

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

VIRGIL ODOM,

Plaintiff

-vs-

HOLDER'S, INC., an Oklahoma
corporation,

Defendant.

No. 74-C-375

FILED

MAY 28 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

This is an action to recover overtime compensation claimed under §§ 207 and 215(a)(2) of the Fair Labor Standards Act of 1938. (29 U.S.C. 201 et seq.) A trial was conducted on the 13th and 14th day of May, 1975. Before any evidence was presented, the parties announced and agreed that the only legal issue to be determined by the Court was whether the employment contract entered into by the parties was valid under the "Belo doctrine" as expressed in Walling v. Belo Corp. 316 U.S. 624 (1942) and §207(f) of the Fair Labor Standards Act of 1938 and thus resulted in an exception to the required payment of an hourly wage under the Act.

The Defendant, Holder's Inc., is engaged in the business of selling and installing locks, safes, burgler alarms and other security equipment. The Defendant employed the Plaintiff, Virgil Odom, from February or March, 1971, to January, 1974. In the early months of his employment, the Plaintiff served as an apprentice in the security business. In May of 1971, he was assigned to the management and operation of a key and lock booth located in a shopping mall in Tulsa, Oklahoma. While tending to the duties required in this operation, the Plaintiff's hours of employment varied with the opening and closing hours of the

shopping mall. In addition to the hours spent at the booth, the Plaintiff made trips to the warehouse to pick up supplies.

The testimony of Ronnie Holder, President of Holder's, Inc., supports the testimony of the Plaintiff, Virgil Odom, in regard to the Plaintiff's claim that the rate per hour was not disclosed at the time Plaintiff was hired by the Defendant. Various employees of the Defendant testified that it was the policy of the Defendant to hire its employees at a fixed salary per week. At the initial interview the new employee was told that the fixed salary was designed for the benefit of the employee in that the employee could rely on a fixed weekly salary though his hours would alternate between 45 hours one week and 51-1/2 hours the following week. Ronnie Holder testified, and his testimony was supported by several employees, that this policy was followed at the request of the employees who were told that the fixed salary included a basic rate of pay for 40 hours plus one and one-half times the basic rate of pay for time over 40 hours to a maximum of 45 hours one week and 51-1/2 hours during alternate weeks. If the employee worked more than the 45 and 51-1/2 hours included in the fixed salary, he was paid one and one-half times the basic rate in addition to the weekly salary. At no time was the employee's salary reduced because he worked less than 40 hours in any given week. The fixed salary was thus a guaranteed income with the opportunity to receive more if the maximum hours were exceeded.

The Plaintiff testified that he agreed to this contract of employment at the time he was hired. He also testified that he was never informed of the basic rate of pay or of the manner in which the salary was computed. Ronnie Holder testified that he did not inform the employees of the breakdown of the salary between regular pay and overtime pay, but that they understood that the salary included the pay for regular time plus one and one-half times the regular rate for time over 40 hours.

A contract of employment which provides a fixed salary with a guaranteed weekly income is not prohibited by §207(a) of the Fair Labor Standards Act.

"[N]othing in the Act bars an employer from contracting with his employees to pay them the same wages that they received previously, so long as the new rate equals or exceeds the minimum required by the Act."

Belo at 630.

The Supreme Court in Belo found that the regular rate of pay must be established in order to determine the basis for computing time and one-half for overtime hours but that the parties may establish the "regular rate" by contract. As long as the salary includes the regular hours plus one and one-half the regular rate for overtime hours, a fixed salary conforms to the requirements of the Fair Labor Standards Act. Overnight Motor Co. v. Missel, 316 U.S. 572 (1942); Triple "AAA" Co. v. Wirtz, 378 F.2d 884 (10th Cir. 1967); Crawford Production Co. v. Beardon, 272 F.2d 100 (10th Cir. 1959); Mitchell v. Caldwell, 249 F.2d 10 (10th Cir. 1957); Patsy Oil & Gas Co. v. Roberts, 132 F.2d 826 (10th Cir. 1943).

In the case before the Court it is admitted that the employees were not informed as to the basic rate of pay until the Defendant was investigated by the Wage and Hour Division of the Department of Labor in March of 1973.

"(a) To qualify under §7(f), the contract must specify 'a regular rate of pay of not less than the minimum hourly rate provided in subsection (a) or (b) of section 6....'"
29 C.F.R. §778.408.

The Defendant's records show that regular pay and overtime pay were broken down as of March 16, 1973. (Plaintiff's Exhibit #2) The Plaintiff testified that some time in March or May of 1973 his fixed salary was broken down into regular and overtime pay and recorded on the check stubs which he received. It is therefore the finding of the Court that the Defendant did not comply with the requirements of 29 U.S.C. §207(f) until March

16, 1973, when the Plaintiff was informed of his regular and overtime pay and that the Plaintiff is due overtime compensation from the period established by statute until that date.

Before determining the amount of overtime compensation due to the Plaintiff, the Court must find the statute of limitations applicable in this case. Title 29 U.S.C. §255 establishes the statutory period for bringing an action to recover wages when it states in pertinent part:

"(a) if the cause of action accrues on or after May 14, 1947 -- may be commenced within two years after the cause of action accrued, and every such action shall be forever barred unless commenced within two years after the cause of action accrued, except that a cause of action arising out of a willful violation may be commenced within three years after the cause of action accrued;"

If the acts of the Defendant were willful the compensation must be calculated from September 20, 1971, since this action was filed on September 20, 1974. If the Defendant's acts were not willful the statutory period would run from September 20, 1972.

Where the defendant has definite knowledge of the applicability of the FLSA to himself or where he takes steps to evade the Act, his act is willful and the three-year statute of limitations must be applied. Hodgson v. Hyatt, 318 F.Supp. 390 (N.D. Fla. 1970); Krumbeck v. John Oster Mfg. Co., 313 F. Supp. 257 (E.D. Wis. 1970); Dowd v. Blackstone Cleaners Inc., 306 F.Supp. 1276 (N.D. Tex. 1969).

In Coleman v. Jiffy June Farms, Inc., 458 F.2d 1139 (5th Cir. 1972) the court found that an act in violation of FLSA is willful when,

"[T]here is substantial evidence in the record to support a finding that the employer knew or suspected that his actions might violate the FLSA. Stated most simply, we think the test should be: Did the employer know the FLSA was in the picture?"

Coleman at 1142

The court in Coleman found willfulness where the employer had been aware that the FLSA might control even though a union

contract exempted the employer from paying overtime compensation. The court found that unreliable advice by an attorney did not excuse the employer from an act of willfulness and that knowledge or reason to know that the FLSA might apply constituted willfulness when a violation occurred. The cases which have found willfulness have done so when the Defendant has attempted to evade the provisions of FLSA or at least knew that the Act applied to his activity. Brennan v. Heard, 491 F.2d 1 (5th Cir. 1974); Clark v. Atlanta Newspapers, Inc., 366 F.Supp. 886 (N.D. Ga. 1973). The violations are not willful where they are accidental. United States v. Illinois Cent. R. Co., 303 U.S. 239 (1938).

In the instant case, there is no evidence that the Defendant knew or should have known that his business was regulated by the FLSA. While the Defendant agreed to pay overtime compensation as set out in the Act, no testimony was produced to show that he knew of a requirement to so compensate his employees until he was investigated by the Wage and Hour Division in March of 1973. At that point, the Defendant knew that the FLSA was in the picture. After that investigation, the compensation was recorded as regular and overtime. Defendant's failure to break down the regular and overtime compensation was not intentional, knowing or voluntary. Plaintiff was paid on the basis of his own time records supplied to the Defendant who did not carelessly disregard the requirements of the Act. Boll v. Federal Reserve Bank of St. Louis, 365 F. Supp. 637 (E.D. Mo. 1973).

It is therefore the finding of the Court that the Defendant's violations were not willful and that the two-year rather than the three-year statute of limitations should be applied in this case. Thus the overtime compensation due to Plaintiff must be computed from September 20, 1972, to the week ending March 9, 1973, when the violations ceased.

While pay records, time cards and check stubs have been introduced as evidence in this case (Plaintiff's Exhibits 1-7

and Defendant's Exhibits 1 & 2), these exhibits do not indicate the actual number of hours worked per week by the Plaintiff during this period. The Defendant's records show that the Plaintiff was paid \$135.00 per week for the number of weeks for which the overtime computation must be made. The problem before the Court is to accurately calculate the time for which overtime compensation is due. The burden is on the Plaintiff to show that he performed services for the Defendant. Where the Plaintiff has produced sufficient evidence to show the amount and extent of the work performed the burden:

"[S]hifts to the employer to come forward with evidence of the precise amount of work performed or with evidence to negative the reasonableness of the inference to be drawn from the employee's evidence. If the employer fails to produce such evidence, the court may then award damages to the employee, even though the result may be only approximate."

Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680, 687, -688 (1946); See Bledsoe v. Wirtz, 384 F.2d 767 (10th Cir. 1967); Wirtz v. Lieb, 366 F.2d 412 (10th Cir. 1966).

In computing the amount due to the Plaintiff, the Plaintiff testified that when the booth was initially opened he worked approximately 57 hours per week. This was changed as the hours of the mall changed so that when the booth was discontinued in July of 1973 the Plaintiff worked approximately 51 hours per week. The Plaintiff testified that he spent 30 to 45 minutes per week obtaining supplies for the booth which was in addition to the normal hours worked. The Defendant testified that all of his employees worked the 45 and 51 hour alternate time periods and that the Plaintiff worked the same hours except for the time when he was replaced by a substitute so that he could attend a class. Since the Court must make an approximate calculation, it is the finding of the Court that the Plaintiff should be compensated for 11 overtime hours per week for the 25 weeks during which recovery is allowed plus 45 minutes multiplied by 25 weeks for supply trips, and that 25 hours should be subtracted from this total as hours substituted for the Plaintiff by the Defendant's

employee, Jan Fisher, as shown in Defendant's Exhibit 1. Therefore the total compensable overtime hours is 268-3/4. There is testimony uncontradicted by the Plaintiff that the mall hours were reduced to approximately 51 hours per week in July of 1972. Plaintiff's Exhibit #5 is a set of time cards kept by the Plaintiff and submitted to the Defendant. These cards are from the time period of March to August of 1973 and indicate that the Plaintiff worked approximately 50 hours per week. Though Plaintiff's Exhibit #5 does not cover the period during which overtime compensation is due, it does support the inference that Plaintiff worked 51 hours during the period from September of 1972 to March of 1973. Defendant's testimony also supports an inference that the Plaintiff, at least during alternate weeks, worked 51 hours per week. By setting the work week for the Plaintiff at 51 hours, the Court has established the approximate overtime hours for which the Plaintiff must be compensated.

The Court must next determine the Plaintiff's regular rate of pay. While the Plaintiff's hours of employment varied in alternate weeks his work schedule was fixed. The Wage and Hour Division has set down the criteria for determining employees affected by §207(f).

"Even if an employee does in fact work a variable work week, the question must still be asked whether his duties necessitate irregular hours of work. The subsection is not designed to apply in a situation where the hours of work vary from week to week at the discretion of the employer or the employee, nor to a situation where the employee works an irregular number of hours according to a predetermined schedule. The nature of the employee's duties must be such that neither he nor his employer can either control or anticipate with any degree of certainty the number of hours he must work from week to week."

29 CFR §778.405. See Clark v. Atlanta Newspapers, Inc., 366 F.Supp. 886 (N.D. Ga. 1973)

It is the finding of the Court that the Plaintiff's hours of employment were sufficiently regular as to exclude the "fluctuating hours" method of determining the rate of pay and

that the method of computing the basic rate of pay is not 29 CFR §778.114 which provides for computation where hours fluctuate but 29 CFR §113 which provides the method of computation for salaried employees.

"(a) Weekly salary. If the employee is employed solely on a weekly salary basis, his regular hourly rate of pay, on which time and a half must be paid, is computed by dividing the salary by the number of hours which the salary is intended to compensate."

29 CFR §778.113

As stated heretofore, the testimony of Ronnie Holder indicates that the weekly salary was to compensate the Plaintiff for 45 hours and 51 hours in alternate weeks. Thus the base rate of pay for the 45 hour work week is \$3.00 per hour and for the 51 hour work week is \$2.65 per hour. Therefore, the compensable overtime must be calculated in the following manner:

25 weeks X 11 hours over 40	=	275	hours
25 weeks X 3/4 hours	=	18-3/4	hours
Total		<u>293-3/4</u>	hours
Substitute for Plaintiff	-	25	hours
Total compensable overtime hours		<u>268-3/4</u>	hours
Total hours divided by 2	=	134	
134-3/4 X \$1.50	=	\$202.13	
134 X 1.33	=	<u>178.22</u>	
Total overtime compensation due		<u>\$380.35</u>	

Pursuant to 29 U.S.C. §216(b), the Plaintiff seeks liquidated damages as penalty for any violations. Section 216(b) provides for an amount equal to the unpaid overtime wages as liquidated damages. The award of liquidated damages is not mandatory where:

"In any action commenced . . . to recover . . . unpaid overtime compensation, or liquidated damages, under the Fair Labor Standards Act of 1938, as amended, if the employer shows to the satisfaction of the court that the act or omission giving rise to such action was in good faith and that he had reasonable grounds for believing that his act or omission was not a violation of the Fair Labor Standards Act of 1938, as amended, the court may, in its sound discretion, award no liquidated damages or award any amount thereof not

to exceed the amount specified in section 216 of this title."

29 U.S.C. §260

The evidence presented indicates that the Defendant did not intentionally withhold any overtime compensation from the Plaintiff, nor that he continued to withhold any overtime compensation when it was notified of the inadequate records in March of 1973. The testimony supports the conclusion that the Defendant acted in good faith and that the Defendant had reason to believe that his omission was not a violation of the Act.

It is the finding of the Court that under the circumstances of this case an award of liquidated damages would be inappropriate and that by the discretionary power of the Court such award should be and is hereby denied. See McClanahan v. Mathews, 440 F.2d 320 (6th Cir. 1971); Snell v. Quality Mobile Home Brokers Inc., 424 F.2d 233 (4th Cir. 1970).

Section 16 of the FLSA, 29 U.S.C. §216 provides that, "The court in such action shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant, and costs of the action". The Plaintiff is granted 10 days from the date of this Judgment to submit an application for attorney's fees and costs and the Defendant is granted 5 days thereafter to respond to the application.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that judgment be entered in favor of the Plaintiff and against the Defendant in the amount of \$380.35.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Plaintiff be granted 10 days from the date of this order to submit an itemized claim for attorney's fees and costs and that the Defendant be granted 5 days thereafter to respond to said claim.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Plaintiff be awarded interest at the rate of six percent (6%) per annum from the date said overtime compensation accrued to the date of judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Plaintiff be awarded interest at the rate of ten percent (10%) per annum from the date of judgment on the amount of the judgment until paid.

It is so Ordered this 28th day of May, 1975.



H. DALE COOK
United States District Judge

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

LLOYD DICKSON and
LILLIAN DICKSON,

Plaintiffs,

-vs-

AMOS WARD, individually and
as Sheriff of the County of
Rogers, State of Oklahoma;
J. B. HAMBY, individually and
as Deputy Sheriff in the County
of Rogers, State of Oklahoma,

Defendants.

Civil Action

No. 74-C-406

FILED

MAY 28 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

NOW on this 27th day of May, 1975, there came on for hearing the motion to dismiss of the defendants. The court finds that the plaintiffs, Lloyd Dickson and Lillian Dickson, were duly notified by registered mail by the Clerk of the United States District Court for the Northern District of Oklahoma of the setting for hearing of the aforesaid motion. That said defendants were also notified by certified mail by the attorneys for the defendants of the setting of the hearing on the Motion to Dismiss of the defendants and had also been advised of the date of the hearing by the Clerk by telephone communication. That the Clerk called the plaintiffs' names aloud three times in open court and notwithstanding all of the above, both plaintiffs failed to appear at said hearing.

That on August 11, 1972, the plaintiffs filed an action against the defendants in Case No. 72-C-281. That said complaint alleged facts similar to those facts alleged in the present complaint.

That on the 30th day of October, 1973, following the entry of a pre-trial order, and upon the date set for trial of

the case, Luther Bohanon, District Judge of the Northern District of Oklahoma, entered an Order of Dismissal, dismissing said action without prejudice to the future filing of an action within one year the date of the Order. That said Order was entered pursuant to the request of the plaintiffs.

That on October 16, 1974, plaintiffs in the present action filed a case in the United States District Court for the Northern District of Oklahoma, Case No. 74-C-406, against the same defendants, alleging the identical facts as those contained in the original complaint. That answers were filed on November 4, 1974, on behalf of the defendants, and the present case has been at issue since that time. That plaintiffs' attorneys applied to this Honorable Court for leave to withdraw as attorneys of record and due notice was given to the plaintiffs that said application had been set for hearing on the 26th day of February, 1975.

That on March 4, 1975, an Order granting leave to withdraw was entered by the Court following a full hearing allowing plaintiffs' attorneys to withdraw as attorneys of record. That on April 23, 1975, notice was given in writing to all parties that Judge H. D. Cook set the above case for disposition and/or pre-trial hearing on April 30, 1975. That at said hearing defendants were represented by counsel but plaintiffs failed to appear and advise the court of their intentions with respect to the above case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that for the reasons set forth above, this cause is hereby dismissed with prejudice.

1814 Dale Cook
United States District Judge of the Northern
District of Oklahoma

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

FILED
MAY 28 1975 J.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

SOUTHWESTERN BELL TELEPHONE COMPANY,
INCORPORATED,

Plaintiff,

vs.

C. R. RITTENBERRY & ASSOCIATES, INC.

Defendant.

No. 75-C-162 ✓

JUDGMENT BY DEFAULT

The Defendant, C. R. Rittenberry & Associates, Inc. having failed to plead or otherwise defend in this action and its default having been entered,

Now, upon application of the Plaintiff, Southwestern Bell Telephone Company, and upon affidavit that the Defendant is indebted to Plaintiff in the sum of \$13,117.84, that Defendant has been defaulted for failure to appear and that Defendant is not an infant or incompetent person, and is not in the military service of the United States, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiff recover of Defendant the sum of \$13,117.84 and costs in the sum of \$18.00.

Jack C. Silver
By: *Jerry L. Vaughn*
CLERK OF THE UNITED STATES
DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

DATED:

May 28 th, 19 75

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

THE FOURTH NATIONAL BANK OF TULSA,)
a National Banking Association,)
)
Plaintiff,)
)
-vs-)
)
)
UNITED STATES OF AMERICA,)
)
)
Defendant.)

No. 74-C-356

E I L E D
MAY 27 1975
Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

The parties to the above styled action have submitted the case to the Court for a decision based upon the Stipulation of Facts and the briefs. Being fully advised in the matter and after having made a thorough examination of the briefs submitted and the law relative to the case, the following determination is made.

As provided in the Stipulation of Facts, on or about August 9, 1973, the taxpayer, Quality Auto Supply, Inc., (hereinafter referred to as taxpayer), for good and valuable consideration made, executed and delivered a promissory note to the Plaintiff, The Fourth National Bank of Tulsa in the amount of \$33,000. Said promissory note was secured by all inventory of the taxpayer then owned or thereafter acquired, and the proceeds thereof, the accounts receivable of the taxpayer, then existing or thereafter coming into existence, and the proceeds thereof. Said security interest of the Bank in the taxpayer's inventory and proceeds thereof was perfected on August 9, 1973, under the provisions of Title 12A O.S. §9.303, the security interest having attached to the collateral and a financing statement covering "all of inventory now or hereafter owned by the Debtor (taxpayer) and the proceeds thereof . . .",

having been properly filed in 1970.

In its Amended Complaint, Plaintiff alleges that the August 9, 1973, Note referred to above, refinanced a prior Note executed by the taxpayer to the Plaintiff on December 6, 1971, and was secured by all of the inventory of the taxpayer then owned or thereafter acquired and the proceeds thereof. A copy of the 1971 Note has been made a part of the record. In addition, the uncontroverted affidavit of James E. Benton, Vice President of the Plaintiff Bank, attests to the validity of the 1971 Note and states that the Note executed on August 9, 1973, was a refinancing arrangement of the prior Note executed December 6, 1971, and such status is indicated by the notation "take up 1" at the upper right-hand corner of the August 9, 1973, Note; such notation being the standard procedure of the bank to indicate notes executed as refinancing arrangements. The affidavit of Mr. Benton, being uncontroverted, is taken as true. Burchett v. Bardahl Oil Co., 470 F.2d 793 (10th Cir. 1972).

On or about November 29, 1973, revenue officers of the Internal Revenue Service seized the contents of the cash register located at taxpayer's place of business. The amount seized from said cash register was \$204.24, and pursuant to a tax lien and levy of November, 1973, against the taxpayer, various accounts of the taxpayer were levied upon and a total of \$2,977.78 was collected by the revenue officers.

Plaintiff brings this action against the United States for the recovery of the amount seized and levied upon by the revenue officers, the taxpayer at all times relevant to this action being indebted to the Bank for an amount in excess of \$16,337.65.

Defendant notes that Title 12A O.S. §9-306(1) defines proceeds as including whatever is received when collateral or proceeds are sold, exchanged, collected or otherwise disposed of, and the term includes the account arising when the right

to payment is earned under a contract. Defendant, therefore, concedes that the proceeds of inventory includes accounts receivable generated by the sale of the inventory covered by the financing statement.

Defendant contends, however, that if the amounts collected by the United States constitute accounts receivable generated prior to August 9, 1973, these accounts receivable could not constitute inventory owned by the taxpayer on or after August 9, 1973, or the proceeds thereof and therefore the bank would not have a secured interest therein superior to the Federal tax lien.

This would present a viable argument had the 1973 Note been the sole basis of Plaintiff's recovery. However, as previously stated, taxpayer's inventory and proceeds were also the basis of a 1971 Note between Plaintiff and taxpayer, on which the security interest was perfected at the time it attached, since a prior financing statement had been filed. The 1973 Note being a mere refinancing of the 1971 Note, both of which were perfected, the Bank had a prior secured interest in all inventories, proceeds, and accounts receivable of the taxpayer arising prior to August 9, 1973, as well as those subsequent thereto.

The Defendant further alleges that the security interest of the Plaintiff did not come into existence with respect to accounts receivable until the subject inventory was sold and the proceeds thereof arose in the form of an account receivable. Therefore, the Defendant contends that if the accounts receivable arose on or after the filing of the federal tax lien on November 29, 1973, the Plaintiff's security interest attached simultaneously with the Government's tax lien, in which case the tax lien would have priority.

While it is evident that property not yet owned or "acquired" by the debtor taxpayer by the 45th day after the tax lien filing or after having actual notice of the filing, such as purchases of new raw materials or inventory, would not be subject to the

creditor's priority, it is equally clear that where property owned by the debtor taxpayer prior to the filing of the tax lien subsequently undergoes transformations in character and form, such as the evolution of raw materials into final products and eventually cash proceeds or accounts receivable, the creditor Bank does not lose its security interest in the value of that property the taxpayer owned prior to actual notice or knowledge of the tax lien filing. Donald v. Madison Industries, Inc., 483 F.2d 837 (10th Cir. 1973).

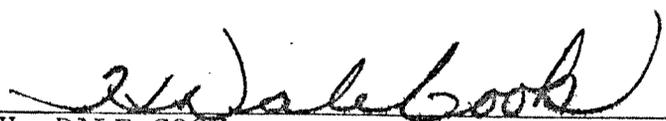
The Court in Donald noted that the government's own Proposed Treasury Regulation §301.6323(c)-1(d), provides in relevant part:

"Inventory is acquired by the taxpayer when title passes to him. Identifiable proceeds, which arise from the collection or disposition of qualified property by the taxpayer, are considered to be acquired at the time such qualified property is acquired if the secured party has a continuously perfected security interest in the proceeds under local law. The term 'proceeds' includes whatever is received when collateral is sold, exchanged, or collected."

In keeping with the foregoing authority, the fact that taxpayer's inventory in existence at the time of the tax lien filing subsequently changed in character to proceeds in the form of accounts receivable does not defeat the Bank's prior secured interest therein.

It is therefore ordered and adjudged that Plaintiff, The Fourth National Bank of Tulsa, is entitled to recover the sum of \$2,977.78, which was collected by the Defendant pursuant to the November, 1973, tax lien and levy in derogation of Plaintiff's prior perfected security interest therein.

Dated this 27th day of May, 1975.


H. DALE COOK

United States District Judge

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

STAINLESS & SPECIALTY ALLOYS CO.,)
)
Plaintiff,)
)
-vs-)
)
MURRELL TOOL SERVICE, INC.,)
)
Defendant and)
Third-Party)
Plaintiff,)
)
-vs-)
)
AEROPARTS COMPANY,)
)
Third Party)
Defendant.)

FILED
MAY 27 1975
Jack C. Silver, Clerk
U. S. DISTRICT COURT

NO. 74-C-364

O R D E R

Plaintiff herein, Stainless & Specialty Alloys Co., has filed a Motion for Summary Judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure. In its response to said motion, Defendant, Murrell Tool Service, Inc., "admits that as between Plaintiff and Defendant there is no genuine issue as to any material fact and that as between said parties Summary Judgment is proper and should be granted to the Plaintiff."

Both parties request that a hearing be set to determine the issue of a reasonable attorney's fee to be awarded Plaintiff's attorney and the matter will be set on the next hearing docket.

Plaintiff's Motion for Summary Judgment is therefore hereby sustained.

It is so Ordered this 27th day of May, 1975.


H. DALE COOK
United States District Judge

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

HOMER H. HUBBARD, JR.,
Plaintiff,
vs.
EMPLOYERS MUTUAL LIABILITY
INSURANCE COMPANY OF WISCONSIN,
a mutual insurance company,
HARRY D. WATSON and ROBERT T.
ROUNSAVILLE, M.D.
Defendants.

No. 74-C-441 ✓

FILED

MAY 27 1975 *Jun*

Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

Plaintiff, Homer H. Hubbard, has filed a Motion to Remand herein. Defendant, Robert T. Rounsaville, is a resident of the State of Oklahoma as is Plaintiff. The action was removed to this Court by Employer's Mutual Liability Insurance Company, a co-defendant subsequently having been dismissed herein, based upon its contention that the cause of action as to Dr. Rounsaville was separate and independent.

As noted by Defendant, Title 28 U.S.C. § 1441 does provide that if separate and independent claims or causes of action are sued upon, one being removable and one not being removable, the entire case may be removed. However, said section also provides that the Court in its discretion "may remand all matters not otherwise within its original jurisdiction."

In view of the fact that diversity is totally lacking in the case in its present posture, it is the determination of the Court that the action should be remanded to the District Court for Tulsa County, State of Oklahoma.

It is so ordered this 27th day of May, 1975.

H. Dale Cook
H. Dale Cook
United States District Judge

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

FILED
MAY 23 1975 mm
Jack C. Silver, Clerk
U. S. DISTRICT COURT

MANUEL HERNANDEZ-HERNANDEZ,)
Petitioner,)
vs.) NO. 75-C-207 ✓
)
UNITED STATES OF AMERICA,)
Respondent.)

O R D E R

The Court has for consideration the § 2255 motion filed on behalf of the petitioner Manuel Hernandez-Hernandez. The Court having reviewed the petition and being fully advised in the premises finds that an evidentiary hearing is not required, that the petitioner has been convicted pursuant to plea bargaining in violation of the Statutes and Constitution of the United States, that the conviction should be set aside and held for naught, and that no disabilities or burden of any kind should flow from said conviction, judgment and sentence.

IT IS, THEREFORE, ORDERED that the conviction of Manuel Hernandez-Hernandez in Magistrate's No. 1-331, M-1005, on May 12, 1975, be and it is hereby set aside and held for naught, and the petitioner is released forthwith.

IT IS FURTHER ORDERED that no disabilities or burden of any kind shall flow from said conviction, judgment and sentence.

Dated this 23rd day of May, 1975, at Tulsa, Oklahoma.


CHIEF JUDGE, UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

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

FILED

MAY 23 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

RUBEN SANCEN-MORENO,)
)
Petitioner,)
vs.)
)
)
UNITED STATES OF AMERICA,)
)
Respondent.)

NO. 75-C-208

O R D E R

The Court has for consideration the § 2255 motion filed on behalf of the petitioner Ruben Sancen-Moreno. The Court having reviewed the petition and being fully advised in the premises finds that an evidentiary hearing is not required, that the petitioner has been convicted pursuant to plea bargaining in violation of the Statutes and Constitution of the United States, that the conviction should be set aside and held for naught, and that no disabilities or burden of any kind should flow from said conviction, judgment and sentence.

IT IS, THEREFORE, ORDERED that the conviction of Ruben Sancen-Moreno in Magistrate's No. 1-329, M-995, on May 6, 1975, be and it is hereby set aside and held for naught, and the petitioner is released forthwith.

IT IS FURTHER ORDERED that no disabilities or burden of any kind shall flow from said conviction, judgment and sentence.

Dated this 23rd day of May, 1975, at Tulsa, Oklahoma.


CHIEF JUDGE, UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

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

FILED
MAY 23 1975 mm

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ANTONIO PEREZ GARZA, JR.,)
)
Petitioner,)
vs.)
)
UNITED STATES OF AMERICA,)
)
Respondent.)

NO. 75-C-208 ✓

O R D E R

The Court has for consideration the § 2255 motion filed on behalf of the petitioner Antonio Perez Garza, Jr. The Court having reviewed the petition and being fully advised in the premises finds that an evidentiary hearing is not required, that the petitioner has been convicted pursuant to plea bargaining in violation of the Statutes and Constitution of the United States, that the conviction should be set aside and held for naught, and that no disabilities or burden of any kind should flow from said conviction, judgment and sentence.

IT IS, THEREFORE, ORDERED that the conviction of Antonio Perez Garza, Jr., in Magistrate's No. 1-329, M-995, on May 6, 1975, be and it is hereby set aside and held for naught, and the petitioner is released forthwith.

IT IS FURTHER ORDERED that no disabilities or burden of any kind shall flow from said conviction, judgment and sentence.

Dated this 23rd day of May, 1975, at Tulsa, Oklahoma.



CHIEF JUDGE, UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

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

KENNETH ZACHER,)
Plaintiff)

vs.)

No. 72-C-447)

BOARD OF EDUCATION OF INDEPENDENT)
SCHOOL DISTRICT NUMBER I-40, Nowata)
County, Oklahoma; GLENN C. MOORE,)
Superintendent of Schools for the)
City of Nowata; JEROME ZUMWALT,)
former principal of Nowata High)
School; LON SHULTS, W. E. MADDUX,)
GAYLE STRATTON, WAYNE FRY, SAM)
MILLER, constituting the Board of)
Education of said District,)
Defendants)

FILED

MAY 23 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

STIPULATION OF DISMISSAL WITH PREJUDICE

Come now the parties herein and, pursuant to Rule 41(a)(1)(ii), stipulate and agree that a compromise settlement of all issues herein has been effected by the parties. Therefore all parties herein stipulate and agree herein that plaintiff's cause be and the same is hereby dismissed with prejudice.

DONE AND DATED this 21st day of May, 1975.

Kenneth Zacher
KENNETH ZACHER Plaintiff

JONES & JONES

By Waldo Jones, Jr.
Waldo Jones, Jr.

WOODSON & GASAWAY

By Don E. Gasaway
Don E. Gasaway
Attorneys for Plaintiff

LOY R. DAVIS
ROSENSTEIN, FIST & RINGOLD

By David L. Fist
David L. Fist

GREEN, FELDMAN & HALL

By Wm. S. Hall
Wm. S. Hall
Attorneys for Defendants

BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NUMBER I-40
GLENN C. MOORE
JEROME ZUMWALT
LON SHULTS
W. E. MADDUX
GAYLE STRATTON
WAYNE FRY
SAM MILLER
Defendants

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

ROBERT J. CARAWAY,)
)
Plaintiff,)
)
vs.)
)
TIMBERLAKE, INC., an Oklahoma)
Corporation, HEIDLER CORPORATION,)
a Delaware Corporation, JAMES W.)
HEIDLER, ATLAS LIFE INSURANCE CO.,)
an Oklahoma Corporation, WARREN L.)
ALBERTY, MARGUERETTE J. ALBERTY,)
CHARLES ANDREW VANCE and PHYLLIS)
N. VANCE,)
)
Defendants.)

No. 72-C-19

E I L E D

MAY 22 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER NUNC PRO TUNC CORRECTING
JOURNAL ENTRY OF JUDGMENT

NOW, on this 22nd day of May, 1975, upon Stipulation of all parties herein, this matter comes on for hearing in chambers to correct the Journal Entry of Judgment entered herein on May 8, 1975, which by inadvertence and mistake did not reflect the findings and Order of the Court.

THE COURT FINDS, that on May 8, 1975, with respect to the subject matter contained in paragraph 4 of the Order, judgment and decree of the Court, on pages 4-5 of the Journal Entry of Judgment, it was the Court's intention that the following Order be entered, and, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

4. That the mortgage held by the Atlas Life Insurance Company be foreclosed immediately and forthwith upon the failure of Warren L. Alberty and Marguerette J. Alberty and Charles Andrew Vance and Phyllis N. Vance to satisfy said judgment, interest, attorneys fees and costs; and that an officer appointed by the Court shall levy upon the above described real estate and, after the same is appraised by appraisers appointed by the Court, the said officer shall proceed to

advertise and sell the same according to 28 U.S.C. §§2001-2003, and apply the proceeds arising from said sale in the following manner:

- A. In payment of the costs of said sale and the costs of this action accrued and accruing.
- B. In payment to Atlas Life Insurance Company of the sum of \$77,252.69, together with interest and attorneys fees thereon.
- C. In payment to Warren L. Alberty and Marguerette J. Alberty of the sum of \$71,447.80, with interest and attorneys fees thereon.
- D. The residue from the proceeds of said sale to be paid into Court to abide the further Order of the Court.

If the amount derived from said sale is insufficient to satisfy the judgment and costs of the aforesaid, upon application by the Atlas Life Insurance Company or Warren L. Alberty and Marguerette J. Alberty, let execution issue against the judgment Defendants and each of them for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that except as hereinabove provided, the Journal Entry of Judgment herein, dated May 8, 1975, shall remain the same.



ALLEN E. BARROW
UNITED STATES DISTRICT JUDGE

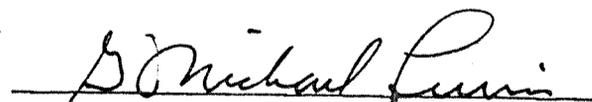
APPROVED:



Sam P. Daniel, Jr.
Attorney for Robert J. Caraway



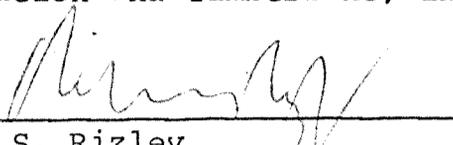
J. G. Follens
Attorney for Charles Andrew Vance and Phyllis N. Vance

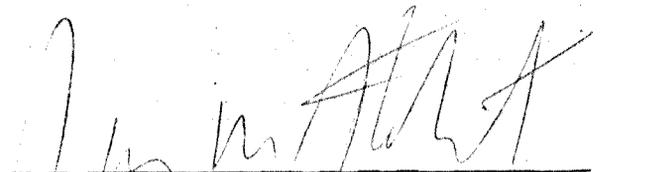
for 
Pearson, Caldwell & Green
Attorneys for Warren L. and Marguerette J. Alberty



Dickson M. Saunders
Attorney for Atlas Life Insurance Company


Robert A. Franden
Trustee in Bankruptcy for Heidler
Corporation and Timberlake, Inc.


Robert S. Rizley
Attorney for James W. Heidler


James M. Sturdivant
Attorney for Heidler Corporation
and Timberlake, Inc.


Frederic Dorwart
Attorney for Intervening Class

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

FILED

MAY 22 1975

UNITED STATES OF AMERICA,
Plaintiff,

vs.

FRANKLIN R. COOKERLY and
RICHARD L. PIERCE, Partners,
d/b/a COOKERLY & PIERCE,
SHIRLEY A. COOKERLY, ELY
WILKONSON, NORTHSIDE STATE BANK
OF TULSA, and THE EXCHANGE BANK
OF SKIATOOK,

Defendants,

and

HAROLD S. WOOD,

Intervenor.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO.
73-C-143

JUDGMENT

NOW, on this 22nd day of May, 1975, this matter coming on for consideration, the Plaintiff, United States of America, appearing by and through its attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Cookerly & Pierce, Franklin R. Cookerly, Richard L. Pierce, and Shirley A. Cookerly, appearing not, and the Intervenor, Harold S. Wood, appearing by his attorney, Richard T. Sonberg.

The Court being fully advised and having examined the file herein finds that due and legal process of service of Summons and Complaint was made upon the defendants, Cookerly & Pierce, Franklin R. Cookerly, and Shirley A. Cookerly on May 7, 1973; the Northside State Bank of Tulsa, the Exchange Bank of Skiatook, and Ely Wilkonson on May 4, 1973, and on Richard L. Pierce on November 26, 1973, as

appears from the Marshal's Returns of Service herein; that the Northside State Bank of Tulsa, the Exchange Bank of Skiatook, and Ely Wilkonson, have filed their Disclaimers herein; that the defendants, Cookerly & Pierce, Franklin R. Cookerly, Richard L. Pierce and Shirley A. Cookerly, have failed to file an answer or otherwise plead herein and that they, and each of them, are hereby in default.

The Court further finds that this is a suit based upon a Promissory Note and for foreclosure of certain Financing Statements and Security Agreement securing said Note and that the chattels described in said Financing Statements and Security Agreement are located in Osage County, Oklahoma, said chattels being described as follows:

- 1 each Compressor and vacuum pump with pulley (new), Quincy, Model No. R 17, Serial No. 8-G-23945;
- 1 each Water Injection Pump, high pressure (used), Worthington, Triplex plunger, Serial No. 14674-A;
- 1 each Engine, Gas, to power injection pump (used), Witte Model B, 10 HP, Serial No. 12255;
- 1 each Engine, Gas, (used) International Harvester, Model No. U2A-35 HP, Serial No. 25117C;
- 1 each Water Injection Pump (new), Moyno, Model No. PRA2-44, Serial No. 24-01421;
- 1 each Gas Engine to power pump (new-skidded), Wisconsin, Model No. S&D, Serial No. 4658233;
- 1 each Electric Motor (new), Marathon, 5 HP Frame, Model No. 213T, Serial No. 773469.

The Court being fully advised find that the allegations and averments in the Complaint are true and correct and that there is due and owing to the Plaintiff, United States of America, the sum of \$8,886.46, together with accrued interest in the amount of \$219.45 as of January 4, 1973, plus interest accruing thereafter at the rate of 5 percent per annum until paid.

The Court further finds that the Intervenor,

Harold S. Wood, has a good and valid mortgage lien upon the interest of the defendants in oil field equipment and supplies situate upon oil leases in Osage County, Oklahoma described as follows:

The North Half (N/2) of Section 15, Township 21 North, Range 12 East, Osage County, Oklahoma;

AND

Southwest Quarter (SW/4) of Section 3, Township 20 North, Range 12 East, Osage County, Oklahoma;

as alleged in the Intervenor's Petition in Intervention.

The Court further finds that the Plaintiff, United States of America, has a first and prior lien upon the specific chattels described above; and that the Intervenor, Harold S. Wood, has a first and prior lien upon the interest of defendants in oil field equipment and supplies situate upon the above-described oil leases, except and excluding the specific chattels described above upon which plaintiff has a first and prior lien.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT the Plaintiff, United States of America, have and recover judgment against the defendants, Franklin R. Cookerly and Richard L. Pierce, partners, d/b/a Cookerly & Pierce, and Shirley A. Cookerly, for the sum of \$8,886.46, together with accrued interest in the amount of \$219.45 as of January 4, 1973, plus interest accruing thereafter at the rate of 5 percent per annum until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT upon the failure of the defendants, Franklin R. Cookerly and Richard L. Pierce, partners, d/b/a Cookerly & Pierce, and Shirley A. Cookerly, to satisfy the judgment of plaintiff, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to

levy upon, advertise and sell according to law, with appraisal, the chattels hereinabove described and to apply the proceeds of such sale of these chattels as follows:

1. In payment of the costs of the sale and of the cost of this action;

2. In payment to plaintiff the sum of \$8,886.46, together with accrued interest in the amount of \$219.45 as of January 4, 1973, plus interest accruing thereafter at the rate of 5 percent per annum until paid;

3. The residue, if any, to be paid to the Clerk of this Court to await further order of the Court, and to satisfy any outstanding claim of the Intervenor, Harold S. Wood, as against the defendants.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the hereinabove described chattels be sold, with appraisal, and after such sale 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 and from any and every lien upon, right, title, interest, estate or equity of, in or to the chattels hereinabove referred to.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant United States Attorney


RICHARD T. SONBERG
Attorney for Harold S. Wood,
Intervenor

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

FILED
MAY 21 1975
Jack C. Silver, Clerk
U. S. DISTRICT COURT

MALTER INTERNATIONAL CORPORATION,)
A Louisiana Corporation, and MALTER)
INTERNATIONAL CORPORATION, A)
Texas Corporation,)

Plaintiffs,)

vs.)

No. 72-C-60 ✓

UNITED STATES CHEMICAL CORPORATION,)
ROBERT D. KELLEY, HERMAN L. KIFER, and)
LOUIS O. LASITER,)

Defendants.)

SECOND SUPPLEMENTAL JUDGMENT

THIS CAUSE came on for consideration on the 21 day of May, 1975, pursuant to the Stipulations and Consent of all parties. Plaintiffs were represented by Charles Baker, of the firm of Gable, Gotwals, Rubin, Fox, Johnson & Baker, and the Defendants were represented by Lloyd K. Holtz, of the firm of Whitebook, Knox, Holtz & Harlin. Thereupon the Court having examined the file herein, and finds:

1. On the 5th day of February, 1974, this Court entered a Consent Decree in the above styled matter, ordering, in part, that the Defendants, Robert D. Kelley and Herman L. Kifer, file with this Court and serve on Counsel for the Plaintiffs a report, in writing, under oath, setting forth in detail the manner and form in which the Defendants, Robert D. Kelley and Herman L. Kifer, have complied with this Consent Decree.

2. By the terms and provisions of said Consent Decree, the Defendants, Robert D. Kelley and Herman L. Kifer, were thereby enjoined and restrained for a period of fourteen (14) months from the date of the entry of said Consent Decree from, directly or indirectly, selling, soliciting, or attempting to solicit, or offering for sale, of any merchandise, or products of the same or similar type of classification as any of the products sold by the Plaintiffs while the Defendants respectively were employed by the Plaintiffs, to any customer or account of the Plaintiffs, whose name was listed on a list of accounts entered and attached to said Consent Decree identified respectively as Exhibits "A" and "B" and made a part thereof.

LAW OFFICES
LOYD K. HOLTZ
ATTORNEY AT LAW
WRIGHT BUILDING
MULSA, OKLA. 74103
(918) 583-8750

3. The Second Report of Defendants Compliance with Consent Decree filed herein by the Defendants, reflect that the Defendants, Robert D. Kelley and Herman L. Kifer, have complied with the terms and provisions of said Paragraphs V, VI and Paragraph XII of said Consent Decree in so far as the respective periods of time set forth in said Paragraphs.

4. A Second Supplemental Judgment should be entered in this cause by the terms and provisions of which the Defendants, Robert D. Kelley and Herman L. Kifer, are released and discharged from any further restraint provisions as provided for in Paragraphs V and VI of said Consent Decree.

IT IS ORDERED, ADJUDGED AND DECREED that the Defendants, Robert D. Kelley and Herman L. Kifer, have complied with Paragraphs V and VI of the Consent Decree entered herein on the 5th day of February, 1974, and that the Defendants, Robert D. Kelley and Herman L. Kifer, are hereby released and discharged from the restraint provisions of Paragraphs V and VI.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all other terms and provisions of the Consent Decree entered in this cause on the 5th day of February, 1974, shall remain in full force and effect in accordance with the terms and provisions thereof unaffected by this Second Supplemental Judgment.

ENTERED at Tulsa, Oklahoma on this 21 day of May, 1975.

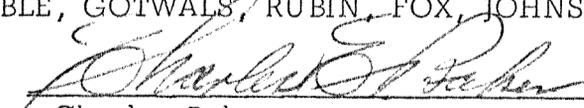


UNITED STATES DISTRICT COURT JUDGE

Agreed to as to form, content and for entry:

GABLE, GOTWALS, RUBIN, FOX, JOHNSON & BAKER

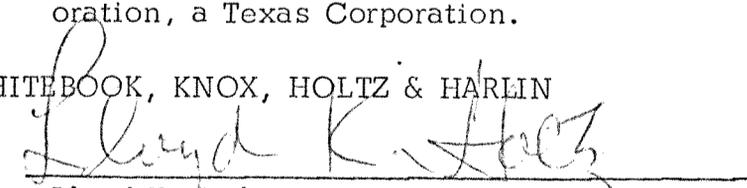
By:


Charles Baker

Attorney for Plaintiffs, Malter International Corporation,
A Louisiana Corporation, and Malter International Corporation,
a Texas Corporation.

WHITEBOOK, KNOX, HOLTZ & HARLIN

By:


Lloyd K. Holtz

Attorney for Defendants, Robert D. Kelley
and Herman L. Kifer.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

PETER J. BRENNAN, Secretary of Labor,)
United States Department of Labor,)
Plaintiff)
v.) Civil Action
CARPETLAND, INCORPORATED, a corpor-)
ation, and MORRIS MIZELL, an)
individual,)
Defendants.) No. 73-C-303

FILED
MAY 21 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

The defendants having appeared, waived their answer and agreed to the entry of this judgment without contest, it is on motion of plaintiff and for cause shown:

ORDERED, ADJUDGED AND DECREED that defendants, their officers, agents, servants, employees and those persons in active concert or participation with them are permanently enjoined from violating the provisions of sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.), hereinafter referred to as the Act, in any of the following manners:

I

Defendants shall not, contrary to the provisions of section 6 of the Act, employ any employee in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, at rates of pay less than the rates required by section 6 of the Act.

II

Defendants shall not, contrary to the provisions of section 7 of the Act, employ any employee in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the Act for a workweek longer than 40 hours unless defendants compensate such employee

for employment in excess of 40 hours in a workweek at a rate not less than one and one-half times the regular rate at which such employee is employed.

III

Defendants shall not, contrary to the provisions of section 11(c) of the Act, fail to make, keep and preserve the records required by the Code of Federal Regulations, Title 29, Part 516.

It is further ORDERED that defendants are hereby restrained from withholding payment of overtime compensation and minimum wages in the total amount of \$1,800, which the Court finds to be due under the Act to defendants' employees, named in Exhibit A attached hereto, which by reference is made a part hereof. The provisions of this paragraph shall be deemed satisfied when the defendants deliver to plaintiff a certified or cashier's check in such amount payable to "Employment Standards Administration - Labor". Such payment shall be made within ten days of the entry of this judgment.

ORDERED that upon receipt by plaintiff of unpaid wages as provided in this judgment, he shall promptly proceed to make distribution, less income tax and social security withholdings, to defendants' employees named herein in the amounts indicated, or to the legal representative of any deceased person so named. If, after making reasonable and diligent efforts to distribute such amounts to the person entitled thereto, plaintiff is unable to do so because of inability to locate a proper person, or because of a refusal to accept payment by any such person, plaintiff, pursuant to 28 USC section 2041, shall deposit such funds with the Clerk of this Court. Any such funds may be withdrawn for payment to a person entitled thereto upon order of this Court.

It is further ORDERED, that defendants will pay the costs of this action.

DATED this 21st day of May, 1975.

W. Dale Cook
UNITED STATES DISTRICT JUDGE

Entry of this judgment is consented and agreed to:

Richard L. Barnes
Richard L. Barnes
Attorney for Defendants

Morris Mizell
Morris Mizell,
Defendant and President of
Defendant, Carpetland, Inc.

Plaintiff moves for the entry of the aforesaid judgment.

William J. Kilberg
William J. Kilberg
Solicitor of Labor

James E. White
James E. White
Acting Regional Solicitor

William E. Everheart
William E. Everheart
Attorney

Attorneys for PETER J. BRENNAN,
Secretary of Labor, United
States Department of Labor,

Plaintiff

EXHIBIT A

<u>Name</u>	<u>Amount Due</u>
Don Dixon	\$ 33.00
Gerald Duck	15.00
Edwin Esley	18.00
Clifton Finney	100.00
Lee Fitzpatrick	116.00
Arnold Nash	250.00
Rolland Niles	445.00
Robert Queen	40.00
Jack Rodden	426.00
Mark Rodden	121.00
Terry E. Stephenson	25.00
Paul Talley	45.00
Ronald Tinsley	94.00
Clyde A. Walker, Jr.	72.00
	<hr/>
	\$ 1,800.00

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

FILED
MAY 20 1975
Jack C. Silver, Clerk
U. S. DISTRICT COURT

LOUISE J. M. ELLIS,)
)
 Plaintiff,)
)
 vs.)
)
 McDONNELL-DOUGLAS)
 CORPORATION,)
)
 Defendant.)

No. 74-C-1 ✓

J U D G M E N T

This action came on for hearing before the Court, the Honorable H. Dale Cook, District Judge, presiding, and the issues having been heard and the decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the defendant's Motion for Summary Judgment be sustained, that the plaintiff take nothing and that the defendant have judgment against the plaintiff.

Defendant's request for judgment for its attorney fees is hereby denied. Defendant's other costs will be considered upon application and bill of costs. The parties' exceptions to this Judgment are noted.

DATED AT TULSA, OKLAHOMA, this 20th day of May, 1975.

W. Dale Cook
Clerk of the Court

APPROVED AS TO FORM:

Richard W. Gable
Richard W. Gable and
Gable, Gotwals, Rubin, Fox,
Johnson & Baker
2010 Fourth National Bank Bldg.
Tulsa, Oklahoma 74119
Telephone No. (918) 582-9201
Attorneys for Defendant

Jeff Nix
Jeff Nix
Petroleum Club Building
Tulsa, Oklahoma 74119
Telephone No. (918) 584-4716
Attorney for Plaintiff

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

KAREN L. DOUGLAS,)
)
Plaintiff,)
)
-vs-)
)
THE PRUDENTIAL INSURANCE COMPANY OF)
AMERICA, a corporation,)
)
Defendant and Cross-)
Complainant,)
)
-vs-)
)
GERALDINE DOUGLAS,)
)
Defendant.)

E I L E D

MAY 19 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. 74-C-397 ✓

J U D G M E N T

Now on this 19 day of May, 1975, this matter comes on before the Court upon the motion of the plaintiff for summary judgment. The Court, having heard the argument and statements of counsel and having considered the briefs, pleadings, affidavits, depositions, and the pleadings, evidence, and exhibits in a case styled "In the Matter of the Estate of Joseph John Douglas, Deceased, No. P-74-80, tried in the District Court in and for Mayes County, State of Oklahoma, finds that said motion should be granted and that summary judgment should be rendered in favor of Karen L. Douglas and against the defendants, The Prudential Insurance Company of America, a corporation, and Geraldine Douglas. The Court finds that Karen L. Douglas is the sole and only lawful widow and surviving wife of Joseph John Douglas, deceased, and is the only person entitled to survivor life insurance benefits for qualified family member spouse under a certificate of insurance issued by The Prudential Insurance Company of America, a corporation, under its group policy no. GT 15465.

The Court further finds that the following persons are the qualified family member children of Joseph John Douglas, deceased, who are entitled to survivor life insurance benefits

under the provisions of said policy:

James Patrick Douglas, son;
Geraldine Douglas, daughter;
Barbara Douglas, daughter;
Kathleen Douglas, daughter; and
Joseph J. Douglas, III, son.

The Court further finds that Karen L. Douglas is the sole and only beneficiary of a certificate of insurance issued by The Prudential Insurance Company of America, a corporation, under its group life insurance policy no. GT 15465 and that she is entitled to receive the sums of money which have been deposited with the clerk of this court by The Prudential Insurance Company of America but that Karen L. Douglas and Geraldine Douglas have agreed to a division of said money so that Karen L. Douglas shall receive the sum of Twenty-Two Thousand Four Hundred Ninety-Six Dollars and 44/100 (\$22,496.44) and Geraldine Douglas shall receive the sum of Nine Thousand Five Hundred Ninety-One Dollars and 62/100 (\$9,591.62).

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED, AND DECREED BY THE COURT that Karen L. Douglas be and she is hereby granted summary judgment against The Prudential Insurance Company of America, a corporation, and Geraldine Douglas, defendants.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED, AND DECREED BY THE COURT that Karen L. Douglas be and she is hereby adjudged to be the sole and only lawful widow and surviving wife of Joseph John Douglas, deceased, and she is entitled to receive and shall have judgment for the sum of **One Hundred and Seventy Dollars** (\$170.00) per month survivor life insurance benefits from June 24, 1974 pursuant to the terms and provisions of group life insurance policy no. GT 15465 issued by The Prudential Insurance Company of America, a corporation.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED, AND DECREED BY THE COURT that James Patrick Douglas, Geraldine Douglas, Barbara Douglas, Kathleen Douglas, and Joseph J. Douglas, III, are the sole and only qualified family member children of Joseph John Douglas, deceased, and that they are entitled to receive and shall have judgment for the sum of Eight Dollars and 50/100 (\$8.50) per month each survivor life insurance benefits from June 24, 1974 pursuant to the terms and provisions of group life insurance policy no. GT 15465 issued by The Prudential Insurance Company of America, a corporation.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED, AND DECREED BY THE COURT that Karen L. Douglas have judgment against The Prudential Insurance Company of America, a corporation, for the sum of Thirty-Two Thousand Nine Hundred Sixty-Five Dollars and 60 Cent (\$32,965.60) ~~(\$32,965.00)~~ under the terms and provisions of group life insurance policy no. GT 15465 issued by The Prudential Insurance Company of America to United States Filter Company for life insurance benefits pursuant to certificate of insurance issued under the terms and provisions of said group life insurance policy, and that this portion of the judgment shall be satisfied and discharged by disbursement of the funds now held by the clerk of this court, which funds were deposited by The Prudential Insurance Company of America, in the following manner, to-wit:

The Prudential Insurance Company of America and its attorneys, Gable, Gotwals, Rubin, Fox, Johnson & Baker (Heretofore disbursed on May 1, 1975)	\$ 876.94
Geraldine Douglas, and her attorneys, Steinberg, Greenstein, Richman & Price	9,592.22 9,592.22
Karen L. Douglas, and her attorneys, Jack I. Gaither and Carl W. Longmire	22,496.44

The Clerk of the United States District Court for the Northern District of Oklahoma is hereby ordered to make disbursement of said moneys as hereinabove decreed.

Alma E. Barrow

UNITED STATES DISTRICT JUDGE

for U.S. Judge Wallace Cook

APPROVED FOR FORM:

Jack I. Gaither

JACK I. GAITHER

Carl W. Longmire

CARL W. LONGMIRE

Attorneys for Karen L. Douglas

GABLE GOTWALS RUBIN, FOX, JOHNSON & BAKER

Robert Gable

BY
Attorneys for The Prudential Insurance Company of America, a corporation

STEINBERG, GREENSTEIN, RICHMAN & PRICE

Jack E. Green

BY
Attorneys for Geraldine Douglas

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED
MAY 19 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA and)
JAMES G. McLEAN, Revenue Officer,)
Internal Revenue Service,)

Petitioners,)

vs.)

GEORGE E. HOOD,)

Respondent.)

CIVIL NO. 75-C-169

NOTICE OF DISMISSAL

COME NOW the United States of America and James G. McLean, Revenue Officer of the Internal Revenue Service, plaintiffs herein, by and through their attorney, Kenneth P. Snoke, Assistant United States Attorney for the Northern District of Oklahoma, and, pursuant to Rule 41 (a) (1) of Federal Rules of Civil Procedure hereby give notice of their dismissal of the above-captioned action, without prejudice.

Dated this _____ day of May, 1975.

UNITED STATES OF AMERICA

NATHAN G. GRAHAM
United States Attorney

/s/ Kenneth P. Snoke

Kenneth P. Snoke
Assistant United States Attorney

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

DEBORAH TROXELL SHIBLEY,)
)
) Plaintiff,)
)
 vs.)
)
) JOHN DOE, an alias, and)
) MICHAEL P. SHIBLEY,)
)
) Defendants,)
)
 and)
)
) STATE FARM MUTUAL AUTOMOBILE)
) INSURANCE COMPANY, a foreign)
) insurance corporation,)
)
) Garnishee.)

No. 72-C-451

FILED
MAY 16 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

This cause was submitted to the Court for decision after hearings established the absence of controverted facts and after parties had made oral, joint Motions for Summary Judgment. The following uncontested facts are those essential to resolving the legal questions presented.

On July 4, 1970, the plaintiff, Deborah Troxell Shibley was a passenger in an automobile driven by Michael P. Shibley. The plaintiff and her automobile were insured under a policy of defendant State Farm. Because of another car's change of lanes, the insured automobile struck a light pole, such causing injury to the plaintiff. Plaintiff then sued Michael Shibley in the District Court of Creek County, taking judgment for \$41,500.00 and thereafter garnishing State Farm. State Farm removed the action whereupon the Court determined that, from the policy provisions, bodily injury liability coverage did not extend to these facts. Plaintiff amended her Complaint to allege that Michael P. Shibley was an insured motorist as to plaintiff. State Farm then sought a declaratory judgment which would exclude coverage under the uninsured motorist provisions of the policy.

The questions presented to the Court are: first, the extent and efficacy of the uninsured motorist coverage provisions, such being determined by the exact terms of the policy issued; and second, whether the plaintiff has satisfied those obligations imposed on her by the insurance policy.

As to the first question, the exact language of this policy was before the Court in Markham v. State Farm Mutual Automobile Ins. Co., 326 F.Supp. 39 (W.D. Okla. 1971) which differed only by involving a parent-child immunity. In that case, the Court held that the driver was, for various reasons enunciated in that opinion, an uninsured motorist as to the passenger. On appeal to the United States Court of Appeals for the Tenth Circuit this Court was reversed, 464 F.2d 703 (1972) on the immunity issue which was expressed as the lack of legal entitlement to recover damage. The Circuit stated:

". . . under Oklahoma law, Dorothy Markham never had a cause of action against her daughter. Such being the case, she was not 'legally entitled to recover damages' from her daughter, and accordingly was not entitled to recover under either the uninsured motorist provisions . . . or under the Oklahoma uninsured motorist statute."

The Markham case differs from the instant suit only in reference to legal entitlement to recover. Plaintiff's entitlement to recover was established in a court of law and stands in this Court with a greater stature than Markham unless there is some other fatal deficiency arising from policy provisions.

As to the second question, the documents submitted to the Court show without controversy that Deborah Troxell Shibley did not comply with the material terms of the policy regarding notice and arbitration. These provisions which, inter alia, prevent fraud or obfuscatory tactics are as germane as the uninsured motorist provisions. For the reason that the insurer's rights may not be lost by act of the insured, and that there was no compliance with these policy provisions,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiff, Deborah Troxell Shibley, take nothing and judgment be rendered herein for the defendant State Farm Mutual Automobile Insurance Company, with each party to bear its own costs.

Dated this 15th day of May, 1975.

Yusef Bohanon
UNITED STATES DISTRICT JUDGE

FILED

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

MAY 14 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

LEVI DOWNING,

Plaintiff,

vs.

LARRY DOWNING,

Defendant.

NO. 74-C-442

ORDER OF DISMISSAL

ON this 14 day of May, 1975, 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.

Allen E. Benson

JUDGE, DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

BEST, SHARP, THOMAS & GLASS

By: *Joseph F. Glass*

JOSEPH F. GLASS

Attorney for the Plaintiff

ALFRED B. KNIGHT

Attorney for the Defendant

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

FILED

MAY 14 1975 -U.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

TULSA BUSINESS COLLEGE, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
-v-)
)
UNITED STATES OF AMERICA,)
)
Defendant.)

Civil Action Number
74-C-449 ✓

O R D E R

The Motion of Tulsa Business College, Inc., an Oklahoma corporation, Plaintiff herein, for dismissal of the above entitled action came on regularly to be ~~heard~~ ^{considered} on May 14, 1975, and it appearing to the Court that Defendant has not alleged any counterclaim against Plaintiff and that the defendant will in no way be substantially prejudiced by dismissal of the action.

IT IS HEREBY ORDERED that the above entitled ^{cause of} ~~action~~ ^{and} ~~complaint be, and it is hereby, dismissed without prejudice without costs to either party.~~

Dated this 14th day of May, 1975.

Allen E. Barrow

Judge of the United States
District Court

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

E I L E D

MAY 14 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

FRED MARVEL and ANGELA MARVEL,)
d/b/a Marvel Photo of Tulsa, Oklahoma,)
Plaintiff,)
-v-)
UNITED STATES OF AMERICA,)
Defendant.)

Civil Action Number
74-C-448 ✓

O R D E R

The Motion of Fred Marvel and Angela Marvel, d/b/a Marvel Photo of Tulsa, Oklahoma, Plaintiff herein, for dismissal of the above entitled action came on regularly to be ^{Considered} on May 14, 1975, and it appearing to the Court that Defendant has not alleged any counterclaim against Plaintiff and that the defendant will in no way be substantially prejudiced by dismissal of the action.

IT IS HEREBY ORDERED that the above entitled ^{Cause of} action ^{and} ^{Comp.} be, and it is hereby, dismissed without prejudice without costs to either party.

Dated this 14th day of May, 1975.

Allen E. Barrow

Judge of the United States
District Court

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

F I L E D

MAY 14 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ENID BUSINESS COLLEGE, INC.,)
 an Oklahoma corporation,)
)
 Plaintiff,)
)
 -v-)
)
 UNITED STATES OF AMERICA,)
)
 Defendant.)

Civil Action Number
74-C-450

O R D E R

The Motion of Enid Business College, Inc., an Oklahoma corporation, Plaintiff herein, for dismissal of the above entitled action came on regularly to be ~~heard~~ ^{considered} on May 14, 1975, 1975, and it appearing to the Court that Defendant has not alleged any counterclaim aginast Plaintiff and that the defendant will in no way be substantially prejudiced by dismissal of the action.

IT IS HEREBY ORDERED that the above entitled ^{cause of} ~~and~~ ^{and} ~~consider~~ action be, and it is hereby, dismissed without prejudice without costs to either party.

Dated this 14th day of May, 1975.

Allen E. Barrant

Judge of the United States
District Court

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

FILED

MAY 14 1975

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LeROY DELBERT McKEE and
JORETTA Y. McKEE, et al.,

Defendants.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 75-C-68

NOTICE OF DISMISSAL

COMES NOW the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, by and through its attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and gives notice of its dismissal of this action, without prejudice.

Dated this 14th day of May, 1975.

UNITED STATES OF AMERICA

NATHAN G. GRAHAM
United States Attorney

s/ Robert P. Santee

ROBERT P. SANTEE
Assistant United States Attorney

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

DAVID R. WILLIAMS, JR.,)
)
 Plaintiff,)
)
-vs-)
)
)
ELICAN DEVELOPMENT CO., LTD., a)
Canadian corporation; THE WILLIAMS)
COMPANIES, a Nevada corporation;)
and MARC-DAVID CORPORATION, a)
Delaware corporation,)
)
 Defendants.)
)
_____)

FILED

MAY 13 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. 74-C-363

ORDER OF DISMISSAL

The parties have entered into a stipulation for the settlement and dismissal of this action. The Court has considered the stipulation, does hereby approve the same and ORDERS, ADJUDGES AND DECREES as follows:

1. The temporary restraining order made and filed herein on August 14, 1974 be and the same is hereby dissolved.
2. The Second Amended Petition of plaintiff and the Counterclaim and Crossclaim in Interpleader of defendant The Williams Companies are all dismissed with prejudice, and without costs to any party.

Dated: May 13th, 1975.



H. DALE COOK
U. S. DISTRICT JUDGE

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

KEYSTONE, DIVISION OF BERKEY PHOTO, INC., a corporation,)
)
Plaintiff)
-vs-)
)
PHOTO SERVICES INTERNATIONAL, INC., a corporation,)
)
Defendant)

No. 75-C-6v

FILED
MAY 13 1975
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

Now on this 13th day of May, 1975, there having been presented to the undersigned Chief Judge of the United States District Court for the Northern District of Oklahoma, the Stipulation of the Parties, which has been heretofore filed herein, stipulating that this Court may enter a judgment in favor of the Plaintiff and as against the Defendant for the sum of \$12,250.45, with interest thereon, at the rate of 12% per annum from the first day of March, 1974, together with \$1,000.00, attorneys' fees, and all the costs of this action, and the Court having considered such Stipulation and being well and sufficiently advised in the premises, finds that judgment should be entered thereon.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THIS COURT that the Plaintiff, Keystone, Division of Berkey Photo, Inc., a corporation, do have and recover judgment of and against the Defendant, Photo Services International, Inc., a corporation, for the principal sum of \$12,250.45, with interest thereon at the rate of 12% per annum from the first day of March, 1974, together with the sum of \$ 1,000.00, attorneys' fees, for the use and benefit of Plaintiff's Counsel herein, together with all the costs of this action.

Allen E. Larson

Chief Judge, United States District
Court, for the Northern District
of Oklahoma

LAW OFFICES
UNGERMAN,
GRABEL &
UNGERMAN

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

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

ELGIN ACHORD,

Plaintiff,

vs.

FORD MOTOR COMPANY, a
foreign corporation,

Defendant.

No. 74-C-482

FILED

MAY 13 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

Upon motion of the plaintiff and consent of the defendant,
the above action and the several causes of action and claims
stated therein are hereby dismissed with prejudice, and without
costs.

Dated this 13th day of May, 1975.

Allen E. Barnes

UNITED STATES DISTRICT JUDGE

E I L E D

MAY 12 1975

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

Jack C. Silver, Clerk
U. S. DISTRICT COURT

TRANTER, INC.,)
a Michigan corporation,)
)
Plaintiff,)
)
vs.)
)
ZURN INDUSTRIES, INC., a)
Pennsylvania corporation,)
and DOYLE D. WEST,)
)
Defendants.)

Civil Action File

No. 75-C-79

ORDER OF DISMISSAL

In accordance with the Stipulation and Application for Order of Dismissal, the said Stipulation is approved. The plaintiff, TRANTER, INC.'S, *and all causes of action stated therein,* Complaint and Amended Complaint' against ZURN INDUSTRIES, INC., and DOYLE D. WEST, are hereby dismissed with prejudice to the said plaintiff. *and all causes of action stated therein* The Counterclaims' filed for ZURN INDUSTRIES, INC., and DOYLE D. WEST, against TRANTER, INC., are dismissed with prejudice to the defendants.

Each party shall pay its own costs.

DATED this 12th day of May, 1975, Tulsa, Oklahoma.


H. DALE COOK
JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:

DOERNER, STUART, SAUNDERS, DANIEL
& LANGENKAMP,
Attorneys for Plaintiff

BY: 

BY: 

QUINN, GENT, BUSECK AND LEEMHUIS, INC.
Attorneys for Defendants

BY: 


PHIL FRAZIER, Attorney for Defendants

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
)
)
JOE R. CONNER a/k/a JOE P. CONNER)
a/k/a JOE CONNERS,)
ROSETTA CONNER,)
MASTER CHARGE,)
EAGLE ACCEPTANCE CORPORATION,)
MRS. JAMES A. MATHEWS,)
COUNTY TREASURER, TULSA COUNTY, AND)
BOARD OF COUNTY COMMISSIONERS, TULSA)
COUNTY,)
)
Defendants.)

FILED
MAY 9 1975
Jack C. Silver, Clerk
U. S. DISTRICT COURT

Civil Action No. 74-C-438

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 7th day of May, 1975, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendant, Master Charge, appearing by its attorney, Harry A. Lentz, Jr., and the defendants, County Treasurer, and the Board of County Commissioners, Tulsa County, appearing by their attorney, Gary J. Summerfield, and the defendants Joe R. Conner a/k/a Joe P. Conner a/k/a Joe Connors, Rosetta Conner, Eagle Acceptance Corporation, and Mrs. James A. Mathews, appearing not.

The Court being fully advised and having examined the file herein finds that Joe R. Conner a/k/a Joe P. Conner a/k/a Joe Connors was served with Summons and Complaint on December 2, 1974, that the defendant Rosetta Conner was served with Summons and Complaint on December 2, 1974, that the defendant Master Charge was served with Summons and Complaint on November 14, 1974, that the defendants County Treasurer, and the Board of County Commissioners, Tulsa County, were served with Summons and Complaint on November 14, 1974, all as appears from the Marshal's Return of Service herein, and that the defendants Eagle Acceptance Corporation and Mrs. James A. Mathews were served by publication as appears from the Proof of Publication filed herein on April 2, 1975.

It appearing that the defendant Master Charge has duly filed its Answer and Cross Petition herein on November 20, 1974, and that the defendants County Treasurer, Tulsa County, and the Board of County Commissioners, Tulsa County, have duly filed their Answer herein on November 25, 1974, and that the defendants Joe R. Conner a/k/a Joe P. Conner a/k/a Joe Conners, Rosetta Conner, Eagle Acceptance Corporation, Mrs. James A. Mathews have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern District of Oklahoma:

Lot 3, Block 5, Prairie View Addition,
an Addition in Tulsa County, State of
Oklahoma, according to the recorded
Plat thereof

THAT the defendants Joe R. Conner and Rosetta Conner, did, on the 16th day of April, 1971, execute and deliver to The Lomas & Nettleton Company, their mortgage and mortgage note in the sum of \$19,100.00, with 7 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage of Real Estate dated May 27, 1971, filed in Tulsa County, Oklahoma, and recorded in Book 3970, Page 2135, The Lomas & Nettleton Company, a corporation assigned said note and mortgage to Charlestown Savings Bank; that by Assignment of Mortgage of Real Estate dated February 1, 1974, filed in Tulsa County, Oklahoma, and recorded in Book 4107, Page 1525, Charlestown Savings Bank assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants Joe R. Conner and Rosetta Conner made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default

has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$18,639.61 as unpaid principal, with interest thereon at the rate of 7 percent per annum from April 1, 1974, until paid, plus the cost of this action accrued and accruing.

The Court finds that Master Charge is entitled to judgment against Joe R. Conner and Rosetta Conner in the amount of \$417.23, plus interest according to law, but that such judgment would be subject to and inferior to the first mortgage lien of the plaintiff herein.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Joe R. Conner and Rosetta Conner, the sum of \$28.12, plus interest according to law, for personal property taxes for the year 1974, and that Tulsa County should have judgment in rem for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Joe R. Conner and Rosetta Conner, the sum of \$219.67, plus interest according to law, for real estate taxes for the year 1974, and that Tulsa County should have judgment for said amount, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Joe R. Conner and Rosetta Conner, in personam, for the sum of \$18,639.61 with interest thereon at the rate of 7 percent per annum from April 1, 1974, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Master Charge have and recover judgment, in personam, against the defendants, Joe R. Conner and Rosetta Conner, in the amount of \$417.23, plus interest according to law, plus accrued court costs, as of the date of this judgment, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Tulsa County have and recover judgment in rem against the defendants Joe R. Conner and Rosetta Conner, for the sum of \$28.12, plus interest according to law as of the date of this judgment, for personal property taxes, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Tulsa County have and recover judgment in rem against the defendants Joe R. Conner and Rosetta Conner, for the sum of \$219.67, plus interest according to law, as of the date of this judgment, for real estate taxes, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

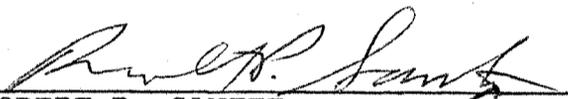
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment in rem against the defendants, Eagle Acceptance Corporation, and Mrs. James A. Mathews.

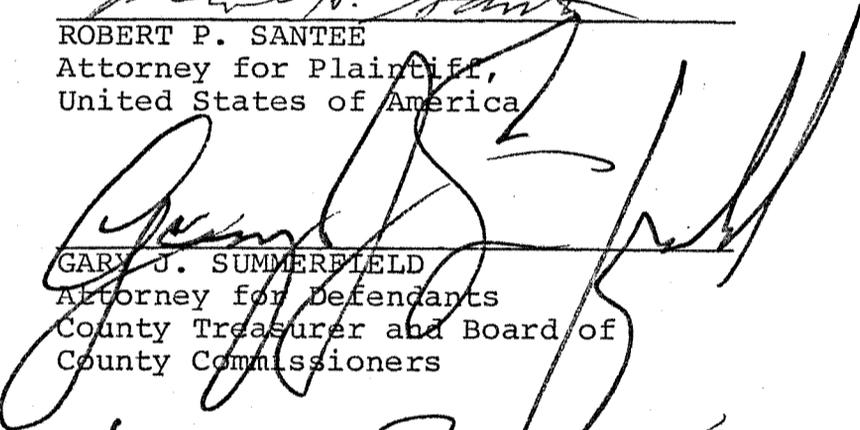
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property and apply the proceeds thereof in satisfaction of plaintiff's judgment, which sale shall be subject to the tax judgment of Tulsa County, supra. The residue, if any, shall be deposited with the Clerk of the Court to await further order of the Court.

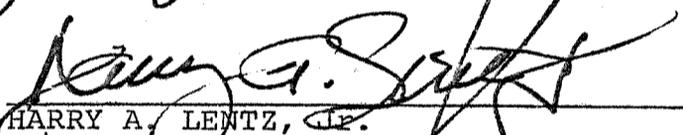
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Attorney for Plaintiff,
United States of America


GARY J. SUMMERFIELD
Attorney for Defendants
County Treasurer and Board of
County Commissioners


HARRY A. LENTZ, Jr.
Attorney for Defendant,
Master Charge

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

C. C. BOWLINE, PAUL GROVES,
F. E. FREYMUTH and BURCH
FARNSWORTH,

Plaintiffs,

vs.

No. 75-C-160

SMITHCO ENGINEERING, INC., a cor-
poration, SMITHCO MANUFACTURING
COMPANY, a corporation, SMITHCO
MANUFACTURING EMPLOYEES' TRUST,
an express trust and employee
benefit plan, ORVILLE L. SMITH,
JAMES H. LEE and SIBYL G. SMITH
not as individuals but as the
trustees of the Smithco Manufac-
turing Employees' Trust,

Defendants.

FILED

MAY 9 - 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

This matter comes before the Court on this 9 day of May, 1975, upon the Application of the plaintiffs for an Order of dismissal of this action with prejudice. The plaintiffs have indicated to the Court, by their Application, that all issues of law and fact heretofore existing between the plaintiffs and the defendants have been settled, compromised, released and extinguished and that no further issues of law or fact remain to be settled or determined between the parties, and that the plaintiffs petition this Court for an Order of dismissal.

The Court, having examined the Application, the records and pleadings in the cause, and having heard the statements of counsel, and being otherwise advised in the premises, finds that the Application should be granted.

The Court finds that all issues of law and fact heretofore existing between the plaintiffs and the defendants have been settled, compromised, released and extinguished and no further issue of law or fact remains to be determined or adjudicated between the parties.

The Court further finds that this action of the plaintiffs should be dismissed with prejudice to future actions thereon.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED that the cause or causes of the plaintiffs herein be and the same are hereby dismissed with prejudice to all future actions thereon.

Allen E. Brown

JUDGE

APPROVED AS TO FORM:

Frank M. Taylor
Attorney for Plaintiffs

(5) *Paul McElroy*
Attorney for Defendants

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

FILED

MAY 8 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

GEORGE RANDALL FRENIER by his father)
and next friend, RICHARD FRENIER,)
STEVEN HERRING by his father and next)
friend, KENNETH HERRING,)

Plaintiff,)

vs.)

No. 75-C-21

JACK PURDIE, Chief of Police, TULSA)
POLICE DEPARTMENT; HONORABLE JOE)
JENNINGS, Judge of the District Court,)
Juvenile Division, Tulsa County,)
Oklahoma,)

Defendant.)

JUDGMENT

NOW on this 8th day of May, 1975, this
matter came to the attention of this Court upon the answer filed
by Jack Purdie, Chief of Police of the City of Tulsa Police
Department wherein he consented to the relief prayed for in
Paragraph IV of the Complaint.

The Court finds that this is an action to expunge all
records pertaining to the arrest of George Randall Frenier and
Steven Herring by the City of Tulsa Police Department on or
about the 9th day of December, 1974. The Court finds that the
search of the vehicle in which the two Plaintiffs were riding
was without probable cause; that as a result of the search a
pistol belonging to the father, of George Randall Frenier was
found beneath the car seat and that the pistol had been previously
placed there without the knowledge of either Plaintiff. That
the accused crime of carrying a concealed weapon had not been
committed by either of the Plaintiffs. Nevertheless, Plaintiffs
were arrested, photographed, fingerprinted and information per-
taining to the arrest was recorded in the record department of
the City of Tulsa Police Department, and like records sent to
the Federal Bureau of Investigation and Oklahoma State Bureau of
Investigation.

The Court finds that Plaintiffs are entitled to the relief
as against this Defendant and that by reason of the circumstances
should have their civil rights vindicated by the complete ex-

1 pungenent of all records pertaining to the unlawful arrest.
2 The Court having jurisdiction over the parties and the subject
3 matter of this action.

4 IT IS THEREFORE ORDERED, DECREED AND ADJUDGED that Jack
5 Purdie, as Chief of Police of the City of Tulsa Police Department
6 shall and he is hereby ordered:

- 7 (1) To destroy all records in existence in all departments
8 of the City of Tulsa Police Department relating
9 to, recording or referring to the arrest of
10 Plaintiffs, including but not limited to police
11 offices, arrest records, photographs, fingerprints,
12 reports, correspondence, booking data, jail
13 records, and any other known records indicating
14 Plaintiffs were ever arrested or detained for
15 any reason pursuant to said arrest, including
16 informal officer reports and interdepartmental
17 communications
- 18 (2) That said Defendant notify the Federal Bureau of
19 Investigation that no action was taken upon the
20 information sent to said Bureau, requesting its
21 return and requesting that any information relating
22 to Plaintiffs held by said bureau be transferred
23 from its criminal records to the general identifica-
24 tion files.
- 25 (3) That said Defendant notify the Oklahoma State Bureau
26 of Investigation that all records sent to that Bureau
27 should be returned.

28 That Defendant shall report to this Court that all matters
29 ordered by this Court have been fully complied with.

30 Allen E. Barrow
31 JUDGE

32 APPROVAL AS TO FORM:

33 Jack Purdie, Chief of Police
34 City of Tulsa Police Department

35 Tom Gann
36 By Tom Gann, Attorney for Defendant

37 Lawrence A. Johnson
38 Lawrence A. Johnson
39 Attorney for Plaintiff

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
 vs.) CIVIL ACTION NO. 75-C-56
)
)
) REGINALD B. EVANS and)
) MARY SUE EVANS,)
)
) Defendants.)

FILED
MAY 7 - 1975
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 6th
day of May, 1975, the Plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the Defendants, Reginald
B. Evans and Mary Sue Evans, appearing not.

The Court being fully advised and having examined
the file herein finds that Defendants, Reginald B. Evans and
Mary Sue Evans, were served by publication, as appears from
the Proof of Publication filed herein.

It appearing that the said Defendants have failed
to answer herein and that default has been entered by the Clerk
of this Court.

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 and that the following described
real property is located in Tulsa County, Oklahoma, within
the Northern Judicial District of Oklahoma:

Lot Seven (7), Block Fifty-one (51), VALLEY
VIEW ACRES THIRD ADDITION to the City of
Tulsa, Tulsa County, State of Oklahoma,
according to the recorded plat thereof.

THAT the Defendants, Reginald B. Evans and Mary Sue
Evans, did, on the 29th day of March, 1974, execute and deliver
to the Administrator of Veterans Affairs, their mortgage and
mortgage note in the sum of \$10,750.00 with 8 1/4 percent inter-
est per annum, and further providing for the payment of monthly
installments of principal and interest.

The Court further finds that Defendants, Reginald B. Evans and Mary Sue Evans, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 11 months last past, which default has continued and that by reason thereof the above-named Defendants are now indebted to the Plaintiff in the sum of \$10,792.00 as unpaid principal with interest thereon at the rate of 8 1/4 percent per annum from June 1, 1974, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendants, Reginald B. Evans and Mary Sue Evans, in rem, for the sum of \$10,792.00 with interest thereon at the rate of 8 1/4 percent per annum from June 1, 1974, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said Defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property and apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residue, if any, shall 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, all of 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 thereof.

Walter E. Barrow
United States District Judge

APPROVED

Robert P. Santee

ROBERT P. SANTEE
Assistant United States Attorney

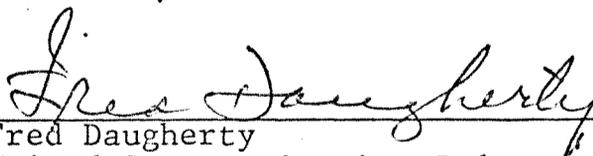
"Thus, it generally is required that (a) the applicant make a strong showing that he is likely to succeed on the merits of the appeal; (b) the applicant establish that unless a stay is granted he will suffer irreparable injury; (c) no substantial harm will come to the other interested parties, and (d) a stay would do no harm to the public interest."

This test has been developed from the decision in Virginia Job. Ass'n. v. Federal Power Com'n., 259 F. 2d 921 (D.C. 1958).

In applying this test to the case at hand it is seen that Defendant has made no showing that he is likely to succeed on the merits of his appeal. Nor has Defendant established that he will suffer irreparable injury unless his stay is granted. Also Defendant has failed to show that Plaintiff will come to no harm if the stay is granted. The public interest would not appear to be affected by the injunction in this case.

Defendant has failed to meet all the requirements of the Virginia Job. Ass'n., supra, test. The Court therefore concludes that its injunction restraining the infringement of Plaintiff's patent by Defendant should not be stayed pending the outcome of Defendant's appeal and Defendant's Motion should be overruled.

It is so ordered this 7th day of May, 1975.


Fred Daugherty
United States District Judge

a distinction between the Harris Patent and the Plaintiff's Patent the Court placed too much emphasis on the method of floating the pontoons (displacement of water, introduction of air), this distinction being an engineering choice and not a matter of invention; 3) in finding a distinction between the Harris Patent and the Plaintiff's Patent the Court disregarded the testimony of Plaintiff's expert who stated that the flotation distinction is a matter of engineering choice and not one of invention; 4) in finding a distinction between the Plaintiff's Patent and the Harris Patent the Court found a distinction in that the Harris Patent did not involve a pivotal frame mounted within a recess, and in so doing disregarded the testimony of Defendant's expert who stated that mounting the Harris device in a recess would not change its function; 5) in determining that the recess feature was a distinction between the Harris Patent and the Plaintiff's Patent the Court disregarded the deposition of the Plaintiff wherein he stated that he did not consider the recess to be part of the invention; and 6) the Court finding that the Harris Patent is distinguishable from the Plaintiff's Patent through two features, one being the lack or a utilization of a recess in the Harris Patent, and in so doing the Court disregards the statement of the Plaintiff's attorney that the recess would not be a sufficient distinction upon which to issue a patent.

Defendant's Motion is opposed by Plaintiff who answers Defendant's numbered paragraphs as follows:

1) The Court in reaching its conclusion considered the distinction between the Harris Patent and the Ward Patent in other places than in the one paragraph alluded to by Defendant; 2) in noting the method of pontoon flotation, the Court was merely listing a number of distinctions between the Harris Patent and Plaintiff's Patent; 3) the Court does not rely solely on the flotation method distinction, thereby disregarding Plaintiff's expert, as is suggested by Defendant; 4) the Court does not disregard the Defendant's expert's testimony as it found that the Harris device does not relate to an individual dry dock for boats, thus to merely mount the Harris device in a recess would not teach Plaintiff's invention; 5) the Plaintiff's deposition was not introduced into evidence at trial, moreover, the Plaintiff changed his answer to the question Defendant alludes to prior to signing the deposition; and 6) Plaintiff's attorney's statement is argument taken out of context by the Defendant.

Rule 59(a), Federal Rules of Civil Procedure reads, in part, as follows:

"A new trial may be granted to all or any of the parties and on all or part of the issues. .

* * * * *

(2) in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in suits in equity in the Courts of the United States."

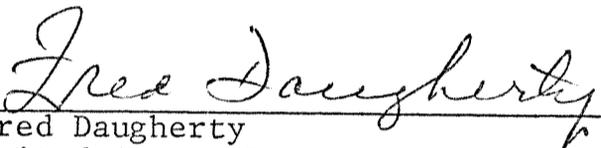
In non-jury actions where the trial judge presides over both the facts and the law he may grant a new trial on motion of a party only where he finds either an error of law or an error of fact on the face of the record. But the error must be a manifest misapprehension of the law or mistake

of fact. Pioneer Paper Stock Co. v. Miller Transport Co., 109 F. Supp. 502 (D. N.J. 1953). It is well settled that a motion for rehearing or new trial for error of fact is addressed to the sound judicial discretion of the trial court. Patton v. Lewis, 146 F. 2d 544 (Tenth Cir. 1944). A new trial in a court action should not be granted merely to relitigate old matters. Petition of Long, 295 F.Supp. 857 (S.D. NY 1968). In reaching its decision in a court action the Trial Court need not fragmentize the evidence and make extensive findings to negative every offer of proof which has failed to persuade it, nor must it make findings and conclusions to set forth the extent of its reliance upon the testimony of witnesses or its assessment of their credibility, or the weight given to such testimony in relation to other evidence introduced at the trial. The Court need only find such ultimate facts as are necessary to reach a decision in the case and is not required to make findings encompassing each and every detailed dispute or disagreement asserted by counsel or appearing in the evidence. Erickson Tool Company v. Balas Collect Company, 277 F. Supp. 226 (N.D. Ohio 1967).

The matters asserted by Defendant as a basis for a new trial due to a mistake of fact are merely reargument of matters previously asserted. The Court has not, perhaps, in its Memorandum Opinion made a detailed finding as to each and every point raised by Defendant in his Motion. However, the Court is not required to do this. It is only required to decide the ultimate facts. This has been done.

The arguments raised by Defendant go to the weight and credit of the evidence, and not to a manifest error of fact which requires the granting of a new trial. Therefore, Defendant's Motion should be overruled.

It is so ordered this 7th day of May, 1975.



Fred Daugherty
United States District Judge

K

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

ELNORA LEE and MARTIN LEE,)
)
 Plaintiffs,)
)
 vs.)
)
 MUNSINGWEAR, INC., and)
 JOSEPH EDWARD PFEIL,)
)
 Defendants.)

No. 74-C-454

FILED
MAY 5 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

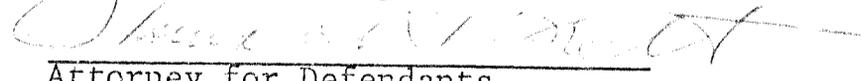
ORDER OF DISMISSAL

Now on this 5th day of May, 1975, comes on for consideration the Stipulation for Dismissal of plaintiffs and defendants herein in the above entitled cause. The Court finds that said cause has been settled and that defendants have this date paid to plaintiffs the sum of Six Thousand Five Hundred Dollars (\$6500.00), in full settlement, release and satisfaction of plaintiffs' cause of action set forth in the Complaint herein, and that plaintiffs have accepted said sum in full satisfaction, release and discharge of their cause of action and claim against the defendants, and the Court, after due consideration, finds that said Dismissal should be approved.

IT IS THEREFORE ORDERED that this cause ^{of action & Complaint} be, and the same is hereby dismissed with prejudice, each party to bear their own costs.


UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Attorney for Plaintiffs

Attorney for Defendants

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

UNITED STATES OF AMERICA,
Petitioner,
vs.
STANLEY GLENN MILLER,
Patient.

E I L E D

MAY 5 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

Civil No. 75-C-154

ORDER

Now, on this 5th day of May, 1975, this cause comes on for consideration on petitioner's Application For Dismissal. The Court having read the file in this cause, including the reports of the examining physicians filed herein, finds that said application should be sustained.

IT IS THEREFORE ORDERED that this cause should be and the same is hereby dismissed.

Shirley E. Barrow
UNITED STATES DISTRICT JUDGE
for U.S. Judge N. Dale Cook

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

JERRY E. CAPPS and SULPHUR)
STANDARD CORPORATION,)

Plaintiffs,)

-vs-)

ARNOLD & BUOEN, ARCHITECTS, JOHN)
GOODMAN ARNOLD, Individually, and)
DONALD R. BUOEN, A.I.A., Individu-)
ally,)

Defendants.)

NO. 73-C-87

FILED

MAY 5 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

After reviewing the file and record in this cause,
the recommendation of the Magistrate is hereby approved, and

IT IS THEREFORE ORDERED That the motion of the de-
fendants, and each of them, for dismissal, be and the same is
hereby granted, effective thirty (30) days from the date of
this order, provided the plaintiffs fail to perfect personal
service over the defendants within that time.

The Clerk of the Court shall forward by mail a copy
of this order to each of the attorneys for the above named
plaintiffs and defendants.

DATED This 5 day of May, 1975.

Allen E. Bowers

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

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

GRAND RIVER DAM AUTHORITY,)
a public corporation,)

Plaintiff,)

vs.)

No. 74-C-324

N-REN CORPORATION, a)
Delaware corporation,)
successor to CHEROKEE)
NITROGEN COMPANY, an)
Oklahoma corporation,)

Defendant,)

FILED

MAY 2 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

APPLICATION

Comes now the plaintiff and the defendant and files this joint application asking the Court to enter its order dismissing the cause of action pending herein for the reasons as follows:

1. That the parties hereto have entered into an amicable compromise settlement of the case and accordingly, it should be dismissed.

WHEREFORE, plaintiff and defendant herein file this joint application for an order of dismissal.

James R. Burt

Attorney for Plaintiff

Attorney for Defendant

FILED

MAY 6 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

NOW on this 5 day of May, 1975, upon the joint application of the parties hereto, the Court finds that the case herein has been amicably settled between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the cause of action pending herein is dismissed with prejudice to refiling same.

W. Dale Cook

JUDGE

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

OKLAHOMA ORDINANCE WORKS)
AUTHORITY, a public trust,)
Plaintiff,)
vs.)
N-REN CORPORATION, d/b/a)
CHEROKHE NITROGEN COMPANY,)
a Delaware corporation,)
Defendant.)

No. 74-C-485

FILED
MAY 2, 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

APPLICATION

Comes now the plaintiff and the defendant and files this joint application asking the Court to enter its order dismissing the cause of action pending herein for the reasons as follows:

1. That the parties hereto have entered into an amicable compromise settlement of the case and accordingly it should be dismissed.

WHEREFORE, plaintiff and defendant herein file this joint application for an order of dismissal.

P. Robis Langworthy
Attorney for Plaintiff

Attorney for Defendant

FILED

MAY 6 1975

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

NOW on this 5 day of May, 1975, upon the joint application of the parties hereto, the Court finds that the case herein has been amicably settled between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the cause of action pending herein is dismissed with prejudice to refiling same.

W. Dale Cook

JUDGE