

Ohio

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A. Adoption of the UCC

Ohio has adopted the Uniform Commercial Code, with changes, to govern commercial disputes. Ohio's adoption is codified in Chapter 13 of the Ohio Revised Code.¹

B. Compensatory Damages

In Ohio, the general rule provides that an injured party is entitled to recover for all injuries

sustained.² In both contract and tort cases, the appropriate measure of damages is that which would make the injured party whole.³ Damages must be proven with reasonable certainty, and where there is uncertainty as to whether damages have been sustained, recovery is precluded.⁴

In a breach of contract action, an aggrieved party may be awarded damages that would place the injured party in as good a position as

¹ Tubelite Co. v. Original Sign Studio, Inc., 176 Ohio App.3d 241 (Ohio Ct. App. 2008).

² Landis v. William Fannin Builders, Inc., 193 Ohio App.3d 318, 2011-Ohio-1489, 951 N.E.2d 1078 (Ohio Ct. App. 2011).

³ *Id.*; Whitt Sturtevant, LLP v. NC Plaza LLC, 2015-Ohio-3976, 43 N.E.3d 19 (Ohio Ct. App. 2015).

⁴ Kavalec v. Ohio Express, Inc., 2016-Ohio-5925, 71 N.E.3d 660 (Ohio Ct. App. 2016); Allied Erecting & Dismantling Co., Inc. v. Youngstown, 151 Ohio App.3d 16, 2002, 2002-Ohio-5179, 783 N.E.2d 523 (Ohio Ct. App. 2002); Blank v. Snyder, 33 Ohio Misc. 67, 62 Ohio Op.2d 112, 291 N.E.2d 796 (Ohio Mun. Ct. 1972); Pierson v. Hermann, 3 Ohio App.2d 398, 32 Ohio Op.2d 533, 210 N.E.2d 893 (Ohio Ct. App. 1965).

it would have been but for the breach, but no better.⁵ In other words, a party is entitled to its expectation damages.⁶ The proper measure of damages is loss in value to the injured party of the breaching party's performance caused by its failure or deficiency, plus any other loss, including incidental or consequential loss, caused by the breach, less any cost or other loss that the injured party has avoided by not having to perform its obligations under the contract.⁷ Further, compensatory damages include both economic and noneconomic damages.⁸ However,

an injured party also has a duty to minimize and/or mitigate its damages. Put another way, a plaintiff must use reasonable care to avoid loss, and it may not sit back and allow its damages to enhance.⁹

Compensatory damages also are available for a variety of business torts including, but not limited to, action on quasi-contract (quantum meruit and unjust enrichment),¹⁰ breach of warranty,¹¹ fraud,¹² misappropriation of trade secrets,¹³

⁵ Raze Intl., Inc. v. Southeastern Equip. Co., Inc., 2016-Ohio-5700, 69 N.E.3d 1274 (Ohio Ct. App. 2016), appeal not allowed, 149 Ohio St.3d 1407, 2017-Ohio-2822, 74 N.E.3d 465 (Ohio 2017); Baxter v. Kendrick, 160 Ohio App.3d 204, 2005-Ohio-1477, 826 N.E.2d 860 (Ohio Ct. App. 2005); Cavins v. S & B Health Care, Inc., 2015-Ohio-4119, 39 N.E.3d 1287 (Ohio Ct. App. 2015); Martin v. Jones, 2015-Ohio-3168, 41 N.E.3d 123 (Ohio Ct. App. 2015).

⁶ Williams v. Gray Guy Group, L.L.C., 2016-Ohio-8499, 79 N.E.3d 1146 (Ohio Ct. App. 2016); Longo Constr., Inc. v. ASAP Tech. Serv., Inc., 140 Ohio App.3d 665, 748 N.E.2d 1164 (Ohio Ct. App. 2000).

⁷ Rasnick v. Tubbs, 126 Ohio App.3d 431, 710 N.E.2d 750 (Ohio Ct. App. 1998).

⁸ Curley v. Wilcox, 2023-Ohio-3507, 225 N.E.3d 1241 (Ohio Ct. App. 2023).

⁹ Info. Leasing Corp. v. Chambers, 152 Ohio App.3d 715, 2003-Ohio-2670, 789 N.E.2d 1155, 50 U.C.C. Rep. Serv.2d 816 (Ohio Ct. App. 2003); Maloney v. General Tire Sales, Inc., 34 Ohio App.2d 177, 63 Ohio Op.2d 289, 296 N.E.2d 831 (Ohio Ct. App. 1973); Cavins v. S & B Health Care, Inc., 2015-Ohio-4119, 39 N.E.3d 1287 (Ohio Ct. App. 2015); Braum v. Kinderdine, 2015-Ohio-696, 27 N.E.3d 602 (Ohio Ct. App. 2015); AB & B, Inc. v. Banfi Products, Inc., 71 Ohio App.3d 650, 594 N.E.2d 1151 (Ohio Ct. App. 1991).

¹⁰ Chuma v. Patterson, 2023-Ohio-1128, 213 N.E.3d 747 (Ohio Ct. App. 2023) (the purpose of unjust enrichment damages is to compensate the injured party for the benefit conferred upon the defendant, as opposed to any loss or damage suffered by the injured party).

¹¹ Navistar, Inc. v. Dutchmaid Logistics, Inc., 171 N.E.3d 851, 2021-Ohio-1425 (Ohio Ct. App. 2021).

¹² Curran v. Vincent, 175 Ohio App.3d 146, 2007-Ohio-3680 (Ohio Ct. App. 2007).

¹³ MNM & MAK Enterprises, LLC v. HIIT Fit Club, LLC, 134 N.E.3d 242, 2019-Ohio-4017 (Ohio Ct. App. 2019).

defamation,¹⁴ civil conspiracy,¹⁵ unfair competition,¹⁶ tortious interference with a contract or business relations,¹⁷ and breach of fiduciary duty.¹⁸

C. Consequential Damages

Consequential damages include a wide range of damages that flow from a breach. Damages may be recovered where they are reasonable ascertainable, not the result of losses that the plaintiff could reasonably have prevented, and where the damages were in the contemplation of the parties when they entered into the contract.¹⁹ Consequential damages include those which reasonably flow from the defendant's misconduct so long as the damages are traceable to the

breach and are supported by the evidence.²⁰

While consequential damages in a commercial dispute can be limited or excluded by contract, clauses excluding consequential damages in the consumer context are prima facie unconscionable.²¹

D. Incidental Damages

Ohio recognizes incidental damages in commercial transactions. A buyer is entitled to incidental damages where the seller's breach caused the buyer to reasonably incur expenses related to the inspection, receipt, transportation, care, and custody of goods rightfully rejected, as well as any commercially reasonable charges, expenses, or commissions in connection with effecting cover.²² When a buyer wrongfully repudiates the agreement or rejects the goods, a seller's incidental damages may include any commercially reasonable charges, expenses, or commissions incurred

¹⁴ Wayt v. DHSC, LLC, 155 Ohio St.3d 401 (Ohio Ct. App. 2018).

¹⁵ Williams v. Aetna Fin. Co., 83 Ohio St.3d 464 (Ohio Ct. App. 1998).

¹⁶ Doerschuk v. KLG Mobile Intensive Co., LLC, 2019 WL 6970722, 2019-Ohio-5248 (Ohio Ct. App. 2019).

¹⁷ UZ Engineered Products Co. v. Midwest Motor Supply Co., Inc., 147 Ohio App.3d 382, 2001-Ohio-8779 (Ohio Ct. App. 2001).

¹⁸ Yackel v. Kay, 95 Ohio App.3d 472 (Ohio Ct. App. 1994).

¹⁹ Bobb Forest Products, Inc. v. Morbark Industries, Inc., 151 Ohio App.3d 63, 2002-

Ohio-5370, 783 N.E.2d 560, 50 U.C.C. Rep. Serv. 2d 106 (Ohio Ct. App. 2002); Stephan's Mach. & Tool, Inc. v. D & H Machinery Consultants, Inc., 65 Ohio App.2d 197, 19 Ohio Op.3d 155, 417 N.E.2d 579 (Ohio Ct. App. 1979).

²⁰ *Bobb Forest Products*, 151 Ohio App.3d 63 (damages included interest on loans used to finance the machine at issue, as well as other idled equipment); *World Metals, Inc. v. AGA Gas, Inc.*, 142 Ohio App.3d 283, 755 N.E.2d 434 (Ohio Ct. App. 2001).

²¹ R.C. 1302.93(C); U.C.C. § 2-719(3).

²² R.C. 1302.89(A), U.C.C. § 2-715(1).

in stopping delivery; in the transportation, care, or custody of the goods after the buyer's breach; and in connection with the return or resale of the goods or otherwise resulting from the breach.²³

E. Punitive Damages

Punitive damages are damages that go beyond the actual damage or harm suffered by the plaintiff.²⁴ Punitive damages are not recognized as a separate claim but, instead, are a measure of damages that are added to a compensatory damages award.²⁵ The purpose of punitive damages is to punish the defendant and deter similar conduct; they are intended to demonstrate society's disapproval of the conduct.²⁶ Punitive damages

must be proven by clear and convincing evidence.²⁷ If the trier of fact finds that that a plaintiff is entitled to punitive damages, it also may find that the plaintiff is entitled to attorney's fees.²⁸

In order to receive an award of punitive damages, the plaintiff must prove a conscious wrongdoing by the defendant, which is characterized as conscious, deliberate, or intentional, and the defendant must have knowledge of the harm that his actions might cause.²⁹ The standard of proof is high insofar as the defendant's actions must evidence a conscious disregard for the rights of the plaintiff.³⁰ Gross negligence without an intent to cause harm and even extreme recklessness are not sufficient to justify an award of punitive damages.³¹ Punitive damages are not recovered as a matter of right, nor are they automatic.³² No action may be

²³ R.C. 1302.84, U.C.C. § 2-710.

²⁴ *Havel v. Villa St. Joseph*, 131 Ohio St.3d 235, 2012-Ohio-552, 963 N.E.2d 1270 (Ohio 2012).

²⁵ *Makoski v. Zimmer Holdings, Inc.*, 538 F. Supp.3d 757 (N.D. Ohio 2021) (applying Ohio law).

²⁶ *Dardinger v. Anthem Blue Cross & Blue Shield*, 98 Ohio St.3d 77, 2002-Ohio-7113, 781 N.E.2d 121 (Ohio 2002); *Ward v. Hengle*, 124 Ohio App.3d 396, 706 N.E.2d 392 (Ohio Ct. App. 1997); *Faieta v. World Harvest Church*, 147 Ohio Misc.2d 51, 2008-Ohio-3140, 891 N.E.2d 370, 234 Ed. Law Rep. 285 (Ohio C.P. 2008), judgment aff'd, 2008-Ohio-6959, 2008 WL 5423454 (Ohio Ct. App. 2008).

²⁷ R.C. 2315.21(D).

²⁸ *Boaeuf v. Memphis Station, LLC*, 107 N.E.3d 817 (Ohio Ct. App. 2018).

²⁹ *Gibbons v. Shalodi*, 2021-Ohio-1910, 174 N.E.3d 832 (Ohio Ct. App. 2021).

³⁰ *Preston v. Murty*, 32 Ohio St.3d 334 (Ohio 1987).

³¹ *Id.*

³² *Sears v. Holly*, 113 Ohio App. 349, 17 Ohio Op.2d 370, 178 N.E.2d 91 (Ohio Ct. App. 1960); *Whetstone v. Binner*, 146 Ohio St.3d 395, 2016-Ohio-1006, 57 N.E.3d 1111 (Ohio 2016); *Sivit v. Village Green of Beachwood, L.P.*, 2016-Ohio-2940, 65 N.E.3d 163 (Ohio Ct. App. 2016), appeal not allowed, 147 Ohio St.3d 1437, 2016-Ohio-7677, 63 N.E.3d 156 (Ohio 2016).

maintained solely for the purpose of recovering punitive damages; there must first be a finding of compensatory damages.³³ In a jury trial, only the jury decides whether punitive damages are appropriate and the amount to be awarded.³⁴ To ensure fairness, punitive damages in civil actions in Ohio are capped at two times the compensatory award.³⁵ Further, for small companies (with 100 or fewer employees and a net worth of \$50 million or less) or individuals, punitive damages are capped at 10% of the net worth, with an absolute cap at \$350,000.³⁶ If a jury awards damages in excess of the cap, the trial court must reduce the punitive damages award.

F. Liquidated Damages

Liquidated damages are damages that are agreed to by parties to a contract which are intended to represent the actual damages that will be suffered in the event of a breach.³⁷ The purpose of a liquidated damages clause is to set

the amount of damages in lieu of affording the parties an opportunity to dispute the amount of damages.³⁸ Put another way, a liquidated damages clause is a forward-looking settlement of the anticipated actual damages that would be suffered from a future breach.³⁹ If a contract contains a valid liquidated damages clause, then no other amount – larger or smaller – can be awarded.⁴⁰

While once viewed “with a gimlet eye,” liquidated damages clauses are no longer disfavored in Ohio.⁴¹ Parties, and courts, now recognize that liquidated damages clauses serve a valuable purpose, particularly when actual damages are likely to be difficult to quantify.⁴² However, the clause is likely to be construed as a penalty unless: (1) damages are uncertain as to the amount and difficult to prove; (2) the contract as a whole is not so manifestly unconscionable, unreasonable, and disproportionate in amount as to justify the conclusion that it does not express the true intentions of the parties; and (3) the contract is consistent

³³ *Niskanen v. Giant Eagle, Inc.*, 122 Ohio St. 3d 486, 2009-Ohio-3626, 912 N.E.2d 595 (Ohio 2009).

³⁴ *Spadafore v. Blue Shield*, 21 Ohio App.3d 201, 486 N.E.2d 1201 (Ohio Ct. App. 1985).

³⁵ R.C. 2315.21(D)(2).

³⁶ *Id.*

³⁷ *Boone Coleman Constr., Inc. v. Piketon*, 145 Ohio St.3d 450, 2016-Ohio-628, 50 N.E.3d 502 (Ohio 2016); *Kent State Univ. v. Ford*, 2015-Ohio-41, 26 N.E.3d 868, 314 Ed. Law Rep. 1067 (Ohio Ct. App. 2015), appeal

not allowed, 143 Ohio St.3d 1441, 2015-Ohio-3427, 36 N.E.3d 189 (Ohio 2015).

³⁸ *O'Brien v. Ohio State Univ.*, 139 Ohio Misc. 2d 36, 2006-Ohio-4346, 859 N.E.2d 607, 215 Ed. Law Rep. 426 (Ohio Ct. Cl. 2006), judgment aff'd, 2007-Ohio-4833, 2007 WL 2729077 (Ohio Ct. App. 2007).

³⁹ *Piketon*, 145 Ohio St.3d 450.

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² *Id.*

with the conclusion that it was the intention of the parties that the damages in the amount stated should follow a breach thereof.⁴³

G. Pre- and Post-Judgment Interest

In a breach of contract action, interest is generally recoverable, especially where the breach consists of a failure to pay, because the interest itself represents value lost on the use of the money that should have been paid.⁴⁴ As a matter of law, prejudgment interest is always to be awarded in breach of contract cases.⁴⁵ Further, prejudgment interest will be awarded, although the sum due is unliquidated, where the amount can be ascertained by mere computation or when it is subject to reasonably certain calculations by reference to well-established market values.⁴⁶ In a

tort action, prejudgment interest typically is not permitted unless the trial court determines at a hearing, post-judgment, that one of the parties did not make a good faith effort to settle the case.⁴⁷ Should the court make such a finding, then it has the discretion to award prejudgment interest.⁴⁸

Post-judgment interest is mandatory and must be allowed.⁴⁹ Each year, on or before October 15th, the Ohio Tax Commissioner is required to set the interest rate for certain taxes and other purposes, including to set the statutory interest rate on judgments. The rate is calculated by taking the federal short-term interest rate, as defined in 26 U.S.C. § 1274, rounding that number to the nearest whole number, and adding 3%.⁵⁰ For 2025, the statutory rate is 8%. This rate applies unless contracting parties agree to a different rate. Recently, the statutory rate for all

⁴³ *Jacob v. Home Sav. and Loan Co. of Youngstown, Ohio*, 679 F. Supp.2d 837 (N.D. Ohio 2010), *aff'd*, 428 Fed. Appx. 523 (6th Cir. 2011); *Dean Technology, Inc. v. CE Power Solutions, LLC*, 96 F. Supp.3d 736 (S.D. Ohio 2015).

⁴⁴ *S & D Mech. Contrs., Inc. v. Enting Water Conditioning Sys., Inc.*, 71 Ohio App.3d 228, 593 N.E.2d 354 (Ohio Ct. App. 1991).

⁴⁵ R.C. 1343.03(A); *Weckel v. Cole + Russell Architects, Inc.*, 2024-Ohio-5111, 255 N.E.3d 221 (Ohio Ct. App. 2024), *appeal not allowed*, 178 Ohio St.3d 1423, 2025-Ohio-1090, 254 N.E.3d 1281 (Ohio 2025); *Oregon Properties I, L.L.C. v. Gemerchak Real Estate Corp.*, 117 Ohio Misc.2d 77, 2000-Ohio-2692, 767 N.E.2d 1259 (Ohio Ct. C. P. 2000).

⁴⁶ *McKinney v. White Sewing Mach. Corp.*, 32 Ohio Op.2d 306, 95 Ohio L. Abs. 368, 200 N.E.2d 596 (Ohio Ct. App. 1964).

⁴⁷ *Hartman v. Schachner*, 168 Ohio App.3d 373, 2006-Ohio-3982, 860 N.E.2d 131 (Ohio Ct. App. 2006); *Szitas v. Hill*, 165 Ohio App.3d 439, 2006-Ohio-687, 846 N.E.2d 919 (Ohio Ct. App. 2006); *Andre v. Case Design, Inc.*, 154 Ohio App.3d 323, 2003-Ohio-4960, 797 N.E.2d 132 (Ohio Ct. App. 2003); *Carmo v. Frankel*, 17 Ohio Misc.2d 3, 477 N.E.2d 1244 (Ohio C.P. 1984).

⁴⁸ R.C. 1343.03(C).

⁴⁹ R.C. 1343.03(A).

⁵⁰ R.C. 5703.47.

judgments entered in 2026 will be 7%.

H. Attorney's Fees

Ohio follows the American Rule as a general principle. Under the American Rule, each party to pay its own attorney's fees in civil litigation.⁵¹ However, attorney's fees may be recovered where a contract contains a fee shifting provision,⁵² or where a statute provides for the recovery of attorney's fees.⁵³ Whether pursuant to a contract or a statute, an award of attorney's fees must be

reasonable.⁵⁴ Courts require a party seeking attorney's fees to present sufficient evidence of the services performed and the reasonable value of the services.⁵⁵ The court then uses a variety of factors including, but not limited to, the time and labor involved in maintaining the action, the novelty and difficulty of the questions presented, the professional skill required to perform the necessary legal services, the reputation of the attorneys, and the results obtained.⁵⁶

Other exceptions to the American Rule include where the trier of fact finds that the fees are the legal consequence of the original wrongful act,⁵⁷ or where a defendant has been found liable for civil contempt.⁵⁸ Finally, a prevailing party can rely upon Ohio's frivolous conduct statute to recover fees when the opponent litigated in bad faith. Revised Code 2323.51 provides that fees can be awarded when a party files a civil action, asserts a claim or defense, files a pleading, motion or other paper in a civil action that:

⁵¹ *Cruz v. English Nanny & Governess School*, 169 Ohio St.3d 716, 2022-Ohio-3586 (Ohio 2022).

⁵² *Stonehenge Land Co. v. Beazer Homes Invests., L.L.C.*, 177 Ohio App.3d 7, 2008-Ohio-148, 893 N.E.2d 855 (Ohio Ct. App. 2008).

⁵³ *Toledo v. Bernard Ross Family Ltd. Partnership*, 165 Ohio App.3d 557, 2006-Ohio-117, 847 N.E.2d 466 (Ohio Ct. App. 2006); *Baugh v. Carver*, 3 Ohio App.3d 139, 444 N.E.2d 58 (Ohio Ct. App. 1981).

⁵⁴ *Davis v. Owens*, 26 Ohio App.3d 62 (Ohio Ct. App. 1985).

⁵⁵ *Freitag v. Bill Swad Datsun*, 3 Ohio App.3d 83 (Ohio Ct. App. 1981).

⁵⁶ *Stonehenge Land Co.*, 177 Ohio App.3d 7.

⁵⁷ *Homes by Calkins, Inc. v. Fisher*, 92 Ohio App.3d 262, 634 N.E.2d 1039 (Ohio Ct. App. 1993).

⁵⁸ *Groza-Vance v. Vance*, 162 Ohio App.3d 510, 2005-Ohio-3815, 834 N.E.2d 15 (Ohio Ct. App. 2005).

(1) obviously serves merely to harass or maliciously injure another party to the civil action or appeal or is for another improper purpose, including, but not limited to, causing unnecessary delay or a needless increase in the cost of litigation;

(2) is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, or cannot be supported by a good faith argument for the establishment of new law; or

(3) consists of allegations or other factual contentions that have no evidentiary support or, if specifically so identified, are not likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.⁵⁹

Fees awarded pursuant to the statute can only be awarded after a trial or hearing on the conduct complained of.⁶⁰ Although the statute contemplates that a prevailing party has up until thirty days after a final judgment entry, or appeal, to file a motion for recovery, counterclaims asserting an affirmative claim for frivolous conduct based on Revised Code 2323.51 have proven to be successful.

I. Reliance Damages

Reliance damages can be recovered in tort actions involving promises or misrepresentations that cause the plaintiff to suffer harm based on its reliance or change in position.⁶¹ Examples of claims that could lead to reliance damages include promissory estoppel, negligent misrepresentation, and fraud.⁶² However, where a plaintiff in a breach of contract case is unable to prove expectation damages, or where the plaintiff rescinds the contract, he or she may pursue reliance damages.⁶³ Where reliance damages are sought in a breach of

⁵⁹ R.C. 2323.51.

⁶⁰ *Id.*

⁶¹ *Miller v. Lindsay-Green, Inc.*, 2005 WL 3220215, 2005-Ohio-6366 (Ohio Ct. App. 2005).

⁶² *Olympic Holding Co., LLC v. ACE Ltd.*, 122 Ohio St.3d 89 (Ohio 2009).

⁶³ *Averback v. Montrose Ford, Inc.* 120 N.E.3d 125, 2019-Ohio-373 (Ohio Ct. App. 2019).

contract action, the effect is to deny the existence of the contract.⁶⁴

J. Unjust Enrichment

A claim for unjust enrichment requires a showing that a benefit was conferred by the plaintiff on the defendant, with the defendant's knowledge under circumstances that would render it unjust for the defendant to retain the benefit.⁶⁵ Unjust enrichment is an equitable doctrine and the purpose is not to compensate the plaintiff for a loss but, rather, to compensate him for the benefit he conferred on the defendant.⁶⁶ Absent fraud, a claim for unjust enrichment does not lie where a contract exists between the parties governing the same subject matter.⁶⁷ The trial court has discretion in fashioning an equitable remedy, but the measure of

damages is the reasonable value of the benefit conferred on the defendant.⁶⁸

K. Public Policy Prohibitions

In Ohio, public policy generally prohibits obtaining insurance to cover damages caused by intentional torts.⁶⁹ Ohio also recognizes typical public policy considerations related to relative bargaining power⁷⁰ and unconscionable contracts,⁷¹ but public policy has little impact on business litigation in Ohio. Public policy considerations are more prevalent in Ohio in employment,⁷² public nuisance,⁷³ and insurance litigation.⁷⁴

⁶⁴ *Id.*

⁶⁵ *Bunta v. Superior VacuPress, LLC*, 171 Ohio St.3d 464, 2022-Ohio-4363 (Ohio 2022).

⁶⁶ *Id.*

⁶⁷ *Hughes v. Oberholtzer*, 162 Ohio St. 330, 335, 123 N.E.2d 393 (Ohio 1954).

⁶⁸ *KN Excavation LLC v. Rockmill Brewery LLC*, 196 N.E.3d 916, 2022-Ohio-3414 (Ohio Ct. App. 2022).

⁶⁹ *Gearing v. Nationwide Ins. Co.*, 76 Ohio St.3d 34, 665 N.E.2d 114 (Ohio 1996).

⁷⁰ *Midwest Ford, Inc. v. C.T. Taylor Co.*, 118 Ohio App.3d 798 (Ohio Ct. App. 1997).

⁷¹ *Jones v. Carrols, LLC*, 119 N.E.3d 453, 2019-Ohio-221 (Ohio Ct. App. 2019).

⁷² *House v. Iacovelli*, 159 Ohio St.3d 466, 2020-Ohio-435 (Ohio 2020).

⁷³ *In re National Prescription Opiate Litigation*, 179 Ohio St.3d 74, 2024-Ohio-5744 (Ohio 2024).

⁷⁴ *Neal-Petit v. Lahman*, 125 Ohio St.3d 327, 2010-Ohio-1829 (Ohio 2010).