

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

entered copy

UNIVERSAL UNDERWRITERS INSURANCE)
COMPANY,)

Plaintiff,)

vs.)

SHAWN RABY, JULIE GREGORY,)
CLARENCE ARNOLD, LINDA ARNOLD,)
individually and as guardian and)
next friend of CLARENCE ARNOLD,)
JR., MICHELLE ARNOLD, and JOANNA)
ARNOLD, and St. Francis Hospital,)
Inc.,)

Defendants.)

FILED
IN OPEN COURT

JUN 13 1986

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

Case No. 86-C-94-E

JUDGMENT

Pursuant to Joint Motion For Summary Judgment filed by all parties and pursuant to Stipulations and Application of Co-Defendants to Dismiss Without Prejudice Cross-Claims, the Court finds as follows:

1. That plaintiff had a policy of liability insurance No. 1-6810350, which was in full force and effect on September 14, 1985;

2. That on September 14, 1985, defendant, Shawn Raby, was operating a motorcycle covered by said policy of insurance; further, said defendant Raby was an insured under the terms of said policy;

3. That plaintiff has tendered into court for distribution among defendants, Bernice Gregory, individually and as mother and next friend of Julie Gregory, a minor, Clarence Arnold, and Linda Arnold, individually and as mother and next

friend of Clarence Arnold, Jr., Michelle Arnold, and Joanna Arnold, minors, its bodily injury liability policy limit of \$20,000.00.

4. That Bernice Gregory has been appointed Guardian Ad Litem for Julie Gregory, a minor, and that Linda Arnold has been appointed Guardian Ad Litem for Clarence Arnold, Jr., Michelle Arnold, and Joanna Arnold, minors.

5. That Defendant, St. Francis Hospital, Inc. is entitled to a lien in the sum of \$1,780.95 on the sum to which Clarence Arnold is entitled.

6. Bernice Gregory, individually and as mother and next friend of Julie Gregory, a minor, Clarence Arnold, and Linda Arnold, individually and as mother and next friend of Clarence Arnold, Jr., Michelle Arnold, and Joanna Arnold, minors, suffered injuries and damages as a result of said accident; that said defendants have entered into a stipulation whereby said \$20,000.00 is agreed to be distributed as follows:

- A. \$5,000.00 to Bernice Gregory, individually and as mother and next friend of Julie Gregory, a minor;
- B. \$3,030.00 to Clarence Arnold;
- C. \$1,200.00 to Linda Arnold, as mother and next friend of Michelle Arnold, a minor;
- D. \$1,200.00 to Linda Arnold, as mother and next friend of Clarence Arnold, Jr., a minor;
- E. \$1,200.00 to Linda Arnold as mother and next friend of Joanna Arnold, a minor;
- F. \$8,370.00 to Linda Arnold, individually.

7. That defendants, Gregory and Arnold, are entitled to disbursement of said \$20,000.00 as set out above; that further, said defendants' attorneys are entitled to attorney liens on their respective client's recoveries. That further, minors Clarence Arnold, Jr., Michelle Arnold, and Joanna Arnold will each receive less than \$1,000.00 after payment of attorney fees and medical bills, whereas minor Julie Gregory will receive the sum of \$3,000.00 after payment of attorney fees and medical bills, which sum shall be deposited in trust in the American National Bank and Trust of Sapulpa, Oklahoma until said minor reaches the age of eighteen (18) years.

8. That plaintiff is discharged from all liability for claims of bodily injury under the terms of said policy.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that defendant, Bernice Gregory, individually and as mother and next friend of Julie Gregory, a minor, be granted judgment in the amount of \$5,000.00, \$3,000.00 of which shall be deposited in trust in the American National Bank & Trust of Sapulpa, Oklahoma, until Julie Gregory reaches the age of eighteen (18).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Clarence Arnold be granted judgment in the amount of \$1,249.05.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Linda Arnold, as mother and next friend of Michelle Arnold, a minor, be granted judgment in the amount of \$1,200.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Linda Arnold, as mother and next friend of Clarence Arnold, Jr., a minor, be granted judgment in the amount of \$1,200.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Linda Arnold, as mother and next friend of Joanna Arnold, a minor, be granted judgment in the amount of \$1,200.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Linda Arnold, individually, be granted judgment in the amount of \$8,370.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that St. Francis Hospital, Inc., be granted judgment in the sum of \$1,780.95.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk disburse the sum of \$5,000.00 to Bernice Gregory, individually and as mother and next friend of Julie Gregory, a minor, and her attorney, John L. Harlan, jointly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk disburse the sum of \$1,249.05 to Clarence Arnold and his attorneys Seacat & Seacat, Thomas Stringer, and R. V. Funk, jointly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk disburse the sum of \$1,200.00 to Linda Arnold, as mother and next friend of Michelle Arnold, a minor, and her attorneys Seacat & Seacat, Thomas Stringer, and R. V. Funk, jointly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk disburse the sum of \$1,200.00 to Linda Arnold, as

mother and next friend of Clarence Arnold, Jr., a minor, and her attorneys Seacat & Seacat, Thomas Stringer, and R. V. Funk, jointly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk disburse the sum of \$1,200.00 to Linda Arnold, as mother and next friend of Joanna Arnold, a minor, and her attorneys Seacat & Seacat, Thomas Stringer, and R. V. Funk, jointly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk disburse the sum of \$8,370.00 to Linda Arnold, individually, and her attorneys Seacat & Seacat, Thomas Stringer, and R. V. Funk, jointly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk disburse the sum of \$1,780.95 to St. Francis Hospital, Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the respective Cross-Claims of the Defendants be dismissed without prejudice.

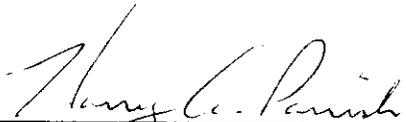
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff has paid into Court its bodily liability limit of coverage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon payment of said sums of the Court Clerk to said defendant judgment creditors, said judgments shall become fully satisfied, and the plaintiff and all defendants shall then be dismissed from further proceedings herein.

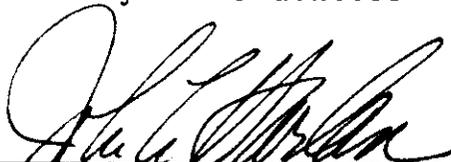
ENTERED this 13 day of June, 1986.

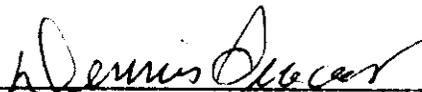

JAMES O. ELLISON
United States District Judge

APPROVED:


HARRY PARRISH
Attorney for Plaintiff

AMY KEMPFERT
Attorney for defendant,
St. Francis Hospital, Inc.


JOHN L. HARLAN
Attorney for defendant,
Bernice Gregory, indivi-
dually and as mother and
next friend of Julie
Gregory, a minor


DENNIS SEACAT
Attorney for all of the
Arnold defendants

DONALD CHURCH
Attorney for defendant,
Shawn Raby

FILED

JUN 13 1966

108

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

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

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Plaintiff,

vs.

DAVID ALAN ISELEY, RICHARD BRINTON
WILES, KIMBERLY ANN CLAPP, ESTATE OF
JASON MARSHALL, JEANNE H. WILES,
MR. TOM MARSHALL, MRS. TOM MARSHALL,
MR. KENNETH CLAPP and MRS. KENNETH
CLAPP,

Defendants,

MR. KENNETH CLAPP and MRS. KENNETH
CLAPP as Father and Mother and Next
Friend of KIMBERLY ANN CLAPP,

Cross-Plaintiffs,

vs.

RICHARD BRINTON WILES and his Mother,
JEANNE H. WILES; DAVID ALAN ISELEY
and his Father and Mother, MR. DAVID
ISELEY and MRS. DAVID ISELEY.

Cross-Defendants.

Case No. 85-C-901-B ✓

ORDER OF DISMISSAL

The parties having stipulated that there exists no controversy between State Farm Mutual Automobile Insurance Company and Richard Brinton Wiles and Jeannie H. Wiles, this cause is hereby dismissed as to Richard Brinton Wiles and Jeannie H. Wiles with prejudice.

Thomas R. Brett
THOMAS R. Brett

Judge of the District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 13 1986

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
G. W. BEAVER,)
)
Defendant.)

CIVIL ACTION NO. 86-C-328-E

NOTICE OF DISMISSAL

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

Dated this 13th day of June, 1986.

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 13th day of June, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: G. W. Beaver, 232 East 17th Street, Tulsa, Oklahoma 74119.

Nancy Nesbitt Blevins
Assistant United States Attorney

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

FILED

JUN 13 1986

Jack C. Silver Clerk
U. S. DISTRICT COURT

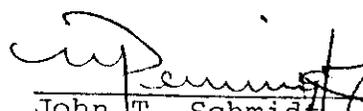
BUTTONWOOD PETROLEUM, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
ARKLA ENERGY RESOURCES, a)
division of ARKLA, INC., a)
Delaware corporation,)
)
Defendant.)

Case No. 85-C-618-E

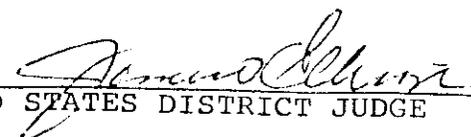
STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW Plaintiff Buttonwood Petroleum, Inc. and Defendant Arkla Energy Resources, a division of Arkla, Inc., both the parties which have appeared herein, and by and through their undersigned attorneys, stipulate pursuant to Fed. R. Civ. P. 41(a)(1)(ii) that Plaintiff's action in the above entitled and numbered case is hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.


Edmond Herschap, III
BARROW, GADDIS, GRIFFITH &
GRIMM
Attorneys for Plaintiff
Buttonwood Petroleum, Inc.


John T. Schmidt
Mark Pennington
HALL, ESTILL, HARDWICK, GABLE,
COLLINGSWORTH & NELSON, INC.
Attorneys for Defendant
Arkla Energy Resources, a division
of Arkla, Inc.

SO ORDERED, this 13th day of June, 1986.


UNITED STATES DISTRICT JUDGE

Entered

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

THE HARTFORD INSURANCE GROUP,)
a foreign insurance)
corporation,)
)
Plaintiff,)
)
vs.)
)
GORDON L. MUNDY and RANGER)
NATIONWIDE, INC., a foreign)
corporation,)
)
Defendants.)

Case No. 85-C-1022C

Notice of
DISMISSAL WITH PREJUDICE

Comes now the plaintiff, by and through its attorney, F. Michael McGranahan of Rogers, Honn & Associates, and dismisses the above entitled cause with prejudice to its right of filing any further action, all issues of law and fact having been fully compromised and settled.

F. Michael McGranahan

F. MICHAEL McGRANAHAN,
Attorney for Plaintiff

which provides that all state and federal officers shall be bound by an oath "to support this Constitution." See also, Bond v. Floyd, 385 U.S. 116,132 (1966) and Socialist Workers Party v. Hill, 483 F.2d 554, 556 (5th Cir. 1973).

The Court finds that the language contained in state statute, 51 O.S. §36.1, has specifically been held constitutional under First Amendment challenge, and hereby dismisses plaintiff's complaint. The Court therefore need not reach the merits contained in defendant's motion to dismiss.

WHEREFORE, premises considered, it is the Order of the Court that the motion to dismiss brought by the defendant is hereby granted for the reasons setforth above.

IT IS SO ORDERED this 13th day of June, 1986.



H. DALE COOK

Chief Judge, U.S. District Court

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

EDDIE MACK BROWN,)
)
 Plaintiff,)
)
 vs.)
)
 BURLINGTON NORTHERN RAILROAD)
 COMPANY,)
)
 Defendant.)

No. 84-C-725-B **FILED**

JUN 12 1986

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

ORDER DISMISSING CASE WITH PREJUDICE

Upon being advised that the issues in this case have been fully settled, and upon stipulation of the parties, plaintiff's cause of action is hereby ordered dismissed with prejudice.

Dated this 11 day of June, 1986.

S/ THOMAS R. BRETT

THOMAS R. BRETT
U. S. DISTRICT JUDGE

Entered

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

FILED

JUN 12 1986

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

JOHN ERNEST FISHER and
SUSAN RUTH FISHER,

Plaintiffs,

vs.

FIBREBOARD CORPORATION, et al.,

Defendants.

)
)
)
)
)
)
)
)
)
)
)

No. 85-C-751-B ✓

ORDER OF DISMISSAL

Now on this 11th day of June, 1986, the Court being advised that a compromise settlement having been reached between the plaintiffs and the named defendants, and those parties stipulating to a dismissal with prejudice, the Court orders that the captioned case be dismissed with prejudice as to OWENS-ILLINOIS, INC., OWENS-CORNING FIBERGLAS CORPORATION, FIBREBOARD CORPORATION, EAGLE-PICHER INDUSTRIES, INC., CELOTEX CORPORATION, KEENE CORPORATION, H.K. PORTER COMPANY, NATIONAL GYPSUM COMPANY, ROCK WOOL MANUFACTURING COMPANY, PITTSBURGH-CORNING CORPORATION, GAF CORPORATION and NICOLET INDUSTRIES, INC.

Thomas R. [Signature]
United States District Judge

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

LaMERE DAYSHONE LOVE,)
a/k/a MARCUS LOVE,)
)
Petitioner,)
)
v.)
)
JOHN MARKOWSKI, et al.,)
)
Respondents.)

12 1986

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

No. 85-C-488-B ✓

O R D E R

Comes now before the Court petitioner LaMere Dayshone Love's Application for a Writ of Habeas Corpus under 28 U.S.C. § 2254. Petitioner was convicted of manslaughter in the District Court of Wagoner County, Oklahoma, Case No. CRF-81-119, and was sentenced to 10 years imprisonment. His conviction was affirmed by the Oklahoma Court of Criminal Appeals, Case No. F-82-732.

Petitioner asserts two grounds upon which he seeks federal habeas relief. As his first ground Petitioner asserts that the trial court erred in giving the jury an instruction on manslaughter. Petitioner contends that by giving such an instruction, the court allowed the jury to convict him of a crime with which he was not charged. The Oklahoma Court of Criminal Appeals in Morgan v. State, 536 P.2d 952 (Okl. Crim. 1975) held that in every prosecution for murder wherein the evidence necessitates an instruction on self-defense, the trial court shall also instruct upon voluntary or heat of passion manslaughter as a lesser included offense. The Court further held that such lesser included offense instruction should be given even absent a request therefor, and in spite of any objection thereto.

Under Oklahoma law the trial court has the duty to determine whether the evidence adduced at trial justifies the submission of the case to the jury on the theory of murder or first degree manslaughter. See Jones v. State, 650 P.2d 892 (Okla. Crim. 1982).

At the trial of this matter Petitioner asserted that he shot the victim in self defense. At the close of the evidence the trial court determined that the jury should be instructed as to both murder and first degree manslaughter. In so doing, this court finds that the trial court acted properly. Morgan, 536 P.2d at 959. Having found no error in giving the manslaughter instruction, the Court finds that Petitioner is not entitled to habeas relief on the first ground raised in his petition.

As his next argument, Petitioner contends that he was unfairly prejudiced by the prosecutors remarks during closing argument. Petitioner does not specifically indicate what prosecutorial comments he refers to; instead, he directs the court's attention to Pages 263-266 of the trial transcript.

A prosecutor is entitled to draw reasonable inferences and conclusions from the evidence during his closing argument. Glidewell v. State, 626 P.2d 1351 (Okla. Cr. 1981); Williams v. State, 557 P.2d 920 (Okla. Cr. 1976). The Court has examined the prosecutor's closing argument in this case and finds that the statements made were conclusions drawn by the prosecutor from the evidence. Any prejudicial effect of such conclusions was cured by the trial judge's admonishment to the jury. Lotz v. Sacks, 292

F.2d 657 (6th Cir. 1961). The Court therefore finds that the prosecutor's statements did not render the trial constitutionally infirm such that habeas relief is warranted.

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

It is so Ordered this 11th day of June, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

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

PETROLEUM RESERVE CORPORATION,)
)
Plaintiff,)
)
vs.)
)
LINDA C. WEGER,)
)
Defendant.)

No. 85-C-597-B

FILED
JUN 12 1986
Jack C. Silver, Clerk
U. S. DISTRICT COURT

STIPULATION OF DISMISSAL WITH
PREJUDICE OF ALL CLAIMS

COME NOW the Plaintiff, Petroleum Reserve Corporation, and the Defendant, Linda C. Weger, by and through their attorneys of record herein, pursuant to Federal Rule of Civil Procedure 41(a)(1), and hereby jointly stipulate that all of Plaintiff's claims herein against Defendant and that all of Defendant's claims herein against Plaintiff are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees incurred herein.

DATED this 11th day of June, 1986.

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

By Richard H. Foster
Richard H. Foster
Kathy R. Neal
1000 Atlas Life Building
Tulsa, Oklahoma 74103
(918) 582-1211

Attorneys for Plaintiff,
Petroleum Reserve Corporation

JONES, GIVENS, GOTCHER,
DOYLE & BOGAN, INC.

By James E. Weger
James E. Weger
201 West 5th Street
Tulsa, Oklahoma 74103
(918) 581-8200

Attorneys for Defendant,
Linda C. Weger

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
JUN 19 1986
86-C-575 E

UNITED STATES OF AMERICA,
Plaintiff,
vs.
BARTLESVILLE INVESTMENT
CORPORATION,
Defendant.

PAUL C. BRIDGES, CLERK
U.S. DISTRICT COURT

Civil Action No.

CONSENT JUDGMENT

Pursuant to the Stipulation of Settlement of the parties herein it is,

ORDERED, ADJUDGED AND DECREED THAT:

Judgment is hereby entered in favor of plaintiff, United States of America, against defendant, Bartlesville Investment Corporation, in the sum of One Million Seven Hundred and Fifty-three Thousand, Five Hundred and Three Dollars and Sixty-eight Cents (\$1,753,503.68), One Million Seven Hundred and Ten Thousand Dollars (\$1,710,000), representing the principal balance of BIC's indebtedness to SBA and Forty-three Thousand, Five Hundred and Three Dollars and Sixty-eight Cents (\$43,503.68) representing accrued pre-judgment interest as of June 4, 1986, plus pre-judgment interest to the date of entry of this judgment at a combined daily rate of Three Hundred Fifty-five Dollars and Thirty-seven Cents (\$355.37), together with post-judgment interest.

DATED:
Tulsa, Oklahoma

S/ JAMES O. ELLISON
United States District Judge

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 12 1986

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 GARY F. STACY,)
)
 Defendant.)

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

CIVIL ACTION NO. 86-C-70-B

ADMINISTRATIVE CLOSING ORDER

The Defendant Gary F. Stacy having announced his intent to appeal from Plaintiff's denial of his request for waiver of overpayment due to mitigating circumstances, 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 sixty (60) days of the decision on appeal from the waiver determination, 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 11 day of June, 1986.

S/ THOMAS R. BRETT

THOMAS R. BRETT
United States District Judge

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

Entered

UDA #10701

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

ADVANCE MACHINERY COMPANY,)	
)	
Plaintiff,)	
)	
vs.)	No. 86-C-202-B
)	
WESLEY W. KARNA,)	
)	
Defendant.)	

JUN 11 1986

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

JUDGMENT BY DEFAULT

This matter comes on before me, the undersigned Judge, for hearing this 11th day of June, 1986, upon Plaintiff's Motion for Default Judgment filed herein, upon the grounds that the Defendant has failed to answer or otherwise plead to the Complaint filed herein, as required by law.

The Court finds that the Defendant, Wesley W. Karna, was duly served with Summons in this case as an individual, on the 9th day of May, 1986, and is wholly in default herein and that the Plaintiff should have judgment as prayed for in its Complaint filed herein against Wesley W. Karna, for all debts.

The Court finds that the Plaintiff, Advance Machinery Company, is entitled to attorney's fees in the amount of \$1,772.90, as allowed in 12 O.S. §936.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff be, and is hereby, awarded a judgment of and from said Defendant, Wesley W. Karna, in the principal sum of \$21,180.36,

together with interest thereon at the rate of 14.25% from July 8, 1984, and post judgment interest from the date of judgment until paid in full, plus attorney's fees in the amount of \$1,772.90, and the costs of this action that have accrued and will continue to accrue.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

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

JET-LUBE, INC., a Nevada)
corporation,)
)
Plaintiff,)
)
vs.)
)
FRANKLIN SUPPLY COMPANY,)
an Oklahoma corporation,)
)
Defendant.)

No. 86-C-441-B

FILED
JUN 24 1986
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

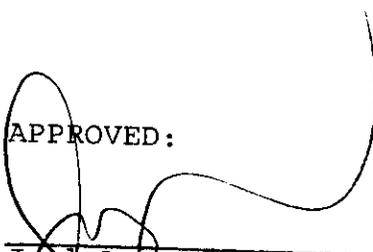
Judgment is hereby entered in favor of the Plaintiff, Jet-Lube, Inc., and against the Defendant, Franklin Supply Company, in the amount of \$35,229.92, plus post-judgment interest accruing at the statutory rate until paid, a reasonable attorneys' fee which shall be fixed upon application to the Court, and the Plaintiff's costs of this action.

DATED this 11th day of June, 1986.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED:


Joel L. Wohlgemuth
NORMAN, WOHLGEMUTH & THOMPSON
909 Kennedy Building
Tulsa, Oklahoma 74103
(918) 583-7571

Attorney for Plaintiff
Jet-Lube, Inc.

Neal Tomlins

Neal Tomlins
HOLLIMAN, LANGHOLZ, RUNNELS &
DORWART
Suite 700
10 E. 3rd Street
Tulsa, OK 74103
(918) 584-1471

Attorney for Defendant,
Franklin Supply Company

James D. Dumas, for the principal sum of \$488.30, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from June 25, 1984 until judgment, plus interest thereafter at the current legal rate of 7.03 percent per annum until paid, plus costs of this action.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

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

FILED

JUN 11 1986

JOHN W. BURKDOLL,)
)
 Plaintiff,)
)
 vs.)
)
 TRANS-TEXAS GAS COMPANY,)
)
 Defendant.)

U.S. DISTRICT COURT

No. 86-C-23-E

AMENDED JOURNAL ENTRY OF JUDGMENT

Upon application of the Plaintiff, judgment was entered by default by this Court on the 2nd day of June, 1986 against said Defendant on Plaintiff's First Cause of Action for cancellation of instrument and on Plaintiff's Second Cause of Action for suit on Promissory Note. This Court found that Defendant, Trans-Texas Gas Company, having been regularly served with Summons and Complaint failed to plead or otherwise defend, the legal time for pleading or otherwise defending expired and the default of the Defendant, Trans-Texas Gas Company, had been duly entered according to law. Now, upon application of the Plaintiff to amend the Journal Entry of Judgment entered June 2, 1986, the Court finds the amendment should be granted and an amended journal entry of judgment entered as follows:

WHEREFORE, by virtue of the law and by reason of the above premises, the Court finds as follows:

1. This Court has jurisdiction over the parties in the subject matter pursuant to 28 U.S.C §1332 as diversity exists between the Plaintiff, a resident of Ottawa County, Kansas, and

3. The release of mortgage has not been filed as of this date in the records of the County Clerk of Okmulgee County, Oklahoma.

4. The Promissory Notes for which the mortgage was given security are in default and Plaintiff is entitled to judgment against Defendant in the amount of \$358,381.06, together with interest thereon at the legal rate from and after May 20, 1986, together with costs and a reasonable attorney's fee.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment be entered for Plaintiff and against Defendant on Plaintiff's First Cause of Action and that the Release of Mortgage on the pipeline and easement obtained by Defendant, Trans-Texas Gas Company is cancelled, set aside and held for naught.

IT IS THE FURTHER Order of this Court that this Judgment be indexed in the records of the County Clerk of Okmulgee County, Oklahoma on the properties as set forth above and upon said filing shall provide notice to the world that the release is cancelled, void and of no affect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered for Plaintiff as against Defendant on the Promissory Notes in the amount of \$358,381.06, together with interest thereon at the legal rate of interest from and after

the Defendant, Trans-Texas Gas Company, an Oklahoma corporation with its principal place of business in Sapulpa, Oklahoma, and the amount in controversy, exclusive of interest and costs, exceeding \$10,000.00. Venue is proper in this district pursuant to 28 U.S.C. §1391(c) as the Defendant is incorporated and doing business within this district and the transactions giving rise to the cause of action occurred within the Northern District of Oklahoma.

2. On or about the 7th day of October, 1985, Trans-Texas Gas Company executed a mortgage on a pipeline and pipeline easement to Plaintiff as mortgagor to secure payment of certain Promissory Notes from Lloyd Burkdoll and Flossie Burkdoll to Plaintiff, the proceeds of which were used by and for the benefit of the Defendant. The mortgage duly recorded at Book 1368, Pages 604 and 605, in the records of the Okmulgee County Clerk covers the pipeline right of way and all personal property used or associated therewith covering mortgagors pipeline and easement upon the following described property, to-wit:

Sections 1, 2, 3, 10, 11 and 12, Township 15 North, Range 13 East; Section 11, Township 15 North, Range 13 East; Sections 6, 7 and 8, Township 15 North, Range 14 East; Sections 31 and 32, Township 16 North, Range 14 East; and Sections 26, 35 and 36, Township 16 North, Range 13 East, situated in Okmulgee County, Oklahoma.

3. On or about the 14th day of December, 1985, Trans-Texas, acting through its officers and agents, and through the exercise of undue influence obtained without consideration a release of the mortgage.

May 20, 1986, together with the award of all costs incurred in this action, and a reasonable attorney's fee to be determined upon application of Plaintiff.

JUDGEMENT rendered this 11th day of June, 1986.

S/ JAMES O. ELLISON

Judge of the United States
District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CAROL A. LAMBERT,

Defendant.

FILED

JUN 11 1986

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

CIVIL ACTION NO. 86-C-58-C

DEFAULT JUDGMENT

This matter comes on for consideration this 10 day of ~~May~~ ^{June}, 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, Carol A. Lambert, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Carol A. Lambert, was served with Summons and Complaint on April 9, 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,

Carol A. Lambert, for the principal sum of \$1,949.62, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.67 per month from July 18, 1985 until judgment, plus interest thereafter at the current legal rate of 203 percent per annum until paid, plus costs of this action.

~~UNITED STATES DISTRICT JUDGE~~

APPROVALS:

GREGORY NELLIS

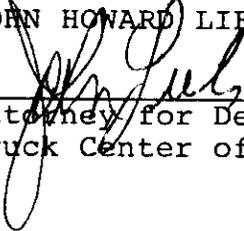
Attorney for Plaintiff,
Lester Waddell

EUGENE ROBINSON



Attorney for Plaintiff,
CNA Insurance Company

JOHN HOWARD LIEBER



Attorney for Defendant,
Truck Center of Tulsa

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court that the Complaints and all causes of action of the Plaintiffs, Frances O'Dell and Billy O'Dell, against the Defendant, Community Bank & Trust Company be and the same hereby are dismissed with prejudice to any future action.

S/ JAMES O. ELISON

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

APPROVALS:

ROBERT D. NEILSON

Robert D. Neilson
Attorney for the Plaintiffs

ALFRED B. KNIGHT

By: *Alfred B. Knight*
Attorney for the Defendant

Entered

FILED

IN THE UNITED STATES DISTRICT COURT FOR

THE NORTHERN DISTRICT OF OKLAHOMA 1986

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

LUCILLE ELLEDGE,)
)
 Plaintiff,)
)
 vs.)
)
 WILLIAM F. PROBST; DOUGLAS G.)
 HAUNSCHILD; PETRON EXPLORATION,)
 INC., d/b/a PETRON EXPLORATION)
 DEVELOPMENT COMPANY, INC.;)
 STEVE R. RIFF; VICTORY NATIONAL)
 BANK; STONEMARK INTERNATIONAL)
 LTD.; and ALEXCO MORTGAGE)
 COMPANY,)
)
 Defendants.)

No. C-85-836-E

Consolidated for Discovery
with C-85-1071-E

ORDER OF DISMISSAL

NOW on this 10th day of June, 1986, upon the Joint Motion for Order of Dismissal of Plaintiff and Defendant, William F. Probst, the Court, being fully advised, finds that for good cause shown this matter should be dismissed with prejudice to the refiling of the same.

IT IS THEREFORE ORDERED that Plaintiff's claims against Defendant, William F. Probst, be and are hereby dismissed with prejudice to the refiling of the same.

S/ JAMES C. HILSON

United States District Judge

Entered

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

FILED

JUN 11 1986

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

JIM LUTHI and NEVA LUTHI,)
Husband and Wife; JIM LUTHI,)
TRUST, JIM OR NEVA LUTHI TRUST;)
DICK LUTHI, TRUSTEE and)
JIMMIE THURMOND, TRUSTEE,)
Plaintiffs,)

vs.)

NO. C-85-1071-E

WILLIAM F. PROBST; DOUGLAS G.)
HAUNSCHILD; PETRON EXPLORATION,)
INC., d/b/a PETRON EXPLORATION)
DEVELOPMENT COMPANY, INC.,)
STEVE R. RIFF; VICTORY NATIONAL)
BANK; STONEMARK INTERNATIONAL)
LTD.,)
Defendants.)

ORDER OF DISMISSAL

NOW on this 10th day of June, 1986, upon the Joint Motion for Order of Dismissal of Plaintiffs and Defendant, William F. Probst, the Court, being fully advised, finds that for good cause shown this matter should be dismissed with prejudice to the refiling of the same.

IT IS THEREFORE ORDERED that Plaintiffs' claims against Defendant, William F. Probst, be and are hereby dismissed with prejudice to the refiling of the same.

S/ JAMES O. ELLISON
United States District Judge

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

FILED

JUN 11 1986

AETNA HEALTH CARE SYSTEMS,
INC., a Connecticut
Corporation

Plaintiff,

vs.

HEALTH CARE CHOICE, INC.,
an Oklahoma Corporation, and
OSTEOPATHIC HOSPITAL FOUNDERS
ASSOCIATION, an Oklahoma
Corporation,

Defendants.

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

Case No. 84-C-642-E

JOURNAL ENTRY OF JUDGMENT
AND
PERMANENT INJUNCTION

The Court, in accordance with the findings of fact and conclusions of law entered in the above-styled case on May 15, 1986, enters the following judgment and permanent injunction:

1. Defendants, their Officers, Directors, Agents, Employees Privies and Subsidiaries and all of those acting in concert with them, are hereby permanently enjoined from using the mark or word "CHOICE", or any colorable imitation thereof or anything confusingly similar thereto in any way likely to cause confusion with the Plaintiff's "CHOICE" service marks, including, but not limited to, using the mark or word "CHOICE" as part of the name of the Defendants' health care plan. The above shall not preclude Defendants from using the word

"choice", with lower case letters as a descriptive noun or adjective, in its promotional literature such that it will not be confused as a trademark, service mark, or tradename. The above, notwithstanding, Defendants shall be given ninety (90) days from the entry of this judgment to dispose of all existing literature bearing the name "HEALTH CARE CHOICE" or using the mark "CHOICE" as a part of Defendants' health care plan that would be confusingly similar to Plaintiff's use of "CHOICE".

2. An award of damages under 15 U.S.C. §1117 is hereby entered against the Defendants jointly and severally and in favor of the Plaintiff in the amount of \$12,500.00 to compensate for the damages sustained by Plaintiff, which amount is to be trebled for a total of \$37,500.00.
3. An award of Plaintiff's reasonable attorneys' fees and costs of this suit is hereby entered under 15 U.S.C. §1117 against the Defendants jointly and severally and in favor of the Plaintiff. The parties are directed to confer concerning the amount of Plaintiff's reasonable attorneys' fees and costs and to reach agreement, if

possible, by June 15, 1986. If no agreement is reached
a hearing will be held to determine this amount.

DATED this 6TH day of June, 1986.



JAMES C. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

JUN 10 1986

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

WAYNE DARRELL ZANG,)
)
 Appellant,)
)
 vs.)
)
 MICHAEL H. FREEMAN, Trustee,)
)
 Appellee.)

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

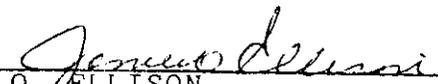
No. 82-00962
No. 84-C-669-E
84-C-806-E

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 Appellant Wayne Darrell Zang take nothing from the Appellee Michael H. Freeman, that the action be dismissed on the merits, and that the Appellee Michael H. Freeman recover of the Appellant Wayne Darrell Zang his costs of action.

DATED at Tulsa, Oklahoma this 9th day of June, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

FILED

JUL 10 1986

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

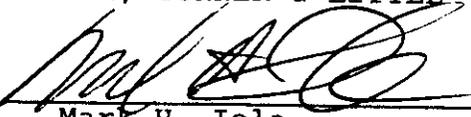
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JOHN ERNEST FISHER and)	
SUSAN RUTH FISHER,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
FIBREBOARD CORPORATION,)	
et al.,)	
)	
Defendants.)	No. 85-C-751-B

JOINT STIPULATION OF DISMISSAL
WITH PREJUDICE OF DEFENDANT
COMBUSTION ENGINEERING, INC.

Come now the plaintiffs and defendant Combustion Engineer-
ing, Inc., and show to the Court that they have compromised
and settled all issues in the case and therefore jointly
stipulate and agree that plaintiffs' causes be and the same
are dismissed with prejudice.

UNGERMAN, CONNER & LITTLE

By 
Mark H. Iola
P. O. Box 2099
Tulsa, OK 74101

ATTORNEYS FOR PLAINTIFFS

FELDMAN, HALL, FRANDEN,
WOODARD & FARRIS

By 
Wm. S. Hall
816 Enterprise Building
522 South Boston
Tulsa, OK 74103-4609

ATTORNEYS FOR DEFENDANT
COMBUSTION ENGINEERING, INC.

CERTIFICATE OF MAILING

This is to certify that on the 10 day of ^{JUN?}~~May~~, 1986,
a true and correct copy of the foregoing Stipulation was
mailed, postage prepaid, to all counsel of record.



Wm. S. Hall

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OKLAHOMA

FILED

JUN 10 1995

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

WESLEY R. MCKINNEY,
Plaintiff,

v.

THE HONORABLE MICKEY D. WILSON,
United States Bankruptcy Judge,
Defendant.

NOTICE OF DISMISSAL

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure the Plaintiff, Wesley R. McKinney (hereafter "McKinney"), hereby notifies all parties that by this Notice, McKinney is dismissing the above-captioned action.

J. BRUNE & ASSOCIATES, INC.

By 
Judith S. Brune
1751 East 71st Street
Tulsa, Oklahoma 74136
918/492-2977

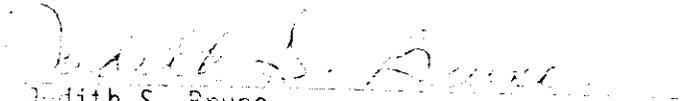
Attorneys for Wesley R. McKinney

UNITED STATES DISTRICT COURT

14.
I, Judith S. Brune, hereby certify that on this 14th day of June, 1986, I
did file for entry of the above and foregoing instrument to be filed
in:

The Honorable Mickey D. Wilson
United States District Judge
333 West Fourth Street
Tulsa, Oklahoma 74103

Layn R. Phillips
United States District Attorney
333 West Fourth Street
Tulsa, Oklahoma 74103


Judith S. Brune

FILED

JUN 10 1986

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

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

WAYNE DARRELL ZANG,)
)
 Appellant,)
)
 vs.)
)
 MICHAEL H. FREEMAN, Trustee,)
)
 Appellee.)

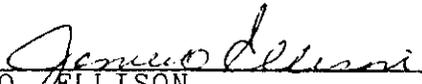
No. 82-00962
No. 84-C-669-E
84-C-806-E

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 Appellant Wayne Darrell Zang take nothing from the Appellee Michael H. Freeman, that the action be dismissed on the merits, and that the Appellee Michael H. Freeman recover of the Appellant Wayne Darrell Zang his costs of action.

DATED at Tulsa, Oklahoma this 9th day of June, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

VICTOR MANUEL VASQUEZ,)
)
 Plaintiff,)
)
 vs.)
)
)
 HAROLD ADAIR, indiviudually, and)
 as a police officer of the City)
 of Tulsa; HARRY STEGE,)
 individually and as former police)
 chief of the City of Tulsa;)
 and the CITY OF TULSA, a)
 municipal corporation,)
)
 Defendants.)

E I L E D

JUN 10 1986

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

No. 85-C-156-E

CONSENT DECREE

Plaintiff Victor Manuel Vasquez filed complaint herein on February 19, 1985, alleging violations of his civil rights, presenting pendent tort claim issues, and seeking compensatory damages, punitive damages and attorney fees. Plaintiff, by and through his attorney of record, Harold Charney, and the defendants, by and through their attorney, David L. Pauling, have each consented to the making and the entry of this consent decree, without trial and without adjudication of any issue of fact or law arising herein, and the court, having considered the matter and being duly advised, orders, adjudges and decrees as follows:

1. This court has jurisdiction over the subject matter of this action and the parties hereto. Plaintiff's complaint properly states a claim for relief against the consenting defendant, City of Tulsa, Oklahoma, pursuant to the laws of the State of Oklahoma, more particularly the Political Subdivision Tort Claim Act, 51 O.S., 1981, §§151 et seq.

2. The defendant City of Tulsa, Oklahoma, shall pay to the plaintiff the sum of \$60,000.00, said sum representing full, final and complete payment upon all damages, including but not limited to pain and suffering, sustained by plaintiff, all attorney fees incurred by plaintiff, and all costs incurred by plaintiff as a result of this litigation.

3. This consent decree shall not constitute an admission of liability or fault on the part of the consenting defendant City of Tulsa, Oklahoma.

4. 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 such issues and with regard to all damages sustained by plaintiff.

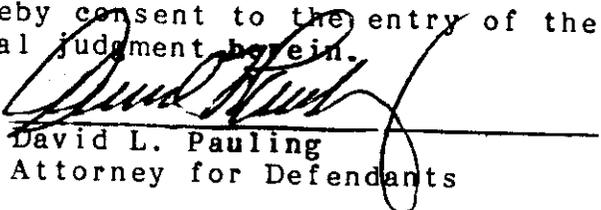
DATED this 9 day of Jan ~~May~~, 1986.

S/ JAMES O. ELLISON

James O. Ellison
United States District Judge

We, the undersigned, hereby consent to the entry of the foregoing consent decree as a final judgment herein.


Harold Charney
Attorney for Plaintiff


David L. Pauling
Attorney for Defendants

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

THURSTON FIRE & CASUALTY
INSURANCE COMPANY,

Plaintiff,

vs.

ORANGIE WELCH, et al.,

Defendants,

vs.

PEGGY FRANGOULIS AND SHIRLEY
CARTER,

Intervenors.

No. 85-C-525-E

FILED

JUN 10 1986

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

O R D E R

NOW on this 9th day of June, 1986 comes on for hearing the above captioned matter and the Court, being fully advised in the premises finds:

Plaintiff's motion for summary judgment should be denied in part and granted in part.

Plaintiff secondarily urges there is no coverage under the subject policy for property damage to rented property to which no objection has been filed. This portion of Plaintiff's motion therefore stands confessed. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964) and Local Rule 14(a) as amended effective March 1, 1981.

Plaintiff's primary argument in support of summary judgment is premised upon a potential exclusion of coverage found in the policy itself. In pertinent part the policy provides:

"This policy does not apply:
(f) to any automobile or trailer while
used as a public or livery conveyance
..."

The parties agree that no factual issues remain and submit the case on the legal effect of the purported exclusion.

The Court has reviewed the authority submitted and finds the facts do not fall within the case cited and relied upon by Plaintiff, Sonoco Products Co. v. Travelers Indemnity Co.; 315 F.2d 126 (10th Cir. 1963).

Rather, the Court concludes Lakeshore Development Corp. v. Gulf Ins. Co., 353 F.2d 163 (5th Cir. 1965) would be more closely aligned to the facts of this case.

Accordingly Plaintiff's motion for summary judgment is denied as to the issue of exclusion based upon the van in question being used as a public or livery conveyance. Plaintiff's motion for summary judgment is granted as to the issue of coverage of property damage to rented property.

It is so Ordered.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED
EXHIBIT

JUN 10 1986

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

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

ROY T. RIMMER, JR.,)
)
Plaintiff,)
)
v.)
)
MERIDIAN ENERGY, INC., ENTERPRISE)
DEVELOPMENT, LTD., LINCOLN GAS,)
and HALE C. LAY,)
)
Defendants.)

Case No. 85-C-1090-E ✓

JOINT MOTION TO DISMISS

Defendants Hale C. Lay, Enterprise Development, Ltd., Lincoln Gas, a division of Enterprise Development, Ltd., and Meridian Energy, Inc., by and through their attorneys, Langley & Monaldo, move this Court for an Order dismissing with prejudice all the causes of action of the Plaintiff and Defendants/Counterclaimants herein, for the following reasons:

1. Plaintiff has sold to Defendant, Hale C. Lay, all of Plaintiff's shares of stock of Meridian Energy, Inc.

2. By the attached Joint Stipulation the Plaintiff, Roy T. Rimmer, Jr., and all of the above-mentioned Defendants, stipulate that Hale C. Lay has purchased all of Mr. Rimmer's 170 shares of Meridian Energy, Inc. stock and that, therefore, Mr. Rimmer no longer has standing or capacity to pursue this action and, therefore, does not object to a dismissal with prejudice of all of the causes of action of the Plaintiff and Defendants, with each of the respective parties bearing the costs and fees of this action.

WHEREFORE, Plaintiff prays for an Order of this Court granting dismissal with prejudice of all of Plaintiff's claims and causes of action against Defendants herein, and a dismissal with prejudice of all of Defendants' counterclaims against Plaintiff herein.

By: Tino M. Monaldo
TINO M. MONALDO
DENNIS M. LANGLEY
Langley & Monaldo
335 North Washington, Suite 270
P.O. Box 728
Hutchinson, KS 67504-0728
(316) 669-9338
Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 6th day of JUNE, 1986, he personally delivered a true and correct copy of the above and foregoing Motion to:

James P. McCann
Doerner, Stuart, Saunders,
Daniel & Anderson
1000 Atlas Life Building
Tulsa, Oklahoma 74103
Attorney for Plaintiff

Tino M. Monaldo
Tino M. Monaldo

FILED
EXHIBIT "B"

JUN 10 1986

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

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

ROY T. RIMMER, JR.,)
)
 Plaintiff,)
)
 v.)
)
 MERIDIAN ENERGY, INC., ENTERPRISE)
 DEVELOPMENT, LTD., LINCOLN GAS,)
 and HALE C. LAY,)
)
 Defendants.)

Case No. 85-C-1090-E ✓

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

The Plaintiff and the Defendants hereby state that Plaintiff, Roy T. Rimmer, Jr., has sold all of his shares of stock in Meridian Energy, Inc. to Defendant, Hale C. Lay, and, therefore, the parties hereby stipulate that Plaintiff does not have standing or capacity to pursue this action, and, therefore, the parties hereto do not object to this action being dismissed with prejudice as to all causes of action, against each and all of the Defendants herein and as to all counterclaims against the Plaintiff herein.

Dated June 6th, 1986.

By: James P. McCann
James P. McCann
of DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON
1000 Atlas Life Building
Tulsa, Oklahoma 74103

ATTORNEYS FOR PLAINTIFF

By: Tino M. Monaldo
Dennis M. Langley
Tino M. Monaldo
335 North Washington, Suite 270
P.O. Box 728
Hutchinson, KS 67504-0728
(316) 669-9338

ATTORNEYS FOR DEFENDANTS

ROY T. RIMMER, JR.

By: [Signature]

HALE C. LAY

By: [Signature]

MERIDIAN ENERGY, INC.

By: [Signature]

President

ENTERPRISE DEVELOPMENT, LTD.
and LINCOLN GAS, a division
thereof

By: [Signature]

President

FILED

JUN 10 1986

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

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

JACK D. JONES, Trustee,)
)
Plaintiff,)
)
vs.)
)
L.B.L. OIL CO.,)
)
Defendant.)

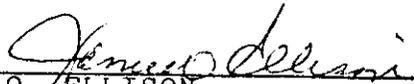
No. 86-C-82-E

ORDER

NOW on this 9th day of June, 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
JUN 10 1996
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

DIVISION 892 OF THE AMALGAMATED)
TRANSIT UNION,)
)
Plaintiff,)
)
vs.)
)
METROPOLITAN TULSA TRANSIT)
AUTHORITY, a trust,)
)
Defendant.)

Case No. 86-C-366-E

STIPULATION OF DISMISSAL

COME NOW Plaintiff and Defendant and stipulate to the dismissal
of the above styled and numbered cause.

FRASIER & FRASIER

By: 

Steven R. Hickman OBA#4172
1700 Southwest Blvd., #100
Tulsa, OK 74107
(918)584-4724

NEAL E. MCNEILL, CITY ATTORNEY

By: 

Imogene Harris, Attorney for Defendant
200 Civic Center
Room 316
Tulsa, OK 74103
(918)592-7717

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

JUN 10 1986

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

EARL DEAN BUSBY,)
)
 Plaintiff,)
)
 vs.)
)
 SHERIFF FLOYD INGRAM, et al.,)
)
 Defendants.)

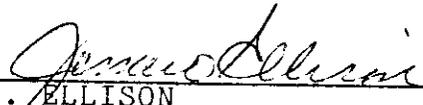
No. 80-C-548-E
80-C-604-E
and 81-C-21-E
(Consolidated)

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 Earl Dean Busby take nothing from the Defendants Sheriff Floyd Ingram, Deputy Sheriff Ken Edens, Deputy Sheriff Dale Jurnigan and John Cook, that the action be dismissed on the merits, and that the Defendants recover of the Plaintiff their costs of action.

DATED at Tulsa, Oklahoma this 9th day of June, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

JAN -9 1986

MARK C. SILVER, CLERK
DISTRICT COURT

CENTURY BANK, a banking)
corporation of Tulsa County,)
Oklahoma,)

Plaintiff,)

vs.)

WILLIAM D. MCKENZIE,)

Defendant and)
Third-Party)
Plaintiff,)

vs.)

CLYDE J. DUNAVENT, JR.,)
DAN G. MAILATH, DENNIS L.)
WOOD, LARRY T. JOHNSON,)
WOODLAND POINTE, CENTURY)
TOWER PARTNERSHIP, WOODLAND)
POINTE NORTH PARTNERSHIP)
and WOODLAND POINTE WEST)
PARTNERSHIP,)

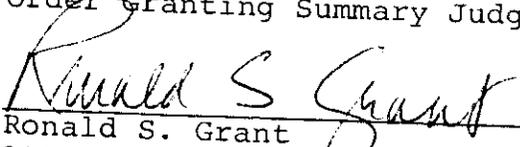
Third-Party)
Defendants.)

Case No. 85-C-66-E

STIPULATION OF DISMISSAL

COMES NOW the Defendant and Third-Party Plaintiff,
William D. McKenzie, and pursuant to Rule 41, Fed. R. Civ. P.
dismisses without prejudice any and all claims he has alleged
against Dennis L. Wood, Woodland Pointe, Century Tower Part-
nership, Woodland Pointe North Partnership and Woodland Pointe
West Partnership. McKenzie's claims against Clyde J. Dunavent,
Jr. and Dan G. Mailath are stayed by virtue of the commencement
of bankruptcy proceedings by those individuals.

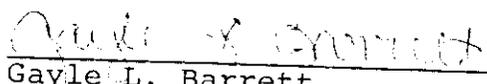
McKenzie's claims against Century Bank and Larry T. Johnson were adjudicated on May 30, 1986, by entry of an Order Granting Summary Judgment in favor of those parties.



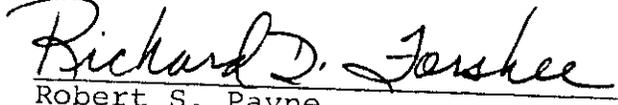
Ronald S. Grant
Attorney for Century Bank



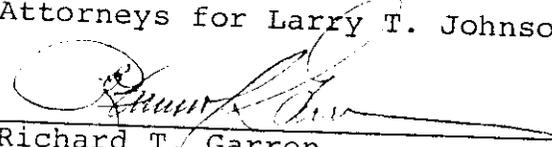
James R. Miller
Jesse V. Pilgrim
Attorneys for Mars Gonzaga



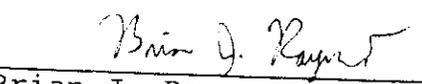
Gayle L. Barrett
Richard Ford
Attorneys for Dan G. Mailath



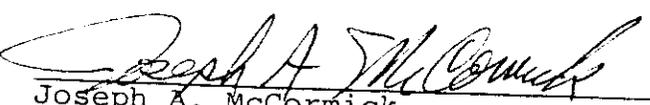
Robert S. Payne
Richard D. Forshee
Attorneys for Larry T. Johnson



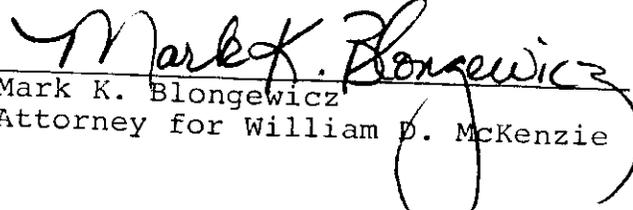
Richard T. Garren
Attorney for Luis Gorospe, M.D.



Brian J. Rayment
Attorney for Clyde Dunavent, Jr.



Joseph A. McCormick
Attorney for Dennis L. Wood



Mark K. Blongewicz
Attorney for William D. McKenzie

United States District Court

FOR THE

Western District of Oklahoma

CIVIL ACTION FILE NO. CIV-83-2754-R

Federal Deposit Insurance Company

vs.

Robert Alexander, Jr.

M-1285-BV

JUDGMENT
FILED

JUN 9 - 1986

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

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, Robert D. Dennis, Clerk of the United States District Court for

the Western District of Oklahoma,

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the above entitled action on March 28, 1984, 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 March 28, 1984.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said Court this 2nd day of June, 19 86.

Robert D. Dennis, Clerk

By Janet Hayes 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.

DOCKETED
FILED

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

MAR 24 1984

FEDERAL DEPOSIT INSURANCE CORPORATION,)
 RECEIVER FOR PENN SQUARE BANK, N.A.,)
)
 Plaintiff,)
)
 v.)
)
 ROBERT ALEXANDER, JR.,)
)
 Defendant.)

HERBERT T. HOPE
 CLERK, U. S. DISTRICT COURT
 BY Shirley Evers
 DEPUTY

CIV-83-2754-R

JOURNAL ENTRY OF JUDGMENT

NOW ON THIS 9th day of March, 1984, the above cause comes on for hearing upon the Motion of the Plaintiff appearing by its Attorney, Mary P. Davis, and the Defendant, ROBERT ALEXANDER, JR., appearing by his Attorney, J. Patrick Mensching.

FINDINGS OF FACT/LAW

The Court has examined the files and records in this cause and finds as follows:

1. That Plaintiff has sustained material allegations contained in its Petition on file herein in that, inter-alia, there has been a default on Penn Square Bank Note Number 31636 dated April 7, 1982, and that after due notice and opportunity to cure, said default has not been cured and Plaintiff has become entitled to and has declared all sums evidenced by said Note to be immediately due and payable.

2. The Court further finds that the Defendant, ROBERT ALEXANDER, JR., is indebted to Plaintiff on Note Number 31636 in the following amounts:

- a. Principal \$450,000.00
- b. Accrued interest through February 28, 1984 \$160,102.58
- c. Post judgment interest on the entire judgment amount at the rate of 15% per annum from the date of judgment until paid.
- d. Attorney fees in the amount of \$ 3,000.00
- e. Cost of this action in the amount of \$ 70.00

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER FOR PENN SQUARE BANK, N.A. ("FDIC"), receive an In-personam judgment against the Defendant, ROBERT ALEXANDER, JR. in the following amounts:

- a. Principal \$450,000.00
- b. Accrued interest through February 28, 1984 \$160,102.58
- c. Post judgment interest on the entire judgment amount at the rate of 15% per annum from the date of judgment until paid.
- d. Attorney fees in the amount of \$ 3,000.00
- e. Cost of this action in the amount of \$ 70.00

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

David L. Purcell
 United States District Court Judge

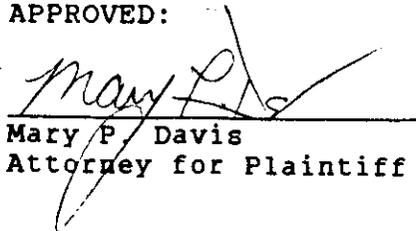
ENTERED IN JUDGEMENT DOCKET ON

MAR 20 1984

ATTEST: A true copy of the original
 Robert D. Dennis, Clerk

By *Janet Hayes*
 Deputy

APPROVED:


Mary P. Davis
Attorney for Plaintiff


J. Patrick Mensching
Attorney for Defendants

0905L



UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 9 - 1986

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 SKY G. CHENEY,)
)
 Defendant.)

CIVIL ACTION NO. 86-C-272-E

AGREED JUDGMENT

This matter comes on for consideration this 9th day of June, 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, Sky G. Cheney, appearing pro se.

The Court, being fully advised and having examined the file herein, finds that the Defendant, Sky G. Cheney, was served with Summons and Complaint. 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 him in the amount of \$766.28, less credits or cash payment of \$345.98, reducing the net amount of the debt to \$420.30, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from February 27, 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, Sky G. Cheney, in the amount of \$420.30, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from January 1, 1984, until judgment, plus interest thereafter at the current legal rate of 7.03 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
PHIL PINNELL
Assistant U.S. Attorney

Sky G. Cheney
SKY G. CHENEY

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

FILED

JUN 9 - 1986

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

C.I.T. CORPORATION, a foreign)
corporation,)

Plaintiff,)

vs.)

NO. 86-C-135-E

GARY WAYNE PEPER d/b/a)
PEPER FARMS TRUCKING,)

Defendant.)

J U D G M E N T

ON this 6th day of ~~May~~^{JUNE}, 1986, the Court finds, pursuant to the stipulations of the parties hereto, that Plaintiff should be awarded judgment by stipulation as hereinafter set forth.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, C.I.T. Corporation, have and recover judgment against the Defendant, Gary Wayne Peper for the sum of \$17,024.81 plus interest at the rate of 15% per annum from November 19, 1985, until paid, together with the costs of this action in the sum of \$100.00 and a reasonable attorney's fee in the sum of \$1,000.00, for all of which let execution issue.

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

APPROVED:

Joseph F. Lollman
JOSEPH F. LOLLMAN,
ATTORNEY FOR THE DEFENDANT

Loyal J. Roach
LOYAL J. ROACH,
ATTORNEY FOR THE PLAINTIFF

FILED

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

JUN 9 - 1986

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

KAMO ELECTRIC COOPERATIVE,)
INC., an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
WESTINGHOUSE ELECTRIC)
CORPORATION, a Pennsylvania)
corporation,)
)
Defendant.)

No. 85-C-991-E

ORDER DISMISSING CASE WITH PREJUDICE

COMES ON before the Court the date below written the Parties Joint Stipulation for Dismissal (the "Stipulation"). The Court, having considered the Stipulation, hereby approves said Stipulation.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff's Complaint and all claims for relief that have been or could ever be based thereon and the Defendant's counterclaims and all claims for relief that have been or could ever be based thereon are dismissed with prejudice, with each party to bear its own costs, expenses, and attorneys' fees.

DATED: 6-6-86.

S/ JAMES O. ELLISON

United States District Court Judge

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

FILED

JUN 6 - 1966

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

BETTY MEIXNER, Individually)
and as Personal Representa-)
tive of the Heirs and Estate)
of KARL MEIXNER, deceased,)
Plaintiff,)
v.)
A C & S, Inc., et al,)
Defendants.)

No. 84-C-911-E

STIPULATION OF DISMISSAL

It is hereby stipulated by the Plaintiff, BETTY MEIXNER, individually and as the personal representative of the heirs and estate of Karl Meixner, deceased, and defendant AMERICAN OPTICAL CORPORATION, that the above-styled action be dismissed with prejudice, without cost to either party.

Respectfully submitted,

Michele Ticknor Gehres

Mike Barkley
Michele Ticknor Gehres
BARKLEY, ERNST, WHITE, HARTMAN
& RODOLF
ONEOK Plaza, Suite 410
100 West Fifth Street
Tulsa, Oklahoma 74103
(918) 599-9991

ATTORNEYS FOR DEFENDANT
AMERICAN OPTICAL CORPORATION

Ed Moody

Edward O. Moody
501 First Federal Plaza
Little Rock, Arkansas
ATTORNEY FOR PLAINTIFF
BETTY MEIXNER

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

FILED

JUN -6 1986

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

BILL PORTER,

Plaintiff,

vs.

FORD MOTOR COMPANY, a
foreign corporation,

Defendant.

)
)
)
)
)
)
)
)
)
)

Case No. 84-C-830-E

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the parties, Plaintiff and Defendant, and, they having settled their differences herein, pursuant to Rule 41(a)(1), hereby stipulate to the dismissal of the above styled and numbered cause with prejudice.

FRASIER & FRASIER

By: 

Steven R. Hickman OBA#4172
1700 Southwest Blvd., #100
P. O. Box 799
Tulsa, OK 74101
(918) 584-4724

BOESCHE, McDERMOTT & ESKRIDGE

By: 

R. David Whitaker
100 West 5th Street
Tulsa, OK 74103
(918) 583-1777

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

FILED

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

VICTOR MANUEL VASQUEZ,)
)
 Plaintiff,)
)
 vs.)
)
 HAROLD ADAIR, indiviudually, and)
 as a police officer of the City)
 of Tulsa; HARRY STEGE,)
 individually and as former police)
 chief of the City of Tulsa;)
 and the CITY OF TULSA, a)
 municipal corporation,)
)
 Defendants.)

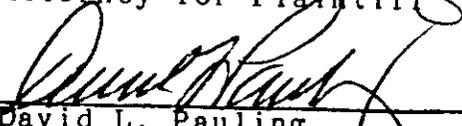
No. 85-C-156-E

STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, by and through his attorney of record, Harold Charney, and all named defendants by and through their attorney of record, David L. Pauling, who stipulate to the dismissal of the captioned action with prejudice with reference to the first and third causes of action stated in plaintiff's complaint against all defendants and, additionally, stipulate to the dismissal with prejudice of the second cause of action presented by plaintiff's complaint, insofar as it relates to defendants Harold Adair and Harry Stege, individually and as police officers of the City of Tulsa. The dismissals with prejudice, as stated herein, are made pursuant to the authorization contained at F.R.C.P. 41 §(A)(1)(ii), with

prejudice to plaintiff's right to hereinafter reinstate his causes of action as to said defendants, with costs assessed to plaintiff.


Harold Charney
Attorney for Plaintiff


David L. Pauling
Attorney for Defendants
City of Tulsa, Harold Adair
and Harry Stege

Entered

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

NATIONAL MANUFACTURING)
COMPANY, INC., and THE HART-)
FORD INSURANCE GROUP,)
)
Plaintiffs,)
)
vs.)
)
INDEGANA,)
)
Defendant.)

F 6 1 1986
JUL 5 1986

No. 86-C-207-C

DEFAULT JUDGMENT

Come now the plaintiffs, National Manufacturing Company, Inc., and the Hartford Insurance Group, and allege and state:

That the defendant, Indegana, was lawfully and properly served with a Complaint and a Summons on March 14, 1986, by certified mail on Jeannette Edmondson, Secretary of State for the State of Oklahoma. Since defendant Indegana is an alien corporation incorporated in Spain, with its principal place of business in Spain, this service is proper as authorized by 12 O.S. §2004. A copy of the Summons and Complaint was also forwarded directly to the defendant, pursuant to 12 O.S. §2004(D)(3). Per 18 O.S. §1.17, the registered service agent for a foreign corporation is the Secretary of State.

The defendant Indegana has failed to answer the plaintiffs' Complaint, or otherwise enter its appearance or plead in this matter, and that it is in default.

The Court finds that under the provisions of Rule 55 of the Federal Rules of Civil Procedure that the defendant is in default and the Clerk is authorized to enter a default. The plaintiffs' Complaint against the defendant is for a sum certain and the defendant, being a corporation, is not an infant or an incompetent person. In support of the plaintiffs' Complaint as to the sum certain, attached please find an Affidavit in support of plaintiffs' damages.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiffs, National Manufacturing Company, Inc. and the Hartford Insurance Group, be and are granted judgment against the defendant Indegana in the sum of \$11,300 plus court costs in the amount of \$60 and interest at the rate of 10% per annum dating from March 12, 1986.

s/H. DALE COOK

U. S. DISTRICT COURT JUDGE

APPROVED AS TO FORM:

F. MICHAEL McGRANAHAN
Attorney for Plaintiffs

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN -5 1986

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

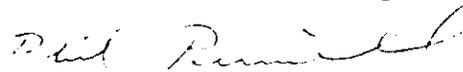
KEVIN D. O'BRIEN, Trustee,)
Freeman Education Association,)
et al.,)
)
Petitioner,)
)
vs.)
)
UNITED STATES OF AMERICA,)
)
Respondent.)

CIVIL ACTION NO. 86-C-388-E

NOTICE OF ADMINISTRATIVE
WITHDRAWAL OF SUMMONS FROM ENFORCEMENT

COMES NOW the Respondent, United States of America, and hereby notifies the Court and all parties concerned that the Respondent has administratively withdrawn the summons which is the subject matter of the Emergency Petition to Quash Summons filed by the Petitioner in this case. The Respondent has decided not to enforce said summons.

Respectfully submitted,
UNITED STATES OF AMERICA
LAYN R. PHILLIPS
United States Attorney



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

CERTIFICATE OF SERVICE

This is to certify that on the 5th day of June, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Kevin D. O'Brien, Trustee, Freeman Education Association, 2828 East 51st Street, Suite 205, Tulsa, Oklahoma 74105.

Paul T. Tamm
Assistant United States Attorney

Entered

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

FILED

JUN -5 1986

PETER J. McMAHON, JR.)
Plaintiff,)
vs.)
BILL REAVES, et al.,)
Defendants.)

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

No. 86-C-402-B

STIPULATION OF DISMISSAL

Comes now the Plaintiff Peter J. McMahon, Jr., and hereby stipulates with the Defendants that the above styled matter and all requests for relief contained therein should be dismissed with prejudice against refiling, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure. The parties hereby stipulate that the matter should be dismissed. Therefore all parties request that the matter be dismissed with prejudice against refiling, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

Respectfully submitted this 5th day of June, 1986.

Mark D. Lyons
MARK D. LYONS
ASSISTANT DISTRICT ATTORNEY

Peter J. McMahon, Jr.
PETER J. McMAHON, JR.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 5 - 1986

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 SYDNEY LYNNE CLAYTON, a/k/a)
 SYDNEY L. SHIELDS,)
)
 Defendant.)

CIVIL ACTION NO. 85-C-592-B

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration on this
5th day of June, 1986. The Plaintiff ap-
pears by Layn R. Phillips, United States Attorney for the Nor-
thern District of Oklahoma, through Nancy Nesbitt Blevins, Assis-
tant United States Attorney; and the Defendant, Sydney Lynne
Clayton, a/k/a Sydney L. Shields, appears by her attorney Don E.
Wiechmann.

The Court being fully advised and having examined the
file herein finds that the Defendant, Sydney Lynne Clayton, a/k/a
Sydney L. Shields, was served with Summons and Complaint on
October 31, 1985. On December 5, 1985, Defendant filed her
Answer herein. On January 2, 1986, Defendant filed her Petition
pursuant to Chapter 7 of the Bankruptcy Code. On March 10, 1986,
the Bankruptcy Court entered its Order of Abandonment with regard
to the subject real property. On March 12, 1986, the Bankruptcy
Court entered its Order Granting Relief from Stay to permit

foreclosure of Plaintiff's mortgage on the subject real property. Defendant has now agreed to entry of judgment herein in the following particulars.

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

Lot Four (4), Block One (1), OAK RIDGE
ADDITION to the City of Tulsa, Tulsa County,
State of Oklahoma, according to the Recorded
Plat thereof.

That on June 23, 1982, Sydney Lynne Clayton executed and delivered to the United States of America, on behalf of the Administrator of Veterans Affairs, her mortgage note in the amount of \$36,000.00, payable in monthly installments, with interest thereon at the rate of 15.5 percent per annum.

That as security for the payment of the above-described note, Sydney Lynne Clayton executed and delivered to the United States of America, on behalf of the Administrator of Veterans Affairs, a mortgage dated June 23, 1982, covering the above-described real property. Said mortgage was recorded on June 23, 1982, in Book 4621, Page 1090, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Sydney Lynne Clayton, a/k/a Sydney L. Shields, made default under the terms of the aforesaid note and mortgage, by reason of

her failure to make monthly installments due thereon, and that by reason thereof the Defendant was indebted to the Plaintiff in the sum of \$35,857.72 as of October 1, 1984, plus interest thereafter at the rate of 15.5 percent per annum until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing. Notwithstanding anything to the contrary contained elsewhere herein, the Court further finds, and the parties hereto stipulate and agree, that the Defendant Sydney Lynne Clayton, a/k/a Sydney L. Shields was discharged from any and all personal liability, deficiency or otherwise, with respect to the abovedescribed note and mortgage by Order of the United States Bankruptcy Court for the Northern District of Oklahoma announced in Case No. 86-00003 at a discharge hearing in that Court on April 17, 1986, and in no event shall this Order in Case No. 85-C-592-B, or the parties' or their counsels' assents hereto, be construed as a reaffirmation or other revival of the discharged liability.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment IN REM against the Defendant, Sydney Lynne Clayton, a/k/a Sydney L. Shields, in the sum of \$35,857.72 as of October 1, 1984, plus interest thereafter at the rate of 15.5 percent per annum until judgment, plus interest thereafter at the current legal rate of 6.56 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that 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;

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 Defendant and all persons claiming under her 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.

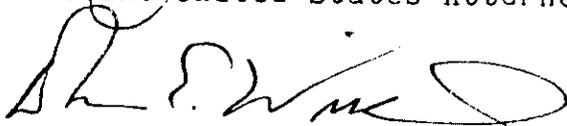

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney



NANCY NESBITT BLEVINS
Assistant United States Attorney



DON E. WIECHMANN
Attorney for Defendant,
Sydney Lynne Clayton, a/k/a
Sydney L. Shields

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

FILED

JUN -5 1986

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

PETER J. McMAHON, JR.)
Plaintiff,)
vs.)
DAVID MOSS, District Attorney,)
et al.,)
Defendants.)

No. 86-C-507-E

DISMISSAL

Comes now the Plaintiff Peter J. McMahon, Jr., and moves this Court to dismiss this action in its entirety and all claims for relief therein with prejudice against refiling, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure. Due to negotiations with the Defendants, there is no further reason for the matters to be pursued. Therefore it is respectfully requested that this matter be dismissed with prejudice against refiling, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

Respectfully submitted this 5 day of June, 1986.


PETER J. McMAHON, JR.

Subscribed and sworn to before me this 4 day of June, 1986.

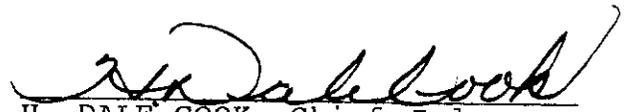

NOTARY PUBLIC

My Commission Expires: 11-18-86

Plaintiff, EEOC, to join parties not named in the charge absent equitable considerations not present in the case at bar.

Accordingly, it is the Order of the Court that the request of DELTA GULF CORPORATION, should be and is hereby granted, and DELTA GULF CORPORATION is hereby dismissed from this action.

IT IS SO ORDERED this 4th day of June,
1986.


H. DALE COOK, Chief Judge
United States District Court

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN -4 1986

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

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. AND)
CANADA, AFL-CIO, et al)

Defendants.)

Civil Action No.
84-C-730-C ✓

ORDER DISMISSING MILBAR-HYDRO TEST, INC.

Now before the Court, for its consideration, is the request of Defendant, MILBAR-HYDRO TEST, INC. for dismissal pursuant to Rule 12(b)(1) and (6), Fed. F. Civ. P. of several grounds. The Court finds that the issue of Title VII's Administrative prerequisites is dispositive and therefore, will not discuss the other grounds raised.

Based on the reasoning and authority recited in the Court's Order dated December 23, 1985, granting the Motion to Dismiss the Pipe Line Contractor's Association and the "PLCA Group", neither Rule 19, Fed. R. Civ. P., nor General Building Contractors vs. Pennsylvania, 458 U.S. 375 (1982) permit the

Plaintiff, EEOC, to join parties not named in the charge absent equitable considerations not present in the case at bar.

Accordingly, it is the Order of the Court that the request of MILBAR-HYDRO TEST, INC. should be and is hereby granted, and MILBAR-HYDRO TEST, INC. is hereby dismissed from this action.

IT IS SO ORDERED this 7th day of June,

1986.


H. DALE COOK, Chief Judge
United States District Court

FILED

JUN -4 1986 *g*

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

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

STATE SUPPLY WAREHOUSE COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 EILEEN M. KRAMER, d/b/a STATE)
 BEAUTY SUPPLY OF ST. CHARLES)
 AND STATE BEAUTY SUPPLY OF)
 ST. CHARLES, INC.,)
)
 Defendants and Cross-)
 Claim Defendants,)
)
 JAMES LEWIS,)
)
 Third Party Defendant)
)
 FRANCIS E. GOELLNER, JR. AND)
 STATE BEAUTY SUPPLY OF)
 ST. LOUIS, INC.,)
)
 Third Party Defendants and)
 Cross-Claim Plaintiffs.)

Case No. 84-C-613-B ✓

ORDER

NOW ON this 4th day of June, 1986, the Applications of the Plaintiff, State Supply Warehouse Company, and the Third Party Defendant, State Beauty Supply of St. Louis, Inc., for attorneys' fees against the Defendants, Eileen M. Kramer d/b/a State Beauty Supply of St. Charles and State Beauty Supply of St. Charles, Inc. came on for hearing before the Court. The Court finds that the parties have stipulated that the Applications should be granted by the Court and that the amounts sought by the respective applicants are reasonable. The Court therefore finds that attorneys' fees are properly awardable and the amounts sought by the respective applicants are reasonable.

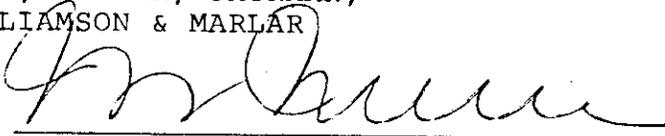
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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is hereby entered against Eileen M. Kramer d/b/a State Beauty Supply of St. Charles and State Beauty Supply of St. Charles, Inc., in favor of State Supply Warehouse Company in the amount of \$4,500.00 and in favor of State Beauty Supply of St. Louis, Inc., in the amount of \$4,457.47 for reasonable attorneys' fees in the above styled and numbered cause.


Judge of the District Court

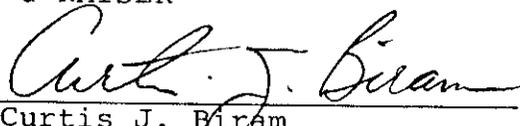
APPROVED AS TO FORM:

PRAY, WALKER, JACKMAN,
WILLIAMSON & MARLAR

By: 

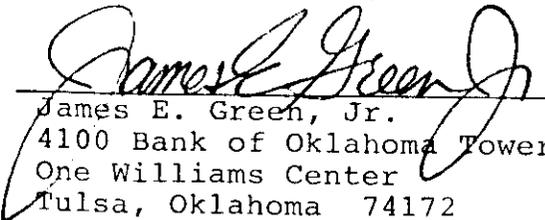
J. Warren Jackman
900 Oneok Plaza
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Attorneys for Plaintiff

BIRAM & KAISER

By: 

Curtis J. Biram
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HALL, ESTILL, HARDWICK, GABLE,
COLLINGSWORTH & NELSON, INC.

By: 

James E. Green, Jr.
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74172
Attorneys for Defendants

FILED

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

JUN -4 1986

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

TRINITY BROADCASTING CORP.,)
)
 Plaintiff,)
)
 vs.)
)
 LEECO OIL COMPANY, and)
 LEE R. ELLER,)
)
 Defendants.)

No. 82-C-1188-C

O R D E R

Now before the Court for its consideration is the motion for summary judgment brought by the plaintiff Trinity Broadcasting Corporation against the defendants Leeco Oil Company and Lee R. Eller. Plaintiff asserts that no material controverted facts exist which would defeat summary judgment.

Plaintiff alleges that in early June, 1980, defendant Eller appeared on a full-gospel businessmen's television program known as "Good News" and on the program proclaimed that he was having 100% success in his oil and gas ventures. Plaintiff alleges that after the "Good News" program Ninowski, the former president and founder of the plaintiff corporation, telephoned Eller indicating his desire to invest in Eller's oil and gas enterprise. Eller had some individual attorneys, who were also investors in his oil programs, form a limited partnership. Eller purchased the oil and gas interests from the attorneys, and then assigned the

interests to the limited partnership. On July 25, 1980, plaintiff paid Leeco one million dollars (\$1,000,000) for a 49% limited partnership interest in Leeco Drilling Program 1980-1., and Eller retained a 46% interest in the limited partnership.

Plaintiff has filed suit against the defendants, Eller and Leeco, under the Oklahoma Securities Act, 71 O.S. §1 et seq., alleging that the limited partnership interest was sale of an unregistered security. See 71 O.S. §4808(a)(1).

The plaintiff seeks summary judgment on the issue of the limited partnership interest constituting a security. It appears clear to the Court that, while an interest in an oil and gas lease may be a security, see 71 O.S. §2(20)(R), this fact is irrelevant to the case at bar because the plaintiff purchased no such interest. Rather, the plaintiff purchased a 49% interest in a limited partnership. A limited partner has no right to partnership assets. See Roby v. Day, 635 P.2d 611 (Okla. 1981). Therefore, the plaintiff has no standing to bring an action regarding the oil and gas leasehold interests. Accordingly, the only relevant characteristic to be made is whether the limited partnership interest constitutes a security. Two provisions of the Oklahoma Securities Act are relevant. 71 O.S. §2(20)(K) provides that a security means any investment contract. 71 O.S. §2(20)(P) provides that a security means any:

investment of money or money's worth including goods furnished and/or services performed in the risk capital of a venture with the expectation of some benefit to the investor where the investor has no direct control over the investment or policy decision of the venture.

This Court's determination under either statutory provision depends upon the same element: investor control. Federal cases determining whether a limited partnership interest constitutes a security, see, e.g., Mayer v. Oil Field Systems Corp., 721 F.2d 59 (2nd Cir. 1983) and Siebel v. Scott, 725 F.2d 995 (5th Cir. 1984), under the test propounded by the United States Supreme Court in SEC v. W. J. Howey, 328 U.S. 293 (1946), focus primarily on control of an investing limited partner. Likewise, the plain language of 71 O.S. §2(20)(P) states that the investor must have no direct control in order for a security to exist under the definition provided therein. Paragraph 7.9 of the Limited Partnership Agreement provides as follows:

No Management Rights in Limited Partners.
The LIMITED PARTNERS shall not take part in the management of the PARTNERSHIP's business, transact any business in the PARTNERSHIP's name nor have the power to sign documents for or otherwise bind the PARTNERSHIP.

There is evidence that Ninowski made some effort to obtain a line of credit for the partnership. However, the Court does not believe that this single instance violates Paragraph 7.9 of the Limited Partnership Agreement or demonstrates actual control contrary to 71 O.S. §2(20)(P). Therefore, the Court rules that the sale of the limited partnership interest does constitute sale of a security.

The next issue upon which the parties contend is whether a transactional exemption exists for this security by reason of which registration was not required. The relevant provision is

71 O.S. §401(b)(9)(A) which, at the time of the transaction in question, provided that the following transaction is exempt:

(9) A. Any sale to not more than twenty-five persons, other than those designated in paragraph (8) of this subsection, in this state during any period of twelve (12) consecutive months, whether or not the seller or any purchasers are then present in this state, if:

1. the seller reasonably believes that all buyers in this state, other than those designated in paragraph (8) of this subsection, are purchasing for investment;
2. no commission or other remuneration is paid or given, directly or indirectly, for any such solicitation or sale in this state, other than those designated in paragraph (8) of this subsection;
3. no public advertising or solicitation will be used in any such solicitation or sale; and
4. a legend is placed on the certificate or other document evidencing ownership of the security. Said legend shall state that the security is not registered and that the security cannot be resold without being registered or qualified for an exemption pursuant to the provisions of the Oklahoma Securities Act.

The parties agree that the sales of the interests were made to less than twenty-five persons and that those persons were purchasing for investment. Therefore, three contested criteria remain: (1) commission, (2) public advertising or solicitation, and (3) legend. Two of the criteria have been controverted. Plaintiff alleges that defendants received either direct or indirect commissions on the sale of the limited partnership interest, defendants deny these allegations. Both parties raise factual data in support of their allegations. Further, the parties differ as to whether the security was publicly advertised

or solicited especially as it relates to the "Good News" program and alleged offers made to other individuals, including singer Roy Clark. Therefore the Court finds that these controverted factual allegations defeat resolution of the case through summary judgment proceedings. However, as to the third criteria, legend, the Court has determined that the legend requirement is satisfied. The private placement memorandum delivered to Ninowski contained the following statement:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE OKLAHOMA SECURITIES LAW, AS AMENDED, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE ACT OR AN OPINION OF COUNSEL ACCEPTABLE TO LEECO OIL COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED. ADDITIONAL RESTRICTIONS ON TRANSFER ARE CONTAINED HEREIN.

The subscription agreement signed by Ninowski on Trinity's behalf contained the following:

I understand that the interests in the Partnership have not been registered under The Securities Act of 1933, or under any other securities laws and regulations, on the basis that issuance is a transaction not involving a public offering.

Paragraph 9.1 of the Limited Partnership Agreement provides in pertinent part as follows:

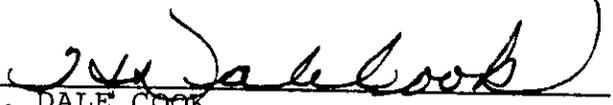
The GENERAL PARTNER will not consent to any assignment of a LIMITED PARTNER's interest if such assignment would ... violate or cause the PARTNERSHIP to violate, any state or federal securities law or any other applicable law or governmental rule or regulation.

The plaintiff argues for a rigid interpretation of the provision in 71 O.S. §401(b)(9)(A) that the legend must appear "on the

certificate or other document evidencing ownership of the security." The plaintiff contends that this description can only apply to the Limited Partnership Agreement, and that the statement which appeared on this instrument does not satisfy the legend requirement. In the most relevant case, Parrish v. Ben-Jon Oil Co., 666 P.2d 1308 (Okla.App. 1983), the court found a purported legend inadequate, but raised no objection to the fact that it appeared on the prospectus. This Court therefore concludes that the legend requirement was satisfied in the case at bar.

Accordingly, it is the Order of the Court that the plaintiff's motion for summary judgment is in part granted to the extent that the Court deems that the sale of the limited partnership interest was the sale of a security. As to the issue of whether the security is exempt under Oklahoma law, the Court orders that the legend requirement of 71 O.S. §401(b)(9)(A)(4) has been satisfied, but that genuine issues of material fact remain to be litigated as to whether a commission was received from the sale, and whether the security was publicly advertised or solicited. Since these factual issues remain to be litigated, plaintiff's motion is, in part, denied.

IT IS SO ORDERED this 31st day of May, 1986.


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

entire

FILED

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

JUN -4 1985

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

BOISE CASCADE CORPORATION,)
)
 Plaintiff,)
)
 vs.)
)
 DENNIS SELLS d/b/a SELL-CON)
 GENERAL CONTRACTORS;)
 GARRETT D. HAIFLICH;)
 PATRICIA J. HAIFLICH;)
 NATIONAL BANK OF COMMERCE;)
 CURTIS PIERCE;)
 ERNEST LEE SAMPSON;)
 C & L SUPPLY, INC.;)
 CHEROKEE BUILDING MATERIALS,)
 INC.; and)
 OVERHEAD DOOR CO. OF TULSA,)
 INC.,)
 Defendants.)

No. 84-C-18-C

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

This matter came on before the Court for nonjury trial on April 29, 1985. Plaintiff Boise Cascade Corporation brings this action to recover the sum of \$11,956.13 for building materials furnished to the defendants Garrett D. Haiflich and his wife, Patricia J. Haiflich, who were allegedly, at all times pertinent, doing business as Sell-Con General Contractors. Plaintiff also seeks to foreclose its materialman's lien upon the Haiflichs' real property, to satisfy said amount.

Dennis Sells has been discharged in bankruptcy. Messrs. Pierce and Sampson were never served. The National Bank of

Commerce has settled its portion of this lawsuit, leaving Cherokee Building Materials, Inc., C & L Supply, Inc., and Overhead Door Co. of Tulsa, Inc., along with Boise Cascade, as competing cross-claiming lienholders desiring foreclosure of their respective material or mechanic's liens.

The parties have submitted trial briefs and proposed findings of fact and conclusions of law. As such, the matter is now ready for disposition. After considering the pleadings, testimony, exhibits admitted at trial, all of the briefs and arguments presented by counsel for both parties, and being fully advised in the premises, the Court enters the following findings of fact and conclusions of law pursuant to F.R.Cv.P. 52(a).

FINDINGS OF FACT

1. The plaintiff, Boise Cascade Corporation, is a corporation having neither its place of incorporation nor its principal place of business located in Oklahoma.
2. The defendant, National Bank of Commerce, is a national banking organization and maintains its office and place of business in Pawhuska, Osage County, Oklahoma.
3. The defendants, Garrett D. and Patricia J. Haiflich, are individual citizens of Oklahoma, residing in Osage County, Oklahoma.
4. The defendant National Bank of Commerce is a national banking organization and maintains its office and place of business in Pawhuska, Osage County, Oklahoma.
5. The defendants, C & L Supply, Inc., Cherokee Building Materials, Inc., and Overhead Door Co. of Tulsa, Inc., are all

Oklahoma corporations with their principal places of business in Oklahoma.

6. Jurisdiction is proper within this Court based on diversity of citizenship pursuant to Title 28 U.S.C. §1332. The amount in controversy exceeds \$10,000.00.

7. Venue properly lies within this judicial district pursuant to Title 28 U.S.C. §1391 et seq.

8. The real property, which is the subject of this lawsuit, is located in the Northern District of Oklahoma, in Osage County, Oklahoma, and is described as follows:

Lot Four (4), Block Two (2), Cedar Hills
Addition, Hominy, Osage County, Oklahoma.

9. On January 20, 1983, Patricia and Garrett Haiflich, for value received, made, executed and delivered to the National Bank of Commerce of Pawhuska (Bank) their promissory note in the principal amount of \$100,000.00 with interest thereon. Under the terms of the note, principal and interest were to be paid in one lump sum on January 20, 1984. The note was secured by a real estate mortgage dated January 20, 1983, in the amount of the loan, covering the property at issue. The mortgage was duly recorded the next day in the Osage County records.

10. On January 27, 1983, construction of a single family dwelling on the property at issue began.

11. Between January 27, 1983 and July of 1983, Boise Cascade supplied building materials for use in the construction of the dwelling, the cost of which amounted to \$11,956.13.

12. Between April 27, 1983 and July 18, 1983, C & L Supply furnished goods, supplies, and appliances for construction of the dwelling, the cost of which amounted to \$4,655.57.

13. On June 30, 1983, Cherokee Building Materials, Inc. furnished materials for use in the dwelling's construction, the cost of which amounted to \$2,024.52.

14. Overhead Door Co. of Tulsa, Inc. furnished materials and labor for the dwelling, on July 27, 1983, amounting to \$952.68.

15. C & L Supply, Cherokee Building Materials, Boise Cascade, and Overhead Door Company all duly filed material or mechanic's liens in the office of the County Clerk of Osage County, on September 15, 1983, September 20, 1983, October 14, 1983, and October 27, 1983, respectively.

16. Notice of these liens was mailed by the County Clerk pursuant to 42 O.S. 1981 §143.1 to Patricia and Garrett Haiflich by restricted delivery, but all four notices were returned unclaimed.

17. Subsequently, Cherokee Building Materials, Inc. personally served notice of its lien on Patricia Haiflich on October 13, 1983. C & L Supply personally served Patricia Haiflich on October 18, 1983. The other two lien claimants did nothing further to serve notice.

18. On July 8, 1983, the Haiflichs, for value received, made, executed and delivered to the Bank their promissory note in the principal amount of \$40,000.00 with interest thereon. The principal and interest were to be paid in one lump sum payment on

January 20, 1984. The note is secured by a real estate mortgage on the property at issue dated July 8, 1983, in the amount of the loan. The mortgage was recorded on July 12, 1983 in the records of the County Clerk of Osage County, Oklahoma.

19. Dennis Sells did business as Sell-Con General Contractors, a sole proprietorship engaged in housing construction, for approximately nine years prior to January of 1983.

20. After December, 1982, Dennis Sells no longer did business as Sell-Con General Contractors, but rather as Midwestern General Contractors, Inc., a corporation. He gave his permission for Patricia Haiflich, his secretary for the previous two years, and her husband, Garrett, an ex-employee of Sells, to do business as Sell-Con General Contractors, for the purpose of having their home constructed on the real property at issue, with the understanding that the Haiflichs were to be responsible for all bills incurred in connection with the construction. Dennis Sells had no contractual agreement with the Haiflichs to build the house and, as such, did not participate in the process.

21. The Haiflichs contacted and hired the various cross-claiming subcontractors.

22. The Haiflichs have not paid Boise Cascade for the materials ordered, which were used in the construction of the dwelling on the premises, totalling \$11,956.13.

23. Pursuant to their settlement agreement, the National Bank of Commerce and the Haiflichs have agreed that the Bank take judgment in rem against the interest of the Haiflichs in the real property at issue in the sum of \$150,000.00, plus costs and

attorney fees and that no in personam judgment is to be sought against the Haiflichs in favor of the National Bank of Commerce.

CONCLUSIONS OF LAW

1. Jurisdiction properly lies within this Court pursuant to 28 U.S.C. §1332. The amount in controversy exceeds the statutory requirement.

2. Venue properly lies within this judicial district pursuant to 28 U.S.C. §1391 et seq.

3. From January 1, 1983 through the time period in which materials were procured from the various lien claimants, Patricia and Garrett Haiflich were doing business as Sell-Con General Contractors, constructing a dwelling on the premises at issue. As such, they are personally liable for the cost of materials and labor procured by them during that time period, used on the dwelling, and not paid for.

4. Boise Cascade has requested and is therefore entitled to an in personam judgment against Patricia and Garrett Haiflich in the amount of \$11,956.13, plus interest thereon.

5. The Bank's first mortgage was recorded before construction commenced on the home located on the property at issue. It is therefore superior to all material or mechanic's liens involved in this matter. 42 O.S. 1981 §5, §15, and §141; Thompson v. Smith, 420 P.2d 526 (Okla. 1966); American-First Title & Trust Company v. Ewing, 403 P.2d 488 (Okla. 1965).

6. Because construction of the home located on the premises at issue was commenced before the Bank's second mortgage was recorded, any valid and enforceable material or mechanic's liens

involved in this suit are superior to the second mortgage. American-First Title and Trust Co. v. Ewing, 403 P.2d 488 (Okla. 1965).

7. Title 42 O.S. 1981 §143.1 (as amended in 1985) provides, in pertinent part:

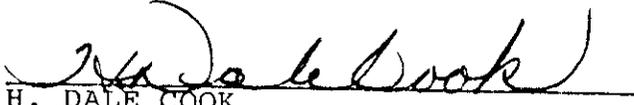
Within one (1) business day after the date of the filing of the lien statement, provided for in Sections 142 and 143 of Title 42 of the Oklahoma Statutes, a notice of such lien shall be mailed by restricted delivery mail to the owner of the property on which the lien attaches. The claimant shall furnish to the county clerk the last-known mailing address of the person or persons against whom the claim is made and the owner of the property. The notice shall be mailed by the county clerk.... The notice shall contain the date of filing; the name and address of the following: The person claiming the lien; the person against whom the claim is made and the owner of the property; a legal description of the property; and the amount claimed. Provided that, if with due diligence the person against whom the claim is made or the owner of the property cannot be found, the claimant after filing an affidavit setting forth such facts may, within thirty (30) days of the filing of the lien statement, serve a copy of such notice upon the occupant of the property or the occupant of the improvements, as the case may be, in a like manner as is provided for service upon the owner thereof, or, if the same be unoccupied, he may post such copy in a conspicuous place upon the property or any improvements thereon.

8. Boise Cascade and Overhead Door did nothing further pursuant to this statute after the mailed notice was returned unclaimed. As such, they have failed to perfect their liens, which, as a result, are unenforceable. The Bank's second mortgage is therefore superior to the unenforceable liens of Boise Cascade and Overhead Door.

9. Cherokee Building Materials, Inc., who perfected its lien in the exercise of due diligence by personally serving Patricia Haiflich on October 13, 1983, has a valid, enforceable lien in the amount of \$2,024.52 on the real property at issue and is entitled to foreclose its lien thereon. Said lien is superior to the Bank's second mortgage and inferior to its first mortgage.

10. C & L Supply, Inc., who perfected its lien in the exercise of due diligence by personally serving Patricia Haiflich on October 18, 1983, has a valid, enforceable lien in the amount of \$4,655.57 on the real property at issue and is entitled to foreclose its lien thereon. Said lien is superior to the Bank's second mortgage and inferior to its first mortgage and the lien claim of Cherokee Building Materials, Inc., who personally served Patricia Haiflich on October 13, 1983, five days prior to October 18, 1983.

IT IS SO ORDERED this 3rd day of June, 1986.


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

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing was mailed at the U. S. Post Office on the 2 day of 8 1986, to:

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Lester D. Henderson
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Attorney for Defendants
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Steve & Venita Welter

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Attorney for Defendant
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Town & Country Bank and
Defendant Fred Leiding

Jim Cessaway
Todd Maxwell Wenshaw
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Attorneys for Defendant
Stanfield & O'Bell

SJ:MJ:ms

M. J. [Signature]

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

FILED
IN OPEN COURT

JUN 4 - 1986

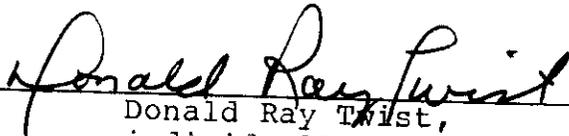
Jack C. Silver, Clerk
U.S. DISTRICT COURT

DONALD RAY TWIST and RITA SUE)
TWIST, individually and as parents)
and natural guardians of GEORGE)
ROBERT TWIST, MERILEE TWIST and)
DONNA TWIST, Minors,)
Plaintiffs,)
vs.)
LA DONNA WILSON and AMERICAN)
GENERAL FIRE & CASUALTY COMPANY,)
Defendants.)

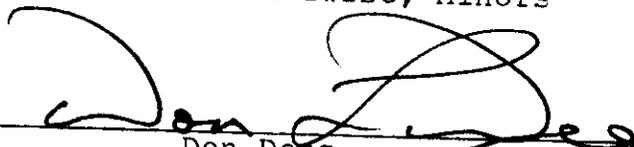
No. 85-C-985-C

DISMISSAL WITH PREJUDICE

COME NOW the Plaintiffs Donald Ray Twist and Rita Sue Twist, individually and as parents and natural guardians of George Robert Twist, Merilee Twist and Donna Twist, Minors, to dismiss the above entitled cause of action with prejudice to their future rights to refile.


Donald Ray Twist,
individually and as parents
and natural guardians of
George Robert Twist,
Merilee Twist and
Donna Twist, Minors


Rita Sue Twist,
individually and as parents
and natural guardians of
George Robert Twist,
Merilee Twist, and
Donna Twist, Minors


Don Dees,
Attorney for Plaintiffs

FILED

JUN -4 1986

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

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

BOISE CASCADE CORPORATION,)
)
 Plaintiff,)
)
 vs.)
)
 DENNIS SELLS d/b/a SELL-CON)
 GENERAL CONTRACTORS;)
 GARRETT D. HAIFLICH;)
 PATRICIA J. HAIFLICH;)
 NATIONAL BANK OF COMMERCE;)
 CURTIS PIERCE;)
 ERNEST LEE SAMPSON;)
 C & L SUPPLY, INC.;)
 CHEROKEE BUILDING MATERIALS,)
 INC.; and)
 OVERHEAD DOOR CO. OF TULSA,)
 INC.,)
 Defendants.)

No. 84-C-18-C

J U D G M E N T

This matter came on before the Court for nonjury trial. The issues having been duly tried and a decision having been duly rendered in accordance with the Findings of Fact and Conclusions of Law filed simultaneously herein, it is hereby Ordered, Adjudged, and Decreed that the plaintiff Boise Cascade Corporation be granted in personam judgment in the amount of \$11,956.13 as against defendants Garrett and Patricia Haiflich, together with interest thereon.

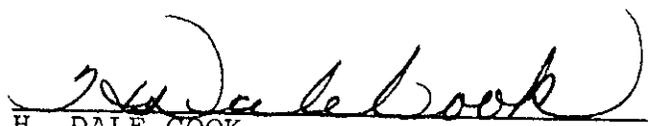
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the mortgage of the National Bank of Commerce of Pawhuska, Oklahoma, filed of record on January 21, 1983, encumbering Lot Four (4), Block Two (2), Cedar Hills Addition, Hominy, Osage County, Oklahoma, is superior to any other liens of the claimants in this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that defendant and cross-claimant Cherokee Building Materials, Inc., has a valid and perfected enforceable material or mechanic's lien on the real property described above in the amount of \$2,024.52, and is entitled to foreclosure of same. Said lien is superior to the second mortgage of the National Bank of Commerce of Pawhuska, Oklahoma, filed of record on July 12, 1983, encumbering the real estate described above and is superior to all other liens of claimants in this action. Said lien is inferior to the first mortgage held by the National Bank of Commerce.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that defendant and cross-claimant C & L Supply, Inc. has a valid and perfected enforceable material or mechanic's lien on the real property described above in the amount of \$4,655.57, and is entitled to foreclosure of same. Said lien is superior to the second mortgage of the National Bank of Commerce of Pawhuska, Oklahoma, encumbering the real estate described above. Said lien is inferior to the first mortgage held by the National Bank of Commerce and the lien of Cherokee Building Materials, Inc.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the mechanic or materialmen's liens of plaintiff Boise Cascade Corporation and defendant and cross-claimant Overhead Door Co. of Tulsa, Inc. are unperfected and unenforceable.

IT IS SO ORDERED this 3rd day of June, 1986.


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

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

FILED
JUN 4 1986
U.S. DISTRICT COURT

ENGINE EQUIPMENT, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
AMERICAN MOBILE POWER CORP.)
a Delaware corporation,)
)
Defendant.)

No. 85-C-1035-E

DEFAULT JUDGMENT

Defendant, AMERICAN MOBILE POWER CORP., a Delaware corporation, having failed to plead or otherwise defend in this action and its default having been entered,

NOW, upon application of Plaintiff that Defendant is indebted to Plaintiff in the sum of \$10,576.61; that Defendant has been defaulted for failure to appear, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiff recover of Defendants the sum of \$10,576.61, with interest at the rate in accordance with 28 U.S.C.S. 1961 per annum and costs.

ST. JAMES O. HILSON

UNITED STATES DISTRICT JUDGE

DATED: June 4, 1986

Entered

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

FILED

JUN -3 1986

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

BASHIR R. TARHUNI and)
NEDRA TARHUNI,)
)
Plaintiffs,)
)
vs.)
)
NATIONAL GENERAL INSURANCE)
COMPANY, a corporation;)
MID-AMERICA PREFERRED INSURANCE)
COMPANY, a corporation; and)
AMERICAN STATES INSURANCE)
COMPANY, a corporation,)
)
Defendants.)

No. 85-C-456-C

ORDER OF DISMISSAL WITH PREJUDICE

On this 2nd day of June, 1986, upon written application of the parties for an Order of Dismissal With Prejudice, the Court, having examined said application, finds that said parties have entered into a settlement covering any and all claims that the Plaintiffs had against any and all of the Defendants, and have requested the Court to dismiss any and all such claims with prejudice to any future action, and the Court, being fully advised in the premises, finds that said above-named action and the claims of the Plaintiffs against the Defendants should be dismissed; it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that any and all claims of the Plaintiffs against the Defendants be and the same are hereby dismissed with prejudice to any further action with each party to pay their own costs.

(Signed) H. Dale Cook

H. Dale Cook, Judge

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

FILED

JUN -3 1986

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

WILLIAM H. and FAY N. AUDLEY,)
)
Plaintiffs,)
)
vs.)
)
THE UNITED STATES OF AMERICA,)
)
Defendant.)

Civil Action
File No. 85-C-752-C

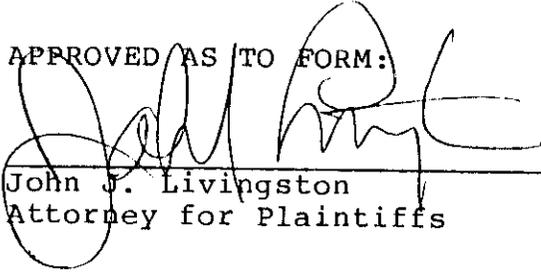
ORDER ALLOWING DISMISSAL ON PLAINTIFFS' MOTION

Upon Plaintiffs' Motion for leave to discontinue this action
its is ordered that the Complaint be dismissed with prejudice.

(Signed) H. Dale Cook

JUDGE

APPROVED AS TO FORM:



John J. Livingston
Attorney for Plaintiffs

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

FILED

JUN -3 1986

JACK C. SILVER
U.S. DISTRICT

HALLIBURTON COMPANY, a)
Delaware corporation,)
)
Plaintiff,)
)
vs.) No. 86-C-419-C
)
MICAH PETROLEUM COMPANY,)
INC., an Oklahoma cor-)
poration,)
)
Defendant.)

JUDGMENT OF DEFAULT

The Defendant, Micah Petroleum Company, Inc., has been served with process. It has failed to appear and answer the Plaintiff's Complaint filed herein. The default of Defendant, Micah Petroleum Company, Inc., has been entered. It appears from the Affidavit in Support of Entry of Judgment of Default that the Plaintiff is entitled to judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Defendant, Micah Petroleum Company, Inc., the sum of \$24,383.45, plus interest as of April 28, 1986 in the amount of \$2,326.90 plus interest at the rate of \$8.13 per day thereafter until judgment, plus interest accruing thereafter at the statutory rate until paid, a reasonable attorneys' fee to be set upon application, and the costs of this action.

ORDERED this 3rd day of June, 1986.

(Signed) H. Dale Cook

UNITED STATES DISTRICT COURT
CLERK FOR THE NORTHERN DISTRICT
OF OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 36 Packets, ore or less, of)
 an article of drug, among)
 others, labeled in part:)
)
 (packet))
)
 "*** TASK 40 Dichlorvos Dog)
 Anthelmintic Packet contains)
 544 mg dichlorvos Caution:***)
 Federal Law restricts this)
 drug to use by or on the order)
 of a licensed veterinarian***)
 Manufactured by Diamond)
 Shamrock Corporation Cleveland,)
 Ohio 44114 for E.R. Squibb &)
 Sons, Inc. ***")
)
 and)
)
 All other articles of drug)
 stored at Willman's Inc., 220)
 N. Missouri, Claremore,)
 Oklahoma, to which are affixed)
 labels bearing, among other)
 things, the statement,)
 "Caution: Federal law re-)
 stricts this drug to use by or)
 on the order of a licensed)
 veterinarian," and the name)
 and address of the manufac-)
 turer, packer, or distributor)
 located outside the State of)
 Oklahoma,)
)
 Defendants.)

Civil Action No. 86-C-254-E

DEFAULT DECREE OF CONDEMNATION AND DESTRUCTION

On March 20, 1986, a Complaint for Forfeiture against the above-described articles was filed in this Court on behalf of the United States of America by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Catherine J. Hardin, Assistant United States Attorney.

FILED

JUN 3 1986

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

The Complaint alleges that the articles proceeded against are veterinary drugs which are misbranded while held for sale after shipment in interstate commerce, within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §352(f)(1), as follows:

(a) The labeling of the articles fails to bear adequate direction for use and the articles are not exempt from such requirement since they are veterinary drugs, which because of toxicity or other potentiality for, harmful effect, or the methods of their use are not safe for such use except under the supervision of a licensed veterinarian and hence for which adequate directions for use cannot be prepared.

(b) The articles fail to conform to the requirements prescribed by 21 C.F.R. 201.105 for exemption from 21 U.S.C. §352(f) in that the articles are not held to be sold only to or on the prescription or other order of a licensed veterinarian for use in the course of his professional practice.

Pursuant to Warrant for Arrest of Property issued by this Court, the United States Marshal for this district seized said articles.

It appearing that process was duly issued herein and returned according to law; that notice of the seizure of the above-described articles was given according to law; and it further appearing that no persons have interposed a claim before the return date of said process:

NOW THEREFORE, on motion of the United States for a default decree to condemnation and destruction, the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED, and DECREED that the default of all person having any right, title or interest in the articles seized be and the same is entered herein; and it is further

ORDERED, ADJUDGED and DECREED that the seized articles are foods which are adulterated and misbranded as alleged in the Complaint, and are therefore, hereby condemned and forfeited to the United States of America pursuant to 21 U.S.C. §334; and it is further

ORDERED, ADJUDGED, and DECREED that pursuant to 21 U.S.C. §334(d) the United States Marshal for this district shall forthwith destroy the condemned articles and make due return to this Court.

Dated at this 3rd day, this June day of June, 1986.

S/ JAMES O. ELLISON
JAMES O. ELLISON
United States District Judge

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

UNITED STATES FIDELITY &
GUARANTY COMPANY, a
corporation,

Plaintiff,

-vs-

TULSA DOZER EQUIPMENT & SUPPLY
INC., a corporation; EXPLORER
PIPELINE COMPANY, a corporation;
and PHILLIPS PETROLEUM COMPANY,
a corporation,

Defendants,

and

ROSENCUTTER BROTHERS, INC.,

Intervenor,

-vs-

UNITED STATES FIDELITY &
GUARANTY COMPANY, a
corporation,

Defendant.

No. 85-C-301-E

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

JUN -2 1986

FILED

STIPULATION FOR DISMISSAL WITH PREJUDICE

Come now the parties, by and through their respective counsel of record, and pursuant to settlement agreement entered into and executed between the parties herewith stipulate and agree to the dismissal of the within styled and numbered cause with prejudice. This dismissal applies to all claims asserted by any party herein against any other party. Each party is to bear its own cost and counsel fees.

Dated this 30th day of May, 1986.

UNITED STATES FIDELITY & GUARANTY CO.
Plaintiff and Third Party Defendant

By: James E. Poe
JAMES E. POE, Its attorney

TULSA DOZER EQUIPMENT & SUPPLY, INC.,
a corporation,

By: Mary B. Lewis
Its attorney

ROSENCUTTER BROTHERS, INC., Intervenor

By: Mary B. Lewis
Its attorney

entered copy

FILED

JUN -2 1986

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

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

RACK 'N STACK, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
CALVIN L. KLAASSEN,)
)
Defendant.)

No. 86-C-218-C

O R D E R

Now before the Court for its consideration is the motion of third-party defendant Ted McMorrough, Jr. to dismiss the Third-Party Complaint, said motion filed on May 5, 1986. The Court has no record of a response to this motion from Calvin L. Klaassen, third party plaintiff and defendant herein. 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, since no response has been received to date herein, in accordance with Rule 14(a), the failure to comply

constitutes a confession of the motion to dismiss the Third-Party Complaint.

Accordingly, it is the Order of the Court that the motion of Ted McMorrough, Jr. to dismiss the Third-Party Complaint against him should be and hereby is granted.

IT IS SO ORDERED this 2nd day of June, 1986.


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

IT IS THE FURTHER ORDER of this Court that this Judgment be indexed in the records of the County Clerk of Okmulgee County.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered for Plaintiff and against Defendant on the promissory note, in the amount of \$358,381.06, together with interest thereon at the legal rate of interest for and after May 20, 1986, together with the award of all costs incurred in this action, to be determined upon application of Plaintiff.

Judgment rendered this 2nd day of June, 1986.

S/ JAMES O. ELLISON

Judge of the United States
District Court