IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

DANA HILL, *Plaintiff-Petitioner,* v. EAN HOLDINGS, LLC d/b/a ENTERPRISE CAR SALES, *Defendant-Respondent.*	)	Case No. 122,055

PETITION FOR WRIT OF CERTIORARI

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March 30, 2026

Petitioner Dana Hill respectfully requests that this Petition for Writ of Certiorari be granted under Okla. S. Ct. R. 1.178 and 1.179 and that the Supreme Court of Oklahoma vacate the decision of the Court of Civil Appeals, Division IV and affirm the decision of the District Court of Oklahoma County. In accordance with Okla. S. Ct. R. 1.179, a copy of the Opinion issued by Division IV of the Court of Civil Appeals is attached to this Petition as Exhibit A. The Opinion of the Court of Civil Appeals was filed March 10, 2026.

REASON FOR REVIEW

Review of the Court of Civil Appeals' decision compelling arbitration is warranted because it is contrary to U.S. Supreme Court precedent. In opposing Respondent EAN Holdings, LLC's (Enterprise's) efforts to compel arbitration of his claims, Petitioner Dana Hill argued that the agreements containing the arbitration clauses, including the arbitration clauses themselves, were void. The Court of Civil Appeals held that, because Mr. Hill's challenge applied to the whole agreements, not just the arbitration clauses, it was for an arbitrator to decide. But the U.S. Supreme Court has said the opposite, that "[w]here a challenge applies 'equally' to the whole contract and to an arbitration or delegation provision, a court must address that challenge." *Coinbase, Inc. v. Suski*, 602 U.S. 143, 151 (2024). The contrary rule—compelling arbitration whenever there is the same challenge to the agreement as a whole as well as the arbitration clause—risks requiring parties to arbitrate when they have not agreed to do so. That is exactly what the Court of Civil Appeals' decision does here: By compelling arbitration of Mr. Hill's dispute without considering his argument that the arbitration agreements are void, Mr. Hill has been forced to arbitrate without a court having determined that he agreed to do so in direct contravention of U.S. Supreme Court precedent.

The question presented for review is: When a party brings the same challenge to an agreement as a whole and an arbitration provision within that agreement, must a court address the challenge—and be satisfied that the parties have a valid agreement to arbitrate—before compelling arbitration?

STATEMENT OF FACT

After Enterprise did not honor three different financing deals it offered Petitioner Dana Hill, it cancelled Mr. Hill's car purchase and repossessed the vehicle. It then sought to compel arbitration of Mr. Hill's resulting legal claims based on the agreements effectuating the transaction that it cancelled—agreements that are now void.

In the fall of 2022, Mr. Hill sought to purchase a used Chrysler from Enterprise. Exh. A, 2. The salesperson assured Mr. Hill that, based on his income and credit history, he should be able to obtain financing for the purchase that met Mr. Hill's requirements for a low monthly payment. Pl.'s Pet. ¶ 9 (May 4, 2023). Based on that representation, Mr. Hill made a down payment to have the Chrysler shipped from out of state to the local dealership. *Id.* ¶ 12. When Mr. Hill arrived at the dealership to turn in his trade-in and pick up the Chrysler, the salesperson told him that he had obtained financing but that his monthly payment would be $101 more than previously discussed and Mr. Hill would have to make an additional down payment. *Id.* ¶ 17. He agreed, traded in his old car, and went home with the Chrysler. Exh. A, 2; Pl.'s Pet. ¶¶ 20-22. The parties executed a Motor Vehicle Delivery Agreement (MVDA), a buyer's order, and a financing agreement. Exh. A, 2.

Enterprise was apparently unable to sell the loan that Mr. Hill had agreed to and, several weeks later, asked Mr. Hill to return to the dealership to enter into a new financing agreement

under which his monthly payments would be higher. Exh. A, 2; Pl.'s Pet. ¶¶ 31-32. At the dealership, the salesperson assured Mr. Hill that the financing would definitely go through the second time around, and Mr. Hill reluctantly agreed to the new terms, entering into a second buyer's order and a new financing agreement. Exh. A, 2; Pl.'s Pet. ¶¶ 33-35.

Two weeks later, the Enterprise salesperson again reached out to Mr. Hill, telling him that, again, the financing had fallen through. Exh. A, 3; Pl.'s Pet. ¶ 36. The salesperson said that Mr. Hill would have to make an additional down payment and would have another increase in his monthly payment of more than $100. *Id.* Mr. Hill declined to sign a third set of documents, in part because he had already started making payments on the second loan. Exh. A, 3; Pl.'s Pet. ¶ 37. Enterprise threatened to have Mr. Hill arrested for stealing a vehicle and repossessed the Chrysler. Exh. A, 3; Pl.'s Pet. ¶¶ 38-39. Mr. Hill contacted Enterprise and asked to have his trade-in, down payment, and monthly payments returned to him. Exh. A, 3. Enterprise refused. *Id.*

Mr. Hill sued Enterprise for its bait-and-switch financing scheme, bringing tort, contract, and consumer-protection claims. Exh. A, 3; Pl.'s Pet. 6. In response, Enterprise moved to compel arbitration of Mr. Hill's claims, relying on the arbitration provisions in the second buyer's order and financing agreement. Exh. A, 3. Mr. Hill opposed the motion on several bases. First, he argued that, as a matter of state regulation, the sale was never consummated, and the agreements containing the arbitration clauses—including the arbitration clauses themselves—are void. Pl.'s Resp. to Def.'s Mot. to Compel 6-9 (Jul. 20, 2023); *see* Pl.'s Resp. 8 (citing *Aguirre v. M&N Dealerships, LLC*, Case No. 117243, at 8-9 (unpublished) (explaining that state law "voids the entire contract, including the arbitration agreement"). Second, he contended that some of his signatures were obtained in violation of law. Pl.'s

Resp. 9-15. Third, he argued that, at any rate, there was no meeting of the minds as to arbitration because there were multiple arbitration agreements containing materially different terms. Pl.'s Resp. 15-19. And fundamentally, he argued, Enterprise should be estopped from trying to enforce the arbitration provisions in agreements that it argues are void—it cannot pick and choose which provisions should be enforced. Pl.'s Resp. 9.

The district court denied Enterprise's motion, agreeing with Mr. Hill that because the financing was never finalized, "[t]he MVDA was cancelled, and all contracts executed prior to the consummation of the MVDA are deemed revoked." Exh. A, 4. Because the contracts—including their arbitration clauses—had been revoked, there were no arbitration clauses remaining to enforce. Exh. A, 4. The court did not reach Mr. Hill's additional arguments.

Enterprise appealed, and the Court of Civil Appeals reversed. The appellate court reasoned that because Mr. Hill's challenges go to the existence of the entire agreements, and not exclusively the arbitration clauses, those challenges were for an arbitrator to decide. Exh. A, 7-8 (internal citation omitted) ("However, a claim which attacks the existence of the contract in general, and not particularly against the arbitration agreement itself, would be for an arbitrator to decide."). The court did not specify under which arbitration provision it compelled arbitration.

THIS COURT SHOULD GRANT CERTIORARI REVIEW BECAUSE THE DECISION CONFLICTS WITH U.S. SUPREME COURT PRECEDENT.

I. Under Binding U.S. Supreme Court Precedent, Challenges Going Both to the Entire Agreement and the Arbitration Clause Are for a Court to Decide.

The U.S. Supreme Court recently confirmed that, under the Federal Arbitration Act (FAA), "[w]here a challenge applies 'equally' to the whole contract and to an arbitration or delegation provision, a court must address that challenge." *Coinbase, Inc. v. Suski*, 602 U.S.

143, 151 (2024). That holding is binding on Oklahoma courts, and to the extent Oklahoma law is to the contrary, it is preempted. *See Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639, 651 (2022) (cleaned up) (noting that state rules that "coercively impose arbitration in contravention of the first principle of [the Court's] FAA jurisprudence: that arbitration is strictly a matter of consent," are preempted). Because the Court of Civil Appeals' decision is contrary to binding U.S. Supreme Court precedent, review by this Court is warranted.[1]

The FAA "reflects the fundamental principle that arbitration is a matter of contract." *Rent-A-Center W., Inc. v. Jackson*, 561 U.S. 63, 67 (2010). "As a result, arbitration agreements are 'valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.'" *Coinbase*, 602 U.S. at 147-48 (quoting 9 U.S.C. § 2). In other words, the FAA "places arbitration agreements on equal footing with other contracts." *Rent-A-Center*, 561 U.S. at 67. Indeed, the federal policy underlying the FAA "is to make arbitration agreements as enforceable as other contracts, but not more so," and arbitration-favoring rules are just as prohibited as rules that disfavor arbitration. *Morgan v. Sundance, Inc.*, 596 U.S. 411, 418 (2022) (internal citation and quotation marks omitted).

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[1] While the courts below did not specifically discuss the FAA, the FAA's substantive requirement that arbitration agreements in contracts "involving commerce" are "valid, irrevocable, and enforceable," is equally binding on state and federal courts. 9 U.S.C. § 2; *Vaden v. Discover Bank*, 556 U.S. 49, 58-59 (2009). *Coinbase* is an interpretation of that federal statutory requirement binding on this Court. *See Akin v. Mo. Pac. R. Co.*, 1998 OK 102, ¶ 30, 977 P.2d 1040, 1052 (acknowledging "that by virtue of the Supremacy Clause, we are bound by the decisions of the United States Supreme Court with respect to the federal Constitution and federal law, and we must pronounce rules of law that conform to extant Supreme Court jurisprudence").

There can be no serious dispute that the purported contracts governing Mr. Hill's attempt to purchase and finance a vehicle that had been shipped across state lines from a large, national car sales company by a large, nationwide bank involved interstate commerce for purposes of the FAA. Moreover, the buyer's order specifically provides that "[t]he FAA applies to this Arbitration Agreement and governs whether a claim is subject to arbitration." Def's Mot. to Compel, Exh. 3. As such, *Coinbase* governs here.

"Given that arbitration agreements are simply contracts," "the first question in any arbitration dispute must be: What have these parties agreed to?" *Coinbase*, 602 U.S. at 148. As such, "before referring a dispute to an arbitrator, the court determines whether a valid arbitration agreement exists." *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 69 (2019).

The U.S. Supreme Court has also held that arbitration clauses can be severed from the remainder of an agreement. Under this severability principle, where a party challenges only the validity of the contract as a whole—but does not specifically challenge the enforceability of the arbitration clause—arbitration must be compelled, and the validity of the larger contract is for the arbitrator to determine: "[U]nless the challenge is to the arbitration clause itself, the issue of the contract's validity is considered by the arbitrator in the first instance." *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445-46 (2006).

Coinbase addressed the question whether, under these longstanding principles, when a party challenges both the contract as a whole and the arbitration clause on the same basis—as Mr. Hill did here—that challenge is for the court or the arbitrator to decide. In *Coinbase*, there was no dispute that the parties initially entered into an agreement with an arbitration clause. 602 U.S. at 146. The plaintiff argued that, as a matter of state contract law, a second agreement superseded the first—including the first agreement's arbitration clause—and so arbitration could not be compelled. *Id.* at 145. In response, Coinbase argued that, under the severability principle, because the plaintiff's challenge went to the agreement as a whole, the question whether the second agreement superseded the first was a question for the arbitrator. *Id.* at 150. The Supreme Court expressly rejected Coinbase's severability argument, holding that a court, not an arbitrator, must determine whether the second agreement superseded the first's arbitration clause: "Where a challenge applies 'equally' to the whole contract and to an

arbitration or delegation provision, a court must address that challenge." *Id.* at 151. The Court explained that "basic principles of contract and consent require that result" because "normally, if a party says that a contract is invalid, the court must address that argument before" enforcing the terms of that agreement. *Id.* So too with arbitration agreements.

Coinbase is dispositive here. Like the plaintiff in *Coinbase*, Mr. Hill is challenging the contracts in their entirety as well as their arbitration clauses—here, on the basis that the agreements and their clauses are void under Oklahoma regulation. *See* Appellee's Br. 8; *infra*, Part II. Applying the severability principle, the Court of Civil Appeals held, as Coinbase argued in *Coinbase*, that because Mr. Hill was challenging the agreements as a whole, the challenge must be decided by the arbitrator in the first instance. Exh. A, 7-8. *Coinbase* makes clear that holding is incorrect. Because the validity of the arbitration clauses are at issue, a court must address Mr. Hill's challenge. Any other result would be at odds with principles of contract and consent.

In addition to its error in relying on the severability principle, the Court of Civil Appeals also misunderstood the nature of Mr. Hill's challenge to the agreements. Mr. Hill is arguing that no agreements to arbitrate exist at all because they were never finalized and are therefore void under state regulation—the conditions precedent to form the contracts were not met. *See* Appellee's Br. 5-6. *See Aguirre* (Appellee's Br., Exh. A) (explaining that, under Oklahoma law, where a car purchase is cancelled for lack of funding, the purchase contracts, including their arbitration agreements, are cancelled before consummation, and there is no agreement to arbitrate). He is not, as the Court of Civil Appeals characterized his arguments, contending that conditions precedent to arbitrability have not been met. Exh. A 6-7. As the Tenth Circuit has acknowledged on multiple occasions, it would be particularly absurd to enforce an

arbitration clause in an agreement before determining that agreement exists, holding that an arbitration provision "cannot be severed from an agreement that does not exist." *Fedor v. United Healthcare, Inc.*, 976 F.3d 1100, 1104 (10th Cir. 2020) (where a party challenged the formation, of an agreement as a whole, they need not specifically challenge an arbitration clause within that agreement). *See also Parisi v. GreenSky, LLC*, No. 23-6218, 2025 WL 1603282, at *3-*5 (10th Cir. June 6, 2025) (where there was no mutual consent on an essential element of a contract, no agreement as a whole was formed, and neither was its arbitration agreement). *See also Buckeye Check Cashing*, 546 at 444 n.1 (noting the distinction between challenges to the validity and to the existence of agreements).

Because Mr. Hill is challenging the existence of the agreements to arbitrate in the first place, consistent with basic principles of contract and consent, *Coinbase* requires a court to determine that a valid agreement to arbitrate exists before it may compel arbitration. Because the Court of Civil Appeals' decision is contrary to that U.S. Supreme Court precedent, this Court's review is warranted.

II. The Agreements and Their Arbitration Clauses Are Void and Cannot Be Enforced.

In considering, as it must, whether there is a valid agreement to arbitrate, a court should find, as the district court did here, that the buyer's order, finance agreement, and their arbitration agreements are void and do not exist. As both the district court and the Court of Civil Appeals in *Aguirre* (Appellee's Br., Exh. A), held, Oklahoma state law voids agreements governing the purchase and financing of a vehicle where the purchase is contingent on obtaining financing and that financing is not approved.[2]

[2] Here, the court of civil appeals (incorrectly) sent this question to arbitrator and did not address it but correctly understood that state law governs the question whether there is an

The MVDA is the agreement "executed as a prelude to an exchange of ownership" that enables the physical transfer of the car to the buyer while approval of financing is pending. Def.'s Suppl. to Reply ISO Mot. to Compel Arbitration, Exh. B (Aug. 21, 2023) (Hill MVDA, providing that the "exchange of ownership of the vehicle" is "subject to Dealer finding a lending institution willing to purchase" the financing contract). The substantive terms of the MVDA are governed by Oklahoma statute and regulation. 47 Okla. Stat. § 563(F) ("All forms used by a new motor vehicle dealer to facilitate delivery of a vehicle pending approval of financing shall be approved by the [Oklahoma Motor Vehicle] Commission."). Among other terms, the MVDA includes a dispute-resolution provision different from that in the buyer's order and different from that in the financing agreement: "Any disputes about this agreement may be brought to the appropriate Motor Vehicle Commission under their respective complaint procedures." Def.'s Suppl., Exh. B.

Under the state-approved terms of the MVDA, if financing is not approved, the parties are put back in the same position they were in prior to commencing the transaction. Specifically, the state-approved agreement gives the consumer the "right to terminate the contract if the finance contract has not been funded within 20 days"; requires the dealer to store any trade-in "until the sale is completed"; prohibits the consumer from being charged any restocking fees if the vehicle is returned; and requires the consumer to pay the dealer for excessive mileage put on the vehicle "during the term of this agreement." Def.'s Suppl., Exh. B. And Oklahoma's regulations explain the consequences when efforts to finance the transaction fall through: Where "the terms of the transaction are dependent on approval of

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agreement to arbitrate. Exh. A, 6 (citing *Rogers v. Dell Comput. Corp.*, 2005 OK 51, ¶ 14, 138 P.3d 826, 830).

financing, but the transaction is never completed and no assignment of the corresponding MSO or title ever occurs as a result of failure to secure said financing, the transaction shall be considered cancelled and no taxes or fees related to that cancelled ownership transfer transaction shall be due." Okla. Admin. Code 260:135-7-211(8).

As *Aguirre* explains, where the transaction is cancelled before it is completed by the terms of the MVDA and Oklahoma regulation, so too are the agreements that would have effectuated that transaction, including their arbitration clauses. Appellee's Br., Exh. A. The purpose of the buyer's order is to transfer the title to the vehicle in exchange for a specified amount of money. Def.'s Mot. to Compel, Exh. 3. If that transfer is cancelled as a matter of law, so too is the agreement that would have made it happen. Likewise, the financing contract provides that the bank will lend Mr. Hill a certain amount of money to purchase the Chrysler and obligates Mr. Hill to repay that loan according to certain terms and at a certain rate of interest. Def.'s Mot. to Compel, Exh. 4. Again, if the conditions predicate to the formation and obligations under that contract are legally cancelled, so too is the contract—including its arbitration clause. As *Aguirre* put it, "[w]hen the contract is revoked by legal right because it *cannot be consummated under the proposed terms*, the contract is voided" and does not exist. Appellee's Br., Exh. A, 11 (emphasis in original). Because the contracts containing the arbitration clauses are void and do not exist, neither do their arbitration clauses. The district court's decision should have been affirmed.

CONCLUSION

For the foregoing reasons, this Court should grant review.

Respectfully submitted,

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March 30, 2026

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the Petition for Certiorari was mailed March, 30, 2026, via U.S. Mail to:

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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

DANA HILL, Plaintiff/Appellee, vs. EAN HOLDINGS, LLC, d/b/a ENTERPRISE CAR SALES, Defendant/Appellant.	)	Case No. 122,055

APPEAL FROM THE DISTRICT COURT OF OKLAHOMA COUNTY, OKLAHOMA

HONORABLE SHEILA D. STINSON, TRIAL JUDGE

REVERSED AND REMANDED WITH INSTRUCTIONS TO COMPEL ARBITRATION

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OPINION BY JAMES R. HUBER, JUDGE:

EAN Holdings, LLC, d/b/a Enterprise Car Sales (Enterprise) appeals the district court's Order Denying Defendant's Motion to Compel Arbitration.

BACKGROUND

In September 2022, plaintiff Dana Hill contacted Enterprise about purchasing a 2019 Chrysler 300 LMT (the Vehicle). As part of the purchase, Hill provided a down payment and traded in his 2017 Malibu. On September 30, 2022, the parties executed several documents in conjunction with the purchase, including a Motor Vehicle Delivery Agreement (MVDA), a Vehicle Buyer(s)' Order (the First Buyers' Order), and a Retail Installment Sale Contract – Simple Finance Charge (with Arbitration Provision) for the financing of the purchase of the Vehicle (First Contract).

Enterprise was unable to obtain financing for Hill's purchase of the Vehicle and asked Hill to sign a second set of purchase documents to attempt to secure different financing. Enterprise informed Hill that he would need to submit an additional down payment and his monthly payments on the Vehicle would increase.

On October 22, 2022, the parties executed a second Vehicle Buyer(s)' Order (the Second Buyers' Order) and Retail Installment Sale Contract – Simple Finance Charge (with Arbitration Provision) (Second Contract). The parties did not execute a new MVDA because Hill was already in possession of the Vehicle. Each

of the vehicle purchase documents contained either a dispute resolution provision or an arbitration provision.

Enterprise was unable to secure financing for the Second Contract and asked Hill to sign a third set of purchase documents. According to Hill, he declined to execute the third set of documents and asked Enterprise for the return of his down payment, the monthly payments made to Enterprise, and the trade-in vehicle. Enterprise refused. Enterprise claims it demanded the return of the Vehicle, but Hill refused. Enterprise subsequently repossessed the Vehicle.

On May 4, 2023, Hill filed a Petition asserting tort and contract-based claims. Enterprise filed a Motion to Compel Arbitration on June 22, 2023, relying on the arbitration provisions set forth in the Second Buyers' Order and the Second Contract and arguing that this action was one for an arbitrator not the court.

Hill objected to the request for arbitration alleging the MVDA was void under law and, therefore, the purchase transaction was cancelled. He also claimed his signatures on the various documents were procured through fraud.

On February 20, 2024, the district court conducted a hearing on Defendant's Motion to Compel Arbitration. The court heard argument regarding whether the MVDA was void under law but did not conduct an evidentiary hearing on Hill's claim of fraudulent inducement. The court set an evidentiary hearing for a later

date if the court found that the MVDA was not void. After hearing argument, the court took the legal issue under advisement.

By order filed on February 22, 2024, the district court denied Enterprise's motion to compel arbitration. The court held:

1. The Motor Vehicle Delivery Agreement ("MVDA") was not consummated under the proposed terms by the lack of funding. The MVDA was cancelled, and all contracts executed prior to the consummation of the MVDA are deemed revoked.

2. The arbitration clauses in question cannot be severed and did not remain in force upon the cancellation of the MVDA.

Enterprise filed Defendant's Motion for Reconsideration on March 6, 2024, asking the district court to reconsider its denial of the motion to compel arbitration. By agreement of the parties, the court denied Defendant's Motion for Reconsideration.[1]

Enterprise appeals.

STANDARD OF REVIEW

"The trial court's denial of a motion to compel arbitration is to be reviewed de novo." *Howell's Well Serv., Inc. v. Focus Grp. Advisors, LLC*, 2021 OK 25,

[1] On December 17, 2025, this Court issued an Order noting that the appellate record did not reflect resolution of the Motion for Reconsideration and directing Enterprise to show cause why this appeal should not be dismissed as premature for want of a final, appealable order disposing of the reconsideration motion. In response, Enterprise provided this Court with a copy of a district court Order denying Defendant's Motion for Reconsideration entered on January 2, 2026.

¶ 6, 507 P.3d 623, 626. De novo review of the record involves a plenary, independent and non-deferential examination of the trial court's legal rulings. *Dobson Tel. Co. v. Oklahoma Corp. Comm'n*, 2019 OK 27, ¶ 17, 441 P.3d 147, 152. This Court will review the denial of a motion to reconsider for an abuse of discretion. *Choate v. Lawyers Title Ins. Corp.*, 2016 OK CIV APP 60, ¶ 17, 385 P.3d 670, 676. "An abuse of discretion occurs when a decision is based on an erroneous conclusion of law or where there is no rational basis in evidence for the ruling." *Id.*

ANALYSIS

Enterprise argues the district court erred in failing to compel arbitration and denying its request for arbitration. Enterprise claims the MVDA was not void and, regardless, the issue of whether the MVDA is void is a question for the arbitrator. Alternatively, Enterprise argues that if the MVDA was cancelled, the arbitration provisions survived the termination of the contract.

Conversely, relying on *Aguirre v. M&N Dealerships, LLC*, No. 117,243 (COCA Div. II April 30, 2020) (unpublished), Hill argues that the financing requirement set forth in the MVDA was a condition precedent which was not met and, therefore, the parties' contract was never consummated. However, *Aguirre* is an unpublished opinion issued by this Court and, therefore, is not precedential in our analysis. *See* Okla.Sup.Ct.R. 1.200(c)(6), 12 O.S.2021, ch. 15, app. 1.

The parties executed three agreements that were part of the same transaction and related to the purchase of the vehicle: the MVDA, also referred to as a Spot Delivery Agreement; a purchase agreement; and a RISC. "Several contracts relating to the same matters, between the same parties, and made as parts of substantially one transaction, are to be taken together." 15 O.S.2021 § 158. Hill focuses on language in the MVDA to argue that obtaining financing is a condition precedent to a valid contract, including a valid arbitration provision. The MVDA provides in relevant part:

> This "Spot Delivery Agreement" is executed as a prelude to an exchange of ownership of the vehicle(s) described herein: *subject to Dealer finding a lending institution willing to purchase the Retail Installment Contract executed by the parties* . . . .

A court should apply ordinary state-law principles that govern the formation of contracts in determining whether a valid arbitration agreement exists. *Rogers v. Dell Computer Corp.*, 2005 OK 51, ¶ 14, 138 P.3d 826, 830. A condition precedent of a contract is one calling "for the performance of some act, or the happening of some event, after the contract is entered into, and upon the performance or happening of which its obligations are made to depend." *Magel v. Nuveen*, 2023 OK CIV APP 13, ¶ 35, 529 P.3d 928, 937 (quoting *Northwestern Nat'l Life Ins. Co. v. Ward*, 1915 OK 1096, ¶ 0, 155 P.2d 524 (Syllabus 3)).

Hill's condition precedent argument does not require denial of Enterprise's motion to compel arbitration. "An arbitrator shall decide whether a condition

precedent to arbitrability has been fulfilled and whether a contract containing a valid agreement to arbitrate is enforceable." 12 O.S.2021 § 1857(C). This statutory language mirrors federal law and ensures that condition precedent issues are typically decided by arbitrators rather than the court.

Oklahoma courts are aligned with this Legislative mandate. In *Magel v. Nuveen*, 2023 OK CIV APP 13, ¶ 36, 529 P.3d 928, 937, this Court held that "[w]here the issue of an unsatisfied condition precedent has been raised relative to an agreement to arbitrate, Oklahoma's Arbitration Act mandates that the arbitrator, not the court, resolve that issue." In a factual situation where the arbitration agreement required signatures from both parties but only one party had signed, the *Magel* Court found that whether this constituted a condition precedent to arbitrability was an issue for the arbitrator to decide.

Further, the claims set forth in Hill's petition reflect that Hill's challenges go to the validity of the entire contract, as opposed to challenging only the arbitration clause. "A claim attacking the enforceability of the arbitration provision itself may be challenged in court. However, a claim which attacks the existence of the contract in general, and not particularly against an arbitration agreement itself, would be for an arbitrator to decide." *Signature Leasing, LLC v. Buyer's Group, LLC*, 2020 OK 50, ¶ 3, 466 P.3d 544, 551 (J. Combs, concurring). *See also Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 449 (2006)("[A]

challenge to the validity of the contract as a whole, and not specifically to the arbitration clause, must go to the arbitrator," not the court.) Hill's challenges must be decided by an arbitrator.

CONCLUSION

Based on the foregoing, we find the district court erred in denying Defendant's Motion to Compel Arbitration. This decision is consistent with Oklahoma's public policy favoring arbitration. *Mathis v. Kerr*, 2024 OK 52, ¶ 34, 551 P.3d 880, 888. The district court's Order denying Defendant's Motion to Compel is reversed and this case is remanded with instructions to grant Enterprise's motion to compel arbitration.

REVERSED AND REMANDED WITH INSTRUCTIONS TO COMPEL ARBITRATION.

BLACKWELL, P.J., and BARNES, J., concur.

March 10, 2026