

**IN THE COURT OF APPEALS OF OHIO  
ELEVENTH APPELLATE DISTRICT  
LAKE COUNTY**

ERICH SCHULZ,

Plaintiff-Appellant,

- vs -

ECO CLEANING OHIO, L.L.C.,

Defendant-Appellee.

**CASE NO. 2026-L-0015**

Civil Appeal from the  
Willoughby Municipal Court

Trial Court No. 2025 CVI 06554

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**OPINION AND JUDGMENT ENTRY**

Decided: August 17, 2026  
Judgment: Reversed and remanded

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*Erich Schulz*, pro se, 10090 Stone Hollow Road, Mentor, OH 44060 (Plaintiff-Appellant).

*Eco Cleaning Ohio, L.L.C.*, pro se, c/o Alicia Scheel, 9555 Creawood Forest Drive, Waite Hill, OH 44094 (Defendant-Appellee).

SCOTT LYNCH, J.

{¶1} Plaintiff-appellant, Erich Schulz, appeals the judgment of the Willoughby Municipal Court in favor of defendant-appellee, Eco Cleaning Ohio, LLC. As that judgment is not supported by the weight of the evidence, it is reversed and this matter is remanded for further proceedings.

***Substantive and Procedural History***

{¶2} On July 24, 2025, Schulz filed a Small Claim Complaint in the Willoughby Municipal Court against Eco Cleaning for damage to a carpet.

{¶3} The matter was originally tried before a magistrate who issued a Magistrate's Decision on December 15, 2025.

{¶4} On December 16, 2025, the municipal court judge vacated the December 15 Magistrate’s Decision “[a]s the undersigned [judge] recused herself.” The court ordered that “[t]he matter will be rescheduled for hearing once the matter is reassigned by the Ohio Supreme Court.”

{¶5} On January 27, 2026, the matter was retried, via Zoom, before an assigned judge.

{¶6} On January 29, 2026, the Judge’s Decision was issued. The court analyzed Schulz’s claim as one for negligence. The court found in relevant part:

Plaintiff testified that he hired Defendant to clean the residence he and his wife had just purchased in May of 2025. The parties did not execute a written contract for the cleaning.

While the cleaning crew was at the residence, Plaintiff’s wife asked the cleaning crew to remove some leftover “clutter.” The crew agreed. While removing the clutter, the crew left some trash bags on the carpet during their break and the bags leaked shampoo, leaving a stain on the carpet.

Plaintiff has been unable to remove the stain. Defendant also sent a separate crew to attempt to remove the stain without success. Plaintiff obtained bids to replace the carpet.

...

Plaintiff testified that he believes that the crew should have known better than to leave trash bags on the carpet while going on a break. Defendant testified that the crew had no way of knowing what was in the bags.

There is no evidence that the cleaning crew was aware that the bags were leaking before setting them on the carpet.

...

The Court finds there is no evidence to suggest that Defendant’s crew knew or should have known that it was probable that the trash bags would leak onto the carpet during the break. There was no evidence presented that the bags were leaking before they were left

on the carpet during the break and there was no reasonable expectation that the bags would leak or break.

The Court finds that Plaintiff did not prove that Defendant breached a duty of care. Accordingly, the Court finds in favor of the Defendant.

### ***Assignments of Error***

{¶7} On February 19, 2026, Schulz filed a Notice of Appeal. On appeal, Schulz raises the following assignments of error:

[1.] Did the trial court commit procedural error by relying on a vacated magistrate decision in a retrial?

[2.] Did the trial court commit factual error by issuing findings contrary to the manifest weight of the evidence?

[3.] Does the nearly word-for-word similarity between the vacated magistrate decision and the trial court judgment demonstrate reliance on improper evidence and error in fact-finding?

{¶8} We will consider the assigned errors collectively as a challenge to the manifest weight of the evidence. To the extent that the municipal court relied on the vacated Magistrate's Decision in rendering judgment, such reliance will be considered grounds for reversal inasmuch as the evidence presented at the trial before the magistrate was not the same evidence presented at the Zoom trial before the assigned judge.

### ***Standard of Review: Weight of the Evidence***

{¶9} "[A] court of appeals has the authority to reverse a judgment as being against the weight of the evidence." *Eastley v. Volkman*, 2012-Ohio-2179, ¶ 7.

In any civil action or proceeding that was tried to the trial court without the intervention of a jury, and when upon appeal a majority of the judges hearing the appeal find that the judgment or final order rendered by the trial court is against the manifest weight of the evidence and have not found any other prejudicial error of the trial court in any of the particulars assigned and argued in the appellant's brief, and have not found that the appellee is entitled to judgment or final order as a matter of law, the court of appeals shall reverse the

judgment or final order of the trial court and either weigh the evidence in the record and render the judgment or final order that the trial court should have rendered on that evidence or remand the case to the trial court for further proceedings.

App.R. 12(C)(1).

{¶10} According to the Supreme Court of Ohio:

Weight of the evidence concerns “the inclination of the *greater amount of credible evidence*, offered in a trial, to support one side of the issue rather than the other. It indicates clearly to the jury that the party having the burden of proof will be entitled to their verdict, if, on weighing the evidence in their minds, they shall find the *greater amount of credible evidence* sustains the issue which is to be established before them. Weight is not a question of mathematics, but depends on its *effect in inducing belief*.”

(Citation omitted.) *State v. Thompkins*, 1997-Ohio-52, ¶ 24.

{¶11} “When a court of appeals reverses a judgment of a trial court on the basis that the verdict is against the weight of the evidence, the appellate court sits as a “thirteenth juror” and disagrees with the factfinder’s resolution of the conflicting testimony.” (Citation omitted.) *Id.* at ¶ 25. “The court, reviewing the entire record, weighs the evidence and all reasonable inferences, considers the credibility of witnesses and determines whether in resolving conflicts in the evidence, the jury clearly lost its way and created such a manifest miscarriage of justice that the conviction must be reversed and a new trial ordered.” (Citation omitted.) *Id.*

{¶12} “In weighing the evidence, the court of appeals must always be mindful of the presumption in favor of the finder of fact.” *Eastley*, 2012-Ohio-2179, at ¶ 21. “[I]n determining whether the judgment below is manifestly against the weight of the evidence, every reasonable intendment and every reasonable presumption must be made in favor of the judgment and the finding of facts.” (Citation omitted.) *Id.* “If the evidence is

susceptible of more than one construction, the reviewing court is bound to give it that interpretation which is consistent with the verdict and judgment, most favorable to sustaining the verdict and judgment.” (Citation omitted.) *Id.*

{¶13} Finally, “[t]he discretionary power to grant a new trial should be exercised only in the exceptional case in which the evidence weighs heavily against the conviction.” (Citation omitted.) *Thompkins* at ¶ 25; *Eastley* at ¶ 31 (“[r]eversal on the manifest weight of the evidence and remand for a new trial are not to be taken lightly”).

### ***Elements of Negligence***

{¶14} “[I]n order to establish actionable negligence, one must show the existence of a duty, a breach of the duty, and an injury resulting proximately therefrom.” (Citation omitted.) *Berkheimer v. REKM, L.L.C.*, 2024-Ohio-2787, ¶ 12.

{¶15} Inherent in the element of duty is the concept of foreseeability:

The concept of foreseeability is an important part of all negligence claims, because “[t]he existence of a duty depends on the foreseeability of the injury.” *Meniffee [v. Ohio Welding Products, Inc.]* 15 Ohio St.3d 75 (1984),] at 77. As a society, we expect people to exercise reasonable precautions against the risks that a reasonably prudent person would anticipate. *Commerce & Industry Ins. Co. v. Toledo*, 45 Ohio St.3d 96, 98, 543 N.E.2d 1188 (1989). Conversely, we do not expect people to guard against risks that the reasonable person would not foresee. *Meniffee* at 77; Keeton, Dobbs, Keeton & Owen, *Prosser and Keeton on the Law of Torts*, Section 43, 280 (5th Ed.1984). The foreseeability of the risk of harm is not affected by the magnitude, severity, or exact probability of a particular harm, but instead by the question of whether *some* risk of harm would be foreseeable to the reasonably prudent person. See *Gedeon v. E. Ohio Gas Co.*, 128 Ohio St. 335, 339, 190 N.E. 924 (1934). Accordingly, the existence and scope of a person’s legal duty is determined by the reasonably foreseeable, general risk of harm that is involved.

*Cromer v. Children’s Hosp. Med. Ctr. of Akron*, 2015-Ohio-229, ¶ 24.

### ***The Foreseeability that the Trash Bags Would Leak***

{¶16} Schulz challenges the municipal court's finding that "there is no evidence to suggest that Defendant's crew knew or should have known that it was probable that the trash bags would leak onto the carpet during the break" on the grounds that there was no evidence that shampoo bottles were ever placed in trash bags. Rather, Schulz correctly maintains that the evidence from the Zoom hearing was the bottles were placed directly on the carpet.<sup>1</sup>

{¶17} As to this point, Schulz testified at trial:

During the cleaning, the defendant's employees removed old shampoo bottles from various locations in the bathroom and placed them on the downstairs carpet. Those bottles were exclusively handled by the defendant's employees from the time they were removed until they were placed on the carpet. The employees then proceeded to go on break outside the home. The shampoo bottles spilled onto the carpet leaving a large visible stain.

The representative for Eco Cleaning testified that bottles were "in a trash bag."

{¶18} Schulz disputed that the "shampoo bottles were found in trash bags." The municipal court asked Schulz's wife to confirm his testimony that the bottles were not in trash bags and she did so: "That is in my witness statement, yes." The representative for Eco Cleaning responded: "I was not there on site, so the fact that the bottle was in a bag, maybe on the carpet, ... I can't say that with absolute fact, and I won't speculate on that either."

{¶19} Both parties submitted written evidence to the municipal court. Among these documents is the statement from Schulz's wife that: "I also asked if they would throw away any leftover, disposable items from the prior [home] owner. ... While they

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1. We note that the Rules of Evidence do not apply to small claims proceedings in municipal court. Evid.R. 101(D)(8); *Brake v. Dolezal*, 2025-Ohio-338, ¶ 26 (11th Dist.).

were on break, I went into the living room to check the progress they had made so far. It was then that I noticed a purple stain on the carpet. From what I could tell, the stain appeared to have been caused by a bottle of liquid lying next to one of the workers' shower caddies holding their cleaning supplies."

{¶20} A memorandum prepared by Eco Cleaning contained the following: "We spoke with the assigned employee ..., who confirmed what happened: while performing a normal cleaning visit – which includes tasks such as vacuuming, dusting, wiping counters, and cleaning mirrors – Mr. Schulz [sic] made a direct request in person for the employee to empty out a closet full of clutter. ... Inside the closet were several old, brittle bottles of purple shampoo with cracked and leaking caps. When the bottles were moved, the contents leaked and stained the carpet."<sup>2</sup>

{¶21} Contrary to this evidence, the municipal court's judgment in favor of Eco Cleaning was based on the unforeseeability of the trash bags leaking: "There was no evidence presented that the bags were leaking before they were left on the carpet during the break and there was no reasonable expectation that the bags would leak or break." If the premise that the bottle or bottles were placed in trash bags is unsupported by the evidence, the conclusion that the possibility of spillage was unforeseeable because of the trash bags cannot be sustained and the judgment must be reversed.

{¶22} To the extent indicated above, the three assignments of error have merit.

{¶23} For the foregoing reasons, the judgment of the Willoughby Municipal Court

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2. We note that, among the papers submitted to the court, is one captioned Timeline of Events which states: "During the service, the shampoo bottles left in a trash bag by the cleaning crew leaked onto the carpet, causing a large visible stain." It is not obvious which party, or perhaps the municipal court or magistrate, prepared this document or whether the timeline is based on testimony from the (vacated) trial before the magistrate or the subsequent trial before the assigned judge.

in favor of Eco Cleaning is reversed and this matter is remanded for the court to issue a new judgment based on and conforming to the evidence presented at the January 27, 2026 trial. Costs to be taxed against appellee.

MATT LYNCH, P.J.,

JOHN J. EKLUND, J.,

concur.

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## JUDGMENT ENTRY

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For the reasons stated in the Opinion of this court, the assignments of error are with merit to the extent indicated in the Opinion. The order of this court is that the judgment of the Willoughby Municipal Court is reversed and remanded for further proceedings consistent with this Opinion.

Costs to be taxed against appellee.

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JUDGE SCOTT LYNCH

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PRESIDING JUDGE MATT LYNCH,  
concur

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JUDGE JOHN J. EKLUND,  
concur

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| <b>THIS DOCUMENT CONSTITUTES A FINAL JUDGMENT ENTRY</b> |
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| A certified copy of this opinion and judgment entry shall constitute the mandate pursuant to Rule 27 of the Ohio Rules of Appellate Procedure. |
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