OKLAHOMA STATE COURTS NETWORK

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REED v. THE GREENWOOD CHAMBER OF COMMERCE d/b/a GREENWOOD COMMUNITY DEVOLPMENT CORPORATION et al.

2026 OK CIV APP 34

Case Number: 122849

Decided: 09/25/2026

Mandate Issued: 10/22/2026

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

Cite as: 2026 OK CIV APP 34, __ P.3d __

JAYNE REED, Plaintiff/Appellee,

vs.

THE GREENWOOD CHAMBER OF COMMERCE, INC. d/b/a GREENWOOD COMMUNITY DEVOLPMENT CORPORATION; GREENWOOD CENTRE LTD., an Oklahoma Limited Partnership, Defendants/Appellants.

APPEAL FROM THE DISTRICT COURT OF
TULSA COUNTY, OKLAHOMA

HONORABLE DAMAN H. CANTRELL, TRIAL JUDGE

AFFIRMED

Nathan E. Clark, Randall E. Long, Eric L. Clark, Austin T. Stiles, Sage M. Heavin, RHODES HIERONYMUS JONES TUCKER & GABLE, PLLC, Tulsa, Oklahoma, For Plaintiff/Appellee,

Clark O. Brewster, Corbin C. Brewster, BREWSTER & DE ANGELIS, PLLC, Tulsa, Oklahoma, For Defendants/Appellants.

E. BAY MITCHELL, III, JUDGE:

¶1 Defendants/Appellants, The Greenwood Chamber of Commerce, Inc., d/b/a Greenwood Community Development Corporation, and Greenwood Centre Ltd. (collectively, "Greenwood"), appeal the district court's denial of their Motion for Attorney Fees and Costs under 12 O.S. 2011 §1101.1(A). For the following reasons, we affirm.

¶2 Plaintiff/Appellee Jayne Reed ("Reed") filed this personal injury action against Greenwood in April 2016, alleging that exposure to mold in a building owned by Greenwood caused severe and permanent injuries. In December 2019, Greenwood served Reed with a $10,000 Offer of Judgment under 12 O.S. 2011 §1101.1(A)(1). Reed did not respond within the statutory period, and the offer was deemed rejected by operation of law. *See Id*. The case proceeded to trial in December 2024, and the jury returned a unanimous verdict in Greenwood's favor.

¶3 Greenwood subsequently moved for attorney fees and costs[1] under §§1101.1(A)(3) and (5), asserting that Reed had demanded more than $100,000 before trial. Reed responded that attorney fees were not recoverable under §1101.1(A) because Greenwood had offered only $10,000 and she had not demanded more than $100,000 in a pleading or in trial proceedings. Recognizing a "grey area regarding the definition of 'trial proceedings' under the facts of this case," the district court denied Greenwood's request for attorney fees.

¶4 Reed appealed the underlying judgment, and Greenwood separately appealed the order denying attorney fees. The Supreme Court consolidated the appeals, after which Reed voluntarily dismissed her appeal. Accordingly, only Greenwood's appeal from the attorney fee order remains before this Court.

¶5 Oklahoma follows the American Rule, under which each litigant ordinarily bears its own attorney fees. *E.g., Boston Avenue Management, Inc. v. Associated Resources, Inc.*, 2007 OK 5, ¶12, 152 P.3d 880, 884. Courts lack authority to award attorney fees unless a specific statute or contract provides for their recovery, and exceptions to the American Rule are narrowly defined and applied with caution. *Id*. "Consequently, statutes regarding attorney fees, including those concerning offers of judgment, are strictly enforced, and any authorization for attorney fees must be clearly stated within the relevant statute." *Lunn v. Continental Motors, Inc.*, 2025 OK 29, ¶7, 568 P.3d 589, 591.

¶6 Whether §1101.1(A) permits attorney fees under these circumstances presents a question of statutory interpretation subject to *de novo* review. *Lunn,* ¶4, at 591. Under that standard, we possess plenary, independent, and nondeferential authority to determine whether the district court erred in its legal ruling. *Id*.

¶7 In construing such a statute, our primary goal is to determine legislative intent. *Id.* ¶8, at 592. The legislature expresses that intent through the language it enacts; therefore, when the statutory language is plain and unambiguous, we apply its ordinary meaning. *Id*. Courts may not expand the reach of a plainly worded statute. *Toxic Waste Impact Group, Inc. v. Leavitt*, 1988 OK 20, ¶10, 755 P.2d 626, 630.

¶8 Title 12 O.S. 2011 §1101.1(A) provides, in relevant part:

> A. Actions for personal injury, wrongful death, and certain specified actions.
>
> 1. Subject to the provisions of paragraph 5 of this subsection, after a civil action is brought for the recovery of money as the result of a claim for personal injury . . . ., any defendant may file with the court, at any time more than ten (10) days prior to trial, an offer of judgment for a sum certain to any plaintiff with respect to the action or any claim or claims asserted in the action. An offer of judgment shall be deemed to include any costs or attorney fees otherwise recoverable unless it expressly provides otherwise. If an offer of judgment is filed, each plaintiff to whom an offer of judgment is made shall, within ten (10) days, file:
>
> a. a written acceptance or rejection of such offer, or
>
> b. a counteroffer of judgment, . . .
>
> If the plaintiff fails to file a timely response, the offer of judgment shall be deemed rejected. The fact an offer of judgment is made but not accepted or is deemed rejected does not preclude subsequent timely offers of judgment.
>
> . . . .
>
> 3. In the event the plaintiff rejects the offer(s) of judgment and the judgment awarded the plaintiff is less than the final offer of judgment, then the defendant filing the offer of judgment shall be entitled to recover reasonable litigation costs and reasonable attorney fees incurred by that defendant from the date of filing of the final offer of judgment until the date of the verdict.
>
> . . . .
>
> 5. The provisions of this subsection shall apply only where the plaintiff demands in a pleading or in trial proceedings more than One Hundred Thousand Dollars ($100,000.00), or where the defendant makes an offer of judgment more than One Hundred Thousand Dollars ($100,000.00). Any offer of judgment may precede the demand.

¶9 Under the plain language of §1101.1(A), the rejection of an offer followed by a defense verdict does not, standing alone, permit the recovery of attorney fees. The fee-shifting provision applies only when the monetary threshold imposed by §1101.1(A)(5) is also satisfied: the plaintiff must have demanded more than $100,000 in a pleading or in trial proceedings, or the defendant must have offered more than $100,000. Greenwood offered only $10,000. Its entitlement to attorney fees therefore turns on whether Reed made the required demand.

¶10 No Oklahoma decision has addressed the precise circumstances presented here, but the Supreme Court recently examined §1101.1(A) in *Lunn v. Continental Motors, supra.* There, the defendant made a single $300,000 offer covering the claims of several plaintiffs and later sought attorney fees after obtaining a defense verdict. *Id.* ¶2, at 590-91. The defendant argued that it was not required to apportion the offer because the plaintiffs had not apportioned their damages in the petition or discovery responses. The Court nevertheless held that the offer was insufficient because it created uncertainty and failed to state the amount attributable to each plaintiff separately. *Id*. ¶¶20-22, at 594. Although *Lunn* concerned the sufficiency of a defendant's offer rather than a plaintiff's demand, the Court's approach guides our analysis. It recognized the statute's settlement-promoting purpose but declined to rely on that purpose to expand the requirements imposed by the Legislature. *Id*. ¶¶6-8, 20, at 591-92, 594. We likewise apply the conditions stated in §1101.1(A)(5) as written.

¶11 Greenwood does not contend that Reed's Petition or Amended Petition demanded more than $100,000. Each Petition requested judgment "in an amount in excess of $75,000," which did not satisfy the statutory threshold. Greenwood instead relies on the "trial proceedings" alternative, arguing that the original Pretrial Conference Order, considered together with Reed's discovery responses and evidentiary materials, constituted a demand exceeding $100,000. That order identified reasonable expenses of past and future medical care among the damages Reed sought and listed the medical records and life-care plan as proposed exhibits. Reed's medical bills reflected expenses totaling $180,082.88, and the life-care plan projected future care costs exceeding $7 million. The order itself, however, did not identify a specific amount that Reed demanded as judgment. Evidence identifying or substantiating an alleged loss may indicate a plaintiff's estimate of her claim's potential value, but it does not necessarily constitute a demand or request for judgment in that amount.

¶12 Section 1101.1(A)(5) does not define "trial proceedings," but Oklahoma law distinguishes a trial from the proceedings that precede it. A trial is the judicial examination and determination of the issues between the parties. *Gulf, C. & S.F. Ry. Co. v. Smith*, 1954 OK 145, ¶14, 270 P.2d 629, 633. Rule 5 of the Rules for District Court of Oklahoma separately provides for a pretrial conference and order identifying the issues and evidence to be presented at trial. 12 O.S. ch. 2, app., *Rules for District Courts of Oklahoma*, Rule 5. The purpose of that process is "to assist in the orderly administration of a trial and to prevent surprise testimony." *Tull v. Federal Express Corp.*, 2008 OK CIV APP 105, ¶33, 197 P.3d 495, 501. It does not transform the pretrial process into the judicial examination and determination of the parties' claims.

¶13 In any event, on the first day of trial, the court entered an Amended Pretrial Conference Order that omitted Reed's claim for past and future medical expenses and did not list the life-care plan. The attorneys approved the amended order, and the record reflects no objection thereto. Reed thereafter made no request for a specific monetary amount during trial. [2] Thus, the figure upon which Greenwood relies appeared only in pretrial discovery materials associated with claims and exhibits that were omitted from the amended order. Reed never presented those amounts as requests or demands in trial.

¶14 Greenwood argues that this interpretation permits a plaintiff to identify substantial economic damages before trial and later omit those damages to avoid the consequences of §1101.1(A). We do not discount that concern. Although §1101.1(A) serves a settlement promoting purpose, that purpose cannot displace the conditions expressly imposed by the Legislature. *See Lunn*, 2025 OK 29, ¶6, 568 P.3d at 591.

¶15 Applying §1101.1(A)(5) as written, we conclude that Reed did not demand more than $100,000 "in a pleading or in trial proceedings." Her pleadings requested judgment only in excess of $75,000, her pretrial disclosures were not demands made in trial proceedings, and she made no qualifying demand during trial. Greenwood's Offer of

Judgment likewise did not exceed $100,000. [3] Because §1101.1(A)(5) was not triggered, §1101.1(A) provides no basis for an award of Greenwood's requested attorney fees. The district court's order is affirmed.

¶16 AFFIRMED.

PRINCE, V.C.J., concurs, and DOWNING, P.J., dissents.

FOOTNOTES

E. BAY MITCHELL, III, JUDGE:

[1] Greenwood requested $165,495 in attorney fees and $28,015.84 in costs. The cost award is not at issue in this appeal.

[2] The appellate record does not contain a transcript of the trial. However, at the hearing on Greenwood's motion, participating counsel represented that Reed did not request a specific monetary amount during questioning or closing argument.

[3] The statute expressly allowed Greenwood to make a subsequent offer after its original offer was deemed rejected. *See* 12 O.S. §1101.1(A)(1). Greenwood could have independently satisfied §1101.1(A)(5) by offering more than $100,000, but its $10,000 offer remained its only offer.

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Oklahoma Supreme Court Cases		
Cite	Name	Level
1988 OK 20, 755 P.2d 626, 59 OBJ 599,	Toxic Waste Impact Group, Inc. v. Leavitt	Discussed
1954 OK 145, 270 P.2d 629,	GULF, C. & S.F. RY. CO. v. SMITH	Discussed
2007 OK 5, 152 P.3d 880,	BOSTON AVENUE MANAGEMENT, INC. v. ASSOCIATED RESOURCES, INC.	Discussed
2025 OK 29, 568 P.3d 589,	LUNN v. CONTINENTAL MOTORS, INC. et al.	Discussed at Length
Title 12. Civil Procedure		
Cite	Name	Level
12 O.S. 1101.1,	Actions for Personal Injury, Wrongful Death and Certain Specified Actions - Other Actions - Evidence - Applicability - Severability	Discussed at Length