

OHIO COURT OF APPEALS, TENTH APPELLATE DISTRICT

Wooden v. Marysville Animal Care Ctr., LLC

2026-Ohio-1570 · No. 25AP-379 · Decided April 30, 2026

SUMMARY

The Tenth District Court of Appeals of Ohio affirmed a Franklin County Court of Common Pleas judgment awarding Cassie Wooden damages for breach of an employment agreement. The court held that the employer failed to timely provide either a partnership offer or a \$45,000 bonus and improperly reduced Wooden's compensation without the contractually required notice. The court also upheld findings that the parties orally modified Wooden's work schedule and that the employer's later partnership offer improperly added a four-day workweek condition.

CASE DETAILS

COURT	Ohio Court of Appeals, Tenth Appellate District
WRITING FOR THE COURT	Boggs, P.J.; Dingus, J.; Jamison, J.
JURISDICTION	Ohio Court of Appeals, Tenth Appellate District
DECIDED	April 30, 2026
DOCKET	25AP-379
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendant appealed the Franklin County Court of Common Pleas' adoption of a magistrate's decision awarding plaintiff damages on a breach-of-employment-contract claim.
STANDARD OF REVIEW	The appellate court reviews a trial court's adoption of a magistrate's decision for abuse of discretion. Factual determinations are upheld when supported by some competent, credible evidence, and the appellate court defers to the trier of fact's credibility determinations.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Marysville Animal Care Center, LLC v. Cassie Wooden, D.V.M.

TOPICS

[breach of contract](#) [employment contracts](#) [contract interpretation](#) [parol evidence rule](#) [appellate procedure](#)

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court abused its discretion in adopting the magistrate's factual findings when those findings were supported by competent, credible evidence.
2. Whether Wooden was entitled to the \$45,000 bonus because the Care Center failed to timely pay the bonus or make a timely partnership offer.
3. Whether the Care Center cured its breach by making a partnership offer on December 7, 2021, conditioned on Wooden returning to four clinic days per week.
4. Whether the parties orally modified the employment agreement's work-schedule provision through their course of conduct despite a written-modification provision.
5. Whether the magistrate properly excluded prior employment-offer evidence under the parol evidence rule.
6. Whether the Care Center presented sufficient evidence to overcome the presumption that the trial court was not biased or prejudiced.
7. Whether the trial court improperly relied on pretext in deciding the breach-of-contract claim.
8. Whether the trial court improperly rejected or limited testimony concerning the calculation of Wooden's compensation damages.
9. Whether the Care Center could recover liquidated damages for Wooden's failure to provide 90 days' notice after the Care Center materially breached the agreement.

HOLDINGS

1. A trial court's factual determinations adopted from a magistrate must be upheld when supported by some competent, credible evidence, and an appellate court will not substitute its own credibility determinations for those of the trier of fact.
2. The Care Center breached the employment agreement and Wooden was entitled to the \$45,000 bonus because the Care Center neither timely offered the membership interest nor timely paid the bonus.
3. The parties' course of conduct may establish an enforceable oral modification of a written contract despite a provision requiring contractual modifications to be in writing.
4. The December 7, 2021 partnership offer did not cure the Care Center's breach because it conditioned the offer on a return to four clinic days per week, a term not clearly contained in the employment agreement as modified by the parties' conduct.
5. The magistrate did not err in excluding a prior employment-offer document offered to explain the parties' understanding of the integrated employment agreement under the parol evidence rule.
6. A party that materially breaches a contract generally cannot enforce a liquidated-damages provision against the nonbreaching party for failing to complete the contractual notice period.

KEY QUOTATIONS

“it was a breach of the terms of the Agreement for the Defendant to condition the offer of partnership on terms that were not clearly contained in the Agreement,” (¶ 32)

“It is well-established that a ‘material breach of contract by one party generally discharges the non-breaching party from performance of the contract.’” (¶ 50)

“Nor will we substitute a trial court’s findings of fact with our own, as the trier of fact, here the magistrate, is best suited to determine the credibility of the testimony.” (¶ 20)

FACTUAL BACKGROUND

Cassie Wooden entered into an employment agreement with Bindig, LLC to work as a medical director and veterinary associate, with a provision requiring the employer, at its discretion, to provide either a \$45,000 bonus or an offer to purchase a 20 percent membership interest after three years of employment. Near the end of her pregnancy, Wooden and Dr. Brian Carson agreed that she would work three clinic days per week instead of four, and the parties thereafter acted consistently with that schedule. The employer did not timely pay the bonus or make a partnership offer, later offered partnership conditioned on Wooden returning to four clinic days per week, and changed her compensation structure without the required notice. Wooden resigned, and the trial court awarded her damages for breach of contract.

PROCEDURAL HISTORY

Wooden sued Marysville Animal Care Center alleging breach of an employment agreement, including failure to timely provide a bonus or partnership offer and an unauthorized reduction in compensation. A magistrate found that the Care Center breached the agreement, awarded Wooden \$45,000 for the untimely bonus or partnership offer and \$7,365 for the compensation reduction, and rejected the Care Center's counterclaim for liquidated damages. The trial court overruled the Care Center's objections and adopted the magistrate's decision. The Tenth District affirmed.

DISPOSITION

affirmed

CASES CITED

- Skorvanek v. Ohio Dept. of Rehab. & Corr., 2018-Ohio-3870, ¶¶ 24-25 (10th Dist.)
- Mayle v. Ohio Dept. of Rehab. & Corr., 2010-Ohio-2774, ¶ 15 (10th Dist.)
- Johnson v. Abdullah, 2021-Ohio-3304, ¶ 35
- Blakemore v. Blakemore, 5 Ohio St.3d 217, 219 (1983)
- Seasons Coal Co. v. Cleveland, 10 Ohio St.3d 77, 80 (1984)
- C.E. Morris Co. v. Foley Constr. Co., 54 Ohio St.2d 279 (1978)
- Morris v. Ohio Dept. of Rehab. & Corr., 2021-Ohio-3803, ¶ 64 (10th Dist.)
- Watson v. Ohio Dept. of Rehab. & Corr., 2012-Ohio-1017, ¶ 31 (10th Dist.)
- Sparre v. Ohio Dept. of Transp., 2013-Ohio-4153, ¶ 12 (10th Dist.)

- RotoSolutions, Inc. v. Crane Plastics Siding, L.L.C., 2013-Ohio-4343, ¶¶ 19-20 (10th Dist.)
- Exact Software North America, Inc. v. Infocon Sys., Inc., N.D. Ohio No. 3:03CV7183, 2004 U.S. Dist. LEXIS 7580, 2004 WL 952876
- Lincoln Elec. Co. v. St. Paul Fire and Marine Ins. Co., 210 F.3d 672, 687 (6th Cir. 2000)
- Smaldino v. Larsick, 90 Ohio App.3d 691, 698, 630 N.E.2d 408 (11th Dist. 1993)
- 200 West Apartments v. Foreman, 8th Dist. No. 66107, 1994 Ohio App. LEXIS 4081
- Nonamaker v. Amos, 73 Ohio St. 163, 76 N.E. 949, 3 Ohio L. Rep. 494 (1905)
- Wells Fargo Bank, NA v. Smith, 2012-Ohio-1672 (11th Dist.)
- Ed Schory & Sons v. Soc. Natl. Bank, 1996-Ohio-194, ¶ 28
- Galmish v. Cicchini, 90 Ohio St.3d 22, 27 (2000)
- Karr v. Salido, 2024-Ohio-1141, ¶¶ 47-48 (10th Dist.)
- State v. Dean, 2010-Ohio-5070, ¶ 48
- State ex rel. Pratt v. Weygandt, 164 Ohio St. 463 (1956)
- Wardeh v. Altabchi, 2004-Ohio-4423, ¶ 20 (10th Dist.)
- Fisher v. Univ. of Cincinnati Med. Ctr., 2015-Ohio-3592, ¶ 53 (10th Dist.)
- Trott v. Trott, 2002-Ohio-1077, ¶ 18 (10th Dist.)
- Tonti v. East Bank Condos., LLC, 2007-Ohio-6779, ¶ 26
- Werts v. Werts, 2007-Ohio-4279, ¶ 16 (9th Dist.)
- State v. Dennison, 2013-Ohio-5535, ¶ 46
- Sturgill v. Ohio Dept. of Rehab. & Corr., 2004-Ohio-1735, ¶ 24 (10th Dist.)
- Nious v. Griffin Const., Inc., 2004-Ohio-4103, ¶ 16 (10th Dist.)
- Sun Design Sys., Inc. v. Tirey, 1996 Ohio App. LEXIS 1524 (2d Dist. Apr. 19, 1996)
- Pang v. Minch, 53 Ohio St.3d 186, paragraph two of the syllabus (1990)