

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

E I L E D
JAN 4 1971
JOHN H. POE, Clerk
U. S. DISTRICT COURT

T. C. FLAVIN, Individually and)
as Next Friend and Natural)
Guardian of MICHAEL L. FLAVIN,)
Plaintiff,)
vs.)
HENRY C. BIRKENHOLZ,)
Defendant.)

NO. 70-C-86

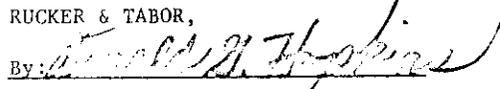
ORDER OF DISMISSAL

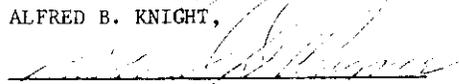
ON this 4th day of ~~December~~ January, 1971, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromises settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.


JUDGE, UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

RUCKER & TABOR,
By: 
Attorneys for the Plaintiff,

ALFRED B. KNIGHT,

Attorney for the Defendant.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MARVIN A. EAGLESTON,)
)
) Petitioner,)
 vs.) No. 70-C-362
)
 UNITED STATES OF AMERICA,)
)
) Respondent.)

FILED
1971
JAN 10 1971
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER DENYING
CERTIFICATE OF PROBABLE CAUSE FOR APPEAL

The petitioner herein, Marvin A. Eagleston, heretofore filed in this Court his Motion under 28 USC 2255 seeking relief from judgment and sentences entered by this Court on or about October 30, 1968.

This Court by Order filed in this case on December 10, 1970, denied petitioner's Motion for the reasons and grounds stated in said Order.

Petitioner now has filed in this Court Notice of Appeal from the above mentioned Order. Petitioner was permitted to proceed under his 2255 Motion in Forma Pauperis, and although not so stated in his Notice of Appeal he seeks to proceed on appeal in forma pauperis evidently under Rule 24 of the Federal Rules of Appellate Procedure.

This is to certify that in the opinion of this Court appellant's attempted appeal is frivolous and not taken in good faith and for the further reasons as set forth in this Court's Order of December 10, 1970.

THEREFORE, petitioner's Motion to Appeal in Forma Pauperis from the Order of this Court entered on December 10, 1970, is denied.

Dated this 4th day of January, 1971.

Lester Bohannon
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MFA MUTUAL INSURANCE COMPANIES,)
)
Complainant,)
)
vs.)
)
TOM TUTTLE, Administrator of the)
Estate of CLARENCE C. TUTTLE,)
Deceased; TOM TUTTLE, Administrator)
of the Estate of IMOGENE TUTTLE,)
Deceased; TOM TUTTLE, Guardian of)
the Person and Estate of TOMMY)
TUTTLE; LOLA DIRCK, Guardian of the)
Person and Estate of SHELIA DIRCK, CHERYL)
L. GILLILAND, BRENDA LOU GILLILAND and)
LINDA SUE GILLILAND, Minors, Individually,)
and LOLA DIRCK, as Guardian of Shelia)
Dirck, Cheryl L. Gilliland, Brenda Lou)
Gilliland and Linda Sue Gilliland, Minors,)
and James Albert Gilliland, as next of)
kin of Janice Gilliland and Bradley)
Gilliland, deceased; MAXINE GOFF,)
individually, and MAXINE GOFF, as)
Administratrix of the Estate of Donald)
Lee Scroggins, deceased, and MINNIE)
GOFF,)
Defendants.)

150
No. 69-C-510

FILED
JAN 5 1971
John J. Roe, Clerk,
U. S. DISTRICT COURT

J U D G M E N T

Based upon the Findings of Fact and Conclusions of Law this day filed with the Clerk of this Court, it is

THE JUDGMENT AND DECREE of this Court that Policy No. 35-1-917758001 issued to Minnie Goff, as the named insured, does not provide insurance coverage for the accident which occurred on February 2, 1968, to Minnie Goff, Maxine Goff, individually and Maxine Goff, as administratrix of the estate of Donald Lee Scroggins, deceased.

IT IS THE FURTHER JUDGMENT of this Court that judgment be entered in favor of the plaintiff, MFA Mutual Insurance Companies, against each of the defendants.

Dated this 4th day of January, 1971.

Luther Bohannon
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JAN 11 1971
U.S. DISTRICT COURT

BERNICE WALKER,
Plaintiff,

vs.

DR. LAWRENCE K. JOHNSON, DR.
CLARENCE A. JOHNSON and
AFTON MEMORIAL HOSPITAL,

Defendants.

)
)
) 70-C-81
)
) FILED
) JAN 6 1971
) JOHN T. ... Clerk
) U.S. DISTRICT COURT

SAM WALKER,
Plaintiff,

vs.

DR. LAWRENCE K. JOHNSON,
DR. CLARENCE A. JOHNSON and
AFTON MEMORIAL HOSPITAL,

Defendants.

)
)
) 70-C-32
)
)
)
)
)
)
)
)
)
)

ORDER CONSOLIDATING

SUA SPONTE, IT IS ORDERED BY THE COURT THAT:

Cause number 70-C-82 be and it is hereby consolidated with
cause number 70-C-81.

ENTERED this 6th day of January, 1971.


UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JOHN J. MORGAN, and MARY DEAN
BOWEN, individually, and as
widow of, as Heir of and as
Administratrix and Personal
Representative of the Estate of
MILES WHEELER BOWEN, Deceased,
etc., et al.,

Plaintiffs,

vs.

SPARTAN AVIATION, INC.,

Defendant.

FILED
JAN 6 1971
JOHN H. POE, Clerk
U. S. DISTRICT COURT

70-C-72

ORDER SUSTAINING PLAINTIFFS' APPLICATION TO
DISMISS WITHOUT PREJUDICE AND ORDER DISMISSING COM-
PLAINT AND CAUSE OF
ACTION

The Court has for consideration the plaintiffs' applica-
tion to dismiss this action without prejudice and being fully
advised in the premises, finds:

That said application should be sustained and the
complaint and cause of action should be dismissed without pre-
judice.

IT IS, THEREFORE, ORDERED that plaintiffs' application
to dismiss be and it is hereby sustained and the complaint and
cause of action are ordered dismissed without prejudice.

ENTERED this 6th day of January, 1971.


UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

Phillips Petroleum Company,
a corporation,

Plaintiff,

-vs-

M. P. Appleby, Jr.,

Defendant.

70-0-141
FILED

JAN 12 1971

JOHN H. POE, Clerk
U. S. DISTRICT COURT

JUDGMENT AND DECREE

This cause came on for hearing on the motion of plaintiff for judgment pursuant to the terms of a settlement agreement attached to stipulation of settlement filed herein on October 8, 1970, by which it was agreed that if defendant failed to pay plaintiff the sum of \$26,500.00 on or before December 1, 1970, then, in that event, plaintiff should be entitled to judgment against defendant in the sum of \$32,000.00 and costs with interest at 10 per cent per annua from date of judgment and a further judgment authorizing plaintiff to retain all of defendant's interest in and to the Heller and Appleby Joint Credit Account--North Corn Unit, Washita County, Oklahoma. And it appearing to the Court that defendant has failed to pay said \$26,500.00 or any part thereof to plaintiff, IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff, Phillips Petroleum Company, a corporation, have judgment against the defendant, M. P. Appleby, Jr., in the sum of \$32,000.00, together with interest thereon at the rate of 10 per cent per annum from date of judgment and for its costs, to be hereinafter taxed on notice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff is authorized to retain defendant's interest in the above mentioned Heller and Appleby Joint Credit Account in the sum of \$2,656.35, which sum is not to be credited upon the judgment entered herein, said judgment of \$32,000.00 being the amount owing to plaintiff in addition to said \$2,656.35 heretofore assigned by defendant to plaintiff and applied by plaintiff to its own account.

DATED this 12th day of January, 1971.

Allen E. Zarsan
UNITED STATES DISTRICT JUDGE

O.K.

Edward J. Fauss

Edward J. Fauss
Attorney for Plaintiff

O.K.

Martin, Logan, Moyers, Martin & Conway

By *Jerry Dickson*
Attorney for Defendant.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

BOARD OF TRUSTEES, PIPELINE :
INDUSTRY BENEFIT FUND, :

Plaintiff, :

vs :

No. 70-C-342

DARRELL G. SAPP & COMPANY, :

Defendant. :

FILED
JAN 12 1971
JOHN H. POE, Clerk
U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

NOW on this 12th day of January 1971 this matter coming on to be heard upon the motion of Plaintiff for default judgment; Plaintiff appearing by and through its attorneys Dyer, Powers and Marsh, by William K. Powers, and Defendant having been duly and properly served with good and sufficient summons, all according to law, more than twenty days prior hereto, and the Court having called the Defendant three times in open court and Defendant, having failed to plead, answer or otherwise defend, appeared not.

That the Court approves the service of process herein and after hearing the testimony of witnesses sworn and examined in open court, having examined the files and records in the case and being fully advised in the premises, finds that the material allegations contained in Plaintiff's petition are true.

And the Court finds that the Defendant Darrell G. Sapp & Company is justly indebted to the Plaintiff in the sum of \$3,129.96, and that Plaintiff should have judgment in the sum of \$3,129.96. That Plaintiff is entitled to attorney's fee of \$500.00 for the use and benefit of its counsel, Dyer, Powers and Marsh, to be taxed as costs, and for Plaintiff's costs herein expended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the service of process on the Defendant be and it is hereby approved, and that the Plaintiff have judgment against the Defendant

Darrell G. Sapp & Company for the sum of \$3,129.96, with interest thereon at the rate of 10% per annum from the date of judgment until paid, together with \$500.00 attorney's fees to be taxed as costs, and for the plaintiff's costs expended herein.


J. Allen E. Surratt
Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

M. LLOYD FREESE and
DOROTHY M. FREESE,

Plaintiffs

vs.

UNITED STATES OF AMERICA,

Defendant.

68-C-247

FILED

JAN 13 1971

JOHN H. POE, Clerk
U. S. DISTRICT COURT *h*

JUDGMENT

In accordance with the findings of fact and conclusions
of law entered by the Court in this cause,

IT IS, THEREBY ORDERED, ADJUDGED, and DECREED that the
plaintiffs do have and recover of the defendant the sum of
\$2,639.83, plus interest as provided by law, and that the
plaintiffs' claim in all other respects be denied and that
the costs be borne equally between the plaintiff and the
defendant.

ENTERED this 13th day of January, 1971.

Allen L. Barrow

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

ORAL ROBERTS UNIVERSITY;
AETNA CASUALTY & SURETY COMPANY;
and HARTFORD STEAM BOILER
INSPECTION AND INSURANCE COMPANY,

Plaintiffs,

vs.

AUTOMATIC SWITCH COMPANY, a
foreign corporation, and
INTERNATIONAL HARVESTER COMPANY,
a foreign corporation,

Defendants.

No. 69-C-296

FILED

JAN 18 1971

JOHN H. POE, Clerk
U. S. DISTRICT COURT

DISMISSAL WITH PREJUDICE

Come now the plaintiffs, Oral Roberts University, Aetna Casualty and Surety Company and Hartford Steam Boiler Inspection and Insurance Company, and dismiss the above styled and numbered cause of action with prejudice to the bringing of a future action.

Dated this _____ day of January, 1971.

ORAL ROBERTS UNIVERSITY
AETNA CASUALTY & SURETY COMPANY
HARTFORD STEAM BOILER INSPECTION
AND INSURANCE COMPANY, Plaintiffs

By: _____
George A. Farrar, their attorney

Come now the defendants, Automatic Switch Company, a foreign corporation, and International Harvester Company, a foreign corporation, by and through their counsel of record, and consent to the dismissal of the above styled and numbered cause of action with prejudice to the bringing of any future action.

Thomas R. Brett

Bryan W. Fabor,
Attorneys for Automatic Switch Company

Joseph A. Sharp
Attorney for International Harvester Company

IT IS HEREBY ORDERED that the above styled and numbered cause be dismissed with prejudice.

United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

BOARD OF TRUSTEES, PIPELINE :
INDUSTRY BENEFIT FUND, :

Plaintiff, :

vs

No. 70-C-319

NORTHERN GASLINE CONSTRUCTION, :
INC., :

Defendant. :

FILED

JAN 18 1971

JOURNAL ENTRY OF JUDGMENT

NOW on this 18th day of January, 1971 this matter coming on to be heard upon the motion of Plaintiff for default judgment; Plaintiff appearing by and through its attorneys Dyer, Powers and Marsh, by William K. Powers, and Defendant having been duly and properly served with good and sufficient summons more than twenty days prior hereto, and the Court having called the Defendant three times in open court and Defendant, having failed to plead, answer or otherwise defend, appeared not.

That Defendant was served with summons herein on or about October 21, 1970 by Certified Mail #382988, which is filed in the Court file herein. That Defendant was served with a copy of the Motion for Default Judgment by Certified Mail #682858, which copy was received on December 28, 1970.

That the Court approves service of process herein and after hearing the testimony of witnesses sworn and examined in open court, having examined the files and records in the case and being fully advised in the premises, finds that the material allegations contained in Plaintiff's petition are true.

And the Court finds that Defendant Northern Gasline Construction, Inc. is justly indebted to the Plaintiff in the sum of \$8,077.55 plus penalty, amounting to \$1,211.63, for a total of \$9,289.18, and that Plaintiff should have judgment in the sum of \$9,289.18. That Plaintiff is entitled to attorney's fees computed at the rate of 20% thereof, of \$1,857.84 for the use and benefit of its counsel Dyer, Powers and Marsh, to be taxed as costs, and for Plaintiff's costs herein expended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that service of process on the Defendant be and it is hereby approved, and that the Plaintiff have judgment against the Defendant Northern Gasline Construction, Inc., for the sum of \$9,289.18 with interest thereon at the rate of 10% per annum from the date of judgment until paid, together with \$1,857.84 attorney's fees to be taxed as costs, and for the Plaintiff's costs expended herein.

J. L. Johnson
Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

Civil Action No. 70-C-330

vs.

Joseph Lee Anthony and
Kay Edra Anthony, and Tulsa Bell
Federal Credit Union, Inc.,

Defendant.)

FILED
JAN 21 1971
JOHN H. POE, Clerk
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 21 day of January, 1971. **The defendants**, Joseph Lee Anthony and Kay Edra Anthony, and Tulsa Bell Federal Credit Union, Inc., appearing not; and

The Court being fully advised and having examined the file herein finds that due and legal personal service of summons has been made on the defendant, Tulsa Bell Federal Credit Union, Inc., on October 26, 1970, and a Disclaimer was filed by this defendant on November 10, 1970; and

It further appearing and the Court finds that legal service by publication was made upon the defendants, Joseph Lee Anthony and Kay Edra Anthony, as appears by Proof of Publication filed herein on January 15, 1971, requiring each of them to answer the complaint filed herein not later than January 13, 1971, and it appearing that said defendants have failed to file an answer herein and their default has been entered by the Clerk of this Court; and

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note on the following described real property located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma, to-wit:

Lot Eight (8), Block Ten (10), Suburban Acres
Second Addition to the City of Tulsa, Tulsa
County, State of Oklahoma, according to the
recorded plat thereof.

The Court further finds that the material allegations of plaintiff's complaint are true and correct;

That the defendants, Joseph Lee Anthony and Kay Edra Anthony, did, on October 22, 1968, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$10,500.00, with interest thereon at the rate of 7 per cent per annum, and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the defendant, Tulsa Bell Federal Credit Union, Inc., disclaims any interest in and to the said property which is the subject of this action; and

It further appears that the defendants, Joseph Lee Anthony and Kay Edra Anthony, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on December 22, 1969, which default has continued and that by reason thereof the defendants, Joseph Lee Anthony and Kay Edra Anthony, are now indebted to the plaintiff in the sum of \$10,374.86, as unpaid principal, with interest thereon at the rate of 7 per cent per annum from December 22, 1969, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, United States of America, have and recover judgment against the defendants, Joseph Lee Anthony and Kay Edra Anthony, for the sum of \$10,374.86, with interest thereon at the rate of 7 per cent per annum from December 22, 1969, until paid, plus the cost of this action accrued and accruing, and the sum of \$30.00 expended for abstracting fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon failure of the defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal, the above-described real property and apply the proceeds thereof in satisfaction of plaintiff's judgment. The residue, if any, to be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, the

defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part hereof.

St. James Dougherty

UNITED STATES DISTRICT JUDGE

APPROVED:

St. Robert P. Banlee

ROBERT P. BANLEE
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SHARON KAY HOLMES,)
)
) Plaintiff,)
 vs.)
)
 JAMES WALTER WACK,)
)
) Defendant.)

No. 68-C-224 ✓

FILED

JAN 25 1971 *m*

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER

The plaintiff in this case has filed an affidavit requesting the undersigned Judge to disqualify himself from taking any further action in this case. The undersigned Judge has examined the affidavit together with supporting certificate executed by the attorney for the plaintiff, Mr. Jack B. Sellers, and having considered said affidavit and the contents thereof, together with the record in this case and assuming the allegations set forth in the affidavit, except conclusions, to be true, it is insufficient to require the undersigned to disqualify. The statements made in the affidavit do not show nor is it a fact that the undersigned is prejudiced in this case.

THEREFORE, the affidavit to disqualify the undersigned Judge is denied.

Dated this 22nd day of January, 1971.

Arthur Bohannon
United States District Judge

The Nelson County Board of Health, with the following as defendant
Cateryn Anderson, that each of the defendants named in the
said writ are ordered to answer to the same on the 10th day of

1922/11

W. Luther Belmont
W. LUTHER BELMONT, CLERK OF THE COURT
COUNTY OF NELSON, MISSOURI
CITY OF WARREN, MISSOURI

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

PIPELINE INSPECTION COMPANY, INC.,)
 a corporation,)
)
 Plaintiff,)
)
 vs.)
)
 COPEL INTERNATIONAL, INC.,)
 a corporation,)
)
 Defendant.)
)

Civil Action
No. 70-C-374

FILED
JAN 25 1971
JOHN H. POE, Clerk
U. S. DISTRICT COURT

J U D G M E N T

The Court having heretofore approved the Stipulation of the parties, having made Findings of Fact and Conclusions of Law, and having entered its Order for Judgment, now, pursuant thereto:

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that plaintiff have and is hereby granted judgment against the defendant in the sum of \$37,762.06, with interest thereon at the rate of 6% per annum from August 17, 1970, together with an attorney's fee of \$1,500.00, and for the costs of this action.

Dated this 22nd day of January, 1971.

Luther Echanon
Luther Echanon
United States District Judge

APPROVED:

Ungerman, Grabel, Ungerman & Leiter

By: William Leiter
Attorneys for Plaintiff

Rosenstein, Livingston, Fist and Ringold

By: David Just
Attorneys for Defendant

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

FILED
JAN 26 1971
JOHN H. POE, Clerk
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SOUTHWIDE BAPTIST FOUNDATION)	
and CADENCE CORPORATION,)	
)	
Plaintiffs,)	70-C-28
)	
vs.)	
)	
TULSA CRUDE OIL PURCHASING)	
COMPANY,)	
)	
Defendant.)	

ORDER DISMISSING PLAINTIFFS' CAUSE
OF ACTION

SUA SPONTE, IT IS ORDERED by the Court:

That in the exercise of the Court's inherent power to facilitate the orderly progress of cases on its docket, and in view of the fact that the record reflects that plaintiffs have failed to prosecute the instant litigation and have failed to comply with the Court's order entered herein on January 14, 1971,

The Cause of Action and Complaint filed by the plaintiffs be and the same are hereby dismissed.

ENTERED this 26 day of January, 1971.


UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR
NORTHERN DISTRICT OF OKLAHOMA

FILED
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA
TULSA, OKLAHOMA

TAYLOE PAPER COMPANY OF TULSA,)

Plaintiff,)

vs.)

ACME COLOR ART PRINTING COMPANY,)
INC., OF SAVOY, TEXAS,)

Defendant.)

No. 70-C-116

JUDGMENT

This action came on before this Court for hearing on default judgment pursuant to the Order of this Court entered on the 18th day of January, 1971.

It is ordered that judgment as by default be rendered in plaintiff's favor against the defendant for the relief demanded in plaintiff's complaint.

IT IS ORDERED AND ADJUDGED that the plaintiff, Tayloe Paper Company of Tulsa, an Oklahoma corporation, recover of the defendant, Acme Color Art Printing Company, Inc., of Savoy, Texas, the sum of \$30,814.69 (which sum includes the principal and interest due through this date), with interest thereon at the rate of 12% per annum from the date of judgment until paid and attorneys' fees of \$_____ and for its costs of action.

IT IS FURTHER ORDERED AND ADJUDGED that the plaintiff has a pledge lien in 25,000 shares of defendant's stock.

Entered this 26th day of January, 1971.


UNITED STATES DISTRICT JUDGE

WILSON BEE...

Plaintiff

vs.

Case No. C-80

DECISION

ENGINEERING SERVICES COMPANY
OF THE CITY OF CHICAGO, an Chicago
corporation,

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT

This case was heard by the Court on the 10th day of January, 1971, before the Court without jury and the following evidence was submitted on behalf of the plaintiff and on behalf of the defendant. The Court has considered and understood the evidence in this case and the Court has entered the following findings of fact and conclusions of law.

CONCLUSIONS OF LAW

This is an action under the Fair Labor Standards Act, 29 U.S.C. § 1611, amended whereby plaintiff seeks to recover overtime pay, punitive damages and attorney fees. Plaintiff's claim is based upon the fact that defendant is required to pay overtime compensation in the amount of one and one-half times the regular rate of pay for all hours worked in excess of forty (40) hours per week. The parties stipulated as the fact that defendant is an interstate commerce and the record's history shows that plaintiff, defendant and the Board of Directors of defendant were required to show that plaintiff did quite frequently exceed forty (40) hours per week. This is was presented in evidence that plaintiff was an employee of defendant.

Congressional policy in enacting the Social Security Act at 48 Stat. 514, §202; and, if plaintiff was an employee of defendant, defendant, as contractor, was not exempt from provisions of the Social Security Act, solely by virtue of being a professional or independent contractor.

The defendant is a corporation providing engineering and design drafting to other engineers or engineers, and to engineering departments of oil companies involved in the planning, transmission and processing of petroleum products. The defendant's clients furnished the basic process design by way of "plant plans" showing the general location and elevations of the various units within the refinery or other facility, and "flow sheets" which indicate a schematic layout of the desired process. Using these drawings it was the duty of plaintiff and others similarly situated to interpret a particular part of the plant plan and flow sheet and from this, to design in detail and prepare drawings to accomplish the purposes intended within the overall plant plan. This included complete construction plans from which the construction contractor could complete and put the facility into operation. For performing these services, the defendant was generally compensated by its clients at a fixed amount or price per man-hour expended on that particular project.

By date of June 20, 1938, the plaintiff entered into a contract entitled "Independent Contractor's Agreement for Professional Services" with the defendant which stated in part:

"When you sign this agreement, it is my intention that you understand that you are not an employee, and therefore are not covered by the Social Security Act, unemployment insurance or workman's compensation; nor will you be subject to any withholding tax. Professional fees are negotiable between first party and second party.

As an independent contractor, you are free to conduct your business as you see fit, so long as you do not in any way violate the integrity of the first party; or in any way misrepresent or violate the standards of service established by the first party.

that the prevailing high wage for employed piping draughtsmen in this area was approximately Four Dollars and Fifty Cents (\$4.50 - \$4.60) per hour and that the negotiated rate of compensation for the plaintiff was Five Dollars and Fifty Cents (\$5.50) per hour which the defendant on a semi-monthly basis and that these findings from the plaintiff and others similarly situated were used to determine the invoice amounts to the clients of the defendant.

Based upon the above summary of all the evidence presented by the parties, this Court finds that the plaintiff was a highly-skilled professional draftsman, that he represented himself to possess such qualifications and did in fact perform his duties in a professional manner without direct supervision and control by the defendant.

That the agreement for professional services executed by the parties to this action was evidence of a good-faith intent of both parties that the plaintiff would perform his services in a professional manner and that the plaintiff considered himself to be a professional.

CONCLUDED BY THE COURT

I.

This Court has jurisdiction of this action.

II.

This plaintiff is exempt from the provisions of the Fair Labor Standards Act because, during all of the time for which he claims overtime compensation, he was a bona fide professional working to the regulations and assuming the responsibilities as a professional in accordance with 29 U. S. C. §213(a)(1) and in accordance with the tests listed in Title 29, C. F. R. §841.3. Accordingly, plaintiff is not entitled to recover against the defendant in this action.

The above and foregoing findings of fact and conclusions of law are entered in this case and a judgment will be rendered based on the foregoing

findings of fact and conclusions of law.

In conformity with the findings of fact and conclusions of law, contemporaneously filed herewith, a copy of which is attached hereto.

IT IS ORDERED, ADJUDICATED AND DECREED BY THE COURT that plaintiff have and recover nothing of defendant herein and that defendant go hence without delay and without cost.

4/25/1991


LUTHER BOHANON, District Judge

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF OKLAHOMA

BOBBY J. ADAMS, Guardian of)
the Estate of Ronald Wayne)
Gibson, a Minor,)
Plaintiff,)
vs.)
TOM CLEGG GIBSON,)
Defendant.)

NO. 70-C-270
FILED
JAN 26 1971

FILED
JAN 25 1971
JOHN H. POE, Clerk
U. S. DISTRICT COURT

JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

ON this 26 day of January, 1971, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.

[Signature]
JUDGE, DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

WATSON & WATSON
W. D. HART

By: [Signature]
Attorneys for the Plaintiff,

ALFRED B. KNIGHT

[Signature]
Attorneys for the Defendant.

IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA **FILED**

JAN 27 1971

JOYCE TERRELL, Administratrix of the)
Estate of Ray Davis Terrell, Deceased,)
)
Plaintiff,)
)
-vs-)
)
JANET DUCUMMON,)
)
Defendant.)

JOHN H. POE, Clerk
U. S. DISTRICT COURT

No. 70-0-339

NOTICE OF DISMISSAL

Comes now the above named Plaintiff and dismisses, without prejudice, her petition and cause of action in the above styled and numbered cause and as grounds therefor would show unto the Court that no service of an answer or of a motion for summary judgment has been served upon the Plaintiff herein and Plaintiff dismisses this action pursuant to Rule 41 (a) (1) (i) Federal Rules of Civil Procedure.

Bill B. Pigman

BILL B. PIGMAN, Attorney for Plaintiff.
300 Pythian Building, Tulsa, Oklahoma

CERTIFICATE OF SERVICE

I, the undersigned, state that on this 27th day of January, 1971, a true and correct copy of the above Notice of Dismissal was mailed to Mr. Dale McDaniel, Attorney for Defendant, National Bank of Tulsa Building, Tulsa, Oklahoma, with proper postage affixed thereto.

Bill B. Pigman

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JAN 28 1971

JOHN H. POE, Clerk
U. S. DISTRICT COURT

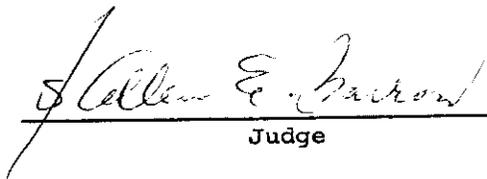
SOUTHWIDE BAPTIST FOUNDATION)
and CADENCE CORPORATION,)
Plaintiff)
vs)
TULSA CRUDE OIL PURCHASING)
COMPANY,)
Defendant)

Cause No. 70-C-28

ORDER OF DISMISSAL

On this, the 28th day of January, 1971, came on to be heard the motion of Tulsa Crude Oil Purchasing Company to dismiss its cross complaint against Southwide Baptist Foundation.

It is therefore ordered and adjudged and decreed by the Court that Defendant's cross petition against Southwide Baptist Foundation be and the same is hereby dismissed without prejudice with costs taxed against the Plaintiff, Southwide Baptist Foundation.



Judge

IN THE UNITED STATES DISTRICT COURT OF THE
NORTHERN DISTRICT OF OKLAHOMA

WILFRED SANDITEN, GERALD S. RICHARDS,
IRA E. SANDITEN and RAYMOND G. FELDMAN,

Plaintiffs

vs.

DER WIENERSCHNITZEL INTERNATIONAL, INC.,
a California corporation, d/b/a Der Wienerschnitzel,

Defendant and
Third Party Plaintiff

vs.

ROBERT ALLEN WALLS and CLAUDINA C. WALLS,

Third Party Defendants

No. 69-C-266

FILED

JAN 28 1971

JOHN H. POE, Clerk
U. S. DISTRICT COURT

STIPULATION OF DISMISSAL OF PLAINTIFF'S COMPLAINT
AND DISMISSAL OF DEFENDANT AND THIRD PARTY
PLAINTIFF'S THIRD PARTY COMPLAINT

Come now the parties and pursuant to mutual agreements between all parties and pursuant to the provisions of Rule 41(a)(1)(ii), plaintiffs voluntarily dismiss without prejudice their complaint against the defendant herein, and the defendant and third party plaintiff voluntarily dismisses without prejudice its third party complaint filed herein; each of the parties to bear their respective costs.

DONE AND DATED this 27 day of January, 1971.

WILFRED SANDITEN
GERALD S. RICHARDS
IRA E. SANDITEN
RAYMOND G. FELDMAN

By GREEN, FELDMAN & HALL

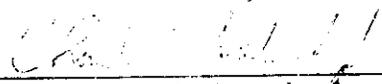
By Wm. S. Hall
Wm. S. Hall

Attorneys for Plaintiffs

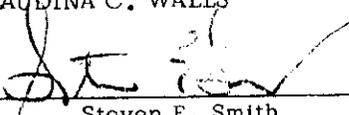
316 Enterprise Building
Tulsa, Oklahoma 74103

DER WIENERSCHNITZEL INTERNATIONAL,
INC., a California corporation, d/b/a
Der Wienerschnitzel

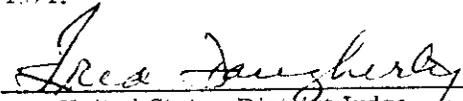
By GABLE, GOTWALS, HAYS, RUBIN & FOX

By 
Charles P. Gotwals, Jr.
Attorneys for Defendant and Third
Party Plaintiff

ROBERT ALLEN WALLS
CLAUDINA C. WALLS

By 
Steven E. Smith
Attorney for Third Party Defendants

APPROVED this 24 day of January,
1971:


United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

W. R. McCLURE, et al.,)
)
 Plaintiffs,)
)
 vs.)
)
 ASSOCIATED MILK PRODUCERS, INC.)
 and CARNATION COMPANY,)
)
 Defendants.)

NO. 70-C-406

FILED

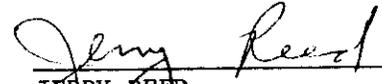
JAN 29 1971

JOHN H. POE, Clerk
U. S. DISTRICT COURT

h.

D I S M I S S A L

COME NOW the undersigned plaintiffs by and through their attorneys, and hereby dismiss the above cause without prejudice as to the defendant, Carnation Company, only.

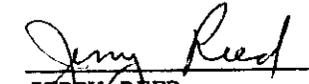


JERRY REED
Crawford, Rizley & Prichard
1414 First National Bldg.
Tulsa, Oklahoma 74103

Attorneys for Plaintiffs

CERTIFICATE OF MAILING

I hereby certify that on the 29th day of January, 1971, I mailed a true and correct copy of the foregoing Dismissal to Houston, Klein & Davidson, Home Federal Bldg., Tulsa, Oklahoma, attorneys for defendant, Carnation Company, and to Stuart Russell, 2309 First National Bank Building, Oklahoma City, Oklahoma, attorney for defendant, AMPI., and that same was in an envelope with postage thereon fully prepaid.



JERRY REED