[Cite as *Kruzyk v. Palmer*, 2026-Ohio-4512.]

IN THE COURT OF APPEALS OF OHIO
SIXTH APPELLATE DISTRICT
ERIE COUNTY

Ron Kruzyk	Court of Appeals No. {48}E-26-004
Appellant	Trial Court No. CVI2500541
v.	
Michael Palmer	**DECISION AND JUDGMENT**
Appellee	Decided: November 13, 2026

* * * * *

Karin L. Coble, for appellant.

* * * * *

MAYLE, J.

{¶ 1} Following a small-claims trial, plaintiff-appellant, Ron Kruzyk, appeals the December 22, 2025 judgment of the Vermilion Municipal Court, Small Claims Division, which entered a verdict against him and in favor of defendant-appellee, Michael Palmer. Palmer has not filed a brief. For the following reasons, we reverse, in part, and affirm, in part.

I. Background

{¶ 2} Ron Kruzyk filed a small-claims complaint against Michael Palmer in Vermilion Municipal Court. His complaint alleged that he paid Palmer $535.00 for auto repairs on a 35-year-old show car, but Palmer failed to complete the repairs, created

additional mechanical problems, stopped communicating with Kruzyk, and instructed Kruzyk not to contact him again. Kruzyk claimed that the vehicle "sits with more damage" and is not reliable to drive. He sought $535.00 for the amount he claims he paid to Palmer, court costs of $95.00, and interest of 25 percent.

{¶ 3} A trial was held in the small-claims court. Kruzyk and Palmer both testified.

A. Kruszyk

{¶ 4} Kruzyk testified that he paid Palmer $375.00 to replace a fuel pump in his gas tank and install a fuel filter. Kruzyk supplied and paid for the parts; the $375.00 was for labor only. Palmer replaced the fuel pump, but did not install the filter.

{¶ 5} After the fuel pump was replaced, Kruzyk and Palmer[1] realized that it was not the fuel pump that was causing the problem with the vehicle—it was a wiring harness and EGR (exhaust gas and circulation) valve. Kruzyk purchased an EGR valve for Palmer to install. Palmer performed that work for $110.00.

{¶ 6} Kruzyk testified that after that work was done, "everything seemed to be fine until [he] drove the car." When he took the car for a drive, he observed that the fuel gauge did not work. He also heard a banging sound between the fuel tank and the bottom of the vehicle. The fuel filter still had not been installed.

{¶ 7} Kruzyk contacted Palmer. Palmer thought the problem with the fuel gauge was likely the float, and he said that he would install the fuel filter, look at the fuel gauge, and investigate the noise at the same time.

---

[1] Kruszyk testified "*we* realized there was another outstanding problem[.]" (Emphasis added.) We interpret "we" to mean Kruzyk and Palmer.

{¶ 8} The parties communicated via text messaging to schedule the installation of the filter and inspection of the fuel gauge. According to Kruzyk, it was at this point that "things started to go south."

{¶ 9} Kruzyk attached text messages to his complaint. Those messages demonstrate that Kruzyk was dissatisfied with the speed of Palmer's responses to text messages and timeframe for scheduling work. Kruzyk claimed at trial that the car was "hardly running at all now," which he believed was due to "problems created by the work" Palmer performed on the vehicle. Kruzyk described that the car starts, but when he hits the gas, "it doesn't want to go." He explained that he has to "hit the gas real hard to where it downshifts," which Kruzyk said is bad for the transmission. Kruzyk also testified that the car was making a noise, and he had no way to tell how much fuel was in the tank.

{¶ 10} Kruzyk told the court he wanted $630 in damages, which he said represented labor costs of $535.00 plus $95.00 in court costs.

B. Palmer

{¶ 11} Palmer questioned Kruzyk's calculation of labor costs; he testified that labor costs totaled $485 ($375 for the first repair, $110 for the second). Kruzyk did not bring documentation to support the amount he said he paid.[2]

[2] Although he claimed in the trial court that he paid $535 for labor, Kruzyk now appears to concede that he paid only $485.

{¶ 12} As to the substantive claims, Palmer maintained that the vehicle was not running at all when he was asked to perform maintenance. He determined that the fuel pump was not working, Kruzyk ordered the fuel pump, and Palmer installed it.

{¶ 13} After installing the fuel pump, Palmer realized there were other issues under the hood. Namely, the EGR valve was burnt and melted, so Kruzyk needed to order a new one. That part came in and Palmer installed it. Palmer acknowledged that he had yet to install the fuel filter—it was on his "list of to-do (sic) when [he] came back and re-inspected things[.]"

{¶ 14} Palmer insisted that Kruzyk's concerns about the vehicle not shifting or not throttling were not part of the original repairs. Palmer agreed that Kruzyk paid him $375.00 to replace the fuel pump and fuel filter, and $110.00 to fix the wire harness and install the EGR valve. He explained that he wanted Kruzyk to drive the vehicle for a little bit following installation of the EGR, and they would schedule installation of the fuel filter after ensuring that the engine ran properly.

{¶ 15} Palmer told the court that when he first started working on the vehicle, he did not know about the issue with the shifting because the car was not running at all at that point. He opined that installing the fuel filter would not solve the problems that Kruzyk was describing with the vehicle.

{¶ 16} Palmer testified that the breakdown in the relationship started because Kruzyk texted him late on a Saturday morning about scheduling the next appointment, and Palmer did not respond until Monday. That Monday, he offered to schedule the work for that Thursday—three days later—but Kruzyk responded, "NOT!!" Things went

downhill from there, culminating in Palmer refusing to provide any additional services. He interpreted some of Kruzyk's text messages as threatening.

C. The Trial Court's Effort at a Resolution

{¶ 17} The court asked the parties if a resolution was possible. Palmer expressed willingness to work on the car, but Kruzyk did not want Palmer to work on the vehicle again. Palmer confirmed that all the money he received was for labor. He said that he would be willing to give back a small amount but would not provide a full refund. Kruzyk told the court that he did not want to discuss a proposal.

D. The Trial Court Judgment

{¶ 18} After the hearing, the court issued a written decision. It determined that Kruzyk "ha[d] the burden of proof through expert testimony or at least a written report to establish the defendant's liability." It found that Kruzyk "failed to provide the necessary testimony or exhibits," and it entered a verdict for Palmer.

{¶ 19} Kruzyk appealed. He assigns the following error for our review:

> The trial court abused its discretion when it found that Appellant failed to meet his burden of proof by not presenting expert testimony.

II. Law and Analysis

{¶ 20} In his sole assignment of error, Kruzyk argues that the trial court erred when it required him to present expert testimony to support what he characterizes as a small-claims breach-of-contract action. He maintains that the Ohio Rules of Evidence do not apply to small-claims cases, and a party need only present reliable evidence to satisfy

his or her burden of proof. Here, he insists, he presented sufficient evidence to succeed on a breach-of-contract claim.

{¶ 21} We review small-claims court proceedings under an abuse-of-discretion standard. *Broadstock v. Elmwood at the Springs*, 2013-Ohio-969, ¶ 6 (6th Dist.). An abuse of discretion connotes that the trial court's attitude is unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983). An unreasonable decision is one that lacks sound reasoning to support the decision. *Hageman v. Bryan City Schools*, 2019-Ohio-223, ¶ 13 (10th Dist.). "An arbitrary decision is one that lacks adequate determining principle and is not governed by any fixed rules or standard." *Id.*, quoting *Porter, Wright, Morris & Arthur, LLP v. Frutta del Mondo, Ltd.*, 2008-Ohio-3567, ¶ 11 (10th Dist.). And an unconscionable decision is one "that affronts the sense of justice, decency, or reasonableness." *Id.*

{¶ 22} "To establish a breach of contract, the plaintiff must establish 'by a preponderance of the evidence that (1) a contract existed, (2) one party fulfilled his obligations, (3) the other party failed to fulfill his obligations, and (4) damages resulted from that failure.'" *Quest Workforce Sols., L.L.C. v. Job1USA, Inc.,* 2016-Ohio-8380, ¶ 40 (6th Dist.), quoting *Blake Homes, Ltd. v. FirstEnergy Corp.,* 2007-Ohio-4606, ¶ 77 (6th Dist.).

{¶ 23} As explained more fully below, the evidence presented at trial demonstrates that there was more than one agreement created between the parties. Moreover, it seems that in addition to his breach-of-contract claim, Kruzyk purports to assert a negligent-repair claim disguised as a breach-of-contract claim.

A. The Fuel Pump and Filter

{¶ 24} According to the evidence presented at trial, Kruzyk owned an inoperable vehicle, and he hired Palmer to perform mechanical repairs to render it operable. Palmer's first impression was that the fuel pump and fuel filter needed to be replaced. Kruzyk paid Palmer $375 to replace the fuel pump and install the fuel filter, and Palmer concedes that he did not install the fuel filter. It is undisputed that installation of the fuel filter will not render the vehicle operable. Nevertheless, the amount Kruzyk paid Palmer included installation of the fuel filter. Palmer, therefore, breached the agreement when he failed to install the filter. We agree with Kruzyk that no expert testimony was required to support this particular claim.

{¶ 25} Kruzyk does not want Palmer to perform additional work on the vehicle, and there was no evidence concerning what portion of the labor costs were attributable to the fuel pump versus the fuel filter. We, therefore, remand this matter to the small-claims court to determine what amount should be returned to Kruzyk for Palmer's failure to install the fuel filter.

B. The Harness and EGR Valve

{¶ 26} Turning to the next transaction between the parties, both agreed that Kruzyk paid Palmer $110 to fix the wire harness and install the EGR valve. There appears to be no dispute that this work was performed. Kruzyk argues in his brief that "Palmer's repair work caused damage to the wiring harness and EGR valve." This is not how we read the testimony. Rather, our interpretation of the testimony is that after

installing the fuel pump, both of them realized that there were other issues under the hood—i.e., the EGR valve was burnt and melted. Kruzyk testified:

> After he dropped the gas tank and put the fuel pump in, then *we* realized there was another outstanding problem, it wasn't the fuel pump at all. . . . It was a wiring harness underneath the hood that was kind of torched. . . . I mean, the car ran good, but it needed to be – instead of replacing the whole harness, he just took the wires apart, separated them, had them replaced. I ordered an EGR valve that he put in. . . . He reused the wires that went into that, put it back in, and everything seemed to be fine until I drove the car. (Emphasis added.)

Palmer testified similarly:

> After installing the fuel pump and realizing there was still other issues under the hood, [I] told him I'd come back, take care of that. He also needed to order an EGR valve, which was burned and melted, so at that point we couldn't run the vehicle, we couldn't drive the vehicle because it still had other issues. After that, he let me know the part came in, I came back as soon as I could. We installed those parts.

{¶ 27} The trial evidence demonstrates that Palmer diagnosed and repaired the problem with the harness and EGR valve. As such, Palmer performed under the second agreement between the parties.

C. The Fuel Gauge

{¶ 28} Kruzyk testified that after the harness and EGR valve were repaired and replaced, he drove the vehicle and discovered that the fuel gauge did not work. He also heard a banging sound between the fuel tank and the bottom. Palmer said that he would come back to look at the float on the fuel gauge and would install the fuel filter at that time; the parties did not negotiate a price for work to be done to repair the fuel gauge. This was when their relationship broke down. Palmer remained obligated to install the

fuel filter under the terms of the original agreement, but no contract was formed with respect to the fuel gauge.

{¶ 29} Presumably, the terms of any additional work would have been discussed if the parties' relationship had not broken down. But we disagree with Kruzyk that Palmer's agreement to work on the car obligated him to address any and all issues until the vehicle was operating perfectly. To the contrary, it appears that the repairs were proceeding on a transactional basis as different problems with the car revealed themselves through the process of trial and error.

D. The Transmission and Kruzyk's Claim that Palmer Caused Damage

{¶ 30} Kruzyk claimed at trial that "the car's hardly running at all now." He testified that "[i]t's problems created by the work he did and still have to be responsible for doing right now (sic)." Kruzyk described the current problems with the vehicle:

> Well, it's sitting there. I mean, it'll start right now, but I hit the gas real hard to where it downshifts, and I'm like that's not that good for a transmission. It's still making the noise in the back, I still have no way to tell how much fuel I have in this vehicle.

{¶ 31} Palmer insisted that Kruzyk's concerns about the vehicle not shifting or not throttling were not part of the original repairs. He explained that he wanted Kruzyk to drive the vehicle for a while following installation of the EGR, and they would schedule installation of the fuel filter after ensuring that the engine ran properly. Palmer told the court that when he worked on the vehicle, he did not know about the issue with the shifting because the car did not run at all when he first started working on it.

{¶ 32} To the extent that Kruzyk seeks to hold Palmer responsible for causing damage to the vehicle ("Kruzyk clearly testified to the damages he suffered because of Palmer's faulty repairs"), (1) this is not a simple breach-of-contract claim, and (2) his testimony—that the problems were "created by the work [Palmer] did"—is unsupported by reliable evidence.

{¶ 33} Ohio courts recognize that "[a]s a general rule, one who contracts to repair or service an automobile is liable for any damage proximately resulting from the negligent or unskillful manner in which he makes the repairs or performs the services." (Internal quotations omitted.) *Moore v. Kubota Tractor,* 2013-Ohio-226, ¶ 13 (4th Dist.), quoting *Landon v. Lee Motors, Inc.,* 161 Ohio St. 82, 101 (1954), quoting 24 American Jurisprudence 491, Section 24. But such a claim sounds in tort—not contract. And "a successful negligent repair action, like any negligence action, requires a plaintiff to establish that: (1) the defendant owed the plaintiff a duty of care; (2) the defendant breached the duty of care; and (3) the defendant's breach of duty directly and proximately caused the complained-of injury." *Id.*

{¶ 34} "Generally, a plaintiff must present expert testimony on the issue of proximate cause when the causal connection between the negligence and the injury is beyond the common knowledge and understanding of the jury." *Pravitskyy v. Halczysak,* 2003-Ohio-7057, ¶ 39 (8th Dist.), citing *Berdyck v. Shinde*, 66 Ohio St.3d 573 (1993). "The determination of whether the causation of an injury is within common knowledge turns upon the particular facts of each case." *Murray v. Doney*, 2002-Ohio-401, ¶ 15 (6th Dist.).

{¶ 35} Kruzyk correctly states that "'proceedings in small claims courts are informal and geared to allowing individuals to resolve uncomplicated disputes quickly and inexpensively.'" *Mitchell v. Michael J. Auto Sales,* 2022-Ohio-2591, ¶ 31 (1st Dist.), quoting *Cleveland Bar Assn. v. Pearlman*, 106 Ohio St.3d 136, ¶ 15. To that end, in some cases "courts have held that it would create an undue burden on a plaintiff to require expert testimony in a small-claims action." *Pluck v. Williams,* 2019-Ohio-897, ¶ 8 (6th Dist.). Nevertheless, if proof of an element requires expert testimony, the plaintiff must present that evidence, "albeit in the most economical fashion possible." *Murray* at ¶ 17 (concluding that plaintiff with history of neck and back injuries was required to present expert testimony to support her claim that low-impact automobile collision with defendant caused her most recent complaints of neck, back, and shoulder pain).

{¶ 36} But even where *expert* testimony is not required, a plaintiff must nonetheless present *reliable* evidence to support his claim. *Pluck* at ¶ 9. Here, beyond his conclusory statement that the car is experiencing problems "created by the work [Palmer] did," Kruzyk presented *no* evidence that Palmer's repair of the vehicle was negligent.[3] To the contrary, the record evidence indicates that Kruzyk's car—a "35 year old show car"—was inoperable from the beginning, Palmer addressed some of the problems with the vehicle and got it running, but additional repairs were still needed. We do not necessarily agree with the trial court that expert testimony was required, but to the

[3] Kruzyk states in his brief that "[a]fter Palmer installed the fuel pump, Kruzyk discovered Palmer's repair work caused damage to the wiring harness and EGR valve underneath the hood of the car." We do not agree with this characterization of the trial testimony.

extent that Kruzyk's claim was really one for negligent repair—not breach of contract—he failed to support this claim with reliable evidence. As such, it was not an abuse of discretion for the trial court to enter a verdict in favor of Palmer. *See Cross v. Wabash-Lagrange Steel*, 1985 WL 7104, *3 (6th Dist. Apr. 26, 1985) ("[E]ven if the reasons are wrong, the judgment should be affirmed if correct for other reasons.").

{¶ 37} Accordingly, on Kruzyk's breach-of-contract claim, concerning Palmer's failure to install the fuel filter, we agree with him that the trial court abused its discretion when it required expert evidence and entered judgment in favor of Palmer. However, to the extent that Kruzyk's remaining claim is one for negligent repair, we find that Kruzyk failed to present reliable evidence in support of his claim that Palmer was responsible for the car "hardly running at all now." We find Kruzyk's assignment of error well-taken, in part, and not well-taken, in part.

III. Conclusion

{¶ 38} It was undisputed that Kruzyk paid Palmer $375 to install both a fuel pump and a fuel filter, and Palmer never installed the filter, thus constituting a breach of the parties' agreement. The trial court abused its discretion when it found that expert testimony was required to support that claim. We remand this matter to the small-claims court to determine a reasonable amount for labor costs associated with installing the filter, which amount shall be awarded to Kruzyk for breach of contract. Kruzyk's remaining claim sounds in tort and was not supported by reliable evidence. We find Kruzyk's assignment of error well-taken, in part, and not well-taken, in part.

{¶ 39} We affirm, in part, and reverse, in part, the December 22, 2025 judgment of the Vermilion Municipal Court, Small Claims Division. Kruzyk and Palmer are ordered to share the costs of this appeal under App.R. 24.

Judgment affirmed, in part,
reversed, in part, and remanded.

A certified copy of this entry shall constitute the mandate pursuant to App.R. 27.

Thomas J. Osowik, P.J.

_____
JUDGE

Christine E. Mayle, J.

_____
JUDGE

Charles E. Sulek, J.
CONCUR.

_____
JUDGE

This decision is subject to further editing by the Supreme Court of Ohio's Reporter of Decisions. Parties interested in viewing the final reported version are advised to visit the Ohio Supreme Court's web site at: http://www.supremecourt.ohio.gov/ROD/docs/.