Torts: *Kirkpatrick v. Chrysler Corp.*—Are You *Satisfied*—Oklahoma's Rigid Application of the One Satisfaction Rule Is Not So Rigid Anymore

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Torts: Kirkpatrick v. Chrysler Corp.—Are You Satisfied? Oklahoma’s Rigid Application of the One Satisfaction Rule Is Not So Rigid Anymore

I. Introduction

When the Oklahoma Supreme Court decided Kirkpatrick v. Chrysler Corp., it forever altered the application of the one satisfaction rule in Oklahoma. As early as 1949, the court recognized the implicit shortcomings of the rule. However, prior to the Kirkpatrick decision in 1996, the court was disinclined to depart from prior case law advocating strict adherence to the rule. Statutory modifications, persuasive authority, the court’s desire to recognize the true intent of the legislature, and a general consensus regarding the antiquated nature of the one satisfaction rule have prompted the court’s actions in Kirkpatrick.

The Kirkpatrick court takes a significant and necessary step in limiting the unintended, yet harmful, effects of the one satisfaction rule in Oklahoma. The court makes a vital distinction between the rendering of a judgment, whether achieved through actual adjudication or other means, and the full and complete satisfaction of a plaintiff’s claim. Specifically, the court recognizes the specialized nature of an agreed or consent judgment and modifies the application of the one satisfaction rule accordingly.

This note is divided into four principal parts. First, the English legal history of the one satisfaction rule and its counterpart, the release rule, is outlined. Second, this note depicts the state of the law in Oklahoma prior to Kirkpatrick, in terms of the application of the one satisfaction rule and the effect of releases on subsequent suits. This helps to place the Kirkpatrick decision within a historical context. Third, this note examines the rationale behind the rule and the need for modification of existing law. Finally, the holding in Kirkpatrick is scrutinized in an effort to determine the practical implications of the court’s decision with respect to future cases involving a release and satisfaction based upon a compromise and settlement.

2. See infra text accompanying notes 20-21.
3. See Sykes v. Wright, 205 P.2d 1156, 1160 (Okla. 1949) (Halley, J., dissenting) (“The defendants in this case reap where they have not sown, and are being relieved from possible liability when it was not intended.”).
4. Note that the court refers to agreed and consent judgments in synonymous terms, as judgments assented to by the parties which may or may not be a result of actual adjudication regarding the issue of damages, and which may represent merely court approval of a settlement. See Kirkpatrick, 920 P.2d at 126.
5. See infra text accompanying notes 23-25.
II. The English Legal Roots of the One Satisfaction and Release Rules

Generally speaking, all individuals sharing responsibility for the commission of a tort are jointly liable for that tort. At times, the actions of two or more defendants may concur to produce a single, indivisible harm. In such an instance, the parties producing the harm have been considered joint tortfeasors. Where no concert of action exists, but instead the independent actions of two or more parties cause the harm, the parties are known as concurrent tortfeasors. In cases involving concurrent tortfeasors, Professor Prosser, a respected authority on tort law, noted the confusion surrounding the treatment of an injured party's right to redress where multiple tortfeasors are jointly responsible for the harm.

The confusion is largely a result of the American court system's adoption of and adherence to English legal principles. Under English law, each joint tortfeasor was liable for the entire damage which resulted, notwithstanding the fact that her actions combined with those of another tortfeasor to produce the harm. Therefore, if the injured party recovered a judgment, although unsatisfied, the party's claim is said to have merged in the judgment, precluding the initiation of action against other potential tortfeasors. In other words, a plaintiff could recover only one judgment on a joint tort. However, injury caused by tortfeasors not acting in concert with one another would necessarily create two causes of action. Consequently, an

7. See William L. Prosser, Joint Torts and Several Liability, 25 CAL. L. REV. 413, 420 (1937) [hereinafter Prosser, Joint Torts]. The author contrasts English law with the more liberal American view. Under English law, concerted action between the parties was required in order to join the parties in the same cause of action. By contrast, the American approach provided that defendants concurring to produce a single harm could be jointly and severally liable despite the absence of concerted action. See id. at 419-20.
10. See Prosser, Joint Torts, supra note 7, at 414. Where concerted action existed among several tortfeasors, the act of one tortfeasor could be imputed to the group as a whole. Consequently, each joint tortfeasor was liable for the entire harm regardless of the extent of his involvement in the commission of the wrong. See id. at 418.
11. Satisfaction is "the discharge of an obligation by paying a party what is due to him . . . or what is awarded to him by the judgment of a court or otherwise." BLACK'S LAW DICTIONARY 1342 (6th ed. 1990).
12. See Prosser, Joint Torts, supra note 7, at 421.
13. See Prosser, HANDBOOK, supra note 9, at 299 (stating that the law was amended in 1935).
14. See Prosser, Joint Torts, supra note 7, at 421.
unsatisfied judgment against one tortfeasor would not work to bar a subsequent claim against another.\textsuperscript{15}

A separate English rule held that an injured party could receive only one compensation for her loss, and satisfaction of a claim would preclude further legal actions.\textsuperscript{16} This rule was applicable to both joint tortfeasors, acting in concert, as well as concurrent tortfeasors.\textsuperscript{17} Due to their similar nature, the American courts have often confused the practical application of the two rules.\textsuperscript{18}

The widely accepted American common law view was that a judgment against one of several tortfeasors which was unsatisfied would fail to extinguish claims against other potential tortfeasors.\textsuperscript{19} However, a satisfied judgment against one tortfeasor acted to bar subsequent actions against others.\textsuperscript{20} This rule was deemed the one satisfaction rule.\textsuperscript{21} As Prosser noted, the rule has now become "involved in the confused concept of 'joint torts'."\textsuperscript{22}

Consistent with the one satisfaction rule, under common law, a discharge of one or more joint tortfeasors acted to discharge additional tortfeasors.\textsuperscript{23} Subsequent suits were barred, despite the sufficiency of the compensation received by the plaintiff.\textsuperscript{24} The mechanism precipitating such an occurrence could manifest itself in the form of a release\textsuperscript{25} or an accord and satisfaction.\textsuperscript{26} The American courts have encountered difficulty in applying these rules, often confusing release with satisfaction.\textsuperscript{27} In the past, some courts have presumed that any amount paid for a release constitutes full satisfaction of a claim, without regard to the intent of the plaintiff.\textsuperscript{28} This apparently misguided application of the rules exemplifies the confusion surrounding these issues.

The enduring rule that a release of one tortfeasor releases all has not been applied without considerable controversy.\textsuperscript{29} Courts have often strained to avoid the

\begin{itemize}
  \item \textsuperscript{15} See id.
  \item \textsuperscript{16} See PROSSER, HANDBOOK, supra note 9, at 299.
  \item \textsuperscript{17} See id.
  \item \textsuperscript{18} See id.
  \item \textsuperscript{19} See JOHN D. CALIMARI & JOSEPH M. PERILLO, THE LAW OF CONTRACTS § 20-3, at 848 (3d ed. 1987); PROSSER, HANDBOOK, supra note 9, at 299.
  \item \textsuperscript{20} See PROSSER, HANDBOOK, supra note 9, at 300.
  \item \textsuperscript{21} See Kirkpatrick v. Chrysler Corp., 920 P.2d 122, 124 (Okla. 1996). Note that American courts have applied the rule to both joint and concurrent tortfeasors. See PROSSER, HANDBOOK, supra note 9, at 299.
  \item \textsuperscript{22} PROSSER, HANDBOOK, supra note 9, at 300.
  \item \textsuperscript{23} See CALIMARI & PERILLO, supra note 19, at 851.
  \item \textsuperscript{24} See PROSSER, HANDBOOK, supra note 9, at 301.
  \item \textsuperscript{25} A release is a writing or oral statement manifesting an intention to discharge another from an existing or asserted duty. It is the surrender of a cause of action or the giving up of a claim one has against another. See BLACK'S LAW DICTIONARY 1289 (6th ed. 1990).
  \item \textsuperscript{26} See CALIMARI & PERILLO, supra note 19, at 851.
  \item \textsuperscript{27} See id.
  \item \textsuperscript{28} See James F. Thaxter, Comment, Joint Tortfeasors: Legislative Changes in the Rules Regarding Releases and Contribution, 9 HASTINGS L.J. 180, 183 (1958).
  \item \textsuperscript{29} See John H. Wigmore, Release to One Joint-Tortfeasor, 17 ILL. L. REV. 563, 563 (1923) (stating that the release rule, which is derived from the one satisfaction rule, is "a surviving relic of the Cokian
injustices associated with the release rule.30 Some courts developed exceptions to the rule through judicial interpretation.31 Other courts abandoned the rule altogether through specific statutory schemes designed to curtail the harshness of the rule.32

Prior to Kirkpatrick v. Chrysler Corp.,33 the Oklahoma Supreme Court strongly adhered to the one satisfaction rule, relying on considerable precedent.34 In Kirkpatrick, the court takes a different approach and radically alters its position regarding the application of the rule.35 The following text outlines the court's past and present views regarding application of the rule as well as its rationale in each instance.

III. Strict Adherence to the One Satisfaction Rule: Oklahoma Law Prior to Kirkpatrick

Case law prior to Kirkpatrick clearly demonstrates the overall significance of the Oklahoma Supreme Court's decision in Kirkpatrick. In order to fully comprehend the Kirkpatrick court's rationale regarding application of the one satisfaction rule, it is necessary to contemplate the reasoning promulgated in past Oklahoma decisions. The Oklahoma Supreme Court has adhered to the rule for nearly seventy years.36 In 1928, in Cain v. Quannah Light & Ice Co.,37 the court first held that satisfaction of a judgment against one of two or more joint tortfeasors extinguishes the right of the plaintiff to file suit against other tortfeasors. The court's rigid application of the rule over time has been described as nothing short of "mechanistic."39 The court has not wavered in its strict application of the rule in cases involving concurrent tortfeasors. In Brigance v. Velvet Dove Restaurant,40 the court relied upon its consistent prior application of the rule and barred a proceeding

period of metaphysics); see also Thaxter, supra note 28, at 182 ("The rule has been a dangerous trap for unwary litigants and attorneys . . . . [In many cases they have applied it with oftentimes harsh and, perhaps, unjust results.").

30. See Thaxter, supra note 28, at 185 (denoting the California trend towards avoiding the release rule whenever feasible).


33. 920 P.2d 122 (Okla. 1996).


35. See Kirkpatrick, 920 P.2d at 133.

36. See supra note 34.

37. 267 P. 641 (Okla. 1928).

38. See id. at 643.


40. 756 P.2d 1232 (Okla. 1988).
against a potential tortfeasor where satisfaction of judgment was previously recovered against another tortfeasor.\textsuperscript{41} Other decisions by the court have similarly advocated the application of the one satisfaction rule, occasionally despite evidence of obvious intent by the parties to the contrary.\textsuperscript{42}

Likewise, the rule has been stringently applied even in cases involving settlement amounts less than the amount for which the plaintiff has sued,\textsuperscript{43} thereby extinguishing subsequent claims against other potential tortfeasors. Thus, it is apparent that the court's reliance upon the rule may have resulted in unjust consequences by discounting the intent of the parties and perhaps depriving plaintiffs of the right to full compensation for their injuries. The court has, however, attempted to mitigate or avoid the harsh results of the rule where possible.

Oklahoma, like other states, has attempted to sidestep the one satisfaction rule through judicial interpretation and legislative enactment. The court's maneuvering has been particularly evident in cases involving releases given to one of several tortfeasors. For instance, at times the court has distinguished between a release and a covenant not to sue\textsuperscript{44} in order to create an exception to the release rule.\textsuperscript{45} In All American Bus Lines v. Saxon,\textsuperscript{46} the Oklahoma Supreme Court held that a covenant not to sue differs from a release and, unlike a release, it will not discharge other potential tortfeasors.\textsuperscript{47} In other cases, the court has similarly suggested that a release of one tortfeasor which contains a reservation of the plaintiff's right to sue another tortfeasor should be deemed a covenant not to sue, thereby preserving the subsequent claim.\textsuperscript{48}

In Moss v. City of Oklahoma City,\textsuperscript{49} the court interpreted the effect of releases involving concurrent tortfeasors in light of the Uniform Contribution Among Tortfeasors Act (UCATA).\textsuperscript{50} The court held that a release given to one tortfeasor will discharge other potential tortfeasors only if named or otherwise specifically identified in the release as persons to be discharged.\textsuperscript{51} Recent modifications to the Oklahoma version of the UCATA have further clarified the intent of the legislature.

\textsuperscript{41} See id. at 1234.
\textsuperscript{42} See Kirkpatrick, 920 P.2d at 127.
\textsuperscript{43} See, e.g., City of Wetumka v. Cromwell-Franklin Oil Co., 43 P.2d 434, 436 (Okla. 1935). A settlement amount which is less than the amount sued for may be an indication that the plaintiff has failed to receive full compensation for her injury, and as a result, her claim has not been fully satisfied.
\textsuperscript{44} A covenant not to sue is essentially a promise not to sue, either permanently or for a limited period. If the promise is one never to sue, it acts as a discharge. See CALMARI & FERILLO, supra note 19, at 878.
\textsuperscript{46} 172 P.2d 424 (Okla. 1946).
\textsuperscript{47} See id. at 428.
\textsuperscript{49} 897 P.2d 280 (Okla. 1995).
\textsuperscript{50} See id. at 285-86; Uniform Contribution Among Tortfeasors Act, 12 OKLA. STAT. § 832(H)(1) (Supp. 1996). The Act provides for the effect of a release given to one tortfeasor with respect to other potential tortfeasors.
\textsuperscript{51} See Moss, 897 P.2d at 286; Cotner v. Cessna Aircraft Co., 903 P.2d 878, 879 (Okla. 1995).
with respect to this issue and have provided guidance to the court.\textsuperscript{52} The Kirkpatrick majority was asked to go one step beyond Moss and apply the same rule to cases involving the satisfaction of an agreed or consent judgment.\textsuperscript{53}

Given the Oklahoma Supreme Court's aversion to changing the law without good cause, the recently amended version of the UCATA, coupled with persuasive authority in the form of other state court decisions, presented the Oklahoma Supreme Court with a prime opportunity in Kirkpatrick to overrule existing law and substantially alleviate the harshness of the one satisfaction rule in Oklahoma. As a result, the holding in Kirkpatrick is quite significant. Analysis of the court's decision in light of the apparent need for a novel approach to the application of the rule will surely help to provide meaningful insight into Kirkpatrick's potential impact on future cases.

\textbf{IV. Kirkpatrick v. Chrysler Corp.}

As a minor, Jeffrey Kirkpatrick suffered injuries when he fell out of a moving vehicle. The passenger door of the truck in which he was riding opened when the truck turned a corner, resulting in the accident.\textsuperscript{54} Kirkpatrick's mother filed a lawsuit on his behalf against Ricky Tanner, the driver of the truck.\textsuperscript{55} The parties subsequently settled for $10,000 and filed a release and satisfaction of judgment.\textsuperscript{56} The amount of the settlement equaled the maximum amount of insurance liability coverage provided for under Tanner's insurance policy.\textsuperscript{57}

Upon reaching the age of majority, Kirkpatrick filed suit against Chrysler Corporation, the manufacturer of the truck, alleging that defective design and/or manufacture caused his injury.\textsuperscript{58} Chrysler moved for summary judgment, contending that the release and satisfaction of judgment in the prior suit extinguished Kirkpatrick's subsequent cause of action.\textsuperscript{59} Chrysler argued that a judgment had already been fully satisfied against one tortfeasor and, as a result, the one satisfaction rule would prohibit Kirkpatrick from splitting his sole cause of action and apportioning the damages among the concurrent tortfeasors.\textsuperscript{60} The trial court agreed and granted summary judgment for Chrysler, holding that the release and satisfaction of judgment filed in the prior case against the truck driver barred the subsequent suit because a satisfaction of judgment in regard to one concurrent tortfeasor discharged all other tortfeasors.\textsuperscript{61}

The court of appeals reversed the trial court's decision, concluding that the judgment was merely a court approval of a settlement on behalf of a minor.\textsuperscript{62}

\textsuperscript{52} See infra note 109 and accompanying text.
\textsuperscript{54} See id. at 124.
\textsuperscript{55} See id.
\textsuperscript{56} See id.
\textsuperscript{57} See id. at 125.
\textsuperscript{58} See id. at 124.
\textsuperscript{59} See id.
\textsuperscript{60} See id.
\textsuperscript{61} See id. at 123.
\textsuperscript{62} See id. The court is indicating that where a court approves a settlement on behalf of a minor
Additionally, the court determined that only the driver was discharged from further liability, based on the intent of the parties. The Oklahoma Supreme Court granted certiorari to consider the matter and subsequently agreed with the court of appeals' opinion, concluding that the trial court erred in granting summary judgment.

The precise issue under consideration in Kirkpatrick was whether a release and satisfaction of a consent judgment entered against a concurrent tortfeasor in an earlier suit would bar subsequent proceedings against other potential tortfeasors. In Kirkpatrick, the court held that satisfaction of a consent judgment would not normally discharge subsequent suits against other tortfeasors unless such others were specifically designated as persons to be discharged. The court reasoned that to hold otherwise would stifle the intent of the parties and discourage settlement.

V. A New Application of the One Satisfaction Rule in Cases Involving Consent Judgments

In Kirkpatrick, the majority began its analysis by outlining the history of the one satisfaction rule in Oklahoma and its relation to concurrent tortfeasors. The court acknowledged the well-established rule in Oklahoma that concurrent tortfeasors producing a single indivisible injury may each be held responsible for the entire harm if the plaintiff is free from negligence. Applying this principle to the facts in Kirkpatrick, the court concluded that Chrysler and the driver of the truck were each liable for the entire injury suffered by Kirkpatrick. Neither party disputed this fact. Accordingly, Chrysler noted that the Oklahoma Supreme Court has invoked the one satisfaction rule to bar subsequent proceedings against additional tortfeasors in situations involving concurrent tortfeasors and satisfaction of a judgment in regard to one tortfeasor. Additionally, Chrysler argued that in past decisions the court has failed to distinguish between the effect of judgments resulting from a compromise and settlement and those resulting from actual adjudication on the merits. Chrysler relied upon this precedent in contending that the present claim against it should be discharged.

plaintiff, as in this case, there is no actual adjudication on the merits.

63. See id. at 125.
64. See id. at 126, 133.
65. See id. at 124.
66. See id. at 133.
67. See id.
69. See Kirkpatrick, 920 P.2d at 127.
70. See id. at 127.
72. See Kirkpatrick, 920 P.2d at 127.
73. See id. at 124. Based on this contention, Chrysler argued the following are irrelevant: (1) The intent of the parties or the judge, (2) the amount of compensation received by the plaintiff, (3) whether the amount of damages has actually been litigated. See id.
Notwithstanding the current state of the law in Oklahoma, the Kirkpatrick court concluded that the rigid application of the one satisfaction rule may be inappropriate where an agreed or consent judgment based on a settlement is involved.\textsuperscript{74} The court's opinion appears to be founded on the conclusion that the intent of the parties should be controlling, despite the fact that this rationale flies in the face of overwhelming precedent to the contrary.\textsuperscript{75} For instance, in Cain v. Quannah Light & Ice Co.,\textsuperscript{76} the court reasoned that the intent of the parties was immaterial, stating that "[t]he question here involved is not a question of plaintiff's intention; it is a question of her legal right to split her cause of action, to apportion her damage, and to recover by separate actions separate portions thereof."\textsuperscript{77} It is generally acknowledged that the rule is equitable in nature and designed to prevent unjust enrichment by the plaintiff through double recovery.\textsuperscript{78}

The cases following Cain have tended to base their holdings on the finality of judgments, as long as the judgments have been satisfied. Upon full satisfaction of a judgment against one tortfeasor, any subsequent claims against others have been barred, without regard to whether the amount sought and received is equivalent to the damage suffered by the plaintiff.\textsuperscript{79} Scrutinizing this logic, it becomes apparent that in cases involving judgments obtained without actual adjudication on the merits, injustice may result.

The above discussion exemplifies the essence of the controversy in Kirkpatrick. Kirkpatrick essentially dictates that although it may be possible and desirable to receive full satisfaction without adjudication on the merits, such a result is not necessarily always the case. "A judgment may under certain circumstances be a settlement in fact and a judgment in name only."\textsuperscript{80} Moreover, an agreed or consent judgment may not constitute full compensation to the injured party and, accordingly, fail to fully satisfy the plaintiff's claim. It follows then that an examination of the intent of the parties is a critical step in determining whether full satisfaction has occurred.

The Kirkpatrick court considered two distinct types of intent: (1) the intent of the parties that the compensation received should represent full and complete satisfaction of the claim and (2) the intent of the plaintiff to release additional tortfeasors, including the defendant, from liability.\textsuperscript{81} Grounded in the court's analysis of intent is a tacit understanding that the one satisfaction rule is premised upon a fundamental notion that it is the satisfaction of the claim which extinguishes

\textsuperscript{74} See id. at 133.
\textsuperscript{75} See supra note 34.
\textsuperscript{76} 267 P. 641 (Okla. 1928).
\textsuperscript{77} Id. at 643.
\textsuperscript{78} See PROSSER, HANDBOOK, supra note 9, at 299.
\textsuperscript{81} See Kirkpatrick, 920 P.2d at 129-30.
a subsequent claim, not the judgment itself.\textsuperscript{82} Therefore, under the court's reasoning, if the parties did not intend for a claim to be fully satisfied and it was not in fact satisfied, subsequent claims should not be barred simply as a result of a judgment rendered.

Further examination of the case law will help clarify the Kirkpatrick court's decision to take a new approach to the one satisfaction rule when consent judgments are involved. In City of Wetumka v. Cromwell-Franklin Oil Co.,\textsuperscript{83} the court relied almost entirely upon the reasoning put forth in Cain and held that the satisfaction of judgment in a prior case precluded subsequent action by the plaintiff.\textsuperscript{84} The Wetumka court observed that a plaintiff has a right to settle and compromise and receive payment from one joint tortfeasor without precluding action against others.\textsuperscript{85} Yet the court noted that when a judgment has been rendered against a joint tortfeasor and it has been satisfied in full, this releases all claims against additional tortfeasors.\textsuperscript{86} Significantly, although the Wetumka court barred the plaintiff's subsequent claim on this basis, it did acknowledge that the claim must be fully satisfied.\textsuperscript{87} Given the Kirkpatrick court's reasoning that the judgment against the driver did not represent full compensation, and as a result was not completely satisfied, the two cases are not entirely in conflict with one another.

The majority's rationale seems to be in accord with a case previously decided by the Oklahoma Court of Appeals. In Biles v. Harris,\textsuperscript{88} an accident in which the insurer denied coverage prompted the injured plaintiff to sue her insurance agent for the limits of uninsured motorist coverage. The court held that the insurer's payment did not constitute full satisfaction of the judgment and that the adjudication of $10,000 for the plaintiff was meaningful only as a ratification of the settlement.\textsuperscript{89} Likewise, in Kirkpatrick, the settlement amount appears to be based solely on the amount of the driver's insurance policy limits, as opposed to an agreed amount intended to fully compensate the injured party. As a result, the same conclusion may logically be reached.

Finally, Justice Halley addressed the former of the two types of intent, the intent that the compensation represent full and complete satisfaction, in his dissenting opinion in Sykes v. Wright.\textsuperscript{90} The Sykes court held that judgment entered in a wrongful death action for an agreed upon amount constituted a full determination of the cause of action and, when satisfied, extinguished a subsequent claim.\textsuperscript{91} In

\begin{footnotesize}
\textsuperscript{82} See Tulsa v. Wells, 191 P. 186, 191 (Okla. 1920) (citing THOMAS M. COOLEY, COOLEY ON TORTS 159 (2d ed. 1888)).
\textsuperscript{83} 43 P.2d 434 (Okla. 1935).
\textsuperscript{84} See id. at 436.
\textsuperscript{85} See id.
\textsuperscript{86} See id.
\textsuperscript{87} The Wetumka court concluded that the plaintiff had received full satisfaction despite the fact that judgment was less than the amount of the suit. See id.
\textsuperscript{89} See id. at 889. In making this determination, the court reasoned that recoverable damages would likely have been far greater than $10,000. See id. at 888.
\textsuperscript{90} 205 P.2d 1156, 1160 (Okla. 1949) (Halley, J., dissenting).
\textsuperscript{91} See id. at 1159.
\end{footnotesize}
his dissent, Justice Halley noted that while the plaintiff desired settlement to go to judgment, there was no intention to satisfy the plaintiff's claim in full as to the other tortfeasors.92 As a result, he determined that the subsequent claim should not have been discharged.93 Under Justice Halley's reasoning, the rule thwarted the plain intention of the plaintiff to preserve the right to sue other potential tortfeasors.94

In Kirkpatrick, the court similarly determined that the plaintiff did not intend for his judgment and satisfaction thereof to fully compensate him for his injury.95 The court stated that although the judgment was likely intended to be enforceable against Tanner, the amount of damages represented only a compromised sum in the amount of liability insurance coverage.96 In effect, the majority accepted Kirkpatrick's contention that the judgment was merely a court approval, or a memorialization, of a settlement97 in the nature of a friendly suit.98 In so doing, the Kirkpatrick court rejected the rationale promulgated in Cain and the cases that followed it, which disregarded the plaintiff's intentions.99

In addressing Kirkpatrick's intent, however, Chrysler can point to the plain language of the release and satisfaction of judgment which explicitly states that plaintiffs and their attorney "acknowledge receipt of payment in the amount of $10,000 from Ricky Tanner, and his liability insurance carrier, Atlas Mutual Insurance Company, in full and complete satisfaction of all claims, causes of action, and rights, previously asserted herein, for injuries received by Jeffrey Kirkpatrick, both past and future."100 Observing this language, it appears that Chrysler has a compelling argument. The release and satisfaction clearly indicates Kirkpatrick's intent that the payment represent full and complete satisfaction of his claim. However, in response, the court suggests that the language should be read in context with the entry of judgment, which indicates that the amount received was being paid as part of a settlement based on the driver's insurance coverage.101 Read in this manner, the court could rationally conclude that the broad language did not represent conclusive evidence of an agreement to accept $10,000 as full compensation for plaintiff's injuries.102

92. See id. at 1160 (Halley, J., dissenting).
93. See id. (Halley, J., dissenting).
94. See id. (Halley, J., dissenting).
96. See id. (concluding that the judgment was, in fact, an agreed or consent judgment based on the settlement between the parties). It should be noted that underlying such a statement was an assumption by the court that the amount of damages awarded to Kirkpatrick was less than the damages fairly recoverable as a result of his injuries.
97. See id. at 125.
98. The plaintiff contends that the fact that the petition, journal entry of judgment, and release and satisfaction were filed on the same day indicates an intention only to approve the settlement and not to actually adjudicate the issues. See id.
99. See supra text accompanying notes 76-77.
100. Kirkpatrick, 920 P.2d at 125.
101. See Kirkpatrick, 920 P.2d at 125 n.2.
102. See id.
The second type of intent examined by the *Kirkpatrick* court, the intent to release additional tortfeasors, has become mistakenly intertwined with the concept of satisfaction. At common law, releases were under seal. The courts presumed that a sealed release reflected full compensation and, as a result, it acted to discharge other potential tortfeasors. The sealed release was later abolished in most jurisdictions, but many courts continued to hold that the release of one tortfeasor necessarily discharged all other potential tortfeasors. Some courts have even held that a release of one tortfeasor is effective as against all other tortfeasors, despite a statement in the release to the contrary.

The Oklahoma Supreme Court has generally repudiated this doctrine and now holds that a plaintiff may release one joint tortfeasor from liability without releasing all others. Yet, despite the court's treatment of releases, prior to *Kirkpatrick*, the court's steadfast adherence to the one satisfaction rule endured. The *Kirkpatrick* court revealed the court's apparent inconsistency:

We have . . . allowed a plaintiff to do exactly what we prohibited in *Cain v. Quannah Light & Ice Co.* — settle with one tortfeasor for a specified amount of money without discharging other potentially liable tortfeasors — as long as the settlement ended in a dismissal of the case, rather than the taking of an agreed or consent judgment that would be followed by a satisfaction of that judgment filed of record.

The distinguishing factor seems to be the satisfaction of judgment which is filed of record. When an agreed judgment has been satisfied, the court has applied the one satisfaction rule without regard to the intent of the parties. Yet, ironically, where an agreed judgment is involved, an examination of the intent of the parties may be essential to the determination of whether full satisfaction has actually occurred.

In interpreting the effect of the release in *Kirkpatrick*, the court relied primarily on its analysis in *Moss v. City of Oklahoma City*. In *Moss*, the court granted certiorari to consider the effect of section 832(H)(1) of the UCATA on a release

103. See Prosser, *Joint Torts*, supra note 7, at 423; *Condon*, supra note 31, at 532 ("The sealed release was an English practice that became part of American law . . . .") (citing SAMUEL WILLISTON, WILLISTON ON CONTRACTS § 218 (1936)).
104. See *Condon*, supra note 31, at 532.
105. See id.
106. See *Sunset Copper Co. v. Black*, 217 P. 5, 6 (Wash. 1923); *Clark v. Union Elec. Light & Power Co.*, 213 S.W. 851, 854 (Mo. 1919); *McBride v. Scott*, 93 N.W. 243, 244-45 (Mich. 1903).
107. See *All American Bus Lines v. Saxon*, 172 P.2d 424, 428 (Okla. 1946) (holding that release containing a reservation of the right to sue the other joint tortfeasor and dismissal of action for consideration did not release other joint tortfeasor); *Safety Cab Co. v. Fair*, 74 P.2d 607, 609 (Okla. 1937) (finding that release executed upon dismissal of action only released parties intended to be discharged); *Bland v. Lawyer-Cuff Co.*, 178 P. 885, 889 (Okla. 1918) (holding that dismissal and satisfaction of prior cause of action against two of several joint tortfeasors did not release the others where release showed that it was not intended to have such effect).
109. See id.
110. 897 P.2d 280, 280 (Okla. 1995).
111. As it appeared when *Moss* was decided, the relevant portion of the statute is as follows:
which specifically identified settling tortfeasors and contained broad boilerplate language purporting to discharge "any other person, firm or corporation charged or chargeable with responsibility or liability." The Moss court scrutinized the language of the UCATA and determined that the legislature intended to reject the common law rule which "often resulted in an unwitting discharge of other tortfeasors" and instead require a certain degree of specificity prior to discharging non-settling tortfeasors. Significantly, the legislature subsequently amended the relevant section of the UCATA to reflect the Moss interpretation. The Kirkpatrick court concluded that the general rule articulated in Moss was also directly applicable to agreed or consent judgments where the issue of damages had not been litigated. As a result, the failure of the release and satisfaction in Kirkpatrick to specifically identify additional tortfeasors to be discharged justified the court's decision to allow the subsequent claim against Chrysler.

Additionally, the Kirkpatrick court looked to other courts which have previously recognized that application of the one satisfaction rule may be inappropriate when the judgment entered is an agreed or consent judgment. In its analysis, the court placed considerable emphasis upon the holding of a Maryland Court of Appeals case, Welsh v. Gerber Products, Inc. The Welsh court held that the entry of a satisfied judgment order against one tortfeasor did not extinguish subsequent claims by the plaintiff against other concurrent tortfeasors. As in Kirkpatrick, the case involved an agreed judgment based on a settlement amount equivalent to the policy limits of the driver's insurance coverage. The Welsh court reasoned that a

H. When a release, covenant not to sue, or a similar agreement is given in good faith to one of two or more persons liable in tort for the same injury or the same wrongful death:

1. It does not discharge any other tort-feasor from liability for the injury or wrongful death unless the other tort-feasor is specifically named; but it reduces the claim against others to the extent of any amount stipulated by the release or the covenant, or in the amount of the consideration paid for it, whichever is greater.


112. See Moss, 897 P.2d at 282.


114. See id. at 286 (adopting what is known as the "specific identity rule," which requires that the intent of the parties be gleaned from the four corners of the release, and rejecting the use of broad boilerplate language to release unnamed tortfeasors). But see Mussett v. Baker Material Handling Corp., 844 F.2d 760, 762 (10th Cir. 1988) (holding that a broadly worded release was effective against unnamed tortfeasors) (citing Brown v. Brown, 410 F.2d 52, 57 (Okla. 1966)). Note, however, that Mussett was decided prior to the 1995 amendment to UCATA which mandated that other tortfeasors be specifically named. Additionally, Brown was decided prior to the adoption of the Act.


116. See id. at 132-33.

117. See id. at 130.

118. 555 A.2d 486 (Md. 1989). In Welsh, an infant suffered personal injuries when a van struck the station wagon in which he was a passenger. The child was sitting in an infant car seat which failed to restrain him, proximately causing his injuries. See id. at 487.

119. See id. at 487.

120. See id.
consent judgment will not necessarily be the result of actual adjudication of the amount of damages. Therefore, in certain cases, the court must inquire into the intent of the parties. As the United States Supreme Court has stated:

A judgment entered with the consent of the parties may involve a determination of questions of fact and law by the court. But unless a showing is made that that was the case, the judgment has no greater dignity, so far as collateral estoppel is concerned, than any judgment entered only as a compromise of the parties.

The Welsh court analyzed the one satisfaction rule under the issue preclusion, or collateral estoppel, doctrine. The court noted the modern view that a consent judgment would not preclude litigation concerning the amount of damages unless: (1) the issue had previously been litigated or (2) the parties intended preclusion of that issue. Likewise, under Oklahoma law, issue preclusion is applicable to cases involving issues which have previously been litigated and which are "necessary or essential" to the prior judgment.

The Oklahoma Supreme Court's adoption of the Welsh holding in Kirkpatrick directly supplants prior Oklahoma law. The court's decision indirectly acknowledges the necessity for full and complete satisfaction of a claim prior to discharging claims against additional tortfeasors. Where a judgment arises out of an agreement between the parties, the court recognizes that the sole means of determining whether full satisfaction has occurred is to inquire as to whether the parties have either adjudicated the issue of damages or intended for the sum to represent full compensation for plaintiff's damages.

In Kirkpatrick, no actual litigation between the parties occurred. Consequently, under the Welsh standard, the next step is to determine whether the parties intended for the settlement amount embodied in the agreed judgment to fully compensate Kirkpatrick for his injuries. As previously noted, the settlement amount was obviously a reflection of the limits of the driver's insurance policy. Because there is no indication that full compensation was intended, Kirkpatrick's subsequent claim against Chrysler should not be precluded under the issue preclusion doctrine.

The Kirkpatrick court also relied upon a federal court case in Texas, Daniel v. Ansel Co., which rejected the one satisfaction rule where a voluntary agreement

121. See id. at 488, 490.
122. See id. at 488.
124. "Under issue preclusion, once a court has decided an issue of fact or law necessary to its judgment, that issue may not be relitigated between the same parties or their privies in a suit on a different cause of action." Wilson v. Kane, 852 P.2d 717, 722 n.23 (Okla. 1995) (citing Veiser v. Armstrong, 688 P.2d 796 (Okla. 1984)).
125. See Welsh, 555 A.2d at 492.
126. See Carris v. John R. Thomas & Assocs., P.C., 896 P.2d 522, 528 (Okla. 1995). It should be noted, however, that the Carris court distinguished Cain and its progeny based on their factual differences, as Carris did not involve joint tortfeasors and was contractual in nature. See id. at 526.
was involved. The Daniel court noted that an implicit element of those cases applying the one satisfaction rule was that the amount of damages had been judicially determined by a factfinder. This element is not necessarily present in cases involving an agreed judgment, which may merely recite the terms of the settlement.

The Daniel court's analysis was rather significant because it acknowledged the needless distinction between the treatment of a release and an agreed judgment ratifying a settlement. In support for this contention, the court noted the confusion surrounding the satisfaction of a claim and the release of a cause of action, stating: "'satisfaction' is the acceptance of full compensation for an injury whereas a 'release' is the voluntary surrender of a cause of action, which might be gratuitous or given for inadequate consideration." The statement emphasized the need to treat a release no differently from an agreed judgment. After all, the fate of claims subsequent to either ultimately depends upon the degree of satisfaction attained by the party entitled to redress.

The Daniel decision may not have been directly applicable to Kirkpatrick because a Texas statute, concerning claims by minors, mandated the agreement involved in the case. However, the decision was still pertinent to the issues involved in Kirkpatrick. Similar to Daniel, Kirkpatrick involved an agreed judgment made on behalf of a minor, in the nature of a friendly suit. In addition, the plaintiffs in both cases presumably did not intend for the settlement to apply to additional tortfeasors, although neither expressly stated this intention. Accordingly, the Kirkpatrick court acted appropriately in adopting in large measure the rationale promulgated by the Daniel court.

The latter portion of the court's analysis involves a comparison with the relevant sections of the Restatement (Second) of Torts and the Restatement (Second) of Judgments. Although not binding on the court, both Restatements are instructive with regard to the relevant issues in Kirkpatrick. The Kirkpatrick court's holding is consistent with section 886 of the Restatement (Second) of Torts, which states that the discharge of a judgment against one of several tortfeasors is to be treated like a release or covenant not to sue given to a tortfeasor. Accordingly, consistent

128. See id. at 8.
129. See id.
130. Referring to the court approval required for a minor's claim, the court stated, "This approval is ultimately given by a 'judgment' but in every true respect, assuming there has been no actual trial of the controverted facts, the case is in no way different from the situation where an adult plaintiff signs a release." Id.
131. Id. (citing McMillen v. Klingensmith, 467 S.W.2d 193, 195 (Tex. 1971)).
132. See id.
135. See Kirkpatrick, 920 P.2d at 125.
136. See id. at 126.
137. See RESTATEMENT (SECOND) OF TORTS § 886 (1979). Note that the Restatement, like the UCATA, abolishes the distinction between a release and a covenant not to sue. See CALIMARI & PERILLO, supra note 19, at 878 n.26.
with Oklahoma's treatment of the release rule, applying section 886 to Kirkpatrick would result in the failure of the Chrysler claim to be discharged. The court also finds support for its position in section 49 of the Restatement (Second) of Judgments, which provides that when a person is injured due to the actions of concurrent tortfeasors, she has a separate claim against each of the tortfeasors.138 As a result, a judgment against one tortfeasor will not act to bar a claim against other tortfeasors.139 Again, under this rationale, the claim against Chrysler would stand.

Finally, under section 50(1)(a) of the Restatement (Second) of Judgments, the drafters state: "(1) A satisfaction or release of the judgment, or covenant not to execute upon it . . . does not discharge the liability of any of the other persons liable for the loss, except: (a) [to] the extent that the agreement may so provide . . . ."140 As is plainly evident, the language contained in the section is essentially identical to the UCATA language in section 832(H)(1) prior to the 1995 amendment.141 Therefore, given the Oklahoma legislature's amendments to the UCATA, if relied upon, the Restatement language would provide for the same result.

VI. Impact of Kirkpatrick on Oklahoma Law

The Kirkpatrick decision helped to define the boundaries of the applicability of the one satisfaction rule in Oklahoma. The court held that in the absence of actual adjudication regarding the amount of damages, the satisfaction of an agreed or consent judgment will not discharge subsequent suit against other concurrent tortfeasors.142 The court did, however, create two exceptions to application of the rule: (1) when it is shown that the parties intended the settlement amount to represent full compensation for the plaintiff's injuries or (2) when the satisfaction of judgment names or otherwise specifically identifies the tortfeasors as persons to be discharged.143

The first exception, though seemingly logical, presents difficulties because of its inherently subjective nature. It is apparent that in order to determine whether an agreed settlement constitutes full compensation, an analysis by the court must necessarily include an examination of the intent of the parties. In Kirkpatrick, the court concluded that the agreed upon amount of the settlement was not intended to fully compensate Kirkpatrick for his injuries, primarily due to the fact that the settlement amount was equivalent to the driver's insurance coverage.144 For this reason, the facts in Kirkpatrick may be more conducive to a determination of the relevant intent of the parties. Yet, this begs the question: What will be the result

138. See Restatement (Second) of Judgments § 49 (1982).
139. See id.
140. See id. § 50.
141. See supra note 105 and accompanying text.
143. See id.
144. See id. at 126.
in cases involving satisfactions of agreed settlements arrived at through other means? The implicit subjectivity involved in assessing the true level of compensation gleaned from one's intent will undoubtedly result in a lack of uniformity and arguably excessive judicial activism. At least the court's prior adherence to the one satisfaction rule left no doubts as to the outcome of a case involving a prior satisfied judgment. However, despite these concerns, the Kirkpatrick court's decision will surely prompt a fairer result more closely akin to that which the parties actually intended.

The Oklahoma legislature has resolved the ambiguities associated with the second exception to the Kirkpatrick rule, involving identification of parties to be discharged. The 1995 amendment to the UCATA cured many of the ills associated with the previous version of the law. With the modification, the legislature effectively closed the loophole which was previously left open to the judiciary.145 The amendment mandated the use of specificity in naming tortfeasors to be discharged. The Kirkpatrick court further clarified the applicability of the rule first announced in Moss and ensured the same specificity would be required in cases involving consent or agreed judgments, where actual adjudication has not occurred. One result of such a mandate is a reduction in the required level of subjectivity referred to previously. Requiring a higher degree of preciseness in the drafting of written releases should aid immensely in helping to effectuate the intentions of the parties.

It is noteworthy to mention that in one case subsequent to Kirkpatrick, the Oklahoma Supreme Court continued to apply the one satisfaction rule to cases involving agreed or consent judgments, as provided for under Kirkpatrick. In fact, the court has even progressed slightly beyond Kirkpatrick in its modified application of the one satisfaction rule. In Hoyt v. Miller, M.D., Inc.,146 the court recently addressed whether two releases in satisfaction of a judgment filed in a prior action barred subsequent suit against successive, as opposed to joint or concurrent, tortfeasors.147 The Hoyt court applied the standard announced in Kirkpatrick.148 As the Oklahoma Supreme Court previously noted, section 832(H) does not require that the parties act in concert for the Act to be applicable. Rather, the tortfeasors must merely have contributed to the same injury sustained by the plaintiff.149 Given the progression of the judiciary in terms of its application of the one satisfaction rule, there is little reason to believe that the Kirkpatrick standard will fail to be applied with regularity to future cases.

145. See supra notes 113-15 and accompanying text.
147. See id. at 351.
148. See id. at 358 (holding that Kirkpatrick is fully applicable due to the common liability among the tortfeasors).
149. See Shadden v. Valley View Hosp., 915 P.2d 364, 369 (Okla. 1996) (citing In re Jones, 804 F.2d 1133, 1142-43 (10th Cir. 1986)).
VII. Conclusion

The *Kirkpatrick* decision represents welcome relief from the effects of an inherently unjust rule. Proponents of the one satisfaction rule contend that it prevents double recovery by the plaintiff. However, these individuals are mistakenly relying on an antiquated and confused notion of the term "satisfaction." In *Kirkpatrick*, the court finally clarifies and resolves the confusion which was first acknowledged by Professor Prosser many years ago. The court's application of the rule under the UCATA not only includes safeguards designed to prevent double recovery, but it also assures that the intention of the parties will not be discarded as immaterial.

While a consent judgment may involve an agreement in which one party has fully compensated another party, such is not necessarily the case. The extent to which the amount of damages compensates the injured party in the absence of actual litigation is plainly a question of intentions. These intentions must be determined on a case-by-case basis. Earlier decisions failed to recognize that the intent of the parties could alter the extent of satisfaction realized by the plaintiff in cases involving agreed or consent judgments. The *Kirkpatrick* court's application of the one satisfaction rule has ensured that this most critical element of the equation will not be ignored.

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