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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

JUL 15 2026

SELDEN JONES
CLERK

NATHAN SPEER,

Plaintiff/Appellant,

vs.

SK609, LLC, d/b/a Kalidy Kia, Sabih Kalidy, and COMMUNICATION FEDERAL CREDIT UNION,

Defendants/Appellees.

Case No. 122,819

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APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE DON ANDREWS, DISTRICT JUDGE

AFFIRMED

Minal Gahlot
OKLAHOMA CONSUMER LAW FIRM
Oklahoma City, Oklahoma — For Plaintiff/Appellant

Jon E. Brightmire
DOERNER, SAUNDERS,
DANIEL & ANDERSON, L.L.P.
Tulsa, Oklahoma

and

Sara E. Potts
D. Benham Kirk
DOERNER, SAUNDERS,
DANIEL & ANDERSON, L.L.P.
Oklahoma City, Oklahoma — For Defendants/Appellees

OPINION BY GREGORY C. BLACKWELL, PRESIDING JUDGE:

Nathan Speer appeals the trial court's order granting the defendants', SK609, LLC, d/b/a Kaildy Kia and Sabih Kalidy (collectively, Kalidy defendants), motion to compel arbitration. Upon review, we find that the arbitration agreement at issue in this case was valid and enforceable, and that Mr. Speer was not fraudulently induced into signing it. Accordingly, the court's order compelling arbitration is affirmed.

I.

In June 2021, Mr. Speer and his father co-purchased a 2015 Kia Optima from Kaildy Kia. The Optima was damaged in an accident in June 2022. Mr. Speer agreed to trade in the Optima for a 2020 Ford Mustang at Kaildy Kia. Mr. Speer was also working as a salesperson at Kaildy Kia when he purchased the Mustang. Mr. Speer discussed the financing and purchase of the vehicle with the dealership's finance manager, Huy Bui.

On June 28, 2022, Mr. Speer was preparing to deliver a new vehicle to a customer when he was called into the finance office to sign documents related to his purchase of the Mustang. The record reflects that Mr. Bui handed Mr. Speer each document one by one to sign and that he briefly summarized each one. However, Mr. Speer now claims that Mr. Bui did not explain that by signing the documents, Mr. Speer agreed to arbitrate any potential dispute. Mr. Speer does not dispute that he did not read any of the purchase documents and acknowledges that he was presented with and signed each document in ink.

The loan for the Mustang was assigned to Communication Federal Credit Union. Mr. Speer was unable to keep up with the monthly payments on the vehicle. On June 22, 2023, Mr. Speer brought this action against the Kalidy defendants and Communication Federal Credit Union, alleging breach of contract, fraud-related claims, violations of state and federal law, negligence, and predatory lending. The Kalidy defendants then filed a motion to compel arbitration, later joined by Communications Federal Credit Union, alleging that the *Retail Installment Sale Contract* (RISC), *Vehicle Buyer Order*, and a separate *Arbitration Agreement*, all signed by Mr. Speer, each dictated that the parties were required to arbitrate this dispute. Mr. Speer responded, alleging that he was not given the opportunity to read the contracts and that Mr. Bui never informed him of the arbitration provision; therefore, the parties should not be compelled to arbitrate.

On April 19, 2024, the court held a hearing on the motion to compel arbitration. The court heard testimony from Mr. Speer, and then orally ruled in favor of the Kalidy defendants. The court issued an order on January 8, 2025, finding that Mr. Speer did not present sufficient evidence showing that he was fraudulently induced into signing any contact and the parties, therefore, were ordered to arbitration. It is from this order that Mr. Speer appeals.

II.

Generally, "a determination of the existence of a valid enforceable agreement to arbitrate is a question of law to be reviewed by a *de novo* standard." *Signature Leasing, LLC v. Buyer's Group, LLC*, 2020 OK 50, ¶ 2, 466 P.3d 544, 545. However, "[s]ometimes, a motion to compel arbitration may present questions of fact and law as to the existence or the enforceability of an arbitration agreement." *Thompson, Next Friend of Hughes v. Heartway Corp.*, 2025 OK 65, ¶ 7, 579 P.3d 622, 627. Where the dispute is over the legal conclusion drawn from undisputed facts, *de novo* review is proper. *Signature Leasing*, 2020 OK 50, ¶ 2, 466 P.3d at 545. But where the facts are controverted, a more deferential standard of review is required. *Thompson*, 2025 OK 65, ¶ 7. We will, therefore, review trial court's legal conclusions *de novo* and its factual findings for clear error. *Moore*, 2023 OK CIV APP 14, ¶ 9 (citing *Howell's Well Serv., Inc. v. Focus Grp. Advisors, LLC*, 2021 OK 25, ¶ 6, 507 P.3d 623, 626 and *I. T. K. v. Mounds Pub. Sch.*, 2019 OK 59, ¶ 11, 451 P.3d 125, 132). We will reverse under the clear error standard "only if the trial court's factual findings lack support in the record or if, after reviewing all the evidence, we are left with a firm conviction that the trial court made a mistake." *Id.*

III.

On appeal, Mr. Speer effectively raises two arguments: (1) that he was fraudulently induced into signing the arbitration agreement—therefore, the agreement is unenforceable; and (2) that he did not knowingly or voluntarily agree to arbitration—therefore, there was no meeting of the minds and no valid contract formation. We will address each argument in turn.

A.

Oklahoma's version of the Uniform Arbitration Act, 12 O.S. § 1851 *et seq.*, determines how proceedings on an application to compel arbitration shall be conducted so long as the act does not frustrate the purposes underlying the

Federal Arbitration Act. *Rogers v. Dell Computer Corp.*, 2005 OK 51, ¶15, 138 P.3d 826. Title 12 O.S. § 1857 (A) specifically provides:

> An agreement contained in a record to submit to arbitration any existing or subsequent controversy arising between the parties to the agreement is valid, enforceable, and irrevocable except upon a ground that exists at law or in equity for the revocation of a contract.

Id. Here, Mr. Speer specifically challenges the enforceability of the arbitration agreement because he contends he was fraudulently induced into signing it.

In reviewing the relevant purchase documents, we first note that the title for the RISC is *Retail Installment Sale Contract — Simple Finance Charge **(with Arbitration Provision)**.*" ROA 123 (emphasis supplied). The fifth page of the RISC, just above the signature line, reads:

> You agree to the terms of this contract. You confirm that before you signed the contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, ***including the arbitration provision above***, before signing below. You confirm that you received a completely filled-in copy when you signed it.

ROA 127 (emphasis supplied). Mr. Speer signed each page of the RISC. Additionally, the fourth page of the buyer's order is dedicated in its entirety to explaining arbitration and asks for the purchaser to "please review" because the provision is "important" and "affects your legal rights." ROA 131. It also explicitly states that either Mr. Speer or Kalidy Kia may choose to have *any* dispute decided by arbitration and "not in court or by jury trial." *Id.* Mr. Speer also signed each page of the buyer's order. Further, Mr. Speer signed a third document, titled *Arbitration Agreement,* which also stated that it was important for the purchaser to read it, affected his legal rights, and otherwise detailed the arbitration proceedings. ROA 132.

Fraud is a generic term with multiple meanings and consists of both actual fraud and constructive fraud. *Patel v. OMH Medical Center, Inc.*, 1999 OK 33, ¶ 34, 987 P.2d 1185, 1199. The theory of constructive fraud is specifically relevant when dealing with fraudulent inducement of an arbitration provision in a sales contract. *Sutton v. David Stanley Chevrolet, Inc.*, 2020 OK 87, ¶ 12, 475 P.3d 847, 853. Constructive fraud may be defined as a breach of duty that gives the actor an advantage by misleading another. *Patel*, 1999 OK 33, ¶ 34, 987 P.2d at 1199. Here, Mr. Speer's fraudulent inducement claim is based on his allegation that Mr. Bui, Kalidy Kia's financier, did not disclose or explain the arbitration provision at issue in this case. In failing to do so, Mr. Speer argues that Mr. Bui breached the duty established by the Oklahoma Supreme Court in *Sutton v. David Stanley Chevrolet*—a case that also involved the sale of a car and a dispute over the arbitration provision. Ultimately, the Supreme Court in *Sutton* held that the arbitration provision was fraudulently induced because the car dealer breached its duty to "clear the false impression created." *Sutton*, 2020 OK 87, ¶ 23, 475 P.3d at 858. Thus, the duty then hinges on the fraudulent actor creating a false impression.

However, the false impression in *Sutton* was created by both the finance manager's representations and the peculiar structure of the purchase agreement. *Id.* ¶ 20. In ruling that a false impression had been created, the *Sutton* Court specifically noted:

> [T]he finance manager stated the purpose of the purchase agreement was for verifying Sutton's personal information, the vehicle information on both vehicles, and how much he would be paying .... Sutton executed the signature lines on the purchase agreement because of the representation he was only verifying information .... The trade-in vehicle section contained information on the trade-in. As with the other sections of the purchase agreement, Sutton's impression was that his signature was needed only for the purpose of verifying this information. However, unlike these other sections of the purchase agreement, a totally unrelated provision is tucked-in right before the apparent signature line for the trade-in vehicle section. This unrelated provision is the [arbitration provision] which is in a much smaller font size.

Id. Accordingly, the Court found that the representations of the manager along with the structure of the purchase agreement created a false impression that Sutton's signature was only necessary to verify information concerning his trade-in vehicle.

Our review of the agreements in question in this case do not reveal any obfuscation like the Court identified in *Sutton.* As explained above, Mr. Speer signed three different documents informing him that by purchasing the Mustang, he was agreeing to arbitrate any dispute related to its purchase. He signed the arbitration agreement, which was a separate document dedicated entirely to explaining that Mr. Speer was agreeing to resolve any dispute regarding the purchase via arbitration. Additionally, all three documents explicitly state the importance of the buyer reading the arbitration provisions due to their effect on the buyer's legal rights. However, Mr. Speer testified that despite signing every single page of the purchase documents at issue, he did not read a single one. Tr. (April 19, 2024) pgs. 30-40. When asked if he was prevented from reading any of the documents, Mr. Speer indicated that he was in a hurry to complete the sale of another vehicle at Kalidy Kia but was not otherwise prevented from reading the documents. *Id.*

Mr. Speer contends that Mr. Bui did not point out or identify the arbitration agreement when he was signing the documents for purchase, which in turn created a duty to clear a false impression. However, Mr. Speer also testified that Mr. Bui had printed each document, had highlighted various portions of the documents, explained the documents, and handed him each document one by one to sign. *Id.* at 12-13. We find that Mr. Speer misconstrues the duty to clear a false impression and urges us to place the burden of *explaining* arbitration provisions on car dealers. However, we concur with this court's prior statement that "[t]he only duties imposed by *Sutton* are to not create the false impression that one is signing a document for some other reason than the document itself states and to clear such a false impression, should one arise." *Moore v. Bob Howard German Imports, LLC*, 2023 OK CIV APP 14, ¶ 17, 531 P.3d 657, 662. We reiterate our prior holding in *Moore*: *Sutton* did not create a duty to "affirmatively explain the full import of a contractual provision simply because that provision is brought to the attention of the signatory." *Id.* The *Sutton* Court was clear that this duty is "not a duty to read an entire contract; it is the duty to disclose enough information that will clear *the false impression created* ...." *Sutton v. David Stanley Chevrolet, Inc.*, 2020 OK 87, ¶ 23, 475 P.3d 847, 858. As in *Moore*, we find here that "because no false impression was created, no such duty arose." *Moore*, 2023 OK CIV APP 14, ¶ 17.

B.

Regarding Mr. Speer's argument that there was no meeting of the minds and therefore there was no valid or enforceable agreement to arbitrate, we find that Oklahoma courts have consistently held that a party's failure to read a contract and understand its terms does not mean there was no meeting of the minds. *See, e.g.*, *Moore*, 2023 OK CIV APP 14, n.6, ("The choice to read or not to read part or all of a contract provision remains that of the party signing the contract."); *Kinkead v. W. Atlas Int'l, Inc.*, 1993 OK CIV APP 132, ¶ 6, 894 P.2d 1123, 1127 ("It is axiomatic that a party cannot avoid a contract on the grounds he or she did not read it, in the absence of fraud, misrepresentation or deceit."); *Mineral Acquisitions, LLC v. Hamm*, 2020 OK CIV APP 55, ¶ 42, 477 P.3d 1159, 1172 ("[S]omeone who signs an agreement is presumed to know its contents and one with an opportunity to read the contract which he signs cannot escape liability under the contract." (quoting *Chaney v. Chevrolet*, 2015 OK CIV APP 55, ¶ 13, 350 P.3d 170)). As explained in detail above, there was no fraudulent inducement in this case; therefore, we conclude that Mr. Speer cannot now claim that there was no meeting of the minds when he chose not to read the documents he was signing and nothing, other than his own desire to return to business he evidently considered more pressing, prevented him from doing so.

* * *

Ultimately, we find nothing in the record to indicate the dealership created a false impression in relation to whether Mr. Speer was signing an arbitration agreement. The dealership does not have a duty to read the entire contract to

Mr. Speer, and Mr. Speer, at his own risk, chose not to read the purchase documents. "Courts presume that a buyer who had the opportunity to read a contract but did not is bound by the unread terms." *Williams v. TAMKO Bldg. Products, Inc.*, 2019 OK 61, ¶ 9, 451 P.3d 146, 151. The documents in question have clear terms requiring arbitration, to which Mr. Speer consented via his signature. The trial court's order granting the motion to compel arbitration is, therefore, affirmed.

AFFIRMED.

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

July 15, 2026