

*Entered*

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

FILED

APR 30 1986

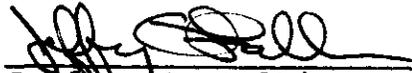
JACK C. SILVER, CLERK  
U.S. DISTRICT COURT

ROY LeBLANC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Civil Action No.
	)	
INGERSOLL-RAND CO.,	)	84-C-448-B
a New Jersey corporation,	)	
	)	
Defendant.	)	

STIPULATION OF DISMISSAL  
WITH PREJUDICE

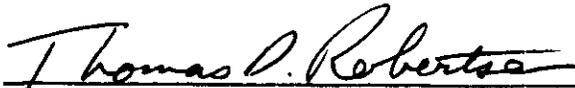
COME NOW Roy LeBlanc, Plaintiff herein, and Ingersoll-Rand Company, Defendant herein, and pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), do hereby stipulate that this action is dismissed, with prejudice. Each party is to bear his or its own costs and expenses, including attorney fees.

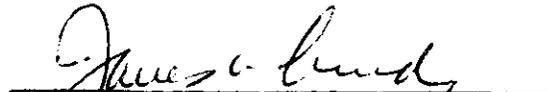
For Defendant:

  
\_\_\_\_\_  
Jeffrey C. Falkin  
Labor Counsel  
Ingersoll-Rand Company

For Plaintiff:

  
\_\_\_\_\_  
Roy LeBlanc  
Plaintiff

  
\_\_\_\_\_  
Thomas D. Robertson  
Attorney for Defendant  
Nichols, Wolfe, Stamper,  
Nally & Fallis, Inc.  
Old City Hall Bldg., Suite 400  
124 East Fourth Street  
Tulsa, Oklahoma 74103

  
\_\_\_\_\_  
James A. Conrady  
Attorney for Plaintiff  
Post Office Box 669  
Okmulgee, Oklahoma 74447  
(918) 756-9611

(918) 584-5182

**FILED**

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

**APR 30 1986**

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

SAFECO INSURANCE COMPANY, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
TERRY E. ORRICK, )  
 )  
Defendant. )

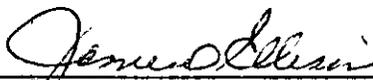
No. 85-C-682-E

O R D E R

NOW on this 30<sup>th</sup> day of April, 1986 comes on for hearing the above styled case and the Court, being fully advised in the premises finds:

This case is dismissed for failure to file briefs pursuant to Rule 8009 of the Rules of Bankruptcy Procedure.

It is so Ordered.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

FILED

APR 30 1986

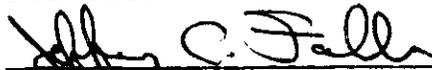
JACK C. SILVER, CLERK  
U.S. DISTRICT COURT

TOM YATES, )  
 )  
 Plaintiff, )  
 )  
 vs. ) Civil Action No.  
 )  
 INGERSOLL-RAND CO., ) 84-C-898-E  
 a New Jersey corporation, )  
 )  
 Defendant. )

STIPULATION OF DISMISSAL  
WITH PREJUDICE

COME NOW Tom Yates, Plaintiff herein, and Ingersoll-Rand Company, Defendant herein, and pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), do hereby stipulate that this action is dismissed, with prejudice. Each party is to bear his or its own costs and expenses, including attorney fees.

For Defendant:

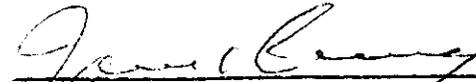
  
Jeffrey C. Falkin  
Labor Counsel  
Ingersoll-Rand Company

For Plaintiff:

  
Tom Yates  
Plaintiff

  
Thomas D. Robertson  
Attorney for Defendant  
Nichols, Wolfe, Stamper,  
Nally & Fallis, Inc.  
Old City Hall Bldg., Suite 400  
124 East Fourth Street  
Tulsa, Oklahoma 74103

(918) 584-5182

  
James A. Conrady  
Attorney for Plaintiff  
Post Office Box 669  
Okmulgee, Oklahoma 74447  
(918) 756-9011

**E I L E D**

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

APR 30 1986

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

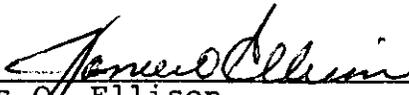
DEAN WITTER REYNOLDS INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 84-C-862-E
	)	
JOHN C. CANDLER,	)	
	)	
Defendant.	)	

CONSENT TO JUDGMENT  
AND  
JUDGMENT

ON the 17<sup>th</sup> day of March, 1986, the above captioned civil action came on for trial according to regular assignment. The Plaintiff, Dean Witter Reynolds, Inc. appears by its attorney, James R. Ryan, and the Defendant, John C. Candler, appeared in person.

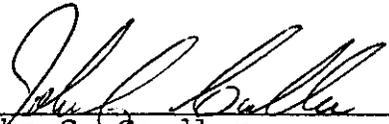
In open Court the Defendant, John C. Candler, consented to the entry of judgment against him and the Plaintiff, Dean Witter Reynolds, Inc. stipulated and agreed that no execution would be issued on such judgment prior to May 21, 1986. Plaintiff and Defendant confirm the foregoing by indicating their approval at the conclusion hereof.

IT IS HEREBY ordered and adjudged that judgment shall be, and is hereby entered in to the above captioned civil action in favor of Dean Witter Reynolds, Inc. and against John C. Candler in the principal sum of \$37,048.48 together with accrued interest (at the rate of six percent per annum) ~~in the amount of~~ \$ which has accrued upon the account of the Defendant with Plaintiff and for all costs of this action.

  
James O. Ellison  
U. S. District Judge

APPROVED AS TO FORM AND  
SUBSTANCE.

  
James R. Ryan  
Attorney for Dean Witter  
Reynolds, Inc.

  
John C. Candler

FILED

APR 30 1986

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

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

DALTON LANGLINAIS and BARBRA )  
BEGLEY, parents and surviving )  
kin of GWILA LANGLINAIS, )  
deceased, )

Plaintiffs, )

vs. )

NATIONAL CONSTRUCTION, )  
INC., et al., )

Defendants. )

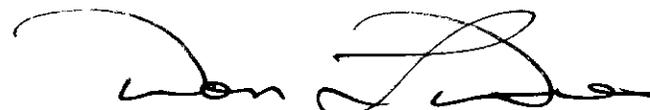
No. 84-C-797-E

STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between the plaintiff, Dalton Langlinois, parent and surviving kin of Gwila Langlinois, and the defendants, National Construction Company, Junus Bentley, Jerry Bentley, Transamerica Delaval, Inc., and Practical Engineering Co., a Division of Practical Products Corp., that this action and all claims asserted herein are dismissed without costs as between the parties and with prejudice to the renewal, recommencement or institution of the lawsuit or of any other action or proceeding by the plaintiff upon any claim that has been, or may have been, raised in connection with those matters and allegations asserted in this case.

  
\_\_\_\_\_  
JOHN R. WOODARD, III,  
Attorney for Transamerica  
Delaval, Inc.

  
\_\_\_\_\_  
JAMES K. SECREST, II,  
Attorney for Practical  
Engineering Co., a Division  
of Practical Products Corp.

  
\_\_\_\_\_  
DON L. DEES, Attorney for  
Plaintiff

  
\_\_\_\_\_  
JACK GORDON, Attorney for  
Defendants National Con-  
struction Company, Junus  
Bentley and Jerry Bentley

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

FILED

APR 30 1986

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

EQUITY MUTUAL INSURANCE )  
COMPANY, a foreign insurance )  
corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
SPRING VALLEY WHOLESALE )  
NURSERY, INC., an Oklahoma )  
corporation, et al., )  
 )  
Defendants, )  
 )  
and )  
 )  
NATIONAL INDEMNITY COMPANY )  
a foreign insurance )  
corporation, )  
 )  
Intervenor and )  
Cross-Petitioner. )

No. 84-C-500-E

ADMINISTRATIVE CLOSING ORDER

The parties having requested certification of certain issues of law to the Oklahoma State Supreme Court 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 thirty (30) days of a final determination by the Oklahoma Supreme Court on the legal issues involved herein 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 30<sup>th</sup> day of April, 1986.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

FILED

APR 30 1986

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

GAIL FRINGER, )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 86-C-113-C  
 )  
 AMERICAN SERVICE BUREAU, INC., )  
 )  
 Defendant. )

JUDGMENT

NOW on this the 30 day of April, 1986, the above styled case came on for hearing. The defendant, American Service Bureau, Inc. ("American") was present and represented by its counsel Theodore Q. Eliot. The plaintiff, Gail Fringer ("Fringer") appeared not.

Thereupon the Court having reviewed its file finds that American filed its Motion to Dismiss and supporting Memorandum on February 26, 1986 herein. The Court further finds that Fringer, despite having been served with said Motion and Brief, failed to timely respond to said Motion as required by Local Court Rule 14(a). Accordingly the Court, on April 7, 1986, entered its Minute Order adjudging Fringer in default for failure to timely respond to the Motion and adjudging her to have confessed and acquiesced to same. The Court finds that Fringer was served with notice of the Minute Order and has failed to take any action with regard thereto. The Court finds that a final judgment should be entered for the defendant, American herein.

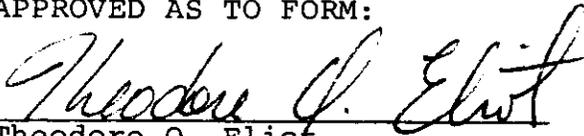
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, Gail Fringer, take nothing herein by way of her claims against the defendant American Service Bureau, Inc., and that said defendant recover its costs herein.

s/H. DALE COOK

---

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

  
Theodore Q. Eliot  
GABLE & GOTWALS, INC.  
20th Floor, Fourth National Bank  
Tulsa, OK 74119  
ATTORNEYS FOR DEFENDANT

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

BERNARD J. KLINGLER, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 TOWN OF SPERRY, OKLAHOMA, a )  
 Municipal Corporation; RICHARD )  
 BOMAN; KENNY SHATTO; and DON )  
 DAVIDSON, Town Trustees, )  
 )  
 Defendants. )

Case No.: 85-C-614-**FILED**

APR 30 1986

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

JUDGMENT

The above case came on for consideration on March 12, 1986 of the combined Motion for Partial Summary Judgment and Motion to Dismiss of the Defendants. The Court finds that Plaintiff has confessed these Motions by his failure to timely respond thereto pursuant to Local Rule 14A. As such, the Court hereby grants the Motion of the Defendants for Partial Summary Judgment and the Motion to Dismiss. Judgment is accordingly entered in favor of the Defendants.

Dated: April 30, 1986

(Signed) H. Dale Cook

\_\_\_\_\_  
U.S. District Judge for the Northern  
District of Oklahoma

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DAN R. MULVIHILL, a single )  
 person; MILLER PROPERTIES, )  
 INC., an Oklahoma corporation; )  
 PIONEER SAVINGS AND TRUST )  
 COMPANY; TRI-COM CORPORATION, )  
 an Oklahoma corporation, )  
 d/b/a Chase and Associates; )  
 BANK OF COMMERCE AND TRUST )  
 COMPANY; SECURITY BANK, an )  
 Oklahoma banking corporation; )  
 JAMES ELKINS; COUNTY TREASURER, )  
 Tulsa County, Oklahoma; and )  
 BOARD OF COUNTY COMMISSIONERS, )  
 Tulsa County, Oklahoma, )  
 )  
 Defendants. )

**FILED**

APR 30 1986

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

CIVIL ACTION NO. 85-C-35-C

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 30<sup>th</sup> day  
of April, 1986. The Plaintiff appears by Layn R.  
Phillips, United States Attorney for the Northern District of  
Oklahoma, through Peter Bernhardt, Assistant United States  
Attorney; the Defendant, Dan R. Mulvihill, appears by his  
attorney, H. I. Aston; the Defendant, Tri-Com Corporation, an  
Oklahoma corporation, d/b/a Chase and Associates, appears by its  
attorney, Don E. Gasaway, the Defendant, Bank of Commerce and  
Trust Company, an Oklahoma banking corporation, appears by its  
attorney, James H. Ferris; the Defendants County Treasurer and  
Board of County Commissioners, Tulsa County, Oklahoma, appear by  
Susan K. Morgan, Assistant District Attorney, Tulsa County,  
Oklahoma; the Defendant, Pioneer Savings and Trust Company,

appears not having previously filed its Disclaimer herein; and the Defendants, Miller Properties, Inc., an Oklahoma corporation, Security Bank, an Oklahoma banking corporation, and James Elkins, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendant, Dan R. Mulvihill, was served with Summons and Complaint on February 5, 1985; that the Defendant, Miller Properties, Inc., an Oklahoma corporation, acknowledged receipt of Summons and Complaint on August 9, 1985, through the Secretary of State of the State of Oklahoma; that the Defendant, Bank of Commerce and Trust Company, an Oklahoma banking corporation, acknowledged receipt of Summons and Complaint on January 30, 1985; that the Defendant, Security Bank, an Oklahoma banking corporation, was served with Summons and Complaint on June 3, 1985; that the Defendant, James Elkins, acknowledged receipt of Summons and Complaint on January 13, 1985; that the Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on January 16, 1985, and on January 31, 1985; and that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on January 18, 1985.

It appears that the Defendant, Dan R. Mulvihill, filed his Answer and Cross-Complaint on February 20, 1985; that the Defendant, Tri-Com Corporation, an Oklahoma corporation, d/b/a Chase and Associates, has filed its Answer on September 24, 1985; that the Defendant, Bank of Commerce and Trust Company, an

Oklahoma banking corporation, has filed its Answer and Cross-Complaint on February 7, 1985; that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have filed their Answers on January 31, 1985; that the Defendant, Pioneer Savings and Trust Company, filed its Disclaimer on February 19, 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 Defendant, Miller Properties, Inc., an Oklahoma corporation, has failed to answer and its default has been entered by the Clerk of this Court on October 7, 1985; that the Defendant, Security Bank, an Oklahoma banking corporation, has failed to answer and its default has been entered by the Clerk of this Court on September 18, 1985; and that the Defendant James Elkins, has failed to answer and his default has been entered by the Clerk of this Court on June 3, 1985.

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

Lot Three (3), Block Ten (10), LAKE-VIEW HEIGHTS AMENDED ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof; a/k/a 2814 East 41st Place North, Tulsa, Oklahoma.

The Court further finds that on March 31, 1981, the Defendant, Dan R. Mulvihill, executed and delivered to the United

States of America, acting through the Veterans Administration, his promissory note in the principal amount of \$19,950.00, payable in monthly installments with interest thereon at the rate of thirteen and one-half (13½) percent per annum.

The Court further finds that as security for the payment of the above described note, the Defendant, Dan R. Mulvihill executed and delivered to the United States of America, acting through the Veterans Administration, a real estate mortgage dated March 31, 1981, and recorded on April 1, 1981, in Book 4535, Page 2444, in the records of Tulsa County, covering the above described real property.

The Court further finds that the Defendant, Dan R. Mulvihill, made default under the terms of the aforesaid promissory note and mortgage, which default has continued and that by reason thereof the Defendant, Dan R. Mulvihill, is indebted to the Plaintiff in the principal sum of \$19,828.30, plus interest at the rate of thirteen and one-half (13½) percent per annum from December 1, 1983, 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, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$ 0 . Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Bank of Commerce and Trust Company, has a lien on the real property being foreclosed by virtue of a real estate mortgage from Tri-Com Corporation, an Oklahoma corporation, d/b/a Chase and Associates, dated October 20, 1983, and recorded on October 24, 1983, in Book 4737, Page 1601, in the records of Tulsa County. The lien of the Defendant, Bank of Commerce and Trust Company, is inferior and subject to the first lien of the Tulsa County Treasurer and the lien of Plaintiff, United States of America.

The Court further finds that the Defendants, Pioneer Savings and Trust Company, Security Bank, an Oklahoma banking corporation, Tri-Com Corporation, an Oklahoma corporation, d/b/a Chase and Associates, James Elkins, Miller Properties, Inc., an Oklahoma corporation and Board of County Commissioners, Tulsa County, Oklahoma, do not have any interest, lien or right in the subject property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Dan R. Mulvihill, in the principal amount of \$19,828.30, plus interest at the rate of thirteen and one-half percent per annum from December 1, 1983, until judgment, plus interest thereafter at the current legal rate of 16.31 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Tulsa County, Oklahoma, has a first lien on the subject property for ad valorem taxes due and owing

in the amount of \$ 0 , plus applicable penalties and interest and the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Bank of Commerce and Trust Company, has a lien on the subject property, the amount of which is to be determined at a later time upon proper application by this Defendant to the Court. This lien is subject and inferior to the interest of the Defendant, County Treasurer, Tulsa County, Oklahoma, and the interest of Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Pioneer Savings and Trust Company, Security Bank, an Oklahoma banking corporation, Tri-Com Corporation, an Oklahoma corporation, d/b/a Chase and Associates, James Elkins, Miller Properties, Inc., an Oklahoma corporation, and Board of County Commissioners, Tulsa County, Oklahoma, do not have any interest, right or lien in the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Dan R. Mulvihill, 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 appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the

Plaintiff, including costs of the sale of  
said real property;

Second:

In payment of the Defendant, County  
Treasurer, Tulsa County, Oklahoma, in the  
amount of \$ 0 \_\_\_\_\_, ad valorem taxes which  
are presently due and owing on said real  
property, plus applicable penalties and  
interest; and

Third:

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

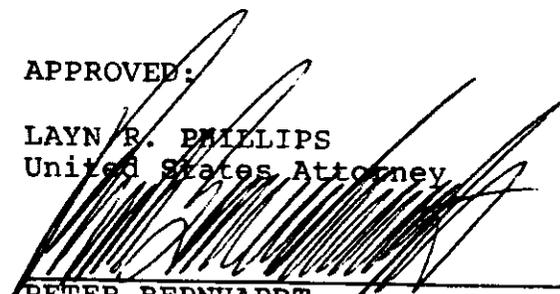
The surplus from said sale, if any, shall be deposited  
with the Clerk of the Court to await further Order of the Court.

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, all of the Defendants  
and all persons claiming under them since the filing of the  
Complaint, be and they are forever barred and foreclosed of any  
right, title, interest or claim in or to the subject real  
property or any part thereof.

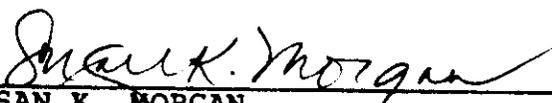
(Signed) H. Dale Cook

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
LAYN R. PHILLIPS  
United States Attorney

\_\_\_\_\_  
PETER BERNHARDT  
Assistant United States Attorney  
3600 U.S. Courthouse  
Tulsa, Oklahoma 74103  
Attorney for Plaintiff

  
\_\_\_\_\_  
SUSAN K. MORGAN  
Assistant District Attorney  
Tulsa County Courthouse  
Tulsa, Oklahoma 74103  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Tulsa County, Oklahoma

  
\_\_\_\_\_  
H. I. ASTON  
3242 E. 30th Pl., Suite A  
Tulsa, Oklahoma 74114  
Attorney for Defendant,  
Dan R. Mulvihill

  
\_\_\_\_\_  
JAMES H. FERRIS  
320 South Boston, Suite 920  
Tulsa, Oklahoma 74103  
Attorney for Defendant,  
Bank of Commerce and Trust Company

  
\_\_\_\_\_  
DON E. GASAWAY  
P.O. Box 10470  
Tulsa, Oklahoma 74159  
Attorney for Defendant,  
Tri-Com Corporation,  
d/b/a Chase and Associates

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

FILED

APR 30 1986

JOE L. WHITE, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 AMERICAN AIRLINES, INC.; )  
 DARROL DAVISON; O. J. GILBERT; )  
 WILLIAM FEY; John Doe )  
 Counselors and Attorneys at Law )  
 of Defendants; and other John )  
 Doe Defendants, )  
 )  
 Defendants. )

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

No. 84-C-716-C

ORDER

This matter comes before the Court on the following motions: the motion to dismiss or, in the alternative, motion for summary judgment or motion to strike of defendant American Airlines, Inc. ("American"); the motion to dismiss or, in the alternative, motion for summary judgment of defendant O. J. Gilbert ("Gilbert"); the motion to dismiss or, in the alternative, motion for summary judgment of defendant Darrol Davison ("Davison"); and the motion to remand of plaintiff Joe L. White ("White"). For the reasons set forth below, the Court denies the motion to remand and grants all defendants' motions to dismiss.

Defendant American removed this action from the District Court of Tulsa County, Oklahoma, on August 16, 1984. Already pending in this Court at the time of removal was a nearly identical action, styled Joe L. White v. American Airlines, Inc., 82-C-755. Plaintiff had brought this previous action on five

causes of action: 1) breach of employment contract; 2) retaliatory discharge; 3) deprivation of plaintiff's constitutional rights, filed pursuant to 42 U.S.C. §1983; 4) defamation; and 5) conspiracy. By order of January 4, 1984, United States District Judge Thomas R. Brett sustained defendant American's motion to dismiss, converted to a motion for summary judgment, with regard to all causes of action except the defamation cause of action, as to which the court overruled the cross-motions for summary judgment.

Plaintiff then moved for voluntary dismissal of 82-C-755 in order to pursue his lawsuit in state court. By Order of April 4, 1984, the Court overruled plaintiff's motion for voluntary dismissal and further overruled plaintiff's untimely request to add William Fey and Darrol Davison as party defendants to his previously dismissed conspiracy cause of action.

Plaintiff then filed the instant action in state court and American filed its petition for removal. Upon removal, defendants American, Gilbert, and Davison filed their motions to dismiss and plaintiff filed his motion to remand. Defendants contend that White's joinder of resident defendants Gilbert, Davison, Fey, and the "John Doe" defendants in this second action is designed for the sole purpose of preventing removal and evading federal jurisdiction. It is well established that upon specific allegations of fraudulent joinder, the Court may pierce the pleadings and determine if the joinder is a sham or fraudulent device to prevent removal. Smoot v. Chicago, Rock Island and Pacific Railroad Co., 378 F.2d 879 (10th Cir. 1967).

Plaintiff's petition contains allegations nearly identical to those originally made in 82-C-755 but is framed in terms of two conspiracy causes of action. First, plaintiff claims that American and "its employees, agents, and unknown John Doe co-conspirators" conspired to destroy, falsify, and forge evidence relevant to judicial proceedings pending in an action styled In re Air Crash Disaster near Chicago, Illinois on May 25, 1979 before the United States District Court for the Northern District of Illinois and additionally relevant to administrative proceedings before the Civil Aeronautics Board and the National Transportation Safety Board. Such allegations cannot and do not establish a personal cause of action in favor of plaintiff.

Plaintiff's second conspiracy claim involves allegations that American, Davison, Gilbert, Fey, and the John Doe counselors and attorneys at law of defendants perpetrated a conspiracy to terminate White, discredit his work product, defame him, and promulgate false accusations of dishonesty against him. Davison was, at the relevant times herein, the Vice President of Power Plant and Component Maintenance for American. Gilbert was, at the relevant times herein, the Director of supply Services at American's Tulsa Maintenance and Engineering Base. Fey is Manager of the Maintenance and Operations Center at American's Maintenance and Engineering Base.

White characterizes this action in his brief in support of his motion to remand as one "for conspiracy and conspiracy only." White also states that "the entire Complaint involving the State

Action [the instant case] is strictly one of conspiracy naming Oklahoma Defendants and American Airlines, Inc."

Accepting plaintiff's characterization of his lawsuit, the Court concludes the complaint is fatally deficient for the reason that the alleged conspiracy was perpetrated by agents and employees of a single corporation. American was granted summary judgment on White's claim for conspiracy in case number 82-C-755, not simply because White failed to join other defendants, but because in legal contemplation, a corporation and its agents and employees comprise a single person. See Girard v. 94th Street & Fifth Avenue Corp., 530 F.2d 66 (2d Cir. 1976), cert. denied, 425 U.S. 974 (1976) and cases cited therein; Scott v. City of Overland Park, 595 F.Supp. 520 (D. Kan. 1984) (agents of a corporation constitute a single legal entity and therefore cannot conspire for purposes of §1985(3)).

A conspiracy requires two or more persons who agree to achieve an unlawful objective by unlawful means or a lawful purposed by unlawful means. Hughes v. Bizzell, 117 P.2d 763 (Okla. 1941). There are no allegations of conspiracy by the individual defendants acting outside the scope of their employment. Defendants Davison, Gilbert, Fey, and the John Doe counselors and attorneys are agents and employees of defendant American and as such, legally comprise a single corporate entity which cannot conspire with itself.

Plaintiff places great reliance on Dill v. Rader, 533 P.2d 650 (Okla. App. 1975), an Oklahoma Court of Appeals decision. The opinion does not address whether a corporation can conspire with its employees and agents. Moreover, no opinion of the Court of Appeals is binding as precedent unless it has been approved by the majority of the Justices of the Oklahoma Supreme Court for publication in the official reporter. Title 20 O.S. Supp. 1985 §30.5. The Dill case has no such approval.

Because plaintiff's allegations against American, its employees, agents and unknown John Doe co-conspirators relating to the destruction, falsification, or forging of documents pertaining to other pending litigation does not state a cause of action in favor of plaintiff personally, and because plaintiff's allegations against American, Davison, Gilbert, Fey, and John Doe counselors and attorneys at law for defendants cannot state a cause of action for conspiracy, the Court concludes that the individual and John Doe defendants were fraudulently and improperly joined in this action for conspiracy in an attempt to defeat diversity jurisdiction. Plaintiff's allegations fail to state a claim upon which relief can be granted and must be dismissed.

Alternatively, this conspiracy action should be dismissed for the reason that it attempts to circumvent the Order of April 4, 1984, in 82-C-755, which overruled plaintiff's untimely

request to add defendants to his previously dismissed conspiracy claim.

A third alternative basis for dismissal exists for failure to state causes of action for the torts underlying the conspiracy claim. It is clear that an allegation of conspiracy is not actionable if no right of action exists for some underlying tort constituting the object of the combination. Jurkowski v. Crawley, 637 P.2d 56 (Okla. 1981). The instant action alleges the following underlying acts as objects of the conspiracy: 1) breach of employment contract; 2) retaliatory discharge; 3) defamation; 4) the giving of false testimony in judicial proceedings; and 5) tape recording the discharge hearing conducted on July 17, 1981.

Plaintiff's allegations of breach of an employment contract for an indefinite term and retaliatory discharge fail as not claims for underlying torts and for the reasons set forth in the January 4, 1984, Order in 82-C-755. Plaintiff's allegations of defamation are currently pending in case No. 82-C-755. An identical claim should not be brought in a separate action and should therefore be dismissed here.

Plaintiff's allegation that defendants and defendant Fey in particular have given false testimony in 82-C-755 and other judicial proceedings also fails to state a claim for an underlying tort. Under Oklahoma law, no civil cause of action exists for the giving of false testimony. Droppleman v. Horsley, 372 F.2d 249, 251 (10th Cir. 1967). The alleged act is an offense against the public only. Id. Moreover, Fey's statements

in the judicial proceedings were privileged under 12 O.S. Supp. 1985 §1443.1.

Davison's tape recording of the July 17, 1981, meeting fails to state a claim for relief for the reason that the taping of an oral communication with the consent of one of the parties to that communication is not unlawful. Title 13 O.S. 1982 §176.4(5), provides:

It is not unlawful under the Security of Communications Act for:

5. A person not acting under color of law to intercept a wire or oral communication when such person is a party to the communication or when one of the parties to the communication has given prior consent to such interception unless the communication is intercepted for the purpose of committing any criminal act . . . .

The cases proffered by Mr. White are of no assistance and were decided long before the enactment of §176.4 in 1982. The recording of the meeting does not in and of itself constitute an underlying tort sufficient to support the conspiracy allegation.

For the three alternative reasons stated above, this action must be and hereby is dismissed.

IT IS SO ORDERED this 30<sup>th</sup> day of April, 1986.

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

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

FILED

APR 30 1986

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

UTICA NATIONAL BANK & TRUST )  
CO., a national banking )  
association, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ROBERT G. HEERS, et al., )  
 )  
Defendants. )

No. 85-C-512-E

STIPULATION OF DISMISSAL

PURSUANT to the provisions of Rule 41(a)(1) of the Federal Rules of Civil Procedure, the parties hereto agree that plaintiff's claims against William F. and Elizabeth Woolfolk, asserted herein are hereby dismissed with prejudice, each party to bear its/his/their own costs incurred herein.

This dismissal shall have no effect on any other claims made against any other defendants herein.

DATED this 29 day of April, 1986.

UTICA NATIONAL BANK & TRUST CO.

By: Charles V. Wheeler

Charles V. Wheeler  
GABLE & GOTWALS, INC.  
20th Floor, Fourth National Bank  
Tulsa, OK 74119

ATTORNEYS FOR UTICA NATIONAL BANK & TRUST CO.

William F. Woolfolk  
WILLIAM F. WOOLFOLK  
Elizabeth Woolfolk  
ELIZABETH WOOLFOLK

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

**FILED**

APR 30 1986

WILLIAM J. "SMOKEY" LEE, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 FRANK THURMAN, Sheriff, et al., )  
 )  
 Defendants. )

No. 84-C-546-C

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

ORDER

The Court has for consideration the Findings and Recommendations of the Magistrate filed on March 11, 1986, in which the Magistrate recommends that the Petition for Writ of Habeas Corpus be denied.

After careful consideration of the record, the issues presented by the Petition for Writ of Habeas Corpus, the Magistrate's Findings and Recommendations, and the objections of Mr. Lee, 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.

It is therefore Ordered that the Petition for Writ of Habeas Corpus be and is hereby dismissed.

IT IS SO ORDERED this 30<sup>th</sup> day of April, 1986.

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

Entered

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

FILED

APR 30 1986

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

JOSEF E. KERCSO, et al., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 NICHOLS PETROLEUM COMPANY, )  
 et al., )  
 Defendants, )  
 )  
 vs. )  
 )  
 DEHAYDU INVESTMENT )  
 SECURITIES, et al., )  
 )  
 Third Party Defendants. )

No. 84-C-837-C

STIPULATION OF DISMISSAL

Defendant Ricardo Ramirez, Third Party Defendants David Simcho and Coast County Securities, Inc., and Defendants Nichols Petroleum Company, Orville Nichols, Richard Nichols, Larry Manley and Midwest Petroleum Supply, Inc., having compromised and settled all matters and controversies arising from the subject matter of this litigation, hereby stipulate that the above entitled action be dismissed only as to those claims asserted against Defendants Nichols Petroleum Company, Orville Nichols, Richard Nichols, Larry Manley and Midwest Petroleum Supply, Inc., with prejudice to the refileing of the same and without effect to the rights of Defendant Ricardo Ramirez and Third Party Defendants David Simcho and Coast County Securities, Inc., to fully prosecute all claims asserted against the remaining Defendants herein.

DATED <sup>April</sup> ~~March~~ \_\_\_\_\_, 1986.

Respectfully submitted,



Russell W. Wallace  
1875 East 71st Street  
Tulsa, Oklahoma 74136  
(918) 492-2336

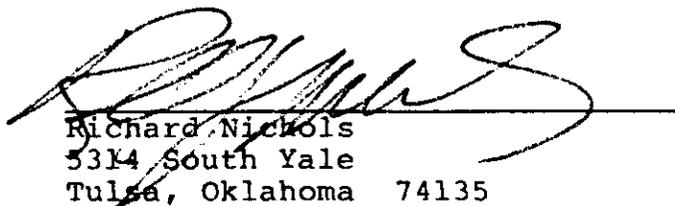
Shane K. Cortright  
Kurahara, Morrissey & Street  
2355 Oakland Road  
San Jose, California 95131

ATTORNEYS FOR DEFENDANT RICARDO  
RAMIREZ and THIRD PARTY  
DEFENDANTS DAVID SIMCHO and  
COAST COUNTY SECURITIES, INC.



Michael L. McHugh  
5314 South Yale, Suite 404  
Tulsa, Oklahoma 74135

ATTORNEY FOR DEFENDANTS NICHOLS  
PETROLEUM COMPANY, ORVILLE  
NICHOLS, LARRY MANLEY and  
MIDWEST PETROLEUM SUPPLY, INC.



Richard Nichols  
5314 South Yale  
Tulsa, Oklahoma 74135

STIPDISM/F1/pw

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA APR 30 1986

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

DALTON LANGLINAIS and BARBARA )  
BEGLEY, parents and surviving )  
kin of GWILA LANGLINAIS, )  
deceased, )

Plaintiff, )

vs. )

NATIONAL CONSTRUCTION, )  
INC., et al., )

Defendants. )

No. 84-C-797-~~E~~

JOURNAL ENTRY OF JUDGMENT

Now on this 30 day of APRIL, 1986, this cause comes on for hearing pursuant to regular setting. Plaintiff appeared in person and by his attorney, Don L. Dees. The defendants National Construction Company, Junus Bentley and Jerry Bentley were represented by counsel, Jack Gordon. The defendant Transamerica Delaval, Inc., was represented by John R. Woodard, III, and the defendant Practical Engineering Co., a Division of Practical Products Corp., was represented by James K. Secrest, II. The parties announced that a settlement agreement had been reached between the parties as set forth in a Release and Settlement Agreement and a Parent Guardian Release and Indemnity Agreement which were reviewed by the Court.

All parties agreed to waive trial by jury and to try the case before the Court and without a jury.

Whereupon, the cause proceeded to trial and the Court being fully advised in the premises and on consideration of the testimony and evidence adduced in open court, finds:

1. That the Court approves in all respects the Release and Settlement Agreement between the parties and the Parent Guardian Release and Indemnity Agreement.

2. That this Court has jurisdiction and venue and the action is properly brought.

3. The Court further finds that Joshua Langlinois, a minor is to receive \$20,000.00 for any and all claims that he might have as a result of the death of his sister, Gwila Langlinois, on the 14th day of June, 1984. The Court further finds that said \$20,000.00 should be deposited in a trust savings account with the Bank of Oklahoma-Tulsa N.A. which the Court approves as a depository for said sum. Said trust funds shall be specifically held in accordance with the provisions of Title 12 Okla. Stat. Sec. 83 and subject to withdrawal pursuant only to order of the Court until the minor child, Joshua Langlinois, reaches the age of eighteen (18) years, all as provided by statute.

4. The Court further finds that Dalton Langlinois, guardian ad litem, and Barbra Begley, either individually or jointly, are authorized to open up the trust account referenced herein.

5. A certified copy of this Journal Entry of Judgment shall be served by certified mail by the plaintiffs' attorney upon the depository hereinabove named and proof of said service shall be filed in this case.

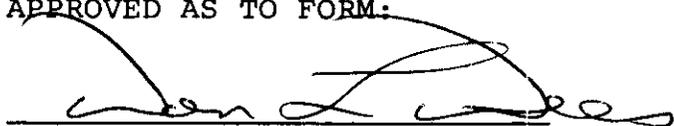
BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is rendered herein against the defendants and each of them in the total sum of \$20,000.00 in favor of Joshua Langlinois, a minor, to be deposited in a trust savings account as noted above for said child's loss arising out of the death of Gwila Langlinois.

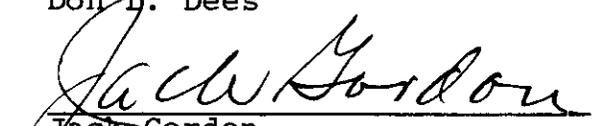
AND IT IS SO ORDERED.

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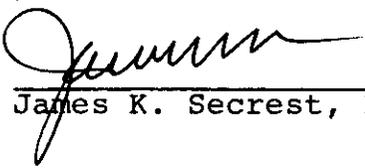
JAMES O. ELLISON, United  
States District Judge

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Don D. Dees

  
\_\_\_\_\_  
Jack Gordon

  
\_\_\_\_\_  
John R. Woodard, III

  
\_\_\_\_\_  
James K. Secret, II

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

FILED

APR 30 1986

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

MILTON D. MCKENZIE, B. P. )  
LOUGHRIDGE, and GILBERT GRUBBS, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
SUNBELT BANCORPORATION, INC., )  
an Oklahoma corporation, )  
WESLEY R. MCKINNEY, HAL W. OSWALT, )  
BROWN J. AKIN, JR., WILLIAM W. )  
RAMSEY, G. RICHARD DEGEN, CHARLES )  
SCHUSTERMAN, PAUL W. ANDERSON, JR., )  
BRADLEY L. JOHNSON, and DWIGHT )  
PILGRIM, )  
 )  
Defendants. )

No. 84-C-873-Eu

ORDER DISMISSING CASE WITH PREJUDICE

This matter came on before me, the undersigned Judge, on the Parties' Joint Stipulation for Dismissal with Prejudice. The Court, being fully advised in the premises, finds that the above-captioned action has been resolved.

IT IS THEREFORE ORDERED that the same be dismissed with prejudice as to the refiling of same.

DATED this 26<sup>th</sup> day of April, 1986.

  
United States District Court Judge

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

LEONARD E. MOSLEY, on behalf  
of himself and other persons  
similarly situated,

Plaintiffs,

vs.

RICHARD L. HOWARD, LAVERNE W.  
HOWARD, MICHAEL R. HOWARD and  
LESLIE A. HOWARD d/b/a  
ORCHARD APARTMENTS,

Defendants.

**FILED**

APR 29 1986

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

No. 84-C-947-E

JUDGMENT

This action came on for trial before the captioned Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly tried on the 4th day of February, 1986 and the 4th day of March, 1986, and a decision having been duly rendered on the 4th day of March, 1986,

IT IS ORDERED AND ADJUDGED that plaintiff take nothing from the defendants, and that the action be dismissed on the merits.

DATED at Tulsa, Oklahoma, this 28<sup>th</sup> day of April, 1986.

*JAMES O. ELLISON*

JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

ADMIRAL INSURANCE COMPANY,  
a Delaware corporation,

Plaintiff,

v.

CEDAR CREEK, LTD. I,  
an Oklahoma limited partnership;  
and TULSA ALL AMERICAN FINANCIAL  
COMPANY, an Oklahoma corporation,

Defendant.

Case No. 85-C-9

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

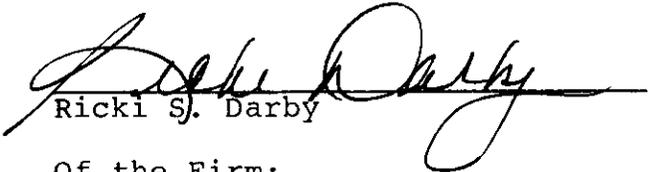
APR 29 1986

FILED

NOTICE OF DISMISAL WITHOUT PREJUDICE

COMES NOW the plaintiff, Admiral Insurance Company, and pursuant to Federal Rule 41(a)(1) of Court Procedure, hereby dismisses the captioned cause WITHOUT PREJUDICE to the refileing of same.

Respectfully submitted,

  
Ricki S. Darby

Of the Firm:

EDWARDS, ROBERTS & PROPESTER  
Suite 700, Citizens Plaza  
1601 Northwest Expressway  
Oklahoma City, Oklahoma 73118  
(405)842-1945

ATTORNEYS FOR PLAINTIFF,  
ADMIRAL INSURANCE CORPORATION

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

FILED

APR 29 1986

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

ALLEN LEASING COMPANY, an )  
Oklahoma corporation, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
GREAT PLAINS DEVELOPMENT, INC., )  
an Oklahoma corporation; and )  
PAUL RAILING, JR.; FRANCEIN L. )  
FOY; and DONALD L. FUNSTON, )  
 )  
Defendants. )

NO. 84-C-699-E

AGREED JOURNAL ENTRY OF JUDGMENT

ON this 30<sup>th</sup> day of September, 1985, the Plaintiff, having filed this action, and the Defendants, Great Plains Development, Inc. ("Great Plains") and Paul Railing, Jr. ("Railing"), individually, not willing to contest it, have agreed to have judgment taken against them in the amount of \$13,700.00, together with interest at the statutory rate, the costs of this action, and a reasonable attorneys fee.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff should be, and is hereby awarded judgment against the Defendants, Great Plains and Railing, individually, in the amount of \$13,700.00, together with interest at the statutory rate, the costs of this action, and a reasonable attorneys fee.

  
UNITED STATES DISTRICT JUDGE  
JAMES O. ELLISON

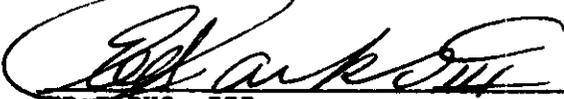
APPROVED AS TO FORM AND CONTENT:

~~BARLOW & COX~~

~~CHARLES R. COX~~

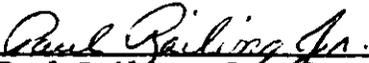
~~JAMES M. LOVE~~

~~Attorneys for Plaintiff~~

  
~~ED PARKS, III.~~

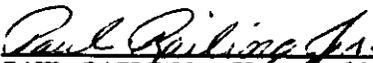
~~Attorney for Defendants,  
Great Plains Development, Inc.  
and Paul Railing, Jr., individually~~

GREAT PLAINS DEVELOPMENT, INC.

By   
~~Paul Railing, Jr., President  
Defendant~~

ATTEST:

\_\_\_\_\_  
Secretary

  
~~PAUL RAILING, JR., Individually~~

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

**FILED**

BETTY MEIXNER, ET AL.

APR 29 1986  
PLAINTIFF  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

VS. CIVIL ACTION NO. 84-C-911-E

ACandS, INC., ET AL.

DEFENDANTS

O R D E R

Upon motion of the Plaintiff, the above cause of action against  
Defendant H.K. Porter Co. is hereby dismissed.

IT IS SO ORDERED.

S/ JAMES O. ELLISON

JUDGE

DATED: 4/29/86

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

**FILED**

APR 29 1986

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

BETTY MEIXNER, ET AL.

PLAINTIFF

VS.

CIVIL ACTION NO. 84-C-911-E

ACandS, INC., ET AL.

DEFENDANTS

ORDER

Upon motion of the Plaintiff, the above cause of action against  
Defendant Standard Insulation Inc. is hereby dismissed. *7 Pref.*

IT IS SO ORDERED.

S/ JAMES O. ELLISON

\_\_\_\_\_  
JUDGE

DATED: 4/29/86

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

**FILED**

APR 29 1986

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

BETTY MEIXNER, ET AL.

VS.

CIVIL ACTION NO. 84-C-911-E

ACandS, INC., ET AL.

DEFENDANTS

O R D E R

Upon motion of the Plaintiff, the above cause of action against  
Defendant ACandS, Inc. is hereby dismissed.

IT IS SO ORDERED.

S/ JAMES O. ELLISON

JUDGE

DATED: 4/29/86

*Entered*

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

**FILED**

APR 28 1983

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

B. F. GOODRICH COMPANY, )  
a New York corporation, )  
) )  
Plaintiff, )  
) )  
vs. )  
) )  
L & L MOTOR FREIGHT, INC., )  
HAYES MOTOR FREIGHT, INC., )  
et al., )  
) )  
Defendants, )  
) )  
and )  
) )  
HARTFORD INSURANCE COMPANY, )  
and CNA INSURANCE COMPANY, )  
) )  
Garnishee. )

NO. 82-C-1211-C

DISMISSAL WITH PREJUDICE

Comes now the garnishee, CNA Insurance Company, and hereby dismisses its Cross-Petition and demand for indemnity with prejudice against Hartford Insurance Company.

SECRET & HILL

By:

\_\_\_\_\_  
JAMES K. SECREST, II  
Bar No. 8049  
1515 East 71, Suite 200  
American Federal Building  
Tulsa, Oklahoma 74136  
Telephone: (918) 494-5905

Attorneys for Garnishee,  
CNA Insurance Company

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the foregoing was deposited in the U. S. Mail this \_\_\_\_\_ day of March, 1986, addressed to Mr. Mike Masterson, 2512-E East 71, Tulsa, Oklahoma 74136, and Mr. Bob Taylor, 2421 East Skelly Drive, Tulsa, Oklahoma 74105, with proper postage thereon fully prepaid.

---

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHN N. ALPHIN, JR., )  
 MARY J. ALPHIN, )  
 AETNA FINANCE COMPANY, )  
 a corporation, )  
 COUNTY TREASURER, )  
 Washington County, Oklahoma, )  
 and BOARD OF COUNTY )  
 COMMISSIONERS, )  
 Washington County, Oklahoma, )  
 )  
 Defendants. )

**FILED**

APR 25 1986

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

CIVIL ACTION NO. 85-C-946-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 24th day of April, 1986, Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney; the Defendants, JOHN N. ALPHIN, JR. and MARY J. ALPHIN, appearing by their attorney of record, Wendell H. Boyce; the Defendant, AETNA FINANCE COMPANY, a corporation, appearing by its attorney of record, George P. Phillips; and the Defendants, COUNTY TREASURER and BOARD OF COUNTY COMMISSIONERS, Washington County, Oklahoma, appearing not.

The Court having examined the file and being fully advised finds that the Defendant, JOHN N. ALPHIN, JR., acknowledged receipt of Summons and Complaint on November 7,

1985; the Defendant, MARY J. ALPHIN, acknowledged receipt of Summons and Complaint on November 7, 1985; the Defendant, COUNTY TREASURER, Washington County, Oklahoma, was served with Summons and Complaint on January 10, 1986; and the Defendant, BOARD OF COUNTY COMMISSIONERS, Washington County, Oklahoma, was served with Summons and Complaint on January 10, 1986.

It appears that the Defendants, JOHN N. ALPHIN, JR. and MARY J. ALPHIN, filed their Answer on November 20, 1985; that the Defendant, AETNA FINANCE COMPANY, a corporation, filed its Answer, Cross-Petition and Counterclaim on November 12, 1985; and that the Defendants, COUNTY TREASURER and BOARD OF COUNTY COMMISSIONERS, Washington County, Oklahoma, have failed to answer and their default has been entered by the Clerk of this Court on March 18, 1986.

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

Lot Thirty-Nine (39), Eastman Second Addition  
to Ochelata, Washington County, Oklahoma.

The Court further finds that on November 28, 1979, JOHN N. ALPHIN, JR. and MARY J. ALPHIN executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$27,500.00, payable in monthly installments, with interest thereon at the rate of nine (9) percent per annum.

The Court further finds that as security for the payment of the above described note, JOHN N. ALPHIN, JR. and MARY J. ALPHIN executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated November 28, 1979, and recorded on the same date, in Book 732, Page 167, in the records of Washington County, Oklahoma, covering the above described real property.

The Court further finds that the Defendants, JOHN N. ALPHIN, JR. and MARY J. ALPHIN, made default under the terms of the aforesaid promissory note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued and that by reason thereof the Defendants, JOHN N. ALPHIN, JR. AND MARY J. ALPHIN, are indebted to the Plaintiff in the principal sum of \$26,264.54, plus accrued interest of \$1,947.33 as of May 28, 1985, plus interest accruing thereafter at the rate of nine (9) percent per annum or \$6.4762 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, AETNA FINANCE COMPANY, a corporation, has a second lien on the real property being foreclosed by virtue of a real estate mortgage executed and delivered by JOHN N. ALPHIN, JR. and MARY J. ALPHIN to AETNA FINANCE COMPANY, dated October 1, 1984, and filed in the records of Washington County on October 3, 1984, in Book 824, Page 399. This mortgage was given to secure a promissory note and security agreement executed and delivered by JOHN N. ALPHIN,

JR. and MARY J. ALPHIN to AETNA FINANCE COMPANY, dated October 1, 1984, in the total amount of \$7,416.00, payable in monthly installments. The Defendants, JOHN N. ALPHIN, JR. and MARY J. ALPHIN, have made default under said note, security agreement and mortgage by failing to pay in accordance with their terms and conditions, and there is currently due and owing to AETNA FINANCE COMPANY the sum of \$4,425.00, plus interest thereon at the rate of twenty-one (21) percent per annum from September 9, 1985, plus an attorney's fee of \$663.75, plus court costs. This lien of the Defendant, AETNA FINANCE COMPANY, is subject and inferior to the first mortgage lien of Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, JOHN N. ALPHIN, JR. and MARY J. ALPHIN, in the principal amount of \$26,264.54, plus accrued interest of \$1,947.33 as of May 28, 1985, plus interest accruing thereafter at the rate of nine (9) percent per annum or \$6.4762 per day until judgment, plus interest thereafter at the current legal rate of 6.31 percent per annum until paid, plus the costs of this action accrued and accruing plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, AETNA FINANCE COMPANY, a corporation, have and recover judgment against the Defendants, JOHN N. ALPHIN, JR. and MARY J. ALPHIN, in the sum of \$4,425.00, plus interest thereon at the

rate of twenty-one (21) percent per annum from September 9, 1985, plus an attorney's fee of \$663.75, plus court costs, which judgment is a second lien on the real property involved herein, subject and inferior to the first mortgage lien of Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, COUNTY TREASURER and BOARD OF COUNTY COMMISSIONERS, Washington County, Oklahoma, are in default and do not have any right, title, or interest in the subject real property for ad valorem or personal property taxes, or otherwise.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants, JOHN N. ALPHIN, JR. AND MARY J. ALPHIN, to satisfy the money judgment of the Plaintiff and of the Defendant, AETNA FINANCE COMPANY, herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment of the judgment rendered herein in favor of the Plaintiff, and

Third:

In payment of the judgment of the Defendant, AETNA FINANCE COMPANY.

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 the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN B. PHILLIPS  
United States Attorney

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

Wendell H. Boyce  
WENDELL H. BOYCE  
P.O. Box 547  
Bartlesville, Oklahoma 74005  
(918) 336-0380  
Attorney for Defendants, John N.  
Alphin, Jr. and Mary J. Alphin

George P. Phillips  
GEORGE P. PHILLIPS  
P.O. Box 35368  
Tulsa, Oklahoma 74135  
(918) 664-0181  
Attorney for Defendant,  
Aetna Finance Company



and against plaintiff, that plaintiff take nothing as to defendants Reece Morrel, Donald Herrold, and J. Charles Shelton and that these parties bear their own attorney fees and costs of this action.

IT IS SO ORDERED this 25<sup>th</sup> day of April, 1986.

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

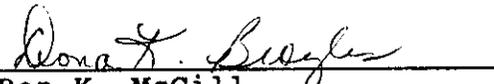


IT IS FURTHER ORDERED, that each party shall be responsible for his own costs and attorney fees.

DATED <sup>April</sup> ~~March~~ 27, 1986.

  
H. Dale Cook  
Judge of the District Court

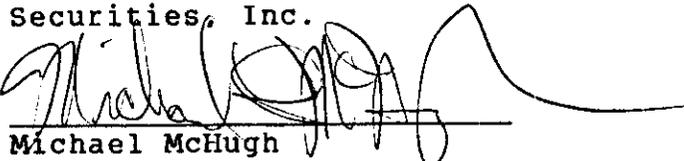
Approved as to form:

  
Ben K. McGill  
Dona K. Broyles

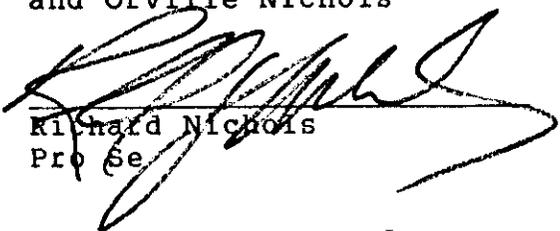
Attorneys for Plaintiffs

  
Russell Wallace

Attorneys for Defendant Ricardo Ramirez and Third Party Defendants David Simcho and Coast County Securities, Inc.

  
Michael McHugh

Attorney for Defendants Midwest Petroleum Supply, Inc., Larry Manley and Orville Nichols

  
Richard Nichols  
Pro Se

0862k/DKB  
2-27-86/mmh

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CARLOS M. GOMES, CAROL A.  
GOMES, BOARD OF COUNTY  
COMMISSIONERS, Ottawa County,  
Oklahoma; and COUNTY  
TREASURER, Ottawa County,  
Oklahoma, MIAMI SALES,

Defendants.

**E I L E D**

APR 25 1986

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

CIVIL ACTION NO. 85-C-1085-E

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 24<sup>th</sup> day  
of April, 1986. 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, Carlos M. Gomes, Carol A. Gomes,  
Board of County Commissioners, Ottawa County, Oklahoma, County  
Treasurer, Ottawa County, Oklahoma, and Miami Sales, appear not,  
but make default.

The Court being fully advised and having examined the  
file herein finds that Defendant, Carlos M. Gomes, acknowledged  
receipt of Summons, Complaint, and Amendment to Complaint on  
March 6, 1986; that Defendant, Carol A. Gomes, was served with  
Summons and Complaint on January 29, 1986; that Defendant Board  
of County Commissioners, Ottawa County, Oklahoma, acknowledged  
receipt of Summons and Complaint on December 16, 1985; that  
Defendant County Treasurer, Ottawa County, Oklahoma, was served

with Summons and Complaint on January 29, 1986; and that Defendant, Miami Sales, acknowledged receipt of Summons, Complaint, and Amendment to Complaint on February 27, 1986. It appears that the Defendants have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot Ten (10) in SOUTHERN HILLS, An Addition to Ottawa County, Oklahoma, according to the recorded plat thereof, located in Section 7, Township 27 North, Range 23 East of the Indian Meridian, Ottawa County, Oklahoma.

That on December 13, 1982, Carlos M. Gomes and Carol A. Gomes executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, their mortgage note in the amount of \$63,000.00, payable in monthly installments, with interest thereon at the rate of 12 percent per annum.

That as security for the payment of the above-described note, Carlos M. Gomes and Carol A. Gomes executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs a mortgage dated December 13, 1982, covering the above-described property. Said mortgage was recorded on December 14, 1982, in Book 418, Page 699, in the records of Ottawa County, Oklahoma.

The Court further finds that Defendants Carlos M. Gomes and Carol A. Gomes made default under the terms of the aforesaid mortgage note and mortgage, by reason of their failure to make monthly installments due thereon, which default has continued, and that by reason thereof the Defendants Carlos M. Gomes and Carol A. Gomes are indebted to the Plaintiff in the sum of \$62,688.83 as of May 1, 1984, plus interest thereafter at the rate of 12 percent per annum until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants Carlos M. Gomes and Carol A. Gomes in the sum of \$62,688.83 as of May 1, 1984, plus interest thereafter at the rate of 12 percent per annum until judgment, plus interest thereafter at the current legal rate of 6.31 percent per annum until fully paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants Carlos M. Gomes and Carol A. Gomes 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 costs 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.

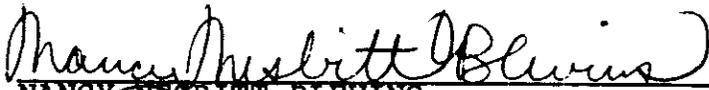
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any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

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

APR 25 1986

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MICHAEL RAYNARD HENDERSON AND )  
 SHARON KAY HENDERSON, formerly )  
 husband and wife; CECIL BROWN, )  
 tenant; the COUNTY TREASURER OF )  
 TULSA COUNTY, OKLAHOMA; and )  
 the BOARD OF COUNTY )  
 COMMISSIONERS OF TULSA COUNTY, )  
 OKLAHOMA, )  
 )  
 Defendants. )

CIVIL ACTION NO. 85-C-712-C

O R D E R

Upon the Motion of the United States of America acting on behalf of the Administrator of Veterans Affairs by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, to which there are no objections it is hereby ORDERED that this action shall be dismissed without prejudice.

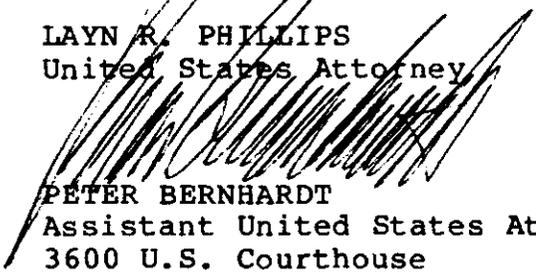
Dated this 24<sup>th</sup> day of April, 1986.

(Signed) H. Dale Cook

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

LAYN R. PHILLIPS  
United States Attorney



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

Entered

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

FILED

APR 25 1986

EQUAL EMPLOYMENT OPPORTUNITY )  
 COMMISSION, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 LOCAL 798 OF THE UNITED )  
 ASSOCIATION OF JOURNEYMEN AND )  
 APPRENTICES OF THE PLUMBING AND )  
 PIPE FITTING INDUSTRY OF )  
 THE U.S.A. AND CANADA, AFL-CIO, )  
 et al., )  
 )  
 Defendants. )

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

No. 84-C-730-C ✓

O R D E R

Now before the Court for its consideration is the request for Order of dismissal by defendants Big M Corporation and SKW/Clinton, Inc. The movants assert that they are similarly situated to those defendants previously dismissed from this action on the ground that the plaintiff failed to comply with the administrative prerequisites of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. Based upon the reasoning and authority recited in the Court's Order of December 23, 1985, granting the motion to dismiss of the Pipe Line Contractors Association and the "PLCA group" the request should be granted.

The Court further finds that the authority and reasoning referred to above are equally applicable to the remaining contractor defendants and hereby Orders sua sponte that all remaining defendants be dismissed with the exception of Local 798 of the

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the U.S.A. and Canada, AFL-CIO.

Accordingly, it is the Order of the Court that the request for Order of Dismissal of defendants Big M Corporation and SKW/Clinton, Inc. should be and hereby is granted.

It is the further Order of the Court that the following defendants be dismissed: Beech Construction, Inc.; Childs Fabricating Company, Inc.; Delta Gulf Corporation; H. D. Griffin Construction Company, Inc.; Hames Construction & Equipment Company, Inc.; W. E. Hancock Construction, Inc.; Haskell Corporation; Humble Pipeline Constructors, Inc.; Kirila Contractors, Inc.; Kiwah Welding; Labarge Brothers Company, Inc.; Lord Brothers Contractors, Inc.; Mid-Valley, Inc.; Milbar Hydro-Test, Inc.,; R. L. Morris & Son Construction; Northwoods Constructors, Inc.; Otis Eastern Service, Inc.; P & M Utilities, Inc.; Pushmaster National, Inc.; J. H. Welsh & Son Contracting Company; S & T Pipeline Fab Company.

IT IS SO ORDERED this 25<sup>th</sup> day of April, 1986.

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

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

**FILED**

APR 25 1986

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

DIANE BARNES, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 INDEPENDENT SCHOOL DISTRICT )  
 NO. I-1 OF OKMULGEE COUNTY, )  
 OKLAHOMA, a/k/a OKMULGEE )  
 CITY SCHOOLS, et al., )  
 )  
 Defendants. )

No. 85-C-1093-E  
No. 85-C-1094-E  
CONSOLIDATED

DIANE BARNES as Personal )  
 Representative of the Estate )  
 of Kevin Curry, and as )  
 Parent and Next Friend of )  
 Kevin Curry, Deceased, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 INDEPENDENT SCHOOL DISTRICT )  
 NO. I-1 OF OKMULGEE COUNTY, )  
 OKLAHOMA, a/k/a OKMULGEE )  
 CITY SCHOOLS, et al., )  
 )  
 Defendants. )

JOINT ORDER

This matter comes on for status conference this 1st day of April, 1986, and the parties are before the Court through their respective attorneys. The Court, on its own motion and without objection from either party, hereby finds that the facts alleged in these two cases arise out of a

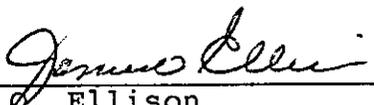
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common core of operative facts and, accordingly, should be consolidated.

Further, based on the statements of the attorneys herein regarding the venue in this action, the Court hereby finds that venue should be transferred to the United States District Court for the Eastern District of Oklahoma.

Accordingly, IT IS ORDERED, ADJUDGED AND DECREED that the above styled cases are hereby consolidated and that they are jointly transferred to the venue of the United States District Court for the Eastern District of Oklahoma.

Entered this 24<sup>th</sup> day of April, 1986.

  
\_\_\_\_\_  
James D. Ellison  
United States District Judge

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

**FILED**

APR 25 1986

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

DIANE BARNES, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 INDEPENDENT SCHOOL DISTRICT )  
 NO. I-1 OF OKMULGEE COUNTY, )  
 OKLAHOMA, a/k/a OKMULGEE )  
 CITY SCHOOLS, et al., )  
 )  
 Defendants. )

No. 85-C-1093-E  
No. 85-C-1094-E  
CONSOLIDATED

DIANE BARNES as Personal )  
 Representative of the Estate )  
 of Kevin Curry, and as )  
 Parent and Next Friend of )  
 Kevin Curry, Deceased, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 INDEPENDENT SCHOOL DISTRICT )  
 NO. I-1 OF OKMULGEE COUNTY, )  
 OKLAHOMA, a/k/a OKMULGEE )  
 CITY SCHOOLS, et al., )  
 )  
 Defendants. )

JOINT ORDER

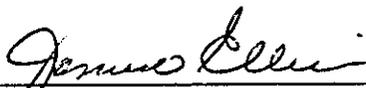
This matter comes on for status conference this 1st day of April, 1986, and the parties are before the Court through their respective attorneys. The Court, on its own motion and without objection from either party, hereby finds that the facts alleged in these two cases arise out of a

common core of operative facts and, accordingly, should be consolidated.

Further, based on the statements of the attorneys herein regarding the venue in this action, the Court hereby finds that venue should be transferred to the United States District Court for the Eastern District of Oklahoma.

Accordingly, IT IS ORDERED, ADJUDGED AND DECREED that the above styled cases are hereby consolidated and that they are jointly transferred to the venue of the United States District Court for the Eastern District of Oklahoma.

Entered this 24<sup>th</sup> day of April, 1986.

  
\_\_\_\_\_  
James V. Ellison  
United States District Judge

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

SANDERS-ENGLAND INVESTMENTS, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 THE CITY OF TULSA, OKLAHOMA, )  
 et al., )  
 )  
 Defendants. )

No. 85-C-350-E

**FILED**

APR 25 1986

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

ORDER

NOW on this 24<sup>th</sup> day of April, 1986 comes on for hearing the above captioned matter and the Court, being fully advised in the premises finds:

The Court has been advised that Plaintiff in this action is pursuing a good faith and diligent effort to exhaust remedies pursuant to The Williamson County Regional Planning Commission v. Hamilton Bank of Johnson City, 53 L.W. 4969 (June 25, 1985). Having reviewed the file, this Court finds the interests of the parties would best be served by reserving any further action by this Court pending exhaustion of available remedies.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this case be administratively closed without prejudice to the parties to reopen these proceedings within thirty (30) days after determination that all available remedies have been exhausted.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

D. T., a minor, by his legally )  
appointed guardians, M. T. and )  
K. T. in their own behalf and )  
as legal guardians of D. T., )  
et al., )  
Plaintiffs, )  
vs. )  
STEPHEN LEE EPPS, et al., )  
Defendants. )

No. 85-C-206-E

ORDER

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

APR 25 1986

FILED

Rule 36(a) of the Rules of the United States District Court  
for the Northern District of Oklahoma provides as follows:

(a) In any case in which no action has  
been taken by the parties for six (6) months,  
it shall be the duty of the clerk to mail  
notice thereof to counsel of record or to the  
parties, if their post office addresses are  
known. If such notice has been given and no  
action has been taken in the case within  
thirty (30) days of the date of the notice, an  
order of dismissal may in the Court's  
discretion be entered.

In the action herein, notice pursuant to Rule 36(a) was  
mailed to counsel of record or to the parties, at their last  
address of record with the Court, on February 20, 1986. No  
action has been taken in the case within thirty (30) days of the  
date of the notice.

Therefore, it is the Order of the Court that this action is  
in all respects dismissed.

DATED this 25<sup>th</sup> day of April, 1986.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

**APR 25 1986**

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 SHERMAN LYONS, )  
 )  
 Defendant. )

CIVIL ACTION NO. 86-C-157-E

DEFAULT JUDGMENT

This matter comes on for consideration this 24<sup>th</sup> day of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Sherman Lyons, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Sherman Lyons, acknowledged receipt of Summons and Complaint on March 16, 1986. 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, Sherman Lyons, for the principal sum of \$980.40, plus interest at the rate of 12.25 per annum and administrative costs of

\$.68 per month from June 2, 1984, until judgment, plus interest thereafter at the current legal rate of 6.31 percent per annum until paid, plus costs of this action.

S/ JAMES O. ELISON

---

UNITED STATES DISTRICT JUDGE

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

**FILED**

APR 25 1986

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

LEASE LIGHTS, INC., JACK R. )  
SEAY, d/b/a SEAY ELECTRIC )  
COMPANY, KNIGHT LIGHTS )  
COMPANY, INC., AND PROTECTIVE )  
LIGHTING, INC., )

Plaintiffs, )

vs. )

No. 77-C-417-E

PUBLIC SERVICE COMPANY OF )  
OKLAHOMA, )

Defendant. )

O R D E R

NOW on this 24<sup>th</sup> day of April, 1986 comes on for hearing the above captioned matter and the Court, being fully advised in the premises finds:

Defendant PSO filed motion for judgment notwithstanding the verdict in which Defendant urges that Plaintiffs failed to establish the requisite elements necessary to establish a Sherman Act § 2 monopolization or attempted monopolization claim. Defendant first urges Plaintiffs failed to establish relevant market as a threshold issue and also failed to establish the existence of a submarket. Defendant further urges reasonable men could not differ as to the existence of monopoly power and that no predatory acts were proven in that Plaintiff failed to show Defendant's outdoor lighting was ever marketed below cost. Defendant again asserts as it did throughout the trial proceedings that Defendants MOL, MVOL and SVOL Services have been

consistently and pervasively regulated by the Oklahoma Corporation Commission and that Defendant is therefore immune from suit under the anti-trust laws. Defendant's next contention is that Plaintiffs failed to show they were damaged and that the evidence presented on that point was purely speculative. Defendants filed motion to amend motion for judgment notwithstanding the verdict to add as prayer for relief in the alternative the granting of a new trial. Additionally Defendant filed motion to produce findings of fact and conclusions of law.

Finally, the court has before it for consideration motion of Defendant to review taxation of costs by the Clerk of the Court.

Plaintiff filed responses to Defendant's motions and additionally filed a motion to supplement briefs on answer to motion for judgment notwithstanding the verdict and motion to produce findings of fact and conclusions of law which was allowed.

The Court first addresses Defendant's motion to amend motion for judgment notwithstanding the verdict. Plaintiff asserts this is an attempt to untimely file motion for new trial. The Court agrees with Plaintiff that Rule 59 governs the filing of motions for new trial and further finds Defendant is now attempting to cure its failure to timely file said motion. Amendment will therefore not be allowed.

Turning to the substantive arguments raised by Defendant in support of motion for judgment notwithstanding verdict, the Court finds no argument raised which was not vigorously asserted throughout the history of this litigation.

Defendant's arguments in support of motion to produce findings of fact and conclusions of law overlap to some degree the assertions raised in support of judgment notwithstanding the verdict in that Defendant seeks findings of fact and conclusions of law with respect to the issue of whether the Defendant, by virtue of the regulation by the Oklahoma Corporation Commission of its commercial and industrial outdoor lighting activities, as well as its sale of electricity under the MOL rate for the purpose of energizing customer-owned lights, is immune to an award of damages under the anti-trust laws. Defendant contends that this issue was neither presented to nor decided by the jury. Defendant submitted proposed findings of fact and conclusions of law on this issue. The Court finds no argument now raised which would cause a reversal of the Court's position and ruling on these issues during trial. The Court has specifically reviewed the cases submitted on a continuing basis through December, 1985 and finds no need to further distinguish these.

Defendant requests hearing on objection to Bill of Costs. However, the Court notes no response has been filed to the Defendant's objection. Plaintiff is therefore given ten (10) days from this date to file response or Defendant's objection shall be deemed confessed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant's motion for judgment notwithstanding the verdict be denied; Defendant's motion to amend motion for judgment notwithstanding the verdict be denied; Defendant's motion to

produce findings of fact and conclusions of law be denied; Plaintiff is given ten (10) days within which to file response to Defendant's objection to Bill of Costs or same shall be deemed confessed.

  
\_\_\_\_\_  
JAMES Q. ELLISON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

APR 25 1986

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DAVID L. OSTRANDER, )  
 )  
 Defendant. )

CIVIL ACTION NO. 85-C-704-E ✓

DEFAULT JUDGMENT

This matter comes on for consideration this 24<sup>th</sup> day of April, 1986, 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, David L. Ostrander, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, David L. Ostrander, acknowledged receipt of Summons and Complaint on or before September 11, 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, David L. Ostrander, for the principal sum of \$582.75, plus the accrued interest of \$632.25 as of May 9, 1985, plus interest at

the rate of 7 percent per annum from May 9, 1985, until judgment, plus interest thereafter at the legal rate from the date of judgment until paid, plus the costs of this action (less the sum of \$750.00 which has been paid).

  
UNITED STATES DISTRICT JUDGE



**FILED**

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

APR 25 1986

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

NORTH RIVER PETROLEUM COMPANY, )  
a Delaware corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
BILL JACKSON and MARY JACKSON, )  
 )  
Defendants. )

Case No. 85-C-528-C

**ORDER OF DISMISSAL**

---

NOW on this 25<sup>th</sup> day of April, 1986, the Court has for its consideration the Stipulation for Dismissal jointly filed in the above-styled and numbered cause by Plaintiff and Defendants. Based upon the representations and requests of the parties, as set forth in the foregoing Stipulation, it is

ORDERED that Plaintiff's Petition and the claims for relief against the Defendants, BILL JACKSON AND MARY JACKSON, and the Defendants' Counterclaim and the claims for relief against the Plaintiff, NORTH RIVER PETROLEUM COMPANY, be and the same are hereby dismissed with prejudice.

The parties hereto shall each bear their own costs.

s/H. DALE COOK  
UNITED STATES DISTRICT JUDGE

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

APR 25 1986

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CARY R. JESTER, )  
 )  
 Defendant. )

CIVIL ACTION NO. 86-C-212-B.

DEFAULT JUDGMENT

This matter comes on for consideration this 24th day of April, 1986, 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, Cary R. Jester, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Cary R. Jester, acknowledged receipt of Summons and Complaint on March 24, 1986. 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,

Cary R. Jester, for the principal sum of \$328.67, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from August 10, 1984, plus interest thereafter at the current legal rate of 6.31 percent per annum 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

FILED

APR 25 1986

FEDERAL LAND BANK OF WICHITA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
GEORGE RAPER, JR. and JESSIE M. )  
RAPER, husband and wife; )  
THE UNITED STATES OF AMERICA )  
ex rel FARMERS HOME )  
ADMINISTRATION; AFTON COOP )  
ASSOCIATION; COUNTY TREASURER )  
OF DELAWARE COUNTY, OKLAHOMA; )  
and THE BOARD OF COUNTY )  
COMMISSIONERS OF DELAWARE )  
COUNTY, OKLAHOMA, )  
 )  
Defendants. )

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

No. 86-C-139-C

O R D E R

Now before the Court for its consideration is the motion of defendant United States of America to dismiss cross-complaint of defendants Raper said motion filed on March 31, 1986. The Court has no record of a response to this motion from defendants Raper. Rule 14(a) of the local Rules of the United States District Court for the Northern District of Oklahoma provides as follows:

(a) Briefs. Each motion, application and objection filed shall set out the specific point or points upon which the motion is brought and shall be accompanied by a concise brief. Memoranda in opposition to such motion and objection shall be filed within ten (10) days after the filing of the motion or objection, and any reply memoranda shall be filed within ten (10) days thereafter. Failure to comply with this paragraph will constitute waiver of objection by the party not complying, and such failure to comply will constitute a confession of the matters raised by such pleadings.

Therefore, in that defendants Raper have failed to comply with local Rule 14(a) and no responsive pleading has been filed

FILED

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

APR 24 1986  
JACK C. SILVER, CLERK  
U.S. DISTRICT COURT

LDS OF TULSA, INC., et al., )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 SAM P. WALLACE, INC., et al., )  
 )  
 Defendants. )

No. 85-C-562-B ✓

ORDER DISMISSING WITHOUT PREJUDICE  
DEFENDANT SAM P. WALLACE, INC.

This matter having come before the Court upon plain-  
ff's Application for Order Dismissing Defendant Sam P. Wallace,  
Inc. Without Prejudice, and the Court being duly advised in the  
premises and finding that good cause has been shown states:

IT IS ORDERED, ADJUDGED AND DECREED that defendant  
Sam P. Wallace, Inc. be dismissed, without prejudice, from the  
above-entitled action.

Dated this 24<sup>th</sup> day of April, 1986.

  
\_\_\_\_\_  
JUDGE, United States District Court  
Northern District of Oklahoam

FILED

*Entered*

**FILED**

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

APR 24 1986 *af*

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

PHILIP N. HUGHES, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MAUREEN LANE, and CONEY-I- )  
 LANDER MANAGEMENT COMPANY, )  
 an Oklahoma corporation, )  
 )  
 Defendants. )

No. 86-C-164-B ✓

ORDER GRANTING DEFAULT JUDGMENT  
AGAINST DEFENDANT, MAUREEN LANE

Now on this 24<sup>th</sup> day of April, 1986, upon Plaintiff's Motion for an Order granting a default judgment against Defendant, Maureen Lane, filed herein, the same IS HEREBY GRANTED and the Plaintiff is entitled to all of the relief requested in its Complaint filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff be granted:

(a) a Judgment against Defendant Lane in the principal sum of \$410,000 plus both prejudgment and post judgment interest thereon at 6.31 percent per annum, costs and attorney's fees expended in prosecuting this action;

(b) an Order rescinding the Agreement and requiring Defendant Lane to make an accounting to Plaintiff of all sums wrongfully converted by her;

(c) a Permanent Injunction enjoining and restraining Defendant Lane either by and/or through her own acts or the acts of her

agents, representatives, servants, or employees, or anyone acting on her behalf or under her direction or control from directly or indirectly converting, disposing of, or transferring any portion of the \$410,000 still in her possession or under her custody or control, or in the possession, custody or control of anyone acting on her behalf.

  
THOMAS R. BRETT  
United States District Court  
Judge for the Northern District  
of Oklahoma

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

FILED

APR 24 1986

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

and

THE STATE OF OKLAHOMA ex rel. )  
DAVID MOSS, District Attorney, )

Respondent )  
[Plaintiff], )

vs. )

THE MUSCOGEE (CREEK) NATION, )  
a Federally Recognized Indian )  
Tribe, )

Petitioner )  
[Defendant]. )

No. 85-C-658-E

PERMANENT INJUNCTION

TO: DAVID MOSS, DISTRICT ATTORNEY FOR TULSA COUNTY,  
OKLAHOMA, AND EACH ASSISTANT DISTRICT ATTORNEY, AGENT,  
EMPLOYEE, SERVANT, OR OTHER REPRESENTATIVE OF THE  
DISTRICT ATTORNEY FOR TULSA COUNTY AND ALL PERSONS  
ACTING IN ACTIVE CONCERT WITH YOU OR UNDER YOUR CONTROL.

TO: THE OKLAHOMA TAX COMMISSION, COMMISSIONERS KILPATRICK,  
HANIE, AND WADLEY, AND EACH ATTORNEY, AGENT, EMPLOYEE,  
SERVANT OR OTHER REPRESENTATIVE OF THE OKLAHOMA TAX  
COMMISSION OR THE INDIVIDUAL COMMISSIONERS, AND ALL  
PERSONS ACTING IN ACTIVE CONCERT WITH YOU OR UNDER YOUR

CONTROL

On this 24th day of April, 1986, pursuant to the Memorandum Opinion and Order of this Court in the above-styled and numbered cause,

IT IS ORDERED that David Moss, District Attorney for Tulsa County, Oklahoma, and each Assistant District Attorney, agent, employee, servant, attorney or other representative of the district attorney for Tulsa County, and all persons acting in active concert with him or under his control be and hereby are permanently enjoined from the following:

1. Enforcing or attempting to enforce any criminal and/or civil prosecutorial authority against the Muscogee (Creek) Nation, the tribal bingo enterprise known as Creek Nation Bingo, and/or the entities, employees or other persons conducting, operating, managing or participating in the activities of the tribal bingo enterprise, including without limitation refraining from and refraining from attempting or threatening to:
  - (a) arrest any persons for violation of the Oklahoma bingo laws, Okla. Stat. tit. 12, §§ 995.1 et seq. (1981 & Supp.), at any such game conducted by the Muscogee (Creek) Nation and/or the tribal bingo enterprise on the tribal property located at approximately 1616 East 81st Street, and described as follows:

Beginning at the NW corner of Lot 1 of Section 18, Township 18 North, Range 13 East; thence in a generally southeasterly direction with the so-called meander line forming the West boundary of Lots 1, 5 and 6 to its intersection with the section line between Sections 17 and 18; thence West to the thread of the stream of the Arkansas River; thence up said river with the thread of the stream to a point where it intersects the section line between Sections 18 and 7; thence East to point of beginning, containing 100 acres, more or less, Tulsa County, Oklahoma.

- (b) interfere in any way with the peaceable operation of such games;
- (c) padlock or otherwise attempt to close or impair the operations of the tribal bingo enterprise; and
- (d) confiscate, remove, seize or otherwise interfere with the property and receipts of the tribal bingo enterprise.

IT IS FURTHER ORDERED that the defendant State of Oklahoma ex rel. Oklahoma Tax Commission be and the same is hereby permanently enjoined from enforcing or attempting to enforce its regulatory and taxing authority against the Muscogee (Creek) Nation, the tribal bingo enterprise, and/or the entities, employees or other persons conducting, operating, managing or participating in the activities of the tribal bingo enterprise, by but not limited to the following means:

1. Entering onto the lands of the tribal bingo enterprise;
2. Auditing the books and records of the tribal bingo enterprise;
3. Confiscating, removing, seizing or otherwise interfering with the property and receipts of the tribal bingo enterprise; and
4. Seeking or procuring the civil or criminal prosecution of any person or entity managing, working for or participating in the activities of the tribal bingo enterprise of the Muscogee (Creek) Nation.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

FILED

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

APR 24 1986  
JACK C. SILVER, CLERK  
U.S. DISTRICT COURT

LDS OF TULSA, INC., et al., )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
SAM P. WALLACE, INC., et al., )  
 )  
Defendants. )

No. 85-C-562-B ✓

ORDER DISMISSING WITHOUT PREJUDICE  
DEFENDANT SAM P. WALLACE, INC.

This matter having come before the Court upon plain-  
ff's Application for Order Dismissing Defendant Sam P. Wallace,  
Inc. Without Prejudice, and the Court being duly advised in the  
premises and finding that good cause has been shown states:

IT IS ORDERED, ADJUDGED AND DECREED that defendant  
Sam P. Wallace, Inc. be dismissed, without prejudice, from the  
above-entitled action.

Dated this 24<sup>th</sup> day of April, 1986.

*Howard R. Burt*  
JUDGE, United States District Court  
Northern District of Oklahoam

FILED

*Entered*

**FILED**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA APR 24 1986 *ey*

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

ROBERT B. TITSWORTH, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ST. JOHN MEDICAL CENTER, INC. and )  
 BETTY GROSS, )  
 )  
 Defendants. )

Case No. 84-C-659-B ✓

ORDER OF DISMISSAL WITH PREJUDICE

This matter comes before the Court on the Stipulation for Dismissal with Prejudice of the parties herein.

Being advised in the premises and for good cause shown, the Court hereby dismisses this matter with prejudice, in particular, the Court hereby dismisses with prejudice Plaintiff's causes of action arising under 42 U.S.C. § 1981 and 42 U.S.C. § 2000e et seq.

The Court further orders each party to bear its respective attorney's fees and costs of the action.

DATED this 24<sup>th</sup> day of April, 1986.

*Thomas R. Brett*  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

FILED  
APR 24 1986

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

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

PHILIP N. HUGHES, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MAUREEN LANE, and CONEY-I- )  
 LANDER MANAGEMENT COMPANY, )  
 an Oklahoma corporation, )  
 )  
 Defendants. )

No. 86-C-164-B ✓

ORDER GRANTING DEFAULT JUDGMENT  
AGAINST DEFENDANT, MAUREEN LANE

Now on this 24<sup>th</sup> day of April, 1986, upon Plaintiff's Motion for an Order granting a default judgment against Defendant, Maureen Lane, filed herein, the same IS HEREBY GRANTED and the Plaintiff is entitled to all of the relief requested in its Complaint filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff be granted:

(a) a Judgment against Defendant Lane in the principal sum of \$410,000 plus both prejudgment and post judgment interest thereon at 6.31 percent per annum, costs and attorney's fees expended in prosecuting this action;

(b) an Order rescinding the Agreement and requiring Defendant Lane to make an accounting to Plaintiff of all sums wrongfully converted by her;

(c) a Permanent Injunction enjoining and restraining Defendant Lane either by and/or through her own acts or the acts of her

agents, representatives, servants, or employees, or anyone acting on her behalf or under her direction or control from directly or indirectly converting, disposing of, or transferring any portion of the \$410,000 still in her possession or under her custody or control, or in the possession, custody or control of anyone acting on her behalf.



THOMAS R. BRETT  
United States District Court  
Judge for the Northern District  
of Oklahoma

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

FILED

APR 24 1986

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

MEVALENE CARTER, d/b/a DISCOUNT )  
WRECKER & TRUCK SALVAGE, )  
 )  
Plaintiff,) )  
 )  
v. ) No. 85-C-584-C  
 )  
CANAL INSURANCE COMPANY, an insurance )  
corporation, )  
 )  
Defendant.)

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON this 23 day of April, 1986, it appearing to the Court that this matter has been compromised and settled, this case is herewith dismissed with prejudice to the refiling of a future action.

(Signed) H. Dale Cook

---

The Honorable H. Dale Cook  
United States District Judge

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

FILED

APR 24 1986

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

FLYNN ENERGY CORP., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 \* TULSA COMMERCE BANCSHARES, )  
 INC., BANK OF COMMERCE AND )  
 TRUST COMPANY, LEE I. )  
 LEVINSON, DALE E. MITCHELL, )  
 SIG KOHNEN, M-CORP., and )  
 M-BANK DALLAS NATIONAL )  
 ASSOCIATION, )  
 )  
 Defendants. )

No. 86-C-163 B

NOTICE OF DISMISSAL

Pursuant to Rule 41(a), Fed.R.Civ.P., Plaintiff hereby notifies the Court and all parties herein that it dismisses its claim for relief against L. Dale Mitchell.

*James R. Ryan*  
\_\_\_\_\_  
James R. Ryan  
CONNER & WINTERS  
2400 First National Tower  
Tulsa, Oklahoma 74103  
(918) 586-5693  
Attorney for Plaintiff  
FLYNN ENERGY CORP.

\* per phone call w/atty 4-25-86 - he w/ be amending complt today  
this is amended style - premature

CERTIFICATE OF SERVICE

This is to certify that on this 24th day of April, 1986, I caused a true copy of the foregoing Notice of Dismissal to be hand delivered to each of the following:

Roy C. Breedlove  
JONES, GIVENS, GOTCHER,  
DOYLE & BOGAN  
201 W. 5th St.  
Tulsa, Oklahoma 74103  
(918) 581-8200  
Attorney for Defendant  
LEE I. LEVINSON

Jerry R. Nichols  
NICHOLS, WOLFE, STAMPER,  
NALLY & FALLIS  
124 E. 4th St.  
Ste. 400  
Tulsa, Oklahoma 74103  
(918) 584-5182  
Attorney for Defendant  
M-CORP

Wm. Brad Heckenkemper  
BARROW, GADDIS, GRIFFITH  
& GRIMM  
610 S. Main  
Ste. 300  
Tulsa, Oklahoma 74119  
(918) 584-1600  
Attorney for Defendants  
BANK OF COMMERCE AND TRUST  
COMPANY and TULSA  
COMMERCE BANCSHARES, INC.

L. Dale Mitchell  
1112 Northwest 23rd St.  
(Citizens National Bank)  
Oklahoma City, Oklahoma 73106

  
James R. Peyer

*Entered*

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

**FILED**

APR 24 1986

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

MASSEY-FERGUSON, INC.,  
Plaintiff,

vs.

WESTERN AIR LINES, INC., a  
Delaware corporation,  
Defendant.

CASE NO. 85-C-316-B

AND RELATED COUNTERCLAIMS  
AND THIRD-PARTY ACTIONS.

STIPULATION FOR DISMISSAL AND ORDER OF DISMISSAL

Plaintiff and counter-defendant Massey-Ferguson, Inc., defendant, counter-claimant, cross-claimant and counter-defendant Western Air Lines, Inc., third-party defendants Communication Associates, Inc. and Communication Associates Leasing, Inc. and third-party defendant and counter-claimant Mentco Corporation, each hereby stipulate by and through their respective counsel as follows:

1. All claims, including the complaint, cross-claims and counterclaims, on file in this action shall be dismissed with prejudice as to all parties pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

2. Each party shall bear its own costs and attorneys' fees incurred in this action.

DATED: April 23, 1986

ENGLISH, JONES & FAULKNER

By: Benjamin C. Faulkner  
Benjamin C. Faulkner

Attorneys for Plaintiff and Counter-Defendant MASSEY-FERGUSON, INC.

DATED: April 17, 1986

MACDONALD, HALSTED & LAYBOURNE

By: John R. Shiner  
John R. Shiner

Attorneys for Defendant, Counter-Claimant and Cross-Defendant WESTERN AIR LINES, INC.

DATED: April 23, 1986

CHARLES W. SHIPLEY  
STEPHEN E. SCHNEIDER  
STEPHEN J. GREUBEL

By: Charles W. Shipley  
Charles W. Shipley

Attorneys for Third-Party Defendant and Counter-claimant MENTCO CORPORATION

DATED: April 23, 1986

WADELL & BUZZARD

By: Gene C. Buzzard  
Gene C. Buzzard

Attorney for Third-Party Defendant  
COMMUNICATION ASSOCIATES, INC.

DATED: April 23, 1986

WADELL & BUZZARD

By: Gene C. Buzzard  
Gene C. Buzzard

Attorney for Third-Party Defendant  
COMMUNICATION ASSOCIATES LEASING,  
INC.

ORDER

IT IS ORDERED that all claims, including the complaint, cross-claims and counterclaims, on file in this action are hereby dismissed with prejudice.

DATED: April 24, 1986

Thomas R. Brett  
Thomas R. Brett  
United States District Judge

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

FILED

APR 24 1986

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

and

THE STATE OF OKLAHOMA ex rel. )  
DAVID MOSS, District Attorney, )

Respondent )  
[Plaintiff], )

vs. )

THE MUSCOGEE (CREEK) NATION, )  
a Federally Recognized Indian )  
Tribe, )

Petitioner )  
[Defendant]. )

No. 85-C-658-E

PERMANENT INJUNCTION

TO: DAVID MOSS, DISTRICT ATTORNEY FOR TULSA COUNTY,  
OKLAHOMA, AND EACH ASSISTANT DISTRICT ATTORNEY, AGENT,  
EMPLOYEE, SERVANT, OR OTHER REPRESENTATIVE OF THE  
DISTRICT ATTORNEY FOR TULSA COUNTY AND ALL PERSONS  
ACTING IN ACTIVE CONCERT WITH YOU OR UNDER YOUR CONTROL.

TO: THE OKLAHOMA TAX COMMISSION, COMMISSIONERS KILPATRICK,  
HANIE, AND WADLEY, AND EACH ATTORNEY, AGENT, EMPLOYEE,  
SERVANT OR OTHER REPRESENTATIVE OF THE OKLAHOMA TAX  
COMMISSION OR THE INDIVIDUAL COMMISSIONERS, AND ALL  
PERSONS ACTING IN ACTIVE CONCERT WITH YOU OR UNDER YOUR

CONTROL

On this 24th day of April, 1986, pursuant to the Memorandum Opinion and Order of this Court in the above-styled and numbered cause,

IT IS ORDERED that David Moss, District Attorney for Tulsa County, Oklahoma, and each Assistant District Attorney, agent, employee, servant, attorney or other representative of the district attorney for Tulsa County, and all persons acting in active concert with him or under his control be and hereby are permanently enjoined from the following:

1. Enforcing or attempting to enforce any criminal and/or civil prosecutorial authority against the Muscogee (Creek) Nation, the tribal bingo enterprise known as Creek Nation Bingo, and/or the entities, employees or other persons conducting, operating, managing or participating in the activities of the tribal bingo enterprise, including without limitation refraining from and refraining from attempting or threatening to:

(a) arrest any persons for violation of the Oklahoma bingo laws, Okla. Stat. tit. 12, §§ 995.1 et seq. (1981 & Supp.), at any such game conducted by the Muscogee (Creek) Nation and/or the tribal bingo enterprise on the tribal property located at approximately 1616 East 81st Street, and described as follows:

Beginning at the NW corner of Lot 1 of Section 18, Township 18 North, Range 13 East; thence in a generally southeasterly direction with the so-called meander line forming the West boundary of Lots 1, 5 and 6 to its intersection with the section line between Sections 17 and 18; thence West to the thread of the stream of the Arkansas River; thence up said river with the thread of the stream to a point where it intersects the section line between Sections 18 and 7; thence East to point of beginning, containing 100 acres, more or less, Tulsa County, Oklahoma.

- (b) interfere in any way with the peaceable operation of such games;
- (c) padlock or otherwise attempt to close or impair the operations of the tribal bingo enterprise; and
- (d) confiscate, remove, seize or otherwise interfere with the property and receipts of the tribal bingo enterprise.

IT IS FURTHER ORDERED that the defendant State of Oklahoma ex rel. Oklahoma Tax Commission be and the same is hereby permanently enjoined from enforcing or attempting to enforce its regulatory and taxing authority against the Muscogee (Creek) Nation, the tribal bingo enterprise, and/or the entities, employees or other persons conducting, operating, managing or participating in the activities of the tribal bingo enterprise, by but not limited to the following means:

1. Entering onto the lands of the tribal bingo enterprise;
2. Auditing the books and records of the tribal bingo enterprise;
3. Confiscating, removing, seizing or otherwise interfering with the property and receipts of the tribal bingo enterprise; and
4. Seeking or procuring the civil or criminal prosecution of any person or entity managing, working for or participating in the activities of the tribal bingo enterprise of the Muscogee (Creek) Nation.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OKLAHOMA

CLERK'S OFFICE

UNITED STATES COURT HOUSE

TULSA, OKLAHOMA 74103

JACK C. SILVER  
CLERK

(818) 581-7786  
(FTS) 736-7786

~~May 24, 1983~~

April 23, 1986

Clerk, U. S. District Court  
Western District of Oklahoma

IN RE: Transfer of our Civil  
Case No.: 86-C-141-B

Dear Sir/Madam:

An order having been made transferring the above-numbered case to your District, we are transmitting herewith our entire original file in the action, together with certified copies of the order and the docket sheet.

Please acknowledge receipt of same on the enclosed copy of this letter and return. Thank you for your cooperation.

Very truly yours,

JACK C. SILVER, CLERK

By



Deputy Clerk

cc: All counsel of record

Receipt is acknowledged of the documents described herein.

CLERK, U. S. DISTRICT COURT

By

Deputy Clerk

Dated: \_\_\_\_\_

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 23 1986

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

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
DAVID L. OSTRANDER, )  
 )  
Defendant. ) CIVIL ACTION NO. 85-C-704-E

APPLICATION FOR  
ENTRY OF DEFAULT JUDGMENT

COMES NOW the Plaintiff by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and would show that Defendant, David L. Ostrander, acknowledged receipt of Summons and Complaint on or before September 11, 1985. The time within which the Defendant could have answered or otherwise moved has expired and has not been extended. The Defendant, David L. Ostrander, has not answered or otherwise moved and default has therefore been duly entered.

The Plaintiff, United States of America, would further show that the Defendant is indebted to it for the amounts shown in the accompanying Affidavit, and that Plaintiff is entitled to judgment in those amounts as a matter of law.

WHEREFORE, Plaintiff prays that the Court enter default judgment against the Defendant, David L. Ostrander,

pursuant to Rule 55(b)(2) of the Rules of Civil Procedure for the amounts shown in the accompanying Affidavit, and the costs of this action.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney

*Nancy Nesbitt Blevins*

NANCY NESBITT BLEVINS  
Assistant United States Attorney  
3600 United States Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 21<sup>st</sup> day of April, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to:

Mr. David L. Ostrander  
4810 Bahama  
Sand Springs, Oklahoma 74063

*Nancy Nesbitt Blevins*  
Assistant United States Attorney

Entered

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA  
APR 23 1966

TULSA TRAILER & BODY, INC. )  
and ROBERT KING, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
TRAILMOBILE, INC., TRAILMOBILE )  
FINANCE CO., WHEELABRATOR-FRYE, )  
INC., and THE M. W. KELLOGG CO., )  
 )  
Defendants. )

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

No. 81-C-767-B  
No. 82-C-525-B

O R D E R

This matter comes before the court on Defendants' Motions in Limine, Motion for Summary Judgment on Plaintiff's claim for wrongful termination of the dealer agreement and Motion to Preclude Plaintiff from designating a new expert witness. These matters will be addressed in order below.

I. DEFENDANTS' MOTIONS IN LIMINE

Defendants offer six separate motions in limine. The first seeks to bar alleged hearsay testimony by Plaintiff Robert King for the purpose of establishing Plaintiffs' claims under the Robinson-Patman Act. Plaintiffs claim that Trailmobile sold trailers to dealers competing with TTB at discriminatorily low prices. Defendants contend that Plaintiffs will seek to establish the necessary elements of a Robinson-Patman violation through testimony of King as to what customers told him about proposals from TTB and other dealers concerning a particular purchase. Plaintiffs contend that such testimony will be offered for the

purpose of showing customers' "state of mind" and is, therefore, excepted from the Hearsay Rule under Fed. R. Evid. 803(3).

The Court addressed the matter of King's hearsay testimony in its November 7, 1985, Order on Motion for Summary Judgment. The Court noted that it appears the purpose of King's testimony is to prove the truth of the matter asserted, "not to prove the existing state of mind of the declarant." November 7, 1985, Order, p. 33. The Court has made its position clear on this matter:

"TTB will not be permitted to offer such hearsay testimony through Mr. Robert King. The obvious solution to this evidentiary conundrum is for TTB to call representatives of the subject customers to testify to the actual facts of which they have knowledge. . . ."

Although the Court's comments were addressed to Plaintiff's Tenth claim for Tortious Business Interference, the same reasoning applies to the Robinson-Patman claims. As previously noted, the U.S. Supreme Court in Buckeye Powder Co. v. E. I. du Pont de Nemours Powder Co., 248 U.S. 55, 65 (1918), upheld the exclusion of statements by third persons of their reasons for refusing to do business with the plaintiff because the testimony was offered not as evidence of the speakers' motives but as evidence of the facts recited. TTB will not be allowed to use such hearsay testimony through Mr. King to establish the essential elements of its Robinson-Patman claim.

Defendants next move to preclude TTB from asserting a claim for fraud or nondisclosure based on Trailmobile's post-sale collection difficulties as to certain dealers. Defendants move

to preclude these claims on two grounds: (1) There is insufficient evidence to sustain the claims, (2) As a matter of law, TTB cannot assert these claims because Trailmobile was only seeking to collect on debts legally owed it. Defendants' motion is more appropriately termed a Motion to Dismiss or a Motion for Summary Judgment. The purpose of the Motion in Limine is to obtain a ruling on the admissibility of evidence in advance of trial. See, Wright & Graham, Fed. Prac. and Proc.: Evidence §5037 (1977). Therefore, Defendants' Motion to preclude TTB's Fifth and Eighth claims is denied.

Defendants next seek to preclude evidence regarding transactions between Trailmobile and Getty and Phillips which Defendants claim TTB did not disclose until February 12, 1986. TTB had previously asserted claims based on transactions between Trailmobile and Getty and Trailmobile and Phillips, alleging that these transactions interfered with TTB's business relationship with those companies. In the draft of the Amended Pre-trial Order, TTB sought to include 16 additional transactions between Trailmobile and Getty and Phillips. TTB also identified some 17 new documents in support of these claims. TTB contends that it did not learn the details concerning these transactions until April 19, 1985, when Trailmobile, pursuant to discovery, produced certain documents. TTB asserts that Defendants cannot be prejudiced or surprised by the addition of these transactions because the documents pertaining to them were in the Defendants' possession all along. TTB also contends that the Complaint does

not limit plaintiff to any particular instances of business interference and that claims pertaining to Getty and Phillips are not new. While it is true that TTB's Complaint contains allegations regarding Trailmobile's actions with respect to Getty and Phillips, it is clear that TTB's allegations related to two specific transactions, one sale to Getty and one to Phillips by Trailmobile. The addition of some 16 transactions to the case at this date is inappropriate. The cutoff for Discovery in this matter was April 1985. TTB offers no explanation as to why it waited from April 19, 1985, until February of 1986 to allege these claims concerning Getty and Phillips. Under the circumstances, to avoid prejudice to Defendants and the need to reopen discovery on these matters, TTB will not be allowed to introduce evidence concerning the transactions between Trailmobile and Getty and Phillips which TTB did not allege until February 1986.

Defendants next seek to preclude proof of TTB's Sixth claim on the grounds that it is based on an alleged oral agreement which violates the Statute of Frauds. TTB contends that there is a writing pertaining to the alleged agreement which will avoid the Statute of Frauds problem. The court will reserve ruling on this motion until it can determine from the evidence whether that writing is sufficient to comply with the Statute of Frauds.

Defendants next seek to preclude TTB's Eighth claim for breach of contract on the grounds that no such contract exists. Again, as the court noted with respect to Defendants' second

Motion in Limine, this matter would more appropriately be raised on a Motion to Dismiss or a Motion for Summary Judgment. The issue of whether a contract existed is a factual question which cannot be resolved on a Motion in Limine. Defendant's Motion is, therefore, denied.

Finally, Defendants seek to preclude evidence of an alleged oral agreement between TTB and Trailmobile whereby Trailmobile agreed not to sell trailers to any customer which had a principal buying office in TTB's Dealer Territory. Defendants contend that proof of this alleged agreement would violate the Statute of Frauds and the Parol Evidence Rule. TTB asserts that by its Order of November 7, 1985, this court found ambiguities with respect to whether there was an agreement that Trailmobile would not sell to customers with principal buying offices in TTB's dealer area. In its November 7, 1985, Order, this court noted that the evidence then in the record was "sparse" concerning sales by Trailmobile to customers in TTB's Northeast Oklahoma twenty-one county area. Nevertheless, the court overruled Defendants' Motion for Summary Judgment with respect to tortious interference with business relations relative to TTB customers Canal, Glass, Franks, Getty and Phillips. Defendants assert that Trailmobile made no sales to Canal, Glass or Franks and that any sales to Getty and Phillips were commissioned by the customers' offices in New Jersey and Kansas City. Therefore, Defendants contend, TTB can only seek to base its claim on an alleged agreement not to respond to requests from customer offices outside TTB's assigned

territory. Again, Defendants' Motion to preclude TTB's claim in this regard would more appropriately be made by a Motion to Dismiss or Motion for Summary Judgment. Factual issues remain pertaining to the terms of the alleged agreement between Trailmobile and TTB and the details of any sales to Glass, Canal, Franks, Getty and Phillips, which are not appropriately resolved on a Motion in Limine. Defendants' motion is, therefore, denied.

In summary, the Court hereby bars TTB from attempting to prove its claims through hearsay testimony; denies Defendants' Motion to preclude TTB's Fifth and Eighth claims; bars TTB from asserting claims for business interference with Getty and Phillips based on transactions not disclosed to Defendants until February 1986; reserves a ruling on Defendants' Motion to preclude proof of TTB's Sixth claim as violative of the Statute of Frauds; denies Defendants' Motion to bar TTB's Eighth claim for breach of contract; and denies Defendants' Motion to preclude evidence of TTB's Tenth claim as violative of the Statute of Frauds and Parol Evidence Rule.

## II. DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Defendants have moved for summary judgment on TTB's claim for wrongful termination of its dealership. TTB's claim is based on the theory that Trailmobile breached an implied covenant of good faith and fair dealing by terminating the dealership agreement. Defendants contend that two express provisions in the franchise agreement bar TTB's claim. Paragraph 7 of the agreement provides:

"This Agreement may be . . . terminated with or without cause upon 60 days written notice by either party to the other . . . ."

The paragraph goes on to provide:

"In the event of termination of this Agreement, neither party shall by reason thereof be liable to the other for compensation or damages of any kind whatsoever. . . ."

Defendants contend that the first provision prevents the implication of a covenant which would limit Trailmobile's right to terminate the franchise agreement without cause, and that the second makes TTB's claim for wrongful termination moot, assuming TTB could maintain the claim in light of the "without cause" provision.

TTB asserts that Dayan v. McDonald's Corp., 125 Ill. App.3d 972, 466 A.2d 958 (1984), establishes that under Illinois law the implied covenant of good faith requires that a franchisor have good cause to terminate a franchise agreement. TTB contends that under the good faith doctrine announced by Dayan, exercise of a termination at will clause without good cause is unlawful.

In Dayan, the Illinois Appellate Court addressed the issue of termination at will clauses in franchise agreements. After reviewing case law from other states, the court decided that the implied covenant of good faith "restricts franchisor discretion in terminating a franchise agreement to those cases where good cause exists." Id. at 973. However, Dayan and the cases the Illinois court relied upon are not as broad as Plaintiffs assert. For example, in Dayan the court noted:

"In Illinois, as in the majority of American jurisdictions, a covenant of good faith and fair dealing is implied in every contract absent express disavowal."

Id. at 971 (emphasis added). In addition, a closer look at the cases the Illinois court reviewed in rendering its decision indicates that they offered factual circumstances markedly different from those at issue here. In Seegmiller v. Western Men, Inc., 20 Utah 2d 352, 437 P.2d 892 (1968), the Utah Supreme Court held that a good faith covenant limited the power of a franchisor to terminate a franchise agreement without good cause. In that case, the franchise agreement provided that the agreement was terminable upon 60 days written notice to the franchisee. However, the court noted that the termination clause did not state whether or not termination had to be for cause. Id., 437 P.2d 892. The court stated:

"[W]hen parties enter into a contract of this character and there is no express provision that it may be cancelled without cause, it seems fair and reasonable to assume that both parties entered into the arrangement in good faith, intending that if the service is performed in a satisfactory manner it will not be cancelled arbitrarily."

Id. at 894. Clearly, a determining factor in the Utah court's decision was the absence of any express provision that the franchise agreement could be cancelled without cause, a critical difference with the agreement between the parties herein. In Atlantic Richfield Co. v. Razumic, 480 Pa. 366, 390 A.2d 736 (1978), also cited in Dayan, the dealer lease provided that the franchisor could terminate the lease for certain business reasons while the franchisee could terminate without reason with 60 days

notice on the anniversary of the lease. The absence of a similar provision in the franchisor's favor influenced the court's decision barring the franchisor from terminating without good cause. In addition, at the same time Arco had the lease agreement with Razumic, it had a parking lot lease with Hertz Car Rental which provided that either side "may cancel this lease, without or without cause, by giving to the other side 30 days prior written notice." Id. at 741 n. 7. The fact that Arco had a "without cause" provision in the Hertz lease convinced the court that had Arco intended to include a termination without cause provision in the Razumic lease it would have expressly provided one. Again, this is a major difference from the instant case where the franchise agreement contained an express "without cause" provision.

Shell Oil Co. v. Marinello, 63 N.J. 402, 307 A.2d 598 (1973), cert. denied, 415 U.S. 920 (1974) and Ashland Oil Co. v. Donahue, 159 W.Va. 463, 223 S.E.2d 433 (1976), concerned situations where a large oil company sought to terminate the franchise of a local service station operator. The courts were justifiably concerned about equality of bargaining power.

"Where there is grossly disproportionate bargaining power, the principle of freedom to contract is nonexistent and unilateral terms result. In such a situation, courts will not hesitate to declare void as against public policy grossly unfair contractual provisions which clearly tend to the injury of the public in some way."

Marinello at 601. Again, unlike this case, the agreement between the parties did not contain an express provision regarding termination without cause.

The theory of the good faith covenant is to protect the expectation interests of the parties; chiefly, the expectation that if performance under the agreement is satisfactory, the contract will not be terminated without good cause. Dayan, supra, at 974; Seegmiller, supra, at 894. But where the agreement between the parties expressly provides that termination may be without cause, there is little need for courts to protect the parties' expectation interest, for there is little to protect. In general, parties are free to contract. Where a contract is not ambiguous, it should be enforced according to the plain meaning of its language. Brown v. Miller, 45 Ill. App.3d 970, 360 N.E.2d 585 (1977). The public policy restraints Illinois adopted in Dayan apply where a contract is silent as to whether good cause is a requirement for termination under a termination at will contract, but the reasons which underlie that policy do not hold where parties expressly provide that good cause is not a requirement for termination under their contract. Such an express provision leaves no room for implying a good cause requirement. Corensweet, Inc. v. Amana Refrigeration, Inc., 594 F.2d 129 (5th Cir.), cert. denied, 444 U.S. 938 (1979). The court finds that Illinois law does not imply a good cause requirement in a termination at will provision which expressly provides that termination may be without cause.

In addition, even if TTB could establish a claim for violation of the implied covenant of good faith by terminating the TTB franchise without good cause, paragraph 7 of the

franchise agreement bars any claim for damages resulting from such termination. Thus, even if TTB were able to state a legal claim for wrongful termination of its franchise, under its contract with Trailmobile, it could recover no damages. For these reasons, Defendants' Motion for Summary Judgment on TTB's wrongful termination claim is hereby granted.

III. MOTION TO PRECLUDE TTB FROM DESIGNATING A NEW EXPERT WITNESS

Defendants contend that TTB seeks to substitute a new expert witness in the place of experts Plaintiff previously included in its list of prospective witnesses. Defendants contend they will be prejudiced if this new expert is allowed to testify because they will not know the scope of the witness' testimony until shortly before trial and will be handicapped in finding an expert to rebut TTB's witness. TTB asserts that it notified Defendants on March 25, 1986, that an expert witness would probably be substituted for one identified on TTB's prospective witness list. The change was necessary, TTB contends, because of changes in the position of the lawsuit and the need for authority from the Bankruptcy Court to retain an expert. TTB asserts that the new expert, Dr. Jonathan Cunitz, was made available to Defendants for deposition and that Dr. Cunitz' name was made available to the Defendants more than 10 days before the scheduled trial date as required by the Amended Pretrial Order.

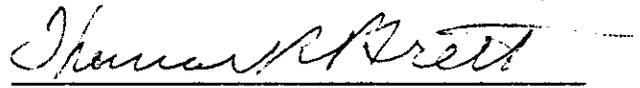
This Court's Scheduling Order of August 1984, set a deadline for the exchange of names of all witnesses, including experts, of March 1, 1985. In its March 1 witness list, TTB listed among its

prospective witnesses Harry Dayton and Jack Blubaugh, experts with respect to the trailer industry. On April 8, 1986, TTB notified Defendants that it would substitute Dr. Cunitz for Mr. Blubaugh. Dr. Cunitz was made available for deposition on April 15, 1986. TTB contends that Dr. Cunitz will testify on the same issues that Mr. Blubaugh was to and that since Defendants did not take Mr. Blubaugh's deposition they will not be prejudiced by the substitution of Dr. Cunitz.

The Pre-Trial Order filed February 24, 1986, lists Jack Blubaugh as a witness for TTB on the "effect of expansion and termination, projection of TTB's damages, the effect of defendants' price discrimination in TTB's sales and profits and the effect on competition if TTB had been offered the same benefits as given to other dealers." Under Rule 16, the Pre-Trial Order controls "the subsequent course of the action unless modified by a subsequent order." Modification of a final Pre-Trial Order is to be done "only to prevent manifest injustice." Here, TTB has offered no persuasive reason why the Pre-Trial Order should be modified to allow Dr. Cunitz to testify in place of Mr. Blubaugh. If the scope of Dr. Cunitz' testimony is essentially the same as Mr. Blubaugh's, no "manifest injustice" will occur in holding TTB to its original witness list. If the scope of Dr. Cunitz' testimony will not be the same as that of Mr. Blubaugh's, then Defendants would likely be prejudiced by this last minute substitution. Under such circumstances, the interests of justice and fairness require that

TTB's new expert witness be precluded from testifying. TTB may call the expert witnesses it listed in the Pre-Trial Order, thus, TTB will not be injured by this ruling. Such a decision is within the discretionary power of the trial court. See, Smith v. Ford Motor Co., 626 F.2d 784 (10th Cir. 1980), cert. denied, 450 U.S. 918 (1981); United States v. Rayco, Inc., 616 F.2d 462 (10th Cir. 1980). For these reasons, Defendants' Motion to Preclude the testimony of a new expert witness not included in the Pre-Trial Order is granted.

IT IS SO ORDERED, this 27<sup>th</sup> day of April, 1986.

  
\_\_\_\_\_  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

**FILED**

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

APR 23 1986 *af*

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

A. B. HARRIS,	)
	)
Plaintiff,	)
	)
v.	)
	)
DOW CHEMICAL COMPANY and	)
DOWELL-SCHLUMBERGER, INC.,	)
	)
Defendants.	)

No. 85-C-558-B ✓

O R D E R

This matter comes before the Court on the motion of defendants Dow Chemical Company ("Dow") and Dowell-Schlumberger, Inc. ("Dowell") "to dismiss and motion for summary judgment," and defendants' application to strike plaintiff's response to the defendants' motion. The Court held a status conference in this matter on March 25, 1986, at which time the Court directed the parties to supplement the record with defendants' requests for admissions by April 4, 1986 and plaintiff's responses thereto by April 14, 1986. For the reasons set forth below, defendants' application to strike plaintiff's response is denied. Defendants' motion for summary judgment is granted.

Plaintiff's counsel, Earl W. Wolfe, states to the Court that he filed plaintiff's response to defendants' motion immediately upon receipt of the Court's January 10, 1986 Order on January 14, 1986. The Order had granted plaintiff until January 13, 1986 in which to file the response but specified that no further extensions would be permitted. Defendants' application to strike is denied based on plaintiff's counsel's representation.

The issues presented by defendants' motion for summary judgment are: 1) whether the Court lacks subject matter jurisdiction over plaintiff's charges of discrimination under both Title VII (race and sex) and the Age Discrimination in Employment Act ("ADEA") due to her alleged failure to file a charge with the Equal Employment Opportunity Commission ("EEOC") within the required period following the alleged unlawful employment practice, 42 U.S.C. §2000e-5(e); and 2) whether the Court lacks subject matter jurisdiction because plaintiff failed to cooperate with the EEOC in its investigation of her complaint.

Plaintiff admits that she was informed on May 15, 1984, by managers of Dowell that she would be working through the end of May 1984, but that her last day of work would be May 15, 1984. Admission No. 27, Supplement to Plaintiff's Response to Defendants' Motion for Summary Judgment (hereinafter referred to as "Supplement"). Plaintiff's counsel prepared a charge of discrimination on a form provided by the EEOC together with a two-page attachment of particulars, which plaintiff signed on November 21, 1984. The form was formally addressed to both the Oklahoma Human Rights Commission ("OHRC") and the EEOC. Plaintiff mailed the form to the EEOC office in Oklahoma City, Oklahoma by certified mail on November 26, 1984. An EEOC representative signed the return receipt on November 27, 1984. Exhibit "A", Plaintiff's Response to Defendants' Motion to Dismiss and for Summary Judgment. Therefore, plaintiff filed her charge on either the 180th or the 196th day following the

challenged employment practice, depending on whether the period commenced on May 31 or May 15, 1984.

The initial briefing in this matter concerned whether the Court lacked subject matter jurisdiction over plaintiff's charges due to her alleged failure to file a charge within 180 days of the alleged unlawful employment practice. Plaintiff raises the new argument in her April 14, 1986 brief that she was not required to file a charge of discrimination within the state-imposed 180 day limitations period. Smith v. Oral Roberts Evangelistic Ass'n, Inc., 731 F.2d 684 (10th Cir. 1984). In Smith, the Tenth Circuit held that Mohasco Corp. v. Silver, 447 U.S. 807 (1980) had implicitly overruled Dubois v. Packard Bell, 470 F.2d 973 (10th Cir. 1972), in which the Tenth Circuit affirmed summary judgment for defendant because plaintiff had filed with the EEOC after the expiration of the New Mexico filing period.

"[A] complainant in a deferral state having a fair employment practice agency over one year old need only file his charge within 240 days of the alleged discriminatory practice in order to insure that his federal rights will be preserved."

Mohasco, 447 U.S. at 814, n. 16. Under Smith, the 180-day Oklahoma limitations period does not foreclose federal relief. The Court concludes plaintiff's filing was timely regardless of whether the date of termination was May 15 or May 31.

Defendants also argue this action should be dismissed for the reason that plaintiff failed to cooperate with the EEOC in

the investigation of her complaint. The record indicates that on December 3, 1984, the EEOC sent plaintiff and/or plaintiff's counsel a letter indicating that the information provided in her charge was insufficient for the EEOC to continue the investigation. The letter informed plaintiff that her charge would be dismissed in thirty days from receipt of the letter if plaintiff did not contact the EEOC to arrange for an interview. Enclosed with the letter were three questionnaires (a "charging party discharge questionnaire", a "charging party promotion questionnaire, and a charging party age questionnaire") which plaintiff's attorney was to complete. Defendants' Exhibit 2 to Motion to Dismiss and Motion for Summary Judgment; Response No. 14, Supplement. On March 12, 1985, the EEOC sent plaintiff and/or plaintiff's counsel a right to sue letter dismissing the charge due to plaintiff's failure "to provide requested necessary information," the failure or refusal "to appear or be available for necessary interviews," and the refusal "to cooperate to the extent that the Commission has been unable to resolve [the] charge." Exhibits 2 and 4 to Defendants' Motion to Dismiss and for Summary Judgment. Plaintiff admits that on or about February 7, 1985, an EEOC investigator called plaintiff's counsel regarding the EEOC data request (completed questionnaires) and that the attorney promised to provide the requested information by February 12, 1985. Admission No. 16, Supplement. Plaintiff further admits that she and her attorney have not provided the EEOC with the requested data. Admissions 20 and 21, Supplement.

Administrative remedies must be fully exhausted before jurisdiction vests in the federal courts. Sampson v. Civiletti, 632 F.2d 860, 862 (10th Cir. 1980); Ettlinger v. Johnson, 518 F.2d 648 (3d Cir. 1975); Edwards v. Dept. of the Army, 708 F.2d 1344 (8th Cir. 1983). In Dates v. Phelps Dodge Magnet Wire Co., 604 F.Supp. 22 (N.D. Ind. 1984), the court dismissed plaintiff's Title VII suit for depriving the EEOC of its opportunity to investigate and conciliate her charge though plaintiff had received a "right to sue" letter.

"[P]laintiff effectively avoided the administrative process and frustrated any administrative opportunity for investigation and informal grievance resolution. Though plaintiff did file a charge with the Equal Employment Opportunity Commission, her interaction with that agency and the state agency was otherwise nominal and without substance. By her own noncooperation, plaintiff made it impossible for the administrative agency to attempt to resolve her case and in this respect did not adequately exhaust her administrative remedies so as to warrant the invocation of this court's jurisdiction. To hold otherwise would clearly frustrate the congressional intent and purpose behind the enactment of Title VII." 604 F.Supp. at 27.

The Court also held that where, as here, the plaintiff herself is at fault for depriving the EEOC of an opportunity to conciliate her charge, the plaintiff cannot invoke the court's jurisdiction solely on the basis of her receipt of a right to sue letter. Id. To hold otherwise would allow the complainant to be dilatory at the administrative level knowing that she can later get into federal court anyway. Id. at 26; Johnson v. Bergland, 614 F.2d 415, 418 (5th Cir. 1980).

Plaintiff contends that the charge was sufficiently detailed to notify the EEOC of the nature of plaintiff's claim. The November 21, 1984, charge alleged that someone told plaintiff at the time of her transfer from Michigan to Oklahoma in 1981 that a transferring employee could not receive a promotion and a transfer at the same time. Plaintiff claimed she later learned of a white male who was simultaneously transferred and promoted. White males in the company allegedly harassed plaintiff by calling her "Miss EEO" due to her former job in Michigan as supervisor of EEO programs. Management allegedly refused to give plaintiff clerical support while giving clerical support to white males with the same responsibilities. Plaintiff was allegedly told that she would have to take vacation time to become involved in outside organizations while white employees were permitted to engage in similar activities on company time. The company allegedly refused to pay plaintiff's membership dues in a particular organization for oil industry females while paying such dues for white females. The company terminated plaintiff on May 31, 1984, while allegedly retaining white employees under forty who had the same or lesser responsibilities and less service with the company. The company allegedly utilized a subjective rating system as a basis for terminating plaintiff, though allegedly insisting that they used a "definitive rating system." Exhibit "A", Brief in Support of Plaintiff's Response. The evidence indicates that the EEOC found the information in the charge to be insufficient for the agency to proceed with an

investigation. The EEOC requested an interview of plaintiff and provided plaintiff and/or plaintiff's attorney with the three questionnaires requesting the required additional data. After more than three months, when plaintiff had failed to arrange an interview and plaintiff's attorney had failed to complete the questionnaires, the EEOC dismissed the charge. Plaintiff contends that her lack of cooperation with the EEOC investigation was inadvertent and unintentional, but submits no facts in support thereof. As an alternative to dismissal for lack of cooperation, which she opposes, plaintiff suggests that the matter be remanded to the EEOC for further investigation. The record reflects that plaintiff and plaintiff's counsel wholly failed to respond to the request made by the EEOC and cooperate in its investigation and conciliation process. In the "right to sue" letter to plaintiff the EEOC stated:

"TO THE PERSON AGGRIEVED: This is your NOTICE OF RIGHT TO SUE. It is issued because the Commission has dismissed your charge. Your charge was dismissed for the following reason:

\* \* \*

"You failed to provide requested necessary information, failed or refused to appear or be available for necessary interviews/conferences or otherwise refused to cooperate to the extent that the Commission has been unable to resolve your charge. You have had more than 30 days in which to respond to our final written request."

The Court concludes that in failing to cooperate with the Commission plaintiff failed to exhaust her administrative remedies under Title VII. Dates v. Phelps Dodge Magnet Wire Co., 604 F.Supp. at 25-28. Both Title VII and the ADEA require the

filing of a charge with the EEOC as a prerequisite for commencing a civil action in federal court and set forth similar time periods for filing the charges. 42 U.S.C. §2000e-5(c); 29 U.S.C. §626(d). The identity of purpose of the ADEA and Title VII and the conciliation procedures required in both suggest that exhaustion is similarly required under the ADEA. Defendants' motion for summary judgment is granted. The Court need not address defendants' motion to dismiss plaintiff's pendent third claim for relief.

For the reasons set forth above, defendant's application to strike plaintiff's response is denied. Defendants' motion for summary judgment is granted due to plaintiff's failure to exhaust administrative remedies as a predicate to this Court's jurisdiction.

IT IS SO ORDERED this 23<sup>rd</sup> day of April, 1986.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

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

**FILED**

APR 23 1986

A. B. HARRIS, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DOW CHEMICAL COMPANY and )  
 DOWELL-SCHLUMBERGER, INC., )  
 )  
 Defendants. )

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

No. 85-C-558-B

O R D E R

This action came on before the Court on defendants' motion for summary judgment, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the plaintiff, A. B. Harris, take nothing, that the action be dismissed due to a want of subject matter jurisdiction, and that the defendants, Dow Chemical Company and Dowell-Schlumberger, Inc., recover of the plaintiff their costs of action. The parties are to pay their own respective attorneys fees.

DATED at Tulsa, Oklahoma, this 23<sup>rd</sup> day of April, 1986.

*Thomas R. Brett*  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

**FILED**

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

APR 23 1986

FRED B. WELCH,

Movant,

v.

GARY MAYNARD, et al.,

Respondent.

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

No. 85-C-1123-E

O R D E R

Comes now before the Magistrate Petitioner's Application for Writ of Habeas Corpus pursuant to 28 U.S.C. § 2254 and having examined the application, submitted pleadings and the legal authority contained therein the Magistrate finds as follows:

On January 25, 1983 in the District Court of Tulsa County Petitioner pled guilty to six separate counts involving forgery, concealing stolen property and injuring a public building. He was sentenced to a 13 year term of imprisonment on each count, the terms to run concurrently. Petitioner now attacks these judgments on various grounds including involuntary guilty plea, unconstitutional enhancement of punishment, denial of his right to appeal, violation of his right against double jeopardy and denial of effective assistance of counsel.

The Magistrate has examined the trial records of the cases now under attack and finds that the pleas of guilty were voluntarily and knowingly entered. He was fully informed of his rights attendant to a jury trial. Additionally, Mr. Welch was informed of his right to appeal from his guilty pleas and, in

fact, filed a timely motion to withdraw his pleas. A hearing was held upon his withdrawal motion whereupon Petitioner withdrew his motion.

The record further indicates that Petitioner purposefully did not utilize counsel for appeal as he was a witness to matters incident to appeal. Both the trial court and the Court of Criminal Appeals, relying on Title 22 O.S. §1086, denied Petitioner's Application for Post-Conviction relief on the grounds that Petitioner failed to properly procure a direct appeal or set forth sufficient reason why a direct appeal was not pursued.

It is unnecessary to address Respondents' argument regarding the effect of Reed v. Ross, 468 U.S. \_\_\_\_, 82 L.Ed. 211 (1984), on the Tenth Circuit ruling in Holcomb v. Murphy, 701 F.2d 1307 (10th Cir. 1983). The Magistrate finds that even under the more lenient rule of Fay v. Noia, 372 U.S. 391, 83 S.Ct. 822 (1963), Petitioner is precluded from obtaining the federal habeas relief he seeks. The Magistrate finds support for the trial court and criminal appellate courts conclusions that Petitioner deliberately by-passed the state procedure for direct appeal.

It is therefore Ordered that Petitioner's Application for a Writ of Habeas Corpus be and is hereby denied.

Dated this 23<sup>rd</sup> day of April, 1986.

  
John Leo Wagner  
United States Magistrate

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

ROY D. QUICK, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 GEORGE SHAMPINE, O. C. RUSH, )  
 DR. M. A. THOMAS AND )  
 SHERIFF INGRAM, )  
 )  
 Defendants. )

No. 83-C-612-E

**FILED**

**APR 23 1986**

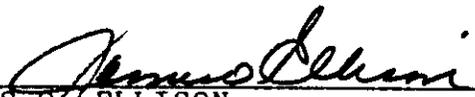
**Jack C. Silver, Clerk  
U. S. DISTRICT COURT**

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 Roy D. Quick take nothing from the Defendants George Shampine, O. C. Rush and Floyd Ingram, that the action be dismissed on the merits, and that these Defendants recover of the Plaintiff their costs of action.

DATED at Tulsa, Oklahoma this 23<sup>rd</sup> day of April, 1986.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

**FILED**

**APR 23 1986**

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

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

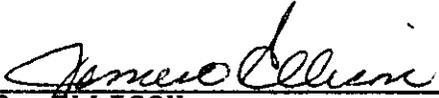
MARTIN HEDLEY, et al., )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 SHARE AMERICA INTERNATIONAL, )  
 INC., an Oklahoma corporation, )  
 et al., )  
 )  
 Defendants. )

No. 85-C-1139-E

**DEFAULT JUDGMENT**

The Court has before it for its consideration the Plaintiffs' Motion for Default Judgment against Defendant Alan E. Sargent. The Plaintiffs appear by and through their attorneys of record, Henshaw & Leblang by Sigrid M. Henshaw. The Defendant, Alan E. Sargent, appears not, although duly notified of the hearing. Having heard evidence with regard to the damages sustained by the Plaintiffs, and Defendant Sargent's default having been entered by the Clerk of this Court, the Court finds that judgment should be entered in favor of the Plaintiffs and against Defendant Alan E. Sargent in the amount of \$19,011.50, plus interest at the rate of 10% per annum from January 29, 1985, until judgment which was entered April 14, 1986, plus interest after judgment at the rate of 7.06% per annum until paid. The Court further awards attorneys' fees and costs to be set upon proper application, as set forth in the Local Rules for the United States District Court for the Northern District of Oklahoma.

DATED this 22<sup>d</sup> day of April, 1986.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

Entered

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

INTERCONTINENTAL IMPORTS, INC., )  
a Wisconsin corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
WES CAVES, d/b/a Oklahoma )  
Conversions, Inc., )  
 )  
Defendant. )

No. 85-C-965-8

JUDGMENT

The Defendant, Wes Caves, having been regularly served with process, and having failed to plead or otherwise defend in this action and its default having been entered, and it appearing that said Defendant is not an infant or incompetent person, and an Affidavit of nonmilitary service having been filed herein, and it appearing by the Affidavit of the Plaintiff that the Plaintiff is entitled to judgment herein,

NOW, upon application of the Plaintiff and upon Affidavit that Defendant is indebted to the Plaintiff, the Court finds that Plaintiff is entitled to damages in the amount of the difference in value between the automobile as warranted and the actual value with warranties breached which amount is \$40,000, plus incidental and consequential damages of \$10,340.90 resulting from Plaintiff's loss of both the automobile and the contracted sale of said automobile which amount includes prejudgment interest of 6% per annum through April 8, 1986, and which amount has been fully documented in the Affidavit of Tom Baumann and invoices attached thereto, together with interest from date at the statutory rate

per annum. Plaintiff is also entitled to reasonable attorneys' fees, costs of this action and to indemnification for all attorneys' fees of Stacy Utal v. Intercontinental Imports, Inc., Case No. 85-CV-2530, such companion case having been litigated in the Circuit Court for Waukesha County, State of Wisconsin, which attorneys' fees amounted to \$4,506.22.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Defendant damages in the amount of the difference in value between the automobile as warranted and the actual value with warranties breached which amount is \$40,000, plus incidental and consequential damages of \$10,340.90 resulting from Plaintiff's loss of both the automobile and the contracted sale of said automobile which amount includes prejudgment interest of 6% per annum through April 8, 1986, and which amount has been fully documented in the Affidavit of Tom Baumann and invoices attached thereto, together with interest from date at the statutory rate per annum. Plaintiff is also entitled to reasonable attorneys' fees, costs of this action and to indemnification for all attorneys' fees of Stacy Utal v. Intercontinental Imports, Inc., Case No. 85-CV-2530, such companion case having been litigated in the Circuit Court for Waukesha County, State of Wisconsin, which attorneys' fees amounted to \$4,506.22. Thus, Plaintiff is entitled to a total sum of \$54,847.12 with interest to accrue from date at the statutory rate per annum, plus reasonable attorneys' fees and court costs incurred in this action.

DATED this 21st day of April, 1986.

S/ THOMAS R. BRETT

---

Entered

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

A. G. BECKER, INCORPORATED, )  
)  
)  
Plaintiff, )  
)  
)  
-vs- )  
)  
)  
ALBERT J. BLAIR, JR. )  
)  
)  
Defendant. )

NO. 83-C-631-B

**FILED**

APR 22 1988

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

O R D E R

The above-referenced case is hereby dismissed with prejudice  
to the refiling thereof.

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,            )  
  )  
                                  Plaintiff,    )  
  )  
vs.                                        )  
  )  
24.40 ACRES OF LAND, MORE OR        )  
LESS, SITUATE IN OSAGE COUNTY,       )  
STATE OF OKLAHOMA, AND OKMAR        )  
OIL COMPANY, et al.,                    )  
  )  
                                  Defendants.    )    CIVIL ACTION NO. 85-C-36-B

FINAL JUDGMENT DETERMINING JUST  
COMPENSATION AND ORDER OF DISBURSEMENT AND POSSESSION

Upon consideration of the Stipulation of Just Compensation entered into by Plaintiff, United States of America, and Defendants, Okmar Oil Company, Robert M. Beren and Sheldon K. Beren, and the Disclaimer of the Defendant, State of Oklahoma, ex rel. Oklahoma Tax Commission, both documents having been filed with the Court, the Court finds as follows:

1. That just compensation for the subordinated estate acquired by Plaintiff, United States of America, as set forth in the Declaration of Taking, is \$41,000.00, inclusive of interest, costs and fees;

2. That at the time of the filing of the Declaration of Taking in this cause, Defendants, Okmar Oil Company, Robert M. Beren and Sheldon K. Beren, were the owners of a mineral leasehold located in Osage County, Oklahoma, a portion of which is more particularly described in the Declaration of Taking previously mentioned;

3. That said Declaration of Taking included the above-mentioned parcel of land, subject to the exceptions noted therein, and the sum of \$23,087.00 was deposited in the registry of the Court as compensation for the taking thereof;

4. That Defendants, Okmar Oil Company, Robert M. Beren and Sheldon K. Beren, are entitled to receive said deposit, plus a check in the amount of \$17,913.00 for a total amount of \$41,000.00, except for any sums deducted therefrom for payment and satisfaction of all taxes, assessments, liens and encumbrances against the property, if any, and it is by the Court hereby

ORDERED that the Clerk of this Court disburse to the Defendants, Okmar Oil Company, Robert M. Beren and Sheldon K. Beren, and their attorneys, Rosenstein, Fist & Ringold, the amount of \$23,087.00 previously paid into the Court by the Plaintiff; and it is,

FURTHER ORDERED that Plaintiff shall deliver a check in the amount of \$17,913.00 to the Defendants, Okmar Oil Company, Robert M. Beren, Sheldon K. Beren, and Rosenstein, Fist & Ringold, in order that all taxes, assessments, liens and encumbrances against the property on the date of taking shall be paid, satisfied and discharged out of the total proceeds of \$41,000.00.

S/ THOMAS R. BRETT

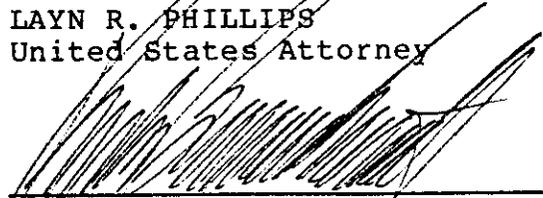
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THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney



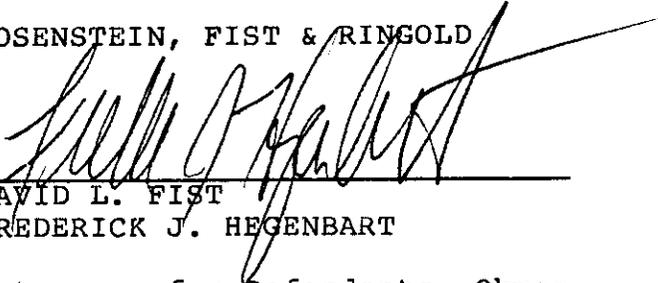
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PETER BERNHARDT  
Assistant United States Attorney

DONALD F. ROSENDORF  
Attorney, Land Acquisition Section  
Land and Natural Resources Division  
U.S. Department of Justice

Attorneys for Plaintiff

ROSENSTEIN, FIST & RINGOLD



---

DAVID L. FIST  
FREDERICK J. HEGENBART

Attorneys for Defendants, Okmar  
Oil Company, Robert M. Beren and  
Sheldon K. Beren

*Entered*

**FILED**

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

APR 22 1986

JAMES G. SWAFFORD, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 MARGARET M. HECKLER, Secretary )  
 of Health and Human Service, )  
 )  
 Defendant. )

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

No. 84-C-411-B ✓

O R D E R

The Court has for consideration the Findings and Recommendations of the Magistrate filed on April 9, 1986, in which it is recommended that this case be remanded to the Secretary for further administrative proceedings. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the matters presented to it, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is hereby Ordered that this case be remanded to the Secretary for further proceedings consonant with the Findings and Recommendations of the Magistrate.

Dated this 22<sup>nd</sup> day of April, 1986.

*Thomas R. Brett*  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE



*Entered*

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

HOLD OIL CORP., )  
a Florida Corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ANDCO INVESTMENTS, INC.; )  
DAVE ANDERSON, Individually; )  
HARTCO RESOURCES, INC.; and )  
HARTLEY MILLER, d/b/a HARTCO, )  
 )  
Defendants. )

Case No. 85-C-972 B

**FILED**

APR 22 1986

DEFAULT JUDGMENT

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

On this 22nd day of April, 1986, this matter comes on for consideration of the Plaintiff's Application for Judgment by Default. The Court finds and

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The Clerk of this Court entered Judgment by Default on the 17th day of April, 1986.

2. The Clerk's Entry of Default was proper and is hereby approved by the Court.

3. Judgment should, therefore, be entered in favor of the Plaintiff and against the Defendants, Dave Anderson, Andco Investments, Inc., and Hartley Miller, for ONE HUNDRED FIVE THOUSAND FIVE HUNDRED TWELVE and 41/100 DOLLARS (\$105,512.41), together with interest at the rate of fifteen percent (15%) per annum from February 13, 1985, until the

date of judgment, interest at the rate of 6 3/4 percent per annum from the date of judgment until paid, and the costs of this action, and an attorney fee to be determined upon proper application by Plaintiff.

S/ THOMAS R. BRETT

---

U. S. DISTRICT JUDGE

Entered

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE APR 22 1986  
NORTHERN DISTRICT OF OKLAHOMA

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

GOLDEN ARROW GAS ENERGY CORP., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
TEXACO, INC., et al., )  
 )  
Defendants. )

No. 86-C-141-B ✓

ORDER

The Court has for consideration the Report and Recommendations of the Magistrate filed April 9, 1986 in which the Magistrate recommended that Defendant's Motion to transfer be granted. 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, the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that Defendant's Motion to Transfer be and is hereby granted.

It is so Ordered this 27 day of April, 1986.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,        )  
  )  
                                  Plaintiff,        )  
  )  
vs.                                        )  
  )  
DAVID A. JAMES,                        )  
  )  
                                  Defendant.        )        CIVIL ACTION NO. 86-C-269-B

ORDER OF DISMISSAL

Now on this 21 day of April, 1986, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve David A. James have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, David A. James, be and is dismissed without prejudice.

S/ THOMAS R. BRETT  

---

UNITED STATES DISTRICT JUDGE

*Entered*

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

POLLUTION CONTROL, INC., )  
10360 Wayne Ave. )  
Cincinnati, Ohio 45215, )  
 )  
Plaintiff, )

vs. )

GAINES & NEEL CONSTRUCTION )  
CO., P.O. Box 1006, Miami, )  
Oklahoma 74355, )  
 )  
Defendant. )

Case No. 86-C-106-B

ORDER OF DISMISSAL

The above matter coming on for consideration by the Court on this 21 day of April, 1986, upon the Joint Application of the parties herein for Dismissal With Prejudice, and the Court being fully advised in the premises, finds that said Application for Dismissal is in the best interest of justice and should be approved, and the above styled and numbered cause of action dismissed with prejudice to refiling by the plaintiff.

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

BY WILLIAM R. BRETT

UNITED STATES DISTRICT JUDGE

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

PAUL P. McBRIDE,	)	
	)	
Plaintiff	)	
	)	
v.	)	CIVIL NO. 84-C-521-E
	)	
UNITED STATES OF AMERICA,	)	
	)	
Defendant	)	
	)	
v.	)	
	)	
PEGGY LYNNE GOODALL and	)	
RICHARD B. TAYLOR,	)	
	)	
Additional Defendants	)	
on Counterclaim	)	

FINAL JUDGMENT

This action came on for trial before the Court and a jury. Honorable Judge James O. Ellison, District Judge, presiding and the issues having been duly tried and the jury having duly rendered its special verdict and upon said verdict:

It is ORDERED and ADJUDGED that plaintiff, Paul P. McBride take nothing and that his action against the United States be dismissed on the merits;

It is ORDERED and ADJUDGED that defendant, United States of America, recover from the plaintiff, Paul P. McBride, the sum of \$102,649.59 plus statutory additions and interest as allowed by law from March 7, 1983; from the additional defendant on counterclaim, Richard B. Taylor, the sum of \$63,516.09 plus statutory additions and interest as allowed by law from March 7, 1983; and from the additional defendant on counterclaim, Peggy Lynne Goodall, the sum of \$71,331.86 plus statutory additions and interests as allowed by law from March 7, 1983.

It is further ORDERED and ADJUDGED that the defendant, United States of America recover from the plaintiff, Paul P. McBride, additional defendant on counterclaim, Richard B. Taylor and additional defendant on counterclaim, Peggy Lynne Goodall its costs of action.

ENTERED this 21<sup>st</sup> day of April, 1986.

S/ JAMES O. ELLISON  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

Agreed As To Form ~~2~~

ATTORNEY FOR PLAINTIFF

---

R. Dow Bonnell

ATTORNEY FOR UNITED STATES  
OF AMERICA



---

Joseph A. Pitzinger, III

ATTORNEY FOR DEFENDANT ON  
COUNTERCLAIM RICHARD B.  
TAYLOR



---

Robert P. Kelly

DEFENDANT ON COUNTERCLAIM

---

Peggy Lynne Goodall

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

MICHAEL C. MESSINA,  
Plaintiff,

vs.

KROBLIN TRANSPORTATION  
SYSTEMS, INC.,  
Defendant.

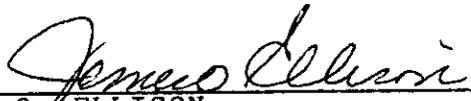
No. 84-C-173-E

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly tried and the jury having rendered its verdict,

IT IS ORDERED AND ADJUDGED that the Plaintiff Michael C. Messina take nothing from the Defendant Kroblin Transportation Systems, Inc., that the action be dismissed on the merits, and that the Defendant Kroblin Transportation Systems, Inc. recover of the Plaintiff Michael C. Messina its costs of action.

DATED at Tulsa, Oklahoma this 21<sup>st</sup> day of April, 1986.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

COPY

FILED

APR 22 1986

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

W. G. SUMNER, CLERK  
DISTRICT COURT

SANDRA WAGNER WALKER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 86-C-150-E
	)	
HILLCREST MEDICAL CENTER,	)	
INC., an Oklahoma	)	
corporation,	)	
	)	
Defendant.	)	

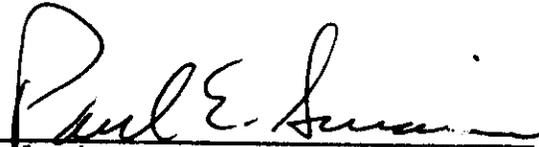
JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiff, Sandra Wagner Walker, by and through her attorneys of record, Hatfield, Landman and Pappas, P.A., by Georgina B. Landman, and the Defendant, Hillcrest Medical Center, Inc., by its attorneys of record, Boone, Smith, Davis & Hurst, by Frederic N. Schneider, III, and Paul E. Swain, III, hereby jointly stipulate that Plaintiff dismiss, with prejudice, her cause of action against the Defendant.



Georgina B. Landman  
Hatfield, Landman and  
Pappas, P.A.  
1921 South Boston  
Tulsa, Oklahoma 74119  
(918) 585-2451

Attorneys for the Plaintiff,  
Sandra Wagner Walker



Frederic N. Schneider, III  
Paul E. Swain, III  
Boone, Smith, Davis & Hurst  
500 ONEOK Plaza  
100 West Fifth Street  
Tulsa, Oklahoma 74103  
(918) 587-0000

Attorneys for the Defendant,  
Hillcrest Medical Center, Inc.

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

B. MICHAEL HARRALL and	)	
VERA HERRALL, d/b/a	)	
H.I.S. INVENTORY,	)	
	)	
Petitioners,	)	
	)	
vs.	)	
	)	
UNITED STATES OF AMERICA and	)	
JOSEPH R. PEZZULLO, Internal	)	
Revenue Agent,	)	
	)	
Respondents.	)	CIVIL ACTION NO. 86-C-152-B

JUDGMENT AND ENFORCEMENT ORDER

It is ordered that the Petitioners' Motion to Quash the Internal Revenue Service Summons in this action be, and the same is, hereby denied;

It is further ordered that the Respondents' Motion to Enforce the Summonses issued to the F&M Bank and Trust Company be, and the same are, hereby granted. Accordingly, F&M Bank and Trust Company and Lucy Mullins, Vice President of F&M Bank and Trust Company, shall comply with such Summonses and shall produce the documents demanded therein within ten (10) days of the date of this Order, or at such other time as may be agreed upon by counsel;

It is further ordered that the Respondents may examine the books and records which have already been produced by F&M Bank and Trust Company. It is further ordered that the Respondents' Motion to Dismiss the Petitioners' Motion to Quash

with respect to the Summonses issued to Central Bank and Century Bank is hereby granted because such Summonses have been administratively withdrawn already.

BY THOMAS R. BRETT  

---

UNITED STATES DISTRICT JUDGE

*April 21, 1986*

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**E I L E D**

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 EDWARD D. BUNTIN, et al., )  
 )  
 Defendants. )

APR 21 1986  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 85-C-872-B

SECOND  
AMENDED JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 21 day of April, 1986. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney; the Defendants, Edward D. Buntin and Terry B. Buntin, appearing not; the Defendants, County Treasurer, Osage County, Oklahoma, and Board of County Commissioners, Osage County, Oklahoma, appearing by and through Larry D. Stuart, District Attorney within and for Osage County, Oklahoma.

The Court being fully advised and having examined the file herein finds that the Defendant, Board of County Commissioners, Osage County, Oklahoma, acknowledged receipt of Summons and Complaint on September 19, 1985; that the Defendant, County Treasurer, Osage County, Oklahoma, acknowledged receipt of Summons and Complaint on September 19, 1985; that the Defendant, Edward D. Buntin acknowledged receipt of Summons and Complaint on September 20, 1985; and that the Defendant, Terry B. Buntin was served with Summons and Complaint on November 6, 1985. It

further appears that the Defendants, Edward D. Buntin and Terry B. Buntin, have failed to answer and their default was entered by the Clerk of this Court on February 24, 1986. The Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, filed their Answer on September 25, 1985, but said Answer was not received by Plaintiff or its attorneys. Accordingly, default was entered by mistake against said Defendants by the Clerk of this Court on March 12, 1986. Such default is hereby withdrawn as to the answering Defendants.

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

Lot 6, Block 2, Hillview Addition to Skiatook, Osage County, Oklahoma, according to the official survey thereof, Subject to, however, all valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

That on April 11, 1980, Edward D. Buntin and Terry B. Buntin executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$29,500.00, payable in monthly installments, with interest thereon at the rate of 10 percent per annum.

That as security for the payment of the above-described promissory note, Edward D. Buntin and Terry B. Buntin executed and delivered to the United States of America, acting through the

Farmers Home Administration a real estate mortgage dated April 11, 1980, covering the above-described property. Said mortgage was recorded on April 11, 1980, in Book 578, Pages 661-664, in the records of Osage County, Oklahoma.

The Court further finds that the Defendants, Edward D. Buntin and Terry B. Buntin, 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 Defendants, Edward D. Buntin and Terry B. Buntin, are indebted to the Plaintiff in the principal sum of \$30,577.94, plus accrued interest of \$7,519.81 as of January 9, 1986, plus interest thereafter at the rate of \$8.3766 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 Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, have a good and valid lien on the property which is the subject matter in this action by virtue of ad valorem taxes in the amount of \$----- plus applicable penalties and interest for the years of ----- Said lien is superior to the interest of the Plaintiff, United States of America.~~

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, have a good and valid lien on the property which is the subject matter of this action by virtue of personal property taxes in the amount of \$ 29.09 which became a lien on the

property as of January 1, 1986. 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 the Defendants, Edward D. Buntin and Terry B. Buntin, in the principal amount of \$30,577.94 plus accrued interest of \$7,519.81 as of January 9, 1986, plus interest thereafter at the rate of \$8.3766 per day until judgment plus interest thereafter at the legal rate of \_\_\_\_\_ percent per annum until paid, plus costs of this action accrued and accruing.

~~IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, have and recover judgment in the amount of \$----- plus applicable penalties and interest for ad-valorem taxes for the years of -----, plus the costs of this action.~~

IT IS FURTHER ORDER, ADJUDGED, AND DECREED THAT the Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, have and recover judgment in the amount of \$ 29.09 for personal property taxes for the years of 1985, plus penalties and fees and the cost of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Edward D. Buntin and Terry B. Buntin, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise

and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

~~In payment of the Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, in the amount of \$----- 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 Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, in the amount of \$ 29.09 for personal property taxes which are currently due and owing, plus applicable penalties, fees, and interest.

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 the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS  
United States Attorney



PHIL PINNELL  
Assistant United States Attorney

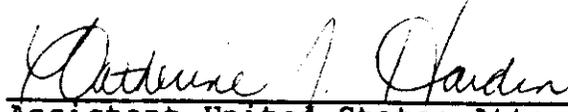


LARRY D. STUART  
District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Osage County, Oklahoma



CERTIFICATE OF SERVICE

This is to certify that on the 21<sup>st</sup> day of April, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Tina McCully Coleman, 1420 N. 9th Street, Sapulpa, Oklahoma 74066 and Ronald V. Hoverson, Special Agent in Charge, F.B.I., P.O. Box 54511, Oklahoma City, Oklahoma 73154.

  
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

CLIFFORD F. EDDS, an )  
individual and DISTRIBUTION )  
CONSULTANTS, INC., an )  
Oklahoma corporation, )  
 )  
Plaintiffs, )

vs. )

GENERAL LIFE INSURANCE )  
CORPORATION OF WISCONSIN, a )  
Wisconsin corporation; NOAH )  
J. HAZEL, an individual; )  
DENNIS KING, an individual; )  
DENNIS RANIEWICZ, an )  
individual; and ROBERT A. )  
FISCHER, an individual, )  
 )  
Defendants. )

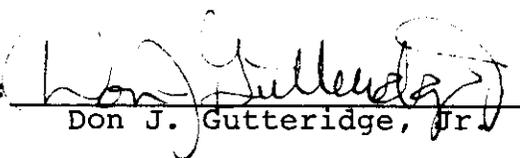
Case No. 85-C-201E

STIPULATION AND ORDER FOR DISMISSAL

IT IS HEREBY STIPULATED AND AGREED by and between Clifford F. Edds ("Edds"), Distribution Consultants, Inc ("DCI"). and General Life Insurance Corporation of Wisconsin ("General Life"), by their respective attorneys, that the Complaint of Edds and DCI and the Counter-Claim of General Life may be dismissed on their merits without costs to any party.

KERR, IRVINE & RHODES  
Attorneys for Plaintiffs

HALL, ESTILL, HARDWICK, GABLE,  
COLLINGSWORTH & NELSON  
Attorneys for Defendant General  
Life Ins. Corp. of Wisconsin

By:   
Don J. Gutteridge, Jr.

By:   
Kent L. Jones

Date: \_\_\_\_\_

Date: April 2, 1986

ORDER

Based upon the above and foregoing Stipulation,  
IT IS HEREBY ORDERED that the above entitled action is  
dismissed in its entirety, on its merits, and without costs to  
any party.

Dated this 21 day of April, 1986.

S/ JAMES O. ELLISON

---

James O. Ellison  
United States District Judge

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

APR 21 1986  
CLERK  
U.S. DISTRICT COURT

B. F. GOODRICH COMPANY, )  
a New York corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
L & L MOTOR FREIGHT, INC., )  
HAYES MOTOR FREIGHT, INC., )  
et al., )  
 )  
Defendants, )  
 )  
and )  
 )  
HARTFORD INSURANCE COMPANY, )  
and CNA INSURANCE COMPANY, )  
 )  
Garnishee. )

NO. 82-C-1211-C ✓

O R D E R

NOW on this 21<sup>st</sup> day of April, 1986, the above captioned cause came on before the undersigned Judge of the District Court on garnishee's, CNA Insurance Company, Motion to Allow Dismissal With Prejudice. The Court being advised that a full settlement has been reached between the parties concerning the garnishment action hereby grants garnishee's motion and hereby allows it to file its Dismissal With Prejudice of its Cross Petition and demand for indemnity against Hartford Insurance Company.

IT IS SO ORDERED.

  
UNITED STATES DISTRICT JUDGE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CLYDE M. BARRIER, )  
 )  
 Defendant. ) CIVIL ACTION NO. 86-C-243-E

AGREED JUDGMENT

This matter comes on for consideration this 18<sup>th</sup>  
of April, 1986, the Plaintiff appearing by Layn R. Phillips,  
United States Attorney for the Northern District of Oklahoma,  
through Phil Pinnell, Assistant United States Attorney, and the  
Defendant, Clyde M. Barrier, appearing pro se.

The Court, being fully advised and having examined the  
file herein, finds that the Defendant, Clyde M. Barrier,  
acknowledged receipt of Summons and Complaint on March 24, 1986.  
The Defendant has not filed Answer but in lieu thereof has  
agreed that he is indebted to the Plaintiff in the amount  
alleged in the Complaint and that judgment may accordingly be  
entered against Clyde M. Barrier in the amount of \$481.66, plus  
interest at the rate of 15.05 percent per annum and  
administrative costs of \$.61 per month from August 24, 1983, and  
\$.68 per month from January 1, 1984, until judgment, plus  
interest thereafter at the legal rate from the date of judgment  
until paid, plus the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Clyde M. Barrier, in the amount of \$481.66, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 24, 1983, and \$.68 per month from January 1, 1984, until judgment, plus interest thereafter at the current legal rate of 6.31 percent from the date of judgment until paid, plus the costs of this action.

S/ JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney

  
PHIL PINNELL  
Assistant U.S. Attorney

  
CLYDE M. BARRIER

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

FILED

NATHANIEL BELCHER, Personal )  
Representative of the Estate )  
of Charles P. Belcher, )  
deceased, )  
Plaintiff, )  
vs. )  
STATE FARM MUTUAL )  
AUTOMOBILE INSURANCE CO., )  
Defendant. )

APR 2 1986  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

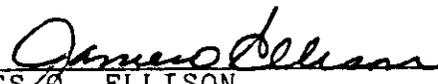
No. 86-C-100-E

O R D E R

There being no response to the Defendant's Motion to Transfer this case to the United States District Court for the Western District of Missouri, Southern Division, and more than ten (10) days having passed since the filing of the motion and no extension of time having been sought by the Plaintiff, the Court, pursuant to Local Rule 14(a), as amended effective March 1, 1981, concludes that Plaintiff has therefore waived any objection or opposition to the Defendant's Motion to Transfer. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964). Furthermore, the Court feels that such a transfer is justified due to the location of many of the witnesses in Missouri.

The Motion to Transfer is therefore granted.

ORDERED this 18<sup>th</sup> day of April, 1986.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

FILED

APR 21 1986

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

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

JAY D. MILLER

Plaintiff,

v.

No. 86-C-105-E

DYNALECTRIC COMPANY, a Florida  
corporation, WASATCH ELECTRIC  
COMPANY, a Utah corporation, and  
d/b/a WASATCH-DYNALECTRIC, a  
partnership,

Defendants.

NOTICE OF  
VOLUNTARY DISMISSAL

The Plaintiff, Jay D. Miller, above named, hereby files this notice of dismissal under the provisions of Rule 41(a)(1)(i) and dismisses the captioned action herein with prejudice to the re-filing thereof.



IRA L. EDWARDS  
Houston & Klein  
3200 University Tower  
1722 South Carson  
Tulsa, OK 74101  
(918) 583-2131

ATTORNEYS FOR PLAINTIFF

E I L E D

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

APR 18 1986

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 COFFEYVILLE STOCKYARDS, INC., )  
 )  
 Defendant. )

No. 85-C-1084-E

O R D E R

The Court has before it the Motion to Dismiss or, in the Alternative, Transfer of Defendant Coffeyville Stockyards, Inc. The Defendant claims that this Court is without jurisdiction over it, and that venue and jurisdiction are properly laid in the United States District Court for the District of Kansas, Kansas City Division. The United States has no objection to transfer of the case to that court. Accordingly, it is hereby Ordered that the case be transferred to the United States District Court for the District of Kansas, Kansas City Division.

DATED this 18<sup>th</sup> day of April, 1986.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

*Entered*

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

BILLY CHARLES ROTEN, )  
an individual, )  
 )  
Plaintiff, )  
 )  
v. ) No. 85-C-1106 E  
 )  
SAM MEDLEY, an individual, )  
and SELECT OIL & GAS CO., )  
an Oklahoma corporation, )  
 )  
Defendants. )

AGREED JOURNAL ENTRY OF JUDGMENT

THIS matter coming before the Court on this 21<sup>st</sup> day of April, 1986, with the Plaintiff Billy Charles Roten being represented by his attorney, George P. Nelson of Nichols, Wolfe, Stamper, Nally & Fallis, Inc., and the Defendants Sam Medley and Select Oil & Gas Co. being represented by their attorney, Gregory S. Sherman of Marsh & Armstrong. The Court having duly examined and carefully considered the pleadings in the file and being fully advised in the premises, finds and adjudges that the Plaintiff is entitled to the relief set forth in its Complaint and the Court finds as follows:

1. The Court has proper subject matter and personal jurisdiction over the causes of action and parties herein inasmuch as the Plaintiff is a citizen of the state of Texas, the Defendant Select Oil & Gas Co. is an Oklahoma corporation, the Defendant Sam Medley is a resident of the state of Oklahoma, the controversy exceeds \$10,000 exclusive of interest and costs, the Plaintiff's first and third cause of action arise under federal securities laws and the remaining causes of action arise out of common nucleus of operative fact thereby allowing jurisdiction over said causes of action.

2. In December 1984, the Defendants offered and sold to Plaintiff through the use of interstate commerce and of the mails, fractional undivided interests in certain oil and gas properties, more specifically a .125000% working interest in Well #8, Friday Lease #32268, being a ten acre tract of land in the southwest quarter of the southeast quarter of the northeast quarter of Section 26, Township 15 North, Range 10 East of Creek County, Oklahoma. The total amount paid by Plaintiff for said oil and gas properties was \$27,000.00.

3. At all times pertinent hereto Sam Medley, by or through stock ownership and as an officer and director, controlled Select Oil & Gas Co.

4. The oil and gas interests offered and sold by the Defendants to Plaintiff were securities within the definition contained in Federal Securities Act of 1933, and the Oklahoma Securities Act. Such securities were not registered with the Securities and Exchange Commission as required by said Acts nor were such securities exempt from registration under said Acts.

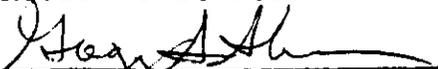
5. The sale of the oil and gas interests to Plaintiff by the Defendants constituted a single integrated offering of securities.

6. The Plaintiff tendered these oil and gas securities to the Defendants in September 1985 and on November 23, 1985.

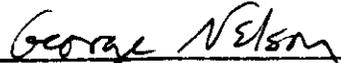
7. Pursuant to the provisions of the Federal Securities Act of 1933, and the Oklahoma Securities Act, the Plaintiff is entitled to rescind all transactions involving the sale of unregistered securities and to recoup all sums paid to Select with interest thereon at the rate of 10% per annum from the date of payment.



APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
Gregory S. Sherman  
Marsh & Armstrong  
808 Oneok Plaza  
Tulsa, Oklahoma 74103

Attorney for Defendants

  
\_\_\_\_\_  
George G. Nelson  
Nichols, Wolfe, Stamper,  
Nally & Fallis, Inc.  
124 East Fourth Street  
Tulsa, Oklahoma 74103

Attorneys for Plaintiff

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

APR 21 1986

CLERK  
DISTRICT COURT

In Re: Josh J. Evans, Debtor )  
 )  
 )  
 Plaintiff(s), )  
 )  
 vs. )  
 )  
 Federal Land Bank of Wichita First )  
 National Bank & Trust Company of )  
 Miami, James R. Adelman, Trustee )  
 )  
 Defendant(s). )

No. 85-C-233-C

O R D E R

Rule 36(a) of the Rules of the United States District Court for the Northern District of Oklahoma provides as follows:

(a) In any case in which no action has been taken by the parties for six (6) months, it shall be the duty of the Clerk to mail notice thereof to counsel of record or to the parties, if their post office addresses are known. If such notice has been given and no action has been taken in the case within thirty (30) days of the date of the notice, an order of dismissal may in the Court's discretion be entered.

In the action herein, notice pursuant to Rule 36(a) was mailed to counsel of record or to the parties, at their last address of record with the Court, on February 7, 1986. No action has been taken in the case within thirty (30) days of the date of the notice.

Therefore, it is the Order of the Court that this action is in all respects dismissed.

Dated this 18 day of April, 1986.

  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

MARSHA GIBBS, a single person; )  
COUNTY TREASURER, Tulsa County, )  
Oklahoma; and BOARD OF COUNTY )  
COMMISSIONERS, Tulsa County, )  
Oklahoma, )

Defendants. )

CIVIL ACTION NO. 86-C-285-C

O R D E R

Upon the Motion of the United States of America acting on behalf of the Administrator of Veterans Affairs by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, to which there are no objections it is hereby ORDERED that this action shall be dismissed with prejudice.

Dated this 18 day of April, 1986.

s/H. DALE COOK

---

H. DALE COOK  
United States District Judge

APPROVED AS TO FORM AND CONTENT:

LAYN R. PHILLIPS  
United States Attorney

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



FILED

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

1986

BOBBY G. HOWELL, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 GRANT CORPORATIONS, et al., )  
 )  
 Defendants. )

JAMES O. ELLISON  
U.S. DISTRICT COURT

No. 85-C-665-E

ORDER

The Court has for consideration the Report and Recommendations of the Magistrate filed March 26, 1986 in which the Magistrate made recommendations on pending motions. 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, the Court has concluded that the Report and Recommendations of the Magistrate should be and hereby are affirmed.

It is therefore Ordered Plaintiff's Motion for Partial Summary Judgment be and is hereby denied.

It is further Ordered that Defendant's Motion for Summary Judgment be and is hereby granted as to Counts one through eight and is hereby denied as to Counts nine through eleven.

It is so Ordered this 18<sup>th</sup> day of April, 1986.

S/ JAMES O. ELLISON  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MAXWELL E. DOYLE, )  
 )  
 Defendant. )

APR 18 1986

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

CIVIL ACTION NO. 86-C-158-C ✓

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 18<sup>th</sup> day of April, 1986.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney

*Nancy Nesbitt Blevins*

NANCY NESBITT BLEVINS  
Assistant United States Attorney  
3600 U.S. Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 18<sup>th</sup> day of April, 1985, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Maxwell E. Doyle, 232 Montclair, Tulsa, Oklahoma.

*Nancy Nesbitt Blevins*  
Assistant United States Attorney

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

2013 03 27  
FILED  
CLERK

SMA LIFE ASSURANCE CO., )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
AIMEE VANCE, )  
 )  
Defendant. )  
----- )

No. 85-C-252-B ✓

(CONSOLIDATED)

STEWART DEVELOPMENT, LTD., )  
 )  
an Oklahoma corporation )  
 )  
d/b/a CASTLE DISTRIBUTORS, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
SMA LIFE ASSURANCE COMPANY, )  
 )  
Defendant. )

No. 85-C-399-B

STIPULATION OF DISMISSAL WITH PREJUDICE  
AS TO CASE NO. 85-C-252-B

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, SMA Life Assurance Company, Plaintiff in Case No. 85-C-252-B, and Aimee Vance, Defendant in Case No. 85-C-252-B, hereby stipulate that all claims and counterclaims asserted by each of them in Case No. 85-C-252-B may be and hereby are dismissed, with prejudice to the refiling thereof, with each party to bear her or its own costs.

DATED this 11<sup>th</sup> day of April, 1986.

Richard B. Noulles  
Richard B. Noulles  
ATTORNEY FOR SMA LIFE ASSURANCE CO.

Larry L. Oliver  
Larry L. Oliver  
ATTORNEY FOR AIMEE VANCE

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

APR 18 1986  
CLERK  
U.S. DISTRICT COURT

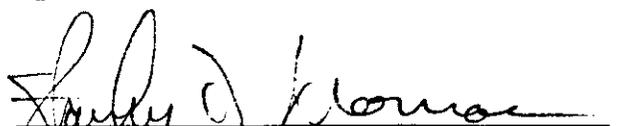
ENERGY WAREHOUSE, INC., )  
an Oklahoma corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
BURLINGTON NORTHERN )  
AIR FREIGHT, INC., )  
a foreign corporation, )  
 )  
Defendant. )

No. 86-C-371-E ✓

NOTICE OF DISMISSAL

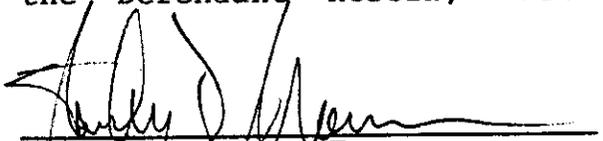
TO: Burlington Northern Air Freight, Inc.  
by and through its attorney for record,  
Stephen P. Friot and Barbara L. Swimley  
Spradling, Alphen, Friot & Gum  
101 Park Avenue, Suite 700  
Oklahoma City, Oklahoma 73102

TAKE NOTICE that Plaintiff hereby dismisses the above  
entitled cause without prejudice to refileing of same pursuant to  
Rule 41(a)(1)(i), upon the grounds and for the reasons that  
Defendant has not filed an answer or motion for summary judgment,  
and leave of the Court is unnecessary.

  
STANLEY D. MONROE OBA#6305  
Attorney for Plaintiff  
1515 South Denver  
Tulsa, OK 74119-3828  
918-599-8118

CERTIFICATE OF MAILING

I hereby certify that on the 18th day of April, 1986, a true and correct copy of the above and foregoing pleading was mailed to Stephen P. Friot and Barbara L. Swimley, Spradling, Alpern, Friot & Gum, 101 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102, attorneys for the Defendant herein, with sufficient postage fully prepaid.

  
STANLEY D. MONROE

*Entered*

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

SMA LIFE ASSURANCE CO.,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	No. 85-C-252-B
	)	
AIMEE VANCE,	)	
	)	
Defendant.	)	
-----	)	(CONSOLIDATED)
	)	
STEWART DEVELOPMENT, LTD.,	)	
an Oklahoma corporation	)	
d/b/a CASTLE DISTRIBUTORS,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	No. 85-C-399-B
	)	
SMA LIFE ASSURANCE COMPANY,	)	
	)	
Defendant.	)	

STIPULATION OF DISMISSAL WITH PREJUDICE  
AS TO CASE NO. 85-C-252-B

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, SMA Life Assurance Company, Plaintiff in Case No. 85-C-252-B, and Aimee Vance, Defendant in Case No. 85-C-252-B, hereby stipulate that all claims and counterclaims asserted by each of them in Case No. 85-C-252-B may be and hereby are dismissed, with prejudice to the refiling thereof, with each party to bear her or its own costs.

DATED this 11<sup>th</sup> day of April, 1986.

Richard B. Noulles  
Richard B. Noulles  
ATTORNEY FOR SMA LIFE ASSURANCE CO.

Larry L. Oliver  
Larry L. Oliver  
ATTORNEY FOR AIMEE VANCE

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

FILED  
APR 1 1986

DIANNE BURR,

Plaintiff,

v.

SAFEWAY STORES, INC., a  
Maryland Corporation,

Defendant.

Case No. 84-C-902-C

JOURNAL ENTRY OF JUDGMENT

NOW ON this 1st day of April, 1986, comes on to be heard the above-captioned action pursuant to the Court's regularly scheduled jury docket. Plaintiff appears in person and through her attorney of record, E. Terrill Corley of Tulsa, Oklahoma. Defendant appears by and through its attorney of record, Walter D. Haskins, of the law firm of Best, Sharp, Thomas, Glass & Atkinson, Tulsa, Oklahoma. There are no other appearances. Both parties announcing ready, a jury panel is selected and sworn. The Court conducts voir dire, and the parties exercise their challenges. Thereupon, a jury of six is impanelled and sworn and this cause is continued for trial to the 2nd day of April, 1986.

NOW ON this 2nd day of April, 1986, comes on the be heard the above-captioned action for a continuation of trial. Plaintiff appears in person and through her attorney of record, E. Terrill Corley of Tulsa, Oklahoma. Defendant appears by and through its attorney of record, Walter D. Haskins, of the law firm of Best, Sharp, Thomas, Glass & Atkinson, Tulsa, Oklahoma. There are no other appearances. Thereupon, opening statement is made and Plaintiff begins her case in chief. At the conclusion of said day, the Court recesses.

NOW ON this 3rd day of April, 1986, comes on to be heard the above-captioned action for a continuation of trial. Plaintiff appears in person and through her attorney of record, E. Terrill Corley of Tulsa, Oklahoma. Defendant appears by and through its attorney of record, Walter D. Haskins, of the law firm of Best, Sharp, Thomas, Glass & Atkinson, Tulsa, Oklahoma. There are no other appearances. Thereupon, the Plaintiff continues the presentation of her case in chief and at the conclusion of the day the Court recesses.

NOW ON this 4th day of April, 1986, comes on to be heard the above-captioned action for a continuation of trial. Plaintiff appears in person and through her attorney of record, E. Terrill Corley of Tulsa, Oklahoma. Defendant appears by and through its attorney of record, Walter D. Haskins, of the law firm of Best, Sharp, Thomas, Glass & Atkinson, Tulsa, Oklahoma. Upon continuation of Plaintiff's evidence, Plaintiff rests. To said evidence the Defendant moves to dismiss, said Motion to Dismiss being overruled by the Court. Thereupon, Defendant presents its evidence and rests. Both Plaintiff and Defendant move for directed verdict, said motions are overruled. The Court instructs the jury and closing argument is made by the attorneys for the respective parties. Upon deliberation of one hour the jury returns and its verdict is read in open court as follows:

We, the jury, having been duly sworn do find the issues in favor of the Defendant.

/s/ \_\_\_\_\_  
Doy Argo  
Foreman

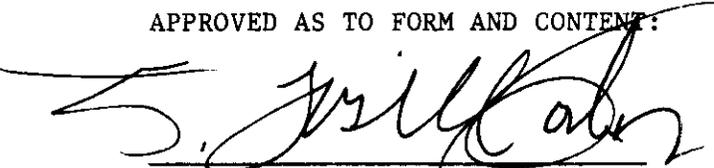
The Court, upon its own motion, polls the jury and each juror expresses his concurrence with the verdict form. The Court then releases the jurors from their obligations and dismisses the parties, directing that the Defendant prepare a Journal Entry of Judgment.

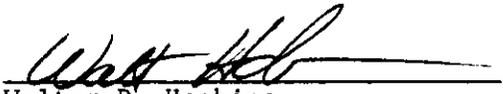
IT IS, THEREFORE, THE ORDER, JUDGMENT, AND DECREE of this Court that Plaintiff take nothing by way of her Complaint against the Defendant and judgment is entered in favor of the Defendant and against the Plaintiff with the Defendant to receive its statutory costs pursuant to the Federal Rules of Civil Procedure.

s/H. DALE COOK

The Honorable H. Dale Cook

APPROVED AS TO FORM AND CONTENT:

  
E. Terrill Corley  
Attorney for Plaintiff

  
Walter D. Haskins  
Attorney for Defendant



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

PAXTON NATIONAL INSURANCE )  
COMPANY, )  
 )  
Plaintiff, )  
 )  
vs. ) No. 85-C-1023E )  
 )  
VERN STOUT d/b/a VERN )  
STOUT'S AUTO, )  
 )  
Defendant. )

FILED  
APR 16 1986  
JAMES O. ELLISON, CLERK  
U.S. DISTRICT COURT

ORDER

Now on this 16<sup>th</sup> day of April, 1986, this matter comes on for hearing before me the undersigned judge, pursuant to Plaintiff's Application to Transfer Case. The Court being duly advised in the premises herein finds that the above entitled action shall be transferred to the United States Bankruptcy Court for the Northern District of Oklahoma.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above entitled action shall be transferred to the United States Bankruptcy Court for the Northern District of Oklahoma.

  
\_\_\_\_\_  
JUDGE JAMES O. ELLISON

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA APR 17 1986

MARTY COLEMAN, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 CHARLES BUCKHOLTZ, et al., )  
 )  
 Respondents.)

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

No. 86-C-372-E

ORDER

Comes now before the Magistrate Petitioner Marty Coleman's Application for Habeas Corpus relief pursuant to 28 U.S.C. § 2254. Petitioner was allowed to file his petition in forma pauperis. The Magistrate has examined the petition under 28 U.S.C. § 1915(d) and finds that it should be dismissed as frivolous.

Section 2254(a) provides that a district court shall entertain an application for a writ of habeas corpus only on the ground that petitioner is in custody in violation of the Constitution or laws of the United States.

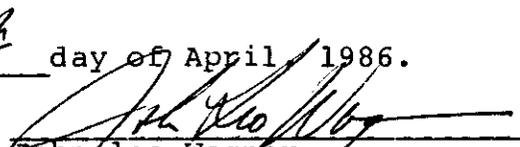
The grounds raised in the petition, construed liberally in petitioner's favor, cannot be said to challenge the constitutionality of petitioner's confinement. In ground one, Petitioner asserts that "everyone can hear my mind." He complains that he is being called names and cannot get help. As ground two, Petitioner appears to assert an appeal of the denial of a previous filed action. It is unclear however what action petitioner is addressing. The Magistrate concludes that Petitioner is referring to his action for violation of his civil

rights pursuant to 42 U.S.C. § 1983, filed in the Northern District of Oklahoma, Case No. 85-C-893-C. That case was dismissed with prejudice, upon the court's finding that Petitioner had set forth no facts which would entitle him to relief. The final ground upon which he seeks relief is that he has been "locked up for five years and it doesn't appear that he will be able to get out."

The Magistrate finds that Petitioner can make no rational argument on the law or facts in support of his claim for relief. Bennett v. Passic, 545 F.2d 260, 1361 (10th Cir. 1976).

It is therefore Ordered that Coleman's Petition for Writ of Habeas Corpus be and is hereby denied and this case is dismissed with prejudice.

It is so Ordered this 17<sup>th</sup> day of April 1986.

  
John Leo Wagner  
United States Magistrate

SCW/bm

*Entered*

FILED

APR 15 1986

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

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

MARK SELF,

Plaintiff,

vs.

DENNY'S INC., a corporation,

Defendnat.

Case No.: 85-C-442-C

JUDGMENT

Now on this 1st day of April, 1986, the above entitled cause came on for trial on its merits. Plaintiff appeared in person and by and through his counsel of record, Pat Carr; the Defendant appeared by and through authorized representative, Richard Clemmons, and its counsel of record, Stephen C. Wilkerson. A Jury of six persons were selected who were duly impaneled and sworn well and truly to try the issues joined between the Plaintiff and Defendant and a true verdict render according to the evidence. The Court directed the Plaintiff to proceed with the introduction of evidence. Plaintiff introduced his evidence and rested. The Defendant, thereafter, moved to dismiss Plaintiff's action, said Motion to Dismiss being overruled by the Court. The cause continued until the following day, April 2, 1986, whereupon the Defendant introduced its evidence and rested; the Defendant renewed its Motion to Dismiss and moved for Directed Verdict, both motions being overruled by the Court.

The Jury, having heard the evidence, closing statements of counsel, charges of the Court, was submitted the case for their deliberation and verdict on three causes of action, those being manufacturer's products liability, breach of implied warranty, and negligence. Having duly deliberated, the Jury returned a verdict in favor of the Defendant on all causes and issues submitted to them.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have and recover nothing from the Defendant and judgment be entered in favor of the Defendant on all issues herein.

Dated this 15 day of April, 1986

(Signed) H. Dale Cook

---

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

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

FILED

HESTON OIL COMPANY, )  
 )  
 Debtor, )  
 )  
 HESTON OIL COMPANY, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 CORE PETROLEUM, LTD., )  
 )  
 Defendant. )

Case No. 83-00173

Chapter 11

APR 15 1986

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

Adversary No. 84-0412

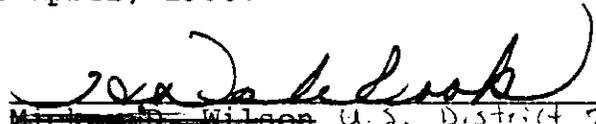
Dist Ct. No. 85-C-486-C

ORDER DISMISSING APPEAL

Pursuant to Rule 8001(c) of the Rules of Bankruptcy Procedure, and upon application of Plaintiff, Heston Oil Co., and Defendant, Core Petroleum, Ltd., it is hereby ordered that the Notice of Appeal filed May 15, 1985 should be, and hereby is, dismissed with prejudice.

IT IS SO ORDERED.

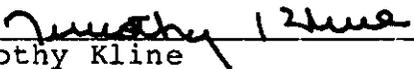
DATED this 15 day of April, 1986.

  
~~Mickey D. Wilson~~ U.S. District Judge  
~~UNITED STATES BANKRUPTCY JUDGE~~

Approved as to Entry:

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

ATTORNEY FOR HESTON OIL COMPANY

  
Timothy Kline  
KLINE & KLINE  
720 N.E. 63rd Street  
Oklahoma City, Oklahoma 73105  
(405) 848-4448

ATTORNEYS FOR CORE PETROLEUM, LTD.

FILED

APR 15 1996

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

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CASE NO. 85-C-577-C

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SHIPRAH WILLIAMS MYERS,

*Plaintiff,*

-VS-

CITY OF TULSA,

*Defendant.*

---

---

CONSENT DECREE

---

---

Thomas E. Salisbury  
Attorney for Plaintiff

1518 South Cheyenne  
Tulsa, OK 74119  
(918) 599-9155

Martha Rupp Carter  
Attorney for Defendant

200 Civic Center  
Tulsa, OK 74103  
(918) 592-7717

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---

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

SHIPHRAH WILLIAMS MYERS,

Plaintiff,

-VS-

CITY OF TULSA,

Defendant.

CASE NO. 85-C-577-C

CONSENT DECREE

THE PLAINTIFF, above named, filed her complaint in this action on June, 17, 1985, and her amended complaint in this action on October 23, 1985, alleging violations of her civil rights and seeking compensatory damages, attorney fees, costs and equitable relief. The Plaintiff, by her counsel of record, Thomas E. Salisbury, and the Defendant, by its counsel of record, Martha Rupp Carter, have each consented to the entry of this consent decree, without trial and without adjudication of any issue of fact arising herein and the court, having considered the matter and being duly advised, orders, adjudges and decrees as follows:

I.

This Court has jurisdiction and venue over the subject matter of this action and the parties hereto. The amended complaint properly states claims for relief against the consenting Defendant, City of Tulsa, pursuant to 42 U.S.C. §1983.

II.

The Defendant, City of Tulsa, hereby consents to take the following action:

1. Tulsa City Ordinance, Title 27, §569, shall either be repealed or shall be amended so that one who does not maliciously or with reckless disregard for the truth make a report of a civil rights

violation by a municipal official may not be prosecuted for false reporting of a crime.

2. The City of Tulsa shall expunge all records of Plaintiff's arrest and prosecution, including, but not limited to, the Municipal Court file, the Municipal Prosecutor's file, and arrest and booking records. Further, the City of Tulsa shall request the return, expungement and/or deletion of any criminal record files held by the Tulsa County Sheriff's Office, the Oklahoma State Bureau of Investigation, the Federal Bureau of Investigation and the NCIC (National Criminal Information Computer). Copies of these requests shall be provided to counsel for Plaintiff.
3. The City of Tulsa shall pay compensatory damages to the Plaintiff in the amount of \$1,600.00.
4. The City of Tulsa shall pay attorney fees to the Plaintiff and her attorney in the amount of \$4,050.00.
5. The City of Tulsa shall pay litigation costs to the Plaintiff and her attorney in the amount of \$389.98.
6. The City of Tulsa shall pay Westlaw computer research charges to the Plaintiff in the amount of \$880.25.

### III.

This Consent Decree shall not constitute an admission of liability or fault on the part of the consenting Defendant, City of Tulsa.

### IV.

This consent decree shall include and cover all issues of fact and law raised by Plaintiff, and it shall act as a final judgment as to all issues of fact and law raised by Plaintiff's Amended Complaint and with regard to all damages sustained by Plaintiff. All issues not otherwise discussed or

resolved by this Consent Decree shall be considered to have been resolved by this Consent Decree, and no dismissal of non-addressed issues shall be deemed necessary.

DATED THIS 15 DAY OF APRIL, 1986.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

We, the undersigned, hereby consent to the entry of the foregoing Consent Decree as a final judgment of all issues of fact and law raised by all parties herein.

  
\_\_\_\_\_  
THOMAS E. SALISBURY  
Attorney for Plaintiff

  
\_\_\_\_\_  
MARTHA RUPP CARTER  
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

APR 15 1986

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 RENITA HARBERT, )  
 )  
 Defendant. ) CIVIL ACTION NO. 85-C-705-E

DEFAULT JUDGMENT

This matter comes on for consideration this 15<sup>th</sup>  
day of April, 1986, 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, Renita Harbert, appearing not.

The Court being fully advised and having examined the  
file herein finds that Defendant, Renita Harbert, was served  
with Summons and Complaint on September 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,  
Renita Harbert, for the principal sum of \$1,361.00 (less the  
amount of \$75.00 which has been paid, thus reducing the  
principal amount to \$1,286.00), plus accrued interest of \$65.18

as of April 21, 1985, plus interest on the principal sum  
of \$1,286.00 at 3 percent per annum from April 21, 1985, until  
judgment, plus interest thereafter at the current legal rate of  
6.31 percent per annum until paid.

S/ JAMES C. HILSON

~~UNITED STATES DISTRICT JUDGE~~



FILED

APR 15 1986

CLERK  
U.S. DISTRICT COURT

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CASE NO. 85-C-577-C ✓

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SHIPRAH WILLIAMS MYERS,

*Plaintiff,*

-VS-

CITY OF TULSA,

*Defendant.*

---

---

CONSENT DECREE

---

---

Thomas E. Salisbury  
Attorney for Plaintiff

1518 South Cheyenne  
Tulsa, OK 74119  
(918) 599-9155

Martha Rupp Carter  
Attorney for Defendant

200 Civic Center  
Tulsa, OK 74103  
(918) 592-7717

---

---

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

SHIPRAH WILLIAMS MYERS,

Plaintiff,

-VS-

CITY OF TULSA,

Defendant.

CASE NO. 85-C-577-C

CONSENT DECREE

THE PLAINTIFF, above named, filed her complaint in this action on June, 17, 1985, and her amended complaint in this action on October 23, 1985, alleging violations of her civil rights and seeking compensatory damages, attorney fees, costs and equitable relief. The Plaintiff, by her counsel of record, Thomas E. Salisbury, and the Defendant, by its counsel of record, Martha Rupp Carter, have each consented to the entry of this consent decree, without trial and without adjudication of any issue of fact arising herein and the court, having considered the matter and being duly advised, orders, adjudges and decrees as follows:

I.

This Court has jurisdiction and venue over the subject matter of this action and the parties hereto. The amended complaint properly states claims for relief against the consenting Defendant, City of Tulsa, pursuant to 42 U.S.C. §1983.

II.

The Defendant, City of Tulsa, hereby consents to take the following action:

1. Tulsa City Ordinance, Title 27, §569, shall either be repealed or shall be amended so that one who does not maliciously or with reckless disregard for the truth make a report of a civil rights

violation by a municipal official may not be prosecuted for false reporting of a crime.

2. The City of Tulsa shall expunge all records of Plaintiff's arrest and prosecution, including, but not limited to, the Municipal Court file, the Municipal Prosecutor's file, and arrest and booking records. Further, the City of Tulsa shall request the return, expungement and/or deletion of any criminal record files held by the Tulsa County Sheriff's Office, the Oklahoma State Bureau of Investigation, the Federal Bureau of Investigation and the NCIC (National Criminal Information Computer). Copies of these requests shall be provided to counsel for Plaintiff.
3. The City of Tulsa shall pay compensatory damages to the Plaintiff in the amount of \$1,600.00.
4. The City of Tulsa shall pay attorney fees to the Plaintiff and her attorney in the amount of \$4,050.00.
5. The City of Tulsa shall pay litigation costs to the Plaintiff and her attorney in the amount of \$389.98.
6. The City of Tulsa shall pay Westlaw computer research charges to the Plaintiff in the amount of \$880.25.

### III.

This Consent Decree shall not constitute an admission of liability or fault on the part of the consenting Defendant, City of Tulsa.

### IV.

This consent decree shall include and cover all issues of fact and law raised by Plaintiff, and it shall act as a final judgment as to all issues of fact and law raised by Plaintiff's Amended Complaint and with regard to all damages sustained by Plaintiff. All issues not otherwise discussed or

resolved by this Consent Decree shall be considered to have been resolved by this Consent Decree,  
and no dismissal of non-addressed issues shall be deemed necessary.

DATED THIS 15<sup>th</sup> DAY OF APRIL, 1986.

  
UNITED STATES DISTRICT JUDGE

We, the undersigned, hereby consent to the entry of the foregoing Consent Decree as a final judgment of all issues of fact and law raised by all parties herein.

  
THOMAS E. SALISBURY  
Attorney for Plaintiff

  
MARTHA RUPP CARTER  
Attorney for Defendant

*Entered*

FILED

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

APR 15 1985

*H*

JACK C. STANLEY CLERK  
U.S. DISTRICT COURT

JERRY W. BROCKUS, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 SOLNA, INC.; AMERICAN TYPE )  
 FOUNDERS, CO., INC., )  
 a/k/a A.T.F.-DAVIDSON CO., INC., )  
 a/k/a A.T.F.-DAVIDSON DITTO; )  
 A.B. PRINTING EQUIPMENT; )  
 A.B. PRINTING EQUIPMENT, INC.; )  
 CARDINAL LITHOGRAPHING CO., )  
 INC.; )  
 TURNER EQUIPMENT CO.; )  
 DOES 1 - XV, )  
 )  
 Defendants. )

No. 85-C-1043-C ✓

ORDER

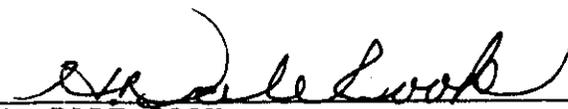
Now before the Court for its consideration is the motion of defendant Cardinal Lithographing Company, Inc. (Cardinal) to dismiss pursuant to Rule 12(b)(2) F.R.Cv.P. on the grounds that this Court lacks in personam jurisdiction over said defendant.

The affidavit of Cardinal's president accompanying the motion states that the company has its principal place of business in Louisville, Kentucky, maintains no offices and employs no agents or employees in Oklahoma, and does no business in Oklahoma. The plaintiff's response presents no contrary factual statements, but merely alleges that this Court may assert personal jurisdiction because Cardinal was involved in the "chain of

distribution" of the printing press which allegedly injured the plaintiff. There is no dispute that Cardinal does not manufacture printing presses, nor is it in the business of selling printing presses, but the plaintiff states, with no supporting authority, that an earlier owner of a piece of defective equipment which finds its way into Oklahoma is subject to suit in Oklahoma. Even if Cardinal is a former owner, which defendant denies, the Court finds the plaintiff's position to be without merit. The burden of establishing in personam jurisdiction over the defendant is on the plaintiff. Fidelity and Casualty Co. of New York v. Philadelphia Resins Corp., 766 F.2d 440, 443 (10th Cir. 1985). Plaintiff has failed to meet this burden.

Accordingly, it is the Order of the Court that the motion to dismiss of defendant Cardinal Lithographing Company, Inc., should be and hereby is granted.

IT IS SO ORDERED this 15<sup>th</sup> day of April, 1986.

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

Entered

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

MARVIN L. MORSE and TERRY )  
ALAN JENKINS, )  
 )  
Plaintiffs, )

vs. )

No. 85-C-740-B

DEAN B. KNIGHT, an individual; )  
FRED P. LEIDING, an individual; )  
TOWN AND COUNTRY BANK, a )  
banking institution; and )  
JACK G. STEELE, an individual, )

Defendants, )

and )

FIRST NATIONAL BANK OF )  
SAPULPA, )

Intervenor. )

**FILED**  
APR 14 1986  
DOR C. SHER, CLERK  
U. S. DISTRICT COURT

ORDER OF DISMISSAL

This matter comes on before the Court pursuant to the Joint Stipulation for Dismissal presented by the Intervenor, First National Bank of Sapulpa, and defendants Fred P. Leiding, Sr., Town & Country Bank and Dean B. Knight. Upon consideration of the Joint Stipulation for Dismissal, and for good cause shown, it is

ORDERED that the Intervenor's, First National Bank of Sapulpa's, Complaint and the claims for relief against defendants Fred P. Leiding, Sr., Town & Country Bank and Dean B. Knight, be and the same are hereby dismissed with prejudice. It is further

ORDERED that each of the parties shall bear its own costs.

Dated this 14 day of April, 1986.

S/ THOMAS R. BRETT

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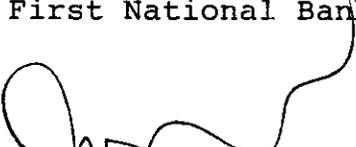
THOMAS R. BRETT,  
UNITED STATES DISTRICT JUDGE

APPROVED:

---

R. Brent Blackstock  
Wesley Thompson  
Blackstock & Thompson  
5310 E. 31st Street  
Suite 520  
Tulsa, OK 74135

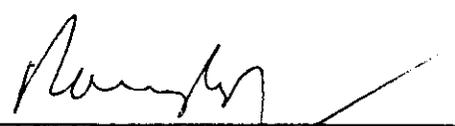
Attorneys for Intervenor,  
First National Bank of Sapulpa



---

Joe L. Wohlgemuth  
NORMAN, WOHLGEMUTH & THOMPSON  
909 Kennedy Building  
Tulsa, OK 74103

Attorneys for Defendant,  
Fred P. Leiding, Sr.



---

Robert S. Rizley  
Brewster, Shallcross and Rizley  
Park Towers, Suite 600  
5314 S. Yale Ave.  
Tulsa, OK 74135

Attorneys for Defendant,  
Town & Country Bank

---

John E. Howland  
Rosenstein, Fist & Ringold  
525 South Main Mall  
Suite 300  
Tulsa, OK 74103

Attorneys for Defendant,  
Dean B. Knight

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED  
APR 14 1986

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
MABEL L. BEARD,	)	
	)	
Defendant.	)	CIVIL ACTION NO. 86-C-59-E

DEFAULT JUDGMENT

This matter comes on for consideration this 14 day of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Mabel L. Beard, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Mabel L. Beard, was served with Summons and Complaint on March 7, 1986. 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,

Mabel L. Beard, for the principal sum of \$3,052.25, plus interest after Judgment at the current legal rate of 6.31 percent per annum until paid, plus costs of this action.

**S/ JAMES O. ELLISON**

---

UNITED STATES DISTRICT JUDGE

*Entered*

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

LEONARD & SNIDER, a )  
partnership composed of )  
LARRY D. LEONARD and )  
JERRY M. SNIDER, )

Plaintiffs, )

vs. )

K. WAYNE BUCHNER & )  
SARA JANE BUCHNER, )  
husband and wife; and )  
RIVERSIDE OIL & )  
REFINING COMPANY, INC., )  
a Louisiana corporation, )

Defendants. )

No. 85-C-803-B

FILED

APR 14 1986

DISMISSAL WITHOUT PREJUDICE

The plaintiffs hereby dismiss, without prejudice to  
refiling, their cause of action against the defendant, Sara Jane  
Buchner, only.

APPROVED:

LEONARD, SNIDER & PAGE

By *Jerry M. Snider*  
Jerry M. Snider OBA8436  
5 W. 22nd, Suite 360  
Tulsa, OK 74114  
(918) 585-2275

S/ THOMAS R. BRETT

THOMAS R. BRETT, UNITED  
STATES DISTRICT JUDGE

CERTIFICATE OF MAILING

I hereby certify that on this 8<sup>th</sup> day of April, 1986, I  
mailed a true and correct copy of the above and foregoing  
Dismissal Without Prejudice to Ms. Sara Jane Buchner, at 2040  
Loop 336 West, Suite 225, Conroe, TX 77304; P.O. Box 2927,  
Conroe, TX 77304; and 72 Northridge, Conroe, TX 77303, with  
proper postage thereon fully prepaid.

*Jerry M. Snider*  
Jerry M. Snider

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 14 1986

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 FRANK E. CARROLL, )  
 )  
 Defendant. )

JACK C. SIVERT, JR.  
U.S. DISTRICT COURT

CIVIL ACTION NO. 86-C-57-E

DEFAULT JUDGMENT

This matter comes on for consideration this 14 day of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Frank E. Carroll, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Frank E. Carroll, was served with Summons and Complaint on March 12, 1986. 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,

Frank E. Carroll, for the principal sum of \$370.00, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.68 per month from September 28, 1984, until judgment, plus interest thereafter at the current legal rate of 6.31 percent per annum until paid, plus costs of this action.

J. JAMES C. HILSON

---

UNITED STATES DISTRICT JUDGE

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

FILED  
APR 14 1986

FRANK A. ELLIOTT, by his  
father & guardian,  
TOM ELLIOTT,

Plaintiff,

vs.

No. 84-C-936-E

ST. FRANCIS HOSPITAL and  
RICHARD BARTLETT,

Defendants.

ORDER DISMISSING CAUSE WITHOUT PREJUDICE

Upon application of defendant for dismissal of its counterclaim without prejudice and there being no objection to said dismissal by plaintiff, it is hereby ordered that the Counterclaim of defendant Saint Francis Hospital, Inc., be dismissed without prejudice to said defendant's right to refile the same.

ORDERED this 14th day of April, 1986.

S/ JAMES O. ELLISON

\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

Entered

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

SHARON L. CREEKMORE, )  
)  
vs. )  
)  
RANDY DUREN, GARY HENDERSON, )  
DRUMRIGHT MEMORIAL HOSPITAL )  
FOUNDATION, an Oklahoma )  
Corporation, and STATE OF )  
OKLAHOMA ex rel. The Oklahoma )  
Human Rights Commission, )  
)  
Defendants. )

FILED

APR 14 1986

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

NO. 85-C-613-*dst*

ORDER

On the 26th day of March, 1986, there came on for hearing the Motion of the defendants, Randy Duren, Gary Henderson, Drumright Memorial Hospital Foundation, an Oklahoma Corporation, and State of Oklahoma ex rel. The Oklahoma Human Rights Commission, to amend the Pre-Trial Order to assert as a defense to Count II of plaintiff's Complaint that said Count was barred by the statute of limitations.

Counsel for both parties agreed that the allegations contained in Count II of said Complaint occurred more than one year prior to the filing of this action. Counsel for both parties further agreed that one year was the applicable statute of limitations.

The Court, having heard these statements from both counsel, sustained said Motion to Amend Pre-Trial Order and

granted the defendants a partial summary judgment on Count II of plaintiff's Complaint pursuant to Rule 56 of the Federal Rules of Civil Procedure.

The Court further ruled that the causes of action upon which the plaintiff will proceed to trial were the Title 7 allegation of sexual harassment and intentional infliction of emotional distress.

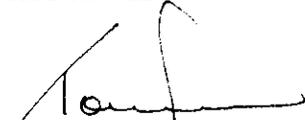
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the defendants have and receive a partial summary judgment in their favor to Count II of plaintiff's Complaint and the same is hereby ordered dismissed.

S/ THOMAS R. BRETT

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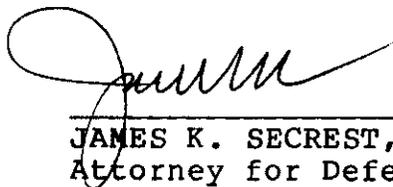
UNITED STATES DISTRICT JUDGE

APPROVED:



---

TOM LEE  
Attorney for Plaintiff



---

JAMES K. SECREST, II  
Attorney for Defendants

*Entered*

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

**FILED**

APR 14 1986

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

UNARAE QUATRELL )  
521-30-3511 )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Secretary of Health and )  
Human Services, )  
 )  
Defendant. )

No. 85-C-968-B

ORDER

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

Defendant's Motion to Dismiss is therefore granted.

It is so Ordered this 14 day of April, 1986.

*Thomas R. Brett*  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

APR 14 1986

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

INTERNATIONAL FABRICATORS, INC., )  
an Oklahoma corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ARIZONA ALUMINUM GLASS CO., )  
a Colorado corporation, )  
 )  
Defendant. )

No. 85-C-1034B

ORDER OF DISMISSAL

On this 14th day of April, 1986, upon the written application of the Plaintiff, INTERNATIONAL FABRICATORS, INC., for a dismissal without prejudice, the Court having examined said Application finds that the Plaintiff has requested the Court to dismiss said complaint without prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that said complaint be dismissed without prejudice to the right of bringing any future action on the Plaintiff's behalf.

S/ THOMAS R. BRETT

\_\_\_\_\_  
JUDGE THOMAS R. BRETT

Entered

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DANNY STEEL, )  
 )  
 Defendant. )

CIVIL ACTION NO. 86-C-187-B

DEFAULT JUDGMENT

This matter comes on for consideration this 14 day of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Danny Steel, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Danny Steel, acknowledged receipt of Summons and Complaint on March 17, 1986. 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,

Danny Steel, for the principal sum of \$430.52, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.61 per month from December 16, 1984, and \$.68 per month from January 1, 1984 until judgment, plus interest thereafter at the current legal rate of 6.31 percent per annum until paid, plus costs of this action.

S/ THOMAS R. BRETT  

---

UNITED STATES DISTRICT JUDGE

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

1986

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
ROY A. KNOWLES,	)	
	)	
Defendant.	)	CIVIL ACTION NO. 86-C-213-B

AGREED JUDGMENT

This matter comes on for consideration this ~~8-8-86~~ of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Roy A. Knowles, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, Roy A. Knowles, acknowledged receipt of Summons and Complaint on March 19, 1986. The Defendant has not filed Answer but in lieu thereof has agreed that he is indebted to the Plaintiff in the amount alleged in the Complaint and that judgment may accordingly be entered against Roy A. Knowles in the amount of \$490.50 (less the amount of \$20.00 which has been paid), plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from September 15, 1983, and \$.68 per month from January 1, 1984, until judgment, plus interest thereafter at the legal rate from the date of judgment until paid, plus the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Roy A. Knowles, in the amount of \$490.50 (less the amount of \$20.00 which has been paid), plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from September 15, 1983, and \$.68 per month from January 1, 1984, until judgment, plus interest thereafter at the current legal rate of 6.31 percent from the date of judgment until paid, plus the costs of this action.

S/ THOMAS R. DRETT  
UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney

Phil Pinnell  
PHIL PINNELL  
Assistant U.S. Attorney

Roy A. Knowles  
ROY A. KNOWLES





FILED

APR 14 1986

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

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

CROWN CORK & SEAL CO., INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 COCA-COLA BOTTLING COMPANY OF )  
 TULSA, INC., )  
 )  
 Defendant. )

No. 85-C-1054 C

*Notice of*  
PARTIAL DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, Crown Cork & Seal Co., Inc., and shows this Court as follows:

1. That it dismisses with prejudice the First Cause of Action relating to an open account contained within the Complaint filed by plaintiff on November 26, 1985.

2. That this partial dismissal does not relate to plaintiff's Second or Third Causes of Action.

For the reasons stated above, the plaintiff requests this Court enter an Order dismissing its First Cause of Action in the Complaint filed November 26, 1985. Further the plaintiff requests that the dismissal of said First Cause of Action be entered with prejudice as to future filing.

All of which is respectfully submitted.

---

S. Thomas Adler OBA No. 152  
S. Randall Sullivan OBA No. 11179  
1400 American First Tower  
Oklahoma City, Oklahoma 73102  
405/232-1211  
Attorneys for Plaintiff

Of Counsel:

SHORT BARNES WIGGINS MARGO & ADLER

Certificate of Mailing

On this \_\_\_\_\_ day of April, 1986, true and correct copies of the within and foregoing Partial Dismissal With Prejudice were mailed, with sufficient postage fully prepaid thereon, to the following counsel of record:

Mr. Dallas E. Ferguson  
Doerner, Stuart, Saunders,  
Daniel & Anderson  
1000 Atlast Life Building  
Tulsa, OK 74103

Mr. J. Barry Epperson  
Epperson, Goodpaster & Johnsen  
320 Main Mall, Suite 900  
Tulsa, OK 74103

Attorneys for Defendant

---

S. Randall Sullivan

Entered

FILED

APR 14 1985

JH

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

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

WALTER LEON WILSON, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JUDGE GORDON McALLISTER, )  
 )  
 Defendant. )

No. 85-C-1044-B ✓

O R D E R

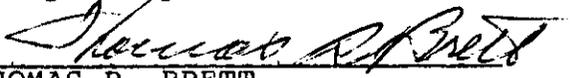
Comes now before the Court the above styled matter and having examined the pleadings and correspondence, the Court finds as follows:

On December 17, 1985, Defendant filed his Motion to Dismiss and Motion for Summary Judgment in this action. The Court directed Plaintiff to respond to Defendant's Motions by March 3, 1986, and enclosed a copy of such motions and the local court rules. As it appeared that Plaintiff did not receive the above correspondence, the Court again mailed Plaintiff a letter advising Plaintiff to respond by March 24, 1986, enclosing copies of motions and local court rules. This mail has not been returned to the Court and Plaintiff has failed to respond to the pending motions or seek additional time in which to so plead.

Therefore, the Court, pursuant to Local Rule 14(a) concludes that Plaintiff has waived any objection or opposition to the motions. See, Woods Construction Co. v. Atlas Chemical Industries, Inc., 337 F.2d 888, 890 (10th Cir. 1964).

Defendant's Motion to Dismiss and Motion for Summary Judgment are hereby granted.

It is so Ordered this 14 day of April, 1986.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE <sup>APR 14 1986</sup>  
NORTHERN DISTRICT OF OKLAHOMA

MORRIS JOHNSON,

Plaintiff

vs.

CADDO COUNTY, OKLAHOMA,  
LAWRENCE ELROD, County  
Commissioner, Individually and  
in his Official Capacity.

Defendants.

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

Case No. 85-C-1082E

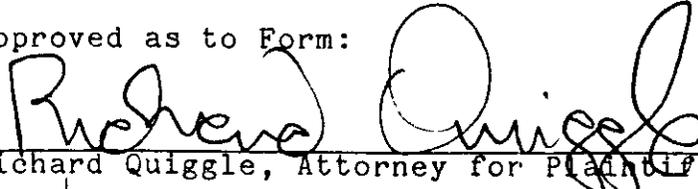
ORDER TO TRANSFER

NOW on this 1st day of April, 1986, there came on before this Court Defendants' Motion to Dismiss or in the alternative to transfer. The Court finds that dismissal of the case is not in order, and further that jurisdiction does not lie in the United States District Court for the Northern District of Oklahoma, but rather lies in the United States District Court for the Western District of Oklahoma. The Court is further advised that counsel for Plaintiff has no objection to this transfer.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that this cause be transferred to the United States District Court for the Western District of Oklahoma.

  
JUDGE JAMES O. ELLISON

Approved as to Form:

  
Richard Quiggle, Attorney for Plaintiff

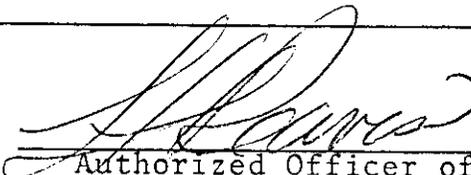
  
Harry A. Barrish, Attorney for Defendants

Entered

CERTIFICATE (If Applicable)

I hereby certify that on 3/25/86 the movant herein had cash and securities in the amount of \$ ~~7,000.00~~ 10,000 on account to his credit at the penal institution where he is confined. I further certify that movant likewise has the following securities to his credit according to the records of said institution:

movant's husband has 146.00 credited to her account since 12-6-86.

  
Authorized Officer of Penal Institution

3-25-86

(Date)

LIEUTENANT

(Title)

ORDER

In reliance upon the representations and information set forth in the above motion, declaration and certificate, it is ordered that:

**F I L E**  The movant herein is permitted to file and maintain this action to conclusion without prepayment of fees or costs.

MAR 14 1986

**U. S. DISTRICT COURT**  The movant herein is permitted to file this action without prepayment of fees or costs, however any further proceedings in this matter must be specifically authorized in advance by the court.

This motion for leave to proceed in forma pauperis is denied. The movant has funds. No constitutional right violation stated.

  
United States District Judge  
United States Magistrate

April 14, 1986

*Entered*

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

JERRY GAFFNEY, VICKI GAFFNEY, )  
and BRANDON GAFFNEY, by and )  
through his next friends, JERRY )  
GAFFNEY and VICKI GAFFNEY, )  
Plaintiffs, )

v. )

No. 85-C-945-B

PREFERRED RISK MUTUAL )  
INSURANCE COMPANY, )  
Defendant, )

v. )

KEN TURNER and TOWNSEND )  
CLAIMS SERVICE, INC., )  
Third Party Defendants. )

FILED  
1985

ORDER

The Motion to Dismiss Plaintiffs' Complaint and Amendment to Complaint by Third Party Defendants, Ken Turner and Townsend Claims Service, Inc., comes on for consideration and decision before me, the undersigned Judge of this United States District Court. The Third Party Defendants have moved to dismiss the actions filed by Plaintiffs against Third-Party Defendants on the grounds that, (1) there is no diversity of citizenship between Plaintiffs and Third Party Defendants, (2) the Amendment to Complaint against Third Party Defendants by Plaintiffs does not state a cause of action, (3) Plaintiffs'

claim against Third Party Defendants is barred by the Statute of Limitations.

On February 12, 1986, Plaintiffs filed their Response to Third Party Defendant's Motion to Dismiss, indicating Plaintiffs were in agreement that the Amendment to Complaint filed on January 14, 1986, should be dismissed because the Court does not have jurisdiction by reason that diversity of citizenship between Plaintiffs and Third Party Defendants does not exist, but indicating that the action was timely filed and that the Complaint does state a cause of action.

On February 19, 1986, Third Party Defendants responded, indicating that Third Party Defendants have no objection to the Court entering its Order Dismissing the Amendment to Complaint on the grounds that there is no diversity of citizenship between Plaintiffs and Third Party Defendants and indicating that the other two grounds urged by them in their Motion to Dismiss are now moot.

Upon considering the Motion and the Responses, it is the finding of the Court that the Amendment to Complaint should be dismissed without prejudice for the reason that there is not diversity of citizenship between Plaintiffs and Third Party Defendants.

It is the further finding of the Court that the other two grounds urged by Third Party Defendant to dismiss the Complaint

and Amendment to Complaint are now moot and are not considered by the Court in arriving at its decision to dismiss the Amendment to Complaint.

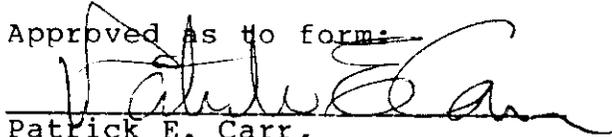
It is the further finding of the Court that the Complaint, Counts I, II and III, insofar as it states a cause of action for damages against Preferred Risk Mutual Insurance Company, should not be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Amendment to Complaint, Counts IV and V, against Third Party Defendants, Ken Turner and Townsend Claims Service, Inc., is hereby dismissed without prejudice.

So ordered this 14 day of April, 1986

BY THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

Approved as to form: ~~\_\_\_\_\_~~

  
Patrick E. Carr,  
Attorney for Plaintiffs

  
John R. Paul,  
Attorney for Third Party  
Defendants

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

FILED

LUKE COPPINGER,  
Plaintiff,  
vs.  
DUANE D. JOHNSON,  
Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

No. 85-C-569-E

APR 14 1986

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

DISMISSAL WITH PREJUDICE

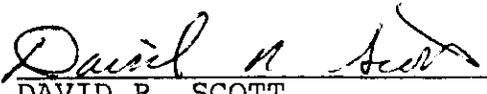
NOW ON this 14<sup>th</sup> day of April, 1986, this Honorable Court upon the motion of the plaintiff to dismiss the above styled case, will Dismiss said action With Prejudice.

S/ JAMES O. ELLISON

JUDGE OF THE UNITED STATES DISTRICT COURT

APPROVED AS TO CONTENT AND FORM:

  
A. MARK SMILING  
Attorney for Plaintiff

  
DAVID R. SCOTT  
Attorney for Defendant

Entered

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

CURB-IT CORPORATION, an Oklahoma  
corporation, and DAN E. STEURER,  
an individual,

Plaintiffs,

v.

RICHARD N. HARRIS, an individual;  
ACM, INC., a Utah corporation;  
AMERICAN CURBMAKER, a Utah  
corporation; GEORGE N. MAY, an  
individual; DALE HUFFAKER, an  
individual; LARRY ROSE, an individual;  
and CURBMATE, a Utah corporation,

Defendants.

No.85-C-240 B

FILED

1986

JUDGMENT

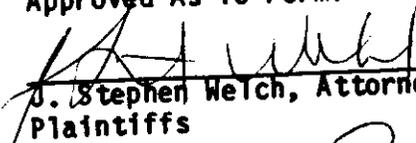
The Application of the Plaintiffs and Defendants for Approval of the Joint Stipulation of Order of Judgment is hereby sustained and the filing of said Stipulation is hereby noted. The terms of the Joint Stipulation of Order of Judgment are hereby made a part of this Judgment.

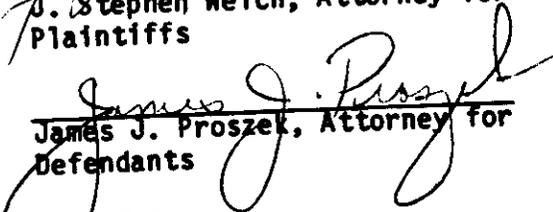
This case having been entirely disposed of, is therefore concluded, and all of the parties shall bear their own attorney fees and costs.

DATED this 10 day of April, 1986.

\_\_\_\_\_  
Judge

Approved As To Form:

  
J. Stephen Welch, Attorney for  
Plaintiffs

  
James J. Proszek, Attorney for  
Defendants

4614.04B

Entered

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

FILED

APR 14 1986

JEFF HELLARD and KATHY HELLARD, )

Plaintiff, )

vs )

FARMERS INSURANCE COMPANY, )  
INC., a foreign corporation, )  
et al, )

Defendants. )

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

Case No. C-84-980-B

ORDER

NOW on this 14th day of April, 1986, plaintiff's Application to Dismiss with Prejudice came on for hearing. The Court being fully advised in the premises finds that said Application should be sustained and the defendant, Farmers Insurance Exchange Farmers Group Inc., should be dismissed from the above entitled action with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff's Application to Dismiss with Prejudice be sustained and the above captioned action be dismissed with prejudice as to defendant Farmers Insurance Exchange Farmers Group, Inc.

S/ THOMAS R. BRETT

JUDGE OF THE UNITED STATES DISTRICT  
COURT FOR THE NORTHERN DISTRICT

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

MAR 14 1983

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

RIVERSIDE INDUSTRIES, INC., )  
 )  
Plaintiff, )  
 )  
vs. ) No. 83-C-434-C  
 )  
IDAHO POWER COMPANY, )  
 )  
Defendant. )

JUDGMENT

This action came on for trial before the Court and a jury, the Honorable H. Dale Cook, Chief Judge of the District Court, presiding; Conner & Winters, by Laurence L. Pinkerton and Deirdre O. Dexter, attorneys for Plaintiff; Feldman, Hall, Franden, Woodard & Farris, by Wm. S. Hall and Cynthia Chang, attorneys for Defendant and Counterclaimant; a jury was impaneled and sworn; and the issues having been duly tried and the jury having duly rendered its verdict;

It is Ordered and Adjudged that the Plaintiff Riverside Industries, Inc., recover of the Defendant Idaho Power Company the sum of \$113,449.94, with pre-judgment interest thereon as set by the Court, post-judgment interest thereon as set by the Court, and its costs of the action.

It is further Ordered and Adjudged that the Defendant Idaho Power Company take nothing on its Counterclaim against the Plaintiff Riverside Industries, Inc.

DATED: April 14, 1986.

(Signed) H. Dale Cook

H. Dale Cook, Chief Judge of the  
United States District Court for  
the Northern District of Oklahoma

APPROVED AS TO FORM:

CONNER & WINTERS

By Laurence L. Pinkerton  
Laurence L. Pinkerton

FELDMAN, HALL, FRANDEN,  
WOODARD & FARRIS

By John W. Woodard

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

FILED

APR 14 1986

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

STEWART DEVELOPMENT, LTD., ET. AL.  
Plaintiff(s),

vs.

No. 85-C-400-C

CROWN LIFE INSURANCE CO.  
Defendant(s).

ADMINISTRATIVE CLOSING ORDER

The *Plaintiff* 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 15 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 14 day of April, 1986.

*[Signature]*  
UNITED STATES DISTRICT JUDGE

FILED

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

APR 14 1986

Jack G. Sawyer, Clerk  
U.S. District Court

BETTY MEIXNER, et al. )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 AC&S, INC., et al. )  
 )  
 Defendants. )

Case No. 84-C-911-E

*Dismissal*  
ORDER

NOW on this 2nd day of April, 1986, the Defendant GAF Corporation's Motion for Summary Judgment in the above-captioned cause of action comes on to be heard before the undersigned Judge. The Plaintiffs appear by and through their attorneys of record. The Defendant appears by and through its attorneys of record, Boesche, McDermott & Eskridge. The Court, after examining the file and records in this matter, hearing testimony, and being fully advised in the premises finds that:

1. The Plaintiffs have acknowledged that they have no evidence linking the products of the Defendant to the alleged injury which forms the basis of this action; and,

2. The Plaintiffs have stated to the Court that they have no objection to the dismissal of Defendant GAF Corporation from this suit.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that judgment shall be entered for Defendant GAF Corporation, and against the Plaintiffs, and that GAF Corporation shall be and is dismissed with prejudice from this action, with each party to bear its own costs.

s/ JAMES C. TUDOR

---

Judge of the District Court

*Entered*

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

JAMES E. CLAYTON, ET AL.,

Plaintiffs,

vs.

Case No. 79-C-723-BT

FRANK THURMAN, Sheriff of  
Tulsa County, Oklahoma, ET AL.,

Defendants.

FILED

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U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

JUDGMENT

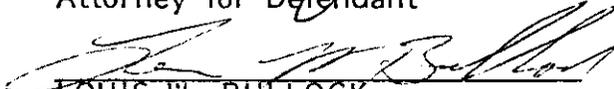
In accordance with the parties' stipulation concerning attorney fees and expenses filed herein and approved by the Court, the Court hereby enters judgment in favor of Plaintiffs' attorney, Louis W. Bullock, against Defendants' in the amount of \$80,520.00 for attorney fees and \$1,509.55 for expenses, with post-judgment interest in the amount of 10% per annum from the date of this judgment.

It is ordered that Defendants shall pay out of the sinking funds of the County, this attorney fees and expenses judgment pursuant to 51 O.S. §159 within one year from the time of the next ad valorem tax levy. In the event there are currently excess funds available in the sinking fund, the County is ordered to pay said excess funds immediately to the Plaintiffs to satisfy this judgment.

APPROVED AS TO FORM AND CONTENT.

DAVID MOSS, District Attorney for  
the Fourteenth Judicial District  
of the State of Oklahoma

By   
CARY CLARK  
Attorney for Defendant

  
LOUIS W. BULLOCK  
Attorney for Plaintiffs

ENTERED this 14 day of April, 1986.

S/ THOMAS R. BRETT  

---

THOMAS R. BRETT  
UNITED STATES DISTRICT COURT

CLAY6:f1



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

MAR 11 1986

BURNING TREE--OKLAHOMA CITY )  
ASSOCIATES, LTD., an Oklahoma )  
limited partnership; FLOYD R. )  
HARDESTY; and CRAIG E. STOUGH, )

Plaintiffs, )

vs. )

Case No. 86-C-363-C )

JOHN HANCOCK MUTUAL LIFE )  
INSURANCE COMPANY, a )  
Massachusetts corporation, )

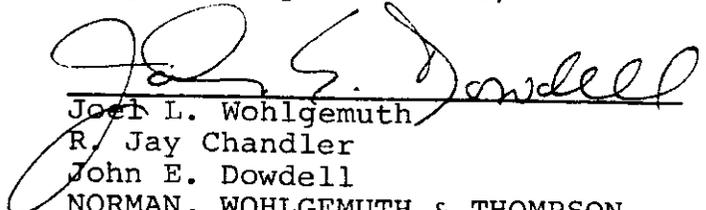
Defendant. )

CLERK  
U.S. DISTRICT COURT

PLAINTIFFS' NOTICE OF DISMISSAL

The Plaintiffs, Burning Tree--Oklahoma City Associates, Ltd., Floyd R. Hardesty and Craig E. Stough, pursuant to the provisions of Rule 41(a)(1) of the Federal Rules of Civil Procedure, hereby voluntarily dismiss the captioned matter, without prejudice. In support of this Notice, Plaintiffs state that service of process has not been obtained upon the Defendant, John Hancock Mutual Life Insurance Company, and the Defendant has therefore neither filed an Answer nor a Motion for Summary Judgment.

Respectfully submitted,

  
Joel L. Wohlgemuth  
R. Jay Chandler  
John E. Dowdell  
NORMAN, WOHLGEMUTH & THOMPSON  
909 Kennedy Building  
Tulsa, Oklahoma 74103  
(918) 583-7571

Attorneys for Plaintiffs  
Burning Tree-Oklahoma City  
Associates, Ltd., Floyd R.  
Hardesty and Craig E. Stough



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 10 1986

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PATRICK A. BOWMAN, )  
 )  
 Defendant. )

Jack C. Sullivan  
U. S. DISTRICT

CIVIL ACTION NO. 86-C-244-E

ORDER OF DISMISSAL

Now on this 9th day of April, 1986, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve Patrick A. Bowman have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Patrick A. Bowman, be and is dismissed without prejudice.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

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

APR 10 1986

JOEY D. WOLFE and STEPHEN C. WOLFE, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 KANSAS CITY FIRE & MARINE INSURANCE )  
 COMPANY, a foreign corporation, )  
 )  
 Defendant. )

CASE NO.: 86-C-50-DE

ORDER OF DISMISSAL

On This 10th day of April, 1986, upon the written application of the Plaintiffs, Joey D. Wolfe and Stephen C. Wolfe, and the Defendant, Kansas City Fire & Marine Insurance Company, for a Dismissal with prejudice of the Complaint of Wolfe v. Kansas City Fire & Marine Insurance Company, and all causes of action therein, 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. The Court being fully advised in the premises finds said settlement is to the best interest of said Joey D. Wolfe and Stephen C. Wolfe.

THE COURT FURTHER FINDS that said Complaint in Wolfe v. Kansas City Fire & Marine Insurance Company 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 Plaintiffs, Joey D. Wolfe and Stephen C. Wolfe, against the Defendant, Kansas City Fire & Marine Insurance Company be and the same hereby are dismissed with prejudice to any future action.

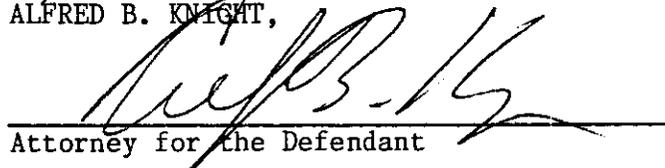
~~S/ JAMES O. ELLISON~~  
~~JUDGE H. DALE COOK USDJ~~

APPROVALS:

STEPHEN C. WOLFE,

  
Attorney for the Plaintiffs

ALFRED B. KNIGHT,

  
Attorney for the Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,

)

APR 10 1986

Plaintiff,

)

)

vs.

)

)

CHARLES N. CHILCOAT,

)

)

Defendant.

)

)

CIVIL ACTION NO. 86-C-56-E

DEFAULT JUDGMENT

This matter comes on for consideration this 9<sup>th</sup> day of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Charles N. Chilcoat, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Charles N. Chilcoat, was served with Summons and Complaint on March 19, 1986. 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,

Charles N. Chilcoat, for the principal sum of \$576.47, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from September 28, 1984, until judgment, plus interest thereafter at the current legal rate of 7.0% percent per annum until paid, plus costs of this action.

S/ JAMES O. ELLISON  
-----  
UNITED STATES DISTRICT JUDGE



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILE

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

JAMES L. GRIFFIN, )

Defendant. )

CIVIL ACTION NO. 86-C-65-C

APR 9 1986

DEFAULT JUDGMENT

This matter comes on for consideration this 9 day of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, James L. Griffin, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, James L. Griffin, was served with Summons and Complaint on March 10, 1986. 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,

James L. Griffin, for the principal sum of \$773.30, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from March 8, 1984 until judgment, plus interest thereafter at the current legal rate of 7.04 percent per annum until paid, plus costs of this action.

s/H. DALE COOK

---

UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, ) Civil No. 86-C-30-C  
 )  
 v. )  
 )  
 SOUTHERN AGRICULTURE, INC., )  
 a corporation, and NOLAN L. )  
 GROSS, D.V.M., and GINGER L. )  
 GROSS, individuals, )  
 )  
 Defendants. )

FILED

9 1986

DEFAULT DECREE OF PERMANENT INJUNCTION  
AGAINST SOUTHERN AGRICULTURE, INC.

On January 13, 1986, plaintiff United States of America filed a complaint for injunction under the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 332(a), against defendants Southern Agriculture, Inc., a corporation, and Nolan L. Gross and Ginger L. Gross, individuals, the president and vice-president, respectively, of Southern Agriculture, Inc. The complaint alleged that the defendants misbranded prescription veterinary drugs within the meaning of 21 U.S.C. § 352(f)(1) and 21 C.F.R. § 201.105, by selling said drugs to lay persons without a prescription or other order of a licensed veterinarian for use in the course of the veterinarian's professional practice. The complaint further alleged that by selling, after shipment in interstate

commerce, misbranded prescription veterinary drugs, defendants violated 21 U.S.C. § 331(k).

It appearing that process duly issued herein and was returned according to law; and it appearing that defendant Southern Agriculture, Inc., has not filed an answer to the complaint or otherwise moved in this proceeding within the time provided for by law and court rule; and it appearing that defendants Nolan L. Gross and Ginger L. Gross, president and vice-president, respectively, of Southern Agriculture, Inc., have consented to the entry of a decree of permanent injunction against them as individuals:

Now, therefore, on motion of the United States for a default decree of permanent injunction, the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I. That this Court has jurisdiction of the subject matter herein and of all persons and parties hereto, and the complaint states a cause of action against the defendant, Southern Agriculture, Inc., under the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et seq.

II. That the defendant, Southern Agriculture, Inc., and each and all of its officers, agents, servants, employees, assigns, and attorneys, and those persons in active concert or participation with them or any of them are perpetually restrained and enjoined under the provisions of

21 U.S.C. § 332(a) from directly or indirectly doing or causing to be done any of the following acts:

A. Introducing or delivering for introduction into interstate commerce, or holding for sale or selling after receipt in interstate commerce, any prescription veterinary drug unless and until:

1. The defendant establishes procedures to assure that said drugs are stored in an area which is accessible only to employees of the firm.

2. The defendant establishes and maintains methods and controls for the sale and distribution of prescription veterinary drugs that will assure that the drugs are not distributed in any unlawful manner, which methods and controls shall include, but not be limited to:

(a) The establishment and maintenance of records that will document the sale of every prescription veterinary drug sold by defendants;

(b) A method of obtaining, for each sale of a veterinary prescription drug, documentation establishing that there is a prescription or other order therefor, written or otherwise, issued by a licensed veterinarian;

(c) The establishment and maintenance of a written inventory record for each prescription veterinary drug that the defendant receives, which record shall include the name of the drug, as shown on the drug's label, the

amounts of drug received and the dates received, and the name of each account or individual to whom the drug is shipped, sold, or otherwise dispensed; and

(d) The implementation of an employee training program adequate to assure that all employees understand the differences between prescription and non-prescription drugs, appreciate the special procedures governing the handling of prescription veterinary drugs, and are capable of complying with the controls established under this decree.

3. The defendant reports in writing to the Dallas District Office, U.S. Food and Drug Administration (FDA), 3032 Bryan Street, Dallas, Texas, 75204, the measures it has taken, including a copy of its standard operating procedures, to assure that the requirements of subparagraphs 1 and 2 of paragraph A have been met.

4. The FDA notifies the defendant in writing that its efforts to comply with subparagraphs 1 and 2 of paragraph A are satisfactory. In order to evaluate the defendant's procedures and issue the requisite notification, FDA may undertake investigations and inspections, as it deems necessary, as provided in paragraph IV of this decree.

B. After all of the provisions of paragraph A have been satisfied, selling or offering for sale any prescription veterinary drug, unless and until:

1. There is a valid prescription or other order of a licensed veterinarian covering such sale of the drug; and

2. For any prescription issued by any licensed veterinarian (including the defendant Nolan L. Gross) who is employed by the defendant, or who is acting as a consultant to the defendant, or who has written a prescription or order to a client referred by the defendant, there is documentation that such order or prescription was to be used in the course of the veterinarian's professional practice. This documentation must reflect that:

(a) the veterinarian is supervising the use of the drug;

(b) the veterinarian has assumed the responsibility for making medical judgments regarding the health of the animal(s) and the need for medical treatment, and the client (owner or other caretaker) has agreed to follow the instructions of the veterinarian;

(c) there is sufficient knowledge of the animal(s) by the veterinarian to initiate at least a general or preliminary diagnosis of the medical condition of the animal(s). This means that the veterinarian has recently seen and is personally acquainted with the keeping and care of the animal(s) by virtue of an examination of the

animal(s), or by medically appropriate and timely visits to the premises where the animal(s) is kept; and

(d) the practicing veterinarian is readily available for follow-up in case of adverse reactions or failure of the regimen of therapy.

III. That, after compliance with the requirements of subparagraphs A and B of paragraph II, the defendant, Southern Agriculture, Inc., and all those acting in concert with it, as described in paragraph II, are permanently enjoined from directly or indirectly introducing into, delivering for introduction into, or offering for sale in interstate commerce any veterinary drug and from directly or indirectly offering for sale after its shipment in interstate commerce any veterinary drug, unless the sales, labeling, and promotion of the drug conform to the requirements of and procedures established pursuant to subparagraphs A and B of paragraph II above.

IV. That FDA representatives are authorized to make such investigations and inspections of the facilities and operations of the defendant as are deemed necessary in order to determine that the requirements of this decree are met. The inspections may extend to all equipment and drugs, and all the records of veterinary drug receipt, sale, and shipment. This inspection authority is apart from, and in addition to, the authority to make inspections under 21

U.S.C. § 374. The costs of such inspections are to be borne by the defendant at the rate of \$37.00 per hour and fraction thereof per representative for inspectional work, \$44.00 per hour and fraction thereof per representative for analytical work, 20.5 cents per mile for travel expenses, and \$75.00 per day per person for subsistence expenses where necessary.

V. That the defendant Southern Agriculture, Inc.:

A. Serve a copy of this decree, by personal service or registered mail, upon all of its officers, agents, servants, employees, and assigns; and

B. File an affidavit of compliance with this Court, with a copy to the plaintiff's attorneys, within 60 days after the date of entry of this decree, stating the fact and manner of compliance with paragraph A above, identifying the names, addresses, and positions (if appropriate) of all persons so notified, and attesting that they have been served with a copy of this decree.

VI. That the defendant Southern Agriculture, Inc., shall notify the District Director, Dallas District Office of FDA, at least ten (10) days before any change in ownership or change in character of its business such as dissolution, assignment, or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries, or any change in the corporate structure of Southern

Agriculture, Inc., that may effect compliance obligations arising out of this Decree.

VII. That this Court retains jurisdiction of this proceeding for the purpose of modifying this decree and for the purpose of granting such additional relief as may hereafter be necessary or appropriate.

VIII. That each party shall bear its own costs and attorneys' fees.

Dated: April 9, 1986

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

*Entered*

Oklahoma Bar No. 3230

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

MAR - 8 1986  
CLERK  
COURT

GARY W. LEITCH, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PIZZA HUT, INC., a )  
 Delaware Corporation, and )  
 PIZZA HUT OF AMERICA, Inc., )  
 an Oklahoma Corporation, )  
 )  
 Defendants. )

Case Number No. 86-C-293 B ✓

PLAINTIFF'S DISMISSAL

COMES NOW the Plaintiff, by and through his attorney, Tom R. Gann and gives notice that the Plaintiff hereby dismisses the above-entitled action without prejudice, pursuant to Rule 41(a)(1)(i) of the Federal Rules of Civil Procedure. Plaintiff states that Defendant has not served Plaintiff with either an answer or a motion for summary judgment. Dated this 9th day of April, 1986.

GARY W. LEITCH, Plaintiff

By: *Tom R. Gann*  
TOM R. GANN  
Attorney for Plaintiff  
2121 South Columbia  
Suite 600  
Tulsa, Oklahoma 74114  
(918) 743-4717

CERTIFICATE OF MAILING

I hereby certify that on the 9 day of April,  
1986, a true and correct copy of the above and foregoing  
instrument was mailed to T. Jay Thompson of NICHOLS, WOLFE,  
STAMPER, NALLY & FALLIS, INC., 124 East Fourth Street, Suite 400,  
Old City Hall Building, Tulsa, Oklahoma 74103, with proper  
postage thereon fully prepaid.

  
\_\_\_\_\_  
Tom R. Gann

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

1986-8-113

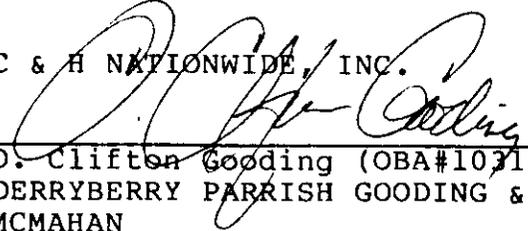
C & H NATIONWIDE, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BRADEN STEEL CORPORATION, )  
 )  
 Defendant. )

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

Case No.: 85-C-969 E

NOTICE OF DISMISSAL WITH PREJUDICE

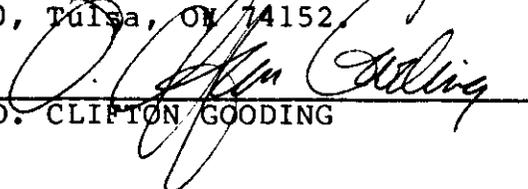
COMES NOW the Plaintiff, C & H Nationwide, Inc., and hereby dismisses the above-entitled cause of action against Defendant, Braden Steel Corporation, with prejudice to the refiling.

C & H NATIONWIDE, INC.  
  
O. Clifton Gooding (OBA#10315)  
DERRYBERRY PARRISH GOODING & MCMAHAN  
4420 N. Lincoln Blvd.  
Okla. City, OK 73105  
(405) 424-5535

ATTORNEY FOR C & H NATIONWIDE, INC.

CERTIFICATE OF MAILING

I hereby certify that on this 8 day of April, 1986, true and correct copy of the above document was mailed to Mr. Richard T. Garren, P.O. Box 52400, Tulsa, OK 74152.

  
O. CLIFTON GOODING

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR -9 1986

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JANIS M. GRANT,

Defendant.

No. 85-CR-40-C

ORDER REVOKING PROBATION

Now, on this 4th day of April 1986, the above styled and numbered cause comes on for sentencing of the defendant, Janis M. Grant. The plaintiff is present by Ben F. Baker, Assistant United States Attorney, and the defendant is present in person and by counsel, Richard Winterbottom.

Heretofore, on April 3, 1985, the defendant was convicted on her plea of guilty to two counts of the indictment herein charging violations of 18 U.S.C. § 495, forgery of U.S. Treasury checks. She was thereafter, on May 3, 1985, sentenced to the custody of the Attorney General on Count 2 of the indictment, for a period of twelve months. On Count 4, the defendant was placed on probation for a period of five years.

Thereafter, on March 20, 1986, the U.S. Probation Officer filed an application to revoke the probationary sentence for the reason that defendant had violated the terms of her probation by continued usage of controlled drugs following her release from custody. A warrant for defendant's arrest was duly

issued, and she was brought before the U.S. Magistrate, the Honorable John Leo Wagner, on March 20, 1986, at which time a preliminary hearing on the application to revoke was set for March 25, 1986, at 9:30 a.m.

Thereafter, on March 25, 1986, the said preliminary hearing was conducted by the Magistrate. Defendant having been provided written notice of the alleged probation violation, was at said preliminary hearing given the opportunity to present evidence and to examine the witness testifying in support of the application to revoke. At the conclusion of said hearing, the Magistrate ordered defendant bound over for District Court for a revocation hearing.

On March 31, 1986, the cause came regularly on for revocation hearing before the undersigned judge. At this time, the defendant announced that she confessed the allegations contained in the application to revoke, and offered no additional evidence. The Court found that defendant had violated the terms of her probation, and that the probation should be revoked. Sentence was continued on motion of the defendant until this date.

IT IS THEREFORE ORDERED that the order of probation of defendant be vacated and set aside and defendant is sentenced to the custody of the Attorney General for a term of eighteen months. The Court recommends drug rehabilitation treatment for the defendant while incarcerated.

IT IS FURTHER ORDERED that the Clerk deliver a certified copy of this Order Revoking Probation to the U.S. Marshal for this

district which copy shall serve as the commitment of the  
defendant.

DATED at Tulsa, Oklahoma this 4th day of April, 1986.

s/H. DALE COOK

---

H. DALE COOK, CHIEF  
UNITED STATES DISTRICT JUDGE

United States District Court )  
Northern District of Oklahoma) ss

I hereby certify that the foregoing  
is a true copy of the original on file  
in this Court.

Jack C. Silver, Clerk

By R. Miller  
Deputy

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ALFRED BEASLEY, )  
 )  
 Defendant. )

APR 8 1986

JACK U. SIVEL, Clerk  
U. S. DISTRICT COURT

CIVIL ACTION NO. 85-C-989-E

DEFAULT JUDGMENT

This matter comes on for consideration this 8th day of April, 1986, 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, Alfred Beasley, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Alfred Beasley, was served with Alias Summons and Complaint on March 13, 1986. 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,

Alfred Beasley, for the principal sum of \$439.27, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from July 6, 1984 until judgment, plus interest thereafter at the current legal rate of 7.06 percent per annum until paid, plus costs of this action.

S/ JAMES O. ELISON

---

UNITED STATES DISTRICT JUDGE

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

FILED  
APR -8 1986

WALTER LEON WILSON,

Petitioner,

v.

JUDGE GORDON McALLISTER,

Respondent.

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

No. 85-C-1031-E

O R D E R

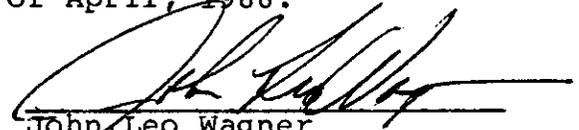
Comes now before the Magistrate Petitioner's Application for Writ of Habeas Corpus pursuant to 28 U.S.C. § 2254. Petitioner's application states that he is incarcerated in the Tulsa County Jail under charges filed against him in the District Court of Tulsa County, Case No. CRF-85-2234. Petitioner seeks habeas corpus relief on the grounds that he has been denied the right to assistance of counsel and that he has not been brought before the court for disposition of the charges pending.

Notwithstanding the above, Petitioner's application also states that he was represented by the Public Defender's Office at the preliminary hearing, arraignment and plea, trial and sentencing in the state district court. He further indicates that he received a sentence of 5 years to life on the charge of armed robbery.

The Magistrate has contacted the Tulsa County District Court office and was advised that a jury trial was held in CRF-85-2234 on January 13 - 14, 1986. Petitioner was found guilty and sentenced on January 17, 1986.

Therefore, the Magistrate finds that Petitioner's application states no ground on which he is entitled to relief and orders that the petition be dismissed under Rule 4 of the Rules governing § 2254 cases.

It is so Order this 8<sup>th</sup> day of April, 1986.

  
John Leo Wagner  
United States Magistrate

FILED

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

APR 8 1986

BETTY MEIXNER, et al.,

Plaintiff,

vs.

AC & S, INC., et al.,

Defendants.

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

No. 84-C-911-E

ORDER DISMISSING CLAIM PRESENTED AGAINST DEFENDANT  
RAYMARK INDUSTRIES, INC. WITHOUT PREJUDICE

This cause comes before the Court on Plaintiff's Motion to Dismiss Defendant Raybestos-Manhattan and the Court, finding that Defendant Raymark Industries, Inc., individually and as successor to Raybestos-Manhattan, Inc., has no objection to the plaintiff's voluntary dismissal of the claim presented against it in the above-styled case, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure; that said defendant has filed no counterclaim against the plaintiff in this action; and that there are no conditions known to said defendant or to the plaintiff to be placed on the dismissal without prejudice of the claim presented against Raymark Industries, Inc., grants the plaintiff's motion

IT IS, THEREFORE, ORDERED that the claim presented against Raymark Industries, Inc., individually and as successor to Raybestos-Manhattan, Inc., shall be, and is hereby, dismissed without prejudice to any further action and with no conditions placed thereon.

DATED this 7th day of April, 1986.

*57* JAMES O. ELLISON

JAMES O. ELLISON  
United States District Judge

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

**FILED**

APR 8 1986

BETTY MEIXNER, individually and )  
as personal representative of the )  
heirs and estate of Karl Meixner, )  
Deceased, )

Plaintiff, )

vs. )

AC & S, INC., et al., )

Defendants, )

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

Case No. 84-C-911-E

JUDGMENT

In keeping with the Court's order sustaining the motion for summary judgment of the defendant, W.R. Grace & Co., judgment is hereby entered in favor of defendant, W.R. Grace & Co., and against the plaintiff, Betty Meixner, individually and as personal representative of the heirs and estate of Karl Meixner, deceased. Costs are hereby awarded in favor of the defendant, W.R. Grace & Co.

ENTERED this 7<sup>th</sup> day of April, 1986.

S/ JAMES O. ELLISON

\_\_\_\_\_  
JAMES O. ELLISON  
DISTRICT COURT JUDGE

FILED

APR 8 1986

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

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

ORA MAE JIMISON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 85-C-975-E
	)	
GRANDY'S INC., et al.,	)	
	)	
Defendants.	)	

ORDER OF DISMISSAL

Upon the joint Stipulation of Plaintiff and Defendants herein, GRANDY'S, INC., and MINNEAPOLIS TEACHER'S RETIREMENT FUND ASSOCIATION, the Court hereby orders that this action be dismissed without prejudice to the claims asserted herein against the Defendants, GRANDY'S, INC., a California Corporation, and MINNEAPOLIS TEACHER'S RETIREMENT FUND ASSOCIATION, a Minnesota Corporation, and that each party shall bear her or its own costs incurred herein.

DATED this 7<sup>th</sup> day of April, 1986.

57 JAMES O. ELLISON

\_\_\_\_\_  
JAMES O. ELLISON  
United States District Judge

RAINEY, BARKSDALE AND BARKSDALE  
ATTORNEYS AT LAW  
316 McCULLOCH BUILDING P. O. BOX 1366  
OKMULGEE, OKLAHOMA 74447  
(918) 756-0800

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

TIMOTHY L. ROBINSON, )

Defendant. )

APR 8 1986

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

CIVIL ACTION NO. 85-C-1143-E

DEFAULT JUDGMENT

This matter comes on for consideration this 7<sup>th</sup> day of April, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Timothy L. Robinson, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Timothy L. Robinson, was served with Summons and Complaint on February 13, 1986. 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,

Timothy L. Robinson, for the principal sum of \$456.69, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.68 per month from September 28, 1984, until judgment, plus interest thereafter at the current legal rate of 7.86 percent per annum until paid, plus costs of this action.

S/ JAMES O. ELLISON

---

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

REV. JAMES COLEMAN, Jr.,  
Chairman of the Creek Indian  
National Council, LUCILLE  
HANSON and JANET HANSON,

Plaintiffs,

vs.

UNITED STATES OF AMERICA,  
BUREAU OF INDIAN AFFAIRS,  
Washington, D.C.,

Defendants.

FILED

APR 8 1986

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

CIVIL ACTION NO. 85-C-638-E

ORDER OF DISMISSAL  
FOR FAILURE TO PROSECUTE

This matter came before the Court on the 7<sup>th</sup> day of April, 1986, pursuant to the Application to dismiss for failure to prosecute filed by the United States of America, for itself and for the Bureau of Indian Affairs. The Court having considered the Defendants' Application to dismiss for failure to prosecute and the other pleadings on file herein finds as follows:

On September 16, 1985, by Order of this Court the Plaintiffs were allowed until March 12, 1986, to employ a qualified attorney to represent them in this matter. The Court further ordered that such attorney must file an appearance in this case no later than March 12, 1986. That no such appearance on behalf of the Plaintiffs has been entered in this case.

It is therefore ORDERED that the Defendants' Application to dismiss for failure to prosecute is sustained and

that the Plaintiffs' action against the United States of America and the Bureau of Indian Affairs is hereby dismissed without prejudice.

Entered this 7<sup>th</sup> day of April, 1986.

**S/ JAMES O. ELLISON**

**UNITED STATES DISTRICT JUDGE**

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

ALBERT GILLETTE ROGERS,

Plaintiff,

vs.

UNITED STATES OF AMERICA AUTO  
PILOTS CENTRAL, INC., et al.,

Defendants.

No. 85-C-1097-E

APR -7 1986

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

O R D E R

The Court hereby dismisses this action without prejudice pursuant to Fed. R. Civ. P. Rule 41(b) for failure to appear and prosecute and under Local Rule 4(h) for failure to obtain local counsel.

It is so Ordered this 4<sup>th</sup> day of April, 1986.

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

PATTY PRECISION PRODUCTS  
COMPANY,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant

CIVIL ACTION NO. 83-C-230-E

HARRY R. and BETTY J.  
PATTY, JR.

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

CIVIL ACTION NO. 83-C-231-E

STIPULATION FOR DISMISSAL

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



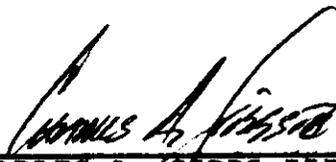
Houston and Klein, Inc.  
1722 South Carson  
P. O. Box 2967  
Tulsa, Oklahoma 74101

ATTORNEYS FOR PLAINTIFFS



ROGER M. OLSEN  
Acting Assistant Attorney General  
Tax Division  
Department of Justice  
Washington, D.C. 20530  
ATTORNEY FOR DEFENDANT



  
\_\_\_\_\_  
CHARLES A. GIBBS III  
Attorney for Defendant  
Lynn E. Jesse

  
\_\_\_\_\_  
DON E. GASAWAY  
Attorney for Defendant  
General Credit Company

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

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

ELECTROPEDIC MANUFACTURING CORPORATION,  
Plaintiff,  
vs.  
JERRY COLLIE and LINDA COLLIE,  
Individually and doing business  
as ELECTROPEDIC PRODUCTS OF  
OKLAHOMA, INC., doing business  
as ELECTROPEDIC, and doing  
business as ELECTROPEDIC  
PRODUCTS,  
Defendants,  
and  
ELECTROPEDIC PRODUCTS, INC.,  
and HENRY KRAUS,  
Third Party  
Defendants.

No. 83-C-49B ✓

**FILED**

APR 4 1986 *og*

*Jack E. Sullivan Clerk  
U.S. DISTRICT COURT*

JOURNAL ENTRY OF JUDGMENT

Now on this 4<sup>th</sup> day of April, 1986, there came on for non-jury trial before the undersigned United States District Judge, the above styled and numbered cause, Plaintiff appeared by and through its attorney, Robert H. Tips, and Defendants appear by and through their attorney, Robert Durbin, and, based upon the stipulations of counsel, the Court finds that Defendant Jerry Collie consents to a judgment in the sum of \$50,000.00 against him, provided that no execution or post-judgment process take place to collect said judgment as long as Jerry Collie does not compete with

the Plaintiff, its agents and assigns, for a period of five (5) years from the date of the entry of this decree in the manufacture, sale or in any manner connected with any enterprise that sells adjustable beds or is in any way involved in the adjustable bed business.

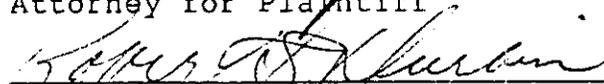
It is specifically found that if said Jerry Collie violates the terms of this non-compete provision of this decree, then Plaintiff may execute upon its judgment herein, and,

IT IS SO ORDERED, ADJUDGED AND DECREED.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
ROBERT H. TIPS  
Attorney for Plaintiff

  
ROBERT DURBIN  
Attorney for Defendants

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

FILED

APR -4 1986

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

SARAH L. KIGHTLINGER, individually )  
and as widow of JAMES MERLE )  
KIGHTLINGER, )

Plaintiff, )

vs. )

No. 85-C-481-C

T.K. INTERNATIONAL, INC., an )  
Oklahoma corporation, and PRATT & )  
WHITNEY DIVISION OF UNITED )  
TECHNOLOGIES CORPORATION, a )  
Delaware corporation, )

Defendants. )

ORDER

NOW on this 4 day of April, 1986, comes on to be heard the Stipulation of the parties that the above captioned action may be dismissed with prejudice. The Court, being well advised in the premises, finds that the settlement is in the best interest of the parties, that the District Court of Tulsa County, State of Oklahoma, has apportioned the settlement proceeds pursuant to Title 12 Oklahoma Statutes Section 1053, approved the attorneys' fees, costs, and expenses, and ordered payment of the settlement proceeds in accordance therewith, and the stipulation of the parties should be accepted and this action is dismissed with prejudice to the filing of another.

s/H DALE COOK  
JUDGE OF THE UNITED STATES DISTRICT  
COURT

CLR:gaw



Entered

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

FILED  
APR -4 1986

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

ROSE MARIE DASENBROCK, individually  
and as widow of JOHN HENRY  
DASENBROCK,

Plaintiff,

vs.

No. 85-C-482-C

T.K. INTERNATIONAL, INC., an  
Oklahoma corporation, and PRATT &  
WHITNEY DIVISION OF UNITED  
TECHNOLOGIES CORPORATION, a  
Delaware corporation,

Defendants.

ORDER

NOW on this 4<sup>th</sup> day of April, 1986, comes on to be heard the Stipulation of the parties that the above captioned action may be dismissed with prejudice. The Court, being well advised in the premises, finds that the settlement is in the best interest of the parties, that the District Court of Tulsa County, State of Oklahoma, has apportioned the settlement proceeds pursuant to Title 12 Oklahoma Statutes Section 1053, approved the attorneys' fees, costs, and expenses, and ordered payment of the settlement proceeds in accordance therewith, and the stipulation of the parties should be accepted and this action is dismissed with prejudice to the filing of another.

  
\_\_\_\_\_  
JUDGE OF THE UNITED STATES DISTRICT  
COURT

Entered

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

APR -4 1985

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

MICHAEL J. EAGAN and )  
PATRICIA EAGAN, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
THE COLONIAL BANK, a Missouri )  
State Banking corporation; )  
and NICK MIRANDA, an individual, )  
 )  
Defendants. )

No. 85-C-691 ✓  
Consol.  
85-C-539-B

O R D E R

This matter comes before the Court on the Motion to Dismiss pursuant to F.R.Civ.P. 12(b)(2) of Defendant Colonial Bank. For the reasons set forth below, the Motion to Dismiss is sustained.

This action arises out of a commercial transaction in which Plaintiffs bought a cashier's check from the First National Bank of Turley, Oklahoma, for payment of \$18,000 to Dale Cook. The check was subsequently cashed at the Colonial Bank in Des Peres, Missouri. The check was presented to the First National Bank of Turley ("First National") for payment on August 15, 1983. Plaintiffs contend that the check was not endorsed by Dale Cook when cashed by Colonial Bank ("Colonial"). Plaintiffs contend Dale Cook's signature was forged and the check was stamped "P.E.G." by Colonial meaning that prior endorsements were guaranteed. The check was then put through the normal bank collection process and returned to First National for payment. Plaintiffs have sued Colonial for reimbursement of their \$18,000, plus interest and costs.

Colonial has moved to dismiss the action against it on the grounds that this court lacks in personam jurisdiction over the defendant bank.

12 O.S. §2004(F) provides:

"A court of this state may exercise jurisdiction on any basis consistent with the Constitution of this state and the Constitution of the United States."

Due Process requires that in order to subject a non-resident defendant to a judgment in personam, he must have certain minimum contacts with the forum state such that maintenance of the suit does not offend "traditional notions of fair play and substantial justice." International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945); Acme Equipment v. Metro Auto Auction, 484 F.Supp. 219, 220-21 (W.D.Ok1. 1979). In making this determination, the court must consider the totality of the contacts. Hoster v. Monongahela Steel Corp., 492 F.Supp. 1249 (W.D.Ok1. 1980). See, Worldwide Volkswagen Corp. v. Woodson, 444 U.S. 286 (1980).

Plaintiffs contend that by transmitting the cashier's check through the bank collection process to the drawee bank in Oklahoma, Colonial established sufficient minimum contacts with Oklahoma to satisfy the due process requirements of in personam jurisdiction. Plaintiffs also contend that Colonial entered into Oklahoma to enforce its rights on the cashier's check, thereby invoking the benefits and protection of the laws of Oklahoma. The court is not persuaded by these arguments.

The record (briefs, affidavits and documentary evidence submitted in support of and opposition to the Motion for Summary Judgment) indicates that the Colonial Bank is located in Des Peres, Missouri. Colonial has no place of business in Oklahoma, it has no agents or employees in Oklahoma. Colonial is not authorized to do business in Oklahoma. Colonial's alleged "entry" into Oklahoma consisted of transmitting

the cashier's check through the bank collection process of presentment to First National in Turley. The issue, therefore, is whether by transmitting the cashier's check at issue here through the bank collection process, Colonial conducted business in Oklahoma or otherwise established sufficient minimum contacts with Oklahoma to meet the due process requirements of the United States Constitution and permit this court to exercise in personam jurisdiction over Colonial. In Froning & Deppe, Inc. v. Continental Illinois, Etc., 695 F.2d 289 (7th Cir. 1982), the court addressed a problem similar to that presented here. There, checks drawn on Continental Illinois Bank & Trust Co. were forged and cashed at South Story Bank & Trust in Slater, Iowa. South Story remitted the checks to its clearing-house bank, Valley National of Des Moines, Iowa, for collection and credit to Continental in Illinois. In a subsequent action in federal district court in Illinois, Valley National claimed against South Story for breach of warranty of good title and conversion under Iowa law. The district court dismissed the action against South Story on the grounds that assertion of personal jurisdiction would offend due process. That action was affirmed by the Seventh Circuit on appeal.

The Circuit Court agreed with the district court's conclusion that:

"[I]n view of the enormous volume of interstate check processing which every bank performs on a daily basis, it would be unreasonable to charge each bank with the knowledge that it may at any time be called to answer in the courts of any of the fifty states from which a check cashed by one of its customers originated."

Id. at 291. The court also cited with approval Leney v. Plum Grove Bank, 670 F.2d 878 (10th Cir. 1982). Although Leney involved a letter of credit issued by an Illinois bank for an Illinois customer, the

Tenth Circuit noted the similarity between a letter of credit and a cashier's check. Id. at 881. The court noted:

"[W]e believe it is unfair to burden an issuing bank with having to defend litigation over a letter of credit in any state in which the bank could reasonably expect the credit to be used."

Id.

Here, even though Colonial knew the cashier's check would ultimately be presented for payment to First National in Turley, the court believes that this is insufficient to establish the necessary minimum contacts with Oklahoma to permit in personam jurisdiction over Colonial. Mere passage of a check through the bank collection process does not constitute purposeful availment by the depositor's bank of the privilege of conducting activities within the forum. Dempster Plaza State Bank v. Federal Reserve Bank of San Francisco, Civ. No. 80-C-2611 (N.D.Ill. September 20, 1980). Under the circumstances, this court holds that Colonial's action in cashing the cashier's check and transmitting the check through the clearing process is not such that Colonial could reasonably anticipate being haled into court in Oklahoma. Nor did Colonial avail itself of the benefits of Oklahoma law by its actions. Finally, Colonial's acts do not constitute transacting business in Oklahoma. Therefore, there are insufficient contacts between Colonial and Oklahoma to meet the requirements of International Shoe. For this reason, the Motion to Dismiss must be sustained.

IT IS SO ORDERED, this 4 day of April, 1986.

  
\_\_\_\_\_  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

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

APR -4 1986

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

MICHAEL J. EAGAN and  
PATRICIA EAGAN,  
  
Plaintiffs,  
  
v.  
  
THE COLONIAL BANK, a Missouri  
State Banking corporation;  
and NICK MIRANDA, an individual,  
  
Defendants.

No. 85-C-691

*Consul*  
*85-C-539-B* ✓

C R D E R

This matter comes before the Court on the Motion to Dismiss pursuant to F.R.Civ.P. 12(b)(2) of Defendant Colonial Bank. For the reasons set forth below, the Motion to Dismiss is sustained.

This action arises out of a commercial transaction in which Plaintiffs bought a cashier's check from the First National Bank of Turley, Oklahoma, for payment of \$18,000 to Dale Cook. The check was subsequently cashed at the Colonial Bank in Des Peres, Missouri. The check was presented to the First National Bank of Turley ("First National") for payment on August 15, 1983. Plaintiffs contend that the check was not endorsed by Dale Cook when cashed by Colonial Bank ("Colonial"). Plaintiffs contend Dale Cook's signature was forged and the check was stamped "P.E.G." by Colonial meaning that prior endorsements were guaranteed. The check was then put through the normal bank collection process and returned to First National for payment. Plaintiffs have sued Colonial for reimbursement of their \$18,000, plus interest and costs.

Colonial has moved to dismiss the action against it on the grounds that this court lacks in personam jurisdiction over the defendant bank.

12 O.S. §2004(F) provides:

"A court of this state may exercise jurisdiction on any basis consistent with the Constitution of this state and the Constitution of the United States."

Due Process requires that in order to subject a non-resident defendant to a judgment in personam, he must have certain minimum contacts with the forum state such that maintenance of the suit does not offend "traditional notions of fair play and substantial justice." International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945); Acme Equipment v. Metro Auto Auction, 484 F.Supp. 219, 220-21 (W.D.Ok1. 1979). In making this determination, the court must consider the totality of the contacts. Hoster v. Monongahela Steel Corp., 492 F.Supp. 1249 (W.D.Ok1. 1980). See, Worldwide Volkswagen Corp. v. Woodson, 444 U.S. 286 (1980).

Plaintiffs contend that by transmitting the cashier's check through the bank collection process to the drawee bank in Oklahoma, Colonial established sufficient minimum contacts with Oklahoma to satisfy the due process requirements of in personam jurisdiction. Plaintiffs also contend that Colonial entered into Oklahoma to enforce its rights on the cashier's check, thereby invoking the benefits and protection of the laws of Oklahoma. The court is not persuaded by these arguments.

The record (briefs, affidavits and documentary evidence submitted in support of and opposition to the Motion for Summary Judgment) indicates that the Colonial Bank is located in Des Peres, Missouri. Colonial has no place of business in Oklahoma, it has no agents or employees in Oklahoma. Colonial is not authorized to do business in Oklahoma. Colonial's alleged "entry" into Oklahoma consisted of transmitting

the cashier's check through the bank collection process of presentment to First National in Turley. The issue, therefore, is whether by transmitting the cashier's check at issue here through the bank collection process, Colonial conducted business in Oklahoma or otherwise established sufficient minimum contacts with Oklahoma to meet the due process requirements of the United States Constitution and permit this court to exercise in personam jurisdiction over Colonial. In Froning & Deppe, Inc. v. Continental Illinois, Etc., 695 F.2d 289 (7th Cir. 1982), the court addressed a problem similar to that presented here. There, checks drawn on Continental Illinois Bank & Trust Co. were forged and cashed at South Story Bank & Trust in Slater, Iowa. South Story remitted the checks to its clearinghouse bank, Valley National of Des Moines, Iowa, for collection and credit to Continental in Illinois. In a subsequent action in federal district court in Illinois, Valley National claimed against South Story for breach of warranty of good title and conversion under Iowa law. The district court dismissed the action against South Story on the grounds that assertion of personal jurisdiction would offend due process. That action was affirmed by the Seventh Circuit on appeal.

The Circuit Court agreed with the district court's conclusion that:

"[I]n view of the enormous volume of interstate check processing which every bank performs on a daily basis, it would be unreasonable to charge each bank with the knowledge that it may at any time be called to answer in the courts of any of the fifty states from which a check cashed by one of its customers originated."

Id. at 291. The court also cited with approval Leney v. Plum Grove Bank, 670 F.2d 878 (10th Cir. 1982). Although Leney involved a letter of credit issued by an Illinois bank for an Illinois customer, the

Tenth Circuit noted the similarity between a letter of credit and a cashier's check. Id. at 881. The court noted:

"[W]e believe it is unfair to burden an issuing bank with having to defend litigation over a letter of credit in any state in which the bank could reasonably expect the credit to be used."

Id.

Here, even though Colonial knew the cashier's check would ultimately be presented for payment to First National in Turley, the court believes that this is insufficient to establish the necessary minimum contacts with Oklahoma to permit in personam jurisdiction over Colonial. Mere passage of a check through the bank collection process does not constitute purposeful availment by the depositor's bank of the privilege of conducting activities within the forum. Dempster Plaza State Bank v. Federal Reserve Bank of San Francisco, Civ. No. 80-C-2611 (N.D.Ill. September 20, 1980). Under the circumstances, this court holds that Colonial's action in cashing the cashier's check and transmitting the check through the clearing process is not such that Colonial could reasonably anticipate being haled into court in Oklahoma. Nor did Colonial avail itself of the benefits of Oklahoma law by its actions. Finally, Colonial's acts do not constitute transacting business in Oklahoma. Therefore, there are insufficient contacts between Colonial and Oklahoma to meet the requirements of International Shoe. For this reason, the Motion to Dismiss must be sustained.

IT IS SO ORDERED, this 4 day of April, 1986.

  
\_\_\_\_\_  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MICHAEL STEPHEN COPELAND; )  
 CONNIE SUE COPELAND; COUNTY )  
 TREASURER, Ottawa County, )  
 Oklahoma; and BOARD OF COUNTY )  
 COMMISSIONERS, Ottawa County, )  
 Oklahoma, )  
 )  
 Defendants. )

FILED

APR 4 1986

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

CIVIL ACTION NO. 85-C-1087-B

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 4th day of April, 1986. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney; the Defendants, Michael Stephen Copeland and Connie Sue Copeland, appearing not; the Defendants, County Treasurer of Ottawa County, Oklahoma, and Board of County Commissioners of Ottawa County, Oklahoma, appearing not.

The Court being fully advised and having examined the file herein finds that the Defendants, Michael Stephen Copeland and Connie Sue Copeland, acknowledged receipt of Summons and Complaint on January 6, 1986; the Defendant, County Treasurer, Ottawa County, Oklahoma, acknowledged receipt of Summons and Complaint on March 6, 1986; and the Defendant, Board of County Commissioners, Ottawa County, Oklahoma, acknowledged receipt of Summons and Complaint on December 16, 1985.

It appears that the Defendants, Michael Stephen Copeland and Connie Sue Copeland, have failed to answer and their default has been entered by the Clerk of this Court on February 24, 1986; that the Defendants, County Treasurer and Board of County Commissioners, Ottawa County, Oklahoma, have failed to answer and their default has been entered by the Clerk of this Court on April 1, 1986.

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

Lots 10 and 11 in Block 157 in the City of Miami, Ottawa County, Oklahoma, according to the Supplemental Plat thereof.

The Court further finds that on October 3, 1978, Michael Stephen Copeland and Connie Sue Copeland, husband and wife, executed and delivered to the United States of America on behalf of the Administrator of Veterans Affairs their promissory note in the amount of \$20,000.00, payable in monthly installments, with interest thereon at the rate of 9.5 percent per annum.

The Court further finds that as security for the payment of the above described note, Michael Stephen Copeland and Connie Sue Copeland executed and delivered to the United States of America on behalf of the Administrator of Veterans Affairs a real estate mortgage dated October 3, 1978, and recorded on

October 16, 1978, in Book 383, Page 745, in the records of Ottawa County, Oklahoma, covering the above described real property.

The Court further finds that the Defendants, Michael Stephen Copeland and Connie Sue Copeland, 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 Defendants, Michael Stephen Copeland and Connie Sue Copeland, are indebted to the Plaintiff in the principal sum of \$18,447.97, plus interest at the rate of 9.5 percent per annum from January 1, 1985 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Michael Stephen Copeland and Connie Sue Copeland, in the principal amount of \$18,447.97, plus interest at the rate of 9.5 percent per annum from January 1, 1985 until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, have no right,

title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants, Michael Stephen Copeland and Connie Sue Copeland to satisfy any money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment 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 the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

S/ THOMAS R. BRETT

---

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS  
United States Attorney

A handwritten signature in cursive script that reads "Phil Pinnell". The signature is written in dark ink and is positioned above a horizontal line.

PHIL PINNELL  
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CAROLYN S. HUMPHREY; )  
 COUNTY TREASURER, Craig )  
 County, Oklahoma; BOARD OF )  
 COUNTY COMMISSIONERS, Craig )  
 County, Oklahoma; MID AMERICA )  
 CONSTRUCTION and SUPPLY )  
 COMPANY; BRIERCROFT SERVICE )  
 CORPORATION, )  
 )  
 Defendants. )

**FILED**

APR 4 1986

*af*

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

CIVIL ACTION NO. 85-C-776-B ✓

AMENDED JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 4 day  
of April, 1986. The Plaintiff appears by Layn R.  
Phillips, United States Attorney for the Northern District of  
Oklahoma, through Phil Pinnell, Assistant United States Attorney;  
the Defendant Carolyn S. Humphrey appearing not, the Defendants  
County Treasurer of Craig County and Board of County  
Commissioners of Craig County appearing by their attorney of  
record David R. Poplin, Assistant District Attorney of Craig  
County, the Defendant Mid America Construction and Supply  
Company, appearing not, having previously filed its Disclaimer on  
August 23, 1985, disclaiming any right, title or interest in the  
real property involved in this action, and the Defendant,  
Briercroft Service Corporation, appearing not.

The Court being fully advised and having examined the  
file herein finds that the Defendant, Carolyn S. Humphrey,

acknowledged receipt of Summons and Complaint on August 29, 1985; the Defendant, Mid America Construction and Supply Company, acknowledged receipt of Summons and Complaint on August 20, 1985; the Defendant, Craig County Treasurer, acknowledged receipt of Summons and Complaint on August 20, 1985; the Defendant, Board of County Commissioners, Craig County, acknowledged receipt of Summons and Complaint on August 20, 1985; the Defendant, Briercroft Service Corporation, acknowledged receipt of service no later than February 11, 1986.

It appears that the Defendant, Carolyn S. Humphrey, has failed to answer and her default has been entered by the Clerk of this Court on December 6, 1985; that the Defendant, Mid America Construction and Supply Company, filed its Disclaimer on August 23, 1985, said Disclaimer being evidenced on the acknowledgment of receipt of Summons and Complaint by said Defendant; that the Defendants, County Treasurer of Craig County and Board of County Commissioners of Craig County, Oklahoma, filed their Answer on August 26, 1985; that the Defendant, Briercroft Service Corporation, has failed to answer and its default has been entered by the Clerk of this Court on March 5, 1986.

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

The Easterly 50 feet of Lots 11 and 12, in Block 23, in the City of Vinita, Oklahoma, according to the United States Government Survey thereof.

The Court further finds that on May 2, 1979, Carolyn S. Humphrey executed and delivered to the United States of America, acting through the Farmers Home Administration, her promissory note in the amount of \$20,000.00, payable in monthly installments, with interest thereon at the rate of 9 percent per annum.

The Court further finds that as security for the payment of the above described note, Carolyn S. Humphrey executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated May 2, 1979, and recorded on May 3, 1979, in Book 309, Page 457, in the records of Craig County, Oklahoma, covering the above described real property.

The Court further finds that the Defendant, Carolyn S. Humphrey, made default under the terms of the aforesaid promissory note and mortgage, by reason of her failure to make monthly installments due thereon, which default has continued and that by reason thereof the Defendant, Carolyn S. Humphrey, is indebted to the Plaintiff in the principal sum of \$19,131.49, plus accrued interest of \$3,171.40 as of December 26, 1985, plus interest thereafter at the rate of \$4.7174 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 Defendants, County Treasurer, Craig County, Oklahoma, and Board of County Commissioners, Craig County, Oklahoma, have a lien on the property which is the subject matter of this action by virtue of certain ad valorem taxes due and owing to Craig County in the amount of \$ 72.02. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Mid America Construction and Supply Company does not claim and does not have any right, title, or interest in the real property involved in this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Craig County, Oklahoma, and Board of County Commissioners, Craig County, Oklahoma, recover judgment in the amount of \$ 72.02 plus applicable penalties and the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Mid America Construction and Supply Company, has no right, title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Briercroft Service Corporation, has no right, title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against Defendants, Carolyn S. Humphrey, in the principal amount of \$19,131.49, plus

accrued interest of \$3,171.40 as of December 26, 1985, plus interest thereafter at the rate of \$4.7174 per day until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant to satisfy any 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 appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment to the Defendant, County Treasurer, Craig County, Oklahoma, and Board of Commissioners, Craig County, Oklahoma, in the amount of \$ 72.02, ad valorem taxes which are presently due and owing on said real property;

Third:

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

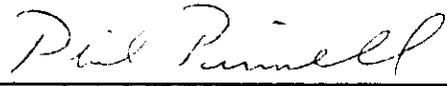
The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

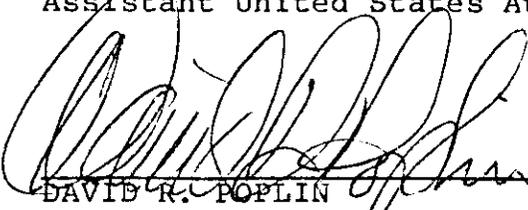
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above described real property, under and by virtue of this judgment and decree, the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right,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

  
UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS  
United States Attorney

  
PHIL PINNELL  
Assistant United States Attorney

  
DAVID R. POPLIN  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Craig County, Oklahoma

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

FILED

APR 4 1986

SUZANNE KAE BARMAN, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 PITNEY BOWES, INC., )  
 )  
 Defendant. )

Civil Action No.  
83-C-1016-E

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

DISMISSAL ORDER

Pursuant to the agreement and stipulation of the parties,  
the within action is dismissed with prejudice.

This the 3rd day of April, 1986.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

BULLOCK & BULLOCK

By

  
Louis W. Bullock  
320 South Boston, Suite 718  
Tulsa, Oklahoma 74103  
(918) 584-2001

Attorneys for Suzanne Kae Barman

NICHOLS, WOLFE, STAMPER,  
NALLY & FALLIS, INC.

By

  
T. Jay Thompson  
124 East Fourth Street, Suite 400  
Tulsa, Oklahoma 74103  
(918) 584-5182

Attorneys for Defendant  
Pitney Bowes, Inc.

**FILED**

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

APR 4 1986

CUTLERY WORLD CORPORATION, )  
an Illinois Corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
SOONER CUTLERY, INC., et al. )  
 )  
Defendants. )

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

No. 85-C-660-E

JUDGMENT

This matter comes before the Court pursuant to the Joint Stipulation for Judgment presented by the Plaintiff, Cutlery World Corporation, and Defendant Sooner Cutlery, Inc. Upon consideration of the Joint Stipulation, and for good cause shown, it is ORDERED

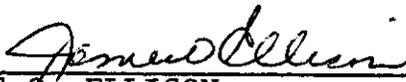
1. The Joint Stipulation for Judgment is approved in all respects;

2. The Cutlery World License Agreement ("Agreement"), dated the 15th day of July, 1984, between Plaintiff and Defendant, together with any and all rights of Defendant under that Agreement, is terminated;

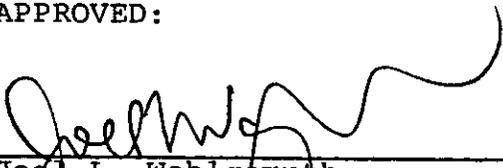
3. Judgment is hereby entered for Plaintiff and against Defendant in the amount of \$20,366.75 which amount is comprised of unpaid royalties and inventory purchases, together with interest thereon as provided by law until paid; and

4. Plaintiff is granted a judgment for the reasonable costs and expenses of this action, including a reasonable attorneys' fee, as provided by law and pursuant to paragraph 16 of the Agreement.

DATED this 3<sup>rd</sup> day of <sup>April</sup>~~March~~, 1986

  
\_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
\_\_\_\_\_  
Joel L. Wohlgemuth  
NORMAN, WOHLGEMUTH & THOMPSON  
909 Kennedy Building  
Tulsa, Oklahoma 74103  
(918) 58307571

Attorneys for Plaintiff,  
Cutlery World Corporation

  
\_\_\_\_\_  
Jesse J. Worten, III  
BREWER, WORTEN, ROBINETT,  
JOHNSON, WORTEN & KING  
P.O. Box 1066  
Bartlesville, OK 74005

Attorneys for Defendant,  
Sooner Cutlery World, Inc.

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

APR -8 1985

FORD MOTOR CREDIT COMPANY,  
a Delaware corporation,

Plaintiff,

vs.

THE COMMISSIONER OF THE  
INTERNAL REVENUE SERVICE,  
and OKLAHOMA TIRE CENTER,  
INC., an Oklahoma corporation,

Defendants.

No. 85-C-1132E

CLERK  
U.S. DISTRICT COURT

NOTICE OF DISMISSAL OF ACTION

TO: George Flippo  
FLIPPO & FLIPPO  
P. O. Box 4449  
Tulsa, Oklahoma 74159

PLEASE TAKE NOTICE that the above-entitled action is hereby  
dismissed with prejudice.

  
Thomas G. Marsh (OBA #5706)  
MARSH & ARMSTRONG  
808 ONEOK Plaza  
100 West Fifth  
Tulsa, Oklahoma 74103  
(918) 587-0141

Attorneys for Plaintiff, Ford  
Motor Credit Company

FILED

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

APR 3 1986

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

IN RE: )  
 )  
 HESTON OIL COMPANY, )  
 )  
 Debtor. )  
 )  
 HESTON OIL COMPANY, Debtor )  
 in Possession, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHANNA S. WELT, individually )  
 and as Trustee of the Johanna )  
 S. Welt Trust U/T/A 7/11/75, )  
 )  
 Defendant. )

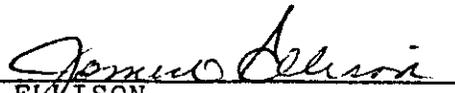
BANKRUPTCY NO. 83-00173  
Chapter 11

Adversary Proceeding  
No. 84-0391

Case No. 85-C-706-E

ORDER

NOW on this 2<sup>d</sup> day of April, 1986 comes on for hearing appellant's motion for leave to appeal and after reviewing said motion and the reasons in support stated therein this Court find that appellant's motion should be denied.

  
 \_\_\_\_\_  
 JAMES O. ELVISON  
 UNITED STATES DISTRICT JUDGE

United States District Court

APR 3 1986

FOR THE DISTRICT OF OREGON

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

UNITED STATES OF AMERICA

CIVIL ACTION FILE NO. 79-847

vs.

JUDGMENT

WAYNE L. BLISSIT

M-1271-BV

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, ROBERT M. CHRIST, Clerk of the United States District Court for the District of OREGON

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the above entitled action on March 6, 1980, as it appears of record in my office, and that

- no notice of appeal from the said judgment has been filed in my office and the time for appeal commenced to run on 3/6/80 upon the entry of the judgment.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said Court this 22nd day of January, 1986.

ROBERT M. CHRIST

By Maria Elena Ortega, Deputy Clerk

\* When no notice of appeal from the judgment has been filed, insert "no notice of appeal from the said judgment has been filed in my office and the time for appeal commenced to run on [insert date] upon the entry of [If no motion of the character described in Rule 73(a) F.R.C.P. was filed, here insert 'the judgment', otherwise describe the nature of the order from the entry of which time for appeal is computed under that rule.] If an appeal was taken, insert "a notice of appeal from the said judgment was filed in my office on [insert date] and the judgment was affirmed by mandate of the Court of Appeals issued [insert date]" or "a notice of appeal from the said judgment was filed in my office on [insert date] and the appeal was dismissed by the [insert 'Court of Appeals' or 'District Court'] on [insert date]", as the case may be.

RECEIVED

MAR 3 1980

CLERK, U.S. DISTRICT COURT  
DISTRICT OF OREGON

U. S. DISTRICT COURT,  
DISTRICT OF OREGON

FILED

MAR 6 1980

(A)

ROBERT M. CHRIST, CLERK

BY: *[Signature]* DEPUTY.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,

Plaintiff,

v.

WAYNE L. BLISSIT,

Defendant.

CIVIL NO. 79-847

J U D G M E N T

*ed 7, 1980*

It appearing from the record in this case that the default of the defendant has heretofore been entered, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiff recover of defendant the sum of \$621.60, with interest at the rate of nine percent per annum from this date, until paid, and all costs of this action.

DONE AND ORDERED this 6 day of March, 1980, at Portland, Oregon.

*[Signature]*  
Clerk, United States District Court,  
District of Oregon

PRESENTED BY:

SIDNEY I. LEZAK  
United States Attorney

*[Signature]*  
JACK G. COLLINS  
First Assistant U.S. Attorney  
Attorneys for Plaintiff  
United States of America

FILED

APR -3 1986

O.B.A. 5092

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

GREG LONG,	)	
	)	
Plaintiff,	)	
	)	
vs	)	
	)	
FARMERS INSURANCE GROUP, BILL	)	
GANN and DAVID JAN,	)	Case No.: 85 C-940 C
	)	
Defendants.	)	

ORDER OF DISMISSAL WITH PREJUDICE

ON THIS 2 day of April, 1986,  
the joint application of the plaintiff, Greg Long and the  
defendant, Farmers Insurance Group, for and an Order of Dismissal  
With Prejudice came on before the Court for hearing. The Court  
finds that the parties have settled all issues and that the case  
should be dismissed with prejudice to refiling.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the  
claims of Greg Long against Farmers Insurance Group are hereby  
dismissed with prejudice to refiling.

s/H. DALE COOK  
\_\_\_\_\_  
H. DALE COOK  
United States District Court  
Judge for the Northern  
District of Oklahoma

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

FILED

APR -3 1986

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

BRIAN MITCHELL,

Plaintiff,

v.

CITY OF SAPULPA, et al.,

Defendants.

No. 85-C-1004-C

ORDER

The Court has for consideration the Report and Recommendations of the Magistrate filed March 14, 1986 in which the Magistrate recommended that Defendant Ryker's Motion to Dismiss 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, the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that Defendant Ryker's Motion to Dismiss is hereby denied.

It is so Ordered this 2 day of <sup>April</sup> ~~March~~, 1986.

  
H. DALE COOK  
CHIEF JUDGE

Entered

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

FILED

APR -2 1986

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

JACK L. SMITH,  
Plaintiff,

v.

CITY OF CHELSEA, OKLAHOMA,  
a municipal corporation;  
MAYOR GUS ROBINSON; CITY  
COUNCILMEN DAVE WATSON,  
JOE CRUTCHFIELD and BILL BROCK;  
POLICE CHIEF SAM STINNETT;  
and JUDY BALL,

Defendants.

No. 85-C-953-B ✓

J U D G M E N T

This matter came before the Court on Defendant Judy Ball's Motion for Summary Judgment and the matter having been duly reviewed the Motion for Summary Judgment was sustained on March 27, 1986.

In keeping with that Order, IT IS HEREBY ORDERED AND ADJUDGED

that Summary Judgment is entered in favor of Defendant Judy Ball and against Plaintiff Jack L. Smith on Plaintiff's claim herein and that Plaintiff is to take nothing therefrom.

DATED this 2<sup>nd</sup> day of April, 1986.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

Entered

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

APR 1 1986

BRUCE C. HODGE, individually )  
and as next of kin of )  
MICHAEL KEITH HODGE, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
T.K. INTERNATIONAL, INC., an )  
Oklahoma corporation, and UNITED )  
TECHNOLOGIES CORPORATION, a )  
Delaware corporation, )  
 )  
Defendants. )

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

No. 85-C-838-<sup>C</sup><sub>E</sub>

ORDER

NOW on this 31 day of March, 1986, comes on to be heard the Stipulation of the parties that the above captioned action may be dismissed with prejudice. The Court, being well advised in the premises, finds that the settlement is in the best interest of the parties, that the District Court of Tulsa County, State of Oklahoma, has apportioned the settlement proceeds pursuant to Title 12 Oklahoma Statutes Section 1053, approved the attorneys' fees, costs, and expenses, and ordered payment of the settlement proceeds in accordance therewith, and the stipulation of the parties should be accepted and this action is dismissed with prejudice to the filing of another.

(Signed) H. Dale Cook

\_\_\_\_\_  
JUDGE OF THE UNITED STATES DISTRICT COURT

CLR:gaw

Entered

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

1986  
CLERK  
COURT

SYLVIA DOUGLAS JOHNSON LAWSON,  
individually and as next of kin  
of HAROLD DEVAIL JOHNSON,  
  
Plaintiff,

vs.

T.K. INTERNATIONAL, INC., an  
Oklahoma corporation, and UNITED  
TECHNOLOGIES CORPORATION, a  
Delaware corporation,  
  
Defendants.

No. 85-C-839-B<sup>c</sup>

ORDER

NOW on this 31 day of March, 1986, comes on to be heard the Stipulation of the parties that the above captioned action may be dismissed with prejudice. The Court, being well advised in the premises, finds that the settlement is in the best interest of the parties, that the District Court of Tulsa County, State of Oklahoma, has apportioned the settlement proceeds pursuant to Title 12 Oklahoma Statutes Section 1053, approved the attorneys' fees, costs, and expenses, and ordered payment of the settlement proceeds in accordance therewith, and the stipulation of the parties should be accepted and this action is dismissed with prejudice to the filing of another.

(Signed) H. Dale Cook

JUDGE OF THE UNITED STATES DISTRICT  
COURT

CLR:gaw

Entered

7240-001

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

1985-1-23

CLERK  
U.S. DISTRICT COURT

PETRO-RICH, INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 MANN INDUSTRIES, INC. )  
 )  
 Defendant. )

Civil Action No. 85-C-933-C

ORDER

Upon Plaintiff's Suggestion for Dismissal with Prejudice, the Court finding that Plaintiffs' claims have been satisfied,

IT IS HEREBY ORDERED that this case is dismissed with prejudice.

(Signed) H. Dale Cook

\_\_\_\_\_  
H. Dale Cook  
U.S. District Judge

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

FILED

APR 1 1986

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

LEISURE ESTATES, INC., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
MITSUBISHI AIRCRAFT )  
INTERNATIONAL, INC., )  
 )  
Defendant. )

No. 84 C 871 B ✓

ORDER OF DISMISSAL

On this 15<sup>th</sup> day of April, 1986, upon written application of the parties for an order of 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 the complaint with prejudice to any future action, and the Court having been fully advised in the premises finds that said complaint should be dismissed. 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 are hereby dismissed with prejudice to any further action.

  
\_\_\_\_\_  
THOMAS R. BRETT, JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

APR -1 1986

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF OKLAHOMA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ATLAS CABLE TELEVISION, INC.; )  
 WELCH STATE BANK; FIRST NATIONAL )  
 BANK AND TRUST COMPANY OF VINITA, )  
 OKLAHOMA; BOARD OF COUNTY )  
 COMMISSIONERS, OTTAWA COUNTY, )  
 OKLAHOMA; COUNTY TREASURER, OTTAWA )  
 COUNTY, OKLAHOMA; BOARD OF COUNTY )  
 COMMISSIONERS, MAYES COUNTY, )  
 OKLAHOMA; COUNTY TREASURER, MAYES )  
 COUNTY, OKLAHOMA, )  
 )  
 Defendants. )

CIVIL ACTION NO. 85-C-1081-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 31<sup>st</sup> day  
of March, 1986. 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 Defendant, Welch State Bank, appears by its attorney  
Coy D. Morrow; the Defendant, First National Bank and Trust  
Company of Vinita, Oklahoma, appears by its Executive Vice  
President and Trust Officer, Don Yarger; the Defendant, Atlas  
Cable Television, Inc., appears by its attorney James R.  
Meredith; the Defendants, Board of County Commissioners, Ottawa  
County, Oklahoma, and County Treasurer, Ottawa County, Oklahoma,  
appear by David L. Thompson, Assistant District Attorney; and the  
Defendants, Board of County Commissioners, Mayes County, Oklahoma,

and County Treasurer, Mayes County, Oklahoma, appear by Charles Ramsey, Assistant District Attorney.

The Court being fully advised and having examined the file herein finds that Defendant, Atlas Cable Television, Inc., acknowledged receipt of Summons and Complaint on December 16, 1985; that Defendant, First National Bank and Trust Company of Vinita, Oklahoma, acknowledged receipt of Summons and Complaint on December 11, 1985; that Defendant, Board of County Commissioners, Ottawa County, Oklahoma, acknowledged receipt of Summons and Complaint on December 16, 1985; that Defendant, County Treasurer, Ottawa County, Oklahoma, acknowledged receipt of Summons and Complaint on December 12, 1985; and that Defendant, Board of County Commissioners, Mayes County, Oklahoma, acknowledged receipt of Summons and Complaint on December 16, 1985.

It appears that the Defendant, Welch State Bank, filed its Answer and Cross-Claim herein on December 20, 1985; that the Defendant, First National Bank and Trust Company of Vinita, Oklahoma, filed its Disclaimer herein on December 23, 1985; that the Defendant, Board of County Commissioners, Ottawa County, Oklahoma, and County Treasurer, Ottawa County, Oklahoma, filed their Answer herein on January 24, 1986; that the Defendants, Board of County Commissioners, Mayes County, Oklahoma, and County Treasurer, Mayes County, Oklahoma, filed their Answer, Cross-Claim, and Cross-Petition herein on December 31, 1985; and that the Defendant, Atlas Cable Television, Inc., has not filed its Answer herein, but has agreed that judgment may be entered against it in the following particulars.

The Court further finds that this is a suit based upon a certain promissory note, and for foreclosure of a mortgage and security agreement upon the following described real and personal property located in Mayes County, Oklahoma, and Ottawa County, Oklahoma, within the Northern Judicial District of Oklahoma:

- (1) Lots 14, 15, and 16, in Block 83, in the Town of Afton, Ottawa County, Oklahoma, according to the recorded plat thereof;
- (2) A 99-year lease covering the following: Beginning at the center of Section 10, Township 23 North, Range 21 East, Mayes County, Oklahoma, thence West along the Half Section (1/2) Line of said Section 10 a distance of 910 feet to the point of the beginning thence westerly along said Half Section (1/2) Line of said Section 10 a distance of 200 feet; thence in a southerly direction perpendicular to said Half Section (1/2) Line of said Section 10 a distance of 200 feet; thence easterly on a line parallel with said Half Section (1/2) Line of said Section 10 a distance of 200 feet; thence northerly on a line perpendicular to said Half Section (1/2) Line of said Section 10 the distance of 200 feet to the point of beginning;
- (3) A Right of Way Easement covering the following: Beginning at the center of said Section 10; thence westerly along the half section line of said Section 10 to a point in said half section line where it intersects with the west right of way line of the county road now in existence and being approximately 210 feet west of the center of said section, said point being the point of beginning, thence westerly along said half section line a distance of 700 feet; thence south 30 feet, on a line perpendicular; thence easterly on a line parallel with the half section line of said Section 10 to a point where said line intersects with the

west right of way of the above described roadway said distance being approximately 700 feet; thence northerly a distance of 30 feet to the point of beginning; all in Section 10, Township 23 North, Range 21 East, Mayes County, Oklahoma.

- (4) All personal property of the Debtor whether now owned or hereafter acquired, including without limitation, all accounts, inventory, equipment, fixtures, motor vehicles, documents of title, chattel paper, general intangibles, instruments, documents, and all proceeds therefrom, replacements thereof, accessories and parts now or hereafter affixed thereto.

That on March 12, 1982, Atlas Cable Television, Inc., executed and delivered to Welch State Bank, its promissory note in the amount of \$1,008,000.00, payable in quarterly installments, with interest thereon at the rate of eighteen percent (18%) per annum.

On October 31, 1983, Atlas Cable Television, Inc., executed and delivered to Welch State Bank, an amendment to said promissory note, by which the terms of said promissory note with regard to the interest rate and installment payments were amended as set forth therein.

As security for the payment of the above-described note, Atlas Cable Television, Inc., executed and delivered to Welch State Bank, a mortgage dated March 12, 1982, covering the above-described real property. Said mortgage was recorded on May 22, 1985, in Ottawa County, Oklahoma, and Craig County, Oklahoma, and on May 23, 1985, in Delaware County, Oklahoma, and Mayes County, Oklahoma.

As further security for payment of the above-described note, Atlas Cable Television, Inc., executed and delivered to Welch State Bank an undated security agreement, covering the above-described personal property. This security agreement was recorded in Ottawa County, Oklahoma, and Craig County, Oklahoma, on May 22, 1985, and in Delaware County, Oklahoma, and Mayes County, Oklahoma, on May 23, 1985.

On January 12, 1982, Atlas Cable Television, Inc., Welch State Bank, and the Administrator of the Rural Electrification Administration executed a loan guarantee contract. Pursuant to this contract, the Administrator guaranteed payment of 90 percent of the above-described note, or \$907,200.00. Under the terms of the contract, the ultimate holder of the guaranteed portion of the above-described note could demand repurchase of the note from Welch State Bank, and if Welch State Bank refused to repurchase, then from the Administrator.

Welch State Bank assigned the guaranteed portion of the above-described note to R. J. Edwards, Inc., with the approval of the Administrator. Ultimately, the guaranteed portion of the note was assigned to Mid America Federal Savings and Loan Association of Columbus, Ohio.

On January 17, 1985, the Administrator received notice from Mid America Federal Savings and Loan Association that its demand of Welch State Bank to repurchase the guaranteed portion of the above-described note had been refused, and that it was demanding repurchase from the Administrator.

On February 15, 1985, the Administrator honored the repurchase demand of Mid America Federal Savings and Loan Association. As a result of this repurchase, the guaranteed portion of the above-described note was assigned to the Administrator.

Plaintiff is now the holder of 90 percent of the above-described note, and Defendant Welch State Bank is the holder of 10 percent of the note, with both parties being secured by the mortgage and security agreement described above.

The Court further finds that Defendant, Atlas Cable Television, Inc., made default under the terms of the aforesaid promissory note, mortgage, and security agreement by reason of its failure to make the quarterly installments due thereon within 60 days of their due dates since July 10, 1984, and further because Defendant, Atlas Cable Television, Inc., is insolvent, which default has continued, and that by reason thereof Defendant, Atlas Cable Television, Inc., is indebted to the Plaintiff in the principal sum of \$893,575.47 as of February 15, 1985, plus accrued interest of \$77,159.53 as of that date, plus interest thereafter as set forth in the note and amendment thereto 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, Welch State Bank, has a lien on the property which is the subject matter of this action by virtue of its 10 percent interest in the promissory note, mortgage, and security agreement described above. As a

result of the default of Atlas Cable Television, Inc., as set forth above, the Defendant, Atlas Cable Television, Inc., is indebted to the Defendant, Welch State Bank, in the principal sum of \$99,292.23 as of February 15, 1985, plus interest accrued and accruing as provided in the note and amendment thereto until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing. Said lien is equal in priority to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, County Treasurer, Mayes County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$ 0, plus applicable penalties and interest for the year of           . Said lien is superior to the interest of the Plaintiff, United States of America, and the Defendant, Welch State Bank.

The Court further finds that the Defendant, County Treasurer, Ottawa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$ 0, plus applicable penalties and interest for the year of 0. Said lien is superior to the interest of the Plaintiff, United States of America, and the Defendant, Welch State Bank.

The Court further finds that the Defendant, County Treasurer, Mayes County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of personal

property taxes in the amount of \$ 0 which became a lien on the property as of 0. Said lien is inferior to the interest of the Plaintiff, United States of America, and the Defendant, Welch State Bank.

The Court further finds that the Defendant, County Treasurer, Ottawa County, Oklahoma, has a lien on the property which is the subject matter of the action by virtue of personal property taxes in the amount of \$ 0 which became a lien on the property as of 0. Said lien is inferior to the interest of the Plaintiff, United States of America, and the Defendant, Welch State Bank.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against Defendant, Atlas Cable Television, Inc., in the principal sum of \$893,575.47 as of February 15, 1985, plus accrued interest of \$77,159.53 as of that date, plus interest thereafter as set forth in the note and amendment thereto until judgment, plus interest thereafter at the current legal rate of 7.06 percent per annum until paid, plus the costs of the action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Welch State Bank, have and recover judgment against Defendant, Atlas Cable Television, Inc., in the principal sum of \$99,292.23 as of February 15, 1985, plus interest accrued and accruing as provided in the note and amendment thereto until judgment, plus interest thereafter at the current legal rate of 7.06 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Mayes County, Oklahoma, have and recover judgment in the amount of \$ 0 plus applicable penalties and interest for ad valorem taxes for the year(s) of \_\_\_\_\_, and in the amount of \$ 0 for personal property taxes for the year(s) of \_\_\_\_\_, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Ottawa County, Oklahoma, have and recover judgment in the amount of \$ 0, plus applicable penalties and interest for ad valorem taxes for the year(s) of NA, and in the amount of \$ 0 for personal property taxes for the year(s) of NA, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendant, Atlas Cable Television, Inc., to satisfy the money judgment of the Plaintiff and the Defendant, Welch State Bank, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real and personal 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, and the Defendant, Welch State Bank, including the costs of the sale of said real property;

Second:

In payment of the Defendant, County Treasurer, Mayes County, Oklahoma, in the amount of \$ 0, plus applicable penalties and interest, and payment of the Defendant, County Treasurer, Ottawa County, Oklahoma, in the amount of \$ 0, plus applicable penalties and interest, ad valorem taxes which are presently due and owing on said real property;

Third:

In payment of the judgments rendered herein in favor of the Plaintiff and the Defendant, Welch State Bank;

Fourth:

In payment of the Defendant, County Treasurer, Mayes County, Oklahoma, in the amount of \$ 0, and payment of the Defendant, County Treasurer, Ottawa County, Oklahoma, in the amount of \$ 0, personal property taxes which are currently due and owing.

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 and personal

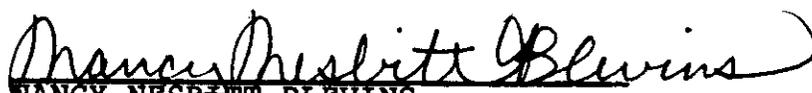
property, under and by virtue of this judgment and decree, all the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest, or claim in or to the subject real and personal property or any part hereof.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

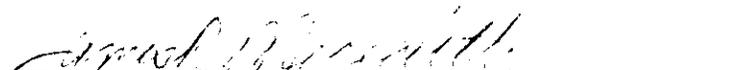
LAYN R. PHILLIPS  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

  
COY D. MORROW  
Attorney, Welch State Bank

  
CHARLES A. RAMSEY  
Assistant District Attorney  
Board of County Commissioners  
County Treasurer  
Mayes County, Oklahoma

  
DAVID L. THOMPSON  
Assistant District Attorney  
Board of County Commissioners  
County Treasurer  
Ottawa County, Oklahoma

  
JAMES R. MEREDITH  
Attorney, Atlas Cable Television, Inc.

  
E. D. RAUSS  
President, Atlas Telephone Co., Inc.

Entered

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

APR 1 1986

APR -1 1986

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

CLYDE WILLIAM JACOBS, a/k/a  
DAIMON C. JACOBS,

Plaintiff,

v.

DOCTORS' MEDICAL CENTER, INC.,  
an Oklahoma corporation; and  
AMERICAN MEDICAL INTERNATIONAL,  
d/b/a DOCTORS HOSPITAL,

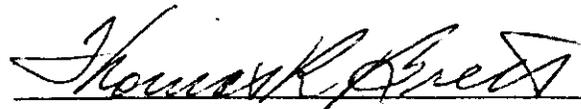
Defendants.

No. 85-C-91-B ✓

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of the defendants, Doctors' Medical Center, Inc., an Oklahoma corporation, and American Medical International, d/b/a Doctors Hospital, and against the plaintiff, Clyde William Jacobs, a/k/a Daimon C. Jacobs, on plaintiff's claim pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq, and the plaintiff's action against the defendants is hereby dismissed with costs assessed against the plaintiff. The parties are to pay their own respective attorneys fees.

DATED this 31<sup>st</sup> day of Mar., 1986.



THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

Entered

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

FILED

APR -1 1986

CLERK  
U.S. DISTRICT COURT

CLYDE WILLIAM JACOBS, a/k/a )  
DAIMON C. JACOBS, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
DOCTORS' MEDICAL CENTER, INC., )  
an Oklahoma corporation; and )  
AMERICAN MEDICAL INTERNATIONAL )  
d/b/a DOCTORS HOSPITAL, )  
 )  
Defendants. )

No. 85-C-91-B ✓

FINDINGS OF FACT  
AND  
CONCLUSIONS OF LAW

This case came on for trial to the Court sitting without a jury on Tuesday, March 4, 1986, and Wednesday, March 5, 1986. The plaintiff, Clyde William Jacobs, also known as Daimon C. Jacobs, brings this action alleging sexual discrimination in employment in June 1983, resulting in his demotion from full time relief nursing supervisor to staff nurse, and for retaliatory discharge from employment as a hospital nurse in April 1984, following the filing of an EEOC complaint, in violation of Title VII, 42 U.S.C. §2000(e) et seq.

After having considered the evidence presented, the arguments of counsel, and the applicable legal authority, the Court enters the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Plaintiff, Clyde William Jacobs, is a male citizen of the United States, a duly licensed registered nurse under the law of the State of Oklahoma, and a resident of Tulsa County, Oklahoma.

2. Defendant, Doctors Medical Center, Inc., is an Oklahoma corporation which owned and operated Doctors' Hospital prior to September 29, 1983, in Tulsa County, Oklahoma.

3. Defendant, AMISUB (Doctors' Hospital), Inc., is an Oklahoma corporation which acquired Doctors' Hospital on September 29, 1983, and continues to own and operate said hospital in Tulsa County, Oklahoma.

4. Defendant, Doctors' Medical Center, Inc., prior to September 29, 1983, and in connection with its ownership and operation of Doctors' Hospital, was an "employer" within the meaning of Title VII of the Civil Rights Act of 1964.

5. The Defendant, AMISUB, subsequent to September 29, 1983 and in connection with the ownership and operation of Doctors' Hospital, was and is an "employer" within the meaning of Title VII of the Civil Rights Act of 1964.

6. That Carol Jensen, acting Director of Nursing, Sharron Lott, Head Nurse, Pat Hubbard, Nursing Supervisor, and Darrell Wilson, Director of Personnel, at all times relevant to this litigation were agents, servants and employees of the Defendants and were acting in such capacity when Plaintiff was demoted and terminated.

7. The defendants are engaged in an industry affecting commerce.

8. Plaintiff, Jacobs, was at all times relevant to this litigation until his termination employed as a staff nurse or full time relief nursing supervisor by the Defendants.

9. Plaintiff was employed at Doctors' Hospital in the 1970s for a period of time as an LPN. Plaintiff performed satisfactorily as an LPN and his employment ended without incident.

10. Plaintiff was re-employed by Doctors' Medical Center, Inc., as a staff nurse on June 16, 1982, working in the intensive care unit. Plaintiff was selected over other female nurses who had also applied for staff nurse employment.

11. Plaintiff performed his duties as a staff nurse in ICU satisfactorily from June 16, 1982 through September 5, 1982, when he was promoted to full time relief supervisor on the 4 P.M. to 11 P.M. shift. Although plaintiff had only been a staff nurse with the hospital for approximately three months, the acting Director of Nursing approved the plaintiff's promotion to Nurse Relief Supervisor, believing he had the potential to properly perform in this supervisory role. Until the spring of 1983, plaintiff received satisfactory job performance evaluations. In the spring of 1983, complaints were made concerning plaintiff's performance in the area of lack of organizational skills, inability to project and communicate as a supervisor to the nursing staff under him, and failure to keep up the paper work the job required.

Nursing personnel complained that plaintiff, as a nurse supervisor, did not serve as a resource person because they had difficulty communicating with him.

Certain nursing supervisors did not like to take time off because when they returned they found too many unsolved problem areas in their absence, and rather chaotic circumstances, due to plaintiff's inability to perform as a supervisor. The various complaints were discussed with plaintiff in oral counseling sessions with little improvement.

12. On May 11, 1983 and May 13, 1983, acting Director Jensen and Supervisor Hubbard counseled with the plaintiff and then advised him on May 13, 1983 he was not performing properly as a Nursing Relief Supervisor and was going to be demoted to a staff nurse position. Plaintiff was informed a nurse supervisor had to be capable of serving as a resource person for nurses and a person to whom they looked for counsel and advice. It was discussed that because most nurse supervisors are females, they often project a "mother image." Such was used figuratively and not meant literally, that plaintiff could not qualify as a male as a nurse supervisor.

It was further discussed with plaintiff that since most nurses are females, it was understood why the plaintiff might have both perceived and found it difficult at times to function as a male in a largely female vocation. Carol Jensen and Pat Hubbard advised the plaintiff his demotion was not because of his sex. The plaintiff's complaint that he was introduced as the

"token male" is not supported by the evidence and because there were other male nurses on the staff.

13. The plaintiff's demotion resulted in a reduction in salary to \$11.02 per hour from \$11.65 per hour.

14. Carol Jensen, the acting Director of Nursing, gave the plaintiff the alternative commencing May 23, 1983, of serving as a staff nurse in the intensive care unit (ICU) or on Two East. The plaintiff selected the ICU assignment and proceeded with his work. The plaintiff waited for eight months, until February 10, 1984, before filing his sex discrimination claim with the Equal Employment Opportunity Commission ("EEOC") relative to the demotion in May 1983 as nursing relief supervisor.

15. Donna Wallace, R.N., was selected to replace plaintiff as the nursing relief supervisor. Donna Wallace's personnel evaluation had been slightly higher than that of the plaintiff.

16. The plaintiff was terminated in his employment at Doctors' Hospital in mid-April 1984, after several counseling sessions, some verbal and some documented in writing. Head Nurse Sharon Lott, Nurse Supervisor Pat Hubbard, and acting Director of Nursing Carol Jensen counseled with the plaintiff on various occasions. Ultimately, on April 11, 1984, Head Nurse Lott in the presence of Nurse Supervisor Hubbard advised the plaintiff she was recommending the plaintiff be terminated because of various recent instances of his violations of good nursing practices. These instances involved the plaintiff manually opening or pulling apart an abdominal incisional abscess without physician

supervision, having a patient to sit up that was admitted with a serious pulmonary condition while on the drug Dopamine without physician order, and the inappropriate use of a metal stylet on numerous occasions to clear an abdominal tube in violation of written hospital policy and manufacturer's instructions. The stylet was not to be reinserted or reused to clear obstructions in the abdominal tube because of the danger of organ perforation. Other less serious violations of good nursing care were also noted.

17. Head Nurse Lott did not have the authority to terminate the plaintiff on April 11, 1983, but she stated to the plaintiff she intended to recommend to acting Nurse Director Jensen that plaintiff be terminated. The plaintiff knew that the authority to terminate rested with the acting Director of Nursing but advised Head Nurse Lott that if her recommendation was going to be that he be terminated, that he was leaving employment at that time and did so. Head Nurse Lott advised the plaintiff that was his decision. When the plaintiff did not report for a period of three days following April 11, 1984, pursuant to hospital policy, the records reflected "self termination" due to the three-day unapproved absence. Acting Director of Nursing Jensen testified that she would have terminated the plaintiff based upon the recommendation of Head Nurse Lott anyway.

18. The plaintiff's claim that he was discharged from employment as a means of retaliating against him because of his filing an EEOC claim concerning his May 1983 demotion from Nurse

Relief Supervisor is not supported by the evidence. Head Nurse Lott's termination recommendation is supported by the various violations of good nursing practice by the plaintiff stated above.

19. The plaintiff filed a second complaint with the EEOC and the Oklahoma Human Rights Commission in May 1984, following his termination of employment with the hospital in April 1984. The plaintiff's claim herein was timely commenced following receipt of the notice of right to sue letter from the EEOC.

#### CONCLUSIONS OF LAW

1. The Court has jurisdiction over the parties and the subject matter herein pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.

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

3. The plaintiff has met the jurisdictional requirements for maintaining a lawsuit under Title VII by filing her charges of employment discrimination with the EEOC and thereafter timely filing the instant lawsuit.

4. The plaintiff established a prima facie case that he was demoted in May 1983 from Nurse Relief Supervisor to ICU staff nurse because of his male sex and that he was discharged in April 1984 by way of retaliation for his previously filing a charge of race discrimination in his demotion with the EEOC in February 1984.

5. The defendant, however, has fulfilled its requirement under McDonnell Douglas Corp. v. Green, 411 U.S. 792, 36 L.Ed.2d 668, 93 S.Ct. 1817 (1973) by articulating nondiscriminatory legitimate business justification for both the demotion of the plaintiff in May 1983 (Findings of Fact 12 and 13) and the termination of employment of the plaintiff in April 1984 (Findings of Fact 16 and 17).

6. The plaintiff has failed to carry his burden of demonstrating that the business justification articulated by the defendants as aforesaid herein was in reality a pretext for unlawful sex discrimination or retaliation. Texas Department of Community Affairs v. Burdine, 450 U.S. 248, 101 S.Ct. 1089, 67 L.Ed.2d 207 (1981).

7. The evidence herein has failed to establish that the defendant is legally liable to the plaintiff herein for back pay compensation and benefits arising from his demotion of May 1983 and/or his discharge from employment in April 1984, or that the plaintiff is entitled to the compensatory relief prayed for. Further, no injunctive relief is warranted herein.

8. A Judgment in keeping with these Findings of Fact and Conclusions of Law shall be entered this date.

ENTERED this 31<sup>st</sup> day of Mar., 1986.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

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

JOE RELLA LINCOLN-MERCURY, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JAMES BESS and DWAYNE HUTCHINS, )  
 )  
 Defendant. )

No. 85-C-630-B ✓

**FILED**

APR 1 1986 *af*

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

ORDER OF DISMISSAL

Upon Application of the Plaintiff, Joe Rella Lincoln-Mercury, it is ordered that the above-captioned case be dismissed with prejudice to its refiling, and that each party is to pay its own costs and attorney's fees as set forth in the Stipulation of Dismissal of Action filed herein.

*Thomas R. Brett*  
\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

*Entered*

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

GENE KENDEL BRISTOL and  
FERN BRISTOL,  
Plaintiffs,

vs.

FIBREBOARD CORP., et al,  
Defendants.

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)  
)

Case No. 84-C-714-BT

**FILED**

APR 1 1986

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

ADMINISTRATIVE CLOSING ORDER

Johns Manville Sales Corp., Unarco Industries, Inc. &  
Ryder Industries, Inc.  
The Defendants/ having filed its petition in bankruptcy and

these proceeding 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 proceed-  
ings for good cause shown for the entry of any stipulation or order,  
or for any other prupose required to obtain a final determination of  
the litigation.

IF, within 60 days of a final adjudication of the bankruptcy  
proceedings, the parties have not reopened for the purpose of obtain-  
ing a final determination herein, this action shall be deemed dismissed  
with prejudice.

IT IS SO ORDERED this 1st day of APRIL, 1986.

*Thomas R. Brett*  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE  
THOMAS R. BRETT

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

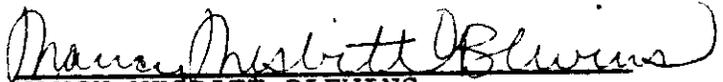
JAMES C. THOMAS, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 UNITED STATES DEPARTMENT )  
 OF JUSTICE, )  
 )  
 Defendant. ) CIVIL ACTION NO. 84-C-383-E

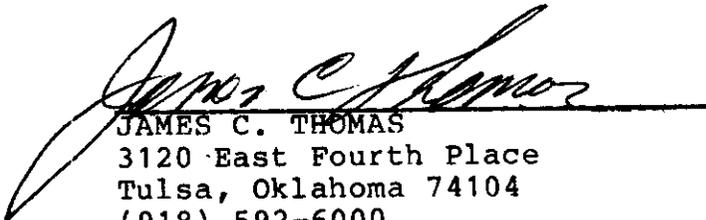
STIPULATION OF DISMISSAL

COME NOW the parties hereto, by their respective counsel, and hereby stipulate and agree that this matter is dismissed pursuant to Rule 41 of the Federal Rules of Civil Procedure, each party to bear its own costs and attorney fees.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney  
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Tulsa, Oklahoma 74103  
(918) 581-7463

  
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(918) 592-6000

Entered

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

FILED

APR -1 1986

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

ANNA M. MILLER, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 SECRETARY OF HEALTH AND HUMAN )  
 SERVICES, )  
 )  
 Defendant. )

No. 82-C-642-C

J U D G M E N T

This matter came on for consideration before the Court upon plaintiff's application for attorney fees. The issues having been duly considered and a decision having been duly rendered in accordance with the Order filed simultaneously herein,

IT IS SO ORDERED AND ADJUDGED that the plaintiff, Anna M. Miller, recover of the defendant, Secretary of Health and Human Services, the sum of \$1,479.50 as attorney fees.

IT IS SO ORDERED this 31 day of March, 1986.

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

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

IN THE MATTER OF THE TAX )  
INDEBTEDNESS OF LAWRENCE PEST )  
CONTROL, INC. ) No. M-1268-E

FILED

APR -1 1986

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

NOTICE OF DISMISSAL

COMES NOW the United States of America, by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, 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 1<sup>st</sup> day of April, 1986.

*Phil Pinnell*  
Assistant United States Attorney