No. A25A2013

In the
Court of Appeals of the State of Georgia

LEGACY FORD OF MCDONOUGH, INC.,

Appellant,

v.

MICHAEL REYNOLDS,

Appellee.

On Appeal from the State Court of Fulton County
Civil Action File No. 23EV004076

APPELLANT'S REPLY BRIEF

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Respectfully submitted this 8th day of August, 2025.

INTRODUCTION

Mr. Reynolds' response searches the trial record for evidence of contract formation. However, Mr. Reynolds fails to address the issue that mutual assent requires a meeting of the minds as to the payment of the "Balance of Cash Price or Amount to Finance"[1] in the Buyer's Order. His argument requires the Court to believe that Legacy Ford provided a balance and agreed to sell without any promise of payment.

There was no evidence of a cash offer on the balance from Mr. Reynolds to Legacy Ford. The only evidence presented at trial showed that the parties agreed to finance the balance (*i.e.*, net purchase price), and that financing never occurred. Notably, Mr. Reynolds declined to address the dispositive case *AgriCommodities, Inc. v. J.D. Heiskell & Company, Inc.*, 297 Ga. app. 210, 211 (2009), which states that a lack of credit approval belies the existence of a contract.

Mr. Reynolds very well may have believed that he had a deal when he left Legacy Ford in the F-250. But his belief and reliance are insufficient to form a contract,[2] as Legacy Ford did not agree to a deal for which it would not be paid. The

[1] Mr. Reynolds' response conspicuously omits the words "Balance of" when describing the terms in the Buyer's Order. These words strongly indicate that there remains a final material term that must be agreed-upon before a contract is formed.

[2] As discussed below, the any relief afforded by the court must sound in contract, as the State Court of Fulton County lacks jurisdiction to award equitable relief.

record lacks evidence of financing or a cash offer. Accordingly, the judgment should be vacated and the case remanded with instruction to enter directed verdict for Legacy Ford.

ARGUMENT

I. There Was No Evidence of Mutual Assent.

Reynolds never denies that there was no evidence of financing.[3] Instead, he argues that there was evidence of a contract because "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.'" (Appellee's Br. at 16). He then avoids the lack of financing by arguing, "Nowhere does that document, which is signed by Legacy and Mr. Reynolds, require financing or otherwise state that it is subject to financing." (*Id.*).

It is undisputed that the Buyer's Order had a "Balance of Cash Price or Amount to Finance." (V1-306 (TT 254)).[4] There was no evidence that Mr. Reynolds ever offered to pay cash on that balance. On the contrary, when asked at trial how

[3] Mr. Reynolds testified that he never made a payment toward the F-250. (V1-176 (TT 123:15-16)).

[4] Citations to the record follow Rule 25(d)(2) and the index provided by the Clerk of the State Court of Fulton County.

he responded to Legacy Ford seeking the return of the F-250 for lack of financing, he rebuffed:

> Well, I told Luke they are going to have to figure out what they're going to do because I traded the truck in as is. And we finished our deal.

(V1-140 (TT 87:25-88:3)).

While a jury verdict is afforded great weight, the verdict must be based on a reasonable construction of the evidence. *See Harper v. Barge Air Conditioning, Inc.*, 300 Ga. App. 901, 906 (2009). Based on the evidence at trial, it is not reasonable to construct a finding that the Parties mutually assented to terms on payment.

A. A Contract Is Necessary for the Court to Affirm Because the State Court Cannot Award Equitable Relief.

Mr. Reynolds may have believed that he had a deal when he left Legacy Ford, but that is not sufficient to affirm this verdict. Such a result without an enforceable contract would affirm a State Court for awarding equitable relief. That is not permissible under Georgia law. *See* Ga. Const. Art. I, Sec. IV, Par. 1; O.C.G.A. § 23-1-1 ("All equity jurisdiction shall be vested in the superior courts of the several counties and in the Georgia State-wide Business Court as provided in Code Section 15-5A-3."); *Bates v. Bates*, 317 Ga. App. 339, 339 (2012).("Under Georgia law, a judgment entered by a court without jurisdiction is void.").

To affirm this judgment, the Court necessarily must find evidence for each element of a contract through a reasonable construction. *Harper*, 300 Ga. App. at

906. "To constitute a valid contract, there must be parties able to contract, a consideration moving to the contract, the assent of the parties to the terms of the contract, and a subject matter upon which the contract can operate." O.C.G.A. § 13-3-1.

The evidence at trial lacked these elements—particularly "assent of the parties to the terms of the contract." There is no reasonable construction to establish that the Parties mutually assented to the same terms regarding the method of purchase. The Buyer's Order did not exist in a vacuum, and Mr. Reynolds' argument fails to appreciate that the uncontroverted evidence showed that this deal required financing.

B. The Buyer's Order Was Insufficient to Establish a Valid Contract.

Mr. Reynolds hangs his response on the Buyer's Order by claiming that its terms formed a contract on their own. However, the Buyer's Order is not an integrated document, nor does it exist in an evidentiary vacuum. To determine how the parties agreed to cover the "Balance of Cash Price or Amount to Finance"—as written in the text of the Buyer's Order—the factfinder must look to other evidence. There simply was no evidence that Mr. Reynolds ever offered (or that Legacy Ford ever accepted) cash for this deal. Thus, based on the evidence presented at trial, a reasonable jury could only find that this deal had an "amount to finance."

This is where Mr. Reynold's argument falls apart. He failed to address the lack of financing, which was necessary for mutual assent. *See Fletcher v. C.W.*

Matthews Contracting Co., Inc., 322 Ga. App. 751, 753 (2013) ("In order to make a binding contract, both parties must assent to the same thing."). The Parties agreed that the terms of the Buyer's Order could be financed, yet no financial institution approved.

Notably absent from Mr. Reynolds' response is any discussion of (or reference to) the dispositive case *AgriCommodities, Inc. v. J.D. Heiskell & Company, Inc.*, 297 Ga. App. 210 (2009). As discussed in Appellant's Brief, that case held:

> While [appellant] and [appellee] had reached an agreement on the amount and price of cottonseed, there is no evidence that [appellant] ever received credit approval from [appellee]. Accordingly, there was no valid agreement.

Id. at 214.

Similar to *AgriCommodities*, the Buyer's Order contained the terms of a deal; it had a purchase price for the F-250, the trade-in value of the Freightliner (based on an appraisal with new tires), and a balance. The balance could be covered by cash or financing. It was covered by neither.

C. The Proposed Installment Contract Is Evidence of a Lack of Credit Approval.

The lack of financing is why Mr. Reynold's signature on the Georgia Vehicle Retail Installment Contract ("Proposed Installment Contract") has indisputable significance. However, Mr. Reynolds misunderstands its significance when he

argues: "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.'" (Appellee's Br. at 17). The Georgia Vehicle Retail Installment Contract ("Proposed Installment Contract") did not "un-do" the Buyer's Order.

On the contrary—and by the terms of the Buyer's Order itself—the Buyer's Order required valid financing for its terms to become an enforceable contract. The Proposed Installment Contract—or any other valid financing agreement—was a necessary component of the deal. Although Mr. Reynolds signed it, no one else did. Thus, the document shows only that there was no credit approval for the deal.

Mr. Reynolds also argues that the jury could have found that the Proposed Retail Agreement had been executed by Legacy Ford. Regardless of issues with the signature, the evidence was undisputed that financing was never approved for this deal. Accordingly, there was no enforceable contract due to lack of mutual assent to the same terms. *See AgriCommodities*, 297 Ga. App. at 214 ("[T]he alleged contract here was not enforceable, and [the] confirmation does not render an unenforceable contract enforceable.").

D. Credit Approval Was the Material Term—Not Tires.

Mr. Reynolds also argues that the value of the Freightliner's tires was not a material term of the deal. This argument misses the point, as the lacking term was

credit approval—not tires. The tires happened to be the reason credit was rendered unavailable.

Significantly, Mr. Reynold misinterprets Legacy Ford's position when he argues, "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.*" (Appellant's Br. at 18). Legacy Ford never argued that Mr. Reynold's exchange of the tires breached a material term or rendered the contract unenforceable.

Rather, Legacy Ford stated that Mr. Reynold's exchange of tires rendered credit unavailable on the terms that had been laid out in the Buyer's Order. Because the actual value of the Freightliner deviated from the terms in the Buyer's Order, a financial institution would not—and, in fact, did not—approve the deal. Notably, there is no executed finance agreement in the record for Mr. Reynolds to enforce. He even admitted that he never made any payments toward the F-250. (V1-176 (TT 123:15-16)).

It should be noted that Mr. Reynolds takes issue with the salesperson telling him that tires do not have a material impact on the value of a Freightliner. Mr. Reynolds states, "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.'" (Appellee Br. at 4 (quoting V1-173 (TT 140:4-8))). This

testimony suggests that Mr. Reynolds had a reliance interest in the words of Legacy Ford's salesperson.

As an initial matter, the Court sustained Legacy Ford's objection to testimony about statements by Luke Joseph because such statements were hearsay. (V1-125 (TT 72:12-13)). However, contract formation requires more than a reliance on words. Mr. Reynolds sued Legacy Ford for breach of contract, and a contract must be formed before it can be breached.

II. The Alleged Contract Fell Within the Statute of Frauds.

Mr. Reynolds argues that the alleged contract would not have violated the Statute of Frauds because the Buyer's Order was executed by Legacy Ford. (Appellee's Br. at 19-20). As discussed above, the Buyer's Order is insufficient on its own to constitute an enforceable contract. Next, Mr. Reynolds argues that there was performance of the contract because Legacy Ford took possession of the Freightliner while Mr. Reynolds took possession of the F-250. Thus, "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." (*Id.* at 20). Each of these arguments will be addressed in turn.

A. The Signature on the Buyer's Order Was Insufficient to Meet the Requirements of the Statute of Frauds.

As discussed above, the Buyer's Order does not contain sufficient terms to which the Parties mutually assented to form a contract. Legacy Ford's signature on

that document—without more—is inapposite. For there to be a contract in this case, there must be additional, agreed-upon terms to what is contained in the Buyer's Order. *See AgriCommodities*, 297 Ga. App. at 214 (explaining that an executed document containing the terms of a sale is insufficient if there was no meeting of the minds as to the method of payment).

That takes us to the Proposed Installment Agreement, and there was no evidence of a signature by Legacy Ford or a financial institution on that document. While Mr. Reynolds may have "believed it had been signed by Legacy via its typewritten name under Reynolds' signature" (Appellee's Br. at 19-20), his testimony as to his belief was belied by Senator Jones' testimony that there was no signature. *See* O.C.G.A. § 24-6-602 ("A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of such matter."). The testimony was undisputed that Legacy Ford did not sign that document.

B. Mr. Reynolds Never Paid for the F-250, So There Was No Performance to Avoid the Statute of Frauds.

Mr. Reynolds argues that "there was performance under the Parties contract, a contract that did not require financing." (Appellee's Br. at 20). Specifically, the Buyer's Order contained the terms of a deal, Mr. Reynolds took possession of the F-250, and Legacy Ford took possession of the Freightliner. Thus, under the terms of the Buyer's Order, there was performance.

This is not the kind of performance that takes a parol agreement out of the Statute of Frauds. "With respect to the part performance of a parol contract described in OCGA § 13-5-31 (3), to remove the contract from the operation of the Statute of Frauds, the part performance shown must be consistent with the presence of a contract *and inconsistent with the lack of a contract*." *Bodiford v. Waltz*, 351 Ga. App. 532, 534 (2019) (citation omitted) (emphasis in original). Said another way, the Parties' performance would not have occurred but for the existence of a contract.

That's not what the evidence showed here. There was no evidence of any agreement without financing, and the vehicle exchange happened in the context of a Buyer's Order, a Proposed Installment Agreement, and a Bailment Agreement. Thus, the "performance"—i.e., the exchange of possession—was not inconsistent with the lack of a contract.

To the extent that Ms. Reynolds believes the evidence could have shown that "there was performance under the Parties contract, a contract that did not require financing"—it is undisputed that Mr. Reynolds never paid (or offered to pay) for the F-250 in cash. When asked how he responded to Legacy Ford seeking a return of the F-250, Ms. Reynolds testified as follows:

> Well, I told Luke they are going to have to figure out what they're going to do because I traded the truck in as is. And we finished our deal.

(V1-140 (TT 87:25-88:3).

There was never performance of payment to Legacy Ford, which would have been performance inconsistent with the lack of a contract. Accordingly, the limited performance that the jury could have constructed from the evidence was not sufficient to take the contract out of the Statute of Frauds.

III. There Was No Evidence of Reasonableness for Attorney's Fees.

Appellee admits that Mr. Reynold's attorney did not describe his fees as reasonable. (Appellee Br. at 21 ("While counsel for Reynolds did not use the term 'reasonable' . . . .)). Mr. Reynolds instead argues that his attorneys "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." (*Id.*). Mr. Reynolds' argument failed to address the standard of reasonableness required by Georgia law.

"An award of attorney fees is unauthorized if appellee failed to prove the actual costs of the attorney *and the reasonableness of those costs*." *Hagan v. Keys*, 329 Ga. App. 178, 181 (2014) (emphasis added). There is no dispute that Mr. Reynolds' attorneys testified about the "actual costs." But there is also no dispute that Mr. Reynolds' attorneys did not testify about the reasonableness of those costs. Here, "no witness testified that he or she thought the amount of fees was reasonable. This glaring deficiency in the record requires this Court to vacate the attorney fees

award." *Cannon Air Transport Servs., Inc. v. Stevens Aviation, Inc.*, 249 Ga. App. 514, 519 (2001).

CONCLUSION

Mr. Reynold's response reviews much of the trial transcript in search of a contract. While there are many ways to look at the evidence, there is no construction of that evidence that allows a fact finder to conclude that the Parties formed an enforceable contract. The Parties simply did not have a meeting of the minds on Mr. Reynold's payment of the net purchase price. Legacy Ford respectfully requests that the Court vacate the judgement and remand with instruction to direct a verdict for Legacy Ford.

Respectfully submitted this 11th day of August, 2025.

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

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Certificate of Service

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