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CHAMBERLAIN v. DAYTON PARTS, LLC

2025 OK CIV APP 25

Case Number: 122683

Decided: 06/11/2025

Mandate Issued: 07/17/2025

THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA, DIVISION I



Cite as: 2025 OK CIV APP 25, __ P.3d __

ALEXIS CHAMBERLAIN, Plaintiff/Appellant,

vs.

DAYTON PARTS, LLC, dba EAGLE SUSPENSIONS, Defendant/Appellee.

APPEAL FROM THE DISTRICT COURT OF
BRYAN COUNTY, OKLAHOMA

HONORABLE MARK R. CAMPBELL, TRIAL JUDGE

REVERSED AND REMANDED

Bartlett H. Ramsey, COLBERT COOPER HILL, Oklahoma City, Oklahoma,
and

Fob F. Jones, Sulphur, Oklahoma, For Plaintiff/Appellant,

Daniel J. Hoehner, Jake G. Pipinich, PIERCE COUCH HENDRICKSON BAYSINGER & GREEN, L.L.P., Oklahoma
City, Oklahoma, For Defendant/Appellee.

THOMAS E. PRINCE, JUDGE:

¶1 Plaintiff/Appellant, Alexis Chamberlain, appeals the dismissal of her case against the Defendant/Appellee, Dayton Parts, LLC, d/b/a Eagle Suspensions ("Dayton"). Ms. Chamberlain was a temporary laborer and employee of LSI Staffing ("LSI"). LSI placed Ms. Chamberlain with Dayton and she was injured while working at the Dayton premises. She received workers' compensation benefits from LSI, but then sued Dayton for negligence, premises liability, and punitive damages. Dayton moved to dismiss on the ground that the workers' compensation benefits received by Ms. Chamberlain were the exclusive remedy for the injury she suffered. Dayton claimed that it was Ms. Chamberlain's statutory employer and entitled to immunity, pursuant to 85A O.S. § 5. The trial court agreed and dismissed Ms. Chamberlain's case. We have reviewed the record and applicable law and find that, in this case, the resolution of whether Dayton is entitled to the immunity created by 85A O.S. § 5, involves the consideration of facts outside the pleadings, necessitating compliance with the procedural mechanisms outlined in *Knox v. Oklahoma Gas & Electric Company*, 2024 OK 37, ¶ 19, 549 P.3d 1260. We, therefore, REVERSE the Order of the trial court dismissing Ms. Chamberlain's case and the matter is REMANDED for further proceedings consistent with this Opinion.

BACKGROUND

¶2 Ms. Chamberlain alleges that Dayton was negligent and failed to provide her with a safe working environment which, as she alleges, constituted the direct and proximate cause of her injuries. Ms. Chamberlain alleges that, as an employee of LSI, LSI placed her with Dayton. ¹ Ms. Chamberlain was paid by LSI and Dayton reimbursed LSI for the wages paid while Ms. Chamberlain worked at the Dayton premises. While working on a machine at Dayton, Ms. Chamberlain's hand became trapped, resulting in the amputation of her index and middle fingers.

¶3 Dayton responded to Ms. Chamberlain's Petition with a Motion to Dismiss, based on 12 O.S. §§'s 2012 (B)(1) (lack of subject matter jurisdiction) and (B)(6) (failure to state a claim upon which relief can be granted). Dayton alleged that LSI placed Ms. Chamberlain with Dayton as a temporary laborer to provide general labor in measuring and adjusting leaf-spring arch heights. The work allegedly only required minimal on-the-job training. Ms. Chamberlain received workers' compensation benefits from LSI after she was injured at the Dayton facility. Dayton claimed to be Ms. Chamberlain's statutory employer, pursuant to 85A O.S. § 5(E), ² and that workers' compensation was the exclusive remedy for Ms. Chamberlain. Dayton attached evidentiary material to its Motion to Dismiss, including an affidavit by Mike Duffy, the plant manager for Dayton, and pleadings from Ms. Chamberlain's workers' compensation case. ³ In response to the Motion to Dismiss, Ms. Chamberlain also submitted evidentiary material, consisting of a contract between LSI and Dayton, another pleading from Ms. Chamberlain's workers' compensation case, and a journal entry from an unrelated case in which the Supreme Court denied an application to assume original jurisdiction. ⁴ The contract between LSI and Dayton provided that LSI would supply Dayton with "temporary/temp-to-hire labor". The parties to the contract agreed that LSI was the common-law employer responsible for all wages, taxes, and insurance, including worker's compensation insurance on all LSI employees assigned to work at Dayton. Ms. Chamberlain argued that Dayton was not her employer and that, arguably, her Petition should not be dismissed. The trial court disagreed with Ms. Chamberlain's arguments and granted the Motion to Dismiss. An amended order granting the Motion to Dismiss was filed on June 4, 2024. Ms. Chamberlain filed a Motion to Reconsider on June 10, 2024, and a Motion to Amend her Petition. Ms. Chamberlain also commenced an appeal while the motions were still pending (i.e., appellate case No. 122,289). The Court of Civil Appeals determined in the earlier appeal that Ms. Chamberlain's Motion to Reconsider was the functional equivalent of a Motion for New Trial and dismissed that appeal as premature. The trial court subsequently denied Ms. Chamberlain's Motion to Reconsider and this timely appeal follows.

STANDARD OF REVIEW

¶4 Dayton filed a Motion to Dismiss alleging that the trial court lacked subject matter jurisdiction to grant relief pursuant to § 2012(B)(1), and alleging that Ms. Chamberlain failed to state a claim upon which relief could be granted pursuant to § 2012(B)(6). The trial court sustained the Motion but did not explain whether it granted the Motion on one or both grounds asserted by Dayton. "Motions to dismiss are generally viewed with disfavor." *Kirby v. Jean's Plumbing Heat & Air*, 2009 OK 65, ¶ 5, 222 P.3d 21, 23-24. An order granting a motion to dismiss for lack of subject matter jurisdiction will be reviewed *de novo* if there are no controverted issues of fact. *Knox v. Oklahoma Gas and Electric Co.*, 2024 OK 37, 549 P.3d 1260, 1268.

¶5 We review an order granting a motion to dismiss for failure to state a claim *de novo*. *Shadid v. K 9 University LLC*, 2017 OK CIV APP 45, ¶ 3, 402 P.3d 698, 699. *De novo* review involves a plenary, independent, and non-deferential review of the legal rulings made by the trial court. *Progressive Direct Insurance Co. v. Pope*, 2022 OK 4, ¶ 19, 507 P.3d 688, 694. A motion to dismiss for failure to state a claim "has a function to 'test the law supporting the claims' in the petition the motion seeks to dismiss." *Knox*, 2024 OK 37, ¶ 18. A § 2012(B)(6) motion does not test the veracity of facts underlying the allegations in the petition. *Id.* A motion to dismiss for failure to state a claim cannot "be sustained unless it appears without a doubt that the plaintiff can prove no set of facts in support of the claim for relief." *Id.*, at n. 21.

¶6 We review an Order denying a Motion for New Trial for an abuse of discretion. *Fox v. Crowgey*, 2015 OK CIV APP 23, ¶ 30, 346 P.3d 425, 432. "A court abuses its discretion when it uses that standard to an end or purpose that is justified neither by reason nor by evidence. Abuse of discretion lies in a manifestly unreasonable act, supported by untenable grounds." *Id.*

ANALYSIS

¶7 Ms. Chamberlain has included twelve issues to be raised on appeal at Exhibit "C" of her Pet.-in-Error. Since this is an accelerated appeal, the trial court filings serve as appellate briefs and all propositions or assignments of error are listed in the Petition in Error. *Osage Nation v. Bd. of Commissioners of Osage County and Osage Nation v. Osage County Bd. of Adjustment*, 2017 OK 34, ¶ 4, 394 P.3d 1224, 1229. Ms. Chamberlain asserts that the trial court committed error when it applied the motion to dismiss standards of review when it sustained the motion for failure to state a claim because she pled claims that would entitle her to relief, when it sustained the motion to dismiss because she could recover under premises liability, and when it applied the "necessary and integral" test. She claims that the trial court committed error when it found that Dayton was her principal employer and, consequently, shielded from tort liability. Ms. Chamberlain asserts that the employment relationship between a staffing agency, their client, and an employee is not identical to subcontractor/contractor relationships contemplated by the Administrative Workers' Compensation Act ("AWCA"). She additionally asserts that the trial court committed error when it found that the Oklahoma Professional Employer Organization Recognition and Registration Act, 40 O.S. § 600.1 et seq., did not apply. Ms. Chamberlain claims that the trial court committed error when it did not allow her to amend the Petition. Lastly, she claims that the trial court committed error when it denied her Motion to Reconsider. We find that it was not proper for the trial court to grant the Motion to Dismiss because evidence must be presented to the trial court in order to determine the most vital issue, i.e. whether Dayton could be considered an intermediate or principal employer under the AWCA. See 85A O.S. § 5. If Dayton is an intermediate or principal employer, then Ms. Chamberlain's exclusive remedy is workers' compensation benefits. Consequently, the matter must be reversed and remanded for further proceedings. See *Knox v. Oklahoma Gas & Electric Company*, *supra*.

Exclusive Remedy Provisions of the AWCA.

¶8 Generally, under the AWCA, intermediate or principal employers are protected by the exclusive remedy provisions of 85A O.S. § 5, and the only remedy an injured worker may seek from the employer[s] is workers' compensation benefits. If a party does not stand in the position of an intermediate or principal employer, that party is not protected by the exclusive remedy provisions of 85A O.S. § 5. Ms. Chamberlain was injured while working at the Dayton premises. It is undisputed that she received workers' compensation benefits from her employer, LSI. She claims that, despite receiving workers' compensation benefits for her injury, she can prosecute a civil lawsuit against Dayton for negligence because Dayton, according to her, was not her employer.

¶9 Title 85A does not include definitions for "principal employer" or "intermediate employer". *Strickland v. Stephens Production Company*, 2018 OK 6, ¶ 5, 411 P.3d 369, 372-373. A principal employer, within the meaning of workers' compensation law, is defined by the task being performed by the worker. *Murphy v. Chickasha Mobile Homes, Inc.*, 1980 OK 75, ¶ 2, 611 P.2d 243, 244. A principal employer is "secondarily answerable in compensation for injury or death occurring in activities that are a necessary and integral part of the owner's business." *Id.*, at ¶ 5. If the owner is not a principal employer, then the owner may be subject to tort liability. *Id.* In *Bradley v. Clark*, 1990 OK 73, 804 P.2d 425, the Court adopted a three-tier test crafted by the Louisiana Supreme Court for determining whether an entity was a statutory employer. *Id.*, at ¶ 6. The test, commonly referred to as the "necessary and integral" test, asked the following:

Whether the work being performed by the independent contractor is specialized or non-specialized. If the work is specialized *per se*, then the hirer is not the statutory employer of the independent contractor. If the work is not specialized *per se*, the second tier asks whether the work being performed by the independent contractor is the type of work that, *in the particular hirer's business*, normally gets done by employees or normally gets done by independent contractors. If the work normally gets done by independent contractors, then the hirer is not the statutory employer of the independent contractor. If the work is normally performed by employees, the third tier focuses on the moment in time when the worker was injured, and asks whether the hirer was engaged in the type of work being performed by the independent contractor *at the time the worker was hurt*. If not, then the hirer is not the statutory employer of the independent contractor.

Strickland v. Stephens Production Company, 2018 OK 6, ¶ 5. ⁵ Under the current state of the law, if Dayton can prove that it is the intermediate or principal employer to the immediate employer of the injured worker, then Ms. Chamberlain's sole remedy is workers' compensation benefits, and she cannot maintain a tort action against Dayton. See 85A O.S. § 5.

Dismissal for Failure to State a Claim.

¶10 It is unclear, based on the Order granting the Motion to Dismiss, whether the trial court dismissed Ms. Chamberlain's action for lack of subject matter jurisdiction or failure to state a claim upon which relief may be granted or both. We, therefore, will address both issues. When reviewing an Order dismissing a case for failure to state a claim, we must determine if the petition is legally sufficient. *Shadid v. K 9 University LLC*, 2017 OK CIV APP 45, ¶ 3, 402 P.3d 698, 699-700. We must take as true all the allegations in the Petition and all reasonable inferences which may be drawn from the allegations. *Id.* The Petition cannot be dismissed for failure to state a claim unless "the allegations indicate beyond any doubt that the litigant can prove no set of facts which would entitle [her] to relief." *Id.* Ms. Chamberlain's Petition sets forth basic facts which could entitle her to relief for negligence. She alleged that Dayton had a duty to provide a safe working environment, that Dayton knew or should have known that a machine which it allegedly altered created an unsafe condition, that Dayton breached its duty of care, and that Ms. Chamberlain was injured as a result of that breach. Dayton may have a defense to the lawsuit, but the Petition itself clearly states a claim upon which relief may be granted. We, therefore, find that it was error for the trial court to dismiss Ms. Chamberlain's case for failure to state a claim without complying with the procedural mechanisms outlined in *Knox v. Oklahoma Gas & Electric Company*, supra. ⁶ *Knox* teaches that, in the context of a motion to dismiss under 85A O.S. § 5, that presents facts outside the pleadings, "the nature of the information must be examined" by the trial court for the purpose of analyzing whether the motion before the court is on sound procedural footing. *Knox*, therefore, does not demand a particular process, but, minimally, demands that the trial court proceed in a manner that protects the rights of the parties and allows for an adequate appellate review. Under *Knox*, depending on "the nature of the information" at issue, the matter could be resolved through several procedural methods, consistent with Rule 4, Rules of the District Courts, including an adjudication based on the initial briefs submitted by the parties, or by converting the motion to a motion for summary judgment (which typically would require the submission of new briefs) or, in the event there are material facts in dispute, by holding an evidentiary hearing. Regardless of the process utilized by a trial court to adjudicate the matter, it is crucial that an adequate record be created. Here, based on the inadequacy of the record, we are unable to determine if any undisputed facts exist upon which the trial court relied and/or whether there were any disputed facts that were settled by the trial court to dismiss the case. Consequently, the matter is reversed and remanded for further proceedings consistent with this Opinion.

Dismissal for Lack of Subject Matter Jurisdiction.

¶11 Dayton claims that the trial court lacked subject matter jurisdiction to proceed because it was Ms. Chamberlain's statutory employer and entitled to immunity from tort liability pursuant to 85A O.S. § 5. "Subject matter jurisdiction is the trial court's power to proceed in a case of the character presented, or power to grant the relief sought." *Bd. of County Commissioners v. State ex rel. Okla. Dept. of Corrections*, 2021 OK CIV APP 33, ¶ 6, 499 P.3d 33, 37 (citation omitted). Subject matter jurisdiction cannot be conferred by agreement of the parties, and it cannot be waived. *In re: A.N.O., A Minor Child*, 2004 OK 33, ¶ 9, 91 P.3d 646, 649. When a motion to dismiss for lack of subject matter jurisdiction includes evidentiary material, the motion is generally not required to be converted to a motion for summary judgment. *Doe v. The First Presbyterian Church U.S.A. of Tulsa*, 2017 OK 106, ¶ 14, 421 P.3d 284, 288. However, when the evidentiary materials include facts that are part of an element to the cause of action or a defense thereto, then the motion should be converted to one for summary judgment. *Id.* This issue of whether to convert a motion to dismiss into a motion for summary judgment is the process that *Knox*, supra., describes as the examination of "the nature of the information . . .". Clearly, in this case, the trial court did not convert Dayton's Motion to Dismiss to a motion for summary judgment. The affidavit submitted by Dayton that was attached to the Motion to Dismiss includes allegations that address its defense to the lawsuit. Specifically, the affidavit of Mike Duffy includes allegations regarding each element of the "necessary and integral" test. In

response to the Motion to Dismiss, Ms. Chamberlain included evidentiary material as well, but she did not provide an affidavit or other evidence to challenge Mr. Duffy's assertions regarding the necessary and integral test. ⁷ Based on the record before us, we find that it was error for the trial court to grant a Motion to Dismiss for lack of subject matter jurisdiction without complying with the procedural mechanisms outlined in *Knox v. Oklahoma Gas & Electric Company*, *supra*.

The Oklahoma Professional Employer Organization Recognition and Registration Act.

¶12 Ms. Chamberlain claims that Dayton cannot claim immunity from tort liability because it and LSI must be registered as Professional Employer Organizations ("PEOs") pursuant to 40 O.S. § 600.1 et seq. Ms. Chamberlain asserts that Dayton and LSI are not registered PEOs and, consequently, the exclusive remedy provisions of 85A O.S. § 5 do not provide immunity for Dayton. In response, Dayton argues that it is not a staffing company, so it is not required to register as a PEO. In addition, Dayton claims that LSI's failure to register as a PEO should not result in additional liability to Dayton.

¶13 PEOs are acknowledged and regulated under Oklahoma law. *Frantz v. D'Aurizio Drywall and Acoustics*, 2010 OK CIV APP 43, ¶ 8, 233 P.3d 396, 398. If a PEO is registered, then the PEO and its client are considered coemployers for the purpose of workers' compensation laws. ⁸ While the PEO Act clarifies the issue of whether the PEO and client are coemployers that are entitled to protection under the exclusive remedy provisions of the Workers' Compensation Act, no provision in the PEO Act mandates that unregistered employers cannot claim immunity from tort liability under 85A O.S. § 5. We, therefore, reject Ms. Chamberlain's argument and find that a PEO's failure to register does not preclude an entity from arguing that it is an intermediate or principal employer entitled to immunity under 85A O.S. § 5.

Employment Relationship.

¶14 Ms. Chamberlain argues that the trial court committed error in dismissing the case due to the non-standard employment relationship between a staffing agency, a client company, and an employee. She claims that the relationship between LSI, Dayton, and herself, is not similar to subcontractor/contractor relationships contemplated by the AWCA. We acknowledge that the employment relationship is different but find that the difference does not change the outcome here.

¶15 In order to determine whether Dayton can be considered the intermediate or principal employer entitled to immunity pursuant to 85A O.S. § 5, the Court must apply the necessary and integral test. The necessary and integral test refers to "independent contractors", not contractors and subcontractors. *Strickland v. Stephens Production Company*, 2018 OK 6, at ¶ 5. The term independent contractor is "usually applied to one who engages to perform a certain service for another (*i.e.* the hirer) according to his or her own method and manner, free from control and direction of the hirer in all matters connected with the performance of the service except as to the result." *Hammock v. United States*, 2003 OK 77, ¶ 11, 78 P.3d 93, 97. Although the necessary and integral test utilizes the term "independent contractor", the purpose of the test is to determine whether an individual has a relationship to the entity where he or she is working that is akin to an employer/employee relationship which would obligate the "employer" to be liable for workers' compensation claims. If, under the necessary and integral test, the individual is truly an independent contractor, then the "employer" is not secondarily liable for workers' compensation claims and, consequently, the "employer" is not entitled to immunity under 85A O.S. § 5. We find that the relationship between LSI, Dayton, and Ms. Chamberlain, although different from a contractor, subcontractor relationship, should be examined under the necessary and integral test. This is an issue for the trial court to resolve on remand. ⁹

CONCLUSION

¶16 For the reasons stated, the Order of the trial court dismissing the case against Dayton is REVERSED, the Order Denying the Motion to Reconsider also is REVERSED, and the matter is REMANDED for further proceedings consistent with this Opinion.

GOREE, P.J., and SWINTON, J., concur.

FOOTNOTES

THOMAS E. PRINCE, JUDGE:

¹ Ms. Chamberlain was a laborer for Dayton from approximately October 4, 2022, through October 12, 2022, the date of her injury at the Dayton premises.

² Title 85A O.S. § 5 provides, in part, that:

A. The rights and remedies granted to an employee subject to the provisions of the Administrative Workers' Compensation Act shall be exclusive of all other rights and remedies of the employee, his legal representative, dependents, next of kin, or anyone else claiming rights to recovery on behalf of the employee against the employer...on account of injury, illness, or death.

B. Exclusive remedy shall not apply if:

E. The immunity created by the provisions of this section shall not extend to action against another employer, or its employees, on the same job as the injured or deceased worker where such other employer **does not stand in the position of an intermediate or principal employer to the immediate employer** of the injured or deceased worker.

85A O.S. § 5 (emphasis added).

³ The employer listed as the Respondent for the workers' compensation case was LSI Corp -- Temporary Services & Placement Agency.

⁴ In her Response to Dayton's Motion to Dismiss, Ms. Chamberlain argued that the Supreme Court of Oklahoma denied an application to assume original jurisdiction in a case where, she asserted, the exact same issue presented here was presented to the Supreme Court. Ms. Chamberlain stated that: "Counsel for [Ms. Chamberlain] knows this is not binding precedent, however, it is informative and should be considered as persuasive on the issues at play in the case at bar." We disagree. The denial of an application to assume original jurisdiction, in our view, has no persuasive value because the Supreme Court did not make a final determination of the issue[s] on the merits. Original jurisdiction proceedings in the Supreme Court of Oklahoma are purely discretionary in nature. See *Miller v. Dollarhide, P.C. v. Tal*, 2006 OK 27, ¶ 8, 174 P.3d 559, 562-563. Even if the legal issues raised have merit, the Court may deny the request for a writ. *Id.*, at ¶ 10. We, therefore, will not consider the case referred to by Ms. Chamberlain as informative or persuasive because to do so would require pure speculation on our part as to why the Court denied the request for a writ. Moreover, three Justices dissented to the decision to deny the Application to assume original jurisdiction. See *Exhibit 5 to Plaintiff's Response to Defendant's Motion to Dismiss*.

⁵ The "necessary and integral" test was codified in 2011 with the passage of the AWCA. *Strickland*, 2018 OK 6, ¶ 6 and n. 11. However, the statute codifying the necessary and integral test was superseded on February 1, 2014, and the language regarding the necessary and integral test was removed. *Id.*

⁶ *Knox v. Oklahoma Gas & Elec. Co.*, 2024 OK 37, ¶ 19, 549 P.3d 1260, 1267--68, as corrected (June 6, 2024) ("[i]f exhibits are attached to a 12 O.S.2011, § 2012(B)(6) motion then the nature of the information must be examined for matters outside of the pleadings presented in support of the motion, and whether these matters convert the motion into one for summary judgment. However, a motion to dismiss based upon 12 O.S.2011, § 2012 (B)(1) lack of jurisdiction is not converted to a motion for summary judgment by reliance upon extra-record facts (outside the pleadings) unless these facts are used as one or more elements to a cause of action or a defense thereto. A motion to dismiss based upon 12 O.S.2011, 2012 (B)(1) may assert a fact relating to jurisdiction, but when the fact is controverted by parties it is adjudicated as a controverted issue of fact, and an evidentiary hearing is one example of such adjudication. . .") (emphasis added).

⁷ Ms. Chamberlain subsequently submitted an affidavit, disputing Mr. Duffy's assertions, when she filed her Motion to Reconsider after the trial court granted Dayton's Motion to Dismiss.

⁸ Title 40 O.S. § 600.7(E) states: "Workers' Compensation. Both client and PEO shall be considered the employer for the purpose of coverage under the Workers' Compensation Act and both the PEO and its client shall be entitled to protection of the exclusive remedy provision of the Workers' Compensation Act irrespective of which coemployer obtains such workers' compensation coverage."

⁹ Ms. Chamberlain also asserts that the trial court erred by dismissing her Petition because she could recover "under their premises liability due to the modification of the 'Bull Dozer' machine." We disagree. If Dayton is entitled to immunity under 85A O.S. § 5, then all of Ms. Chamberlain's claims against Dayton should be dismissed.

In her final issue to be raised on appeal, Ms. Chamberlain claims that the trial court committed error when it did not allow her to amend her Petition. We express no opinion on this issue because the Order of dismissal has been reversed. The trial court retains the authority to consider the issue of amendments to pleadings.

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Title 12. Civil Procedure

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Title 85A. Workers' Compensation

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