No. A25A2013

IN THE COURT OF APPEALS
FOR THE STATE OF GEORGIA

LEGACY FORD OF MCDONOUGH, INC.

Appellant

v.

MICHAEL REYNOLDS,

Appellee.

APPELLEE'S RESPONSE BRIEF

Griffin B. Bell III
Ga. Bar No. 048050
150 E. Ponce de Leon Ave., Suite 260
(404) 458-4086
gbb@gb3pc.com
Counsel for Appellee Michael Reynolds

Respectfully submitted this 21st day of July, 2025

I. INTRODUCTION

Appellant Legacy's own trial testimony was that it reached a "deal", ie., a "signed agreement to sell" Mr. Reynolds the F-250 and accept his tractor on trade, through the *Buyer's Order*. That document, signed by Legacy and Mr. Reynolds, does not make financing a material term of the deal. The evidence, construed in Mr. Reynold's favor, shows that only later, when Legacy could not get its desired price selling the "as-is" truck to a wholesaler, Legacy intentionally refused to submit the papers for financing in an attempt to rescind its contract with Reynolds. As to attorney's fees, the jury had sufficient evidence to find that, of the $146,000 fees claimed by Appellee Reynolds, the $20,000 it awarded was reasonable.

II. STATEMENT OF THE CASE

A. Truck Purchase Background.

In 2014[1], Appellee Mike Reynolds, an independent trucker, decided to open a furniture delivery business (V3: 60-61)[2]. As part of that process, he decided to downsize from his tractor-trailer to a large pickup and trailer, believing it would be more cost-efficient, as well as safer, for residential deliveries (V3: 63-64). Over a period of a few weeks, Mr. Reynolds shopped pickups at several dealerships, also discussing, as part of an anticipated deal, trading in his truck-tractor (the "Freightliner")(V3: 64-71). Those dealerships included Appellant Legacy Ford, which Mr. Reynolds visited three times in August 2014 (V3: 66-69,73).

---

[1] Legacy contends, without support, that Mr. Reynolds "dismissed" the original, 2015, Henry County case. For clarification, the undersigned states that inspection of the record for that case would show that it was dismissed by that trial court following both Parties' failure to attend the call of the case in December 2022.

[2] "V3" refers to Volume 3, which is the first of two trial transcripts and also includes the trial exhibits at the end. Vol. 2 contains the trial court record, and Vol. 4 is the second and final trial transcript.

B. Reynolds Initial Contacts with Appellant Legacy for Truck Trade & Purchase.

During and between those visits, Reynolds communicated with Legacy through one of its salesmen, "Luke" (V3: 66-67)[3]. At trial, Legacy's owner, Senator Jones, testified that Luke was its "sales manager and representative to the customer" and that Luke, along with "Modine", Legacy's sales manager, were involved in the transaction with Mr. Reynolds (V4: 57, 46). On Mr. Reynold's second visit to Legacy, he and Luke tried to work a deal for the trade of the Freightliner and Reynold's purchase of a Ford F-250, but Reynolds testified that no deal was reached because Legacy only "went up" $1,000 on the trade value for the Freightliner (V3: 67-68). Critically, as part of those discussions, Reynolds pointed out to Luke that the Freightliner had new tires, and Luke responded that "[t]ires don't matter when you trade in a car or vehicle." (V3: 68). At trial, Legacy's representative, Justin Murray, testified that a Legacy customer had the "right to rely on a representative", such as Luke, "as to statements of fact." (V3: 140). Based on Legacy's representation, Mr. Reynolds then gave those new

[3] Documents in the record suggest this sales representative appears to be "Lucnor Joseph" or "Luke Joseph". See *Buyers Order Customer Information,* Ex.P-12 (V3: 253) and cf. *Customer Trade-in Evaluation Survey* D-1 (V3: 282).

tires to his brother, who was also a trucker, and put old tires[4] on the Freightliner (V3: 69).

C. August 29, 2014 Transaction or "the Deal"

On on August 29, 2014, a day or two after his second visit to Legacy, above, Mr. Reynolds was at a nearby Toyota dealership when he received a follow up call from Luke "trying to make a deal" (V3: 73). Reynolds, who was driving the Freightliner on the old tires, immediately went to Legacy, and parked it in front of the dealership during the transaction that followed (Id). Meeting again with salesman Luke, Mr. Reynolds advised him that he had changed the tires on the tractor and had also removed several other items, including the refrigerator, microwave, TV, and a mattress (V3: 74 - 75; 78 - 79). He testified that they then closed the deal that day after he accepted Legacy's offered trade-in value for the Freightliner (itemized both on the *Buyers Order* and included in the net price on the *Installment*

[4] While Legacy contended at trial that the replacement tires were "bald", Reynolds testified that they, including their tread depth, met DOT standards for their use (V3: 69). While Legacy's brief also asserts that the trade value was "materially diminished" (Br. at 7), there was conflicting testimony at trial regarding the tire values, and, as further discussed herein, that claim conflicts with Mr. Reynold's unrebutted testimony as to what Luke told him about the tires not affecting value (V3: 68) as well as Legacy's express and constructive knowledge of the tire change before accepting the trade (V3: 73 - 75).

Contract, discussed below), signed additional documents discussed below, and obtained proof of insurance for the F-250 (V3: 85). Mr. Reynolds testified that before he left in the F-250, he understood that Legacy towned the Freightliner (V3: 84). He also stated that "[a]fter all the paperwork was signed and the dealership asked me to move the tractor . . . [I] moved the truck to the back of the dealership lot for them" (Id). His undisputed testimony is that, after signing those documents, Reynolds drove home that day in the new F-250, which was repossessed months later. He never saw the Freightliner again, and despite extensive cross-examination on the issue, Legacy's owner was never able to account for what happened to that truck (V3: 209 - 214).

D. Documents & Party Actions Comprising the Breached Contract

The *Buyers Order,* a one-page document dated August 29, 2014, addresses Mr. Reynold's purchase of the new F-250, is signed by Legacy and Mr. Reynolds, and shows detailed sale price, tax, title fee and other information including the "Cash Price or Amount to Finance" of $27,946.79 (V3: 253). That price is net of the Freightliner trade value, and the form, which is signed by Legacy and Reynolds, refers to the 2015 F-250 being purchased as well as the Freightliner being traded,

including detailed information as to its VIN and insurance information (Id).

On direct examination, Senator Jones, Legacy's owner testified about the importance of the *Buyer's Order:*

Q. Is this a signed agreement to sell the car?

A. Absolutely.

(V3: 191). He further testified that "the buyers order is akin to the buying conditions of the vehicle that the customer is purchasing" (Id.).

While the *Buyer's Order* has the exact sales price, net of the Freightliner trade-in value, nowhere in its terms does it require financing or otherwise make the sale subject to financing (V3: 253). Despite that, Senator Jones insisted in his direct examination testimony that the order was "conditioned on financing. Unless the customer is paying cash." (V3: 186). As to financing, Jones further testified that based on the information on this *Buyer's Order* "we will make every attempt to get our customers finance[d] so we can sell this particular vehicle . . ." (V3: 191).

It was undisputed at trial, however, that Legacy never submitted the "deal" for financing: Its representative, Justin Murray, testified

that because of Legacy's reevaluation of the trade-in Freightliner's tires, "the deal had changed" (V3: 136 - 137). Mr. Murray also acknowledged, however, that while a deal is being negotiated, Legacy communicates with Ford Motor Credit and gets pre-approval, which becomes "final approval" when the paperwork gets sent to Ford (V3: 135 - 136). Similarly, Mr. Reynolds testified that "Ford Motor Credit approved the deal while I was in the dealership", in other words, the deal "was not contingent on credit approval at all." (V3: 107 - 108). Even though the *Buyer's Order* is signed by Legacy, Mr. Murray testified that following a deal a buyer such as Reynolds would not have in his possession signed documents from Legacy, since Legacy does not sign them until after they are returned from Ford Motor Credit (V3: 135).

Senator Jones, Legacy's testified that the separate document, a *Retail Installment Contract* is a "summary contract" used only where deals are financed (V3: 188 - 189)(V3: 258 - 261 (Ex. P-14))[5]. On its face it shows that it is actually a Ford Motor Credit form and specifically applies to financing via that company (V3: 258 - 261 (Ex. P-14)). Legacy argues that the jury was not authorized to find an enforceable

[5] This same document, Ex. P-14, is also attached to Ex. P-12 after the *Buyers Order* (V3: 253).

contract because this document was was signed by Reynolds but not Legacy. It has Mr. Reynold's handwritten signature in two places, each after the typed wording "Buyer Signs" and "X" (Id). Immediately under his second signature is "Seller" followed by a line over which "LEGACY FORD, INC." is typed, followed by a separate "By" and "X" and a blank line (Id). Below the "LEGACY FORD, INC" it states "THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT." (Id).

Mr. Reynolds acknowledged on cross-examination that there was no signature for Legacy on the *Retail Installment Contract* (V3: 258 - 261, Ex. P-14). Neither his testimony nor Legacy's questioning, however, always distinguishes that document from the one-page *Buyer's Order* (the one-page P-12 exhibit which also includes a separate copy of the *Retail Installment Contract)*(Id.). That *Buyer's Order,* as mentioned above, includes a handwritten signature for "DEALER OR AUTHORIZED REPRESENTATIVE" at the bottom (V3: 252). As to the *Retail Installment* document, Reynolds further testified on cross-examination as follows:

Q. There's no signature there, is it?

A. All documents don't get signature. They stamp it. And sometimes the computer will print it out Legacy Ford on the document.

Q. So you're saying . . . this document is signed by Legacy Ford?

A. It says - - seller Legacy Ford.

Q. . . . it's your testimony today that this document is signed by Legacy Ford; is that correct?

A. I don't know if they using a computer signature like we've been doing - -

Q. Okay.

A. - - for 20 years.

****

A. . . . I don't know if - -

Q. You don't know.

A. - - someone is signing in the sales office. Or if the computer is signing.

(V3: 112).

Despite that confusion over the signature, Reynolds further testified on cross-examination:

Q. . . . you don't recall a single document signed by both Legacy Ford and you that says this deal is done; is that true?

A. Yes. I have a contract when I left the dealership, like, they won't let you leave the dealership with a vehicle without it being signed.

> Q. Where is that document?
>
> A. I'm not sure, counsel may have it. But these are documents that came from the dealership that I signed prior to taking possession of the vehicle.

(V3: 113 - 114).

The *AXZD-Plans Pricing Agreement* is also filled out, dated, and has Mr. Reynold's signature but has no typed or hand-signed information for the "Authorized Dealer Signature." (V3: 262). A separate insurance form follows with handwritten, completed insurance information and Mr. Reynold's signature in the field for "Purchaser Signs", but it has a pre-typed date of "8/11/14".

A *Bailment Agreement,* discussed at length in Legacy's brief, is signed by Reynolds as "Purchaser" and is also dated August 29, 2014 (V3: 281, P-34). While Legacy argues that this document makes the whole sale "[p]ending credit approval", and refers to "the following described vehicle" and a "Sales Order", all of the vehicle information on the form is blank, even though a fax header shows that it was sent months later on "December 17, 2024" (Id). Moreover, in contrast to Mr. Murray's testimony that the *Bailment Agreement* was a "convenience" to a customer like Reynolds, Senator Jones testified, instead, that it was

Legacy's "way of trying to **lock the customer down to the deal that they've agreed upon . . ."** (V3: 194)(emphasis added).

Nowhere in any of those documents are the Freightliner tires, or the value of those tires stated, referred to, or discussed. Legacy had admitted into evidence a *Customer Trade-in Evaluation Survey*, with block print "TRUCK HAS NEW TIRES" (V3: 282 (Ex.D-1)). There was no testimony as to who block printed that statement on the form and when. Moreover, while Senator Jones testified that the form was signed by Mr. Reynolds and was "critical to any vehicle that we take in on trade", it is not clear when the form was actually completed and signed, since it is dated "10/1/13", almost 11 months before the August 29, 2014 transaction, yet it also refers to maintenance on the truck performed in "May 2014" (Id).

F. What Legacy argued at Directed Verdict Motion

Legacy made the at-issue directed verdict motion[6] on the first day of trial arguing that "we don't have any evidence that there was an actual contract between the parties" and, ignoring the *Buyer's Order,* claimed that "there was no signed document between the two parties

[6] Legacy made a separate directed verdict motion, not at issue in this appeal, the second and final day of trial (V4: 65).

that says there was a contract between them." (V3: 148). Further explaining, Legacy's counsel stated that "the deal was contingent on financing" and that "the document (presumably the *Retail Installment Contract"* Ex. P-14) is contingent upon the other Legacy signature . . ." (V3: 149). In supporting its argument that the deal was expressly "pending credit approval", however, Legacy did not cite the *Retail Installment* document but rather refers to the *Bailment Agreement*, which does not mention either the F-250 or the Freightliner (Ex. P-34).

Legacy also argued that the Parties' contract was barred by the Statute of Frauds since the documents were not countersigned by Legacy (V3: 150 - 151). Reynolds argued, instead, that there was sufficient evidence presented to show the elements of a contract and that the parties had performed (V3: 151 - 153). Reynolds further objected to Legacy's Statute of Fraud argument since Legacy failed to plead that affirmative defense it in its answer (V3: 156 - 157)[7].

---

[7] Despite Legacy's counsel twice insisting to the trial court that the Statute of Fraud defense was "in the answer", it was not (V3: 157). That night, however, before the final day of trial, Legacy efiled an amended answer, asserting the Statute of Frauds as its "Sixth Defense" (First Am. Answer, V2: 43). That amended answer was never referred to at trial, and its *Certificate of Service* indicates that it was not served on Appellee's counsel, Robert Koski, but rather to "C. Knox Withers" at the undersigned's email address.

The trial court denied Legacy's directed verdict motion on that contract issue but, sua sponte, granted a directed verdict on Reynold's conversion claim (V3: 158).

III. ARGUMENT AND CITATION OF AUTHORITY

DIRECTED VERDICT REQUIREMENTS & STANDARD OF REVIEW

"A motion for a directed verdict shall state the specific grounds therefor . . . [i]f there is no conflict in the evidence as to any material issue and the evidence introduced, with all reasonable deductions therefrom, shall demand a particular verdict, such verdict shall be directed." O.C.G.A. §9-11-50(a). "A directed verdict is proper only where there is no conflict in the evidence as to any material issue and the evidence introduced with all reasonable inferences therefrom demands a particular verdict." *Morton v. Horace Mann Ins. Co.*, 282 Ga. App. 734, 735 (2006).

"[O]n appeal from the denial of a motion for a directed verdict or a motion for j.n.o.v., we construe the evidence in the light most favorable to the party opposing the motion, and the standard of review is whether there is any evidence to support the jury's verdict. *Bristol Consulting Grp., Inc. v. D2 Prop. Grp., LLC*, 366 Ga. App. 843, 849 (2023). Put

differently, the trial court erred only if all the trial evidence in this case, construed in Mr. Reynold's favor, "demands" a verdict for Legacy rather than, as the jury found, for Mr. Reynolds. A directed verdict, then, is improper when there is any evidence or some evidence to support the non-movant's claims, since a jury issue is created. *Pryor v. Phillips*, 222 Ga. App. 116, 116 (1996).

I. Trial Testimony and Exhibits both Contain Ample Evidence of a Contract Between the Parties, therefore the Trial Court did Not Err in Permitting the Jury to Decide the Contract Claim.

"A contract is an agreement between two or more persons for the doing or not doing of some specified thing." O.C.G.A 13-1-1. "To constitute a lawful contract, there must be parties able to contract, a consideration for the contract, the agreement of the parties to the terms of the contract, and a lawful subject matter." O.C.G.A. §13-3-1. The consent of the parties is essential to the validity or enforcement of a contract, and until both parties have agreed to all its terms, there is no contract. Until the contract is agreed to, a party may withdraw an offer or bid or proposition. O.C.G.A. §13-3-2. "Assent to the terms of a contract may be given other than by signatures." *Legg v. Stovall Tire & Marine, Inc.*, 245 Ga. App. 594, 596 (2000).

Here, Legacy and Reynolds entered into an agreement for Legacy to sell Reynolds the F-250 for a certain amount determined by an agreed-to price that accounted for the trade-in value for the Freightliner. Those terms are memorialized in the *Buyer's Order*, which states the exact amounts for the trade and the net purchase price whether "cash price or amount to finance." Nowhere does that document, which is signed by Legacy and Mr. Reynolds, require financing or otherwise state that it subject to financing. Moreover, Legacy's owner admitted on direct examination this document was a "signed agreement to sell the car". Furthermore, Senator Jones also testified, when discussing the *Bailment Agreement,* that it was a way to "**lock** the customer down to the deal they've agreed upon."

Legacy's representatives repeatedly stated at trial that a "deal" had been reached with Mr. Reynolds. Pointedly, as Senator Jones testified, that deal is consummated "when they take delivery of . . . the vehicle before they leave my dealership." The jury heard evidence that Mr. Reynolds not only left the dealership in the F-250, but also Legacy took possession of the Freightliner to sell it to a wholesaler.

Despite that testimony, Legacy maintains that a separate document, the *Retail Installment Contract* un-does that signed agreement because the *Retail Contract* was not signed by Legacy, and, therefore, by its own terms, is not a valid "contract". That document, however, does not refer to the *Buyer's Order*, does not require financing, and does not otherwise invalidate Legacy obligation to sell the F-250 to Reynolds under the terms stated in the *Buyer's Order*. Legacy similarly argues that the deal required financing because the *Bailment Agreement*, agreement, which makes no reference to any vehicle, states that it is made "[p]ending credit approval". In other words, Legacy's contradictory testimony at trial was that Reynolds was "locked in" to an agreement to trade his Freightliner and purchase the F-250, but that it did not require Legacy to consummate the sale.

Even if the *Retail Installment Contract* could effect the validity of the Parties' "deal" as memorialized via the *Buyers Order,* the jury could find from the trial testimony and the document itself that the *Retail Installment* was signed, since Legacy's name was typed underneath Mr. Reynold's own signature and was followed by an "X": In Mr. Reynold's words "I don't know if they using a computer signature like we've been

doing - - for 20 years . . . if - - someone is signing in the sales office. Or if the computer is signing" (V3: 112).

II. The Condition of the Freightliner's Tires was Not a Material Term to the Parties Agreement

In the context of equitable relief, "[i]f the consideration upon which a contract is based was given as a result of a mutual mistake of fact or of law, the contract cannot be enforced." O.C.G.A. §13-5-4. Mere ignorance of a fact, however, or a "mistake in judgment … as to the value of property," even if mutual, is insufficient to warrant relief, unless combined with "misplaced confidence, misrepresentation, or other fraudulent act. § 3:24., *Ga. Contracts Law and Litigation* § 3:24 (2d ed.), *citing,* O.C.G.A. §§ 23-2-28, 23-2-29.

Legacy implies that the value of the Freightliner's tires was a material term to the agreement even though the only mention of the tires in all the sale-related documents is the handwritten "new tires" print on the undated *Evaluation Survey,* which is, inexplicably, dated 11 months earlier. Moreover, Legacy offered no evidence to rebut Mr. Reynold's testimony that it was Luke, a representative of Legacy, that represented to him that the tires on the Freightliner did not effect its value for purposes of the trade for the F-250. Furthermore, the jury

heard evidence from both Parties as to the value of the tires, Legacy's awareness of the truck and tires (as well as other items removed from the truck), and its representatives' opportunities to inspect the truck at the time of the "deal" on August 29, 2025. Consequently, the jury was authorized to find that, contrary to Legacy's arguments, the deal had not changed. Therefore, the trial court would not have been authorized to direct a verdict based on the perceived value of the Freightliner's tires.

III. Denial of the Directed Verdict on Statute of Frauds Grounds was Proper because the Jury Heard Conflicting Testimony as to Whether the Contract was Performed, Whether it was Signed, and Which Document Had to be Signed.

> A contract which does not satisfy the [signature] requirements of subsection (1) of this Code section but which is valid in other respects is enforceable . . . [i]f the party against whom enforcement is sought admits in his or her pleading, testimony, or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or
> (c) With respect to goods for which payment has been made and accepted or which have been received and accepted.

O.C.G.A. §11-2-201(3)(b) & (c).

As discussed above, Legacy emphasized at trial that the *Retail Installment Contract* was not counter-signed by Legacy. While Mr. Reynolds acknowledged that there was not a handwritten signature on the document, he also indicated that he believed it had been signed by

Legacy via its typewritten name under Reynold's signature. Regardless, however, of whether the jury considered that particular document to be signed, the document shows that it only comes into play if the "deal" is financed: A separate document, which was signed by both Parties, the *Buyer's Order*, provided that the "deal" could be financed or paid in cash.

Also, the jury heard evidence that Legacy agreed to sell Mr. Reynolds the F-250 for the net price stated on the *Buyer's Order,* which included an agreed-to trade value for the Freightliner, also specified on that document. Further evidence from Legacy's own witnesses was that after Reynolds drove off with the F-250, Legacy took possession and control of his Freightliner to resell it. In other words, there was performance under the Parties contract, a contract that did not require financing. The jury could conclude that Legacy breached that contract, even after performance, by reneging on the "deal" it reached with Mr. Reynolds and which it claimed he was "locked in" to.

IV. The Jury was Authorized to Find that the $20,000 Attorney's Fees it Awarded against Legacy were Reasonable

While counsel for Reynolds did not use the term "reasonable", each testified in detail about their work on the case and their hourly rates, and each was cross-examined extensively by Legacy's counsel and also Attorney Bell was questioned by the Court as to his time billed at the trial of the case (V4: 325 - 350). While both attorneys were employed by Reynolds via a contingency agreement, Attorney Koski testified that his work on the case, billed at his $350 per hour rate, was $121,200 and that Attorney Bell billed at $310 per hour for his legal work (V4: 326, 347 - 48). Attorney Bell's testimony was that, while he came onto the case mainly to assist Mr. Koski and do paralegal and administrative work, that work was broken down separately from attorney time, that he tracked all of his time via a "time entry system", that the lion's share of the work was attorney work, and that substantiated his $20,460 of his separate billing testified by Mr. Koski (V4: 345, 347, 348 - 349). Out of the $141,660 testified to, the jury awarded $20,460, showing that they carefully considered the attorney's

fee testimony not only as to amounts in billable hours but also its value to the case.

IV. CONCLUSION

From the evidence at trial construed in Mr. Reynold's favor, the jury was authorized to find an enforceable contract between the Parties and that the attorney's fees it ultimately awarded were reasonable.

This 21st day of July, 2025.

This submission does not exceed the word count limit imposed by Rule 24.

GRIFFIN BELL III, P.C.
By:
/s/
Griffin B. Bell III
Georgia Bar No.048050
Attorney for Appellee

150 E. Ponce de Leon Ave., Ste. 260
Decatur, Georgia 30030
(404) 458-4086
gbb@gb3pc.com

CERTIFICATE OF SERVICE

I hereby certify that I have this 21st day of July, 2025 served a copy of the within and foregoing APPELLEE'S RESPONSE BRIEF by filing with the Court of Appeals efiling system, by email transmission to counsel for Applicant, as set forth below, and by 1st Class U.S. Mail, as addressed below.

D. Barret Broussard, Esq.
Georgia Bar No. 218806
925B Peachtree Street NE # 347
Atlanta, Georgia 30309

barret@broussard.law

Counsel