

Entered

FILED

APR 30 1985

JACK C. BIVENS, CLERK
U. S. DISTRICT COURT

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

LARRY SHUFELDT,)
)
Plaintiff,)
)
vs.)
)
GAS SERVICE COMPANY, et al.,)
)
Defendants.)

No. 85-C-102-E

ORDER

There being no response to the Defendants William Hauser d/b/a F.A.S.T. Rentals and S & H Sales & Rentals, a partnership, Steve Strasburger and William Hauser, General Partners motion to dismiss and more than two (2) months having passed since the filing of the same and no extension of time having been sought by Plaintiff the Court, pursuant to Local Rule 14(a), as amended effective March 1, 1981, concludes that Plaintiff has therefore waived any objection or opposition to the motion. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964).

The motion to dismiss of William Hauser d/b/a F.A.S.T. Rentals and S & H Sales & Rentals, a partnership, Steve Strasburger and William Hauser, General Partners is therefore granted.

DATED this 29th day of April, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 30 1985

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
HAROLD L. POTTER,)
)
Defendant.)

CIVIL ACTION NO. 84-C-528-E

ORDER

Good cause having been shown, it is hereby ORDERED,
ADJUDGED AND DECREED that the above-referenced action is hereby
dismissed without prejudice.

Dated this 29th day of April, 1985.

James A. ...
UNITED STATES DISTRICT JUDGE

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Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
APR 30 1985
CLERK
COURT

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	
)	
CHARLESETTA H. GRIMES,)	
a/k/a HILDRED C. GRIMES,)	
)	
Defendant.)	CIVIL ACTION NO. 85-C-175-C

DEFAULT JUDGMENT

This matter comes on for consideration this 30 day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through James E. Pohl--Special, Assistant United States Attorney, and the Defendant, Charlesetta H. Grimes, a/k/a Hildred C. Grimes appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Charlesetta H. Grimes, a/k/a Hildred C. Grimes acknowledged receipt of Summons and Complaint on March 14, 1985. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendant, Charlesetta H. Grimes, a/k/a Hildred C. Grimes for the principal

sum of \$2,053.39, plus accrued interest of \$834.49 as of January 4, 1985, plus interest \$2,053.39 at 7 percent from January 4, 1985, until paid, plus costs of this action.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

Entitled

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA APR 30 1985

CLERK
COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DONALD R. GRANDE,)
)
 Defendant.)

CIVIL ACTION NO. 85-C-85-C

DEFAULT JUDGMENT

This matter comes on for consideration this 30 day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Donald R. Grande, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Donald R. Grande, was served with Summons and Complaint on March 13, 1985. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendant, Donald R. Grande, for the principal sum of \$1,206.61 as of December 26, 1984, plus interest from the date of judgment at the current

legal rate of 9.15 percent until paid, plus costs of this
action.

S/H. DALE COOK
UNITED STATES DISTRICT JUDGE

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

TIDWELL INDUSTRIES, INC. and
WINSTON HOMES, INC.,
Delaware corporations,

Plaintiffs,

v.

CHARLES L. PLUMMER; JAMES B.
McDUFFIE; C. R. McKEAN and
JOAN C. McKEAN,

Defendants,

and

GENE PIERCE, d/b/a QUALITY
MOBILE HOMES and JERRY R.
HILTZMAN, MARTHA McDUFFIE,
and TOTAL CONCEPT MANUFAC-
TURED HOMES, INC.,

Additional Defendants.

NO. 84-C-643-B

NO. 84-C-644-B

APR 30 1985

CLERK
U.S. DISTRICT COURT

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of plaintiff, Winston Homes, Inc., in the amount of Seventy-One Thousand Four Hundred Forty Two and 49/100 Dollars (\$71,442.49) and Tidwell Industries, Inc., in the amount of Seventy-Eight Thousand Nine Hundred Thirty Seven and 96/100 Dollars (\$78,937.96), against the defendants, Charles L. Plummer, James B. McDuffie, C. R. McKean and Joan C. McKean, Martha McDuffie and Total Concept Manufactured Homes, Inc.; prejudgment interest at the rate of 6% per annum from October 15, 1984 and post-judgment interest at the rate of 9.15% per annum; and the costs

of this action and a reasonable attorney's fee if timely requested.

DATED this 30th day of April, 1985.

A handwritten signature in cursive script, reading "Thomas R. Brett", written over a horizontal line.

THOMAS R. BRET
UNITED STATES DISTRICT JUDGE

Entered

FILED

APR 30 1985

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

JACK D. SHIVER, CLERK
U.S. DISTRICT COURT

RUBY BRUMLEY, Administratrix
of the Estate of Harley Baker,
Deceased,

Plaintiff,

vs.

FRANK THURMAN, et al.,

Defendants.

No. 84-C-52-B

O R D E R

This matter comes before the Court on motion for relief from the Court's Order of January 24, 1985, filed by defendants Young, Inhofe, Hall, Gardner, Hewgley and Eaton in their individual capacities. Defendants also request clarification of the January 24 Order. For the reasons set forth below, defendants' motion is sustained. The Court answers defendants' "request for clarification" below.

The City of Tulsa and its individually named municipal officers, both individually and in their elected capacities, filed their motion to dismiss and alternative motion for summary judgment on January 8, 1985. On January 24, 1985, the Court overruled defendants' motion on the ground that plaintiff had stated a cause of action under section 1983, having alleged a pattern or series of incidents of conduct regarding inadequate medical treatment given persons incarcerated in the City-County jail.

The individual city defendants now specifically contend they should not remain in this matter in their individual capacities since plaintiff has not alleged personal participation on their

parts. The Court agrees. Personal participation is an essential allegation in a section 1983 claim against an individual defendant. Bennet v. Passic, 545 F.2d 1260, 1262-3 (10th Cir. 1976). Plaintiff must establish an "affirmative link" between the occurrence of the alleged misconduct and the authorization or approval of such misconduct on the part of an individual defendant. Rizzo v. Goode, 423 U.S. 362 (1976). Before a superior may be held liable for acts of an inferior, the superior, expressly or otherwise, must have participated or acquiesced in the constitutional deprivation of which the complaint is made. Kite v. Kelley, 546 F.2d 334, 337 (10th Cir. 1976). In the instant case, the plaintiff has no evidence to establish an affirmative link between the individual city defendants and the alleged wrongdoings complained of herein.

Defendants also request clarification of the January 24 Order, urging that clarification will allow for simplified pleadings and narrowed legal issues. City defendants "understand the language of the Court's order making reference to the sustained summary judgment on behalf of police officer Vernon B. Wherry to intend exclusion of issues relating to his conduct prior to the point in time when he relinquished custody of plaintiff's decedent, Harley Baker, to the custody of officials operating the City-County Jail and their alleged subsequent indifference to the medical needs of plaintiff's decedent." The language defendants refer to from the January 24 Order is as follows:

"Plaintiff's 'Response to Motion to Dismiss and Alternative Motion for Summary Judgment' discusses a motion for summary judgment of Vernon B. Wherry which plaintiff apparently believes was raised in the City Defendants' motion of January 8, 1985. However, Vernon

B. Wherry is no longer a defendant in this lawsuit. The Court's Order of November 30, 1984 sustained the February 23, 1984 motion of Vernon Wherry for summary judgment."

The Court's reference to summary judgment in favor of Officer Wherry was intended merely to clarify that Wherry is no longer a party to this lawsuit. In a January 17, 1985 response brief, plaintiff had asked the Court to deny a nonexistent motion for summary judgment of Officer Wherry, after the Court had sustained Wherry's motion on November 30, 1984 on the basis of qualified immunity.

The Court's Orders of November 30 and January 24 do not exclude all facts relating to Officer Wherry's conduct in the nature of an Order in Limine. Neither should the Orders be read to exclude all "issues relating to [Wherry's] conduct." The Court cannot say plaintiff will be unable to introduce aspects of Officer Wherry's conduct which might relate to the alleged liability of the City or individual defendants in their official capacities.

The motion to dismiss individual defendants Young, Inhofe, Hall, Gardner, Hewgley and Eaton in their individual capacities is sustained.

IT IS SO ORDERED this 29th day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

FILED

APR 29 1985

W. C. SILVER, CLERK
U.S. DISTRICT COURT

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

THE FIRST NATIONAL BANK AND)
TRUST COMPANY OF TULSA, a)
national banking association,)

Plaintiff,)

vs.)

No. 84-C-651-C

KENNETH R. HAND,)

Defendant.)

ORDER

Upon the Joint Stipulation of Dismissal With
Prejudice filed herein on April 25, 1985, it is
hereby ordered, adjudged and decreed that the above styled and
numbered case be, and the same is hereby, dismissed with
prejudice.

(Signed) H. Dale Cook

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

Entered

APR 28 1985
U.S. DISTRICT COURT

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

QUARLES DRILLING CORPORATION, §
Plaintiff, §
V. §
BASS ENTERPRISES PRODUCTION CO., §
Defendant. §

NO. 84-C-610-C

ORDER FOR DISMISSAL

CAME ON TO BE CONSIDERED the Joint Motion of the parties for Dismissal and this Court having considered same finds that it should be GRANTED.

IT IS ACCORDINGLY ORDERED that the respective causes of action of al parties hereto are dismissed with prejudice to the right of any party to refile the same or any part thereof. Each party shall bear its costs of court.

SIGNED this 29 day of April, 1985.

s/H. DALE COOK

JUDGE PRESIDING

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

FILED

APR 29 1985

DYCO PETROLEUM CORPORATION,)
a Minnesota corporation,)
)
Plaintiff,)
)
vs.) No. 84-C-23-C
)
)
OIL FIELD SYSTEMS CORPORATION,)
a corporation,)
)
)
Defendant.)

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

This cause coming on for hearing this 29th day of April, 1985, before the undersigned Judge, the Plaintiff, Dyco Petroleum Corporation ("Dyco"), appearing by and through its attorneys of record, Boesche, McDermott and Eskridge and the Defendants, Oil Field Systems Corporation ("OFS"), appearing by and through its attorneys of record, Rosenstein, Fist and Ringold; and the issue of liability already being determined by the Court in an order attached hereto as Exhibit "A"; both parties stipulate the amount of damages due the Plaintiff as follows:

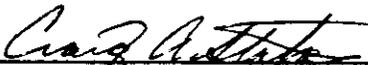
OFS share of Bartex defaulted billings	\$74,546.22
Interest on OFS share of Bartex defaulted billings	10,795.53
Interest on OFS billings	<u>10,433.52</u>
Total	\$95,775.27

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have and recover from the Defendant the sum of \$95,775.27, and \$60.00, the costs of this action, with attorney's fees to be set by the Court at a hearing on a future date.

(Signed) H. Dale Cook

Judge of the District Court

Approved As To Form:



Charles A. Grissom, Jr.
Craig A. Stokes
Of BOESCHE, McDERMOTT & ESKRIDGE
320 South Boston, Suite 1300
Tulsa, Oklahoma 74103
(918) 583-1777

ATTORNEYS FOR PLAINTIFF



Jon B. Comstock
Of ROSENSTEIN, FIST & RINGOLD
525 South Main, Suite 300
Tulsa, Oklahoma 74103
(918) 585-9211

ATTORNEYS FOR DEFENDANT

Entered

FILED

APR 29 1985

WACK C. SILVER, CLERK
U.S. DISTRICT COURT

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

THE FIRST NATIONAL
BANK AND TRUST COMPANY
OF TULSA

*
*
*
*
*
*
*

VS.

CIVIL ACTION NO. 83-C-791-B

WILLIAM GASKIN

AGREED JUDGMENT

BE IT HEREBY REMEMBERED:

That on this 29 day of April, 1985, came the parties by and through their attorneys of record, following an earlier announcement of settlement of this cause, and presented this Agreed Judgment, together with a compromise settlement agreement appended thereto, which is incorporated herein by reference as though fully set forth below, and asked the Court to approve said settlement.

The Court, having reviewed the Judgment, the compromise settlement agreement, and in consideration of the intent of the parties to settle their differences, hereby approves the settlement entered into by the parties.

It is, therefore, ORDERED, ADJUDGED and DECREED, in accord with the terms of the settlement agreement, that First National Bank and Trust Company of Tulsa shall have, with consent of

William Gaskin, Judgment in the amount of \$475,000.00; subject, however to the provision regarding interest, recordation, execution, abstraction, reduction of Judgment and release of Judgment contained in the compromise settlement agreement attached hereto and made part hereof by reference.

It is further ORDERED, ADJUDGED and DECREED that Defendant and Counter-Plaintiff, William Gaskin, have and take nothing by virtue of his cross-claim against Plaintiff and Counter-Defendant, First National Bank and Trust Company of Tulsa.

It is further ORDERED, ADJUDGED and DECREED that each party hereto shall bear his or its own costs.

All relief not specifically granted herein is denied.

Signed on the date above, entered at Tulsa, Oklahoma.

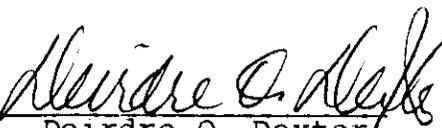
S/ THOMAS R. BRETT

United States District Judge

APPROVED:

CONNER & WINTERS

BY:


Deirdre O. Dexter

2400 First National Tower
Tulsa, Oklahoma 74103

ATTORNEYS FOR PLAINTIFF,
FIRST NATIONAL BANK AND
TRUST COMPANY

McLEOD, ALEXANDER, POWEL
& APFFEL, P.C.

BY:



J. D. Bashline
TBA #01869600

802 Rosenberg, P. O. Box 629
Galveston, Texas 77553
409/763-2481 or 713/488-7150

ATTORNEYS FOR DEFENDANT,
WILLIAM GASKIN

JUDGMENT ON JURY VERDICT

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

GEORGE ROBERT HARL, JR.

CIVIL ACTION
FILE NO.

84-C-519-C

vs.

JERRY G. McFARLAND and
DOUGLAS J. CASH

APR 26 1985
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

This action came on for trial before the Court and a jury, Honorable _____

H. DALE COOK, United States District Judge, presiding.

The issues having been duly tried and the jury having duly rendered its verdict, it is ordered and adjudged that judgment be entered in favor of the defendants, Jerry G. McFarland and Douglas J. Cash, and that the plaintiff take nothing.

Dated at Tulsa, Oklahoma
of April 19 19 85.

this 26th day


Jack C. Silver, Clerk of Court

Entered

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

FILED

SHERMAN E. SMITH, Administrator)
With Will Annexed for the Estate))
of Edward A. Smith,))
))
Plaintiff,))
v.))
))
V. W. MCKNAB, an Individual,))
))
Defendant.))

APR 26 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 84-C-80-B

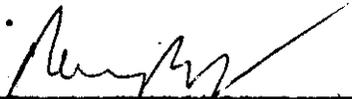
JUDGMENT

In accordance with the Findings of Fact and Conclusions of Law entered this date in the above-styled civil action,

IT IS THE JUDGMENT of this Court that the Plaintiff, Sherman E. Smith, Administrator with Will Annexed for the Estate of Edward A. Smith, shall have judgment against the Defendant, V. W. McKnab, an individual, in the principal amount of \$248,000.00, together with interest on the unpaid balance at the rate of nine percent (9%) per annum until installments were due under the promissory note dated March 1, 1976; and with interest at ten percent (10%) per annum on all installments after their respective due dates; and with interest on the total accrued amount of principal and interest from and after this date of judgment at the rate of fifteen percent (15%) per annum as presently provided for under the laws of the State of Oklahoma, in 12 Okla.Stat. (1981) §727, together with all court costs incurred or hereinafter incurred in the prosecution of this civil action, and attorneys fees to be determined by the Court following a hearing thereon.

IT IS FURTHER ORDERED that the original promissory note shall be surrendered to the Court Clerk and cancelled as being merged into this judgment.

Dated this 26th day of April, 1985.



Robert S. Rizley
United States Magistrate

Entered

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

FILED

APR 26 1985

JACK D. SILVER, CLERK
U.S. DISTRICT COURT

MARY RUSSELL, TINA WOOTEN,
CHARLENE BOWLER, BARBARA
MOORHOUSE, and EVELYN DEWEESE,
Plaintiffs,

vs.

No. 84-C-109-B

DOVER CORPORATION/NORRIS
DIVISION, and UNITED STEEL
WORKERS OF AMERICA, AFL-CIO,
LOCAL UNION NO. 4430,
Defendants.

O R D E R

This matter comes on before the Court on defendant Local 4430 of the United Steelworkers of America, AFL-CIO's ("Local 4430") motion for partial summary judgment against plaintiffs Wooten, Bowler, Moorehouse and DeWeese and its request for an award of costs and attorney fees incurred in the defense of the action against said plaintiffs. For the reasons stated below, the Court concludes the motion for partial summary judgment should be sustained. Local 4430's request for attorney fees and costs is held in abeyance pending final disposition of the entire action.

By Order dated March 15, 1985, the Court denied plaintiffs' request for class certification on the ground they had failed to move for class certification on or before the Court-ordered deadline of February 1, 1985. In its motion for partial summary judgment, Local 4430 contends the claims of plaintiffs Wooten, Bowler, Moorhouse and DeWeese must be dismissed since the action can no longer proceed as a class action and since these four named plaintiffs have failed to file a charge of discrimination with the

Equal Employment Opportunity Commission.

Plaintiffs have filed no response to Local 4430's motion for partial summary judgment. On March 5, 1985, plaintiffs made no appearance at a status conference scheduled by the Court on the matter. Rule 14(a) of the Local Rules provides that failure to respond within ten days to a motion constitutes a confession of the matters asserted in the motion.

Because plaintiffs have confessed Local 4430's motion for partial summary judgment, it is hereby

ORDERED that the claims of plaintiffs Tina Wooten, Charlene Bowler, Barbara Moorhouse and Evelyn DeWeese against defendant Local 4430 are hereby dismissed with prejudice. Local 4430's request for an award of attorney fees and costs shall be held in abeyance until final disposition of the claims of plaintiff Mary Russell against defendant Local 4430.

ENTERED this 26th day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

GREAT AMERICAN INSURANCE)
COMPANY, a corporation,)

Plaintiff,)

vs.)

NICK WOLFE d/b/a WOLFE)
CONSTRUCTION COMPANY, et al.,)

Defendants,)

HIGHLANDS INSURANCE COMPANY,)
a corporation,)

Plaintiff,)

vs.)

NICK WOLFE d/b/a WOLFE)
CONSTRUCTION COMPANY, et al.,)

Defendants.)

Civil Action No. 75-C-355-E

Consolidated with 75-C-364-E

FILED

APR 25 1985

JACK C. SILVER, CLERK
U. S. DISTRICT COURT

ADMINISTRATIVE CLOSING ORDER AND
ORDER ALLOWING WITHDRAWAL OF COUNSEL

The Court has been notified by the parties herein that the total amount of the funds that may be subject to the claims of the parties will be before the Corps of Engineers Board of Contract Appeals for determination by June 29, 1985. These proceedings have been abated pending the proceedings before the Board of Contract Appeals and the parties do not expect a prompt conclusion of these proceedings.

For this reason, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

If, within 120 days of a final adjudication of the proceedings before the Board of Contract Appeals the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

It is further ordered that Mr. James D. Fellers is permitted to withdraw as counsel for Nick Wolfe, d/b/a Wolfe Construction Company, Nick Wolfe individually, and Patricia Wolfe, Mr. James W. Tilly, and Rosenstein, Fist, and Ringold being substituted as counsel therefor.

IT IS SO ORDERED this _____ day of _____,
1985.

S/ JAMES O. ELLISON

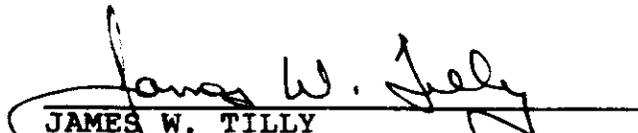
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

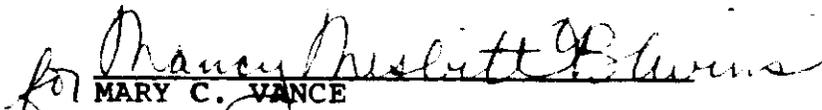
APPROVED:

LAYN R. PHILLIPS
United States Attorney


NANCY NESBITT BLEVINS
Attorney for Corps of Engineers
defendants


EDWIN T. GARRISON
Attorney for Great American
Insurance Company and
Highlands Insurance Company


JAMES W. TILLY
Rosenstein, Fist, and Ringold
Attorneys for Nick Wolfe,
d/b/a Wolfe Construction
Company, Nick Wolfe
individually, and
Patricia Wolfe


for MARY C. VANCE
Attorney
U.S. Department of Justice,
Tax Division
Attorney for the Internal
Revenue Service

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

GREAT AMERICAN INSURANCE)
COMPANY, a corporation,)

Plaintiff,)

vs.)

NICK WOLFE d/b/a WOLFE)
CONSTRUCTION COMPANY, et al.,)

Defendants,)

HIGHLANDS INSURANCE COMPANY,)
a corporation,)

Plaintiff,)

vs.)

NICK WOLFE d/b/a WOLFE)
CONSTRUCTION COMPANY, et al.,)

Defendants.)

Civil Action No. 75-C-355-E ✓

Consolidated with 75-C-364-E

FILED

APR 25 1986

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

ADMINISTRATIVE CLOSING ORDER AND
ORDER ALLOWING WITHDRAWAL OF COUNSEL

The Court has been notified by the parties herein that the total amount of the funds that may be subject to the claims of the parties will be before the Corps of Engineers Board of Contract Appeals for determination by June 29, 1985. These proceedings have been abated pending the proceedings before the Board of Contract Appeals and the parties do not expect a prompt conclusion of these proceedings.

For this reason, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

If, within 120 days of a final adjudication of the proceedings before the Board of Contract Appeals the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

It is further ordered that Mr. James D. Fellers is permitted to withdraw as counsel for Nick Wolfe, d/b/a Wolfe Construction Company, Nick Wolfe individually, and Patricia Wolfe, Mr. James W. Tilly, and Rosenstein, Fist, and Ringold being substituted as counsel therefor.

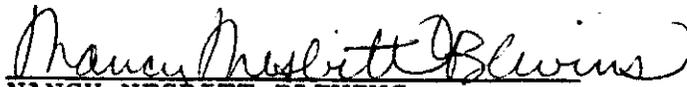
IT IS SO ORDERED this 24th day of April,
1985.

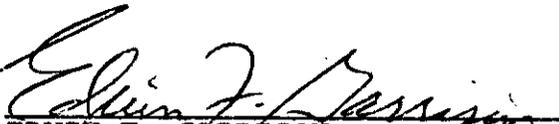


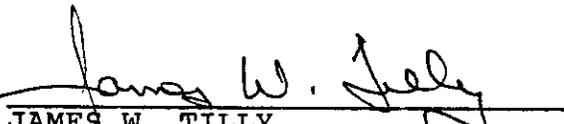
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

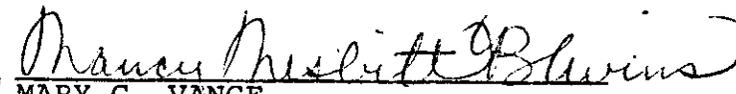
APPROVED:

LAYN R. PHILLIPS
United States Attorney


NANCY NESBITT BLEVINS
Attorney for Corps of Engineers
defendants


EDWIN T. GARRISON
Attorney for Great American
Insurance Company and
Highlands Insurance Company


JAMES W. TILLY
Rosenstein, Fist, and Ringold
Attorneys for Nick Wolfe,
d/b/a Wolfe Construction
Company, Nick Wolfe
individually, and
Patricia Wolfe


for MARY C. VANCE
Attorney
U.S. Department of Justice,
Tax Division
Attorney for the Internal
Revenue Service

FILED

APR 25 1985

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

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

DON BROWN AND DON ELDER,)
d/b/a COAL MARKETING CO.,)
)
Plaintiffs,)
)
vs.)
)
RUSSELL CREEK COAL COMPANY,)
)
Defendant.)

No. 84-C-344-E

O R D E R

NOW on this 24th day of April, 1985 comes on for hearing the above styled case and the Court, being fully advised in the premises finds on June 12, 1978 Plaintiff Coal Marketing Co. entered into a coal mining lease with Ronald L. Moreland. On January 2, 1979 Moreland leased the same property to Defendant Russell Creek Coal. Russell Creek began mining the land. A quiet title suit between Coal Marketing and Moreland ensued in state court and was decided in favor of Coal Marketing. Russell Creek discontinued mining the land no later than December 31, 1979. On February 19, 1980 Russell Creek purchased the surface rights to the land from Moreland. The lease that Coal Marketing signed with Moreland is still in effect, but Coal Marketing is unable to mine the land because of the condition in which Russell Creek left the land.

On April 6, 1984 Coal Marketing filed suit against Russell Creek in state court and the action was properly removed to federal court. Coal Marketing asks that Russell Creek be

required to return the land to its original condition or to pay for the cost of restoring the land or to pay the market value of the coal under the land. Russell Creek filed motion for summary judgment on the ground that Coal Marketing's claim is barred as untimely filed.

The only issue to be determined upon the facts as stipulated by the parties to be undisputed is what statute of limitations applies and whether the action is barred thereunder.

Plaintiff claims that this is a contract action and therefore 12 O.S. § 95 should be applied which would give Plaintiff five (5) years in which to bring this action. Plaintiff however, has come forward with no allegations to indicate that the Defendant has breached any contract.

The Court concludes the applicable statute of limitations is 12 O.S. § 95 (third).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant's motion for summary judgment be and is hereby granted. Defendant is given ten (10) days within which to submit agreed judgment reflecting the Court's ruling.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

APR 25 1985

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

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 KENNETH L. SEGROVES,)
)
 Defendant.)

No. 83-C-377-E

ORDER

NOW on this 24th day of April, 1985 comes on for hearing the above styled case and the Court, being fully advised in the premises finds:

The Court has previously found Defendant had admitted the essential elements of Plaintiff's case by affidavit filed in opposition to motion for summary judgment.

The only remaining issue before this Court is whether 14 C.F.R. § 107.21 and 49 U.S.C. § 1471 which impose strict liability upon a person for possessing a firearm in certain areas of an airport and authorize the recovery of a civil penalty by the federal government are constitutional.

Pursuant to the Federal Aviation Act of 1958, §§ 313-316, 601, 49 U.S.C. §§ 1354, 1356, 1357, 1421, the Federal Aviation Administration promulgated regulations governing airport safety. The regulation challenged in this suit is 14 C.F.R. § 107.21 which states:

- (a) Except as provided in paragraph (b) of this section [authorized persons who are exempt], no person may have a firearm, an explosive, or an incendiary device on or about the individual's person or accessible property

(1) when performance has begun of the inspection of the individual's person or accessible property before entering a sterile area; and (2) when entering a sterile area.

Sterile area is defined in 14 C.F.R. § 107.1(b)(5) as "an area to which access is controlled by the inspection of persons and property in accordance with an approved security program ...".

Defendant's constitutional challenge is based upon the absence of a requirement of intent, and the fact that liability can be imposed without notice or warning. Violation of the regulation subjects the offender to a maximum civil penalty of \$1,000 under 49 U.S.C. § 1471. A person who "knowingly and willfully violates" the regulation can also be convicted of a misdemeanor. Possible criminal penalties include fines and/or imprisonment. 49 U.S.C. § 1472(1).

The Court finds no case law addressing the issue of "intent", however it appears the Civil Aeronautics Board has ruled that intent is not required for civil penalties under the statute. See Delta, Part 252 Violations, No. 81-2-19, Feb. 1981, at 22.

Defendant argues in his response to order of the Court that the regulation is vague and overbroad. He further asserts that the statute is unconstitutional as applied. However, authorities cited by Defendant discuss only criminal statutes.

Plaintiff states that void for vagueness and overbreadth arguments are constitutional challenges usually asserted in criminal proceedings, but addresses the substantive issue in this civil proceeding by arguing that the regulation is not vague, that Congress can pass strict liability statutes, and that

Defendant lacks standing to raise the overbreadth argument. Neither party makes a fundamental distinction between civil and criminal penalties which is essential to a determination of this case.

Congress has established a statutory scheme for civil and criminal penalties to control water pollution, regulate trade, promote job safety, and prohibit the acquisition of gold outside the United States and the courts have addressed the nature of the penalty where Congress' intent was ambiguous. See, e.g., One Lot Emerald Cut Stones v. United States, 409 U.S. 232 (1972). Congressional intent to establish different penalties is clear in 49 U.S.C. §§ 1471-1472. In addition to the labels, Congress required a mental element in § 1472 that is not found in § 1471. The regulation cannot be classified as a strict liability "offense" as it is not criminal in nature.

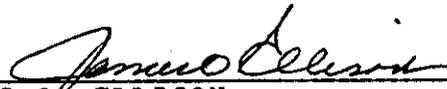
The Court's most recent and thorough treatment of this issue is found in United States v. Ward, 448 U.S. 249, (1980). The court stated:

The distinction between a civil penalty and a criminal penalty is of some constitutional import. The self-incrimination clause of the Fifth Amendment, for example, is expressly limited to "any criminal case". Other constitutional protections, while not explicitly limited to one context or the other, have been so limited by decision of this Court. ... Thus we have no doubt that Congress intended to allow imposition of [civil penalties] without regard to the procedural protections and restrictions available in criminal prosecutions.

To require proof of mental intent in a civil proceeding would destroy Congress' ability to regulate in almost any area.

It would also permit any violator to use "ignorance of fact" as a defense in a civil as well as a criminal proceeding. While lack of information might possibly mitigate a finding of wilful intent, it cannot excuse the less drastic civil penalties that Congress may also choose to impose.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's motion for summary judgment be and is hereby sustained. Plaintiff is given ten (10) days within which to submit an appropriate form of judgment.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

CHARLES FREDERICK FISHER and)
BILLIE JEAN FISHER,)
)
Plaintiffs,)
)
vs.)
)
FIBREBOARD CORPORATION, et al.,)
)
Defendants.)

No. 85-C-379-C

APR 25 1985
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER OF DISMISSAL

The above cause comes on for hearing upon the Application of the Plaintiffs, Charles Frederick Fisher and Billie Jean Fisher, and their attorney of record for a Dismissal without Prejudice of the above and foregoing action as to the Defendant, Flintkote Company, only, and the Court, being well advised in the premises, finds that the Order of Dismissal should issue.

IT IS THEREFORE ORDERED that the above entitled cause, is hereby dismissed without prejudice as to a future action as to the Defendant, Flintkote Company, only.

Dated this 25th day of April, 1985.

(Signed) H. Dale Cook

H. DALE COOK, UNITED STATES
DISTRICT JUDGE, NORTHERN DISTRICT
OF OKLAHOMA

LAW OFFICES

UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

FILED

APR 25 1985

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

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

GENE PACKARD,)	
)	
Plaintiff,)	
)	
vs.)	No. 85-C-110-E
)	
NATIONAL ZINC COMPANY,)	
a Delaware corporation,)	
)	
Defendant.)	

O R D E R

There being no objection to the Defendant's motion to dismiss and more than ten (10) days having passed since the filing of the same and no extension of time having been sought by Plaintiff the Court, pursuant to Local Rule 14(a), as amended effective March 1, 1981, concludes that Plaintiff has therefore waived any objection or opposition to the Defendant's motion to dismiss. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964).

The Defendant's motion to dismiss is therefore granted.

DATED this 24th day of April, 1985.



 JAMES O. ELLISON
 UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 26 1985

**Jack C. Silver, Clerk
H. S. Hightbrink, Deputy**

WINFORD STIDHAM,)
)
 Plaintiff,)
)
 vs.)
)
 MARGARET M. HECKLER,)
 Secretary of Health and)
 Human Services of the)
 United States of America,)
)
 Defendant.)

CIVIL ACTION NO. 85-C-99-E

O R D E R

For good cause shown, pursuant to 42 U.S.C. §405(g),
this cause is remanded for further administrative action.

Dated this 24th day of April, 1985.

UNITED STATES DISTRICT JUDGE

FILED

APR 25 1985

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

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

CLEVELAND CONSOLIDATED, INC.,)
)
Plaintiff,)
)
vs.)
)
GRAND RIVER DAM AUTHORITY AND)
KAMO ELECTRIC COOPERATIVE,)
INC.,)
)
Defendants.)

No. 84-C-727-E

O R D E R

NOW on this 24th day of April, 1985 comes on for hearing the above styled case and the Court, being fully advised in the premises finds:

Defendant Grand River Dam Authority and KAMO Electric Cooperative, Inc. entered into a joint partnership agreement for construction of a coal-fired generating plant near Chouteau, Oklahoma. GRDA was to pay 62% of construction costs and KAMO was to pay 38% of the cost.

KAMO secured a loan in the amount of \$189,500.00 from the Federal Financial Bank which was guaranteed by the Rural Electrification Administration. All of this money was put into the construction account for the generating plant.

Defendant solicited bids for performance of electrical work on the plant. Cleveland Consolidated, a Georgia corporation, submitted the lowest bid; however Defendants awarded the contract to Oil Capital based upon its application of the Oklahoma bid preference statute, 61 O.S. § 103.1, which provides for a preference of up to 5% of contract price to resident bidders.

The statute also provides that resident bid preferences shall not apply to any contract in which federal funds are involved.

The facts show that but for the application of the bid preference statute the contract would have been awarded to Plaintiff, as its bid was \$242,000.00 lower than the bid submitted by Oil Capital.

Plaintiff filed suit against GRDA and KAMO seeking damages for wrongful failure to award the contract to Cleveland, to wit \$7,092.41 bid preparation costs and \$323,023.00 lost profits.

Both parties have filed motions for summary judgment. Defendants have also filed a motion to dismiss.

Plaintiffs assert that Defendants erroneously applied the Oklahoma bid preference statute because there were federal funds involved. GRDA is a governmental agency of the State of Oklahoma and KAMO obtained its funds from the Federal Financing Bank, an institution created by Act of Congress, 12 U.S.C. § 2281 et seq. and the loan was guaranteed by another governmental agency.

Defendant urges the federal funds language in the competitive bidding statute only applies to grants in aid or other federal assistance from the federal government and not to a situation where a private corporation borrows funds from the federal government and then uses the funds to pay a portion of the cost of a joint venture project also involving a public agency. The Court finds that statute contains no language which supports Defendant's interpretation.

In construing a statute primary consideration is given to the legislative intent found in the statutory language. The

Court may not under the guise of construction write limitations into statutes.

It is undisputed that KAMO has obtained funding of \$189,500.00 from an agency of the U. S. Treasury. The Court finds such funds to be federal funds within the language of 61 O.S. § 103.1. Therefore the Oklahoma bid preference statute should not have been applied. As the lowest responsible bidder, Plaintiff was entitled to the award of the contract and is entitled to damages suffered due to Defendant's failure to award the contract to Plaintiff.

As a general rule profits which would have been realized had a contract been performed may be recovered if they are capable of calculation with reasonable certainty.

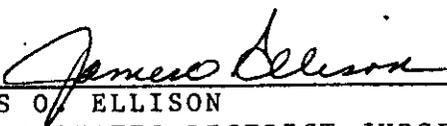
However in bid rejection cases plaintiffs cannot base their plea for relief for lost profits on contract theory because under contract law an ordinary advertisement for bids or tenders is not itself an offer but the bid or tender is an offer which creates no right until accepted. A contract is not formed until the lowest bid is accepted. City of Scotsdale v. Deem, 27 Ariz.App. 477, 556 P.2d 325 (1976).

In KECO Industries v. United States, 428 F.2d 1233 (Ct.Cl. 1970) an unsuccessful bidder claimed that it was entitled to both bid preparation costs and lost profits. The claim for lost profits was rejected because the court found it would be improper to award lost profits since the contract under which plaintiff would have made the profit never came into existence. The court held that the proper measure of damages would be only those costs

incurred in preparing the bid. Accordingly, the Court finds that Cleveland is entitled to damages of \$7,092.41.

Defendants filed a motion to dismiss on the grounds that Plaintiff's claim did not meet the requisite amount for diversity jurisdiction. However, the Court finds the amount of damages claimed by Plaintiff was raised in good faith and absent a ruling on the summary judgment, it would not appear to a legal certainty that the amount recoverable would be less than the jurisdictional amount. Emland Builders, Inc. v. Shea, 359 F.2d 927 (1966).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant's motion to dismiss be and is hereby denied. Plaintiff's motion for summary judgment be and is hereby granted. Pursuant thereto, damages of \$7,092.41 plus costs and attorney's fees are awarded. Plaintiff is given twenty (20) days within which to submit form of judgment reflecting the ruling of the Court.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

APR 25 1986

**Jack C. Silver, Clerk
U. S. District Court**

MARY JO HINER,)
Individually and as)
surviving spouse of)
Stewart T. Hiner,)
deceased,)

Plaintiff,)

vs.)

No. 84-C-701-E

LEROY M. ARCHULETA,)
DAVID L. COLEMAN and)
THE TRAVELERS INSURANCE)
COMPANIES, a Connecticut)
Corporation,)

Defendants.)

ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, the Plaintiff, Mary Jo Hiner and the Defendants, Leroy M. Archuleta, David L. Coleman and The Travelers Insurance Companies, have stipulated that all questions and issues existing between the said parties have been fully and completely disposed of by settlement, and have requested the entrance of an order of dismissal with prejudice of the Plaintiff's Complaint and the Cross-Claim of Defendant, The Travelers Insurance Companies, against Defendants, Leroy M. Archuleta and David L. Coleman, which order shall dispose of this matter fully, finally and completely.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff's Complaint and the Cross-Claim of Defendant, The Travelers Insurance Companies, against Defendants, Leroy M. Archuleta and David L. Coleman are hereby dismissed with prejudice and that all matters are fully, finally and completely disposed of.

Dated this ____ day of April, 1985.

BY _____

JUDGE OF THE DISTRICT COURT

FILED

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

APR 25 1985

ASSEMBLY OF GOD CHURCH OF)
MANNFORD, OKLAHOMA, a)
religious corporation,)
))
Plaintiff,)
))
vs.))
))
PREFERRED RISK MUTUAL)
INSURANCE COMPANY AND MID-)
WEST MUTUAL INSURANCE COMPANY,)
))
Defendants.)

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

No. 84-C-948-E

JUDGMENT DISMISSING ACTION
BY REASON OF ARBITRATION

The Court has been advised by counsel that this action is being submitted for arbitration following the Court's appointment of third arbiter. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within six (6) months that arbitration has not been completed or that it has failed to dispose of the issues in the case and further litigation is therefore necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

DATED this 24th day of April, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

APR 26 1985

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

UNITED STATES FIDELITY AND)
GUARANTY COMPANY, a)
corporation,)

Plaintiff,)

vs.)

No. 84-C-897-E

MIDWESTERN GENERAL CONTRACTORS,)
INC., an Oklahoma corporation,)
DENNIS LEE SELLS, and LINDA)
LaVETA SELLS,)

Defendants.)

J U D G M E N T

The Court having made Findings of Fact and Conclusions of Law, now enters judgment in favor of the plaintiff, United States Fidelity and Guaranty Company, a corporation, and against the defendants, Midwestern General Contractors, Inc., an Oklahoma corporation, Dennis Lee Sells, and Linda LaVeta Sells, and each of them jointly and severally, for the sum of \$85,267.40, with interest thereon at the rate of 6% per annum from June 8, 1984 to date hereof and thereafter at the rate of 9.15% per annum until paid in full and for costs in the sum of \$70.00 and for a reasonable attorney's fee to be levied, assessed, taxed, and collected as costs in the sum of \$2,500.00.

Dated this 24 day of April, 1985.

W. James D. Ellison

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

James D. Ellison
Attorney for Plaintiff.

Attorney for Defendant

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,
Plaintiff,

v.

BURTON L. EDDINGS, doing
business as COMMERCE AUTO
SALES,

Defendant.

CIVIL ACTION NO. 84-C-1001-CV ✓

JACK O. SILVER, CLERK
U.S. DISTRICT COURT

APR 25 1985

FILED

CONSENT DECREE OF PERMANENT
INJUNCTION AND FINAL JUDGMENT

Plaintiff, the United States of America, having filed its complaint on December 17, 1984, against defendant Burton L. Eddings, doing business as Commerce Auto Sales, charging violations of Title IV of the Motor Vehicle Information and Cost Savings Act ("the Act"), 15 U.S.C. §§ 1981-1991; and the defendant having appeared and filed his answer denying the allegations of the complaint; and the parties, by their respective attorneys, having consented to the entry of this Consent Decree of Permanent Injunction and Final Judgment ("this Consent Decree") and to each and every provision thereof, without contest and before any trial testimony has been taken;

THEREFORE IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. The Court has jurisdiction over the subject matter of this action and all parties hereto. The complaint states a claim upon which relief may be granted against defendant Burton L. Eddings

4

under Title IV of the Motor Vehicle Information and Cost Savings Act, 15 U.S.C. §§ 1990 and 1990b.

2. Defendant Burton L. Eddings shall pay plaintiff, the United States of America, a civil penalty in the amount of \$35,000.00. Payment shall be made by wire transfer of the funds to the United States Treasury, through the Treasury Financial Communications System, within 10 days after this Consent Decree of Permanent Injunction and Final Judgment is entered by the Court.

3. For purposes of this Consent Decree, the words "purchase" and "sale," and other forms thereof, shall include any transfer or apparent transfer of title or other interest in a motor vehicle to or from any party, irrespective of whether the particular transaction involves a bona fide transfer.

4. Defendant Burton L. Eddings, doing business as Commerce Auto Sales or as any other partnership, sole proprietorship, corporation, or other entity, and each and all of the officers, directors, agents, servants, partners, employees, attorneys, successors, and assigns thereof, and all persons in active concert or participation with any of them who receive actual notice of this Consent Decree of Permanent Injunction and Final Judgment by personal service or otherwise are permanently restrained and enjoined from directly or indirectly doing or causing to be done, any act in violation of Title IV of the Motor Vehicle Information and Cost Savings Act, 15 U.S.C. §§ 1981-1991, or the regulations promulgated thereunder, as codified at Title 49, Code of Federal Regulations, Part 580, including but not limited to the following:

a. Disconnecting, resetting, or altering the odometer of any motor vehicle with the intent to change the number of miles indicated thereon (except to service, repair, or replace the odometer in the manner allowed by 15 U.S.C. § 1987).

b. In connection with the sale or other transfer of any motor vehicle, giving a false statement to a transferee in making a disclosure required by 15 U.S.C. § 1988 and 49 C.F.R. Part 580.

c. Executing any transfer of ownership document to a purchaser or other transferee of a motor vehicle before furnishing to such transferee a signed odometer disclosure statement containing all of the information required by 49 C.F.R. Part 580.

d. Purchasing or otherwise receiving ownership of a motor vehicle without both receiving an odometer disclosure statement containing all of the information required by 49 C.F.R. Part 580, and acknowledging receipt of such statement by signing it.

e. Failing to retain for four years each odometer disclosure statement received, and a copy of each odometer disclosure statement issued, in the manner required by 49 C.F.R. Part 580.

5. For each motor vehicle purchased or sold by the defendant or on his behalf, the defendant shall maintain a separate file folder or other enclosure containing all invoices, odometer disclosure statements, and other documents relating to such motor vehicle.

6. No person shall sign any odometer disclosure statement on defendant's behalf until and unless such person has received specific written authorization from the defendant to do so, copies of which shall be maintained by both the defendant and the person so authorized.

7. The defendant or other person signing any odometer disclosure statement on his behalf shall sign each such statement in a legible manner, using his or her full name.

8. Before any odometer disclosure statement is issued in connection with the sale of a motor vehicle by the defendant or on his behalf, the defendant or other person signing the statement on his behalf shall personally examine the odometer disclosure statement received when the vehicle was purchased and determine that the vehicle's mileage at the time of sale is as high as, or higher than, it was at the time of purchase.

9. Within seven (7) days of the date any odometer disclosure statement is signed by someone other than the defendant in connection with the sale of a motor vehicle by the defendant or on his behalf, the defendant shall personally examine the odometer disclosure statements relating to the motor vehicle and determine that the vehicle's mileage at the time of sale was as high as, or higher than, it had been at the time of purchase.

10. In connection with the defendant's purchase of any motor vehicle, the defendant shall require all title documentation to be properly and completely filled out by the seller. In connection

with the defendant's sale of any motor vehicle, the defendant shall properly and completely fill out all title documentation provided to the buyer. (For example, if a title has a space where the mileage of the motor vehicle at the time of transfer is to be indicated, that space must be correctly filled in.)

11. Defendant Burton L. Eddings shall serve a copy of this Consent Decree on each and all of his agents, servants, partners, employees, and attorneys, and all persons now or in the future who assist or participate in the business of purchasing, selling, or otherwise transferring ownership of motor vehicles. The defendant shall, within forty-five (45) days of the date this Consent Decree is entered by the Court, file with the Court an affidavit of compliance with this paragraph, attaching a list of all parties to whom a copy of this Consent Decree has been provided. The defendant shall supplement such affidavit at least once every year for ten (10) years thereafter by sending a letter to the Office of Enforcement, National Highway Traffic Safety Administration, 400 7th Street, S.W., Washington, D.C. 20590, containing a list of all parties to whom a copy of this Consent Decree has been subsequently provided.

12. Within ten (10) days of any change in the status of defendant's employment or business relating to the purchase or sale of motor vehicles (for example, if defendant resumes business as a motor vehicle dealer or distributor within the meaning of 15 U.S.C. § 1982, changes the name of his business, or goes to work for

another motor vehicle dealer or distributor), defendant shall inform the Government of the particulars of the change in writing by sending a letter to the Office of Enforcement, National Highway Traffic Safety Administration, 400 7th Street, S.W., Washington, D.C. 20590.

13. Investigators from the National Highway Traffic Safety Administration are hereby authorized to make inspections of defendant's business premises and to examine and copy all books, files, ledgers, accounts, correspondence, memoranda, titles, title applications, registration statements, inventory records, odometer disclosure statements, invoices, receipts, checks, bills of sale, and other records or documents relating to any matters contained in this Consent Decree for purposes of determining compliance with its terms. Such inspections shall be allowed upon presentation of a copy of this Consent Decree and appropriate credentials, and may be conducted at any time between 8:00 a.m. and 8:00 p.m. Monday through Friday, without prior notice of any kind. Such inspection authority granted by this Consent Decree shall be apart from, and in addition to, the authority to make inspections under Title IV of the Motor Vehicle Information and Cost Savings Act, 15 U.S.C. § 1990d.

14. Defendant Burton L. Eddings shall require, as a condition of the sale, lease, or other disposition of all or substantially all of his ownership interest in Commerce Auto Sales, that the acquiring party agree to be bound by the provisions of this Consent Decree, and defendant shall file a copy of such agreement with the Court.

15. The Court shall retain jurisdiction over this action for the purpose of enforcing or modifying this Consent Decree and for the purpose of granting such additional relief as may hereafter appear necessary or appropriate.

16. Each party shall bear its own costs and attorneys' fees.

SO ORDERED.

Dated this 25th day of April, 1985.


UNITED STATES DISTRICT JUDGE

Having reviewed and agreed to the provisions set forth hereinabove, both as to form and as to substance, the undersigned consent to the entry of this Consent Decree of Permanent Injunction and Final Judgment.

FOR THE DEFENDANT:

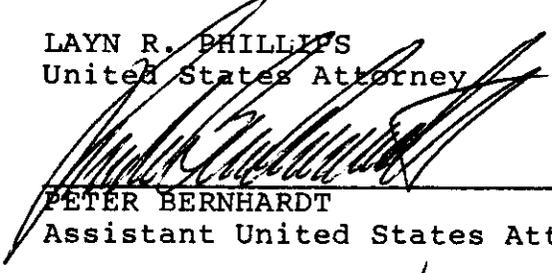

BURTON L. EDDINGS, Defendant


FRANK GREER
P.O. Box 588
Miami, Oklahoma 74354
Attorney for Defendant

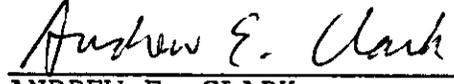
FOR THE UNITED STATES:

RICHARD K. WILLARD
Acting Assistant Attorney General
Civil Division

LAYN R. PHILLIPS
United States Attorney


PETER BERNHARDT
Assistant United States Attorney


JOHN R. FLEDER
Assistant Director
Office of Consumer Litigation


ANDREW E. CLARK
Attorney
Office of Consumer Litigation,
Civil Division
U.S. Department of Justice
Washington, D.C. 20530

OF COUNSEL:

JEFFREY R. MILLER
Chief Counsel

EILEEN LEAHY
Attorney
National Highway Traffic
Safety Administration
400 7th Street, S.W.
Washington, D.C. 20590

FILED

25 1985

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

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

GEORGE THOMAS PITNER and)
NELDA GENE PITNER)
)
Plaintiffs)
vs.)
)
FIBREBOARD CORPORATION, et al.)
)
Defendants)

No. 84-C-284-E

ORDER OF DISMISSAL

The above cause comes on for hearing upon the Application of the plaintiffs, George Thomas Pitner and Nelda Gene Pitner, and their attorney of record for a dismissal of the above and foregoing action as to the defendant, Armstrong Cork Company, only, and the Court, being well advised in the premises, FINDS that the Order Of Dismissal should issue.

IT IS THEREFORE ORDERED that the above entitled cause, and each claim thereof, be and the same is hereby dismissed upon the merits and with prejudice to a future action as to the defendant,

Armstrong Cork Company, only, each party to bear its own costs.

DATED this _____ day of _____, 1985.

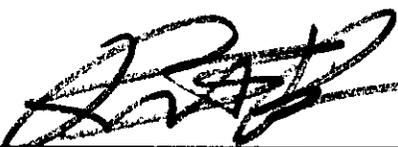
~~S/ JAMES O. ELLISON~~

James O. Ellison
United States District Judge
Northern District of Oklahoma

APPROVED:



Mark H. Iola
Attorney for plaintiffs



Robert S. Baker
Attorney for defendant,
Armstrong Cork Company

CONNER & WINTERS

By David Newsome
P. David Newsome

2400 First National Tower
Tulsa, Oklahoma 74193
918/586-7511

ATTORNEYS FOR DEFENDANTS, NOLAN H.
BRUNSON, JR., KENNETH R. MARSH AND
JOHN B. CASTLE

BOESCHE, McDERMOTT & ESKRIDGE

By Burk E. Bishop
Burk E. Bishop

320 South Boston Building
Suite 1300
Tulsa, Oklahoma 74103
918/583-1777

ATTORNEYS FOR PLAINTIFF, BOVAIRD
SUPPLY COMPANY

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

FILED

APR 25 1985

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

LARRY SHUFELDT,)
)
 Plaintiff,)
)
 vs.)
)
 GAS SERVICE CO., et al.,)
)
 Defendants.)

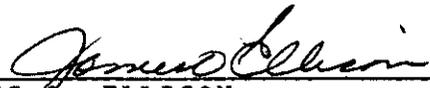
No. 85-C-102-E

O R D E R

There being no response to the Defendant Gas Service Company's motion to dismiss and more than ten (10) days having passed since the filing of the same and no extension of time having been sought by Plaintiff the Court, pursuant to Local Rule 14(a), as amended effective March 1, 1981, concludes that Plaintiff has therefore waived any objection or opposition to the Defendant's motion. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964).

The Defendant's motion to dismiss is therefore granted.

DATED this 24th day of April, 1985.



JAMES B. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
JERRY W. JEFFERSON; JOY A.)
JEFFERSON; COUNTY TREASURER,)
Nowata County, Oklahoma; and)
BOARD OF COUNTY COMMISSIONERS,)
Nowata County, Oklahoma,)
)
Defendants.)

FILED

APR 24 1985

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

CIVIL ACTION NO. 85-C-129-B

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 24 day of April, 1985. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney; the Defendants County Treasurer and Board of County Commissioners, Nowata County, Oklahoma, appear by Frank W. Rollow, Assistant District Attorney, Nowata County, Oklahoma; and the Defendants, Jerry W. Jefferson and Joy A. Jefferson, appear not, but make default.

The Court being fully advised and having examined the file herein finds that Defendant, Jerry W. Jefferson acknowledged receipt of Summons and Complaint on February 13, 1985; that the Defendant Joy A. Jefferson acknowledged receipt of Summons and Complaint on February 13, 1985; and that the Defendant, County Treasurer, Nowata County, Oklahoma, acknowledged receipt of Summons and Complaint on February 13, 1985.

It appears that the Defendants, County Treasurer and Board of County Commissioners, Nowata County, Oklahoma, filed their Answer on February 14, 1985; and that the Defendants, Jerry W. Jefferson and Joy A. Jefferson, have failed to answer and their default has been entered by the Clerk of this Court on March 14, 1985.

The Court further finds that this is a suit based upon certain promissory notes and a real estate mortgage securing said promissory notes upon the following described real property located in Nowata County, Oklahoma, within the Northern Judicial District of Oklahoma:

The West half of Lots 7 and 8 in Block 2, Minnie Riley Addition to the City of Nowata, Oklahoma.

The Court further finds that on July 1, 1980, Jerry W. Jefferson and Joy A. Jefferson executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$25,000.00, payable in monthly installments with interest thereon at the rate of 9 percent per annum.

The Court further finds that on July 1, 1980, Jerry W. Jefferson and Joy A. Jefferson executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$7,000.00, payable in monthly installments, with interest thereon at the rate of 9 percent per annum.

The Court further finds that as security for the payment of the above described notes, Jerry W. Jefferson and Joy

A. Jefferson executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated July 1, 1980, covering the above described real property. This mortgage was recorded on July 1, 1980, in Book 517, Page 150, in the records of Nowata County, Oklahoma.

The Court further finds that Defendants, Jerry W. Jefferson and Joy A. Jefferson, made default under the terms of the aforesaid promissory notes and mortgage, which default has continued and that by reason thereof the Defendants, Jerry W. Jefferson and Joy A. Jefferson, are indebted to the Plaintiff in the principal sum of \$23,347.16, plus accrued interest of \$1,660.57 as of August 28, 1984, plus interest thereafter at the rate of 9 percent per annum, or \$5.7568 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendant, County Treasurer of Nowata County, Oklahoma, has a lien on the property which is the subject matter of this suit by virtue of ad valorem taxes in the amount of \$222.83, plus interest at the rate of 1½ percent per annum from January 15, 1985 until paid. This lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, County Treasurer of Nowata County, Oklahoma, has a lien on the property being foreclosed by virtue of personal property taxes in the amount of \$10.89 plus interest at the rate of 1½ percent per

annum from January 15, 1985 until paid. This lien is subject and inferior to the interest of Plaintiff, United States of America.

The Court further finds that the Defendants, County Commissioners of Nowata County, Oklahoma, claim no right, title or interest in the property which is the subject of this foreclosure action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against Defendants, Jerry W. Jefferson and Joy A. Jefferson, in the principal amount of \$23,347.16, plus accrued interest of \$1,660.57 as of August 28, 1984, plus interest thereafter at the rate of 9.15 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer of Nowata County, Oklahoma, has a first lien on the subject property for ad valorem taxes due and owing in the amount of \$222.83, plus interest at the rate of 1½ percent per annum from January 15, 1985 until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, County Treasurer of Nowata County, Oklahoma, has a lien on the subject property for personal property taxes due and owing in the amount of \$10.89, plus interest at the rate of 1½ percent per annum from January 15, 1985 until paid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Jerry W. Jefferson and Joy A. Jefferson, to satisfy the money judgment of the Plaintiff 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 appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including costs of the sale of said real property;

Second:

In payment to the Defendant, County Treasurer, Nowata County, Oklahoma, in the amount of \$222.83 plus interest at the rate of 1½ percent per annum from January 15, 1985 until paid, for ad valorem taxes which are presently due and owing on said real property;

Third:

In payment of the judgment rendered herein in favor of the Plaintiff;

Fourth:

In payment to the Defendant County Treasurer, Nowata County, Oklahoma, in the amount of \$10.89, plus interest at the rate of 1½ percent per annum from January 15, 1985 until paid.

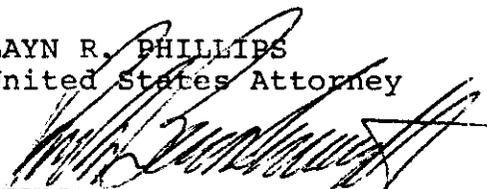
The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

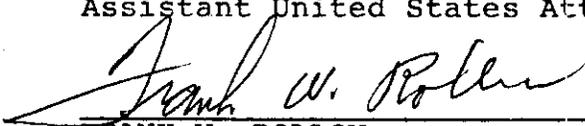
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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


UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney


PETER BERNHARDT
Assistant United States Attorney


FRANK W. ROLLOW
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Nowata County, Oklahoma

Entered

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

FILED
APR 24 1985

JACK C. SIMMER, CLERK
U.S. DISTRICT COURT

PETRO-LEWIS CORPORATION,)
a Colorado corporation and)
WESTERN HYDROCARBONS AND)
DEVELOPMENT CORPORATION, a)
Colorado corporation,)
)
Plaintiffs,)
)
v.)
)
THOMAS EARL PROCTOR,)
)
Defendant.)

Case No. 84-C-962-C

J U D G M E N T

In accordance with the Order filed on the 24th day of April, 1985, judgment is entered for plaintiffs, Petro-Lewis Corporation and Western Hydrocarbons and Development Corporation, and against defendant, Thomas Earl Procter, a/k/a Thomas Earl Procter, Social Security No. 448-50-2220, in the principal sum of \$406,000.00, pre-judgment interest at 6% per annum from October 28, 1984, to the date of judgment, exemplary damages in the amount of \$1,300,000.00, and post-judgment interest at the rate of 9.15 % per annum from the date of judgment until paid, plus the cost of this action.

Entered this 24th day of April, 1985.

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

Entered

FILED

APR 23 1985

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

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

DRIVE SHAFTS, INC.,)
)
 Plaintiff,)
)
 v.)
)
 DON SIMPSON and JOSEPH KEIBLER,)
)
 Defendants.)

No. 84-C 844 B

JUDGMENT

The Plaintiff Drive Shafts, Inc. has moved for judgment against the Defendants Don Simpson and Joseph Keibler after having filed a motion and Affidavit and having complied with Rule 55 of the Federal Rules of Civil Procedure. The Defendants were each served with Summons and Complaint and each failed to file and answer to the Complaint within twenty (20) days after said service and are in default.

On the merits, the Motion For Judgment By Default is well taken. Proof of attorney fees and court costs as well as the elements of the Complaint were likewise submitted and found to be meritorious.

Judgment is hereby granted to Plaintiff Drive Shafts, Inc. against each of the Defendants, Don Simpson and Joseph Keibler, for the sum of \$25,000.00 plus \$2,189.61 attorney fees and \$179.10 court costs this 23rd day of April, 1985.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

FILED

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

APR 23 1985

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

DANNY JOE WADLOW,)	
)	
Plaintiff,)	
)	
vs.)	Case No.: 84-C-609 E
)	
JACK TANNER, Sheriff of)	
Rogers County, Oklahoma;)	
BUCK JOHNSON; JAMES)	
PILKINGTON; JUNIOR)	
HONEYCUTT; JACK KISSEE)	
FORD, INC.,)	
)	
Defendants.)	

ORDER OF DISMISSAL

ON This 22nd day of April, 1985, upon the written application of the parties for a Dismissal without Prejudice as to the defendant, Jack Kisse Ford, Inc., 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 against Jack Kisse Ford, Inc., only, and have requested the Court to dismiss said Complaint without prejudice to any future action, and the Court being fully advised in the premises finds that all claims in said Complaint against said defendant should be dismissed without prejudice 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, Jack Kisse Ford, Inc., be and the same hereby is Dismissed without Prejudice to any future action.

S/ JAMES O. ELLISON

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

APPROVALS:

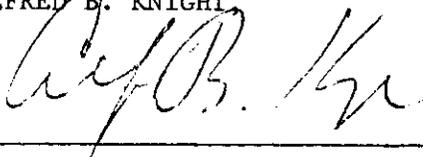
APPROVALS:

EARL W. WOLFE,



Attorney for the Plaintiff,

ALFRED B. KNIGHT



Attorney for the Defendant, Jack Kisse
Ford, Inc.

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

Entered

FILED

THRIFTY RENT-A-CAR SYSTEM, INC.)
)
Plaintiff,)
)
vs.)
)
MANUEL DIAZ SALIN, an Individual)
and OMEGA RENT-A-CAR, INC.,)
a corporation,)
)
Defendants.)

APR 22 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 84-C-970-B

JUDGMENT

NOW on this 19th day of April, 1985, this matter comes on for hearing on the Motion For Default Judgment of Thrifty Rent-A-Car System, Inc., ("Thrifty"). Thrifty appears by and through its attorney, Donald L. Kahl of Hall, Estill, Hardwick, Gable, Collingsworth & Nelson, Inc. Defendants, and each of them, have failed to appear. This Court, having examined the pleadings filed in this action, having heard presentation of counsel, and being fully advised in the premises, finds as follows:

1. This Court has jurisdiction over the person of defendants Manuel Diaz Salin, ("Salin") and Omega Rent-A-Car, Inc. ("Omega"), and the subject matter of this action. Further, venue is proper in this District.

2. Thrifty's Complaint was filed herein on December 7, 1984. Summons was duly issued from this Court and service of process was effected by certified mail as to Omega on December 11, 1984, and by personal service on Salin on December 19, 1984.

3. Salin and Omega, having failed to answer Thrifty's Complaint, are in default and the allegations of Thrifty's

Complaint should be, and are hereby deemed admitted pursuant to Fed. R. Civ. P. 8(d).

4. Thrifty is entitled to judgment on its Complaint by default herein pursuant to Fed. R. Civ. P. 55.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff Thrifty Rent-A-Car System, Inc., be, and hereby is, awarded judgment in its favor and against defendants Manuel Diaz Salin and Omega Rent-A-Car, Inc., and each of them, as follows:

(A) In the amount of One Hundred Ninety Thousand Three Hundred Sixty-One and $71/100$ Dollars (\$190,361.71), plus interest at the rate of forty-five (45%) per annum from November 15, 1984, on his promissory note with Thrifty;

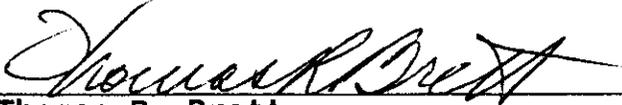
(B) In the amount of One Hundred Ninety-Seven Thousand Seven Hundred Sixty-Seven and $34/100$ Dollars (\$197,767.34), plus interest at the rate of forty-five percent (45%) per annum from the 31st day of October, 1984, for their breach of contracts with Thrifty.

(C) Interest on the above amounts at the contract rates of forty-five percent (45%) per annum from the date of this judgment until paid;

(D) The license agreement between Thrifty and Salin, with all assignments thereof, was duly and properly terminated by Thrifty effective as 12:01 o'clock a.m., December 6, 1984; and

(E) Its costs expended herein and reasonable attorneys' fees in an amount to be determined at subsequent hearing.

DATED this 19th day of April, 1985.



Thomas R. Brett
United States District Judge

Entered
FILED

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

APR 22 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

MEMBERLOAN II PLAN, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 DONALD BOUTOT,)
)
 Defendant.)

No. 84-C-949-B

J U D G M E N T

This action came on before the Court on plaintiff's request for attorney fees. Defendant was not present or represented by counsel. The issues having been duly heard and separate findings of fact and conclusions of law being entered contemporaneously herewith,

IT IS ORDERED AND ADJUDGED that the plaintiff Memberloan II Plan, Inc. recover of the defendant Donald Boutot the sum of \$3,631.15 as attorney fees, with interest thereon at the rate of 9.15 per cent as provided by law.

DATED at Tulsa, Oklahoma, this 19th day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 ROBERT S. COLBERT,)
)
 Defendant.)

APR 23 1985

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

CIVIL ACTION NO. 85-C-268-C

AGREED JUDGMENT

This matter comes on for consideration this 22nd day
of April, 1985, the Plaintiff appearing by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney, and the Defendant, Robert S. Colbert, appearing pro se.

The Court, being fully advised and having examined the
file herein, finds that Defendant, Robert S. Colbert,
acknowledged receipt of Summons and Complaint on April 4, 1985.
The Defendant has not filed his Answer but in lieu thereof has
agreed that he is indebted to the Plaintiff in the amount of
\$1,299.20 (less the amount of \$20.00 which has been paid), plus
the accrued interest of \$94.07 and administrative costs of \$12.31
as of January 11, 1985, plus interest at 12.25 percent per annum
from January 11, 1985, until judgment, plus interest thereafter
at the legal rate from the date of judgment until paid, plus the
costs of this action.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that
the Plaintiff have and recover judgment against the Defendant,

Robert S. Colbert, for the principal sum of \$1,299.20 (less the amount of \$20.00 which has been paid), plus the accrued interest of \$94.07 and administrative costs of \$12.31 as of January 11, 1985, plus interest at 12.25 percent per annum from January 11, 1985, until judgment, plus interest thereafter at the current legal rate of 9.15 percent from the date of judgment until paid, plus the costs of this action.

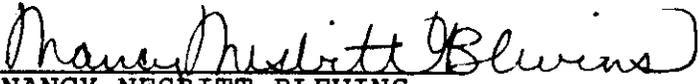
(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

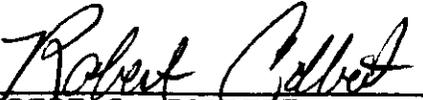
APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

NANCY NESSITT BLEVINS
Assistant U.S. Attorney



ROBERT S. COLBERT

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

IVA LORENE LOWE and CHARLES)
DWAYNE LOWE)
)
) Plaintiffs)
)
vs.)
)
FIBREBOARD CORPORATION, et al.)
)
) Defendants)

No. 84-C-13-C

FILED

APR 22 1985

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

ORDER OF DISMISSAL

The above cause comes on for hearing upon the Application of the plaintiffs, Charles Dwayne Lowe and Iva Lorene Lowe, and their attorney of record for a dismissal of the above and foregoing action as to the defendant, Armstrong Cork Company, only, and the Court, being well advised in the premises, FINDS that the Order Of Dismissal should issue.

IT IS THEREFORE ORDERED that the above entitled cause, and each claim thereof, be and the same is hereby dismissed upon the merits and with prejudice to a future action as to the defendant,

Armstrong Cork Company, only, each party to bear its own costs.

DATED this 22 day of April, 1985.

(Signed) H. Dale Cook

H. Dale Cook
United States District Judge
Northern District of Oklahoma

APPROVED:



Mark H. Iola
Attorney for plaintiffs



Robert S. Baker
Attorney for defendant,
Armstrong Cork Company

Entered

FILED

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

APR 19 1985

JACK C. SILVER, Clerk
U. S. DISTRICT COURT

VALERIE BALLS, individually and)
as mother and next friend of)
CLAYTON WAYNE TAFT,)
))
Plaintiff,)
))
vs.))
))
CITY OF PRYOR; JIM GREEN d/b/a)
JIM GREEN'S AMBULANCE SERVICE;)
))
and)
))
STEVEN KOSSA, DALE CUMMINGS,)
DAVID HARRISON, WILEY BACKWATER,)
TIM THOMPSON, SHERMAN WEAVER,)
MARK LINDSAY and ROBERT McLEMORE,)
all individuals,)
))
Defendants.)

Case No. 84-C-744-E

ORDER OF DISMISSAL

On February 15, 1985, the above case came on for hearing with a status and scheduling conference and motion hearing. After hearing argument of counsel and being fully advised of the premises, the Court finds that Plaintiffs' cause of action against all Defendants should be dismissed for Plaintiffs' failure to adequately state a civil rights action. After making an inquiry of counsel, the Court determines that no useful purpose would be served by allowing additional amendment of the complaint for the reason that Plaintiff has no additional facts regarding liability other than those as set forth in the Amended Complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiffs' cause of action against all Defendants is Dismissed without Prejudice.

S/ JAMES O. ELLISON

JAMES O. ELLISON, JUDGE OF THE DISTRICT
UNITED STATES COURT

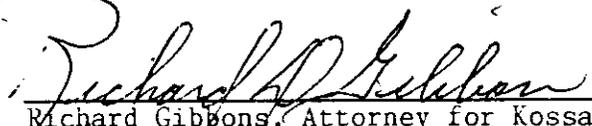
APPROVALS:

F.M. Schraeder, Attorney for Plaintiff

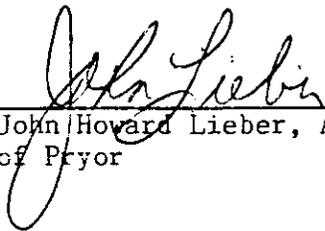
Valerie Balls, Plaintiff


Paul Blevins, Attorney for Police
Officers

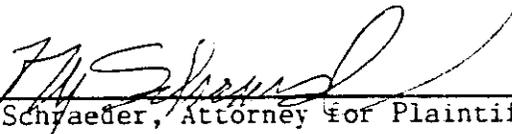

Jim Green, Defendant


Richard Gibbons, Attorney for Kossa


Carl Longmire, Attorney for City of Pryor


John Howard Lieber, Attorney for City
of Pryor

APPROVALS:



F.M. Schwaeder, Attorney for Plaintiff

Valerie Balls, Plaintiff

Paul Blevins, Attorney for Police
Officers

Jim Green, Defendant

Richard Gibbons, Attorney for Kossa

Carl Longmire, Attorney for City of Pryor

John Howard Lieber, Attorney for City
of Pryor

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

LIVINGSTON AND RANDLE, a)
professional corporation,)
)
Plaintiff,)
)
vs.)
)
FIRST MARYLAND SAVINGS &)
LOAN ASSOCIATION, INC.,)
)
Defendant.)

FILED

APR 19 1985

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

NO. 84-C-242-B

ORDER OF DISMISSAL

Upon the application of the plaintiff and for good cause shown, this cause of action and complaint is dismissed with prejudice.

Entered this 19 day of April, 1985.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
APR 19 1985

JACK C. SILVER, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 EDDIE L. SANDERS,)
)
 Defendant.)

CIVIL ACTION NO. 85-C-267-E

AGREED JUDGMENT

This matter comes on for consideration this 11th day of APRIL, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through James E. Pohl, Special Assistant United States Attorney, and the Defendant, Eddie L. Sanders, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that Defendant Eddie L. Sanders, acknowledged receipt of Summons and Complaint. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount of \$1,487.50, plus the accrued interest of \$240.23 as of November 18, 1984, plus interest at 9 percent per annum from November 18, 1984, until the date of this Judgment, plus interest at the legal rate from the date of this Judgment until paid.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant, Eddie L. Sanders, for the principal sum of \$1,487.50, plus the

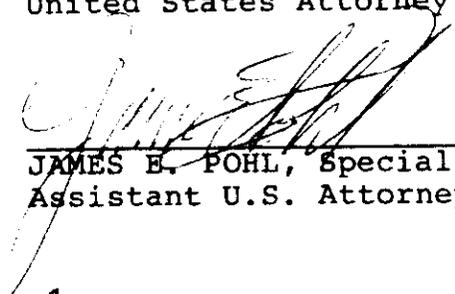
accrued interest of \$240.23 as of November 18, 1984, plus
interest at 9 percent per annum from November 18, 1984, until the
date of this Judgment, plus interest at the legal rate ^{of 9.15%} from the
date of this Judgment until paid.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney


JAMES E. POHL, Special
Assistant U.S. Attorney


EDDIE L. SANDERS

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 CHARLOS T. JACKSON, JR.,)
)
 Defendant.)

MAR 19 1985

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

CIVIL ACTION NO. 84-C-594-B

AGREED JUDGMENT

This matter comes on for consideration this 19 day
of April, 1985, the Plaintiff appearing by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Peter Bernhardt, Assistant United States
Attorney, and the Defendant, Charlos T. Jackson, Jr., appearing
pro se.

The Court, being fully advised and having examined the
file herein, finds that the Defendant, Charlos T. Jackson, Jr.,
was served with Summons and Complaint on August 8, 1984. The
Defendant filed his Answer herein on August 31, 1984, and has
agreed that he is indebted to the Plaintiff and that judgment may
accordingly be entered against him in the amount of \$500.00, plus
the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the
Plaintiff have and recover judgment against the Defendant,

Charlos T. Jackson, Jr., in the amount of \$500.00, plus the costs
of this action.

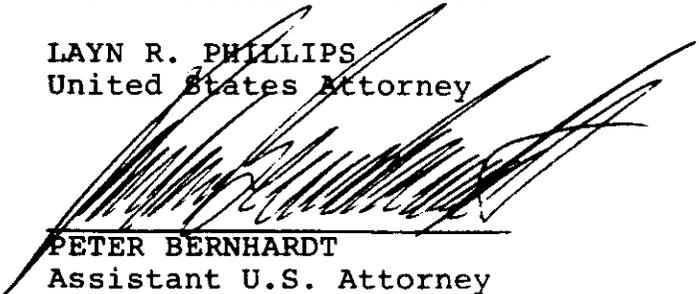
S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

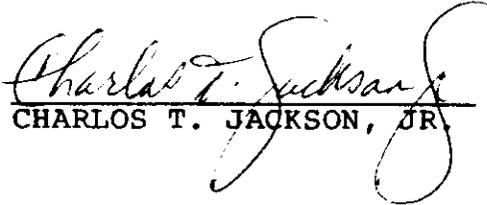
APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney



PETER BERNHARDT
Assistant U.S. Attorney



CHARLOS T. JACKSON, JR.

FILED

APR 19 1965

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

JACK O. CONVER, CLERK
U.S. DISTRICT COURT

MARILYN A. TURNBOW,)
)
 Plaintiff,)
)
 vs.)
)
 PRUDENTIAL INSURANCE COMPANY)
 OF AMERICA,)
)
 Defendant and)
 Third Party Plaintiff,)
)
 vs.)
)
 MARJORIE CLAMPITT,)
)
 Third Party Defendant.)

No. 83-C-1-C

J U D G M E N T

This matter came on for nonjury trial before the Court, and the issues having been duly tried and a decision having been duly rendered in accordance with the Findings of Fact and Conclusions of Law filed simultaneously herein,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing, that the third party defendant is entitled to and is hereby awarded the proceeds of the defendant Prudential's Policy No. GX-16000, on deposit with the Court Clerk in an interest-bearing

account, that the action be dismissed on the merits and that the parties bear their own attorney fees and costs of this action..

IT IS FURTHER ORDERED that the Court Clerk is hereby directed, upon the finality of this judgment, to disperse said proceeds to third party defendant Marjorie Clampitt.

IT IS SO ORDERED this 18th day of April, 1985.


H. DALE COOK
Chief Judge, U. S. District Court

Entered

FILED

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

DEC 19 1985

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

E. LIGE JOICE, et al.,)
)
 Plaintiffs,)
)
 v.)
)
 ROBERT L. BLAIR, et al.,)
)
 Defendants.)

No. 84-C-924-B

O R D E R

This matter comes before the Court on the motion to dismiss or for summary judgment, filed by federal defendants Robert L. Blair, L. E. Barnes, Homer Walker, John Thompson, and Jennifer Moore. The motion was filed December 28, 1984. Plaintiffs have never responded to the motion. Therefore, under Rule 14(a) of the Local Rules of the Northern District of Oklahoma, the matters urged by defendants in the motion are deemed confessed.

Defendants assert three bases for dismissal or summary judgment: 1) improper service; (2) failure to state a claim upon which relief can be granted; and 3) qualified good faith immunity of government officials. The Court has determined service on the federal defendants was improper and the case should be dismissed; therefore, the remaining bases for dismissal and/or summary judgment will not be considered.

This is an action against revenue officers for the Internal Revenue Service for the alleged wrongful filing of a tax lien on plaintiffs' property and the subsequent seizure and sale of the property at public auction. Dinia L. Barns, the last named

defendant in the suit, purchased the property at public auction. Plaintiffs seek actual and punitive damages from all defendants.

Plaintiff attempted to serve the federal defendants by sending summons and complaint by certified mail to them at their business addresses. The federal defendants contend service was improper and the Court therefore lacks personal jurisdiction over them.

Plaintiffs appear to have attempted to serve defendants pursuant to F.R.Civ.P. 4(d)(5), which provides for service:

"Upon an officer or agent of the United States, by serving the United States and by sending a copy of the summons and of the complaint by registered or certified mail to such officer or agency...."

Defendants contend, however, service under F.R.Civ.P. 4(d)(1) was required. That rule provides for service:

"Upon an individual other than an infant or an incompetent person, by delivering a copy of the summons and of the complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein or by delivering a copy of the summons and of the complaint to an agent authorized by appointment or by law to receive service of process."

In a suit against government employees, the applicable method of service under F.R.Civ.P. 4(d) depends on the theory under which the party proceeds. Where money damages are sought against a public official in his individual capacity, the plaintiff must proceed under the terms of Rule 4(d)(1) and effect personal service. Micklus v. Carlson, 632 F.2d 227, 240 (3rd Cir. 1980). Service under Rule 4(d)(5) is not sufficient. Id.

See also, Griffith v. Nixon, 518 F.2d 1195, 1196 (2nd Cir. 1975), cert. denied, 423 U.S. 995 (1975); Relf v. Gasch, 511 F.2d 804, 808 n. 18 (D.C. Cir. 1975). Since plaintiffs seek damages against the federal defendants personally, service under F.R.Civ.P. 4(d)(1) is required.

Even service which succeeds in providing a defendant with actual notice of the lawsuit but fails to satisfy the technical requirements of Rule 4 will not permit a court to render a personal judgment against that defendant, absent waiver of the defective service. Seig v. Karnes, 693 F.2d 803, 807 (8th Cir. 1982).

Plaintiffs have failed to effect proper service upon the federal defendants; therefore, the motion to dismiss must be sustained.

ENTERED this 19 day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

FILED

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

APR 18 1985

JAMES C. THOMAS,)
)
 Plaintiff,)
)
 vs.)
)
 FEDERAL TRADE COMMISSION,)
)
 Defendant.)

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

No. 84-C-384-E

O R D E R

THIS matter is before the Court for decision upon the motion of Defendant and the cross-motion of Plaintiff for summary judgment. The Plaintiff seeks the release from the Defendant Federal Trade Commission of four documents under the Freedom of Information Act, Title 5 U.S.C. § 552.

Pursuant to the January 28, 1985 order of this Court, the Defendant Federal Trade Commission submitted for in camera inspection the three interview reports requested by Plaintiff and those portions of the fifty-nine page memorandum which Defendant asserts are exempt from disclosure under the Freedom of Information Act.

The Plaintiff argues that those portions of the fifty-nine page memorandum which have been withheld from the Plaintiff contain trade secrets and commercial or financial information which is privileged, and that therefore those portions are exempt under 15 U.S.C. § 57b-2(f) and § 46(f). Upon a thorough review of the memorandum, this Court finds that the information withheld

was submitted to the Defendant by certain private parties pursuant to an investigation, the purpose of which was to determine whether a violation of any provision of the laws administered by the commission had occurred. This information was provided voluntarily in place of compulsory process and is exempt from disclosure under the Freedom of Information Act. Those portions of the memorandum withheld contained information taken directly from material received by the commission in this investigation, and also contained direct references to this material which would, if revealed, defeat the purpose of the exemption.

The Court further finds that this memorandum does not constitute a "final opinion" of the Federal Trade Commission, but is instead a recommendation and communication from the staff to the commission. Under the FTC's administrative processes the commission itself is responsible for final decisions and is the only body that can make such decisions. Only a memorandum prepared by the commission explaining reasons for their decisions would qualify as a "final opinion" under 5 U.S.C. § 552(a)(2)(A). See Bristol Meyers Co. v. FTC, 598 F.2d 18 (D.C. Cir. 1978).

The Court also reviewed three interview reports withheld in their entirety by the Defendant. These reports summarize and comment upon statements made by Thomas Burn, Edward J. O'Rourke, and Dale Butts. The summarization includes editorial comments and analyses of the interviewer, and contains information

revealed by the sources pursuant to an FTC investigation, the purpose of which was to determine whether a violation had occurred. 15 U.S.C. § 57b-2(f). The reports also contain comments and analyses which amount to attorney work product prepared in anticipation of possible litigation. The reports contain conclusions and opinions of counsel for the Defendant, as those terms are used in Rule 26(b)(3) of the Federal Rules of Civil Procedure.

For the foregoing reasons, this Court finds that the documents submitted in camera and withheld from the Plaintiff are exempt under the Freedom of Information Act, and that therefore summary judgment must be granted in favor of Defendants.

IT IS THEREFORE ORDERED AND ADJUDGED that the motion of Plaintiff for summary judgment be and the same is hereby denied.

IT IS FURTHER ORDERED that the motion of Defendant for summary judgment be and the same is hereby granted. The documents submitted to Court in camera will remain under seal, and the Court will not order their release to the Plaintiff as requested in the complaint.

It is so ORDERED this 18th day of April, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

VIKING PETROLEUM, INC.)
a Delaware Corporation,)
Plaintiff,)
vs.)
UNIVERSAL DRILLING)
SERVICES, INC., a Colo-)
rado Corporation, and)
JACK GRYNBERG, an)
individual,)
Defendants.)

Case No. 84-C-456-E

FILED

APR 17 1985

Jack C. Silver, Clerk
U. S. District Court

ORDER

It appearing to the Court that the above-entitled action has been fully settled, adjusted, compromised, and based upon stipulation; therefore,

IT IS ORDERED AND ADJUDGED, that the above-entitled action be, and it is hereby dismissed, without cost to either party, and with prejudice to the Plaintiff.

DATED this 17 day of April, 1985.

S/ JAMES O. ELLISON

James O. Ellison, Judge of the
Northern District Court of
Oklahoma

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

APR 17 1985

JACK G. HUYER, CLERK
U.S. DISTRICT COURT

TXO PRODUCTION CORPORATION,)
a Delaware corporation,)
)
Plaintiff,)
)
vs.)
)
J. R. ATKINSON,)
C. A. LOTT,)
BOBBIE LOU McMAHON, Trustee)
Under Trust Agreement created)
by Richard W. McMahan,)
CHARLES L. McMAHON, JR.)
)
Defendants.)

No. 85-C-280 E ✓

Notice of
DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, TXO Production Corporation, a Delaware corporation, and dismisses the above entitled cause with prejudice against further filings as to the Defendants, J. R. Atkinson, Bobbie Lou McMahan, Trustee Under Trust Agreement created by Richard W. McMahan, and Charles L. McMahan, Jr.

SHORT, HARRIS, TURNER & DANIEL

By *[Signature]*
SAM. P. DANIEL III
OBA No. 2151
2761 E. Skelly Drive
Suite 700
Tulsa, Oklahoma 74105
(918)743-6201

CERTIFICATE OF MAILING

I hereby certify that on this 17th day of April, 1985, a true and correct copy of the above and foregoing was mailed, with postage prepaid thereon, to Ronald G. Reynolds, 320 South Boston, Suite 920, Tulsa, Oklahoma 74103.



Sam P. Daniel III

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

LOREN C. ABBOTT,)

Defendant)

CIVIL ACTION NO. 83-C-809-E

APR 17 1985

CLERK
U.S. DISTRICT COURT

AGREED JUDGMENT

This matter comes on for consideration this 17th day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Loren C. Abbott, appearing by Robert M. Butler, his attorney of record.

The Court being fully advised and having examined the file herein, finds that the Defendant, Loren C. Abbott, has agreed that he is indebted to the Plaintiff in the amount of \$6,000.00, plus interest and that judgment may accordingly be entered against him in the amount of \$6,000.00, plus interest at the legal rate from the date of judgment until paid, plus the costs of this action to be paid as follows:

\$2,000.00 - May 1, 1985

\$2,000.00 - July 1, 1985

\$2,000.00 - September 1, 1985

If these payments are made at the times set forth herein interest will be waived by Plaintiff. Otherwise, interest will accrue as set forth herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Loren C. Abbott, in the amount of \$6,000.00, plus interest at the current legal rate of 9.15 percent from the date of judgment until paid, plus the costs of this action.

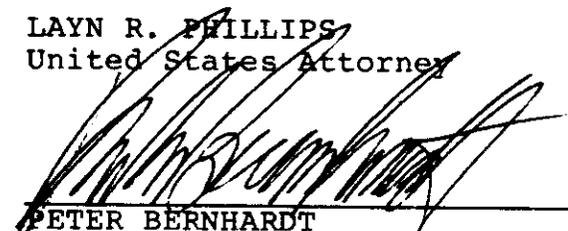
S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

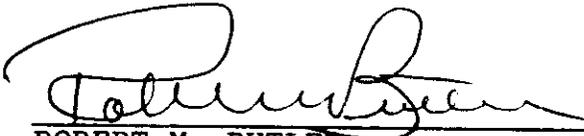
LAYN R. PHILLIPS
United States Attorney



PETER BERNHARDT
Assistant United States Attorney



LOREN C. ABBOTT



ROBERT M. BUTLER
Attorney for Defendant

FILED

APR 10 1985

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

CHARLES H. CHAMBERS,)

Plaintiff,)

vs.)

CITY OF PRYOR CREEK, OKLAHOMA,)

et al.,)

Defendants.)

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

No. 84-C-879-^E2

ORDER OF DISMISSAL

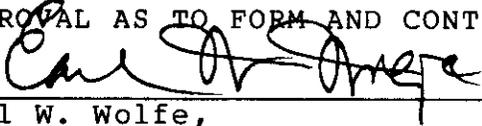
Upon the application of plaintiff, Charles H. Chambers, and for good cause shown the Court hereby orders that the claims asserted in this action by plaintiff against the defendants, City of Pryor Creek, Oklahoma, Wiley Backwater, William Moon, and Bob McLemore, are hereby dismissed with prejudice, each party to bear his or its own costs in connection therewith.

Dated this 17 of April, 1985.

/s/ JAMES O. ELISON

UNITED STATES DISTRICT JUDGE

APPROVAL AS TO FORM AND CONTENT:



Earl W. Wolfe,
Attorney for Plaintiff

/s/ Robert H. Taylor

Richard C. Honn
Attorney for Defendants,
City of Pryor Creek, Wiley
Backwater, William Moon, and
Bob McLemore

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 17 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	
)	
HARRY A. SIMPSON,)	
)	
Defendant.)	CIVIL ACTION NO. 85-C-214-E

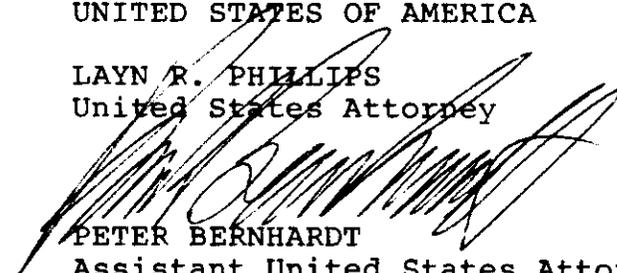
NOTICE OF DISMISSAL

COMES NOW the United States of America by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Peter Bernhardt, Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 17th day of April, 1985.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

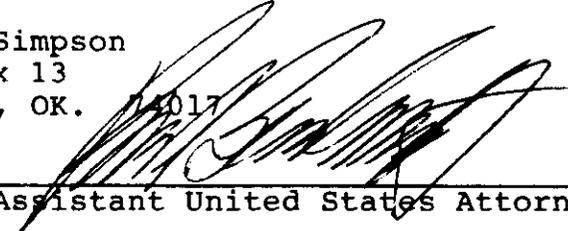


PETER BERNHARDT
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 17th day of April, 1985, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to:

Harry A. Simpson
Rt. 5, Box 13
Claremore, OK. 74017



Assistant United States Attorney

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

APR 17 1985

JACK D. SIMMER, CLERK
U.S. DISTRICT COURT

OKLAHOMA-KANSAS OIL TREATING,)
INC., a Kansas corporation,)
)
Plaintiff,)
)
vs.)
)
TONTINE CORPORATION, an Oklahoma)
corporation, L. ERIC WHETSTONE)
and JOHN B. CATHEY, citizens)
of the State of Oklahoma,)
)
Defendants.)

Case No. 84-C-760-C

STIPULATION OF DISMISSAL
WITHOUT PREJUDICE

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure all of the above-captioned parties agree and stipulate that all claims and counterclaims alleged in the above-captioned action are hereby dismissed without prejudice and that each party will bear his or its own costs and attorney's fees.

TONTINE CORPORATION, an
Oklahoma corporation, L.
ERIC WHETSTONE and JOHN
B. CATHEY, citizens of
the State of Oklahoma

OKLAHOMA-KANSAS OIL TREATING,
INC., a Kansas corporation

By: 
James R. Lloyd
23 West Fourth Street
Tulsa, Oklahoma 74103
(918) 585-2020
ATTORNEY FOR DEFENDANTS

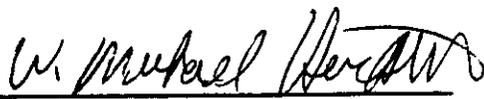
By: 
Wade A. Hoefling
CONNER & WINTERS
2400 1st National Tower
(918) 586-5711
ATTORNEYS FOR PLAINTIFF

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

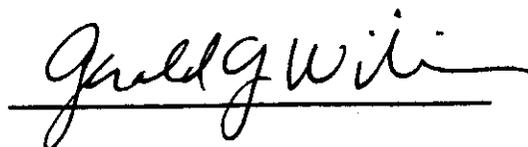
APR 17 1985
JAMES O. ELLISON, CLERK
U.S. DISTRICT COURT

PICKER INTERNATIONAL, INC.)
) Case No. 83-C-1015E
Plaintiff,)
)
v.) JUDGE JAMES O. ELLISON
)
WAYNE HILL, M.D.,)
)
Defendant.) STIPULATION AND ORDER
) FOR ENTRY OF JUDGMENT

NOW COME plaintiff and defendant, by and through their respective counsel, and hereby stipulate and agree to the entry of judgment in favor of plaintiff and against defendant in the amount of \$13,597.34, plus interest pursuant to 15 O.S. § 266 at the rate of 6 percent (6%) per annum from and after March 22, 1983, plus plaintiff's attorney fees and out-of-pocket expenses incurred by Picker in the amount of \$3,484.51 , plus the costs of the above-captioned action.


W. Michael Hackett
5200 S. Yale, Suite 100
Tulsa, Oklahoma 74235

Counsel for Plaintiff



Counsel for Defendant

ORDER

This matter having come before this Court pursuant to the above stipulation of the parties, and the Court being fully advised in the premises,

IT IS ORDERED AND ADJUDGED that judgment be and the same is hereby entered in favor of plaintiff and against defendant in the amount indicated in the aforementioned stipulation of the parties. Costs of this action are hereby taxed against the defendant.

S/ JAMES O. ELLISON

Dated: April 19

James O. Ellison

United States District Judge

F I L E D

APR 19 1906

U. S. DISTRICT COURT

FILED

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

APR 1 1985

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

GEORGE THOMAS PITNER and)
NELDA GENE PITNER,)
)
Plaintiffs,)
)
vs.)
)
FIBREBOARD CORPORATION,)
et al,)
)
Defendants.)

No. 84-C-284 E

ORDER OF DISMISSAL AS TO NICOLET, INC., ONLY

This matter came on for consideration on this _____ day of April, 1985 upon the Joint Application For Dismissal With Prejudice filed herein by the plaintiffs and Nicolet, Inc. The Court being duly advised in the premises finds that said Application For Dismissal is in the best interest of justice and should be approved, and the above styled and numbered cause of action dismissed with prejudice to the defendant, Nicolet, Inc., only.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Joint Application For Dismissal With Prejudice as to the parties plaintiff and Nicolet, Inc., is hereby approved and the above styled and numbered cause of action and Complaint is dismissed with prejudice to a refiling as to Nicolet Inc., only.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED:



Mark H. Iola
Attorney for plaintiffs



Donald Church
Attorney for Nicolet, Inc.

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

SHELTER AMERICA CORPORATION,)
)
 Plaintiff,)
)
 vs.)
)
 KIRBY RAY CORDELL AND DEBORAH)
 S. CORDELL,)
)
 Defendants.)
)
 vs.)
)
 ECONOMY HOUSING, INC.,)
)
 Third-Party Defendant.)

FILED
APR 17 1985
JACK D. STINEBAUGH, CLERK
U.S. DISTRICT COURT
Case No. 84-C-7

NOTICE OF DISMISSAL

Plaintiff, pursuant to Rules 41(a) and (c), Federal Rules of Civil Procedure, hereby dismisses its Third-Party Complaint against Economy Housing, Inc. on file herein, without prejudice to the future filing thereof.

DATED this 17th day of April, 1985.

ENGLISH, JONES & FAULKNER

By: Steve Rankin

Bruce Jones
Steve Rankin
1701 Fourth National Bank Bldg.
Tulsa, Oklahoma 74119
(918) 582-1564

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF MAILING

I hereby certify that on the 17th day of April, 1985, a true and correct copy of the foregoing Notice of Dismissal was mailed to the following parties: Daniel Doris, 2727 East 21st Street, Suite 305, Tulsa, Oklahoma 74114, and Kenn Bradley, 4815 South Harvard, #418, Tulsa, Oklahoma 74135, with proper postage thereon.

Steve Rankin
Steve Rankin

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

FILED

APR 17 1985

JACOB G. STEVENSON, CLERK
U.S. DISTRICT COURT

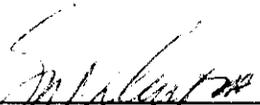
TXO PRODUCTION CORPORATION,)
a Delaware corporation,)
)
Plaintiff,)
)
vs.)
)
J. R. ATKINSON,)
C. A. LOTT,)
BOBBIE LOU McMAHON, Trustee)
Under Trust Agreement created)
by Richard W. McMahan,)
CHARLES L. McMAHON, JR.)
)
Defendants.)

No. 85-C-280 E

NOTICE OF
DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, TXO Production Corporation, a Delaware corporation, and dismisses the above entitled cause with prejudice against further filings as to the Defendants, J. R. Atkinson, Bobbie Lou McMahan, Trustee Under Trust Agreement created by Richard W. McMahan, and Charles L. McMahan, Jr.

SHORT, HARRIS, TURNER & DANIEL

By 
SAM P. DANIEL III
OBA No. 2151
2761 E. Skelly Drive
Suite 700
Tulsa, Oklahoma 74105
(918)743-6201

CERTIFICATE OF MAILING

I hereby certify that on this 17th day of April, 1985, a true and correct copy of the above and foregoing was mailed, with postage prepaid thereon, to Ronald G. Reynolds, 320 South Boston, Suite 920, Tulsa, Oklahoma 74103.



Sam P. Daniel III

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

FILED

APR 15 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

WILLIAM J. McDONALD,
Plaintiff,

-vs-

PORT CARLOS, INC.,
Defendant.

No. 84-C-796-C ✓

JUDGMENT

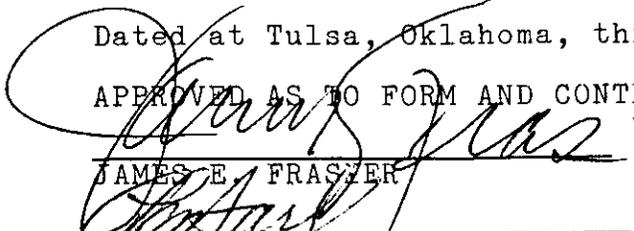
On this 21st day of March, 1985, the above entitled cause came on for jury trial before the Court, Honorable H. Dale Cook, District Judge, presiding, the Plaintiff being represented by his attorney, James E. Frasier, and the Defendant being represented by its attorney, John K. Harlin, Jr., and the issues having been duly tried and a decision having been duly rendered by the jury: "We, the Jury, find in favor of the Defendant, Port Carlos, Inc., and against the Plaintiff, William J. McDonald."

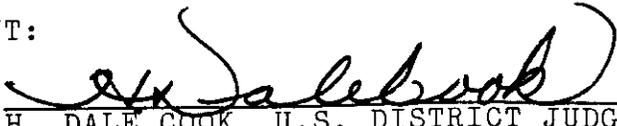
IT IS ORDERED, ADJUDGED AND DECREED that the Defendant, Port Carlos, Inc., be and is hereby awarded a Judgment against the Plaintiff, William J. McDonald, in the sum of \$22,651.38 as and for labor and materials, the sum of \$1,160.00 as and for boat dockage and the sum of \$630.99 as and for boat service, thereby making a total Judgment against the Plaintiff in the sum of \$24,442.37.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, Port Carlos, Inc. recover of the Plaintiff, its costs and attorney fees.

Dated at Tulsa, Oklahoma, this 15 day of ^{April} ~~March~~, 1985.

APPROVED AS TO FORM AND CONTENT:


JAMES E. FRASIER


H. DALE COOK, U.S. DISTRICT JUDGE


JOHN K. HARLIN, JR.

FILED

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

APR 15 1985

JACK O. SILVER, CLERK
U.S. DISTRICT COURT

THE BANK OF COMMERCE AND TRUST)
COMPANY,)

Plaintiff,)

vs.)

No. 83-C-80-C

OILFINANCE CORPORATION and)
AMERICAN ENERGY CORPORATION,)

Defendants.)

JUDGMENT

Pursuant to the stipulations of counsel for plaintiff and defendants, OilFinance Corporation and American Energy Corporation, the Court finds that plaintiff is entitled to judgment as prayed for in its Complaint less the amounts recovered from the previous sale of collateral and accordingly,

IT IS ORDERED that plaintiff have and recover judgment jointly and severally against defendants, OilFinance Corporation and American Energy Corporation, for \$155,073.74 plus interest thereon at the rate of Bank of Commerce Prime plus 7% from August 26, 1983, until paid, plus a reasonable attorney's fee of \$45,143.70 plus the costs of this action accrued and accruing; and

~~IT IS FURTHER ORDERED, that this judgment be sealed by the Clerk of the Court and its contents not be revealed or divulged to anyone except at the direction of the Court upon the application of counsel for plaintiff or defendants.~~

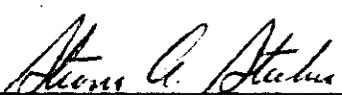
[Deletion approved by counsel by phone May 10, 1985]

Rosanne F. Miller, Deputy

DATED April 15, 1985.


H. Dale Cook
United States District Judge

APPROVED AS TO FORM AND CONTENT:


Steven A. Stecher
Attorney for Plaintiff


Conrad C. Lysiak
Attorney for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 15 1985

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

UNITED STATES OF AMERICA
and MARK KESTER,
Revenue Officer, Internal
Revenue Service,

Petitioners,

vs.

STEVAN N. BROWN,

Respondent.

CIVIL ACTION NO. 85-C-137-B

ORDER DISCHARGING RESPONDENT AND DISMISSAL

ON THIS 15th day of April, 1985, Petitioners' Motion to Discharge Respondent and for Dismissal came for hearing. The Court finds that Respondent has now complied with the Internal Revenue Service Summons served upon him, that further proceedings herein are unnecessary and that the Respondent, Stevan N. Brown, should be discharged and this action dismissed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT that the Respondent, Stevan N. Brown, be and he is hereby discharged from any further proceedings herein and this cause of action and Complaint are hereby dismissed.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

Entered

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

FILED

APR 15 1985

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

ARROW SPECIALTY COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 MUTHANA N. AL-NASSERI,)
)
 Defendant.)

No. 85-C-71-B

O R D E R

Upon motion of the Plaintiff, Arrow Specialty Company,
pursuant to Rule 41 of the Federal Rules of Civil Procedure
for an order dismissing this action without prejudice, for good
cause shown,

IT IS HEREBY ORDERED that the Complaint herein be and it
hereby is dismissed.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

CERTIFICATE OF MAILING

The undersigned certifies that on the 11th day of April,
1985, a true and correct copy of the above and foregoing Order
was mailed, properly addressed and postage fully prepaid to Don J.
Guy, Attorney for the Defendant at Mussman, Guy, Wilkerson &
McCurdy, 2626 East 21st Street, Suite 1, Tulsa, Oklahoma 74114.

ELSIE DRAPER

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

FILED

WILLIAM J. McDONALD,)
)
Plaintiff,)
)
-vs-)
)
PORT CARLOS, INC.,)
)
Defendant.)

APR 15 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 84-C-796-C

JUDGMENT

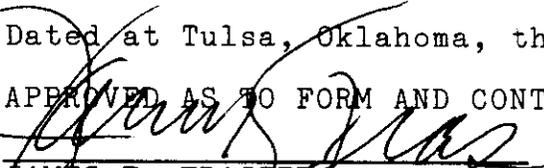
On this 21st day of March, 1985, the above entitled cause came on for jury trial before the Court, Honorable H. Dale Cook, District Judge, presiding, the Plaintiff being represented by his attorney, James E. Frasier, and the Defendant being represented by its attorney, John K. Harlin, Jr., and the issues having been duly tried and a decision having been duly rendered by the jury: "We, the Jury, find in favor of the Defendant, Port Carlos, Inc., and against the Plaintiff, William J. McDonald."

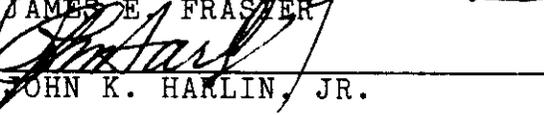
IT IS ORDERED, ADJUDGED AND DECREED that the Defendant, Port Carlos, Inc., be and is hereby awarded a Judgment against the Plaintiff, William J. McDonald, in the sum of \$22,651.38 as and for labor and materials, the sum of \$1,160.00 as and for boat dockage and the sum of \$630.99 as and for boat service, thereby making a total Judgment against the Plaintiff in the sum of \$24,442.37.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendant, Port Carlos, Inc. recover of the Plaintiff, its costs and attorney fees.

Dated at Tulsa, Oklahoma, this 15 day of ^{April}~~March~~, 1985.

APPROVED AS TO FORM AND CONTENT:



JAMES E. FRASIER


JOHN K. HARLIN, JR.

(Signed) H. Dale Cook

H. DALE COOK, U.S. DISTRICT JUDGE

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

FILED

APR 15 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

A. J. SHIELDS and)
FRANCES ARLENE SHIELDS,)
)
Plaintiffs,)
)
v.)
)
UNITED STATES OF AMERICA,)
)
Defendant)

CIVIL NO. 83-C-624-C

AGREED JUDGMENT

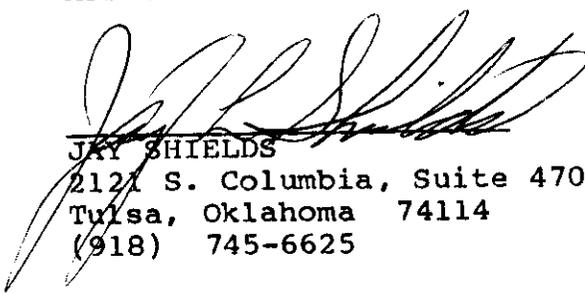
Pursuant to agreement between plaintiffs, A. J.
and Frances Arlene Shields, and defendant, United
States of America, it is hereby

ORDERED, ADJUDGED, and DECREED that defendant,
United States of America, have and recover of plaintiffs,
A. J. and Frances Arlene Shields, the sum of \$29,189.29,
together with lawful interest thereon as provided in 26
U.S.C. Sec. 6621.

ENTERED THIS 15 DAY OF April, 1985.

(Signed) H. Dale Cook
UNITED STATES DISTRICT JUDGE

APPROVED:



JAY SHIELDS

2121 S. Columbia, Suite 470
Tulsa, Oklahoma 74114
(918) 745-6625

Paul R. Hodgson / by DAK

PAUL R. HODGSON

4111 So. Darlington, #600
Tulsa, Oklahoma 74135
(918) 664-2424

COUNSEL FOR PLAINTIFFS

Michael M. Gibson

MICHAEL M. GIBSON

Attorney, Tax Division
Department of Justice
Room 5B31, 1100 Commerce
Dallas, Texas 75242

ATTORNEY FOR UNITED STATES

FILED

APR 15 1985

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

JACK C. SILVER, CLERK
DISTRICT COURT

SHIELDS MUSIC COMPANY,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant

CIVIL NO. 83-C-625-C

AGREED JUDGMENT

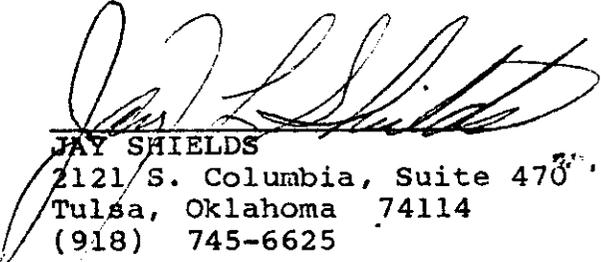
Pursuant to agreement between plaintiff, Shields Music Company, and defendant, United States of America, it is hereby

ORDERED, ADJUDGED, and DECREED that defendant, United States of America, have and recover of plaintiff, Shields Music Company, the sum of \$49,709.14, together with lawful interest thereon as provided in 26 U.S.C. Sec. 6621.

ENTERED THIS 15th DAY OF April, 1985.


UNITED STATES DISTRICT JUDGE

APPROVED:



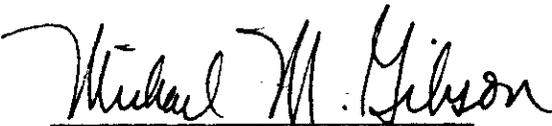
JAY SHIELDS

2121 S. Columbia, Suite 470
Tulsa, Oklahoma 74114
(918) 745-6625

Paul R. Hodgson / by DAK

PAUL R. HODGSON
4111 So. Darlington, #600
Tulsa, Oklahoma 74135
(918) 664-2424

COUNSEL FOR PLAINTIFF



MICHAEL M. GIBSON

Attorney, Tax Division
Department of Justice
Room 5B31, 1100 Commerce
Dallas, Texas 75242

ATTORNEY FOR UNITED STATES

FILED

APR 15 1985

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

JACK C. SILVER, CLERK
DISTRICT COURT

SHIELDS MUSIC COMPANY,
Plaintiff,

v.

UNITED STATES OF AMERICA,
Defendant

83-C-625-C

CIVIL NO. 83-C-625-C

AGREED JUDGMENT

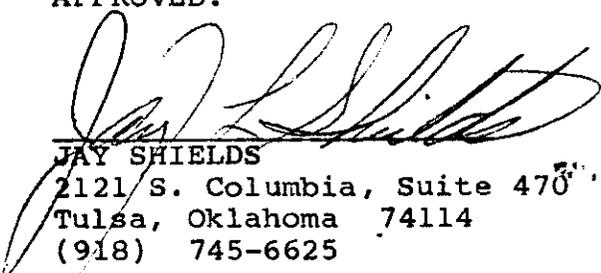
Pursuant to agreement between plaintiff, Shields Music Company, and defendant, United States of America, it is hereby

ORDERED, ADJUDGED, and DECREED that defendant, United States of America, have and recover of plaintiff, Shields Music Company, the sum of \$49,709.14, together with lawful interest thereon as provided in 26 U.S.C. Sec. 6621.

ENTERED THIS 15th DAY OF April, 1985.

[Signature]
UNITED STATES DISTRICT JUDGE

APPROVED:



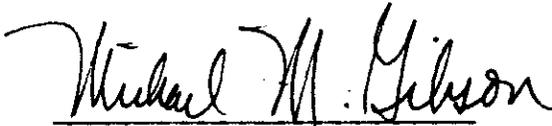
JAY SHIELDS

2121 S. Columbia, Suite 470
Tulsa, Oklahoma 74114
(918) 745-6625

Paul R. Hodgson / by DAK

PAUL R. HODGSON
4111 So. Darlington, #600
Tulsa, Oklahoma 74135
(918) 664-2424

COUNSEL FOR PLAINTIFF



MICHAEL M. GIBSON

Attorney, Tax Division
Department of Justice
Room 5B31, 1100 Commerce
Dallas, Texas 75242

ATTORNEY FOR UNITED STATES

Entitled

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

FILED

APR 15 1985

TONY C. SCHULER and)
REBECCA J. SCHULER,)
)
Plaintiffs,)
)
vs.)
)
SANTA FE MINERALS, INC.,)
)
Defendant.)

JACK D. SILVER, CLERK
U.S. DISTRICT COURT

No. 84-C-998-C

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the plaintiffs, Tony C. Schuler and Rebecca J. Schuler, and the defendant, Santa Fe Minerals, Inc., and hereby dismiss the above entitled cause of action with prejudice against the refiling of same and stipulate that each party shall pay its own costs and attorney fees.

IN WITNESS WHEREOF, the parties have signed this document this 15th day of April, 1985.

Tony C. Schuler

TONY C. SCHULER
Rebecca J. Schuler

REBECCA J. SCHULER

SANTA FE MINERALS, INC.

By: *Orval E. Jones*

Orval E. Jones
HALL, ESTILL, HARDWICK, GABLE,
COLLINGSWORTH & NELSON, INC.
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74172
(918) 588-2700

ATTORNEYS FOR
SANTA FE MINERALS, INC.

STATE OF OKLAHOMA,)
COUNTY OF OSAGE.) ss:

Before me, the undersigned Notary Public in and for said County and State, on this 12th day of April, 1985, personally appeared TONY C. SCHULER and REBECCA J. SCHULER, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



HARVEY PAYNE
Notary Public
Osage County
My Comm. Exp. 4-9-89

(SEAL)

Harvey Payne
Notary Public

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) ss:

Before me, the undersigned Notary Public in and for said County and State, on this 15th day of April, 1985, personally appeared Orval E. Jones, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its attorney of record, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Carol J. Crawford
Notary Public

(SEAL)

My commission expires 7/13/87

APPROVED:



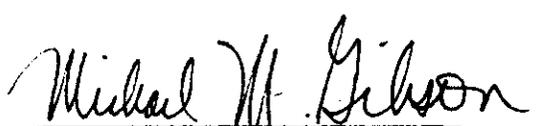
JAY SHIELDS

2121 S. Columbia, Suite 470
Tulsa, Oklahoma 74114
(918) 745-6625

Paul R. Hodgson / by, DAK

PAUL R. HODGSON
4111 So. Darlington, #600
Tulsa, Oklahoma 74135
(918) 664-2424

COUNSEL FOR PLAINTIFFS



MICHAEL M. GIBSON

MICHAEL M. GIBSON
Attorney, Tax Division
Department of Justice
Room 5B31, 1100 Commerce
Dallas, Texas 75242

ATTORNEY FOR UNITED STATES

Entered
FILED

APR 15 1985

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

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

VIRGIL TROTTER,)
)
 Plaintiff,)
)
 v.)
)
 JAMES CRABTREE CORRECTIONAL)
 CENTER, et al.,)
)
 Defendants.)

No. 84-C-640-B

O R D E R

This matter comes before the Court on motion to dismiss filed by defendants James Frazier, Richard Peters, the James Crabtree Correctional Center, Jerry Johnson and Larry Meachum pursuant to Rule 12(b)(6), F.R.Civ.P. Plaintiff has filed a response. The Court concludes the motion to dismiss should be sustained for the reasons set forth below.

Plaintiff brings this civil rights action pursuant to 42 U.S.C. §1983, alleging he was arrested illegally on February 27, 1984 by parole officers Larry Van Beber and David Grantham. Plaintiff claims the officers forced entry into plaintiff's apartment and arrested him on "trumped up" charges without a warrant. After the arrest the officers allegedly failed to lock the doors to plaintiff's apartment and automobile, would not allow plaintiff to lock his possessions, and returned later that night and stole approximately \$200.00 and "all [plaintiff's] receipts [and] deeds to property." He claims he was not informed of the charges against him until three days after the arrest.

Further, plaintiff alleges Van Beber called one Sargeant Jackson on March 9, 1984 and told the Sargeant to inform plaintiff the hearing on revocation of probation would be held at 1:00 P.M., on March 10. Plaintiff contends that, in reliance on the message, he called his attorney and two witnesses and told them to arrive for the hearing at 1:00 P.M. The hearing was held at 10:00 A.M., on the 10th, as originally scheduled. It is unclear whether plaintiff's attorney and two witnesses were present. At the hearing, plaintiff was allegedly not allowed to question the witnesses against him, but was himself questioned by officer Van Beber. Plaintiff alleges a later "executive hearing" before the Parole Board was "a farce." Together with these allegations relating to the revocation of his parole, plaintiff contends that, at the time the complaint was filed, the Department of Corrections should release him since he "should have been released a year ago" had the Department of Corrections calculated his time correctly. Plaintiff was released from the James Crabtree Correctional Center on November 21, 1984.

Personal participation or acquiescence in conduct violating a plaintiff's constitutional rights is an essential allegation in a §1983 claim against an individual. Rizzo v. Goode, 423 U.S. 362 (1976); Wiggins v. New Mexico State Supreme Court Clerk, 664 F.2d 812 (10th Cir. 1981), cert. denied 459 U.S. 840 (1983); Bennett v. Passic, 545 F.2d 1260, 1262-1263 (10th Cir. 1976). Plaintiff Trotter has not made a single factual allegation of direct action or inaction on the part of defendants Frazier,

Peters, Johnson or Meachum in regard to any alleged deprivation of his rights. Having made no such allegations, plaintiff has not stated a cause of action under §1983 against individual defendants Frazier, Peters, Johnson or Meachum.

The James Crabtree Correctional Center is not a "person" under 42 U.S.C. §1983 and is therefore not a proper defendant to this action. Bennett v. People, 406 F.2d 36, 39 (9th Cir. 1969), cert. denied 394 U.S. 966 (1969); Stanislaus Food Products v. Public Utilities Commission, 560 F.Supp. 114, 118 (N.D.Cal. 1982).

With regard to plaintiff's allegation he was confined for too long a period, he has made no allegations of personal action or inaction by the individual defendants. Further, when a state prisoner is challenging the very fact or duration of his physical impairment and the relief he seeks is a determination that he is entitled to immediate release or a speedier release from that imprisonment, the sole federal remedy is the writ of habeas corpus. Preiser v. Rodriguez, 411 U.S. 475, 500 (1973).

The motion to dismiss on behalf of defendants Frazier, Peters, Johnson, Meachum, and the James Crabtree Correctional Center is hereby sustained.

IT IS SO ORDERED this 15th day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

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

APR 12 1985

SUNBELT ENERGY CORPORATION,)
 a corporation, d/b/a SUNCATCHER)
 OF OKLAHOMA, INC., Tulsa Division,)
)
 Plaintiff,)
)
 vs.)
)
 SOLAR SERVICE CORPORATION,)
 an Oklahoma corporation,)
 EUGENE B. BEACHLEY, MIKE)
 QUINN and JIM LYNN,)
)
 Defendants.)

Jack C. Silver, Clerk
U. S. District Court

No. 83-C-950-E

ORDER OF DISMISSAL

NOW, on this 10th day of April, 1985, the Court being advised that the issues between the Plaintiff and the Defendant, Eugene Beachley, have been resolved, and that the Defendant, Eugene Beachly, has no objection to the case being dismissed, therefore;

ORDERS that the captioned case be dismissed without prejudice as to Eugene Beachley.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

LAW OFFICES

UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

FILED

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

APR 12 1985

SENTRY INSURANCE,
Plaintiff,

vs.

JERRY PRADMORE AND RONALD
PACE, JR.,
Defendants.

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

No. 83-C-899-E

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled due to the settlement of the underlying state court action. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown within twenty (20) days that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

DATED this 10th day of April, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

APR 12 1985

JOSEPH F. YANCEY and)
 JONEAL C. YANCEY,)
 Plaintiffs,)
)
 vs.)
)
 ALLSTATE INSURANCE COMPANY,)
 a foreign insurance company,)
 Defendant.)

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

CASE NO. 83 C-1060-E

ORDER OF DISMISSAL

NOW ON this 27th day of March, 1985, the above styled action comes on for hearing upon plaintiffs written Stipulation for Dismissal upon the grounds and for the reason that all of the claims of the plaintiffs have been compromised and settled in open court the date and year first above written; and the Court upon review of the plaintiffs written Stipulation for Dismissal and after being fully advised in the premises finds that the plaintiffs claims should be dismissed with prejudice to the refiling thereof in the future.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the claim of the plaintiffs be and the same is hereby dismissed with prejudiced.

Dated this 10th day of April, 1985.

S/ JAMES O. ELLISON

Judge of the District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
KENNETH R. QUILLEN and JO ANN)
QUILLEN, Husband and Wife;)
COUNTY TREASURER, Osage County,)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Osage County,)
Oklahoma,)
)
Defendants.)

APR 12 1985

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

CIVIL ACTION NO. 84-C-999-E

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 10th day of April, 1985. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney; the Defendants County Treasurer and Board of County Commissioners, Osage County, Oklahoma, appear by Larry D. Stuart, District Attorney, Osage County, Oklahoma; and the Defendants, Kenneth R. Quillen and Jo Ann Quillen, appear not, but make default.

The Court being fully advised and having examined the file herein finds that Defendant, Kenneth R. Quillen acknowledged receipt with Summons and Complaint on January 21, 1985; that the Defendant Jo Ann Quillen acknowledged receipt of Summons and Complaint on January 21, 1985; and that the Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, were served with Summons and Complaint on February 11, 1985.

It appears that the Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, filed

their Answer on February 14, 1985; and that the Defendants, Kenneth R. Quillen and Jo Ann Quillen, have failed to answer and their default has been entered by the Clerk of this Court on March 21, 1985.

The Court further finds that this is a suit based upon a certain promissory note and real estate mortgage securing said promissory note upon the following described real property located in Osage County, Oklahoma, within the Northern Judicial District of Oklahoma:

The South Sixty (60) Feet of Lot Three (3) Block Eleven (11), Relocation of Prue, Osage County, Oklahoma, according to the recorded plat thereof.

The Court further finds that on November 19, 1982, Kenneth R. Quillen and Jo Ann Quillen executed and delivered to the United States of America, acting through the Administrator of Veterans' Affairs, their promissory note in the amount of \$47,500.00, payable in monthly installments with interest thereon at the rate of 12 percent per annum.

The Court further finds that as security for the payment of the above described notes, Kenneth R. Quillen and Jo Ann Quillen executed and delivered to the United States of America, acting through the Administrator of Veterans' Affairs, a real estate mortgage dated November 19, 1982, covering the above described real property. This mortgage was recorded on November 22, 1982, in Book 626, Page 37, in the records of Osage County, Oklahoma.

The Court further finds that Defendants, Kenneth R. Quillen and Jo Ann Quillen, made default under the terms of the

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RICHARD L. STEVENS,)
)
 Defendant.)

APR 12 1985

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

CIVIL ACTION NO. 85-C-130-E

DEFAULT JUDGMENT

This matter comes on for consideration this 10th day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Richard L. Stevens, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Richard L. Stevens, acknowledged receipt of Summons and Complaint. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

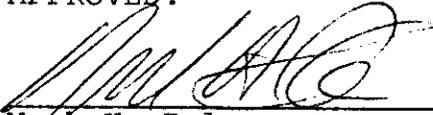
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendant, Richard L. Stevens, for the principal sum of \$4,074.80, plus accrued

interest of \$1,016.08 as of June 30, 1983, plus interest on the principal sum of \$4,074.80 at 4 percent from June 30, 1983, until judgment, plus interest thereafter at the current legal rate of 9.15 percent from date of judgment until paid, plus costs of this action.

S/ JAMES O. ELLISON

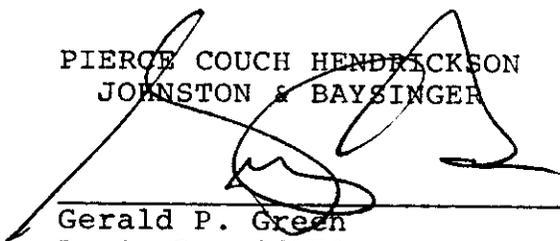
UNITED STATES DISTRICT JUDGE

APPROVED:



Mark H. Iola
P. O. Box 2099
Tulsa, OK 74101
Attorney for Plaintiffs

PIERCE COUCH HENDRICKSON
JOHNSTON & BAYSINGER



Gerald P. Green
P. O. Box 26350
Oklahoma City, Oklahoma 73126
405/235-1611
Attorney for H. K. Porter Company,
Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 11 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

BOBBY R. BENTON,)

Defendant.)

CIVIL ACTION NO. 85-C-212-C

AGREED JUDGMENT

This matter comes on for consideration this 10 day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendant, Bobby R. Benton, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that Defendant Bobby R. Benton, was served with Summons and Complaint on March 21, 1985. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount of \$201.54, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 19, 1983, and \$.68 per month from January 1, 1984.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against the Defendant, Bobby R. Benton, in the amount of \$201.54, plus interest at the rate of 15.05 percent per annum and administrative costs of

\$.61 per month from August 19, 1983, and \$.68 per month from January 1, 1984, and the costs of this action.

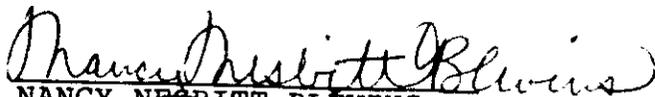
s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney


NANCY NESBITT BLEVINS
Assistant U.S. Attorney


BOBBY R. BENTON

Entered

FILED

APR 11 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

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

COMPRESSOR SYSTEMS, INC.,)
)
Plaintiff,)
)
vs.)
)
RESOURCES INTERNATIONAL, LTD.,)
GREAT SOUTHERN ENTERPRISES,)
INC. and KANOKLA ENERGY)
CORPORATION,)
)
Defendants.)

No. 84-709-C

DEFAULT JUDGMENT OF
GREAT SOUTHERN ENTERPRISES, INC.

The above-entitled cause coming on for hearing in open Court, on the Motion and Affidavit of Plaintiff for an Order adjudging the Defendant, Great Southern Enterprises, Inc., to be in default for want of appearance or answer in any form in said action, on all the records and files herein, Plaintiff appearing by Clifton D. Naifeh, its attorney of record, and the Defendant, Great Southern Enterprises, Inc., appearing not at all, either in person or by attorney, or by Motion or any pleading in said action; and it appearing to the Court that the Defendant, Great Southern Enterprises, Inc., has been duly and legally served with summons by certified mail, return receipt requested, in this action, and that due proof thereof has been filed, and that more than twenty (20) days have elapsed since the date of said service and said Motion having been duly considered by the Court and the Court being fully advised in the premises,

IT IS HEREBY ORDERED that the Defendant, Great Southern Enterprises, Inc., be, and it is hereby, adjudged to be in default in this action.

IT IS FURTHER ORDERED that judgment in favor of Compressor Systems, Inc., Plaintiff, and against Great Southern Enterprises, Inc., Defendant, shall enter in accordance with the prayer of Plaintiff's Complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Compressor Systems, Inc., have and recover from Defendant, Great Southern Enterprises,

Inc., judgment in the sum of \$36,711.00, with interest thereon at the rate of ten percent (10%) per annum from October 1, 1982, until paid, together with costs and disbursements incurred in this action amounting to the sum of \$353.55 and a judgment for reasonable attorney's fees in the amount of 6,500⁰⁰.

DATED this 9th day of April, 1985.

J. W. COOK
UNITED STATES DISTRICT JUDGE

CLIFTON D. NAIFEH - OBA #6568
470 Sooner Federal Building
Norman, Oklahoma 73069
(405) 329-2732

ATTORNEY FOR PLAINTIFF

FILED

APR 11 1985

12960 JACK C. SILVER, CLERK
U.S. DISTRICT COURT

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

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware Corporation,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 84-C-618-C
)	
OILFILED EXPRESS, INC., and)	
JAMES BENTON SIMPSON,)	
)	
Defendant.)	

STIPULATION OF DISMISSAL

It is hereby stipulated and agreed by and between the undersigned attorneys for plaintiff and defendant that the above and entitled action be and the same hereby is discontinued and the complaint herein dismissed with prejudice.

John A. Mackechnie

JOHN A. MACKECHNIE
Attorney for Plaintiff

Eugene Robinson

EUGENE ROBINSON OBA # 10119
Attorney for Defendants,
OILFILED EXPRESS, INC. and
JAMES BENTON SIMPSON

Entered

FILED

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

APR 11 1985

WESTERN FIRE INSURANCE CO.,)
)
Plaintiff,)
)
vs.)
)
RAYMOND DARRELL DAVID, et al.,)
)
Defendants..)

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

No. 85-C-59-E

JUDGMENT DISMISSING ACTION

The Court has been advised by counsel that this action has been rendered moot by virtue of summary judgment having been entered in the underlying litigation before Judge Thomas R. Brett. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown within sixty (60) days that further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

DATED this 10th day of April, 1985.

James O. Ellison

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

APR 11 1985

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

AUDREY LEE ANDERSON LOVETT)
and KENNETH W. ANDERSON, JR.,)
Co-Administrators of the)
Estate of Kenneth W. Anderson,)
Deceased,)

Plaintiffs,)

v.)

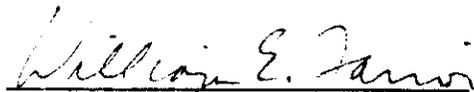
UNITED STATES OF AMERICA,)

Defendant)

CIVIL NO. 83-C-341-E

STIPULATION ^{of} FOR DISMISSAL

It is hereby stipulated and agreed that the complaint in the above-entitled case be dismissed with prejudice, the parties to bear their respective costs, including any possible attorneys' fees or other expenses of litigation.



WILLIAM E. FARRIOR
Barrow, Gadis, Griffith
& Grimm
610 East Main, Suite 300
Tulsa, Oklahoma 74119

Counsel for Plaintiffs



STEVEN SHAPIRO
Tax Division
Department of Justice
Washington, D. C. 20530

Counsel for Defendant

FILED

APR 11 1985

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

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

VICTOR A. BAJADA,	Plaintiff,)
)
v.) No. 81-C-584-E
)
LOFFLAND BROTHERS COMPANY, a)
corporation,	Defendant.)

ORDER

NOW, on this 10th day of April, 1985, upon a joint
Stipulation for Dismissal of the above case,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
above case is dismissed with prejudice.

S/ JAMES O. ELLISON
JAMES O. ELLISON, U.S. DISTRICT JUDGE

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

FILED

APR -8 1985

NITE DELITES, INC., AN OKLAHOMA
CORPORATION,

Plaintiff,

vs.

QUESTAMERICA CORPORATION, A
NEVADA CORPORATION,

Defendant.

§
§
§
§
§
§
§
§
§
§

No. 84-C-969 C

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

The parties hereto having stipulated to dismissal of this lawsuit, with prejudice, it is ORDERED, ADJUDGED and DECREED that this case and all causes of action alleged therein be and they are hereby dismissed with prejudice, each party to bear its own costs.

SIGNED on April 8, 1985.

In: Chief Judge H. Dale Cook.

James O. [Signature]
JUDGE PRESIDING

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

NR-5 10

CITY INSURANCE COMPANY,)
a New Jersey corporation,)
)
Plaintiff,)

No. 84-C-823-C

vs.)

L. G., a minor, by her legally)
appointed guardians; L. R. G.)
and L. M. G., in their own)
behalf as parents and legal)
guardians of L. G.,)

Defendants #1,)

D. R. and V. R., Individually)
and her Parents, Next Friend and)
Guardians of K. A. R., a Minor)
Child,)

Defendants #2,)

BRUCE EDWARD DOREMUS, an)
Individual; and INDEPENDENT)
SCHOOL DISTRICT NO. 1 OF TULSA)
COUNTY OKLAHOMA,)

Defendants #3.)

ORDER OF DISMISSAL

NOW, on this 4 day of April, 1985,
upon the written Application of the parties herein for a
Dismissal With Prejudice of the Complaint and all causes
of action therein, the Court having examined said Applica-
tion finds that said declaratory judgment action is moot
inasmuch as the underlying lawsuits identified as
#84-C-276-C and #84-C-210-C have been fully settled,
compromised and dismissed and that the instant action

between Plaintiff and Defendants above-named is hereby moot, and the Court being fully advised in the premises, and finding that all issues between Plaintiff and Defendants above-named have been resolved as a result of the settlement and Dismissals in #84-C-276-C and #84-C-210-C hereby finds that said Complaint for declaratory judgment 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 above-named Defendants be and the same is hereby dismissed with prejudice to any future action.

s/H. DALE COOK

HONORABLE H. DALE COOK
JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RICHARD H. DEBUS,)
)
 Defendant.)

APR 5 1985

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

CIVIL ACTION NO. 85-C-174-C

AGREED JUDGMENT

This matter comes on for consideration this 5 day
of April, 1985, the Plaintiff appearing by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through James E. Pohl, Special Assistant United States
Attorney, and the Defendant, Richard H. Debus, appearing pro se.

The Court, being fully advised and having examined the
file herein, finds that Defendant Richard H. Debus, was served
with Summons and Complaint on March 6, 1985. The Defendant has
not filed his Answer but in lieu thereof has agreed that he is
indebted to the Plaintiff in the amount of \$1,663.28, plus the
accrued interest of \$162.79 as of January 31, 1985, plus interest
at 7 percent per annum until paid, and all other and further
relief as the Court deems just.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that
the Plaintiff have and recover Judgment against the Defendant,
Richard H. Debus, for the principal sum of \$1,663.28, plus the
accrued interest of \$162.79 as of January 31, 1985, plus interest

at 7 percent per annum until paid, and all other and further relief as the Court deems just.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney



JAMES E. POHL
Special Assistant U.S. Attorney



RICHARD H. DEBUS

Entered

FILED

APR 5 1985

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

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

TRUCK INSURANCE EXCHANGE,)
 TRUCK UNDERWRITER'S ASSOCIATED,)
)
 Plaintiff,)
)
 v.)
)
 WAL-MART STORES, INC., and)
 CARROLL W. CALDWELL, d/b/a)
 COMMERCIAL ROOF COATINGS OF)
 TULSA,)
)
 Defendants.)

NO. 83-C-820-B

ORDER

This matter comes before the Court on cross motions for summary judgment filed by the plaintiff, Truck Insurance Exchange, Truck Underwriter's Associated, and by defendant Wal-Mart Stores, Inc. Oral arguments have been heard on the motions. For the reasons set forth below, the Court hereby sustains plaintiff's motion for summary judgment and overrules defendant's motion for summary judgment as set forth.

BACKGROUND OF CASE

On June 18, 1982, Wal-Mart Stores, Inc., filed suit in this court against Carroll W. Caldwell, in a case styled Wal-Mart Stores, Inc. v. Carroll W. Caldwell, d/b/a Commercial Roof Coatings of Tulsa, Case No. 82-C-639-B. Wal-Mart contended therein that Caldwell had contracted to replace a roof on a Wal-Mart store located in southwest Missouri, that the new roof leaked, causing damage to the store and merchandise in the store,

and that Wal-Mart, after attempting without success to repair the roof, had to have a new roof installed. Wal-Mart contended Caldwell breached his implied obligation to perform in a workmanlike manner, and breached an express warranty that the roof would be leak-free for five years.

At the time the cause of action arose, Caldwell had a liability insurance policy issued by Truck Insurance Exchange. Although the suit was filed in June of 1982, Caldwell did not notify the insurer of the filing of the lawsuit until March 7, 1983, approximately six weeks before trial. By letter dated April 8, 1983, Caldwell formally demanded that the insurer defend him. The case was tried to a jury April 25 and 26, 1983, and the jury returned a verdict in favor of Wal-Mart for a total of \$61,342.62 based upon theories of breach of warranty and failure to perform in a workmanlike manner.

Truck Insurance Exchange makes two arguments in support of its motion for summary judgment: 1) that it is not obligated to provide coverage under the policy because Caldwell failed to give timely notice of the claim, in violation of the policy requirement, and 2) that the insurer is not liable under the policy to pay portions of the damages that were awarded for roof repair work, roof replacement, or an engineer's report.

Defendant Wal-Mart argues in response that plaintiff was not prejudiced by Caldwell's failure to give timely notice and that the insurance policy either clearly covers the entire damage award or is ambiguous in this regard and should be construed against the insurer.

EFFECT OF LATE NOTICE

The insurance policy issued to Caldwell contains the following notice requirement:

"III. Notice

132 In the event of an accident, occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable and, in case of theft, the insured shall promptly notify the police.

If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative."
(Emphasis added)

The insurance company argues since Caldwell did not comply with the notice provision, it is not obligated to cover the loss. However, under Oklahoma law, an insurer must show it has actually been prejudiced by late notice in order to avoid liability under the notice provision of a policy. Continental Casualty Co. v. Beaty, 455 P.2d 684 (Okla. 1969); Fox v. National Savings Insurance Co., 424 P.2d 19 (Okla. 1967).

Plaintiff has submitted affidavits from Henry Hardaway, a claims representative for Truck Insurance Exchange, and Scott Knowles, the attorney hired by the insurer to defend the suit against Caldwell once notice was received. The affiants state

that late notice made it impossible for them to properly prepare for trial of the case.

The Court has reviewed the record of the earlier case and concludes the insurer has not shown it was substantially prejudiced by Caldwell's failure to comply with the notice provision. The evidence shows Caldwell notified the insurer of the lawsuit March 7, 1983, approximately six weeks before trial commenced, and formally demanded that the insurer defend him on April 8, 1983. Trial began April 25, 1983. Although a motion for continuance filed by Scott Knowles on behalf of the insurer was denied, Caldwell was ably and conscientiously represented by his own attorney, Paul McTighe, with Knowles sitting at counsel table through the trial. Therefore, the Court rejects plaintiff's argument that Caldwell's late notice should preclude coverage.

POLICY EXCLUSIONS

Part I, Liability Insurance (B-1) of the insurance policy provides the insurer will "... pay all damages which the insured becomes legally obligated to pay because of ... damage to property, except that arising out of the ownership, maintenance or use of any automobile, caused by an occurrence to which this insurance applies."

Excluded from coverage under B-1 of the insurance policy are:

"25(19) property damage to the named insured's products arising out of such products or any part of such products;

26(20) property damage to work performed by or on behalf of the named insured arising out of work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith."

The jury in the original case returned a verdict for Wal-Mart and against Caldwell, with damages assessed as follows:

Roof repair work	--	\$16,197.66
Roof replacement	--	\$37,977.00
Engineer's report	--	\$ 2,668.00
Mopping	--	\$ 2,000.00
Damaged merchandise	--	\$ 2,000.00
Ceiling tile	--	<u>\$ 500.00</u>
TOTAL		\$61,342.66

Plaintiff contends that damages for roof repair work, roof replacement and the engineer's report are excluded under 25(19) and 26(20) of the insurance contract. Defendants, however, contend that under the language of exclusion 9(3), all damages are clearly covered by the policy. Alternatively, defendants argue the exclusions--25(19), 26(20) and 9(3)--create an ambiguity in the policy, which should be construed in favor of the insured. Exclusion 9(3) provides:

"This policy does not apply ... to liability assumed by the insured under any contract or agreement, except that said coverages shall apply to liability assumed by the insured under an incidental contract, provided that no contractual assumption of liability shall enlarge the scope of this policy; but this exclusion does not apply to warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner." (Emphasis added)

Wal-Mart and Caldwell contend that since the underlying lawsuit was based on alleged failure to perform in a workmanlike manner and breach of warranty, the entire damage award is clearly covered under B-1, as provided in Exclusion 9(3). Alternatively, they argue 9(3) directly conflicts with Exclusions 25(19) and 26(20), in that 9(3) provides for coverage of damages arising from any breach of warranty or failure to perform in a workmanlike manner, whereas the other two provisions exclude coverage of damage to the insured's products arising out of such products or damage to work performed by the insured, arising out of the work.

Wal-Mart correctly points out that exclusion clauses in a policy must be strictly construed against the insurer. Timmons v. Royal Globe Ins. Co., 653 P.2d 907 (Okla. 1982); Continental Oil Co. v. National Fire Ins. Co. of Connecticut, 541 P.2d 1315 (Okla. 1975). And where a policy contains ambiguities, it should be interpreted favorably to the insured. Wilson v. Travelers Ins. Co., 605 P.2d 1327 (Okla. 1980); Lester v. Sparks, 583 P.2d 1097 (Okla. 1978). However, the Court cannot resolve ambiguity where none exists, and an unambiguous insurance contract, like any other contract, should be enforced as written. Young v. Fidelity Union Life Insurance Co., 597 F.2d 705 (10th Cir. 1979).

Under Oklahoma law, "a contract must be so interpreted as to give effect to the mutual intention of the parties, as it existed at the time of contracting, so far as the same is ascertainable and lawful." 15 Okl.St. Ann. §152. In construing an insurance

contract, each provision should be given effect, if reasonably possible. National Aviation Underwriters, Inc. v. Altus Flying Service, 555 F.2d 778 (10th Cir. 1977). The whole of the instrument is to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other. Board of Regents of Oklahoma Colleges v. Walter Nashert and Sons, Inc., 456 P.2d 524 (Okla. 1969).

Here, by interpreting the exclusions in light of the intended coverage of the policy, their meaning becomes apparent. Coverage under B-1 is limited to property damage. Thus, property damage arising from a breach of warranty or failure to perform in a workmanlike manner, is covered as provided by 9(3). However, under 25(19) and 26(20), property damage to the named insured's products arising out of the products or damage to work performed by the insured arising from the work, is excluded from coverage.

Applying these provisions, the damage awards for damage to ceiling tile, damaged merchandise, and floor mopping, would all be covered under B-1 and 9(3) as property damage arising from Caldwell's breach of warranty and failure to perform in a workmanlike manner. The damage awards for repair and replacement of the roof and the engineer's report, however, would be excluded under 25(19) and 26(20) as property damage to Caldwell's furnished products or work, arising from his work.¹

¹ Any part of the engineer report related to building property damage, apart from roof repair and replacement, would likewise be covered, but this does not appear to be the case herein as no such breakout was made.

Rule 56 of the Federal Rules of Civil Procedure provides summary judgment is appropriate where no issue of genuine fact remains and the moving party is entitled to judgment as a matter of law. Bruce v. Martin-Marietta, 544 F.2d 442, 445 (10th Cir. 1976).

The Court concludes there is no material issue of fact remaining and plaintiff insurer is entitled to judgment that it is only liable for payment of the damages for ceiling tile, floor mopping and damaged merchandise.

Defendant's motion for summary judgment is overruled to the extent that it asserts coverage for the full amount of the loss. Plaintiff's motion for summary judgment is sustained as set forth herein.

ENTERED this 5th day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

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

FILED
APR 5 1985
Jack C. Smith, Clerk
U. S. DISTRICT COURT

VULCAN ENERGY CORPORATION,)
)
 Plaintiff,)
)
 vs.)
)
 READD SUPPLY COMPANY, a Texas)
 corporation; MARWIL, d/b/a)
 CAL-METAL, a California)
 partnership; TECRIM CORPORATION;)
 MILLSTEEL; DURHAM INDUSTRIES,)
 INC.; and RUTLAND, LTD.,)
)
 Defendants.)

No. 83-C-627-B

ORDER OF DISMISSAL WITH PREJUDICE

This matter comes on for hearing on this 5 day of April, 1985, upon the Application of the plaintiff for a dismissal with prejudice. The Court, being advised in the premises, finds that the parties have reached a settlement agreement after a verdict by a jury in this case whereby all the claims have been extinguished against all defendants. The Court therefore finds that the Application for the Order of Dismissal With Prejudice should be sustained and the case of plaintiff, Vulcan Energy Corporation, is ordered dismissed with prejudice to refiling of same.

S/ THOMAS R. BRETT

U.S. DISTRICT JUDGE

Entered

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

FILE

APR 5 1985

Jack U. ...
U. S. DISTRICT COURT

TRUCK INSURANCE EXCHANGE,)
TRUCK UNDERWRITER'S ASSOCIATED,)
)
Plaintiff,)

v.)

No. 83-C-820-B

)
WAL-MART STORES, INC., and)
CARROLL W. CALDWELL, d/b/a)
COMMERCIAL ROOF COATINGS OF)
TULSA,)
)
Defendants.)

J U D G M E N T

In keeping with the Order of the Court entered this date, Judgment is hereby entered in favor of Carroll W. Caldwell, d/b/a Commercial Roof Coatings of Tulsa, for and on behalf of Wal-Mart Stores, Inc., and against Truck Insurance Exchange, Truck Underwriter's Associated, in the total amount of \$4,500.00 (mopping \$2,000, damaged merchandise \$2,000.00 and ceiling tile, \$500), plus interest from the date of judgment at the rate of 10.08%. The parties are to bear their own costs.

DATED this 5 day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

Entered
FILED

APR 5 1985

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

JUAN A. OROPEZA,

Plaintiff,

V.

CHANDLER MATERIALS COMPANY,

Defendant.

)
)
)
)
)
)
)

No. 84-C-964-B

ORDER

Now on this 5th day of April, 1985, upon the oral Motion of Plaintiff, by and through his Attorney, LOUIS C. PAPPAS, the above titled action is hereby dismissed with prejudice.

By _____

THOMAS R. BRETT
JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE
NORTHERN DISTRICT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Filed 4-5-85

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
JERRY D. KIRTLEY,)
)
Defendant.)

CIVIL ACTION NO. 85-C-171-E

DEFAULT JUDGMENT

This matter comes on for consideration this 5 day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendant, Jerry D. Kirtley, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Jerry D. Kirtley, acknowledged receipt of Summons and Complaint on February 27, 1985. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Jerry D. Kirtley, for the principal sum of \$1,161.74, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 10, 1983, and \$.68 per month from January 1, 1984, until judgment, plus interest thereafter at the current legal rate of 10.08 %

percent from date of judgment until paid, plus costs of this
action.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APR 19 1985

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	
)	
LARRY D. SHADE,)	
)	
Defendant.)	CIVIL ACTION NO. 84-C-197-E

JACK V. STEEL, CLERK
U.S. DISTRICT COURT

ORDER SETTING ASIDE DEFAULT JUDGMENT

This matter comes on for consideration this _____ day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Larry D. Shade, appearing not.

The Court being fully advised and having examined the file herein finds that for good reason shown, the Plaintiff's Motion to Set Aside Default Judgment should be granted; and that the Plaintiff's Complaint should be dismissed without prejudice.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Default Judgment entered herein on April 17, 1984, be, and the same is declared void and is set aside from the date of original entry; and that the Complaint is dismissed without prejudice.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered
FILED
APR 5 1985
Jack C. Taylor Clerk
U. S. DISTRICT COURT

O.B.A. NO. 002432
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

GREENWOOD EXPLORATIONS, LTD.,)
)
 Plaintiff,)
)
 vs.)
)
 MERIT GAS AND OIL CORPORATION,)
 INC.; BENMOR INTERNATIONAL, INC.;)
 and SAM MOR, a/k/a SAM MERIT,)
 a/k/a SAM MOALEN, an Individual,)
)
 Defendants.)

Case No. 83-C-1068B

JOURNAL ENTRY OF JUDGMENT ON DECISION BY THE COURT

THIS action came on for trial before the Court, Hon. Thomas Brett, District Judge, presiding, and the issues having been duly tried, and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiff, GREENWOOD EXPLORATIONS, LTD., recover of the Defendants, and each of them, the sum of ELEVEN MILLION ONE HUNDRED EIGHTY-ONE THOUSAND and NO/100 (\$11,181,000.00) DOLLARS, with interest thereon at the rate of 10.08% per annum as provided by law, and its costs of the action.

DATED at Tulsa, Oklahoma, this 5 day of April, 1985.

S/ THOMAS R. BRETT

~~Clerk of the Court~~
U.S.D.J

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

APR -5 1985

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

LLOYD D. COOK,

Plaintiff,

vs.

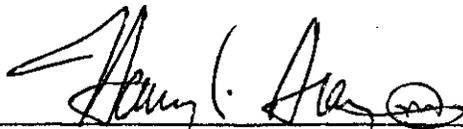
No. 84-C-915 E

THE MONARCH INSURANCE CO. OF
OHIO, a foreign insurance
corporation; CRUMP AVIATION
UNDERWRITERS, a foreign corp-
oration; and AVIATION ASSUR-
ANCE AGENCY BY GALBRAITH AND
DICKENS, INC., an Oklahoma
corporation; SUSAN WILSON;
and J.B. CLANTON,

Defendants.

Notice of
DISMISSAL WITHOUT PREJUDICE
OF COUNTERCLAIM BY CRUMP AVIATION UNDERWRITERS

COMES NOW Defendant Crump Aviation Underwriters, and dis-
misses its Counterclaim herein against Plaintiff Lloyd D. Cook
without prejudice to its right to renew the same.



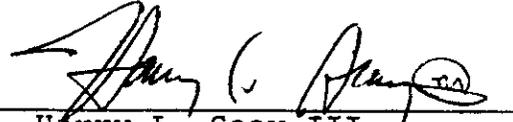
Harry L. Seay III
320 S. Boston Bldg., Suite 714
Tulsa, Oklahoma 74103
(918) 584-5523

ATTORNEY FOR CRUMP AVIATION
UNDERWRITERS

CERTIFICATE OF MAILING

I hereby certify that on the 5th ^{April} day of 1985, I mailed a
copy of the above and foregoing to Plaintiff in care of his
counsel, Kevin A. Schoepfel, Schoepfel, McAtee & Elsea, 124 East

Fourth St., Suite 310, Tulsa, OK 74103, to Defendant J.B. Clanton in care of his counsel, Alfred Knight, 233 W. 11th St., Tulsa, Oklahoma 74119, and to Defendants Aviation Assurance Agency By Galbraith and Dickens, Inc., and Susan Wilson in care of their attorney, Walter D. Haskins, 507 S. Main, Suite 300, Oil Capital Bldg., Tulsa, Oklahoma 74103, via the United States mails, postage prepaid.



Harry L. Seay III

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

JAMES C. MAYOZA,
JAMES C. MAYOZA, INC.,
DEFINED PENSION PLAN TRUST, and
PENSION FUND ROLLOVER TRUST,

Plaintiffs,

vs.

HEINOLD COMMODITIES, INC.,
LEO CROLEY, and
JAMES CROLEY,

Defendants.

FILED

APR 4 1985 *hw*

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

No. 84-C-941-E CV ✓

O R D E R

Before the Court for consideration is the motion of the defendants to dismiss or, in the alternative, to transfer pursuant to 28 U.S.C. §1406(a). For the reasons set forth below, the Court hereby sustains defendants' motion to transfer this action to the United States District Court for the Northern District of Illinois.

This is an action for alleged violations of the Commodities Futures Act, 7 U.S.C. §6(b); statutory deceit, 76 O.S. §§2, 3; Oklahoma Securities Act, 71 O.S. §§1 et al.; and breach of contract. Defendants Leo Croley and James Croley are brokers of Heinold Commodities, Inc., a brokerage agency. The defendants invested funds of the plaintiffs pursuant to a written agreement.

Plaintiff Mayoza accuses defendants of "churning" the accounts and of fraudulent misrepresentation.

Mayoza signed three sets of identical agreements on behalf of each of the plaintiffs. Each set of agreements contained a separate and distinct paragraph designated "Consent to Jurisdiction". Two of the three such paragraphs were signed by Mayoza in which he consented to jurisdiction in the State of Illinois.

It is well settled law that parties to a contract may agree in advance to submit to the jurisdiction of a given court, National Equipment Rentals, Ltd. v. Szukhent, 375 U.S. 311 (1964). Consent clauses are prima facie valid and should be enforced unless enforcement is shown by the resisting party to be "unreasonable" under the circumstances, Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 10 (1971). The resisting party bears a heavy burden of proof that the agreed forum is unreasonable, supra. The plaintiff has not met this burden.

There is not sufficient evidence that the agreement is the result of overreaching. The Consent to Jurisdiction is plainly set apart from the body of the agreement, captioned with bold-faced letters, and required a separate signature. Plaintiff had the option to refuse to sign it and, in fact, he elected to refuse to sign the paragraph in the first agreement. Plaintiff also had the option to select a different brokerage agency which did not include a forum selection clause in its contract.

The plaintiff is an educated person possessing post-graduate degrees. He was sufficiently cognizant of the consequence of the consent paragraph to question and refuse to sign it in the first

agreement. His subsequent willingness to sign the same consent in two subsequent agreements is indicative of his consent. Plaintiff has not presented persuasive evidence to support his allegation of fraud or misrepresentation regarding the consent clauses in the two subsequent agreements.

Plaintiff contends that enforcement of his agreements to litigate in Illinois will work great hardship and inconvenience on him in that he is a surgeon and his profession limits his travel, and because his witnesses reside in Oklahoma. Defendants respond that they are faced with hardship and inconvenience to litigate in Oklahoma. Plaintiff's alleged hardship does not greatly outweigh those of the defendants, nor would the hardships for all practical purposes deprive plaintiff of his day in court, Bremen v. Zapata Off-Shore Co., supra.

Additionally, the principle of judicial economics dictates that the three agreements be tried together in one forum, rather than severing plaintiff's causes of action.

Accordingly, it is the Order of the Court that the motion of the defendants to transfer is hereby sustained. The Court denies the motion to dismiss.

IT IS SO ORDERED this 4th day of April, 1985.


H. DALE COOK
Chief Judge, U. S. District Court

100-4-1005

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CLERK OF DISTRICT COURT

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	
)	
JAMES A. ROBERTS,)	
)	
Defendant.)	CIVIL ACTION NO. 85-C-127-C

AGREED JUDGMENT

This matter comes on for consideration this 4 day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, James A. Roberts, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, James A. Roberts, acknowledged receipt of Summons and Complaint on March 1, 1985. The Defendant has not filed his Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount alleged in the Complaint and that judgment may accordingly be entered against him in the amount of \$13,101.06, plus accrued interest of \$106.98 as of October 31, 1983, plus interest thereafter at the rate of 4 percent per annum until paid, plus costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, James A. Roberts, in the amount of \$13,101.06, plus accrued interest of \$106.98 as of October 31, 1983, plus interest thereafter at the rate of 4 percent per annum until paid, plus costs of this action.

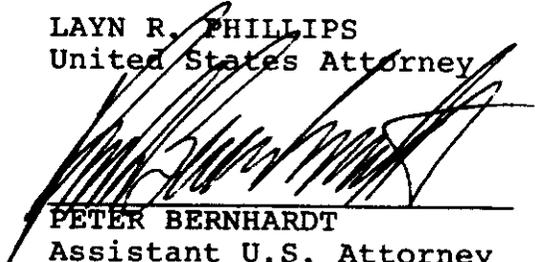
(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney



PETER BERNHARDT
Assistant U.S. Attorney

James A. Roberts
JAMES A. ROBERTS

7

A.

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

FILED
APR 4 1985

RAMONA B. HOPPER,)
)
 Plaintiff,)
)
 vs.)
)
 E. W. BURROWS d/b/ BURROWS)
 BROTHERS CONSTRUCTION COMPANY,)
)
 Defendant, Third-Party)
 Plaintiff,)
)
 MARK EDWIN MORSE and HOPPER)
 UTILITY, INC.,)
)
 Third-Party Defendants.)

Case No.: 84-C-454-C

ORDER OF DISMISSAL

ON This 4 day of April, 1985, 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.

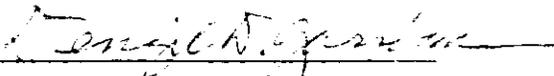
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against the defendant, Third-Party Plaintiff, be and the same hereby is dismissed with prejudice to any future action.

(Signed) H. Dale Cook

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

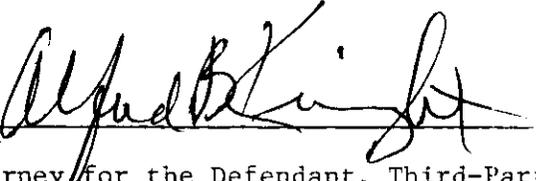
APPROVALS:

DENZIL D. GARRISON,



Attorney for the Plaintiff,

ALFRED B. KNIGHT,



Attorney for the Defendant, Third-Party
Plaintiff.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APR 11 1985
APR -4 1985

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
RICHARD LEON TEEMAN and)
MARY LOU TEEMAN, et al.,)
)
Defendants.)

CLERK OF DISTRICT COURT

No. 82-C-705-C

ADMINISTRATIVE CLOSING ORDER

The Defendants, Richard Leon Teeman and Mary Lou Teeman, having filed their petition in bankruptcy and these proceedings being stayed thereby, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

IF, within ninety (90) days of a final adjudication of the bankruptcy proceedings, the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 4 day of April 1985.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

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

FILED

APR -3 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

HALLIBURTON COMPANY,)
)
 Plaintiff,)
)
 vs.) No. 84-C-838-C
)
 PETROLEUM SERVICE COMPANY,)
 and DAN M. HAWES,)
)
 Defendants.)

O R D E R

Now before the Court for its consideration is the motion of the plaintiff, Halliburton Company, to strike the demand for jury trial. Plaintiff asserts the issues of the case are of an equitable nature, and therefore no right to a jury trial is afforded.

The Court has only a skeletal outlay of the facts involved in this litigation. Plaintiff supplied labor and materials to defendant Petroleum Service Company and was due \$22,809.59 as of May 25, 1982. Defendant Hawes, President of Petroleum Service Company, withdrew \$30,000.00 from the corporate account on January 14, 1983. Plaintiff brought suit on the open account on December 12, 1983 in Halliburton Co. v. Petroleum Service Co., No. 83-C-1019-E. Judgment was entered against defendant on February 21, 1984 in the amount of \$22,809.59 plus interest due and accruing. An asset hearing was held before the magistrate.

Thereafter plaintiff brought the present action on October 10, 1984 alleging the January 14, 1983 withdrawal was an illegal transfer of money from Petroleum Service to Hawes with the intent to defraud its creditor, Halliburton Corp., of the monies owing on its open account. Defendants answered denying fraud and asserting the funds were mistakenly transferred into the corporate account rather than the personal account of Hawes. In the prayer for relief, plaintiff requests the Court to set aside the alleged fraudulent conveyance and grant a money judgment against both defendants in the sum of \$28,662.37.

Plaintiff asserts the complaint presents an equitable action and the Court should proceed with a nonjury trial. Defendants respond that the resolution of the disputed issues in favor of plaintiff would result in a money judgment against the defendants and therefore the case presents an action at law giving rise to the right to a trial by jury.

The primary remedy in an action for fraudulent conveyance is a declaration that the illegal conveyance is void as to the rights of the judgment creditor. Miller v. Kaiser, 433 P.2d 772, 775 (Colo. 1967). The remedy sought is to return the real or personal property fraudulently conveyed to its prior status of ownership thereby allowing a judgment creditor to reach the asset, and aid him in the collection of his judgment debt. Id. at 777. In the stereotype fraudulent conveyance case, the Court applies certain principles of an equitable nature to the facts of the case before making a determination as to the requested relief. Id. at 774. Often an accounting is required to trace

the subject res, and a determination is made that the conveyance is null and void. Id. The subject litigation does not involve a specific res of tangible real or personal property. Rather the alleged illegal conveyance was a transfer of money. Payments or transfers of money come within the purview of fraudulent conveyances under Oklahoma law, 24 O.S. §101, the Uniform Fraudulent Conveyance Act. However, the action is not of an equitable nature for return of property; rather it is an action at law seeking monetary relief.

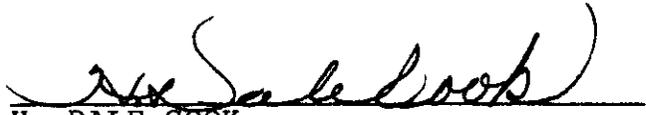
It has been held improper to award a money judgment against the judgment debtor where the creditor already has a judgment against him for the debt. Miller v. Kaiser, supra at 775. The Court finds sua sponte, the plaintiff has failed to state a cause of action for which relief can be granted against defendant Petroleum Service Company and grants dismissal of Petroleum Service Company from the subject action.

The Court next considers the propriety of an action against the alleged fraudulent transferee Dan Hawes. The general rule is although a fraudulent transferee is not liable to a personal judgment in favor of the creditor as long as the property remains in his possession, nevertheless, if he disposes of the property or has placed it beyond the reach of the creditor, the transferee can be held liable, although only to the extent of the value of the property subject to the claim. The plaintiff will not be allowed a double recovery. If it is shown the conveyance was fraudulent, plaintiff can look to the transferee to satisfy its claim rather than the transferor. Jones v. Sindel, 235 S.E.2d

486 (Ga. 1977). "The creditor thus may seek to set aside the fraudulent conveyance or seek damages if the transferee has sold or depreciated the value of the property." Jones v. Spindel, supra at 489. Since defendant Hawes has disposed of the money, the relief sought is for damages cognizant in an action at law. Further, a jury trial cannot be defeated even if an accounting of funds is necessitated, unless the accounting is of such a complicated nature that only a court of equity could unravel it. Dairy Queen v. Wood, 369 U.S. 469, 478 (1962). As long as plaintiff has an adequate remedy at law, equity is limited in its scope. Within the federal judicial system there is a presumption in favor of the party's right to a trial by jury. Beacon Theatres, Inc. v. Webster, 359 U.S. 469 (1958).

Accordingly, it is the Order of this Court that plaintiff's motion to strike the demand for jury is overruled. The action will proceed as a jury trial against the defendant Dan Hawes.

IT IS SO ORDERED this 3rd day of April, 1985.


H. DALE COOK
Chief Judge, U. S. District Court

Entered

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA **APR 3 1985**

**Jack O. Silver, Clerk
U. S. DISTRICT COURT**

JAMES K. SLUSSER,)
)
 Plaintiff,)
)
-vs-)
)
 PRUDENTIAL-BACHE SECURITIES,)
 INC.,)
)
 Defendant,)
)
 and)
)
 MARK A. BREWER,)
)
 Third-Party Defendant.)

Case No. 83-C-927-E

ORDER OF DISMISSAL WITH PREJUDICE

Upon the application of the Defendant Prudential-Bache Securities, Inc., for the entry of an order of dismissal of its third-party action against Mark A. Brewer with prejudice, and for good cause shown therein, it is hereby,

ORDERED that the third-party complaint of Prudential-Bache Securities, Inc. is hereby dismissed with prejudice to the refiling thereof against Third-Party Defendant Mark A. Brewer.

Dated this 2nd day of April, 1985.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

Entered

FILED

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

APR 3 1985

JAMES K. SLUSSER,
Plaintiff,

-vs-

PRUDENTIAL-BACHE SECURITIES,
INC.,

Defendant,

and

MARK A. BREWER,

Third-Party Defendant.

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

Case No. 83-C-927-E

ORDER OF DISMISSAL WITH PREJUDICE

The Court, having received and reviewed the application of Plaintiff for the entry of an order of dismissal with prejudice pursuant to Rule 41(a) of the Fed. R. Civ. Proc., and being fully aware that Plaintiff has settled and compromised all his claims which have been brought or could have been brought in the present action against the Defendant and Third-Party Defendant, and for good cause hereby,

ORDERS that this case be dismissed with prejudice to the filing thereof by Plaintiff.

Dated this second day of April, 1985.

UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APR -3 1985

JAMES O. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RONALD D. RATLIFF,)
)
 Defendant.)

CIVIL ACTION NO. 85-C-211-C ✓

AGREED JUDGMENT

This matter comes on for consideration this 2 day
of April, 1985, the Plaintiff appearing by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney, and the Defendant, Ronald D. Ratliff, appearing pro se.

The Court, being fully advised and having examined the
file herein, finds that the Defendant, Ronald D. Ratliff, was
served with Summons and Complaint. The Defendant has not filed
his Answer but in lieu thereof has agreed that he is indebted to
the Plaintiff in the amount alleged in the Complaint and that
judgment may accordingly be entered against him in the amount of
\$421.65, plus interest at the rate of 15.05 percent per annum and
administrative costs of \$.61 per month from August 11, 1983, and
\$.68 per month from January 1, 1984, until judgment, plus
interest thereafter at the legal rate from the date of judgment
until paid, plus the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Ronald D. Ratliff, in the amount of \$421.65, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 11, 1983, and \$.68 per month from January 1, 1984, until judgment, plus interest thereafter at the current legal rate of 10.08% percent from the date of judgment until paid, plus the costs of this action.


UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney


NANCY NESBITT BLEVINS
Assistant U.S. Attorney


RONALD D. RATLIFF

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APR 3 1985

JAMES D. SANDER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 ANTHONY E. JACKSON,)
)
 Defendant.)

CIVIL ACTION NO. 85-C-4-C

DEFAULT JUDGMENT

This matter comes on for consideration this 2 day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through James E. Pohl, Special Assistant United States Attorney, and the Defendant, Anthony E. Jackson, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Anthony E. Jackson, was served with Summons and Complaint. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendant, Anthony E. Jackson, for the principal sum of \$4,510.00, plus accrued

interest of \$2,639.47 as of November 18, 1984, plus interest on the principal sum of \$4,510.00 at 7 percent from November 18, 1984, until judgment, plus interest thereafter at the current legal rate of 10.08 percent from date of judgment until paid, plus costs of this action.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 PAMELA N. JACK,)
)
 Defendant.)

APR 2 1985

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

CIVIL ACTION NO. 85-C-84-E

DEFAULT JUDGMENT

This matter comes on for consideration this 2nd day of April, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through James E. Pohl, Special Assistant United States Attorney, and the Defendant, Pamela N. Jack, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Pamela N. Jack, acknowledged receipt of Summons and Complaint on February 16, 1985. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment against Defendant, Pamela N. Jack, for the principal sum of \$2,431.43, plus accrued interest

Entered

0800-002
HHP/clr
COLL27

FILED

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

APR 2 1985

CAST PRODUCTS, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 WILL F. DECKER,)
)
 Defendant.)

No. 84-C-657-E

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

JOURNAL ENTRY OF JUDGMENT

The Entry of Default Judgment, having been entered by the United States District Court Clerk for the Northern District of Oklahoma, pursuant to the Plaintiff's Request for Entry of Default Judgment, filed on January 14, 1985, this matter comes before the Court for its approval of this Journal Entry of Judgment. This Court, having reviewed the file herein, finds that the Plaintiff should be granted judgment against the Defendant for the amount requested in the Plaintiff's Complaint, plus interest, attorney's fees and costs.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Plaintiff, CAST PRODUCTS, INC., be granted judgment in its favor against the Defendant, WILL F. DECKER, for the principal sum of \$62,946.44 with interest thereon at the rate of 15% per year from February 15, 1983, an attorney's fee of \$ 1,090.⁰⁰, as provided for in the terms of the installment note, plus all the costs of this action.

Dated this 10 day of March, 1985

S/ JAMES O. ELLISON

JUDGE

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

APR -2 1985

PLEASE RETURN CHECK
TO DISTRICT COURT

COMPRESSOR SYSTEMS, INC.,
Plaintiff,

vs.

RESOURCES INTERNATIONAL, LTD.; GREAT
SOUTHERN ENTERPRISES, INC.; and
KANOKLA ENERGY CORPORATION,
Defendants.

Case No. 84-709-C ✓

O R D E R

Now on this 2 day of April, 1985, this matter comes before this Court upon the plaintiff, Compressor Systems, Inc., and the defendant, Kanokla Energy Corporation, entering into a Stipulation Agreement For Payment. Being fully advised in the premises, the Court finds that the Stipulation Agreement For Payment between the plaintiff and the defendant named herein, is approved by this Court.

IT IS THEREFORE ORDERED, that the Stipulation Agreement For Payment executed on the 1ST day of April, 1985, between the plaintiff, Compressor Systems, Inc., and the defendant, Kanokla Energy Corporation, is approved by this Court.

W. Salebrook
UNITED STATES DISTRICT JUDGE

*April 2, 85.
case is dismissed with prejudice as to all
causes of action.*
W. Salebrook
U.S. District Judge

APPROVED:

EAGLETON, NICHOLSON, JONES,
BLANEY & PRINGLE

By:



Lisa Rabin McKenzie
325 Dean A. McGee Avenue
Post Office Box 657
Oklahoma City, Oklahoma 73101
(405) 235-8445
ATTORNEY FOR DEFENDANT,
KANOKLA ENERGY CORPORATION

By:



Clifton D. Naifeh
Suite 470
401 W. Main Street
Norman, Oklahoma 73069
(405) 329-8031
ATTORNEY FOR PLAINTIFF,
COMPRESSOR SYSTEMS, INC.

BB/sch
3-27-08-85

Entitled

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 CHRIS A. PANCRATZ,)
)
 Defendant.)

APR 2 1985

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

CIVIL ACTION NO. 85-C-79-E

DEFAULT JUDGMENT

This matter comes on for consideration this 2nd day
of ~~March~~ ^{April}, 1985, the Plaintiff appearing by Layn R. Phillips,
United States Attorney for the Northern District of Oklahoma,
through James E. Pohl, Special Assistant United States Attorney,
and the Defendant, Chris A. Pancratz, appearing not.

The Court being fully advised and having examined the
file herein finds that Defendant, Chris A. Pancratz, acknowledged
receipt of Summons and Complaint on February 10, 1985. The time
within which the Defendant could have answered or otherwise moved
as to the Complaint has expired and has not been extended. The
Defendant has not answered or otherwise moved, and default has
been entered by the Clerk of this Court. Plaintiff is entitled
to Judgment as a matter of law.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the
Plaintiff have and recover judgment against Defendant, Chris A.
Pancratz, for the principal sum of \$6,445.90, plus accrued

interest of \$775.68 as of November 18, 1984, plus interest on the principal sum of \$6,445.90 at 7 percent from November 18, 1984, until judgment, plus interest thereafter at the current legal rate of 10.08 percent from date of judgment until paid, plus costs of this action.

~~S/ JAMES C. NELSON~~
UNITED STATES DISTRICT JUDGE

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

DENNIS MINNEY,)
)
 Plaintiff,)
)
 -vs-) No. 83-C-125-E
) and
 ALPINE AMERICAN CORPORATION,) No. 83-C-126-E
 a foreign corporation,) (CONSOLIDATED)
)
 Defendant.)
 YANA MINNEY,)
)
 Plaintiff,)
)
 -vs-)
)
 ALPINE AMERICAN CORPORATION,)
 a foreign corporation,)
)
 Defendant.)

FILED
APR 2 1985
Jack C. Silver, Clerk
U. S. District Court

ORDER OF DISMISSAL

For good cause shown and upon motion of the plaintiffs herein, the above styled and numbered action is hereby dismissed with prejudice toward the bringing of any further action.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:

JACK B. SELLERS LAW ASSOCIATES, INC.



Jefferson D. Sellers
Post Office Box 730
Sapulpa, Oklahoma 74067
405/224-9070
Attorney for Plaintiffs

PIERCE COUCH HENDRICKSON
JOHNSTON & BAYSINGER

Gerald P. Green
P. O. Box 26350
Oklahoma City, Oklahoma 73126
405/235-1611
Attorney for Defendant

Entered

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

FILED

LESLIE V. WILLIAMS and WACHOVIA)
BANK AND TRUST COMPANY OF NORTH)
CAROLINA AT RALEIGH, NORTH)
CAROLINA, EXECUTOR UNDER THE)
LAST WILL AND TESTAMENT OF)
CHRISTY P. WILLIAMS,)

APR 2 1985

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

Plaintiff,)

-vs-)

No. 84-C-286-E

IDLEWILD ASSOCIATES, a Colorado)
general partnership composed)
of JOHN W. ANDERSON and)
DOUGLAS K. SHELTON, partners;)
JOHN W. ANDERSON, individually;)
and DOUGLAS K. SHELTON,)
individually,)

Defendants.)

ORDER OF DISMISSAL

Now on this *2nd* day of *April*, 1985, the Court having considered the Stipulation for Dismissal filed herein, does hereby order that the above styled and numbered cause of action be dismissed as to the Defendant John W. Anderson with prejudice and that it be dismissed against the Defendant Idlewild Associates, a Colorado general partnership, without prejudice.

BY *John W. Anderson*

J U D G E

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

DAVID GOLZAR,)
)
Plaintiff,)
)
v.)
)
SECURITY CONNECTICUT LIFE)
INSURANCE COMPANY,)
)
Defendant and Third)
Party Plaintiff,)
)
and)
)
DOYLE WENDALL BOYD,)
)
Third Party Defendant.)

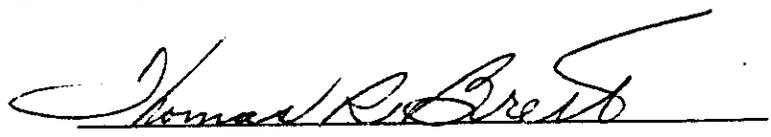
No. 83-C-632-B

APR -1 1985
JAMES H. ... CLERK
U.S. DISTRICT COURT

J U D G M E N T

In keeping with the Court's Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of the defendant, Security Connecticut Life Insurance Company, and against the plaintiff, David Golzar, and in favor of Doyle Wendall Boyd, third party defendant, on the claim of the defendant and third party plaintiff, Security Connecticut Life Insurance Company, with costs to be assessed against the plaintiff, David Golzar.

ENTERED this 1ST day of April, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

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

F I L E D

APR 1 1985

THE CHASE MANHATTAN BANK, N.A.,)
)
Plaintiff,)
)
vs.)
)
TATUM C. SINGLETARY,)
)
Defendant.)

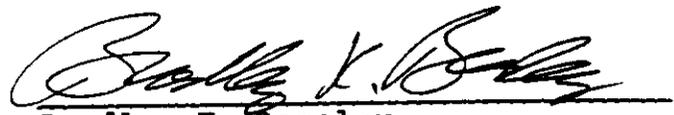
Jack C. Silver, Clerk
U.S. DISTRICT COURT

No. 83-C-658-E

STIPULATION OF DISMISSAL

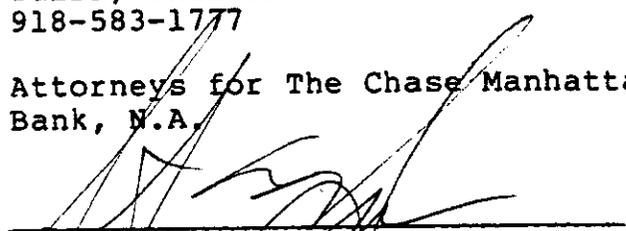
NOW COME Plaintiff The Chase Manhattan Bank, N.A., and Defendant Tatum C. Singletary, by and through their respective counsel, and stipulate to the dismissal of the above civil action, without prejudice.

Dated this 1st day of April, 1985.



Bradley K. Beasley
Of Boesche, McDermott & Eskridge
320 South Boston, Suite 1300
Tulsa, Oklahoma 74103
918-583-1777

Attorneys for The Chase Manhattan Bank, N.A.



Steven M. Harris
1414 South Galveston
Tulsa, Oklahoma 74119

Attorney for Tatum C. Singletary