

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

JILL HNAT, AS EXECUTRIX OF THE
ESTATE OF MICHAEL HNAT

Appellant

v.

ECLIPSE AWNING SYSTEMS LLC

Appellee

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C.A. No. 30720

Trial Court Case No. 2025 CV 00050

(Civil Appeal from Common Pleas
Court)

**FINAL JUDGMENT ENTRY &
OPINION**

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Pursuant to the opinion of this court rendered on August 28, 2026, the judgment of the trial court is affirmed.

Costs to be paid as stated in App.R. 24.

Pursuant to Ohio App.R. 30(A), the clerk of the court of appeals shall immediately send a copy of the court's ruling to each party and note that action on the docket. Additionally, pursuant to App.R. 27, the clerk of the court of appeals shall send a certified copy of this judgment, which constitutes a mandate, to the clerk of the trial court and note the service on the appellate docket.

For the court,



CHRISTOPHER B. EPLEY, JUDGE

HANSEMAN, J., concurs in judgment only.

HUFFMAN, J., dissents.

OPINION
MONTGOMERY C.A. No. 30720

LOUIS C. SCHNEIDER, Attorney for Appellant
JENNIFER L. WILSON and SYDNEY M. BRAVERMAN, Attorneys for Appellee

EPLEY, J.

{¶ 1} Jill Hnat, as Executrix of the Estate of Michael Hnat, appeals from the Montgomery County Common Pleas Court’s judgment sustaining the motion for judgment on the pleadings of Eclipse Awning Systems, LLC (“Eclipse”). Hnat asserts that the trial court erred by finding that the awning at issue is a product, rather than a fixture, making her claims subject to the ten-year statute of repose. For the following reasons, the trial court’s judgment is affirmed.

I. Facts and Procedural History

{¶ 2} On August 5, 2023, the decedent, Michael Hnat, was attempting to remove a retractable awning system from his home when the retractable mechanism detached, striking him and causing him to fall. Michael died because of his injuries. A prior owner of the home had ordered the awning system from Eclipse in July 2007, and it was shipped and delivered shortly thereafter.

{¶ 3} On January 3, 2025, Hnat filed a complaint, bringing claims for negligence and wrongful death against Eclipse. The complaint asserted that Eclipse knowingly sold the defective awning system and failed to warn consumers of the defects. On March 4, 2025, Hnat filed an amended complaint, which included the same claims for relief, but she specifically asserted that the retractable awning system was a “fixture” and therefore not included in Ohio’s product liability statute. See Amended Complaint, ¶ 2-3. Hnat further asserted that because the awning system was a fixture, rather than a product, her claims for

personal injury and death related to the awning system were not subject to Ohio's ten-year statute of repose for product liability claims. In both complaints, Hnat sought punitive damages.

{¶ 4} On April 7, 2025, Eclipse filed a motion for judgment on the pleadings as to Hnat's claims. Eclipse asserted that the awning system was a "product" as defined by R.C. 2307.71(A)(12)(a) and that Hnat's claims were therefore barred by the ten-year statute of repose. Eclipse contended that the awning system was sold through a bill of sale to the original purchaser in July 2007, the awning was not required to use the patio, and the awning system was removable and could be reinstalled on another area of the home. Eclipse further asserted that notwithstanding Hnat's contention that the awning system was a fixture, the installation of the awning system constituted a real property improvement, and on that basis, Hnat's claims were still barred by the statute of repose of R.C. 2305.131(A)(1).

{¶ 5} On November 17, 2025, the trial court sustained Eclipse's motion for judgment on the pleadings. The trial court concluded that the awning system constituted a "product" under R.C. 2307.71(A)(12)(a) because "it was capable of delivery itself as an assembled whole or as a component; it was supplied for introduction into commerce; and it was intended for sale to persons for commercial or personal use." Final Judgment, p. 5. The trial court further concluded that because Hnat's claims for negligence and wrongful death were "essentially product liability claims," they were subject to the ten-year statute of repose, which limits the accrual of such claims to no later than ten years from the date of the product's delivery to the purchaser. The trial court noted that the attempted removal of the awning system that led to Michael Hnat's injury and death occurred approximately sixteen years after the awning system's date of delivery, and the claims were therefore time barred.

{¶ 6} In addition, the trial court found that the ten-year statute of repose set forth in R.C. 2125.02(F)(2)(a) would also bar Hnat's wrongful death claim. This statute states that "[n]o cause of action for wrongful death involving a product liability claim shall accrue against the manufacturer or supplier of a product later than ten years from the date that the product was delivered to its first purchaser or first lessee who was not engaged in a business in which the product was used as a component in the production, construction, creation, assembly, or rebuilding of another product." Because more than ten years had passed since the awning system was delivered to the prior homeowner, the trial court concluded that this statute also precluded Hnat from bringing the underlying claims against Eclipse.

{¶ 7} As for Eclipse's assertion that Hnat's claims were also barred by the statute of repose of R.C. 2305.131(A)(1), the trial court determined that this statute was irrelevant to Hnat's claims. The trial court noted that this statute pertains to an "improvement to real property," which is "a permanent addition, enlargement, or alteration that, had it been constructed at the same time as the building or structure, would have been considered part of the building or structure," and the awning system was not a permanent addition to Michael Hnat's home. Accordingly, the trial court concluded that Hnat's claims had not "arisen out of a defective and unsafe condition of an improvement to real property that would trigger the statute of repose."

{¶ 8} Considering Hnat's claim for punitive damages, the trial court noted that Hnat could not recover punitive damages without first obtaining an award of compensatory damages. Because the trial court found that Hnat's claims for negligence and wrongful death were barred by the product liability statute of repose, the court also found that Hnat could not maintain an independent claim for punitive damages. The trial court granted Eclipse's motion for judgment on the pleadings in its entirety.

{¶ 9} Hnat now appeals the trial court's judgment. She raises one assignment of error.

II. Appellate Review

{¶ 10} In Hnat's assignment of error, she argues that the trial court erred when it determined that the awning system was a product, not a fixture. She further asserts that, because the awning system was a fixture, the statute of repose in R.C. 2125.02(F)(2)(a) is irrelevant. Rather, according to Hnat, her claims are subject to the two-year statute of limitations set forth in R.C. 2125.02(F)(1), which began accruing at the time of Michael Hnat's death.

{¶ 11} We review a trial court's decision on a motion for judgment on the pleadings de novo because these motions present only questions of law. *Newman v. University of Dayton*, 2021-Ohio-1609, ¶ 21 (2d Dist.). Entry of judgment pursuant to Civ.R. 12(C) is only appropriate where the court construes the material allegations in the complaint in favor of the non-moving party as true and finds that the plaintiff could prove no set of facts in support of its claim that would entitle it to relief. *Id.*

{¶ 12} R.C. 2307.71(A)(12)(a) provides, in relevant part, that a "product" is any object that constitutes tangible personal property and that satisfies all of the following: (1) it is capable of delivery itself, or as an assembled whole in a mixed or combined state, or as a component or ingredient; (2) it is produced, manufactured, or supplied for introduction into trade or commerce; and (3) it is intended for sale or lease to persons for commercial or personal use. The Ohio Supreme Court has held that unless an item meets the foregoing definition, it cannot be subject to a products liability claim. *Wireman v. Keneco Distribs., Inc.*, 75 Ohio St.3d 103, 105-106 (1996).

{¶ 13} Claims arising out of injuries related to a fixture are not covered under the Ohio product liability statute. *Id.* This is so because, upon being affixed to realty, fixtures cease to

be chattel and instead become “accessory to” and part of the property. *Teaff v. Hewitt*, 1 Ohio St. 511, 525 (1853).

{¶ 14} Here, Eclipse shipped the awning system on July 30, 2007, which the company had produced to be commercially sold. Further, the awning system was sold to the prior homeowners for the enhanced enjoyment of their outdoor space, and thus the system was intended for the sale or lease to persons for personal use. Here the critical question is whether the awning became a fixture when it was attached to the home. See *Wireman* at 106.

{¶ 15} The Ohio Supreme Court set forth the following three factors to determine whether an item constitutes a “fixture”: (1) whether the item was actually annexed to the realty or something appurtenant thereto, (2) whether the item is appropriated to the use or purpose of the part of the property to which it is affixed, and (3) whether the party making the annexation intended to make the item a permanent accession to the property. *Wireman* at 106, quoting *Teaf* at 527, 529-530.

{¶ 16} With respect to the first factor, which requires annexation to the property or something appurtenant thereto, we have previously held that “the annexation may be very slight . . . if the other tests are met.” *Household Finance Corp. v. BancOhio*, 62 Ohio App.3d 691, 694 (2d Dist. 1989). The parties acknowledge that the awning system was bolted to the side of the house. Although the awning system could be removed, as evidenced by Michael Hnat’s attempted removal of the system when he sustained his injuries, this degree of annexation is sufficient to satisfy the first factor of the test.

{¶ 17} The second factor requires that the chattel must have “an appropriate application to the use or purpose to which the realty to which it is attached, is devoted.” *Household Finance Corp.* at 694, quoting *Holland Furnace Co. v. Trumbull S. & L. Co.*, 135

Ohio St.3d 48, 52 (1939). The Ohio Supreme Court has considered this factor as it applied to a furnace, stating: “[The furnace] was indispensable for the comfortable enjoyment of a dwelling house in this climate. When installed, it certainly became an integral and necessary part of the whole premises. . . . The adaptation of the chattel, in this case the furnace, to the permanent use and enjoyment of the freehold; the lack of utility of the premises if it were severed and the necessity of replacing it with another or similar kind if it were removed, all indicate that the second test of a fixture is satisfied” *Holland Furnace* at 53.

{¶ 18} Although the awning system provided shade to an outdoor area of the home, which undoubtedly made that area more comfortable and pleasant in the warmer months of the year, the presence of the system was not crucial to the enjoyment of the home or property as a whole. Further, the removal of the awning system would not have undermined the utility of the property, nor would it have been necessary to replace it with something similar if it had been removed. This would have been at the sole discretion of the homeowners, based on their personal preferences, and it is common for homeowners to make changes to the arrangement of their homes’ outdoor spaces. Unlike a furnace, which is necessary for the safe habitation of a property, the awning system was an item that merely enhanced the utility of the home’s outdoor space where it was installed.

{¶ 19} Finally, the third factor requires that the party making the annexation intended to make the item a permanent accession to the property. In *Household Finance Corp.*, we determined that a home’s heat pump satisfied the third factor, stating, “[t]he apparent intention of the former property owner, as indicated by the facts that it is bolted to a concrete slab outside the home, that it is connected to the home by wires and tubes, that it is the heat source for the home, and that removal would necessitate substantial and costly rewiring, was that the heat pump should become part of the real property.” *Id.*, 62 Ohio App.3d at 695.

{¶ 20} The awning system’s attachment to the side of the home does not establish that it was intended to be a permanent fixture. In fact, Hnat acknowledges in her brief that the purpose of the awning was “to provide shade to the home’s porch.” She does not assert that the awning was attached to any internal part of the home or that the home would lose its utility without the presence of the awning system. Moreover, Hnat’s claims are for a defective product and failure to warn.

{¶ 21} The trial court correctly determined that the awning system was a product, not a fixture, so Hnat’s claims for negligence and wrongful death constitute product liability claims. Therefore, because the awning system was installed in 2007 and Hnat did not file the underlying action until 2025, her claims are barred by the ten-year statute of repose set forth in R.C. 2305.10(C)(1). Additionally, because Hnat cannot bring her claims for negligence and wrongful death, the trial court properly dismissed her claim for punitive damages, as it is not an independent cause of action. Hnat’s assignment of error is overruled.

III. Conclusion

{¶ 22} The judgment of the trial court is affirmed.

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HANSEMAN, J., concurs in judgment only.

HUFFMAN, J., dissents:

{¶ 23} I respectfully dissent. The majority correctly notes that judgment on the pleadings is appropriate when no material factual issues exist and the movant is entitled to judgment as a matter of law, and that our standard of review on the questions of law is de novo. *State ex rel. McCarley v. Dept. of Rehab. and Corr.*, 2024-Ohio-2747, citing *State ex rel. Midwest Pride IV, Inc. v. Pontious*, 75 Ohio St.3d 565, 570 (1996), and *Reister v.*

Gardner, 2020-Ohio-5484, ¶ 17. Entry of judgment on the pleadings is only appropriate “where a court (1) construes the material allegations in the complaint with all reasonable inferences to be drawn therefrom, in favor of the nonmoving party as true, and (2) finds beyond doubt, that the plaintiff could prove no set of facts in support of his claim that would entitle him to relief.” *Hester v. Dwivedi*, 89 Ohio St.3d 575, 577-578 (2000), quoting *State ex rel. Midwest Pride IV, Inc. v. Pontious*, 75 Ohio St.3d 565, 570 (1996). “When reviewing a judgment regarding Civ.R. 12(C), we are reminded that the rule ‘presents an onerous burden for litigants and consequently, a trial court must be circumspect in its analysis of Civ.R. 12(C) motions.’” *Holmes v. Cuyahoga Community College*, 2021-Ohio-687, ¶ 30 (8th Dist.), quoting *Business Data Sys., Inc. v. Figetakis*, 2006-Ohio-1036, ¶ 10 (9th Dist.).

{¶ 24} In Hnat’s first amended complaint, she alleged, in part:

7. On August 5, 2023, Michael Hnat was attempting to remove the retractable awning system from his home located at 6791 Rosecliff Place in Montgomery County, Ohio.
8. The retractable awning system was permanently affixed to the brick wall with bolts above a concrete porch. The retractable awning system was installed with the intention that it would be a permanent accession to the home. The retractable awning system had been sold with the home to Jill and Michael Hnat as a permanent part of the home.
9. While attempting to remove the retractable awning system, the retractable mechanism detached due to defect, striking Michael Hnat and causing him to fall and sustain injuries.
10. Michael Hnat subsequently died due to his injuries.

{¶ 25} Hnat's claim relies on the allegation that the retractable awning system was a fixture, not a product, to overcome any statute of repose concerns. A three-part evaluation has been developed by the Ohio Supreme Court to determine if an item is a fixture. In first establishing the three-part test in 1853, the Ohio Supreme Court stated:

A fixture is an article which was a chattel, but which by being physically annexed or affixed to the realty, became accessory to it and part and parcel of it. But the precise point in the connection with the realty, where the article loses the legal qualities of a chattel and acquires those of the realty, often presents a question of great nicety and sometimes difficult determination.

Teaff, 1 Ohio St. at 527. The three-part evaluation established in *Teaff*, and later reaffirmed in *Wireman*, requires:

- "1st. Actual annexation to the realty, or something appurtenant thereto.
- 2d. Appropriation to the use or purpose of that part of the realty with which it is connected.
- 3d. The intention of the party making the annexation, to make the article a permanent accession to the freehold—this intention being inferred from the nature of the article affixed, the relation and situation of the party making the annexation, the structure and mode of annexation, and the purpose or use for which the annexation has been made."

Wireman, 75 Ohio St.3d at 106, quoting *Teaff* at 530.

{¶ 26} Instead of evaluating the amended complaint by the standard required for a motion for judgment on the pleadings, both the trial court and the majority engaged in an extensive evaluation of the facts associated with the annexation of the retractable awning to the Hnats' home. The trial court and the majority failed to construe the facts in the complaint

in a light most favorable to Hnat. The judgment on the pleadings standard contemplates an analysis of the allegations in the complaint, not an evaluation or weighing of the facts.

{¶ 27} While an awning was found to be personal property in *Perez Bar & Grill v. Schneider*, 2012-Ohio-5820, ¶ 27 (9th Dist.), the court made a factual determination of the nature of the awning following trial. In *Copeland v. Niedhamer*, 1987 WL 10950, *2 (2nd Dist. May 6, 1987), an awning was found to be a fixture after consideration of all relevant evidence at trial. Whether an awning is a fixture requires full consideration of all the facts and circumstances associated with the *Wireman* test. The trial court's grant of judgment on the pleadings in this case amounted to a premature consideration of the factual issues.

{¶ 28} It was sufficient that Hnat alleged that the awning was a fixture to survive the judgment on the pleadings stage of the proceedings. That is not to say that following discovery, whether on summary judgment or at trial, the retractable awning may be determined to be a product. But at the pleading stage, Hnat's allegations in her amended complaint were sufficient to overcome a motion for judgment on the pleadings. I conclude that the trial court erred in granting the motion for judgment on the pleadings. I would reverse and remand the case to the trial court.