



ORIGINAL

FILED
COURT OF CIVIL APPEALS
STATE OF OKLAHOMA

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SELDEN JONES
CLERK

NOT FOR OFFICIAL PUBLICATION
See Okla.Sup.Ct.R. 1.200 before citing.

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION IV

BRADLEY COLE SCHAIVE,

Plaintiff/Appellee,

vs.

CHARLES AARON CRAWFORD,

Defendant/Appellant.

Received:	8-28-26
Docketed:	
Marshal:	
COA/OKC:	
COA/TUL:	

Case No. 122,835

APPEAL FROM THE DISTRICT COURT OF
MUSKOGEE COUNTY, OKLAHOMA

HONORABLE ROBIN ADAIR, SPECIAL JUDGE

AFFIRMED

Bradley Cole Schaive
Muskogee, Oklahoma

Pro Se

Charles Aaron Crawford
Tulsa, Oklahoma

Pro Se

OPINION BY GREGORY C. BLACKWELL, PRESIDING JUDGE:

Bradley Schaive brought a claim against Charles Crawford in small claims court for the recovery of \$1,500 for excavation services rendered. The court entered judgment in favor of Mr. Schaive, and it is from that order Mr. Crawford appeals. Upon review, we find that the court's judgment was sufficiently supported by the evidence and thereby affirm.

I.

The parties reached an agreement via text that Mr. Schaive would install a backflow preventer on Mr. Crawford's property, which is a valve designed to prevent city sewage from backing into Mr. Crawford's residence. If the parties agreed on a price in writing prior to the commencement of work, the record does not so reflect. Mr. Schaive began with excavation work where the device would be installed underground. A crack in an existing pipe near where the device was to be installed, and other matters, caused the relationship between the parties to deteriorate. Mr. Crawford alleged that Mr. Schaive broke the pipe while excavating; Mr. Schaive alleged that the break was preexisting. Due to the parties' disagreement, Mr. Schaive stopped working on the project. He invoiced Mr. Crawford \$1,500 for the excavation work completed. However, Mr. Crawford refused payment, and Mr. Schaive ultimately filed a small claims action seeking \$1,500 plus court costs.

The parties appeared, representing themselves, on December 3, 2024, for a bench trial. The court received numerous exhibits, including photographs of the property, text messages between the parties, and the invoice Mr. Schaive sent Mr. Crawford for payment. The court also heard testimony from both parties and one witness, an employee of Mr. Crawford. After trial, the court issued judgment in favor of Mr. Schaive, specifically finding that he was entitled to a money judgment in the amount of \$1,500 with accrued court costs of \$158. It is from this judgment that Mr. Crawford appeals.

II.

Our standard of review is as follows:

The findings of a trial court sitting without a jury in a case of legal cognizance are to be given on review the same weight as that which would be accorded the verdict of a well-instructed jury. If there is any evidence tending to support the findings and judgment of the trial court at a bench trial of a law case, the findings and judgment will not be disturbed, even if the record might support a conclusion different from that reached at *nisi prius*. The credibility of witnesses and the effect of and weight given to their testimony, as well as the resolution of conflicting or inconsistent testimony, are questions of fact to be determined by the trier.

Sides v. John Cordes, Inc., 1999 OK 36, ¶ 16, 981 P.2d 301, 307.

III.

A.

Mr. Crawford first alleges that the trial court erred when it determined that Mr. Schaive completed the project in a workmanlike manner. Mr. Crawford similarly argues that the court should have found that Mr. Schaive negligently performed the work. In support of these contentions, Mr. Crawford cites *Cox v. Curnutt*, 1954 OK 150, 271 P.2d 342. In *Cox*, the plaintiffs entered into a written contract with the defendant for certain repairs on plaintiffs' residence and for the construction of a concrete driveway upon the premises. *Id.* ¶ 2. The Court held that while there was no written warranty as to the construction work contained in the contract, there was an implied warranty as to fitness and good workmanship. *Id.* Mr. Crawford now alleges that Mr. Schaive failed to complete the work agreed upon and that the work completed breached the implied warranty as to fitness and good workmanship.

Upon review of the trial transcript, we find that there was conflicting evidence and testimony regarding the work completed and its quality. While Mr. Crawford alleges that he should not have to pay Mr. Schaive because the work was carelessly and negligently performed, Mr. Schaive maintained that he dug the hole and completed the excavation pursuant to the parties' agreement, and any problems that arose, such as the broken pipe, were preexisting. Oklahoma courts have consistently held that the credibility of witnesses and the effect of and weight given to their testimony, as well as the resolution of conflicting or inconsistent testimony, are questions of fact to be determined by the trier. *Sides v. John Cordes, Inc.*, 1999 OK 36, ¶ 16, 981 P.2d 301, 307. While Mr. Crawford specifically asks this court to reweigh the evidence in his favor, we note that such a request is not compliant with our limited scope of review on an appeal. We reiterate that a judgment will not be disturbed if there is *any* evidence tending to support the judgment of the trial court at a bench trial of a law case, even if the record might support a conclusion different from that reached by the trial court. *Id.* Upon review, we find that there was evidence in the record which showed that Mr. Schaive conducted the excavation work in a workman like manner. Accordingly, despite Mr. Crawford's contention that the work completed was deficient, we hold that the trial court's judgment is supported by competent evidence.

B.

Next, Mr. Crawford alleges that the plaintiff was not licensed to perform any plumbing work and therefore could not solicit or perform the same. At trial,

Mr. Crawford stated that Mr. Schaive told him he was a licensed plumber. Tr. (Dec. 3, 2024), pg. 19. Mr. Schaive disputed this claim. *Id.* Mr. Schaive maintained that his company is licensed and bonded and that he used the company equipment to complete the excavation. Mr. Schaive stated, “at no point in time was it explained to Mr. Crawford that I was a licensed plumber” and “you do not have to be a licensed plumber to perform excavation.” *Id.* at 20.

The parties did not have a formal agreement outlining the services to be rendered or payment for those services. Instead, Mr. Crawford texted Mr. Schaive that he gave Mr. Schaive permission to install a “back flow preventer” at “both houses.”¹ *Id.* at 6, Plaintiff’s Exhibit 1. Similarly, the invoice Mr. Schaive sent to Mr. Crawford lists the project description as “Installation of Back Water Preventer.” *Id.* at 17, Defendant’s Exhibit A. The record reflects that Mr. Schaive had started the project, by completing or nearly completing the excavation work required before installing the backflow or back water preventer into the ground. It appears that the backflow preventer was never actually installed due to the parties’ disagreements.

Mr. Crawford submitted various provisions of Oklahoma’s rules governing plumbers and plumbing contractors as exhibits to the court below, which defined plumbing as “the installation, repair, maintenance and renovation of all piping, fixtures, appurtenances and appliances for a supply of water, or for the disposal

¹ The parties initially agreed that Mr. Schaive would install a second backflow preventer at another property Mr. Crawford’s owned. The breakdown in the parties’ relationship occurred prior to any work beginning on this second property. According to the evidence presented at trial, it does not appear Mr. Crawford was charged for any work on this property.

of waste water, liquid waste, or sewage within or adjacent to any building, structure, or conveyance, on the premises and to the source of supply of water or point of disposal of wastes.” 59 O.S. § 1103(9)(c). However, the trial court did not make a first instance determination of whether the plaintiff was or was not a licensed plumber. Instead, the court granted judgment in favor of Mr. Schaive in the amount of \$1,500, presumably exclusively for the excavation work already performed on site. There is no indication in the record that plaintiff installed a backflow preventer or that excavation falls within the statutory definition of plumbing. And, even if the record supported a conclusion different from that reached below, we are prohibited from disturbing a small claims judgment as long as there is *any* evidence tending to support the judgment of the trial court after a bench trial in a small claims case. *See Sides v. John Cordes, Inc.*, 1999 OK 36, ¶ 16, 981 P.2d 301, 307. Because there is evidence supporting the court’s award of \$1,500 for the work performed by Mr. Schaive, we decline to disturb the trial court’s judgment in his favor.

C.

Mr. Crawford next alleges that Mr. Schaive assaulted him and harassed him. In a small claims action, no pleadings other than the claim and notice are necessary; however, “if the defendant wishes to state new matter which constitutes a counterclaim or a setoff, he shall file a verified answer, a copy of which shall be delivered to the plaintiff in person, and filed with the clerk of the court not later than seventy-two (72) hours prior to the hour set for the first appearance of said defendant in such action.” 12 O.S. § 1758. The record reflects

that Mr. Crawford did not file a verified answer with any counterclaims against Mr. Schaive. Mr. Crawford and his employee testified that there was tension between Mr. Schaive and his crew and themselves, which allegedly resulted in verbal and physical altercations. However, Mr. Crawford did not specifically raise the assault or harassment claims at trial, and he did not ask the court to find that Mr. Schaive had assaulted or harassed him at any point. Thus, Mr. Crawford essentially asks this court to make a first instance determination that he was assaulted and harassed, which we decline to do. *See Jones v. Alpine Inv., Inc.*, 1987 OK 113, ¶ 11, 764 P.2d 513, 515 (“Issues not raised below will not be considered for the first time on appeal.”).

D.

Mr. Crawford finally alleges that the court erred when it determined that Mr. Schaive had completed his contract at all. Upon review of his brief in chief, it appears that despite taking issue with how the work was done, Mr. Crawford does not dispute that Mr. Schaive dug a hole and started the project. *Brief in Chief*, pg. 22. Nothing in the court’s order suggests that it found that Mr. Schaive had completed the entire “contract.” Indeed, the court’s order does not state the court’s reasoning for awarding the plaintiff \$1,500; however, based on the record before us, we find that the judgment is reasonably supported by the evidence that Mr. Schaive conducted excavation, employed a crew to work onsite, and expended funds to begin the job and is therefore entitled to recover under a theory of quantum meruit. *See Sholer v. State ex rel. Dep’t of Pub. Safety*, 2006

OK CIV APP 145, ¶ 33, 149 P.3d 1040, 1048. We decline to reverse the judgment on the basis that Mr. Schaive did not ultimately install the backflow preventer.

* * *

Upon careful review, we find that the trial court's judgment in favor of the plaintiff in the amount of \$1,500 was supported by the evidence and is hereby affirmed.

AFFIRMED.

BARNES, J., and HUBER, J., concur.

August 28, 2026