

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 31 1986

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 WILLIAM THEODORE EDWARDS, JR., )  
 a/k/a WILLIAM THEODORE EDWARD, )  
 JR.; MARION M. EDWARDS, a/k/a )  
 MARION M. EDWARD, a/k/a MARION )  
 MARIE EDWARDS, a/k/a MARION )  
 MARIA EDWARDS; WESTERN AUTO )  
 SUPPLY COMPANY; EMPIRE )  
 FURNITURE, INC.; and ROSS DRUG )  
 STORES OF BROKEN ARROW, )  
 )  
 Defendants. )

CIVIL ACTION NO. 85-C-770-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 31<sup>st</sup> 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, William Theodore Edwards, Jr., a/k/a  
William Theodore Edward, Jr., and Marion M. Edwards, a/k/a  
Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria  
Edwards, appear pro se; the Defendant, Western Auto Supply  
Company, appears by its attorney, Patrick W. Semegen; and the  
Defendants, Empire Furniture, Inc., and Ross Drug Stores of  
Broken Arrow, appear not, but make default.

The Court being fully advised and having examined the  
file herein finds that the Defendants, William Theodore Edwards  
Jr., a/k/a William Theodore Edward, Jr., and Marion M. Edwards,

a/k/a Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria Edwards, acknowledged receipt of Summons and Complaint on August 28, 1985; that Defendant, Ross Drug Stores of Broken Arrow, acknowledged receipt of Summons and Complaint on August 16, 1985; that Defendant, Western Auto Supply Company, acknowledged receipt of Summons and Complaint on August 26, 1985; and that Defendant, Empire Furniture, Inc., acknowledged receipt of Summons and Complaint on December 18, 1985.

It appears that the Defendants, William Theodore Edwards, Jr., a/k/a William Theodore Edward, Jr., and Marion M. Edwards, a/k/a Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria Edwards, filed their Answer herein on September 4, 1985; that the Defendant, Western Auto Supply Company, filed its Answer herein on or about August 26, 1985; and that the Defendants, Empire Furniture, Inc., and Ross Drug Stores of Broken Arrow, have failed to answer and their default has therefore been entered by the Clerk of this Court.

It further appears that on February 6, 1986, Plaintiff filed its Motion for Summary Judgment herein. On April 10, 1986, the Defendants, William Theodore Edwards, Jr., a/k/a William Theodore Edward, Jr., and Marion M. Edwards, a/k/a Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria Edwards, filed their response to Plaintiff's Motion for Summary Judgment. Pursuant to the Order of the Court entered on June 10, 1986, Defendants submitted additional documentation in support of their opposition to Plaintiff's Motion for Summary Judgment. After giving full consideration to the pleadings and documentation

submitted by the parties, and being fully advised in the premises, the Court finds that Plaintiff's Motion for Summary Judgment should be sustained and that judgment should be entered in favor of Plaintiff in the following particulars.

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

Lot Twenty-one (21), Block Two (2), INDIAN SPRINGS PARK ADDITION, an Addition in Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

The Court further finds that on August 31, 1979, William Theodore Edwards, Jr., and Marion M. Edwards executed and delivered to Western Pacific Financial Corporation, their mortgage note in the amount of \$68,000.00, payable in monthly installments, with interest thereon at the rate of ten percent (10%) per annum.

The Court further finds that as security for the payment of the above-described note, William Theodore Edward, Jr. and Marion M. Edward executed and delivered to Western Pacific Financial Corporation, a mortgage dated August 31, 1979, covering the above-described property. Said mortgage was recorded on September 20, 1979, in Book 4428, Page 1164, in the records of Tulsa County, Oklahoma.

The Court further finds that on June 14, 1984, Security Pacific Mortgage Corporation, formerly known as Western Pacific Financial Corporation, assigned the mortgage referred to above to

the Administrator of Veterans Affairs. This assignment was recorded on July 9, 1984, in Book 4802, Page 1961, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, William Theodore Edwards, Jr., a/k/a William Theodore Edward, Jr., and Marion M. Edwards, a/k/a Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria Edwards, 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, William Theodore Edwards, Jr., a/k/a William Theodore Edward, Jr., and Marion M. Edwards, a/k/a Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria Edwards, are indebted to the Plaintiff in the sum of \$84,848.99 as of February 1, 1985, plus interest thereafter at the rate of ten percent (10%) per annum until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendant, Western Auto Supply Company, has an interest in the property which is the subject matter of this action by virtue of a Judgment dated June 25, 1974, and entered June 25, 1974, in the amount of \$547.22, plus statutory interest since that date. Such interest is subject to and inferior to the first mortgage lien of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, William Theodore Edwards, Jr., a/k/a William Theodore Edward,

Jr., and Marion M. Edwards, a/k/a Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria Edwards, in the sum of \$84,848.99 as of February 1, 1985, plus interest thereafter at the rate of 10 percent (10%) per annum until judgment, plus interest thereafter at the current legal rate of 13.5 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Western Auto Supply Company, have and recover judgment in the amount of \$547.22, plus statutory interest since June 25, 1974, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, William Theodore Edwards, Jr., a/k/a William Theodore Edward, Jr., and Marion M. Edwards, a/k/a Marion M. Edward, a/k/a Marion Marie Edwards, a/k/a Marion Maria Edwards, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisal the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

Third:

In payment of the Defendant, Western Auto Supply Company, in the amount of \$547.22, plus statutory interest since June 25, 1974.

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

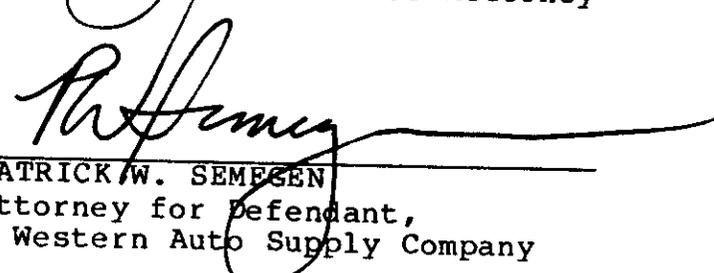
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UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

  
PATRICK W. SEMEGEN  
Attorney for Defendant,  
Western Auto Supply Company

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

FILED

JUL 31 1986

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

FRANK PARKER, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
FARMERS INSURANCE COMPANY, )  
 )  
INC., d/b/a FARMERS )  
 )  
INSURANCE GROUP, )  
 )  
Defendant. )

No. 85-C-897-B

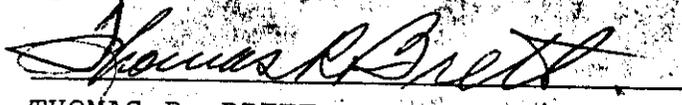
✓

J U D G M E N T

In keeping with the verdict of the jury entered July 30, 1986, Judgment is hereby awarded to the plaintiff, Frank Parker, in the amount of Four Hundred Thirty-One and No/100 Dollars (\$431.00), against the defendant, Farmers Insurance Company, Inc., d/b/a Farmers Insurance Group, on the medical pay insurance contract, and in the amount of Five Thousand Dollars (\$5,000.00), on the alleged breach of the implied covenant of good faith and fair dealing. Said sums are to bear interest at the rate of 6.35% per annum from this date; defendant to pay the costs herein, if timely applied for pursuant to local rule.

Judgment is hereby entered in favor of the defendant, Farmers Insurance Company, Inc., d/b/a Farmers Insurance Group, and against the plaintiff, Frank Parker, on plaintiff's claim for alleged punitive damages.

DATED this 31st day of July, 1986.



THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

MISSION INSURANCE COMPANY, )  
a California corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
RAY A. BRUMBACK, )  
 )  
Defendant. )

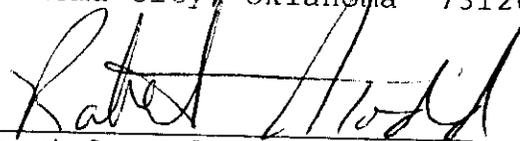
JUL 31 1986  
U.S. DISTRICT COURT  
86-C-523-E

DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, Mission Insurance Company, and  
hereby dismisses its complaint with prejudice.

Respectfully Submitted,

Timothy W. Green  
4117 N.W. 122nd Street  
Oklahoma City, Oklahoma 73120



Robert A. Todd  
2519 East 21st Street  
Tulsa, Oklahoma 74114  
(918) 745-0077

ATTORNEYS FOR PLAINTIFF

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

THE FIRST NATIONAL BANK AND )  
TRUST COMPANY OF TULSA, )  
JOHN BURCH MAYO and MARGERY )  
MAYO FEAGIN, CO-EXECUTORS )  
OF THE ESTATE OF LILLIAN C. )  
MAYO, Deceased, )

Plaintiffs )

v. )

UNITED STATES OF AMERICA, )

Defendant )

CIVIL NO. 81-C-294-E

JUDGMENT

This cause came on to be heard on remand on June 27, 1986, and it appearing to the Court that the opinion in First National Bank and Trust Company of Tulsa, John Burch Mayo and Margery Mayo Feagin, Co-Executors of the Estate of Lillian C. Mayo, Deceased v. United States, U.S. Ct. of Appls., 10th Cir., No. 84-1781 (March 31, 1986), is dispositive of this cause and that no further proceedings are warranted;

JUDGMENT is hereby rendered for the defendant, United States of America and against the plaintiffs and plaintiffs shall take nothing by their complaint. The United States of America shall recover its costs of this action against the plaintiffs.

Entered this 31<sup>st</sup> day of July, 1986.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

Approved:

  
M. KENT ANDERSON  
Attorney, Tax Division  
Department of Justice  
Room 5B31, 1100 Commerce Street  
Dallas, Texas 75242-0599  
(214) 767-0293

ATTORNEY FOR UNITED STATES

  
J. DENNY MOFFETT  
KATHERINE G. COYLE  
CONNER & WINTERS  
2400 First National Tower  
Tulsa, Oklahoma 74103

ATTORNEYS FOR FIRST NATIONAL BANK  
AND TRUST COMPANY OF TULSA

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 31 1986

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

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
LEROY COBBS, )  
 )  
Defendant. )

CIVIL ACTION NO. 86-C-301-C

DEFAULT JUDGMENT

This matter comes on for consideration this 31<sup>st</sup> day of 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, Leroy Cobbs, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Leroy Cobbs, acknowledged receipt of Summons and Complaint on April 14, 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,

Leroy Cobbs, for the principal sum of \$411.93, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from October 11, 1983, and \$.68 per month from January 1, 1984, until judgment, plus interest thereafter at the current legal rate of 6.25 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

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

FILED

JUL 31 1986

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

FRANK PARKER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 85-C-897-B
	)	
FARMERS INSURANCE COMPANY,	)	
INC., d/b/a FARMERS	)	
INSURANCE GROUP,	)	
	)	
Defendant.	)	

J U D G M E N T

In keeping with the verdict of the jury entered July 30, 1986, Judgment is hereby awarded to the plaintiff, Frank Parker, in the amount of Four Hundred Thirty-One and No/100 Dollars (\$431.00), against the defendant, Farmers Insurance Company, Inc., d/b/a Farmers Insurance Group, on the medical pay insurance contract, and in the amount of Five Thousand Dollars (\$5,000.00), on the alleged breach of the implied covenant of good faith and fair dealing. Said sums are to bear interest at the rate of 6.35% per annum from this date; defendant to pay the costs herein, if timely applied for pursuant to local rule.

Judgment is hereby entered in favor of the defendant, Farmers Insurance Company, Inc., d/b/a Farmers Insurance Group, and against the plaintiff, Frank Parker, on plaintiff's claim for alleged punitive damages.

DATED this 31st day of July, 1986.



THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

JUL 31 1985

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

KELLY & GAMBILL, a partnership )  
composed of Robert P. Kelly & )  
Bruce W. Gambill and BRUCE W. )  
GAMBILL, personally, )

Plaintiffs, )

vs. )

DONALD HODEL as Secretary of )  
Department of Interior of the )  
United States of America, )  
JACK SHOEMATE as Superintendent )  
of the Osage Indian Agency of )  
the Bureau of Indian Affairs, )

Defendants. )

CIVIL ACTION NO. 85-C-385-B

O R D E R

This matter comes on before the Court upon the stipulation of all of the parties and the Court being fully advised in the premises ORDERS, ADJUDGES AND DECREES that all claims asserted herein by Plaintiffs, Kelly & Gambill, a partnership composed of Robert P. Kelly and Bruce W. Gambill, and Bruce W. Gambill, personally, against Donald Hodel, Secretary of the Department of Interior, and Jack Shoemate, Superintendent of the Osage Indian Agency of the Bureau of Indian Affairs, are hereby dismissed with prejudice.

Dated this 31st day of July, 1986.

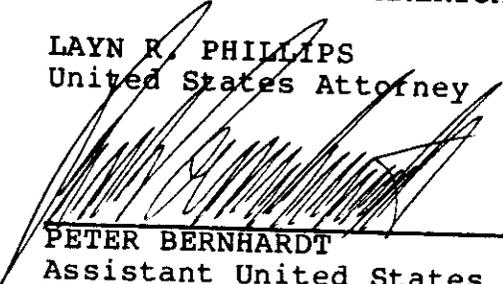
S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

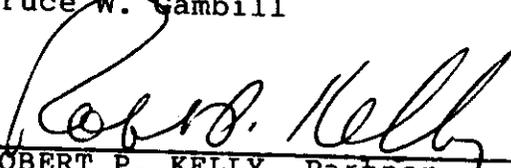
UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney



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

KELLY & GAMBILL, a Partnership  
Composed of Robert P. Kelly and  
Bruce W. Gambill



ROBERT P. KELLY, Partner



BRUCE W. GAMBILL, Partner



BRUCE W. GAMBILL, Individually

Entered

United States District Court

FOR THE

Eastern District of Oklahoma

FILED

JUL 31 1985

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

CIVIL ACTION FILE NO. 85-53-C

UNITED STATES OF AMERICA, vs. KATHRYN A. HENRY, et al.

17-1302-E JUDGMENT

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, Lewis L. Vaughn, Clerk of the United States District Court for the Eastern District of Oklahoma,

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the above entitled action on February 13, 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 February 14, 1985.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said Court this 20th day of June, 1986.

LEWIS L. VAUGHN, Clerk By [Signature] 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.

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

KATHRYN A. HENRY,  
a/k/a KATHRYN ANN STAGGERS,  
a/k/a KATHRYN STAGGERS,  
Defendant.

CIVIL NO. 85-53-C

**FILED**

FEB 13 1985

AGREED JUDGMENT

LEWIS L. VAUGHN  
CLERK, U. S. DISTRICT COURT

BY D. D. DEPUTY CLERK

This matter comes on for consideration this 13<sup>th</sup>  
day of February, 1985, the Court being informed in  
the premises and it appearing that the defendant waives all  
service of process and agrees that she is indebted to the  
United States of America as set forth herein; and in  
accordance therewith,

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED  
that the plaintiff, United States of America, is awarded  
judgment against the defendant, Kathryn A. Henry, a/k/a  
Kathryn Ann Staggers, a/k/a Kathryn Staggers, for the  
recovery of National Direct Student Loan, the principal sum  
of \$1,100.00 plus accrued interest in the amount of \$159.91

I hereby certify that the annexed instrument  
is a true and correct copy of the original on  
file in my office.

ATTEST:

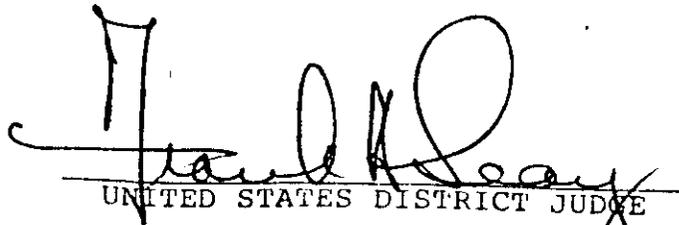
LEWIS L. VAUGHN

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

By [Signature] Deputy Clerk

Dated June 20, 1986

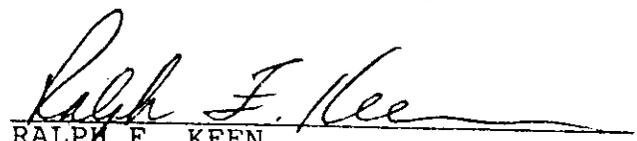
as of December 21, 1984, plus interest thereafter at the rate of 3 percent per annum until the date of judgment, plus interest at the legal rate from the date of judgment until paid.

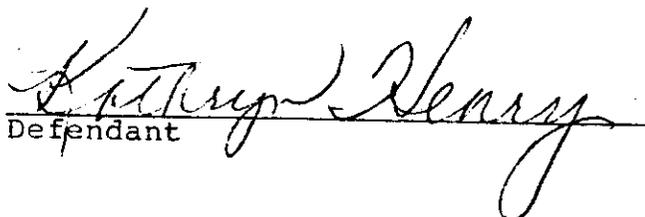
  
UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

DONN F. BAKER  
United States Attorney

  
RALPH F. KEEN  
Assistant United States Attorney

  
Defendant

# United States District Court

FOR THE

WESTERN DISTRICT OF OKLAHOMA

FILED

JUL 31 1986

CIVIL ACTION FILE NO. CIV-85-586 DISTRICT COURT

UNITED STATES OF AMERICA  
*vs.*  
LEE ROY STEVENS, JR. ET AL

m-1303-E ✓

JUDGMENT

### CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

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

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the  
above entitled action on January 17, 1986, 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 January 17,  
1986 upon the entry of the judgment.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said  
Court this 12 day of May, 1986

Robert D. Dennis, Clerk  
By [Signature] 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.

FILED

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

JAN 17 1986

ROBERT D. DENNIS  
CLERK, U. S. DISTRICT COURT

BY \_\_\_\_\_  
DEPUTY

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
LEE ROY STEVENS, JR. and TENA )  
STEVENS, a/k/a Tena Marie Stevens, )  
husband and wife; et al., )  
 )  
Defendants. )

CIV-85-568-W

DEFICIENCY JUDGMENT

NOW on this 16<sup>th</sup> day of January, 1986, this matter comes before the Court on the Motion for Leave to Enter Deficiency Judgment of the plaintiff, United States of America, acting through the Veterans Administration. After proper notice, this motion was not opposed by defendants, and upon consideration of the argument and authority advanced in plaintiff's motion, the Court finds that the Motion for Leave to Enter Deficiency Judgment should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the United States of America be allowed to enter a deficiency judgment for the amount of the judgment herein with interest, attorney's fee and costs to date of sale as follows:

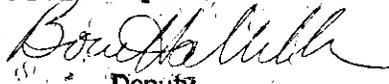
Principal balance	\$74,610.09
Interest	\$11,250.64
Late Charges	\$ 454.48
Appraisal	\$ 125.00
Management Broker Fees	\$ 200.00
Other Costs	\$ 90.00
Total	<u>\$86,730.21</u>

the amount of proceeds from the sale of the subject property constituted a credit of \$53,912.00 toward the above-stated amounts, leaving the remainder of \$32,818.21 with interest thereon at the rate allowable by law until paid as a deficiency.

  
 UNITED STATES DISTRICT JUDGE

1983 1 7 1983

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

By   
 Deputy

# United States District Court

FOR THE

Eastern District of Oklahoma

FILED  
JUL 31 1985

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

CIVIL ACTION FILE NO. 84-509-C

UNITED STATES OF AMERICA

vs.

JAMES E. MARTIN

} m-1304-C ✓  
JUDGMENT

### CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, Lewis L. Vaughn, Clerk of the United States District Court for  
the Eastern District of Oklahoma

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the  
above entitled action on June 3, 1985, as it appears of record in my office,  
and that

\* no nappel from the judgment has been filed and  
time for appeal has expired.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said  
Court this 18th day of March, 19 86.

LEWIS L. VAUGHN, Clerk  
By [Signature] 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.

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

UNITED STATES OF AMERICA, )  
Plaintiff, )  
vs. )  
JAMES E. MARTIN, Sr., )  
a single person, )  
Defendant. )

No. 84-509-C

FILED

JUN - 3 1985

LEWIS L. WOODIN  
CLERK, U. S. DISTRICT COURT  
BY PB  
DEPUTY CLERK

DEFICIENCY JUDGMENT

This matter comes on to be heard this 3 day of June 1985, upon plaintiff's motion for leave to enter a deficiency judgment against the defendant, James E. Martin, Sr.; the plaintiff appearing by its attorney of record, and the defendants, having been duly notified of the hearing of said motion at this time and place, appear neither in person nor by counsel; now the Court considers said motion and being fully advised in the premises finds that the reasonable market value of the mortgaged real estate and premises as of the date of the sale thereof, was the sum of \$39,989.00; that the amount of the judgment rendered on the 5th day of November, 1984, is \$47,220.45, plus interest and costs; that plaintiff has incurred costs in the amount of \$2,905.18; and that the accrued interest is the sum of \$19,044.48;

IT IS THEREFORE ORDERED that plaintiff have and recover a deficiency judgment from the defendant, James E. Martin, Sr., in the sum of \$29,181.11, plus interest at the legal rate of 10.33% per annum until paid as set forth in the judgment entered herein on November 5, 1985.

[Signature]  
UNITED STATES DISTRICT JUDGE



Contract Year	1983	\$537,346.27
	1984	\$374,559.90
	1985	\$558,067.44
	1986	\$343,504.30

(b). Kaiser-Francis Oil Company is entitled to \$201,283.47 in prejudgment interest on the sums set forth in paragraph 1(a), computed at the rate of 6% per year.

(c). Kaiser-Francis Oil Company is also entitled to the sum of \$1,922,497.95 on the basis of underpayment liability, as set forth below:

Contract Year	1983	\$287,158.69
	1984	\$808,733.72
	1985	\$490,951.22
	1986	\$335,654.32

(d). Kaiser-Francis Oil Company is entitled to prejudgment interest in the amount of \$393,847.14 on the sums set forth in paragraph 1(c) pursuant to 52 O.S. 1981, §540(b).

(e). The subsections of this paragraph 1 are severable.

2. If for any reason, a Court of higher jurisdiction determines that recovery may not be had pursuant to ¶1 of this Judgment, but does determine that Kaiser-Francis is entitled to recovery for take or pay claims, then this paragraph 2 shall supersede paragraph 1 of this Judgment, entitling Kaiser-Francis Oil Company to judgment in the amount of \$3,940,734.19, as computed in this paragraph.

(a). Kaiser-Francis would be entitled to recover \$3,600,309.52 for its take or pay claims, as set forth below.

Contract Year	1983	\$ 537,347.41
	1984	\$1,118,331.78
	1985	\$1,040,294.01
	1986	\$ 904,336.32

(b). Kaiser-Francis Oil Company would be entitled to \$340,424.67 in prejudgment interest on the sums set forth in paragraph 2(a) of this Judgment, calculated at the rate of 6% per year.

3. In addition to the amounts awarded to Kaiser-Francis by paragraph 1 or paragraph 2, as the case may be, Kaiser-Francis is also entitled to the following:

(a). Pursuant to 12 O.S. 1981, §936, Kaiser-Francis Oil Company is entitled to recover an attorney's fee in the amount of \$56,573.23 for its take or pay claims and \$6,015.00 for its underpayment claims.

(b). Postjudgment interest shall accrue on the take or pay amounts set forth in this Judgment at the rate of 6.35% per year; postjudgment interest shall accrue at the rate of 12% per year on the underpayment amounts set forth in this Judgment.

4. The amounts set forth in this Judgment are exclusive of applicable state severance, production and similar taxes.

Entered this 30th day of July, 1986.

Approved as to Form:

Michael Mesuro  
Attorney for Kaiser-Francis  
Oil Company

Rubon E. Miller  
Attorney for Producer's Gas Company

S/ THOMAS R. BRETT

United States District Court  
Judge

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

JUL 31 1986

CLERK OF COURT  
U.S. DISTRICT COURT

BETTY J. SHEETS,  
Plaintiff,

vs.

No. 86-C-80-B

TERMINIX INTERNATIONAL, INC.,  
a corporation; and SEARS,  
ROEBUCK AND COMPANY, INC.,  
a corporation,  
Defendants.

ORDER OF DISMISSAL

On this 31st day of July, 1986, upon the written application of the Plaintiff, Betty J. Sheets, and the Defendants, Terminix International, Inc., and Sears, Robuck and Company, Inc., for a Dismissal with Prejudice of the Complaint of Sheets v. Terminix International, Inc. and Sears, Roebuck and Company, Inc., 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 Plaintiff.

THE COURT FURTHER FINDS that said Complaint in Sheets v. Terminix International, Inc. and Sears, Roebuck and Company, Inc. should be dismissed pursuant to said Application.

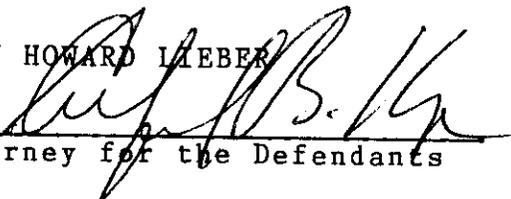
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the Plaintiff, Betty J. Sheets, against the Defendants, Terminix International, Inc. and Sears, Roebuck and Company, Inc., be and the same hereby are dismissed with prejudice to any future action.

S/ THOMAS R. BRET  
JUDGE OF THE UNITED STATES DISTRICT  
COURT, NORTHERN DISTRICT OF OKLAHOMA

APPROVALS:

C. CLAY ROBERTS, III

  
\_\_\_\_\_  
Attorney for the Plaintiff

JOHN HOWARD LIEBER  
  
\_\_\_\_\_  
Attorney for the Defendants

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

JUL 31 1986

J. G. BROWN, CLERK  
U.S. DISTRICT COURT

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

CLIFFORD E. GRAGG, )

Defendant. )

CIVIL ACTION NO. 86-C-155-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 him have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Clifford E. Gragg, 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

JUL 31 1986

JAMES L. HARRIS, CLERK  
U.S. DISTRICT COURT

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ALBERT R. ROBERTSON, )  
 )  
Defendant. )

CIVIL ACTION NO. 86-C-257-B

DEFAULT JUDGMENT

This matter comes on for consideration this 31st 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, Albert R. Robertson, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Albert R. Robertson, was served with Summons and Complaint on May 23, 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,

Albert R. Robertson, for the principal sum of \$377.66, (less the sum of \$40.00 which has been paid), plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 22, 1983, and \$.68 per month from January 1, 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

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BOB G. KEMP; JOANN KEMP; )  
 COUNTY TREASURER, Ottawa )  
 County, Oklahoma; and BOARD )  
 OF COUNTY COMMISSIONERS, )  
 Ottawa County, Oklahoma, )  
 )  
 Defendants. ) CIVIL ACTION NO. 86-C-361-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 30<sup>th</sup> day  
of July, 1986. The Plaintiff appears by Layn R.  
Phillips, United States Attorney for the Northern District of  
Oklahoma, through Peter Bernhardt, Assistant United States  
Attorney; the Defendants, County Treasurer, Ottawa County,  
Oklahoma, and Board of County Commissioners, Ottawa County,  
Oklahoma, appear by David L. Thompson, Assistant District  
Attorney, Ottawa County, Oklahoma; and the Defendants, Bob G.  
Kemp and Joann Kemp, appear not, but make default.

The Court being fully advised and having examined the  
file herein finds that the Defendants, Bob G. Kemp and Joann  
Kemp, were served with Summons and Complaint on May 13, 1986;  
that Defendant, County Treasurer, Ottawa County, Oklahoma,  
acknowledged receipt of Summons and Complaint on April 14, 1986;  
and that Defendant, Board of County Commissioners, Ottawa County,  
Oklahoma, was served with Summons and Complaint on May 8, 1986.

It appears that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, filed their Answer herein on May 13, 1986; and that the Defendants, Bob G. Kemp and Joann Kemp, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Beginning at the Southeast Corner of the SE1/4 of the SE1/4 of Section 13, Township 28 North, Range 23 East of the Indian Meridian, Ottawa County, Oklahoma; thence North 420 feet; thence West 525 feet; thence South 420 feet; thence East 525 feet to the point of beginning.

The Court further finds that on May 31, 1985, the Defendants, Bob G. Kemp and Joann Kemp, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, their mortgage note in the amount of \$48,000.00, payable in monthly installments, with interest thereon at the rate of twelve percent (12%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Bob G. Kemp and Joann Kemp, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated May 31, 1985, covering the above-described property. Said mortgage was recorded on May 31, 1985, in Book 442, Page 119, in the records of Ottawa County, Oklahoma.

The Court further finds that the Defendants, Bob G. Kemp and Joann Kemp, 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, Bob G. Kemp and Joann Kemp, are indebted to the Plaintiff in the principal sum of \$47,986.27, plus interest at the rate of twelve percent (12%) per annum from August 1, 1985, until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, claim no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Bob G. Kemp and Joann Kemp, in the principal sum of \$47,986.27, plus interest at the rate of twelve percent (12%) 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, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

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

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Bob G. Kemp and Joann Kemp, 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 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/ JAMES M. HILSON

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS  
United States Attorney

PETER BERNHARDT  
Assistant United States Attorney

*Entered*

**United States District Court**

FOR THE

EASTERN DISTRICT OF OKLAHOMA

CIVIL ACTION FILE NO. 85-450-C

**FILED**  
JUL 31 1986  
JACK C. SILVER, CLERK  
U.S. DISTRICT COURT

UNITED STATES OF AMERICA  
vs.  
PAUL W. KNOX, et al.

} m-1301-E ✓  
JUDGMENT

**CERTIFICATION OF JUDGMENT FOR  
REGISTRATION IN ANOTHER DISTRICT**

I, LEWIS L. VAUGHN, Clerk of the United States District Court for  
the EASTERN District of OKLAHOMA,

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the  
above entitled action on June 11, 1986, 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 June 11, 1986.

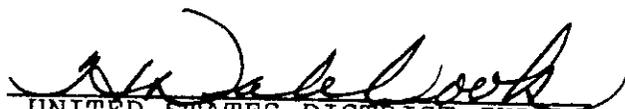
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said  
Court this 16th day of JUNE, 1986.

LEWIS L. VAUGHN, Clerk  
By Jinda M. Davis 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.



IT IS THEREFORE ORDERED that plaintiff have and recover a deficiency judgment from the defendants, Paul W. Knox, Leroy B. Elrod and Mary Lou Elrod, in the sum of \$37,539.48, plus interest at the legal rate of 7.85% per annum until paid as set forth in the judgment entered herein on February 4, 1986.

  
UNITED STATES DISTRICT JUDGE





*Entered*

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

JUL 30 1986

CLERK  
DISTRICT COURT

HOLD OIL CORP., a Florida Corporation,  
  
Plaintiff,  
  
v.  
  
L. RICHARD COOPER, INC.; EMPIRE DEVELOPMENT DRILLING (RS-82-1); NuWEST VENTURE CAPITAL LTD. (RS-83-1); and R.L.S. PLANNER, INC.,  
  
Defendants.

No. 85-C-925-B

AGREED STIPULATION OF DISMISSAL

Plaintiff, Hold Oil Corporation and the Defendants, L. Richard Cooper, Inc., Empire Developmental Drilling Program (RS-82-1), NuWest Venture Capital, Ltd. (RS-83-1), and R.L.S. Planner, Inc., having settled disputes pending between them giving rise to the claims and counterclaims under the above-referenced style and case number, do hereby individually stipulate and dismiss with prejudice the claims and counterclaims pending between them. The parties agree and further stipulate that each party shall bear its own costs.

Respectfully submitted,

Dated: July 30, 1986

*C. Raymond Patton*  
C. RAYMOND PATTON  
IRA L. EDWARDS, JR.  
HOUSTON & KLEIN  
3200 University Club Tower  
1722 South Carson  
P. O. Box 2967  
Tulsa, Oklahoma 74119

ATTORNEYS FOR PLAINTIFF

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

7/28/86

*Warren D. Majors*  
WARREN D. MAJORS

SPRADLING, ALPERN, FRIOT & GUM  
101 Park Avenue, Suite 700  
Oklahoma City, OK 73102

(Local Counsel)

AND

BRIAN F. CURRAN  
CHAMBERLAIN, D'AMANDA, OPPENHEIMER  
& GREENFIELD  
100 Crossroads Building  
Rochester, New York 14616-1308

ATTORNEYS FOR DEFENDANTS

ORDER APPROVING STIPULATED DISMISSAL

The Court, having reviewed the Stipulation of the parties, hereby accepts the same and further directs the Clerk of this Court to enter the Dismissals With Prejudice on the appropriate dockets of this Court, further indicating that each party is to bear its costs in the action.

IT IS THEREFORE SO ORDERED.

Dated this 31st day of July, 1986.

S/ THOMAS R. BRETT

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

5770P6  
1325/85-749

RECEIVED  
U.S. DISTRICT COURT

JUL 31 1986

JAD/SB

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

JUL 31 1986

CLERK  
U.S. DISTRICT COURT

LANDMARK AMERICAN INSURANCE )  
COMPANY, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ROBERT C. HOLLOWAY, MARK )  
MAULDIN and LISA MAULDIN, )  
 )  
Defendants. )

NO. 85-C-1120B

ORDER

NOW on this 30th day of July, 1986, the above captioned cause comes on before the undersigned Judge of the District Court on the plaintiff's Application to Dismiss this action with prejudice. The Court, upon being advised that an agreeable settlement has been reached between the parties finds that it is in the best interest of the parties to have this action dismissed with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above captioned action be dismissed with prejudice.

S/ THOMAS R. BRETT

---

HONORABLE THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE  
NORTHERN DISTRICT OF OKLAHOMA

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the foregoing was deposited in the U. S. Mail this \_\_\_\_ day of July, 1986, addressed to Scott D. Keith, 1515 South Denver, Tulsa, Oklahoma 74119, with proper postage thereon fully prepaid.

---

*Entered*

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

WILLIAM M. MEYER,

Plaintiff,

v.

WENDY'S INTERNATIONAL, INC.,  
an Ohio Corporation,

Defendant.

Case No. 85-C-373-B ✓

JOHN W. SHIVER, CLERK  
U.S. DISTRICT COURT

JUL 30 1986

J U D G M E N T

This matter came before the Court for jury trial July 21-22, 1986. At the close of evidence, the Court directed a verdict in favor of the Defendant, Wendy's International, Inc. In accordance with the Court's ruling, IT IS HEREBY ORDERED AND ADJUDGED that the Plaintiff, William M. Meyer, is to take nothing from the Defendant, Wendy's International, Inc., and that the action is to be dismissed on the merits.

DATED, this 30<sup>th</sup> day of July, 1986.

*Thomas R. Brett*

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

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

JUL 30 1986  
CLERK  
U.S. DISTRICT COURT

CIVIL ACTION NO. 86-C-248-E

NOTICE OF DISMISSAL

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

Dated this 30th day of July, 1986.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS  
United States Attorney

*Phil Pinnell*

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

CERTIFICATE OF SERVICE

This is to certify that on the 30th day of July, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: David L. Arneecher, Post Office Box 612, Hominy, Oklahoma 74035.

*Phil Pinnell*  
Assistant United States Attorney

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

FILED

JUL 30 1985

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

TEXAS VAPOR RECOVERY, INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 TERRY TUCKER, )  
 HERITAGE GAS COMPANY, INC., )  
 WESTERN STATES DEVELOPMENT )  
 CORPORATION, )  
 )  
 Defendants. )

No. 84-C-547-E

AGREED JOURNAL ENTRY

Texas Vapor Recovery, Inc. ("Texas Vapor"), Plaintiff, and Terry Tucker ("Tucker"), Heritage Gas Company, Inc. ("Heritage"), and Western States Development Corporation ("WSD"), parties herein, in full resolution of the above-styled cause, hereby enter into and agree upon the following facts and Journal Entry thereon.

On or about November 19, 1982 the Plaintiff Texas Vapor entered into an agreement with Tucker, Defendant herein, whereby the said Tucker was to locate certain natural gas plant applications on behalf of Texas Vapor; that pursuant to the agreement Tucker was to be compensated with salary and a certain sharing of revenues generated in the operations of the natural gas plants to be located in Oklahoma. Tucker was able to perform only part of the agreement by locating and installing two such Plants, one known as the "Beggs Plant", and the other known as the "Taft Plant", located near the towns of Beggs and Taft respectively.

Texas Vapor paid for the materials, equipment and labor utilized in the construction and installation of the "Beggs" and the "Taft" Plants as well as all gathering and transmission systems connected thereto except for one gathering line (The 6" Line) consisting of six (6) inch and twin three (3) inch pipes running through Township Fifteen (15) North, Range Ten (10) East, Creek County, Oklahoma, from a valve located approximately at the Southwest corner of Section Thirty-Six (36), North along the boundaries between Sections Thirty-Five (35) and Thirty-Six (36), Twenty-Five (25) and Twenty-Six (26), Twenty-Three (23) and Twenty-Four (24) and terminating approximately at the midpoint of the boundary between Sections Fourteen (14) and Thirteen (13) at a connection with a meter loop on a line owned by Phillips Petroleum Company. The 6" Line was installed and paid for by Tucker and/or Heritage.

That during the months of July and August 1983 WSD purchased and paid for the interest acquired by Tucker and/or Heritage in the Plants and The 6" Line.

That, further, it is agreed that as between the parties to this action that Texas Vapor owns all of the physical properties comprising or associated with the Plants; that the Defendant WSD did acquire an interest in said Plants to the extent of one-half (1/2) of any net profits that may be derived as a result of the operation of the equipment comprising or associated with the Plants; and that neither defendants Tucker nor Heritage have interest, legal or equitable, in The 6" Line, either of the Plants, the equipment comprising or associated with them or any revenues produced or to be produced therefrom.

That the counterclaim of WSD alleging an ownership of one-third of the profits attributable to the Ballinger Plant is withdrawn and dismissed.

Further, all parties agree to be responsible for their respective attorneys' fees and any cost attributable to the pursuit and defense of the various claims and allegations within this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that as between the parties to this action: Texas Vapor Recovery, Inc. has ownership of all the physical properties constituting or associated with the "Beggs" and "Taft" gas processing plants, that Western States Development Corporation acquired a one-half (1/2) interest in any "net profits" that may result from the operation of the equipment comprising or associated with the said "Beggs" and "Taft" plants and that neither Terry Tucker nor Heritage Gas Company, Inc., have any interest of any nature in such plants, their equipment or the revenues attributable thereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Western States Development Corporation owns, free of any claims on the part of Texas Vapor Recovery, Inc., Terry Tucker or Heritage Gas Company, Inc., one gathering line (The 6" Line) consisting of six (6) inch and twin three (3) inch pipes running through Township Fifteen (15) North, Range Ten (10) East, Creek County, Oklahoma, from a valve located approximately at the Southwest corner of Section Thirty-Six (36), North along the boundaries between Sections Thirty-Five (35) and Thirty-Six (36), Twenty-Five (25) and Twenty-Six (26), Twenty-Three (23) and Twenty-Four (24) and terminating approximately at the midpoint of the boundary between Sections Fourteen (14) and Thirteen (13) at a connection with a meter loop on a line owned by Phillips Petroleum Company. The 6" Line was installed and paid for by Tucker and/or Heritage.

Further, the Court, based upon agreement of counsel orders defendants' counterclaim dismissed and finds that each of the parties are to be responsible for their respective attorneys' fees and costs.

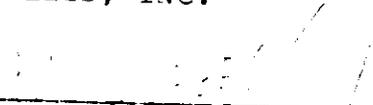
IT IS SO ORDERED.

JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

NICHOLS, WOLFE, STAMPER,  
NALLY & FALLIS, INC.

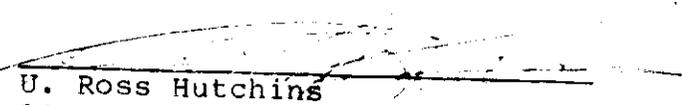
By:

  
S. M. Fallis, Jr.  
400 Old City Hall Building  
124 East Fourth Street  
Tulsa, Oklahoma 74103  
(918) 584-5182

Attorneys for Plaintiff  
Texas Vapor Recovery, Inc.

HUTCHINS, SLEMP, LANFORD  
& ELMORE

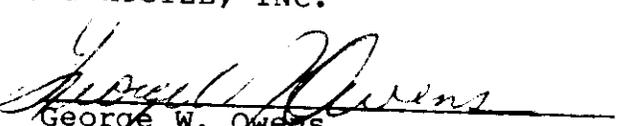
By:

  
U. Ross Hutchins  
3414 South Yale  
Tulsa, Oklahoma 74135  
(918) 479-4411

Attorneys for Defendant  
Terry Tucker

OWENS & MCGILL, INC.

By:

  
George W. Owens  
1606 First National Bank  
Building  
Tulsa, Oklahoma 74103  
(918) 587-0021

Attorneys for Defendant  
Western States Development Corporation

See 7/29/86

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

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

Case No. 85-C-1101-B

CONSENT ORDER CONSTITUTING FINAL JUDGMENT

Upon consideration of the various pleadings herein and Compromise Settlement Agreement and Stipulation of Plaintiff and Peregrine Exploration Company to settle this litigation, in part as evidenced by their attorneys' respective signatures to the Stipulation annexed to this Consent Order, it is hereby ORDERED, ADJUDGED and DECREED:

1. The Court finds that it has jurisdiction of the above named parties and the subject matter of this suit.
2. The Court finds that all material allegations of Plaintiff's Complaint are true and Plaintiff is entitled to judgment as prayed for.
3. The Counterclaim of the above named defendant is dismissed with prejudice.

4. The Court finds that Plaintiff is in possession of and owns against all claims of said defendant oil and gas leases on land described as follows:

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.

5. The Court finds that the above mentioned leases are controlled by 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.

6. 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 claim of the above named defendant does not meet these requirements and is therefore void.

7. 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.

8. Plaintiff is granted judgment quieting title to the three above described oil and gas leases against said Peregrine Exploration Company and all production from said leases from and after July 30, 1984.

9. Plaintiff and the above named defendant, having settled the cause of action alleged in the Complaint and Counterclaim as to damages, costs and attorney fees, neither of said parties shall have or recover any damages, costs or attorney fees against the other with respect to these proceedings and cause of action.

10. This Consent Order shall constitute the findings of fact and conclusions of law as between the above named parties with respect to all material allegations in the Complaint and Counterclaim.

11. The parties to this Consent Order have and do hereby waive any and all right to appeal herefrom.

Dated this 29th day of July, 1986.

S/ THOMAS R. BRETT

---

United States District Judge

STIPULATION

The parties named below, through their respective attorneys, hereby stipulate and consent to the entry of the foregoing Consent Order Constituting Final Judgment without further notice.

Dated this 28 day of July, 1986.

MARMAC RESOURCES COMPANY,  
An Oklahoma partnership

By James R. Eagleton  
James R. Eagleton OBA No. 2584

PEREGRINE EXPLORATION COMPANY

By Luke Goodwin  
Luke Goodwin, OBA No. 3457

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

UNARCO RUBBER PRODUCTS,  
Division of UNARCO INDUSTRIES,  
INC.,

Plaintiff,

vs.

THE INTERNATIONAL UNION OF  
UNITED RUBBER, CORK, LINOLEUM  
AND PLASTIC WORKERS OF AMERICA,  
AFL-CIO; LOCAL UNION 997; AND  
JESSIE TERRY,

Defendants.

No. 83-C-81-E

ORDER AND JUDGMENT

Pursuant to mandate of the Tenth Circuit dated April 18, 1986, it is hereby ordered, adjudged and decreed that the judgment entered by this Court on the 21st day of March, 1984 be and is hereby vacated.

IT IS FURTHER ORDERED that Defendants The International Union of United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, Local Union 997 and Jessie Terry recover judgment of the Plaintiff, Unarco Rubber Products, that the arbitration award be declared enforceable as against Defendants The International Union of United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, Local Union 997 and Jessie Terry, that Plaintiff's complaint be dismissed, and that Defendants The International Union of United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, Local Union 997 and Jessie Terry be awarded their costs of action.

DATED this 28<sup>th</sup> day of July, 1986.

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

*Entered*

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

MARTIN LUTHER REED, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 PETER DOUGLAS and )  
 MICHAEL TURPEN, )  
 )  
 Respondents. )

86-C-588-B ✓

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

JUL 25 1986

FILED

ORDER

Upon petitioner's application for dismissal, the court orders that the petition for writ of habeas corpus in the above-styled case be and is hereby dismissed.

It is so Ordered this 24 day of July, 1986.

*Thomas R. Brett*

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FILED  
JUL 25 1986  
JACK C. SILVER, CLERK  
U.S. DISTRICT COURT

GARY RUNNER and GERRI RUNNER, )  
husband and wife, )  
 )  
Plaintiffs, )

vs. )

No. 86-C-574-E

JAMES PERRY VANDERPOOL, JR., )  
and BARBARA SUE VANDERPOOL, )  
husband and wife; JOHN RAGAN, )  
an Individual, and RIVERSIDE )  
REALTY, INC., an Oklahoma )  
Corporation, )  
 )  
Defendants. )

NOTICE OF DISMISSAL WITH PREJUDICE

COMES NOW the undersigned attorney of record for the Plaintiff herein and pursuant to F.R.C.P. 41(a) shows this Court, that no answer has been served upon Plaintiff by the Defendants Vanderpool. Notice is hereby given that the Plaintiff dismisses the First and Second Causes of Action as against the Defendants, James Perry Vanderpool and Barbara Sue Vanderpool with prejudice.

JOSEPH L. HULL, P. C.

By Joseph L. Hull, III  
Joseph L. Hull, III OBA #4477

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto by mailing the same to them or to their attorneys of record on the 25<sup>th</sup> day of July, 1986.

Shirley Henson

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

JUL 25 1986

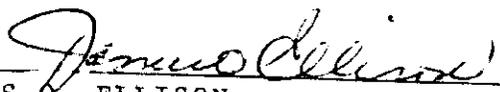
DELIA M. WEBB, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 SANGER-HARRIS, Trade Name for )  
 FEDERATED DEPARTMENT STORES, )  
 INC., a Delaware corporation, )  
 operating as SANGER-HARRIS )  
 STORE Woodland Hills Mall, )  
 Tulsa, Oklahoma, and the )  
 WESTINGHOUSE ELEVATOR )  
 COMPANY, operating as a )  
 division of WESTINGHOUSE )  
 ELECTRIC CORPORATION at 4500 )  
 South Garnett Road, Tulsa, )  
 Oklahoma, )  
 )  
 Defendants. )

No. 84-C-972 E

ORDER

NOW on this 25<sup>th</sup> day of July, 1986, upon the joint application of all the parties for an order dismissing with prejudice the claim of the plaintiff and the cross-claims of the defendants, the court finds that the case has been settled and should be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all claims and cross-claims are hereby dismissed with prejudice, each side to bear her or its own costs, expenses and attorney's fees.

  
JAMES O. ELLISON  
U.S. DISTRICT COURT JUDGE

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

FILED

JUL 25 1986

DAVID R. HANCOCK,

Plaintiff,

v.

RICK ZIMMERMAN,

Defendant.

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

No. 85-C-496-B

J U D G M E N T

This action came on for trial before the Court and a jury on July 23, 1986, and the issues having been duly tried and the jury having duly rendered its verdict on July 24, 1986,

IT IS ORDERED AND ADJUDGED that the plaintiff, David R. Hancock, recover of the defendant, Rick Zimmerman, the sum of Sixteen Thousand Seventy Dollars (\$16,070.00), with interest thereon at the rate of 6.35 percent per annum as provided by law from this date plus costs of action if timely requested under the Local Rules.

DATED at Tulsa, Oklahoma, this 25th day of July, 1986.



THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

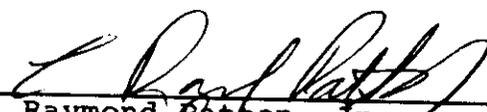
JUL 25 1986  
JACOB... CLERK  
U.S. DISTRICT COURT

WESTWIND ENERGY CORPORATION, )  
a Texas corporation, et al., )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
EAGLE OIL COMPANY, a Nevada )  
corporation, et al., )  
 )  
Defendants, )  
 )  
JEFFREY E. CARTER, an )  
individual, et al., )  
 )  
Third-Party Defendants. )

No. 85-C-934-E

*OF*  
STIPULATION FOR PARTIAL DISMISSAL WITHOUT PREJUDICE

The Defendants/Third-Party Plaintiffs, Eagle Oil Company, Larry Huff, Robert Tressler and David Eastis, and Third-Party Defendant W. Austin Barsalou hereby stipulate that the Third-Party Claim for Contribution of said Third-Party Plaintiffs be dismissed as to Third-Party Defendant W. Austin Barsalou only pursuant to Rule 41(a)(1), Fed. R. Civ. P., with each party to bear its own costs and attorneys' fees, if any.

  
C. Raymond Patton, Jr.  
HOUSTON AND KLEIN, INC.  
3200 University Club Tower  
1722 South Carson  
P. O. Box 2967  
Tulsa, Oklahoma 74101  
(918) 583-2131

ATTORNEYS FOR THIRD-PARTY  
DEFENDANT  
W. Austin Barsalou

  
Robert F. Waters  
5901 N. Western, Suite 101  
Oklahoma City, Oklahoma 73118  
(405) 840-4224

ATTORNEY FOR DEFENDANTS,  
Eagle Oil Company, Larry Huff,  
Robert Tressler and David  
Eastis

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

LESTER CLAYBORN NEELEY; DORIS )  
NELL NEELEY; COUNTY TREASURER, )  
Creek County, Oklahoma; and )  
BOARD OF COUNTY COMMISSIONERS, )  
Creek County, Oklahoma, )

Defendants. )

CIVIL ACTION NO. 86-C-344-E ✓

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 21<sup>st</sup> 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, Lester Clayborn Neeley, Doris Nell Neeley, County Treasurer, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Lester Clayborn Neeley and Doris Nell Neeley, acknowledged receipt of Summons and Complaint on April 27, 1986; that Defendant, County Treasurer, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on April 10, 1986; and that Defendant, Board of County Commissioners, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint which acknowledgment was filed herein on April 21, 1986.

It appears that the Defendants, Lester Clayborn Neeley Doris Nell Neeley, County Treasurer, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lots 3, 4, and 5, in Block 1, CLIFF ADDITION,  
An Addition in Creek County, State of Oklahoma,  
according to the Recorded Plat thereof.

The Court further finds that on June 9, 1984, Lester Clayborn Neeley and Doris Nell Neeley executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, their Mortgage Note in the amount of \$42,000.00, payable in monthly installments, with interest thereon at the rate of thirteen percent (13%) per annum.

The Court further finds that as security for the payment of the above-described note, Lester Clayborn Neeley and Doris Nell Neeley executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, a real estate mortgage dated June 9, 1984, covering the above-described property. Said mortgage was recorded on June 13, 1984, in Book 165, Page 15, in the records of Creek County, Oklahoma.

The Court further finds that the Defendants, Lester Clayborn Neeley and Doris Nell Neeley, 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, Lester Clayborn Neeley and Doris Nell Neeley, are indebted to the Plaintiff in the sum of \$41,824.55, plus interest at the rate of thirteen percent (13%) per annum from September 1, 1985, until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, United States of America, have and recover judgment against the Defendants, Lester Clayborn Neeley and Doris Nell Neeley, in the principal amount of \$41,824.55, plus interest at the rate of thirteen percent (13%) per annum from September 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, Creek 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, Lester Clayborn Neeley and Doris Nell Neeley, 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:

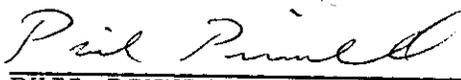
In payment of the judgment rendered herein in favor of the Plaintiff.

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

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

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

**JUL 24 1987**

TEXACO, INC., a Delaware Corporation,  
Plaintiff,  
vs.  
JOSEPH M. RICHARDS, et al.,  
Defendants.

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

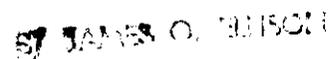
Case No. 76-C-494-E

ORDER

This matter coming on this 24<sup>th</sup> day of July, 1987 upon the application of Defendant, Jack L. Hart, for an order of distribution of the funds interplead herein and the Court having considered said Application and the files and records in this cause finds that the same should be granted and that this case should be dismissed and closed and the Clerk should be directed to distribute the funds held by him in the above styled and numbered proceeding to those persons and in the proportions designated in the Final Judgment of the 109th District Court, Winkler County, Texas, Case No. 9060, Chapman et al vs. Richards et al. The same issues which are before this Court were presented to and decided by the State Court in that case. Therefore, nothing remains to be done herein. The Court further finds that since all of the parties defendant before the Court in this case were before the Texas Court, and that due and lawful notice was given to all of them prior to

the hearing resulting in its Judgment that no hearing or notice thereof is required herein. The Texas judgment has simply concluded all matters before this Court in this case. A copy of this Judgment is appended to this order and incorporated as a part hereof.

It is therefore ordered that the above styled and numbered proceeding be and it hereby is dismissed and closed and that the Clerk of the Court be and he hereby is directed to disburse the funds held by him as aforesaid.

 JAMES O. BUSSON

---

UNITED STATES DISTRICT JUDGE

FILED

JUL 24 1986

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

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

TITAN SERVICES, INC.,	)	
a Delaware corporation,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
GRAYFOX OPERATING COMPANY,	)	
an Oklahoma corporation,	)	
	)	
Defendant.	)	

No. 86-C-400-C

J U D G M E N T

This matter came on before the Court for consideration of plaintiff's motion for summary judgment. The issues having been duly considered and a decision having been duly rendered in accordance with the Findings of Fact and Conclusions of Law filed simultaneously herein, the Court hereby enters its judgment as against defendant and in favor of plaintiff in the amount of \$146,898.89, plus interest at the rate of eighteen percent (18%) per annum from February 5, 1986, until paid, less the agreed offset of \$15,050.00 to be deducted from the final payment of all monies due under the parties' settlement agreement.

It is the further Order of the Court that plaintiff be awarded reasonable attorney fees. Plaintiff is hereby granted ten (10) days from date of this Judgment within which to submit proper documentation to support its claim for such fees.

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

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

FILED

JUL 24 1986

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

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

TITAN SERVICES, INC., )  
a Delaware corporation, )  
 )  
Plaintiff, )  
 )  
vs. ) No. 86-C-400-C  
 )  
 )  
GRAYFOX OPERATING COMPANY, )  
an Oklahoma corporation, )  
 )  
Defendant. )

J U D G M E N T

This matter came on before the Court for consideration of plaintiff's motion for summary judgment. The issues having been duly considered and a decision having been duly rendered in accordance with the Findings of Fact and Conclusions of Law filed simultaneously herein, the Court hereby enters its judgment as against defendant and in favor of plaintiff in the amount of \$146,898.89, plus interest at the rate of eighteen percent (18%) per annum from February 5, 1986, until paid, less the agreed offset of \$15,050.00 to be deducted from the final payment of all monies due under the parties' settlement agreement.

It is the further Order of the Court that plaintiff be awarded reasonable attorney fees. Plaintiff is hereby granted ten (10) days from date of this Judgment within which to submit proper documentation to support its claim for such fees..

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

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

Entered

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

LARRY L. CHANEY, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 S. M. (BUDDY) FALLIS, JR., )  
 et al., )  
 )  
 Defendants. )

No. 86-C-112-E ✓

JUL 24 1986  
U.S. DISTRICT COURT

ORDER

There being no response to the Defendants Fallis, Thurman, Randolph and Unknown OSBI Officers motions to dismiss as ordered by the Court on April 21, 1986 and June 26, 1986 respectively, and more than ten (10) days having passed since the filing of the motions to dismiss and no extension of time having been sought by Plaintiff, the Court, pursuant to Local Rule 14(a), as amended effective March 1, 1981, concludes that Plaintiff has therefore waived any objection or opposition to the motions to dismiss. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964).

The motions to dismiss are therefore granted.

ORDERED this 24<sup>th</sup> day of July, 1986.

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

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

FILED

DEUTZ-ALLIS COPORATION, a )  
Wisconsin Corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
BLEDSOE EQUIPMENT, an Oklahoma )  
Corporation; LEE B. BLEDSOE, )  
an individual; and THE PAWNEE )  
NATIONAL BANK, a national )  
banking association, )  
 )  
Defendants. )

JUL 23 1986

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

No. 86-C-550-C

ORDER FOR DISMISSAL WITHOUT PREJUDICE

This matter coming on for Hearing before me on this 22 day of July, 1986, pursuant to the Stipulation for Dismissal Without Prejudice filed by the plaintiff hereto, this Court FINDS, AND IT IS HEREBY ORDERED that this cause shall be dismissed without prejudice to the refileing of same by any of the parties hereto.

Dated this 23 day of July, 1986.

  
UNITED STATES DISTRICT JUDGE

FILED

JUL 23 1986

JACK C. SILVER, CLE  
U.S. DISTRICT COUR

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

MIDAMERICA FEDERAL SAVINGS )  
AND LOAN ASSOCIATION, )  
a federal savings and loan )  
association, )  
)   
Plaintiff, )  
)   
vs. )   
)   
SHEARSON/AMERICAN EXPRESS, INC., )  
a Delaware corporation; and )  
DON CROW, an individual, )  
)   
Defendants. )

No. 84-C-10-C

J U D G M E N T

This matter was tried before a jury from April 14, 1986 through May 5, 1986, the Honorable H. Dale Cook presiding. On May 5, 1986, the jury returned the following verdicts:

1. In favor of plaintiff MidAmerica Federal Savings and Loan Association (MidAmerica) and against defendants Shearson/American Express, Inc., now known as Shearson Lehman Brothers, Inc., (Shearson) and Don Crow (Crow) on plaintiff's First Cause of Action brought pursuant to Section 12(2) of the Securities Act of 1933 [15 U.S.C. §77L(2)], assessing damages in the amount of \$6,513,851.00.

2. In favor of plaintiff MidAmerica and against defendants Shearson and Crow on plaintiff's Second Cause of Action brought

pursuant to 71 O.S. §408(a)(2), assessing damages in the amount of \$6,502,202.00.

3. In favor of plaintiff MidAmerica and against defendants Shearson and Crow on plaintiff's Third Cause of Action for breach of fiduciary duty, assessing actual damages in the amount of \$7,513,851.00 and punitive damages of \$1.00.

Under the applicable law, plaintiff is entitled to judgment upon a verdict only as to the greatest amount returned by the jury. In this case, that amount is the amount of recovery awarded in Count 3 -- actual damages in the amount of \$7,513,851.00 and punitive damages in the amount of \$1.00.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that judgment should be and hereby is entered on behalf of plaintiff and against defendants for actual damages in the amount of \$7,513,851.00 and for punitive damages in the amount of \$1.00, with post-judgment interest at the rate of 6.35% per annum until paid.

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

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

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

JUL 28 1986

DOUGLAS PATRICK FAY, )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 85-C-716-E  
 )  
 KAREN GASTON, SUSAN E. WERNER, )  
 and J. L. DUFF, )  
 )  
 Defendants. )

O R D E R

The Court has before it for its consideration the motions to dismiss of Defendants Karen Gaston and Jerry L. Duff, and Plaintiff's motion to amend and motion for summary judgment. Defendants Gaston and Duff independently have moved the Court to dismiss Plaintiff's claim for failure to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. Although Plaintiff has not responded to the motion to dismiss filed by Defendant Duff, the Court will consider the merits of Plaintiff's claim, rather than granting the motion to dismiss for failure of the Plaintiff to respond. In addition, the Court, sua sponte, will address whether the Plaintiff's complaint states a claim against Defendant Susan Werner.

As all parties have recognized, a motion to dismiss tests the sufficiency of the Plaintiff's complaint, and the Court must take as true all facts which are pled by the Plaintiff. Cruz v. Beto, 405 U.S. 319, (1972). Plaintiff claims that Defendant

Gaston was employed as a case worker at Juvenile Court in Tulsa County, that she filed an affidavit against Plaintiff in Tulsa County District Court in order to obtain an arrest warrant against the Plaintiff in connection with the disappearance of a local juvenile. Defendant Gaston moves the Court to dismiss Plaintiff's complaint on the basis of absolute immunity as an employee of the Tulsa County District Court. Absolute immunity was accorded to judicial officers by the United States Supreme Court in Pierson v. Ray, 386 U.S. 547, 87 S.Ct. 1213, 18 L.Ed.2d 288 (1967). In Kurzawa v. Mueller, 732 F.2d 1456 (6th Cir. 1984) the United States Court of Appeals for the Sixth Circuit held that the absolute immunity accorded to judicial officers extends to other persons who are integral parts of the judicial process, including state employees who are responsible for the prosecution of child neglect and delinquency petitions in the Michigan Courts. Thus, because absolute immunity extends to Defendant Gaston for activities undertaken within the scope of her duties as a case worker for the Tulsa County Juvenile Court, her motion to dismiss for failure to state a claim must be granted.

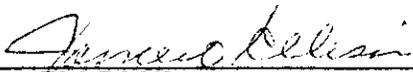
Defendant Werner, although apparently not served at this point, is also entitled to assert a form of absolute immunity, prosecutorial immunity. Imbler v. Pachtman, 424 U.S. 409, 96 S.Ct. 984, 47 L.Ed.2d 128 (1976). Plaintiff's complaint alleges that Defendant Werner is employed as Assistant District Attorney, and that she was acting on information provided by Karen Gaston in obtaining the arrest warrant for Plaintiff. Accordingly, Plaintiff's claim against Defendant Werner is dismissed for

failure to state a claim.

Finally, Defendant Jerry L. Duff, according to Plaintiff, was the Tulsa County Deputy Sheriff who issued the fugitive warrant under which Plaintiff was arrested. It is well established that no liability accrues against a law enforcement officer for serving a warrant regular on its face. Atkins v. Lanning, 556 F.2d 485 (10th Cir. 1977). Plaintiff has not alleged any grounds which would indicate that Defendant Duff had reason to know that the arrest warrant was invalid. Accordingly, Defendant Duff's motion to dismiss is also granted.

In summary, Plaintiff's complaint fails to state a claim against all three Defendants, Gaston, Werner, and Duff and this action is dismissed in its entirety.

DATED this 22<sup>nd</sup> day of July, 1986.

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

FILED

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

JUL 23 1986

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

WILLIAM C. A. HARPER, )  
 )  
 Petitioner, )  
 )  
 vs. )  
 )  
 PETER DOUGLAS, et al., )  
 )  
 Respondents, )

No. 82-C-296-C

O R D E R

Now before the Court for its consideration is the petition for leave to file a response and objection to the Magistrate's Findings and Recommendations entered on June 5, 1986, brought by the petitioner William Harper.

The Magistrate entered detailed Findings as to each ground contained in petitioner's writ of habeas corpus. In his petition, William Harper addresses and objects to each recommendation made by the Magistrate.

The Court has independently reviewed the lengthy case file which dates back to March 18, 1982, by the filing of the writ of habeas corpus. The Court has reviewed the case law relied on by the Magistrate, and that contained in petitioner's objections to the Findings. After careful review, the Court concludes that petitioner's writ of habeas corpus should be denied. The Magistrate's Findings and Recommendations are affirmed and adopted by the Court as its own.

The grant of leave to file a response is rendered moot. The Court reviewed the arguments and objections contained in petitioner's attached response and objection and after considering same, concludes the writ of habeas corpus should be and hereby is denied.

WHEREFORE, premises considered, it is the Order of the Court that the writ of habeas corpus filed by petitioner William C. A. Harper is hereby denied.

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

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

*Entered*

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

IN RE:	)	
JERRY L. MIZE, d/b/a	)	Bankruptcy No. 85-01111
GRANDEZA RANCH,	)	(Chapter 11)
	)	
Debtor-Appellant,	)	
	)	Consolidated District
and	)	Court No. 85-C-800-B ✓
	)	
IN RE:	)	
	)	
REPUBLIC FINANCIAL	)	Bankruptcy No. 84-01460
CORPORATION,	)	(Chapter 11)
	)	<b>FILED</b>
Debtor-Appellee.	)	

ORDER

JUL 22 1986 *g*

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

The court has before it for determination the appeal of Jerry L. Mize, d/b/a Grandeza Ranch, from the final judgment of the Bankruptcy Court for the Northern District of Oklahoma entered on August 26, 1985, in Case Nos. 84-01460 and 85-01111. The Trustee of Republic Financial Corporation (RFC) brought this action in the Bankruptcy Court to determine the interests of the parties in real property located in Osage County, Oklahoma, otherwise known as the Grandeza Ranch.

A complete history of the facts giving rise to this case is set forth in Republic Financial Corp. v. Mize, 682 P.2d 207 (Okl. 1983). RFC held a second mortgage on the Grandeza Ranch in the amount of \$162,145.75. Upon default by Mize on his first mortgage, RFC entered into a financial arrangement with Mize to prevent foreclosure. Upon default by Mize of the arrangement with RFC, RFC instituted a quiet title action against Mize in Osage County District Court. After prevailing on the merits in

that action, RFC instituted a forcible entry and detainer action against the Reeds who had attempted to purchase the property from Mize. RFC took lawful possession of the property in February, 1981, pursuant to the Osage County District Court decision and a voluntary settlement with the Reeds in the forcible entry and detainer action.

On appeal, the Oklahoma Supreme Court held that the interest of RFC in the property was that of a mortgagee rather than a deed holder. Republic Financial Corp. v. Mize, 682 P.2d at 218. The Oklahoma Supreme Court issued its Mandate on July 6, 1984. RFC filed its petition for bankruptcy on September 24, 1984. Subsequent to that date, Mize filed his petition for bankruptcy.

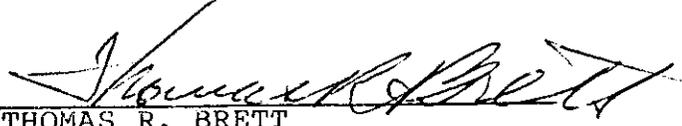
Whether the interest of RFC in the property is construed as a deed or a lien, it is clear from the record that both RFC and Mize have an interest in the Grandeza Ranch. The Bankruptcy Court properly determined that the property is part of both bankruptcy estates pursuant to 11 U.S.C. §541.

The Bankruptcy Court was also correct in ordering the trustee of RFC to sell the property to preserve the rights of all parties. Bankruptcy courts are essentially courts of equity with inherently equitable proceedings. See, e.g., Local Loan Co. v. Hunt, 292 U.S. 234, 240, 54 S.Ct. 695, 697, 78 L.Ed. 1230, 1232 (1934); Amador v. Amador, 596 F.2d 428, 431 (10th Cir. 1979). They have "the power to sift the circumstances surrounding any claim to see that injustice or unfairness is not done in administration of the bankrupt estate." Pepper v. Litton, 308 U.S. 295, 308, 60 S.Ct. 238, 246, 84 L.Ed. 281 (1939). The record supports

the Bankruptcy Court's finding that Mize would not have the ability to maintain the property while attempting to sell it. Therefore, Mize would be unable to assure adequate protection to RFC's interest in the property. An entity with an interest in property is entitled to adequate protection of its interest under 11 U.S.C. §363(e). See, United States v. Whiting Pools, Inc., 462 U.S. 198, 212, 103 S.Ct. 2309, 76 L.Ed.2d 515 (1983). RFC does not seek to withhold the property from Mize; RFC wants to sell the property for the benefit of all concerned.

It is therefore Ordered that the final decision of the Bankruptcy Court is affirmed.

It is so ordered this 22<sup>nd</sup> day of July, 1986.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

JUL 22 1936

CLERK OF COURT

UNITED STATES OF AMERICA for )  
Use and Benefit of KOPPERS )  
COMPANY, INC., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
DIAMOND ELECTRIC CO., an )  
Oklahoma corporation, and )  
AETNA INSURANCE COMPANY, )  
 )  
Defendants. ) No. 85-C-880-C

JUDGMENT

This action came on for trial before the Court, Honorable H. Dale Cook, District Judge presiding, and the issues have been duly heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that the Plaintiff, Koppers Company, Inc., recover of the Defendant Aetna Insurance Company the sum of \$35,301.42 together with prejudgment interest of \$4,589.13, plus costs of this action of \$508.50 and attorney fees to be allowed by the Court, all with interest thereon at the rate of 6.35 percent as provided by law.

IT IS FURTHER ORDERED AND ADJUDGED that judgment be entered in favor of the Plaintiff and against the Defendant *Aetna Insurance Company* ~~Diamond Electric Company~~ on its counterclaim.

Dated at Tulsa, Oklahoma, this 22<sup>nd</sup> day of July,  
1986.

Signed: H. Dale Cook

---

H. Dale Cook  
United States District Judge

APPROVED:

  
R. Scott Savage  
Attorney for Plaintiff

  
Wm. S. Hall  
Attorney for Defendants

Entered

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 KERRY DON GOSNEY; KIMBERLY R. )  
 GOSNEY; COUNTY TREASURER, )  
 Ottawa County, Oklahoma; and )  
 BOARD OF COUNTY COMMISSIONERS, )  
 Ottawa County, Oklahoma, )  
 )  
 Defendants. )

FILED

JUL 22 1986

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

CIVIL ACTION NO. 86-C-467-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 22nd 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, Ottawa County, Oklahoma, and County Treasurer, Ottawa County, Oklahoma, appear by David L. Thompson, Assistant District Attorney, Ottawa County, Oklahoma; and the Defendants, Kerry Don Gosney and Kimberly R. Gosney, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Kerry Don Gosney and Kimberly R. Gosney, acknowledged receipt of Summons and Complaint on May 30, 1986; that Defendant, County Treasurer, Ottawa County, Oklahoma, acknowledged receipt of Summons and Complaint on May 15, 1986.

It appears that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, filed their Answers herein on May 19, 1986; and that the Defendants, Kerry Don Gosney and Kimberly R. Gosney, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lots 13, 14, and 15 in Block 129 in the City of Miami, Ottawa County, Oklahoma, according to the recorded plat thereof.

The Court further finds that on December 27, 1982, Kerry Don Gosney executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, his Mortgage Note in the amount of \$21,500.00, payable in monthly installments, with interest thereon at the rate of twelve percent (12%) per annum.

The Court further finds that as security for the payment of the above-described note, Kerry Don Gosney executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, a real estate mortgage dated December 27, 1982, covering the above-described property. Said mortgage was recorded on December 28, 1982, in Book 419, Page 164, in the records of Ottawa County, Oklahoma.

The Court further finds that the Defendant, Kerry Don Gosney, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Kerry Don Gosney, is indebted to the Plaintiff in the principal sum of \$21,584.79, plus interest at the rate of twelve percent (12%) per annum from February 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 Defendant, County Treasurer, Ottawa County, Oklahoma, has a lien on the property which is subject matter of this action by virtue of personal property taxes in the amount of \$ 17.52 . Said lien is inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendants, Board of County Commissioners, Ottawa County, Oklahoma, and Kimberly R. Gosney, 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 Defendant, Kerry Don Gosney, in the principal sum of \$21,584.79, plus interest at the rate of twelve percent (12%) per annum from February 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 Defendant, County Treasurer, Ottawa County, Oklahoma, have and recover judgment in the amount of \$ 17.52 for personal property taxes, plus applicable penalties and interest.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Board of County Commissioners, Ottawa County, Oklahoma, and Kimberly R. Gosney, 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 Defendant, Kerry Don Gosney, 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 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.

Third:

In payment of the Defendant, County Treasurer, Ottawa County, Oklahoma, in the

amount of \$ 17.52 , 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.

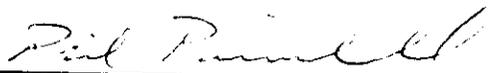
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from  
and after the sale of the above-described real property, under  
and by virtue of this judgment and decree, all of the Defendants  
and all persons claiming under them since the filing of the  
Complaint, be and they are forever barred and foreclosed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

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS  
United States Attorney

  
PHIL PINNELL  
Assistant United States Attorney

  
DAVID L. THOMPSON  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Ottawa County, Oklahoma

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

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

MICHAEL H. LESSLEY, )

Defendant. )

No. 85-C-670-E

JUDGMENT

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

IT IS ORDERED AND ADJUDGED that the Plaintiff, United States of America, recover of the Defendant, Michael H. Lessley, the sum of \$385.17, plus interest accrued prior to December 8, 1983 in the amount of \$39.95, plus interest from December 8, 1983 until judgment at the rate of 12.25 per cent per annum, plus accrued prejudgment administrative costs of \$28.40, with post-judgment interest thereon at the rate of 6.35 per cent as provided by law, and its costs of action.

DATED at Tulsa, Oklahoma this 21<sup>ST</sup> day of July, 1986.

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



civil actions against the United States not exceeding \$10,000.00, any Act of Congress, any regulation of the Executive Department, or any implied or express contract.

Defendants contend that Plaintiff's claims in the nature of slander and deceit are expressly excepted from the waiver of sovereign immunity contained in the Federal Tort Claims Act. 28 U.S.C. § 2680(h) provides, in pertinent part, that the provisions of the Federal Tort Claims Act and 28 U.S.C. § 1346(b) shall not apply to any claim for libel, slander, misrepresentation, or deceit. Thus, to the extent that Plaintiff's allegations sound in tort for slander, libel, misrepresentation, or deceit, this Court has no jurisdiction, and sovereign immunity bars the Plaintiff's claim.

To the extent that Plaintiff's Complaint could be read to state a claim under an Act of Congress or federal regulation, this Court is without jurisdiction because the damages sought by Plaintiff exceed \$10,000.00.

Because this Court is without jurisdiction, it has no power to require the Plaintiff to exhaust his administrative remedies by asserting his claim before the Army Board for Correction of Military Records pursuant to 10 U.S.C. § 1552. However, it appears to the Court that Plaintiff would be well advised to do so, as this body may well be able to rectify any injustice which may have been done to Plaintiff.

Accordingly, the Motion to Dismiss of the Defendants, Caspar M. Weinberger and John O. Marsh, Jr. is sustained, and Plaintiff is encouraged to pursue his claims before the Army Board for

Correction of Military Records.

DATED this 21<sup>st</sup> day of July, 1986.

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

*entered*

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

HOME-STAKE PRODUCTION COMPANY, )  
 )  
 Appellee, )  
 )  
 v. )  
 )  
 UNITED STATES OF AMERICA, )  
 )  
 Appellant. )

86-C-134-B **FILED**  
JUL 22 1986 *ef*

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

O R D E R

On February 11, 1986, the United States Bankruptcy Court for the Northern District of Oklahoma issued an order sustaining the debtor's obligation to the United States' Tax Claim in Bankruptcy No. 73-B-922. The United States of America (Internal Revenue Service) now appeals from that order of the bankruptcy court. The issue on appeal involves the determination of which year, 1981 or 1982, was the correct year for Home-Stake Production Company to have taken a deduction for the amounts incurred to settle fraud claims against it. The bankruptcy court held that the correct year was 1981. The government argues that the correct year was 1982.

Because Home-Stake was an accrual method tax payer, the proper test for determining the correct year for deducting the liability for the fraud claims is the "all events" test set forth in Treasury Regulation §1.461-1(a)(2). Under the all events test a deduction for a liability will be allowed to an accrual basis tax payer in the taxable year in which (a) all the events have occurred which determine the fact of the liability and (b) the amount thereof can be determined with reasonable accuracy. A

determination of whether the all events test has been satisfied "calls for a practical, not a legal, test". Lucas v. American Code Co., 280 U.S. 445, 449 (1930). The test is not whether the liability is legally enforceable against the tax payer. Continental Tie and Lumber Co. v. United States, 286 U.S. 290, 295 (1932). The government asserts that the bankruptcy court should have ruled as a matter of law that the accrual of any deduction for an amount payable by a defendant in the settlement of a class action should not be allowed prior to the year in which all members of the plaintiff class have had notice under Federal Rule of Civil Procedure 23(e) and have had an opportunity to object to the terms of the settlement under which the amounts are to be paid.

The facts giving rise to this appeal are as follows: In 1973, Home-Stake became a defendant in numerous securities fraud lawsuits. In the same year Home-Stake filed for reorganization under Chapter X of the Bankruptcy Act. Thereafter the affairs of Home-Stake were managed by an appointed trustee. The pending fraud suits were transferred by the Judicial Panel on Multi-district Litigation to the Northern District of Oklahoma and consolidated under Case No. MDL-153. In 1976 the district court certified one of the fraud suits, brought as a class action, as nine separate class actions on behalf of nine classes of investors in the Home-Stake drilling program. Thereafter the law firms representing plaintiffs in the MDL litigation formed a plaintiffs' committee of counsel to prosecute the class actions in the district court. Settlement negotiations in the MDL case

resulted in a written stipulation of settlement entered into on November 12, 1981. The bankruptcy court found that under the stipulation of settlement, Home-Stake had agreed to pay all its remaining assets to the fraud claimants. Accordingly, the trustee and plaintiffs' committee of counsel believed in 1981 that as a practical matter there was no reason why the settlement with the debtor would not be approved by the bankruptcy court. Additionally, Judge Wilson found that the overwhelming weight of the evidence indicated that the debtor, Home-Stake, would not have continued to contest its liability to the fraud claimants had the MDL court disapproved of the stipulation of settlement dated November 12th.

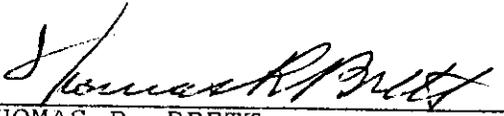
Where liability does exist but is initially contested, accrual must occur in the year in which the contest is over. United States v. Safety Car Heating and Lighting Co., 297 U.S. 88, 93-94 (1936). The determination of whether a contest is "over" involves practical considerations.

While Rule 23(e) requires that absent class members be given notice of and opportunity to object to the settlement terms in a class action suit, such class members have no power to accept or reject any proposed settlement. Only the court has such power under Rule 23(e) and a settlement agreement in a class action suit can be accepted by the court despite the objections of any number of absent class members. The standard to be used in applying the all events test is whether the dispute was over as a practical matter. Under that standard the bankruptcy court correctly found that, based upon the trustee's determination by

the end of 1981 not to further contest the fraud claims against Home-Stake and Home-stake's agreement to pay all of its remaining assets to the MDL fraud claimants, the debtor's accrual of those fraud claims in 1981 was in accord with the all events test as set forth in Treasury Reg. §1.461-1(a)(2). See, Flamingo Resorts Inc. v. United States, 664 F.2d 1387 (9th Cir. 1982); Southwest Exploration Co. v. Riddell, 232 F.Supp. 13 (S.D.Cal. 1964).

It is therefore Ordered that Bankruptcy Court's order of February 11, 1986, is affirmed.

It is so Ordered this 22<sup>nd</sup> day of July, 1986.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

FILED

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

JUL 22 1986

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

~~CANADIAN COMMERCIAL BANK,~~ )  
~~a Canadian Chartered Corporation,~~ )  
PW Liquidators, Inc. )  
Plaintiff, )

-vs-

Case No. 85-C-372-C

WALTER BARNES and KENNETH F. )  
MANS, )  
Defendants. )

JUDGMENT

Based upon the Pre-Trial Order and the parties' approvals as noted below, a judgment is hereby entered in favor of PW Liquidators, Inc. ~~Canadian Commercial Bank~~ jointly and severally against the Defendants, Walter Barnes and Kenneth F. Mans, in the amount of \$ 4,467,860.22 plus interest thereon at the rate of 6.35 percent per annum from this date until paid, ~~plus a reasonable attorney fee in the amount of \$~~ ~~\_\_\_\_\_~~ for all of which let execution issue.

DATED this 22 day of July, 1986.

  
Honorable H. Dale Cook  
United States District Judge

APPROVED AS TO FORM AND CONTENT:



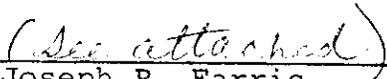
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Richard W. Gable  
Attorney for Plaintiff



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G. Blaine Schwabe, III  
Attorney for Defendant,  
Ken F. Mans



---

Joseph R. Farris  
Attorney for Defendant,  
Walter Barnes

APPROVED AS TO FORM AND CONTENT:

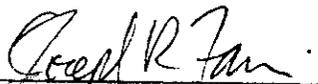


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Richard W. Gable  
Attorney for Plaintiff

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G. Blaine Schwabe, III  
Attorney for Defendant,  
Ken F. Mans



---

Joseph R. Farris  
Attorney for Defendant,  
Walter Barnes

FILED

JUL 22 1986

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

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

JOHN DARRELL VALESKI, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 J. R. STOVER, et al, )  
 )  
 Defendants. )

85-C-425-C

ORDER

In response to this court's order filed July 1, 1986, plaintiff submitted a letter advising the court that following his attorney Mary Barksdale's withdrawal as counsel of record, plaintiff had not secured new counsel. He therefore contends that Katherine Green, who appeared purportedly on his behalf at the April 2, 1986, hearing had no authority to stipulate as to the dismissal with prejudice of his claims. However, plaintiff additionally informs the court that he is not financially able to continue litigation in this matter.

It is therefore Ordered that plaintiff's cause of action be dismissed pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure.

It is so Ordered this 22 day of July, 1986.

  
H. DALE COOK, CHIEF  
UNITED STATES DISTRICT JUDGE

*Entered*

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

JUL 22 1986  
JACOB C. SILVER, C.  
U.S. DISTRICT COU

COFFEYVILLE PACKING COMPANY, )  
INC., and DIATOMITE CORPORATION )  
OF AMERICA-GRANTOR TRUST, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
SERVICE PACKING COMPANY, INC., )  
 )  
Defendant. )

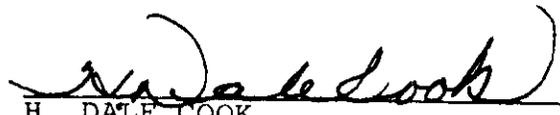
No. 85-C-1004-C

J U D G M E N T

This matter came on before the Court for determination of the cross motions for partial summary judgment filed by the plaintiffs, Coffeyville Packing Company, Inc. and Diatomite Corporation; and defendant Service Packing Company, Inc. There being no controverted material facts, the issues having been duly considered, and a decision having been duly rendered in accordance with the Order filed herein,

IT IS ORDERED AND ADJUDGED that the defendant Service Packing Company, Inc. is entitled to partial summary judgment against the plaintiffs Coffeyville Packing Company, Inc. and Diatomite Corporation of America-Grantor Trust.

IT IS SO ORDERED this 21 day of July, 1986.

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



satisfaction of the total overpayment for the calendar years 1980 and 1981 provided that each monthly payment is made timely.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant, Otis R. Bowen, M.D., Secretary of Health and Human Services, have judgment against the Plaintiff, Shirley A. Goddard, in the total amount of \$4,200.00, plus interest from the date of judgment at the current legal rate of 6.35 percent per annum until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment rendered herein in favor of the Secretary of Health and Human Services shall be fully satisfied by the payment of \$50.00 per month by Shirley A. Goddard to the Secretary of Health and Human Services commencing September 1, 1986, and continuing on the first day of each month thereafter until the total sum of \$3,000.00 has been paid, provided, that no interest shall be charged on the outstanding balance and all monthly payments shall be applied in full toward principal.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the full amount of \$4,200.00 overpayment plus interest as set forth herein shall become due and payable immediately in its entirety if the Plaintiff, Shirley A. Goddard, fails to make any of the monthly installment payments within ten (10) days of the due dates.

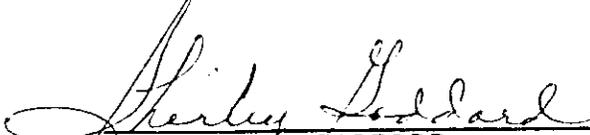
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon timely payment of the \$3,000.00 as set forth herein by the Plaintiff, Shirley A. Goddard, to the Defendant, Secretary of

Health and Human Services, the Defendant shall file a release and satisfaction of this judgment.

S/ JAMES O. ELLISON

JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

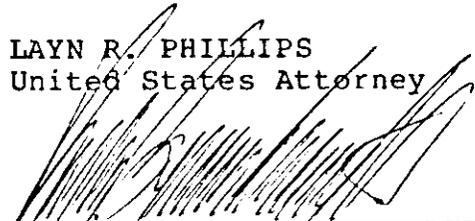


SHIRLEY A. GODDARD  
S.S. No. 447-36-0646  
5510 East Marshall Court  
Tulsa, Oklahoma 74115  
Plaintiff



KAINOR CARSON  
239 West 16th Place  
Tulsa, Oklahoma 74119  
(918) 583-0135  
Attorney for Plaintiff

LAYN R. PHILLIPS  
United States Attorney



PETER BERNHARDT  
Assistant United States Attorney  
Attorney for Otis R. Bowen, M.D.,  
Secretary of Health and  
Human Services





UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PAUL D. ANDERSON, PEGGY A. )  
 ANDERSON, COUNTY TREASURER, )  
 Tulsa County, Oklahoma, )  
 BOARD OF COUNTY COMMISSIONERS, )  
 Tulsa County, Oklahoma, )  
 )  
 Defendants. )

CIVIL ACTION NO. 85-C-1051-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 21<sup>st</sup> 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, County Treasurer, Tulsa County, Oklahoma, and  
Board of County Commissioners, Tulsa County, Oklahoma, appear by  
Susan Morgan, Assistant District Attorney, Tulsa County,  
Oklahoma; and the Defendants, Paul D. Anderson and Peggy A.  
Anderson, appear not, but make default.

The Court being fully advised and having examined the  
file herein finds that the Defendants, Paul D. Anderson and  
Peggy A. Anderson, were served with Summons and Complaint on  
May 19, 1986; that Defendant, County Treasurer, Tulsa County,  
Oklahoma, acknowledged receipt of Summons and Complaint on  
November 26, 1985; and that Defendant, Board of County  
Commissioners, Tulsa County, Oklahoma, acknowledged receipt of  
Summons and Complaint on December 2, 1985.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on December 13, 1985; and that the Defendants, Paul D. Anderson and Peggy A. Anderson, have failed to answer and their default has therefore been entered by the Clerk of this Court on July 7, 1986.

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

The South 225.62 feet of the East 386.12 feet of the North Half of the Northeast Quarter of the Southeast Quarter (N/2 NE/4 SE/4) less the North 60 feet thereof, Section Thirty-two (32), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

The Court further finds that on February 28, 1985, Paul D. Anderson and Peggy A. Anderson executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, their mortgage note in the amount of \$99,400.00, payable in monthly installments, with interest thereon at the rate of twelve and one-half percent (12-1/2%) per annum.

The Court further finds that as security for the payment of the above-described note, Paul D. Anderson and Peggy A. Anderson executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, a

mortgage dated February 28, 1985, covering the above-described property. Said mortgage was recorded on March 1, 1985, in Book 4847, Page 1166, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Paul D. Anderson and Peggy A. Anderson, 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, Paul D. Anderson and Peggy A. Anderson, are indebted to the Plaintiff in the principal sum of \$99,400.00 plus interest at the rate of twelve and one-half percent (12-1/2%) per annum from April 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 Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$980.00, plus penalties and interest, for the year of 1985. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, needs to retain the right-of-way on the East side of subject property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Paul D. Anderson and Peggy A. Anderson, in the principal sum of \$99,400.00 plus interest at the rate of twelve and one-half

percent (12-1/2%) per annum, until judgment, plus interest thereafter at the current legal rate of 6.25 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$980.00, plus penalties and interest, for ad valorem taxes for the year of 1985, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, have the right to retain the right-of-way on the East side of subject property.

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

First:

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

Second:

In payment of the Defendant, County Treasurer, Tulsa County, Oklahoma, in the

amount of \$980.00, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

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

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, except for the right-of-way on the East side of the subject property shall be retained by the Defendant, Board of County Commissioners.

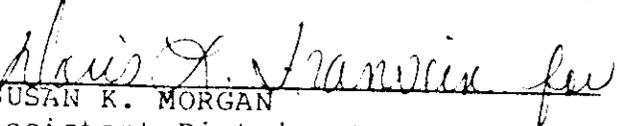
OF MASS O. EUSTON

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

*Entered*

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

FILED

JUL 21 1983 *ef*

DAVID C. SILVER, CLERK  
DISTRICT COURT

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

No. 81-C-767-B ✓  
No. 82-C-525-B

STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, Plaintiffs Tulsa Trailer & Body, Inc. and Robert King and Defendants Trailmobile Inc., The M.W. Kellogg Co., Trailmobile Finance Co. and Wheelabrator-Frye Inc. hereby stipulate that all of the claims asserted in this action by any of the parties shall be and hereby are dismissed with prejudice, with each party bearing his or its own costs.

TULSA TRAILER & BODY, INC.  
ROBERT E. KING

By: Sandra Gale Behrle

Sandra Gale Behrle  
Austrian, Lance & Stewart  
30 Rockefeller Plaza  
New York, New York 10112  
(212) 489-9500

and

James C. Lang  
Sneed, Lang, Adams,  
Hamilton, Downie & Barnett  
Sixth Floor  
114 East Eighth Street  
Tulsa, Oklahoma 74119  
(918) 583-3145

Attorneys for Plaintiffs  
Tulsa Trailer & Body, Inc.  
and Robert E. King

TRAILMOBILE INC.  
THE M.W. KELLOGG CO.  
TRAILMOBILE FINANCE CO.  
WHEELABRATOR-FRYE INC.

By: Mark McLaughlin

Mark McLaughlin  
Paula J. Morency  
Mayer, Brown & Platt  
231 South LaSalle Street  
Chicago, Illinois 60604  
(312) 782-0600

and

James L. Kincaid  
Katie J. Colopy  
Conner & Winters  
2400 First National Tower  
Tulsa, Oklahoma 74103  
(918) 586-8955

Attorneys for Defendants  
Trailmobile Inc.,  
The M.W. Kellogg Co.,  
Trailmobile Finance Co.  
and Wheelabrator-Frye  
Inc.

*Entered*

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

FILED *f*

JUL 21 1986

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

TULSA TRAILER & BODY, INC. )  
and ROBERT KING, )

Plaintiffs, )

v. )

TRAILMOBILE INC., TRAILMOBILE )  
FINANCE CO., WHEELABRATOR-FRYE, )  
INC., and THE M.W. KELLOGG CO., )

Defendants. )

No. 81-C-767-B

No. 82-C-525-B ✓

STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, Plaintiffs Tulsa Trailer & Body, Inc. and Robert King and Defendants Trailmobile Inc., The M.W. Kellogg Co., Trailmobile Finance Co. and Wheelabrator-Frye Inc. hereby stipulate that all of the claims asserted in this action by any of the parties shall be and hereby are dismissed with prejudice, with each party bearing his or its own costs.

*198*  
*198*  
*24*

TULSA TRAILER & BODY, INC.  
ROBERT E. KING

By: *Sandra Gale Behrle*

Sandra Gale Behrle  
Austrian, Lance & Stewart  
30 Rockefeller Plaza  
New York, New York 10112  
(212) 489-9500

and

James C. Lang  
Sneed, Lang, Adams,  
Hamilton, Downie & Barnett  
Sixth Floor  
114 East Eighth Street  
Tulsa, Oklahoma 74119  
(918) 583-3145

Attorneys for Plaintiffs  
Tulsa Trailer & Body, Inc.  
and Robert E. King

TRAILMOBILE INC.  
THE M.W. KELLOGG CO.  
TRAILMOBILE FINANCE CO.  
WHEELABRATOR-FRYE INC.

By: *Mark McLaughlin*

Mark McLaughlin  
Paula J. Morency  
Mayer, Brown & Platt  
231 South LaSalle Street  
Chicago, Illinois 60604  
(312) 782-0600

and

James L. Kincaid  
Katie J. Colopy  
Conner & Winters  
2400 First National Tower  
Tulsa, Oklahoma 74103  
(918) 586-8955

Attorneys for Defendants  
Trailmobile Inc.,  
The M.W. Kellogg Co.,  
Trailmobile Finance Co.  
and Wheelabrator-Frye  
Inc.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 21 1986

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ELMER G. MORAN, )  
 )  
 Defendant. )

CIVIL ACTION NO. 86-C-72-C

DEFAULT JUDGMENT

This matter comes on for consideration this <sup>21<sup>st</sup></sup> ~~17<sup>th</sup>~~ day of July, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendant, Elmer G. Moran, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Elmer G. Moran, acknowledged receipt of Summons and Complaint on February 13, 1986. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

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

Elmer G. Moran, for the principal sum of \$1,034.45, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from June 15, 1984 (less the amount of \$902.00 which has been paid), until judgment, plus interest thereafter at the current legal rate of 16.35 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

---

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 HAROLD M. MEEK; PAULA F. MEEK; )  
 FIRST NATIONAL BANK AND TRUST )  
 COMPANY OF VINITA, Vinita, )  
 Oklahoma; COUNTY TREASURER, )  
 Craig County, Oklahoma; )  
 BOARD OF COUNTY COMMISSIONERS, )  
 Craig County, Oklahoma, and )  
 LONNIE D. ECK, Trustee, )  
 )  
 Defendants. ) CIVIL ACTION NO. 86-C-544-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 18  
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 Defendant, First National Bank and Trust Company of  
Vinita appears by H. Dee Robison, Vice President; the Defendants,  
Board of County Commissioners, Craig County, Oklahoma, and County  
Treasurer, Craig County, Oklahoma, appear by David R. Poplin,  
Assistant District Attorney, Craig County, Oklahoma; the  
Defendant, Lonnie D. Eck, Trustee, appears pro se; and the  
Defendants Harold M. Meek and Paula F. Meek, appear not, but make  
default.

The Court being fully advised and having examined the  
file herein finds that Defendants, Harold M. Meek and Paula F.  
Meek acknowledged receipt of Summons and Complaint on June 13,

1986; that Defendant, First National Bank and Trust Company of Vinita acknowledged receipt of Summons and Complaint on June 6, 1986; that Defendant, Board of County Commissioners, Craig County, Oklahoma acknowledged receipt of Summons and Complaint on June 9, 1986; that Defendant, County Treasurer, Craig County, Oklahoma acknowledged receipt of Summons and Complaint on June 13, 1986; and that the Defendant, Lonnie D. Eck, Trustee, acknowledged receipt of Summons and Amended Complaint on June 19, 1986.

It appears that the Defendant, First National Bank and Trust Company of Vinita filed its Disclaimer of Interest herein on June 30, 1986; that Defendant, Board of County Commissioners, Craig County, Oklahoma, and County Treasurer, Craig County, Oklahoma, filed their Answer herein on June 19, 1986; that Defendant, Lonnie D. Eck, Trustee, filed his Disclaimer herein on June 27, 1986; and that the Defendants, Harold M. Meek and Paula F. Meek 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 Craig County, Oklahoma, within the northern judicial district of Oklahoma:

Lot 14, in Block 44, in the City of Vinita, Oklahoma.

THAT on July 8, 1977, Harold M. Meek and Paula F. Meek executed and delivered to the United States of America, acting through the

Farmers Home Administration, their promissory note in the amount of \$20,810.00, payable in monthly installments, with interest thereon at the rate of 8 percent per annum.

That a security for the payment of the above-described note, Harold M. Meek and Paula F. Meek executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated July 8, 1977, covering the above-described property. Said mortgage was recorded in Book 298, Page 270, in the records of Craig County, Oklahoma.

The Court further finds that the above-described note is subject to a Reamortization and/or Deferral Agreement executed and delivered by Harold M. Meek and Paula F. Meek to the United States of America, acting through the Farmers Home Administration. Under this agreement, the total principal and interest due on the date of the agreement in the amount of \$21,841.54 was made principal.

The Court further finds that Defendants, Harold M. Meek and Paula F. Meek, 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, Harold M. Meek and Paula F. Meek, are indebted to the Plaintiff in the principal sum of \$21,214.40, plus \$2,068.65 interest accrued through August 28, 1985, plus interest thereafter accruing at the rate of \$4.6497 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendant, County Treasurer, Craig 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 \$141.49, plus applicable penalties and interest, for the year of 1985. Said lien is superior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against Defendants, Harold M. Meek and Paula F. Meek in the principal sum of \$21,214.40, plus \$2,068.65 interest accrued through August 28, 1985, plus interest thereafter accruing at the rate of \$4.6497 per day 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 Defendant, County Treasurer, Craig County, Oklahoma, have and recover judgment in the amount of \$141.49, plus applicable penalties and interest, for ad valorem taxes for the year of 1985, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Harold M. Meek and Paula F. Meek 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 Defendant, County Treasurer, Craig County, Oklahoma, in the amount of \$141.49, 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.

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 entered to the subject real property or any part thereof.

S/ THOMAS R. BRETT

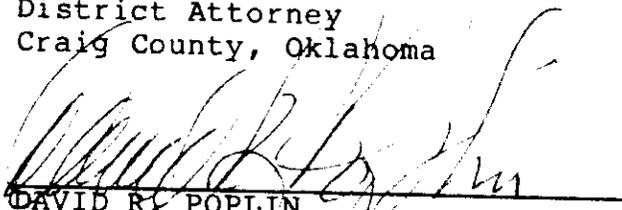
*for* \_\_\_\_\_  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

LAYN R. PHILLIPS  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

T. JACK GRAVES  
District Attorney  
Craig County, Oklahoma

  
DAVID R. POPLIN  
Assistant District Attorney

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

LAMAUR INC., )  
 )  
 Plaintiff, )  
 )  
 vs. ) Case No. 86-500-E  
 )  
 ABS BEAUTY PRODUCTS, INC. dba Admiral )  
 Beauty Supply; TABCO, INC. dba Admiral )  
 Beauty Supply; and, JOHN DOE, )  
 )  
 Defendants. )

FINDINGS OF FACTS,  
CONCLUSIONS OF LAW, AND  
ORDER FOR JUDGMENT

Based upon the Settlement Agreement between Plaintiff and the known Defendants, ABS Beauty Products, Inc. d/b/a Admiral Beauty Supply and TABCO, Inc. d/b/a Admiral Beauty Supply ("Admiral"), and upon all the facts, records and proceedings herein, the Court makes the following Findings Of Fact, Conclusions Of Law and Order For Judgment:

FINDINGS OF FACT

1. Lamaur Inc. ("Lamaur") is a corporation existing and operating under the laws of the State of Minnesota, having its principal place of business in Minneapolis, Minnesota.
2. Lamaur is and has been engaged in the development, manufacturing and marketing of professional hair care and beauty

products under the "LAMAUR" and "NUCLEIC A" trade names ("Lamaur Salon Products").

3. Defendants Admiral are corporations organized and operating under the laws of the State of Oklahoma.

4. Defendants Admiral engage in the business of purchasing professional hair care products, professional beauty products and salon supplies produced by various manufacturers and reselling those products in Oklahoma.

5. Lamaur divides its Salon Products into two categories: Restricted Use Products and General Use Products. Restricted Use Products are those which Lamaur has determined might be injurious to an individual's health or ineffective except when applied by licensed professional hair stylists. These products include Lamaur hair coloring products, bleaches, hair relaxers, and permanent wave products, all of which contain strong chemicals or dyes. The remainder of Lamaur's products e.g., shampoos and conditioners, etc., are General Use Products. These General Use Products are designed and intended both for use by licensed professionals and for sale by those licensed professionals to their patrons.

6. Defendants Admiral have purchased both Lamaur Restricted Use Products and General Use Products and have marketed these products to, among others, the general public, including persons who are not licensed professional hair stylists.

7. Lamaur alleges defendants Admiral's marketing of Restricted Use Products to the general public, including persons

who are not licensed professional beauticians, endangers Lamaur's goodwill, trademark and trade name, and that such conduct constitutes trademark infringement, unfair competition and deceptive trade practices. Lamaur further alleges defendants Admiral's purchase and marketing of Lamaur's products constitutes intentional, malicious and tortious interference with contract and breach of contract.

8. Lamaur and defendants Admiral have entered into a Settlement Agreement, a copy of which is attached hereto as Exhibit A.

#### CONCLUSIONS OF LAW

1. This Court has personal and subject matter jurisdiction over the above-captioned matter.

2. The parties have agreed to settle this matter and under all circumstances the Court concludes it is proper to enter an order for injunctive relief pursuant to the settlement agreement of both parties.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. As used in this Order, "Defendants" shall include ABS Beauty Products, Inc. d/b/a Admiral Beauty Supply and TABCO, Inc. d/b/a Admiral Beauty Supply, their officers, directors, agents, affiliates, employees, successors and assigns.

2. Defendants should be and hereby are enjoined and ordered henceforth to refrain from any and all purchase and all manner of marketing of Lamaur products bearing the "LAMAUR" and/or "NUCLEIC A" trade name or trademarks.

3. Defendants and plaintiff should be and hereby are ordered to comply with the terms of the Settlement Agreement attached as Exhibit A.

4. Each party shall bear its own costs.

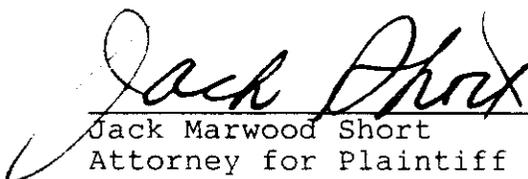
BY THE COURT:

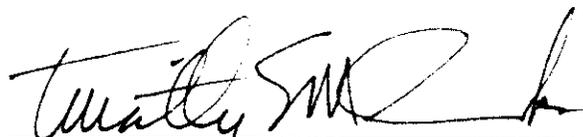
S/ THOMAS R. BRETT

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

*JOB* JAMES O. ELLISON

Approved:

  
\_\_\_\_\_  
Jack Marwood Short  
Attorney for Plaintiff

  
\_\_\_\_\_  
Timothy E. McCormick  
Attorney for Defendants



1. Upon entry of an Order approving this Settlement Agreement and entering Judgment in this case, defendants Admiral shall, thereafter, refrain from any and all purchase of, and any and all manner of marketing of any products marketed by Lamaur under the "LAMAUR" and "NUCLEIC A" trade name and trademarks. Provided, however, that within forty-five (45) days following the entry of the Order approving this Settlement Agreement and entering Judgment in this case, defendants Admiral shall sell to Lamaur at the purchase price paid by Admiral those Lamaur Salon Products bearing the "LAMAUR" and/or "NUCLEIC A" trade names or trademarks which defendants Admiral previously purchased and now have in inventory.

2. Lamaur, for itself, its officers, directors, agents, employees, successors, and assigns, does hereby and forever release and discharge ABS Beauty Products, Inc. d/b/a Admiral Beauty Supply and TABCO, Inc. d/b/a Admiral Beauty Supply and their officers, directors, agents, employees, successors, and assigns, from any and all claims, for damages arising out of the aforesaid cause of action, of any nature whatsoever at any time up to and including the date of this Settlement Agreement whether liquidated or unliquidated, based on or growing out of, or connected with or by reason of a statute, common law, rule of law, of the United States or of any state of the United States or subdivision thereof, and whether now or heretofore or

hereafter known, or unknown, suspected, claimed, or in controversy, which Lamaur ever had, now has, or its officers, directors, agents, employees, successors, and assigns shall or may have or allege against ABS Beauty Products, Inc. d/b/a Admiral Beauty Supply and TABCO, Inc. d/b/a Admiral Beauty Supply and their officers, directors, agents, employees, successors, and assigns. Provided, however, that this release shall not discharge the obligations of defendants Admiral pursuant to paragraph 1 above.

3. Defendants Admiral understand and agree that should either defendant be in violation of paragraph 1 of this Agreement, Lamaur shall be entitled to retain counsel of its choosing in order to properly enforce the terms of this Agreement. Lamaur shall be entitled to recover its reasonable costs of enforcement, including reasonable attorneys' fees incurred in any enforcement action.

4. Lamaur and defendants Admiral in their own right or by counsel, have reviewed this Settlement Agreement and the attached proposed Findings of Fact, Conclusions of Law and Order for Judgment which shall be submitted to the Federal District Court Judge of the United States District Court for the Northern District of Oklahoma, and the parties hereby stipulate that said proposed Findings of Fact, Conclusions of Law, and Order for Judgment in the form attached hereto may be adopted by the Court upon the ex parte application of Lamaur. Defendants Admiral will

accept service of the Findings of Fact, Conclusions of Law and Order for Judgment by certified mail delivered to the office of its undersigned attorney.

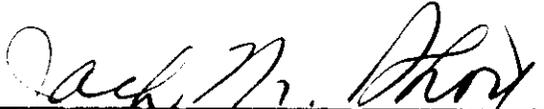
LEONARD, STREET AND DEINARD

Dated: July 16, 1986.

By   
Robert L. DeMay  
Nancy A. Welsh

Suite 1500  
100 South Fifth Street  
Minneapolis, MN 55402  
Telephone: (612) 337-1500

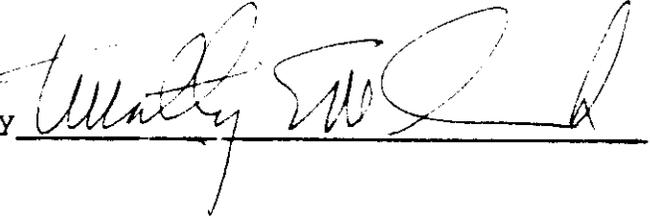
Dated: July 17, 1986.

  
Jack M. Short

1325 South Main Street  
Tulsa, OK 74119  
Telephone: (918) 585-1771

ATTORNEYS FOR LAMAUR INC.

Dated: July 18, 1986.

By 

ATTORNEY FOR DEFENDANTS ABS BEAUTY PRODUCTS, INC. d/b/a ADMIRAL BEAUTY SUPPLY and TABCO, INC. d/b/a ADMIRAL BEAUTY SUPPLY

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOSEPH T. GALLAGHER, )  
 )  
 Defendant. ) CIVIL ACTION NO. 86-C-459-E

DEFAULT JUDGMENT

This matter comes on for consideration this 17~~th~~ day of July, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendant, Joseph T. Gallagher, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Joseph T. Gallagher, acknowledged receipt of Summons and Complaint on May 29, 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, Joseph T. Gallagher, for the principal sum of \$366.40, plus

interest at the rate of 12.25 percent per annum and  
administrative costs of \$.68 per month from March 8, 1984 until  
judgment, plus interest thereafter at the current legal rate of  
6.35 percent per annum until paid, plus costs of this action.

BY THOMAS R. BRETT

---

UNITED STATES DISTRICT JUDGE

*for* JAMES C. EUSON



THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED  
JUL 21 1986  
JACK C. SILVER, CLERK  
U.S. DISTRICT COURT

CURTIS WEBSTER,

Plaintiff,

-vs-

FRANK THURMAN, Sheriff in and for  
the County of Tulsa, State of  
Oklahoma, Individually and in his  
Official capacity as County Sheriff,

Defendant.

No. 85-C-499

SETTLEMENT AGREEMENT

It is the purpose of this agreement to allow the Plaintiff, Curtis Webster, to dismiss this cause of action as against the Defendant, Frank Thurman, Sheriff of Tulsa County and be secure in the knowledge that, by virtue of bringing this action, he can expect no retaliation by the Defendant against him with regard to his duties and assignments.

Curtis Webster, on the other hand, fully and completely recognizes the rights, powers, privileges and immunities of the Sheriff of Tulsa County with regard to job assignments, duties and shift changes and also recognizes that the Sheriff has the complete authority to utilize manpower in a manner that is consistent with the best interests of the Tulsa County Sheriff's Department.

It is further recognized by both parties that personnel changes of varying degrees can usually be supported by a rational business necessity and if those personnel changes are not able

to be so supported, then those changes could be construed as being retaliatory in nature toward Webster. Specifically (but not all inclusive) these personnel changes are as follows:

(1) Failure to allow Curtis Webster admission into the ranks of those individuals considered for promotion;

(2) Indiscriminate reassignments of duties and shifts;

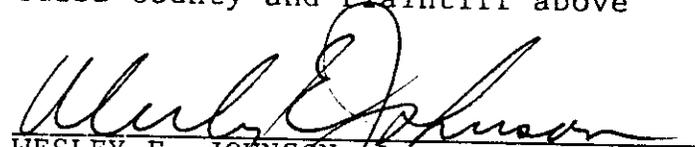
(3) Targeting Curtis Webster for a level of supervision not consistent with policy and not consistent with a pattern and practice of supervision throughout the Sheriff's Department with regard to Mr. Webster.

The above list, of course, is not complete but it is the express purpose of this Settlement Agreement to allow both parties to recognize that Curtis Webster will have no actions taken against him that could be construed in the minds of a reasonable and prudent manager to be retaliatory in nature because Mr. Webster filed this lawsuit against the Defendant, Frank Thurman, Sheriff of Tulsa County.

In exchange for the normal consideration given Curtis Webster as an employee of the Tulsa County Sheriff's Department Curtis Webster agrees to and has in fact dismissed this lawsuit and the Defendant herein, Frank Thurman, Sheriff of Tulsa County agrees to the tenor and itemization of this Settlement Agreement to-wit: He will take no action against Curtis Webster that is in any way retaliatory in nature for the fact that Curtis Webster initiated this litigation against Frank Thurman, Sheriff of Tulsa County.

  
FRANK THURMAN, Sheriff of Tulsa  
County and Defendant above

  
CURTIS WEBSTER, Deputy Sheriff  
Tulsa County and Plaintiff above

  
WESLEY E. JOHNSON, Lawyer and  
Counsel for Plaintiff, Curtis  
Webster

  
DICK A. BLAKELEY, Assistant District  
Attorney, Tulsa County for the  
Defendant, Frank Thurman

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
JOHNNIE L. SATTERFIELD, )  
et al., )  
 )  
Defendants. )

JUL 21 1986

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

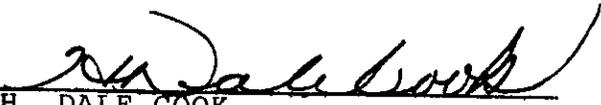
CIVIL ACTION NO. 85-C-527-C

O R D E R

This case comes on before the Court on this 21 day of July, 1986, upon the motion of the Plaintiff, United States of America, by Layn Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, for a judgment on the pleadings in favor of the United States of America and against the Defendant, Johnnie L. Satterfield.

Upon examination of the pleadings contained in the file, the motion and brief submitted by the United States of America, and being fully advised in the premises, the Court finds that the Defendant, Johnnie L. Satterfield, filed her Answer to the Complaint on October 30, 1985, wherein she admitted that the mortgage sued upon is in default and is past due. The United States of America is therefore entitled to a judgment on the pleadings against the Defendant, Johnnie L. Satterfield, for the amounts alleged in the Complaint, less any sums which have been paid by the Defendant, Johnnie L. Satterfield, and for foreclosure of its real estate mortgage.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, United states of America, shall have judgment on the pleadings in its favor and against the Defendant, Johnny L. Satterfield, for the amounts alleged in the Complaint, less any sums paid by the Defendant, Johnnie L. Satterfield, and for foreclosure of its real estate mortgage.

  
H. DALE COOK  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 21 1986

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 RANDALL W. FENNELL, )  
 )  
 Defendant. )

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

CIVIL ACTION NO. 86-C-159-C

ORDER OF DISMISSAL

Now on this 21<sup>st</sup> 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 Randall W. Fennell have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Randall W. Fennell, be and is dismissed without prejudice.

(Signed) H. Dale Cook  
UNITED STATES DISTRICT JUDGE

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

FILED

JUL 21 1986

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

RACK 'N STACK, INC.,  
an Oklahoma corporation,

Plaintiff,

vs.

CALVIN L. KLAASSEN,

Defendant.

No. 86-C-218-C

JUDGMENT

This matter comes before the Court pursuant to the Joint Stipulation for Judgment presented by the Plaintiff, Rack 'N Stack, Inc. ("Rack 'N Stack"), and Defendant Calvin Klaassen ("Klaassen"). Upon consideration of the Joint Stipulation, and for good cause shown, it is CONSIDERED, ORDERED, ADJUDGED AND DECREED:

1. That this Court has jurisdiction over the parties and the subject matter of this action and venue is proper in this Court.

2. That the Joint Stipulation for Judgment is approved in all respects.

3. That the service mark "Rack-N-Stack", as registered in the United States Patent and Trademark Office on the Principal Register on March 13, 1984, as No. 1270369, is a valid and subsisting mark, and that the exclusive right to use said registered mark in commerce lies with the Plaintiff.

4. That Plaintiff and Defendant entered into a franchise agreement on or about May 30, 1985, pertaining to the operation by Defendant of Rack 'N Stack franchise establishments in Wichita, Kansas and environs.

5. That Defendant breached the terms and conditions of such franchise agreement and same was validly terminated by Plaintiff on or about January 26, 1986, at which time all of Defendant's rights and privileges thereunder were extinguished.

6. Plaintiff is granted a permanent injunction against the Defendant, his agents, servants and employees, prohibiting them from using, directly or indirectly, Plaintiff's service mark "Rack 'N Stack" or any name which is similar to said mark which is likely to cause confusion or mistake or to deceive consumers.

7. Defendant is enjoined from using and disclosing trade secrets, manuals, operating procedures and business practices, or other proprietary information to any third parties, and Defendant is ordered to immediately return to Plaintiff all manuals, labels or other materials which contain, are imprinted with and/or bear Plaintiff's mark;

8. Plaintiff is awarded a monetary judgment against Defendant for actual damages in the amount of \$250,000.00.

10. Plaintiff is awarded the reasonable costs and expenses of litigation, including reasonable attorneys' fee, in the amount of \$8,200.00.

11. Defendant's counterclaims against Plaintiff and Defendant's third party complaint against Ted C. McMorrough, Jr., are without merit and dismissed with prejudice.

IT IS SO ORDERED.

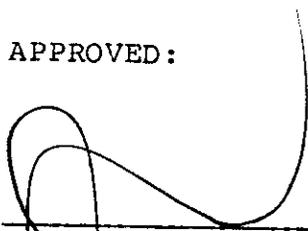
DATED this 31 day of July, 1986.

(Signed) H. Dale Cook

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H. DALE COOK, CHIEF JUDGE  
UNITED STATES DISTRICT COURT

APPROVED:



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

Attorneys for Plaintiff,  
Rack 'N Stack, Inc.



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John Terry Moore, Esq.  
MOORE & RAPP  
Columbian Title Building  
313 S. Market  
Wichita, KS 67202-3805

Attorneys for Defendant,  
Calvin Klaassen

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 21 1986

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 FRANKLIN C. GIBBS, )  
 )  
 Defendant. )

CIVIL ACTION NO. 86-C-454-C

DEFAULT JUDGMENT

This matter comes on for consideration this <sup>21<sup>st</sup></sup> ~~17<sup>th</sup>~~ day of 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, Franklin C. Gibbs, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Franklin C. Gibbs, was served with Summons and Complaint on June 11, 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,

Franklin C. Gibbs, for the principal sum of \$627.00, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from September 19, 1983, and \$.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 6.35 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

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UNITED STATES DISTRICT JUDGE