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IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION IV

FILED
COURT OF CIVIL APPEALS
STATE OF OKLAHOMA

AUG 31 2026

SELDEN JONES
CLERK

Case No. 123,553

ELEMENT TRANSPORTATION)
ASSET TRUST, a Delaware titling trust)
and 19TH CAPITAL, LLC, a foreign)
limited liability company,)
Plaintiffs/Appellants,)
vs.)
FARRINGTON TRUCK PARTS AND)
REPAIR, INC., d/b/a FARRINGTON)
TOWING AND RECOVERY AND)
FARRINGTON TOWING AND)
RECOVERY — WEST, an Oklahoma)
Corporation; POWELL HOT SHOT)
TRUCKING COMPANY, an Oklahoma)
Corporation; GREGORY SCOTT)
POWELL, an individual; BERT)
WOODRING, an individual; INDIE)
WOODRING, an individual; METRO)
TOWING & RECOVERY LLC, a)
domestic limited liability company and)
JOHN DOES 1-5, true names)
unknown,)
Defendants/Appellees.)

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APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE SHEILA STINSON, DISTRICT JUDGE

AFFIRMED

C. Craig Cole
John E. Gatliff II
C. CRAIG COLE & ASSOCIATES
Oklahoma City, Oklahoma

For Plaintiffs/Appellants

Sabre N. Weathers
WHITEFEATHER LAW GROUP, PLLC
Yukon, Oklahoma

For Defendant/Appellee
Farrington Truck Parts
and Repair, Inc.

OPINION BY GREGORY C. BLACKWELL, PRESIDING JUDGE:

The plaintiffs, Element Transportation Asset Trust (Element) and 19th Capital Group LLC (19th Capital), appeal from the court's grant of summary judgment in favor of the defendants, Farrington Truck Parts and Repair, Inc., and Farrington Towing and Recovery — West (Farrington).¹ Upon review, the court's grant of summary judgment in favor of the defendants is affirmed.

I.

The plaintiffs obtained a certificate of title from the state of Indiana for a 2016 International Lonestar Tractor on September 16, 2015. On May 4, 2018, the plaintiffs leased the tractor to Powell HotShot Trucking Company (HotShot). The plaintiffs then issued a "Limited Power of Attorney Vehicle Transactions" to HotShot, authorizing it to complete transactions involving the registration and certificate of title for the tractor in Oklahoma.

On May 18, 2018, HotShot, acting through its agent Gregory Powell, executed and filed an application for an Oklahoma Certificate of Title for the tractor with the Oklahoma Tax Commission (OTC). In the application, Mr. Powell erroneously listed his company, HotShot, as the owner of the tractor, which he

¹ Because the order granting summary judgment disposed of all of the plaintiffs' claims against Farrington, the trial court certified the order for immediate appeal pursuant to 12 O.S. § 994(A). The plaintiffs' claims against the Woodrings and Metro Towing are still pending.

then struck through and wrote "Element Transportation Asset" with his initials "GSP" above. ROA, Tab 4, *Verified Petition*, pg. 7, Exhibit 3. The OTC issued a title receipt on May 18, 2018, which referenced HotShot only.

The plaintiffs allege that HotShot negligently entrusted the tractor and, at some point, the tractor and a trailer, which was also owned by the plaintiff and leased to HotShot, were abandoned at a truck stop for several weeks. The truck stop called and asked Farrington to tow the tractor and trailer from the truck stop. Farrington agreed and has since maintained possession of the tractor and trailer.

On April 29, 2019, Farrington conducted a search with the OTC and discovered that the tractor's registered owner was HotShot. The document from the OTC showed there were no title holds or lien holds on the tractor. On the same day, Farrington also conducted a search for the owner of the trailer and discovered that it was also owned by HotShot. However, the OTC document for the trailer showed two title holds.

Farrington sent notices of possessory liens for the tractor and trailer to HotShot; however, the notices were not able to be delivered and were ultimately returned to Farrington. Because of the title holds on the trailer, Farrington conducted a record search with the state of Indiana Bureau of Motor Vehicles and discovered that the trailer was owned by 19th Capital.

On May 22, 2019, Farrington sent a notice of sale for the tractor to HotShot and the Oklahoma Tax Commission.

On May 28, 2019, Farrington sent a notice of sale and notice of possessory lien for the trailer to HotShot and 19th Capital. The notice of sale for the trailer provided a total outstanding bill for repairs, services, and storage that Farrington had completed.

On June 3, 2019, the sale for the tractor was held and no one appeared except for Farrington. Farrington purchased the tractor for \$2,620.58. On June 8, 2019, the sale for the trailer occurred, and 19th Capital appeared with a representative. At some point during or after 19th Capital's appearance at the sale of the trailer, it discovered that the tractor had also been sold.

On July 16, 2019, Element, as the titling trust established to hold assets for the benefit of 19th Capital, and 19th Capital filed suit against Farrington, HotShot, Gregory Scott Powell individually, and John Does 1-5. In their petition, the plaintiffs alleged that they were entitled to immediate possession of the tractor, temporary and permanent injunctions prohibiting Farrington from obtaining title to or otherwise disposing of the tractor, and declaratory judgment that they are the owners of the tractor and prior sale of the tractor be void. The plaintiff also brought claims against the defendants for negligence, deceit, conversion, foreclosure, and breach of contract.

Farrington filed an answer and raised counterclaims, asking the court for a declaratory judgment that it has a superior claim to the tractor, alleging that the plaintiffs would be unjustly enriched if they were allowed to possess the tractor, and asking the court for punitive damages, costs, and attorney's fees because the plaintiffs brought their claims in bad faith.

On January 26, 2021, the court issued a default judgment finding that the plaintiffs were entitled to judgment against Gregory Powell and HotShot due to their failure to answer, plead, or otherwise appear in the case.

The plaintiffs filed an amended petition, adding Bert Woodring, Indie Woodring, and Metro Towing and Recovery LLC, as defendants for their involvement in conducting the searches with the OTC on behalf of Farrington. Farrington filed an amended answer.

The plaintiffs filed a partial motion for summary judgment, alleging that they held a valid Indiana certificate of title for the tractor and therefore they were entitled to actual notice of both the claimed lien and the sale of the tractor. Farrington responded, alleging that the plaintiffs were not interested parties entitled to notice. The court held a hearing on the partial motion for summary judgment on December 6, 2024. The motion was denied.

Farrington filed a motion for summary judgment, arguing that the plaintiffs were bound by their agent Powell's filing error, that they were not entitled to notice of the sale, and that Farrington had strictly complied with 42 O.S. § 91 lien procedure. The plaintiffs filed a response, essentially reurging their arguments from their own summary judgment motion. The court held a hearing on October 2, 2025, during which it granted summary judgment in favor of Farrington. The court issued its order granting summary judgment in favor of Farrington on October 22, 2025, and also certified the order for immediate appeal pursuant to 12 O.S. § 994. It is from this order that the plaintiffs appeal.

II.

The trial court's decision on summary judgment is purely legal; whether a party is entitled to judgment as a matter of law because there are no material disputed facts. *Carmichael v. Beller*, 1996 OK 48, ¶ 2, 914 P.2d 1051, 1053. Therefore, our standard of review is *de novo*. *Id.* Even if the material facts are undisputed, a motion for summary judgment must be denied if a reasonable person could reach a different inference or conclusion from the undisputed facts. *Buckner v. Gen. Motors Corp.*, 1988 OK 73, ¶ 30, 760 P.2d 803, 812. We must draw all inferences in favor of the party opposing the motion. *Davis v. Leitner*, 1989 OK 146, ¶ 9, 782 P.2d 924, 926.

III.

In their petition in error, the plaintiffs raise twenty-three propositions of error. However, it appears that the material facts in this case are not in dispute,² and this appeal can be resolved by determining whether the trial court correctly found that Farrington was entitled to judgment as a matter of law.

Title 42 O.S. § 91 governs the procedure allowing claimants to obtain possessory liens for personal property. Section 91 applies to "every vehicle, all-terrain vehicle, utility vehicle, manufactured home, motorcycle, boat, outboard

² The plaintiffs' fifth proposition of error asks this court to determine whether the trial court erred in "failing to recognize a fact question as to an error in the database of the Oklahoma Tax Commission." The plaintiffs attached the application for the certificate of title showing where Powell had struck through the name of his own company and wrote "Element Transportation Asset." This application ultimately led to the OTC erroneously listing HotShot as the owner of the tractor. However, Farrington does not dispute that Powell executed the document in this way or that it resulted in an error in the database of the OTC. It is unclear to this court how this sequence of events, which are not disputed by either side, creates a question of fact.

motor, or trailer that has a certificate of title issued by Service Oklahoma or by a federally recognized Indian tribe in the State of Oklahoma.” *Id.* § 91(A)(1)(a). It is undisputed that the tractor is a vehicle within the meaning of this section and also that there was a certificate of title issued by Service Oklahoma in this case.

Any person “in possession of Section 91 Personal Property” who renders any service to the owner by storing, towing, or otherwise improving the property “has a special lien thereon, dependent on possession, for the compensation, if any, which is due to such person from the owner for such service.” *Id.* § 91(A)(2). Farrington towed the tractor from the gas station where it had been abandoned, has stored it since taking possession, and has serviced the tractor. Farrington therefore was entitled to claim a special lien on the tractor and was in turn permitted to foreclose the lien by a sale of the property, provided that notice of the lien and subsequent sale is given to “all interested parties” *Id.* § 91(A)(4), (6). However, before we can determine whether notice in this case was sufficient, we must first ascertain whether the plaintiffs were interested parties as defined by 42 O.S. § 91(A)(8), which provides as follows:

8. Interested parties shall include all owners of the article of personal property as indicated by the certificate of title issued by Service Oklahoma or by a federally recognized Indian tribe in the State of Oklahoma; lien debtors, if any, other than the owners; any lienholder whose lien is noted on the face of the certificate of title; and any other person having any interest in the article of personal property, of whom the claimant has actual notice.

*Id.*³

³ The plaintiffs do not purport to explain how they are an interested party pursuant to § 91(A)(8). Rather, they focus on Farrington’s alleged failure give them actual notice and point out that only HotShot received notice of the lien and sale for the tractor. However, as

Section 91(A)(8) is clear that “owners of the article of personal property as indicated by the certificate of title issued by Service Oklahoma” are interested parties entitled to notice. The application filled out by Greg Powell, on behalf of the plaintiffs, lists “Powell HotShot Trucking Company” as the owner of the tractor. ROA, Tab 4, *Petition*, Exhibit 3. Greg Powell then put a line through “Powell HotShot Trucking Company” on the application and wrote “Element Transportation Asset” with his initials “GSP” by it. *Id.* Despite striking through “Powell HotShot Trucking Company” in the application, the OTC listed HotShot as the owner of the tractor, as reflected by the receipt of title for the tractor and also the OTC-Vehicle Information obtained by Farrington when conducting its title search. ROA, Tab 4, *Petition*, Exhibit 5; ROA, Tab 17, *Motion for Summary Judgment*, Exhibit 6. While there is no dispute that the plaintiffs have a valid Indiana certificate of title for the tractor, we note that despite their attempt to obtain title in Oklahoma, there is no mention of either Element or 19th Capital as owners of the tractor on any of the documents obtained from the OTC. Only HotShot is listed as the owner. Accordingly, the plaintiffs were not owners of the article of personal property as indicated by the certificate of title issued by Service Oklahoma.

Section 91(A)(8) also provides that any lien debtors or lien holders noted on the face of the certificate of title are interested parties entitled to notice. The

stated above, before we can determine whether the notice was sufficient, we must determine whether Element and 19th Capital were entitled to notice.

plaintiffs do not purport to be lien debtors or lien holders, and the title documents do not reflect any lien holds or title holds on the tractor.

Finally, § 91(A)(8) provides that “any other person having any interest in the article of personal property, of whom the claimant has actual notice” is an interested party entitled to notice of a special lien. In the present case, it is undisputed that Farrington did not have actual notice of the plaintiffs’ interest in the tractor until after the tractor had been sold. The record reflects that the plaintiffs received notice of and appeared at the sale for the trailer. It was during or shortly after the sale that Farrington would have discovered that the plaintiffs had a claimed interest in the tractor. Therefore, Farrington did not have actual notice of the plaintiffs’ interest in the tractor until after it had already been sold.

Because the plaintiffs are not interested parties as defined in 42 O.S. § 91(8), they were not entitled to notice of the special lien on the tractor or the subsequent sale. HotShot was listed as the sole owner of the tractor on the documents Farrington obtained from the OTC. Accordingly, they were the only interested party entitled to notice. While we understand that HotShot being listed as the only owner on the title documents was an error in part due to Powell’s failure to fill out the application correctly and in part due to the OTC’s failure to recognize that Element should be listed as owner of the tractor, we note that the plaintiffs granted Powell a limited power of attorney to register the truck in Oklahoma and that “a principal is bound by the acts of an agent on the principal’s behalf when the agent is acting within the scope of his express, apparent, or implied authority.” *C. H. Stuart, Inc. v. Bennett*, 1980 OK 135, ¶ 23,

617 P.2d 879, 884. Filling out the title application, albeit errantly, was undoubtedly within the scope of Powell's authority given by the plaintiffs, and the plaintiffs are therefore bound by his actions.⁴

Throughout the proceedings below the plaintiffs maintained that if Farrington had requested the title history of the tractor, checked UCC filings, or further investigated the ownership of the tractor, they would have discovered that the plaintiffs, not HotShot, were its owners. While perhaps true, we agree with Farrington that 42 O.S. § 91 does not impose such additional requirements. The record reflects that Farrington followed the procedure required by statute. Their compliance is also evinced by the fact that when Farrington became aware of the title hold on the trailer, it sent notice of the lien on and sale of the trailer to the plaintiffs because their interests were known.⁵ The same cannot be said

⁴ We note that the limited power of attorney at issue states that "[i]n no event shall the attorney-in-fact be authorized to change or otherwise modify the owner and/or lienholder on the certificate of title." ROA, Tab 4, *Verified Petition*, Exhibit 2, pg. 1. If Mr. Powell was attempting to effectuate such a change with his application, he was clearly outside the scope of his authority. Further, to the extent any government entity relied on this limited power of attorney to allow Mr. Powell to effectuate such a change, it acted erroneously. However, these questions are not presented on this appeal. Judgments have been entered against both Mr. Powell and Hotshot, and the plaintiffs have not sued any governmental party.

⁵ We note that in contrast to the title search conducted for the tractor, the title search for the *trailer* reflected a title hold. The OTC Vehicle Information document showed that the trailer had two title holds, and as a result, Farrington continued its search to determine the cause of the hold. Farrington eventually discovered, through a vehicle information and history request at the Indiana Bureau of Motor Vehicles, that the owner of the trailer was "19th Capital Titling Limited." ROA, Tab 5, *Answer and Counterclaim*, pg. 4. Because of this discovery, Farrington mailed notices of the lien and of the sale of the trailer to both HotShot and the plaintiffs. It is important to note that the plaintiffs only received notice because the document obtained by Farrington from their title search regarding the *trailer* reflected that there was a title hold. No such notation was made on the OTC vehicle information document for the tractor.

regarding the tractor, as there was no indication that there were any title holds or liens on the tractor or that anyone other than HotShot was the owner.

The plaintiffs' claims against Farrington arise out of Farrington's alleged failure to give notice of its lien on the tractor, which then led to what the plaintiffs claim was an invalid sale. However, based on the foregoing, we find that the plaintiffs were not entitled to notice of Farrington's possessory lien on the tractor or the subsequent sale of the same. Because the plaintiffs are not interested parties entitled to notice, the statutory lien and the subsequent foreclosure were valid and Farrington now has a superior interest in the tractor as its owner. Accordingly, we find that summary judgment in favor of Farrington on the plaintiffs' claims was proper, and the judgment is hereby affirmed.⁶

AFFIRMED.

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

August 31, 2026

⁶ We note here that the plaintiffs also raise allegations of error regarding the court's refusal to read past the first twenty pages of the plaintiffs' response to summary judgment. First, we note that plaintiffs do not allege that they requested the court's permission to exceed the twenty-page limit for briefs as is required by Oklahoma District Court Rule 37(B). Additionally, this court has reviewed this record in its entirety in reaching its decision that the grant of summary judgment should be affirmed.