

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

FILED

AUG 30 1985

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

ARDESHIR KHALEGHI,)
)
 Plaintiff,)
)
 vs.) No. 83-C-711-C
)
 CHURCH'S FRIED CHICKEN,)
)
 Defendant.)

J U D G M E N T

Pursuant to the Findings of Fact and Conclusions of Law filed simultaneously herein, the Court enters judgment in favor of plaintiff Ardeshir Khaleghi and against defendant Church's Fried Chicken.

For the acts of national origin discrimination in employment committed against plaintiff Ardeshir Khaleghi in violation of Title VII and 42 U.S.C. §1981 and breach of contract, defendant Church's is liable to the plaintiff for back pay up to August 30, 1985 in the amount of \$71,684.86 and interest thereon at the legal rate from October 16, 1981 to this date, until paid and for \$1,541.61 per month thereafter until plaintiff is reinstated pursuant to the Court's Findings of Fact and Conclusions of Law, and for \$35,000.00 in compensatory damages for mental anguish.

The defendant Church's is ordered to raise affirmatively the subject of national origin harassment with all employees and to inform all employees that national origin harassment and

discrimination violates Title VII, §1981, the guidelines of the EEOC, and the policy of Church's (if the latter is the case). Church's must establish a plan whereby employees who experience discrimination or harassment, whether the ground of discrimination is race, color, religion, national origin, or sex, may complain immediately and confidentially. An important part of a preventative plan is an effective procedure for investigating, hearing, adjudicating and remedying complaints of harassment and discrimination.

These procedures must guarantee the complainant a prompt and effective investigation, an opportunity for informal adjustment of the discrimination, and if such procedures prove inadequate, a formal evidentiary hearing. These procedures must provide notice to employees, supervisory and non-supervisory, of the consequences of discriminatory behavior. Finally, these procedures must provide for a means of notice to any employee denied relief under these procedures of his or her right to file a civil action in district court.

In addition, Church's, through its supervisors and other agents, must generally develop a plan to prevent national origin harassment and discrimination within all levels of its organization.

The Court hereby orders that the defendant Church's, along with its employees, agents, and all those subject to its control or acting in concert with it are enjoined from causing, encouraging, condoning, or permitting the practice of national origin harassment including any ethnic slurs or other verbal or physical

conduct relating to an individual's national origin, having the purpose or effect of creating an intimidating or hostile or offensive work environment, of unreasonably interfering with the individual's work performance or of otherwise adversely affecting an individual's employment opportunities.

Defendant Church's is further required:

- a. To notify all employees and supervisors in the offices and stores of Church's, through individual letters and permanent posting in prominent locations in all offices that sexual harassment, as explicitly defined in the previous paragraph, violates Title VII of the Civil Rights Act of 1964, and regulatory guidelines of the Equal Employment Opportunity Commission, (and the policies of the Church's) and the consequences of violation of such laws and policies.
- b. To develop clear and effective procedures by which employees complaining of such harassment may have their complaints promptly and thoroughly investigated (by a neutral factfinder) and informal as well as formal processes for hearing, adjudication, and appeal of the complaints.
- c. To develop appropriate sanctions or disciplinary measures for supervisors or other employees who are found to have so harassed employees, including warnings to the offending person and notations in that person's employment record for reference in

the event future complaints are directed against that person, and dismissal where other measures fail.

- d. To develop other appropriate means of instructing all employees of Church's of the harmful nature of such harassment. The proposed plan of education and training for all employees of Church's should also include training in detection, correction, and prevention of discriminatory practices.

Defendant shall file with this Court within ninety days a report describing the remedial actions taken in compliance with this Order, including the additional measures required by paragraphs b, c and d above.

It is further ordered that defendant is permanently enjoined, along with its officials, agents, employees, successors, assigns and all persons in active concert or participation with them, from engaging in any employment practice which discriminates because of national origin.

It is further ordered, that when conditions within the Church's have been improved so as to eliminate the conditions herein described, that defendant Church's immediately assign plaintiff Ardeshir Khaleghi to that job which he would be occupying but for the discriminatory practices of the defendant, and adjust seniority, wages, salaries, bonuses, and benefits of plaintiff to that level which she would be enjoying but for the discriminatory practices of defendant. Defendant Church's is

further ordered to compensate plaintiff for what he would have received but for the discriminatory practices of the defendant.

The plaintiff herein, as the prevailing party, is entitled to the award of a reasonable attorney fee. 42 U.S.C. §2000e-5(k); 42 U.S.C. §1988. Hanrahan v. Hampton, 446 U.S. 754, (1980).

Absent an affidavit from plaintiff's attorneys listing the factors enumerated in Waters v. Wisconsin Steel Works of Internat'l Harvester Co., 502 F.2d 1309, 1322 (7th Cir. 1974), the amount of the attorney fees cannot be determined. See also Love v. Mayor, City of Cheyenne, Wyo., 620 F.2d 235 (10th Cir. 1980); Comancho v. Colorado Electronic Tech. College, 590 F.2d 887 (10th Cir. 1979); State ex rel. Burk v. City of Oklahoma City, 598 P.2d 659 (Okla. 1979).

Plaintiff is hereby granted twenty (20) days within which to submit proper documentation to the Court regarding attorney fees and costs. Defendant is granted ten (10) days thereafter in which to respond.

It is so Ordered this 30th day of aug., 1985.


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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That this Court has jurisdiction over the parties hereto and subject matter hereof pursuant to 28 U.S.C. §1332.

2. That the Motion for Summary Judgment of Plaintiff is sustained and the Counter-Claim of Defendants is dismissed.

3. That judgment is hereby entered against the Defendants, Kirby Ray Cordell and Deborah S. Cordell, and in favor of Plaintiff for possession of the following described personal property, to-wit:

One (1) 1983 Southern Energy Mobile Home, Serial No. 0243-AB.

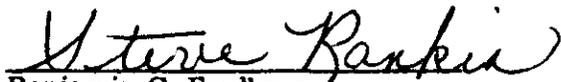
4. That Plaintiff have judgment against the Defendants in the amount of \$50,175.30, plus interest which is accruing at the rate of \$15.31 per day since August 7, 1985, and costs of this action.

5. That after sale proceedings, the amount derived from such sale is to be applied against the judgment against the Defendants in accordance with 12A O.S. §9-504, as amended.

S/ JAMES O. ELLISON

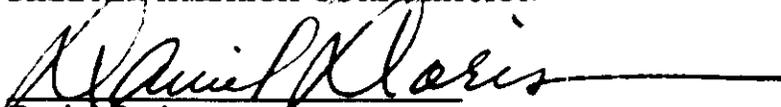
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:



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Steve Rankin
ENGLISH, JONES & FAULKNER
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(918) 582-1564

ATTORNEYS FOR PLAINTIFF
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Tulsa, Oklahoma 74114
(918) 743-2096

ATTORNEY FOR DEFENDANTS
KIRBY RAY CORDELL and DEBORAH S. CORDELL

obtained from him without a sufficient and thorough Miranda warning which violated his right to due process of law under the Fourteenth Amendment to the United States Constitution.

(2) The state elicited evidence of other crimes over the petitioner's objection which denied petitioner due process of law under the Fourteenth Amendment to the United States Constitution.

(3) That the state used an invalid prior criminal conviction as the basis for enhancing petitioner's sentence for a subsequent offense.

In his first complaint, petitioner contends that he was arrested without a warrant on July 13, 1979, and without sufficient probable cause. He further contends that incriminating statements were obtained from him without a thorough Miranda warning of his rights.

Under Oklahoma law, a police officer may make an arrest without a warrant when a felony has been committed and he has reasonable cause for believing the person arrested committed it. 22 O.S. §196(3) (1971). Johnson v. State, 665 P.2d 815 (Okl.Cr. 1982).

Probable or reasonable cause depends upon whether "at the moment the arrest was made ... the facts and circumstances within [the arresting officer's] knowledge and of which they had reasonably trustworthy information were sufficient to warrant a prudent man in believing that the [suspect] had committed or was committing an offense." Adams v. Williams, 407 U.S. 143, 148 (1972). Probable cause exists when police have either direct

knowledge of facts or information from reasonably reliable sources which would warrant a prudent man to believe that the person arrested has committed an offense. U.S. v. James, 496 F.Supp. 284 (W.D.Okl. 1977). Facts, not mere suspicion, are needed to provide probable cause. U.S. v. Church, 581 F.Supp. 260 (W.D.Ark. 1984).

Here, the arresting officer had ample basis for the warrantless arrest. Petitioner had been identified through a photographic lineup as the person who had brought stolen cattle to the Stillwater Cattle Barn. A witness identified the stolen cattle as his and petitioner fit the description of the person who took the cows to Stillwater for sale. In addition, on the night cattle had been stolen, petitioner was stopped by police while driving a truck pulling a cattle trailer. These facts provide sufficient grounds for a prudent person to believe that a felony had been committed for which petitioner was responsible. Therefore, the warrantless arrest of petitioner was lawful.

Petitioner next complains that he was not thoroughly advised of his rights as required by Miranda v. Arizona, 384 U.S. 436 (1966). However, the record reflects that petitioner was given his Miranda warnings.

The Court, therefore, finds petitioner's first grounds for relief without merit.

In his second complaint, petitioner contends that over his objection the state elicited from petitioner evidence of other crimes. Petitioner also contends that the state failed to follow

the guidelines set out in Burks v. State, 594 P.2d 771 (Okla. Cr. 1979) which require the state to furnish defendant with a written statement of other offenses it intends to show at trial. The Court of Criminal Appeals held that the guidelines in Burks were not applicable where the evidence of other crimes is to be brought out on cross-examination rather than in the state's case in chief. The court also found that petitioner failed to preserve the issue for review on appeal by failing to request an admonition to the jury after defendant had testified concerning another incident of stolen cattle.

The Court finds that if there were error in the admission of evidence, such error does not rise to the dignity of a constitutional error. Donnelly v. De Christoforo, 416 U.S. 637 (1974).

Errors committed by the trial court with respect to the admission of evidence can only be reviewed by appeal. Young v. State of Oklahoma, 428 F.Supp. 288, 293 (W.D. 1976); Bond v. State, 546 F.2d 1369, 1377 (10th Cir. 1976).

The Court, therefore, finds petitioner's second ground for relief is without merit.

Finally, the petitioner complains that the state used an invalid prior criminal conviction as the basis for seeking enhanced punishment during the punishment stages of his trial.

On March 18, 1975, petitioner was convicted, upon pleading guilty, of uttering a forged instrument. Petitioner now contends that this conviction is invalid as a predicate for enhanced

punishment for his subsequent offense because the Judgment and Sentence form does not show on its face that he was advised of his right to appeal the conviction or that he was advised that such a conviction could be used against him in another proceeding to enhance punishment. Petitioner relies on Hill v. State, 567 P.2d 516 (Okl.Cr. 1977) where the Oklahoma Court of Criminal Appeals held that a former conviction cannot be used as the basis for enhanced punishment unless it can be shown that the prior conviction was appealed or that the defendant knowingly waived his right to appeal. Hill at 520.

The Hill case essentially re-emphasizes that a conviction must be final before it can serve as the basis for enhanced punishment for a subsequent offense. To be final, the first conviction must have either been appealed or the defendant must have waived his right to appeal. Two questions confront the Court: Was petitioner aware of his right to appeal the conviction for uttering a forged instrument? Did he waive that right?

At an evidentiary hearing July 12, 1984, in the District Court of Osage County, Oklahoma, Mr. George Briggs, the attorney who represented petitioner when he pleaded guilty to the 1975 charge, testified that at that time he "went through all the formalities" with his client and that his client "was advised of his right to appeal."

Petitioner now contends that this evidence was inadmissible because Mr. Briggs apparently was not sworn as a witness before

he gave his testimony. The Court finds this contention meritless. Petitioner makes no claim that Mr. Briggs' testimony was false, only that the oath required by 12 O.S. §2603 was not administered. We thus find the error here to be harmless.

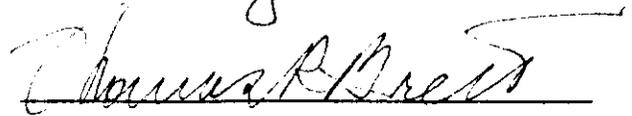
The purpose of the oath is to "awaken [the witness'] conscience and impress his mind" with his duty to testify truthfully. 12 Okl.St. Ann. §2603. In this case, the witness was an officer of the court who, when sworn in to practice law in Oklahoma, swore he would "do no falsehood or consent that any be done in court..." The Court finds that this oath was sufficient to support Mr. Briggs' testimony at the July 12, 1984 evidentiary hearing, and that, in any case, failure to administer an oath to Mr. Briggs at that hearing was harmless error.

Mr. Briggs testified that he advised petitioner in 1975 of his right to appeal after petitioner pleaded guilty to uttering a forged instrument. A defendant waives his right to appeal when he is aware of that right but does not bring an appeal within the statutory period. Bickerstaff v. State, 669 P.2d 778 (Okl. Cr. App. 1983), Hill v. State, 567 P.2d 516 (Okl. Cr. App. 1977), and Whitworth v. State, 450 P.2d 851 (Okl. Cr. App. 1969).

In the instant case, because petitioner was advised of his right to appeal within the six-month statutory period (22 Okl. St. Ann. §1504) his 1975 conviction, but did not bring an appeal within that period, petitioner waived his right to appeal. The Court, therefore, finds petitioner's third ground for relief meritless.

For the foregoing reasons, the petition of John M. Friend
for Writ of Habeas Corpus under 28 U.S.C. §2254 will be denied.

IT IS SO ORDERED this 29 day of Aug, 1985.

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

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

FILED

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

AUG 29 1985

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

GEORGE JONES, an individual,)
)
 Plaintiff,)
)
 v.)
)
 LARRY SCHAEFFER, an individual,)
 LARRY SCHAEFFER d/b/a LITTLE)
 WING PRODUCTIONS and LARRY)
 SCHAEFFER d/b/a LITTLE WING)
 STAGING AND COVER,)
)
 Defendants.)

No. 85-C-61-E

ORDER

The Court has before it the motion by Plaintiff and Defendants to dismiss the above captioned case pursuant to Federal Rule of Civil Procedure 41(a)(2) upon the grounds that the parties entered into a settlement agreement, the terms of which were fully performed on May 31, 1985 and June 1, 1985, releasing and settling all pending litigation in federal and state Courts, and arbitration in the State of New York, as well as releasing each other from any potential legal actions or claims relating or pertaining to past dates by Larry Schaeffer or Little Wing Productiona against George Jones;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above captioned case be dismissed with prejudice pursuant to

Federal Rule of Civil Procedure 41(a)(2), with each party to bear its own expenses and costs of attorneys' fees.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

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

JEFF HELLARD and KATHY HELLARD,)
)
Plaintiffs,)
)
v.)
)
FARMERS INSURANCE COMPANY, INC.,)
a foreign insurance corporation;)
FARMERS INSURANCE EXCHANGE;)
FARMERS GROUP, INC., a foreign)
insurance corporatin; JAMES E.)
HUNTER; and PAT BRENNAN,)
)
Defendants.)

NO. 84-C-980-B ✓

FILED

AUG 29 1985 *ms*

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

O R D E R

This matter comes before the Court on the motion to dismiss of defendants, James E. Hunter ("Hunter") and Pat Brennan ("Brennan") and the motion to remand of plaintiff. For the reasons set forth below, the motion to dismiss is granted and the motion to remand is denied.

Plaintiffs originally instituted this action in the District Court of Creek County, Oklahoma, Drumright Division, alleging that on March 17, 1983 they purchased a dwelling insurance policy from Farmers Insurance Exchange, Farmers Group, Inc. ("Farmers Group") and Farmers Insurance Company, Inc. ("Farmers"), through their agent Hunter. On December 21, 1983 plaintiffs incurred a \$2,000 loss to the dwelling. Thereafter the defendants allegedly

"...wilfully, intentionally, and fraudulently conspired to and in fact, did, deny plaintiffs' claim. As a result of the defendants' denial of coverage and refusal to pay plaintiffs' claim through such extreme and outrageous conduct and the total absence of any good faith on the part of the defendants, plaintiffs were further damaged

financially due to the delay in the sale of the dwelling as well as suffering great mental anguish.

Defendants' intentional tortious breach of contract through such extreme and outrageous conduct demands exemplary damages ... "

Plaintiffs' petition therefore, liberally interpreted, sounds in breach of contract and in tort for breach of the implied covenant of good faith and fair dealing.

As reflected in the petition for removal, defendant Farmers is a Kansas corporation with its principal place of business in Overland Park, Kansas. Defendant Farmers Group is a California insurance corporation with its principal place of business in Overland Park, Kansas. Plaintiffs and defendants Hunter and Brennan are citizens of the State of Oklahoma.

Defendants urge their motion to dismiss alleging fraudulent joinder of defendants Hunter and Brennan solely for the purpose of defeating federal diversity jurisdiction. Plaintiffs argue that Brennan, an employee claims adjuster for defendant Farmers and defendant Hunter, the local agent of Farmers who sold the insurance policy to plaintiffs, are proper defendants in an action for breach of the implied covenant to deal fairly and act in good faith with the insured. The issue before this Court is whether defendant insurance agent Hunter and defendant insurance adjuster Brennan can be held liable under Oklahoma law for a breach of the implied duty to deal fairly and in good faith or on a theory of conspiracy to breach that duty.

In Christian v. American Home Assurance Company, 577 P.2d 899 (Okla. 1977), the Oklahoma Supreme Court approved and adopted the rule that an insurer has an implied duty to deal fairly and act in good faith with its insured and that the violation of the duty gives rise to an action in tort. In a later case, Timmons v. Royal Globe Insurance Co., 653 P.2d 907, 913 (Okla. 1982), the Court held that an individual defendant herein, David Sowards, an agent of Royal Globe who was not a party to the contract,¹ could not be held to have breached the implied covenant:

"Under the precepts announced in Christian, supra, it is argued he cannot be held to breach an implied covenant, determined as a matter of law to attach in every insurance contract, in the event (as here) that he is not a party to the contract.

With such an allegation of error we are constrained to agree. In Christian, supra, this Court analyzed and quoted at length from Gruenberg v. Aetna Ins. Co., 9 Cal.3d 566, 108 Cal. Rptr. 480, 510 P.2d 1032 (1973). Therein this Court termed Gruenberg, supra, to be a "clear analysis" of the implied duty of fair dealing and good faith at p. 904. Gruenberg, supra, itself specifically examined the liability of an agent for damages for violation of the implied covenant of fair dealing and good faith inuring in a contract of insurance:

'Obviously, the non insurer defendants were not parties to the agreement for insurance; therefore, they are not, as such, subject to an implied duty of good faith and fair dealing....'

Later the California Court dealt with this precise issue, Egan v. Mutual of Omaha Ins. Co., 24 Cal.3d 809, 620 P.2d 141, 169 Cal. Rptr. 691

¹ Timmons merely refers to Sowards as Royal Globe's agent. Pp. 912, 913. Though plaintiffs herein attempt to distinguish Timmons factually from the case at bar, contending that Sowards was independently employed by Royal Globe as an insurance investigator, there is no such indication in the opinion. Indeed, a "Mr. Lee" is the only independent investigator referred to in the opinion. Pp. 910, 911.

(1979), holding at 620 P.2d. p. 149, 169 Cal. Rptr. p.699:

'Segal and McEachen acted as Mutual's agents. As such they are not parties to the insurance contract and not subject to the implied covenant. Because the only ground for imposing liability on either Segal or McEachen is breach of that promise, the judgments against them as individuals cannot stand.'

As this jurisdiction has embraced the implied covenant spoken to in Gruenberg, supra, it is clear that the cause will not lie against a stranger to the contract. This is not to say, however, that the acts of the agent may not be material to a determination of the existence of a breach of that duty. Accordingly, we hold the trial court incorrectly denied Soward's demurrer to the amended petition. The error was properly preserved for appellate review, and accordingly, the trial court's ruling on Soward's demurrer to the amended petition is reversed and the demurrer is ordered sustained."

In Gruenberg, supra, the California court held that an independent insurance adjusting firm and a law firm, both retained by defendant Aetna Insurance, were not subject to the implied duty. In Egan, supra, defendant Segal was a claims adjuster for Mutual of Omaha's Los Angeles representative, the Hall-Worthing Agency. Defendant McEachen was a claims manager for the same agency.

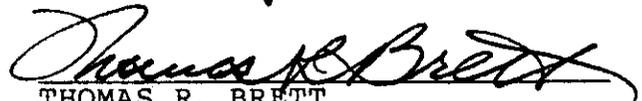
Application of the rule of Gruenberg and Egan, as adopted by the Oklahoma Supreme Court in Timmons, clearly mandates Brennan's dismissal as Brennan stands in approximately the same relationship to the contract as the claims adjuster in Egan, a disclosed agent nonparty to the insurance contract. Brennan was not a party to the contract and therefore must be dismissed.

Hunter's involvement with the contract was somewhat different. The complaint (petition) alleges plaintiffs purchased the policy through corporate defendants' "agent, servant and employee", defendant Hunter. Given the fact that Hunter was not a party to the contract, and in light of the applicable law of Timmons, Gruenberg, and Egan, Hunter is not personally subject to the implied covenant. However, "this is not to say...that the acts of the agent may not be material to a determination of the existence of a breach of that duty." Timmons, 653 P.2d at 913.

Plaintiffs also appear to claim the individual defendants, together with the corporate defendants, conspired to deny plaintiffs' insurance claim. A corporation cannot conspire with two or more of its employees because they are all part of the same corporate person or legal entity; a corporation cannot conspire with itself. Copperweld v. Independence Tube Corporation, ___ U.S. ___, 104 S.Ct. 2731, 81 L.Ed.2d 628 (1984); Joseph E. Seagram & Sons, Inc. v. Hawaiian Oke & Liquors, Ltd., 416 F.2d 71 (9th Cir. 1969), cert. denied 396 U.S. 1062 (1970), reh. denied 397 U.S. 1003 (1970); Pearson v. Youngstown Sheet & Tube Co., 332 F.2d 439 (7th Cir. 1964); Cole v. University of Hartford, 391 F.Supp. 888 (D.Conn. 1975) [42 U.S.C. §1985 action]; Koehring Co. v. National Automatic Tool Co., 257 F.Supp. 282 (S.D.Ind. 1966), aff'd, 385 F.2d 414 (7th Cir. 1967); Johnny Maddox Motor Co. v. Ford Motor Co., 202 F.Supp. 103 (W.D.Tex. 1960) [15 U.S.C. §1 action]. Plaintiffs' allegations of conspiracy do not state a cause of action against individual

defendants Hunter and Brennan, who were not parties to the contract. Plaintiffs have not alleged that Hunter and Brennan were somehow acting outside the scope of their employment and that they had personal stakes in their actions separate and distinct from that of their insurance company employer. As Hunter and Brennan are not proper defendants herein, they must be dismissed from the action, and motion to remand is denied.

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


THOMAS R. BRETT
UNITED STATES DISTRICT COURT

Entered

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

AUG 29 1985
JACK G. SILVER, CLERK
U.S. DISTRICT COURT

E. LIGE JOICE, et al.,)
)
 Plaintiffs,)
)
 -vs-)
)
 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 filed herein by Defendant, DINIA L. BARNS. Said Motion was filed July 23, 1985. Plaintiffs have never responded to the motions. Therefore, under Rule 14(a) of the Local Rules of the Northern District of Oklahoma, the matters urged by Defendant DINIA L. BARNS in the motion are deemed confessed.

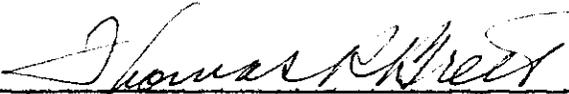
Defendant Dinia L. Barns asserts as a basis for dismissal "failure to state claim upon which relief can be granted". A complaint which fails to state a claim upon which relief can be granted is to be dismissed. Rule 12 (b) (6) of the Federal Rules of Civil Procedure.

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. Defendant DINIA L. BARNS as highest bidder purchased said property at public auction. Plaintiffs seek actual and punitive damages from all Defendants.

Inasmuch as Plaintiffs have not stated any grounds upon which the jurisdiction of the Court can be invoked, nor have Plaintiffs asserted a claim showing they are entitled to relief, Plaintiffs' complaint should be dismissed. Moreover, Plaintiffs' complaint at best is a vague series of confusing statements of a non-existing cause of action, rather than a short, plain statement of the claim as mandated by the courts under Schmidt v. Hermann, 614 F. 2d 1221, 1224 (9th Cir. 1980).

Plaintiffs' complaint fails to set forth the specific factual involvement of the individual Defendants giving rise to the suit. The complaint is vague and fails to set out with any specificity facts in support of its allegations; therefore, Defendant DINIA L. BARNS' motion to dismiss must be sustained.

ENTERED this 29 day of August, 1985.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

STOCKTON OIL & GAS COMPANY, INC.,)
A Colorado Corporation, and)
W. T. SANDERS,)

Plaintiffs,)

vs.)

ROBERT STANLEY MILTENBERGER, JR.,)
and TERRENCE A. SANDERS,)

Defendants,)

vs.)

ODESSA SANDERS,)

Third Party Defendant,)

vs.)

FIRST NATIONAL BANK & TRUST CO.,)
Ponca City, Oklahoma, a National)
Banking Association,)

Intervenor,)

vs.)

THE REMINGTON COMPANY, an)
Arkansas Partnership;)
CIMARRON VALLEY MACHINE, INC.,)
an Oklahoma corporation;)
GOLDSTAR DRILLING COMPANY, a)
Delaware corporation; H & S TANK)
TRUCKS, INC.; DENNIS LEE and)
JAN LEE, husband and wife;)
SERVICE PERFORATORS, an)
Oklahoma corporation; SWINEA)
WELL SERVICE, INC., an Oklahoma)
corporation; and TIGER WELL)
SERVICE, INC., an Oklahoma)
corporation,)

Defendants,)

and)

THOMAS K. SANFORD,)

Third Party Defendant.)

FILED

AUG 29 1985

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

No. 84-C-356-E

JOURNAL ENTRY OF JUDGMENT

ON July 30, 1985, the parties came before the Court, which heard testimony regarding settlement of the above-captioned litigation. After hearing testimony by the Plaintiff, W. T. Sanders, and the arguments of counsel, the Court hereby enters the following findings and orders.

FINDINGS OF THE COURT

On September 4, 1984, a hearing was held at which all parties were present, wherein the Court expressly ordered W. T. Sanders; Stockton Oil & Gas Company, Inc.; Odessa Sanders, a/k/a O. R. Williams, a/k/a Williams #1; Remington Company and such other entities as they have created [hereinafter referred to jointly and severally as the "Stockton-Remington Entities"] to refrain from entering into any conveyances or assignments of any property, real or personal ("Property"), so as to preserve the respective estates of the "Stockton-Remington Entities", pending the outcome of this litigation. The Court further finds that the "Stockton-Remington Entities" had full, complete and actual knowledge of this Court's orders prohibiting the "Stockton-Remington Entities" from conveying or assigning Property (including, without limitation, that certain promissory note and

mortgage granted to Plaintiff, Stockton Oil & Gas Company, Inc. from Ronco Energy Resources, Inc).

In direct violation of this Court's order not to enter into conveyances and assignments, the "Stockton-Remington Entities" voluntarily and willfully entered into certain conveyances, assignments, stipulations, and transfers (the "Conveyances") of oil and gas interests as set forth in Exhibit "A" of this order and incorporated by reference as if fully set forth herein.

Inasmuch as these conveyances and assignments were entered into in direct violation and derogation of this Court's repeated orders, and in contempt of this Court, the Court hereby finds that the "Stockton-Remington Entities" were under a legal disability to enter into said conveyances and assignments and were without the requisite legal authority to enter into these conveyances and assignments, and this Court hereby declares that said Conveyances as set forth in Exhibit "A" are VOID AB INITIO and are to be given no force and effect.

THE COURT HEREBY ORDERS THAT:

The agreement first reached on December 3, 1984, to settle this litigation shall be enforced as follows:

1. A trust account with a federally insured depository financial institution holding trust powers as trustee (the

"Trustee") will be created to serve as a repository and as assignee for all of the oil and gas interests in the State of Oklahoma of the "Stockton-Remington Entities". The "Stockton-Remington Entities" shall assign such oil and gas interests to the Trustee subject to any existing mortgages, security interests, or other valid liens which have attached thereto. Provided, however, the Plaintiffs, W. T. Sanders and Stockton Oil & Gas Company, Inc., (and related entities where applicable) shall be permitted to convey back to Ronco Energy Resources, Inc. that certain promissory note and mortgage as set forth in Exhibit A (attached hereto and made a part hereof by reference), and other interests of the "Stockton-Remington Entities" in leases in Payne County, State of Oklahoma owned and operated by Ronco Energy Resources, Inc. as had been perviously ordered by this Court and in furtherance of the Agreement.

2. For those entities for whom Giant Energy Company has been appointed "Receiver" pursuant to litigation now pending in the District Courts of Creek and Payne Counties, Case Nos. C-85-299 and C-85-356, respectively; the Receiver shall be given a certified copy of this Order and shall fully cooperate to the extent allowed by law with the Defendant Robert S. Miltenberger and Defendant Terrence Sanders in effecting the transfer of legal title to the Trustee.

3. The Trustee shall hold all real and personal property subject to the mortgage liens and security interests held by First National Bank of Ponca City and any other valid and enforceable liens of record.

4. The proceeds from the corpus of said trust attributable to those interests mortgaged to First National Bank of Ponca City will be first paid to First National Bank of Ponca City to satisfy any indebtedness owed to it by the "Stockton-Remington Entities".

5. Should any proceeds remain in excess of those amounts needed to satisfy the indebtedness of First National Bank of Ponca City secured by said mortgage liens and security interests, then said excess proceeds attributable to property encumbered by valid and enforceable lien claims will be paid to said lien claimants.

6. Defendant, Robert S. Miltenberger, Jr., is hereby granted judgment for an amount agreed to be paid to him in the agreement first reached on December 3, 1984, to settle this litigation, being the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), plus interest at the annual rate of Bank of Oklahoma, Tulsa, prime, computed monthly, said interest to accrue from December 3, 1984, until all principal is paid.

7. Defendant, Terrence Sanders, is hereby awarded judgment for an amount agreed to be paid to him in the agreement first reached on December 3, 1984, to settle this litigation, being the sum of Twenty-five Thousand and 00/100 Dollars (\$25,000.00), plus interest at the annual rate of Bank of Oklahoma, Tulsa, prime, computed monthly, said interest to accrue from December 3, 1984, until all principal is paid.

8. The terms of the trust shall be such that, on December 3, 1985, should the \$150,000.00 judgment, plus accrued interest, awarded to Robert Stanley Miltenberger, and \$25,000.00, plus accrued interest, awarded to Terrence A. Sanders not have been paid, then the corpus of said trust shall be liquidated by the Trustee at public or private sale, and the proceeds of unencumbered property paid to Defendants Robert Stanley Miltenberger and Terrence A. Sanders up to the amounts necessary to satisfy the aforesaid sums, respectively.

9. Should any unencumbered proceeds remain in excess of the amounts needed to satisfy the amounts due Robert Stanley Miltenberger and Terrence A. Sanders, then said excess proceeds shall be paid jointly to the "Stockton-Remington Entities" and their attorney, Donald G. Hopkins.

10. Should the Trust, on December 3, 1985, not contain property sufficient to satisfy the amounts due to Robert Stanley Miltenberger and Terrence A. Sanders, then the proceeds of whatever property, within said trust which is available to satisfy the amounts due to Robert S. Miltenberger and Terrence A. Sanders, shall be divided 86% to Robert Stanley Miltenberger and 14% to Terrence A. Sanders.

11. The Court makes findings that "The Stockton-Remington Entities" have failed or refused to comply with the many requests for production of documents sought by Robert S.

Miltenberger and Terrence A. Sanders. Consequently, a full and fair analysis of the financial condition or status of the "The Stockton-Remington Entities" has been impossible to obtain. Accordingly, the Court will retain limited jurisdiction over the subject matter and parties for the purpose of requiring the "Stockton-Remington Entities" to submit to written interrogatories and/or depositions regarding the whereabouts of assets. The parties may apply to the Court for directions at any time and the Court will have supervisory authority over the trust created hereby set forth in Paragraph 3 above.

12. The "Stockton-Remington Entities" are ordered to fully and completely comply with all present discovery requests and any ongoing discovery requests pertaining to location and existence of assets.

13. Any undisclosed or after discovered asset or assets found to exist, whether personal or otherwise, belonging to "The Stockton-Remington Entities" will immediately become the property of the Trustee, to be sold or delivered in kind, and the "Stockton-Remington Entities" are herewith ordered to execute whatever documents are necessary transferring titles of said assets to the Trustee.

SO ORDERED this 28th day of August, 1985.



James O. Ellison
U.S. District Court Judge

JOURNAL ENTRY OF JUDGMENT
APPROVED AS TO FORM AND CONTENT:

Donald G. Hopkins

Donald G. Hopkins, Attorney for
Plaintiffs and Third-Party Defendant
Odessa Sanders

Hal F. Morris

Hal F. Morris, Attorney for
Defendant Robert S. Miltenberger, Jr.

Robert S. Durbin

Robert S. Durbin, Attorney for
Defendant Terrence A. Sanders

D. Benham Kirk, Jr.

D. Benham Kirk, Jr., Attorney
for Intervenor, First National
Bank of Ponca City

ORIGINAL

EXHIBIT "A"

The descriptions contained herein, unless otherwise specified, are located in Creek County, State of Oklahoma, and by this reference said county and state are incorporated in each description herein.

ASSIGNMENTS:

1. Assignor: The Remington Company
Assignee: John L. Fisher
Dated: September 6, 1984
Filed: September 10, 1984
Recorded: Book 171, Page 281
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
2. Assignor: The Remington Company
Assignee: Kelly W. Hill
Dated: September 6, 1984
Filed: September 10, 1984
Recorded: Book 171, Page 282
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
3. Assignor: The Remington Company
Assignee: Keith Daniel Maestri and Shelia A. Maestri, jtws
Dated: September 7, 1984
Filed: September 11, 1984
Recorded: Book 171, Page 420
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
4. Assignor: The Remington Company
Assignee: Irving Silverman, a married man as his sole and separate property
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 948
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
5. Assignor: The Remington Company
Assignee: Black Gold Acidizing/Fracturing Services, Inc.
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 949
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
6. Assignor: The Remington Company
Assignee: W. T. Sanders, Sr.
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 950
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)

7. Assignor: The Remington Company
Assignee: Odessa R. Sanders
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 951
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
8. Assignor: The Remington Company
Assignee: George Eddie and Odessa Eddie, jtwros
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 952
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
Rerecorded: January 8, 1985, Book 179, Page 1081
9. Assignor: The Remington Company
Assignee: W. T. Sanders, Sr. and Odessa R. Sanders, jtwros
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 953
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
10. Assignor: The Remington Company
Assignee: Scott Michael Hoyt
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 954
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
11. Assignor: Stockton Oil/Gas Co., Inc. and The Remington Company
Assignee: E.D.H. Operating Co, Inc.
Dated: October 29, 1984
Filed: October 30, 1984
Recorded: Book 175, Page 69
Description: S/2 SW/4 and NE/4 SW/4 §1-17N-8E (Morrow lease), SW/4 SE/4, NE/4 SE/4 S/2 NE/4 §11-17N-8E (Halford Lease), and SW/4 NW/4 §12-17N-8E (Halford Lease)
12. Assignor: The Remington Company
Assignee: E.D.H. Operating Co., Inc.
Dated: October 29, 1984
Filed: October 30, 1984
Recorded: Book 175, Page 76
Description: S/2 SW/4 and NE/4 SW/4 §1-17N-8E
13. Assignor: The Remington Company
Assignee: W. T. Sanders, Sr. and Odessa R. Sanders, jtwros
Dated: November 13, 1984
Filed: November 13, 1984
Recorded: Book 175, Page 1855
Description: S/2 SW/4 and NE/4 SW/4 §1-17N-8E

14. Assignor: The Remington Company
Assignee: Kelly W. Hill
Dated: December 7, 1984
Filed: December 10, 1984
Recorded: Book 177, Page 1118
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
15. Assignor: The Remington Company
Assignee: John L. Fisher
Dated: December 7, 1984
Filed: December 10, 1984
Recorded: Book 177, Page 1119
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
16. Assignor: The Remington Company and Account No. 622-02722-12-010,
Shearson/American Express
Assignee: Kimberly Gray Hager
Dated: December 11, 1984
Filed: December 12, 1984
Recorded: Book 177, Page 1636
Description: Remington - NE/4 NW/4 SW/4; NW/4 NW/4 SW/4; and SE/4
NW/4 SW/4; NW/4 SE/4; SW/4 NW/4 SW/4 §1-17N-8E (a/k/a
Morrow #1 Lease)
Remington - NW/4 NW/4 §12-17N-8E excluding NW/4 NW/4
NW/4 (Woody Lease)
Remington - NE/4 §11-17N-8E excluding any wells presently
producing (Halford Lease)
Remington - SE/4 §11-17N-8E excluding any wells presently
producing (Halford Lease)
Remington - SE/4 SE/4 §2-17N-8E excluding the Brock #1
Account No. - SW/4 NE/4 §1-17N-8E (a/k/a Lee Lease)
17. Assignor: W. T. Sanders, Sr.
Assignee: Walter Gray and Associates, Inc.
Dated: December 11, 1984
Filed: December 12, 1984
Recorded: Book 177, Page 1640
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
18. Assignor: W. T. Sanders, Sr. and Odessa R. Sanders, jtwros
Assignee: The Remington Company
Dated: December 11, 1984
Filed: December 20, 1984
Recorded: Book 178, Page 889
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
19. Assignor: Williams #1, Acct. #226-3173, Herget National Bank
Assignee: Gallatin Oil & Gas, Inc.
Dated: February 12, 1985
Filed: February 13, 1985
Recorded: Book 187, Page 1726
Description: NW/4 SE/4 and NE/4 SW/4 and W/2 SW/4 and SE/4 SW/4 §1-
17N-8E (Lee #4)

20. Assignor: W. T. Sanders, Sr. and Odessa R. Sanders, jtwros
Assignee: The Remington Company
Dated: March 25, 1985
Filed: March 25, 1985
Recorded: Book 184, Page 225
Description: NE/4 SW/4 NE/4 §1-17N-8E (Lee #4)
21. Assignor: O. R. Williams
Assignee: W. T. Sanders, Sr. and Odessa R. Sanders, jtwros
Dated: October 8, 1984
Filed: October 10, 1984
Recorded: Book 173, Page 947
Description: E/2 §11-17N-8E (Lee #4)
22. Assignor: Stockton Oil/Gas Co., Inc. and The Remington Company
Assignee: E.D.H. Operating Co., Inc.
Dated: October 29, 1984
Filed: October 30, 1984
Recorded: Book 175, Page 69
Description: SW/4 SE/4, NE/4 SE/4, S/2 NE/4 §11-17N-8E (Halford Lease) and SW/4 NW/4 §12-17N-8E (Halford Lease) and S/2 SW/4, NE/4 SW/4 §1-17N-8E (Morrow Lease)
23. Assignor: W. T. Sanders, Sr. and Odessa R. Sanders, husband and wife, and Odessa R. Sanders, an individual
Assignee: E.D.H. Operating Co., Inc.
Dated: October 29, 1984
Filed: October 30, 1984
Recorded: Book 175, Page 70
Description: SE/4 SE/4 SE/4 §11-17N-8E (Halford #1) and NE/4 NE/4 NE/4 §11-17N-8E (Halford #2), and SE/4 NW/4 NE/4 §11-17N-8E (Halford #4)
24. Assignor: W. T. Sanders, Sr. and Odessa R. Sanders, jtwros
Assignee: Gallatin Oil & Gas, Inc.
Dated: February 12, 1985
Filed: February 13, 1985
Recorded: Book 181, Page 1725
Description: E/2 §11-17N-8E
25. Assignor: E.D.H. Operating Company, Inc.
Assignee: Old Line Production Company
Dated: February 13, 1985
Filed: February 19, 1985
Recorded: Book 182, Page 253
Description: All excluding NE/4 SE/4 §11-17N-8E
26. Assignor: E.D.H. Operating Company, Inc.
Assignee: Old Line Production Company
Dated: February 13, 1985
Filed: February 22, 1985
Recorded: Book 182, Page 808
Description: All excluding the NE/4 SE/4 §11-17N-8E

27. Assignor: Stockton Oi/Gas Co., Inc.; The Remington Company; Williams #1; O. R. Williams; and Shearson/American Express Acct #622-02722-12-101

Assignee: E.D.H. Operating Co., Inc.

Dated: October 29, 1984

Filed: October 30, 1984

Recorded: Book 175, Page 73

Description: Stockton, Remington, O. R. Williams - SE/4 SE/4 SE/4 §11-17N-8E (Halford #1)
Stockton, Remington, Williams #1, O. R. Williams - NE/4 NE/4 NE/4 §11-17N-8E (Halford #2)
Stockton - NW/4 NE/4 NE/4 §11-17N-8E (Halford #3)
Stockton, Shearson/American Express - SE/4 NW/4 NE/4 §11-17N-8E (Halford #4)
Stockton - SW/4 NE/4 NE/4 §11-17N-8E (Halford #6)
Stockton - NW/4 NW/4 NW/4 §12-17N-8E (Halford #5)

FARMOUT AGREEMENT:

1. **Grantor:** The Remington Company and Stockton Oil/Gas Co., Inc.
 Grantee: Walter Gray and Associates, Inc.
 Dated: December 11, 1984
 Filed: December 12, 1984
 Recorded: Book 177, Page 1637
 Description: Remington - to a depth of 1600 feet NE/4 NW/4 SW/4, NW/4
 NW/4 SW/4, SE/4 NW/4 SW/4, NW/4 SE/4 §1-17N-8E
 Remington - N/2 NE/4, NW/4 SE/4, SE/4 SE/4 §11-17N-8E
 Stockton - SE/4 SE/4 §2-17N-8E

STIPULATIONS OF INTEREST:

1. By and Among: Darlene Hoyt, The Remington Company, and John A. Bryant
Dated: March 10, 1985
Filed: March 22, 1985
Recorded: Book 184, Page 89
Description: SE/4 SE/4 SE/4 §11-17N-8E (Halford #1)
Purpose: To correct the assignment from The Remington Company to Darlene Hoyt dated January 19, 1983, recorded January 19, 1983, in Book 129, Page 2024 and the assignment from Darlene Hoyt to John A. Bryant dated January 24, 1983, recorded April 14, 1983, in Book 134, Page 1964 from working interests to "carried working interests. Further to stipulate that said carried working interests are granted to Darlene Hoyt and John A. Bryant, respectively, for various supplies and services provided unto The Remington Company, and to further stipulate that neither Darlene Hoyt nor John A. Bryant shall be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.

2. By and Among: Darlene Hoyt, The Remington Company and John A. Bryant
Dated: March 10, 1985
Filed: March 22, 1985
Recorded: Book 184, Page 92
Description: NE/4 NE/4 NE/4 §11-17N-8E (Halford #2)
Purpose: To correct the assignment from The Remington Company to Darlene Hoyt dated January 19, 1983, recorded January 19, 1983, in Book 129, Page 2025 and the assignment from Darlene Hoyt to John A. Bryant dated January 24, 1983, recorded April 14, 1983, in Book 134, Page 1965 from working interests to "carried working interests. Further to stipulate that said carried working interests are granted to Darlene Hoyt and John A. Bryant, respectively, for various supplies and services provided unto The Remington Company, and to further stipulate that neither Darlene Hoyt nor John A. Bryant shall be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.

3. By and Among: Darlene Hoyt, Stockton Oil/Gas Co., Inc. and John A. Bryant
Dated: March 10, 1985
Filed: March 22, 1985
Recorded: Book 184, Page 95
Description: NW/4 NE/4 NE/4 §11-17N-8E (Halford #3)
Purpose: To correct the assignment from Stockton Oil/Gas Co., Inc. to Darlene Hoyt dated April 6, 1983, and the assignment from Darlene Hoyt to John A. Bryant dated April 14, 1983, recorded April 19, 1983, in Book 135, Page 713 from working interests to "carried working interests. Further to stipulate that said carried working interests are granted to Darlene Hoyt and John A. Bryant, respectively, for various supplies and services provided unto Stockton Oil/Gas Co., Inc., and to further stipulate that neither Darlene Hoyt nor John A. Bryant shall be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.
4. By and Among: Darlene Hoyt, Stockton Oil/Gas Co., Inc. and John A. Bryant
Dated: March 10, 1985
Filed: March 22, 1985
Recorded: Book 184, Page 99
Description: SE/4 NW/4 NE/4 §11-17N-8E (Halford #4)
Purpose: To correct the assignment from Stockton Oil/Gas Co., Inc. to Darlene Hoyt dated May 23, 1983, recorded June 2, 1983, in Book 138, Page 800 and the assignment from Darlene Hoyt to John A. Bryant dated May 31, 1983, recorded June 2, 1983, in Book 138, Page 801 from working interests to "carried working interests. Further to stipulate that said carried working interests are granted to Darlene Hoyt and John A. Bryant, respectively, for various supplies and services provided unto Stockton Oil/Gas Co., Inc., and to further stipulate that neither Darlene Hoyt nor John A. Bryant shall be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.
5. By and Among: Darlene Hoyt, Stockton Oil/Gas Co., Inc. and John A. Bryant
Dated: March 10, 1985
Filed: March 22, 1985
Recorded: Book 184, Page 83
Description: SW/4 NE/4 §1-17N-8E
Purpose: To correct the assignment from Stockton Oil/Gas Co., Inc. to Darlene Hoyt dated July 5, 1983, recorded July 7, 1983, in Book 140, Page 1034 and the assignment from Darlene Hoyt to John A. Bryant dated August 15, 1983, recorded August 18, 1983, in Book 143, Page 302 from working interests to "carried working interests. Further to stipulate that said carried working interests are granted to Darlene Hoyt and John A. Bryant, respectively, for various supplies and services provided unto Stockton Oil/Gas Co., Inc., and to further stipulate that neither Darlene Hoyt nor John A. Bryant shall be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.

6. By and Between: Mike Hoyt and Stockton Oil/Gas Co., Inc.
 Dated: March 10, 1985
 Filed: March 22, 1985
 Recorded: Book 184, Page 86
 Description: SW/4 NE/4 §1-17N-8E
 Purpose: To correct the assignment from Stockton Oil/Gas Co., Inc. to Mike Hoyt dated January 24, 1983, recorded February 2, 1983, in Book 155, Page 989 from working interest to "carried working interest. Further to stipulate that said carried working interest is granted to Mike Hoyt for various supplies and services provided unto Stockton Oil/Gas Co., Inc., and to further stipulate that Mike Hoyt shall not be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.
7. By and Among: Darlene Hoyt, Stockton Oil/Gas Co., Inc. and John A. Bryant
 Dated: March 10, 1985
 Filed: March 22, 1985
 Recorded: Book 184, Page 102
 Description: SW/4 NE/4 §1-17N-8E
 Purpose: To correct the assignment from Stockton Oil/Gas Co., Inc. to Darlene Hoyt dated June 22, 1983, recorded July 7, 1983, in Book 140, Page 985 and the assignment from Darlene Hoyt to John A. Bryant dated July 7, 1983, recorded July 7, 1983, in Book 140, Page 986 from working interests to "carried working interests. Further to stipulate that said carried working interests are granted to Darlene Hoyt and John A. Bryant, respectively, for various supplies and services provided unto Stockton Oil/Gas Co., Inc., and to further stipulate that neither Darlene Hoyt nor John A. Bryant shall be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.
8. By and Among: Darlene Hoyt, The Remington Company and John A. Bryant
 Dated: March 10, 1985
 Filed: March 22, 1985
 Recorded: Book 184, Page 105
 Description: SW/4 NW/4 SW/4 §1-17N-8E (Morrow #1)
 Purpose: To correct the assignment from The Remington Company to Darlene Hoyt dated February 8, 1983, recorded February 8, 1983, in Book 130, Page 2014 and the assignment from Darlene Hoyt to John A. Bryant dated February 22, 1983, recorded April 14, 1983, in Book 134, Page 1969 from working interests to "carried working interests. Further to stipulate that said carried working interests are granted to Darlene Hoyt and John A. Bryant, respectively, for various supplies and services provided unto The Remington Company, and to further stipulate that neither Darlene Hoyt nor John A. Bryant shall be held responsible for any drilling, completing, maintenance, or operating costs incurred in connection with the development of the leasehold estate.

MORTGAGE AND PROMISSORY NOTE:

Any sale, transfer, pledge, hypothecation, assignment or conveyance, whether in whole or in part, and whether actual or attempted, of that certain promissory note and mortgage by and between Ronald D. Evans, an individual, and Ronco Energy Resources, Inc., an Oklahoma corporation, makers and mortgagors, and Stockton Oil/Gas Co., Inc., mortgagee. Said mortgage, with a copy of the promissory note attached thereto, is attached hereto as Exhibit "A-1", said mortgage having been previously filed in the office of the County Clerk of Payne County, Oklahoma, and recorded in Book 603, Pages 1055-1062, inclusive.

MORTGAGE, SE RITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT

EXHIBIT "A-1"
This Space Reserved
For Filing Stamp
BOOK 603 PAGE 2055

KNOW ALL MEN BY THESE PRESENTS:

That, on the 30th day of November, 1982,
Ronald D. Evans, an individual and Ronco Energy
Resources, Inc., an Oklahoma Corporation,

hereinafter referred to as Mortgagor, whether one or more, have mortgaged, and do hereby, mortgage, grant, bargain, sell and convey unto Stockton Oil & Gas Co., Inc., a Colorado corporation* hereinaft
sometimes called Mortgagee, its successors and assigns, the following described property, to-wit: See Exhibit A att

* and Sat Pal Singh and Nancy Singh, husband and wife as joint tenants

A. All of Mortgagor's right, title and interest now owned or hereafter acquired in the oil, gas and mineral leases and minerals, mineral interests and estates in and under the properties described in Exhibit A attached hereto and made a part hereof, including, but not limiting the foregoing, royalties, overriding royalties and production payments therefrom, and all interest of Mortgagor in all other oil, gas and mineral interests with which any of the aforementioned interests and estates of mortgagor in the properties described in Exhibit A are now or may hereafter be unitized.

B. All of Mortgagor's interest in and to all wells, casing, tubing, rods, flow lines, pipe lines, compressors, tanks, separators, pumps, machinery, tools, equipment, oil in storage, buildings, structures, supplies, and all other personal property and fixtures now or hereafter located upon or used in connection with any of the properties described in Exhibit A or produced therefrom, including, but not limiting the foregoing, all personal property of whatsoever kind used in the production of oil, gas, casinghead gas or other hydrocarbon substances, whether located below or above ground, from any or all of the properties described in Exhibit A or properties unitized therewith, and all production of oil, gas, casinghead gas or other hydrocarbons owned by the mortgagor, either heretofore or hereafter produced from said properties.

C. All of Mortgagor's interest in, to and under all contracts, operating agreements, rights of way, easements, surface leases, permits, franchises, licenses, pooling or unitization agreements, pooling designations and pooling orders, now hereafter affecting any of the interests now or hereafter covered hereby, or which are useful or appropriate in drilling, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from any of the properties described in Exhibit A or properties unitized therewith.

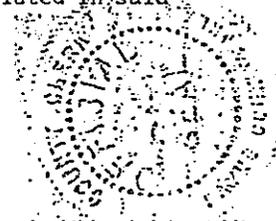
(All of the properties, interests and rights described in Headings A, B and C are hereinafter sometimes referred to as "Mortgaged Properties".)

TO HAVE AND TO HOLD said mortgaged properties unto the Mortgagee, its successors and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances now or hereafter in anywise belonging to or appertaining to the Mortgagor's interest, present or future rights, title, interest or estate, in and to all or any part thereof.

ARTICLE I — SECURED INDEBTEDNESS

1.1 This mortgage is given to secure the following indebtedness, to-wit:

- (a) Promissory Note dated even date, in the amount of Four Hundred Ninety Thousand Dollars (\$490,000.00) subject to the conditions stipulated in said promissory note.



All loans and advances which Mortgagee may hereafter make to Mortgagor, and all other and additional debts, obligations and liabilities of every kind and character of Mortgagor now or hereafter existing in favor of Mortgagee, regardless whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint, several, fixed or contingent and irrespective of the manner in which some may be incurred, and regardless of whether such present or future debts, obligations and liabilities may, prior to their acquisition by Mortgagee, be or have been payable to or be or have been payable in favor of some other person, or have been acquired by Mortgagee in a transaction with one other than Mortgagor, together with any and all renewals and extensions of such loans, advances, debts, obligations and liabilities, or any part thereof, all interest, attorney's fees, and other charges thereof, or incurred in connection therewith.

- (b) All indebtedness incurred or arising pursuant to the provisions of this mortgage;
- (c) All indebtedness, other than that mentioned above, which at any time prior to the final release thereof may be owing to Mortgagee by Mortgagor, whether direct or indirect, primary or secondary, fixed or contingent, and irrespective of the manner in which same may be incurred, it being contemplated by Mortgagee and Mortgagor that Mortgagee may from time to time make additional loans and future advances hereunder, the total of such additional loans and future advances not to exceed the sum of \$ Unlimited. Any additional loan or advance made hereunder may be made without notice to or the consent of anyone bound by this mortgage, other than the person or party to whom the advance or loan is made; but nothing contained herein shall impose upon the Mortgagee the duty or obligation to make any additional loan or advance.
- (d) All Notes given in substitution for the Note(s) described in Paragraph (a) above, and all renewals or extensions of any of the indebtedness hereinabove mentioned together with all interest, attorney fees, and other charges thereon or incurred in connection therewith.

1.2 The indebtedness referred to in sub-headings (a), (b), (c) and (d) of Section 1.1 and all renewals and extensions thereof and all substitutions therefor, are sometimes hereinafter referred to as the "Secured Indebtedness".

ARTICLE II — REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Mortgagor represents, warrants and covenants as follows:

- (a) That Mortgagor is the lawful owner of the mortgaged properties, and has good right and lawful authority to sell, transfer and mortgage the same, and that said property is free and clear of all liens and encumbrances of whatever kind, except as set forth in Exhibit A.
- (b) That immediately prior to the execution of this Indenture, Mortgagor was entitled to receive all proceeds for past and future production of oil, gas, casinghead gas and other hydrocarbons attributable to the interests covered by this mortgage.
- (c) That all oil, gas and mineral leases, and oil and gas leasehold estates covered by this mortgage are valid and in full force and effect; and that all rents and royalties due and payable in connection and all severance and excise taxes payable with respect to the production therefrom have been duly paid.

- (c) That Mortgagor will warrant a forever defend the title to the mortgagor properties against the claims of all persons whomsoever claiming, or to claim, the same or any part thereof; that if the validity or priority of this Mortgage, or of any rights, titles, liens or interests created or evidenced hereby with respect to the mortgaged property, or any part thereof, shall be endangered or questioned, or shall be attacked, directly or indirectly, or if any legal proceedings are instituted against Mortgagor in respect thereto, Mortgagor will give written notice thereof to Mortgagee, and at Mortgagee's own cost and expense, will diligently endeavor to cure any defects that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and the Mortgagee is hereby authorized and empowered to take such additional steps as in its judgment or discretion may be necessary or proper in the defense of such legal proceedings, including, but not limited to, the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the mortgaged property, and all expenses so incurred of every kind and character shall be a demand obligation owing by Mortgagor and shall bear interest from the date of expenditure until paid at the same rate as is provided in the note for interest on past due principal, and shall be secured by the lien evidenced by this instrument, and the party incurring such expense shall be subrogated to all rights of the person receiving such payment.

The above and foregoing warranties and covenants shall at all times be construed to be covenants for the benefit of Mortgagee and they shall remain in full force and effect, notwithstanding the assignment hereof or the payment of all the indebtedness secured hereby, and the release, either partially or wholly, of the lien hereof, or any foreclosure thereof.

2.2 Mortgagor further covenants and agrees with the Mortgagee as follows:

- (a) That Mortgagor will make prompt payment as the same and shall become due of the Note(s) and all installments of principal and interest thereon and of all other secured indebtedness, and all other amounts which hereunder or under the provisions of the Note(s), Mortgagor agrees to pay.
- (b) That Mortgagor will not at any time during the existence hereof, without first obtaining Mortgagee's written consent, sell, assign, transfer, mortgage, encumber, or otherwise dispose of any of the mortgaged properties, or remove or permit to be removed, any personal or other removable property at any time covered hereby from the premises upon which same may be situated.
- (c) That by agreement with the maker or makers of any instrument evidencing any indebtedness at any time secured hereby, Mortgagee, without notice to or consent of any other party to this mortgage, may from time to time extend the time of payment of the whole or any part of such indebtedness, or may accept from said maker or makers one or more new instruments in the same or different form in renewal of or by way of substitution for any instrument of indebtedness without in any manner impairing or affecting the lien of this mortgage or any of the Mortgagee's rights hereunder.
- (d) To keep and maintain in good repair and sufficient operating condition all buildings, structures, machinery, equipment, fixtures or other personal property and improvements now or hereafter constituting part of the mortgaged property, including the making of all necessary repairs, renewals, replacements, additions and improvements.
- (e) That Mortgagor will cause the mortgaged properties to be operated in a good and workmanlike manner in accordance with all applicable rules, regulations and orders promulgated by all duly constituted authorities and in accordance with the provisions of the oil, gas and mineral leases covered by this mortgage and any other agreements or instruments applicable thereto.
- (f) That Mortgagor will observe and comply with all of the terms and provisions, express or implied, of the oil, gas and mineral leases covered by this mortgage, and any other agreements or instruments applicable thereto; and except with the prior written consent of the Mortgagee, will not amend or terminate any of such agreements or surrender or abandon or release any of such leases in whole or in part so long as any well situated thereon, or located on any unit containing all or any part of such leases, is capable of producing oil, gas, casinghead gas or other hydrocarbons in paying quantities, and will promptly discharge all obligations to the holders of royalty interests and all other interests in the properties and will fully and promptly perform all covenants and conditions, express or implied, imposed upon the original lessee.
- (g) That Mortgagor, if a corporation, will continue to maintain Mortgagor's corporate existence and Mortgagor's right to do business in the State of Oklahoma and in each other State where any part of the mortgaged property is situated, and will pay or cause to be paid, all franchises, licenses, or other fees necessary to preserve the corporate existence of every corporate signatory hereto, in every State wherein any of the mortgaged property may be situated.
- (h) That Mortgagor will promptly pay, or cause to be paid, before delinquent, all taxes, assessments and other governmental charges of every kind and character now or hereafter levied, imposed or assessed against the mortgaged property, or any part thereof, or which might become a lien thereon, including all such as may be incident to the operation, development or maintenance of said property, or the production of oil, gas, casinghead gas or other hydrocarbons therefrom; and will promptly discharge all obligations to the holders of royalty interests, and of other interests in the properties and will fully and promptly perform all covenants and conditions, express or implied, imposed upon the original lessee or his assigns by every such lease and every other agreement relative thereto and do all things and perform all acts necessary or proper to accomplish the foregoing and prevent the breach or forfeiture of any such lease, and will furnish to the Mortgagee, at least 15 days in advance of the day upon which any delay rentals may become due under any such lease, satisfactory evidence that the same has been paid.
- (i) That Mortgagor will promptly pay, or cause to be paid, all debts and liabilities of any character, including without limitation all debts and liabilities for labor, material and equipment incurred in the operation and development of the mortgaged properties.
- (j) That Mortgagor will not at any time during the existence hereof, without first obtaining Mortgagee's written consent, collect or attempt to collect any of the income or proceeds attributable to the mortgaged properties.
- (k) That Mortgagor will keep accurate books and records in accordance with sound accounting principles, in which full, true and correct entries shall be promptly made as to all operations on the mortgaged properties and all such books and records shall at all times during reasonable business hours be subject to inspection by Mortgagee and its duly accredited representatives, and if and as often as requested by the Mortgagee, Mortgagor shall make reports of operations in such form as the Mortgagee prescribes, setting out full data as to production and revenues from the mortgaged properties.
- (l) That Mortgagor will indemnify and hold harmless the Mortgagee from and against all claims, demands, liabilities and causes of action asserted against said Mortgagee on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the mortgaged properties or with this Mortgage or any of the secured indebtedness, save and except for their willful misconduct.
- (m) That Mortgagor will procure and keep in force in a company or companies acceptable to Mortgagee, all such workmen's compensation and public liability insurance as may from time to time be required by the Mortgagee with respect to the mortgaged property, or any part thereof; and to keep such part of the mortgaged property which is of an insurable nature and of a character usually insured by persons operating similar properties insured with companies of recognized responsibility satisfactory to the Mortgagee against loss or damage by fire and from other causes customarily insured against, and all policies evidencing such insurance shall contain clauses providing that the proceeds thereof shall be payable to the Mortgagee as its interest may appear; and in the event of any loss under any of said policies, Mortgagee shall have the right to collect the same and all amounts so received, shall be applied toward costs, charges and expenses incurred in the collection thereof, first to the payment of the Note and all other secured indebtedness, and any balance remaining shall be subject to the order of Mortgagee; provided, however, that Mortgagor, if the Mortgagee consents thereto in writing, may receive all or a portion of said proceeds, so collected for the sole purpose of reimbursing Mortgagor for expenditures made in repairing and restoring the damaged property, and the Mortgagee is hereby authorized but not obligated to enforce in its name or in the name of Mortgagor payment of any or all of said policies or to settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof.
- (n) Whenever and as often as requested by Mortgagee to promptly execute and deliver, or cause to be executed and delivered, all such other and further instruments, documents or assurances (including all such as may from time to time be required by pipe line companies or other purchasing parties) and to promptly do or cause to be done all such other and further things as may, by the Mortgagee be deemed necessary, expedient or advisable in order to better and more fully preserve or vest in it all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred by this indenture, or by any other instrument delivered simultaneously or hereafter.

2.3 As to any part of the mortgaged property which is not a leasehold or working interest, Mortgagor agrees to take all steps necessary to exercise all rights and remedies available to Mortgagor to cause the owner or owners of the

2.4 Mortgagor agrees that if Mortgagee fails to perform any act or to take any action on which hereunder Mortgagee is required to perform or take, or to pay any money which hereunder Mortgagee is required to pay, the Mortgagee, in Mortgagee's name, or its own name, may, but shall not be obligated to perform or cause to be performed, such act or take such action or pay such money and any expenses so incurred by the Mortgagee and any money so paid by the Mortgagee shall be a demand by such money and any expenses so incurred by the Mortgagee, and shall bear interest from the date of making such payment until paid, at the same rate as provided in the Note(s) for interest on past-due principal and shall be a part of the secured indebtedness and shall be secured by this Mortgage and by any other instrument securing the secured indebtedness and the Mortgagee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment.

ARTICLE III — ASSIGNMENT OF PRODUCTION, ACCOUNTS, CONTRACT RIGHTS AND PROCEEDS

3.1 For the purpose of additionally securing the payment of all secured indebtedness and to facilitate the discharge of such indebtedness and as cumulative of any and all rights herein provided for, Mortgagor hereby warrants, bargains, conveys, sells, transfers, assigns, sets over and delivers unto Mortgagee, its successors and assigns, all oil, gas, casinghead gas and other hydrocarbons produced from or allocated to the mortgaged property which accrue after the _____ day of _____, 19____, at 7:00 o'clock a. m. to Mortgagee's interest in said property, and all proceeds there-

and all accounts and contract rights of Mortgagee under which such proceeds may arise, all such accounts and contract rights and proceeds being hereinafter referred to as the "proceeds of runs"; and Mortgagee directs and instructs any and all purchasers of oil, gas, casinghead gas and other hydrocarbons produced or to be produced from or allocated to the mortgaged properties to pay directly to the Mortgagee all of the proceeds of runs accruing to Mortgagee's interest until such time as such purchasers have been furnished with evidence that all secured indebtedness has been paid and that the liens evidenced hereby have been released; and the Mortgagee authorizes the Mortgagee to receive and collect all sums of money derived from the proceeds of runs assigned hereunder and no purchaser of the production attributed to the mortgaged property shall have any responsibility for the application of any funds paid to the Mortgagee. The receipt of Mortgagee for monies so paid to it shall be a full and complete release, discharge and acquittance to any such pipe line company or other purchaser to the extent of all sums so paid. This instrument shall be and constitute full and complete authority for any or for any purchasers of any of the oil, gas, casinghead gas and other hydrocarbons produced from or allocated to said mortgaged properties, or any other person liable therefor, to make payment to the Mortgagee, its successors or assigns, of Mortgagee's proportionate part of the proceeds of runs. The office where the records of Mortgagee with respect to the accounts and contract rights concerning the mortgaged property are kept is located at the address shown opposite the signature of Mortgagee to this mortgage, and Mortgagee agrees that the place where such records are kept will not be changed without the prior consent of Mortgagee.

3.2 Independent of the foregoing provisions and authorities herein granted, Mortgagee agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by the Mortgagee or that may be required by any purchaser of the production from any of the mortgaged properties or allocated thereto for the purpose of effectuating the payment of the proceeds of the runs to the Mortgagee. If, under any existing sales agreements, other than division orders or transfer orders, any proceeds of runs are required to be paid by the purchaser to Mortgagee, so that under such existing agreement payment cannot be made of such proceeds to the Mortgagee, Mortgagee's interest in all proceeds of runs under such sales agreements and all other proceeds of runs which, for any reason, may be paid to Mortgagee shall, when received by Mortgagee, constitute trust funds in Mortgagee's hands and shall immediately be paid over to the Mortgagee.

3.3 Should any person now or hereafter purchasing or taking oil, gas, casinghead gas and other hydrocarbons attributed to the mortgaged properties, or allocated thereto, fail to make payment promptly to the Mortgagee of the hereby assigned proceeds of runs, the Mortgagee shall have the right to make or require Mortgagee to make a change of connection and the right to designate or approve the purchaser with whose facilities a new connection shall be made, without liability or responsibility in connection therewith so long as ordinary care is used in making such designations, and Mortgagee agrees to pay to the Mortgagee, on demand in writing therefor from the Mortgagee, the amount of any proceeds of runs not promptly paid to the Mortgagee by any person having responsibility therefor.

3.4 The Mortgagee and its successors and assigns are hereby absolved from any liability for failure to enforce collection of proceeds of runs and all other responsibility in connection therewith, except the responsibility to account to Mortgagee for funds actually received. Should the Mortgagee, in its sole discretion, elect to permit the proceeds of runs to be paid in whole or in part to the Mortgagee, Mortgagee, nonetheless, directs and instructs any purchasers of oil, gas, casinghead gas and other hydrocarbons produced from or allocated to the mortgaged properties to mail all checks in full payment therefor to the Mortgagee in care of _____ upon the

written request of the Mortgagee, and to continue to make payments in the above stated manner until otherwise directed in writing by said Mortgagee. The payment of the proceeds of runs as aforesaid, or the release to the Mortgagee of any of the proceeds of runs which would otherwise be applicable hereunder to the secured indebtedness shall not affect or impair the Mortgagee's right thereafter to retain in full all such payments or in anywise impair or affect the lien of this mortgage and the priority thereof or any of Mortgagee's rights hereunder or the amount of the indebtedness secured hereby.

3.5 Mortgagee agrees to indemnify and hold harmless the Mortgagee, its successors and assigns, against any and all liabilities, actions, claims, judgments, costs, charges and attorney's fees by reason of the assertion that it received, either before or after the payment in full of the secured indebtedness, funds from the production of oil, gas, casinghead gas and other hydrocarbons claimed by third persons, and Mortgagee shall have the right to defend against any such claims or actions, employing attorneys of its selection, and if not furnished with indemnity satisfactory to it the Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the right to be indemnified herein provided, all amounts paid by the Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorney's fees and other expenses of every character incurred by Mortgagee pursuant to the provisions of this section shall be a demand obligation owing by Mortgagee and shall bear interest from date of expenditure until paid at the same rate as is provided in the note (s) for interest on past due principal, and shall be part of the secured indebtedness and shall be secured by this mortgage and by any other instrument securing the secured indebtedness.

3.7 Nothing herein contained shall detract from or limit the absolute obligation of Mortgagee to make prompt payment of all principal and interest owing on the note and all other secured indebtedness when and as the same become due regardless of whether the proceeds of runs herein assigned are sufficient to pay the same, and the rights of this assignment shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the mortgage and all other secured indebtedness.

ARTICLE IV — WAIVER AND PARTIAL RELEASE

4.1 The Mortgagee may at any time and from time to time in writing (a) waive compliance of Mortgagee with any covenant herein made by Mortgagee to the extent and in the manner specified in such writing; and (b) consent to Mortgagee doing any act which hereunder Mortgagee is prohibited from doing, or to Mortgagee failing to do any act which hereunder is required to do to the extent and in the manner specified in such writing. No such act shall in any way impair the rights of the Mortgagee hereunder, except to the extent specifically agreed to by Mortgagee in such writing.

4.2 The lien and other security rights of the Mortgagee hereunder shall not be impaired by any indulgence, including but not limited to (a) any renewal, extension or modification which the Mortgagee may grant with respect to any secured indebtedness; (b) any purchase, compromise, release, renewal, extension, exchange or satisfaction which the Mortgagee may grant in respect of any lien of the mortgaged properties or any part thereof, or interest therein, or any of the proceeds of runs; or (c) any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

ARTICLE V — POSSESSION UNTIL DEFAULT, DEFEASANCE

5.1 Unless a default specified in Section 6.1 hereof shall occur and be continuing, Mortgagee shall retain full possession of the mortgaged properties, except the proceeds of runs as provided under Article III above, and shall manage, operate, develop and use the same and every part thereof, subject, however, to the terms and provisions of this mortgage.

ARTICLE VI — REMEDIES IN EVENT OF DEFAULT

6.1 The term "default" as used in this Mortgage shall mean the occurrence of any of the following events:
(a) The failure of Mortgagee to make due and punctual payment of the note(s) or of any other secured indebtedness or of any installment of principal or interest or any part of either, as the same shall become due and payable;
(b) The failure of Mortgagee to pay over to the Mortgagee within five (5) days after receipt of written demand, any proceeds from the sale of the oil, gas, casinghead gas or other hydrocarbons produced, saved and sold from or allocated to the mortgaged properties which are paid to Mortgagee rather than to Mortgagee;
(c) The failure of Mortgagee to timely and properly observe, keep or perform any covenant, agreement, warranty or condition herein required to be observed, kept or performed;
(d) Mortgagee becomes insolvent or makes an assignment for benefit of creditors;
(e) In connection with receiver proceedings against the Mortgagee or involving any of the mortgaged property, or in the course of the institution of any proceedings by or against the Mortgagee under the Federal Bankruptcy Act as now existing

(f) If the lien and priority of the indenture are not fully maintained at times, or Mortgagor is found or adjudged not to be lawfully seized of any right, title, interest or estate herein covenanted or warranted to be held or owned by Mortgagor, or Mortgagor is found or adjudged not to have good right and lawful authority to encumber and otherwise involve the mortgaged property or any part thereof, as herein provided;

(g) Any change in the present proration laws or in any existing order, rule or regulation pertaining thereto which, in the Mortgagee's judgment, may prejudicially affect the security afforded hereby.

6.2 Upon the occurrence of a default, the Mortgagee shall have the option, by giving notice in writing to Mortgagor of declaring all secured indebtedness in its entirety to be immediately due and payable, and Mortgagee shall thereupon have any and all of the following remedies:

(a) The Mortgagee may take possession of the mortgaged property or any part thereof (the Mortgagor agreeing to give immediate peaceable possession) and collect and maintain, operate or control the same, and may apply all or any part of the income and proceeds to the payment of any development, operation or maintenance expense incident to any order of application as the Mortgagee may elect; provided, that in the event of any dispute or question whatsoever concerning such income and proceeds or the application thereof, the Mortgagee may hold the same in a special account without interest until such dispute or question is finally settled to the Mortgagee's satisfaction. Should the Mortgagee elect to collect such income and proceeds, this indenture shall constitute full and complete authority to any purchaser of oil, gas, casinghead gas or other hydrocarbons from the mortgaged property or allocated thereto, or any part thereof, to deliver directly to the Mortgagee all proceeds from the sale of such products, and notice hereof without the requirement of anything more shall constitute an unqualified order on such purchaser to make such delivery. Every such purchaser is hereby authorized and directed to accept as sufficient the Mortgagee's written statement to the effect that a default has occurred hereunder and that it is entitled to such proceeds; and every such purchaser is hereby relieved from all responsibility with respect to the delivery of said proceeds or the Mortgagee's application thereof;

(b) The Mortgagee may institute suit to foreclose the lien of this indenture in any Court having jurisdiction. In any such suit, the Mortgagee may, at its option, apply for and shall be entitled, as a matter of right, to the appointment of a receiver to take possession and control of, operate, maintain and preserve the mortgaged property or any part thereof including the production and sale of all oil, gas, casinghead gas and other hydrocarbons, and to disburse the proceeds from the sale of such products for application upon the indebtedness and other sums then due the Mortgagee hereunder until the same and all costs are fully paid; and said receiver may be authorized to sell or dispose of all or any part of said property under orders of the Court appointing him as such. The Mortgagor hereby waives all notice of the filing and hearing of an such application for the appointment of a receiver, and irrevocably consents to every appointment made pursuant thereto. Mortgagor further agrees that in the event of any foreclosure sale, the mortgaged property or any part thereof may be sold with or without appraisal as the Mortgagee may elect, and such election may be exercised at any time prior to the entry of the decree of foreclosure; that should the Mortgagee elect to have the property sold without appraisal, the Mortgagor hereby expressly waives appraisal; that the Mortgagee may elect to have such property sold together or in separate parcels, and if the highest bidder may become the purchaser, free of any right of the Mortgagor to redeem or repurchase the same, and the proceeds from such sale, after paying therefrom the costs advanced or incurred by the Mortgagee in the foreclosure suit, including the costs of sale and any costs and expenses incurred in the operation of said property by a receiver appointed upon the application of the Mortgagee, shall be applied FIRST to the payment of all costs and expenses incurred by the Mortgagee for the purpose of protecting the security, with interest at the legal rate; and SECOND, to the payment of all indebtedness and other sums then secured hereby, including interest and attorney's fees, in such order of application as the Mortgagee may elect.

(c) All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity; and the Mortgagee shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and enforcement of the covenants herein, and the foreclosure of the liens evidenced hereby and the resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

(d) The Mortgagee may resort to any security given by this mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness in whole or in part and in such portions and in such order as may seem best to the Mortgagee, in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or liens evidenced by this instrument.

ARTICLE VII — MISCELLANEOUS

7.1 This instrument is a mortgage of both real and personal property and shall constitute a security agreement, and if signed by the Mortgagee shall also constitute a financing statement, under the Oklahoma Uniform Commercial Code or under the Uniform Commercial Code of each state in which any of the mortgaged properties are located, and shall cover all of the collateral hereinabove described and all proceeds of collateral. In addition to all other rights, powers, privileges and remedies, upon the occurrence of one or more events of default as herein provided, the Mortgagee shall be entitled to exercise all of the rights, powers, privileges and remedies available to a secured party upon default under the Oklahoma Uniform Commercial Code, and under the Uniform Commercial Code of each state in which any of the mortgaged properties are located.

7.2 All options and rights of election herein provided for the benefit of the Mortgagee are continuing and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as a waiver of the right to exercise such option or election at any later date. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights or powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

7.3 Any notice, request, demand or other instrument which may be required or permitted to be given or furnished or served upon Mortgagor shall be addressed to Mortgagor at the address shown opposite the signature of Mortgagor on this mortgage, or to such different address as Mortgagor shall have designated by written notice actually received by the Mortgagee at least ten (10) days in advance of the date upon which such change of address shall be effective under this paragraph.

7.4 All terms, conditions, covenants, warranties and agreements contained herein shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Mortgagor, and shall be deemed to include covenants running with the estate or in the land and all said provisions shall likewise inure to the benefit of the Mortgagee, its successors and assigns.

7.5 The invalidity of any provision or provisions hereof shall not in any way affect the remaining provisions of this Mortgage.

7.6 This mortgage is executed in numerous counterparts, all of which are identical, and each of which shall be deemed an original and all counterparts together shall constitute one and the same instrument.

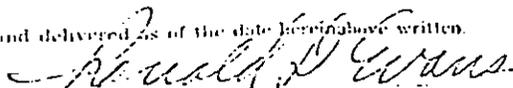
IN WITNESS WHEREOF, this instrument has been executed and delivered as of the date hereinabove written.

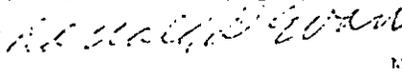
The address of Mortgagor is:

P.O. Box 1501
Norman, Oklahoma 73070

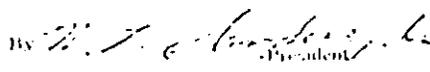
The address of the Mortgagee is:

Box 5 - P.O. 147-D
Siloam Springs, Arkansas 72761


Ronald D. Evans, an individual
MORTGAGOR

By 
W. T. Sanders, Sr.
MORTGAGEE

Stockton Oil/Gas Co., Inc.

By 
W. T. Sanders, Sr.
MORTGAGEE

Rt. S, Box 143-J
Siloam Springs
Ar Kansas
72761

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF RAY

}SS:

The foregoing instrument was acknowledged before me this 30 day of November, 1982.

by W. T. Sanders, Jr

My Commission Expires:

17 May 22, 1984
(Seal)

W. James H. Bennett
Notary Public in and for
RAY CO., Oklahoma

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF RAY

}SS:

The foregoing instrument was acknowledged before me this 30 day of November, 1982

by W. T. Sanders, Jr, President of Stockton Oil Gas Co.
(Name of Officer) (Name of corporation)

a Oklahoma corporation, on behalf of the corporation.
(State of Incorporation)

My Commission Expires:

17 May 22, 1984
(Seal)

W. James H. Bennett
Notary Public in and for
RAY CO., Oklahoma

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF

}SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____ on behalf of _____
(Name of Partner) (Name of Partnership)

a partnership.

My Commission Expires:

(Seal)

Notary Public in and for
Oklahoma

Stockton Oil/Gas Co., Inc.

Rt. 5 - Box 143-J

Siloam Springs, Arkansas 72761

This Exhibit A is referred to in and made a part of that certain Mortgage, Security Agreement, Financing Statement and Assignment date November 30, 1982 by and between Stockton Oil/Gas Co., Inc., a Colorado corporation, and Sat Pal Singh and Nancy Singh, husband and wife, as joint tenants, as Mortgagees and Ronald D. Evans, an individual, and Ronco Energy Resources, Inc., an Oklahoma corporation as mortgagor. The properties hereinafter described are those properties referred to in said Mortgage, Security Agreement, Financing Statement and Assignment as described in Exhibit A:

Fine Lease: (S/2 & NE, NW, Section 24, Township 19N, Range 4 E, 120 acres more or less)

Matlock Lease (SW4, Section 17, Township 18N, Range 6E, 85 Acres more or less)

also known as (Lot 2 & 3, SW4, Section 17, Township 18 N, Range 6E, 85 Acres more or less)

Isaac Moore lease (The NE/4, SE/4; NW/4, SE/4, SE/4 and Lot 1, Section 17, Township 18 North, Range 6 East of the Indian Meridian containing 149.60 acres more or less)

All of the above described real properties are situated in Payne County, Oklahoma.

The above includes all personal property, used on, attached to, or used in connection therewith.

17-18-6

014310

603 1055 1066
NOV 30 PM 4 50

CHECKED BY
COUNTY DEPUTY
BY *QJF*

INDEXED
DIRECTED
REVERSED
RELEASED

Wornton Ore & Gas

10

PROMISSORY NOTE

We, Ronald D. Evans, an individual, and Fonco Energy Resources, Inc., an Oklahoma corporation, hereinafter referred to as Mortgagors, promise to pay to the order of Stockton Oil/Gas Co., Inc., a Colorado corporation, and Sat Pal Singh and Nancy Singh, husband and wife, as joint tenants, hereinafter referred to as Mortgagees, the sum of Four Hundred and Ninety Thousand Dollars (\$490,000.00) payable in lawful money of the United States of America.

Payments hereon shall be made as follows:

The sum of Seventy Five Hundred Dollars (\$7500.00) shall be due and payable On December 31, 1982, to apply on principal only, and the like sum of Seventy Five Hundred Dollars (\$7,500.00) shall be paid on or before the last day of each month thereafter until thirty-five (35) consecutive payments have been made in and at the end of thirty-six (36) months the final payment shall be made in the amount of Two Hundred Twenty Thousand Dollars (\$220,000.00).

From each monthly payment of \$7,500.00 the sum of One Thousand Dollars (\$1000.00) is due and payable to Sat Pal Singh and Nancy Singh for a period of thirty-six (36) consecutive months equaling a total of Thirty-Six Thousand Dollars (\$36,000) with the final payment to be made at the end of 36 months amounting to Eleven Thousand Dollars (\$11,000.00) which pays in full the commission agreed to between the mortgagees.

Amounts on principal hereon may be prepaid in whole or in part, at any time without penalty.

In case of default in any payments when the same shall become due and payable, the holder hereof, at their option, may declare the whole amount due, immediately payable, and collectible. If collected by an attorney after maturity and before the commencement of suit hereon, ten (10) percent of the sum due and unpaid shall be added, and we agree to pay the same as attorney fees for such collection, and in case action is instituted to collect this note or any portion hereof, we do further promise and agree to pay such sum as the Court may adjudge as reasonable attorney fees in such action. The makers and endorsers hereon severally waive presentment for payment, protest, and notice of protest of nonpayment of this note.

The makers and endorsers hereon further covenant and agree not to assign this note except with the express written approval of the Mortgagees herein, said approval may be withheld whether on reasonable grounds or not, or by paying the entire indebtedness, both principal and interest, and thereby cancelling this note.

The Mortgagors herein further covenant and agree to make said payments, or to cause said payments to be made, to the First National Bank and Trust

Silver Springs, Ark 72761

Received \$47,000
30000

114,000 x 76
131

= \$8,822

\$490,000 1/8 102,000
2% Discounting



Company of Ponca City, Oklahoma as escrow agent for the Mortgagees. Said First National Bank and Trust Company of Ponca City, as escrow agent, shall make any disbursements as directed by the Mortgagees and timely payment to First National Bank and Trust Company of Ponca City shall be considered timely payment to the Mortgagees herein.

DATED this 30th day of November, 1982.

Ronald D Evans

Ronald D. Evans,
an Individual

Attest: Lois L. Evans

Ronco Energy Resources, Inc.,
an Oklahoma Corporation

By: Ronald D Evans

Ronald D. Evans, President

Pls. return opening.



STATE OF Oklahoma
COUNTY OF May

SS:

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State on this 30 day of November, 1982, personally appeared Ronald D. Evans, an individual to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have herunto set my official signature and affixed my notarial seal the day and year first above written.

MY COMMISSION EXPIRES:

11/23/1984
(SEAL)

Nancy L. Bennett
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF May

SS.

On this 30 day of November, 1982, before me, a Notary Public in and for the said County and State, personally appeared Ronald D. Evans, President 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 said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

MY COMMISSION EXPIRES:

11/23/1984
(SEAL)

Nancy L. Bennett
NOTARY PUBLIC

FILED

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

AUG 29 1985

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

EMORY J. ETHRIDGE,)
)
 Plaintiff,)
)
 vs.)
)
 THE AMERICAN NATIONAL BANK OF)
 BRISTOW and EVELYN NORRIS,)
)
 Defendants.)

Case No. 83-C-1074-C

JUDGMENT

On the 25th day of July, 1985, in due order after due setting this action came on for trial before the Court and a jury, the Honorable H. Dale Cook, Chief District Judge, presiding; the plaintiff appeared in person and by and through his attorneys of record and the defendant Evelyn Chattitoe Norris, appeared personally and pro se, and the defendant American National Bank of Bristow appeared by its duly authorized representative and its attorney of record and all parties announced ready for trial.

Whereupon a jury was duly selected and empaneled, the evidence was duly presented, the arguments of counsel were heard, and the issues were duly tried by the jury and on July 26, 1985, the jury duly rendered its verdict, the verdict was received and the jury was discharged.

It appearing to the Court based upon the record in the above cause, including the verdict of the jury, judgment is entered as follows, to-wit:

IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff recover of and from the defendant Evelyn Chattitoe Norris, the sum of \$174,000.00, with interest thereon as provided by law, and costs of the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff take nothing as against The American National Bank of Bristow, by reason of this suit, that the action be dismissed on the merits as against The American National Bank of Bristow, and that the defendant The American National Bank of Bristow, recover of and from the plaintiff, Emory J. Ethridge, its costs of the action.

RENDERED AND SIGNED THIS 28th DAY OF AUGUST, 1985.

s/H. DALE COOK
H. Dale Cook, Chief Judge
United States District Court

APPROVED AS TO FORM AND CONTENT:

James F. Julluck
Pray, Walker, Jackman & Marlar
Attorneys for Plaintiff
Emory J. Ethridge *Williamson*

Ira L. Edwards, Jr.
Ira L. Edwards, Jr.
Houston and Klein, Inc.
Attorneys for Defendant
American National Bank of Bristow

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

EMORY J. ETHRIDGE,)
)
 Plaintiff,)
)
 vs.)
)
 THE AMERICAN NATIONAL BANK)
 OF BRISTOW, and)
 EVELYN NORRIS,)
)
 Defendant,)

r I L E D

AUG 29 1985

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

No. 83-C-1074-C

STIPULATION OF SETTLEMENT

The undersigned Plaintiff, Emory J. Ethridge, and the undersigned Defendant, Evelyn Norris, hereby stipulate and agree as follows:

1. The Defendant, Evelyn Norris, hereby agrees that the Court may enter its Order directing the Defendant, American National Bank of Bristow, to pay and deliver to the Plaintiff, Emory J. Ethridge, all funds in its possession which are proceeds of the sale of the bonds or the redemption of the coupons which are the subject of this action.

2. Said Order shall be entered and said payment and delivery made to the Plaintiff regardless of the verdict entered by the jury in this case.

3. Said Defendant, Evelyn Norris, hereby relinquishes all right, title, claim or interest in or to said funds and further relinquishes any right, claim, or cause of action against the Defendant, American National Bank, by reason of the payment or delivery of said funds to the Plaintiff in accordance with this stipulation.

4. In consideration of said agreement by the Defendant, Evelyn Norris, the Plaintiff, Emory J. Ethridge, hereby covenants and agrees to forebear from execution of any judgment which may be entered in this cause against the Defendant, Evelyn Norris, only, reserving all his rights and claims against the Defendant, American National Bank of Bristow.

5. The Plaintiff, Emory J. Ethridge, further agrees that said sum shall be considered a payment on any judgment which may be entered against the Defendant, American National Bank of Bristow, without prejudice to the rights of the Defendant, American National Bank of Bristow or the Plaintiff, Emory J. Ethridge, to appeal any other verdict, decision, judgment, or ruling entered herein and said payment shall constitute a credit against any judgment

rendered in favor of the Plaintiff and against the Defendant, American National Bank of Bristow.

APPROVED AS TO FORM
AND CONTENT:

PRAY, WALKER, JACKMAN,
WILLIAMSON & MARLAR

By Bert C. Wilcox
Attorneys for Plaintiff

APPROVED AS TO FORM:

HOUSTON & KLEIN

By [Signature]
Attorneys for Defendant
American National Bank
of Bristow

APPROVED AS TO FORM
AND CONTENT:

Evelyn Morris
EVELYN MORRIS

Executed in Open Court before me the undersigned Judge of the United States District Court this 26th day of July, 1985.

s/H. DALE COOK

U. S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

entered

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

AUG 28 1955

FILED

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	
)	
MARION SPRIGGS,)	
)	
Defendant.)	No. 85-C-560-C

NOTICE OF DISMISSAL

COMES NOW the United States of America, Plaintiff herein, by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Hubert A. Marlow, Assistant United States Attorney, and pursuant to Rule 41(a)(1)(i), Federal Rules of Civil Procedure, hereby dismisses this action without prejudice.

Respectfully Submitted,

LAYN R. PHILLIPS
United States Attorney

Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, OK. 74103
(918) 581-7463

CERTIFICATE OF MAILING

This is to certify that on the 28th day of August, 1985, a true and correct copy of the foregoing Notice of Dismissal was mailed, postage prepaid thereon, to:

Marion Spriggs
1309 East 51st Place North
Tulsa, Oklahoma 74126

Hubert A. Maxlow
Assistant United States Attorney

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

WILBUR C. CUNNINGHAM and)
EARLENE CUNNINGHAM,)
)
Plaintiffs,)
)
vs.)
)
OWENS-CORNING FIBERGLAS)
CORPORATION, et al.,)
)
Defendants.)

No. 84-C-471-E

FILED
~~IN OPEN COURT~~

AUG 28 1985

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

O R D E R

NOW on this 27th day of August, 1985, the Motion to Dismiss of the defendant Crown Cork & Seal Company came on for hearing. Upon the consideration of the merits, the Court finds that the defendant's Motion to be sustained and hereby dismisses the defendant Crown Cork & Seal Company with prejudice.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT COURT JUDGE

Entered

C3000408.1

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

CHERYL A. WILLIAMS and KEVIN S.)
PETERSON,)
)
) Plaintiffs,)
)
vs.)
)
GREATER TULSA TRANSIT CENTER.,)
d/b/a YELLOW CHECKER CAB CO. OF)
TULSA, an Oklahoma corporation,)
FORUM INSURANCE COMPANY, a Rhode)
Island corporation, and WILLIE)
TAFT PIERSON, an individual,)
)
Defendants.)

No. 85-C-781-E

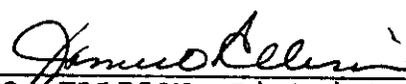
FILED

AUG 28 1985

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

ORDER

Now on this 27th day of August, this matter comes on to be heard upon the Application of the plaintiffs for dismissal, and the Court being fully advised in the premises finds and IT IS HEREBY ORDERED that the above syled and numbered cause be dismissed without prejudice to the future filing of same.



JAMES O. ELLISON, District
Judge

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

FILED

AUG 27 1985

IN RE:)
HESTON OIL COMPANY,)
Debtor.)
)
) ON APPEAL FROM THE
) UNITED STATES BANKRUPTCY
) COURT FOR THE NORTHERN
) DISTRICT OF OKLAHOMA
) Chapter 11 No. 83-00173
)
) CIVIL ACTION NO.
) 85-C-779-C

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

ORDER DISMISSING APPEAL WITH PREJUDICE

Be it remembered that on the 26th day of August, 1985, came on for consideration the Motion for Voluntary Dismissal of Appeal filed by Heston Oil Company. The Court, having considered said Motion, finds that the same should be, and is hereby, GRANTED. It is therefore

ORDERED, ADJUDGED and DECREED that the above-captioned and numbered appeal is hereby dismissed with prejudice, with costs, if any, to be borne by the party incurring same.

Signed this 26th day of August, 1985.

s/H. DALE COOK

United States District Judge

APPROVED AS TO FORM AND
SUBSTANCE AND ENTRY REQUESTED:

Thomas M. Atkinson

Thomas M. Atkinson
415 Mid-Continent Tower
Tulsa, Oklahoma 74103
(918) 582-2501

Attorney for Appellant
Heston Oil Company

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 ROBERT HENRY DAGENET and)
 CAROL ANN DAGENET, husband)
 and wife; CHARLES F. CURRY)
 COMPANY; BOARD OF COUNTY)
 COMMISSIONERS; and TULSA)
 COUNTY TREASURER, TULSA)
 COUNTY, OKLAHOMA,)
)
 Defendants.)

FILED
AUG 20 1985
Tulsa County, Oklahoma

CIVIL ACTION NO. 85-C-55-E

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 23rd day of August, 1985. Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney; the Defendant, Charles F. Curry Company, appears not having previously filed its Disclaimer herein; the Defendants, Board of County Commissioners and Tulsa County Treasurer, Tulsa County, Oklahoma, appear by Susan K. Morgan, Assistant District Attorney, Tulsa County, Oklahoma, and the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, appear not, but make default.

The Court being fully advised and having examined the file herein finds that Defendant, Robert Henry Dagenet, acknowledged receipt of Summmons and Complaint on February 12,

1985; that the Defendant, Carol Ann Dagenet, acknowledged receipt of Summons and Complaint on February 12, 1985; that the Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on January 22, 1985; and that the Defendant, Board of County Commissioners, acknowledged receipt of Summons and Complaint on January 23, 1985.

It appears that the Defendant Charles F. Curry Company filed its Disclaimer on February 12, 1985, disclaiming any right, title or interest to the real property which is the subject of this foreclosure action and consenting to the entry of Judgment in this case without further notice to this Defendant; that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have filed their Answers on February 7, 1985; and that the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, have failed to answer and their default has been entered by the Clerk of this Court on May 20, 1985.

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

Lot Ten (10), Block Three (3),
VERNDALE, Tulsa County, State of
Oklahoma, according to the recorded
Plat thereof.

The Court further finds that on December 22, 1982, Robert Henry Dagenet and Carol Ann Dagenet, husband and wife, executed and delivered to Charles F. Curry Company their Mortgage Note in the amount of \$32,900.00 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 note, Robert Henry Dagenet and Carol Ann Dagenet executed and delivered to Charles F. Curry Company, a real estate mortgage dated December 22, 1982, covering the above described property. This mortgage was recorded on December 27, 1982, in Book 4658, Page 1975, in the records of Tulsa County, Oklahoma.

The Court further finds that on April 25, 1984, Charles F. Curry Company assigned the Mortgage Note and Mortgage to the United States of America acting through the Administrator of Veterans Affairs. The assignment was filed in Book 4793 at Page 1710 in the office of the County Clerk, Tulsa County, Oklahoma.

The Court further finds that the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, made default under the terms of the aforesaid promissory note and mortgage by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the above named Defendants are indebted to the Plaintiff in the sum of \$35,450.00, plus interest at the rate of 12 percent per annum from July 1, 1984, until judgment, plus interest thereafter at

the legal rate until paid, plus the costs of this action accrued and accruing.

The Court further finds that there are currently no ad valorem or personal property taxes due relating to the property which is the subject matter of this action, and that there exist no liens on the subject property in favor of the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, United States of America, have and recover judgment against the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, in the amount of \$35,450.00, plus interest at the rate of 12 percent per annum from July 1, 1984, until judgment, plus interest thereafter at the current legal rate of 8.18⁰⁷⁰ percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon failure of the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, 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 appraisal the real property 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 cost of the sale
of said real property;

Second:

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

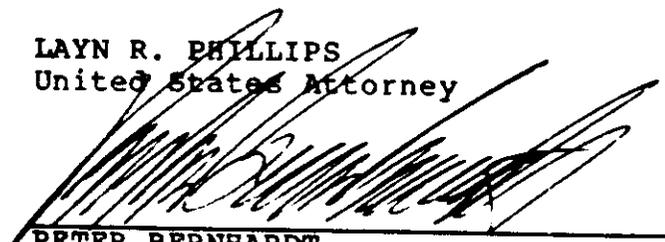
The surplus from said sale, if any, shall be deposited with the
Clerk of the Court to await further Order of the Court.

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, the Defendants and
all persons claiming under them since the filing of this
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.

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney


PETER BERNHARDT
Assistant United States Attorney


SUSAN K. MORGAN, Assistant
District Attorney, Tulsa,
Oklahoma, Attorney for County
Treasurer, Tulsa County,
Oklahoma and Board of County
Commissioners, Tulsa County,
Oklahoma

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

FILED

THE CONTINENTAL INSURANCE
COMPANY, a New Hampshire
corporation,

Plaintiff,

v.

DUBIE-WELLS & ASSOCIATES, INC.,
an Oklahoma corporation, DAVID
A. STONE, an individual, and
J. MICHAEL WELLS, an individual,

Defendant.

AUG 20 1985

CASE NO. 84-C-741-E

ORDER OF DISMISSAL WITH PREJUDICE
AS TO DEFENDANT DAVID A. STONE

Upon joint application of all of the parties herein, the
Court finds that the action has to David A. Stone should be and is
hereby dismissed with prejudice to its being refiled.

/s/ JAMES O. FUSKIN

JUDGE OF DISTRICT COURT

APPROVED:

DERRYBERRY, DUNCAN, GRAY & QUIGLEY
4420 N. Lincoln Blvd.
Oklahoma City, Oklahoma 73105
405/424-5535

By.


PAUL E. QUIGLEY
Attorneys for Plaintiff

McKINNEY, STRINGER & WEBSTER, P.C.
Eighth Floor City Center Building
Main and Broadway
Oklahoma City, Oklahoma 73102
405/239-6444

By: 

DAVID A. CHEEK
Attorneys for Defendants

3188N-d

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

AUG 20 1985

THE CONTINENTAL INSURANCE
COMPANY, a New Hampshire
corporation,

Plaintiff,

v.

DUBIE-WELLS & ASSOCIATES, INC.,
an Oklahoma corporation, DAVID
A. STONE, an individual, and
J. MICHAEL WELLS, an individual,

Defendant.

CASE NO. 84-C-741-E

ORDER DISMISSING WITHOUT PREJUDICE AS TO
DEFENDANTS DUBIE-WELLS & ASSOCIATES AND J. MICHAEL WELLS

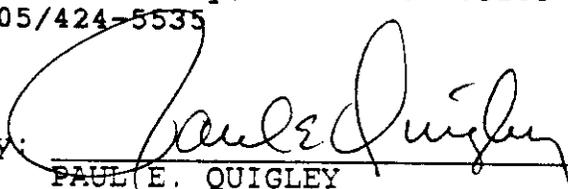
Upon joint application of all of the parties herein, the
Court hereby orders the above-styled action as against Dubie-Wells &
Associates, Inc. and J. Michael Wells, individually to be dismissed
without prejudice to its being refiled.

S/ JAMES O. ELLISON

JUDGE OF DISTRICT COURT

APPROVED:

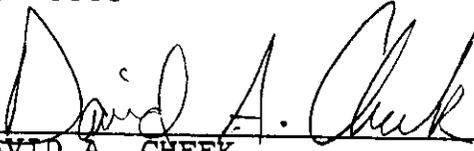
DERRYBERRY, DUNCAN, GRAY & QUIGLEY
4420 N. Lincoln Blvd.
Oklahoma City, Oklahoma 73105
405/424-5535

By: 

PAUL E. QUIGLEY
Attorneys for Plaintiff

McKINNEY, STRINGER & WEBSTER, P.C.
Eighth Floor City Center Building
Main and Broadway
Oklahoma City, Oklahoma 73102
405/239-6444

By:



DAVID A. CHEEK
Attorneys for Defendants

3190N-d

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

MARY SUE DIXON,
Plaintiff,

vs.

OTIS ENGINEERING CORPORATION
AND BILL RAY BRAY,
Defendants.

No. 85-C-428-E

FILED

AUG 26 1985

U.S. DISTRICT COURT

JUDGMENT

This action came on for hearing before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiff Mary Sue Dixon take nothing from the Defendants Otis Engineering Corporation and Bill Ray Bray, that the claim under Title VII of the Civil Rights Act of 1964 be dismissed on the merits, and that the Defendants Otis Engineering Corporation and Bill Ray Bray recover of the Plaintiff Mary Sue Dixon their costs of action.

DATED at Tulsa, Oklahoma this 23rd day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

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

AUG 23 1985

JAMES O. ELISON
U.S. DISTRICT COURT

JENNIE STACY,
Plaintiff,
vs.
WESTERN CASUALTY AND SURETY
COMPANY,
Defendant.

Case No.: 85-C-28 E

ORDER OF DISMISSAL

ON This 23rd day of August, 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 be and the same hereby is dismissed with prejudice to any future action.

S/ JAMES O. ELISON

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

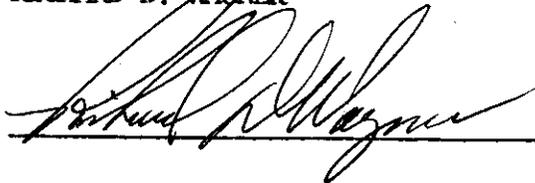
Approvals:

JOHN L. HARLAN,



Attorney for the Plaintiff,

RICHARD D. WAGNER



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

FILED

AUG 26 1985

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

THE B. F. GOODRICH COMPANY,

Plaintiff,

vs.

No. 83-C-924-C

LOCAL UNION NO. 832,
GENERAL DRIVERS AND HELPERS,
AFFILIATED WITH THE INTER
NATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, AND HELPERS
OF AMERICA

and

GORDON SWEETON, PRESIDENT
AND BUSINESS AGENT, ALL
OTHER OFFICERS, AGENTS,
SERVANTS, REPRESENTATIVES,
MEMBERS AND EMPLOYEES OF
DEFENDANTS, INDIVIDUALLY OR
COLLECTIVELY, AND ALL OTHER
PERSONS ACTING IN CONCERT
WITH THEM OR OTHERWISE
PARTICIPATING IN THEIR AID,

Defendants.

ORDER

Pursuant to the joint stipulation of the parties, filed
on August 29th, 1985, the above-captioned case is hereby
dismissed, without prejudice.

s/H. DALE COOK

H. Dale Cook,
Chief Judge, U.S. District Court

Entered

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

FILED

AUG 23 1985

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

ROXIE L. HILTON,)
)
Plaintiff,)
)
vs.)
)
PATRICIA ROBERTS HARRIS,)
Secretary of Health and)
Human Services (now Margaret)
M. Heckler),)
)
Defendant.)

No. 80-C-125-B

ORDER FOR ATTORNEY FEES

Now on this 22nd day of August, 1985, the above styled matter came on before me pursuant to Plaintiff's written Petition for Attorney Fees. The Court, being fully advised in the premises, does hereby find as follows:

That the Plaintiff's attorneys, Paul F. McTighe, Jr. and Harry V. Rouse, have filed herein their Petition for Attorney Fees seeking an Order for Attorney Fees in the proceeding in the sum of \$5,630.00.

That the Defendant responded to said Petition by stating that she does not object to the requested award of \$5,630.00, solely for Court time in this case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff's attorneys, Paul F. McTighe, Jr. and Harry V. Rouse, are awarded the sum of \$5,630.00 for the representation of the Plaintiff in this action for the Court time in this case.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court

that the Defendant should pay the said sum of \$5,630.00 to Paul F. McTighe, Jr. and Harry V. Rouse, 707 South Houston, Suite 303, Tulsa, OK 74127-9013, from the benefits that were withheld from the Plaintiff (SSN 445-12-8158).



U.S. DISTRICT JUDGE

APPROVED AS TO FORM:

Paul F. McTighe, Jr. and
Harry V. Rouse, Attorneys for
Plaintiff

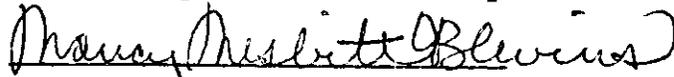
By:



Paul F. McTighe, Jr.

United States of America
Layn R. Phillips, U.S. Attorney

By:



Nancy Nesbitt Blevins
Assistant U.S. Attorney

FILED

AUG 23 1985

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

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

INDIAN COUNTRY, U.S.A., INC.,)
a South Dakota Corporation, and)
THE MUSCOGEE (CREEK) NATION, a)
Federally Recognized Indian Tribe,)

Plaintiffs,)

-vs.-)

THE STATE OF OKLAHOMA, *ex rel.* the)
Oklahoma Tax Commission, and the)
District Attorney for Tulsa County,)

Defendants)

No. 85-C-643-E

THE STATE OF OKLAHOMA, *ex rel.*)
David Moss, District Attorney,)

Respondent [Plaintiff],)

-vs.-)

THE MUSCOGEE (CREEK) NATION, a)
Federally Recognized Indian Tribe, *et al.*)

Petitioner [Defendant].)

No. 85-C-658-E

Notice of VOLUNTARY DISMISSAL WITHOUT PREJUDICE AS TO PETER INGENITO ONLY

The Respondent [Plaintiff], THE STATE OF OKLAHOMA, *ex rel.* David Moss, District Attorney, in Case No. 85-C-658-E dismisses, without prejudice, its action against the Petitioner [Defendant] Peter Ingenito in Case No. 85-C-658-E. In support of this Voluntary Dismissal, the Respondent [Plaintiff], THE STATE OF OKLAHOMA, *ex rel.* David Moss, would inform the Court of the following:

1. Upon information and belief, the Petitioner [Defendant] Peter Ingenito is not presently employed at the Creek Nation Bingo facility.

2. No answer or motion for summary judgment has been filed by or on behalf of the Petitioner
[Defendant] Peter Ingenito.
3. Rule 41(a)(1) of the Federal Rules of Civil Procedure

Respectfully submitted to the Court and mailed or delivered to the last known address of the Petitioner [Defendant] Peter Ingenito, and all counsel of record, as of August 23, 1985.



Cary Clark, Esq.
Denise Graham Esq.
Attorneys for the State of Oklahoma, *ex rel.*,
the District Attorney for Tulsa County, Oklahoma.

Entered

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

FILED
AUG 23 1985

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

TALLANT RENTAL PROPERTIES, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
PHILADELPHIA LIFE INSURANCE)
COMPANY, a Pennsylvania)
corporation,)
)
Defendant.)

No. 85-C-310-B

ORDER OF DISMISSAL

Now on this 22nd day of August, 1985, this cause comes on for hearing upon the joint application of plaintiff and defendant, wherein it is alleged that the parties hereto have arrived at an amicable settlement as to the issues in this cause, and for recovery upon the insurance policy attached to the complaint, and that the case should accordingly be dismissed with prejudice.

IT IS THEREFORE ORDERED that the action filed herein by plaintiff as against this defendant, upon the insurance policy set out in the complaint, be, and the same is, hereby dismissed with prejudice.

Thomas A. Dett
UNITED STATES DISTRICT JUDGE

Approved:

RUSSELL W. WALLACE
R. MICHAEL CARTER
By *Russell W. Wallace*
Attorneys for Plaintiff

HENRY W. CONYERS, HICKMAN & HICKMAN
By *H. W. Conyers*
Attorneys for Defendant

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

FILED

QUAKER LIFE INSURANCE COMPANY,)
an Oklahoma Corporation,)
)
Plaintiff,)
)
vs.)
)
F. L. OGLE, an Individual,)
)
Defendant.)

AUG 23 1985

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

Case No. 85-C-307 C

ORDER OF DISMISSAL WITH PREJUDICE

NOW, on this 23rd day of August, 1985, this matter comes before me, the undersigned United States District Judge, upon the Motion to Dismiss With Prejudice filed by the Plaintiff herein; and it appearing to the Court that the Plaintiff and Defendant have entered into a mutually satisfactory agreement to resolve the controversy which constitutes the subject matter of this action under which Plaintiff has agreed to dismiss the matter.

IT IS THEREFORE ORDERED BY THE COURT that the above captioned cause be, and the same hereby is, dismissed with prejudice.

s/H. DALE COOK

Judge of the United States
District Court

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

FILED

AUG 23 1985

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	No. 84-C-631-B
)	
DELBERT E. BERRY and)	
ANNA CATHERINE BERRY,)	
)	
Defendants.)	

JUDGMENT

This action came on before the Court, and the issues having been duly considered and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that plaintiff, United States of America, obtain of the defendants, Delbert E. Berry and Anna Catherine Berry, immediate possession of the following described property: 2,194 bushels of wheat and 3,300 bushels of oats, said property having the stated value of \$11,934.08.

IT IS FURTHER ORDERED AND ADJUDGED that the defendants, Delbert E. Berry and Anna Catherine Berry, take nothing on their counterclaim for storage fees, that the counterclaim be dismissed on the merits, and that the plaintiff, United States of America, recover of the defendants its costs of action.

Dated at Tulsa, Oklahoma this 23rd day of August, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 23 1985

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 DELBERT E. BERRY and)
 ANNA CATHERINE BERRY,)
)
 Defendants.)

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

No. 84-C-631-B

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

This matter has been submitted to the Court for decision on the briefs and an agreed joint stipulation of facts.

The parties have stipulated to the following facts:

FINDINGS OF FACT

1. The defendants, Delbert E. Berry and Anna Catherine Berry, reside in or near Bluejacket, Craig County, Oklahoma, within the jurisdiction of this Court.

2. On the 22nd day of March, 1974, for good and valuable consideration, the defendants, Delbert E. Berry and Anna Catherine Berry, executed and delivered to the plaintiff a promissory note, under the terms of which defendants agreed to pay to the plaintiff the principal sum of \$38,400.00, with interest thereon at the rate of 5 percent per annum, principal and interest being payable in annual installments.

3. On the 24th day of May, 1977, for good and valuable consideration, the defendants, Delbert E. Berry and Anna

Catherine Berry, executed and delivered to the plaintiff a promissory note, under the terms of which defendants agreed to pay to the plaintiff the principal sum of \$49,200.00, with interest thereon at the rate of 5 percent per annum, principal and interest being payable in annual installments.

4. On the 15th day of January, 1979, for good and valuable consideration, the defendants, Delbert E. Berry and Anna Catherine Berry, executed and delivered to the plaintiff a promissory note, under the terms of which defendants agreed to pay to the plaintiff the principal sum of \$137,970.00, with interest thereon at the rate of 8 1/2% percent per annum, principal and interest being payable in annual installments.

5. On the 15th day of January, 1979, for good and valuable consideration, the defendants, Delbert E. Berry and Anna Catherine Berry, executed and delivered to the plaintiff a promissory note, under the terms of which defendants agreed to pay to the plaintiff the principal sum of \$100,850.00, with interest thereon at the rate of 8 1/2% percent per annum, principal and interest being payable in annual installments.

6. On the 18th day of December, 1980, for good and valuable consideration, the defendants, Delbert E. Berry and Anna Catherine Berry, executed and delivered to the plaintiff a promissory note, under the terms of which defendants agreed to pay to the plaintiff the principal sum of \$20,000.00, with interest thereon at the rate of 11 percent per annum, principal and interest being payable in annual installments.

7. On the 10th day of June, 1981, for good and valuable consideration, the defendants, Delbert E. Berry and Anna Catherine Berry, executed and delivered to the plaintiff a promissory note, under the terms of which defendants agreed to pay to the plaintiff the principal sum of \$85,080.00, with interest thereon at the rate of 5 percent per annum, principal and interest being payable in annual installments.

8. The promissory notes referred to above are secured by security agreements, dated January 15, 1979, February 13, 1980, April 8, 1981, and May 17, 1982, which were duly executed and delivered by the defendants Delbert E. Berry and Anna Catherine Berry, to the plaintiff covering, among other things, the following described property owned by the defendants: 2,194 bushels of wheat and 3,300 bushels of oats.

9. The secured interest of the plaintiff in the above referenced property was perfected by the filing of financing statements on January 15, 1979, and May 8, 1981, in the records of Craig County, Oklahoma.

10. The terms and conditions of the notes and security agreements described above have been breached in that the defendants, Delbert E. Berry and Anna Catherine Berry, have failed to make the yearly installments thereon although payment has been demanded. Under the terms of said notes and security agreements, upon default in the payments due or breach of any of the conditions, plaintiff is entitled to declare the balance due and payable in its entirety and, pursuant thereto, plaintiff has

elected to declare the balance due and payable. Plaintiff alleges that there is now due and owing under the notes and security agreements, after full credit for all payments made, the principal sum of \$369,542.09, plus accrued interest in the sum of \$69,989.36 as of July 13, 1984, plus interest thereafter accruing at the rate of \$71.7104 per day.

11. By Order dated May 21, 1984, and filed May 23, 1984, the Bankruptcy Court for the Northern District of Oklahoma, in Bankruptcy Case No. 82-01101, styled In re Delbert E. Berry and Anna Catherine Berry, upon the request of the United States of America, ordered the property described above abandoned by the trustee. The order reflects that the trustee conceded that the United States' request for order to abandon should be sustained.

12. Defendants have possession and control of the 2,194 bushels of wheat and 3,300 bushels of oats.

13. Defendants as husband and wife filed their Joint Petition in Bankruptcy under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Oklahoma on the 15th day of September, 1982. Plaintiff was listed as a creditor therein and filed its claim in said case. Defendants received their discharge in said bankruptcy action. Defendants' obligation of debt to plaintiff has been discharged in bankruptcy.

14. Defendants have protected, preserved and cared for said grain in the storage facilities since the day defendants filed their petition in bankruptcy. Defendants claim they are entitled

to a storage fee for their storage, protection, preservation and care of said grain from the 16th day of September, 1982, which is the day after the filing of their petition in bankruptcy until said grain is removed from their storage facilities.

15. Plaintiff denies defendants are entitled to a storage fee for the storage of said grain, and claims the right of immediate possession of said grain. Defendants claim a lien upon the grain for its storage, care, preservation and protection. The parties further stipulate that if defendants are entitled to a storage fee, said fee would be .0008 cents per day per bushel of grain.

CONCLUSIONS OF LAW

1. The Court has subject matter jurisdiction over the parties by reason of 28 U.S.C. §1345 and has personal jurisdiction over the parties.

2. Defendants are not entitled to storage fees on the basis of their argument that the storage fees were an expense incurred by the Trustee by virtue of an alleged contract between the Trustee and Debtors since defendants have failed to produce any evidence of such an agreement.

3. Regarding storage time between the filing of the petition in bankruptcy on September 15, 1982 and the May 23, 1984 Order of abandonment of the Bankruptcy Court, such reasonable and ordinary services performed by debtors are due without compensation. Goldie v. Cox, 130 F.2d at 690, 695 (8th Cir. 1942). Though a debtor can be entitled to compensation for

extraordinary services when particularly employed for such services, Goldie v. Cox, 130 F.2d at 695, debtors have not proven they were "particularly employed" by the Trustee for such a service. Moreover, debtors' action in allowing the grain to continue being stored in their facilities during the pendency of the bankruptcy proceedings was not so extraordinary as to entitle them to compensation.

4. Upon the Bankruptcy Court's Order of May 23, 1984, ordering the property abandoned upon the request of the plaintiff, it was the debtors' action of preventing the United States from taking possession which necessitated further storage. The Trustee retained no further interest in the property. Any alleged agreement between the trustee and the debtors would not bind plaintiff to pay a storage fee to defendant debtors after order of abandonment.

5. Storage costs are a proper cost of administration when incurred by the trustee. In re D.R.U. Corset Co., 7 F.2d 617 (W.D.Pa. 1925). Debtors have failed to argue or to cite supporting authority for the proposition that expenses of preserving the estate incurred by the debtor and not contracted for with the trustee are allowed as administrative expenses pursuant to 11 U.S.C. §503(b)(1)(A).

6. Plaintiff is entitled to judgment over and against defendants for the immediate possession and replevin of 2,194 bushels of wheat and 3,300 bushels of oats.

7. Plaintiff is entitled to judgment over and against defendants on defendants' counterclaim for storage fees.

8. Consistent with the foregoing, Judgment in favor of plaintiff will be entered this date.

9. Any Finding of Fact above that might be properly characterized a Conclusion of Law is incorporated herein.

ENTERED this 23 day of August, 1985.

A handwritten signature in cursive script, reading "Thomas R. Brett". The signature is written in dark ink and is positioned above the printed name and title.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

AUG 23 1985

JACOB SILVER, CLERK
U.S. DISTRICT COURT

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

INDIAN COUNTRY, U.S.A., INC.,)
a South Dakota Corporation, and)
THE MUSCOGEE (CREEK) NATION, a)
Federally Recognized Indian Tribe,)

Plaintiffs,)

-vs.-)

THE STATE OF OKLAHOMA, *ex rel.* the)
Oklahoma Tax Commission, and the)
District Attorney for Tulsa County,)

Defendants)

No. 85-C-643-E

THE STATE OF OKLAHOMA, *ex rel.*)
David Moss, District Attorney,)

Respondent [Plaintiff],)

-vs.-)

THE MUSCOGEE (CREEK) NATION, a)
Federally Recognized Indian Tribe, *et al.*)

Petitioner [Defendant].)

No. 85-C-658-E

notice of

VOLUNTARY DISMISSAL WITHOUT PREJUDICE AS TO GARY BEAN ONLY

The Respondent [Plaintiff], THE STATE OF OKLAHOMA, *ex rel.* David Moss, District Attorney, in Case No. 85-C-658-E dismisses, without prejudice, its action against the Petitioner [Defendant] Gary Bean in Case No. 85-C-658-E. In support of this Voluntary Dismissal, the Respondent [Plaintiff], THE STATE OF OKLAHOMA, *ex rel.* David Moss, would inform the Court of the following:

1. Upon information and belief, the Petitioner [Defendant] Gary Bean is not presently employed at the Creek Nation Bingo facility.

2. No answer or motion for summary judgment has been filed by or on behalf of the Petitioner [Defendant] Gary Bean.
3. Rule 41(a)(1) of the Federal Rules of Civil Procedure

Respectfully submitted to the Court and mailed or delivered to the Petitioner [Defendant] Gary Bean, and all counsel of record, as of August 23, 1985.



Cary Clark, Esq.
Denise Graham Esq.
Attorneys for the State of Oklahoma, *ex rel.*,
the District Attorney for Tulsa County, Oklahoma.

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

FILED

AUG 22 1985

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
49.45 ACRES OF LAND, MORE OR)
LESS, SITUATE IN OSAGE COUNTY,)
STATE OF OKLAHOMA, AND)
EARL D. BACH, ET UX., AND)
UNKNOWN OWNERS,)
)
Defendants.)

CIVIL ACTION NO. 85-C-39-E

J U D G M E N T

1.

NOW, on this 22^d day of August, 1985, this matter comes on for disposition on application of Plaintiff, United States of America, for entry of judgment on a stipulation of the parties agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel, for Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in Tract No. 1203ME, as such estate and tract are described in the Complaint filed in this civil action.

3.

The Court has jurisdiction of the parties and the subject matter of this action.

4.

Service of Process has been perfected personally, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this cause who are interested in subject tract .

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein give the United States of America the right, power and authority to condemn for public use the estate described in paragraph 2 herein. Pursuant thereto, on January 16, 1985, the United States of America filed its Declaration of Taking of such described property and title to the described estate in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of a certain estate in subject tract a certain sum of money and all of this deposit has been disbursed, as set out in paragraph 12 below.

7.

The defendants named in paragraph 12 as owners of the estate taken in subject tract are the only defendants asserting any claim to such estate. All other defendants having either disclaimed or defaulted, the named defendants, as of the date of taking were the owners of the estate condemned herein, and as

such, are entitled to receive the just compensation awarded by this judgment.

8.

The owners of the estate taken in subject tract and the United States of America have executed and filed herein a Stipulation As To Just Compensation, wherein they have agreed that just compensation for the estate condemned in subject tract is in the amount shown as compensation in paragraph 12, and such Stipulation should be approved.

9.

This judgment will create a deficiency between the amount deposited as estimated compensation for the estate taken in subject tract and the amount fixed by the Stipulation As To Just Compensation, and the amount of such deficiency should be deposited for the benefit of the owners. Such deficiency is set out in paragraph 12 below.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the tract named in paragraph 2 herein, as such tract is particularly described in the Complaint filed herein; and such tract, to the extent of the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of January 16, 1985, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such estate.

11.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the estate condemned herein in subject tract were the parties whose names appear below in paragraph 12, and the right to receive the just compensation awarded by this judgment is vested in the parties so named.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulation As To Just Compensation, mentioned in paragraph 8 above hereby is confirmed; and the sum therein fixed is adopted as the award of just compensation for the estate condemned herein in subject tract, as follows:

TRACT NO. 1203ME

OWNERS: Earl D. Bach and Norma L. Bach, subject to mortgages held by Cleveland National Bank

Award of just compensation

pursuant to Stipulation -----	\$45,000.00	\$45,000.00
Deposited as estimated compensation	7,000.00	
Disbursed to owners (Bach) -----		<u>7,000.00</u>
Balance due to owners -----		\$38,000.00
Deposit deficiency	<u>\$38,000.00</u>	

13.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall deposit in the Registry of this Court in this civil action, to the credit of subject tract, the

deposit deficiency in the sum of \$38,000.00, and the Clerk of this Court then shall disburse the deposit for such tract as follows:

Jointly to: Earl D. Bach, Norma L. Bach
and Cleveland National Bank ----- \$38,000.00.

UNITED STATES DISTRICT JUDGE

APPROVED:

HUBERT A. MARLOW
Assistant United States Attorney

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

FILED

AUG 22 1985

JOHN STEVEN DELFRATE,

Plaintiff,

vs.

FRANK THURMAN, et al.,

Defendants.

No. 84-C-698-E

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

JUDGMENT

This action came on for hearing before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiff John Steven Delfrate take nothing from the Defendants Frank Thurman and B. J. Whitworth, that the action be dismissed on the merits, and that the Defendants Frank Thurman and B. J. Whitworth recover of the Plaintiff John Steven Delfrate their costs of action.

DATED at Tulsa, Oklahoma this 22^o day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 22 1985

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

EMANUEL DAN FREITUS,)
)
 Plaintiff,)
)
 vs.)
)
 CASE-AIMOLA PROPERTIES, INC.)
 d/b/a The Directory Hotel, an)
 Oklahoma corporation,)
)
 Defendant.)

No. 85-C-23-C

ORDER OF DISMISSAL

Now on this 21st day of August, 1985, the above styled matter comes on before me pursuant to the written Joint Motion for Order of Dismissal. The Court does hereby sustain said Motion and does hereby dismiss with prejudice the above styled action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled action is dismissed with prejudice.

(Signed) H. Dale Cook

U.S. DISTRICT JUDGE

APPROVED AS TO FORM:

Paul F. McFigue, Jr.
Paul F. McFigue, Jr.
Attorney for Plaintiff

Emanuel Dan Freitas
Emanuel Dan Freitas, Plaintiff

Wendell W. Clark
Wendell W. Clark
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE 22ND JUDGE
NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA,)
Plaintiff,)
vs.)
OBER W. WILLIAMS and)
MARCELINE C. WILLIAMS,)
Defendants.) CIVIL ACTION NO. 84-C-882-B

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 as to Marceline C. Williams only.

Dated this 22nd day of August, 1985.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

Hubert A. Marlow

for PETER BERNHARDT
Assistant United States Attorney
3600 United States Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 22nd day of August, 1985, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to:

Ober W. Williams
1003 East 60th Street, #321
Tulsa, Oklahoma 74105

Dan Kramer, Esq.
324 Main Mall, Suite 600
Tulsa, Oklahoma 74103

Hubert A. Marlow
Assistant United States Attorney

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

FILED

AUG 22 1985

JSJ, INCORPORATED, an Oklahoma
corporation, and JERRY W. JONES,

Plaintiffs,

vs.

SUN LIFE ASSURANCE COMPANY OF
CANADA (U.S.), COMPENSATION
PLANNING, INC. and LEANDER P.
HAMILTON,

Defendants.

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

No. 84-C-907-C

ORDER OF DISMISSAL WITH PREJUDICE

Upon Application by the parties, and for good cause shown, the Court finds that the above-styled and numbered cause of action should be dismissed with prejudice to refileing in the future.

IT IS SO ORDERED this 21 day of ^{Aug.} ~~June~~, 1985.

(Signed) H. Dale Cook

H. DALE COOK
UNITED STATES DISTRICT JUDGE

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

AUG 22 1985

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

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

No. 84-C-13-C

STIPULATION FOR DISMISSAL

COME NOW, Mark H. Iola, counsel for the Plaintiffs, and Andrew S. Hartman, counsel for H.B. Fuller Company, and show the Court that the issues between the Plaintiffs and the Defendant, H.B. Fuller Company, have been resolved.

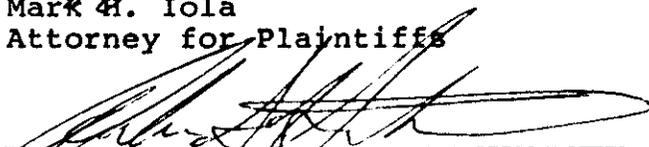
WHEREFORE, these parties pray that an Order of Dismissal with Prejudice be entered herein as the issues between them are now moot.

FILED

AUG 27 1985

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


Mark H. Iola
Attorney for Plaintiffs


Andrew S. Hartman, Attorney for
Defendant, H.B. Fuller Company

ORDER OF DISMISSAL

NOW, on this 26th day of August, 1985, the Court being advised that a resolution has been reached between the Plaintiffs and the named Defendant, H.B. Fuller Company, the Court orders that the captioned case be dismissed with prejudice as to Defendant, H.B. Fuller Company, only.

s/H. DALE COOK
UNITED STATES DISTRICT JUDGE

FILED

AUG 22 1985

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

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

CITY INSURANCE COMPANY,
Plaintiff,
vs.
OKLAHOMA DRILLING CORPORATION,
et al.,
Defendants,

No. 84-C-404-E
84-C-405-E
CONSOLIDATED

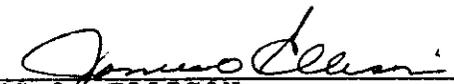
and
CITY INSURANCE COMPANY,
Plaintiff,
vs.
CLYDE PETROLEUM, INC.,
et al.,
Defendants.

JUDGMENT

This action came on for hearing before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiff City Insurance Company recover judgment of the Defendant Wachob Industries, that the contract of insurance be declared unenforceable as against Plaintiff and that Plaintiff be awarded its costs of action.

DATED at Tulsa, Oklahoma this 22nd day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED
AUG 21 1985
Jack C. Silver, Clerk
U. S. DISTRICT COURT

SHELLEY ELECTRIC, INC.,

Plaintiff,

vs.

NEWMARK-DORIC, INC.,

Defendant,

and

MID-CONTINENT CASUALTY COMPANY,

Defendant and Third Party Plaintiff,

vs.

JIMMY A. SELLERS, PATRICIA A.
SELLERS, MARILYN SPRADLIN, ROY
L. CLARK, BARBARA J. CLARK,
FRANK STAINBROOK, and RUTH
STAINBROOK, all individually,

Third Party Defendants.

NO. 85-C-198-E ✓

~~FILED~~

~~AUG 20 1985~~

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

MOTION FOR DISMISSAL

COMES now MID-CONTINENT CASUALTY COMPANY as Third Party Plaintiff by and through its attorney of record, HARLAN S. PINKERTON, JR., and moves this Honorable Court to Dismiss the Third Party Complaint as to the Third Party Defendants Without Prejudice.

MID-CONTINENT would show this Court that the action has been fully settled, adjusted and compromised.

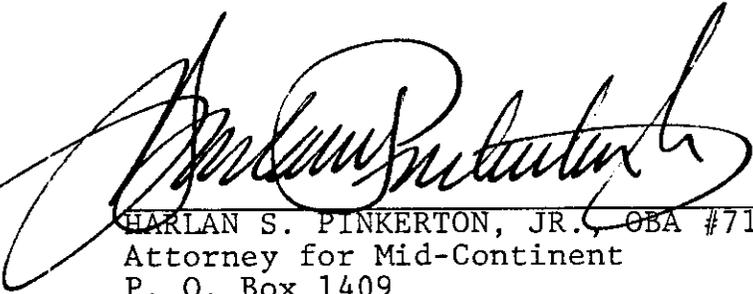
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WHEREFORE, Third Party Plaintiff prays that this matter be Dismissed Without Prejudice by a proper Order of the Court this 16th day of August, 1985.

FILED

AUG 20 1985

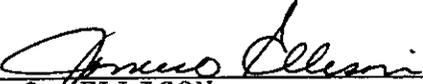
Jack C. Silver, Clerk
U. S. DISTRICT COURT



HARLAN S. PINKERTON, JR., OBA #7164
Attorney for Mid-Continent
P. O. Box 1409
Tulsa, Oklahoma 74101
Phone: (918) 587-7221

ORDER OF DISMISSAL

The above styled and numbered cause of action included within the Third Party Complaint is hereby Dismissed this 23rd day of August, 1985 upon Third Party Plaintiff's Motion for Dismissal.



JAMES O. ELLISON
United States District Judge

CERTIFICATE OF MAILING

I, HARLAN S. PINKERTON, JR., do hereby certify that a true and correct copy of the above and foregoing Motion for Dismissal was forwarded by ~~certified~~ regular United States Mail, with postage thereon prepaid this 20 day of August, 1985 to: David E. Kumpe, 2200 Fourth National Building, Tulsa, Oklahoma 74119, James E. Weger, 201 West 5th Street, Suite 400, Tulsa, Oklahoma 74103.



HARLAN S. PINKERTON, JR., OBA #7164
Attorney
P. O. Box 1409
Tulsa, Oklahoma 74101
Phone: (918) 587-7221

FILED

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

AUG 21 1985

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

CELERON OIL AND GAS COMPANY,)
 a corporation,)
)
 Plaintiff,)
)
 vs.)
)
 COLORADO INTERSTATE GAS COMPANY,)
 a corporation,)
)
 Defendant.)

85 - (- 732 - 13 ✓
 CIVIL ACTION M-31

AGREED DISCOVERY ORDER

On or about July 28, 1985, Celeron caused to be served upon MAPCO a subpoena and a subpoena duces tecum, requesting that MAPCO produce certain documents and designate certain individuals to provide testimony thereon. On or about August 7, 1985, MAPCO responded by filing its Motion to Quash or Modify. As used herein, the terms "MAPCO" and "CIG" shall include all subsidiaries and affiliates thereof. In order to resolve the afore-described dispute and to permit discovery to move forward, MAPCO and Celeron propose the following Agreed Discovery Order:

I.

MAPCO will produce documents and testimony responsive to Celeron's subpoena and subpoena duces tecum as follows:

A. MAPCO shall produce documents relating to hydrocarbons produced from the Panhandle Field for the account of Colorado Interstate Gas Company ("CIG"), only;

B. MAPCO shall commence producing documents responsive to this Order as soon as is practicable after this Order is executed by both Celeron and MAPCO, but in no event later than one week from the date of such execution;

C. Not sooner than fourteen (14) days after Celeron has completed its examination of documents produced by MAPCO pursuant to this Order, MAPCO shall produce for deposition, at the offices of MAPCO, the following persons, whom MAPCO hereby designates to testify in response to Celeron's subpoena: Nancy Hampton; Oscar Wantiez; and Ken Pouland; and

D. Celeron shall pay MAPCO, MAPCO's personnel costs incurred in searching for and producing documents responsive to this Order at the rates paid by MAPCO, and, MAPCO's costs of reproducing all documents requested by Celeron, also at MAPCO's cost, promptly upon invoice by MAPCO.

II.

The documents to be produced by MAPCO to Celeron in response to Celeron's subpoena duces tecum are as follows:

1. All contract and amendments thereto which are covered by Document Request No. 1; and, MAPCO shall, as soon as practicable, undertake an examination of the contract files relating to these contracts and shall produce the same for inspection and copying at a time to be agreed by both Celeron and MAPCO.

2. In response to Document Request No. 2, MAPCO shall produce all agreements, contracts and amendments thereto.

3. In response to Document Request No. 3, MAPCO shall produce MAPCO's plant daily report, and plant meter tickets for each of its plants producing hydrocarbons or processing hydrocarbons for the account of CIG (denominated MAPCO Form MA2-11-84 or its predecessor form and/or forms), the chromatographic analyses performed by Nancy Hampton, and, samples of other forms used in MAPCO's plants.

4. In response to Request No. 4, MAPCO shall produce its filings with the Texas Railroad Commission, and its severance tax reports relative to hydrocarbons produced for the account of CIG; and, samples of state or federal filings, if any, from MAPCO's facility at Conway, Kansas.

5. In response to Request No. 5, MAPCO will produce relevant documents relating to hydrocarbons produced or processed for CIG's account, as follows:

A. All facility descriptions, schematic drawings, and facility's maps for oil well and/or lease productions and separation facilities;

B. All maps currently available to MAPCO regarding gas transmission in the Panhandle Field, or showing any of the other data sought on Request No. 5(B).

C. All documents responsive to this request shall have been furnished in response to the foregoing request, 5(B).

D. MAPCO shall produce the purchase tickets for the field drip, from UPG Falco, and other data predating UPG Falco's purchase of field drip liquids, if available.

E. MAPCO shall produce plant operating manuals for each of its plants.

F. MAPCO shall produce the Hampton chromatigraphic analyses, and any other analyses found in file search for other documents sought.

G. None of the information sought in Request 5(G) can be provided by MAPCO because MAPCO does not have such documents.

H. MAPCO shall produce plant meter tickets, hereinbefore described as MAPCO Form MA2-11-84.

I. MAPCO shall produce the Hampton chromatigraphic analyses described hereinbefore.

J. MAPCO shall produce its reports filed with the Texas Railroad Commission.

K. MAPCO shall produce its plant operating manuals, performance tests, photographs as available, and MAPCO's daily plant log for each plant.

6. MAPCO hereby refers Celeron to Consolidated Natural Gas (CNG) for any data sought in connection with Request Nos. 6 and 7 inasmuch as such documents, if any, are no longer in MAPCO's possession.

Finally, MAPCO hereby disclaims and specifically does not warrant the accuracy of any of the data provided to Celeron by MAPCO pursuant to this Order, which was originally provided to MAPCO by either UPG Falco or Colorado Interstate Gas. This Order does not purport to cover all discovery which may be sought from MAPCO by Celeron, but is rather intended by the

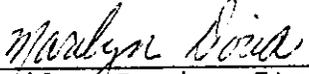
parties to structure the commencement of discovery in a manner conducive to Celeron's discovery schedule and MAPCO's personnel requirements. Additional discovery of MAPCO by Celeron shall be the subject of further discussions between counsel for the parties, or court action, as appropriate.



Judge of the District Court

Agreed as to form and content.

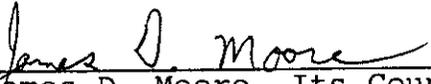
CELERON OIL AND GAS COMPANY,
a corporation

By 

Marilyn Doria, Its Counsel

and

MAPCO INC.

By 

James D. Moore, Its Counsel

entered

FILED

AUG 21 1985

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

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

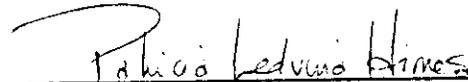
CRAYTON O. BOLTON,)
)
 Plaintiff,)
)
 vs.)
)
 EDDIE JACK MILES, Executor)
 of the Estate of Marchmont)
 Miles, Deceased,)
)
 Defendant,)
)
 vs.)
)
 JACK SHOEMATE, Superintendent)
 of the Osage Indian Agency,)
 and WILLIAM P. CLARK,)
 Secretary of the Interior,)
)
 Third-Party Defendants.)

No. 85-C-56-E

STIPULATION OF DISMISSAL

The plaintiff, Crayton O. Bolton, the defendant,
Eddie Jack Miles, Executor of the Estate of Marchmont Miles,
and the third-party defendants, Jack Shoemate, Superintendent
of the Osage Indian Agency, and William P. Clark, Secretary
of the Interior, pursuant to Rule 41(a)(1) of the Federal Rules

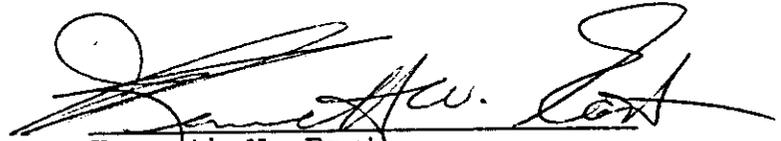
of Civil Procedure, hereby stipulate to the dismissal of this action without prejudice to future action.


Patricia Ledvina Himes

WADDEL & BUZZARD
1500 One Boston Plaza
20 East 5th Street
Tulsa, Oklahoma 74103
(918) 583-5985

for Matthew J. Kane
KANE, KANE, WILSON & MATTINGLY
Law Office Building - Box 1019
Pawhuska, Oklahoma 74056

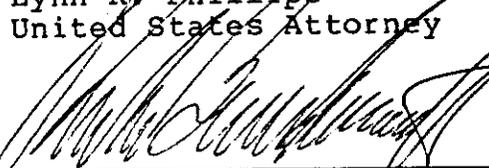
ATTORNEYS FOR PLAINTIFF


Kenneth W. East
EDGAR, EAST, FLASCH & ASSOCIATES
11740 East 21st Street, Suite 1
Tulsa, Oklahoma 74129

(918) 834-2600

ATTORNEYS FOR DEFENDANT

United States of America
Lynn R. Phillips
United States Attorney


Peter Bernhardt
Assistant U. S. Attorney
460 U. S. Courthouse
Tulsa, Oklahoma 74103

(918) 581-7463

ATTORNEYS FOR THIRD PARTY
DEFENDANTS

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 O.K. GRAIN, a division of)
 CONAGRA, INC., OKLAHOMA-KANSAS)
 GRAIN CORPORATION, and)
 COLLINSVILLE LIVESTOCK)
 EXCHANGE,)
)
 Defendants.)

FILED

AUG 20 1985

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

CIVIL ACTION NO. 85-C-58-C

DEFAULT JUDGMENT

This matter comes on for consideration this 20 day of August, 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, Collinsville Livestock Exchange, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Collinsville Livestock Exchange, was served with a Summons and Amended Complaint on April 9, 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, Collinsville Livestock Exchange, for the principal sum of \$8,900.00, plus interest, plus costs of this action.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

FILED

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

AUG 20 1985

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

WILLIAMS PIPELINE COMPANY,)

Plaintiff,)

vs.)

No. 84-C-291-C

OIL, CHEMICAL AND ATOMIC)
WORKERS INTERNATIONAL UNION;)
OIL, CHEMICAL AND ATOMIC)
WORKERS INTERNATIONAL UNION,)
LOCAL NO. 5-348; and)
TIMOTHY GILLESPIE,)

Defendants.)

J U D G M E N T

This action came on for trial before the Court upon stipulation of the arbitrator's record for judicial review and the issues having been duly tried and a decision having been duly rendered,

IT IS SO ORDERED AND ADJUDGED that Plaintiff's, Williams Pipeline Company, complaint should be and hereby is dismissed and costs shall be assessed against plaintiff upon proper presentation of documentation to the Clerk of the Court. As to defendants, Oil Chemical Atomic Workers International and Local Union and Timothy Gillespie, counterclaim the Court finds that the award rendered by Arbitrator Barnhart was within the scope of his authority under the contract and draws its essence from it.

Judgment is hereby entered in favor of defendants and against plaintiff on plaintiff's complaint and in favor of defendants and against plaintiff on defendant's counterclaim.

IT IS SO ORDERED this 20th day of August, 1985.


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

entered
JH

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA)
)
 Plaintiff)
)
 vs.)
)
 JANICE M. STEELE, BOARD OF)
 COUNTY COMMISSIONERS, Nowata)
 County, Oklahoma, and COUNTY)
 TREASURER, Nowata County,)
 Oklahoma,)
 Defendants)

AUG 19 1985

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

CIVIL ACTION NO. 85-C-485-E ✓

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 16th
day of August, 1985. The Plaintiff appears by Layn
R. Phillips, United States Attorney for the Northern District
of Oklahoma, through Nancy Nesbitt Blevins, Assistant United
States Attorney; the Defendants, Board of County
Commissioners, Nowata County, Oklahoma, and County
Treasurer, Nowata County, Oklahoma, appear by their
attorney, Craig D. Corgan, District Attorney, Nowata County,
Oklahoma, through Frank W. Rollow, Assistant District
Attorney; and the Defendant, Janice M. Steele, appears pro
se.

The Court, being fully advised and having examined
the file herein, finds that Defendant, County Treasurer,
Nowata County, Oklahoma, acknowledged receipt of Summons and
Complaint on May 16, 1985; and that Defendant, Janice M.
Steele acknowledged receipt of Summons and Complaint on June
3, 1985.

It appears that the Defendants, Board of County Commissioners, Nowata County, Oklahoma, and County Treasurer, Nowata County, Oklahoma, filed their Answer herein on May 22, 1985 and that the Defendant, Janice M. Steele, filed her Disclaimer herein on June 10, 1985.

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

Lots 1, 2, 3, and 4 in Block 10, Park Place Addition to the City of Nowata, Oklahoma.

THAT on October 30, 1978, Janice M. Steele, and James H. Steele, executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$20,000.00, payable in monthly installments, with interest thereon at the rate of eight and one-half (8-1/2) percent per annum.

That as security for the payment of the above-described note, Janice M. Steele, and James H. Steele, executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated October 30, 1978, covering the above-described property. Said mortgage was recorded on October 30, 1978, in Book 500, Page 749, in the records of Nowata County, Oklahoma.

The Court further finds that James H. Steele has been released from personal liability for the note and mortgage described above.

The Court further finds that the promissory note described above is subject to an Interest Credit Agreement dated June 24, 1981, executed and delivered by Janice M. Steele to the United States of America, acting through the Farmers Home Administration, and an Interest Credit Agreement dated June 28, 1983, executed and delivered by Janice M. Steele to the United States of America, acting through the Farmers Home Administration.

The Court further finds that on July 28, 1983, Janice M. Steele executed and delivered to the United States of America, acting through the Farmers Home Administration, a Reamortization and/or Deferral Agreement, pursuant to which the entire unpaid balance of \$21,449.17 as of June 28, 1983, was made principal.

The Court further finds that Defendant, Janice M. Steele, made default under the terms of the aforesaid note, mortgage, Interest Credit Agreements, and Reamortization and/or Deferral Agreement by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof, the Defendant, Janice M. Steele, is indebted to the Plaintiff in the principal sum

of \$21,520.99, plus accrued interest of \$1,706.51 as of January 10, 1985, plus interest accruing thereafter at the rate of \$5.0018 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, Nowata County, Oklahoma, has a lien on the property which is the subject of this action by virtue of ad valorem taxes for the year 1984 in the amount of \$106.26, plus applicable penalties and interest. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, County Treasurer, Nowata County, Oklahoma, has a lien on the property which is the subject of this action by virtue of personal property taxes for the year 1983 in the amount of \$24.61, and in the amount of \$29.61 for the year 1984. Said lien is inferior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against Defendant, Janice M. Steele, in the principal sum of \$21,520.99, plus accrued interest of \$1,706.51 as of January 10, 1985, plus interest thereafter at the rate of \$5.0018 per day until judgment, plus interest thereafter at the current legal rate of 8.18 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Janice M. Steele, 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 appraisal, 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 the costs of the sale of the subject real property;

Second:

In payment of the lien of the Defendant, County Treasurer, Nowata County, Oklahoma, in the amount of \$106.26 for ad valorem taxes which are presently due and owing on said real property, plus applicable penalties and interest;

Third:

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

Fourth:

In payment of the Defendant, County Treasurer Nowata County, Oklahoma, in the amount of \$54.22 for personal property taxes which are currently due and owing.

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

FILED

AUG 19 1985

JOHN B. HULL

Plaintiff,

vs.

STANLEY STEEMER INTERNATIONAL
INC.

Defendant.

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

NO. 85-C-20-B

DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, John B. Hull, and dismisses the
Petition filed in the above-styled and numbered cause with preju-
dice as against the Defendant, Stanley Steemer International,
Inc..

By Robert E. McCormack

Robert E. McCormack
Suite 100, 113 West Dawes
Bixby, Oklahoma 74008
(918) 366-4949

Attorneys for Plaintiff

CERTIFICATE OF MAILING

16th I, Robert E. McCormack, do hereby certify that on the
day of August, 1985, I caused to be mailed a true and correct
copy of the above and foregoing instrument, proper postage thereon
prepaid, to:

R. Hayden Downie
Pamela L. Dowell
Sneed, Lang, Adams
Hamilton, Downie & Barnett
114 East 8th, 6th Floor
Tulsa, Oklahoma 74119.

Robert E. McCormack
Robert E. McCormack

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

FILED

AUG 19 1985

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

RANDY ABERCROMBIE,)
)
)
 Plaintiff,)
)
)
 v.)
)
)
 CITY OF CATOOSA, OKLAHOMA, a)
)
)
 municipal corporation; MAYOR)
)
)
 CURTIS CONLEY, and POLICE CHIEF)
)
)
 BENNY DRICK,)
)
)
 Defendants.)

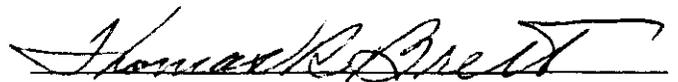
No. 84-C-55-B

J U D G M E N T

This action came on before the Court on defendants' motion for summary judgment, and the issues having been fully heard and defendants, Mayor Curtis Conley and the City of Catoosa, Oklahoma, having been dismissed from the action by order of this Court on April 8, 1985, and a final judgment having been entered herein with regard to the remainder of the action against defendant Police Chief Benny Dirck on July 31, 1985,

IT IS ORDERED AND ADJUDGED that the plaintiff take nothing as against defendant City of Catoosa, Oklahoma and defendant Mayor Curtis Conley, that the action as to said two defendants be dismissed on the merits and that defendants City of Catoosa, Oklahoma and Mayor Curtis Conley recover of the plaintiff, Randy Abercrombie, their costs of action upon compliance with Local Rule 6(e).

Dated at Tulsa, Oklahoma, this 19th day of August, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

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

AUG 19 1985

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

AMERICAN GAS AND OIL INVESTORS)
LIMITED,)
)
Plaintiff,)
)
vs.)
)
B-C OIL AND GAS CO.,)
et al.,)
)
Defendants.)

No. 83-C-1038-E

No. M-1135

ORDER

This matter is now before the Court upon the supplemental briefs of the parties with regard to the dismissal or the transfer of this action.

This action was originally filed in the United States District Court for the Northern District of Oklahoma against Defendants B-C Oil and Gas Co., W. F. B. Petroleum, Inc., S. R. C. Inc., Willard F. Bunker, and Sidney R. Clarke. The complaint alleged violations of the securities laws, the Racketeer Influenced and Corrupt Organizations Act, and common law fraud and negligence and breach of contract. The action involved a sale of certain interest in oil and gas investments made to the Plaintiff by Bunker Exploration, acting as the manager and agent of the Defendant B-C Partnership. Bunker Exploration was not named as a defendant because it had previously filed a petition for bankruptcy in the Western District of Oklahoma.

On the same date the Plaintiff herein filed an adversary action in the Western District Bankruptcy Court against Bunker

Exploration Co. The allegations in that action involved the same transaction as that involved in this suit.

The Defendants herein moved to dismiss this action for improper venue, and urged consolidation of this action with the adversary proceeding against Bunker Exploration. Subsequently, on the 27th of February, 1984, a voluntary petition was filed by W. F. B. Petroleum, Inc. in the United States Bankruptcy Court for the Western District of Oklahoma.

On March 26, 1984, Defendant W. F. B. Petroleum, Inc. filed an application for removal, pursuant to 28 U.S.C. § 1478, in the United States Bankruptcy Court for the Northern District of Oklahoma. In this application the Defendant alleged that the Bankruptcy Court had jurisdiction under the provisions of 28 U.S.C. § 1471(b), in that the Plaintiff sought to recover damages from the debtor. Subsequent to the removal, this Court entered a dismissal without prejudice.

On May 7, 1984, the Plaintiff filed a motion to reconsider and/or vacate this Court's order dismissing this action. After oral arguments on the matter, this Court granted Plaintiff's motion and vacated its order of dismissal. The parties were given additional time within which to file supplemental briefs with regard to the proper jurisdiction and venue of this action.

Defendants S. R. C., Inc. and Clark urged this Court to transfer this action to the United States District Court for the

Western District of Oklahoma pursuant to 28 U.S.C. § 1404.¹ The Plaintiff, in its response, does not contest the transfer of this action to the Western District of Oklahoma, but urges this Court to clearly reflect in its order that such transfer is to the district court as opposed to the bankruptcy court. The Plaintiff resubmits its arguments that the Bankruptcy Court for the Northern District of Oklahoma did not have jurisdiction over this action at the time of the transfer order.

At the time this action was removed to the bankruptcy court, jurisdiction rested in the district court, pursuant to 28 U.S.C. § 1471. Pursuant to Northern Pipeline Co. v. Marathon Pipeline Co., 458 U.S. 50, 102 S.Ct. 2858, 73 L.Ed.2d 598 (1982), non-article III judges such as those of the bankruptcy court could not constitutionally exercise the broad jurisdiction conferred by § 1471(b) over matters "related to" bankruptcy. In response to this decision, district courts adopted local emergency rules which provided that district judges would oversee the bankruptcy court in related proceedings, and that the district court itself would enter orders and judgments in connection with such proceedings. In essence, the district court became the bankruptcy court for these purposes.

¹The Defendant Willard Bunker argued that this Court's dismissal was proper. This Defendant was dismissed by the Plaintiffs pursuant to a settlement agreement on the 21st of February, 1985.

Title 28 U.S.C. § 1478, then in effect, provided for the removal to the bankruptcy court of actions originally filed in state courts and federal district courts, over which the bankruptcy court had jurisdiction. Under § 1471, as construed after the decision in Northern Pipeline Construction Co. v. Marathon, and pursuant to the interim rule adopted by the Tenth Circuit Judicial Council, the district courts retain primary jurisdiction over bankruptcy matters.

The Plaintiff argues that, under Marathon, the Bankruptcy Court did not have the power to oust this Court of jurisdiction which was suggested by then section 1478. Any orders entered by the Bankruptcy judge would be void.

This Court finds that jurisdiction was properly with the District Court at the time of the transfer from the Northern to the Western District, that a "removal" under section 1478 from this Court could not be affected, and that the order of transfer is void.

The Court also finds, however, that a transfer of venue from the Northern District of Oklahoma to the Western District would be proper, pursuant to the arguments of Defendants, and that, there being no objection by Plaintiff, such transfer should be ordered.

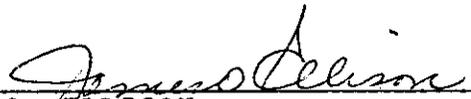
IT IS THEREFORE ORDERED AND ADJUDGED that the application of Plaintiff to allow review of an interlocutory order under 28 U.S.C. § 1334(b), be, and the same is hereby granted.

IT IS FURTHER ORDERED that the order of transfer of this proceeding by the Bankruptcy Court for the Northern District of

Oklahoma to the Western District Bankruptcy Court was void.

IT IS FURTHER ORDERED that the motion of Defendants to transfer be, and the same is hereby granted, and that the Clerk transfer the records to the United States District Court for the Western District of Oklahoma.

So ORDERED this 16TH day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

entered
FILED

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

AUG 19 1985

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

WILBUR CUNNINGHAM,)
)
Plaintiff,)
)
vs.)
)
CELOTEX CORPORATION, et al.,)
)
Defendant.)

No. 84-C-471-E

JUDGMENT DISMISSING ACTION BY
REASON OF SETTLEMENT

The Court having been advised by counsel that this action has been settled, or is in the process of being settled. 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 days if settlement has not been completed and further litigation is necessary.

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

Dated this 16th day of August, 1985.

James O. Ellison
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

PH

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

entered
FILED *h*

JASON GEORGE,
Plaintiff,
vs.
HISSOM MEMORIAL CENTER, et al.,
Defendants.

AUG 19 1985
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

This action came on for hearing before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiff Jason George take nothing from the Defendants Wayne Finik and Bruce Lytle, that the action be dismissed on the merits as to these Defendants and that the Defendants recover of the Plaintiff Jason George their costs of action.

DATED at Tulsa, Oklahoma this 16th day of August, 1985.

James O. Ellison

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 16 1985

QUALITY EXPLORATION INC. &
ARMELLINI ENGINEERING, INC.

Plaintiff(s),

vs.

EVANS EXPLORATION CORP.

Defendant(s).

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

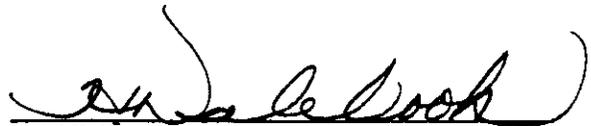
No. 81-C-705-C

ADMINISTRATIVE CLOSING ORDER

The Defendant having filed its 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 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 15th day of August, 19 85.


UNITED STATES DISTRICT JUDGE
H. DALE COOK

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

F I L E D

AUG 16 1985

RAM PIPE, INC., A)
Texas Corporation,)
)
Plaintiff,)
)
vs.)
)
WARD FOURCO, INC., An)
Oklahoma Corporation,)
)
Defendant.)

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

No. 84-C-412-C

ORDER

NOW, before me, the undersigned Judge, on this 13th day of February, 1985, comes a Motion to Dismiss on behalf of the Defendant. After due consideration, the Court finds that the Motion of the Defendant should be granted and the cause dismissed with prejudice to the Plaintiff on the grounds that Plaintiff has failed to prosecute this claim and has failed to obey the Scheduling Order entered in this case.

BE IT SO ORDERED.

DATED this 15th day of August, 1985.

s/H. DALE COOK
UNITED STATES DISTRICT COURT JUDGE

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the ____ day of August, 1985, he mailed a true and correct copy of the above and foregoing Order, postage fully prepaid, to Mr. Otto A. Ritter, Registered Service Agent for Plaintiff, 404 North Green Street, Longview, Texas 74606.

CURTIS A. PARKS

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA **F I L E D**

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

GLEN A. ROBINSON,)

Defendant.)

AUG 16 1985

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

CIVIL ACTION NO. 85 C 468-C

DEFAULT JUDGMENT

This matter comes on for consideration this 15th day of August, 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, Glen A. Robinson, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Glen A. Robinson was served Summons and Complaint on June 28, 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, Glen A. Robinson, for the principal sum of

\$532.30 as of August 1, 1980, plus interest thereafter
at the rate of 4 percent per annum until paid, plus
costs of this action.

s/H. DALE COOK
UNITED STATES DISTRICT JUDGE

FILED

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

AUG 15 1985

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

BETTY ABSHIRE,

Plaintiff,

vs.

No. 85-C-184-C

MICHAEL W. PENNY, FRED E. WYANT,
COY JOHNSON, individuals,
d/b/a HOLIDAY INN OF ADA, and
HOLIDAY INNS, INC., a
Tennessee corporation,

Defendants.

J U D G M E N T

This matter came on before the Court for determination of defendant Holiday Inns, Inc.'s motion for summary judgment and the issues having been duly considered and a decision having been rendered in accordance with the Order filed simultaneously herein,

It is Ordered and Adjudged that plaintiff take nothing as against defendant Holiday Inns, Inc., and that the action be dismissed on the merits as to defendant Holiday Inns, Inc. only. Parties are to bear their own costs and attorney fees.

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


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

FILED

AUG 15 1985

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

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

MARJORIE W. GALBRAITH,

Plaintiff,

vs.

JAMES M. FLANAGAN AND
AVIATION ASSURANCE AGENCY,
BY GALBRAITH & DICKENS,
AN OKLAHOMA CORPORATION,

Defendants.

Case No. 85-C-241-B

ORDER

This matter comes on before the above designated court on plaintiff's Motion to Dismiss. After due consideration of said Motion it is the finding of this court that plaintiff's claim should be and hereby is dismissed without prejudice.

IT IS SO ORDERED.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

rm AUG 15 1985

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

JOHN F. EVANS, and)
LETITIA SERPAS,)
)
Plaintiffs,)
)
vs.)
)
TWENTY-EIGHT THOUSAND DOLLARS)
(\$28,000) IN U. S. CURRENCY,)
)
Defendant.)

No. 85-C-358-C ✓

O R D E R

Now before the Court for its consideration is the motion of plaintiffs, John F. Evans and Lititia Serpas, for return of the \$28,000 seized by federal agents and the motion of the government for costs of the proceedings.

On May 31, 1985, the Court conducted an evidentiary hearing into the facts giving rise to plaintiffs' motion. At the hearing Letitia Serpas testified under oath that she had plead guilty in a federal district court in California of violation of 21 U.S.C. §848, continuing criminal enterprise. She further testified that the currency involved herein was proceeds from her illegal drug transactions. Plaintiff Serpas testified she was claiming no interest in the currency, that it belonged to John Evans and she had intended to transmit it to him on July 23, 1985, the following day.

At the conclusion of the testimony the Court directed the parties to brief the issue of whether plaintiff Evans has a

legally cognizable interest in the subject currency such that it should be turned over to him.

Circuit courts have recognized that a party seeking to challenge the government's forfeiture of money or property used in violation of federal law must first demonstrate an interest in the seized item sufficient to satisfy the court of its standing to contest the forfeiture. See e.g., U.S. v. \$364,960, 661 F.2d 319 (5th Cir. 1981); U.S. v. 1945 Douglas Aircraft, 604 F.2d 27 (8th Cir. 1979); and U.S. v. \$15,500, 558 F.2d 1359 (9th Cir. 1977).

Plaintiff Evans first alleges that he has a legal right to the money because it was effectively assigned to him by Serpas prior to its seizure by governmental agents. Further, that the assignment gave rise to an equitable interest in the currency. Where, as here, the party challenging forfeiture is not the person in possession at the time the property was seized but instead purports to be the assignee of that person, the requirements for establishing standing are twofold. First, the claimant must show that the assignment was valid in that it effectively conveyed an interest in the property and, second, that the assignor held a valid ownership interest in the seized property at the time of the assignment. U.S. v. \$364,960, supra at pp 326-327. Assuming, arguendo, that Serpas had perfected a valid assignment, nevertheless, Evans' interest in the money would fail since he could acquire no greater interest in it as assignee than the assignor had at the time of the assignment. Serpas did not have a valid ownership interest at the time of the assignment.

She had been indicted in two federal district courts on drug trafficking charges prior to its seizure; she has admitted the cash was proceeds of that illegal activity and although she denied any interest in the money, she admits that if she had an interest it would be forfeitable to the United States. She plead guilty to violation of 21 U.S.C. §848 continuing criminal enterprise prior to Evans filing his Petition for Remission. 21 U.S.C. §848(2) provides:

Any person who is convicted under paragraph (1) of engaging in a continuing criminal enterprise shall forfeit to the United States (A) the profits obtained by him in such enterprise. (emphasis added).

The relevant forfeiture provision at the time Evans filed his Petition for Remission was 21 U.S.C. §881 which provides:

All moneys, negotiable instruments, securities, or other things of value furnished or intended to be furnished by any person in exchange for a controlled substance in violation of this subchapter, all proceeds traceable to such an exchange, and all moneys, negotiable instruments, and securities used or intended to be used to facilitate any violation of this subchapter [shall be subject to forfeiture to the United States], except that no property shall be forfeited under this paragraph, to the extent of the interest of an owner, by reason of any act or omission established by that owner to have been committed or omitted without the knowledge or consent of that owner.

The statute provides that the proceeds are forfeitable upon a probable showing that the currency was the proceeds of drug trafficking. In this instance Serpas has never challenged the forfeitability or her acquisition of the currency. Since she did not hold, nor has she contested the validity of her ownership interest, she could not convey a "valid ownership interest in the

seized property at the time of the assignment." U.S. v. \$364,960, supra at 327.

The government cites 21 U.S.C. §853(a)(3) as the applicable criminal forfeiture statute. Further, government argues that this statute provides a mandatory forfeiture that relates forfeiture back to the commission of the illegal act. Government's reliance on 21 U.S.C. §853(a)(3) is misplaced. This statute was enacted as part of the 1984 Comprehensive Crime Control Act, effective October 12, 1984. The seizure occurred on July 22, 1983, and Evans filed his Petition for Remission on September 5, 1983. The forfeiture statute in effect at the relevant time was 21 U.S.C. §881. The doctrine of "relation back" is not applicable to §881. This statute provides for permissive forfeiture, not mandatory forfeiture. See, U.S. v. \$13,000, 733 F.2d 581 (8th Cir. 1984). The case of U.S. v. Stowell, 131 U.S. 1 (1890) established the doctrine of "relation back." As to that doctrine's application to 21 U.S.C. §881, the Eight Circuit has stated:

Unlike the forfeiture statute in Stowell (citation omitted) which mandatorily required that upon commission of a specific act certain property 'shall be forfeited' the forfeiture statute in this case is not mandatory. 21 U.S.C. §881 provides that 'the following shall be subject to forfeiture to the United States.' Because 21 U.S.C. §881 is a permissive forfeiture statute, we find the doctrine of relation back inapplicable.

Since the statute provides for permissive forfeiture, a probable cause hearing was required to determine any interest claimed in the property. U.S. v. \$13,000 supra at 584. However, even under these requirements Evans' alleged equitable interest in the

currency fails for two reasons. First, as delineated above, Serpas did not have a valid ownership interest to convey. Second, Evans was not an "innocent" prospective recipient of the currency. Evans knew or should have known the currency was the proceeds of illegal activities. At the evidentiary hearing before this Court, Evans testified that although he had no actual knowledge of Serpas' drug transactions or the cash as being illegal proceeds, he did admit being sufficiently suspicious to conduct inquiries into the propriety of his accepting large sums of cash for his legal services from his colleagues and the Florida Bar Association. This testimony raises the inference that he knew or should have known the nexus of the money and illegal activities.

The cases cited by Evans which support legal or equitable interests arising out of contractual rights, lienholder interests, secured interests, or innocent purchaser's are not persuasive authority for the subject action.

In order to have a legal right to the seized property plaintiff Evans must have proved a legally cognizable interest in it. Plaintiff Evans possessed a mere expectation, a future or contingent interest. At any point in time plaintiff Serpas could have decided not to transmit the subject currency to Evans in Florida. If Serpas had elected instead to use it to purchase an automobile, Evans would have no cause of action against the car dealer from which it was purchased.

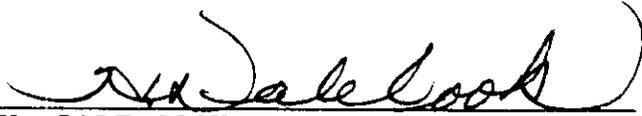
The Court finds plaintiff Evans has not established a legally recognizable right to the \$28,000 in United States currency seized by federal agents on July 22, 1983.

The Court next considers the government's motion for costs: Government requests the award of cost as the "prevailing party." Plaintiffs respond that due to government's dilatory delay in instituting forfeiture proceedings, they have expended large sums of money for a determination of his interest in the currency. Plaintiffs contend that to award cost to the government would result in injustice.

The Court finds there is not de facto forfeiture under 21 U.S.C. §881. The circuit courts have held that §881 provides for permissive forfeiture upon probable cause showing that the property was involved in illegal activity. U.S. v. \$13,000, supra. The courts have held that procedural due process requires prompt referral to the U.S. Attorneys Office to perfect forfeiture. Administrative delays caused by a Petition of Remission does not excuse government's dilatory action absent consent to delay by the claimant. White v. Acree, 594 F.2d 1385 (10th Cir. 1979). Therefore, the Court denies government's request for costs of the proceedings.

Therefore, it is the Order of the Court that plaintiffs, Letitia Serpas and John Evans, motion for return of the \$28,000 is denied. The government's motion for costs is denied.

IT IS SO ORDERED this 15 day of August, 1985.


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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 15 1985

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

WILLIAM E. BROCK, Secretary of)
Labor, United States Department)
of Labor,)

Plaintiff,)

v.)

AERLEX CORPORATION, a)
Corporation and RICHARD A.)
JOHNSON, an Individual,)

Defendants,)

CIVIL ACTION

FILE NO.

85 - C - 758 - B

CONSENT JUDGMENT

Plaintiff has filed his complaint and defendants have waived their defenses and have agreed to the entry of judgment without contest. It is, therefore, upon motion of the plaintiff and for cause shown, it is hereby

ORDERED, ADJUDGED and DECREED that defendants, their officers, agents, servants, employees and all persons in active concert or participation with them be and they hereby are permanently enjoined and restrained from violating the provisions of Sections 6 and 15(a)(2), 7 and 15(a)(2), 11(c) and 15(a)(5), and 12(c) and 15(a)(4) of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201, et seq., hereinafter referred to as the Act, in any of the following manners:

I

Defendants shall not, contrary to Sections 6 and 15(a)(2) of the Act, 29 U.S.C. §§ 206 and 215(a)(2), pay any employee who is engaged in commerce or in the production of goods for commerce, or who is employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at a rate less the minimum hourly rates required by Section 6 of the Act.

II

Defendants shall not, contrary to Sections 7 and 15(a)(2) of the Act, 29 U.S.C. §§ 207 and 215(a)(2) employ any employee in commerce or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than forty (40) hours, unless the employee receives compensation for his employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which he is employed.

III

Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the Act, 29 U.S.C. §§ 211(c) and 215(a)(5), fail to make, keep and preserve adequate and accurate records of the persons employed by them, and the wages, hours and other conditions and practices of employment maintained by them as prescribed by regulations issued by the Administrator of the Employment Standards

Administration, United States Department of Labor (29 C.F.R. Part 516).

IV

Defendants shall not, contrary to Sections 12(c) and 15(a)(4) of the Act, 29 U.S.C. §§ 212(c) and 215(a)(4), employ any oppressive child labor, as such term is defined in Section 3(1) of the Act, 29 U.S.C. § 203(1), in commerce or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the Act.

It is further ORDERED, ADJUDGED and DECREED that defendants be, and they hereby are, enjoined and restrained from withholding payment of minimum wages and overtime compensation in the total amount of \$25,816.59, which the Court finds is due under the Act to defendants' employees named in Exhibit "A" attached hereto in the amounts indicated for the period of August 1983 to August 1985.

To comply with this provision of the judgment, defendants within 45 days from the entry of this judgment, shall deliver to each employee by certified check or cashier's check the amount of backwages due such employee less social security and income tax deductions. Within a reasonable time after delivery, defendants shall submit to the United States Department of Labor, Employment Standards Administration, Wage and Hour Division, Dallas Regional Office, 525 Griffin Street, Suite 506, Dallas, Texas 75202, a

fully-executed "Receipt of Payment of Backwages," Form W-H 58, or an equivalent thereof, for each of the paid employees. Within 60 days from entry of this judgment, the defendants, shall deliver to the plaintiff at the above address a cashier's or certified check payable to "Employment Standards Administration - Labor" in the total amount due to all employees who cannot be located, or who refuse to accept or cannot be paid for any reason, less social security and income tax deductions, the proceeds of which check the plaintiff shall distribute to the employees. Any net sums which within one year after the payment pursuant to this judgment by the plaintiff, have not been distributed to such employees, or to their estate if necessary, because of plaintiff's inability to locate the proper persons, or because of their refusal to accept such sums, shall be deposited with the clerk of this Court who shall forthwith deposit such money with the Treasurer of the United States pursuant to 28 U.S.C. § 2041.

It is further ORDERED, that in the event of default by the defendants his failure to comply with the distribution provision outlined above, the total balance remaining unpaid shall then become immediately due and payable and interest computed at the prevailing Treasury Bill rates shall be assessed against such remaining unpaid balance from the date of this judgment until the total amount is paid in full.

It is further ORDERED, that each of the parties shall bear his or her own costs.

Dated this 15 day of August, 1985.


UNITED STATES DISTRICT JUDGE

Defendants waive their defenses to plaintiff's complaint and consents to the entry of this judgment:

Richard A. Johnson
RICHARD A. JOHNSON
Individually and as
President of defendant
Aerlex Corporation

Plaintiff moves for entry of this judgment:

FRANCIS X. LILLY
Solicitor of Labor

JAMES E. WHITE
Regional Solicitor

HERIBERTO DE LEON
Counsel for Employment
Standards

By:

Jill D. Klamm
JILL D. KLAMM
Trial Attorney

Attorneys for WILLIAM E.
BROCK, Secretary of Labor,
United States Department of
Labor,

Plaintiff.

SOL Case No. 22661

Exhibit "A"

<u>Employee Name</u>	<u>Total Backwages Due</u>
James Aveni	\$ 107.20
Nancy L. Beller	254.00
Virginia Blair	134.00
Danny V. Bridges	134.00
Gayla Burgess	134.00
Janice Burgess	506.94
Shirley Burgess	134.00
Terresa Burgess	167.50
Yong Hai Cole	959.73
Cathy Combs	853.36
Donnie Comstock	71.43
Gloria Comstock	1,021.33
Jason Creekmore	134.00
Maxine Creekmore	107.20
Sun Han Durkee	1,370.67
Jefferson P. Fountain	134.00
Kathy Fountain	595.55
Kim Fountain	595.55
Ruth Fountain	595.55
Harold Dean Harper	134.00
Scott Hartley	134.00
Antoinette Hickson	879.33
Jesse Don Hickson, Jr.	765.94
Juanda Hickson	926.21
Mary Ann Kilpatrick	60.00
Anna Maria LeBridges	134.00
Ray Logan	134.00
Debbie (Spencer) Long	1,320.28
Alverna Dale Rudolph	254.00
Willene McCracken	3,858.70
Debbie Marshall	53.60
Richard O'Bryant	134.00
Charles Osbon	80.40
Lloyd H. Osbon, Jr.	1,359.97
Marilyn Osbon	254.00
Hazel I Osburn	885.94
Robert E. Osburn	134.00
Elvera Potts	885.94
Robert L. Potts	410.04
Roger Potts	631.94
Vada Potts	1,959.74
I. M. Shim	656.60
Francis Betty Small	194.00
Hwa Yon Song	245.67
Cindy Spencer	1,320.28
Total Amount Due:	\$25,816.59

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

AUG 15 1985

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

BETTY ABSHIRE,)
)
Plaintiff,)
)
vs.)
)
MICHAEL W. PENNY, FRED E. WYANT,)
COY JOHNSON, individuals,)
d/b/a HOLIDAY INN OF ADA, and)
HOLIDAY INNS, INC., a)
Tennessee corporation,)
)
Defendants.)

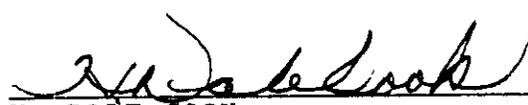
No. 85-C-184-C

J U D G M E N T

This matter came on before the Court for determination of defendant Holiday Inns, Inc.'s motion for summary judgment and the issues having been duly considered and a decision having been rendered in accordance with the Order filed simultaneously herein,

It is Ordered and Adjudged that plaintiff take nothing as against defendant Holiday Inns, Inc., and that the action be dismissed on the merits as to defendant Holiday Inns, Inc. only. Parties are to bear their own costs and attorney fees.

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



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

Entered

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

JASON GEORGE, a minor, by and
through his parent, guardian and
next of kin, CONNIE GEORGE,

Plaintiff,

vs.

Case No. 84-C-668-E

HISSOM MEMORIAL CENTER of Sand
Springs, Oklahoma; JAMES BORREN,
Director of Hissom Memorial Center,
an individual; WAYNE H. FINIK, an
individual; BRUCE LYTTLE, an
individual; and JOHN and JANE DOE
NUMBERED 1 THROUGH 20, officers,
agents, servants and employees of
Hissom Memorial Center.

Defendants.

FILED

AUG 14 1985

Jack U. Baker, Clerk
U. S. DISTRICT COURT

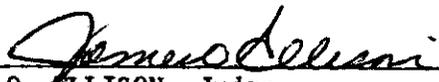
ORDER

This August 1, 1985, pursuant to regular setting and notice, this cause comes on for hearing on pretrial and hearing on Motion for Summary Judgment filed by defendants James Borren, Wayne H. Finik and Bruce Lytle, plaintiff appearing by his attorneys Janet Reasor and Allen Mitchell, and defendants appearing by their attorney Thomas Tucker. Plaintiff presents and files with the Court his Renewed Motion for Leave to File Amended Complaint and Alternate Motion for Dismissal Without Prejudice and plaintiff urges the Court to consider and rule on said Motion first, but the Court finds and orders that the pending Motion for Summary Judgment should be considered and disposed of first.

The Court hears and considers the argument of counsel on the Motion for

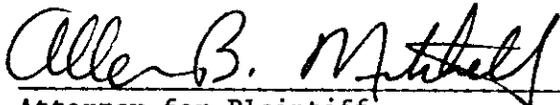
Summary Judgment of said defendants and having heard the argument of counsel and having considered the briefs and authorities of the parties, the Court hereby finds and orders that the Motion for Summary Judgment of defendants Wayne H. Finik and Bruce Lytle be and the same is hereby sustained. The Court further finds that the Motion for Summary Judgment of James Borren be and the same is hereby denied, to which said defendant objects.

The Court then considers plaintiff's Motion filed this date and finds and orders that plaintiff should be allowed to dismiss his complaint and plaintiff's complaint is hereby ordered dismissed without prejudice.



JAMES O. ELLISON, Judge
United States District Court
Northern District of Oklahoma

APPROVED AS TO FORM:



Attorney for Plaintiff



Attorney for Defendants

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

FILED

AUG 14 1985

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

WILLIAM D. WALDEN,
Plaintiff,

vs.

ARLAND WARD, et al.,
Defendants.

No. 84-C-444-E

JUDGMENT

This action came on for hearing before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiff William D. Walden take nothing from the Defendants Arland Ward, Executor of the Estate of Henry Harrison Kyle, and Kyle Forge Company, that the action be dismissed on the merits, and that the Defendants Arland Ward, Executor of the Estate of Henry Harrison Kyle, Henry Harrison Kyle and Kyle Forge Company recover of the Plaintiff William D. Walden their costs of action.

DATED at Tulsa, Oklahoma this 14th day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 BUSTER S. BAYOUTH, et al.,)
)
 Defendants.)

CIVIL ACTION NO. 83-C-773-B

U.S. DISTRICT COURT
CLERK
NOV 14 1983

STIPULATION OF DISMISSAL

COME NOW the Plaintiff, United States of America, and the Defendant, Buster S. Bayouth by their respective counsel, and hereby stipulate and agree, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, that the Complaint of the Plaintiff against Buster S. Bayouth and the Cross-Claim of Buster S. Bayouth against Defendant Jon H. Bayouth, are hereby dismissed with prejudice.



JOHN W. KLENDA
Attorney for Defendant
Buster S. Bayouth

LAYN R. PHILLIPS
United States Attorney



NANCY NESBITT BLEVINS
Assistant United States Attorney

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

AUG 14 1985

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

COBURN OPTICAL INDUSTRIES, INC. §
Plaintiff, §
VS. §
THE LENS COMPANY, INC. d/b/a §
THE LENS COMPANY OF NASHVILLE §
AND DON HENSEL, INDIVIDUALLY §
AND JOINTLY AND SEVERALLY §
Defendants §

NO. 85-C-599-E

ORDER OF DISMISSAL

The court having received a Notice of Dismissal from the Plaintiff in accordance with Rule 41(a)(1), Federal Rules of Civil Procedure, and the court finding that no answer has been served in this case, and therefore such Notice of Dismissal is timely and well taken, the court hereby dismisses this case without prejudice, costs taxed against the party by whom incurred.

SO ORDERED.

Dated: August 14, 1985.

S/ JAMES O. ELISON

UNITED STATES DISTRICT JUDGE

Entered

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

FILE
AUG 14 1985

HESTON OIL COMPANY,)
)
 Plaintiff,)
)
 v.)
)
 WILLIAM LLOYD WALSH,)
)
 Defendant.)

No. 82-C-1100-E

JECK L. SMITH, CLERK
U. S. DISTRICT COURT

JUDGMENT

This action came on for non-jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, on October 9-12, 1984. On May 2, 1985, the court announced in open court its decision in this case. The issues having been duly tried and a decision having been duly rendered by the court,

IT IS ORDERED AND ADJUDGED that the plaintiff, Heston Oil Company, recover of the defendant, William Lloyd Walsh, the sum of \$221,228.05, plus interest thereon through September 30, 1984, in the sum of \$35,541.83 and interest after September 30, 1984, at the rate of \$2,212.88 per month, plus its costs of the action.

IT IS FURTHER ORDERED AND ADJUDGED that the defendant, William Lloyd Walsh, is denied any recovery against the plaintiff, Heston Oil Company, on his affirmative defenses and counterclaims.

DATED at Tulsa, Oklahoma this 14th day of August, 1985.

James O. Ellison
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

56

FILED
AUG 14 1985
JACK U. SWAN, CLERK
U. S. DISTRICT COURT

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

SHELTER AMERICA CORPORATION,)
)
Plaintiff,)
)
vs.)
)
SUVILLA F. McINTOSH, formerly)
SUVILLA F. JACKSON, and)
KENNETH W. JACKSON,)
)
Defendants.)

Case No. 85-C-414-E

JUDGMENT OF DEFAULT

This cause coming on for hearing before the undersigned Judge upon Plaintiff's Motion for Default Judgment against Defendant, Suvilla F. McIntosh, formerly Suvilla F. Jackson, pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure, and it appearing to the Court that the Complaint in the above-cause was filed on the 26th day of April, 1985, and that Summons and Complaint were duly served on Defendant on May 3, 1985, and that no answer or other defense has been filed by said Defendant, and that default was entered by the Clerk on the 30th day of July, 1985, and that no proceeding has been taken by said Defendant, Suvilla F. McIntosh, formerly Suvilla F. Jackson, since default was entered by the Clerk.

The Court having examined the file, reviewed the Motion, Affidavit, and Brief filed by Plaintiff, and having considered the Affidavit of Plaintiff's counsel as to the attorney fees incurred by Plaintiff in this matter, and being fully advised, finds and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That this Court has jurisdiction over the parties and the subject matter of this action pursuant to 28 U.S.C. § 1332.

2. That default judgment is hereby entered against Defendant, Suvilla F. McIntosh, formerly Suvilla F. Jackson, and in favor of Plaintiff for possession of the following described personal property, to-wit: One (1) 1982 Woodcrest Mobile Home, Serial No. 2025-AB.

3. That in the event possession cannot be had within thirty (30) days of this date, the Court retains jurisdiction to reopen the case and consider alternative relief.

4. That in the event possession is obtained within thirty (30) days of this date, this Court reserves, until after sale proceedings, the right of Plaintiff to be awarded a deficiency judgment with interest thereon as provided by the Contract and by 12A O.S. § 9-504.

5. That Plaintiff have further judgment against Defendant for a reasonable attorney's fee in the amount of Six Hundred Seventy-one and 25/100 Dollars (\$671.25).

6. That the Court further direct that Plaintiff is entitled to collection expenses and costs of this action.

ORDERED this 13 day of August, 1985.

S/ JAMES O. ELLISON

HONORABLE JAMES O. ELLISON,
UNITED STATES DISTRICT JUDGE

Entered

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

FILED

DANIEL FRANCIS CAREY,
Plaintiff,
vs.
CONTINENTAL AIRLINES, INC.
AND GARY C. GILBERT,
Defendants.

No. 84-C-349-E

AUG 13 1985
Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

This matter is now before the Court upon the motions of the parties for summary judgment. Upon consideration of the arguments of counsel at pre-trial conference, the supplemental briefs submitted by the parties, and the exhibits and deposition testimony of record in this case, the Court concludes that it has jurisdiction over this action, that the motion of Plaintiff for summary judgment must be denied, and that the motion of Defendants for summary judgment must be granted as to all counts.

Plaintiff Daniel Carey has sued Continental Airlines, and its employee Gary Gilbert for actions taken on December 5, 1983, when the Plaintiff was arrested at the Tulsa International Airport for trespass. The facts, as presented by the Plaintiff, are as follows:

On December 5, 1983 the Plaintiff was arrested for trespassing while standing in the waiting area of the Continental Airlines Terminal at the Tulsa International Airport. At the time of the arrest, the Plaintiff was dressed in civilian

clothes, a sports jacket and slacks, and was not carrying any signs, or was not picketing or engaging in conversations with others or in any activity that would draw attention to himself. Plaintiff was a pilot for Continental Airlines, and at the time was on strike. One of his duties for the Airlines Pilot Association was observing passenger boarding and the maintenance of the aircraft at the gate areas. Plaintiff had previously been involved in picketing the airport, which included on many occasions the harassment of working Continental employees by calling them "scabs". The Plaintiff admitted at least one incident of making an obscene gesture to employees of Continental while standing at the window of another airline's gate area.

Employees of Continental repeatedly requested that Plaintiff leave the Continental gate area because he was not welcome. When he refused to leave the waiting area as requested, Defendant Gary Gilbert asked another employee to call an airport security officer. The officer who responded was known to the Plaintiff as Lt. McDonald, and was a police officer assigned to airport security. When the officer approached he asked what the problem was, and Mr. Gilbert said Plaintiff would not leave the area and was trespassing. When the officer asked Defendant Gilbert if he had asked Plaintiff to leave, the Defendant answered yes. When Plaintiff was asked if he had a reason to be there he answered that he was looking at the airplane. When Mr. Gilbert reiterated that he wanted Plaintiff to leave and that Plaintiff refused to leave, officer McDonald called other airport police officers to the scene by walkie talkie. The Plaintiff states that they took

him by the arm and five or six of them walked down the hallway to the airport police station, where he was frisked and searched and questioned. Plaintiff at first refused to give his name. When another police officer arrived, Mr. Gilbert and the Plaintiff were taken in a police car to the Tulsa County Jail where Mr. Gilbert signed an information charging the Plaintiff with trespass of the premises of Continental Airlines. Plaintiff was charged with trespass, fingerprinted, processed as a prisoner, and was held until a friend posted his bond approximately five hours later.

A trial of the trespass charge was held in Tulsa Municipal Court on January 13, 1984. The Court, upon hearing evidence by the prosecution, sustained the Defendant's demurrer to the evidence and dismissed the charge.

The area in which the Plaintiff was standing when he was arrested was leased by Defendant Continental Airlines from the City of Tulsa Trustees of the Tulsa Airports Improvement Trust. The lease grants to the carrier the exclusive use of certain delineated premises for the purpose of loading and unloading passengers. The area is delineated by carpeting in the Defendants' particular color of red, and contains chairs for persons waiting to board or waiting to greet arriving passengers, and a podium with the airline's name imprinted on the backdrop. The public areas outside of the leased Continental space are uncarpeted.

The Plaintiff argues that summary judgment should be granted in his favor on the issue of liability, in that the Defendants have violated his civil rights under color of state law, that the Defendants' conduct constituted false arrest and malicious prosecution, and intentional infliction of emotional distress, and that the Plaintiff has been defamed by the Defendants.

In support of his argument that his constitutional rights have been violated by the Defendants under color of state law, the Plaintiff argues that, in arresting him for trespassing, he was deprived of his right to access to a place of public accommodation, citing Title 42 U.S.C. § 2000a. That statute provides that all persons are entitled to the full and equal enjoyment of facilities and accommodations of any place of public accommodation without discrimination or segregation on the grounds of race, color, religion, or national origin. It guarantees to everyone full and equal enjoyment of public facilities, Georgia v. Rachel, 86 S.Ct. 1793 (1966). The Plaintiff argues that the act's reference to particular bases of discrimination is illustrative rather than restrictive, citing Nanez v. Ritger, 304 F.Supp. 354 (E.D. Wis. 1969). In the Nanez case the court, in construing § 2000a, said that in its opinion a citizen has a "protected right to move about freely and peaceably in public places." Nanez, supra at page 356. The court, however, cited no authority for this statement, and this Court is unable to locate such authority. The cases in which denials of access to places of public accommodation have been deemed violations of constitutional rights involve persons who are

members of the specific groups enunciated in the statute, such persons having been deprived of their equal protection rights under the 14th Amendment. Plaintiff cannot claim that he has been denied the equal protection of the laws, nor can he claim that public accommodation ordinances of the City of Tulsa, or statutes of the United States give him the right to remain on the private property of the Defendant Continental Airlines after being asked to leave.

In the supplemental brief submitted by the Plaintiff pursuant to the request of the Court on this issue, the Plaintiff cites several cases in which Plaintiffs have prevailed in actions based upon Title 42 U.S.C. § 1983, when they were not members of a class discriminated against because of race, religion, age or nationality. The cases cited by the Plaintiff call into question the actions of both private and public entities who cause improper detention of Plaintiffs. These cases involve the deprivation of a Plaintiff's right to liberty without due process of law, and are not based upon any supposed right of access to a place of public accommodation. In considering the facts of this case, the Court adopts an analysis which considers the liberty interest of the Plaintiff, and which determines whether or not the Defendants here have deprived the Plaintiff of his right to liberty without due process.

In support of their motion for summary judgment, Defendants argue that the underlying issue of this case concerns whether an employer may ban a striking employee from engaging in strike

activity in its customer service areas because of past disruptive and publicly offensive conduct. Defendants argue that the resolution of this issue involves the application of rules and principles unique to the field of labor law, and that the administrative mechanism created by the Railway Labor Act is the proper forum for the resolution of this dispute. The procedures of the Railway Labor Act were created by Congress to resolve so called "minor disputes" between employees and carriers. Such disputes include adjudication of claims "founded upon some incident of the employment relationship, or asserted one independent of those covered by the collective agreement, e.g. claims on account of personal injuries". Elgin, Joliet and Eastern Railroad v. Burley, 325 U.S. 711, 723, 65 S.Ct. 1282 (1945). If the provisions of the Railway Labor Act apply, this Court is deprived of subject matter jurisdiction over the controversy. Andrews v. Louisville and Nashville Railroad Co., 406 U.S. 320, 92 S.Ct. 1562 (1972). In Transport Workers Union of America v. American Airlines, Inc., 413 F.2d 746 (10th Cir. 1969), the Court stated that the intended function of the Systems Board of Adjustment is to resolve minor disputes, i.e. disputes over the interpretation and application of existing contracts, as opposed to major disputes, i.e. those involving a negotiation of contracts or an alteration in them. Transport Workers, supra at page 748. The Transport Workers suit involved mass disciplinary actions against employees of American Airlines which had allegedly effectually destroyed the efficacy of the administrative system for resolving grievances. The Ninth

Circuit considered the definition of a minor dispute in Magnuson v. Burlington Northern, Inc., 576 F.2d 1367 (1978), an action for intentional infliction of emotional distress stemming from the abuse of the investigatory process and an alleged presentation of false or misleading evidence at a hearing that led to the plaintiff's discharge. The court held that if the basic injury was his wrongful discharge that the complaint involved a minor dispute which must be arbitrated following the procedures of the Railway Labor Act. Since the action was based upon a "matrix of facts which are inextricably intertwined with the grievance machinery of the collective bargaining agreement" Magnuson at page 1369, the court held that all of the damages flowed from the wrongful discharge, and the action was preempted.

Exceptions to the mandatory arbitration provisions of the Act exist for suits involving alleged wrongs which are not grievances expressly covered by any provisions of the act. In Farmers v. United Brotherhood of Carpenters and Joiners Local 25, 430 U.S. 290, 97 S.Ct. 1056 (1977), an action was brought for intentional infliction of emotional distress based upon conduct by Union officials in subjecting the party to a campaign of personal abuse and harassment. This conduct was considered a peripheral concern of the federal law, and not a grievance covered under the Act.

The Railway Labor Act requires aircarriers and their employees to refer any disputes over the application or interpretation of their collective bargaining agreements for arbitration to the airline system board of adjustment. The board

of adjustment possesses exclusive jurisdiction over a dispute if it involves the interpretation of the collective bargaining agreement. The action before this Court concerns the alleged violation of the Plaintiff's constitutional rights, and the torts of malicious prosecution, false imprisonment, defamation and intentional infliction of emotional distress. These allegations stem from a single incident of detention and accusation of trespass. Although the Plaintiff was a striking pilot at the time, and was in the Tulsa International Airport performing duties on behalf of the Airline Pilot Association, the Plaintiff does not assert that he has any special right under any collective bargaining agreement to be present in Continental's boarding area, and is instead asserting rights that he alleges belong to any citizen, and that are not the subject of any collective bargaining agreement between himself and his employer. The exercise of jurisdiction in this case will not interfere in any way with the unfair labor practice jurisdiction of the systems board.

As is argued by the Defendants, at the heart of each of Plaintiff's claims is the issue of whether Defendants were privileged to eject Plaintiff from the gate facilities, and whether his detention was based upon probable cause. This Court has determined that the Plaintiff had no special right to be in the gate facilities under any public accommodation ordinance, and that the question before it is whether or not Plaintiff was deprived of his liberty without due process. If a constitutional

deprivation has not occurred, this Court need not address whether or not the actions of the Defendants were properly characterized as "state action" for purposes of § 1983.

The fourteenth amendment to the constitution provides that no state shall deprive any person of his liberty without due process of law. The "liberty" of an individual is not an absolute and unqualified freedom or privilege to do as one pleases, but is always subject to reasonable restraints imposed by law. To be deprived of liberty without due process means to be deprived of liberty without authority of law. If the Defendants acted within the bounds of their lawful authority, then they could not have deprived the Plaintiff of any liberty without due process. Section 626 of the City Ordinances makes trespassing an offense, and defines it as follows:

A. Each and every actual entry upon the premises of another person's real property, public or private, without the owner's or occupant's consent thereof, whether expressed or implied ...

E. Remaining upon the premises of another, whether public or private, and refusing to leave said premises forthwith after demand by the owner or occupant.

It is undisputed that the Plaintiff was within the gate area leased by the Defendant Continental, and was repeatedly asked to leave. It is also undisputed that the Plaintiff refused to leave after demand of the representative of the owner. This misdemeanor occurred in the presence of the airport police officer, and when additional officers were called to the scene, the Plaintiff was still on private property. Under Title 22 O.S. § 202 a private person may arrest another for a public offense

committed or attempted in his presence. The arrest is lawful if the person takes the detainee to a Magistrate or delivers him to a peace officer without unnecessary delay. The Plaintiff refused to leave private property, was detained by a private person pursuant to law, and was immediately delivered to a peace officer. There are no allegations of any improper conduct in the detention, transportation, booking or jailing of the Plaintiff. The arrest and detention of the Plaintiff were lawful and proper under Oklahoma law, and it cannot be said that the Plaintiff was deprived of his liberty without due process.

Under Oklahoma law in order to make out a cause of action for false arrest or false imprisonment, a plaintiff must prove that his restraint was unlawful. Houghton v. Foremost Financial Services Corp., 724 F.2d 112 (10th Cir. 1983); Alsap v. Skaggs Drug Center, 223 P.2d 530 (Okla. 1950). While it is true that the Plaintiff was detained against his will, this Court has determined, that based upon the undisputed facts in this case, the detention of the Plaintiff was lawful.

An action for malicious prosecution must include proof of all five elements of the tort. Page v. Rose, 546 Plaintiff.2d 617 (Okla. 1976). The Plaintiff must prove that:

1. An action was brought against him;
2. The action was terminated in his favor;
3. There was no probable cause for the bringing of the action;
4. The action was brought with malice; and
5. He suffered damages as a result.

Probable cause for the institution of the action is a complete defense, and in determining whether or not there was probable cause, this Court focuses on the acts done in the initiation of the prosecution. Mere acquittal of the Defendant will not establish a lack of probable cause. Lindsey v. Dayton-Hudson, 592 F.2d 1118 (10th Cir. 1979). The trespass charge was brought against the Plaintiff herein based upon an information drawn by Defendant Gary Gilbert. The information outlined the conduct of the Plaintiff and his refusal to leave the private property of the Defendant Continental upon repeated request. Although the action was eventually terminated in favor of the Plaintiff herein, this Court believes that such was done upon an inaccurate view of the scope of public accommodation ordinances. The record herein indicates that Plaintiff was properly arrested, detained, and charged, and that he has failed to prove the element of lack of probable cause.

There remain for consideration Plaintiff's allegations of intentional infliction of emotional distress and defamation. These allegations are not resolved by this Court's determination that the arrest and detention of the Plaintiff was lawful. The Court must consider then, whether or not it will exercise pendant jurisdiction over these actions. It is clear that this Court should avoid needless decisions of state law as a matter of comity. The doctrine of pendant jurisdiction is one of the Court's discretion, and not of the Plaintiff's right. United Mine Workers of America v. Gibbs, 363 U.S. 120, 123 (1960). If

the federal claims are dismissed before trial, the state claims should be dismissed as well. United Mine Workers, supra. The argument for maintaining jurisdiction over these state claims is not strong. Plaintiff may still have a remedy in state court if the allegations under these claims can be proved. The facts which must be shown to support a cause of action under claims for intentional infliction of emotional distress and defamation are not in all instances the same as the facts considered by this Court in its determination that the arrest and detention were unlawful. This Court therefore will decline to exercise its discretion to maintain jurisdiction over the two remaining state claims.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED 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 as to Plaintiff's claim under 42 U.S.C. § 1983 be and the same is hereby granted.

IT IS FURTHER ORDERED that Defendants' motion for summary judgment as to Plaintiff's claim for false arrest or false imprisonment be and the same is hereby granted.

IT IS FURTHER ORDERED that Defendants' motion for summary judgment as to Plaintiff's claim of malicious prosecution and

abuse of process be and the same is hereby granted.

IT IS FURTHER ORDERED that Plaintiff's claims for defamation and intentional infliction of emotional distress be dismissed without prejudice.

ORDERED this 17TH day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

F I L E D

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

AUG 13 1985

CORONADO TRANSMISSION COMPANY,)
a Texas Corporation,)
)
Plaintiff,)
)
v.)
)
OKLAHOMA CONVEYANCE CORPORATION,)
an Oklahoma Corporation,)
)
Defendant.)

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

No. 84-C-617-C

ORDER

Upon stipulation of the parties and for good cause shown,
it is hereby Ordered that this matter is dismissed with prejudice.

s/H. DALE COOK
UNITED STATES DISTRICT JUDGE

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

In the Matter of

REPUBLIC BANCORPORATION, INC.,
TULSA, OKLAHOMA,

Respondent.

Case No. 84-C-621-E

ORDER

NOW before the Court is the motion of Petitioner to dismiss without prejudice, and to return the record under seal.

This matter commenced upon an application of the Petitioner Board of Governors of the Federal Reserve System to enforce a consent cease and desist order, filed August 3, 1984. Pursuant to request of Petitioner the Court entered an order directing the Clerk of the Court to seal the record in this action and directing that all proceedings be held in camera. Thereafter the Court reexamined the status of the case for the purpose of determining whether or not continued sealing of these proceedings were necessary.

On January 15, 1985 Plaintiff filed its motion to dismiss without prejudice which also contained a request to return the record and application. On February 15 an application to examine the complaint, pleadings and docket was filed by Steven Smith, attorney in case number 84-C-814-B. On June 7, 1985 the Court convened an in camera hearing to address the issues raised by the motion to dismiss and return the record filed by the Board of Governors of the Federal Reserve System, which hearing was

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

AUG 13 1985

FILED

conducted in camera pursuant to the Court's original order. The Court noted substantial first amendment concerns regarding retention of the seal and advised Petitioner of the motion of an attorney to examine the record together with expressed interest of the public through requests from representatives of the local news media for examination of the record. The Board of Governors through counsel stressed that both Congress and the courts long recognized strong public policy considerations upholding non-disclosure of such information. The Court directed the Board to supplement the authorities previously cited and to submit its views on public access to these materials, and to give particular attention to the right of the news media to court records. Supplemental memorandum of the Board was received on July 31, 1985.

Thus, the Court is confronted with the balancing of the traditional American view of public access to court records, and the government's interest in protecting information in examination reports, and the combined public and private interests in protecting financial institutions from the effects of adverse publicity. In addition, the Court must consider the private right of bank borrowers to a presumption of confidentiality of their transactions, and the long established policy of preventing disclosure of material related to examination reports, which is recognized as promoting effective operation of federal regulation of the banking industry.

The Supreme Court has recognized a common law right of the public to the inspection of judicial records and documents.

Nixon v. Warner Communications, 435 U.S. 589 (1978). That right of access, however, is not an absolute right. The trial court has supervisory power over its own records and may seal records if the public's right of access is outweighed by other interests. The court emphasized that the press enjoys no greater right to information contained in judicial records than that held by the general public. The Tenth Circuit has applied principles of Nixon v. Warner Communications in Crystal Growers Corp. v. Dobbins, 616 F.2d 458 (1980) in which it held that the trial court in exercising discretionary power to seal must "weigh the interests of the public, which are presumptively paramount, against those advanced by the parties". Id at p. 461. The Supreme Court has addressed public access to criminal proceedings in a series of cases since Warner Communications, which collectively recognize that the presumption favoring public access to court records may be overcome by a compelling interest that is clearly addressed by the trial court so that its reasoning can be appropriately reviewed. Richmond Newspapers, Inc. v. Virginia, 448 U.S. 555 (1980); Globe Newspaper Co. v. Superior Court for Norfolk City, 457 U.S. 596 (1982); Press-Enterprise Co. v. Superior Court of California, ___ U.S. ___, 104 S.Ct. 819, 824 (1984).

It is first necessary to address the material constituting the record in this case. The original application of the Board of Governors of the Federal Reserve System contains exhibits which consist almost exclusively of examination reports, cease

and desist orders and material derived from such reports and orders. The factual information contained in the pleadings and portions of the briefs submitted to the Court has been taken directly from the reports and orders filed as exhibits.

In considering the question of access to such material, the Court has specifically addressed the following interests, which compete with the right of public access:

1. Confidentiality of bank examination reports:

The bank examination process is founded upon a relationship of confidentiality between the examiners and the bank. Effective bank supervision and regulation requires full and free communication and candor. Existing freedom of communication would be strongly restrained if the possibility of disclosure of adverse observations of an examiner existed. This public policy interest has been consistently protected by the courts. United States v. Provident National Bank, 41 F.R.D. 209, 210 (E.D. Pa. 1966); Consumers Union of United States v. Heimann, 589 F.2d 534; United States v. Webber, 104 S.Ct. 1494; United States v. IBM, 461 F.Supp. at 733.

By enactment of exemption 8 of the Freedom of Information Act, 5 U.S.C. 552(b)(8) Congress recognized the need for confidentiality of all matters contained in

or related to examination reports. Its concern was that, if the details of bank examinations were made available to the public and competing banks, there would not be full cooperation between banks and examining authorities. In re Knoxville News Centennial Co., 723 F.2d 476 (6th Cir. 1983). The exemption was drawn to protect not simply each individual bank, but the integrity of financial institutions as an industry. See Gregory v. FDIC, 631 F.2d 896 (D.C. Cir. 1980).

2. Bank customer's right to privacy:

The Court must also be concerned with the rights of bank customers to the privacy of their records, long recognized by the practice of confidentiality. In Re Knoxville News-Sentinel Co., Inc., 723 F.2d 470 (6th Cir. 1983); Right to Financial Privacy Act, 12 U.S.C. §§ 3401-3421; 12 U.S.C. § 3417 (crime for bank examiners to disclose information obtained in course of examination); 18 U.S.C. § 1906 (prohibits disclosure of personal information in bank records). Examination reports contain extensive writeups on the financial conditions and operations of borrowers. Disclosure of such information to any but bank officers or bank examiners whose duties require such knowledge would be contra to basic standards of personal financial privacy. In the matter of Continental Illinois Securities Litigation,

732 F.2d 1302, 1312 (7th Cir. 1983).

These statutory and regulatory provisions evidence a clear intent on the part of Congress to protect the privacy of individual banking records, and to maintain the integrity of the banking system through the ensurance of confidentiality of information revealed to bank examiners. The clear and compelling interests in maintaining the confidentiality of these records goes far beyond the interest of an individual business in maintaining the confidentiality of business information, (see, e.g. Brown & Williamson Tobacco v. FTC, 710 F.2d 1165 (6th Cir. 1983)) or in upholding the attorney-client privilege (Crystal Growers Corp., supra.).

Balancing these interests against the general right of the public to inspect judicial records and to attend judicial proceedings, this Court finds that the record must remain under seal. By law, bank examination reports, and the information contained in those reports, must remain confidential in order to ensure the security of financial institutions and to maintain basic rights of personal privacy.

Cease and desist orders, having been derived from examination reports, and containing a substantial amount of information directly from such reports, are considered confidential, and may not be made available to the public without authorization from the Federal Reserve Board. 12 C.F.R. § 261.6. Such matters are exempt from disclosure under the Freedom

of Information Act. 5 U.S.C. § 552 (b)(8). Any and all papers relating to cease and desist proceedings before the Board may not be disclosed to the public unless such disclosure is authorized by the Board, 12 C.F.R. § 263.20, and all hearings are private. 12 U.S.C. § 1818(h)(1).

The exhibits made a part of the record in this case consist of 660 pages, 541 of which contain material derived directly from the bank examination reports, or letters, memoranda and affidavits citing expressly to data and conclusions presented in the reports. The remaining pages are made up of the cease and desist orders, and transmittal letters relating to the orders, and letters and memoranda discussing proposed terms.

The application of the board, seeking enforcement of the orders (and memoranda in support) rely exclusively on the above examination reports, letters and memoranda, and cease and desist orders. The motion to dismiss, and the memoranda addressing the issue of the sealing of the record also contain such information.

The Court has considered the possibility of redacting certain portions of the pleadings to remove reference to examination reports and cease and desist orders; however this approach is impractical since the pleadings are replete with such information and the remaining unsealed portion would be of no value to the public, over and above the information contained in this Court's order.

The Court's official docket sheet, however, outlines all proceedings, pleadings, and orders in this case, and can be

released without revealing any of the confidential information discussed above.

For the above reasons, and keeping in mind the proper balance between the interest of the public in open judicial proceedings and the interests of the public in the confidentiality of banking records and the security of the Federal banking system, the Court finds that the request of the parties that this record remain under seal must be granted, with the exception of the docket sheet. These records will be maintained in the office of the Court Clerk for the Northern District of Oklahoma under seal for thirty (30) days, at which time the records will be returned to the Petitioner by the Clerk.

The Court also considers the motion of Petitioner to dismiss without prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure. The Petitioner asserts that events occurring subsequent to the decision to seek enforcement of the cease and desist order have mooted the action. Respondent is no longer the parent holding company of a federally insured bank, mooting the necessity of enforcement of the order. The motion to dismiss therefore should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the motion of Petitioner to dismiss without prejudice be and the same hereby is granted.

IT IS FURTHER ORDERED that the record, including the application, and all pleadings in the file, and the accompanying two volumes of exhibits, but excluding the docket sheet, shall remain under seal. The orders filed August 13, 1985, are also excluded.

IT IS FURTHER ORDERED that the record be maintained under seal in the office of the Court Clerk for thirty (30) days, and thereafter returned to the Petitioner.

ORDERED this 13th day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

-Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 13 1985

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)

v.)

KENNETH R. QUILLEN and)
JO ANN QUILLEN, husband)
and wife; COUNTY TREASURER,)
Osage County, Oklahoma; and)
BOARD OF COUNTY COMMISSIONERS,)
Osage County, Oklahoma,)

CIVIL ACTION NO. 84-C-851-E

Defendants.

DEFICIENCY JUDGMENT

NOW on this 12th day of August, 1985, there comes on for hearing the Motion of the Plaintiff, United States of America for leave to enter a Deficiency Judgment filed on Aug 5, 1985, a copy of which was mailed by Certified Mail to Mr. and Mrs. Kenneth R. Quillen, Route 5, Box 401, Bakersfield, California. The Plaintiff, United States of America, on behalf of the Administrator of Veterans' Affairs, appeared by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma through Peter Bernhardt, Assistant United States Attorney, and the Defendants Kenneth R. Quillen and Jo Ann Quillen appeared neither in person nor by counsel.

The Court upon consideration of Plaintiff's Motion

finds that the amount of the Judgment rendered herein on January 16, 1985, in favor of the Plaintiff, United States of America, and against Defendants, Kenneth R. Quillen and Jo Ann Quillen, with interest and costs to the date of sale is \$28,861.90

The Court further finds that the market value of the real property at the time of the sale was \$18,500.00.

The Court further finds that the real property involved in this action was sold at a Marshal's sale, pursuant to the Judgment of this Court entered January 16, 1985, for the sum of \$20,841.00.

The Court further finds that Plaintiff United States of America is accordingly entitled to a deficiency judgment against Defendants, Kenneth R. Quillen and Jo Ann Quillen, as follows:

Principal as of May 7, 1985	\$24,575.98
Interest	3,729.32
Late charges	201.60
Appraisal	115.00
Management broker fees	<u>240.00</u>
TOTAL	\$28,861.90
Less Sale Price	20,849.00
DEFICIENCY	\$ 8,020.90

plus interest on the deficiency judgment at the legal rate of 8.18 percent per annum from date of judgment until paid; such deficiency being the difference between the

amount of Judgment rendered herein and the sale price of the property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff United States of America have and recover from the Defendants, Kenneth R. Quillen and Jo Ann Quillen, a deficiency judgment in the amount of \$8,020.90, plus interest at the legal rate of 8.18 percent per annum on such deficiency judgment from the date of judgment until paid.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA **F I L E D**

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
RICKY D. WELLS,)
)
Defendant.)

AUG 12 1985

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

CIVIL ACTION NO. 85-C-683-C

AGREED JUDGMENT

This matter comes on for consideration this 9th day of August, 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, Ricky D. Wells, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that Defendant, Ricky D. Wells, acknowledged receipt of Summons and Complaint on July 30, 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 \$6,374.84, plus the accrued interest of \$630.77 as of November 18, 1984, plus interest at 7 percent per annum from November 18, 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, Ricky D. Wells, for the principal sum of \$6,374.84, plus the accrued interest of \$630.77 as of November 18, 1984, plus

interest at 7 percent per annum from November 18, 1984, until judgment, plus interest thereafter at the current legal rate of 8.18% percent from the date of judgment until paid, plus the costs of this action.

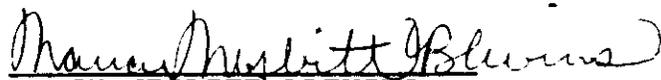
s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney



NANCY NESBITT BLEVINS
Assistant U.S. Attorney



RICKY D. WELLS

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

AUG 12 1985

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 MARK J. COAGER,)
)
 Defendant.)

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

CIVIL ACTION NO. 85-C-561-B

DEFAULT JUDGMENT

This matter comes on for consideration this 12th day of August, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Hubert A. Marlow, Assistant United States Attorney, and the Defendant, Mark J. Coager, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Mark J. Coager, acknowledged receipt of Summons and Complaint on June 17, 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, Mark J. Coager, for the principal sum of \$1,539.05 as of July 30, 1983,

plus interest at the current legal rate of 8.18 percent from date of judgment until paid, plus costs of this action.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

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

SCOTT McKEE,)
)
 Plaintiff,)
)
 vs.) No. 85-C-524-B
)
 AETNA CASUALTY & SURETY CO.,)
)
 Defendant.)

FILED

AUG 12 1985

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

ORDER

FOR GOOD CAUSE SHOWN, the above referenced case is hereby
remanded to the State District Court in and for Tulsa County,
State of Oklahoma.



JUDGE

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

FILED

10 AUG 12 1985

SHELTER INSURANCE COMPANY,)
)
 Plaintiff,)
)
 v.)
)
 JULIE ANN FIELDS, et al.,)
)
 Defendants.)

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

No. ~~84~~⁸³-C-280-B ✓

ORDER

On June 24, 1985, counsel for plaintiff advised the Court he planned to dismiss this case without prejudice within one week; counsel for defendants advised the Court they had no objection to dismissal without prejudice. Plaintiff has never submitted papers dismissing the case. Therefore, pursuant to F.R.Civ.P. 41, this case is dismissed without prejudice to refile.

ENTERED this 12th day of August, 1985.



THOMAS R. BRET
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 12 1985

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

U.S.F. & G. INSURANCE COMPANY,
Plaintiff,

VS.

JERRY SCHONFIELD d/b/a
SCHONFIELD DRILLING COMPANY,
Defendant.

NO. 84-C-746-B

JUDGMENT FOR DAMAGES

Now on this 2nd day of August 1985, this matter coming before the Court to be heard on the issue of damages pursuant to provisions of Title 85 OS §11 f2, the Court having previously entered judgment by default on the question of liability against this defendant;

The Court having heard the sworn testimony of witness, James Russell, and having considered the expenses and payments made by the plaintiff, the Court finds that plaintiff has expended the sum of \$19,784.81 for reasonable medical expenses; the sum of \$130.00 for expenses; the sum of \$23,205.00 for disability payments; and the sum of \$1,487.50 for reasonable attorney fees in the defense of this matter, making a total of \$44,607.31.

IT IS THEREFORE ORDERED by the Court that judgment be granted to the plaintiff against this defendant in the sum of \$44,607.31 plus interest at the rate of 8.18% from August 12, 1985.

S/ THOMAS R. BRETT

THOMAS R. BRETT, U.S. District Judge

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

10 AUG 12 1985

BILLY GENE MARSHALL,)
)
 Plaintiff,)
)
 v.)
)
 LARRY R. MEACHUM, et al.,)
)
 Defendants.)

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

No. 83-C-1041-B /

ORDER

The Court has for consideration the Findings and Recommendations of the Magistrate filed on July 7, 1985 in which the Magistrate recommends that the Motion to Dismiss of Defendants, Larry R. Meachum, William H. Mattingly, Larry D. Stuart, and Robert H. Mitchell be sustained and Plaintiff's Motion for Summary Judgment be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues presented, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed and adopted as the Findings and Conclusions of this Court.

Therefore, it is Ordered that Defendants' Motion to Dismiss is sustained and Plaintiff's Motion for Summary Judgment is denied.

It is so Ordered this 12th day of August ~~July~~, 1985.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

DONALD E. BURGESS and)
VIRGINIA A. BURGESS,)
)
Plaintiffs,)
)
vs.)
)
SHELTER MUTUAL INSURANCE)
COMPANY a Missouri corporation)
domesticated in and doing business)
within the State of Oklahoma,)
)
Defendant.)

AUG - 9 1985
JACK B. ...
U. S. DISTRICT

Case No. 85-C-114-E

ORDER OF DISMISSAL OF PLAINTIFFS' COMPLAINT

NOW, on this 9th day of August, 1985, upon the written stipulation of the plaintiffs for a Dismissal with Prejudice of the plaintiffs' Complaint, the Court having examined said stipulation for dismissal, finds that the parties have entered into a compromise settlement of all of the claims involved herein, and the Court being fully advised in the premises finds that the plaintiff's Complaint against the defendant should be dismissed with prejudice.

IT IS THEREFORE ORDERED BY THE COURT that the Complaint of the plaintiffs against the defendant be and the same is hereby dismissed with prejudice to any further action.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

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

FILED

AUG - 9 1985

ROBERT C. BEARD and SCOTTY J.)
J. HERRIMAN (a/k/a SCOTT J.)
HERRIMAN) and RUBY J. HERRIMAN,)
husband and wife,)
)
) Plaintiffs,)
)
vs.)
)
JOHN T. DAVIS,)
)
) Defendant.)

Case No. 85-C-328 E

JOURNAL ENTRY OF JUDGMENT

NOW, on this 8th day of August, 1985,
this action comes on before me, the undersigned Judge of the
United States District Court for the Northern District of
Oklahoma, the Plaintiffs, Robert C. Beard and Scotty J.
Herriman (a/k/a Scott J. Herriman) and Ruby J. Herriman,
husband and wife, appearing by and through their attorney,
Bruce W. Robinett, of the firm of Brewer, Worten, Robinett,
Johnson, Worten & King, and the Defendant, John T. Davis,
appearing by and through his attorneys, Don E. Wiechmann and
Timothy E. McCormick. It appears to this Court that a
mutual compromise, release and settlement agreement
(hereinafter "Settlement Agreement") has been reached and
duly executed by and between the parties hereto, a copy of
which Settlement Agreement is attached hereto as Exhibit "A"
and incorporated into this Journal Entry by this reference.

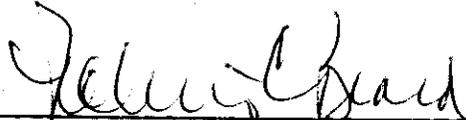
WHEREAS, the Settlement Agreement provides that Plaintiffs shall have a judgment against Defendant only on their First Cause of Action contained in their Petition filed herein, cancelling Defendant's leases on the property described therein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiffs have judgment against the Defendant for cancellation of Defendant's leases on the property described in the above-incorporated Settlement Agreement, all in accordance with the attached Settlement Agreement.

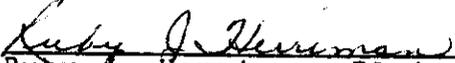
S/ JAMES O. ELLISON

HONORABLE JAMES O. ELLISON,
JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

APPROVED AS TO FORM AND CONTENT:


Robert C. Beard, Plaintiff


Scotty J. Herriman (a.k.a. Scott
J. Herriman), Plaintiff


Ruby J. Herriman, Plaintiff

John T. Davis, Defendant

Bruce W. Robinett

Bruce W. Robinett, Attorney for
all Plaintiffs

Don E. Wiechmann

Don E. Wiechmann, Attorney for
Defendant

Timothy E. McCormick

Timothy E. McCormick, Attorney
for Defendant

MUTUAL COMPROMISE, RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 8th day of August, 1985 as of 7:00 a.m. ("Effective Date") between ROBERT C. BEARD ("Beard") and SCOTTY J. HERRIMAN (a.k.a. Scott J. Herriman) and RUBY J. HERRIMAN, husband and wife ("the Herrimans"), plaintiffs in the lawsuit identified by Case No. 85-C-328E currently pending in the United States District Court for the Northern District of Oklahoma, and JOHN T. DAVIS ("Davis"), defendant in the above-cited case.

R E C I T A L S

1. Beard, at all times pertinent hereto, was the owner of all oil, gas and other minerals in the property hereinafter described as "Tract One", located in Nowata County, State of Oklahoma, and further identified as:

The East Half (E/2) of the Southwest Quarter (SW/4) in Section 23, Township 29 North, Range 15 East ("Tract One").

2. Beard, also at all times pertinent hereto, was the owner of an undivided one-half (1/2) interest in the oil, gas and other minerals in the property hereinafter described as "Tract Two", located in Nowata County, State of Oklahoma, and further identified as:

The East Half (E/2) of the Northwest Quarter (NW//4) and the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) and the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) in Section 26, Township 29 North, Range 15 East ("Tract Two").

EXHIBIT A

3. The Herrimans, at all times pertinent hereto, were the owners of the other undivided one-half (1/2) interest in the oil, gas and other minerals in Tract Two described above, and were also owners of the surface of Tracts One and Two.
4. At all times pertinent hereto, Davis was the valid assignee, by virtue of an August 10, 1976 Assignment recorded in the Nowata County Clerk's Office in Book 484, Page 410, of the existing oil and gas leases ("Leases") covering Tracts One and Two, which Leases are described more fully as follows:

Date: March 25, 1914
Lessor: W. R. Cutshall and Julie A. Cutshall
Lessee: F. E. Hertzell
Lands: Portions of Tract One
Recorded: Nowata County Clerk's Office
Book 98, Page 35

Date: May 24, 1915
Lessor: Victoria A. Flint
Lessee: Sam Morrison
Lands: Portions of Tract One
Recorded: Nowata County Clerk's Office
Book 151, Page 305

Date: March 24, 1914
Lessor: Theodora Stamm and Sophia Stamm
Lessee: F. E. Hertzell
Lands: Tract Two
Recorded: Nowata County Clerk's Office
Book 98, Page 31

5. Beard and the Herrimans have filed suit in an attempt to cancel Davis' Leases and, additionally, the Herrimans have also asked for Fifty Thousand Dollars (\$50,000.00) alleged actual damages and Fifty Thousand Dollars (\$50,000.00) alleged punitive damages for

surface damage allegedly caused by Davis on Tracts One and Two.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. Termination of Davis Leases.

In consideration of the payment of the sum of Fifty-Two Thousand Dollars (\$52,000.00) from Beard to Davis, Davis agrees that any leasehold interests and other rights he has in Tract One and/or Tract Two are hereby terminated upon the Effective Date of this Agreement and that Beard and the Herrimans are entitled to, and are hereby granted, a judgment cancelling said leases as prayed for in the First Cause of Action of their Petition, and that Davis' interest in any equipment located in and/or upon Tract One and Tract Two shall be conveyed and transferred to Beard effective upon the Effective Date of this Agreement. Said transfer of equipment shall be reflected in a bill of sale to be executed by Davis.

2. Indemnification.

Beard agrees to indemnify, defend and save harmless Davis, his heirs, representatives, successors and assigns, from any and all claims, debts, demands, actions, causes of action, losses, liabilities, administrative actions, costs and expenses which may

arise as a result of any future oil and gas operations on and/or regarding Tract One and/or Tract Two from and after the Effective Date of this Agreement. Further, Beard agrees to be solely responsible for, and to indemnify, defend and save harmless Davis, his heirs, representatives, successors and assigns, from and against any and all claims, debts, demands, actions, causes of action, losses, liabilities, administrative actions, costs and expenses arising in connection with or relating to, plugging and/or abandonment of the wells located on Tracts One and Two.

3. Oil and/or Gas Production to Effective Date of Settlement.

Beard and the Herrimans agree that Davis is entitled to receive his interest in any oil and/or gas produced on Tract One and Tract Two through 7:00 a.m. on the Effective Date of this Agreement. Accordingly, Beard shall cause Farmland Industries, the oil purchaser with respect to Tracts One and Two, to run the production in the tanks on the Effective Date and to pay to Davis, in cash, cashier's check or certified funds, the value of that production interest promptly following the Effective Date.

4. Release of Surface Damage Claim.

Without in any way limiting the remaining terms and conditions of this Agreement, the Herrimans specifically agree to, and hereby do, release Davis, his heirs, representatives, successors and assigns,

from all claims contained in the Second Cause of Action of the Petition filed in Nowata County District Court and later removed to the United States District Court for the Northern District of Oklahoma, and from all other surface damage claims whatsoever.

5. General Release.

The parties to this Agreement hereby mutually release, remise and dismiss any and all claims, debts, demands, actions and causes of action which any party hereto has or may have against any other party hereto, their respective heirs, representatives, successors and assigns, which have arisen or may have arisen relative to the controversies existing between the parties hereto regarding Tract One and Tract Two, and any and all other claims, liabilities and actions, known or unknown, which any party hereto has against any other party hereto as of the Effective Date of this Agreement.

6. Costs and Attorneys' Fees.

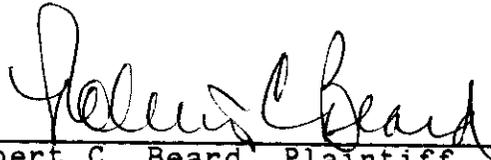
The parties to this Agreement specifically agree that the parties hereto shall respectively bear their own costs and attorneys' fees relative to the litigation pending between the parties hereto.

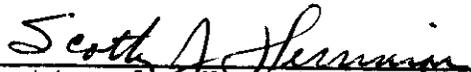
7. Multiple Counterparts.

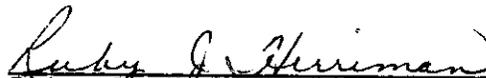
This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which shall, when collated,

constitute one and the same Agreement, provided, however, that this Agreement shall enter into binding force and effect only upon execution and exchange of counterpart originals by all undersigned parties.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement the day and year first written above.


Robert C. Beard, Plaintiff


Scotty J. Herriman (a.k.a.
Scott J. Herriman), Plaintiff


Ruby J. Herriman, Plaintiff

John T. Davis, Defendant


Bruce W. Robinett, Attorney
for Plaintiffs Robert C.
Beard, Scotty J. Herriman and
Ruby J. Herriman

Don E. Wiechmann, Attorney for
Defendant John T. Davis

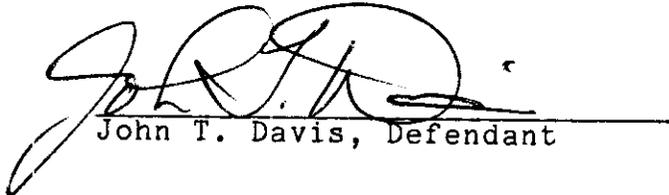
Timothy E. McCormick, Attorney
for Defendant John T. Davis

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement the day and year first written above.

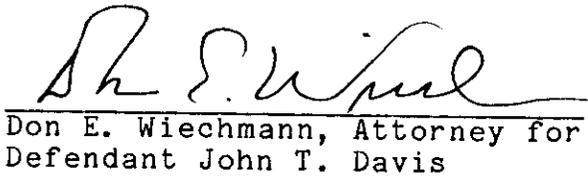
Robert C. Beard, Plaintiff

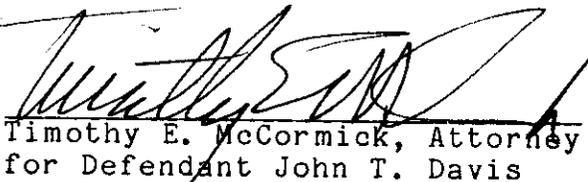
Scotty J. Herriman (a.k.a.
Scott J. Herriman), Plaintiff

Ruby J. Herriman, Plaintiff


John T. Davis, Defendant

Bruce W. Robinett, Attorney
for Plaintiffs Robert C.
Beard, Scotty J. Herriman and
Ruby J. Herriman


Don E. Wiechmann, Attorney for
Defendant John T. Davis


Timothy E. McCormick, Attorney
for Defendant John T. Davis

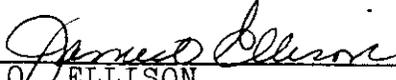
Although the amended complaint alleges, and the answer of Defendant admits, diversity jurisdiction over the parties, this Court does not have jurisdiction over the subject matter, in that the amended complaint fails to allege any basis for recovery other than the written warranty imposed by Title 15 U.S.C. § 2304(a)(4).

IT IS THEREFORE ORDERED AND ADJUDGED that the motion of Defendant Chrysler Corporation to dismiss be and the same is hereby granted.

IT IS FURTHER ORDERED sua sponte that Plaintiffs' first amended complaint be and the same is hereby dismissed without prejudice for lack of subject matter jurisdiction.

IT IS FURTHER ORDERED that Plaintiffs may have leave to amend to allege a cause of action under this Court's diversity jurisdiction, and over which this Court has subject matter jurisdiction, if there be any, within twenty (20) days of the date of this Order.

ORDERED this 9th day of August, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUG -9 1985

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 LLOYD VINSON and WANDA)
 LEE VINSON, husband and wife,)
)
 Defendant.)

CIVIL ACTION NO. 85-C-529-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 Nancy Nesbitt
Blevins, 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 9th day of August, 1985.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

Hubert A. Marlow

for

NANCY NESBITT BLEVINS
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 9th day of August, 1985,
a true and correct copy of the foregoing was mailed, postage
prepaid thereon, to: Lloyd Vinson and Wanda Lee Vinson, 264 East
52nd Place North, Tulsa, Oklahoma 74126.

Hubert A. Marlow
Assistant United States Attorney

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

FILED

WILBUR C. CUNNINGHAM,)
and EARLENE CUNNINGHAM,)
)
Plaintiffs,)
)
vs.)
)
OWENS-CORNING FIBERGLASS)
CORPORATION, et al.,)
)
Defendants.)

AUG - 9 1985

JACK L. SMITH, JR.
U. S. DISTRICT CLERK

No. 84-C-⁴⁷¹~~741~~-E

ORDER

Now on this 29th day of July, 1985, upon the Motion for Summary Judgment of the Defendant, Combustion Engineering, Inc., this cause comes on for hearing pursuant to regular setting. Plaintiffs appeared by their attorneys and Defendant appeared by its attorneys.

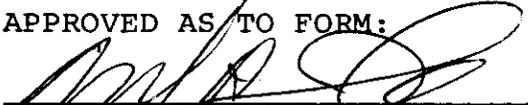
Upon hearing arguments of the parties and upon the Plaintiffs having no objection to the granting of the said Defendant's Motion,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment of Defendant Combustion Engineering, Inc. is sustained and said Defendant is hereby dismissed from this cause of action.

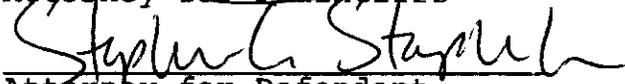
Dated this 9 day of August, 1985.

S/ JAMES O. ELLISON

JUDGE OF THE UNITED STATES
DISTRICT COURT

APPROVED AS TO FORM:


Attorney for Plaintiffs



Attorney for Defendant
Combustion Engineering, Inc.

FILED

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

AUG 8 1985

PAUL P. KORO and LARRY J. DULLYE,)
)
 Plaintiffs,)
)
 vs.)
)
 WINMONT ASSOCIATES, et al.,)
)
 Defendants.)

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

CIVIL ACTION NO. 85-C-552-E

ORDER

THE COURT has now before it the Motion of Defendants Winmont Associates, Joshua Waters, Bernard I. Waters and Professional Planning Associates, Inc., Profit Sharing Plan Trust, to transfer the above-entitled and numbered action from the Northern District of Oklahoma to the United States District Court for the Eastern District of Pennsylvania, Philadelphia, Pennsylvania.

The Court, upon full consideration of said Defendants' Motion, all responses filed thereto by other parties, being fully advised in the premises and for good cause shown;

IT IS THEREFORE ORDERED that the above-entitled and numbered action be and hereby is transferred to the United States District Court for the Eastern District of Pennsylvania, Philadelphia, Pennsylvania; and

FURTHER, that the Clerk of this Court is instructed to take all steps necessary to the prompt and efficient transfer of this cause.

IT IS SO ORDERED on this the 8 day of Aug, 1985.

S/ JAMES O. ELLISON

JAMES O. ELLISON
United States District Judge

FILED

IN THE UNITED STATES DISTRICT COURT IN AND FOR
THE NORTHERN DISTRICT OF OKLAHOMA AUG -7 1985

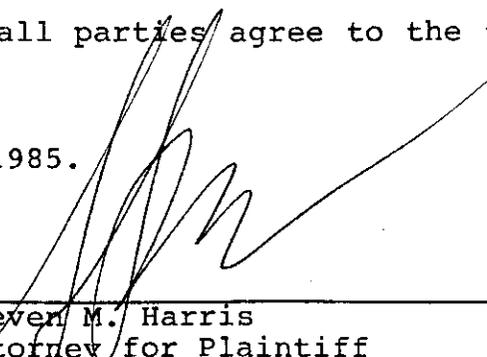
JACK C. OLIVER, CLERK
U.S. DISTRICT COURT

DURABILITY, INC.,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 85-C-493-E
)	
INTERSTATE CONSTRUCTION)	
MANAGEMENT, INCORPORATION,)	
)	
Defendant.)	

STIPULATION OF DISMISSAL

COME NOW the parties to the above styled case and hereby dismiss the above entitled action with prejudice to all parties pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure. The parties agree that said action has been fully settled, adjusted and compromised and that all parties agree to the terms of the stipulations.

Dated this 31 day of July, 1985.



 Steven M. Harris
 Attorney for Plaintiff



 T. Logan Brown
 Attorney for Defendant

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

F I L E D

AUG 7 1985

ARROW SPECIALTY COMPANY,)
)
Plaintiff,)
)
v.) CIVIL ACTION NO.
)
MUTHANA N. AL-NASSERI,) NO. 84-C-885-C
)
Defendant.)

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

ORDER OF DISMISSAL WITH PREJUDICE

On this 7 day of August, 1985, came on for consideration the Stipulation of Dismissal between Plaintiff and Defendant. On consideration of that Stipulation, the Court ORDERS,

That this action, including all claims and counterclaims, be dismissed with prejudice;

That the terms and provisions of the Memorandum Agreement of the parties be incorporated into this Order by reference; and

Each party is to bear its own costs.

ORDERED AND ENTERED this 6th day of August, 1985.

H. DALE COOK

United States District Judge

Entered

FILED

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

AUG 7 1985

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

PATTI JOBE,)
)
 Plaintiff,)
)
 vs.)
)
 A. H. ROBINS COMPANY, INC.,)
)
 Defendant.)

No. 85-C-709-C

O R D E R

Now before the Court for its consideration is the motion of Roger L. Tuttle to quash a subpoena issued by the Clerk for the United States District Court for the Western District of Oklahoma. The subpoena was issued to compel his attendance at trial before that court in Oklahoma City on August 12, 1985.

On July 15, 1985 a hearing was held before the Court. The Court quashed the deposition subpoenas and reserved ruling on the trial subpoena.

Tuttle is a resident of Tulsa County within the Northern District of Oklahoma. During the years 1971 through 1976 Tuttle was employed by defendant as general counsel. During this period of time plaintiff alleges defendant engaged in acts of negligence and fraud which caused her injury. Plaintiff alleges Tuttle has special knowledge of relevant facts and has subpoenaed him for testimony at trial. Tuttle asserts he has previously provided testimony both in court and by deposition and that defendant has stipulated to the admission of this testimony at plaintiff's trial. Tuttle contends plaintiff's subpoena to attend trial is

burdensome, oppressive and harassing. Tuttle further contends that no particularized need for his testimony has been shown and that further testimony is unnecessarily cumulative. The issue before the Court is whether a federal district court in which a potential witness resides has the jurisdiction and power to quash a trial subpoena issued by a sister federal district court which is the situs of trial.

In his memorandum brief, Tuttle fails to cite a case on point. Tuttle relies on Shawmut v. American Viscose, 11 F.R.D. 562 (D.C. N.Y. 1951) which discusses a foreign court's power to modify, vacate or enforce a subpoena duces tecum issued for discovery purposes in connection with the taking of oral depositions within that court's jurisdiction. Apparently Tuttle is arguing that the power to quash a trial subpoena is synonymous with the power to quash a deposition subpoena. There is no dispute a court can quash a subpoena issued to one of its residents for discovery purposes. Rule 45(e)(1) F.R.Cv.P. provides if the subpoena is for a hearing or trial, the subpoena is issued by the clerk for the district in which the hearing or trial is to be held. Rule 45 (d)(1) F.R.Cv.P. provides if the subpoena is for the purpose of taking a deposition it is issued by the clerk of the district in which the deposition is to be taken. Rule 45(f) F.R.Cv.P. provides that disobedience of a subpoena may be punished as contempt of court from which the subpoena was issued.

Tuttle has failed to provide the Court persuasive authority that grants this Court power to quash a subpoena for trial issued from a sister court. Under the Rules this Court would have no

power upon motion by the defendant to hold Tuttle in contempt of court for failure to follow the other court's command to appear for trial. Analogously, this Court is without apparent authority to quash plaintiff's subpoena commanding his appearance issued by the other court. The Court defers ruling on the merits of Tuttle's motion to quash. The court finds that Tuttle has not provided the Court with legal authority for it to assume jurisdiction and quash a subpoena issued out of an adjoining federal district court. Further, under the doctrine of comity the Court refrains from further action.

IT IS THEREFORE THE ORDER of the Court that John L. Tuttle's motion to quash the trial subpoena issued out of the Western District of Oklahoma is hereby denied. Movant's request for attorney fees and costs in representing himself pro se at the hearing to quash the deposition subpoena is hereby denied.

IT IS SO ORDERED this 6 day of aug, 1985.


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

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

FILED

AUG -6 1985

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

C.B.L. ENTERPRISES, INC.,
Plaintiff,

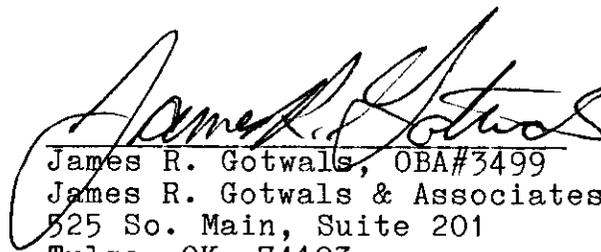
-vs-

JOHN ROURKE, d/b/a ROURKE AVIATION,
Defendant,

Case No. 85-C-458-E

NOTICE OF DISMISSAL BY STIPULATION

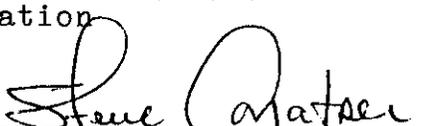
COMES NOW the Plaintiff and the Defendant, pursuant to Rule 41 (a) (1) (ii) and dismiss the above-entitled cause, by stipulation this 30th day of July, 1985.


James R. Gotwals, OBA#3499
James R. Gotwals & Associates
525 So. Main, Suite 201
Tulsa, OK 74103
(918) 599-7088

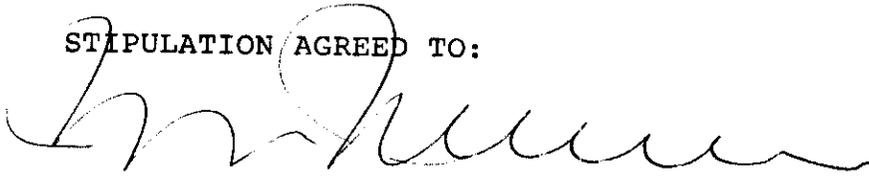
Robert G. Haney, Esq.
25 East Central
Miami, OK 74354
Co-counsel for C.B.L.
Enterprises, Inc.,

Accepted and agreed to:

Conatser & Conatser,
Attorney's for the Defendant
John Rourke, d/b/a Rourke
Aviation

By 
Steve Conatser, OBA#1839
415 South Dewey, Suite 205
Bartlesville, OK 74003
(918) 336-3333

STIPULATION AGREED TO:



J. Warren Jackman
Pray, Walker, Jackman,
William & Marlar
Oneok Plaza, 9th Floor
Tulsa, Oklahoma 74103

Attorney for the Defendants

Entered

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

FIRST WESTROADS BANK, INC.)
)
Plaintiffs,)
)
-vs-)
)
REGINALD O. HUGHES and)
J. THEODORE JOBIN,)
)
Defendants.)

AUG -6 1965

JACK C. SILVER, CLERK
U.S. DISTRICT COURT
No. M-1207-B

ORDER OF DISMISSAL WITH PREJUDICE

Upon the application of the Plaintiff, First Westroads Bank, Inc., for the entry of an Order of Dismissal of the Plaintiff's cause of action against the Defendant, J. Theodore Jobin, with prejudice and for good cause shown therein, it is hereby,

ORDERED that Plaintiff's cause of action is dismissed with prejudice.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

By: S/ JAMES O. ELLISON

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

1984-5-10
1985

TRIANGLE INVESTMENT GROUP)
JOINT VENTURE, a joint)
venture group, consisting)
of LAWRENCE CAUTHEN, a)
Citizen and resident of)
Texas, NEZAR A. SHOASSY,)
a Citizen and resident of)
Texas, and GEORGE C. SWANSON,)
a Citizen and resident of)
Texas,)

JACK B. DUNN, CLERK
U.S. DISTRICT COURT

Plaintiffs,)

vs.)

Case No. 84-C-901 C)

NORTH CENTRAL DRILLING)
COMPANY, INC., an Oklahoma)
corporation; WILLIAM J.)
JENNINGS, a Citizen and)
resident of Oklahoma;)
KENNETH B. PRIVETT, a Citizen)
and resident of Oklahoma; and)
JOHNNY BRYANT, a Citizen and)
resident of Oklahoma,)

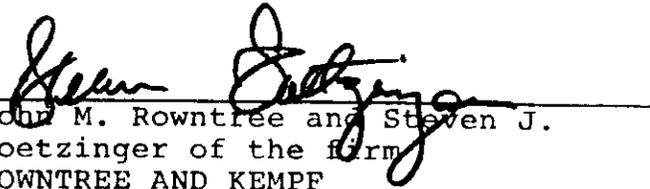
Defendants.)

STIPULATION OF DISMISSAL WITH PREJUDICE

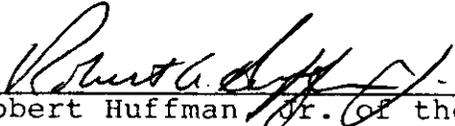
Pursuant to Rule 41 (a) (1) of the Federal Rules of Civil Procedure, the parties hereby stipulate that this action be dismissed with prejudice.

Respectfully submitted,

By:


John M. Rowntree and Steven J.
Goetzinger of the firm
ROWNTREE AND KEMPF
6440 Avondale Dr., Suite 201
Oklahoma City, OK 73116
ATTORNEYS FOR PLAINTIFFS

By:


Robert Huffman, Jr. of the firm
HUFFMAN, ARRINGTON, KIHLE, GABERINO
AND DUNN
1000 ONEOK Plaza
Tulsa, Oklahoma 74103
Co-Counsel for Plaintiffs

By:


P. David Newsome, Jr. and
Ali M. M. Mojdehi of the firm
CONNER AND WINTERS
2400 First National Tower
Tulsa, Oklahoma 74103
ATTORNEYS FOR DEFENDANTS

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

ISABELL PENN,)
)
 Plaintiff,)
)
 vs.)
)
 CHARLES READINGER, et al.,)
)
 Defendants.)

FILED

AUG 5 1985

No. 82-C-837-C

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

ORDER

The parties to this action having so stipulated and agreed,
this Court does hereby:

ORDER, ADJUDGE AND DECREE that this action is hereby
dismissed with prejudice with each party to bear its own costs.

Given under my hand this 2 day of Aug, 1985.

H. DALE COOK
Honorable H. Dale Cook
United States District Judge

17

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

Closes

PATRICK MALLOY III, as Trustee in
Bankruptcy for NELLIE MAY SEIGLE,

Plaintiff,

vs.

UNITED STATES FIDELITY & GUARANTY
COMPANY, a Maryland corporation, and
JAMES J. RUSSELL,

Defendants.

Case No.: 84-C-747-B. ⁶

FILED

111 2000 of

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

ORDER OF DISMISSAL

ON This 2nd day of Aug. 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 defendants be and the same hereby are dismissed with prejudice to any future
action.

Thomas Brett

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

APPROVALS:

JACK B. SELLERS,

Jack B. Sellers

Attorney for the Plaintiff,

BY,

[Handwritten signature] ←

Attorney for the Plaintiff,

RICHARD D. WAGNER,

[Handwritten signature]

Attorney for the Defendants

Entered

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

AUG -2 1985
CLERK

ROBERT W. TURNER,
Plaintiff,

vs.

INSURANCE COMPANY OF NORTH
AMERICA, a Pennsylvania
corporation,

Defendant.

No. 84-C-792-B ✓

J U D G M E N T

This action came on for trial before the Court and a Jury, and the issues having been duly tried and the jury having duly rendered its verdict,

IT IS ORDERED AND ADJUDGED that the plaintiff, Robert W. Turner, recover of the defendant, Insurance Company of North America, the sum of \$60,000.00, with interest thereon at the rate of 8.18% per annum as provided by law, a reasonable attorney fee if timely applied for and his costs of action if timely applied for.

Dated at Tulsa, Oklahoma this 2nd day of August, 1985.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JACK W. HARRIS, CLERK
U.S. DISTRICT COURT

HORST JENSEN,)
)
Plaintiff,)
)
vs.)
)
PUBLIC SERVICE COMPANY OF)
OKLAHOMA, et al,)
)
Defendants.)

NO. 85-C-701-C

NOTICE OF DISMISSAL OF ACTION

TO: G. Michael Lewis of
Doerner, Stuart, Saunders, Daniel & Anderson
1000 Atlas Life Building
Tulsa, Oklahoma 74103
Attorney for Public Service Company of Oklahoma

The Corporation Company, Registered Service Agent
for General Electric Company
735 First National Building
Oklahoma City, Oklahoma 73102

Please take notice that the above-entitled action
is hereby dismissed.

BRUCE D. GAITHER OBA#3202
Law Building, Suite 100
500 West Seventh Street
Tulsa, Oklahoma 74119
918-587-6764

Attorney for Plaintiff.

AUG - 1985

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA,Jack G. Silver, Clerk
U. S. DISTRICT COURT

Civil Action, File Number

HOME BOX OFFICE, INC.,
DONREY INC., d/b/a
DONREY CABLEVISION -
BARTLESVILLE, and ESPN, INC.

Plaintiffs,

85 - C - 711 - B

vs.

ABE NOSSER and CAROLYN NOSSER,
individuals, d/b/a
HOLIDAY INN - BARTLESVILLE

Defendants.

AGREED FINAL JUDGMENT FOR PERMANENT
INJUNCTION AND DAMAGES

THIS CAUSE came on to be heard on plaintiffs', HOME BOX OFFICE, INC. ("HBO"), DONREY INC., d/b/a DONREY CABLEVISION - BARTLESVILLE ("DONREY"), and ESPN, INC. ("ESPN"), Motion for a Preliminary Injunction, and the agreement of the parties, and the Court having considered the Complaint, the Memoranda in Support of Motion for Preliminary Injunction, the evidence and being otherwise duly advised of the premises, the Court finds, upon agreement of the plaintiffs and defendants, ABE NOSSER and CAROLYN NOSSER, individuals, d/b/a HOLIDAY INN -BARTLESVILLE ("NOSSERS"), as follows:

1. Plaintiff, ESPN, produces a private, pay television entertainment service consisting primarily of sports programming, featuring amateur and professional events. Plaintiff, HBO, produces private, commercial-free, pay television entertainment services called "Home Box Office" and "Cinemax", consisting of movies, special events and sports programming, some of which, as with ESPN, it copyrights under the Copyright Law of the United States, 17 U.S.C. §101 et seq.

2. Plaintiffs, HBO, DONREY and ESPN, have rights under 47 U.S.C. §605 and as amended, 47 U.S.C. §705(a), to prevent unauthorized reception and use of pay television transmissions distributed via satellite and received by means of satellite antennas or "earth stations".

3. Plaintiffs, HBO and ESPN, have exclusive rights under 17 U.S.C. §106 to perform publicly or authorize the public performance of copyrighted works on which they own copyrights.

4. Plaintiffs, HBO and ESPN, have exclusive rights under 17 U.S.C. §111(b) to secondarily transmit or to authorize the secondary transmission of copyrighted works upon which they own copyrights.

5. Plaintiff, HBO, has exclusive rights under 17 U.S.C. §1114 to use and authorize the use of its trademarks

and trade names registered with the U.S. Copyright and Trademark Office.

6. Plaintiffs, HBO and ESPN, have exclusive rights under 15 U.S.C. §1125 to prevent false descriptions and representations of any of their services.

7. Plaintiffs have alleged that defendants, NOSSERS, have engaged in the unauthorized interception of private communications in violation of 47 U.S.C. §605, as amended, 47 U.S.C. §705(a), copyright infringement in violation of 17 U.S.C. §§106, 111(b), trademark infringement in violation of 15 U.S.C. §1114, and unfair competition in violation of 15 U.S.C. §1125. Defendants, NOSSERS, do not admit the merits of plaintiffs' claims, but do agree to the entry of this Final Judgment and Permanent Injunction.

8. Plaintiffs are threatened with immediate, irreparable injury from unauthorized interception of their communications, infringement of their copyrights, infringement of trademarks and trade names, false descriptions and representations of the services provided by defendants, and from theft of their services, for which they have no adequate remedy at law.

9. Defendants, NOSSERS, own and operate a 115-room motel in Bartlesville, Oklahoma known as the HOLIDAY INN - BARTLESVILLE. Plaintiffs have alleged that NOSSERS

have, by means of an earth station, received the satellite transmissions of plaintiffs without their authorization.

10. The potential harm to defendants by entry of this Judgment does not outweigh the threatened injury to the plaintiffs nor is the entry of this Order adverse to the public interest, and a preliminary injunction is necessary to prevent the harm to plaintiffs.

11. This Court additionally concludes that plaintiffs have suffered damages, including attorneys' fees and costs in the prosecution of this action. Plaintiffs have suffered compensatory damages in the amount of \$16,060.00, including attorneys' fees and costs.

Based upon the foregoing Findings of Fact and Conclusions of Law,

It is hereby ORDERED and ADJUDGED that this Court permanently enjoins NOSSERS, and their partners, subsidiaries, affiliates, officers, agents, representatives, servants, employees, privies and all persons in active concert and participation with them from:

A. Intercepting, receiving, appropriating, converting to their own use, or retransmitting, divulging or using any satellite-delivered transmissions of plaintiffs' programming or signals, or any satellite-delivered

programming which DONREY makes, or could make, available to the public through its master contracts, without authorization from plaintiffs;

B. Assisting, aiding, abetting, or conspiring with any person to intercept, receive, appropriate, convert, or retransmit, divulge or use plaintiffs' programming or signals, without their authorization;

C. Intercepting, receiving, appropriating, converting to their own use, or retransmitting or using any copyrighted works or programming transmitted in plaintiffs' satellite transmissions, without their authorization; and

D. Assisting, aiding, abetting or conspiring with any person to intercept, receive, appropriate, convert or retransmit, divulge or use plaintiffs' copyrighted works, programming, or signals transmitted by satellite, without their authorization.

IT IS FURTHER ADJUDGED that plaintiffs recover from defendants, NOSSERS, the sum of \$16,060.00 for compensatory damages, reasonable attorneys' fees and costs.

DONE and ORDERED, in Chambers, at Tulsa, Oklahoma, this 2nd day of Aug, 1985.


UNITED STATES DISTRICT COURT JUDGE

Copies Furnished:

Terry S. Bienstock, P.A.
Robert M. Kane

entered

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

FILED

AUG -2 1985

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 M. T. PRODUCTS, a corporation,)
 and MILDRED TRUMBULL, an)
 individual,)
)
 Defendants)

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

No. 84-C-994-B

O R D E R

This matter comes before the Court on the motion for new trial of defendants M. T. Products, Ltd. and Mildred Trumbull. Plaintiff has objected to the motion. For the reasons set forth below, the motion for new trial is overruled.

On April 24, 1985, following jury trial, defendants were convicted of criminal contempt based upon violation of a Consent Decree of Permanent Injunction entered by this Court in 1980. On July 2, 1985, the Court sentenced defendant Mildred Trumbull to three years probation and fined the corporate defendant, M. T. Products, \$50,000. Defendants have moved for new trial pursuant to F.R.Cr.P. 33, setting forth seven grounds in support of the motion:

1. Defendants first contend an order entered March 25, 1985, overruling various jurisdictional motions of defendants prejudiced defendants by misconstruing the consent order of December 3, 1980. Specifically, defendants complain the order referred to defendants' products as "drugs", whereas the consent

decree was entered without any finding of fact made as to the products being drugs. The consent order merely prohibited interstate sale of the products "as drugs." Defendants also complain that the Court erred in paraphrasing a portion of the consent decree in its order of March 25, 1985. Defendants contend that the Court materially altered the meaning of paragraph 2(A) of the Consent Decree by deleting the words, "containing any of the same or similar ingredients, including but not limited to, the extract lily genus (Lilium) by and paraphrasing, with "any similar article designated by any other name." The Court can find no such language in the order.

The Court rejects defendants' argument that any portion of the order regarding motion to dismiss was prejudicial to defendants at trial. Said order was not seen by or read to the jury at trial. The Court made no finding at trial that the products were drugs, nor was the jury so instructed. Rather, the jury was given instructions as to the definition of the term "drug" and the evidence it could consider in determining whether defendants' products were sold as drugs. Likewise, the jury was instructed as to the meaning of the term "similar" and was allowed to determine for itself whether the products sold in interstate commerce were similar to those named in the consent decree. Defendants did not object to either instruction. Therefore, the Court finds no prejudice to defendants occurred.

2. Defendants also contend the FDA should not have been allowed to introduce evidence concerning interstate shipment of

OM-12 and Vital Force, because the FDA in March 1981 made a declaration that these products were non-drugs. Defendants refer to a letter written March 12, 1981, by the FDA, wherein the FDA commented on specific product labeling for OM-12 and Vital Force. This letter did not, however, state the products were foods rather than drugs nor did it approve other labeling and/or product written information not presented to the FDA.

3. Defendants argue that violations that occurred--if any--were inadvertent and could not be classified as intentional and willful. Defendants contend a new trial should be granted "because the Plaintiff admits at page 5 of their Memorandum Brief of May 30, 1985 that the Defendants were not provided any warning of their purported violations of the Consent Decree." Defendants appear to assert that the government was required to give them warning they were violating the injunction before prosecuting for the violations. However, there is no such requirement; once an injunction is issued, the defendant is under an obligation to obey its terms. See United States v. Christie Industries, Inc., 465 F.2d 1002, 1007-08 (3rd Cir. 1977).

4. Defendants contend that after trial, the government admitted in open court that three of the products mentioned and prohibited by the consent order from sale in interstate commerce "as drugs" are not in fact drugs. Apparently, defendants refer to plaintiff's sentencing memorandum, wherein the government charges the products sold by plaintiff are not cures for diseases--as advertised to buyers--but are instead low-dose

vitamins, distilled water, and fruit and vegetable extracts. The government did not admit the products are not advertised and sold "as drugs."

5. Defendants next argue they were denied their constitutional right to fair trial by the failure of competent counsel to present an able defense. A criminal defendant is entitled under the Sixth Amendment to effective assistance of competent counsel. United States v. Winkle, 722 F.2d 605, 609 (10th Cir. 1983). The constitutional standard for attorney performance is that of reasonably effective assistance. Strickland v. Washington, ___ U.S. ___, 104 S.Ct. 2052, 2064, 80 L.Ed.2d 674 (1984). The Tenth Circuit defines this as the "exercise [of] the skill, judgment and diligence of a reasonably competent defense attorney." United States v. Burney, 736 F.2d 787, 790 (10th Cir. 1985). In claiming ineffective assistance of counsel, a convicted defendant must identify the acts or omissions of counsel that comprise the alleged ineffectiveness. Strickland v. Washington, supra, 104 S.Ct. at 2066.

Defendants have failed to identify any alleged acts of incompetence on the part of Frank Hickman, the attorney who represented them during the trial of this matter. Their only specific allegation is that Mr. Hickman refuses now to cooperate with new counsel for defendants. Because the defendants have been unable to provide any specific examples of alleged ineffective assistance of counsel, the Court must reject their contention of violation of the Sixth Amendment right to adequate

representation of counsel. Further, the Court observed the performance of attorney Hickman and concludes that his performance as counsel met reasonable standards.

6. Defendants renew their argument that a one-year statute of limitations applied to the violations alleged by the government in its petition for order to show cause; therefore, all counts were barred. The Court has previously ruled that since this action was brought under 18 U.S.C. §401, which has no statute of limitations, the applicable statute of limitations is 18 U.S.C. §3282, which provides a five-year limit on prosecution of any offense other than a capital offense. The Court reiterates that ruling herein.

7. Defendants' final argument is that their right to fair trial was denied by the government's unlawful attempt to prohibit the sale of their products, which sale they claim is perfectly legal under §411 of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §350. Defendants also contend the court lacks subject matter jurisdiction to try and sentence them, because the products they are selling are non-drugs. This argument has been raised before. As the Court stated in its order of March 25, 1985, the underlying decree is not subject to challenge in a criminal contempt proceeding. United States v. United Mine Workers of America, 330 U.S. 258, 293-294 (1947). Therefore, defendants' claim their products are not drugs does not render their interstate sale acceptable in light of the injunction against their sale as drugs. Furthermore, 21 U.S.C.

§321(g)(1)(B), provides that the term "drug" includes "articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man..." The section cited by defendants in support of their claim that their products are not "drugs" merely provides that a vitamin or mineral product cannot be regulated as a drug solely because it exceeds the level of potency determined by the Secretary to be nutritionally rational or useful. That section also provides that this limitation on regulation of a product does not apply "in the case of a vitamin, mineral, or other ingredient of food, or food, which is represented for use by individuals in the treatment or management of specific diseases or disorders..." 21 U.S.C. §350(a)(2). The government alleged in its petition and the jury found based upon evidence presented that defendants were selling their products as drugs, as defined by statute, in interstate commerce, in violation of the consent decree.

Defendants' motion for new trial is hereby overruled. Defendants shall have 10 days from this date to appeal conviction and sentence in this case.

ENTERED this 2nd day of August, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

F I L E D

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUG 1 1985

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
THOMAS E. RORSTRAM,)
)
Defendant.)

CIVIL ACTION NO. 85-C-366-E

ORDER OF DISMISSAL

Now on this 31st day of July, 1985, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve him have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Thomas E. Rorstram, be and is dismissed without prejudice.


UNITED STATES DISTRICT JUDGE

Entered

F I L E D

AUG 1 1985

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

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

PEGGY WILLIAMS,

Plaintiff,

vs.

No. 84-C-623-E

LIFEMARK RECOVERY CENTERS,
et al.,

Defendants.

O R D E R

NOW on this 1st day of *August* ~~July~~, 1985 comes on for hearing the above styled case and the Court, being fully advised in the premises finds:

Plaintiff's motion to remand should be granted pursuant to Lederman v. Pacific Mutual Life Ins. Co., 494 F.Supp. 1020 (C.D. Calif. 1980) and Cates v. Blue Cross & Blue Shield, 434 F.Supp. 1187 (E.D. 1977).

It is so ORDERED.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

FILED

IN THE UNITED STATES DISTRICT COURT AUG -1 1995
IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

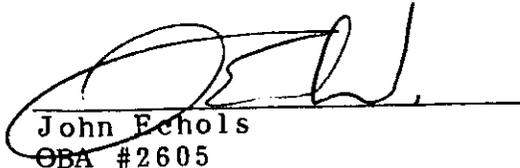
HERBERT E. BOWMAN, SR.,)
and HERBERT E. BOWMAN, JR.,)
)
Plaintiffs,)
)
vs.)
)
THE CITY OF TULSA, a)
municipal corporation and)
TULSA POLICE OFFICERS J .D)
WOODWARD, LORRAINE AYE, and)
C. D. SMITH)
)
Defendants.)

No. 84-C-1023-B

STIPULATION OF DISMISSAL WITH PREJUDICE AS
TO OFFICER C. D. SMITH ONLY

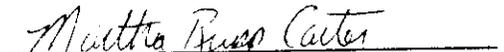
The parties to this action hereby enter into this stipulation for the dismissal with prejudice of defendant Officer C. D. Smith only. This stipulation of dismissal with prejudice is conditioned upon the right of defendants City of Tulsa and Officer C. D. Smith to present their motion for attorney's fees, costs, and expenses incurred in representation of officer C. D. Smith in this action and the Court's consideration of that motion.

This Stipulation of Dismissal is made pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, and is made with the consent of all of the Parties who have appeared in this action.



John Echols
OBA #2605
Echols & Echols, Inc.
P. O. Box 2984
Tulsa, OK 74101
(918) 599-0091

Attorneys for the Plaintiffs,
HERBERT E. BOWMAN, SR., and
HERBERT E. BOWMAN, JR.



Martha Rupp Carter, Esq.
Assistant City Attorney
200 Civic Center, Room 316
Tulsa, OK 74103
(918) 592-7717

Attorney for defendants,
City of Tulsa and Tulsa Police
Officers J. D. Woodward
Lorraine Aye and C. D. Smith

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

entered

FILED

AUG -1 1985

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

U.S.F. & G. INSURANCE COMPANY,
Plaintiff,

VS.

JERRY SCHONFIELD d/b/a
SCHONFIELD DRILLING COMPANY,
Defendant.

NO. 84-C-746-B

JUDGMENT BY DEFAULT

Now on this 29th day of July, 1985 this matter coming on before the Court to be heard in its regular order and the plaintiff appearing by and through its counsel, Don L. Dees, and the defendant, Jerry Schonfield, appearing not.

The plaintiff moves for a judgment by default against the defendant on the issue of liability only, and that the Court finds that the entry of such judgment is proper and that the issues of damages should be reserved for further hearing on August 2, 1985 at 9:00 o'clock a.m.:

IT IS THEREBY ORDERED that the plaintiff be granted judgment on the issue of liability against this defendant and reserves the question of damages for a hearing before the Court on August 2, 1985 at 9:00 o'clock a.m.

S/ THOMAS R. BRETT

JUDGE OF THE DISTRICT COURT

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

FILED

AUG -1 1985

CROWN CENTRAL PETROLEUM
CORPORATION,

Plaintiff,

vs.

JAMES FRANKLIN WILLIAMS,

Defendant.

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

No. 84-C-982-C

J U D G M E N T

Pursuant to the Order entered herein on July 15, 1985, sustaining plaintiff's Motion for Summary Judgment, judgment is hereby entered in favor of plaintiff Crown Central Petroleum Corporation in the amount of \$33,891.16 plus interest at the legal rate and against defendant James Franklin Williams.

Without documentation of the plaintiff's entitlement to attorney fees, and the associated documentation as required by law, the amount of the attorney's fee cannot be determined. Plaintiff is hereby given twenty (20) days within which to submit proper documentation to the Court. Defendant is given 10 days thereafter in which to respond.

IT IS SO ORDERED this 31 day of July, 1985


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