 518 N.E.2d 18 (10th Dist. 1986)
- Velotta v. Leo Petronzio Landscaping, Inc., 69 Ohio St.2d 376 (1982)
- Dinucci v. Lis, 2005-Ohio-6730, ¶ 5 (8th Dist.)
- Jones v. Cynet, Inc., 2002-Ohio-2617 (8th Dist.)
- Henderson v. Henderson, 2013-Ohio-2820, ¶ 22 (11th Dist.)
- In re Application of Black Fork Wind Energy, L.L.C., 2013-Ohio-5478, ¶ 22
- Saeed v. Greater Cleveland Regional Transit Auth., 2017-Ohio-935, ¶ 7 (8th Dist.)
- 3637 Green Rd. Co. v. Specialized Component Sales Co., 2016-Ohio-5324, ¶ 19 (8th Dist.)
- Seasons Coal v. Cleveland, 10 Ohio St.3d 77, 79-81 (1984)
- Szaraz v. Automotive Specialties, Inc., 2016-Ohio-5232, ¶ 11
- Stull v. Budget Interior, 2002-Ohio-5230, ¶ 18 (7th Dist.)
- Patel v. Strategic Group, L.L.C., 2020-Ohio-4990, ¶ 20 (8th Dist.)
- MRI Software, L.L.C. v. W. Oaks Mall FL, L.L.C., 2018-Ohio-2190, ¶ 12
- Taylor Bldg. Corp. of Am. v. Benfield, 2008-Ohio-938, ¶ 34
- Bailey v. River Properties, 2006-Ohio-3846, ¶ 9 (8th Dist.)
- Texler v. D.O. Summers Cleaners & Shirt Laundry Co., 81 Ohio St.3d 677, 680 (1998)
- Naiman Family Partners, L.P. v. Saylor, 2020-Ohio-4987, ¶ 25 (8th Dist.)
- In re Fuel Adjustment Clauses for Columbus S. Power Co., 2014-Ohio-3764, ¶ 39
- Clifton Care Ctr. v. Ohio Dept. of Job & Family Servs., 2013-Ohio-2742, ¶ 13 (10th Dist.)

- Werts v. Goodyear Tire & Rubber Co., 2009-Ohio-2581, ¶ 40 (8th Dist.)

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