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NOT FOR OFFICIAL PUBLICATION
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

AUG 28 2026

SELDEN JONES
CLERK

SABRENA JONES, Plaintiff/Appellant, vs. ORRKLAHOMA EAST, LLC d/b/a ORR NISSAN EAST and COMMUNICATION FEDERAL CREDIT UNION, Defendants/Appellees.	)	Case No. 123,104

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APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE NATALIE MAI, DISTRICT JUDGE

AFFIRMED

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OPINION BY GREGORY C. BLACKWELL, PRESIDING JUDGE:

Sabrena Jones appeals the trial court's order granting the defendant's, Orrklahoma East, LLC, d/b/a Orr Nissan East (Orr Nissan), motion to compel arbitration. Upon review, we affirm the trial court's findings that the arbitration agreement at issue in this case is valid and enforceable, and that Ms. Jones was not fraudulently induced into signing it. Accordingly, the trial court's order compelling arbitration is affirmed.

I.

On May 12, 2023, Ms. Jones traded in her 2007 Honda Civic for a 2015 Mazda at Orr Nissan. Orr Nissan's finance manager, Nathan Wooten, presented the purchase documents to Ms. Jones, and she subsequently executed the documents. Orr Nissan assigned Ms. Jones's loan to Communication Federal Credit Union (CFCU). Shortly after the sale, Ms. Jones discovered that the Mazda had extensive flood damage, rendering it unsafe to drive. As a result, Ms. Jones filed suit against both Orr Nissan and CFCU for violations of state and federal consumer protection laws. In response, Orr Nissan filed a motion to compel arbitration, which CFCU effectively joined.

On July 18, 2024, the court held an evidentiary hearing on the motion to compel. The court heard testimony from Ms. Jones and Mr. Wooten and reviewed the relevant documents related to the Mazda purchase. After the hearing, the court issued an order granting Orr Nissan's motion to compel arbitration. It is from this order Ms. Jones 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.

A.

Ms. Jones argues that she was fraudulently induced into signing the arbitration agreement; therefore, the agreement is unenforceable. Ms. Jones signed a Retail Installment Sale Contract (RISC) for the purchase of the Mazda. The fourth page of the RISC is titled "ARBITRATION PROVISION" and states "PLEASE REVIEW – IMPORTANT – AFFECTS YOUR LEGAL RIGHTS" in bold. ROA 35. It also explicitly states that either Ms. Jones or Orr Nissan may choose to have *any* dispute decided by arbitration and "not in court or by jury trial." *Id.* The RISC also explicitly provided as follows:

> You agree to the terms of this contract. You confirm that before you signed this 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.

Id. Ms. Jones signed and dated the document directly below this provision. *Id.* However, Ms. Jones maintains that this signature was fraudulently induced; therefore, the arbitration agreement is unenforceable pursuant to 12 O.S. § 857(A).

Oklahoma's Uniform Arbitration Act (OUAA), 12 O.S. § 1851 et seq., determines how proceedings on an application to compel arbitration shall be conducted so long as the OUAA 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. As stated above, Ms. Jones contends that the arbitration agreement is unenforceable because she was fraudulently induced into signing it. Fraud is a generic term with multiple meanings and is divided into 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.

Ms. Jones argues that by failing to explain the arbitration agreement, Orr Nissan 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. The Court in *Sutton* held that the buyer was fraudulently induced into signing the arbitration provision because the car dealership breached its duty to "clear the false impression created." *Sutton*, 2020 OK 87, ¶ 23, 475 P.3d at 858. 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.

This court in *Moore v. Bob Howard German Imports, LLC*, 2023 OK CIV APP 14, ¶ 17, 531 P.3d 657, 662, clarified 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." *Id.* *Sutton* does 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 (emphasis added). Thus, we must determine whether Mr. Wooten created a false impression regarding the RISC and had a duty to then clear that false impression.

In the present case, Mr. Wooten testified that when he hands a document to the customer to sign, he ensures that they can see all parts the document and also that they can take time to review the document if they wish. Tr. (July 18, 2024), pg. 24. He testified that for any given purchase he presents the customer with the odometer statement, insurance, credit application, the purchase agreement, and then the contract. *Id.* at 17-18. Regarding the contract, Mr. Wooten testified that he reviews each page of the RISC to varying degrees but consistently points out where the customer should sign. *Id.* at 19-20. He testified that he does not specifically point out the arbitration provision; however, if a customer asks him about it, he explains that by signing the agreement the customer consents to resolving any potential disputes with an arbitrator, as opposed to a court. *Id.* at 20.

Ms. Jones testified that Mr. Wooten turned the RISC to her for her review. *Id.* at 28. She stated that he verified her personal information on the first page, and then he flipped to the second page and asked for her to sign. *Id.* The second page contained an itemized breakdown of costs, one of which was $1,297 for "maintenance." *Id.*; Plaintiff's Exhibit 1. Ms. Jones specifically inquired as to what the $1,297 charge was for, even though it was not explicitly pointed out by Mr. Wooten. *Id.* Ms. Jones was asked whether she read the agreement to arbitrate before she signed the document, and she answered in the negative. *Id.* at 32. Ms. Jones was asked if Mr. Wooten physically prevented her from reading the agreement or explicitly told her that she could not read the document. *Id.* at 32. Ms. Jones answered that he did not. *Id.* Ms. Jones's testimony was that despite not reading the arbitration agreement, she signed the agreement anyway. *Id.*

Upon review of the evidence, we find that Ms. Jones was not fraudulently induced into signing the arbitration provision because the car dealership did not create a false impression regarding the RISC and therefore did not have a duty to clear the false impression created. Ms. Jones had meaningful time and opportunity to review the documents she was signing. The record reflects that she reviewed and read certain parts of the RISC and even asked Mr. Wooten specific questions about certain provisions. For reasons unknown, Ms. Jones did not read the arbitration agreement; however, the testimony elicited at trial shows that she was not prevented from doing so. Her signature on the arbitration agreement was directly below a provision acknowledging that she agreed to all of the terms of the contract, that she was free to review the contract, and that she read all of the pages of the contract, including the arbitration provision. Mr. Wooten did not mislead Ms. Jones into thinking she was signing something different other than the contract related to the purchase of the Mazda. Despite Ms. Jones's contention, Mr. Wooten did not have a duty to "affirmatively explain the full import of a contractual provision simply because that provision is brought to the attention of the signatory." *Moore v. Bob Howard German Imports, LLC*, 2023 OK CIV APP 14, ¶ 17, 531 P.3d 657, 662. Accordingly, there was no fraudulent inducement.

B.

Ms. Jones also argues that because she did not knowingly or voluntarily agree to arbitration, there was no meeting of the minds and no valid contract formation. However, 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 v. Bob Howard German Imports, LLC*, 2023 OK CIV APP 14, ¶ 16 n.6 , 531 P.3d 657, 662, ("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)). Ms. Jones read other parts of the RISC and even asked a specific question related to a provision she read, that was not pointed out to her by Mr. Wooten, regarding a maintenance charge. Ms. Jones cannot now claim that there was no meeting of the minds when she chose not to read the arbitration agreement and nothing prevented him from doing so, per her own testimony.

* * *

Ultimately, we find nothing in the record to indicate the dealership created a false impression that Ms. Jones was signing something other than the RISC for the purchase of the Mazda. Orr Nissan did not have a duty to read the entire contract to Ms. Jones, and Ms. Jones, at her own risk, chose to read only parts of 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. Accordingly, the trial court's order granting the motion to compel arbitration is affirmed.

AFFIRMED.

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

August 28, 2026