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ORIGINAL

THIS OPINION HAS BEEN RELEASED FOR PUBLICATION BY ORDER OF
THE COURT OF CIVIL APPEALS

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

FILED

DIVISION II

COURT OF CIVIL APPEALS
STATE OF OKLAHOMA

SHELLY HAHN,
Plaintiff/Appellant,
vs.
DAVID STANLEY DODGE, LLC
Defendant/Appellee.

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Case No. 122,480

APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE ANTHONY BONNER, TRIAL JUDGE

REVERSED AND REMANDED FOR FURTHER PROCEEDINGS

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OPINION BY JANE P. WISEMAN, PRESIDING JUDGE:

¶1 Shelly Hahn appeals the trial court's dismissal of her claims against David Stanley Dodge, LLC, based on the parties' mutual general release that "is valid,

enforceable and controlling on the Parties' rights equivalent to that of a final judgment." After review, we conclude issues of fact remain as to whether the release covered the trade-in vehicle which is not specifically identified in the release. The trial court's order is reversed and the case is remanded for further proceedings.

FACTS AND PROCEDURAL HISTORY

¶2 Shelly Hahn filed a petition in April 2023 against David Stanley Dodge, LLC, asserting claims of fraud, fraudulent inducement, breach of contract, negligence, conversion, credit defamation, and violation of the following state acts: "Oklahoma Spot Delivery Agreement terms," Oklahoma Consumer Credit Code, and Oklahoma Uniform Commercial Code. Hahn states that in April 2022 she went to David Stanley Dodge to purchase an eight-passenger vehicle to accommodate her family. She says she informed the salesperson, Cameron Weir, that she needed an eight-person vehicle, and he said he had a 2019 Grand Caravan that fit her needs. Hahn states she was unable to drive due to a broken foot and relied on a friend, Robert Morris, to drive her to David Stanley.

¶3 Hahn alleges she "depended on Mr. Weir to show her the Caravan's interior as she was unable to enter it at all." And, "When [David Stanley's] salesman attempted to demonstrate the eight passenger capacity, he was unable to pull up the flat rear portion of the Caravan, behind the bucket seats." She maintains, "The

salesman stated the Caravan definitely possessed safe seating for eight but because it had *yet to be cleaned* the seating in the rear could not be opened.” Hahn claims that based on these representations, she executed documents to purchase the Caravan and she offered her 2012 Chevrolet Traverse as a trade-in. She was informed that the loan for the Caravan was assigned to Tinker Federal Credit Union.

¶4 Hahn claims that soon after she purchased the Caravan, she asked Morris to take her to a doctor’s appointment and she discovered that the Caravan could safely seat only seven passengers. She asserts she “immediately contacted [David Stanley’s] salesman to discuss this problem, but Mr. Weir did not return her call.” She “contacted [David Stanley] multiple times and asked that they return her trade-in and take back the Caravan,” but David Stanley “falsely informed [her] that her trade-in had been sold, even though it remained in [David Stanley’s] possession until August 15, 2022.”

¶5 Although required to by Oklahoma law, David Stanley failed to send Hahn the title to the Caravan although she had had the Caravan more than 30 days. She contends, “Nearly Forty-five (45) days after informing [David Stanley] she wanted the return of her trade-in [David Stanley’s] finance manager, ‘Adam’, called Ms. Hahn and informed her she had to return and execute [a] new set of purchase documents.” She asserts Adam told her “that without new purchase documents

they would be unable to provide her a title to the Caravan.” She maintains she told Adam about “Mr. Weir’s fraud upon her and that due to her broken foot she would need to wait to find someone to drive[] her.” She contends that, because her tag had expired, she was at risk of a traffic stop, having the Caravan impounded, and being arrested.

¶6 She claims she discovered David Stanley had not assigned the loan to Tinker Federal Credit Union. On June 7, 2022, she had Morris drive her to David Stanley, where David Stanley “presented new transactional documents,” which she “declined to sign, stating again the Caravan did not accommodate her family safely and asked [David Stanley] to return her trade-in.” She contends she asked Shelly Winston at David Stanley “to either give her the value of her trade-in, or a comparable car that accommodated her.” Winston said he would talk to management.

¶7 Hahn claims that she waited for three hours before Tony Reasner came to meet with her and Morris. She continues, “Mr. Reasner stood across from Ms. Hahn and placed a document on the desk and slid it toward her stating: ‘I’m going to need you to sign this to release the van back to [David Stanley].’” She maintains, “Mr. Reasner did not remove his hand off the document and gave Ms. Hahn no opportunity to read it.” Reasner “explained that the purpose of the document was to release Ms. Hahn from any liability regarding the Caravan as she

was returning it.” She alleges she signed the document based on Reasner’s representations and then he left with the release. She claims Reasner’s statements were false and that the document was a ““Mutual General Release.” She contends Winston returned and told her David Stanley would not be providing a replacement vehicle nor returning her Traverse—Winston told her, ““You’re just screwed.”” Hahn and Morris had to call someone to give them a ride home.

¶8 David Stanley filed a “Motion to Enforce a Settlement Agreement and for Dismissal with Prejudice.” It presented the “Mutual General Release” dated July 7, 2022, between David Stanley and Hahn, which states:

WHEREAS, there is a dispute between the Parties out of the Sale of a [2019 Dodge Grand Caravan VIN# 2C4RDGCG0KR777221 (hereinafter, the “Transaction”).

WHEREAS, the Parties have agreed to a compromise resolution and wish to release each other from any and all claims and damages, whether past, present or future, arising out of or related to the Transaction.

NOW, THEREFORE, in consideration of the premises incorporated herein by reference, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties . . . hereby irrevocably and unconditionally release, acquit, and forever discharge each other from any and all claims, rights, debts, demands, liens, liabilities, actions, causes of action and/or damages of every kind and nature whatsoever, whether known or unknown, contingent or fixed, accrued or not, including and without limitation all claims under any state or federal law, legal or equitable, statutory, or at common law, arising out of or related to the Transaction.

By signing below, the Parties acknowledge they have relied wholly upon their own independent judgment, belief, and knowledge, that they have not been influenced or coerced to any extent whatsoever in making this Release, and that they have had an opportunity to consult and visit with counsel of their own choosing regarding this Release. It is understood and agreed that this Release is the result of a disputed claim, and the Parties do not admit to any wrongdoing, fault, liability, responsibility, or obligation in any manner. Rather, the Parties understand and agree this Release is made as a compromise to avoid the time and expense of litigation and to terminate all controversy and/or claims for damages growing out of or in any way related to the Transaction.

I, the undersigned, acknowledge I have carefully read the foregoing Mutual General Release and know the contents thereof, and I sign the same as my own free and voluntary act.

¶9 The document is signed by Hahn and Reasner. David Stanley asserts that Hahn's attempt to recover is in violation of the release and the matter should be dismissed with prejudice.

¶10 In response, Hahn filed an objection to the motion to dismiss and asked for an evidentiary hearing. Hahn maintains David Stanley fraudulently induced her to sign the release.

¶11 At the evidentiary hearing on the motion to enforce the settlement agreement, Reasner testified he was the general sales manager in June 2022, but he does not recall Hahn. He says he was familiar with the Mutual General Release, and it is the form he generally asks customers to sign. He signed the release that

was also signed by Hahn. Adam Hess gave him the release to sign as it was within Reasner's duties to sign agreements with customers. When asked if he negotiated any settlement terms with Hahn, Reasner stated, "Not to my knowledge." He said he did not consult an attorney and did not know if Hahn consulted an attorney. Reasner testified it was his practice to sign releases on behalf of David Stanley and it was never his practice to sign a release that was not already signed by a customer.

¶12 Adam Hess, the assistant director of finance at the time the release was signed, testified he was not involved in the transaction but only in trying to get Hahn to return to the dealership "to re-sign paperwork." Hess testified there was a title issue, and he sent a text message to Hahn on June 2, 2022, informing her that she needed to re-sign documents with new dates. He did not recall if anything was discussed about the trade-in vehicle. Hess unilaterally made the decision to use the release after David Stanley decided to cancel the transaction. When asked, "Do you know if Ms. Hahn was allowed to leave with the release and speak to an attorney about the release?", he replied, "Not to my knowledge."

¶13 Hess testified he could not recall why the trade-in vehicle was not returned to Hahn. He indicates he does not know what happened to the trade-in vehicle. He "did not say anything regarding" the release and does not recall if she asked any

questions. Hess notarized the release after Hahn signed it. Hess stated he “didn’t negotiate anything” with Hahn.

¶14 Hahn testified regarding the circumstances of her taking the Caravan home and realizing there were not enough seatbelts for her children. After she received Hess’s text about needing to re-sign documents, she had Morris drive her to David Stanley on June 7, 2022. She told the general manager she was bringing the Caravan back and she wanted her Traverse returned to her. She stated the general manager informed her that David Stanley had paid off the Traverse. She told David Stanley employees that she had her checkbook and she “would be able to write them the difference in the check that they paid my car off, just give [her] back [her] car because [she] wasn’t happy.” She said the employees tried to get her to keep the Caravan. She told the employees she was there to pick up her car. She continued, “And all they kept telling me was there was some documents I needed to sign. I said, is it the documents to release me from this van because I don’t want this van. And they informed me that it was.” She said she continued to tell them she wanted her car back.

¶15 She said Hess did not tell her the release was a compromise settlement or tell her she could have an attorney review the release and she did not realize she was signing away her claims against David Stanley. She said that Hess “just handed it to me and said that I needed to sign this. And it has at the very top of it the Dodge

Caravan information. And as I was reading that I assumed that it was for me giving them back their Dodge Caravan.”

¶16 After she signed the release, she “asked Mr. Winston, so how much do I write you a check for my vehicle back?” She stated, “That’s whenever they informed me that my vehicle was gone, it wasn’t even on the premises any longer, and there was not going to be no return of any vehicle.” When she asked Winston about getting her Traverse back, “he just informed [her] that [she] was screwed, is what he said, that, [she] just got screwed over.”

¶17 Hahn testified she did not intend to re-sign documents for the Caravan when she returned to the dealership on June 7, 2022. She admitted she signed the release and no one forced her to sign it or told her where to sign. Since signing the release, she has been under no obligation to make payments on the Traverse to Tinker Federal Credit Union and she has not made any payments on the Traverse.

¶18 Hahn testified she did not read the release word for word and “[t]he main thing [she] focused on was the top part where it says that [she] was returning the Dodge Caravan and the VIN number, back to David Stanley.”

¶19 The trial court found the release between Hahn and David Stanley “is valid, enforceable and controlling on the Parties’ rights equivalent to that of a final judgment.” The trial court dismissed Hahn’s claims against David Stanley with prejudice.

¶20 Hahn appeals.

STANDARD OF REVIEW

¶21 The trial court dismissed Hahn's claims finding the release determined the dispute between the parties. “A motion to enforce a settlement agreement is treated as a motion for summary judgment.” *In re De-Annexation of Certain Real Prop. from City of Seminole*, 2009 OK 18, ¶ 7, 204 P.3d 87 (quoting *Russell v. Board of Cnty. Comm'rs*, 2000 OK CIV APP 21, ¶ 7, 1 P.3d 442). “Whether a settlement has been reached so as to conclude the action may be a question for a jury.” *Id.* (quoting *Russell*, 2000 OK CIV APP 21, n.8). “However, when, as in this matter, the dispute concerns the legal effect of the relevant facts, the question is whether the party seeking enforcement is entitled to judgment as a matter of law.” *Id.*

ANALYSIS

¶22 The trial court dismissed Hahn's lawsuit with prejudice finding the release controlled resolution of the matter. After review, we decide it was error to conclude that David Stanley is entitled to judgment as a matter of law because disputed questions of fact remain regarding “the legal effect of the relevant facts.” *Id.*

¶23 “A release is a contract.” *Corbett v. Combined Commc'n Corp. of Oklahoma, Inc.*, 1982 OK 135, ¶ 5, 654 P.2d 616. “In the absence of fraud or

mistake, an executed agreement of settlement is as conclusive against a party seeking to avoid it as the final judgment of a court of competent jurisdiction.” *Id.* Hahn alleged fraud in the inducement of signing the release.

¶24 At the hearing, the trial court stated that Hahn testified she had the opportunity to read the release, but she did not read it all and the court commented that there was no duress. The trial court stated, however, “My question to the defendant is, how is that not a misrepresentation if she was—made it clear that she was wanting her Traverse back, she was going to give the Caravan back? The release doesn’t specifically speak to that.” David Stanley then argued that there would be no “transaction” without the trade-in.

¶25 We agree with the trial court that the release does not specifically address the Traverse trade-in. The Caravan is specifically noted along with its VIN in the release, but neither the Traverse nor its VIN is mentioned or listed on the release. The release merely states, “WHEREAS, there is a dispute between the Parties arising out of the **Sale** of a **[2019 Dodge Grand Caravan VIN# 2C4RDGCG0KR777221** (hereinafter, the ‘Transaction’).” Although David Stanley argued there would be no transaction without the trade-in, there is a question of fact as to whether there was a “Sale” of the Caravan. The documents regarding the Caravan originally signed by the parties were obviously ineffective as David Stanley’s employee testified there was “a title issue so we needed new

documents signed" concerning the purchase of the Caravan. And there is a question of fact regarding whether the Traverse was included within the purview of the release. Hahn asserts it was not.

¶26 The undisputed testimony from Hahn was that she repeatedly asked for the return of the Traverse before she signed the release and even said she had her checkbook to repay David Stanley for the money it paid the lender for the remaining loan balance. Hahn's undisputed testimony was that she asked for the return of the Traverse before she signed the release and that before she left David Stanley, she was told she was "screwed," and without either vehicle, she had to find a ride home from the dealership.

¶27 "A release intends a present abandonment of a known right or claim." *Cleveland v. Dyn-A-Mite Pest Control, Inc.*, 2002 OK CIV APP 95, ¶ 38, 57 P.3d 119. A critical issue here is whether Hahn was abandoning her right to the return of her trade-in vehicle or any claim arising from David Stanley's failure to return it.

¶28 David Stanley employees who testified at the hearing offered no testimony directly contradicting Hahn's statements of what happened on the day she signed the release. Tony Reasner, who signed the release, testified he did not remember Hahn. Adam Hess, who authorized the use of the Release, testified, "The only conversation I can recall with her is she stated to me that she didn't like the size of

the vehicle that she purchased at that time. And that's all I can recall, to be honest." He could not recall if he discussed the trade-in vehicle with Hahn.

¶29 Although "[a] settlement release which is in writing 'supersedes all oral stipulations or negotiations which preceded its execution,'" *Accident Care & Treatment Center, Inc. v. CSAA General Insurance Co.*, 2023 OK 105, ¶ 18, 538 P.3d 1172 (quoting *Beck v. Reynolds*, 1995 OK 83, ¶ 8, 903 P.2d 317), there was no testimony from David Stanley that the parties engaged in any negotiations or oral stipulations regarding the release.

¶30 In fact, one must engage in a little logic-stretching to conclude on the face of the release that the parties intended the non-release of the Traverse to be subject to the terms of the release. To determine that the Traverse was subject to the release, one must go outside the four corners of the document because the trade-in is not mentioned there and no one at David Stanley remembers discussing the trade-in or advising Hahn that she was relinquishing her right to return of her trade-in vehicle. The undisputed evidence at the hearing was that Hahn, both before and after she signed the document, asked for the return of the Traverse and said she would pay David Stanley the amount of the loan balance on the Traverse it had paid to the lender. But no agreement involving the Traverse is mentioned in the release which refers only to the sale of the Caravan as the "Transaction." A reasonable person considering the evidence surrounding the execution of the release—and David

Stanley's intent to "unwind" the transaction—could find it unlikely that a buyer in Hahn's position would, in the absence of misrepresentation or, at a minimum, a failure to disclose all the terms of the release, sign a document allowing the seller to accept the return of the Caravan and keep the buyer's trade-in vehicle as well.¹

¶31 Hahn alleges fraud in the inducement to enter into the release. The Supreme Court has defined fraud in the inducement "as a 'misrepresentation as to the terms, quality or other aspects of a contractual relation, venture or other transaction that leads a person to agree to enter into the transaction with a false impression or understanding of the risks, duties or obligations she has undertaken.'" *Harkrider v. Posey*, 2000 OK 94, ¶ 11, 24 P.3d 821 (quoting Black's Law Dictionary 661 (6th ed.1990)). "At common law a contract procured through misrepresentation can be either void or voidable, depending on the nature of the misrepresentation." *Id.* (emphasis omitted).

¶32 In *Bowman v. Presley*, 2009 OK 48, ¶ 24, 212 P.3d 1210, the Supreme Court emphasized how often it has stated:

The purpose and effect of the evidence introduced in the case at bar is not to contradict or vary the terms of the

¹ It appears from the original Purchase Agreement, Hahn's Ex. No. 3 admitted at the February 2024 evidentiary hearing, that Hahn's purchase price for the Caravan included not only the \$5236 loan balance on the trade-in but also a credit of \$5036 for the value of the trade-in. David Stanley apparently sold the Traverse on June 7, 2022, the day Hahn appeared at the dealership to return the Caravan and get the Traverse back. According to Hahn's Ex. No. 5 admitted at the same hearing, the vehicle was sold two months later for \$10,378 which aligns with the value assigned to the vehicle in Hahn's transaction.

written contract, but to show that the plaintiff was imposed upon, and the fraud was practiced in obtaining his signature thereto. Fraud vitiates everything it touches, and a contract obtained thereby is voidable. And evidence is always admissible to show that contracts have been fraudulently obtained.

(Quoted citations omitted.) The Court stated, "A whisper of fraud can topple the pillars of even the most impregnable contract, for to base a contract upon fraud is to build it upon sand." *Id.*

¶33 We conclude Hahn's allegations and testimony regarding the trade-in were sufficient to support her claim of fraud in the inducement or mistake, at least as to the return of the Traverse. There are material facts in dispute that preclude granting David Stanley judgment as a matter of law on the question of whether the release is valid and enforceable.

CONCLUSION

¶34 Material issues of fact remain in dispute regarding the validity and enforceability of the release, precluding judgment as a matter of law. We reverse the trial court's decision and remand for further proceedings.

¶35 REVERSED AND REMANDED FOR FURTHER PROCEEDINGS.

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

BLACKWELL, J., dissenting:

¶1. Ms. Hahn signed, “in exchange for good and valuable consideration,” a document that “irrevocably and unconditionally release[d]” David Stanley from “any and all claims . . . of every kind and nature whatsoever, whether known or unknown . . . arising out of or related to the Transaction.” The transaction was defined as “the Sale of” the Caravan.¹ *Immediately* after signing this release, which she admits she choose not to read, Ms. Hahn did precisely what the release forbids: she made a claim for her trade-in vehicle, which the record reflects was no longer in her possession.² If Ms. Hahn had paused to read the full release, she would have realized (or at least had the opportunity to realize) that she was releasing any claim to her trade-in. The majority excuses Ms. Hahn from her choice not to read the release. The law provides no such shelter. *Thompson Next Friend Hughes v. Heartway Corp.*, 2025 OK 65, ¶ 42; *Mayfield v. Fid. State Bank of Cleveland*, 1926 OK 664, ¶ 0, 249 P. 136 (Syllabus of the Court) (“A person

¹ I have no difficulty finding that trade of the Traverse arose out of and was related to the sale of the Cavavan. Both vehicles are listed on *Purchase Agreement*, and the record is clear that there would have been no sale but for the trade-in.

² The majority seems to misunderstand the value the parties placed on the trade-in at the time of the sale. *See Majority Opinion*, n.1, pg. 14. The parties purchase agreement reflects that the parties placed a net value of negative \$200 on the trade-in. *See Hahn's Exhibit 5* (noting a “trade-in credit” of negative \$5,036 and a “trade-in payoff” of \$5,236, which increased the purchase price of the Caravan by \$200, reflecting a net value of negative \$200 to the holder of the trade-in). While I view this fact as irrelevant in determining the scope of the release, it does offer some explanation as to a question that seems to puzzle the majority—that is, why Ms. Hahn might “sign a document allowing the seller to accept the return of the Caravan and keep the buyer's trade-in vehicle as well.” *Majority Opinion*, pg. 14.

signing an instrument is presumed to know its contents, and one in possession of his faculties and able to read and understand and having an opportunity to read a contract which he signs, if he neglects and fails to do so, cannot escape its liability.”). I respectfully dissent.³

December 31, 2025

³ I note finally that the scope of remand is not clear from the Court’s opinion. While the majority invalidates the entirety of the release, it also states that “Hahn’s allegations and testimony regarding the trade-in were sufficient to support her claim of fraud in the inducement or mistake, *at least as to the return of the Traverse.*” *Majority Opinion*, pg. 15 (emphasis added). It is not clear to me that any claim related to the initial sale of Caravan survives the majority’s remand.