IN THE UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF OKLAHOMA

OVID L. PATTERSON and NORMA J. PATTERSON, Plaintiffs,	)	
vs.	)	Case No. 85-C-909-B
FIBREBOARD CORPORATION, et al Defendants.	)	

ORDER OF DISMISSAL

Upon joint application of the parties and for good cause shown, this case is dismissed as to Garlock, Inc. with prejudice on this 30 day of April, 1987.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

DALE CATRON, et al.,	)	
Plaintiffs,	)	
-vs-	)	
MURPHY MOORE, et al.,	)	
Defendants.	)	CASE No. 87-C-47-E

ORDER GRANTING DISMISSAL WITHOUT PREJUDICE

NOW on this 30th day of April, 1987 the motion of Plaintiffs Dale Catron, et al. comes on for hearing before me, the undersigned authority, Plaintiffs appearing through Counsel, Monte W. Strout. Pursuant to the evidence presented, the Court makes the following findings of fact:

1. Plaintiffs bring one or more Cause of Action against the defendants wherein the relief requested relates to the assessment, levy or collection of a tax under Oklahoma State law.

2. Relief is appropriate in Oklahoma State Court, and not in this Court, by reason of the Doctrine of Abstention, codified at 28 U.S.C. section 1341.

3. Plaintiffs have a plain, speedy and efficient remedy in State Court, wherein all claims may be joined in a single request for relief as against these Defendants, or so many of them as to which jurisdiction is appropriate.

4. The number of parties joined in this proceeding make Dismissal by Stipulation a difficult and lengthy undertaking, whereas Dismissal by Order is appropriate.

IT IS THEREFORE ORDERED:

1. That this cause be and hereby is dismissed without prejudice by Plaintiffs as against the Defendants hereinbefore named, pursuant to the provisions of Fed. R. Civ. Proc. Rule 41(b).

IT IS SO ORDERED THIS 30th DAY OF April, 1987.

James O. Ellison

JUDGE OF THE UNITED STATES DISTRICT COURT
For The NORTHERN DISTRICT OF OKLAHOMA

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

EARL M. ARMSTRONG,	)	
Plaintiff,	)	
vs.	)	No. 87-C-4-E
McDONNELL DOUGLAS CORPORATION, et al.,	)	
Defendants.	)	

O R D E R

The Court has before it for its consideration the Plaintiff's objection to the petition for removal filed by the Defendant, and the motion of Defendant McDonnell Douglas Corporation to dismiss for failure to state a claim upon which relief can be granted.

This action is an action brought by the Plaintiff complaining that the Defendant, McDonnell Douglas Corporation ("McDonnell Douglas") unjustifiably withheld sums of money from compensation due him for services rendered. In response, McDonnell Douglas urges the Court to dismiss Plaintiff's complaint on the basis that Plaintiff is a tax protestor and the obligation of McDonnell Douglas to withhold federal income taxes Plaintiff's compensation is well established. Bright v. Bechtel Petroleum, Inc., 780 F.2d 766 (9th Cir. 1986) cited by Defendant in support of its claims is directly on point.

In Bright, the plaintiff brought an action against his employer in a California state court alleging that his employer had breached his employment contract by paying him less than the

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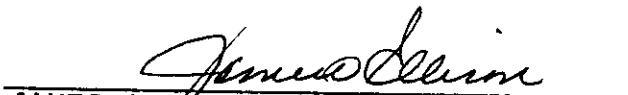
contract required. The employer removed the case to federal court. The district court denied plaintiff's motion to remand, dismissed the action and awarded attorney's fees to the employer. The district court was affirmed on appeal to the Ninth Circuit Court of Appeals, which held that an action may arise under a law of the United States if the plaintiff's right to relief necessarily turns on construction of federal law. Because the Plaintiff was ultimately raising an issue which required the application of federal tax law, the Ninth Circuit held that his complaint stated a federal question. The Ninth Circuit also held that because the employer has a mandatory duty to withhold federal income tax from an employee's wages under 26 U.S.C. §3402, an employer is not liable to an employee for complying with its legal duty to withhold tax. The Court also found that plaintiff had failed to state a claim for state tax withholding.

In Bright the district court awarded attorney's fees against the plaintiff on the basis that the action was plainly frivolous, brought in bad faith, and for purposes of harassment because the district court had information indicating that the complaint before it was related to an organized campaign of tax protest lawsuits aimed at thwarting federal tax regulations by inundating employers with frivolous suits.

Based on Bright v. Bechtel Petroleum, Inc., and the reasons set forth therein, this Court finds that Plaintiff's objection to removal should be denied and that Defendant's motion to dismiss should be granted.

DATED this 30th day of April, 1987.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ALLIANZ VERSCHERUNGS-AG,	*	
Plaintiff,	*	
vs.	*	
TULOMA STEVEDORING, INC., and SUNBELT FREIGHT COMPANY, in personam, M/V GAROUFALIA, her engines, apparel, etc., and Barge VL-31274, its tackle, apparel, etc., in rem and COMPANIA DE NAVIGATION MYSTRAS S.A., LEMOS & PATERAS LTD., EUROPE-OVERSEAS STEAMSHIP LINES N.V., COOPER/T. SMITH STEVEDORING, INC., THE VALLEY LINE COMPANY, CRO-MARINE TRANSPORT,	*	
Defendants.	*	No. 86-C-998 E

NOTICE OF DISMISSAL

Plaintiff, Allianz Verscherungs-AG, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, hereby dismisses without prejudice its Complaint against the Defendants, and each of them.

Respectfully submitted,

HALL, ESTILL, HARDWICK, GABLE, GOLDEN & NELSON

By _____
William D. Nay
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74172
(918) 588-2700

and

Machale A. Miller
J. Murray Pinkston, III
O'Neil, Eichin & Miller
2600 One Poydras Plaza
New Orleans, Louisiana 70113
(504) 525-3200

ATTORNEYS FOR PLAINTIFF,
ALLIANZ VERSCHERUNGS-AG

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, Plaintiff, vs. CLARENCE EDWARD JOHNSON; LINDA K. JOHNSON; FORD CONSUMER CREDIT COMPANY; COUNTY TREASURER, Creek County, Oklahoma; and BOARD OF COUNTY COMMISSIONERS, Creek County, Oklahoma, Defendants.	)	CIVIL ACTION NO. 86-C-927-E

FILED
APR 30 1987
U.S. DISTRICT COURT

O R D E R

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

Dated this 30th day of ~~March~~ April, 1987.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

LAYN R. PHILLIPS
United States Attorney

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

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

FILED

APR 30 1987

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

WILSON TRANSMISSION, INC. Plaintiff(s), vs. J.L. NATURAL GAS UNLIMITED, ET. AL. Defendant(s).	)	No. 87-C-200-C

ADMINISTRATIVE CLOSING ORDER

The Defendant having filed its petition in bankruptcy and these proceedings being stayed thereby, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

IF, within 30 days of a final adjudication of the bankruptcy proceedings, the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 29 day of april, 1987.

UNITED STATES DISTRICT JUDGE

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

The Estate of RUDOLPH LORENZO DEDMON, by and through its Administratrix, DOROTHY ANN DEDMON; DOROTHY ANN DEDMON; Individually; KEITH, LISA, and TENITA DEDMON; LINDA JOHNSON; KATHY WALDER; and ALMA and HAMP BUGGS,	)	
Plaintiffs,	)	
vs.	)	No. 86-C-73-C
MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation,	)	
Defendant.	)	

FILED
APR 30 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER DISMISSING CASE WITH PREJUDICE

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

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

DATED this 29 day of April, 1987.

(Signed) H. Dale Cook
United States District Court Judge

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

The Estate of RUDOLPH LORENZO DEDMON, by and through its Administratrix, DOROTHY ANN DEDMON; DOROTHY ANN DEDMON; Individually; KEITH, LISA, and TENITA DEDMON; LINDA JOHNSON; KATHY WALDER; and ALMA and HAMP BUGGS,	)	84-C-803-C
Plaintiffs,	)	
vs.	)	No. ~~86-C-73-C~~
MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation,	)	
Defendant.	)	

FILED

APR 30 1987

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

ORDER DISMISSING CASE WITH PREJUDICE

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

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

DATED this 29 day of April, 1987.

(Signed) H. Dale Cook

United States District Court Judge

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

RUEL E. SCOTT,	)	
Plaintiff,	)	
vs.	)	No. 82-C-893-E
NANCY RODEWALD,	)	
Defendant.	)	

ORDER FOR DISMISSAL WITH PREJUDICE

NOW on this 30th day of April, 1984 this matter comes on for consideration upon the stipulation of counsel for the parties that the controversy between the plaintiff and the defendant has been fully and finally settled and applying for an order for dismissal with prejudice and the Court, having been fully advised in the premises finds that this matter should be and is hereby dismissed with prejudice.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above entitled cause be dismissed with prejudice to the future filing of any action herein.

S/ JAMES O. ELLISON
JUDGE OF THE DISTRICT COURT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
vs.	)	
SIMON D. FLUD,	)	
Defendant.	)	CIVIL ACTION NO. 86-C-615-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 April, 1987.

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 April, 1987, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Simon D. Flud, 103 E. Central, Apartment 501, Miami, Oklahoma 74354.

Phil Pinnell
Assistant United States Attorney

PEP/mp

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

BECHTEL CONSTRUCTION, INC., a Nevada corporation, Plaintiff,	)	
vs.	)	No. 87-C-149-E
INTERNATIONAL FABRICATORS, INC., an Oklahoma corporation, and STUART W. GIBBS d/b/a GIBBS and ASSOCIATES, Defendants.	)	

JOURNAL ENTRY OF JUDGMENT

NOW, on this 29th day of April, 1987, the above matter comes on for hearing. The Plaintiff is represented by its attorney, Mark H. Iola, and the Defendant, International Fabricators, Inc., is represented by its attorney, Jack L. Brown. The Court has been advised by counsel for the parties, that the Defendant, International Fabricators, Inc. has confessed judgment in favor of the Plaintiff, Bechtel Construction, Inc. in the amount of $31,698.78 together with pre-judgment interest from June 30, 1986, at the statutory pre-judgment rate of interest until date of judgment, post-judgment interest from the date of judgment until paid at the statutory post-judgment rate, together with an attorney fee in the amount of $1,500.00, and all the costs of this action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Plaintiff, Bechtel Construction, Inc. have and recover against International Fabricators, Inc., judgment in the sum of $31,698.78 with pre-judgment interest thereon from June 30, 1986, at the statutory pre-judgment rate of interest until date of judgment, post-judgment interest from the date of judgment until paid at

LAW OFFICES
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2727 EAST 21 ST.
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TULSA, OKLAHOMA
74101

the statutory post-judgment rate, together with a reasonable attorney fee in the amount of $1,500.00 to be taxed as cost, and all costs of this action.

For all of which let execution issue.

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

Mark H. Iola, Attorney for Plaintiff,
Bechtel Construction, Inc.

Jack L. Brown, Attorney for Defendant,
International Fabricators, Inc.

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

WANDA GEORGE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 87-C-208 E
	)	
OLIVER HIPDON, d/b/a OLLIE'S RESTAURANT,	)	
	)	
Defendant.	)	

ORDER

NOW ON this 29th day of April, 1987, this matter comes on for hearing regarding Defendant's motion to withdraw its Amended Petition for Removal filed in the above-referenced cause on March 30, 1987. This Court finds, as has been indicated by the parties, that although diversity of citizenship existed between the parties at the time of the filing of the Amended Petition for Removal, on March 30, 1987, such diversity did not exist at the time of the filing of the Petition in the state court on February 23, 1987. The Court further finds that because the jurisdictional requirements for proper removal calls for diversity of citizenship at the time of the original filing of the Petition, as well as at the time of removal, this Court has no jurisdiction to hear this cause.

IT IS, THEREFORE, ORDERED AND ADJUDGED, that the Defendant, Oliver Hipdon, d/b/a Ollie's Restaurant, be allowed to voluntarily withdraw its Amended Petition for Removal in the above-referenced cause, and that this case shall remain in the District Court in and for Tulsa County, State of Oklahoma. The Court further orders that the Bond which was posted pursuant to the Petition for Removal filed by the Defendant, should be returned to the Defendant in proper order.

Judge of the U.S. District Court

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

UNITED STATES FIRE INSURANCE COMPANY	§	
VS.	§	
DOUG HOCKEY, FRANK EKONOMO, AMERICAN AIR ASSOCIATES, INC., SKYLIGHT FLIGHT SCHOOL, INC., THE CESSNA AIRCRAFT COMPANY, AVCO LYCOMING, Williamsport Division of AVCO CORPORATION, MARVEL-SCHEBLER/TILLOTSON Division of BORG-WARNER CORPORATION, FACET AEROSPACE PRODUCTS COMPANY, BORG-WARNER CORPORATION and FACET ENTERPRISES, INC.	§	CIVIL ACTION NO. 85-C-692-B

AGREED ORDER OF DISMISSAL

Upon Motion of Plaintiff, and as a result of settlement, came on to be heard Plaintiff's Motion to Dismiss, and the Court having reviewed same, and being of the opinion that such Motion is well taken and should be granted, it is therefore,

ORDERED, ADJUDGED and DECREED, that all claims, counterclaims and cross-claims on file herein by all parties hereto are hereby dismissed with prejudice insofar as said claims, counterclaims and cross-claims relate to or arise out of an accident which occurred near Okmulgee, Oklahoma, on November 23, 1983, wherein Messrs. Ekonomo, Hockey and Watts were allegedly injured; provided, however, that all claims, counterclaims and cross-claims on file herein by

all parties are hereby dismissed without prejudice insofar as they may relate to or arise out of any other occurrences besides the accident of November 23, 1983, all in accordance with the settlement agreement between said parties, and it is further,

ORDERED, ADJUDGED and DECREED, that all parties herein, with respect to those claims dismissed hereby, shall bear their respective costs incurred to date, and it is further,

ORDERED, ADJUDGED and DECREED, that all relief sought herein which has not been granted is denied.

SIGNED this the 28th day of April, 1986.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM
AND APPROVED FOR ENTRY:

Norman Kinzy
H. NORMAN KINZY
Attorney for United States
Fire Insurance Company

John M. Merritt / by Ken Wing
JOHN M. MERRITT
Attorney for Doug Hockey

Thomas A. Layon / by Kevin Wentz

THOMAS A. LAYON
Attorney for Frank Ekonomo

Gary M. Chubbuck

GARY M. CHUBBUCK
Attorney for Skylight
Flight School, Inc.
(Formerly American Air
Associates, Inc.)

RUSSELL B. HOLLOWAY
Attorney for The Cessna
Aircraft Company

A. T. ELDER, JR.
Attorney for AVCO Lycoming
Williamsport Division of AVCO
Corporation

Bill Wilkinson

BILL V. WILKINSON
Attorney for Marvel-
Schebler/Tillotson Division of
Borg-Warner Corporation,
Borg-Warner Corporation,
Facet Aerospace Products Company
and Facet Enterprises, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, Plaintiff, vs. PAWNEE LIVESTOCK SALES, INC., a corporation, Defendant.	))))))))))	CIVIL ACTION NO. 86-C-1121-C

STIPULATION OF DISMISSAL

Plaintiff, United States of America, on behalf of the Farmers Home Administration, by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Pawnee Livestock Sales, Inc., by its attorney of record, James P. McCann, having fully settled all claims asserted by the Plaintiff in this litigation, hereby stipulate to the dismissal of all such claims with prejudice.

Dated this 29th day of APRIL, 1987.

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

JAMES P. McCANN
1000 Atlas Life Building
Tulsa, Oklahoma 74103
(918) 582-1211
Attorney for Defendant
PAWNEE LIVESTOCK SALES, INC.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

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

entered

FILED

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

CORDELIA TYNER, a/k/a CORDELIA TYNER WASHINGTON, AND THE UNITED KEETOOWAH BAND OF CHEROKEE INDIANS,	)	
Plaintiffs,	)	
vs.	)	No. 87-C-29-E
STATE OF OKLAHOMA, ex rel DAVID MOSS, DISTRICT ATTORNEY, et al.,	)	
Defendants.	)	

ORDER

The Court has for its consideration the Defendants' Motion to Dismiss. The Defendants have asserted that Plaintiffs' action should be dismissed for a variety of reasons, including failure to state a claim, lack of jurisdiction, lack of standing, prosecutorial immunity, sovereign immunity under the Eleventh Amendment, the Tax Injunction Act, and abstension under the Younger v. Harris doctrine. The Plaintiffs oppose dismissal, arguing that the area occupied by the Horseshoe Bend Bingo Hall is Indian Country, and exempt from regulation by the State of Oklahoma.

The issue of whether the land in question is Indian Country requires that the Court consider evidence regarding the history of the land and the Cherokee Nation, including the United Keetoowah Band. Therefore, the Court will not resolve this question at this time based only on the briefs and evidentiary materials submitted thus far.

This Court previously held in its opinion in Indian Country, U.S.A. v. The State of Oklahoma, 85-C-643-E, that the Eleventh Amendment does not bar suit brought by an Indian Tribe, and that the Anti-Injunction Act, 28 U.S.C. §2283, does not bar suit by an Indian Tribe. Furthermore, the principles of comity and federalism established in Huffman v. Pursue, Ltd., 420 U.S. 592, 95 S.Ct. 1200, 43 L.Ed. 482 (1975) and Harris v. Younger, 401 U.S. 37, 91 S.Ct. 746, 27 L.Ed.2d 669 (1971)

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were also rejected by this Court in the Indian Country U.S.A v. State of Oklahoma case as a basis for dismissal, as was the argument that this Court could not address the interplay between the Oklahoma Constitution and the federal laws and Treaties governing Inidan tribes located within the State of Oklahoma. Therefore, the Court denies the Defendants' Motion to Dismiss to the extent that these issues are raised as a basis for dismissal.

With regard to the issues of the Plaintiffs' claim against David Moss and M. Denise Graham individually, these claims are barred by the doctrine of prosecutorial immunity set forth in Imbler v. Pachtman, 424 U.S. 409, 96 S. Ct. 984, 47 L. Ed.2d 128 (1976). Therefore the Motion to Dismiss is granted as to the claims against Mr. Moss and Ms. Graham.

Defendants also contend that the United Keetoowah Tribe lacks standing to bring this action because it has not received approval from the Bureau of Indian Affairs for operation of the bingo enterprise. Without addressing the issue of whether the United Keetoowah Tribe ultimately has standing as an entity apart from the Cherokee Nation, the fact that that the Bureau of Indian Affairs has not yet acted on the application does not deprive the Band of all economic interest in the litigation. In order to have standing, the Band need only have an interest that is or is threatened to be injured by the conduct complained of. Schlesinger v Reservist Committee to Stop the War, 94 S. Ct. 2925 (1974). At this time the Band may still have its application approved at some point in the future. Therefore, the Court declines to dismiss at this time for lack of standing.

It is clear, however, that Plaintiff Cordelia Tyner may not rely on 28 U.S.C. §1362 as a basis for jurisdiction with regard to her claim against the Defendants. Under §1362 only an Indian Tribe is empowered to bring suit, and individual members of the Tribe do not come within its terms. Solomon v. LaRose, 335 F. Supp 715 (D. Neb. 1971). Therefore there must be some other basis for jurisdiction established for any claim asserted by Mrs. Tyner. It is unclear from the Complaint whether Mrs. Tyner relies on 42 U.S.C. 1983 as a basis for her claim against the State of Oklahoma. Certainly no one has addressed the issue of whether the rights involved in this litigation are within those rights protected by 42 U.S.C §1983. Not all rights of Indian Tribes fall within its protection. Quinault Tribe of Indians v. Gallagher, 368 F.2d 648 (9th Cir. 1968). Therefore the Court will grant the Motion to Dismiss as to the claim of Mrs. Tyner, and the parties may discuss her claim and amendment thereof at the Pretrial conference, and by further pleadings addressing

this issue.

In summary, the Motion to Dismiss is granted as to the Plaintiffs' claims against David Moss and M. Denise Graham, individually, and is granted as against all claims of Cordelia Tyner, a/k/a Cordelia Tyner Washington. The Motion is denied as to the remaining contentions advanced by the Defendants.

Date: April 28, 1987

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

FILED

APR 30 1987

Clerk
U.S. DISTRICT COURT

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

BECHTEL CONSTRUCTION, INC., a Nevada corporation, Plaintiff,	)	
vs.	)	No. 87-C-149-E
INTERNATIONAL FABRICATORS, INC., an Oklahoma corporation, and STUART W. GIBBS d/b/a GIBBS and ASSOCIATES, Defendants.	)	

ORDER OF DISMISSAL

NOW, on this 29th day of April, 1987, this Court being advised that a resolution has been reached between the Plaintiff and the named Defendant, Stuart W. Gibbs d/b/a Gibbs and Associates, Inc., and those parties stipulating to a Dismissal without prejudice, the Court orders that the captioned case be dismissed without prejudice as to Stuart W. Gibbs d/b/a Gibbs and Associates, Inc., only.

JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

LAW OFFICES

UNGERMAN, CONNER & LITTLE

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Civ 31
Rev. 12/81

JUDGMENT ON JURY VERDICT

United States District Court FOR THE NORTHERN DISTRICT OF OKLAHOMA

LESLIE BEVENS DAVID

CIVIL ACTION FILE NO. 86-C-694-C

vs.

SIMPLEC MANUFACTURING COMPANY, INC.

This action came on for trial before the Court and a jury, Honorable H. DALE COOK, United States District Judge, presiding.

The issues having been duly tried and the jury having duly rendered its verdict, it is ordered and adjudged that judgment is entered in favor of the defendant and against the plaintiff, and that said plaintiff take nothing.

Dated at Tulsa, Oklahoma, this 28th day of April, 1987.

Clerk of Court

Jack C. Silver

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

ADA LEE RUMINER, Petitioner,	)	
v.	)	No. 87-C-199-B
UNITED STATES OF AMERICA, Respondent.	)	
		Criminal Case #83-CR-115-B
GEORGE JERRY RUMINER, Petitioner,	)	
v.	)	No. 87-C-210-B
UNITED STATES OF AMERICA, Respondent.	)	

O R D E R

These matters come before the Court on the Petitioners' Motion to Modify or Correct an Illegal Sentence pursuant to 28 U.S.C. §2255 and Rule 35 of the Federal Rules of Criminal Procedure. Because these petitions present identical legal issues, the Court has consolidated them for purposes of this order. For the reasons set forth below, the Petitioners' motions are denied.

In a bench trial after jury was waived, Petitioners George and Ada Ruminer were convicted of conspiracy to manufacture amphetamine in violation of 21 U.S.C. §§ 841(a)(1) and 846 (1982), manufacture of amphetamine in violation of 21 U.S.C. §841(a)(1) (1982), and 18 U.S.C. §2 (1982), and possession of amphetamine with intent to distribute in violation of 21 U.S.C.

§841(a)(1) (1982), and 18 U.S.C. §2 (1982). In addition, Petitioner George Ruminer was also convicted on six counts of using a telephone to facilitate the manufacture of amphetamine in violation of 21 U.S.C. §§ 841(a)(1) (1982), and 843(b) (1982). United States of America v. George and Ada Ruminer, No. 83-CR-115-B (N.D.Okl. September 19, 1986). Petitioner Ada Ruminer is presently serving a three-year term of imprisonment to be followed by a special parole term of two years pursuant to the provisions of the Comprehensive Drug Abuse and Control Act of 1970. Petitioner George Ruminer is presently serving an eight-year prison term to be followed by a special parole term of four years pursuant to the same act. Petitioners contend that the special parole terms imposed by the court at sentencing are unconstitutional and therefore should be stricken.

Petitioners contend that the special parole terms are unconstitutional under the due process clause of the Fifth Amendment. 21 U.S.C. §841(b)(1)(D) provides in part:

> "Any sentence imposing a term of imprisonment under this paragraph shall, in the absence of such a prior conviction, impose a special parole term of at least 2 years in addition to such term of imprisonment and shall, if there was such a prior conviction, impose a special parole term of at least 4 years in addition to such term of imprisonment."

Petitioners contend that this provision is unconstitutional on two grounds: First, because it fails to state a fixed period of imprisonment for violation of the special parole. Second, the provision fails to set a statutory maximum penalty to which parolee may be subjected if he disobeys the terms of this special

parole order. Petitioners rely on the case of United States v. Tebha, 578 F.Supp. 1398 (N.D.Cal. 1984), in support of their challenge to the special parole term provision. In Tebha, United States District Judge Charles Wyzanski, Jr., declared the special parole term provision violative of the due process clause of the Fifth Amendment. Petitioners rely on Judge Wyzanski's reasoning in the challenge presented in their petitions herein. The court finds the Petitioners' contentions without merit. Judge Wyzanski's ruling was overturned by the Ninth Circuit Court of Appeals in United States v. Tebha, 770 F.2d 1454 (9th Cir. 1985). In United States v. Arellanes, 767 F.2d 1353 (9th Cir. 1985), the Ninth Circuit Court of Appeals noted that Judge Wyzanski's ruling was an anomaly:

> "All other courts that have addressed the issue, however, have upheld the special parole term provision. These decisions interpret the statute to authorize a special parole term of as long as life. This vast amount of judicial discretion in the imposition of special parole terms has not been found to violate the due process clause. As the Tenth Circuit has convincingly explained: 'Leaving the determination of maximum sentences to the court is not uncommon ... and we are convinced that no unlawful delegation of legislative power is involved. Nor is the statute void for vagueness because of the broad range of the sentencing power.' United States v. Jones, 540 F.2d 465, 468 (10th Cir. 1976), cert. denied, 429 U.S. 1101 (1977)."

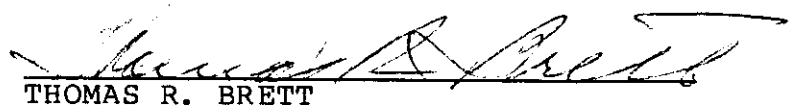
Arellanes at 1359. The court went on to state,

> "We decline to follow Tebha and are persuaded by the great weight of judicial authority that the special parole term provision of 21 U.S.C. §841 offends no constitutional guarantee."

Thus, the district court opinion upon which the Petitioners rely

has been overruled by the Ninth Circuit and rejected by every court which has addressed the issue. Persuaded by the overwhelming weight of judicial authority, this court concludes that the Petitioners' challenge is without merit. Accordingly, the Petitioners' Motion to Modify or Correct an Illegal Sentence is hereby denied.

IT IS SO ORDERED, this 28th day of April, 1987.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

ADA LEE RUMINER, Petitioner,	)	
v.	)	No. 87-C-199-B
UNITED STATES OF AMERICA, Respondent.	)	
		Criminal Case #83-CR-115-B
GEORGE JERRY RUMINER, Petitioner,	)	
v.	)	No. 87-C-210-B
UNITED STATES OF AMERICA, Respondent.	)	

O R D E R

These matters come before the Court on the Petitioners' Motion to Modify or Correct an Illegal Sentence pursuant to 28 U.S.C. §2255 and Rule 35 of the Federal Rules of Criminal Procedure. Because these petitions present identical legal issues, the Court has consolidated them for purposes of this order. For the reasons set forth below, the Petitioners' motions are denied.

In a bench trial after jury was waived, Petitioners George and Ada Ruminer were convicted of conspiracy to manufacture amphetamine in violation of 21 U.S.C. §§ 841(a)(1) and 846 (1982), manufacture of amphetamine in violation of 21 U.S.C. §841(a)(1) (1982), and 18 U.S.C. §2 (1982), and possession of amphetamine with intent to distribute in violation of 21 U.S.C.

§841(a)(1) (1982), and 18 U.S.C. §2 (1982). In addition, Petitioner George Ruminer was also convicted on six counts of using a telephone to facilitate the manufacture of amphetamine in violation of 21 U.S.C. §§ 841(a)(1) (1982), and 843(b) (1982). United States of America v. George and Ada Ruminer, No. 83-CR-115-B (N.D.Okl. September 19, 1986). Petitioner Ada Ruminer is presently serving a three-year term of imprisonment to be followed by a special parole term of two years pursuant to the provisions of the Comprehensive Drug Abuse and Control Act of 1970. Petitioner George Ruminer is presently serving an eight-year prison term to be followed by a special parole term of four years pursuant to the same act. Petitioners contend that the special parole terms imposed by the court at sentencing are unconstitutional and therefore should be stricken.

Petitioners contend that the special parole terms are unconstitutional under the due process clause of the Fifth Amendment. 21 U.S.C. §841(b)(1)(D) provides in part:

> "Any sentence imposing a term of imprisonment under this paragraph shall, in the absence of such a prior conviction, impose a special parole term of at least 2 years in addition to such term of imprisonment and shall, if there was such a prior conviction, impose a special parole term of at least 4 years in addition to such term of imprisonment."

Petitioners contend that this provision is unconstitutional on two grounds: First, because it fails to state a fixed period of imprisonment for violation of the special parole. Second, the provision fails to set a statutory maximum penalty to which parolee may be subjected if he disobeys the terms of this special

parole order. Petitioners rely on the case of United States v. Tebha, 578 F.Supp. 1398 (N.D.Cal. 1984), in support of their challenge to the special parole term provision. In Tebha, United States District Judge Charles Wyzanski, Jr., declared the special parole term provision violative of the due process clause of the Fifth Amendment. Petitioners rely on Judge Wyzanski's reasoning in the challenge presented in their petitions herein. The court finds the Petitioners' contentions without merit. Judge Wyzanski's ruling was overturned by the Ninth Circuit Court of Appeals in United States v. Tebha, 770 F.2d 1454 (9th Cir. 1985). In United States v. Arellanes, 767 F.2d 1353 (9th Cir. 1985), the Ninth Circuit Court of Appeals noted that Judge Wyzanski's ruling was an anomaly:

> "All other courts that have addressed the issue, however, have upheld the special parole term provision. These decisions interpret the statute to authorize a special parole term of as long as life. This vast amount of judicial discretion in the imposition of special parole terms has not been found to violate the due process clause. As the Tenth Circuit has convincingly explained: 'Leaving the determination of maximum sentences to the court is not uncommon ... and we are convinced that no unlawful delegation of legislative power is involved. Nor is the statute void for vagueness because of the broad range of the sentencing power.' United States v. Jones, 540 F.2d 465, 468 (10th Cir. 1976), cert. denied, 429 U.S. 1101 (1977)."

Arellanes at 1359. The court went on to state,

> "We decline to follow Tebha and are persuaded by the great weight of judicial authority that the special parole term provision of 21 U.S.C. §841 offends no constitutional guarantee."

Thus, the district court opinion upon which the Petitioners rely

has been overruled by the Ninth Circuit and rejected by every court which has addressed the issue. Persuaded by the overwhelming weight of judicial authority, this court concludes that the Petitioners' challenge is without merit. Accordingly, the Petitioners' Motion to Modify or Correct an Illegal Sentence is hereby denied.

IT IS SO ORDERED, this 28th day of April, 1987.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

SAMUEL R. KIRK and RICHARD E. WELLS, Plaintiffs, -vs- GENERAL SIGNAL CORP., a New York corporation, et al., Defendants.	No. 85-C-48-B
and	CONSOLIDATED
GENERAL SIGNAL CORPORATION, a New York corporation, Third Party Plaintiff, -vs- SAMUEL R. KIRK and THE SIERRA COMPANY, INC., Third Party Defendants.	No. 85-C-295-B

STIPULATION

COME NOW the Plaintiffs, **Samuel R. Kirk** and **Richard E. Wells**, and the Defendant, **General Signal Corporation**, and hereby expressly stipulate that the certain Promissory Note sued upon in Arrow Engineering, Inc., v. Samuel R. Kirk, et al., Case No. CJ-84-4257, and also the subject of a counterclaim by General Signal in the case at bar, Case No. 85-C-48-B, in the principal amount of Six Hundred Fifty-Five Thousand Eight Hundred Forty-Four Dollars and Twenty-Six Cents ($655,844.26), is unenforceable.

Samuel R. Kirk
SAMUEL R. KIRK

RICHARD E. WELLS

GENERAL SIGNAL CORPORATION,
A New York Corporation

By: _____
Chairman and Chief Executive Officer

ATTEST:

_____
Secretary

(SEAL)

APPROVED AS TO FORM:

THOMAS D. FRASIER

JAMES CLINTON GARLAND

PHILIP WARREN REDWINE

TERRY GUY SHIPLEY

ATTORNEYS FOR THE PLAINTIFFS

JACK R. GIVENS

RODNEY A. EDWARDS

MICHAEL T. KEESTER

ATTORNEYS FOR THE DEFENDANTS

UNITED STATES MAGISTRATE, in keeping with the Stipulation and agreement of the parties as made and communicated to the Court, and approved the 20th day of April, 1987.

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

SAMUEL R. KIRK and RICHARD E. WELLS, Plaintiffs, -vs- GENERAL SIGNAL CORP., a New York corporation, et al., Defendants.	No. 85-C-48-B
and	CONSOLIDATED
GENERAL SIGNAL CORPORATION, a New York corporation, Third Party Plaintiff, -vs- SAMUEL R. KIRK and THE SIERRA COMPANY, INC., Third Party Defendants.	No. 85-C-295-B

STIPULATION

COME NOW the Plaintiffs, **Samuel R. Kirk** and **Richard E. Wells**, and the Defendant, **General Signal Corporation**, and hereby expressly stipulate that the certain Promissory Note sued upon in Arrow Engineering, Inc., v. Samuel R. Kirk, et al., Case No. CJ-84-4257, and also the subject of a counterclaim by General Signal in the case at bar, Case No. 85-C-48-B, in the principal amount of Six Hundred Fifty-Five Thousand Eight Hundred Forty-Four Dollars and Twenty-Six Cents ($655,844.26), is unenforceable.

SAMUEL R. KIRK

RICHARD E. WELLS

GENERAL SIGNAL CORPORATION,
A New York Corporation

By: _____
Senior Vice President-Administration

ATTEST:

_____
Secretary

(SEAL)

APPROVED AS TO FORM:

_____
THOMAS D. FRASIER

_____
JAMES CLINTON GARLAND

_____
PHILIP WARREN REDWINE

_____
TERRY GUY SHIPLEY

ATTORNEYS FOR THE PLAINTIFFS

JACK R. GIVENS

RODNEY A. EDWARDS

MICHAEL T. KEESTER

ATTORNEYS FOR THE DEFENDANTS

UNITED STATES MAGISTRATE, in keeping with the Stipulation and agreement of the parties as made and communicated to the Court, and approved the 20th day of April, 1987.

13089

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

FILED

APR 28 1987

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

JEFFREY SCOTT BROWN and COMMERCIAL UNION INSURANCE COMPANY, INC.	)	
Plaintiffs,	)	
-vs-	)	Case No. 86-C-494-B
DUAL DRILLING COMPANY, a Texas Corporation.	)	
Defendant.	)	

STIPULATION OF DISMISSAL

COMES now the Plaintiffs, Jeffrey Scott Brown and Commercial Union Insurance Company, and the Defendant, Dual Drilling Company, by and through each party's lawful representative and hereby enters this Stipulation of Dismissal.

Whereas, for consideration, Plaintiffs state that the above referenced action may be dismissed with prejudice by virtue of the agreement of all the parties herein.

WHEREFORE, premises considered, both parties pray that this Court enter an Order of Dismissal pursuant to the Stipulation entered above.

Daniel L. Crawford #5992
Attorney for Commercial Union

Joe D. Wheeler, Sr.
Attorney for Jeffrey Scott Brown

Rodney Heggy
Attorney for Dual Drilling Co.

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

SAMUEL R. KIRK and RICHARD E. WELLS, Plaintiffs, -vs- GENERAL SIGNAL CORP., a New York corporation, et al., Defendants.	No. 85-C-48-B
and	CONSOLIDATED
GENERAL SIGNAL CORPORATION, a New York corporation, Third Party Plaintiff, -vs- SAMUEL R. KIRK and THE SIERRA COMPANY, INC., Third Party Defendants.	No. 85-C-295-B

JOINT STIPULATION OF DISMISSALS WITH PREJUDICE

COME NOW the Plaintiffs, **Samuel R. Kirk** and **Richard E. Wells**, and the Defendants, **General Signal Corporation**, a New York corporation, **NATHAN R. OWEN, DAVID T. KIMBALL, WILLIAM J. BALL, MILTON DYKMAN, J. ROBERT HIPPS, EDWARD C. PRELLWITZ, ALBERT W. BUESKING, SAMUEL A. CASEY, F. ARNALD DAUM, EDWARD W. FRANKLIN, FRED H. GORDON, JR., JOHN P. HORGAN, RALPH E. BAILEY, DAVID J. DUNN, N. BRUCE HANNAY, HAROLD J. HUDSON, JR., REGINALD H. JONES,** and **RANDY FURR**, and do hereby dismiss the above styled consolidated cases and any and all claims asserted therein against either the Plaintiffs or Defendants, with prejudice.

JAMES CLINTON GARLAND

THOMAS D. FRASIER

PHILIP WARREN REDWINE

TERRY GUY SHIPLEY

ATTORNEYS FOR THE PLAINTIFFS

JACK R. GIVENS

RODNEY A. EDWARDS

MICHAEL T. KEESTER

ATTORNEYS FOR THE DEFENDANTS

CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 1987, a true and correct copy of the above and foregoing Dismissal with Prejudice was mailed to Mr. James C. Garland, 1700 Southwest Boulevard, Suite 100, Tulsa, Oklahoma 74107; Mr. Philip W. Redwine, 400 South Crawford, Norman, Oklahoma 73069 and Mr. Terry G. Shipley, 304 South Main Street, Noble, Oklahoma 73068, Attorneys for the Plaintiffs; and to Messrs. Jack R. Givens, Rodney A. Edwards, and Michael T. Keester, 3800 First National Tower, Tulsa, Oklahoma 74103, Attorneys for the Defendants, with proper postage thereon fully prepaid.

_____

2092005028-41

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

VALCOM, INC., a Delaware corporation, Plaintiff,	)	
vs.	)	No. 85-C-1100-E
JOSEPH D. WASZUT and ERNEST E. CANADY, Defendants.	)	

JOINT STIPULATION OF DISMISSAL

COME NOW the parties hereto and pursuant to Rule 41(c) of the Federal Rules of Civil Procedure, hereby stipulate that Plaintiff's Original Complaint filed by plaintiff, Valcom, Inc., against the defendant Ernest E. Canady, is dismissed without prejudice, each party to bear his/its own costs and attorneys fees incurred herein. Plaintiff was awarded judgment against the defendant Joseph D. Waszut on Feburary 10, 1987.

DATED this 28th day of April, 1987.

Theodore Q. Eliot

Theodore Q. Eliot
GABLE & GOTWALS, INC.
2000 Fourth National Bank Building
Tulsa, OK 74119
ATTORNEYS FOR PLAINTIFF

Jesse L. Leeds

Jesse L. Leeds
P.O. Box 2250
Muskogee, Oklahoma 74401
ATTORNEY FOR DEFENDANT ERNEST E. CANADY

JAD/vlw

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

ERMA PURDY,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
JERRY E. BOHANNAN; and CHARLES THURMAN,	)	
	)	
Defendants.	)	No. 85-C-656-E

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 28th day of April, 1987, the above captioned cause coming on before the undersigned Judge of the District Court on the parties' Joint Application to Dismiss With Prejudice. The Court, being advised that a settlement has been entered into between the parties that fully and completely resolves all issues between them arising in this action, grants said Application and hereby allows this matter to be dismissed with prejudice.

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

S/ JAMES O. ELLISON

HONORABLE JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

SDC:jp

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

DONALD CALVERT and BARBARA CALVERT, husband and wife,	)	
Plaintiffs,	)	
v.	)	CASE NO.: 87-C-163-E
WHIRLPOOL CORPORATION, a foreign corporation,	)	
Defendants.	)	

JOINT MOTION TO DISMISS WITHOUT PREJUDICE

COME NOW the Plaintiffs, by and through their attorney, Roger Williams, and the Defendant, by and through its attorney, Alfred B. Knight, and move the Court to dismiss without prejudice the above entitled cause in order that the Plaintiffs and Defendant can submit the matter to arbitration.

WHEREFORE, premises considered, the Plaintiffs and Defendant move the Court to dismiss without prejudice the above entitled cause in order that the parties could proceed with the disposition of the matter in arbitration.

ORDER

NOW ON THIS 28th day of April, 1987, there came on for hearing the Joint Motion of the Plaintiffs and Defendant to dismiss the cause without prejudice and the Court finds the cause should be dismissed without prejudice in order that the parties can proceed with agreed arbitration.

IT IS THEREFORE ADJUDGED AND DECREED that the above entitled cause be and same is hereby dismissed without prejudice at the cost of the respective parties in order that the parties can proceed with arbitration.

S/ JAMES O. ELLISON

JUDGE OF THE UNITED STATES DISTRICT COURT

APPROVALS:

ATTORNEY FOR PLAINTIFF,
ROGER R. WILLIAMS

ATTORNEY FOR DEFENDANT,
ALFRED B. KNIGHT

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

NEW HAMPSHIRE INSURANCE COMPANY,	)	
Plaintiff,	)	
vs.	)	No. 86-C-162-E
ROBERT C. SHAW, SR., et al.,	)	
Defendants.	)	

JUDGMENT

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

IT IS ORDERED AND ADJUDGED that the policy of insurance issued by Plaintiff New Hampshire Insurance Company also insures Defendants Monson.

DATED at Tulsa, Oklahoma this 27th day of April, 1987.

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

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

ROY DOUGLAS FOOTE and JUDITH ANN FOOTE, Husband and Wife,	)	
Plaintiffs,	)	
vs.	)	No. 87-C-55-B
THE ST. PAUL GUARDIAN INSURANCE COMPANY, a Minnesota Corporation; McMASTERS INSURANCE COUNSELORS, an Oklahoma Corporation; and CLAIMS RESEARCH SERVICES, INC., an Oklahoma Corporation,	)	
Defendants.	)	

FILED
APR 27 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL

Now, on this 27 day of April, 1987, came on for consideration the Motion for Dismissal with Prejudice submitted to the Court by Plaintiffs Roy Douglas Foote and Judith Ann Foote, and Defendants St. Paul Guardian Insurance Company, McMasters Insurance Counselors, Inc. and Claims Research Services, in the above-styled and numbered cause pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure. The Court finds that Plaintiffs and Defendants have stipulated that this action should be dismissed with prejudice.

IT IS THEREFORE ORDERED that the above-styled and numbered cause, together with all claims, counterclaims, actions and causes of action asserted therein, should be, and the same is hereby, dismissed with prejudice to the refiling thereof.

IT IS SO ORDERED.

Honorable Thomas R. Brett
JUDGE OF THE UNITED STATES
DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

AO

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, Plaintiff, vs. SAMUEL P. FRIEND; RUTH L. FRIEND; GREAT WESTERN ACCEPTANCE CORPORATION, an Oklahoma corporation; COUNTY TREASURER, Craig County, Oklahoma; and BOARD OF COUNTY COMMISSIONERS, Craig County, Oklahoma, Defendants.	)	FILED APR 27 1987 Jack C. Silver, Clerk U.S. DISTRICT COURT CIVIL ACTION NO. 86-C-1011-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 24 day of April, 1987. 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, Craig County, Oklahoma, and Board of County Commissioners, Craig County, Oklahoma, appear by David R. Poplin, Assistant District Attorney, Craig County, Oklahoma; and the Defendant, Great Western Acceptance Corporation, appears by its attorney Brian J. Rayment; and Defendants, Samuel P. Friend and Ruth L. Friend, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendant, Samuel P. Friend, acknowledged receipt of Summons and Complaint on January 12, 1987; that the Defendant, Ruth L. Friend, acknowledged receipt of

Summons and Complaint on February 12, 1987; that the Defendant, Great Western Acceptance Corporation, acknowledged receipt of Summons and Complaint on November 18, 1986; that the Defendant, County Treasurer, Craig County, Oklahoma, acknowledged receipt of Summons and Complaint on November 18, 1986; and that the Defendant, Board of County Commissioners, Craig County, Oklahoma, acknowledged receipt of Summons and Complaint on November 18, 1986.

It appears that the Defendants, County Treasurer, Craig County, Oklahoma, and Board of County Commissioners, Craig County, Oklahoma, filed their Answer herein on December 4, 1986; that the Defendant, Great Western Acceptance Corporation, filed its Answer herein on November 26, 1986; and that the Defendants, Samuel P. Friend and Ruth L. Friend, have failed to answer and their default has been entered by the Clerk of this Court on April 7, 1987.

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 Craig County, Oklahoma, within the Northern Judicial District of Oklahoma:

> A tract, piece or parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 19, Township 25 North, Range 20 East of Indian Meridian and more particularly described as follows, to-wit: Beginning at the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence North 0° 08' West 307 feet; thence South 89° 52' West 604 feet for a point of beginning; thence South 89° 52' West 93 feet; thence South 0° 08' East 174.6 feet; thence North 89° 52' East 93 feet; thence North 0° 08' West 174.6 feet to the point of beginning.

The Court further finds that on February 6, 1979, the Defendants, Samuel P. Friend and Ruth L. Friend, executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of $23,500.00, payable in monthly installments, with interest thereon at the rate of 8-3/4 percent per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Samuel P. Friend and Ruth L. Friend, executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated February 6, 1979, covering the above-described property. Said mortgage was recorded on February 6, 1979, in Book 308, Page 45, in the records of Craig County, Oklahoma.

The Court further finds that the Defendants, Samuel P. Friend and Ruth L. Friend, 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, Samuel P. Friend and Ruth L. Friend, are indebted to the Plaintiff in the principal sum of $21,183.94, plus accrued interest in the amount of $2,391.29 as of November 19, 1985, plus interest accruing thereafter at the rate of 8-3/4 percent per annum or $5.0784 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Craig County, Oklahoma, have a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of $230.12, plus penalties and interest, for the year 1985 and $163.81, plus penalties and interest, for the year 1986. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Great Western Acceptance Corporation, disclaims any right, title, or interest in or to the real property which is the subject of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Samuel P. Friend and Ruth L. Friend, in the principal sum of $21,183.94, plus accrued interest in the amount of $2,391.29 as of November 19, 1985, plus interest accruing thereafter at the rate of 8-3/4 percent per annum or $5.07894 per day until judgment, plus interest thereafter at the current legal rate of 6.30 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 and Board of County Commissioners, Craig County, Oklahoma, have and recover judgment in the amount

of $230.12, plus penalties and interest, for the year 1985 and $163.81, plus penalties and interest, for the year 1986, for ad valorem taxes, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Great Western Acceptance Corporation, has no right, title, or interest in the subject real property.

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

First:

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

Second:

In payment of the Defendant, County Treasurer and Board of County Commissioners, Craig County, Oklahoma, in the amount of $393.93, 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.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney

PETER BERNHARDT
Assistant United States Attorney

DAVID R. DOPLIN
Assistant District Attorney
Craig County Courthouse
Vinita, OK 74301
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Craig County, Oklahoma

BRIAN J. RAYMENT
515 South Main Mall
Tulsa, OK 74103
Attorney for Defendant, Great
Western Acceptance Corporation

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

FILED

APR 27 1987

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

OVID L. PATTERSON and NORMA J. PATTERSON, Plaintiffs,	)	
vs.	)	No. 85-C-909-B
FIBREBOARD CORPORATION, et al, Defendants.	)	

ORDER OF DISMISSAL

Now on this 27 day of April, 1987, the Court being advised that a compromise settlement having been reached between the Plaintiffs and Defendant GAF Corporation, and those parties stipulating to a dismissal with prejudice, the Court orders that the captioned case be dismissed with prejudice as to Defendant GAF Corporation.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

FILED

APR 27 1987

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

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

UTICA NATIONAL BANK & TRUST CO., a national banking association,	)	
Plaintiff,	)	
vs.	)	No. 85-C-537-C
CALVIN RANSOM, et al.,	)	
Defendants.	)	

STIPULATION OF DISMISSAL

PURSUANT to the provisions of Rule 41(a)(1) of the Federal Rules of Civil Procedure, the parties hereto agree that Plaintiff's claims against Richard C. Bennien, asserted herein are hereby dismissed with prejudice, each party to bear its/their own costs incurred herein.

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

DATED this 15th day of April, 1987.

Charles V. Wheeler
GABLE & GOTWALS
2000 Fourth National Bank Building
Tulsa, Oklahoma 74119
(918) 582-9201

ATTORNEYS FOR PLAINTIFF
UTICA NATIONAL BANK & TRUST CO.

RICHARD C. BENNIEN

EXHIBIT "C"

Katie J. Colopy

Katie J. Colopy
CONNER & WINTERS
2400 First National Bank Tower
Tulsa, Oklahoma 74103
(918) 586-5711

ATTORNEYS FOR DEFENDANT
Richard C. Bennion

Entered

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

DONALD R. WRIGHT AND CLEM H. STEPHENSON, Plaintiffs,	)	
vs.	)	No. 82-C-370-E
ROUGEOT OIL & GAS CORPORATION, Defendant.	)	

JUDGMENT

The matter of attorney fees to be awarded in this case having come on for consideration before the Court, Honorable James O. Ellison, District Judge, presiding, and the issue having been duly examined and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiffs Donald R. Wright and Clem H. Stephenson take nothing from the Defendant Rougeot Oil & Gas Corporation, that the action be dismissed on the merits, and that the Defendant Rougeot Oil & Gas Corporation recover of the Plaintiffs Donald R. Wright and Clem H. Stephenson its costs of action as are more particularly set out in the Findings of Fact and Conclusions of Law filed in this case on February 24, 1987.

DATED at Tulsa, Oklahoma this 23d day of April, 1987.

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

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

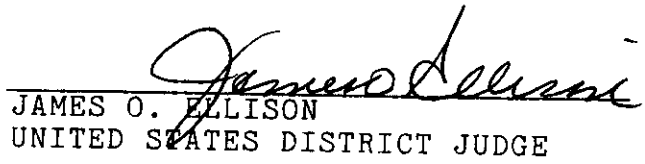
FORD MOTOR CREDIT COMPANY,	)	
Plaintiff,	)	
vs.	)	No. 85-C-224-E
TULOMA, INC., AND DAVID A. PURCELL,	)	
Defendants.	)	

ADMINISTRATIVE CLOSING ORDER

The Defendants Tuloma, Inc. and David A. Purcell having filed their petitions in bankruptcy and these proceedings being stayed thereby, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

If, within thirty (30) days of a final adjudication of the bankruptcy proceedings the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice. The Application of P. Gae Widdows and Motion of Stephen E. Schneider to withdraw as counsel of record for Defendant David A. Purcell are accordingly stricken as moot. Counsel for Plaintiff Ford Motor Credit Company is hereby ordered to promptly advise the Court as to the final adjudication of the bankruptcy proceedings.

It is so ORDERED this 23d day of April, 1987.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

IN RE:	)	
FRANK A. DALE,	)	
Debtor,	)	
LAVENA DALE,	)	
Appellant,	)	
vs.	)	No. 85-C-608-E
JOHN B. JARBOE,	)	
Appellee.	)	

JUDGMENT

This action came on for consideration 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 decision of the Bankruptcy Court be affirmed in all respects and the appeal of such decision be dismissed.

DATED this 22d day of April, 1987.

James O. Ellison

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

BRENT RYAN WILSON, an infant by and through his natural guardians and parents, SUSAN AND TED WILSON, and SUSAN AND TED WILSON, Individually,	)	
Plaintiffs,	)	
vs.	)	No. 85-C-540-E
RICHARDSON-MERRELL, INC.,	)	
Defendant.	)	

JUDGMENT

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

IT IS ORDERED AND ADJUDGED that the Plaintiffs Brent Ryan Wilson, Susan Wilson and Ted Wilson take nothing from the Defendant Richardson-Merrell, Inc., that the action be dismissed on the merits, and that the Defendant Richardson-Merrell, Inc. recover of the Plaintiffs Brent Ryan Wilson, Susan Wilson and Ted Wilson its costs of action.

DATED at Tulsa, Oklahoma this 22d day of April, 1987.

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

THE FOURTH NATIONAL BANK OF TULSA,	)	
Plaintiff,	)	
-vs-	)	Case No. 86-C-1093E
JAMES D. BRIDGES,	)	
Defendant.	)	

JUDGMENT

NOW on this 22 day of April, 1987, comes on before the Court the Plaintiff's Motion for Summary Judgment ("Motion") and supporting pleadings, as well as the Application for Entry of Summary Judgment ("Application") filed herein by Plaintiff, The Fourth National Bank of Tulsa ("Fourth National") on April 10, 1987. The Court notes that Fourth National is represented by its attorneys of record, Gable & Gotwals, Inc. by Robert S. Glass, and the Defendant, James D. Bridges ("Bridges"), having answered the Complaint of Fourth National pro se has failed to answer or otherwise plead in response to the Motion of Fourth National filed herein.

The Court makes the following FINDINGS upon a review of the record herein:

1. This Court has jurisdiction over the subject matter pursuant to 12 U.S.C. §1332 and venue is properly laid in the Northern District of Oklahoma, pursuant to 12 U.S.C. §1391. The Court has in personam jurisdiction over Bridges, pursuant to 12 Okla. Stat. (1984) §2001, et seq.

2. Fourth National filed its Complaint herein on December 10, 1986. Service of process upon Bridges was obtained on December 16, 1986, including service of a copy of the Complaint and Summons filed herein. On January 13, 1987, Bridges filed his pro se Answer herein.

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3. On February 9, 1987, Fourth National filed its Motion against Bridges together with its Brief in Support ("Brief") and the Affidavit of Ronald F. Turnage contending that there is no genuine issue as to any material fact with respect to the damages which Fourth National is entitled to recover against Bridges under the claims asserted in its Complaint filed herein. The record reflects that the Motion and Brief were served on Bridges by certified mail on February 12, 1987.

4. Bridges has failed to answer or otherwise plead in response to the Motion within the time provided pursuant to Rule 14, Rules of Practice for the United States District Court, Northern District of Oklahoma, and the time for answering or otherwise pleading has not been extended by this Court.

5. By virtue of Bridges' failure to comply with Rule 14, Rules of Practice for the United States District Court, Northern District of Oklahoma, all allegations contained in Plaintiff's Application, Motion and Brief are taken as true and the Application and Motion are deemed confessed and, it is hereby ORDERED that such Motion for Summary Judgment and Application for Entry of Summary Judgment of Fourth National are hereby sustained.

6. Each and every allegation contained in paragraphs 6 through 17 of Fourth National's Complaint, inclusive, are taken as true and Fourth National is entitled to in personam judgment against Bridges on its First Claim for Relief in the principal sum of $351,136.66, together with accrued interest as of December 9, 1986 in the amount of $91,280.62, plus interest accruing thereon at the default rate of Fourth National Prime plus 8% per annum until date of judgment, reasonable attorneys' fees in the sum of $5,000.00, and all other costs of this action; and Fourth National is entitled to judgment on its Second Claim for Relief in the principal sum of $58,568.17, together with accrued interest as of December 9, 1986 in the amount of $16,725.91, together with interest continuing to accrue thereon at the default rate of Fourth National Prime plus 8% per annum until date of judgment, reasonable attorneys' fees in the sum of $2,000.00, plus all

other costs and expenses of collection, until paid in full (all such amounts hereinabove set forth are collectively referred to as the "Bridges Indebtedness").

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that The Fourth National Bank of Tulsa shall have and recover in personam judgment of and from the Defendant, James D. Bridges, in the amount of the Bridges Indebtedness hereinabove more fully set forth, plus interest continuing to accrue thereon at the rate of 6.30 % per annum from the date of this Judgment until paid in full pursuant to 28 U.S.C. §1961, for all of which let execution issue.

IT IS SO ORDERED, ADJUDGED AND DECREED.

UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF OKLAHOMA

APPROVED:

Robert S. Glass
Gable & Gotwals, Inc.

COUNSEL FOR PLAINTIFF,
THE FOURTH NATIONAL BANK OF TULSA

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

RUSSELL SAWYER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
WORLD PUBLISHING CO., TOM CARTER, SWANSON BROADCASTING, INC., KRMG RADIO STATION, JOHN ERLING, BELOW BROADCASTING, CORP. d/b/a KOTV, SCRIPPS HOWARD BROADCASTING d/b/a KJRH and CBS, INC.,	)	
	)	No. 87-C-295-B
	)	Case No. C-87-170
Defendants.	)	(D.C. Creek County Co., OK)

Notice of DISMISSAL WITHOUT PREJUDICE

Comes now the plaintiff, Russell Sawyer, and hereby dismisses the case at bar without prejudice to refiling the same at a later date.

LOEFFLER & ALLEN

By _____

Sam T. Allen, IV O.B.A 232
P. O. Box 230
Sapulpa, OK 74067
(918-224-5302)

Attorney for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that on this 24 day of April, 1987, I mailed a true and correct copy of the above and foregoing Dismissal to Ms. Ann M. Threlkeld, Andrews, Davis, Legg, Bixler, Milsten & Murrah, 500 West Main, Oklahoma City, OK 73102, Attorney for CBS, INC.; Mr. Gene Dennison, 2100 W. Rogers Blvd., Skiatook, OK 74070, Attorney for Scripps Howard Broadcasting d/b/a KJRH; Mr. John Henry Rule, Gable & Gotwals, 2000 4th National Bank Building, Tulsa, OK 74119, Attorney for John Erling and KRMG; Mr. J. Schaad Titus, Boone Smith, 500 Oneok Plaza, 100 W. 5th Street, Tulsa, OK 74103, Attorney for Tulsa World and Tom Carter; and Mr. Doug Dodd, Doerner Stuart, 1000 Atlas Life Building, Tulsa, OK 74103, with postage fully paid thereon.

Sam T. Allen, IV

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

TIMOTHY LEE NIPPER,	)	
Plaintiff,	)	
v.	)	Case No. 86-C-1049 E
INTERNAL REVENUE SERVICE,	)	
Defendant.	)	

NOTICE OF ~~WITHDRAWAL~~ Dismissal OF COMPLAINT

The plaintiff, Timothy Lee Nipper, with this Notice, hereby notifies the Court and all interested parties that he withdraws his Complaint for Injunctive Relief under the above captioned case.

Dated this 24th day of April, 1987.

Respectfully submitted,

Timothy Lee Nipper

Timothy Lee Nipper
3618 S. 107th E. Ave.
Tulsa, OK 74146

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was mailed postage paid to Peter Bernhardt, Assistant U.S. Attorney, 3600 U.S. Courthouse, Tulsa, OK 74103, on this 24th day of April, 1987.

Timothy Lee Nipper

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
vs.	)	
CARL H. ALLEN and DEBRA ALLEN,	)	
Defendants.	)	CIVIL ACTION NO. 86-C-913-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 24th day of April, 1987. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney; and the Defendants, Carl H. Allen and Debra Allen, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Carl H. Allen and Debra Allen, were served a Summons and Complaint on March 10, 1987.

It appears that the Defendants, Carl H. Allen and Debra Allen, 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 Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

All of Lot Sixteen (16), and all that part of Lot Fifteen (15), Block One (1), SKYLINE HEIGHTS ADDITION, an Addition in Tulsa County, State of Oklahoma, according to the recorded Plat thereof, and being more particularly described as follows, to-wit; Beginning at a point on the North boundary of said Lot 15, and point being the angle point of said boundary 30 feet East of the Northwest corner of said Lot 15, a distance of 101.32 feet to a point, said point being the Northeast corner of said Lot 15; thence South along the East boundary of said Lot 15, a distance of 24.17 feet to a point; thence Southwesterly a distance of 85.23 feet to the point of beginning.

The Court further finds that on February 25, 1985, the Defendants, Carl H. Allen and Debra Allen, 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 $31,500.00, payable in monthly installments, with interest thereon at the rate of twelve and one-half percent (12.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Carl H. Allen and Debra Allen, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated Febraury 25, 1985, covering the above-described property. Said mortgage was recorded on February 26, 1985, in Book 4846, Page 1965, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Carl H. Allen and Debra Allen, 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, Carl H. Allen and Debra Allen, are indebted to the Plaintiff in the principal sum of $31,446.32, plus interest at the rate of twelve and one-half percent (12.5%) per annum from April 1, 1986 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Carl H. Allen and Debra Allen, in the principal sum of $31,446.32, plus interest at the rate of twelve and one-half percent (12.5%) per annum from April 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6.30 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 upon the failure of said Defendants, Carl H. Allen and Debra Allen, 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 O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney

for NANCY NESBITT BLEVINS
Assistant United States Attorney

NNB/css

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

LOUIS PORTER,	)	
Appellee,	)	
JOHN JARBOE,	)	
Trustee,	)	
vs.	)	No. 85-C-851-E
YUKON NATIONAL BANK,	)	
Appellant.	)	

JUDGMENT

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

IT IS ORDERED AND ADJUDGED that the decision of the Bankruptcy Court be affirmed in all respects and the appeal of such decision to the Northern District of Oklahoma be dismissed.

DATED this 23rd day of April, 1987.

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

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

UTICA NATIONAL BANK & TRUST CO., a national banking association,	)	
Plaintiff,	)	
vs.	)	No. 85-C-512-E
ROBERT G. HEERS, et al.,	)	
Defendants.	)	

JOURNAL ENTRY OF JUDGMENT

Utica National Bank & Trust Co., Plaintiff, and Paul E. Clark and Daniel V. Clark, Defendants, having agreed to the entry of the following judgment as evidenced by their consents attached hereto, it is

ORDERED, ADJUDGED AND DECREED that Plaintiff, Utica National Bank & Trust Co., have judgment on its claim herein against Defendants, Paul E. Clark and Daniel V. Clark, jointly and severally, for the sum of $37,500.00 with interest thereon from this date until paid at the legal rate of interest.

DATED this 23rd day of February, 1987.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

CONSENT

The foregoing judgment is hereby consented to and approved.

PAUL E. CLARK

DANIEL V. CLARK

UTICA NATIONAL BANK & TRUST CO.

By: _____
Vice President

APPROVED:

George W. Pratt
Jones, Waldo, Holbrook & McDonough
1500 First Interstate Plaza
170 South Main Street
Salt Lake City, Utah 84101

ATTORNEY FOR DEFENDANTS

Charles V. Wheeler
Gable & Gotwals
1000 Fourth National Bank Building
Tulsa, Oklahoma 74119

ATTORNEYS FOR PLAINTIFF

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

HARTSELL LEACH d/b/a BUD'S FOREIGN AUTO PARTS, Plaintiff	)	
vs.	)	86-C-1135-E
GENERAL MOTORS CORPORATION, A Delaware corporation, HOLIDAY RAMBLER CORPORATION, An Indiana corporation, and LAKE KEYSTONE TRAILER SALES, INC., an Oklahoma corporation, Defendants	)	

ORDER DISMISSING COMPLAINT WITH PREJUDICE

Pursuant to the settlement agreement of the parties and on joint motion of the parties, the Complaint of Plaintiff be and the same hereby is dismissed with prejudice, with each party to bear its own costs.

S/ JAMES O. ELLISON

James O. Ellison
United States District Judge

Approved:

Douglas Gramling
Attorney for Plaintiff

Kelly Carithers
Attorney for Defendant, Holiday Rambler Corporation

William B. Selman
Attorney for Defendant, General Motors

Kenneth Bodenhamer
Attorney for Defendant, Lake Keystone Trailer Sales, Inc.

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

PITCO PRODUCTION COMPANY,	)	
Plaintiff,	)	
vs.	)	Case No. 85-C-687-E
ARKLA, INC.,	)	
Defendant.	)	

JOINT STIPULATION AND ORDER
FOR DISMISSAL WITH PREJUDICE

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, Plaintiff, Pitco Production Company, by and through its attorney-of-record, Pray, Walker, Jackman, Williamson & Marlar, and Defendant, Arkla, Inc., by and through its attorney-of-record, Andrews, Davis, Legg, Bixler, Milsten & Murrah, hereby stipulate to dismiss the above-styled action with prejudice. Each party shall bear its own respective costs and attorney's fees.

S/ JAMES O. ELLISON

HONORABLE JAMES O. ELLISON,
JUDGE OF THE UNITED STATES
DISTRICT COURT

APPROVED:

PITCO PRODUCTION COMPANY,
a partnership,
By: The Prospective Investment &
Trading Company, Ltd., an
Oklahoma corporation, Managing
Partner

Bruce D. Locke, President

PRAY, WALKER, JACKMAN,
WILLIAMSON & MARLAR,
Attorneys for Plaintiff

By:
John L. Randolph, Jr.

ARKLA, INC.

By:
John T. Atkinson, Executive
V. P. of Arkla Energy Resources,
a division of Arkla, Inc.

ANDREWS, DAVIS, LEGG, BIXLER,
MILSTEN & MURRAH
Attorneys for Defendant

By:
William D. Watts, Jr.

entered

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 86-CR-53-C
	)	
LOUIS DEAN CONLEY and	)	
MITCHELL DEWAYNE PEMBERTON	)	
	)	
Defendants.	)	

O R D E R

Before the Court is the motion brought by defendant Mitchell Dewayne Pemberton to dismiss with prejudice Counts I, II, III, VI, and VII of the Indictment.

Pemberton was indicted on May 7, 1986 within this judicial district, along with co-defendant Louis Dean Conley. He was charged with six separate violations of the federal narcotics laws. Assisting Pemberton was his court-appointed attorney, J. Steven Welch, who was present during arraignment, negotiations with the Government concerning a plea agreement, and at the change of plea hearing. On December 15, 1986, Pemberton was before the Court and presented his petition to enter a plea of guilty. The petition recites that Pemberton agreed to plead guilty as to Count IV of the Indictment and that the Government agreed to dismiss the remaining counts.

44.

Kenneth P. Snoke is the Assistant United States Attorney assigned to this case. However, Mr. Snoke was unavailable to attend the change of plea hearing; therefore, another Assistant United States Attorney, Ben Baker, was representing the Government. Mr. Baker was not involved in the plea negotiations nor familiar with the terms of the agreement.

There was not a separate written plea agreement, other than the petition to enter plea of guilty presented by the defendant. It is a practice of this Court that prior to presentation of the petition to the Court the Assistant United States Attorney in charge of the case is to examine the defendant's petition for completeness and accuracy. Further, the defendant is to state in the petition the agreement he has entered into with the Government, sign the petition under oath, and attest to its accuracy in open court.

It is also the customary practice of this Court to inquire of the Assistant United States Attorney present at the hearing, the defendant's attorney, and the defendant himself, as to whether there has been plea bargaining and each party's understanding of its terms.

Upon questioning on December 15, 1986, Assistant United States Attorney Ben Baker advised the Court there had been plea bargaining in the case and stated:

> ... the Government has agreed with counsel if the Court accepts the tendered plea here today to dismiss the remaining counts, or move dismissal of them at the time of sentencing. I think those would be Counts I, II, III, VI and VII in the Indictment.

Defendant's attorney, Mr. Welch, confirmed Mr. Baker's statement and thereafter the Court inquired of Mr. Pemberton:

> The Court: Mr. Pemberton, I'm told that the Government has agreed that in the event you freely and voluntarily enter a plea of guilty to Count IV, and are found guilty, at time of sentencing the Government will dismiss the remaining counts of this Indictment that pertain to you, but no other agreements or promises or suggestions have been made. Now, is that correct? Is that your understanding?
>
> The Defendant: Yes, sir.

At the defendant's sentencing on February 24, 1987, a dispute arose between the Government and the defendant concerning the terms of defendant's plea agreement. The Government alleged that the defendant had agreed as part of his plea agreement to cooperate with the Government and to testify against his co-defendant. The Government further alleged that defendant had breached this agreement and that the Government was therefore moving to withdraw the plea agreement with this defendant whereby Counts I, II, III, VI, and VII would be dismissed at sentencing. The defendant denied that he had made any agreement to testify or assist the Government prior to or as part of this plea agreement entered on December 15, 1986. The Court then ordered the defendant to go to trial on Counts I, II, III, VI, and VII, and postponed sentencing of defendant on Count IV until after defendant's trial on the remaining counts. The Court also allowed defendant's counsel, Mr. Welch, to withdraw, and appointed the Federal Public Defender's Office to represent the defendant.

Defendant now moves for specific performance of the terms of the plea agreement approved by the Court on December 15, 1986,

and asks this Court to dismiss with prejudice Counts I, II, III, VI, and VII against him, and to set a date certain for his sentencing on Count IV of the Indictment.

The issue before the Court is whether on December 15, 1986 a binding plea agreement was expressed by the parties and accepted and approved by the Court. To resolve this issue, the Court must determine when a binding plea agreement is entered into between the Government and a criminal defendant. As the language in the leading case makes clear, "[a] plea bargain is contractual in nature." Santobello v. New York, 404 U.S. 257 (1971). Prior to the court hearing, Government and defense attorney discuss the possibilities of a plea. The bargaining, as in any other contractual setting, generally involves one or several offers by the Government which are either accepted or rejected by the defendant. Once the defendant has accepted Government's offer, a change of plea hearing is set by the court. Defendant prepares the petition to enter a plea of guilty, and it is to be examined by the Government for accuracy of its contents. Such a procedure insures that the petition encompasses the parties' agreement. As a safeguard, the court inquires separately of each party to verify the plea agreement. The defendant is thereafter administered an oath in which he swears to the accuracy of the petition. After the court accepts and approves defendant's petition, the plea agreement is consummated and is binding on the parties. Any variation in or additions to the terms contained in the petition must be brought to the court's attention at the hearing, or such omitted or varied terms do not form part of the agreement.

This procedure is necessary to avoid uncertainties, prevent confusion, insure against breaches of the plea agreement, and to safeguard fundamental rights of criminal defendants. The case before the Court involves the unfortunate situation where one uninformed prosecutor stood in the place of the prosecutor who negotiated the plea, during the most critical phase of the procedure. As the Supreme Court most aptly stated:

> The staff lawyers in a prosecutor's office have the burden of "letting the left hand know what the right hand is doing" or has done.

Santobello v. New York, supra at 262.

The staff of the United States Attorney's office is a unit and each member is imputed with the knowledge of the commitments made by any other members. If this responsibility is evaded in any manner, it could result in manifest injustice to the criminal defendant. See, Santobello, supra at 263. (Justice Douglas concurring). Full disclosure of all the terms prior to the court's determination of whether to accept a guilty plea is essential for the judge to make "the constitutionally required determination that a defendant's guilty plea is truly voluntary". United States v. Blackner, 721 F.2d 703, 708 (10th Cir. 1983). The Supreme Court has opined that Rule 11 F.R.Cr.P. requires the court to produce a complete record at the time the plea is entered to establish the factors relevant to a determination that the plea was entered voluntarily. McCarthy v. United States, 394 U.S. 459, 465 (1969). The Tenth Circuit, in emphasizing this requirement, has said "there is no standard short of requiring

total disclosure of all material details of plea agreements that can reliably guarantee that guilty pleas are knowing and voluntary and fully understood by the parties themselves." United States v. Blackner, supra at 708.

In this instance, there were no ambiguous terms in the agreement. Each party had the full opportunity in open Court to express the agreement. In determining whether the plea agreement was breached, the Court is to look to what was reasonably understood by the defendant when he entered his guilty plea. United States v. Travis, 735 F.2d 1129, 1132 (9th Cir. 1984). This is evidenced by the petition he affirmed before the Court. At that time, parties are required to fully inform the trial court of all the promises and conditions that have been made in connection with the plea, not only those which they happen to consider important. United States v. Blackner, supra at 708. Despite the explicit inquiries by the Court, Government subsequently contends additional terms were part of the agreement. This contention cannot and will not be permitted by the Court. Government will be held to the literal terms of the plea agreement. United States v. Travis, supra at 1132.

In 1935, the Supreme Court concisely expressed the United States Attorney's obligations which still hold true today:

> The United States Attorney is the representative not of an ordinary party to a controversy, but of a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done. As such, he is in a peculiar and very definite sense the

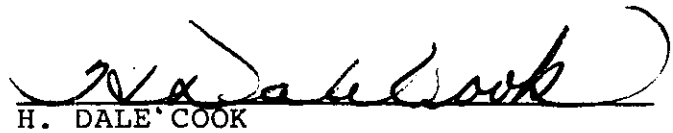
> servant of the law, the twofold aim of which is that guilt shall not escape or innocence suffer. He may prosecute with earnestness and vigor -- indeed, he should do so. But, while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one.

Berger v. United States, 295 U.S. 78, 88 (1935).

The mere fact the prosecutor claims his failure to disclose to the Court his understanding of the plea agreement was through inadvertence or negligence does not warrant this Court's setting the agreement aside as ambiguous. Rather, the Court will enforce the agreement as presented in open Court, and judicially determine it binding on the parties. "The heavy workload may well explain these episodes, but it does not excuse them." Santobello, supra at 260.

Accordingly, it is the Order of the Court that the motion to dismiss with prejudice Counts I, II, III, VI and VII of the Indictment brought by the defendant, Mitchell Dewayne Pemberton is hereby GRANTED. Pursuant to his plea of guilty as to Count IV of the Indictment, accepted by the Court on December 15, 1986, the defendant Mitchell Dewayne Pemberton is set for sentencing as to Count IV on the 11th day of May, 1987 at 1:30 p.m.

IT IS SO ORDERED this 24th day of April, 1987.



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

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

MARILYN JILL BRASSO, Plaintiff, -vs- CITY OF TULSA, OKLAHOMA, a municipal corporation, et al, Defendants.	)))))))))))	Case No. 86-C-1143-B FILED APR 23 1987 Jack C. Silver, Clerk U.S. DISTRICT COURT

CONSENT DECREE

The plaintiff, Marilyn Jill Brasso, also known as Marilyn Jillian Brasso, by her attorneys of record, Frasier & Frasier by Thomas Dee Frasier, filed her complaint herein on December 23, 1986, and the complaint was amended alleging claims against the defendants for violation of 42 U.S.C. . 2000e, et seq, 42 U.S. 1983, and pendant state law claims for assault and battery and intentional infliction of emotional distress. The complaint seeks injunctive relief, compensatory damages, punitive damages, interest, costs, and attorney's fees. Plaintiff, in person and by her attorneys of record, Frasier & Frasier; and the defendants Walker and Sproul, by Imogene Harris, Assistant City Attorney, their attorney of record; and the defendant Thomas, by his attorney of record, Ronald D. Cates; have either appeared and by their respective attorneys or have each consented to the making and entry of this Consent Decree without trial or adjudication of any issue of fact or law herein. The parties agree and consent that this matter may be submitted to, heard by and determined by the United States Magistrate, and the court, after examination of the plaintiff, and having considered the matter and being duly advised, determines:

IT IS ORDERED, ADJUDGED AND DECREED

1. The court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint properly states claims for relief against the defendants pursuant to 42 U.S.C. 2000e, et seq, and 42 U.S.C. § 1983.

2. The plaintiff herein has acted in good faith in the prosecution of this lawsuit, and defendants herein have acted in good faith in the defense of this litigation and in settlement of these claims to the benefit of the plaintiff, the defendants and the public. Further, because of the plaintiff's voluntary agreement that she immediately will resign employment with the City of Tulsa, it appears at this time unnecessary for the court to enter any declaratory or injunctive relief against the defendants.

3. The court has heard the statements and testimony of Plaintiff, Marilyn Jill Brasso, and finds that she understands this settlement agreement and is fully capable of giving her consent thereto. The court has further heard the statements of the facts giving rise to this action and finds that the settlement is proper and is in the best interests of Plaintiff and of all parties to this action.

4. The defendants are hereby ordered and they agree to pay to the plaintiff and her attorneys the sum of $15,000.00 representing back wages from which shall be deducted all deductions as required by law for federal and state income withholding taxes and social security taxes, and pension contributions owed by Jill as required by law, ordinance, or contract; the City's pension plan matching contribution for the back wages; compensatory damages for tort claims made herein; and attorney's fees due and owing to Frasier & Frasier, plaintiff's attorneys for her costs herein.

5. This Consent Decree shall not constitute an admission of liability of fault by the defendants.

6. This Consent Decree shall include and cover all issues of fact and law raised by plaintiff's complaint, all responsive pleadings raised by the defendants, and all inferences which may be drawn therefrom.

7. This Consent Decree shall act as a final judgment as to all issues raised by the parties and shall be a full and complete final judgment against all parties to this litigation.

DATED this 23rd day of April, 1987.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

Ken Sproul
KEN SPROUL

Richard Walker
RICHARD WALKER

CITY OF TULSA, OKLAHOMA,
a municipal corporation,

NEAL E. McNEILL,
City Attorney

By Imogene Harris
Imogene Harris, OBA #3894
Assistant City Attorney
200 Civic Center, Rm. 316
Tulsa, Oklahoma 74103
(918) 592-7717

MARILYN JILL BRASSO, a/k/a
MARILYN JILLIAN BRASSO

FRASIER & FRASIER

By _____
~~Steven R. Hickman~~ WILSON JONES
Attorneys for Marilyn
Jill Brasso

LELAND THOMAS, a/k/a
JOHN THOMAS

BOYD, NICHOLS & CATES

By _____
Ronald D. Cates
~~Attor~~ney for Leland Thomas,
a/k/a John Thomas

OBA # 9645

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

FILED

APR 23 1987

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

PUBLISHERS PROFESSIONAL SOFTWARE CORP., an Oklahoma corporation,	)	
Plaintiff,	)	
vs.	)	No. 86-C-1118B
JAMES BLUNDELL,	)	
Defendant.	)	

JOURNAL ENTRY OF DEFAULT JUDGMENT

It appearing to the satisfaction of this Court that the complaint in this action was filed on the 16th day of December, 1986, that summons and complaint were duly served on defendant as required by law; it further appearing to the Court that defendant has not appeared herein, and has defaulted; it further appearing that default was entered against defendant on the 12th day of March, 1987.

IT IS ORDERED, ADJUDGED AND DECREED by the Court that plaintiff Publishers Professional Software Corp., recover of defendant James Blundell the sum of $169,687.27.

Dated this 23rd day of April, 1987.

S/ THOMAS R. BRETT
JUDGE OF THE DISTRICT COURT

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

JOHN E. SNIDER, d/b/a HOMINY REXALL DRUG; ROBERT SLAMANS d/b/a CORNER HEALTH MART; WILBUR CAVE d/b/a FAIRFAX DRUG; LEO BERKENBILE d/b/a B & B REXALL DRUG; and JIM WEIGANT d/b/a WEIGANT'S HEALTH MART,	)	
Plaintiffs,	)	
v.	)	Case No. 84-C-436-E
WAL-MART STORES, INC., a Delware corporation, d/b/a WAL-MART PHARMACY, Pawhuska,	)	
Defendant.	)	

FILED
APR 23 1987
Jack C. Silver
U. S. DISTRICT

STIPULATION OF DISMISSAL
BY ONLY ONE PLAINTIFF:
WILBUR CAVE

By stipulation of all parties hereto, pursuant to Fed.R.Civ.P. 41(a)(1)(ii), plaintiff Wilbur Cave dismisses without prejudice his claims for relief against defendant herein, all other plaintiffs retaining their asserted claims against defendant herein.

BRADFORD S. BAKER

Brad Baker

702 Atlas Life Building
Tulsa, OK 74103
(918) 585-1185

ATTORNEY FOR WILBUR CAVE AND ALL OTHER PLAINTIFFS

CHARLES W. SHIPLEY
STEPHEN E. SCHNEIDER

3401 First National Tower
Tulsa, OK 74103
(918) 582-1720

ATTORNEYS FOR DEFENDANT

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

RANDALL C. VAUGHN and TERRY WESTEMEIR, Plaintiffs,	)	
v.	)	No. 85-C-921-B
SHARP, BAUSCH & COMPANY, a Texas corporation, JOE E. SHARP and ERIC A. BAUSCH, individuals, Defendants.	)	

O R D E R

This matter comes before the Court on Plaintiff Randall C. Vaughn's Motion to Modify Judgment and Application for Attorney's Fees and the Defendants' Contingent Application for Attorney's Fees and to Amend Judgment. The Court, by Judgment entered February 27, 1987, ordered the parties to bear the expenses of their own attorneys' fees incurred in this case. The Court's Judgment was based on the fact that both the Plaintiffs and Defendants were the prevailing parties on different claims in the lawsuit. For the reasons set forth below, the Plaintiff's Motion to Modify Judgment and Application for Attorney's Fees and the Defendants' Contingent Application for Attorney's Fees are denied.

The Plaintiff Randall C. Vaughn moves for attorney's fees herein on the basis of the settlement agreement entered into between Vaughn and Sharp, Bausch & Company. Vaughn relies upon paragraphs 10 through 12 of the settlement agreement in support

of his motion for attorney's fees and asserts that the settlement agreement modified the original partnership agreement to include an attorney's fee for the prevailing party. The Court disagrees and finds that the settlement agreement does not have the effect of incorporating the attorney's fee provision into the Articles of Partnership.

The August 1, 1984 settlement agreement (Defendants' Exhibit No. 2) (at the trial), between Vaughn and Abbott and Sharp, Bausch (signed by Sharp as senior partner), specifically dealt with Vaughn and Abbott partnership rights and obligations as they were rejoining the partnership.[1] The settlement agreement attempts to address disputes that arose when Vaughn and Abbott previously were partners of Sharp, Bausch, speaks to accounting for work done in the interim, and provides for new termination rights for Vaughn and Abbott.

In Paragraph 10 of the settlement agreement and accompanying consent decree, it "... expresses the intention of the parties that the partnership agreement is enforceable in accordance with its terms, without further litigation contesting the validity of its provisions."

Paragraphs 11 and 12 of the settlement agreement (Defendants' Exhibit No. 2) state:

> "11. In the event that legal action should become necessary to enforce any provision of this agreement, the parties hereto agree that the party prevailing in such legal action shall recover his

[1] The defendant Westemeir was not a party to the settlement agreement. Westemeir concedes that he is not entitled to an award of attorney's fees because the Articles of Partnership provided for none.

> attorney fees from the non-prevailing party or parties to such legal action.
>
> "12. This letter contains the entire agreement between us, except as may be otherwise reduced hereafter in writing and signed by each of us. It is specifically represented and warranted by each of us that no representation, agreement, or promise has been made except as set forth herein, and that the absence herein of a representation, agreement, or promise means that it has not been made. This letter constitutes the 'final agreement' referred to in the letter agreement dated July 12, 1984. Except as modified by the terms of this final agreement, the rights and obligations of the parties hereto shall be governed by the terms and provisions of the SBC partnership agreement."

Paragraph 12 specifically limits the settlement to what the parties agree to therein and no more. The Paragraph 11 attorney fee provision refers to "this agreement", meaning the settlement agreement. It does not refer to legal action necessary to enforce the Articles of Partnership.

Although the instant action was commenced by Plaintiffs to have it determined that no partnership existed, the issues presented to the jury centered in an interpretation and determination of the parties' rights under the Articles of Partnership.[2] Basically, this action was one to enforce the rights of the parties under the Articles of Partnership, not under the settlement agreement. The Articles of Partnership have no provision for an award of attorney's fee to the prevailing

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[2] During the trial it became apparent that the plaintiffs originally commenced the action to establish venue in the Northern District of Oklahoma and as a strategy move took the offensive to discourage litigation by Sharp, Bausch & Company to enforce the Articles of Partnership. Plaintiffs achieved the former aim but the latter was unsuccessful as evidenced by the defendants' counterclaim.

party. The limiting language of the settlement agreement above quoted, in the Court's view, prevents Paragraph 11 from being grafted onto and becoming a part of the Articles of Partnership. Had the parties so intended, they should have so stated. (Paragraph 12).

As for the strenous and persistent claim of plaintiff Vaughn that no partnership existed, the evidence was so clear to the contrary that no issue of fact remained in this regard, and the jury was so advised. While Plaintiffs Vaughn and Westemeir lost on the issue of the existence of a partnership, they were the prevailing party on the issues involving the rights and obligations of the parties under the Articles of Partnership.[3] As stated, however, the Articles of Partnership contained no provision for an award of attorney's fee to the prevailing party so none should be awarded herein. Likewise, no statutory basis for an attorney fee award has been asserted under Oklahoma law. In this diversity action, attorney fee entitlement is determined by the law of the forum. See, Frigiquip v. Parker-Hannifin Corp., 75 F.R.D. 605 (D.Okl. 1976).

The Court finds that the issues in this case which arose from the partnership agreement, namely, the status of Vaughn and Westemeir as partners, the applicability of the noncompetition provision, the amounts due under the partnership accounting, and the fiduciary duty claims, were resolved in part in favor of the Plaintiffs and in part for Defendants. Therefore, the Court

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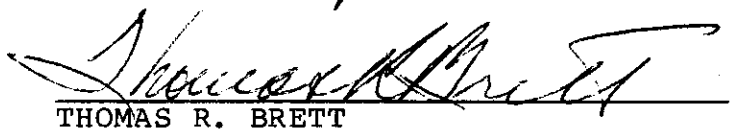
[3] The principal issues involved the enforcement of the covenant not to compete and the partnership capital account balances.

finds that its initial determination that each party should bear responsibility for its own attorney fees was correct and should not be modified.[4] Therefore, the Plaintiff Vaughn's Application for Attorney's Fees in excess of $70,000.00, and the Defendants' Application for Attorney's Fees in the amount of $19,566.72, are overruled.

IT IS SO ORDERED, this 22nd day of Apr., 1987.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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[4] The Court notes that the issue of entitlement to attorney's fees was not raised in the pre-trial order or during trial by either party.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA
CLERK'S OFFICE
UNITED STATES COURT HOUSE
TULSA, OKLAHOMA 74103

JACK C. SILVER
CLERK

(918) 581-7790
(FTS) 736-7790

April 22, 1987

TO: Counsel/Parties of Record

RE: Case # 87-C-226-C
Stowe vs. Prince Rogers Nelson et al

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

> The motion to dismiss filed by the defendants PRN Productions, Inc. and Cavallo Ruffalo & Fargnoli, Ltd for lack of in personam jurisdiction filed on April 3, 1987 is hereby GRANTED. The Court has no record of a response filed by the plaintiffs. Pursuant to Local Rule 14(a), the failure of a party to respond to a motion amounts to a confession and acquiescence of the matter contained therein.

Very truly yours,

JACK C. SILVER, CLERK

By: P. Lunn
Deputy Clerk

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

FORUM INSURANCE COMPANY, Plaintiff, vs. AIR TULSA, INC., d/b/a HANGAR TWO TULSA, AIR TULSA MAINTENANCE, INC. d/b/a BILL'S AIRCRAFT MAINTENANCE, M. ABLE AVIATION, INC., DUBBLE-O-4, and CUSTOM AIRMOTIVE, INC., Defendants.	)	No. 86-C-875-C

JUDGMENT

NOW ON this, the 22nd day of April, 1987, the Court enters judgment of Dismissal Without Prejudice upon its Order of April 7, 1987.

s/H. DALE COOK

HONORABLE H. DALE COOK, CHIEF
UNITED STATES DISTRICT COURT JUDGE

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

LEAD RESOURCES, INC., DRUMMOND PETROLEUM, LTD., MEC, INC., WAYNE MITCHELL, IVA MITCHELL and DAVID SHROFF,	)	
Plaintiffs,	)	
vs.	)	No. 85-C-432-E
SANTA FE-ANDOVER OIL COMPANY and SANTA FE MINERALS, a Division of Santa Fe International Corporation,	)	
Defendants.	)	

STIPULATION ~~FOR~~ OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED by and between counsel for Plaintiffs, LEAD RESOURCES, INC., and DRUMMOND PETROLEUM, LTD., and counsel for defendants, that:

All claims of Lead Resources, Inc., and Drummond Petroleum, Ltd., raised herein shall be dismissed with prejudice as to all parties, pursuant to Fed. R. Civ. P. 41(a).

DATED this 17th day of April, 1987.

Ira L. Edwards, Jr. OBA #2637
C. Raymond Patton OBA #6967
David W. Wulfers OBA #9926
HOUSTON AND KLEIN, INC.
320 S. Boston, Suite 700
Tulsa, Oklahoma 74101
(918) 583-2131
ATTORNEYS FOR PLAINTIFFS,
LEAD RESOURCES, INC., and DRUMMOND PETROLEUM, LTD.

Fred S. Nelson
Donald L. Kahl
Susan L. Jackson
HALL, ESTILL, HARDWICK, GABLE,
GOLDEN & NELSON, P.C.
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74172
(918) 588-2700

ATTORNEYS FOR DEFENDANTS,
SANTA FE-ANDOVER OIL COMPANY
and SANTA FE MINERALS, a division
of SANTA FE INTERNATIONAL
CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA
CLERK'S OFFICE
UNITED STATES COURT HOUSE
TULSA, OKLAHOMA 74103

JACK C. SILVER
CLERK

(918) 581-779
(918) 736-779

April 22, 1987

TO: Counsel/Parties of Record

RE: Case # 86-C-635-C
Wright vs. Town of Adair

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

Defendants' motion for summary judgment filed on March 6, 1987 regarding plaintiff's claim for alleged violation of the Fair Labor Standards Act is hereby GRANTED. The Court has no record of a response filed by the plaintiff. Pursuant to Local Rule 14(a), the failure of a party to respond to a motion amounts to a confession and acquiescence of the matter contained therein.

Very truly yours,

JACK C. SILVER, CLERK

By: P. Jones
Deputy Clerk

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
vs.	)	
ROBERT H. HENRY,	)	
Defendant.	)	CIVIL ACTION NO. 86-C-1150-C

DEFAULT JUDGMENT

This matter comes on for consideration this 22nd day of April, 1987, 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, Robert H. Henry, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Robert H. Henry, acknowledged receipt of Summons and Complaint on January 16, 1987. 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,

Robert H. Henry, for the principal sum of $1,673.60, less credits of $204.00, plus $744.45 interest computed at 15.05 percent through July 1, 1986, and $22.97 administrative costs, until judgment, plus interest thereafter at the current legal rate of _____ percent per annum until paid, plus costs of this action.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

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

GRAND RIVER DAM AUTHORITY, a governmental agency, a body politic and corporate, Plaintiff,	)	
vs.	)	
McGRAW-EDISON COMPANY, National Electric Coil Division, a Delaware corporation, Defendant.	)	No. 86-C-613-C

FILED
APR 22 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER FOR DISMISSAL

UPON the parties' Joint Stipulation for Dismissal with Prejudice, filed herein on April 20, 1987,

IT IS ORDERED that this case, the Complaint filed herein, and all claims that were stated in such Complaint shall be and are hereby dismissed with prejudice, each party to bear its own costs, expenses, and attorneys' fees.

DATED this 21 day of April, 1987.

(Signed) H. Dale Cook

United States District Judge

Prepared and submitted by:

Douglas L. Inhofe

CONNER & WINTERS
2400 First National Tower
Tulsa, Oklahoma 74103
(918) 586-5711

Attorneys for Defendant
McGRAW EDISON COMPANY

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

CARLOS AYALA,	)	
Plaintiff,	)	
vs.	)	NO. 86-C-639-B
OKLAHOMA BEVERAGE COMPANY,	)	
Defendant.	)	

FILED

APR 22 1987

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

ORDER

This matter came before the Court on the 20th day of April, 1987, for jury trial. Plaintiff appeared not; Defendant appeared by and through its attorney of record, Kathy R. Neal, of Doerner, Stuart, Saunders, Daniel & Anderson.

On March 16, 1987, this matter was called for jury trial and both sides announced they were ready to proceed.

On March 24, 1987, the parties appeared for trial and at the beginning of the case Plaintiff expressed his desire to obtain new counsel before proceeding with the trial. To facilitate Plaintiff's request, the Court allowed Plaintiff four options: (1) to go forward with the trial with his present counsel; (2) to proceed pro se in the matter; (3) to dismiss the case with prejudice; and (4) to continue the trial until April 20, 1987, on the condition that Plaintiff would pay the costs incurred by the Court in assembling the jury and the attorney's fees of the Defendant's attorneys for their presence on the trial date and the week previous when Plaintiff appeared in person and announced ready for trial. After consideration, Plaintiff selected option (4) and agreed to pay the jury costs and Defendant's attorney fees

in the amount of $1,037.00, on or before April 1, 1987, as a condition for continuing the case to the next trial docket, April 20, 1987.

On March 30, 1987, Plaintiff filed an Application for Payout of Costs in which he asked for a time table in which to pay the amount of $1,037.00 at the rate of $100.00 per month commencing April 1, 1987, until the amount was paid in full. By Order dated April 7, 1987, this Court overruled Plaintiff's Application for Payout of Costs and ordered that Plaintiff should pay $1,037.00 to the Clerk of the Court on or before April 13, 1987, or the above entitled action would be dismissed with prejudice.

Plaintiff has failed to pay the sum of $1,037.00 and failed to appear at the jury docket call on this date. In keeping with the previous Orders of this Court, Plaintiff's cause of action is hereby dismissed with prejudice for failure to prosecute.

IT IS SO ORDERED this 23rd day of April, 1987.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

APR 22 1987

Jack C. Silver, Clerk
U.S. District Court

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

SCOTT MARTIN, TRUSTEE; and CANADIAN COMMERCIAL BANK, a banking corporation, Plaintiffs,	)	NO. 85-C-977-C
-vs-	)	
PACIFIC INSURANCE COMPANY, Defendant.	)	

JUDGMENT

In accordance with the Findings of Fact and Conclusions of Law dictated into the record on April 15, 1987, it is adjudged that plaintiff take nothing; that the action be dismissed on the merits; and that the defendant recover of the plaintiff, Scott Martin, Trustee, its costs.

JUDGMENT ENTERED: April 22, 1987.

s/H. DALE COOK

H. DALE COOK,
UNITED STATES DISTRICT JUDGE

APPROVED:

William C. Kellough

WILLIAM C. KELLOUGH
of Boone, Smith, Davis & Hurst
ATTORNEYS FOR PLAINTIFF,
SCOTT MARTIN, TRUSTEE

Clarence P. Green

CLARENCE P. GREEN
of Green, James, Williams & Elliott
ATTORNEYS FOR DEFENDANT,
PACIFIC INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA
CLERK'S OFFICE
UNITED STATES COURT HOUSE
TULSA, OKLAHOMA 74103

JACK C. SILVER
CLERK

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

April 22, 1987

TO: Counsel/Parties of Record

RE: Case # 87-C-226-C
Stowe vs. Prince Rogers Nelson et al

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

The motion to dismiss filed by the defendants PRN Productions, Inc. and Cavallo Ruffalo & Fargnoli, Ltd for lack of in personam jurisdiction filed on April 3, 1987 is hereby GRANTED. The Court has no record of a response filed by the plaintiffs. Pursuant to Local Rule 14(a), the failure of a party to respond to a motion amounts to a confession and acquiescence of the matter contained therein.

Very truly yours,

JACK C. SILVER, CLERK

By: P. Jones
Deputy Clerk

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

STATE FARM AUTOMOBILE INSURANCE COMPANY,	)	
Plaintiff,	)	
vs.	)	No. 85-C-1142-E
MELISSA GREER AND FRANK GREER,	)	
Defendants.	)	

JUDGMENT

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

IT IS ORDERED AND ADJUDGED that the Plaintiff State Farm Automobile Insurance Company recover declaratory judgment against the Defendants Melissa Greer and Frank Greer, that the Plaintiff has no liability under the uninsured motorist policies in question for injuries suffered by Defendant Melissa Greer. Plaintiff State Farm Automobile Insurance Company is also awarded its costs of action.

DATED at Tulsa, Oklahoma this 21st day of April, 1987.

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

9

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 21 1987

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

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
vs.	)	
JIM G. MILLSAP,	)	
Defendant.	)	CIVIL ACTION NO. 86-C-837B

ORDER OF DISMISSAL

Now on this 21 day of April, 1987, 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, Jim G. Millsap, be and is dismissed without prejudice.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

04-17-86
EWW:kd
OBA # 9824

FILED

APR 21 1987

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

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

MAVIS COMPTON, Plaintiff,	)	
vs.	)	Case No. 86-C-671-B
RED DEVIL, INC., a New Jersey corporation, Defendant.	)	

ORDER OF DISMISSAL WITH PREJUDICE

Now on this 21st day of April, 1987, upon consideration of the joint motion for dismissal with prejudice filed by the parties hereto,

IT IS HEREBY ORDERED that the above styled and numbered cause of action be and the same is hereby dismissed with prejudice and that each party bear their own attorney's fees except as provided in the settlement agreement entered into between the parties.

S/ THOMAS R. BRETT

U. S. District Judge

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

TERRY and SHIRLEY HACKLER,	)	
Petitioners,	)	No. 87-C-51-B
v.	)	
UNITED STATES OF AMERICA,	)	
Respondent.	)	

O R D E R

This matter comes before the Court on the Respondent's Motion to Dismiss and to Enforce Summons. For the reasons set forth below, the Motion is sustained.

Petitioners seek to quash summons issued by the Internal Revenue Service seeking information from Citizens Security Bank and Mid-America Savings & Loan concerning the Petitoners' bank statements and other records for the years 1983, 1984 and 1985. Petitioners challenge the summons on the grounds, inter alia, that the summons were not issued for a proper purpose and that the Petitioners are not taxpayers for purposes of the Internal Revenue Code.

After review of the pleadings and Affidavit submitted by the Respondent herein, the Court concludes that the Petition to Quash Summons is without merit. The Internal Revenue Service has authority to issue summons pursuant to 26 U.S.C. §7602. The record establishes that the I.R.S. has complied with the requirements for a summons herein. See, U.S. v. Powell, 379 U.S. 48 (1964). The Affidavit of Revenue Agent Joseph R. Pezzullo establishes that the Powell criteria have been met. The Court finds Petitioners' contentions that they are not taxpayers

for purposes of the Internal Revenue Code, that the summons at issue was not issued for a proper purpose and was not properly served, and that Petitioners were not afforded a formal hearing to determine if they are subject to the jurisdiction of the Internal Revenue Service wholly without merit. This Court has rejected the same and similar arguments in previous cases. E.g., B. Michael Harrall v. United States of America, No. 86-C-152-B (N.D.Okla. August 27, 1986); Barry J. Crites and Tyra K. Crites v. United States, No. 86-C-719-B (N.D.Okla. November 5, 1986). Accordingly, the Petition to Quash is denied. Respondent's Motion to Dismiss is sustained and Citizens Security Bank and Mid-America Savings and Loan are hereby ordered to comply with the summons.

IT IS SO ORDERED, this 21st day of April, 1987.

IT IS FURTHER ORDERED that costs associated with this action shall be assessed against the Petitioners.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

UNITED STATES POLLUTION CONTROL, INC., an Oklahoma corporation, Plaintiff,	)	
vs.	)	No. 86-C-737-C
KERR GLASS MANUFACTURING CORPORATION, a Delaware corporation, Defendant.	)	

Stipulation of

DISMISSAL WITH PREJUDICE

Plaintiff United States Pollution Control, Inc., hereby dismisses the above-captioned case, with prejudice, each party to bear its own costs and attorneys fees.

Dated: April 21, 1987

By its attorney,

Randall S. Pickard
J. RICHARD STUDENNY & ASSOCIATES
Utica Tower Building, Suite 1200
1924 South Utica
Tulsa, Oklahoma 74104
(918) 747-3611

Assented to:

William E. Hughes
DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON
1000 Atlas Life Building
Tulsa, Oklahoma 74103
(918) 582-1211

Attorney for Defendant

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

JANE PHILLIPS EPISCOPAL HOSPITAL, INC. d/b/a JANE PHILLIPS EPISCOPAL MEMORIAL MEDICAL CENTER,	)	
Plaintiff,	)	
vs.	)	No. 86-C-1-E
OTIS R. BOWEN, M.D., IN HIS OFFICIAL CAPACITY AS SECRETARY OF THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES,	)	
Defendant.	)	

JUDGMENT

This matter having come before the Honorable James O. Ellison, United States District Judge, for hearing, and the Court having determined the issues in favor of the Plaintiff and against the Defendant,

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Jane Phillips Episcopal Hospital, Inc. d/b/a Jane Phillips Episcopal Memorial Medical Center, recover judgment against the Defendant, Otis R. Bowen, M.D., in his official capacity as Secretary of the United States Department of Health and Human Services, and that Plaintiff be accorded sole community provider status under 42 C.F.R. §405.460(e)(1).

DATED this 21st day of April, 1987.

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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Entered

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

HELEN LEVINE AND ISIDORE LEVINE, Plaintiffs, vs. TRADE WINDS MOTOR HOTEL EAST, INC., d/b/a TRADE WINDS CENTRAL INN, Defendant.	)	Case No. 86-C-426-E

ORDER

This case came on for hearing on the 15th day of April, 1987. The Court, after hearing statements of counsel finds that Trade Winds Motor Hotel East, Inc., d/b/a Trade Winds Central Inn, is hereby reinstated as Defendant and that all prior orders in conflict herewith are withdrawn and set aside. That Defendant, Trade Winds Motor Hotel East, Inc., d/b/a Trade Winds Central Inn, agrees to such order and enters its appearance without the necessity of further service of summons and that the statute of limitations, if it be a defense, is waived. That Trade Winds Central Motor Inn, Inc., is not a proper party and is hereby dismissed without prejudice. That Plaintiffs' application for sanctions is passed until further order of the Court.

S/ JAMES O. ELLISON

JUDGE

APPROVED AS TO FORM AND SUBSTANCE

Robert L. Shepherd, Attorney for Plaintiffs

Joe Paulk, Attorney for Defendant, Trade Winds Motor Hotel East, Inc. d/b/a Trade Winds Central Inn

mdl (86-132)