

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

CHARLES WILLIAMS,	:	APPEAL NO. C-160792
	:	TRIAL NO. 16CV06855
Plaintiff-Appellant,	:	
	:	
vs.	:	
	:	<i>JUDGMENT ENTRY.</i>
DENISE BRAGG,	:	
	:	
Defendant-Appellee.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Charles Williams appeals the judgment of the Hamilton County Municipal Court adopting the magistrate’s decision on his claim for breach of contract against Denise Bragg.

In a single assignment of error, he argues that the court erred in granting judgment in favor of Bragg. Essentially, Williams contends that the judgment was against the manifest weight of the evidence. Under a manifest-weight standard of review, we weigh the evidence and all reasonable inferences, consider the credibility of the witnesses, and determine whether in resolving conflicts in the evidence, the trial court clearly lost its way and created such a manifest miscarriage of justice that its judgment must be reversed and a new trial ordered. *See Eastley v. Volkman*, 132 Ohio St.3d 328, 2012-Ohio-2179, 972 N.E.2d 517, ¶ 20.

The evidence presented at trial demonstrated that Williams asked his friend Denise Bragg, an employee of Macy's, if she would purchase furniture from Macy's for him, using her 20 percent employee discount. Bragg explained to Williams that, in order to use her discount, she was required to make the purchase on her credit card. Bragg purchased the furniture with her credit card, and Williams reimbursed her in cash.

Williams testified that, over a period of several months, he had contacted Macy's to obtain sale-price adjustments and to report that the furniture had been delivered in unsatisfactory condition. Williams testified that Macy's agreed to adjust the purchase price of the furniture by crediting the account used by Bragg to make the purchase. According to Williams, Bragg agreed to return to him any monies that were credited to her account as the result of Williams's complaints to Macy's. Williams said that Bragg refused to give him the money that Macy's had credited to her account.

Williams submitted into evidence copies of the original furniture reservation and pricing, a letter he had sent to Macy's requesting that \$517.60 in price adjustments be paid directly to him by check, and a letter from Macy's indicating that it could not process his request. Williams also presented evidence of a purported text-messaging exchange with Bragg, where he asked, "When can I pick up my money?," and Bragg responded, "Ucan pick up next week[.]"

The magistrate asked Williams if he had any documentation from Macy's showing that money was going to be refunded to him or to Bragg. Williams responded that a Macy's representative had told him in a telephone call that Macy's would not process a check in Bragg's name without her consent. He provided no evidence that any amounts were actually refunded to Bragg.

Bragg testified that she had told Williams that he should return the furniture if he was unsatisfied with it. Bragg said that Macy's did not credit her account with any price adjustments for the furniture because she would not authorize Macy's to do so.

**OHIO FIRST DISTRICT COURT OF APPEALS**

---

She testified that she did not think what Williams was doing was right and she would not go along with it. She refused to ask Macy's for any additional discounts.

Based on the record before us, we hold that the trial court's decision in favor of Bragg was not against the manifest weight of the evidence. *See Eastley*, 132 Ohio St.3d 328, 2012-Ohio-2179, 972 N.E.2d 517, at ¶ 20. Therefore, we overrule the sole assignment of error and affirm the judgment of the trial court.

Further, a certified copy of this judgment entry shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

**CUNNINGHAM, P.J., MYERS and MILLER, JJ.**

To the clerk:

Enter upon the journal of the court on August 11, 2017  
per order of the court \_\_\_\_\_.  
Presiding Judge