



ORIGINAL

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See Okla.Sup.Ct.R. 1.200 before citing.

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION IV

FILED
COURT OF CIVIL APPEALS
STATE OF OKLAHOMA

MAY 13 2026

SELDEN JONES
CLERK

CONNER L. HELMS & ASSOCIATES,)
P.C., d/b/a Helms Law Firm, an)
Oklahoma corporation,)
Plaintiff/Appellee,)

vs.)

AMBER PSIKAL,)
Defendant,)

and)

KELLEY RIEBOLD,)
Defendant/Appellant.)

Case No. 123,234

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APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE AMY PALUMBO, TRIAL JUDGE

REVERSED AND REMANDED FOR FURTHER PROCEEDINGS

Conner L. Helms
HELMS LAW FIRM
Oklahoma City, Oklahoma

For Plaintiff/Appellee

David W. Hammond
Joe K. White
HAMMOND & ARCHER, P.L.L.C.
Duncan, Oklahoma

For Defendant Amber
Psikal and Defendant/
Appellant Kelley Riebald

OPINION BY DEBORAH B. BARNES, JUDGE:

Defendant Kelley Riebold appeals from the district court's order filed in May 2025 granting the motion for summary judgment of Plaintiff Conner L. Helms & Associates, P.C., d/b/a Helms Law Firm, an Oklahoma corporation (Law Firm). Based on our review, we reverse and remand for further proceedings.

BACKGROUND

In April 2024, Law Firm filed its Petition asserting that it entered into a contract with Mr. Riebold and Defendant Amber Psikal to “provide legal services for Psikal, regarding her custody and visitation matter on an hourly basis to be billed and paid monthly.” Law Firm alleged that Mr. Riebold “agreed to guarantee Psikal’s account and pay her legal fees, costs and expenses if Psikal failed to pay as required in the contract.” Law Firm alleged, among other things, that it performed its obligations under the contract and that Ms. Psikal and Mr. Riebold breached the contract by failing to pay pursuant to the contract’s terms.

After Mr. Riebold denied most of Law Firm’s allegations in his Answer, Law Firm, in March 2025, filed a motion for summary judgment. Law Firm set forth the following in its statement of undisputed material facts:

1. On October 15, 2020, [Defendants] executed a written attorney fee agreement with [Law Firm] in Oklahoma City . . . that [Law Firm] would represent [Ms. Psikal] in a paternity matter Each Defendant agreed to be responsible for the legal fees, expenses, and costs incurred in the litigation.

2. [Law Firm] provided legal services for [Ms. Psikal] pursuant to the terms of the agreement.

3. Defendants breached their contract with [Law Firm] when Defendants failed to pay the balances as they came due each month as required by the written agreement of the parties.

4. Pursuant to the agreement, any unpaid balances accrued interest at the rate of 18% per annum.

5. [Ms. Psikal] filed for Chapter 7 bankruptcy and was discharged October 22, 2024.

6. As of March 7, 2025, [Mr. Riebold] owes [Law Firm] \$76,694.19.

7. As of March 10, 2025, [Mr. Riebold] owes [Law Firm] \$3,357.50 for having to file the present action to collect the past due balances owed.¹

In support, Law Firm attached a purported copy of the October 2020 attorney fee agreement, which contains, among other things, signature lines for, and the purported signatures of, Ms. Psikal and Mr. Riebold. The agreement states, in part, as follows:

The services of attorney Conner Helms will be billed at an hourly rate of \$600.00 per hour. Other attorneys will be billed at their hourly rates, ranging between \$600.00 per hour to \$250.00 per hour. Legal Assistants and law clerks will be billed at \$200 to \$150.00 per hour. You will be required to advance a retainer of \$1,000.00. You will be billed monthly for costs, expenses, computer research and fees for services rendered. Payment of our statement is due by the 10th of each month. Interest shall be charged on any unpaid amounts due after the 1st of each month at the rate of eighteen per cent (18%) per annum. If the statement is not paid within this time, the amount will be deducted from your retainer and you will be required to replenish the retainer to the full amount each month.

....

¹ (Citations omitted.)

Should the Helms Law Firm have to seek collection for any amounts due, you will be responsible for reasonable collection fees, attorney's fees, costs, expenses, and interest at 18% annum.

An affidavit of Mr. Helms is also provided, in addition to, inter alia, detailed time records of the work performed by Law Firm.

In his response to the motion for summary judgment, Mr. Riebold admitted Law Firm's asserted undisputed material facts numbered 1 and 2, and denied the remaining undisputed material facts asserted by Law Firm. In support of his denial, he provided an affidavit in which he stated: "I believe the attorney fees pertaining to the case of [Ms.] Psikal in the amount of \$76,694.19 is unreasonable." He further stated in his affidavit that he "was not a party" to the underlying case for which attorney fees were generated.²

In the district court's Order filed in May 2025, it stated as follows:

The above-entitled cause came on for hearing upon [Law Firm's] Motion for Summary Judgment The parties appear through counsel. The Court, having reviewed the Court file, considered the pleadings, exhibits, arguments of counsel, and being fully advised in the premises, finds that [Law Firm's] Motion should be granted.

² Mr. Riebold also asserted as follows in his response to the motion for summary judgment: "[T]he reasonableness of the attorney fees is a question of fact. [Mr. Riebold] prays that [Law Firm's] Motion for Summary Judgment is denied and that the court make a determination that the fees requested are not reasonable in this matter[.]" Mr. Riebold similarly asserted that "[t]he attorney fees and costs requested by the Plaintiff are not reasonable"; that he "denies that the attorney fee request made by Plaintiff is reasonable"; and that "[t]o recover attorney fees the fee must be reasonable," citing *State ex rel. Burk v. City of Oklahoma City*, 1979 OK 115, 598 P.2d 659, and quoting the twelve factors set forth by the Oklahoma Supreme Court in that case that must be considered in determining the reasonableness of a fee.

IT IS THEREFORE ORDERED that summary judgment is hereby GRANTED in favor of [Law Firm] and against [Mr. Riebold] on [Law Firm's] claim for breach of contract in the amount of \$76,694.19, together with 18% interest, as well as attorney fees and costs in the amount of \$3,357.50 for having to file the present action to collect the past due balances owed, for which execution shall hereby issue.

From the district court's Order, Mr. Riebold appeals.

STANDARD OF REVIEW

"The appellate standard of review of a summary judgment is *de novo*."

Tiger v. Verdigris Valley Elec. Coop., 2016 OK 74, ¶ 13, 410 P.3d 1007, 1011.

"*De novo* review involves a plenary, independent, and non-deferential examination of the issues presented." *Bird v. Pruett's Food, Inc.*, 2023 OK 92, ¶ 6, 536 P.3d 578, 581. "Summary judgment 'should be rendered if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law.'" *Austbo v. Greenbriar Nursing Home No. Two, Inc.*, 2025 OK 85, ¶ 12, _ P.3d _ (quoting 12 O.S. 2021 § 2056(C)). "Of course, all inferences and conclusions drawn from the material facts are to be viewed in a light most favorable to the nonmoving party." *Baughman v. World Acceptance Corp.*, 2025 OK 57, ¶ 18, 576 P.3d 931, 938.

ANALYSIS

On appeal, Mr. Riebold asserts that the district court erred in granting Law Firm's motion for summary judgment. He asserts the court committed error in determining there were no disputes of fact "as to whether or not [Mr. Riebold] guaranteed the contract based on the lack of language stating that [he] was personally responsible under the contract."³ Mr. Riebold asserts that "Summary Judgment will only be affirmed if the moving party presented evidentiary materials establishing that uncontroverted facts and all inferences [that] can be drawn therefrom support only one conclusion," citing *Allen v. Harrison*, 2016 OK 44, 374 P.3d 812. We agree.

The Oklahoma Supreme Court has explained that

[a nonmovant's] failure to put on evidentiary materials of [its] own does not necessarily preclude [it] from demonstrating that an actual controversy exists as to some material fact issue in the case. The party against whom the motion for summary judgment is directed can show through the movant's own evidentiary materials the existence of controverted fact issues.

Hadnot v. Shaw, 1992 OK 21, ¶ 18, 826 P.2d 978, 984-85. Indeed, even in the absence of a response to a motion for summary judgment, the question remains to be determined by the court whether an asserted undisputed fact is "supported by

³ Am. Pet.-in-Error, Ex. C, "Issues to be Raised on Appeal." Mr. Riebold also asserted the court erred in failing to hold a hearing regarding the reasonableness of the fees awarded. Because we reverse the court's order granting Law Firm's motion for summary judgment, we do not address this issue.

acceptable evidentiary material” as required under Rule 13(b) of the Rules for District Courts of Oklahoma, 12 O.S. 2021, ch. 2, app.

Summary judgment on the merits pursuant to Rule 13 where no response is filed is . . . unlike a default judgment The former is based upon the merits of the motion presented, while the latter is simply for a failure to respond. See J. Morris, *Oklahoma Trial Handbook*, § 3.7 at 81 (1995), citing, *Spirgis [v. Circle K Stores, Inc.]*, 1987 OK CIV APP 45, 743 P.2d 682,] and explaining that in the absence of a response the court considers the summary judgment motion on the merits. A trial court cannot grant summary judgment simply because it is unopposed; it must examine whether the materials offered substantiate granting judgment for the moving party.

Union Oil Co. of California v. Bd. of Equalization of Beckham Cnty., 1996 OK 40, ¶ 13, 913 P.2d 1330, 1334. The Oklahoma Supreme Court has further stated:

Summary judgments are not favored. A motion for summary judgment is proper only when the pleadings, affidavits, depositions, admissions and other evidentiary materials establish that there is no genuine issue of any material fact, and that the moving party is entitled to judgment as a matter of law. All conclusions drawn from evidentiary materials must be viewed in the light most favorable to the party opposing the motion. *Even when basic facts are undisputed, motions for summary judgment should be denied if, under the evidence, reasonable persons might reach different inferences or conclusions from the undisputed facts.*

Bird v. Coleman, 1997 OK 44, ¶ 20, 939 P.2d 1123, 1127 (emphasis added) (citations omitted).

Thus, the court retains a duty to examine the evidentiary materials to determine whether one or more genuine issues of material fact remain.

The evidentiary materials will be examined to determine what facts are material and whether there is a substantial controversy as to any

material fact. All inferences and conclusions to be drawn from the materials must be viewed in a light most favorable to the nonmoving party. *Even when the facts are not controverted, if reasonable persons may draw different conclusions from the facts summary judgment must be denied.* Summary judgment is proper *only if the record reveals uncontroverted material facts failing to support any legitimate inference in favor of the nonmoving party.* When genuine issues of material fact exist, summary judgment should be denied and the question becomes one for determination by the trier of fact. Because the trial court has the limited role of determining whether there are such issues of fact, it may not determine fact issues on a motion for summary judgment nor may it weigh the evidence.

Tiger, 2016 OK 74, ¶ 13, 410 P.3d at 1011 (emphasis added) (citations omitted).

See also Bayouth v. Dewberry, 2024 OK 42, ¶ 9, 550 P.3d 920, 924 (“All inferences and conclusions to be drawn from the materials must be viewed in a light most favorable to the nonmoving party. Even when the facts are not controverted, if reasonable persons may draw different conclusions from the facts summary judgment must be denied.” (citations omitted)).

Here, Mr. Riebold admitted to Law Firm’s asserted undisputed fact number 1, which contains the sentence – albeit, after a first sentence and two citations – that “Each Defendant agreed to be responsible for the legal fees, expenses, and costs incurred in the litigation.” Nevertheless, in his pleading Mr. Riebold denied that he agreed to guarantee Ms. Psikal’s account and pay her legal fees, costs and expenses (if Ms. Psikal failed to pay), and Mr. Riebold stated, for example, in his affidavit attached to his response that he “was not a party” to the underlying case

for which attorney fees were generated.⁴ Regardless, we must examine the evidentiary materials provided by Law Firm to ascertain whether those materials fail to support any legitimate inference in favor of Mr. Riebold.

In support of the fact that Mr. Riebold “agreed to be responsible for the legal fees, expenses, and costs incurred in the litigation,” Law Firm provided a copy of the agreement, together with an affidavit of Conner L. Helms in which he states that Mr. Riebold “co-signed the fee agreement” and “has failed to pay the account for services rendered and fees and costs expended as required under the agreement between the parties.” Much hinges, then, on the contents of the agreement.

Therefore, we will quote it in its entirety, as follows:

HELMS LAW FIRM
ATTORNEYS AND COUNSELORS AT LAW
[Law Firm’s address and contact information]

October 15, 2020

Amber Psikal
[address in Norman, Oklahoma]

Re: *Child Custody and Visitation*

Dear Amber:

We appreciate the opportunity to represent you in this matter. This letter will confirm the terms of our employment.

⁴ Mr. Riebold does not state that he *mistakenly* admitted to Law Firm’s undisputed fact no. 1. However, as set forth above, if a material fact is not properly supported by evidentiary materials, or if a legitimate inference can be drawn from those materials in favor of the nonmoving party, summary judgment is improper.

You will be billed for all costs advanced and expenses incurred. These can include the costs of investigation, service of process, filing fees, depositions, travel, long-distance charges, copy charges, online research, witness' fees, and all other out-of-pocket expenses.

The services of attorney Conner Helms will be billed at an hourly rate of \$600.00 per hour. Other attorneys will be billed at their hourly rates, ranging between \$600.00 per hour to \$250.00 per hour. Legal Assistants and law clerks will be billed at \$200 to \$150.00 per hour. You will be required to advance a retainer of \$1,000.00. You will be billed monthly for costs, expenses, computer research and fees for services rendered. Payment of our statement is due by the 10th of each month. Interest shall be charged on any unpaid amounts due after the 1st of each month at the rate of eighteen per cent (18%) per annum. If the statement is not paid within this time, the amount will be deducted from your retainer and you will be required to replenish the retainer to the full amount each month.

If you have any disputes with your monthly bill, you will have thirty (30) days from receipt of the bill to dispute the bill. The dispute must be in writing. Failure to dispute a bill within thirty (30) days shall constitute waiver of any items set forth on the bill.

Considering the new increases in the postage rates and increased costs to the client, we will only mail items to you that are specifically requested. All other documents will be retained by Helms Law Firm for client's review at client's leisure during normal office hours by appointment.

Our office employs several highly qualified, well-trained legal assistants and legal secretaries who assist each attorney. You may communicate directly with them concerning your matters should I be out of the office or otherwise engaged. All information concerning your matter will be held in the strictest confidence by all persons in this office and will not be disclosed to others without your consent.

We reserve the right to terminate representation and withdraw from representation if any of the following occurs: (1) failure to pay fees, costs or expenses timely; (2) failure of cooperation or

obstruction of representation efforts; (3) a request to commit unethical conduct; or (4) a determination that your case does not have merit.

Client agrees to allow Helms Law Firm to endorse any settlement or proceeds checks on behalf of the Client.

This agreement is entered into in the state of Oklahoma and is to be performed in the state of Oklahoma. By executing this agreement, you consent to the jurisdiction of the Oklahoma courts.

Should the Helms Law Firm have to seek collection for any amounts due, you will be responsible for reasonable collection fees, attorney's fees, costs, expenses, and interest at 18% annum.

If you have any questions regarding any of these matters, please contact me. If the terms of this agreement are acceptable, please sign below where indicated and return this letter to me. Thank you for the opportunity to be of service. I look forward to working with you.

The agreement is signed by Conner L. Helms, Ms. Psikal and Mr. Riebold.

We first observe that the agreement is addressed to Ms. Psikal. It is addressed solely to her (i.e., "Dear Amber") at the opening of the agreement – which is styled as a letter to Ms. Psikal. Moreover, each paragraph of the agreement can be reasonably interpreted as being addressed to, and involving, Ms. Psikal only. At no point in the letter is it explicitly mentioned that Mr. Riebold is responsible for the legal fees, expenses, and costs incurred in Law Firm's representation of Ms. Psikal. Viewing the facts in a light most favorable to the nonmoving party, the letter fails to detail any responsibilities that Mr. Riebold may have in connection with Law Firm's representation of Ms. Psikal, and a legitimate inference can be drawn that – although Mr. Riebold signed the agreement – the

language of the agreement does not express the intent that Mr. Riebold is responsible for paying Law Firm for the services rendered and fees and costs expended in Law Firm's representation of Ms. Psikal.

The Oklahoma Supreme Court has explained:

[W]hether a dispute about a material fact is "genuine" does not depend upon the substantive law *but upon the evidence*. "If under the evidence, reasonable persons would reach different conclusions, summary judgment is improper." *Wittenberg v. Fid. Bank, N.A.*, 1992 OK 165, ¶ 2, 844 P.2d 155, 156; *see also Anderson [v. Liberty Lobby, Inc.]*, 477 U.S. [242,] 248 . . . ("[S]ummary judgment will not lie if the dispute about a material fact is 'genuine,' that is, if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.").

Austbo, 2025 OK 85, ¶ 13, _ P.3d _ (emphasis added). Based on our examination of the evidentiary materials presented by Law Firm in support of its assertion that Mr. Riebold agreed to be responsible for payment of the fees and costs generated by Law Firm's representation of Ms. Psikal, we conclude legitimate inferences may be drawn in Mr. Riebold's favor. Because reasonable persons may draw different conclusions from the evidence, summary judgment must be denied.

CONCLUSION

The district court's order filed in May 2025 granting Law Firm's motion for summary judgment is reversed. We remand the case for further proceedings.

REVERSED AND REMANDED FOR FURTHER PROCEEDINGS.

HUBER, J., concurs, and BLACKWELL, P.J., concurs in part and dissents in part.

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

While I agree that the summary judgment was improperly entered, I respectfully dissent from the scope of the majority's remand. The appellant admitted below that he "agreed to be responsible for the legal fees, expenses, and costs incurred in the litigation" when he signed the fee contract. In his response, he only contested the reasonableness of the fees charged. On remand, I would prohibit the appellant from contesting his legal responsibility for the fees but allow the case to proceed on the question of the reasonableness of the charges, which is the only contested question remaining. As such, I respectfully concur in part and dissent in part.

May 13, 2026