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[Previous Case](#) [Top Of Index](#) [This Point in Index](#) [Citationize](#) [Next Case](#)

SARGENT AEROSPACE & DEFENSE, LLC v. THE NORDAM GROUP LLC

2026 OK CIV APP 28

Case Number: 123600

Decided: 07/14/2026

Mandate Issued: 08/20/2026

COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA. DIVISION III



Cite as: 2026 OK CIV APP 28, __ P.3d __

THE NORDAM GROUP LLC, a Delaware limited liability company, Plaintiff/Appellee,
vs.

SARGENT AEROSPACE & DEFENSE, LLC, a Delaware limited liability company, Defendant/Appellant.

APPEAL FROM THE DISTRICT COURT OF
TULSA COUNTY, OKLAHOMA

HONORABLE DAMAN H. CANTRELL, TRIAL JUDGE

AFFIRMED

Paul DeMuro, Nora O'Neill, David Leimbach FREDERIC DORWART, LAWYERS PLLC, Tulsa, Oklahoma, For Plaintiff/Appellee,

Tracy W. Robinett, Dylan T. Duren, ROBINETT, SWARTZ & DUREN, Tulsa, Oklahoma, -and- Nicholas J. Ellis, Amir El-Aswad, FOLEY & LARDNER LLP, Detroit, Michigan (*admitted pro hac vice*), For Defendant/Appellant.

TIMOTHY J. DOWNING, PRESIDING JUDGE:

¶1 Appellant, Sargent Aerospace & Defense, LLC (Sargent), appeals the trial court's Order granting Appellee's, The Nordam Group LLC (Nordam), Motion for Permanent Injunction. This motion was filed as a result of the trial court's previous grant of Nordam's Motion for Partial Summary Judgment. After reviewing the record and applicable law, we affirm.

BACKGROUND

¶2 In 2009, Nordam and Dover Engineered Systems, Inc. (DBA Sargent Controls & Aerospace) (Dover) entered into a Long-Term Agreement (LTA). Dover was to be the sole supplier of three specific manufactured aircraft parts to Nordam. In 2015, Dover transferred certain assets to Sargent and Sargent continued supplying the aircraft parts to Nordam. In February of 2016, Nordam and Sargent executed an Amendment to the LTA, wherein Nordam ratified the assignment and transfer of the LTA to Sargent and Sargent assumed all the obligations of Dover. Certain provisions of the LTA were amended. Specifically relevant here was the amendment to Subsection 13.1.7 that allowed Nordam, in its sole discretion, the right to purchase the intellectual property (IP) related to the aircraft parts Sargent sold to Nordam. Upon the exercise of such right and payment to Sargent, the provision stated that all rights and title to the IP shall transfer and fully vest in Nordam. Section 13 contained a survival clause, stating that Section 13 would survive the cancellation, termination, or expiration of the LTA.

¶3 After several years operating under the LTA, the parties became involved in a pricing dispute. On September 19, 2024, Nordam issued a Notice of Default and Required Cure to Sargent based on communications from Sargent that they would no longer ship products to Nordam under the LTA absent Nordam agreeing to a price adjustment outside of the escalation provision of the LTA. Nordam relied on Subsection 14.1¹ of the LTA requiring Sargent to cure its default by September 23, 2024. On October 4, 2024, Nordam filed a Verified Petition seeking specific performance under the LTA. On that same date, Sargent sent Nordam a Notice of Default and Termination of the LTA, also relying on Subsection 14.1. On February 26, 2025, the parties executed a Stipulation wherein Nordam agreed to pay a "Protect Price" and Sargent would continue to process Nordam's purchase orders until final resolution of the matter.

¶4 On March 24, 2025, Nordam provided Sargent with notice of its intent to invoke Subsection 13.1.7 of the LTA and purchase the IP associated with the aircraft parts. Nordam tendered the "not to exceed" purchase price of \$1,990,000.00 and requested Sargent provide payment instructions and confirmation of the IP transfer. On March 31, 2025, Sargent rejected the demand. On April 11, 2025, Nordam filed a Motion for Partial Summary Judgment alleging Sargent breached the LTA by refusing to comply with Subsection 13.1.7 of the LTA.

¶5 On July 3, 2025, the trial court held a hearing on Nordam's Motion for Partial Summary Judgment. At the hearing, Nordam argued it did not breach the LTA, but for purposes of the motion, even assuming Nordam did breach, the right to purchase the IP survives cancellation, termination, or expiration of the contract. Sargent acknowledged the survival clause, but argued that because Nordam breached the LTA, Nordam could not rely on the LTA to enforce a different section.² On July 24, 2025, the trial court issued an Order Granting Partial Summary Judgment. On November 26, 2025, a Journal Entry of Judgment was filed reflecting the trial court's ruling.³

¶6 On September 29, 2025, Nordam filed a Motion for Permanent Injunction seeking the trial court to order Sargent to deliver the IP based on the partial summary judgment ruling. On October 14, 2025, Sargent filed a Response in Opposition to Plaintiff's Motion for Permanent Injunction. The hearing was held on November 21, 2025, and the trial court granted the motion on November 26, 2025, giving Sargent ten days to provide the IP to Nordam. It is from this Order Sargent appeals.

STANDARD OF REVIEW

¶7 "Summary judgment resolves issues of law" and this Court reviews a trial court's grant of summary judgment *de novo*. *Snow v. Town of Calumet*, 2022 OK 63, ¶ 5, 512 P.3d 369, 372. "Using the *de novo* standard, we subject the record to a new and independent examination without regard to the trial court's reasoning or result." *Id.* "A trial court should grant summary judgment where there is no dispute as to a material fact and the moving party is entitled to judgment as a matter of law." *Eldridge v. Kavon, LLC*, 2019 OK CIV APP 45, ¶ 5, 446 P.3d 538, 540. "A fact is 'material' if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or defense asserted by the parties." *Hadnot v. Shaw*, 1992 OK 21, ¶ 18, 826 P.2d 978, 985. "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." R. for Dist. Cts. of Okla. 13(b), 12 O.S.2021, Ch.2, App. (emphasis added).

¶8 A trial court's grant of a permanent injunction must be sustained by clear and convincing evidence. *Berry & Berry Acquisitions, LLC v. BFN Properties, LLC*, 2018 OK 27, ¶ 25, 416 P.3d 1061, 1073. As an injunction is a matter of equitable concern, this Court will not disturb the trial court's judgment absent an abuse of discretion or if the decision is clearly against the weight of the evidence. *Id.*

ANALYSIS

¶9 Sargent raises four propositions of error. First, Sargent claims the trial court erred when it granted partial summary judgment in favor of Nordam. Sargent's second, third, and fourth propositions are based on the issuance of the injunction. Specifically, Sargent argues the trial court erred when it determined Sargent would not

suffer irreparable harm, the balance of harms favors Nordam and the public interest weighs in favor of issuing the permanent injunction. We are not persuaded by Sargent's arguments.

¶10 Sargent challenges the trial court's grant of partial summary judgment by arguing that Nordam materially breached the LTA and thus, it cannot now use the survival clause to enforce its rights under the LTA. "Absent illegality, the parties are free to bargain as they see fit, and this Court will neither make a new contract, [n]or rewrite the existing terms." *Berry and Berry Acquisitions, LLC*, 2018 OK 27, at ¶ 13 (quoting *JPMorgan Chase Bank, N.A. v. Specialty Restaurants, Inc.*, 2010 OK 65, ¶ 9, 243 P.3d 8, 13). Courts "'maintain a healthy respect for the power of independent persons to bargain for, or away, contractual provisions and maintain our position that it is not this Court's province to remake contracts to suit the changing whims of contracting parties.'" *Id.* (quoting *In re Kaufman*, 2001 OK 88, ¶ 22, 37 P.3d 845, 855). "If language of a contract is clear and free of ambiguity the court is to interpret it as a matter of law, giving effect to the mutual intent of the parties at the time of contracting." *Pitco Production Co. v. Chaparral Energy, Inc.*, 2003 OK 5, ¶ 12, 63 P.3d 541, 545. "If a contract is complete in itself, and when viewed as a totality, is unambiguous, its language is the only legitimate evidence of what the parties intended." *Id.* at ¶ 14. "The courts have no authority to relieve parties of their solemn obligations assumed under contracts in the absence of fraud, duress, undue influence or mistake." *Barnes v. Helfenbein*, 1976 OK 33, ¶ 26, 548 P.2d 1014, 1021.

¶11 The parties in this case are a part of the aerospace manufacture supply-chain industry. It is undisputed that the Federal Aviation Administration (FAA) has a very rigorous regulated process that, in this case, took years to maneuver and was very costly. Sargent is the sole supplier of the parts to Nordam. The parties do not dispute that these parts are used by Nordam to manufacture thrust reversers that they provide to Cessna (also referred to as Textron) that Cessna uses in the production of two of its jets. Nordam is the sole supplier of these thrust reversers to Cessna. Hence, a cease of production of the parts to Nordam has a ripple effect on Cessna's production of jets. Further, the parts cannot be purchased anywhere else in the marketplace, leaving Nordam totally dependent on Sargent's production. The evidence in this case demonstrated that the process of utilizing another supplier even with the IP is a timely endeavor.

¶12 Here, the record shows that Sargent advanced discussions with Nordam based on Sargent's desire for a price adjustment that appears to have been outside of the escalation provision in the LTA. Ultimately, Nordam did not agree. Sargent advised Nordam that it was increasing its price and if Nordam did not pay the increased price Sargent would not sell to Nordam. Nordam filed this lawsuit. As stated above, once in litigation, the parties stipulated that Sargent would supply Nordam during the course of the litigation, but at an increased price.

¶13 The terms of the LTA are not in dispute. Subsection 13.1.7 of the LTA specifically provides for the purchase of the IP, with the IP defined by the LTA, as well as the hardware and other data which is not otherwise owned by Nordam. The option to purchase is at Nordam's sole discretion and at any time. The provision also provides a "not to exceed" purchase price. Upon payment, all rights and title to the IP, together with hardware and other data described in the LTA, shall transfer and fully vest in Nordam. In 2016, Sargent and Nordam amended the LTA to increase the "not to exceed" price in Subsection 13.1.7 and to extend the term of the LTA, Section 8, to the life of the aircraft program. ⁴

¶14 Likewise, Subsection 13.5, entitled "Survival", reads in part as follows: "This Section 13 shall survive the cancellation, termination or expiration of this LTA." Subsection 14.1, entitled "Remedies for Default", provides that absent curing a default within a certain time, the non-defaulting party shall have the right to cancel the whole or any part of the unperformed obligations under the LTA or treat the LTA as being in full force and seek enforcement through injunction relief. Finally, Section 37 of the LTA reads as follows:

In addition to provisions in this LTA specifically identifying Sections that shall survive the expiration, termination or cancellation of this LTA, all other rights, obligations and duties which by their nature extend beyond the expiration, termination or cancellation of the LTA shall remain in effect beyond *any* expiration, termination or cancellation. (emphasis added)

¶15 The language of the above provisions is not ambiguous. "Intent at execution controls the meaning of the written terms and the extent of the obligation is defined by the promise given." *JPMorgan Chase Bank, N.A.*, 2010 OK 65, at ¶ 8. The LTA's language expressly and unambiguously states Section 13 survives any cancellation, termination, or expiration of the LTA. Further, because Subsection 14.1 specifically provides for the cancellation of the LTA when a party is in default, it is clear the parties' intent was for Section 13 to survive regardless of the reason for cancellation. Subsection 13.1.7 is enforceable by Nordam despite Sargent's termination based on an alleged breach of the LTA.

¶16 Subsection 13.5 and Section 37 unambiguously provide that the rights and obligations of the parties described in Section 13 survive any cancellation, termination, or expiration of the LTA regardless of reason. See *JPMorgan Chase Bank, N.A.*, 2010 OK 65, at ¶ 16 ("The term 'any' is all-embracing and means nothing less than 'every' and 'all.'). Anything less would take from the parties their rights to bargain and this Court will not rewrite the parties' contract to suit either party's change of heart.

¶17 We hold the LTA clearly manifests the parties' intention to allow Nordam to exercise Subsection 13.1.7 at any time regardless of the LTA's status. ⁵ Sargent's argument under the first-to-breach doctrine is unavailing as Sargent and its predecessor agreed to the survival clause and the other portions of the LTA at issue here. ⁶ The parties' contract controls and Sargent's argument to the contrary is not persuasive. Thus, the trial court's grant of partial summary judgment was not an abuse of discretion. Proposition one is denied.

¶18 In propositions two, three, and four, Sargent argues the issuance of a permanent injunction was an abuse of discretion. ⁷ Injunctive relief must be established in the trial court by clear and convincing evidence. *Berry & Berry Acquisitions, LLC*, 2018 OK 27, at ¶ 25. There must be a reasonable probability that the injury sought to be prevented will be done if no injunction is issued. To obtain a permanent injunction, Nordam must show that four factors weigh in its favor: 1) actual success on the merits; 2) irreparable harm if the injunction is denied; 3) Nordam's threatened injury outweighs any injury Sargent will suffer if the injunction is granted; and 4) the injunction is in the public interest. *Crystal Bay Estates Homeowners' Association, Inc., v. Cox*, 2022 OK CIV APP 38, ¶ 11, 521 P.3d 812, 817. ⁸

¶19 The trial court's Order granting Nordam's Motion for Permanent Injunction analyzes each of the necessary elements above based on the evidence submitted at the hearing. As it pertains to success on the merits, Sargent fails to provide this Court with any law that would suggest that Nordam's successful partial summary judgment does not equate to success on the merits. ⁹ On the contrary, the trial court ruled in favor of Nordam and found Sargent violated the LTA when it refused to comply with Subsection 13.1.7. "A trial judge's decision comes to a court of review clothed with a presumption of correctness." *Willis v. Sequoyah House, Inc.*, 2008 OK 87, ¶ 15, 194 P.3d 1285, 1290. Sargent has failed to overcome the presumption of correctness of the trial court's determination of the first element. A trial court, not this Court, is the first instance trier-of-fact. A determination of success on the merits is not a decision made on appeal, as argued by Sargent. Rather, before issuing the permanent injunction, the trial court holds a full hearing on the merits. This Court merely reviews the trial court's merit ruling to determine if its decision was an abuse of discretion or clearly against the weight of the evidence. This deferential standard of appellate review confirms that the success on the merits originates at the trial court level.

¶20 As to the second element, the trial court found Nordam proved it would suffer irreparable harm if Sargent did not deliver the IP pursuant to the terms of the LTA. ¹⁰ Patrick Mallowney, the Senior Director of supply chain for Nordam, testified that Sargent is the sole FAA approved source and sole supplier of the parts for Nordam and Nordam is the sole purchaser for the parts from Sargent. Likewise, Nordam is the sole supplier of the parts to Cessna. A halt in the production of the parts will lead to catastrophic harm not only to Nordam, but to Cessna if Nordam is unable to provide the parts to Cessna. ¹¹ The halt in production would sever Nordam's relationship with Cessna and destroy any future business opportunities for Nordam. ¹²

¶21 Evidence established that to avoid a halt in production, an alternate source must be created to continue production. Based on Mallowney's experience, and uncontradicted at the hearing, it would take approximately 24 months for an alternative supplier to reach production mode. Without the IP, an alternative supplier could take five

or more years to reach production mode. Meredith Siegfried, CEO of Nordam, testified consistently with Mallowney relating to the timing aspect of finding a new supplier, the 24-month production time frame, and the irreparable harm to Nordam if production is halted.

¶22 The evidence established that Sargent was only going to supply products until the conclusion of the litigation. Thus, although the Stipulation was in place and there was not a gap in production at that moment, there was clear evidence that at the end of the litigation Sargent would no longer supply Nordam. Thus, Nordam would not be able to provide the thrust reversers to Cessna absent an alternative supplier in production mode. Nordam demonstrated an immediate need for possession of the IP in order for an alternative supplier to be in production mode. Accordingly, the trial court's finding of irreparable harm is based on the evidence. ¹³

¶23 As stated earlier, Sargent did not present any evidence at the permanent injunction hearing. The only evidence of harm was shown by Nordam. As Nordam is the only company that supplies the thrust reversers to Cessna, Nordam successfully showed the value of the IP to Nordam is great. As such, the trial court's finding that the balance of harms favors Nordam is based on the evidence.

¶24 Finally, evidence established that the aviation supply chain would be greatly affected if Nordam was prevented from providing the parts to Cessna. Likewise, the parties in this case are sophisticated companies who are free to contract as they see fit, absent illegality. Although Sargent relies on case law that entitles IP to heightened protection, Sargent and Nordam were the parties to an LTA with a provision that gave Nordam the sole discretion to purchase the IP. Sargent argues its predecessor's agreement to the option was irrelevant under the current circumstances. However, in 2015, Sargent's predecessor transferred certain assets to Sargent and Sargent continued supplying the aircraft parts to Nordam. In fact, in February of 2016, Nordam and Sargent executed an Amendment to the LTA, wherein Nordam ratified the assignment and transfer of the LTA to Sargent and Sargent assumed all the obligations of its predecessor. Specifically, the parties amended Subsection 13.1.7 to increase the "not to exceed" purchase price. Moreover, the parties did not amend Nordam's rights to purchase the IP or the duty by Sargent upon Nordam exercising that right. As such, the predecessor's and Sargent's assumption of its obligations, combined with Sargent's later amendment to the relevant provision defies Sargent's argument that the decades-old purchase option should not govern this issue.

¶25 Public interest favors upholding the sanctity of contracts by enforcing the parties' agreement. Further, it is clearly in the public interest to avoid disruption in the aviation supply chain. Based on Nordam demonstrating that the factors weighed in favor of granting the permanent injunction, the trial court granted the injunction. The trial court also ordered Nordam to take appropriate steps to ensure that Nordam did not disseminate the IP for any other purpose than to establish a new supplier. Reviewing the record on appeal and the applicable law, this Court finds that the trial court did not abuse its discretion when it granted the permanent injunction and the trial court's decision was not against the clear weight of the evidence. Propositions two, three, and four are denied.

CONCLUSION

¶26 Nordam exercised its right to purchase the IP under Subsection 13.1.7 of the LTA. Subsection 13.5 and Section 37 of the LTA contained a survival clause specific to the IP rights that provided Section 13 shall survive any cancellation, termination, or expiration of the LTA. After review of the record, this Court finds that Sargent breached the LTA when it refused to comply with the LTA after Nordam exercised its purchase option and tendered the "not to exceed" purchase price. Thus, the trial court's grant of partial summary judgment was not error.

¶27 The trial court properly considered the evidence adduced at the hearing when it granted Nordam's request for a permanent injunction. The trial court found all four factors weighed in Nordam's favor and granted the permanent injunction requiring Sargent to deliver the IP as required by the LTA. This Court finds the trial court's grant of the permanent injunction was not an abuse of discretion or against the clear weight of the evidence.

¶28 AFFIRMED.

PRINCE, V.C.J., and MITCHELL, J., concur.

TIMOTHY J. DOWNING, PRESIDING JUDGE:

¹ This Subsection of the LTA provides a cure time that allows a defaulting party ten (10) days after receipt of notice of the claimed default. It also addresses other remedies available to the parties if the default is not cured within the ten days.

² Sargent's claim of breach was based on Nordam's failure to pay invoices of purchases orders within 30 days as provided by the LTA. The invoices seem to include the increased purchase price, but Sargent argued that Nordam had a duty to pay the uncontested part of the invoice.

³ Sargent initiated an appeal in *The Nordam Group, LLC v. Sargent Aerospace & Defense, LLC*, No. 123,675 on December 23, 2025, wherein it sought to appeal the trial court's Order granting Nordam's partial summary judgment. The Oklahoma Supreme Court made the case a companion case of the case at issue here. *Nordam*, No. 123,675 (Okla. Sup. Ct. Dec. 26, 2025). However, on February 23, 2026, the Oklahoma Supreme Court, on its own motion, dismissed the case for lack of an appealable order. *Nordam*, No. 123,675 (Okla. Sup. Ct. Feb. 23, 2026). Sargent's claims related to the trial court's grant of partial summary judgment will be addressed in this appeal. *In re Guardianship of Berry*, 2014 OK 56, ¶ 34, 335 P.3d 779, 790.

⁴ Other amendments were made to the LTA in 2016, but those amendments are not relevant to the issues before this Court.

⁵ Sargent's argument that nothing in the general language suggests that the parties intended the survival clauses to supersede a first-to-breach doctrine is not persuasive. Not only does the LTA provide two different provisions clearly stating the parties' intentions that Section 13 survives any cancellation, termination, or expiration of the LTA, the very next section addresses the remedies for default, underscoring that either party may cancel the LTA for a breach. Nothing in either section states that cancellation or termination for breach is excluded from the plain meaning of "any" cancellation or termination.

⁶ Although Sargent prefaces this claim as a claim of first impression, this Court finds the enunciated law is clear and applicable to the parties who freely entered into a contract containing a survival provision as it relates to the issue at hand.

⁷ Much of Sargent's proposition two is argument that the IP contains confidential information and trade secrets that will irreparably harm Sargent if turned over to Nordam and Nordam provides those to a third party. First, Sargent failed to produce any evidence at the permanent injunction hearing to support this assertion. Sargent also argues that just because Sargent's predecessor in interest may have agreed to such an option when the LTA was originally executed, that agreement is irrelevant to the present circumstances. Such an argument is lacking in substance as Sargent assumed all the obligations of its predecessor in interest and specifically amended Subsection 13.1.7 to increase the purchase price if Nordam exercised its right to purchase the IP. As this Court has already found the trial court's grant of partial summary judgment was not an abuse of discretion, this argument fails.

⁸ Because Nordam sought a permanent injunction as opposed to a preliminary injunction, Nordam was required to demonstrate actual success on the merits. See *Crystal Bay Estates Homeowners' Association*, 2022 OK CIV APP 38, at ¶ 13 n.7.

⁹ Although Sargent does not challenge this element of the injunction, it makes a passing reference that Nordam failed to prove this element, suggesting that the grant of partial summary judgment is not a final unassailable judgment.

¹⁰ Contrary to Sargent's argument, the trial court did not determine that Sargent would not suffer irreparable harm. Even if it did, that holding would not be contradicted by the evidence as Sargent failed to provide the trial court with any evidence of harm, much less irreparable. Further, Nordam, not Sargent, has the duty to present evidence that Nordam would suffer irreparable harm if the injunction were not granted.

¹¹ Sargent's counsel agreed that if there was a supply interruption, Nordam would be irreparably harmed. Sargent's counsel stated that the dispute to be settled is whether there is going to be a supply interruption and if there is, such interruption would not be imminent.

¹² Evidence established that there were only four aircraft manufacturers who make jets in the world. Nordam services each of those companies. If Nordam defaulted in its contract with Cessna to provide the parts and Cessna could no longer produce two of the jets, Nordam would suffer irreparable harm to their reputation which would impact future business opportunities.

¹³ It was not until Sargent was granted a hearing on its Emergency Motion to Stay Enforcement of Permanent Injunction that Sargent presented evidence of comparative harm. Thus, that evidence was not ripe for consideration when the trial court issued the permanent injunction. Further, at the stay hearing, Nordam committed to assemble the IP in-house to eliminate any concerns about third parties having the information. Sargent's only witness agreed that the risk of third-party disclosure goes away if Nordam produces in-house.

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Oklahoma Court of Civil Appeals Cases

Cite	Name	Level
<u>2019 OK CIV APP 45, 446 P.3d 538,</u>	<u>ELDRIDGE v. KAVON</u>	Discussed
<u>2022 OK CIV APP 38, 521 P.3d 812,</u>	<u>CRYSTAL BAY ESTATES HOMEOWNERS ASSOCIATION v. COX</u>	Discussed at Length

Oklahoma Supreme Court Cases

Cite	Name	Level
<u>1992 OK 21, 826 P.2d 978, 63 OBJ 442,</u>	<u>Hadnot v. Shaw</u>	Discussed
<u>2001 OK 88, 37 P.3d 845, 72 OBJ 3061,</u>	<u>IN RE: KAUFMAN</u>	Discussed
<u>2003 OK 5, 63 P.3d 541,</u>	<u>PITCO PRODUCTION COMPANY v. CHAPARRAL ENERGY, INC.</u>	Discussed
<u>2008 OK 87, 194 P.3d 1285,</u>	<u>WILLIS v. SEQUOYAH HOUSE, INC.</u>	Discussed
<u>2010 OK 65, 243 P.3d 8,</u>	<u>JPMORGAN CHASE BANK, N.A. v. SPECIALTY RESTAURANTS, INC.</u>	Discussed at Length
<u>1976 OK 33, 548 P.2d 1014,</u>	<u>BARNES v. HELFENBEIN</u>	Discussed
<u>2014 OK 56, 335 P.3d 779,</u>	<u>IN THE MATTER OF THE GUARDIANSHIP OF BERRY</u>	Discussed
<u>2018 OK 27, 416 P.3d 1061,</u>	<u>BERRY AND BERRY ACQUISITIONS v. BFN PROPERTIES</u>	Discussed at Length
<u>2022 OK 63, 512 P.3d 369,</u>	<u>SNOW v. TOWN OF CALUMET</u>	Discussed

