[Cite as *Weaver v. Artex Oil Corp.*, 2026-Ohio-4395.]

IN THE OHIO COURT OF APPEALS
FIFTH APPELLATE DISTRICT
GUERNSEY COUNTY, OHIO

EDWIN WEAVER, et al., Plaintiffs - Appellees -vs- ARTEX OIL CORPORATION, et al., Defendants - Appellants -vs- MICHAEL WEAVER, et al. Third-Party Defendants - Appellees	Case No. 26CA000011 Opinion & Judgment Entry Appeal from the Court of Common Pleas of Guernsey County, Case No. 23CV33 Judgment: Affirmed Date of Judgment: November 4, 2026

BEFORE: William B. Hoffman, Kevin W. Popham, and David M. Gormley, Judges

APPEARANCES: Hunter M. Wilde and David R. Hudson (Reminger Co., L.P.A.), Toledo, Ohio, for Plaintiffs-Appellees and Third-Party Defendants-Appellees (Edwin Weaver, Martha Weaver, Michael Weaver, Alta Weaver, and Weaver Family Farms LLC); Robert G. Cohen and Matthew M. Zofchak (Kegler, Brown, Hill & Ritter Co., L.P.A.), Columbus, Ohio and Daniel P. Corcoran (Theisen Brock), Marietta, Ohio, for Defendants-Appellants (Artex Oil Company, Artex Energy Group LLC, and McArtdle Family Partnership L.P.); Nicolle R. Snyder Bagnell and Emily A. Davis (Reed Smith LLP), Pittsburgh, Pennsylvania and Nathan D. Vaughan and Giuseppe E. Ionno (Kimble Company), Dover, Ohio, for Defendant-Appellee RHDK Oil & Gas, LLC; Kevin L. Colosimo and Christopher W. Rogers (Frost Brown Todd), Pittsburgh, Pennsylvania, for Defendant-Appellee Ascent Resources – Utica, LLC.

Gormley, J.

{¶1} Defendants Artex Oil Company, Artex Energy Group LLC, and the McArdle Family Partnership challenge a trial-court decision granting summary judgment in favor of plaintiffs Edwin Weaver, Martha Weaver, and Weaver Family Farms LLC on the Weavers' request for declaratory judgments to quiet title in some real property and to find a settlement agreement concerning that property to be valid and enforceable. The three appellants

challenge, too, the trial court's decision granting summary judgment in favor of the Weavers on the appellants' counterclaim against them for fraud.

{¶2} We conclude that the settlement agreement meets all of the required elements of a contract and that it is enforceable against both Artex Oil Corporation and its related enterprise Artex Energy Group. We conclude, too, that those defendants' fraud claims fail as a matter of law. We therefore affirm the trial court's summary-judgment ruling.

The Key Facts

{¶3} In 1968, Ralph and Eleanor Price owned the Guernsey County real property that is at issue in this case. That year, the Prices leased to another person the right to mine some of the underground oil and gas beneath the property in an agreement that the parties refer to as the "Price Lease." In 1975, Edwin and Martha Weaver acquired the property — encompassing roughly 189 acres — from the Prices, subject to the Price Lease.

{¶4} The underground-mineral rights at issue in the Price Lease were later assigned to Guernsey Petroleum Company, and then Guernsey Petroleum in turn assigned to Artex Oil Corporation in 2006 certain oil and gas leases and various underground-mineral interests in multiple parcels of property. That latter assignment included some of the mineral interests addressed in the Price Lease.

{¶5} In May 2011, Artex Oil assigned a lengthy list of leases to Artex Energy Group LLC. The Price Lease was not mentioned explicitly in that assignment, but Artex Oil and Artex Energy operated as though what the parties call the "Utica rights" in the Price Lease were in fact assigned to Artex Energy. And the McArdle Family Partnership — which is aligned with Artex Oil and Artex Energy in this appeal — claims an interest in some of the

oil and gas rights beneath the property based on a royalty agreement that mentions the Price Lease.

{¶6} In November 2017, a company known as Enervest Operating LLC held some of the underground-mineral rights — for certain shale formations under the Weavers' property at certain depths beneath the surface — that were included within the original Price Lease. Enervest that month signed a settlement agreement with the Weavers releasing some of Enervest's interests tied to the Price Lease, but the Weavers and Enervest reaffirmed in that agreement the continuing validity of the Price Lease, and Enervest continued to extract oil and gas from beneath the Weavers' property from a formation and depth in which Enervest retained an underground-mineral interest under the Price Lease.

{¶7} Shortly after finalizing that settlement agreement with Enervest, Edwin and Martha Weavers' counsel contacted Artex Oil's counsel to discuss whether Artex Oil would be willing to release to the Weavers any rights in what Artex Oil claims was described to it as "the expired Price Lease." The Weavers' counsel represented to Artex Oil that Enervest had already reached a similar release-of-rights agreement with the Weavers.

{¶8} Soon thereafter, Artex Oil in 2017 did in fact enter into a settlement agreement with Edwin and Martha Weaver in which Artex Oil gave up all leasehold interests in any "producing" formations beneath five parcels of property owned by the Weavers. Artex also signed a separate release of rights covering the same five parcels, and that release was then filed in the county recorder's office in 2018.

{¶9} In February 2018, Edwin Weaver, Martha Weaver, and Weaver Family Farms LLC (whom we will call the "Weaver Plaintiffs") filed suit against Guernsey Petroleum to quiet title in favor of those plaintiffs concerning any mineral interests held at any time by

Guernsey Petroleum beneath the Weavers' land. The Weaver Plaintiffs did not sue Artex Oil or any of its affiliates in that lawsuit. Because Guernsey Petroleum never responded to the suit, the Weaver Plaintiffs obtained a default judgment in the case soon after it was filed.

{¶10} In October 2018, the Weaver Plaintiffs entered into oil and gas leases with a company known as Halo Land Management LLC, giving that company certain underground-mineral rights at and below a particular depth and in a particular shale formation under the Weavers' property. Soon thereafter, the rights described in those leases were assigned to Ascent Resources – Utica, LLC ("Ascent"). In October 2019, Ascent in turn assigned an undivided one-half interest in the leases to RHDK Oil & Gas, LLC ("RHDK").

{¶11} More than four years after the 2017 execution of the settlement agreement between Edwin and Martha Weaver and Artex Oil, Artex Energy advised Ascent that Artex Energy still owned some mineral interests beneath the Weavers' property by virtue of the Price Lease. Ascent in turn informed RHDK of Artex Energy's claim. In May 2022, Ascent's counsel sent a letter to the Weaver Plaintiffs' counsel advising them that because of the lease dispute, Ascent would be suspending payment of any mineral-related royalties to the Weaver Plaintiffs for oil and gas that Ascent was then extracting from beneath the Weavers' land.

{¶12} This chain of events evidently prompted the Weaver Plaintiffs to file suit in 2023 against Artex Oil and Artex Energy for breach of the 2017 settlement agreement, and those plaintiffs added additional parties and additional claims to the suit in succeeding months.

{¶13} Artex Oil, Artex Energy, and McArdle (whom we will call the "Artex Defendants") then filed counterclaims against the Weaver Plaintiffs as well as a third-party

complaint against Michael Weaver and Alta Weaver. Counterclaims and cross-claims from Ascent and RHDK followed.

{¶14} Addressing dueling summary-judgment motions from the various parties, the trial court found that the settlement agreement and the contemporaneous release of claims that Artex Oil had signed and delivered to Edwin and Martha Weavert in 2017 were valid and enforceable documents, and the trial court therefore granted summary judgment in favor of the Weavers on their request for a declaratory judgment concerning that settlement agreement's validity. The trial court also issued a judgment quieting title in the Weaver Plaintiffs' favor on any mineral interests in their land that the Artex Defendants had claimed to hold.

{¶15} As for the Artex Defendants' counterclaim alleging fraud based on what those defendants said were misrepresentations made to Artex Oil in 2017 by the Weavers' counsel about the Price Lease having expired, the lack of any fiduciary relationship between the Weavers' counsel and Artex Oil doomed any fraud claim as a matter of law, the trial court ruled. All other claims among the parties have been resolved, and the Artex Defendants have now appealed.

This Appeal Is Not Moot, So We Deny the Weavers' Motion to Dismiss It

{¶16} We first address the motion by all five of the Weaver parties asking us to dismiss on mootness grounds the Artex Defendants' appeal. Because the trial court's judgment quieting title to the disputed mineral rights has been recorded with the county recorder and because no stay of that judgment has been issued, any challenge to that judgment here in this appeal is moot, the Weaver parties say.

{¶17} The mootness doctrine ensures that courts address only live controversies in the cases before them. *Mills v. Green*, 159 U.S. 651, 653 (1895). That doctrine ties our hands only if some event has occurred while an appeal is pending that eliminates our ability to grant effectual relief to the winning party. *Miner v. Witt*, 82 Ohio St. 237, 239 (1910). When a favorable judgment cannot give the prevailing party actual relief, we must dismiss the case as moot. *Maurent v. Spatny*, 2025-Ohio-5002, ¶ 2.

{¶18} Generally, a case is moot where a party voluntarily satisfies a judgment. *Blodgett v. Blodgett*, 49 Ohio St.3d 243, 247 (1990). In *Blodgett*, one of the appealing parties voluntarily agreed to accept money kept in escrow to resolve the judgment in the case. *Id.* at 244. Without evidence of coercion or duress, the voluntary acceptance of the money satisfied the trial court's judgment and eliminated an appellate court's ability to grant relief, the Supreme Court concluded. *Id.* at 247. Thus, the case was moot. *Id.*

{¶19} In our view, *Blodgett* and later cases relying on it now stand on shaky ground, given that just this year, the Supreme Court cast doubt on *Blodgett*'s reasoning. *Drushal v. Miller*, 2026-Ohio-3269, ¶ 18, citing *United States v. Hougham*, 364 U.S. 310, 312 (1960). Though *Blodgett*'s holding concerning the effect on an appeal of a voluntary satisfaction of judgment is still binding on Ohio courts, the case's staying power appears doubtful. *Id.* at ¶ 19.

{¶20} What we can say with some certainty, though, is that an involuntary satisfaction of a judgment does not render a case moot. *Id.* In its *Drushal* opinion this year, the Supreme Court drew a clear line between voluntary satisfactions and involuntary ones. In *Drushal*, "[t]he only portion of the judgment that required any conduct was the trial court's direction that the judgment entry be recorded." *Id.* at ¶ 19. The trial court acted on its own

initiative in carrying out its judgment by ordering that act of recording, while the parties themselves took no other steps on their own. *Id.* This was not a voluntary satisfaction of judgment from the losing parties and did not render the case moot, the court explained. *Id.* at ¶ 21.

{¶21} Our case is more akin to this year's *Drushal* decision than to *Blodgett*. As in *Drushal*, we see no evidence that our appellants — the Artex Defendants — have voluntarily satisfied the judgment against them. It was the Weaver Plaintiffs, not the Artex Defendants, who recorded the trial court's judgment with the county recorder. Given the absence of any voluntary satisfaction on the part of the Artex Defendants, their failure to seek a stay "'has no bearing' on the question of mootness." *Drushal* at ¶ 21, quoting *Wells Fargo Bank, Natl. Assn. v. Doberdruk*, 2026-Ohio-2674, ¶ 29. We therefore press on to the merits of the appeal.

Summary-Judgment Standard

{¶22} We review with fresh eyes a trial court's decision to grant summary judgment. *McCord v. Ron Laymon Trucking Co.*, 2005-Ohio-4399, ¶ 19 (5th Dist.). Summary judgment is proper only where no material facts are genuinely in dispute, where the moving party is entitled to judgment as a matter of law, and where reasonable minds, viewing the evidence most strongly against the movant, can reach but one conclusion, with that conclusion being adverse to the non-moving party. *Id.* at ¶ 22; Civ.R. 56(C).

The Trial Court Properly Determined that the Settlement Agreement Was Valid and Enforceable

{¶23} The Artex Defendants argue that the 2017 settlement agreement was not valid or enforceable because, in their view, it lacked the essential elements of a contract.

{¶24} The Supreme Court has defined a contract as "'a promise, or a set of promises, actionable upon breach.'" *Williams v. Ormsby*, 2012-Ohio-690, ¶ 14, quoting *Kostelnik v.*

Helper, 2002-Ohio-2985, ¶ 16. The essential elements of a contract include "'an offer, acceptance, contractual capacity, consideration (the bargained for legal benefit and/or detriment), a manifestation of mutual assent and legality of object and of consideration.'" *Id.*

{¶25} "A meeting of the minds as to the essential terms of the contract" is a requirement to enforcing it. *Kostelnick* at ¶ 16. A valid settlement agreement must contain terms that are "'reasonably certain and clear.'" *Id.* at ¶ 17, quoting *Rulli v. Fan Co.*, 79 Ohio St.3d 374, 376 (1997). The Supreme Court has recognized, however, that "all agreements have some degree of indefiniteness and some degree of uncertainty." *Kostelnik* at ¶ 17 (quotations and citations omitted).

The Weavers Accepted the Settlement Agreement

{¶26} The settlement agreement is not valid, the Artex Defendants argue, because Edwin and Martha Weaver did not provide a signed copy of the agreement to Artex Oil, as required by the agreement.

{¶27} In pressing that view, the Artex Defendants point to a provision of the agreement that allows the document to be executed in counterparts — meaning separate copies — and also providing that "when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties." That language, in the Artex Defendants' view, contemplates that each party will sign the agreement separately and then deliver the signed document to the other parties, and only once that delivery has occurred is the agreement binding, they say.

{¶28} When the Weaver Plaintiffs filed their initial complaint in the trial court in early 2023, they attached a copy of the settlement agreement that was signed only by the vice

president of Artex Oil. When the Weaver Plaintiffs several months later filed their amended complaint, the attached copy of the settlement agreement bore the undated and unnotarized signatures of Edwin and Martha Weaver.

{¶29} Gene Huck, as vice president of Artex Oil, signed a copy of the settlement agreement and the accompanying release of rights on November 28, 2017. Huck testified at a deposition that he provided the signed documents to attorney Daniel Bey, who was counsel for the Weaver Plaintiffs at that time. At his own deposition, attorney Bey testified that he was present in November or December of 2017 when Martha Weaver signed a copy of the settlement agreement, both for herself and as power of attorney for Edwin Weaver. Although he testified that he was present when that signing took place, attorney Bey could not explain why he did not notarize the document or why the date was not filled in when Martha Weaver signed it. Attorney Bey also testified that he believed he then sent the executed settlement agreement to Artex Oil, but he could not confirm at his deposition that he had done so because he no longer had access to his emails from that time period. The Artex Defendants in turn say that they were never given a signed copy of the agreement until the Weaver Plaintiffs attached one to their amended complaint.

{¶30} Based on the trial-court record, we find that whether Edwin and Martha Weaver signed and returned a copy of the settlement agreement to Artex Oil before the lawsuit was filed is a disputed question of fact. It is not, however, a material question of fact.

{¶31} A party's failure to sign a written contract does not necessarily mean that the contract is void. *Stride Studios, Inc. v, Alsfelder*, 2023-Ohio-1502, ¶ 22 (1st Dist.), citing *Richard A. Berjian, D.O., Inc. v. Ohio Bell Tel. Co.*, 54 Ohio St.2d 147, 151–152 (1978). "If one party failed to execute a written contract, yet the parties proceeded to act as if the contract was in

effect, the contract is enforceable." *Hocking Valley Community Hosp. v. Community Health Plan of Ohio*, 2003-Ohio-4243, ¶ 16 (4th Dist.). *See also Kutite, LLC v. Excell Petroleum, LLC*, 780 Fed.Appx. 254, 258 (6th Cir. 2019) ("when an agreement is reduced to writing but is signed by only one of the parties, it is binding on the non-signing party if that party has manifested consent to its terms") (quotations and citation omitted). Performance under the terms of the contract can constitute acceptance. *Hocking Valley* at ¶ 16. And the assent can be shown by the performance of an action or by the failure to take a certain action. *McSweeney v. Jackson*, 117 Ohio App.3d 623, 631 (4th Dist. 1996).

{¶32} The evidence in the record shows that all parties to the 2017 settlement agreement acted in conformity with its terms. The Weaver Plaintiffs did not sue the Artex Defendants when the Weavers filed their quiet-title suit in early 2018 against Guernsey Petroleum, which was the entity that had purportedly assigned some of its rights under the Price Lease to Artex Oil. Presumably that forbearance on the part of the Weaver Plaintiffs was grounded on their understanding that a quiet-title suit against the Artex Defendants was not needed because Artex Oil had given up any interest in the Price Lease minerals under the Weavers' land when Artex Oil signed the settlement agreement and the release of rights in 2017.

{¶33} Artex Oil likewise acted in a manner consistent with a belief that the settlement agreement was valid and enforceable. Shortly after signing the agreement and the release, Artex Oil complied with the agreement's provision calling for the parties to take "whatever reasonable steps are deemed necessary to record of record with the Guernsey County Recorder sufficient evidence of title indicating that settlement has been reached and to effectuate clear title to the Mineral Estate." The release of rights was in fact recorded in April

2018. The Artex Defendants also acted in accordance with the agreement by not asserting any interest in the mineral rights for more than four years.

{¶34} Even if we assume that the Weaver Plaintiffs failed to sign the agreement or provide a signed copy of it to Artex Oil, the parties' actions after Artex Oil signed it show that a meeting of the minds had taken place and that the parties considered the agreement to be valid and binding.

Valid Consideration Supported the Settlement Agreement

{¶35} The Artex Defendants argue, too, that no consideration was provided to them for entering into the settlement agreement, and that lack of consideration, they argue, made the agreement void and unenforceable.

{¶36} A contract is not binding on the parties unless it is supported by consideration. *Williams*, 2012-Ohio-690, at ¶ 15. "Consideration may consist of either a detriment to the promisee or a benefit to the promisor." *Id.* at ¶ 16. "A benefit may consist of some right, interest, or profit accruing to the promisor, while a detriment may consist of some forbearance, loss, or responsibility given, suffered, or undertaken by the promisee." *Id.* Although courts determine whether consideration for a contract was provided, they "may not inquire into the adequacy of consideration, which is left to the parties as 'the sole judges of the benefits or advantages to be derived from their contracts.'" *Id.* at ¶ 17, quoting *Hotels Statler Co., Inc. v. Safier*, 103 Ohio St. 638, 644–645 (1921).

{¶37} The settlement agreement in this case begins with a statement about consideration: "[f]or good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties . . . [the parties] hereby enter into the following Settlement Agreement." That kind of statement is unambiguous and is not subject to explanation by

parol evidence. *McCoy v. AFTI Properties, Inc.*, 2008-Ohio-2304, ¶ 13–14 (10th Dist.) (finding the phrase "for valuable consideration paid" unambiguous and, therefore, finding that "parol evidence was inadmissible to contradict the explicit language in the deed that valuable consideration had been paid").

{¶38} In spite of the agreement's clear statement that consideration had been exchanged, the Artex Defendants argue here that the agreement did not expressly provide any consideration to them. That view is contradicted, though, by the plain language of the agreement that "the Parties wish to avoid the costs, expenses, risks, and burdens of litigation and instead wish to resolve their dispute amicably." This court has applied the "'well-recognized principle of contract law that a promise to forbear to prosecute a claim on which one has a right to sue may be sufficient consideration to support a contract.'" *Kidd v. Kidd*, 2007-Ohio-3931, ¶ 22 (5th Dist.), quoting *Forester v. Scott*, 38 Ohio App.2d 15, 17 (8th Dist. 1973). *See also Harvest Land Co-Op, Inc. v. Hora*, 2012-Ohio-5915, ¶ 16 (2d Dist.) ("[f]orbearance on the part of one party to enforce a legal right, or a waiver of the same, may constitute consideration").

{¶39} Because we find the consideration clause in the settlement agreement to be an unambiguous and valid statement of consideration under Ohio law, we are unwilling to go in search of evidence outside the contract, as the Artex Defendants urge us to do. *See McCoy*, 2008-Ohio-2304, at ¶ 14 (10th Dist.) (finding parol evidence inadmissible to contradict the explicit language that valuable consideration had been paid).

{¶40} And we are not persuaded by the Artex Defendants' argument that even if the settlement agreement provided valid consideration, the filing of the 2023 lawsuit against them by the Weaver Plaintiffs invalidates the agreement and represents a failure of any

consideration. In contrast to a total lack of any valid consideration, "a failure of consideration occurs when a party neglects or refuses to perform or furnish the consideration that was actually agreed upon." *Zeedyk v. 5C's Drying, LLC*, 2026-Ohio-618, ¶ 40 (3d Dist.). The Weaver Plaintiffs failed to provide the purported consideration under the agreement, the Artex Defendants argue, when this case was filed in the trial court.

{¶41} Yet the Artex Defendants conflate the Weavers' forbearance on the filing of a quiet-title suit against them (which served as consideration for Artex Oil's execution of the settlement agreement in 2017) and the Weavers' 2023 filing of this underlying action for an alleged breach by Artex Oil of the settlement agreement. The settlement agreement is a contract that was signed to avoid possible quiet-title litigation between the parties. In exchange for the Weaver Plaintiffs' forbearance of filing suit to determine whether the Artex Defendants held any rights in certain underground minerals, the Artex Defendants agreed to give up any claim to the mineral rights beneath the five real-property parcels listed in the agreement. As contemplated by that agreement, the Artex Defendants executed a release of rights in those same five parcels and caused that release to be recorded in the county recorder's office.

{¶42} From the time when the settlement agreement was executed in November 2017 until early 2022, the parties had no ongoing business relationship with each other, and the Weaver Plaintiffs had no reason to initiate a lawsuit. Only when Artex Energy reached out to Ascent claiming to hold an interest in the property where Ascent was then extracting oil and gas were the Weaver Plaintiffs put on notice that the Artex Defendants were asserting interests that potentially conflicted with the settlement agreement and the release. The assertion by the Artex Defendants that they still held at least some mineral rights that were

the subject of the settlement agreement and release prompted the Weaver Plaintiffs to sue for breach of the agreement.

{¶43} A settlement agreement may be enforced through a suit for breach of contract. *Belcher v. Ernsberger*, 2024-Ohio-2512, ¶ 10 (6th Dist.). An action to enforce a settlement agreement seeks to obtain a judgment from the court that obligates the parties to honor what they earlier agreed upon. The Weaver Plaintiffs did not fail to provide the consideration promised under the 2017 settlement agreement when they filed a suit in 2023 to enforce that agreement.

{¶44} We find that the settlement agreement unambiguously provided consideration to the Artex Defendants and that the Weaver Plaintiffs did not fail to provide the consideration when they filed an action against the Artex Defendants alleging a breach of that agreement.

All Necessary Parties on the Artex Side of the Settlement Agreement Executed That Agreement

{¶45} The Artex Defendants next argue that the settlement agreement could not bind any entities not listed in it. Because Artex Energy and McArdle were not parties to the agreement, the Artex Defendants argue that the agreement is not enforceable against those two entities. The Weavers and the other defendants in turn argue that Artex Oil had the authority to bind Artex Energy to the settlement agreement and that McArdle was not a necessary party to it.

{¶46} The identity of the parties to be bound by a contract is considered an essential term for the contract's enforceability. *Kallas v. Manor Care of Barberton*, 2017-Ohio-76, ¶ 8 (9th Dist.). An agent acting within the scope of his or her authority has the power to bind a principal in contract. The binding of a principal to any contracts made by an agent "typically

requires that the agent make the contracts on the principal's behalf *with actual authority to do so*." *Cincinnati Golf Mgt. v. Testa*, 2012-Ohio-2846, ¶ 24 (emphasis in original). An agency relationship can be express or implied. *Briskey v. KAP Properties, LLC*, 2019-Ohio-4563, ¶ 21 (5th Dist.). Express authority is directly granted to the agent by the principal. *Id*. "'[I]mplied authority is that authority which is incidental and necessary for the agent to carry into effect the powers expressly conferred upon him by the principal.'" *Seniah Corp. v. Buckingham, Doolittle & Burroughs, LLP*, 2018-Ohio-855, ¶ 51 (5th Dist.), quoting *Kaplan Trucking Co. v. Grizzly Falls, Inc.*, 2017-Ohio-926, ¶ 32 (8th Dist.).

{¶47} The doctrine of apparent authority is an additional form of agency. As this court has held, "for a principal to be bound by the acts of his agent under the theory of apparent authority, evidence must affirmatively show the existence of an express agency relationship and: (1) that the principal held the agent out to the public as possessing sufficient authority to embrace the particular act in question, or knowingly permitted him to act as having such authority, and (2) that the person dealing with the agent knew of those facts and acting in good faith had reason to believe and did believe that the agent possessed the necessary authority." *Briskey* at ¶ 22.

{¶48} To be sure, neither Artex Energy nor McArdle are named in the settlement agreement. The Weaver parties argue nonetheless that evidence in the trial-court record demonstrates that Artex Oil had the authority to bind — and did bind — Artex Energy to the agreement.

{¶49} An initial operating agreement for Artex Energy provided that Artex Oil was the initial sole member and manager of Artex Energy. In the first amended and restated operating agreement executed in May 2011, Artex Oil withdrew as a member of Artex Energy

yet continued on as its manager. Under the terms of that amended operating agreement, "the Manager" was given "full and exclusive right, power and authority to manage the business and affairs of the Company [Artex Energy] and to bind the Company." The amended operating agreement also provided that the manager had a duty and obligation "to cause the Company to conduct its business and operations separate and apart from that of the Manager, including . . . causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity." The deposition testimony of Keith McGlone — a corporate representative for Artex Energy — confirmed that Artex Oil was the manager of Artex Energy in 2017 when the settlement agreement with the Weavers was executed.

{¶50} Despite the amended operating agreement's direction for Artex Oil to conduct Artex Energy's dealings in Artex Energy's own name, that operating agreement did not prohibit Artex Oil from conducting business on behalf of Artex Energy or prohibit the officers of Artex Oil from signing agreements on Artex Energy's behalf. Although the 2017 settlement agreement did not mention Artex Energy, that agreement did, by it terms, bind not only Artex Oil, but also its "affiliates, subsidiaries, parents, and related enterprises." And Chadrick Spense — the director of land and shale assets for Artex Energy — said, in written testimony prepared in early 2017 and provided to the Ohio Department of Natural Resources, that Artex Oil was an affiliate and manager of Artex Energy.

{¶51} Furthermore, the settlement agreement provided that the parties "agree and covenant that each has the authority to enter into th[e] agreement and has not transferred or assigned any interest in the Mineral Estate to any person, firm or entity which would prevent the same." Even though Artex Oil had purportedly assigned certain rights under the Price Lease to Artex Energy, Artex Oil represented in the settlement agreement that it had the

authority to release the rights and that it had not assigned any rights that prevented its execution of the settlement agreement.

{¶52} That settlement agreement was signed by Eugene Huck, vice president of operations for Artex Oil. Huck testified at his deposition that he was presented with the settlement agreement by Artex Oil's counsel and that he relied on that attorney's representation that he should sign the agreement. Huck also testified that he read the agreement before signing it but did not ask for any clarification about the mineral interests encompassed by it.

{¶53} In addition to holding the title of vice president of Artex Oil, Huck was also, he testified, on the board of managers for Artex Energy and was an owner of a limited liability company that in turn owned an equity interest in Artex Oil. Huck testified that Artex Oil and Artex Energy have some common ownership and that Artex Energy shares part of Artex Oil's corporate office space. Meanwhile Keith McGlone — the corporate representative for Artex Energy — testified at his deposition that Artex Energy had no separate email domain and that the email addresses for Artex Energy used the domain name "Artexoil.com."

{¶54} McGlone stated in his deposition, too, that Artex Energy became aware of the settlement agreement when Artex Oil became aware of it. McGlone testified that because of Eugene Huck's roles with both Artex Oil and Artex Energy, and because Artex Oil was the manager of Artex Energy, "if Artex Oil Company knows, [then] Artex Energy Group knows." Likewise, Huck himself acknowledged that Artex Energy knew about the settlement agreement and the release of rights when Huck signed those documents for Artex Oil.

{¶55} We find that the clear language of Artex Energy's operating agreement gave Artex Oil, as its manager, the authority to bind Artex Energy to the settlement agreement.

The language in the settlement agreement indicates that Artex Oil had the authority to enter into that agreement on behalf of its "affiliates, subsidiaries, parents, and related enterprises" and that it had not transferred or assigned any interest in the mineral estate that would prevent it from waiving and disclaiming the interests described in the agreement. Artex Oil had at least the implied authority to execute the settlement agreement and the release of rights on Artex Energy's behalf. And Artex Energy thereby received the same consideration that Artex Oil received for executing the settlement agreement: the avoidance of litigation over any Price Lease mineral rights that the Artex Defendants arguably still held before the agreement was reached.

{¶56} And although McArdle argues that it, too, was not made a party to the settlement agreement, it fails to explain how its so-called "overriding royalty interest" made it a necessary party to the agreement. McArdle claims a royalty interest in the rights Artex Energy purportedly held under the Price Lease, but it fails to establish why Artex Oil and Artex Energy could not agree to waive and disclaim any such rights without McArdle's separate approval.

Varying Ownership of the Weaver Parcels of Property Does Not Affect the Validity of the Settlement Agreement

{¶57} The Artex Defendants next contend that the settlement agreement misrepresents ownership of two of the parcels of property. Although the agreement states that Edwin and Martha Weaver are the sole fee-simple owners of the five parcels of real property listed in the agreement, the Weavers owned only three of those parcels when the settlement agreement was executed. The other two listed parcels were owned by Weaver Family Farms LLC or by Michael and Alta Weaver. The settlement agreement and the release did not extinguish the Artex Defendants' rights to any of the five parcels, the Artex

Defendants argue, because the other Weaver owners were not named as parties to that agreement.

{¶58} Michael Weaver — an owner of one of the parcels and the son of Edwin and Martha Weaver — testified at his deposition that he and his wife, Alta, had given his parents the authority to enter into a settlement agreement encompassing the parcel that they owned. As for Weaver Family Farms LLC, that entity, Michel testified, was held by multiple Weaver family members, including his nine brothers. Nothing in Michael's deposition testimony indicates that he or other Weaver family members had any concerns about the parents' decision to accept, on behalf of all owners of the five parcels, Artex Oil's surrender of any remaining interests in the minerals beneath those parcels.

{¶59} Regardless, the settlement agreement's failure to properly identify the owners of two of the five parcels does not affect the validity of that settlement agreement or the accompanying release. By entering into the agreement, Artex Oil waived and disclaimed any interest in the underground minerals beneath all five parcels in exchange for avoiding litigation over ownership of those minerals.

{¶60} The Artex Defendants cannot now use the misidentification issue as a justification for recission of the contract. "'A contract may be rescinded under the doctrine of mutual mistake when the agreement is based upon a material mistake of fact or law.'" *Fahrer v. Fahrer*, 2023-Ohio-4379, ¶ 9 (5th Dist.), quoting *In re Estate of Stamm*, 2006-Ohio-5176, ¶ 25 (11th Dist.). A mistake is considered material when it involves "'a basic assumption on which the contract was made [that] has a material effect on the agreed exchange of performances.'" *Fahrer* at ¶ 9, quoting *Reilley v. Richards*, 69 Ohio St.3d 352, 353

(1994). When there is a mistake as to a material fact, there is no meeting of the minds, and the contract is not valid. *Fahrer* at ¶ 9.

{¶61} The fact that Edwin and Martha Weaver did not own two of the five parcels listed in the settlement agreement is not material to that agreement's enforceability against the Artex Defendants. All evidence in the record supports the view that the two Weavers listed in the agreement as the parcels' owners had the authority to act on behalf of the family business and their son and daughter-in-law for the limited purpose of signing the agreement, and no evidence suggests that the agreement's effect would have been any different had the additional title owners been listed. The agreement's surrender of any mineral rights by the Artex Defendants is not affected by the omission of the names of the true owners who held the corresponding surface rights to the five listed parcels.

{¶62} The same parcels identified in the settlement agreement were also listed in the release of rights, and legal descriptions for all five parcels were attached to both the agreement and the release. All of the individual Weavers and the one Weaver corporate entity that held surface-rights ownership interests in 2017 in the five parcels that are listed in the settlement agreement are now parties to this case, and all urge us to find that the agreement and accompanying release of rights are valid and enforceable.

{¶63} Based on the record before us, we cannot say that the omission of Weaver Family Farms LLC, Mark Weaver, and Alta Weaver from the settlement agreement is a mistake concerning a material fact. The effect of the agreement for the Artex Defendants would be no different had the additional title owners been named in that agreement.

The Trial Court Rightly Found that the Artex Defendants' Fraud Claim Fails as a Matter of Law

{¶64} The Artex Defendants in their counterclaim alleged fraudulent inducement and fraudulent misrepresentation on the part of the Weaver Plaintiffs. That fraud claim was premised on a representation in an email from counsel for the Weaver Plaintiffs to the Artex Defendants' attorney indicating that the land where the Artex Defendants arguably held an interest in some underground minerals was "similarly encumbered by an expired Guernsey Petroleum lease" and that the Weavers had "come to a similar arrangement with EnerVest regarding their rights relative to the Clinton Sands well located on the property."

{¶65} To succeed on a claim of fraud in the inducement, a party must prove "(1) an actual or implied false representation concerning a fact or, where there is a duty to disclose, concealment of a fact, material to the transaction; (2) knowledge of the falsity of the representation or such recklessness or utter disregard for its truthfulness that knowledge may be inferred; (3) intent to induce reliance on the representations; (4) justifiable reliance; and (5) injury proximately caused by the reliance." *Watson v. Thompson*, 2006-Ohio-3828, ¶ 45 (5th Dist.). The Artex Defendants alleged "[a] classic claim of fraudulent inducement," asserting that "a misrepresentation of facts outside the contract or other wrongful conduct induced [them] to enter into the contract." *ABM Farms, Inc. v. Woods*, 81 Ohio St.3d 498, 503 (1998).

{¶66} The Artex Defendants contend that the Weaver Plaintiffs knew that the representation about the Price Lease having expired was false not only because EnerVest was still extracting oil and gas in accordance with that lease but also because the Weavers had just weeks before affirmed to EnerVest that the Price Lease did in fact remain in effect. Yet because of the representation from the Weavers' counsel, Artex was led to believe, the Artex Defendants say, that the Price Lease had expired and that EnerVest had agreed to release all of its rights under that lease.

{¶67} The trial court concluded that the Artex Defendants could not succeed on their fraud claim because the alleged representation made by the Weavers' lawyer was a legal opinion rather than a statement of fact. Finding no fiduciary relationship between the Weavers' lawyer and Artex Oil, the trial court then determined that the Weaver Plaintiffs were entitled to summary judgment on the Artex Defendants' fraud claim against them.

{¶68} "[U]nder Ohio law, a representation of law is an opinion and cannot form the basis of an action for fraud in the absence of a fiduciary relationship." *Lynch v. Dial Fin. Co.*, 101 Ohio App.3d 742, 750 (8th Dist. 1995). A fiduciary relationship has been defined as "a relationship 'in which special confidence and trust is reposed in the integrity and fidelity of another and there is a resulting position of superiority or influence, acquired by virtue of this special trust.'" *Ed Schory & Sons, Inc. v. Francis*, 75 Ohio St.3d 433, 442 (1996), quoting *In re Termination of Emp. of Pratt*, 40 Ohio St.2d 107, 115 (1974). A fiduciary relationship is not created by a business transaction in which the parties deal at arm's length. *See Hoyt v. Nationwide Mut. Ins. Co.*, 2005-Ohio-6367, ¶ 30 (10th Dist.). But if both parties understand that a special trust or confidence has been reposed, a court could determine from the facts and circumstances that a fiduciary relationship existed. *Id*.

{¶69} The representation by the Weavers' attorney was not a factual one but was instead a legal opinion about the validity of the Price Lease at the time he emailed the attorney for Artex Oil. *See Barnes v. Reserve Energy Exploration*, 2016-Ohio-4805, ¶ 28 (7th Dist.) ("Myers' assertions of what he thought the law of Ohio was for Appellants vis-à-vis their oil and gas rights" constituted his opinion and could not be the basis for a fraud claim). Each attorney had a fiduciary relationship with his own client or clients but not with each other or with each other's client or clients. And the attorney for Artex Oil certainly could have

reviewed the Price Lease and the assignment to Artex of rights under that lease in order to draw his own legal conclusion about the ongoing validity of his client's rights under the lease.

{¶70} The Weavers' attorney, according to that attorney's testimony at a deposition, told the Artex Oil attorney that EnerVest retained some rights in a particular well located on the property, and an email from the Weavers' attorney at the time makes reference to this. The Weavers' attorney testified that he offered to provide EnerVest-related documents to the Artex Oil attorney, but that attorney declined, according to the Weavers' lawyer. The two attorneys discussed the validity of the assignment of Guernsey Petroleum's rights under the Price Lease to Artex Oil, and, according to the Weavers' lawyer, the two of them shared the opinion that the assignment was not valid. Nothing in the record casts doubt on the Weaver attorney's recollection of these matters.

{¶71} The agreement that the Weaver Plaintiffs reached with EnerVest in 2017 indicated that EnerVest possessed no right, title, claim, or interest in any minerals below a certain depth in a particular area of the property. That agreement did ratify and affirm the Price Lease, but only as to those rights not waived by EnerVest in the agreement.

{¶72} The Artex lawyer's decision not to review the documents memorializing the Weaver Plaintiffs' agreement with EnerVest deprived him of the opportunity to make his own legal judgments about the effect of the agreement on the status of the Price Lease. It is undisputed from the record that neither the Artex attorney nor any other person on Artex Oil's behalf sought any additional information before the settlement agreement at issue here was executed. That fact undercuts Artex's fraud claim. *See Watson*, 2006-Ohio-3828, at ¶ 48 (5th Dist.) (finding no fraud in the inducement where the allegedly defrauded party never inspected the property or contacted the mortgage holder to determine the assumability of the

mortgage on the property, thereby failing to "fully explor[e] all significant elements associated with his purchase").

{¶73} Because the material facts relevant to the fraud claim are undisputed, the trial court could rightly determine as a matter of law that the Artex Defendants could not succeed on their fraud claim. As the trial court explained, the representation by the Weavers' attorney about the current status of the Price Lease and of the Artex Defendants' rights under that lease was a legal opinion that could not be the basis of a fraud claim, given that no fiduciary duty existed between that attorney and Artex Oil. The Weaver Plaintiffs were, as the trial court found, entitled to summary judgment on the fraud claim against them.

When the Settlement Agreement and the Release of Rights Are Read Together, They Establish That Artex Did in Fact Release All Right, Title, and Interest in the Mineral Rights

{¶74} Even if, the Artex Defendants say, the settlement agreement was valid and enforceable, that agreement did not eliminate all of their leasehold rights. Instead, the agreement, they contend, was, by its terms, limited to "producing formations," which would not include, they say, the non-producing Utica and Point Pleasant formations and certain other ultra-deep formations. According to the Artex Defendants, the only producing formation on the property when the settlement agreement was executed was the Clinton formation.

{¶75} As we explained above, the settlement agreement is a valid and enforceable contract against Artex Oil as well as its affiliate Artex Energy. And the release of rights that was executed contemporaneously with the settlement agreement must be read in conjunction with that agreement.

{¶76} Under the waiver-of-rights provision in the settlement agreement, the Artex Defendants waived and disclaimed "all right, title, and interest to any and all producing formations of Plaintiffs' mineral estate" located on the five specified parcels of property. The separate release of rights, on the other hand, granted, disclaimed, waived and released to Edwin and Martha Weaver "any and all interest in and to the oil, gas, and mineral estate located in, on[,] or under" the same five parcels. When the two documents are compared, the Artex Defendants argue, the scope of the property interest released is different.

{¶77} The release of rights reflects a broader release of any claim in the five listed parcels. And that release does not contain the "affiliates, subsidiaries, parents, and related enterprises" language that is included in the settlement agreement. Instead that release lists Artex Oil as the only entity disclaiming and waiving any rights.

{¶78} The Weaver parties urge us not to view the settlement agreement and the release of rights as two separate and competing documents. Those documents, they argue, were executed as part of the same transaction, and the fact that each document references the other shows that they must be construed together to give effect to the parties' intent.

{¶79} Under longstanding Ohio law, "contracts must be read as a whole, and they must be interpreted in such a manner as to give effect to every provision." *Prudential Ins. Co. of Am. v. Corporate Circle*, 103 Ohio App.3d 93, 98 (8th Dist. 1995). Generally, Ohio courts will construe multiple documents together when they concern the same transaction. *Center Ridge Ganley, Inc. v. Stinn*, 31 Ohio St.3d 310, 314 (1987). And when "one construction of a doubtful condition written in a contract would render a clause meaningless[,] and it is possible that another construction would give that same clause meaning and purpose, then the latter

construction must prevail." *Sunoco, Inc. (R&M) v. Toledo Edison Co.*, 2011-Ohio-2720, ¶ 54 (quotations and citation omitted).

{¶80} In this case, the settlement agreement and the release of rights must be interpreted as a whole, with all provisions and parts in each document construed together as one contract. *See Brause v. Royal Maccabees Life Ins. Co.*, 88 Ohio App.3d 149, 152–153 (3d Dist. 1993) (finding that separating the eligibility requirement of a contract into two parts and applying them separately would lead to an absurd result). The documents were executed on behalf of the Artex Defendants by the same person on the same day. The release-of-rights document was specifically contemplated by the language of the settlement agreement: "As a condition of the settlement herein, the Parties mutually agree to undertake whatever reasonable steps are deemed necessary to record of record with the Guernsey County Recorder sufficient evidence of title indicated that settlement has been reached and to effectuate clear title to the Mineral Estate as set forth herein." And the release of rights reiterates that "under the terms of the Settlement Agreement[,] Artex Oil Company hereby grants, disclaims, waives, and releases any and all interest in and to the oil, gas, and mineral estate."

{¶81} The same parcels of property are listed in both the settlement agreement and the release. Identical legal descriptions for the five parcels are attached as Exhibit A to both documents. The discernible purpose of the release as set forth in the settlement agreement was to create an instrument that could be recorded in the county recorder's office to provide the public with notice of the rights released by Artex in the agreement. And after the release was signed by the vice president of Artex Oil and after that signature was notarized by the company's attorney, the signed release was indeed filed in the county recorder's office.

{¶82} The Artex Defendants maintain that the settlement agreement and the release of rights did not divest Artex Energy of its leasehold rights in the Utica and Point Pleasant formations and other formations more than 300 feet below ground. Those formations, the Artex Defendants say, were "non-producing" ones when Artex Oil signed the settlement agreement, and they therefore were not, in Artex's view, encompassed by that agreement's reference to "producing" formations.

{¶83} Although the settlement agreement uses the term "producing" formations, it does not provide a definition for the term. Even so, the settlement agreement makes clear that Edwin and Martha Weaver were claiming to hold all right, title, and interest in any mineral rights that the Artex Defendants may once have held under the Weavers' land. Above the provision in the settlement agreement in which Artex Oil and its affiliates, subsidiaries, and related enterprises "waive[d] and disclaim[ed] all right, title, and interest to any and all producing formations of the Plaintiffs' mineral estate," a provision appears indicating that the Weavers would, under the agreement, hold "all right, title, and interest to any and all producing formations of the Property below a depth beginning at 300 feet below the top of the Queenston formation, including but not limited to the Utica formation."

{¶84} The Weavers' stated intention in the settlement agreement to hold all right, title, and interest formerly claimed by Artex Oil in the ultra-deep formations and in the Utica and Point Pleasant formations, when combined with the separate written release of "any and all interest in and to the oil, gas, and mineral estate" formerly claimed by Artex Oil indicates that the parties intended for the agreement to cover all rights, title, and interests that Artex Oil, as well as its affiliates, subsidiaries, parents, and related enterprises, had claimed beneath the Weavers' five parcels.

{¶85} Ignoring the language of one provision to give another provision a more favorable interpretation would go against the well-settled rule that contracts must be read as a whole and interpreted in a way that gives effect to every provision. *See Prudential Ins.*, 103 Ohio App.3d at 98. In applying that well-settled rule to this case, we find that the documents, when read as a whole, provided a broad waiver of "any and all interest in and to the oil, gas, and mineral estate" by Artex Oil and its affiliate, Artex Energy. Any other reading of the contract would fail to give effect to some provisions of either the settlement agreement or the release of rights.

The Trial Court Properly Dismissed the Artex Defendants' Counterclaims and Third-Party Claims

{¶86} The trial court did not address the merits of the Artex Defendants' counterclaims against the Weaver Plaintiffs or Artex's third-party claims against Ascent and RHDK. The Artex Defendants sought a declaratory judgment on their claims for negligent misrepresentation, merger of the settlement agreement into the recorded release of rights, judicial estoppel, and specific performance of the settlement agreement. The trial court summarily denied the Artex Defendants' motion for summary judgment on these claims, finding that they were resolved by the court's granting of summary judgment on certain claims in favor of the Weaver Plaintiffs.

{¶87} The Artex Defendants ask this court to reverse the trial court's decision and to remand the case for trial on their counterclaims and third-party claims. Yet in light of our conclusion that the trial court did not err in its substantive rulings on the parties' summary-judgment motions, we agree with the trial court that the Artex Defendants' other claims do not state any independent bases for relief apart from the claims that we have now resolved in the Weaver Plaintiffs' favor.

{¶88} For the reasons explained above, the judgment of the Court of Common Pleas of Guernsey County is affirmed. Costs are to be paid by Appellants Artex Oil Corporation, Artex Energy Group LLC, and McArdle Family Partnership L.P.

By: Gormley, J.;

Popham, P.J. and

Hoffman, J. concur.