

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

JUL 16 1986

BOBBY G. MOONEY,

Plaintiff,

v.

GEA RAINEY CORPORATION,
an Oklahoma corporation,

Defendant.

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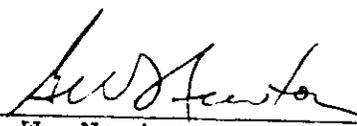
JACOB G. SIMER, CLERK
U.S. DISTRICT COURT

Case No. 85-C-310-C

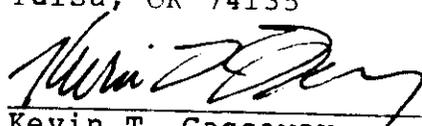
STIPULATION OF DISMISSAL

It is hereby stipulated by Bobby G. Mooney, Plaintiff, and
GEA Rainey Corporation, Defendant, that the above-entitled action
be dismissed with prejudice.

Dated July 15, 1986.



G. W. Newton
Attorney for Plaintiff
Suite 610
Sooner Federal Tower
5100 East Skelly Drive
Tulsa, OK 74135



Kevin T. Gassaway
Attorney for Defendant
HOUSTON & KLEIN, INC.
3200 University Tower
1722 South Carson
Tulsa, OK 74101

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

HOLD OIL CORP.,
a Florida Corporation,

Plaintiff,

v.

ANDCO INVESTMENTS, INC.;
DAVE ANDERSON, Individually;
HARTCO RESOURCES, INC.; and
HARTLEY MILLER, d/b/a HARTCO,

Defendants.

Case No. 85-C-972-B

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

JUL 18 1986

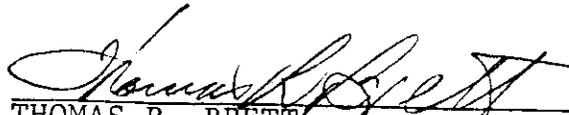
FILED

ADMINISTRATIVE CLOSING ORDER

The parties herein having requested the Court to continue this cause for 12 months pending domestication and execution of judgments against Defendants DAVE ANDERSON, HARTLEY MILLER, and ANDCO INVESTMENTS, INC., in the Province of Alberta, Canada, and the Court having been advised that the Defendant, HARTCO RESOURCES, INC., joins in the Motion for Continuance, 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 by July 31, 1987, the parties have not reopened the proceedings for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED, this 18th day of July, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

JUL 18 1986

BOBBY G. MOONEY,
Plaintiff,

v.

GEA RAINEY CORPORATION,
an Oklahoma corporation,
Defendant.

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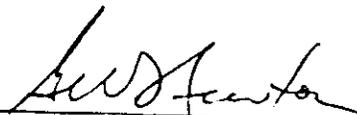
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

Case No. 86-C-310-C

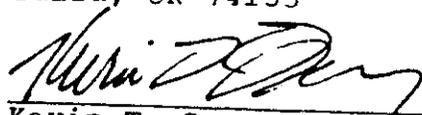
STIPULATION OF DISMISSAL

It is hereby stipulated by Bobby G. Mooney, Plaintiff, and
GEA Rainey Corporation, Defendant, that the above-entitled action
be dismissed with prejudice.

Dated July 15, 1986.



G. W. Newton
Attorney for Plaintiff
Suite 610
Sooner Federal Tower
5100 East Skelly Drive
Tulsa, OK 74135



Kevin T. Gassaway
Attorney for Defendant
HOUSTON & KLEIN, INC.
3200 University Tower
1722 South Carson
Tulsa, OK 74101

Entered

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

FILED

JUL 18 1988

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

PRESTON BROWN and JOY BROWN,)
d/b/a B & M TRUCKING,)
)
Plaintiffs,)

vs.)

No. 84-C-87-B

INSURISK EXCESS & SURPLUS)
LINES, a division of REBSAMEN)
COMPANIES, INC. and RIVER)
PLATE REINSURANCE COMPANY,)
LTD.,)
)
Defendants.)

RIVER PLATE REINSURANCE)
COMPANY, LTD.,)
)
Third-Party Plaintiff,)

vs.)

THE JAYMAR GROUP, LTD.,)
)
Third-Party Defendant.)

JOINT STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1) F.R.C.P., the Plaintiffs, Preston Brown and Joy Brown, d/b/a B & M Trucking ("Plaintiffs"), and the Defendants, Insurisk Excess & Surplus Lines, a division of Rebsamen Companies, Inc. ("Insurisk"), and River Plate Reinsurance Company, Ltd. ("River Plate"), and the Third-Party Defendant, The JayMar Group, Ltd. ("JayMar"), hereby submit their Joint Stipulation of Dismissal.

It is stipulated by the Plaintiffs and Defendants involved in this case that Plaintiffs herewith dismiss the above styled case and all causes of action therein against the

Defendants with prejudice to the refiling of same and that the Plaintiffs further release said Defendants, the Third-Party Defendant and any and all other parties of and from any and all liability, including contractual, extracontractual, tortious and exemplary liability, arising out of a certain Certificate of Coverage No. 1085 issued to Plaintiffs on February 21, 1983 and any endorsements or extensions or amendments thereto.

It is stipulated by Insurisk and River Plate that each dismisses its cross-claim against the other without prejudice.

It is stipulated by River Plate that it dismisses its Third-Party Complaint against JayMar without prejudice.

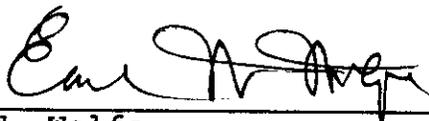
It is further stipulated by the Defendants and the Third-Party Defendant that any and all claims asserted by way of cross-claim or Third-Party Complaint, including attorneys' fees incurred herein, which are dismissed without prejudice hereby, are specifically reserved for disposition in litigation which presently pends in the United States District Court for the Eastern District of Arkansas.

It is further stipulated and agreed by the Defendants and Third-Party Defendant that any claims by and between said parties will be adjudicated in a forum other than Oklahoma.

It is further stipulated and agreed that all payments made in settlement to Plaintiffs herein by River Plate may be asserted as additional damages against Insurisk and JayMar in the Arkansas litigation herein referenced.

It is further stipulated and agreed that upon payment to the Plaintiffs of the sum of One Hundred Fifteen Thousand

Dollars (\$115,000.00) by River Plate, Plaintiffs will assign all their right, title and interest in and to the 1979 Kenworth Tractor, Serial No. 1664535 and the 1979 Timpete Trailer, Serial No. 46625 to River Plate.



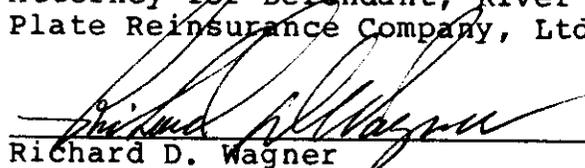
Earl W. Wolfe
Attorney for Plaintiffs



Ronald N. Ricketts
Attorney for Defendant, Insurisk
Excess & Surplus Lines, a division
of Rebsamen Companies, Inc.



John R. Woodard, III
Attorney for Defendant, River
Plate Reinsurance Company, Ltd.



Richard D. Wagner
Attorney for Third-Party
Defendant, The JayMar Group, Ltd.

Entered

FILED

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

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

THE BURGGRAF CORPORATION, an)
Oklahoma corporation, et al.,)
)
Plaintiffs,)
)
v.)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY, a corporation, et al.,)
)
Defendants.)

No. 82-C-1177-B ✓

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of the defendants-appellees, The Goodyear Tire & Rubber Company, a corporation, The Lee Tire and Rubber Company, a corporation, The Kelly-Springfield Tire Company, a corporation, Clarence Burggraf, Shirley Burggraf L. K. Newell and George Utterback, in the amount of Fourteen Thousand Eighty-Four and 43/100 Dollars (\$14,084.43) (\$10,454.12 to corporate defendants and \$3,630.31 to individual defendants) and against attorney of record, Craig Tweedy.

DATED this 18th day of July, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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Entered
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FILED

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

JUL 17 1986

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

THE BURGGRAF CORPORATION, an)
Oklahoma corporation, et al.,)
)
Plaintiffs,)
)
v.)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY, a corporation, et al.,)
)
Defendants.)

No. 82-C-1177-B ✓

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

Before the Court is the defendants-appellees' motion for sanctions seeking an award of reasonable attorneys fees and expenses for appeal to be assessed against plaintiff-appellants' counsel. By direction of the Court of Appeals for the Tenth Circuit dated April 17, 1986, the Court has held a hearing regarding the defendants-appellees' said motions for sanctions. Also before the Court is defendants' motion to reconsider this Court's Order of August 29, 1984, denying sanctions in the form of attorneys' fees for work at the trial court level and the motion of plaintiffs' attorneys, Guy & Musseman, to withdraw as counsel. Following a hearing and consideration of the relevant evidence, applicable legal authority, and arguments of counsel, the Court enters the following Findings of Fact and Conclusions of Law.

W.C.

FINDINGS OF FACT

1. This Court dismissed with prejudice plaintiffs' claims against The Goodyear Tire & Rubber Company, The Lee Tire and Rubber Company and The Kelly-Springfield Tire Company (hereinafter the "Corporate Defendants") and Clarence Burggraf, Sr., Shirley Burggraf, L. K. Newell and George Utterback (hereinafter the "Individual Defendants") for failure to prosecute when plaintiffs' counsel refused to go forward with evidence on July 2, 1984, the date previously set for jury trial.

2. Plaintiffs subsequently appealed that dismissal, filing briefs and several letters in the appellate court seeking review of various interlocutory orders of this Court, including discovery and partial summary judgment orders.

3. Plaintiffs' briefs in support of their appeal never seriously addressed the propriety of the dismissal under Fed. R. Civ. P. 41(b).

4. On February 10 1986, the United States Court of Appeals for the Tenth Circuit affirmed the dismissal of plaintiffs' claims. In its Order and Judgment of that date, the Court of Appeals held that review of interlocutory orders in the context of an appeal from a Rule 41(b) Fed. R. Civ. P. dismissal is not permissible under either 28 U.S.C. §1291 or 28 U.S.C. §1651.

5. Defendants subsequently moved the Court of Appeals for sanctions in the form of double costs and reasonable attorneys' fees. On April 7, 1986, the Court of Appeals awarded defendants double costs pursuant to both Fed. R. App. P. 38 (for "frivolous" appeal) and 28 U.S.C. §1912 (for unjust "delay").

6. The Court of Appeals also remanded this case with the direction that this Court entertain defendants' Motions for Sanctions in the form of attorneys' fees pursuant to 28 U.S.C. §1927 and, upon evidentiary hearing, determine whether attorneys' fees should be imposed upon plaintiffs' counsel and, if so, the amount thereof.

7. Attorney Craig Tweedy of Sapulpa, Oklahoma, has been lead counsel for the plaintiffs in the case from the commencement of the litigation on December 14, 1982. The law firm of Musseman, Guy & Wilkerson through Donald J. Guy and William J. Musseman entered their appearance in the case on June 19, 1984. Musseman, Guy & Wilkerson were engaged by lead counsel, Craig Tweedy, to assist in representing the plaintiffs in the litigation on June 6, 1984, less than one month before trial. Musseman, Guy & Wilkerson were actively in the case from June to October 1984, and thereafter served only in an advisory or consulting capacity, lead counsel being throughout attorney Craig Tweedy.

8. Counsel for the Corporate Defendants The Goodyear Tire & Rubber Company, The Lee Tire & Rubber Company and The Kelly-Springfield Tire Company presented evidence concerning the following attorneys expending the hours and hourly rates as set forth below and the same information concerning legal assistants:

<u>Attorneys</u>	<u>Hours Expended</u>	<u>Hourly Rate</u>	<u>Amount Billed</u>
Elizabeth Head	147.25	\$175.00	\$25,768.75
John E. Rooney	34.25	75.00	2,568.75
Mark Pennington	73.10	65-75.00	5,024.00
Brad P. Keller	18.50	65.00	1,202.50
Margaret A. Swimmer	39.00	60.00	2,340.00
Mary J. Rounds	27.20	75.00	2,040.00
Nancy G. Gourley	.50	70.00	35.00
Simon B. Buckner	.50	70.00	35.00

Legal Assistants

Jane H. Terhune	60.25	45.00	2,711.25
Barbara E. Rush	1.25	45.00	56.25
Lucy O. Cook	1.00	35.00	<u>35.00</u>

TOTAL \$41,816.50

The law firm of Moyers, Martin, Santee, Imel & Tetrick, as counsel for the individual defendants, Clarence Burggraf, Sr., Shirley Burggraf, L. K. Newell and George Utterback, offered evidence supporting attorneys' fees regarding the appeal as follows:

<u>Attorneys</u>	<u>Hours Expended</u>	<u>Hours Rate</u>	<u>Amount Billed</u>
Jack H. Santee	12.50	\$135.00	\$ 1,687.50
James R. Miller	29.30	100.00	2,930.00
John E. Rooney, Jr.	102.75	85.00	8,733.75
D. Stanley Tacker	2.00	85.00	170.00
			\$13,521.25

Additional re sanctions hearings and briefing \$ 1,000.00

TOTAL \$14,521.25

9. The defendants-appellees urge that the approximate total of 500 hours to respond to the various erroneous arguments raised by the plaintiff-appellants' counsel were necessary and reasonable. (One could advance the position that if it was so

clear there was only one narrow issue for appeal, i.e., whether or not interlocutory orders are reviewable from a Fed.R.Civ.P. 41(b) involuntary dismissal, it should not be necessary to expend hundreds of hours addressing other irrelevant arguments.) The Court is not required herein to determine if defendants-appellees' total appeal attorneys' fees are reasonable, but only to determine for violation of 28 U.S.C. §1927, what is a reasonable amount of the total attorneys' fee of defendants-appellees that plaintiff-appellants' counsel should be required to pay?

10. Plaintiff-appellants' counsel, Craig Tweedy, not knowing better, induced an involuntary dismissal under Fed.R.Civ.P. 41(b) to occur in order to obtain review of interlocutory orders of this court. Attorney Tweedy proceeded with subjective good faith. Attorney Tweedy's conduct of the appeal is best characterized by the "empty head, pure heart" description of Coleman v. McLaren, 631 F.Supp. 749, 766 (N.D.Ill. 1985).

11. It is no simple task to determine at what point plaintiffs' appeal became unreasonable and vexatious. Hindsight compels the conclusion that the appeal never was meritorious. However, yielding to plaintiffs' counsel the benefit of the doubt, some counsel are slower to hear and respond to the tolling of the death knell than others. All things considered, it is the Court's view that plaintiffs' lead counsel, attorney Tweedy, should be assessed 25% of the total attorneys' fees charged by

the defendants-appellees (25% of corporate defendants' \$41,816.50 equals \$10,454.12, and 25% of the individual defendants' \$14,521.25 equals \$3,630.31), or a total fee of \$14,084.43. The Court considers said sum reasonable and within the spirit and intent of 28 U.S.C. §1927.

12. No expenses will be assessed against plaintiff-appellants' lead counsel, Craig Tweedy. None of said attorneys' fee should be assessed against attorneys Musseman, Guy and Wilkerson (Don J. Guy and William J. Musseman) as they were not the moving force behind any unreasonable and vexatious conduct of this litigation. Further, said counsel, Musseman, Guy & Wilkerson, are permitted to withdraw as counsel herein.

CONCLUSIONS OF LAW

1. 28 U.S.C. §1927 provides that:

"Any attorney or other person admitted to conduct cases in any court of the United States or any territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys' fees reasonably incurred because of such conduct."

2. Under §1927, a finding of subjective bad faith is not required. Instead, the standard is whether counsel's conduct was "frivolous, unreasonable or groundless, or that plaintiff continued to litigate after it became so." Christianburg Garment Co. v. E.E.O.C., 434 U.S. 412, 421-2, 54 L.Ed.2d 648, 656-7 (1978); Charczuk v. Commissioner of Internal Revenue, 771 F.2d 471, 476 (10th Cir. 1985), and In re TCI Limited, 769 F.2d 441, 445 (7th Cir. 1985). A frivolous appeal is one which involves

legal points not arguable on their merits. Olympia Co., Inc. v. Celotex Corp., 771 F.2d 888, 893 (5th Cir. 1985).

3. Applying said standard to the record in this case, the Court finds that plaintiff-appellants' counsel, Craig Tweedy, unreasonably and vexatiously continued to pursue an appeal of irrelevant issues following clear precedent of the United States Supreme Court and the Tenth Circuit Court of Appeals being called to his attention that said issues were not reviewable under a Fed. R. Evid. 41(b) dismissal. Such conduct on the part of plaintiff-appellants' lead counsel warrants the sanctions herein stated pursuant to 28 U.S.C. §1927.

4. A Judgment contemporaneous herewith awarding attorneys fees to the defendants-appellees as provided in Finding of Fact 11 above as sanctions under 28 U.S.C. §1927 against lead counsel Craig Tweedy shall be entered. The Court determines said sum in Finding of Fact 11 to be reasonable and commensurate with the rationale of Ramos v. Lamm, 713 F.2d 546 (10th Cir. 1983). No award for expenses will be granted to the defendants-appellees because the Court cannot determine from the record at what point in the appeal process said expenses were incurred or what percentage, if any, should be assessed against attorney Tweedy.

5. Attorneys Musseman, Guy & Wilkerson are hereby permitted to withdraw as counsel herein.

6. The motion of the defendants-appellees to reconsider the trial court's sanction denial order of August 29, 1984, is hereby overruled.

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

DATED this 18th day of July, 1986.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

RECEIVED

JUL 17 1986

CLERK
DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
EMERY KEITH MARTIN; GERRY)
MARTIN, a/k/a GERRY ROWDEN;)
SUSAN L. MARTIN; TRANSAMERICA)
FINANCIAL SERVICE, INC.;)
COUNTY TREASURER, Osage County,)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Osage County,)
Oklahoma,)
)
Defendants.)

CIVIL ACTION NO. 85-C-655-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 17 day of July, 1986. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney; the Defendants, County Treasurer, Osage County, Oklahoma, and Board of County Commissioners, Osage County, Oklahoma, appear by Larry D. Stuart, District Attorney, Osage County, Oklahoma; and the Defendants, Emery Keith Martin, Gerry Martin, a/k/a Gerry Rowden, now known as Gerry Pratte, Susan L. Martin, and Transamerica Financial Service, Inc., appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Emery Keith Martin and Susan L. Martin, acknowledged receipt of Summons and Amended Complaint on August 30, 1985; that the Defendant, Gerry Martin,

a/k/a Gerry Rowden, now known as Gerry Pratte, acknowledged receipt of Summons, Amended Complaint, and Amendment to Amended Complaint on June 18, 1986; that the Defendant, Transamerica Financial Service, Inc., acknowledged receipt of Summons, Amended Complaint, and Amendment to Amended Complaint on June 5, 1986; that the Defendant, County Treasurer, Osage County, Oklahoma, acknowledged receipt of Summons, Amended Complaint, and Amendment to Amended Complaint on June 4, 1986; and that the Defendant, Board of County Commissioners, Osage County, Oklahoma, acknowledged receipt of Summons, Amended Complaint, and Amendment to Amended Complaint on June 13, 1986.

It appears that the Defendants, County Treasurer, Osage County, Oklahoma, and Board of County Commissioners, Osage County, Oklahoma, filed their Answer herein on June 17, 1986; and that the Defendants, Emery Keith Martin, Gerry Martin, a/k/a Gerry Rowden, now known as Gerry Pratte, Susan L. Martin, and Transamerica Financial Service, Inc., have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

East 35 feet of South 50 feet of Lot 17, and South 50 feet of Lot 18, Original Townsite of Pawhuska, Osage County, Oklahoma, all in Block 8.

The Court further finds that on July 10, 1980, Emery Keith Martin and Gerry Martin executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$24,000.00, payable in monthly installments, with interest thereon at the rate of eleven and one-half percent (11.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Emery Keith Martin and Gerry Martin executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated July 10, 1980, covering the above-described property. Said mortgage was recorded on July 10, 1980, in Book 583, Page 727, in the records of Osage County, Oklahoma.

The Court further finds that the Defendants, Emery Keith Martin and Gerry Martin, a/k/a Gerry Rowden, now known as Gerry Pratte, made default under the terms of the aforesaid promissory note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Emery Keith Martin and Gerry Martin, a/k/a Gerry Rowden, now known as Gerry Pratte, are indebted to the Plaintiff in the principal sum of \$23,933.16, plus accrued interest of \$3,074.59 as of January 24, 1985, plus interest thereafter at the rate of \$7.5406 per day until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing.

The Court further finds that the Defendant, County Treasurer, Osage County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$ 212.40, plus applicable penalties and interest for the year(s) of 1984-85. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, County Treasurer, Osage County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of personal property taxes in the amount of \$ 59.16 which became a lien on the property as of 1984-85. Said lien is inferior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, United States of America, have and recover judgment against the Defendants, Emery Keith Martin and Gerry Martin, a/k/a Gerry Rowden, now known as Gerry Pratte, in the principal amount of \$23,933.16, plus accrued interest of \$3,074.59 as of January 24, 1985, plus interest thereafter at the rate of \$7.5406 per day until judgment, plus interest thereafter at the current legal rate of 6.35 percent per annum until fully paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Osage County, Oklahoma, have and recover judgment in the amount of \$ 212.40, plus applicable penalties and interest for ad valorem taxes for the year(s) of 1984-85, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Osage County, Oklahoma, have and recover judgment in the amount of \$ 59.16, for personal property taxes for the year of 1984-85, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Emery Keith Martin and Gerry Martin, a/k/a Gerry Rowden, now known as Gerry Pratte, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment of the Defendant, County Treasurer, Osage County, Oklahoma, in the amount of \$ 212.40, ad valorem taxes which are presently due and owing on said real property, plus applicable penalties and interest;

Third:

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

Fourth:

In payment of the Defendant, County Treasurer, Osage County, Oklahoma, in the amount of \$ 59.16, personal property taxes which are currently due and owing.

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

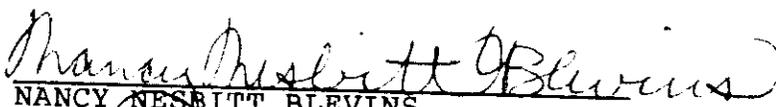
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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

(Signed) H. Dale Cook

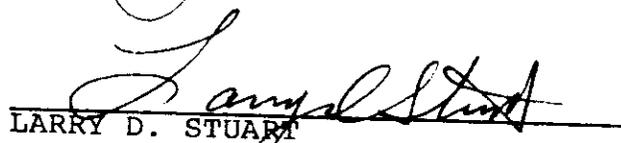
UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney



NANCY NESBITT BLEVINS
Assistant United States Attorney



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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA



JUL 17 1986

DEPT. OF CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
MITCHELL L. BRAY AND CYNTHIA)
J. BRAY, husband and wife;)
AVCO FINANCIAL SERVICES OF)
OKLAHOMA, INC.; COUNTY)
TREASURER, Tulsa County)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Tulsa County)
Oklahoma,)
)
Defendants.)

CIVIL ACTION NO. 86-C-206-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 16 day
of July, 1986. The Plaintiff appears by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Phil Pinnell, Assistant United States Attorney;
the Defendants, Board of County Commissioners, Tulsa County,
Oklahoma, and County Treasurer, Tulsa County, Oklahoma, appear by
Susan K. Morgan, Assistant District Attorney; the Defendant, Avco
Financial Services of Oklahoma, Inc., appears not having
previously filed its Disclaimer in this action; and the
Defendants, Mitchell L. Bray and Cynthia J. Bray, appear pro se.

The Court being fully advised and having examined the
file herein finds that the Defendants, Mitchell L. Bray and
Cynthia J. Bray, were served with Summons and Complaint on May 5,
1986; that the Defendant, Avco Financial Services of Oklahoma,
Inc., acknowledged receipt of Summons and Complaint on April 22,

1986; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on March 14, 1986; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on March 14, 1986.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on March 31, 1986; that the Defendant, Avco Financial Services of Oklahoma, Inc., filed its Disclaimer herein on April 24, 1986, disclaiming any right, title, interest, estate or lien in and to the property being foreclosed; and that the Defendants, Mitchell L. Bray and Cynthia J. Bray, filed their Answer herein on May 21, 1986.

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

Lot Thirteen (13), Block Three (3), AMENDED PLAT OF VAN ACRES ADDITION, a Subdivision to the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

The Court further finds that on March 16, 1984, Mitchell L. Bray and Cynthia J. Bray executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, their Mortgage Note in the amount of \$38,700.00, payable in monthly installments, with interest thereon at the rate of twelve and one-half percent (12.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Mitchell L. Bray and Cynthia J. Bray executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, a real estate mortgage dated March 16, 1984, covering the above-described property. Said mortgage was recorded on March 19, 1984, in Book 4775, Page 2365, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Mitchell L. Bray and Cynthia J. Bray, made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Mitchell L. Bray and Cynthia J. Bray, are indebted to the Plaintiff in the sum of \$38,704.30, plus interest at the rate of twelve and one-half percent (12.5%) per annum from July 1, 1985, until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing.

The Court further finds that on May 22, 1986, Defendants, Mitchell L. Bray and Cynthia J. Bray, obtained an Order Reopening Closed Bankruptcy Case in Bankruptcy Case Number 85-01024 and on June 17, 1986, amended their Schedule A-2 filed in said case by adding the above described personal indebtedness to the Administrator of Veterans Affairs. The Court further finds that said Defendants were granted a Bankruptcy Discharge in said case on October 10, 1985.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, do not claim and do not have any right, title, or interest in the real property involved in this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, United States of America, have and recover judgment in rem only against the Defendants, Mitchell L. Bray and Cynthia J. Bray, in the principal amount of \$38,704.30, plus interest at the rate of twelve and one-half percent (12.5%) per annum from July 1, 1985, until judgment, plus interest thereafter at the current legal rate of 6.36 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, and the Defendant, Avco Financial Services of Oklahoma, Inc., have no right, title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants, Mitchell L. Bray and Cynthia J. Bray, to satisfy the judgment in rem of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action

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

Second:

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

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

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

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney



PHIL PINNELL
Assistant United States Attorney



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

Mitchell L. Bray
MITCHELL L. BRAY, Defendant

Cynthia J. Bray
CYNTHIA J. BRAY, Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 17 1986

U.S. District Court
Clerk

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ROBERT P. CANTU,

Defendant.

CIVIL ACTION NO. 86-C-275-B

ORDER OF DISMISSAL

Now on this 17 day of July, 1986, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve him have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Robert P. Cantu, be and is dismissed without prejudice.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

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

NEWPORT INSURANCE COMPANY,
A California Corporation,

Plaintiff

Vs.

SHIRON CORPORATION d/b/a
RON FAUTT AUTO MART,

Defendant.

FILED

JUL 17 1986

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

No. 86-C-232-B

ORDER OF DISMISSAL

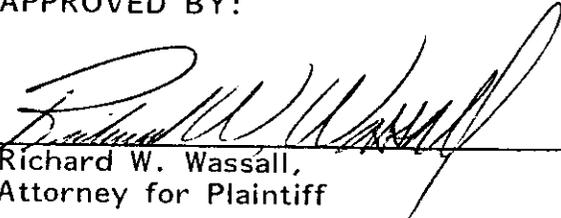
On this 1st day of July, 1986, the above styled proceeding came on for a status conference before the Honorable Thomas R. Brett, United States District Judge. The plaintiff appeared by Richard W. Wassall, its attorney; the defendant appeared by Mr. Jay C. Baker, its attorney.

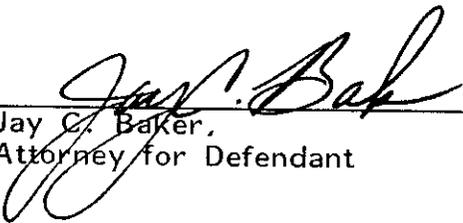
Whereupon the Court considered the Motion to Dismiss of the defendant and having considered the same, finds that the defendants Motion to Dismiss should be sustained for the reason that there is pending in the District Court of Tulsa County, Oklahoma, an action by Shiron Corporation against Newport Insurance Company in which the parties and the issues are identical to those presented in this case and that to permit this action would be to tolerate a multiplicity of actions and for the further reason that the plaintiff in this action (who is the defendant in the State Court action) elected not to remove the State Court proceedings when they were filed although the same were removable.

IT IS THEREFORE ORDERED that the above styled action be and the same is hereby dismissed without prejudice .


United States District Judge

APPROVED BY:


Richard W. Wassall,
Attorney for Plaintiff


Jay C. Baker,
Attorney for Defendant

Entered

FILED

JUL 17 1986

6

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

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

GREEN TREE ACCEPTANCE, INC.)
 a Minnesota corporation,)
)
 Plaintiff,)
)
 vs.)
)
 CASEY'S MOBILE HOMES, INC.;)
 WAYNE ANDERSON, individually;)
 and CARLA M. ANDERSON,)
 individually,)
)
 Defendants.)

Case No. 86-C-147-B ✓

JOURNAL ENTRY OF JUDGMENT

NOW on this 17 day of June, 1986, this matter comes on for hearing before the Honorable Thomas R. Brett, Judge of the District Court, for the Northern District of Oklahoma, and after examining the files and pleadings herein takes Plaintiff's Complaint as confessed.

FINDINGS OF FACT

The Court finds the following facts:

1. That Plaintiff is a corporation existing under the laws of the State of Minnesota and is a resident thereof;
2. Defendant, Casey's Mobile Homes and the individual Defendants, Wayne Anderson and Carla M. Anderson, are residents of the Northern District of Oklahoma, namely, Tulsa, Oklahoma;
3. That the Plaintiff wholesale and retail finances mobile homes and the Defendant Casey's was in the business of selling mobile homes.

4

4. That the Plaintiff lent money and extended financing to the Defendant Casey's Mobile Homes, Inc;

5. Wayne Anderson and Carla M. Anderson individually guaranteed the underlying debt owed by the corporation Defendant Casey's Mobile Homes, Inc;

6. The Defendant, Casey's Mobile Homes, Inc., entered into trust obligations with the Plaintiff wherein that Defendant agreed to pay off wholesale financing floorplan indebtedness on mobile homes immediately upon receipt of money for the sale of those mobile homes by retail customers.

7. The Defendant kept the sales proceeds from certain mobile home sales, in violation of the trust agreement between the Plaintiff and Defendant.

CONCLUSIONS OF LAW

8. The Defendant, Casey's Mobile Homes, Inc., is in violation of the trust agreements between the Plaintiff and the Defendant.

9. The Defendants, Wayne Anderson and Carla M. Anderson, are individually responsible for the indebtedness herein by reason of a guaranty agreement which they personally executed in their individual capacity.

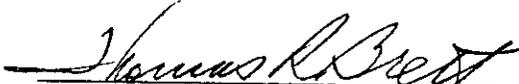
10. The Plaintiff has rightfully accelerated the remaining contract balance of the other floor-planned mobile homes because of the sold out of trust situation.

11. The Defendants, and each of them, jointly and severally,

are liable for the sum of \$13,855.05, money owed under the contractual arrangements between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff have judgment against Casey's Mobile Homes, Inc., Wayne Anderson, individually, and Carla M. Anderson, individually, jointly and severally, in the sum of \$13,855.05, said judgment representing a violation of a trust agreement between the parties, plus a reasonable attorneys fee, if timely applied for under the local rules.

FOR ALL OF WHICH LET EXECUTION ISSUE.



Honorable Thomas R. Brett
Judge of the District Court

Entered

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

JUL 17 1984

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

HARTFORD FIRE INSURANCE COMPANY,)
et al,)
)
Plaintiffs,)
)
vs.)
)
WESTERN NATIONAL BANK OF TULSA,)
)
Defendant.)

85-C-441-B

O R D E R

The cross-motions for summary judgment in the above-styled matter are now before the court for determination. Plaintiff has withdrawn its application to amend its motion for summary judgment.

The facts giving rise to this controversy are as follows: Hartford Fire Insurance Company, et al, (Hartford) entered into an agency agreement with Freese and Company, Inc. (Freese). Under the terms of their agreement, Freese was authorized to solicit insurance, to bind, issue and deliver policies, and to collect and receive premiums on such policies. As part of the agreement Freese was to collect premiums on all insurance policies sold and then to remit such premiums less the commissions paid to Freese as agent.

On September 28, 1979, Freese and Company opened a demand deposit account number 1015958 with defendant Western National Bank of Tulsa. On January 7, 1983, Freese and Company opened an additional Western National Bank demand deposit account number 1501887. Freese and Company was indebted to defendant by way of two promissory notes dated October 29, 1981, and March 30, 1983,

in the principal amounts of \$250,000.00 and \$200,000.00 respectively. The security agreements covering such notes stated that a security interest was conveyed to Western in all accounts receivable and that the collateral included all money deposited by Freese and Company with defendant bank.

On August 27, 1984, Freese deposited four checks in the amount of \$110,295.00 into Western National Bank. Of this amount, \$107,865.00 represented premiums paid by the Property Company of America for insurance protection from Hartford. Sixteen and three-tenths percent of this amount belonged to Freese and Company as commissions and the remaining \$90,283.00 represented premium money that belonged to plaintiffs under the agency agreement.

In September of 1984, defendant seized funds in the amount of \$212,520.69 from two Freese accounts, one of which is the account in which the premium checks had been deposited. After these funds had been seized plaintiff demanded that Western National Bank return such funds but the bank refused. Hartford then filed an action to recover these funds from Western National Bank. Western National contends that it properly exercised its statutory right of set off or banker's lien upon the deposits of Freese and Company. Hartford, however, contends that because it had an interest in the funds deposited Western National acted improperly when it seized the funds in question.

Title 42 O.S. §32 provides that "a banker has a general lien, dependent on possession, upon all property in his hands belonging to a customer, for the balance due to him from such customer in the course of the business." The right of a bank to

exercise its statutory "lien" is conditioned upon the following prerequisites: (1) that the funds deposited in the bank by the debtor were the debtor's property; (2) that the funds were deposited without restriction and were not special funds; and, (3) that there be an existing indebtedness by the depositor to the bank. Ingram v. Liberty National Bank & Trust Company of Oklahoma City, 533 P.2d 975 (Okla. 1975) (citing Southwest National Bank v. Evans, 221 P. 53 (1924)).

Resolution of the pending motions depends upon the characterization of the funds evidenced by Property Company of America checks payable to Freese and Company, Incorporated, and deposited by Freese in its account with Western National. Plaintiff argues that to the extent that the checks represent premiums for insurance protection from Hartford such funds were the property of plaintiff. Defendant contends that the agency agreement between Hartford and Freese established a debtor-creditor relationship concerning the payment of premiums and commissions. Therefore, defendant argues that the funds in question belong to Freese and Company and were properly set off by the bank toward Freese and Company's indebtedness.

In McFarling v. Demco, Inc., 546 P.2d 625 (Okla. 1976), the Oklahoma Supreme Court, upon similar facts, held that the relationship between a broker and insurer was that of debtor-creditor. The court reasoned that whether the insurance broker holds the premiums received in trust for the insurer depends upon the nature of their relationship as set forth in the "Agency Agreement". The agency agreement before the court in McFarling is virtually identical to the agreement now before this court.

Both provide that the insurance broker is authorized to retain out of premiums collected and paid over to the insurance company commissions as mutually agreed to. All premiums are due within forty-five (45) days from the end of the month in which the business was written. The McFarling court held that, under this agreement the broker was an agent of the insurer to the extent that it had been granted power to solicit insurance policies. However, as far as remittance of premiums was concerned, the court concluded that Liberty Insurance Company was merely a creditor of the insurance agent. The court found it noteworthy that the insurer was not to receive premiums and then pay the broker a commission. The broker had authority to deduct commissions from the money collected and the insurance company had no right to possession of the premiums held by the broker before the expiration of the forty-five (45) day period.

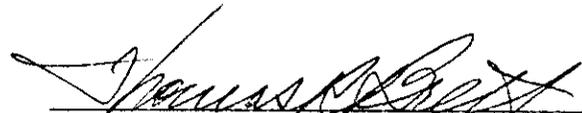
It appears in this case, as it did in McFarling, that the insurance agent did not keep these premiums in a separate account for the forty-five (45) day period. Furthermore, no provision in the Hartford-Freese agreement required such segregation of funds. On identical facts, the Oklahoma Supreme Court held that, absent an agreement to the contrary, if funds held by an agent are commingled with the knowledge and consent of his principal, the inference is that the agent becomes a debtor to the amount received for the principal. 546 P.2d at 629.

The court, therefore, finds that the agency agreement between Hartford and Freese and Company established a debtor-creditor relationship with regard to remittance of earned insurance premiums. The agreement did not require Freese and

Company to hold in trust the premiums payable to Freese and Company or Hartford. By virtue of promissory notes payable to Western National Bank, Western possessed a perfected security interest in the accounts receivable and the proceeds thereof of Freese and Company. Western further possessed a perfected security interest in all deposits of Freese and Company at Western. At the time which defendant seized the Freese accounts, the pre-conditions for statutory set off, as set forth in Ingram, supra, were satisfied. The court therefore finds that defendant properly enforced its perfected security interest and statutory right of set off under 42 O.S. §32.

It is therefore ordered that plaintiff's motion for summary judgment be and is hereby denied. It is further ordered that defendant's motion for summary judgment be and is hereby granted. A separate Judgment will be entered in keeping with this Order.

Dated this 17 day of July, 1986.


THOMAS R. BRETT
U. S. DISTRICT JUDGE

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

FILED

JUL 17 1986

1986 G. Silver, Clerk
U.S. District Court

HARTFORD FIRE INSURANCE COMPANY,)
et al.,)

Plaintiff,)

vs.)

No. 85-C-441-B

WESTERN NATIONAL BANK OF TULSA,)

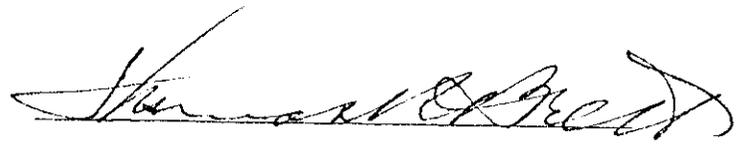
Defendant.)

J U D G M E N T

This action having come before the Court on cross-motions for summary judgment, and the Court having granted summary judgment in favor of the defendant, Western National Bank of Tulsa,

IT IS ORDERED AND ADJUDGED that the plaintiffs take nothing, that the action be dismissed on the merits, and that the defendant, Western National Bank of Tulsa, recover of the plaintiff its costs of action.

Dated at Tulsa, Oklahoma, this 17th day of July, 1986.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR
NORTHERN DISTRICT OF OKLAHOMA

FILED

CHARLES E. CLARKSON,)
)
 Plaintiff,)
)
 v.)
)
 RICHARD S. SCHWEIKER, Secretary)
 of Health and Human Services,)
)
 Defendant.)

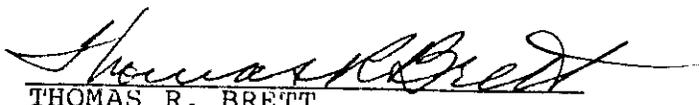
JUL 17 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT
No. 82-C-842-B

O R D E R

Defendant's motion to remand in the above-styled matter is now before the court for consideration. Good cause having been shown, it is hereby ordered that this case be remanded pursuant to section 5(c) of the Social Security Disability Benefits Reform Act of 1984 for further administrative proceedings conducted in accordance with the new mental impairment criteria.

It is so ordered this 17 day of July, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

JUL 17 1986

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

170.6 Clerk
U.S. DISTRICT COURT

No. 86-C-402-B

ORDER OF DISMISSAL WITH PREJUDICE

It appearing to the satisfaction of this Court that all matters in controversy regarding all requests for relief have been compromised by and between the parties, as evidenced by the signatures of each of the parties and the attorney for Defendants on the Stipulation for Dismissal filed herein on the 5th day of June, 1986.

IT IS ORDERED that the Plaintiff's above styled and numbered cause of action for relief be, and the same is hereby, dismissed with prejudice, with costs of this action, if any, taxed to the Defendants.

DATED this 17 day of July, 1986.

/s/ THOMAS R. BRITTE

UNITED STATES DISTRICT JUDGE

Entered

FILED

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

JUL 17 1986

GARLIN M. BAILEY,)
)
Plaintiff,)
)
v.)
)
PATRICIA A. McCONNELL,)
Personal Representative of)
the Estate of INEZ KIRK,)
Deceased, et al.,)
)
Defendants.)

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

No. 80-C-643-B

J U D G M E N T

NOW on this 30th day of June, 1986, this matter comes on for trial pursuant to the defendants' offer to allow judgment to be taken and plaintiff's notice of acceptance of defendants' offer of judgment filed of record on May 22, 1986.

The defendants and each of them appear by and through their attorneys, Pray, Walker, Jackman, Williamson and Marljar, and the plaintiff appears by and through his attorney P. Thomas Thornbrugh.

The Court, upon the joint stipulation of the parties, finds that the defendants and each of them served upon plaintiff their offer to allow judgment to be taken pursuant to Rule 68 of the Federal Rules of Civil Procedure and that plaintiff, on May 22, 1986, timely filed his notice

of acceptance of defendants' offer of judgment.

The Court further finds that the offer of judgment and notice of acceptance of defendants' offer of judgment are in the proper form as required by Rule 68.

The Court further finds that the parties, upon joint stipulation entered into in open court, have submitted the issue of the duration of time in which the judgment should be paid to this Court and that the parties expressly waive their right to appeal the finding and order of this Court in regard to the imposition of an order compelling payment of said judgment.

The Court further finds upon hearing the testimony of witnesses sworn and evidence received in open court that judgment in the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) as and for damages for violation of plaintiff's constitutional rights and the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) as and for attorneys' fees and costs for a total of Three Hundred Thousand and no/100 Dollars (\$300,000.00) should be, and the same is, awarded to the plaintiff.

The Court further finds that said judgment in the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) shall bear interest at the rate of 6.56 percent per annum from May 22, 1986, until paid in full; that said

judgment shall be paid to the plaintiff by the defendant CITY OF SAND SPRINGS, OKLAHOMA, in the following installments:

The sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) plus accrued interest in the sum of Five Thousand Three Hundred Thirty-Seven and 88/100 Dollars (\$5,337.88) for a total payment of One Hundred Five Thousand Three Hundred Thirty-Seven and 88/100 Dollars (\$105,337.88) shall be paid to plaintiff and his attorneys, P. Thomas Thornbrugh and Frank M. Hagedorn, on August 29, 1986.

The sum of Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$66,666.67) plus accrued interest in the sum of Twelve Thousand Seventy-Seven Dollars and 52/100 Dollars (\$12,077.52) for a total payment of Seventy-Eight Thousand Seven Hundred Forty-Four and 19/100 Dollars (\$78,744.19) shall be paid to plaintiff and his attorneys, P. Thomas Thornbrugh and Frank M. Hagedorn, on July 31, 1987.

The sum of Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$66,666.67) plus accrued interest in the sum of Eight Thousand Seven Hundred Forty-Six and 67/100 Dollars (\$8,746.67) for a total payment of Seventy-Five Thousand Four Hundred Thirteen and 34/100 Dollars (\$75,413.34) shall be paid to plaintiff and his attorneys, P. Thomas Thornbrugh and Frank M. Hagedorn, on July 31, 1988.

The sum of Sixty-Six Thousand Six Hundred Sixty-Six

and 66/100 Dollars (\$66,666.66) plus accrued interest in the sum of Four Thousand Three Hundred Seventy-Three and 33/100 Dollars (\$4,373.33) for a total payment of Seventy-One Thousand Thirty-Nine and 99/100 Dollars (\$71,039.99) shall be paid to plaintiff and his attorneys, P. Thomas Thornbrugh and Frank M. Hagedorn, on July 31, 1989.

IT IS THEREFORE ORDERED by the Court that the plaintiff, GARLIN M. BAILEY, is hereby awarded money judgment against the defendants and each of them in the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) as and for damages for violation of his civil rights and for attorneys' fees and costs.

IT IS FURTHER ORDERED by the Court that the judgment in the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) awarded herein shall accrue interest at the rate of 6.56 percent per annum from May 22, 1986, until paid in full.

IT IS FURTHER ORDERED by the Court that the judgment in the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) awarded herein shall be paid to the plaintiff by the defendant CITY OF SAND SPRINGS, OKLAHOMA, in the following installments:

The sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) plus accrued interest in the sum of Five

Thousand Three Hundred Thirty-Seven and 88/100 Dollars (\$5,337.88) for a total payment of One Hundred Five Thousand Three Hundred Thirty-Seven and 88/100 Dollars (\$105,337.88) shall be paid to plaintiff and his attorneys, P. Thomas Thornbrugh and Frank M. Hagedorn, on August 29, 1986.

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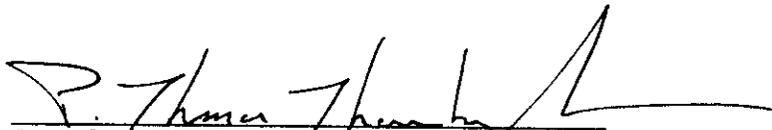
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The sum of Sixty-Six Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$66,666.66) plus accrued interest in the sum of Four Thousand Three Hundred Seventy-Three and 33/100 Dollars (\$4,373.33) for a total payment of Seventy-One Thousand Thirty-Nine and 99/100 Dollars (\$71,039.99) shall be

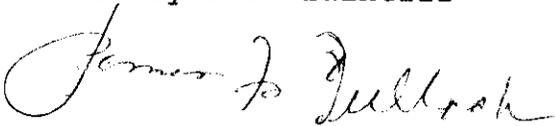
paid to plaintiff and his attorneys, P. Thomas Thornbrugh and Frank M. Hagedorn, on July 31, 1989.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:



P. Thomas Thornbrugh, OBA #8995
1722 South Boston
Tulsa, OK 74119
(918) 582-1112
Attorney for Plaintiff



James F. Bullock, OBA #1304
Pray, Walker, Jackman,
Williamson and Marlar
Oneok Plaza, 9th Floor
Tulsa, OK 74103
Attorneys for Defendants

FILED
26
JUN 30 1986

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

DOROTHY A. EVANS, CLERK
BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

In re.)
)
SAMMIE WILLIAM YAHOLA and)
CINDY SUE YAHOLA,)
)
Debtors,)
)
FRED W. WOODSON, TRUSTEE,)
)
Plaintiff,)
)
vs.)
)
SAMMIE WILLIAM YAHOLA and)
CINDY SUE YAHOLA,)
)
Defendants.)

Case No. 86-00185

(Chapter 7)

Adversary No. 86-0183

176 - 1986
1297
DOROTHY A. EVANS, CLERK
U.S. DISTRICT COURT
JUL 17 1986

JUDGMENT BY DEFAULT

This matter comes on for hearing before me on the Affidavit and Application for Judgment by Default filed herein by Fred W. Woodson, plaintiff-trustee, and it appearing to the Court that all of the statements set forth in said Affidavit and Application are true and correct, and Judgment by Default should be entered in favor of plaintiff, and against defendants, Sammie William Yahola and Cindy Sue Yahola, as in said plaintiff's Complaint set forth.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Judgment by Default is entered in favor of plaintiff and against defendants, Sammie William Yahola and Cindy Sue Yahola,

WOODSON, PHILLIPS
& ASSOCIATES, INC.

Attorneys at Law

6126 E. 38th, Suite 304

Tulsa, Oklahoma

74135

Area Code 918

664 0181

and that plaintiff is awarded a money judgment against said defendants herein, and each of them, in the sum of \$1,426.00, plus a reasonable attorney's fee and all costs of this action, accrued and accruing.

Dated this 26 day of June,
1986.

BY THE COURT,

Wickey L. Wilson
U.S. BANKRUPTCY JUDGE

cc: Fred W. Woodson

United States Bankruptcy Court)
Northern District of Oklahoma) ss

I HEREBY CERTIFY THAT THE FOREGO-
ING IS A TRUE COPY OF THE
ORIGINALS ON FILE.

Abbie Warner
- Clerk - Deputy Clerk

WOODSON, PHILLIPS
& ASSOCIATES, INC.

Attorneys at Law
6128 E 38th Suite 304
Tulsa Oklahoma
74135

Area Code 918
664 0181

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

DORIS FORSHEE, an individual,
and HORACE FORSHEE, an
individual,

Plaintiffs,

vs.

KEN MCCORMICK, an individual;
BEEBEE MCCORMICK, an individual;
and CLYDE SAM WEBB, d/b/a CLYDE
SAM WEBB REFRIGERATION AND AIR
CONDITION SERVICE,

Defendants.

No. 85-C-276-C

JUL 17 1986

CLERK
U.S. DISTRICT COURT

ORDER OF DISMISSAL

On this 17th day of July, 1986, upon the written application of the Plaintiffs, Doris Forshee, an individual, and Horace Forshee, an individual, and the Defendant, Clyde Sam Webb d/b/a Clyde Sam Webb Refrigeration and Air Condition Service, for a Dismissal with prejudice of the Complaint of Forshee v. McCormick and all causes of action therein, the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to Dismiss said Complaint with prejudice to any future action. The Court being fully advised in the premises finds said settlement is to the best interest of said Plaintiffs.

THE COURT FURTHER FINDS that said Complaint in Forshee v. McCormick should be dismissed pursuant to said Application.

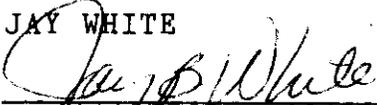
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the Plaintiffs, Doris Forshee, an individual and Horace Forshee, an individual, against the Defendant, Clyde Sam Webb d/b/a Clyde Sam Webb Refrigeration and Air Condition Service, be and the same hereby are dismissed with prejudice to any future action.

(Signed) H. Dale Cook

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

APPROVALS:

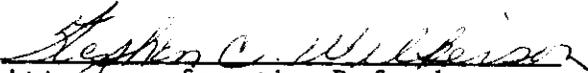
JAY WHITE



Jay White

Attorney for the Plaintiffs

STEPHEN C. WILKERSON



Stephen C. Wilkerson
Attorney for the Defendant
Clyde Sam Webb d/b/a Clyde
Sam Webb Refrigeration and
Air Condition Service

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUL 1 1986

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 PATRICK A. JONES,)
)
 Defendant.)

CIVIL ACTION NO. 86-C-247-E

ORDER OF DISMISSAL

Now on this 15th day of July, 1986, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve Patrick A. Jones have been unsuccessful.

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

~~H. DALE COOK~~

UNITED STATES DISTRICT JUDGE

fel JAMES O. ELLISON

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

JAMES LEE KLAUS and CAROLYN JOY)
KLAUS; COUNTY TREASURER, Tulsa)
County, Oklahoma; BOARD OF)
COUNTY COMMISSIONERS, Tulsa)
County, Oklahoma,)

Defendants.)

CIVIL ACTION NO. 86-C-345-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15 day
of July, 1986. The Plaintiff appears by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Phil Pinnell, Assistant United States Attorney;
the Defendants, Board of County Commissioners, Tulsa County,
Oklahoma, and County Treasurer, Tulsa County, Oklahoma, appear by
Susan K. Morgan, Assistant District Attorney, Tulsa County,
Oklahoma; and the Defendants, James Lee Klaus and Carolyn Joy
Klaus, appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendants, James Lee Klaus and
Carolyn Joy Klaus, acknowledged receipt of Summons and Complaint
on April 27, 1986; that Defendant, County Treasurer, Tulsa
County, Oklahoma, acknowledged receipt of Summons and Complaint
on April 9, 1986; and that Defendant, Board of County
Commissioners, Tulsa County, Oklahoma, acknowledged receipt of
Summons and Complaint on April 14, 1986.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on April 28, 1986; and that the Defendants, James Lee Klaus and Carolyn Joy Klaus, have failed to answer and their default has therefore been entered by the Clerk of this Court on May 28, 1986.

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

Lot Nineteen (19), Block Twelve (12), ELM CREEK ESTATES FIRST ADDITION, BLOCKS 12 THROUGH 15, A Subdivision to the City of Owasso, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

The Court further finds that on February 19, 1982, James Lee Klaus and Carolyn Joy Klaus executed and delivered to the Lomas & Nettleton Company their Mortgage Note in the amount of \$50,500.00, payable in monthly installments, with interest thereon at the rate of sixteen and one-half percent (16.5%) per annum.

The Court further finds that as security for the payment of the above-described note, James Lee Klaus and Carolyn Joy Klaus executed and delivered to the Lomas & Nettleton Company, a real estate mortgage dated February 19, 1982, covering the above-described property. Said mortgage was recorded on March 13, 1982, in Book 4598, Page 873, in the records of Tulsa County, Oklahoma.

The Court further finds that on November 28, 1984, the above-described note and mortgage were assigned by the Lomas & Nettleton Company to the Administrator of Veterans Affairs. Said assignment was recorded on December 27, 1984, in Book 4836, Page 48, in the records of Tulsa County, Oklahoma.

The Court further finds that on January 24, 1985, James Lee Klaus and Carolyn Joy Klaus, entered into a modification and re-amortization agreement with the Administrator of Veterans Affairs.

The Court further finds that the Defendants, James Lee Klaus and Carolyn Joy Klaus, made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, James Lee Klaus and Carolyn Joy Klaus, are indebted to the Plaintiff in the principal sum of \$55,285.35, plus interest at the rate of sixteen and one-half percent (16.5%) per annum from August 1, 1985, until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, do not claim and do not have any right, title, or interest in the real property involved in this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, United States of America, have and recover judgment against the Defendants, James Lee Klaus and Carolyn Joy Klaus, in the principal sum of \$55,285.35, plus interest at the rate of

sixteen and one-half percent (16.5%) per annum from August 1, 1985, until judgment, plus interest thereafter at the current legal rate of 6.35 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants, James Lee Klaus and Carolyn Joy Klaus, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

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

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under

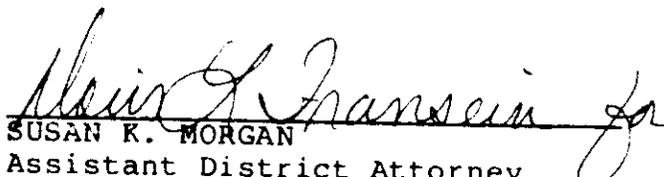
and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

APPROVED:

LAYN R. PHILLIPS
United States Attorney



PHIL PINNELL
Assistant United States Attorney



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

~~UNITED STATES DISTRICT JUDGE~~
UNITED STATES DISTRICT JUDGE

J. O. Ellison
JAMES O. ELLISON

Entered

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

FILED

JUN 16 1986 *yk*

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

UNITED STATES OF AMERICA,)
)
Plaintiff/Respondent,)
)
v.)
)
THOMAS EARL ARTERBURN,)
)
Defendant/Petitioner.)

No. 86-C-414-B ✓
(85-CR-118-B)

ORDER

This matter comes before the Court on a 28 U.S.C. §2255 Motion to Vacate Sentence by defendant Thomas Earl Arterburn, pro se. On November 11, 1985, following a plea of guilty, the Court sentenced defendant to eighteen months of imprisonment for his having violated Title 18, U.S.C. §3146(a) and 3146(b)(1)(B), bail jumping. The defendant states four grounds for his post conviction relief. They are:

1. His conviction was obtained by a violation of procedural due process of law;
2. That he was denied effective assistance of counsel;
3. That he was denied an effective opportunity to defend the Pre-Sentence Investigation report; and
4. That the sentence imposed on him constitutes cruel and unusual punishment.

The motion is denied for the reasons set forth below.

The defendant argues that his due process rights were violated by the denial of his request to be returned to New York where he had previously been charged with uttering a forged Treasury check, a violation of 18 U.S.C. §495.

On July 3, 1985, defendant signed a consent to transfer the New York case for a guilty plea to this district pursuant to Rule 20, Federal Rules of Criminal Procedure. (Plaintiff's Response to \$2255 Motion to Vacate Sentence, Exhibit "A"). On July 8, 1985, the defendant posted bond on the New York charge with the Clerk of the Court of the United States District Court for the Northern District of Oklahoma, and was released. The defendant absconded and was charged in the Northern District of Oklahoma with bail jumping, a violation of 18 U.S.C. §3146(a) and 3146(b)(1)(B). The defendant was later arrested in Wisconsin and returned to this district. At his arraignment on September 13, 1985, on the bail jumping charge in the Northern District of Oklahoma, defendant renounced the Rule 20 agreement and requested to be returned to New York.

The court in United States v. Roche, 611 F.2d 1180 (6th Cir. 1980) stated:

"It is well settled that one released on bail under the Bail Reform act is under the continuing jurisdiction of the district court which admitted that person to bail. See e.g., United States v. Harris, 544 F.2d 947 (8th Cir. 1976). Also, as a condition of his release a bailed defendant agrees to obey all orders of the court which released him. In our view when a bailed defendant willfully disobeys a court order requiring him to report for commencement of his prison term, the nature of that failure constitutes an affront to the power and dignity of the court which admitted him to bail and a most flagrant breach of the conditions of his lawful release. The crime of bail jumping diminishes the power of a court to control those properly within its jurisdiction and afflicts that court with its detrimental effects."

This case points out the authority of courts which set bail

to resolve those charges. If the defendant has a complaint as to a violation of his speedy trial rights on the forgery charge in New York, that should have been raised in New York when he was returned there.

The Court and/or the U.S. Attorney's office did not violate the defendant's due process rights when defendant was not immediately returned to New York. The Court had the right to resolve the pending indictment in his district for bail jumping before returning the defendant to New York.

The defendant further alleges that in sentencing him to 18 months for bail jumping in this district, a "supposition of guilt was made regarding the New York charge." The defendant was charged under 18 U.S.C. §3146(b)(1)(B). That statute states, "If the person was released in connection with a charge of an offense punishable by imprisonment for a term of five or more years, but less than fifteen years, he shall be fined not more than \$10,000 or imprisoned for not more than five years, or both." The defendant was charged in New York with a violation of 18 U.S.C. §495 which carries with it a penalty of not more than \$1000 or 10 years or both. Therefore, under §3146(b)(1)(B) the defendant could have been imprisoned for not more than five years as provided. The findings of the Court in New York concerning defendant's guilt or innocence are not relevant in sentencing under 18 U.S.C. §3146(b)(1)(B).

Defendant's arguments as to violation of procedural due process are without merit.

The defendant makes three arguments as to effectiveness of counsel: (1) that his attorney, Robert Lowery, filed the Rule 20 agreement without defendant's knowledge and consent, (2) that defendant plead guilty on attorney's advice that there was no defense to the bail jumping charge and that if he plead guilty the New York charges would be dropped, and (3) that defendant made repeated attempts to have his attorney removed from the case.

In United States v. Baylin, 531 F.Supp. 741 (D.Del. 1982) the court laid down the standard for review in a §2255 petition:

"Ordinarily a prisoner is entitled to a hearing on his §2255 petition unless the files and records of the case conclusively show that he is entitled to no relief. 28 U.S.C. §2255, United States v. Goodman, 590 F.2d at 710; United States v. Margliano, 588 F.2d at 397. Although the courts have demonstrated considerable solicitude in administering this right, more than conclusory allegations, unsupported by specific facts, are required to warrant an evidentiary hearing, particularly in a case, such as this, where the defendant seeks relief from a guilty plea on the ground of undisclosed promises, and thus attempts to recant statements made by him under oath during a Rule 11 proceeding....In addition, 'contentions that in the face of the record are wholly incredible' will be summarily dismissed. Blackledge v. Allison, 431 U.S. 63, 97 S.Ct. 1621, 52 L.Ed.2d 473 (1962)."

See also Brown v. United States, 442 F.Supp. 150 (E.D.Okla. 1977); Marsh v. United States, 435 F.Supp. 426 (W.D.Okla. 1976); Davis v. United States, 415 F.Supp. 982 (E.D.Okla. 1975). Defendant is merely making conclusory statements which are not supported by the record.

The defendant's argument as to the filing of the Rule 20 agreement without defendant's knowledge and consent are contrary to the record. The Rule 20 agreement was signed by the defendant. Plaintiff's Response to §2255 Motion to Vacate Sentence, Exhibit "A". Defendant's attorney, by way of an affidavit stated that this allegation was "absolutely not true". Plaintiff's Response to §2255 Motion to Vacate Sentence, Exhibit "B", p. 2.

Defendant's second basis for his ineffective assistance claim is that the attorney stated there was no defense for the charge of bail jumping and that defendant should plead guilty and the New York charge would be dropped. In the attorney's affidavit he stated, "I never advise a defendant to plead guilty because of 'no-defense'. I instead ask them to show me what defense if any they think I can use. I always explain all rights and privileges that are in the petition for a guilty plea, in addition to having them read that petition before they sign it." (Plaintiff's Response to §2255 Motion to Vacate Sentence, Exhibit "B" pp. 1-2) He further stated, "With regards to Mr. Arterburn's statement as to the plea arrangement ... there were no statements as to how much time he would have to serve. There were [sic] no mention whatsoever of anything to do with the New York charge as I had not had any contact with anybody with reference to that charge." (Plaintiff's Response to §2255 Motion to Vacate Sentence, Exhibit "B" p.1)

This statement is substantiated in the transcript of defendant's hearing to change his plea to guilty on October 9, 1985.

The Court: Before coming in here today did he (Attorney) review with you a petition to enter a plea of guilty, that four-page document there in front of you?

The Defendant: Yes, Your Honor.

The Court: As far as you're concerned, have you had adequate time to discuss that with him?

The Defendant: I believe so.

The Court: As a result of that discussion do you think you're adequately advised of the contents of that petition to enter a plea of guilty?

The Defendant: Yes, Your Honor.

The Court: Do you have any questions about it at all?

The Defendant: None whatsoever."

The transcript also points out that the defendant stated, under oath, that he was given no assurances as to what punishment would be imposed if he plead guilty.

The Court: This plea of guilty that you have just entered into here, Mr. Arterburn, have you done so voluntarily?

The Defendant: Yes, Your Honor.

The Court: Anybody forced you in any way to get you to do that?

The Defendant: No, Your Honor.

The Court: Anybody threatened you in any way.

The Defendant: No.

The Court: Anybody promised you anything whatsoever to get you to enter this plea of guilty?

The Defendant: No.

The Court: Have you been given any assurances at all about what punishment will be imposed in the event your plea of guilty is accepted and you're found guilty?

The Defendant: None whatsoever.

The Court: You understand punishment in a matter like this is left exclusively up to the Court?

The Defendant: I understand.

The evidence in the record is clearly contrary to defendant's statement that his attorney improperly advised defendant to plead guilty and that the New York charge would be dropped if he did so.

Defendant further alleges that he made continuous objections to Robert Lowery being appointed as his attorney. At the change of plea proceeding on the 9th day of October, 1985, where defendant plead guilty to the bail jumping charge, the Court asked defendant if he was satisfied with his counsel and the defendant indicated that he was by the following:

The Court: Throughout in this matter have you been represented by your counsel, Mr. Lowery?

The Defendant: Yes sir.

The Court: Are you satisfied with his representation of you in every respect?

The Defendant: Yes, sir.

The Court: As far as you're concerned, then, has Mr. Robert Lowery been a good lawyer in your behalf?

The Defendant: I believe so, sir.

Following the change of plea proceeding, the defendant made an application for change of attorney, stating that his attorney

had not been returning his calls or letters. The Court Clerk's Office asked Mr. Lowery to speak with the defendant. Mr. Lowery in an affidavit stated, "With regards to his efforts to have me removed as attorney of record, I on numerous occasions became aware that Mr. Arterburn was dissatisfied and on numerous occasions I asked if he wished for me to remove myself and each time he stated no, and that he just wanted to have more contact with me." (Plaintiff's Response to §2255 Motion to Vacate Sentence, Exhibit "B" p. 2)

The defendant had ample opportunity to indicate at his sentencing that he was not pleased with his attorney, but he did not do so. In fact, defendant conferred with his attorney on several occasions and seemed satisfied with the advice he received.

The standard for judging effective assistance of counsel was set out by the Supreme Court in its recently published cases of United States v. Cronin, [No. 82-660], ___ U.S. ___, 104 S.Ct. 2039 (1984) and Strickland v. Washington, [No. 82-1554], 104 S.Ct. 2052 (1984). Strickland stated: "The proper standard for judging attorney performance is that of reasonably efficient assistance, considering all the circumstances..." From the record before this court there is no indication other than mere allegations by the defendant, that defendant was denied effective assistance of counsel. Defendant's motion to vacate the sentence for lack of effective counsel is denied.

The defendant's third ground for relief is that he was denied effective opportunity to defend the pre-sentence investigation report. The defendant argues that the probation officer was biased against him because of an investigation of defendant and his family on a future charge and that defendant signed a waiver of the right to have a 10-day waiting period between the report and sentencing upon the request of the probation officer. There is no indication in the record of any truth to these allegations. If defendant needed more time to review the report, or he felt there was bias against him, the proper time to have raised those issues was during sentencing. The defendant made no mention of either of these charges at sentencing.

Defendant also argues that, because the pre-sentence report was based mainly on future charges, he was unable to effectively defend the report. In Gregg v. United States, 394 U.S. 489 (1969), the Supreme Court stated as to pre-sentence reports, "There are no formal limitations on their contents, and they may rest on hearsay and contain information bearing no relation whatever to the crime with which the defendant is charged." Defendant's argument is contrary to the standard stated in Gregg.

As to defendant's allegation that he did not have sufficient opportunity to discuss the report with counsel, the transcript of the sentencing procedure held on November 21, 1985, clearly indicates to the contrary.

The Court: Mr. Arterburn, the Court has been furnished with a copy of the pre-sentence report in this matter. Have you likewise been furnished a copy of it?

The Defendant: Yes, I read the copy, Your Honor. I have read it.

The Court: All right. Have you had an opportunity to visit with Mr. Lowery about it?

The Defendant: Just in this courtroom for about a minute is all.

The Court: Do you need any additional time to visit with him about it?

(Whereupon, the defendant and his counsel conferred briefly.)

The Court: Do you need any more time to talk with Mr. Lowery about it?

The Defendant: I don't believe so, Your Honor.

The defendant, after making a few corrections in the report and after his attorney had offered mitigating circumstances, further stated:

The Court: Mr. Arterburn, before sentencing is pronounced do you have any comment you would like to make to the Court, sir?

The Defendant: No, sir.

The Court: Anything at all?

The Defendant: Mr. Lowery has pretty well covered it...

The transcript of the sentencing indicates defendant, after making a few changes, was satisfied with the pre-sentence investigation report. Defendant's Motion to Vacate for lack of opportunity to defend the pre-sentence investigation report is also denied.

The defendant's final ground for relief is that the 18-month sentence imposed on him constitutes cruel and unusual punishment. Defendant's reasoning seems to be that because the New York court eventually sentenced defendant to less time on the original substantive charge¹ than the 18-month sentence this court gave on the bail jumping charge, the 18-month sentence was too severe. The maximum sentence provided by law for the bail jumping offense, to which the defendant entered a guilty plea, provides for a maximum fine and imprisonment of \$10,000 or five years, or both, pursuant to the provisions of 18 U.S.C. 3145(b)(1)(B). In United States v. Alfonso, 738 F.2d 369, 373 (10th Cir. 1984), the court stated, "Absent specific allegations of constitutionally impermissible motives on the part of the trial court, a sentence within statutory limits is ... not open to review." The sentence of 18 months is well within the statutory limits and therefore there is no basis to defendant's allegation of cruel and unusual punishment.

Defendant's \$2255 Motion to Vacate Sentence is denied.

IT IS SO ORDERED this 12th day of June, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

¹ The New York charge was ultimately reduced based on plea bargaining to a violation of 18 U.S.C. §1708, theft or receipt of stolen mail.

IN THE UNITED STATES DISTRICT COURT FOR
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 16 1986

DARRELL ARTHUR HICKS,)
)
 Petitioner,)
)
 v.)
)
 THE STATE OF OKLAHOMA,)
 THE ATTORNEY GENERAL OF THE)
 STATE OF OKLAHOMA,)
)
 Respondents.)

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

86-C-317-C

FINDINGS AND RECOMMENDATIONS OF THE MAGISTRATE

Petitioner's application for a writ of habeas corpus pursuant to 28 U.S.C. §2254 has been referred to the Magistrate for findings and recommendations. Respondents filed a motion to dismiss for failure to exhaust state remedies. Having examined the application and respondents' motion, the Magistrate makes the following findings and recommendations:

Title 28 U.S.C. §2254(b) provides that "an application for a writ of habeas corpus ... shall not be granted unless it appears that the applicant has exhausted the remedies available in the courts of the state, or that there is either an absence of available state corrective process or the existence of circumstances rendering such process ineffective to protect the rights of the prisoner."

Petitioner filed a direct appeal of his conviction in which he raises the same issue presented in his petition for habeas corpus. The record reveals that as of May 28, 1986, petitioner's appeal is still pending in the Court of Criminal Appeals.

The Magistrate therefore finds that petitioner has not exhausted his available state remedies and therefore the petition must be dismissed pursuant to 28 U.S.C. §2254(b).

Dated this 15th day of July, 1986.



JOHN LEO WAGNER
UNITED STATES MAGISTRATE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 16 1986

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

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

BRUCE L. PATRICK, JR.,)

Defendant.)

CIVIL ACTION NO. 86-C-260-C

ORDER OF DISMISSAL

Now on this 15 day of July, 1986, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve him have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Bruce L. Patrick, Jr., be and is dismissed without prejudice.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

FILED

JUL 16 1986

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

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

DEAN RABLE,

Plaintiff,

vs.

AMERICAN AIRLINES, INC.,

Defendant.

No. 85-C-1039-C

J U D G M E N T

This matter came on before the Court on defendant American Airlines' motion for summary judgment. The issues having been duly considered and a decision having been duly rendered in accordance with the Order filed simultaneously herein,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that summary judgment be hereby entered on behalf of defendant American Airlines as against plaintiff Dean Rable, together with the costs of this action.

IT IS SO ORDERED this 15th day of July, 1986.


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

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OKLAHOMA

CLERK'S OFFICE

UNITED STATES COURT HOUSE

TULSA, OKLAHOMA 74103

(918) 581-7796
(FTS) 736-7796

JACK C. SILVER
CLERK

July 16, 1986

TO: COUNSEL/PARTIES OF RECORD

RE: Case # 86-C-313-C
Brown v. Brannon and Holiday Inn, Inc.

This is to advise you that Chief Judge H. Dale Cook entered the following Minute Order this date in the above case:

The motion of defendant Holiday Inn for summary judgment, filed herein on June 26, 1986, and not responded to by plaintiff, is hereby sustained pursuant to Local Rule 14(a).

Very truly yours,

JACK C. SILVER, CLERK

By:


Deputy Clerk

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

FILED

JUL 16 1986

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

GLENPOOL UTILITY SERVICES
AUTHORITY, a Utility Trust,

Plaintiff,

vs.

No. 84-C-415-C

CREEK COUNTY RURAL WATER
DISTRICT NO. 2, and JODY
SWEETIN, an individual,

Defendants,

-and-

CREEK COUNTY RURAL WATER
DISTRICT NO. 2,

Third Party Plaintiff,

vs.

FARMERS HOME ADMINISTRATION,
UNITED STATES DEPARTMENT OF
AGRICULTURE, UNITED STATES
OF AMERICA,

Third Party Defendants.

J U D G M E N T

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

IT IS HEREBY ORDERED AND ADJUDGED that defendant District No. 2's request for an injunction be denied.

IT IS FURTHER ORDERED AND ADJUDGED that the parties' request for declaratory judgment be denied.

The Court reserves ruling on the matter of costs and attorney fees until proper documents regarding same are presented to the Court.

IT IS SO ORDERED this 15th day of July, 1986.


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

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OKLAHOMA

CLERK'S OFFICE

UNITED STATES COURT HOUSE

TULSA, OKLAHOMA 74103

7-15-86

(918) 581-7796
(FTS) 736-7786

JACK C. SILVER
CLERK

July 15, 1986

TO: COUNSEL/PARTIES OF RECORD

RE: Case 86-C-375-C
South Miami Gas Co. v. Arkla, et al.

This is to advise you that Chief Judge H. Dale Cook entered the following Minute Order this date in the above case:

The motion of defendant Arkla to transfer is hereby granted. The clerk of the Court is hereby ordered to effect transfer of this case without delay to the United States District Court for the Western District of Oklahoma.

Very truly yours,

JACK C. SILVER, CLERK

By:

P. Jones

Deputy Clerk

- Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
MORRIS L. BRADFORD,)
)
Defendant.) CIVIL ACTION NO. 86-C-460-E

RECEIVED
JUL 15 1986
JAMES P. BROWN, CLERK
U.S. DISTRICT COURT

NOTICE OF DISMISSAL

COMES NOW the United States of America by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, 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 15th day of July, 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 15th day of July, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Morris L. Bradford, 1219 South Lewis Place, Tulsa, Oklahoma 74104.

Nancy Nesbitt Blevins
Assistant United States Attorney

Entered

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 15 1986

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

FRONTIER CONTRUCTION)
CORPORATION, a corporation)
)
Plaintiff,)
)
vs.)
)
GERALD L. MURPHY and)
JOHN ELSNER, d/b/a UNIVERSAL)
RECREATION LIMITED, a)
Partnership)
)
Defendants.)

No. 86-C-203 E

NOTICE OF DISMISSAL

Comes now, plaintiff, Frontier Construction Corporation,
and voluntarily dismisses its complaint against Defendant,
John Elsner, without prejudice and at plaintiff's costs.

LAW OFFICES OF THEODORE F. SCHWARTZ

BY: Dennis J. Dolan

THEODORE F. SCHWARTZ #17995
DENNIS J. DOLAN #35135
Attorneys for Plaintiff
11 South Meramec, Suite 1100
Clayton, Missouri 63105
(314) 863-4654

CERTIFICATE OF SERVICE

Copy of the foregoing was served by United States Mail,
postage prepaid, upon Mr. Don E. Wiechmann, Attorney for
Defendant John Elsner, 1516 South Boston, Suite 205, Tulsa,
Oklahoma 74119, this 14th day of July, 1986.

Carol Wojcicki

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 14 1986

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
RANDALL B. HAGAN,)
)
Defendant.)

CIVIL ACTION NO. 86-C-236-E

DEFAULT JUDGMENT

This matter comes on for consideration this 14 day
of July, 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, Randall B. Hagan, appearing not.

The Court being fully advised and having examined the
file herein finds that Defendant, Randall B. Hagan, was served
with Summons and Complaint on May 6, 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,

Randall B. Hagan, for the principal sum of \$1,889.83, plus accrued interest of \$264.65 and administrative costs of \$14.71 as of July 10, 1984, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.68 per month from July 10, 1984, until judgment, plus interest thereafter at the current legal rate of 6.35 percent per annum until paid, plus costs of this action.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

JCA JAMES C. ELLISON

Entered

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

FILED

LDS-TULSA, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 CONTINENTAL MECHANICAL)
 CORPORATION, a corporation;)
 HENRY C. BECK COMPANY,)
 a corporation; and FLINTCO,)
 INC., a corporation, d/b/a)
 BECK-FLINTCO, a joint venture;)
 and MINORU YAMASAKI & ASSO-)
 CIATES, a corporation,)
)
 Defendants.)

MAR 14 1986

Case No. 86-C-514-B. DISTRICT COURT

DISMISSAL WITHOUT PREJUDICE

For good cause shown, and there being no objections thereto,
the motion of LDS-Tulsa, Inc. to dismiss the captioned case
without prejudice is hereby granted.

S/ THOMAS R. BRETT

United States District Judge

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

FILED

MAR 14 1986

W. G. Sawyer, Clerk
U. S. DISTRICT COURT

DELTA CATTLE CORPORATION,)
Debtor,)
)
Plaintiff,)
)
v.)
)
GEORGE N. PLASTIRAS,)
)
Defendant.)

No. 86-C-445-B ✓

ORDER

This matter comes before the court on defendant's Motion for Leave to Appeal from an Order of the United States Bankruptcy Court for the Northern District of Oklahoma. For the reasons set forth below, the Motion for Leave to Appeal is denied.

On March 14, 1986, Robert E. Miles, as Trustee for the debtor, Delta Cattle Corporation, filed a complaint against defendant alleging that defendant was a creditor of Delta Cattle Corporation and seeking a judgment against defendant voiding a payment of \$2,000.00 made by Delta Cattle to defendant's law office for legal services rendered.

Defendant filed a Motion to Dismiss the Complaint because all dealings and transactions with Delta Cattle were conducted under the corporate name of George N. Plastiras, P.A., not George N. Plastiras, individually. Defendant contends George N. Plastiras was not a proper party defendant and therefore the court did not have jurisdiction over defendant. The Bankruptcy Court denied defendant's motion.

Authority for the District Court to hear appeals from interlocutory orders is found at 28 U.S.C. §158, which provides in pertinent part:

(a) The district courts of the United States shall have jurisdiction to hear appeals from final judgments, orders, and decrees, and, with leave of the court, from interlocutory orders and decrees, of bankruptcy judges entered in cases and proceedings referred to the bankruptcy judges under section 157 of this title. An appeal under this subsection shall be taken only to the district court for the judicial district in which the bankruptcy judge is serving; and,

(c) An appeal under subsections (a) and (b) of this section shall be taken in the same manner as appeals in civil proceedings generally are taken to the courts of appeals from the district courts and in the time provided by Rule 8002 of the Bankruptcy Rules.

Section 158 is silent as to what standard or considerations should be employed by the district court in determining whether leave to appeal should be granted.

Because bankruptcy appeals are to be taken in the same manner as appeals in civil matters, generally, the court finds the statutory provision governing interlocutory appeals from district courts to appellate courts should be applied. 28 U.S.C. §1292(b). See, In re Johns-Manville Corp., 47 B.R. 957 (S.D.N.Y. 1985). In general, exceptional circumstances must be present to warrant allowing an interlocutory appeal. Coopers & Lybrand v. Livesay, 437 U.S. 463 (1977). 28 U.S.C. §1292(b) mandates three conditions requisite to an interlocutory appeal: (1) the existence of a controlling question of law; which (2) would entail substantial ground for differences of opinion; and (3) the resolution of which would materially advance the ultimate termination of the litigation.

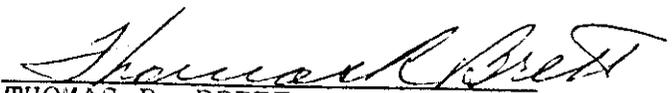
The defendant, Plastiras, has failed to satisfy any of these requirements. Thus, this court is compelled to deny the motion for leave to appeal.

Moreover, the likelihood of Defendant's prevailing on appeal, should this court give him leave to do so, is one consideration for this court in determining whether defendant should be given leave to appeal the action of the Bankruptcy Court. In In re Den-Col Cartage & Distribution, Inc., 20 B.R. 645 (D.Colo. 1982), the court outlined the standards to determine when "the circumstances are extraordinary enough to warrant an interlocutory appeal." Id. at 648. According to the court, an interlocutory appeal should be allowed only when:

- (1) the appellant has demonstrated a substantial likelihood that he will eventually prevail on his appeal;
- (2) the appellant has demonstrated that the party he represents will suffer irreparable injury unless the interlocutory appeal is allowed;
- (3) the potential injury to the appellant's client if the appeal is not allowed outweighs the potential injury to other parties if the appeal is allowed; and
- (4) an interlocutory appeal is not adverse to either the public interest or the orderly administration of the Chapter 11 bankruptcy proceeding. Id.

Here, the defendant has not demonstrated that should leave be denied, he will suffer irreparable injury; nor has he shown that his potential injury, if the appeal is not allowed, outweighs the potential injury to the plaintiff if the appeal is allowed. Thus, defendant has failed to meet the necessary standard for this court to allow his appeal. For this reason, the Motion for Leave to Appeal is hereby denied.

It is so Ordered this 14 day of July, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

BARRY J. GALT, Trustee for the)
Estate of Crowder Tank, Inc.,)
)
Plaintiff,)
)
vs.)
)
RIBERGLASS, INC.,)
)
Defendant and)
Third-Party)
Plaintiff,)
)
vs.)
)
UNITED STATES STEEL CORPORATION,)
)
Third-Party)
Defendant.)

JUL 14 1986

U.S. DISTRICT COURT

Case No. 85-C-1125-B ✓

FILED

JUL 14 1986

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

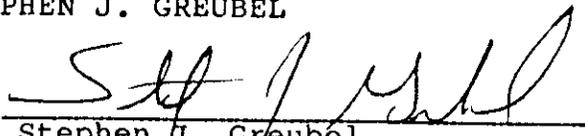
STIPULATION FOR DISMISSAL AND
ORDER OF DISMISSAL

Plaintiff Barry J. Galt, Trustee for the Estate of Crowder Tank, Inc., Defendant and Third-Party Plaintiff Riberglass, Inc., and Third-Party Defendant United States Steel Corporation, each hereby stipulate by and through their respective counsel as follows:

1. All claims, including the Complaint and Third-Party Complaint, on file in this action shall be dismissed with prejudice as to all parties pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Each party shall bear its own costs and attorneys' fees incurred in this action.

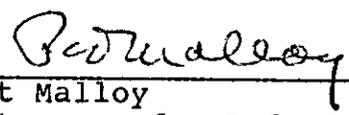
DATED: July 3, 1986

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

By 
Stephen J. Greubel
Attorneys for Plaintiff,
Barry J. Galt, Trustee for the
Estate of Crowder Tank, Inc.

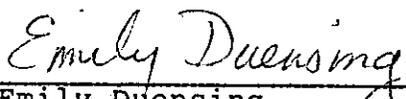
DATED: July 3, 1986

MALLOY & MALLOY, INC.

By 
Pat Malloy
Attorneys for Defendant
and Third-Party Plaintiff,
Riberglass, Inc.

DATED: July 7, 1986

BOESCHE, McDERMOTT & ESKRIDGE

By 
Emily Duensing
Attorneys for Third-Party
Defendant, United States
Steel Corporation

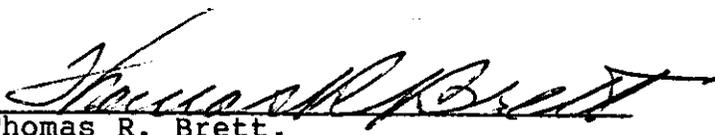
FILED

ORDER

JUL 14 1986

It is so ordered that all claims, including the Complaint and Third-Party Complaint, on file in this action, are hereby dismissed with prejudice. *dis. Clerk*
U. S. DISTRICT COURT

DATED: July 14, 1986.


Thomas R. Brett,
United States District Judge

MUTUAL RELEASE

This mutual release is made as of the 7 day of July, 1986, by and between plaintiff, Barry J. Galt, Trustee for the Estate of Crowder Tank, Inc. ("Crowder Tank"), defendant and third-party plaintiff, Riberglass, Inc. ("Riberglass"), and third-party defendant, United States Steel Corporation ("U. S. Steel").

This release is made with respect to all claims set forth in the pleadings filed in the case of Barry J. Galt, Trustee for the Estate of Crowder Tank, Inc. v. Riberglass, Inc. v. United States Steel Corporation, Case No. 85-C-1125-B, United States District Court or the Northern District of Oklahoma, wherein plaintiff Crowder Tank brought action against Riberglass for breach of implied warranty of fitness for a particular purpose and breach of implied warranty of merchantability arising from the sale of resin by Riberglass to Crowder during a period of time from on or about December, 1981 to on or about March, 1982, and wherein Riberglass filed its Cross-Complaint against U. S. Steel for contribution and/or indemnity.

The parties to this action, Crowder Tank, Riberglass and U.S. Steel, and each of them, desire to make a full and final compromised settlement of all claims, demands, obligations, and/or causes of action arising out of the subject matter of the above-entitled action.

NOW, THEREFORE, the parties, and each of them, agree as follows:

1. In consideration of the payment of \$16,000.00 by Riberglass to Crowder Tank, the payment of \$6,000.00 by U. S. Steel to Riberglass, and the mutual releases contained herein, Crowder Tank will dismiss its Complaint against Riberglass and Riberglass will dismiss its Third-Party Complaint against U. S. Steel. All such dismissals will be with prejudice and pursuant to court order approving same.

2. Crowder Tank, for itself, its officers, directors, shareholders, agents, successors, assigns, and attorneys hereby

waives, releases and discharges Riberglass and U. S. Steel, and their officers, directors, shareholders, agents, successors, assigns and attorneys from any and all actions, causes of actions, claims, demands, damages, costs and expenses, including attorneys' fees, and expenses of investigation and preparation incurred in this action, which it now has or may hereafter have, arising out of or in connection with the events or transactions which are the subject of the above-described action.

3. Riberglass does hereby waive, release and discharge Crowder Tank and U. S. Steel, and each of their respective officers, directors, shareholders, agents, successors, assigns and attorneys from any and all actions, causes of actions, claims, demands, damages, costs and expenses, including attorneys' fees, and expenses of investigation and preparation incurred in this action, which it now has or may hereafter have, arising out of or in connection with the events or transactions which are the subject of the above-described action.

4. U. S. Steel does hereby waive, release and discharge Crowder Tank and Riberglass, and each of their respective officers, directors, shareholders, agents, successors, assigns and attorneys from any and all actions, causes of actions, claims, demands, damages, costs and expenses, including attorneys' fees, and expenses of investigation and preparation incurred in this action, which it now has or may hereafter have, arising out of or in connection with the events or transactions which are the subject of the above-described action.

5. Each of the parties hereto represents that it is the owner of each claim herein released and that it has not assigned, transferred, sold or given away to any person or entity any of the claims which it releases herein.

6. Each of the parties hereto agrees, declares and represents that this settlement is a compromise of disputed claims, and that this settlement is not to be construed as an admission of liability on the part of any of the parties to the settlement, by whom liability is expressly denied.

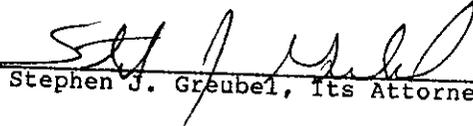
7. Each of the parties hereto understands, agrees, declares and represents that no promise or agreement has been made which is not expressed in this release, and that this release contains the entire agreement between the parties.

8. Each of the parties hereto understands, agrees, declares and represents that it has carefully read this release, knows and understands its contents, is signing this release voluntarily, and of its own free will, and has the authority to execute this release on behalf its corporate principal.

DATED: July 3, 1986

BARRY J. GALT, TRUSTEE FOR THE
ESTATE OF CROWDER TANK, INC.

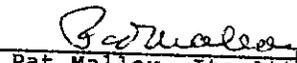
By


Stephen J. Greubel, Its Attorney

DATED: July 3, 1986

RIBERGLASS, INC.

By


Pat Malloy, Its Attorney

DATED: July 1, 1986

UNITED STATES STEEL CORPORATION

By


Emily Duensing, Its Attorney

Entered

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

JUL 14 1986

John G. Oliver, Clerk
U.S. DISTRICT COURT

MARK W. SCHAFER,

Plaintiff,

No. 85-C-679-B

Cons.

MICHAEL E. CRAIG,

Plaintiff,

No. 85-C-680-B

STEVEN D. FARMER,

Plaintiff,

No. 85-C-681-B ✓

-vs-

SOUTHWESTERN WIRE CLOTH, INC.,

Defendant.

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 14 day of ~~June~~ *July*, 1986, the above styled and numbered consolidated action comes on before the Court upon the joint Stipulation for Dismissal with Prejudice. The Court, being advised that the above styled and numbered cause has been settled and compromised, finds that the parties hereto are entitled to the relief prayed for.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled and numbered causes of action be, and the same are hereby dismissed with prejudice as to future filing and that each party hereto shall bear their own costs, including attorney's fees.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

Entered

FILED

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

JUL 14 1986

W. G. Siver, Clerk
U. S. DISTRICT COURT

MARK W. SCHAFER,)	
)	
Plaintiff,)	No. 85-C-679-B
)	<i>Cons</i>
MICHAEL E. CRAIG,)	
)	
Plaintiff,)	No. 85-C-680-B ✓
)	
STEVEN D. FARMER,)	
)	
Plaintiff,)	No. 85-C-681-B
)	
-vs-)	
)	
SOUTHWESTERN WIRE CLOTH, INC.,)	
)	
Defendant.)	

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 14 day of ~~June~~ *July*, 1986, the above styled and numbered consolidated action comes on before the Court upon the joint Stipulation for Dismissal with Prejudice. The Court, being advised that the above styled and numbered cause has been settled and compromised, finds that the parties hereto are entitled to the relief prayed for.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled and numbered causes of action be, and the same are hereby dismissed with prejudice as to future filing and that each party hereto shall bear their own costs, including attorney's fees.

S/ THOMAS R. BULLI
UNITED STATES DISTRICT JUDGE

Entered

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

JUL 14 1986

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

MARK W. SCHAFER,)	
)	
Plaintiff,)	No. 85-C-679-B
)	
MICHAEL E. CRAIG,)	
)	
Plaintiff,)	No. 85-C-680-B
)	
STEVEN D. FARMER,)	
)	
Plaintiff,)	No. 85-C-681-B
)	
-vs-)	
)	
SOUTHWESTERN WIRE CLOTH, INC.,)	
)	
Defendant.)	

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 14 day of ~~June~~ *July*, 1986, the above styled and numbered consolidated action comes on before the Court upon the joint Stipulation for Dismissal with Prejudice. The Court, being advised that the above styled and numbered cause has been settled and compromised, finds that the parties hereto are entitled to the relief prayed for.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled and numbered causes of action be, and the same are hereby dismissed with prejudice as to future filing and that each party hereto shall bear their own costs, including attorney's fees.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

FILED

JUL 14 1956

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

CLERK
DISTRICT COURT

KAISER ALUMINUM & CHEMICAL CORPORATION, a Delaware corporation,
 Plaintiff,
 vs.
 STAMICARBON, B.V., a corporation of The Netherlands; BRONSWERK, P.C.E.S., a corporation of The Netherlands; and SANTA FE BRAUN, INC., a Delaware corporation,
 Defendants.

Civil Action
No. 86-C-522-C

NOTICE OF DISMISSAL OF ACTION
AGAINST DEFENDANT SANTA FE BRAUN

Plaintiff, Kaiser Aluminum & Chemical Corp., a corporation, hereby dismisses without prejudice its complaint as against Santa Fe Braun. This dismissal is filed without prejudice and affects only the action against Santa Fe Braun. The action against defendants Stamicarbon, B.V., a corporation of The Netherlands, and Bronswerk, P.C.E.S., a corporation of The Netherlands remain pending.

Pursuant to 12 Okla. Stat. Ann. Sec. 100, the action against Santa Fe Braun is being determined otherwise than upon

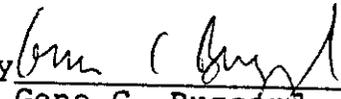
the merits and may be re-commenced within one year from the date of this dismissal.

ROBINS, ZELLE, LARSON & KAPLAN

Richard L. Gill
Arthur S. Beeman
1800 International Centre
900 - 2d Avenue South
Minneapolis, Minnesota 55402-3394

(612) 349-8500

WADDEL & BUZZARD

By 
Gene C. Buzzard

Patricia Ledvina Himes
1500 One Boston Plaza
20 East 5th Street
Tulsa, Oklahoma 74103

(918) 583-5985

and

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the above and foregoing Application for Notice of Dismissal of Action Against Defendant Santa Fe Braun was mailed, postage prepaid, on this 14th day of July, 1986, to the following persons:

Larry B. Lipe
James E. Green, Jr.
Hall, Estill, Hardwick, Gable, Collingsworth
& Nelson, Inc.
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74172
Attorneys for Defendant Santa Fe Braun, Inc.

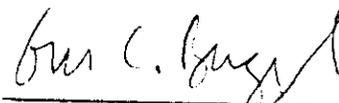
Richard M. Eldridge, Esq.
Rhodes, Hieronymus, Jones, Tucker & Gable
2800 Fourth National Bank Building
Tulsa, Oklahoma 74119
Attorneys for Defendant Bronswerk, P.C.E.S.

Jeffrey S. Lynch, Esq.
D. Bradley Dickinson, Esq.
Vial, Hamilton, Koch & Knox
1500 RepublicBank Tower
Dallas, Texas 75201-3890
Attorneys for Defendant Bronswerk, P.C.E.S.

Chief Executive Officer
Stamicarbon, B.V.
P. O. Box 10
Geleen, The Netherlands

Michael P. Atkinson
Best, Sharp, Thomas, Glass & Atkinson
300 Oil Capital Building
507 S. Main Street
Tulsa, Oklahoma 74103

Linda S. A. Burke
Sessions, Fishman, Rosenson, Boisfontaine,
Nathan & Winn
3500 Place St. Charles
201 St. Charles Avenue
New Orleans, Louisiana 70170



Gene C. Buzzard

Entered

FILED

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

JUL 14 1986

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

MARMAC RESOURCES COMPANY,)
an Oklahoma partnership,)
)
Plaintiff,)
)
vs.)
)
C & J ENTERPRISES, et al.,)
)
Defendants.)

Case No. 85-C-1101-B

JUDGMENT BY DEFAULT

1. The subject suit was filed on December 13, 1985, and the following defendants have been duly and properly served but have failed to make an appearance or file answers herein, as follows:

- Rita M. Cushman.
- Hamilton Robinson, Jr.
- Fred Braun Corp.
- Frank J. Cinelli.
- Mr. and Mrs. Otakar Mach.
- F. A. Perry, Jr. Trust.

2. The Court Clerk has found the above-named parties to be in default.

3. Wherefore, premises considered, the Court finds that it has jurisdiction of the above-named parties and of the subject matter of this suit.

4. The Court finds that all the material allegations of Plaintiff's Complaint are true and Plaintiff is entitled to judgment as prayed for.

5. The Court finds that Plaintiff is in possession of the following described oil and gas leases:

Hall Lease, The Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 24 North, Range 10 East, containing 160 acres, more or less

Hightower Lease, The Northeast Quarter (NE $\frac{1}{4}$) of Section 6, Township 24 North, Range 10 East, containing 160 acres, more or less

Pershing Lease. The Southwest Quarter (SW $\frac{1}{4}$) of Section 5, Township 24 North, Range 10 East, containing 160 acres, more or less.

6. The Court finds that the above mentioned leases are controlled and are subject to the Code of Federal Regulations Title 25, Indians, Chapter 1, Bureau of Indian Affairs, Part 226, all as more fully stated in Plaintiff's Complaint.

7. The above-mentioned Federal law requires that any assignment of an Osage lease must be approved by the Superintendent of the Osage Indian Agency. The assignment must be on a form prescribed by the Agency, must be filed with the Agency, together with a filing fee being paid. The claims of the above-named defendants do not meet these requirements and are therefore void.

8. Plaintiff has acquired all the right, title and interest of Osage Exploration Company in the subject leases pursuant to a sale conducted in Case No. 83-00658 of the United

States Bankruptcy Court for the Northern District of Oklahoma, all as more fully stated in Plaintiff's Complaint.

9. Plaintiff is granted judgment by default against Rita M. Cushman, Hamilton Robinson, Jr., Fred Braun Corp., Frank J. Cinelli, Mr. and Mrs. Otakar Mach and F. A. Perry, Jr. Trust, quieting title to the Hall Lease, the Hightower Lease, and the Pershing Lease, above described, together with court costs herein expended.

S/ THOMAS R. BRETT

Thomas R. Brett
Judge of the District Court

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
BERNARD LEON CURLEE; JO LYNN)
CURLEE; COUNTY TREASURER, Tulsa)
County, Oklahoma; and BOARD)
OF COUNTY COMMISSIONERS, Tulsa)
County, Oklahoma,)
)
Defendants.)

JUL 14 1986

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

CIVIL ACTION NO. 86-C-377-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 14 day
of July, 1986. The Plaintiff appears by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Phil Pinnell, Assistant United States Attorney;
the Defendants, Board of County Commissioners, Tulsa County,
Oklahoma, and County Treasurer, Tulsa County, Oklahoma, appear by
Susan K. Morgan, Assistant District Attorney; and the Defendants,
Bernard Leon Curlee and Jo Lynn Curlee, appear not, but make
default.

The Court being fully advised and having examined the
file herein finds that the Defendants, Bernard Leon Curlee and
Jo Lynn Curlee, were served with Summons and Complaint on May 23,
1986; that Defendant, County Treasurer, Tulsa County, Oklahoma,
acknowledged receipt of Summons and Complaint on April 17, 1986;
and that Defendant, Board of County Commissioners, Tulsa County,

Oklahoma, acknowledged receipt of Summons and Complaint on April 18, 1986.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on May 9, 1986; and that the Defendants, Bernard Leon Curlee and Jo Lynn Curlee, have failed to answer and their default has therefore been entered by the Clerk of this Court on June 24, 1986.

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

Lot Two (2), Block One (1), VANDEVER EAST FOURTH, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof.

The Court further finds that on July 11, 1980, Bernard Leon Curlee and Jo Lynn Curlee executed and delivered to the Midland Mortgage Company their mortgage note in the amount of \$48,000.00, payable in monthly installments, with interest thereon at the rate of eleven and one-half percent (11.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Bernard Leon Curlee and Jo Lynn Curlee executed and delivered to the Midland Mortgage Company a real estate mortgage dated July 11, 1980, covering the above-described property. Said mortgage was recorded on July 18,

1980, in Book 4485, Page 547, in the records of Tulsa County, Oklahoma.

The Court further finds that on November 5, 1984, the Midland Mortgage Company assigned all of its right, title, and interest in and to the above-described real estate mortgage to the Administrator of Veterans Affairs. Said assignment of mortgage was recorded on December 17, 1984, in Book 4834, Page 69, in the records of Tulsa County, Oklahoma.

The Court further finds that on January 31, 1985, Bernard Leon Curlee and Jo Lynn Curlee, and the Administrator of Veterans Affairs entered in a modification and reamortization agreement.

The Court further finds that the Defendants, Bernard Leon Curlee and Jo Lynn Curlee, made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Bernard Leon Curlee and Jo Lynn Curlee, are indebted to the Plaintiff in the principal sum of \$53,724.77, plus interest at the rate of eleven and one-half percent (11.5%) per annum from June 1, 1985, until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, do not claim and do not have any right, title, or interest in the real property involved in this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, United States of America, have and recover judgment against the Defendants, Bernard Leon Curlee and Jo Lynn Curlee, in the principal sum of \$53,724.77, plus interest at the rate of eleven and one-half percent (11.5%) per annum from June 1, 1985, until judgment, plus interest thereafter at the current legal rate of 6.35 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants, Bernard Leon Curlee and Jo Lynn Curlee, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

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

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

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney

for JAMES C. ELSON

Phil Pinnell
PHIL PINNELL
Assistant United States Attorney

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

Entered

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

FILED

HEROIC MUSIC, BRUCE SPRINGSTEEN,)
SOMERSET SONGS PUBLISHING, INC.,)
E.S.P. MANAGEMENT, INC., SIR &)
TRINI MUSIC, PUN MUSIC, INC., NEW)
EAST MUSIC AND CONTROVERSY MUSIC,)

JUL 14 1986

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

Plaintiffs,)

No. 86-C-184 E

JIM BENIEN, and ALL AMERICAN)
FITNESS & RACQUETBALL CENTERS,)
INC.,)

Defendants.)

ORDER OF DISMISSAL

This matter comes on for consideration on this 14 day of July, 1986 on the application of the parties for an order of dismissal. Upon representation of the parties that this matter has been fully compromised between them, the Court finds that this matter should be dismissed with prejudice to the refiling thereof.

BY THOMAS K. BRETT

UNITED STATES DISTRICT JUDGE

John James G. Ellison
JOHN JAMES G. ELLISON

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

MOBILRADIO, INC.,)
)
 Plaintiff,)
)
 v.)
)
 GENERAL ELECTRIC COMPANY,)
)
 Defendant.)

FILED

JUL 13 1987

No. 87-C-220-~~φ~~

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

ORDER

This matter comes before the Court on Defendant General Electric Company's ("GE") motion to transfer this action to the Southern District of Texas pursuant to 28 U.S.C. §1404a. For the reasons set forth below, the Defendant's motion is granted.

The instant action arises from the Plaintiff Mobilradio, Inc.'s suit to recover in excess of \$1,937,760, allegedly owed to it by Defendant for commissions and lost profits as a result of alleged breach and prevention of Plaintiff's performance of various agreements.

The Plaintiff is a Texas corporation with its principal place of business in the State of Texas. Defendant is a New York corporation that does business in Oklahoma. Defendant contends that this forum is not convenient for this proceeding and asserts that venue of this case should be transferred to the Southern District of Texas, Houston Division, pursuant to 28 U.S.C. §1404a, which states:

"For the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought."

The Tenth Circuit has held that a transfer under §1404a lies within the discretion of the trial court. Wm. A. Smith Construction Corp. v. International Union of Operating Engineers, 467 F.2d 862 (10th Cir. 1978). The party moving for the transfer has the burden to show that the existing forum is inconvenient. Texas Eastern Transmission Corp. v. Marine Office-Appleton and Cox Corp., 579 F.2d 561 (10th Cir. 1978).

The first factor to be considered under §1404a is the convenience of the parties. A large measure of deference is due the Plaintiff's freedom to select his forum. However, this factor has reduced value where there is an absence of any significant contact by the forum state with the transactions or conduct underlying the cause of action. Jacobs v. Lancaster, 526 F.Supp. 767 (W.D.Okla. 1981).

In the instant case, Plaintiff's only connection with this forum is its choice of Tulsa counsel and unrelated business dealings conducted by its president in Tulsa. The cause of action arises out of the allegation that GE prevented the sale of radio equipment to Dow Chemical Co. (DOW) at DOW's Freeport, Texas plant, which is located in the Southern District of Texas. Plaintiff seeks commissions for the aborted sales. Defendant's local office involved in the matters alleged in the Complaint is located in Houston, Texas.

The parties' relationship was formed in Texas, and Texas has the most significant contacts with the transactions underlying the cause of action. Plaintiff has submitted insufficient

evidence indicating that a trial in the Northern District of Oklahoma would be more inconvenient than the Southern District of Texas. Therefore, the Court concludes that the convenience of parties favors transfer of this case to the Southern District of Texas.

The second factor under §1404a is the convenience of the witnesses. Plaintiff has submitted the affidavit of Will Griggs, president of Mobilradio, Inc., in which he states that he spent 30% of 1986 in Tulsa and has spent roughly 20% of 1987 in Tulsa. Griggs contends that he is a primary witness and Tulsa is more convenient and inexpensive for him.

Defendant has submitted the affidavit of Flossie Stephens Evans, GE Distribution Development Manager, who identifies as possible witnesses: two GE witnesses (one in Dallas and one in Houston) residing in Texas, and three DOW witnesses available in Freeport, Texas. Neither the Plaintiff nor the Defendant plan to call any Oklahoma witnesses. In view of the nature of this case and the fact that nearly all relevant transactions took place in Texas, it appears that the convenience of witnesses favors the transfer to Texas.

The third standard under §1404a is the interest of justice. Under this standard there should be considered the relative ease of access to sources of proof, availability of compulsory process for attendance of unwilling witnesses, and all other practical problems that make the trial of the case easy, expeditious and inexpensive. Koenke v. Greyhound Lines, Inc., 289 F.Supp. 487 (W.D.Okla. 1968).

In the instant case, most of the parties involved in the dispute reside in Texas. The contracts were negotiated primarily in Texas, were to be performed in Texas, the parties' relationship was formed in Texas, and the Plaintiff is domiciled in Texas. Although some non-Texas witnesses may be called, their convenience will not be increased by trying the case in Texas rather than Oklahoma.

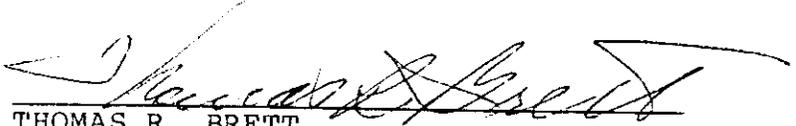
The Plaintiff contends that if the case is transferred it will have to hire additional counsel in Houston. Plaintiff describes this prospect as an infringement on its right to choose its own forum. The need to hire an attorney in the district to which the request for transfer of the case is made is entitled to little weight in considering whether to grant the request. Lowry v. Chicago, Rock Island and Pacific Railroad Co., 293 F.Supp. 867 (W.D.Okla. 1968).

Plaintiff also contends that due to the congested docket in Houston, there will be a delay in the trying of their case. Respective caseloads is a factor of little weight for purposes of a motion to transfer a civil action under 28 U.S.C. §1404a. Residex Corp. v. Farrow, 374 F.Supp. 715 (E.D.Pa. 1974), aff'd without op., 556 F.2d 568 (3rd Cir. 1977).

Based on the foregoing consideration of the circumstances in this case, and the application of the triple standard of 28 U.S.C. §1404a, this Court finds and concludes that Defendant GE has sufficiently established that this action should be transferred to the Southern District of Texas. The motion to

transfer is sustained. The Court hereby orders this case be transferred to the United States District Court for the Southern District of Texas.

IT IS SO ORDERED, this 13th day of July, 1987.

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

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

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

FILED

JUN 12 1986

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

ROSE MARIE STARRETT,)
)
 Plaintiff,)
)
 v.)
)
 ROBERT E. WADLEY, individually)
 and in his official capacity as)
 Creek County Assessor; and BOARD)
 OF COUNTY COMMISSIONERS OF CREEK)
 COUNTY, OKLAHOMA, a political)
 subdivision of the State of)
 Oklahoma,)
)
 Defendants.)

No. 84-C-695-B

AMENDED JUDGMENT

Upon the Motion of Plaintiff, the Court hereby amends its Judgment of November 27, 1985, to read as follows:

In keeping with the verdict of the jury returned and filed herein on the 26th day of September, 1985, IT IS HEREBY ORDERED AND ADJUDGED that the Plaintiff, Rose Marie Starrett, is to have judgment against Robert E. Wadley and the Board of County Commissioners of Creek County, Oklahoma, on her claim under 42 U.S.C. §1983, and recover damages of \$75,000.00, pre-judgment interest thereon at the rate of 15% per annum, and postjudgment interest at the rate of 7.87% per annum from the date hereon, plus costs and attorneys fees, if timely applied for pursuant to local rule.

IT IS FURTHER ORDERED that the Plaintiff, Rose Marie Starrett, is to take nothing against said defendants on her alleged claim under Title VII, 42 U.S.C. §2000e et seq. pursuant to the Findings of Fact and Conclusions of Law, and Order entered this date.

IT IS FURTHER ORDERED that the Plaintiff is to have judgment on the counterclaim of the Defendant, Board of County Commissioners of Creek County, Oklahoma, wherein said Board claimed \$14,895.26 in back wages from Plaintiff.

DATED, as amended, this 11th day of June, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

JUL 11 1986

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

LUCILLE ECCHER,)	
)	
Plaintiff,)	
)	
v.)	No. 85-C-1001-C
)	
ALLSTATE LIFE INSURANCE)	
COMPANY,)	
)	
Defendant.)	

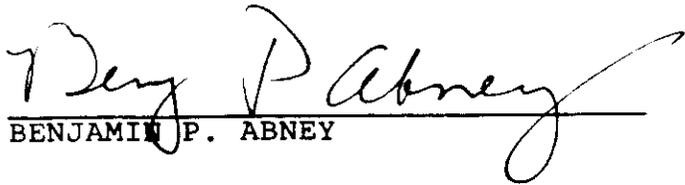
STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff, Lucille Eccher, and defendant, Allstate Life Insurance Company, by and through their respective attorneys, stipulate and agree that they have reached a settlement in the above-styled action and that this action shall be dismissed with prejudice as to the defendant, Allstate Life Insurance Company, each side to bear its own costs and attorney's fees in this action.



CHARLES E. GEISTER III
(OBA #3311)

Of the Firm:
RYAN, HOLLOMAN, CORBYN & GEISTER
300 Oil & Gas Building
110 North Robinson
Oklahoma City, Oklahoma 73102
(405) 239-6041


BENJAMIN P. ABNEY

Of the Firm:
CHAPEL, WILKINSON, RIGGS,
ABNEY & HENSON
502 West Sixth Street
Tulsa, Oklahoma 74119
(918) 587-3161

ATTORNEY FOR PLAINTIFF,
LUCILLE ECCHER

ORDER OF DISMISSAL WITH PREJUDICE

On this 16 day of July, 1986, the Court, being fully advised as to the Stipulation for Dismissal With Prejudice of the plaintiff, Lucille Eccher, and the defendant, Allstate Life Insurance Company, hereby ORDERS that the above-styled action, No. 85-C-1001-C, be dismissed with prejudice to the filing of any future action, each party to bear his own costs and attorney's fees in the action.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

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

FILED

JUL 10 1986

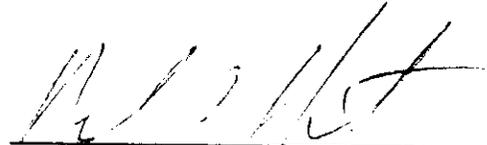
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

JEAN F. EVELYN and GEORGE E. EVELYN,)
)
Plaintiffs,)
)
v.)
)
RAYMOND M. SCHOENFELD,)
)
Defendant.)

No. 84-C-918-B

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the plaintiffs, Jean Evelyn and George E. Evelyn, through their attorney of record, Mark O. Thurston, and the defendant, Raymond M. Schoenfeld, through his attorney of record, Paul T. Boudreaux, and stipulate that the above captioned cause of action be dismissed with prejudice to filing a future action herein.



Mark O. Thurston, Attorney for
Plaintiffs



Paul T. Boudreaux, Attorney for
Defendant

Entered

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

KEITHA FISH,

Plaintiff,

v.

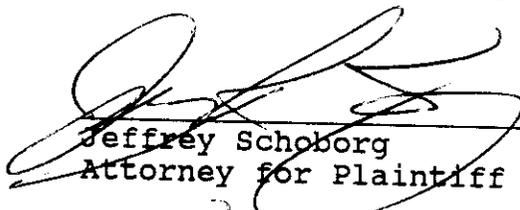
No. 86-C-54 B

EDWIN N. THOMPSON, indivi-
dually, and SOUTHEAST PIPE-
LINE CONTRACTORS, INC.,
a foreign corporation,

Defendants.

STIPULATION OF
DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, ROD WEST, SPECIAL ADMINISTRATOR OF THE ESTATE OF KEITHA FISH, and the Defendants, EDWIN N. THOMPSON and SOUTHEAST PIPELINE CONTRACTORS, INC., and stipulate pursuant to Federal Rules of Civil Procedure Rule 41 that this action be dismissed with prejudice for the reason that this action has been settled.


Jeffrey Schoborg
Attorney for Plaintiff


Richard M. Eldridge
Attorney for Defendants

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

FILED
JUL -8 1986

JACK S. 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

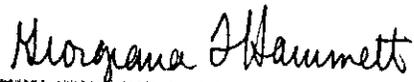
of
STIPULATION FOR DISMISSAL

COME NOW the plaintiffs through their attorney of record, Mark H. Iola, joining with the defendant, Standard Insulations, Inc., through its attorneys of record, King, Roberts & Beeler, and submit the following Stipulation to the Court for an Order of Dismissal of the above captioned cause.

It is stipulated and agreed by and between the parties that the Court may enter an Order dismissing the above captioned cause, with prejudice against the filing of any future actions thereon, for the reason that on the 15 day of July, 1986, the parties entered into a compromise settlement.



Mark H. Iola
ATTORNEY FOR PLAINTIFFS



Georgiana T. Hammett
ATTORNEY FOR DEFENDANT
STANDARD INSULATION, INC.

Entered

3644-000

FILED

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

JUL -8 1986

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

CITGO PETROLEUM CORPORATION,)
)
 Plaintiff,)
)
 vs.)
)
 HARALD G. BIEDERMANN d/b/a)
 BIEDERMANN INTERNATIONAL,)
)
 Defendant.)

No. 86-C-476 C

JUDGMENT AFTER DEFAULT

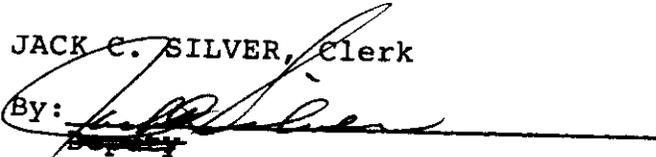
The Defendant, Harald G. Biedermann d/b/a Biedermann International, has been regularly served with process. He has failed to appear and answer the Plaintiff's Complaint filed herein. The default of Defendant has been entered. It appears that the Defendant is not an infant or incompetent person, and that the Plaintiff is entitled to judgment.

It is ORDERED, ADJUDGED and DECREED that the Plaintiff recover from the Defendant the sum of Two Hundred Seventy-Eight Thousand Nine Hundred Seventy Dollars (\$278,970.00), plus interest thereon at the rate of two percent (2%) per month (twenty-four percent (24%) per annum) in the sum of Thirty-Three Thousand Four Hundred Seventy-Six and 40/100 Dollars (\$33,476.40) as of June 30, 1986, and thereafter at the rate of \$183.43 per day, until paid, together with an attorneys' fee in the sum of One

Thousand Two Hundred Fifty-Four and 05/100 Dollars (\$1,254.05) in attorneys' fees, and costs in the sum of Sixty-Three and 43/100 Dollars (\$63.43),

Dated July 7, 1986.

JACK C. SILVER, Clerk

By: 

Attorneys for the Plaintiff:

William R. Grimm 3628
Gerald L. Hilsher 4218
Suite 300
610 South Main Street
Tulsa, OK 74119-1224
(918) 584-1600

MLL50/lam:CPCJAD

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

FILED
JUL 8 - 1986
JAMES O. ELLISON, JR.
U. S. DISTRICT COURT

GEORGE MARCANTONIO,
Plaintiff,

v.

ANDREW B. SIEGEL,
Defendant.

)
)
)
)
)
)
)
)
)
)

No. 85-C-867-E

O R D E R

The Court has for consideration the Report and Recommendation of the Magistrate filed June 11, 1986 in which the Magistrate recommended that case be dismissed with prejudice. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that the case be and is hereby dismissed with prejudice.

It is so Ordered this 7th day of June, 1986.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

NORTHERN INSURANCE COMPANY OF)
AMERICA, f/k/a NORTHERN)
ASSURANCE COMPANY OF AMERICA,)

Plaintiff,)

vs.)

WILLIAM N. GEORGE,)

Defendant.)

No. 85-C-140-E

FILED

JUL 2 - 1986

ORDER OF DISMISSAL

NOW on this 7th day of July, 1986, the Court has for its consideration the joint Stipulation for Dismissal filed in the above-styled and numbered cause by Plaintiff and Defendant. Based upon the representations and requests of the parties, as set forth in the foregoing Stipulation, and for good cause shown, it is

ORDERED that Plaintiff's Complaint and the claims for relief alleged therein against the Defendant, William N. George, be and the same are hereby dismissed, without prejudice. It is further

ORDERED that each party shall bear its own costs.

DATED this 7th day of July, 1986.

S/ JAMES O. ELLISON

JAMES O. ELLISON, UNITED STATES
DISTRICT JUDGE FOR THE NORTHERN
DISTRICT OF OKLAHOMA

APPROVED:



HART & ENGEN
David A. Engen

Attorney for Plaintiff,
Northern Insurance Company of
America, f/k/a Northern Assur-
ance Company of America



NORMAN, WOHLGEMUTH & THOMPSON
Terry M. Thomas
John E. Dowdell

Attorneys for Defendant,
William N. George

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

PHOENIX COAL COMPANY, INC.,)

Plaintiff,)

vs.)

DONALD P. HODEL, Secretary of)
the Interior, THE UNITED STATES)
DEPARTMENT OF THE INTERIOR,)
OFFICE OF SURFACE MINING)

Defendant.)

No. 85-C-903-E

JUDGMENT

In accordance with the Court's Order of June 18, 1986, granting Defendant's Motion for Summary Judgment, it is hereby adjudged and decreed:

1. That all relief demanded by Plaintiff is denied;
2. That judgment is entered in favor of the Defendant on his counterclaims for enforcement of Cessation Order No. 84-3-38-3 and collection of the civil penalty assessed for the Cessation Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED (1) that Plaintiff, Phoenix Coal Company, Inc., is hereby enjoined to comply with the reclamation orders in Cessation Order 84-3-38-3 within 30 days from entry of this judgment; (2) that Phoenix Coal Company, Inc., pay to the Defendant \$22,500.00 within 30 days of this judgment, plus prejudgment interest from August 28, 1985 at

the rate of 8 percent per annum, and post-judgment interest from the date of judgment at the rate of 7.09 percent per annum; and (3) that Plaintiff shall pay the Defendant's costs in this action.

Dated this 7th day of July, 1986.

~~JAMES O. ELLISON~~
JAMES O. ELLISON
United States District Judge

Entered COPY

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

THE ESTATE OF)
J. LITTLETON DANIEL, JR.,)
JOHN D. MCCARTNEY and)
DAVID S. JAMES,)
Plaintiffs,)

v.)

Case No. 85-C-590-C

BOWDEN ATHERTON,)
H. WINFIELD ATHERTON, JR.,)
BERNARD J. GRENROOD, JR.,)
R. LYLE ANDERSON, MIKE)
O'GRADY, W. MICHAEL RICHARDS,)
TOWNSHIP CORPORATION,)
a Texas corporation,)
PARAGON FINANCIAL CORPORATION,)
a Texas corporation,)
PARAGON PLANNING CORPORATION,)
a Texas corporation,)
PARAGON EQUITIES CORPORATION,)
PARAGON INTERESTS, INC.,)
a Texas corporation,)
PARAGON TRUST COMPANY,)
a Texas corporation,)
PARAGON FINANCIAL INVESTMENT)
CORPORATION, a Texas corporation,)
RESOURCE MORTGAGE & INVESTMENT)
CO., a Texas corporation,)
COLWELL FINANCIAL CORPORATION,)
a Texas corporation,)
GILL SAVINGS ASSOCIATION,)
a Texas state-chartered)
association,)
UNIVERSITY TITLE COMPANY,)
a Texas corporation,)
ALAMO TITLE AGENCY, INC.,)
a Texas corporation, and)
FIRST AMERICAN TITLE COMPANY,)
INC., a Texas corporation,)
Defendants.)

FILED

JUL 8 - 1986

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

JOURNAL ENTRY OF DEFAULT JUDGMENT

On this 7th day of July, 1986, the above styled cause comes before the Court at the request of the Plaintiffs, The

FILED

JUL 7 - 1986

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

C. D. SOWELL et ux)
CYNTHIA SOWELL, and)
KEITH HUDSON et ux MARY HUDSON,)
)
Plaintiffs,)

vs.)

Civil Action
No. 85-C-202-E

TOM J. LEDING, ELDON R. BOLLINGER,)
SAM MERIT, BOB C. WEATHERFORD,)
TRACON INTERNATIONAL, INC., and)
GOOD NEIGHBOR CAPITAL CORPORATION,)
)
Defendants.)

STIPULATION FOR DISMISSAL AND
ORDER OF DISMISSAL

Plaintiffs C. D. Sowell, Cynthia Sowell, Keith Hudson and Mary Hudson, and defendants, Tom-J. Leding, Eldon R. Bollinger, Bob C. Weatherford, Good Neighbor Capital Corporation and Tracon International, Inc., each hereby stipulate by and through their respective counsel as follows:

1. All claims included in plaintiffs' First Amended Complaint on file in this action shall be dismissed with prejudice as to defendants Tom J. Leding, Eldon R. Bollinger, Bob C. Weatherford, Good Neighbor Capital Corporation and Tracon International, Inc. pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

2. The claims of plaintiffs as against Sam Merit, who is in default hereunder, are not affected hereby.

3. The plaintiffs and the defendants, Tom J. Leding, Eldon R. Bollinger, Bob C. Weatherford, Good Neighbor Capital Corporation and Tracon International, Inc., shall bear their own costs and attorneys' fees incurred in this action.

BREWER, BREWER, SUGGS & ASSOCIATES

By Scott S Braugh
Attorneys for Plaintiffs

WADDEL & BUZZARD

By Tom C. Buzzard
Attorneys for Defendants
TOM J. LEDING, ELDON R. BOLLINGER,
BOB C. WEATHERFORD and GOOD
NEIGHBOR CAPITAL CORPORATION

BLANCO & TELGE, P.C.

By Jim Blanco
Attorneys for Defendant
TRACON INTERNATIONAL, INC.

ORDER

IT IS ORDERED that all claims of the plaintiffs as against defendants, Tom J. Leding, Eldon R. Bollinger, Bob C. Weatherford, Good Neighbor Capital Corporation and Tracon International, Inc., are hereby dismissed with prejudice.

S/ JAMES O. ELLISON
United States District Judge

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

FILED

JUL -7 1985

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

DORIS FORSHEE and HORACE
FORSHEE,

Plaintiffs,

v.

KEN McCORMICK, BEEBEE
McCORMICK, and CLYDE SAM
WEBB, d/b/a Clyde Sam Webb
Refrigeration and Air
Conditioning Service,

Defendants.

No. 85-C-276-C

Notice of

DISMISSAL WITH PREJUDICE

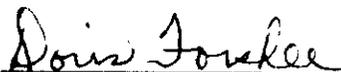
Come now the Plaintiffs, and dismiss with prejudice its
action herein against the Defendants Ken McCormick and Beebee
McCormick only.

Respectfully submitted,



Mike Barkley
Jay White
BARKLEY, ERNST, WHITE,
HARTMAN & RODOLF
410 Oneok Plaza
100 West 5th Street
Tulsa, Oklahoma 74103
(918) 599-9991

ATTORNEYS FOR PLAINTIFFS



DORIS FORSHEE



HORACE FORSHEE

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing pleading was mailed on this 17th day of June, 1986, with proper postage thereon fully prepaid, to:

Alfred B. Knight
Steven C. Wilkerson
Knight, Wagner, Stuart,
Wilkerson & Lieber
P. O. Box 2635
Tulsa, OK 74101-2635

Larry G. Taylor
Feldman, Hall, Franden,
Woodard & Farris
816 Enterprise Building
Tulsa, OK 74103

Jay White

Entered

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED
JUL -3 1986
JACK G. SILVER, CLERK
U.S. DISTRICT COURT

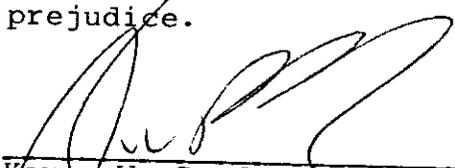
SUNBELT GENERAL MORTGAGE, an)
Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
LYNBROOK FINANCIAL SERVICES,)
INC., and WILLIAM R. HURD,)
)
Defendants.)

No. 86-C-513 B

notice of

DISMISSAL WITH PREJUDICE

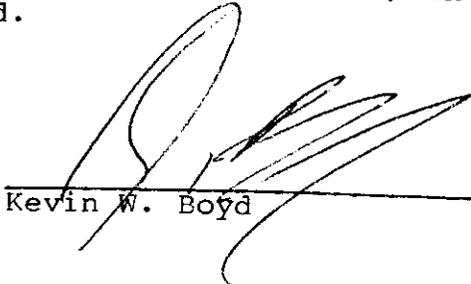
COMES NOW the plaintiff in the above styled cause, and hereby dismisses this action, with prejudice.



Kevin W. Boyd OBA #1022
Attorney for Plaintiff
P.O. Box 2888
Tulsa, OK 74101
918/627-1320

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the foregoing Dismissal was mailed this 2 day of July, 1986, to Mr. Jeffrey Fink, 1500 Diamond Shamrock Tower, 7717 North Harwood,, Dallas, Texas 75201, and Lloyd Belt, Lynbrook Financial Services, Inc., 1700 Alma Drive, Suite 320, Plano, TX 75075 with proper postage thereon prepaid.



Kevin W. Boyd

Entered

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

FILED

JUL -3 1986

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

ROWE AND SON, INC., a)
corporation,)
)
Plaintiff,)
)
vs.)
)
ROBERT L. BLUBAUGH,)
)
Defendant.)

Case No. 86-263.B

DISMISSAL WITHOUT PREJUDICE

Pursuant to Rule 41(a)(2), Federal Rules of Civil Procedure,
the above styled and numbered cause is hereby dismissed without
prejudice for the reason that proper venue of this action lies in
the United States District Court for the Western District of
Oklahoma.

Dated this 3rd day of July, 1986.

S/ THOMAS R. BRETT

Thomas R. Brett
United States District Judge

h:dr

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

JAMES E. BRIGHTMAN,)

Defendant.)

CIVIL ACTION NO. 86-C-245-B

ORDER OF DISMISSAL

Now on this 31st day of July, 1986, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve James E. Brightman have been unsuccessful.

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

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

RICHARD C. STEPHENS,)

Defendant.)

CIVIL ACTION NO. 86-C-221-B

ORDER OF DISMISSAL

Now on this _____ day of July, 1986, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve Richard C. Stephens have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Richard C. Stephens, be and is dismissed without prejudice.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

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

FILED

JUL -3 1966

DAVID H. SANDERS,)
)
 Plaintiff,)
)
 vs.)
)
 U. S. FIRE INSURANCE COMPANY,)
 a foreign insurance corporation,)
)
 Defendant.)

No. 85-C-12-E

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

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff by and through his attorney of record, William S. Hall, and the Defendant, U. S. Fire Insurance Company, by and through their attorney of record, Jack Y. Goree of Goree, King, Rucker and Finnerty, and hereby jointly stipulate that the case may be dismissed with prejudice for the reason that all of the issues have been settled by and between the parties.

FELDMAN, HALL, FRANZEN, WOODARD
AND FARRIS

By: William S. Hall
William S. Hall,
Attorney for Plaintiff

GOREE, KING, RUCKER & FINNERTY

By: Jack Y. Goree
Jack Y. Goree,
Attorney for Defendant

Entered

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

CREOLE INTERNATIONAL, INC., a)
Delaware Corp., CREOLE)
PRODUCTION SERVICES, INC., a)
Delaware Corp., CREOLE)
ENTERPRISES, INC., a Delaware)
Corp., and CREOLE DEVELOPMENT)
CORP., INC., a Texas Corp.,)

Plaintiffs,)

v.)

No. 84-C 834B

B.R. HUTSON, INC., an)
Oklahoma Corp, and)
STEWART, WHITE & ASSOC.)
INC., an Oklahoma Corp.,)

Defendants.)

O R D E R

COMES NOW the parties, by Counsel, applied to this Court for an Order and hereby moves the Court to dismiss the subject action by reason that a full and final settlement in compromise has been reached on all issues by all parties.

It is hereby ordered that the Application be granted and that the parties be allowed to dismiss the subject action.

Dated this 3rd day of July, 1986. *Robert Renbarger*

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Robert Renbarger

ROBERT RENBARGER, Attorney for
Plaintiff

Harry M. Crowe

HARRY M. CROWE, Attorney for
Defendant Stewart,
White & Associates, Inc.

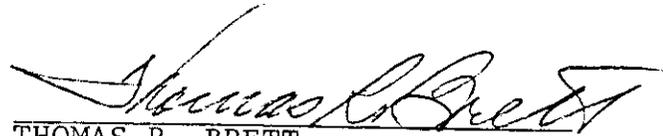
Ray H. Wilburn

RAY H. WILBURN, Attorney for
Defendant B.R.
Hutson

for his claims against them. Plaintiff again failed to respond within the time limit set out in Rule 14(a). On June 11, 1986, Plaintiff requested an extension of time within which to respond to the Motion for Summary Judgment. The Court granted Plaintiff until June 26, 1986, to file his response to the Defendants' Motion for Summary Judgment. Plaintiff has again failed to respond.

Rule 14(a) provides that failure to respond to a motion within 10 days "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." For this reason, Plaintiff has confessed the matters raised in Defendants' Motion for Summary Judgment and the motion is hereby granted.

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


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

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

JUL 3 - 1986

*John G. Smith, et al.
U. S. DISTRICT COURT*

JACK L. SMITH,)
)
Plaintiff,)
)
v.)
)
CITY OF CHELSEA, OKLAHOMA,)
et al.,)
)
Defendants.)

Case No. 85-C-953-B

J U D G M E N T

This matter came before the Court on Defendants' Motion for Summary Judgment, and Plaintiff having failed to respond to the motion, IT IS HEREBY ORDERED AND ADJUDGED

that in keeping with the ORDER entered this date, Judgment is hereby entered in favor of Defendants, City of Chelsea, Oklahoma, Mayor Gus Robinson, City Councilmen Dave Watson, Joe Crutchfield and Bill Brock, and Police Chief Sam Stinnett, and against Plaintiff Jack L. Smith on Plaintiff's claim herein and that Plaintiff is to take nothing therefrom. The costs of this action will be assessed against the Plaintiff, Jack L. Smith, if timely applied for pursuant to local rules.

DATED this 3rd day of July, 1986.

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

United States District Court

FOR THE

MIDDLE DISTRICT OF NORTH CAROLINA

CIVIL ACTION FILE NO. C-85-129-S

UNITED STATES OF AMERICA

vs.

JOHN L. LEE

M-1290-B

JUDGMENT
FILED

JUL 3 1986

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

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

I, J.P. Creekmore, Clerk of the United States District Court for
the Middle District of North Carolina,

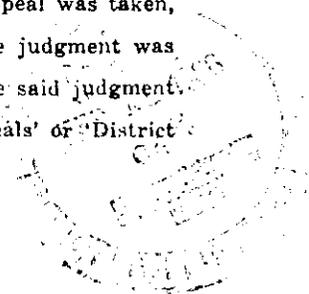
do hereby certify the annexed to be a true and correct copy of the original judgment entered in the
above entitled action on May 21, 1985, as it appears of record in my office,
and that

* No notice of appeal from the said judgment has been filed in my
office and the time for appeal commenced to run on 5-21-85 upon
the entry of judgment.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said
Court this 10th day of February, 19. 86.

J.P. Creekmore, Clerk
By Cecily Stephen Deputy Clerk

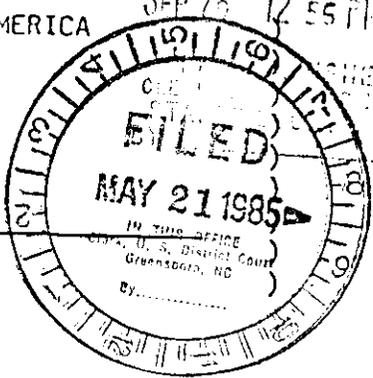
* When no notice of appeal from the judgment has been filed, insert "no notice of appeal from the said judgment
has been filed in my office and the time for appeal commenced to run on [insert date] upon the entry of [If no motion
of the character described in Rule 73(a) F.R.C.P. was filed, here insert '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.



THE UNITED STATES DISTRICT COURT
FOR THE Middle DISTRICT OF NORTH CAROLINA
Salisbury FILED DIVISION

SEP 26 12 55 PM '85 CIVIL NO. C-85-129-S

UNITED STATES OF AMERICA
Plaintiff
vs
John L. Lee
Defendant



JUDGMENT

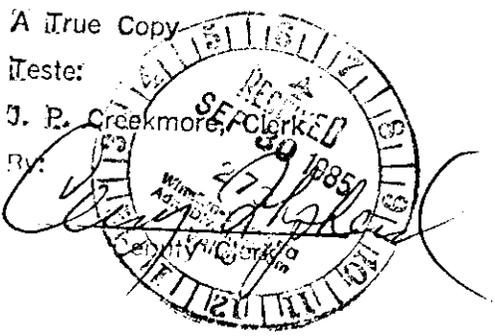
A Default having been entered against the Defendant and counsel for the Plaintiff having requested judgment against the Defendant, and having filed a proper Affidavit all in accordance with Rule 55 of the Federal Rules of Civil Procedure; it is ORDERED AND ADJUDGED that the Plaintiff, United States of America, have and recover of the Defendant the sum of \$ 628.80 together with interest thereon at the rate of 8.57 percent per annum from the date of this judgment, and for costs.

This the 21st day of May, 1985.

B-19
P. 90

J. P. Creekmore

A True Copy
Teste:
J. P. Creekmore, Clerk
By:



By: [Signature]
Deputy Clerk, U. S. District Court

United States District Court

FOR THE
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CIVIL ACTION FILE NO. H-84-1219

M-1291-B

UNITED STATES OF AMERICA
vs.

JOHN E. AVILA

JUDGMENT FILED

JUL 3 1985

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

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

I, JESSE E. CLARK, Clerk of the United States District Court for
the SOUTHERN District of TEXAS,

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the
above entitled action on JULY 26, 1985, 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
upon the entry of the judgment"

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said
Court this 10 day of DECEMBER, 1985.

JESSE E CLARK, Clerk
By Nat M. Kenner 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.

Entered

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

WILLIAM C. BRICKEY d/b/a/
COAL AGE MINING COMPANY,

Plaintiff,

vs.

FOUR-T MANUFACTURING COMPANY,
INC.,

Defendant.

Case No. 85 C 1075-B ✓

JUL 3 - 1986

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER

Now on this 3rd day of July, 1986, this cause comes on before me the undersigned United States District Judge upon the application of the parties to dismiss this cause with prejudice. Upon review of the file, the court finds that the Application as presented by the parties should be sustained and it is,

Therefore ORDERED, ADJUDGED, and DECREED by the court that the above entitled cause is dismissed with prejudice to refiling.

[Signature]
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL -3 1986

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
GEOFFREY B. DUNSMOOR, a/k/a)
GEOFFERY B. DUNSMOOR;)
KAREN A. DUNSMOOR; WILLIAM R.)
SATTERFIELD; LOT TWENTY-ONE)
(21), BLOCK FIVE (5) LAKEVIEW)
HEIGHTS ADDITION AMENDED)
INVESTMENT COMPANY; JOHN DOE,)
Tenant; COUNTY TREASURER,)
Tulsa County, Oklahoma; and)
BOARD OF COUNTY COMMISSIONERS,)
Tulsa County, Oklahoma,)
)
Defendants.)

CIVIL ACTION NO. 86-C-468-C

O R D E R

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

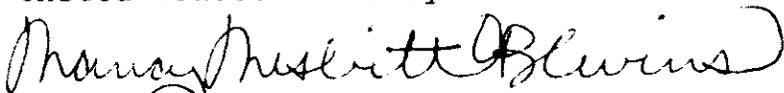
Dated this 2nd day of July, 1986.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

LAYN R. PHILLIPS
United States Attorney



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

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

FILED

JUL 23 1986

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

SOUTHERN ELECTRIC SUPPLY OF)
TULSA, INC., an Oklahoma)
corporation,)
))
Plaintiff,)
))
v.)
))
PRUDENTIAL-BACHE/WATSON &)
TAYLOR, LTD.-3, a Texas)
limited partnership,)
))
Defendant.)

No. 86-C-510 E

JOURNAL ENTRY OF DEFAULT JUDGMENT

Now, on this 23rd day of July, 1986, the above
entitled cause came on to be heard before the undersigned Judge
of the United States District Court for the Northern District of
Oklahoma at the request of the Plaintiff, Southern Electric
Supply of Tulsa, Inc. ("Southern Electric") by its attorney,
Sandra L. Jones of Holliman, Langholz, Runnels & Dorwart, for
default judgment. The Court having examined the files and
pleadings and being fully advised in the premises hereby makes
the following findings and conclusions which constitute its
decision and judgment.

1. The Defendant, Prudential-Bache/Watson & Taylor, Ltd.-3
("Prudential"), was served with Summons and a copy of Southern
Electric's Complaint on May 28, 1986, by the Summons and
Complaint being served upon Prudential by certified mail, return
receipt requested, and accepted by the agent for Prudential.

2. Prudential has wholly failed to answer or otherwise plead in this cause and is in default.

3. The Court finds that this is a suit brought by Southern Electric as follows:

Upon Southern Electric's Material or Mechanic's Lien #L85-2088 in the amount of \$43,923.93 (the "Lien") and for foreclosure of the Lien upon the following described real property located in Tulsa County, Oklahoma:

Lot One (1), Block One (1), ORCHARD VIEW, an addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof (the "Peoria Office Park").

The Court further finds that all material allegations in Southern Electric's Complaint are true and specifically there is due to Southern Electric from Prudential, the principal amount of \$43,923.93, together with pre- and post-judgment interest, costs and reasonable attorneys fees.

The Court further finds that the Lien is a valid, prior and superior lien upon the Peoria Office Park which is the subject of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Southern Electric have and recover a judgment against Prudential in the principal amount of \$43,923.93 together with pre- and post-judgment interest, and for a reasonable attorney's fee and all costs incurred in this action and that the Lien in favor of Southern Electric filed December 3, 1985 with the County Clerk of Tulsa County, Oklahoma, be foreclosed and that the real property described therein be sold to pay said lien and judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that upon the failure of Prudential to satisfy the respective lien and judgment of Southern Electric that a special execution and order of sale and foreclosure should issue commanding the Sheriff of Tulsa County, Oklahoma to levy upon the real estate hereinabove described and after having the same appraised as provided by law should Southern Electric so elect, shall proceed to advertise and sell the same as provided by law and apply the proceeds arising from said sale as follows:

The payment of the costs herein,

Payment in satisfaction of the Lien,

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 and after confirmation thereof, that the parties hereto and all parties claiming under them since the filing of Southern Electric's Complaint herein, pertaining to the real property described herein, be and they are hereby forever barred and foreclosed of any right, title, interest or claim in and to the real property or any part thereof.

S/ THOMAS R. BRETT

for S/ JAMES O. ELLISON

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

APPROVED AS TO FORM:

HOLLIMAN, LANGHOLZ, RUNNELS
& DORWART

Sandra L. Jones

Ronald E. Goins, OBA # 3430
Sandra L. Jones, OBA # 11117

Attorneys for Plaintiff,
Southern Electric Supply
of Tulsa, Inc.

Holliman, Langholz, Runnels
& Dorwart
Suite 700, Holarud Building
Ten East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471

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

FILED

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.

JUL 2 1986
LARK C. SILVER CLERK
U.S. DISTRICT COURT

No. 85-C-985-C

ORDER OF DISMISSAL

On this 2 day of July, 1986, upon the written application of 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, and the Defendant, American General Fire & Casualty Company, for a Dismissal with prejudice of all causes of action against American General Fire & Casualty Company, the Court having examined said Application finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to Dismiss said Complaint with prejudice to any future action against American General Fire & Casualty Company.

THE COURT FURTHER FINDS that said Complaint in Twist v. Wilson and American General Fire & Casualty Company, should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the Plaintiffs, Donald Ray Twist and Rita Sue Twist, individually and as parents and natural guardians of George Robert Twist, Merilee Twist and Donna Twist, minors, against the Defendant, American General Fire & Casualty Company, be and the same hereby are dismissed with prejudice to any future action.

s/H. DALE COOK

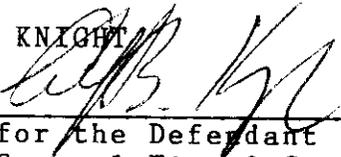
JUDGE OF THE UNITED STATES DISTRICT
COURT, NORTHERN DISTRICT OF OKLAHOMA

APPROVALS:

DON L. DEES

Attorney for the Plaintiffs

ALFRED B. KNIGHT



Attorney for the Defendant
American General Fire & Casualty Co.

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

FILED

JUL -2 1986

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

CRAWFORD ENTERPRISES, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 DAVID L. HOWARD, d/b/a)
 M&H GATHERING, INC., a sole)
 proprietorship; and)
 M&H GAS GATHERING, INC., an)
 Oklahoma corporation,)
)
 Defendants,)
)
 vs.)
)
 ELI MASSO,)
)
 Garnishee.)

No. 83-C-859-C

J U D G M E N T

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

IT IS SO ORDERED AND ADJUDGED that the garnishee, Eli Masso, recover over and against the plaintiff, Crawford Enterprises, on plaintiff's affidavit of garnishment.

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


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

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

FILED

JUL -2 1986

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

JOHN ZINK COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 ZINKCO, INC. and)
 JOHN SMITH ZINK,)
)
 Defendants.)

No. 85-C-292-C

J U D G M E N T

This matter came before the Court on plaintiff John Zink Company's motion for summary judgment on the cross-complaint of defendants Zinkco, Inc. and John Smith Zink. The issues having been duly considered and a decision having been duly rendered,

IT IS SO ORDERED AND ADJUDGED that the plaintiff, John Zink Company, recover over and against the defendants, Zinkco, Inc. and John Smith Zink, on plaintiff's motion for summary judgment on defendants' cross-complaint.

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


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

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

REGINA L. CLINE,)
)
Plaintiff,)
)
vs)
)
HARRY DAVIDSON TRUCKING,)
INC., and ROLLIE DEAN BURROWS)
)
Defendants.)

Case No. 85-C-457-C

FILED

JUL 2 1986

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

O R D E R

NOW on this 2 day of July, 1986, plaintiff's Application to Dismiss with Prejudice came on for hearing. The Court being fully advised in the premises finds that said Application should be sustained and the defendant, Harry Davidson Trucking, Inc., should be dismissed from the above entitled action with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff's Application to Dismiss with Prejudice be sustained and the above captioned action be dismissed with prejudice as to defendant Harry Davidson Trucking, Inc.

s/H. DALE COOK

JUDGE OF THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT

FILED

IN THE UNITED STATES DISTRICT COURT JUL -2 1986
FOR THE NORTHERN DISTRICT OF OKLAHOMA

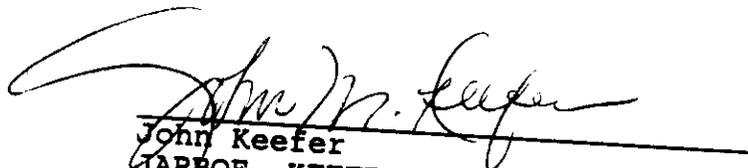
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

JACK T. MCCREARY,
Plaintiff,
vs.
TRANSPORT WORKERS UNION OF
AMERICA, AFL-CIO, LOCAL
UNION NO. 514, and
AMERICAN AIRLINES, INC.,
Defendants.

Case No. 86-C-13-E

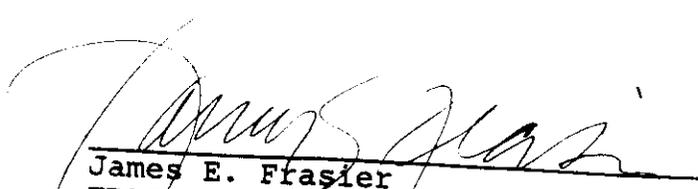
JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiff, Jack T. McCreary, and the Defendants, Transport Workers Union of America, AFL-CIO, Local Union No. 514 and American Airlines, Inc. hereby file their Joint Stipulation of Dismissal with Prejudice whereby the Plaintiff has and does hereby dismiss with prejudice his Complaint and cause of action against the Defendants.

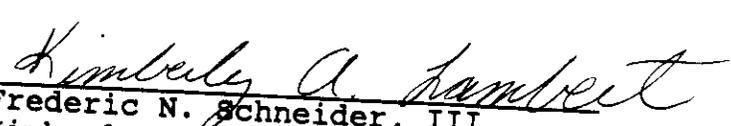


John Keefer
JARBOE, KEEFER & SWINSON
1810 Mid-Continent Tower
Tulsa, Oklahoma 74103
(918) 582-6131

Attorney for Plaintiff
Jack T. McCreary


James E. Frasier
FRASIER & FRASIER
1700 S.W. Boulevard
P. O. Box 799
Tulsa, Oklahoma 74101
(918) 584-4724

Attorney for Defendant
Transport Workers Union
of America


Frederic N. Schneider, III
Kimberly A. Lambert
BOONE, SMITH, DAVIS & HURST
500 Oneok Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103
(918) 587-0000

Attorneys for Defendant
American Airlines, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 WILLIAM M. ANDREWS,)
)
 Defendant.) CIVIL ACTION NO. 86-C-299-E

DEFAULT JUDGMENT

This matter comes on for consideration this 2nd day of July, 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, William M. Andrews, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, William M. Andrews, acknowledged receipt of Summons and Complaint on April 15, 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,

William M. Andrews, for the principal sum of \$416.81, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 12, 1983; \$.68 per month from January 1, 1984; and \$.67 per month from February 1, 1985, until judgment, plus interest thereafter at the current legal rate of 7.03 percent per annum until paid, plus costs of this action.

S/ THOMAS R. BRETT

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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
) Plaintiff,
)
vs.)
)
MELVIN J. SLAUGHTER,)
)
) Defendant.) CIVIL ACTION NO. 86-C-295-E

DEFAULT JUDGMENT

This matter comes on for consideration this 2nd day of ~~June~~ ^{July}, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Melvin J. Slaughter, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Melvin J. Slaughter, was served with Summons and Complaint on May 6, 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,

Melvin J. Slaughter, for the principal sum of \$433.30, plus interest at the current legal rate of 7.03 percent per annum from judgment until paid, plus costs of this action.

for S/ THOMAS R. BRETT
S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

Entered

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

FILED

JUL 1 1986

WAYNE E. WELLS,)
)
 Plaintiff,)
)
 vs.)
)
 UNITED STATES, et al.,)
)
 Defendants.)

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

No. 86-C-316-B ✓

ORDER OF DISMISSAL

This matter comes before the Court on the motions to dismiss of defendants The United States of America and Casualty Reciprocal Exchange. Plaintiff challenges the levy of January 24, 1986, on the accrued and future salary of plaintiff in the possession of defendant Casualty Reciprocal Exchange. Plaintiff states the following grounds for this action: 1) that a Notice of Levy applies only to "merchants" subject to admiralty law, so the IRS cannot subject plaintiff's assets to a levy; 2) that the Notice of Levy is an unlawful seizure of the plaintiff's property because it is an extension of "unwarranted federal jurisdiction"; 3) that plaintiff is a "Free, White, Common Law Citizen" and is not subject to law deriving from the Fourteenth Amendment; and 4) that the use of "'national identification number,' commonly known as a Social Security Number", in connection with the levy is unlawful in that plaintiff is not a participating member of the "national limited liability insurance scheme" evidenced by his Social Security Number.

Plaintiff's complaint is clearly frivolous and should be dismissed. Elliott v. Perez, 751 F.2d 1472 (5th Cir. 1985).
"No federal court, trial or appellate, is obliged to allot more

than a modicum of scarce judicial resources to such claims."

Windsor v. Pan American Airways, 744 F.2d 1187, 1188 (5th Cir.

1984). This case is therefore dismissed, costs assessed against the plaintiff.

IT IS SO ORDERED this 1ST day of July, 1986.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE