IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

CFIRST, LLC, Plaintiff-Appellee, vs. SERVICE GLOBAL, INC., d.b.a. IRON SYSTEMS, Defendant-Appellant.	: : : : : :	APPEAL NO. C-260021 TRIAL NO. A-2402213 *JUDGMENT ENTRY*

This cause was heard upon the appeal, the record, the briefs, and arguments.

For the reasons set forth in the Opinion filed this date, the judgment of the trial court is affirmed.

Further, the court holds that there were reasonable grounds for this appeal, allows no penalty, and orders that costs be taxed under App.R. 24.

The court further orders that (1) a copy of this Judgment with a copy of the Opinion attached constitutes the mandate, and (2) the mandate be sent to the trial court for execution under App.R. 27.

To the clerk:

Enter upon the journal of the court on 9/4/2026.

Pursuant to App.R. 30, the clerk is directed to send all parties, or their counsel if represented, a copy of the court's judgment and note such action on the docket.

By: Jennifer Hensley
Administrative Judge

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

CFIRST, LLC,	:	APPEAL NO. C-260021 TRIAL NO. A-2402213
Plaintiff-Appellee,	:	
vs.	:	*O P I N I O N*
SERVICE GLOBAL, INC., d.b.a. IRON SYSTEMS,	:	
Defendant-Appellant.	:	

Civil Appeal From: Hamilton County Court of Common Pleas

Judgment Appealed From Is: Affirmed

Date of Judgment Entry on Appeal: September 4, 2026

Keating Muething & Klekamp PLL, *Matthew M. Allen* and *Corey H. Bushle*, for Plaintiff-Appellee,

The Mulvaney Firm, LLC, and *Christopher J. Mulvaney*, for Defendant-Appellant.

NESTOR, Judge.

{¶1} Contracts create promises and obligations. Courts enforce those very promises and obligations when a party to a contract fails to perform.

{¶2} cFIRST, LLC, and Service Global, Inc., d.b.a. Iron Systems ("Iron"), entered into a contract. cFIRST provided Iron with background checks for prospective employees for third parties. cFIRST sent Iron invoices for its work, but Iron did not pay. After cFIRST sued Iron for breach of contract, Iron alleged that cFIRST provided defective work, so Iron did not need to pay. cFIRST moved for summary judgment on its breach of contract claim. The trial court granted it because the contract required Iron to timely dispute invoices. Iron now appeals arguing the trial court failed to consider the entire contract including a warranty provision that allows Iron 75 more days to withhold payment. We agree with the trial court that Iron's failure to dispute the invoices as required by the contract is fatal to its defense. We affirm the trial court's judgment.

I. Factual and Procedural History

{¶3} cFIRST provides employee background checks to Iron. The two sophisticated commercial entities entered into their first contract in 2018. They entered into a new contract, the Master Service Agreement ("MSA"), in 2023. The MSA controls this dispute. It provides a choice of law provision for California. cFIRST initiated this lawsuit against Iron because, as both parties agree, Iron did not pay for work cFIRST performed.

{¶4} The MSA requires cFIRST to send an invoice within 45 days of completing work. The MSA allows Iron to dispute an invoice within 30 days of receiving the invoice. If Iron disputes the invoice, the parties must resolve the dispute within 90 days.

{¶5} From June of 2023 to April of 2024, Iron did not pay its invoices. Iron disputed some invoices, but the parties resolved all disputes except for two April 2024 invoices. cFIRST had been asking about the unpaid invoices during this time, but Iron still did not pay. In May of 2024, cFIRST sent a demand letter. Iron then informed cFIRST that it had no intention of paying because cFIRST had provided defective work. When Iron responded that it would not pay the invoices, cFIRST filed a complaint with four different causes of action: breach of contract, breach of the covenant of good faith and fair dealing, unjust enrichment, and promissory estoppel.

{¶6} cFIRST moved for summary judgment on its breach of contract and breach of good faith and fair dealing claims. In its motion for summary judgment, cFIRST argued that it did not breach the contract by providing unsatisfactory work, but it was immaterial if it did. The MSA provides a timeframe for Iron to exercise its options if there is a defect and for Iron to challenge the invoices cFIRST sent. Iron never notified cFIRST of a defect and if Iron did contest an invoice, Iron ultimately approved it.

{¶7} There are three relevant provisions of the controlling contract. The first is the "Vendor Representations and Warranties" provision in section 1 of the MSA. Paragraph J states,

> All work performed and all materials provided by Vendor pursuant to this Agreement shall be free from defects in workmanship, normal wear and tear excepted, for a period of sixty (60) days from the date of completion with a grace period of 15 days. Upon discovery of a defect or nonconformance, IRON shall be entitled . . .
>
> iii. to make an equitable adjustment in the payments to

> be made under "Price and Payment" to compensate for the defect or nonconformance.

The second relevant provision is in section 4, which is titled "Reviews." It states that cFIRST "and IRON shall conduct monthly governance meetings on a schedule mutually agreed to review the potential invoices, [cFIRST's] performance and to take any necessary action that arise from . . . [cFIRST's] failure to meet any of the performance Service Levels or terms and conditions under this Agreement." The last relevant provision is section 5's "Price and Payment terms." It states,

> In full consideration of the satisfactory performance of Services under any applicable [Statement of Work ("SOW")] executed hereunder, IRON shall make payments of all undisputed amounts in accordance with the applicable SOW to Vendor against properly issued invoices within ninety (90) days or receipt of such undisputed and correct invoices.

This provision goes on to require cFIRST to submit all invoices to Iron within 45 days of completing work. The provision also required the parties to resolve disputes within 30 days if Iron disputed an invoice.

{¶8} cFIRST argued that it sent Iron its invoices and Iron disputed some of the invoices. In accordance with the contract, the two parties resolved the disputes, and Iron ultimately approved the invoices. After approval, Iron did not pay. cFIRST argued this put Iron in breach of the contract.

{¶9} Below, Iron did not contradict that it received the invoices, it approved or disputed the invoices, the parties resolved the disputed invoices, or that it failed to pay. Iron did argue in its opposition to summary judgment that cFIRST, over the

course of the contract, overcharged Iron for incomplete background checks, excessive drug tests, excessive and duplicative address verifications, discrepancies in employment verification, discrepancies in reference checks, and discrepancies between dates of initiation and dates of completion. Iron did not provide specific examples or state when it discovered cFIRST's alleged breach. Iron provided an audit, but it is unclear when it performed the audit. Iron also argued cFIRST was in breach because monthly governance meetings did not occur to resolve invoice disputes.

{¶10} Iron provided an employee affidavit, an expert report calculating financial damages from cFIRST's alleged breach, and an expert report saying cFIRST breached the contract by providing defective work product.

{¶11} The trial court agreed with cFIRST on its breach of contract claim and granted partial summary judgment. Ultimately the court determined, "Because the undisputed evidence show[ed] that Iron expressly approved or did not dispute within thirty days the June 19, 2023, July 17, 2023, September 22, 2023, October 16, 2023, November 20, 2023, December 21, 2023, February 19, 2024, and February 23, 2024, invoices, [it] cannot challenge them now. The only invoices that can be disputed are the April 17, 2023 [sic], invoices. For these reasons, Plaintiff [was] entitled to judgment in its favor on Count One in the amount of $150,463.88." The trial court granted summary judgment because Iron had a "responsibility to timely dispute invoices within the time required by the dispute mechanism agreed to in the Master Services Agreement," and Iron did not.

{¶12} The trial court denied summary judgment for the two April 2024 invoices that the parties did not resolve and for the claimed breach of good faith and fair dealing. After cFIRST dismissed its other claims, including the money it sought for the April 2024 invoices, the trial court entered a final judgment for cFIRST. Iron

timely appealed bringing one assignment of error.

II. Analysis

{¶13} On appeal, Iron argues the trial court erred in granting summary judgment because it ignored the warranty provision. Iron argues this provision extended time to withhold payment.

A. Assignment of Error

{¶14} We review a grant of summary judgment de novo. *Al Neyer, LLC v. Westfield Ins. Co.*, 2020-Ohio-5417, ¶ 13 (1st Dist.). Under Civ.R. 56(C), summary judgment is proper where "'(1) no genuine issue of any material fact remains, (2) the moving party is entitled to judgment as a matter of law, and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and construing the evidence most strongly in favor of the nonmoving party, that conclusion is adverse to the party against whom the motion for summary judgment is made.'" *Id.* at ¶ 14, quoting *State ex rel. Duncan v. City of Mentor City Council*, 2005-Ohio-2163, ¶ 9.

{¶15} Iron argues the trial court did not read the warranty provision with the payment provision. Iron argues that Paragraph J states the "Vendor Representations and Warranties" provides 75 days from the date Iron discovers a defect to exercise its remedies, which includes withholding payment. Paragraph J states "All work performed . . . shall be free from defects in workmanship, normal wear and tear excepted, for a period of sixty (60) days from the date of completion with a grace period of 15 days. Upon discovery of a defect or nonconformance, IRON shall be entitled" to exercise its options.

{¶16} Iron asks us to accept a nonsensical interpretation. Paragraph J states "All work performed . . . shall be free from defects . . . for a period of sixty (60) days . . . with a grace period of 15 days." This means that cFIRST provided a 75-day warranty.

Not, as Iron asserts, that Iron has 75 days from the date of discovery to withhold payment.

{¶17} Further, as cFIRST points out in its appellate brief, this provision is an express warranty. "Under California law, time limits in express warranties are effective at limiting the coverage of the warranty to defects that manifest themselves during the specified time period." *Long v. Hewlett-Packard Co.*, 316 Fed.Appx. 585, 586 (9th Cir. 2009). Even if cFIRST breached the contract, and even if the 90-day invoice payment requirement was not present, Iron would still have to overcome the 75-day express warranty period. Neither party submitted the last day cFIRST performed work, but cFIRST sent the last invoice on February 23, 2024. Even going 75 days from that date, the express warranty had expired. Accordingly, the MSA did not excuse Iron's performance.

{¶18} Iron additionally argues that *Mexia v. Rinker Boat Co., Inc.*, 174 Cal.App.4th 1297 (2009), is controlling. Iron suggests *Mexia* supports that it has 75 days from the date of defect discovery to act. However, *Mexia* concerned the sale of a consumer boat and the implied warranty of merchantability under California's Song-Beverly Consumer Warranty Act. *Id.* at 1301. As far as the boat's express warranty, the court specifically noted that "Mexia is not suing Rinker to enforce its express limited warranty." *Id.* at 1307. The court stated that Mexia was suing for breach of the implied warranty of merchantability, which has a four-year statute of limitations. *Id.* "The contractual six-month period to enforce the express warranty [was] inapplicable." *Id. Mexia* does not stand for the proposition Iron suggests it does.

{¶19} Lastly, Iron argued during oral arguments that the issue of whether the governance meetings occurred is unresolved. Iron argues this is a genuine issue of material fact, making summary judgment improper. However, Iron did not raise this

argument in its appellate brief. We will not consider this argument. *See Porter v. Hammond N. Condominium Assn.*, 2025-Ohio-2210, ¶ 70, fn. 10 (1st Dist.) ("[W]e need not address claims raised for the first time at argument, where such claims could have been raised in the briefs.").

{¶20} Accordingly, we overrule appellant's assignment of error.

III. Conclusion

{¶21} Iron entered into a contract with cFIRST. That contract required Iron to pay for the work cFIRST performed. Iron, without excuse, did not pay. We affirm the trial court's grant of summary judgment.

Judgment affirmed.

BOCK, P.J., and **MOORE, J.,** concur.