IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION II

PRAIRIE WEST HOLDINGS, LLC,)
)
Plaintiff/Appellant,)
)
vs.) Case No. 123,149
)
ARCHDIOCESE OF OKLAHOMA CITY,)
)
Defendant/Appellee.)

APPEAL FROM THE DISTRICT COURT OF CANADIAN COUNTY, OKLAHOMA

HONORABLE PAUL HESSE, TRIAL JUDGE

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED FOR FURTHER PROCEEDINGS

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For Defendant/Appellee

OPINION BY JANE P. WISEMAN, PRESIDING JUDGE:

Prairie West Holdings, LLC, seeks review of a summary judgment the trial court entered in favor of the Archdiocese of Oklahoma City. This appeal is assigned to the accelerated docket pursuant to Oklahoma Supreme Court Rule 1.36, 12 O.S.2021, ch. 15, app. 1, and stands submitted without additional briefing. PWH seeks review to determine whether the trial court properly granted Archdiocese summary judgment on PWH's breach of contract, quantum meruit, and estoppel claims. After review, we conclude the trial court properly entered judgment as a matter of law on the breach of contract claim and affirm as to this claim and as to the trial court's denial of PWH's motion to reconsider on this issue. But Archdiocese failed to set out undisputed facts supporting summary judgment on the quantum meruit and estoppel claims. We must therefore reverse the trial court's summary judgment on those claims and its order denying PWH's motion to reconsider as to those claims.

FACTS AND PROCEDURAL HISTORY

PWH filed this lawsuit in April 2018 alleging Archdiocese breached a land purchase contract between the parties for 178 acres of land along I-40 in Canadian County. PWH alleges the parties entered into an agreement for the purchase and sale in 2012 and made various revisions to the original contract in the years

following. PWH submitted a fourth revision in 2016, which it alleges Archdiocese initially indicated was acceptable but then did not execute.

PWH claims that since 2012, it (1) has incurred large expenses in preparation for acquiring and developing the land; (2) has "[b]een instrumental in providing greatly improved access to [Archdiocese's] property (i.e., a 4-lane boulevard near Integris Hospital); (3) has "[b]een instrumental in causing the City of Yukon to implement an Economic Development District which included the Property, for the purpose of providing Tax Incremental Financing for development of the acreages included within the District;" (4) "[h]as been instrumental in getting the Oklahoma Department of Transportation to design full interchange to be constructed on I-40 at Frisco Road;" (5) "[h]as been instrumental in getting the City of Yukon to agree to participate in sharing the expenses of the intended interchange;" and (6) has "[c]aused at least $1,000,000.00 to [be] paid to the Archdiocese since 2012." PWH asked for specific performance of the contract or, alternatively, for damages for breach of contract.

Archdiocese filed an answer in July 2018. In April 2021, PWH filed a first amended petition to add alternative claims of "quasi-contract/quantum meruit" and equitable estoppel.

Archdiocese filed an answer to the first amended petition and then filed a motion for summary judgment. Archdiocese submitted a copy of the "Agreement

to Purchase and Sell" dated December 18, 2012, pursuant to which I-40 Properties, LLC, now known as PWH, offered to purchase 178 acres in the City of Yukon, bordered on the north by I-40, for $7,350,000. The sellers of the property were the Archdiocese of Oklahoma, Saint John Nepomuk Catholic Church, Jean Black Revocable Living Trust, and the Sisters of Mercy of the Americas South Central Community, Inc. Archdiocese later agreed to purchase the ownership interests of the other owners except for Saint John Nepomuk Catholic Church, and pursuant to a "Revised Agreement to Purchase and Sell," Archdiocese and Saint John Nepomuk Catholic Church became the owners of the entire property. This agreement also revised the purchase price to $7,883,026.

Archdiocese submits 20 statements of facts regarding the Original Agreement and revisions to that agreement that it claims are material and undisputed. "The Archdiocese is corporation sole" and Archbishop Coakley has held the archbishop position since February 11, 2011. Pursuant to Canon law, the Finance Council reviews financial matters and advises the Archbishop regarding those matters. Doug Eason is the attorney who advised the Archbishop and Archdiocese on legal matters during times relevant to this case. "Neither the Finance Council nor Eason, at any point, had the authority to execute or otherwise agree to contracts on behalf of the Archdiocese without Archbishop Coakley's express approval."

In December 2012, PWH and Archdiocese entered into an agreement (Original Agreement) for PWH to purchase real property owned by the Archdiocese, which gave PWH a six-month due diligence period, and "contemplated that PWH would begin purchase of the Real Property 'on or before thirty (30) days after the expiration of the Due Diligence Period.'" The Original Agreement additionally provided "that '[t]ime is of the essence and all deadlines are final except where modifications, changes, or extensions are made in writing and signed by all parties to [the Original Agreement].'"

The parties executed an Addendum contemporaneously with the Original Agreement "that 'supplements and modifies the [Original] Agreement and shall not be construed as a replacement or novation thereof.'" The Addendum states: "'[N]o amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.'"

PWH, the Saint John Nepomuk Church (Parish), and Archdiocese executed a Revised Agreement to Purchase and Sell in December 2012 which extended the period for due diligence to September 1, 2014. The First Revised Agreement provides that "'closing the Initial Purchase of a minimum of 25 acres is hereby extended and shall take place no later than 30 days following expiration of the due diligence period as extended herein.'" It further states "that '[a]ll terms and conditions of the [Original Agreement] shall remain in full force and effect except

and only to the extent as they may be revised or amended by the provisions set forth in the [First] Revised Agreement.'"

PWH, Parish, and Archdiocese executed a Second Revised Agreement to Purchase and Sell in August 2014, which extended the due diligence period to September 18, 2015 and required PWH to pay interest to Archdiocese. The Second Revised Agreement states "that 'all the provisions of the Original Agreement as revised by the [First] Revised Agreement shall remain in effect except as revised or amended by the provisions of [the Second Revised] Agreement.'"

PWH, Parish, and Archdiocese executed a Third Revised Agreement to Purchase and Sell in August 2015, extending "the due diligence period until March 18, 2016, 'provided that prior to September 18, 2015 [PWH] pays to the Archdiocese and the Parish the total accrued interest due through September 18, 2015, as set forth in the Prior Agreements.'" The Third Revised Agreement also allows for a six-month extension of the due diligence period until September 18, 2016, provided that PWH pays "the Archdiocese and the Church the total accrued interest from September 18, 2015 through March 18, 2016," as long as the accrued interest is paid "on or before March 18, 2016." It provides, "all of the provisions of the Original Agreement as revised by the [First] Revised Agreement and the

Second Revised Agreement shall remain in effect except as revised or amended by the provisions of this Third Revised Agreement."

Clint Pierson, listed in the Revised Agreements as manager of PWH, sent Doug Eason, counsel for Archdiocese, a proposed fourth revision on April 1, 2016. "On May 18, 2016, Eason sent an email to Pierson, attaching a Word version of the Fourth Revised Agreement that contained track change revisions from Eason to what Pierson had previously sent." The next day, Pierson emailed Eason without attaching any documents and "proposed possible ways to address Eason's track changes." Eason sent the following response:

> Clint, the revised draft I sent you was in WORD. I have cleared it with the Finance Council so if you will make your revisions to my version in red-line form, I will pass the changes to the Finance Council and the Council can approve it via email back to David Johnson.

In response, PWH sent its proposed changes in redline as Eason requested but included revisions additional to those it suggested in its May 19th emails. The additional revisions included "a provision allowing PWH to purchase the Real Property in one acquisition 'or in incremental acquisition of parcels designated by Buyer.'" PWH's revisions also deleted language about how the real property could be purchased and created categories for parcels based on a not-yet-developed master plan. The revisions "chang[ed] the consideration language for 'Commercial Parcels, and 'ROW Acreage,'" deleted an entire clause, and added a new formula.

Eason informed PWH by email on August 8, 2016, "that 'the Finance Council has **recommended to Archbishop Coakley** that the Archdiocese continue to operate under the Third Revised Agreement." Eason's email also states:

> All accrued and unpaid interest under the Third Revised Agreement must be paid on or before September 18, 2016. The due diligence period will expire September 18, 2016. If [PWH] pays the accrued and unpaid interest on or before September 18, 2016, [PWH] will have six months from September 18, 2016 to complete the purchase of the remainder of the property or the original purchase agreement and all revisions will terminate six months after September 18, 2016."
>
> **I will let you know if Archbishop Coakley decides to accept the recommendation of the Finance Council.**

The Archbishop approved the extension discussed in Eason's email.

PWH acknowledged that Archdiocese turned down the Fourth Revision. PWH sent Eason an email on August 15, 2016, stating:

> I called you last week to ask about **setting up a meeting with whomever you suggest to discuss the 4th Revision**. Who do you suggest we meet with? I would like to meet to discuss our **proposal** sometime next week [court all this week] but if it needs to be this week Bucky and Glenn will attend. **I believe you mentioned discussing with the Archbishop** and we would certainly like that opportunity. Please let me have your suggestions and responses as soon as you can.

Then in an August 17, 2016 email to Eason, PWH sent the following:

> We very much would appreciate your arranging a meeting with Archbishop Coakley and anyone you think appropriate to discuss the Finance Committee's

> recommendation [regarding the Draft Fourth Revision]. Please let me know asap **so hopefully we can discuss before a final decision is made**.

Eason informed PWH on September 13, 2016, that an extension was granted and PWH had until October 18, 2016, to pay the accrued interest. If the interest was not paid by that date, "'the buyer must complete the acquisition of all of the land no later than April 18, 2017."

PWH sent a letter on October 3, 2016, to the chair of the Finance Council, Mike Milligan, stating:

> [W]e were pretty well stunned by the turn of events surrounding the approval of our fourth revision [i.e., the Draft Fourth Revision] (which we thought was a reasonable win-win **proposal** for both), followed by consistent delays in receiving the executed agreement and **then followed by rejection of the fourth revision** and a completely new and unexpected requirement of paying interest very soon and closing on the entire 173 acres in six months.

The Archbishop did not execute the Fourth Revision on behalf of Archdiocese. PWH's representatives admitted they did not meet with or discuss the project with the Archbishop and "that they understood Archbishop Coakley's signature was required on any agreement." PWH neither remitted the accrued interest to Archdiocese before October 18, 2016, nor closed on the purchase of the property by April 18, 2017.

In its response, PWH only specifically disputes a few of the facts alleged to be material and undisputed by Archdiocese. PWH disputes what happened regarding the June 21, 2016 email. PWH states:

> What actually happened was that Mr. Eason sent a document to Pierson identified as "REVISED DRAFT 06/21/2016" (Exhibit 6 of Prairie West) that was a red-line document that incorporated changes previously suggested by Pierson. At 3:15 P.M. that day, Pierson accepted all revisions, printed a clean copy of the Agreement removing all red lines, and returned via email to Eason. (Exhibit 7 of Prairie West). Both of these documents are noticeably missing.

PWH also disputed that it acknowledged that the Archbishop turned down the Fourth Revision. PWH states it disputes this fact "only because what Pierson testified to was that the Defendant turned down Plaintiff's offer to raise the price."

A hearing on the motion for summary judgment was held on January 24, 2025. In a detailed order, the trial court granted Archdiocese's motion for summary judgment. The trial court noted the 2012 Original Agreement for the purchase of real property in the City of Yukon granted PWH a six-month due diligence period to decide whether to purchase the property. The court set out the three revised agreements. The court noted PWH contends the parties reached a fourth agreement that would have given PWH seven years to complete their purchase of the property. The trial court concluded that the uncontroverted evidence was that the proposed fourth revised "agreement was never accepted, let

alone executed, by the Archdiocese or by any individual with the authority to bind it." It continued, "The Archdiocese unequivocally informed [PWH] that its proposed agreement was rejected and that the due diligence period would expire if interest was not timely paid, and that [PWH] would need to purchase the property within six months." The court noted PWH did not make the required interest payment by October 18, 2016, and failed to close by April 18, 2017, thus allowing the option to purchase the property to expire. The trial court held that Archdiocese is entitled to judgment as a matter of law on PWH's claim for breach of contract.

The trial court also found that Archdiocese is entitled to judgment as a matter of law on PWH's quantum meruit claim. The court notes PWH asserts "that it rendered valuable services to the Archdiocese that significantly increased the value of the subject property and that, absent compensation, the Archdiocese would be unjustly enriched." PWH asserts its efforts increased the value of the property, which it claims was appraised for $18,000,000 in 2019.

The court concludes PWH "has offered no evidence however that it rendered any service to the Archdiocese beyond the scope of the purchase agreement or outside the bounds of its own 'due diligence' evaluation of the property or that it rendered a service after the terms of the third revised agreement expired." It further concludes that PWH "offered no evidence that it expected to be paid for any work or service which it rendered during the due diligence periods." It

determined that "the Archdiocese would not unjustly benefit if [PWH] is not compensated for its services because [PWH] could have contractually exercised its option to purchase the property after its services were rendered."

The trial court further held that Archdiocese is entitled to judgment as a matter of law on PWH's claim of equitable estoppel. The trial court notes PWH failed to identify any specific misrepresentations made by Archdiocese or to provide details about its allegedly false positions. The trial court concludes:

> It appears from [PWH's] response to the motion for summary judgment that the factual bases for the estoppel claim are its assertions that: (1) Eason made a statement in 2013 that '[The Catholic Church has] been around about 2000 years and [will] be here for a lot longer, so you guys can take whatever time it takes to get it done' and (2) Eason first offered the above referenced fourth revised agreement and that it was accepted by [PWH].

The trial court concluded Eason's alleged statement cannot be used to estop Archdiocese from enforcing its rights pursuant to the contract because any such statement by Eason was made before the first revised agreement was executed "and would be inconsistent with the time of the essence clause and the specific deadlines for performance set forth in each of the revised agreements." The court also notes that PWH knew Eason lacked the authority to bind Archdiocese to a contract.

PWH filed a motion to reconsider which the trial court denied, and PWH appeals.

STANDARD OF REVIEW

"Summary process—a special pretrial procedural track pursued with the aid of acceptable probative substitutes—is a search for undisputed material facts which, without resort to forensic combat, may be utilized in the judicial decision-making process." *Bowman v. Presley*, 2009 OK 48, ¶ 6, 212 P.3d 1210 (footnotes omitted). "Summary relief is permissible where neither the material facts nor any inferences that may be drawn from uncontested facts are in dispute, and the law favors the movant's claim or liability-defeating defense." *Ashikian v. State ex rel. Oklahoma Horse Racing Comm'n*, 2008 OK 64, ¶ 6, 188 P.3d 148. "Only those evidentiary materials which eliminate from trial some or all fact issues on the merits of the claim or defense may afford legitimate support for nisi prius resort to summary process for a claim's total or partial adjudication." *Id.* We review a trial court's grant of summary judgment *de novo*. *See Winston v. Stewart & Elder, P.C.*, 2002 OK 68, ¶ 9, 55 P.3d 1063.

"Summary process allows for the isolation and identification of non-triable fact issues." *Id.* ¶ 10. "The trial court cannot weigh the supporting documents or deposition testimony, but considers the same *only* to determine if there is a factual dispute. If reasonable minds might reach different conclusions when viewing the evidentiary materials (even those which are undisputed), summary judgment is inappropriate." *Id.* (footnotes omitted).

"A motion to reconsider may be treated as a 12 O.S. § 651 motion for new trial when the motion to reconsider is filed within a ten-day period after the filing of a judgment, decree or appealable order." *Andrew v. Depani-Sparkes*, 2017 OK 42, ¶ 15, 396 P.3d 210. PWH's motion to reconsider meets that requirement. "A trial court's denial of a motion for new trial is reviewed for abuse of discretion." *Reeds v. Walker*, 2006 OK 43, ¶ 9, 157 P.3d 100. But, "Where, as here, our assessment of the trial court's exercise of discretion in denying defendants a new trial rests on the propriety of the underlying grant of summary judgment, the abuse-of-discretion question is settled by our *de novo* review of the summary adjudication's correctness." *Id.*

ANALYSIS

PWH alleges the trial court erred in granting summary judgment on its breach of contract, quantum meruit, and estoppel claims. As more fully set out below, we conclude the trial court properly granted summary judgment to Archdiocese on the breach of contract claim, but not on the remaining claims.

I. Trial court did not err in concluding the undisputed evidence showed the parties did not agree to a fourth revision.

PWH asserts in its petition in error that questions of fact remain about "whether or not the parties, through their actions, agreed to a 4th Revised Agreement, given that Oklahoma law is clear that whether or not a contract was created is a question of fact for the jury."

PWH cites *Gomes v. Hameed*, 2008 OK 3, 184 P.3d 479, as support for its assertion that whether a contract was created is a question of fact for the jury. At issue in *Gomes* was an alleged verbal agreement by an attorney not to sue doctors if they provided testimony and evidence in a lawsuit against a hospital. *Id.* ¶ 0. The *Gomes* Court explained, "A contract is an agreement to do or not to do a certain thing" and "Every contract results from an[] offer and acceptance." *Id.* ¶ 18. The Court found there were disputed facts about whether on offer was made and whether it was accepted. *Id.* It instructed, "The question of whether the minds of the parties ever met in complete agreement is a question of fact for the jury." *Id.* It held, "Because the issue of the existence of a contract is a question of fact, summary judgment was premature." *Id.* (footnotes omitted.)

In support of its "meeting of the minds" argument, the *Gomes* Court cites *J. B. Klein Iron & Foundry Co. v. Midland Steel & Equipment Co.*, 1938 OK 385, ¶ 0, 83 P.2d 157 (syl. by the Court), in which the Court further expounded:

> 1. When a purported contract, evidenced by letters between the parties, is offered as basis of recovery in an action for damages for breach of contract, and examination of such contract fails to disclose that at some point in the negotiations there was a definite, unqualified proposal by one party, unconditionally accepted by the other party, so that thereafter nothing was left in doubt, no contract can be said to have existed so as to permit recovery for breach thereof.
>
> 2. Interpretation of writings purporting to evidence a contract is for the trial court as a matter of law; but, when the evidence and the writings show there is a

> question whether the minds of the parties ever met in complete agreement, the question whether a contract ever existed then becomes a question of fact for the jury, under proper instructions from the court.

The present case more closely mirrors *J. B. Klein Iron & Foundry Co.* We agree with the trial court that the **undisputed** facts here show, as the trial court noted, that the proposed Fourth Revision "was never accepted, let alone executed, by the Archdiocese or by any individual with the authority to bind it." Even viewing the evidence in the light most favorable to PWH, nothing suggests that the Fourth Revision ever went beyond the negotiation stage. The parties clearly knew the terms of their previous contracts including the provision stated in the original purchase agreement: "TIME IS OF THE ESSENCE: Time is of the essence and all deadlines are final except where modifications, changes, or extensions are made in writing and signed by all parties to this agreement." The parties' consent to the Fourth Revision is conspicuous by its absence.

PWH's argument that Attorney Eason had the authority to bind Archdiocese through his negotiations on the proposed Fourth Revision is not supported by the summary judgment record. To support its claim that Eason is the Archdiocese's agent, PWH cites Section 12 of the Addendum to the Original Agreement, which covers "Intended Use and Seller's Approval Rights." Section 12 states PWH "intends to acquire the Property for the development of lawful commercial and/or multi-family usages." It further states that, as long as Archdiocese owns any

portion of the land, PWH shall not develop any of the Property for any use other than the Intended Use or place any recorded covenants, restrictions, or conditions on any part of the Property without getting Archdiocese's agent's written consent. Section 12 specifically states: "For purposes of this Section 12, Seller's Agent shall be Douglas Eason . . . ." Nothing in Section 12 or in the evidence presented by PWH shows Archdiocese designated Eason as its agent with authority to bind Archdiocese to the proposed terms of the Fourth Revision or to anything beyond the bounds of Section 12.

With no Fourth Revision, the parties continued to operate under the Third Revised Agreement. It is undisputed that PWH allowed its option to purchase the Property to expire under the Third Revised Agreement. After *de novo* review, we see no error in the trial court's conclusion that Archdiocese was entitled to judgment as a matter of law on PWH's breach of contract claim because the Fourth Revision was never executed by the parties nor are they bound by it.

II. Material issues of disputed fact remain regarding PWH's quantum meruit and promissory estoppel claims.

PWH asserts a jury could reasonably find in its favor against Archdiocese on its quantum meruit and promissory estoppel claims.

"On the question as to whether or not this was a suit on contract or a 'quantum meruit,' the rule of 'quantum meruit' applies only where there is no express contract." *Brown v. Wrightsman*, 1935 OK 885, ¶ 14, 51 P.2d 761.

"Where a person performs services without a written contract, the law implies an agreement to pay what is reasonable, meaning thereby what he reasonably deserves. This is what the Latin term 'quantum meruit' really means." *Id.*; *see also Martin v. Buckman*, 1994 OK CIV APP 89, ¶ 38, 883 P.2d 185 (quantum meruit "is founded on a Latin phrase meaning, 'as much as he deserves,' and in law has been defined as 'a legal action grounded on a promise that the defendant would pay to the plaintiff [for his services] as much as he should *deserve.*'" (citations omitted and emphasis added)).

"The elements necessary to establish promissory estoppel are: (1) a clear and unambiguous promise, (2) foreseeability by the promisor that the promisee would rely upon it, (3) reasonable reliance upon the promise to the promisee's detriment and (4) hardship or unfairness can be avoided only by the promise's enforcement." *Russell v. Board of Cnty. Comm'rs, Carter Cnty.*, 1997 OK 80, ¶ 27, 952 P.2d 492.

The trial court stated in its order that PWH "has offered no evidence" in support of its claim of quantum meruit. It concluded, "The facts simply do not support a legally viable claim for quantum meruit." As to the estoppel claim, the trial court held PWH "did not identify any specific representations or provide details concerning the false position allegedly taken by the archdiocese."

Both alternative theories of recovery share a common basis—they can be applied where there is no express contract. We conclude the trial court correctly

determined the parties did not expressly agree to the Fourth Revision. PWH asserts that it should recover on the theory of quantum meruit and/or the theory of estoppel. Archdiocese's summary judgment motion, however, contains statements of undisputed facts addressed solely to the question of whether the Fourth Revision was ever executed., *i.e.*, PWH's breach of contract claim, and the undisputed facts of record support the entry of judgment in favor of Archdiocese on PWH's breach of contract claim.

As to PWH's two remaining alternative claims, Archdiocese does not list any statements of undisputed fact pertaining to those two theories of recovery, quantum meruit and promissory estoppel. Rule 13(a) of the Rules for District Courts provides:

> A party may move for either summary judgment or summary disposition of any issue on the merits on the ground that the evidentiary material filed with the motion or subsequently filed with leave of court show that there is no substantial controversy as to any material fact. *The motion shall be accompanied by a concise written statement of the material facts as to which the movant contends no genuine issue exists and a statement of argument and authority demonstrating that summary judgment or summary disposition of any issues should be granted.*

Rule 13 of the Rules for District Courts of Oklahoma, 12 O.S.2021, ch. 2, app. (emphasis added). Rule 13(b) then requires the party opposing the motion—*i.e.*, PWH—to "set forth and number each specific material fact which is claimed to be

in controversy." Archdiocese has the burden in its motion for summary judgment to set out statements of material fact regarding the quantum meruit and estoppel claims about which it contends no genuine issues of fact exist. *See Spirgis v. Circle K Stores, Inc.*, 1987 OK CIV APP 45, ¶¶ 9-10, 743 P.2d 682 (approved for publication by the Oklahoma Supreme Court). PWH then must provide evidence to show those statements of fact are in dispute.

We take no position on whether PWH can establish the necessary elements of either quantum meruit or estoppel. But from the record before us, the undisputed material facts do not establish Archdiocese is entitled to judgment as a matter of law on these alternative theories, specifically as to any alleged actions by Archdiocese or PWH after the expiration of the Third Revision. The 20 statements of undisputed material fact asserted in the motion for summary judgment do not address what actions or promises PWH is claiming as a basis for these theories of recovery. As incipient as these two remaining claims are for summary judgment purposes, the undisputed material facts set out in the record in this accelerated appeal are insufficient to conclude Archdiocese is entitled to summary judgment on these two issues.

Because we conclude the trial court erred in granting summary judgment on PWH's claims for quantum meruit and estoppel, we further conclude it was error to deny PWH's motion to reconsider on these two points.

CONCLUSION

We affirm the trial court's summary judgment on PWH's claim for breach of contract. We reverse the trial court's grant of summary judgment on PWH's claims for quantum meruit and estoppel because Archdiocese has not demonstrated it was entitled to judgment as a matter of law on these claims based on undisputed material facts. We affirm the trial court's decision to deny PWH's motion to reconsider on the breach of contract issue, but must reverse the motion to reconsider on the issues of quantum meruit and estoppel.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED FOR FURTHER PROCEEDINGS.

FISCHER, J., concurs, and BLACKWELL, J., concurs in part and dissents in part.

BLACKWELL, J., concurring in part and dissenting in part:

I would affirm the trial court's judgment in full and therefore respectfully dissent in part.[1] The majority opinion is correct that the undisputed facts show that (1) the parties had contract, (2) that contract did not include the proposed fourth

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[1] The trial court's *Order Granting Defendant's Motion of Summary Judgment* is a thorough examination of the relevant issues and is legally correct. I would summarily affirm pursuant to Supreme Court Rule 1.202(d). *See Sup.Ct.R.* 1.202 ("In any case in which the court determines after argument or submission on the briefs that no reversible error of law appears and ... (d) the opinion or findings of fact and conclusions of law of the trial court adequately explains the decision ... the court may affirm by an opinion citing this rule ....").

amendment, and (3) the defendant did not breach contract as it existed. That first finding, that a contract governed the relationship between the parties at all relevant times, precludes the plaintiff's equitable claims.[2] *See, e.g., Brown v. Wrightsman*, 1935 OK 885, ¶ 14, 51 P.2d 761, 763 ("[T]he rule of 'quantum meruit' applies only where there is no express contract."); *Krug v. Helmerich & Payne, Inc.*, 2013 OK 104, ¶ 34, 320 P.3d 1012, 1022 ("The long-standing rule in Oklahoma is that a plaintiff may not pursue an equitable remedy when the plaintiff has an adequate remedy at law.").

It is clear that the plaintiff spent a great deal of time and effort seeking to close this real estate deal, which was "under contract" from December 18, 2012, until to April 17, 2017. At any point during that period, the plaintiff could have closed, but either could not or would not. Such was plaintiff's right. However, the law does not allow the plaintiff to have their cake and eat it too. Because a valid contract governed the rights and responsibilities of the parties, that same contract,

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[2] That the plaintiff is not alleging that the defendant's conduct *outside* the contractual period supports equitable recovery is clear from a review of the pleadings alone. The initial petition was entitled *Petition for Breach of Contact* and pled only that claim. Twelve facts were alleged (¶¶1-12) that related to the claimed breach of contract. Subsequently, the plaintiff filed an amended petition that added the two equitable claims at issue. *The amended petition did not add any additional facts*, but only added the two equitable claims, *pled in the alternative*, "in the event the finder of fact finds no applicable contractual provision breached." ROA, Tab 5, *First Amended Petition for Breach of Contract*, pg. 1 (relating to the quantum meruit claim). The amended petition simply "incorporate[d] the facts pleaded in paragraphs 1 through 12" of the initial petition. *Id.* As such, it is clear that the plaintiff did not seek to rely on facts that occurred outside the contractual period that ended upon expiration of the third amendment to the contract.

governs the any compensation, or lack thereof, when the deal did not close. The plaintiff had every right, and was likely economically incentivized, to spend time and money to get this deal closed.[3] The plaintiff's failure to close cannot be laid at the feet of the defendant when the contract governing the parties' rights and responsibilities was not breached.

December 30, 2025

[3] At the hearing on summary judgment, plaintiff's counsel averred that the value of the acreage had risen to $25 or $30 million. Supp. ROA, Tab 3, *Transcript of Motions Hearing*, pg. 45. Plaintiff's contract was for less than $8 million.