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**LAKEVIEW LOAN SERVICING, LLC v. JOHNSTON and MARTIN,
et. al**

2026 OK CIV APP 15

Case Number: 123086

Decided: 04/22/2026

Mandate Issued: 05/21/2026

COURT OF CIVIL APPEALS, DIVISION III



Cite as: 2026 OK CIV APP 15, __ P.3d __

LAKEVIEW LOAN SERVICING, LLC, Plaintiff/Appellee,

vs.

STACY JOHNSTON, individually and as Personal Representative of the Estate of Monty J. Martin,
Defendant/Appellant,

and

MONTY MARTIN a/k/a MONTY J. MARTIN a/k/a MONTY J. MARTIN DECEASED; SPOUSE, if any, of MONTY
MARTIN, JOHN DOE, OCCUPANT; UNITED STATES of AMERICA Ex. Rel. INTERNAL REVENUE SERVICE;
UNKNOWN HEIRS, SUCCESSORS AND ASSIGNS OF MONTY MARTIN, Defendants.

APPEAL FROM THE DISTRICT COURT OF
ELLIS COUNTY, OKLAHOMA

HONORABLE DONNA L. DIRICKSON, TRIAL JUDGE

AFFIRMED

Nicholas S. Callaway, LOGS LEGAL GROUP LLP, Oklahoma City, Oklahoma, For Plaintiff/Appellee,

David B. Christian, DAVID B. CHRISTIAN LAW OFFICE, Woodward, Oklahoma, For Defendant/Appellant.

E. BAY MITCHELL, III, JUDGE:

¶1 On appeal is the district court's Order Granting Summary Judgment (the "Order") in favor of Plaintiff/Appellee, Lakeview Loan Servicing, LLC ("Lakeview"), on its claims against Stacey Johnston, individually and as personal representative of the estate of Monty Jay Martin ("Appellants"). Finding no genuine issue of material fact existed, the district court found judgment as a matter of law was appropriate on Lakeview's claims on April 9, 2025, and Appellants now appeal.

¶2 Lakeview filed this lawsuit on October 31, 2022, seeking foreclosure of certain real property (the "Property") mortgaged by Monty Martin and allegedly in default since April 1, 2022. Because Mr. Martin is deceased, Lakeview's claims are lodged against Appellant, who is both Mr. Martin's surviving spouse and representative of his estate.

¶3 On November 18, 2024, Lakeview filed its motion for summary judgment. In Lakeview's statement of undisputed material facts, it alleged that (a) Mr. Martin executed a promissory note in the principal sum of \$108,007.00 and delivered a mortgage securing the payment of the promissory note on December 27, 2017, (b)

non-payment put the promissory note into default on April 1, 2022, and (c) Lakeview had accelerated the debt and was currently entitled to \$100,356, plus interests and fees, and was consequently entitled to a judgment *in rem* for foreclosure. In support of its motion for summary judgment, Lakeview attached the affidavit of its agent Frank Velazquez. The affidavit, based on personal knowledge, verifies the fact statements asserted in the motion for summary judgment, and attaches and authenticates copies of the promissory note, the mortgage and assignment of mortgage. 1

¶4 Appellants filed their Objection to Plaintiff's Motion for Summary Judgment on March 31, 2025. In their objection, Appellants raised no substantive defenses, either factual or legal, to Lakeview's claims. Instead, Appellants moved to strike Lakeview's statements of undisputed fact on the sole basis that they failed to provide references to the pages and paragraphs or lines of supporting evidentiary material, citing District Court Rule 13(a), 12 O.S. 2021, Ch. 2, App. Appellants argued that this procedural defect precluded summary judgment.

¶5 In its Order, the district court overruled Appellants' objection as to the admissibility of the promissory note, mortgage, and mortgage assignment, finding that these documents were properly authenticated and sworn to by Mr. Velazquez in his affidavit. Further, because Appellants' response did not specifically controvert the material facts set forth in Lakeview's motion, the district court deemed those facts admitted pursuant to Rule 13(b) 2 and granted Lakeview's motion.

¶6 The issue on appeal is an exceedingly narrow one: whether the district court had discretion to consider Lakeview's motion for summary judgment notwithstanding Lakeview's failure to provide pinpoint cites to its attached evidentiary material. Appellants' only argument is exclusively procedural in nature; they do not otherwise contest the district court's ruling or the factual and legal assertions in Lakeview's motion. 3

¶7 We review a district court's grant of summary judgment under a *de novo* standard. *Howard v. Barrington Homeowners Association, Inc.*, 2026 OK 9, ¶2, 584 P.3d 1176, 1180. Statutory interpretation is also a question of law subject to *de novo* review. *Frat. Ord. of Police v. City of Norman*, 2021 OK 20, ¶2, 489 P.3d 20, 22. "If it appears that there is no substantial issue of material fact and that one party ... is entitled to judgment as a matter of law, a court shall render judgment for that party and an appellate court will affirm. *Howard, supra*, citing District Court Rule 13(e), 12 O.S. 2021, Ch. 2, App.

¶8 It is true that Rule 13(b) sets forth the requirement of pinpoint citation in mandatory terms:

The motion shall be accompanied by a concise written statement of the material facts as to which the movant contends no genuine issue exists and a statement of argument and authority demonstrating that summary judgment or summary disposition of any issues should be granted. **Reference shall be made in the statement to the pages and paragraphs or lines of the evidentiary materials that are pertinent to the motion.**"

(emphasis added). However, the rule is silent as to the effect of failing to comply with this formal requirement. 4 While Appellants ostensibly argue that the effect is automatic denial of the summary judgment motion, they provide no authority for this proposition. We decline to read such a harsh mandatory sanction into the rule.

¶9 As an initial matter, applying the strict compliance rule that Appellants would likely be unworkable. There are many types of exhibits that do not lend themselves to page/line reference, such as tables and charts, photographs, and the like. Even if applied only to textual documents, would a motion's failure to identify the page number when referring to a single-page exhibit render it irredeemably defective? Or if nine undisputed facts have pinpoint citations, but the tenth and final one does not, does that deprive the district court of discretion to even consider the motion? Followed to the logical conclusion, Appellants' argument would lead to the absurd result that "well-settled principles of statutory construction" require courts to avoid. See *Cox v. Dawson*, 1996 OK 11, ¶2, 911 P.2d 272, 281.

¶10 Given the absence of a particular consequence in Rule 13(a) for the non-compliance with the pinpoint citation requirement, we find it far more reasonable to construe Rule 13(a) as placing a requirement on the **parties** as to the form of their summary judgment motions, rather than depriving the district court of its customary discretion in

managing its own docket.

¶11 Utilizing this approach, we find that the district court did not abuse its discretion in considering Lakeview's summary judgment motion notwithstanding the lack of pinpoint cites. Importantly, we note that the documents in this case are hardly lengthy, nor are they difficult to navigate. The promissory note and mortgage assignment each have only two pages, and the mortgage agreement itself has ten. We were able to identify the location of the pertinent information supporting Lakeview's statement of facts in relatively short order, and fully believe the district court capable of doing so as well. Our decision may be different had Appellants raised the issue of inability to locate purportedly germane passages in massive exhibits, where the failure to reference the relevant portions placed them at an unfair disadvantage. However, that is not the case here. With the question presented to us in isolation, we do not find that the district court's consideration of Lakeview's motion for summary judgment despite its technical non-compliance with the page and line reference requirements of Rule 13(a) to be erroneous.

¶12 AFFIRMED.

DOWNING, P.J., and PRINCE, V.C.J., concur.

FOOTNOTES

E. BAY MITCHELL, III, JUDGE:

¹ Although not explicitly asserted in the motion for summary judgment, the supporting documentation shows the original lender under the promissory note and mortgage was Network Funding, LP, and that these documents were assigned to Lakeview on December 13, 2021.

² Rule 13(b) states, in relevant part: "All material facts set forth in the statement of the movant which are supported by acceptable evidentiary material **shall be deemed admitted** for the purpose of summary judgment or summary disposition **unless specifically controverted** by the statement of the adverse party which is supported by acceptable evidentiary material." (emphasis added).

³ In their response brief and Petition in Error, Appellants did raise the argument that the exhibits to the Velazquez affidavit (*i.e.*, the promissory note, the mortgage and the mortgage assignment) were inadmissible because they were not "sworn or certified" as required by 12 O.S. 2021 §2056(E) ("If a paper or part of a paper is referred to in an affidavit, a sworn or certified copy must be attached to or served with the affidavit."). However, these documents are clearly and explicitly authenticated by the sworn Velazquez affidavit, as pointed out by the district court in its Order. Appellants provide no explanation of what they contend a "sworn or certified copy" means if not a document attached to sworn affidavit attesting to its authenticity, nor do they provide any authority beyond the foregoing text of the statute. We find no error in the district court's consideration of these documents.

⁴ This contrasts with other formal requirements of Rule 13 that *do* specifically provide a consequence for noncompliance. For example, Rule 13(b) states that a party opposing summary judgment must specifically controvert material facts set forth in the movant's motion or else those facts will be deemed admitted.

Citationizer[®] Summary of Documents Citing This Document

Cite Name Level

None Found.

Citationizer: Table of Authority

Cite Name Level

Oklahoma Supreme Court Cases

Cite	Name	Level
<u>1996 OK 11, 911 P.2d 272, 67 OBJ</u>	<u>Cox v. Dawson</u>	Discussed
<u>542,</u>		

Cite Name**Level**

2021 OK 20, 489 P.3d 20,

FRATERNAL ORDER OF POLICE v. CITY OF NORMAN

Discussed

2026 OK 9, 584 P.3d 1176,

HOWARD and HOWARD v. THE BARRINGTON HOMEOWNERS, et al.

Discussed

Title 12. Civil Procedure

Cite

Name

Level

12 O.S. 2056,

Motion for Summary Judgment

Cited