

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

FILED

RONALD A. SPELMAN, et al.,)
)
Plaintiffs,)
)
v.)
)
THE F&M BANK AND TRUST)
COMPANY, et al.,)
)
Defendants.)

JUL 20 1987

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

Case No. 80 C 106-Bt

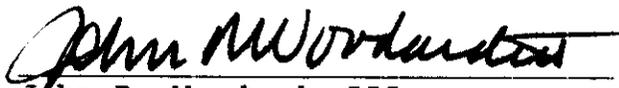
**ORDER OF DISMISSAL
WITH PREJUDICE**

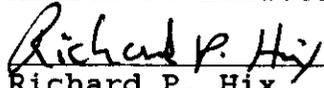
There comes on for consideration the Motion to Dismiss pursuant to Rule 41(a)(2), Federal Rules of Civil Procedure, of the Defendants, Andrew J. Haswell, J. Dell Gordon and Prudential-Bache Securities, Inc. The Court being fully advised and for good cause shown finds that the Cross-Complaint of Andrew J. Haswell and J. Dell Gordon as against Prudential Bache Securities, Inc., and the Cross-Complaint of Prudential-Bache Securities, Inc., as against Andrew J. Haswell and J. Dell Gordon should be dismissed with prejudice, each party to bear respective costs and attorney's fees as against one another.

IT IS SO ORDERED.

DATED this 20th day of July, 1987.


Thomas R. Brett
UNITED STATES DISTRICT JUDGE


John R. Woodard, III
One of the attorneys for
Andrew J. Haswell and J. Dell Gordon


Richard P. Hix
One of the Attorneys for
Prudential-Bache Securities, Inc.

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

FILED
JUL 20 1987 A

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

SHELTER MUTUAL INS. COMPANY,)
)
Plaintiff,)
)
vs.)
)
CARL GOURLEY and RICHARD)
GLEN WHITTINGTON,)
)
Defendants.)

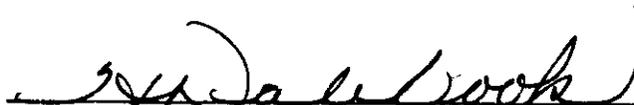
No. 86-C-1005-C ✓

J U D G M E N T

This matter came before the Court upon the parties' cross motions for summary judgment. The issues having been duly considered and a decision having been duly rendered in accordance to the Court's Order filed simultaneously herein,

IT IS SO ORDERED AND ADJUDGED that the plaintiff, Shelter Mutual Insurance Company, is entitled to judgment over and against the defendant, Richard Glen Whittington, on plaintiff's claim for declaratory judgment.

IT IS SO ORDERED this 20th day of July, 1987.


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

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

F I L E D

LONE STAR INDUSTRIES, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
vs.)
)
BARTLESVILLE READY-MIX, INC.,)
an Oklahoma corporation,)
)
Defendant.)

JUL 20 1987

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

No.87-C-284-B

JOURNAL ENTRY OF JUDGMENT

THIS MATTER, coming on to be heard before the Court this 17 day of July, 1987, upon the Motion for Summary Judgment of the Plaintiff, on file herein. And, the Court, having examined the file and having considered the admissions of the Defendant as contained in its Amended Answer, finds:

That this Court has jurisdiction of the subject matter and the parties to this action.

That on the 1st day of June, 1986, the Defendant, Bartlesville Ready-Mix, Inc., for good and valuable consideration, made, executed and delivered to the Plaintiff its promissory note in writing on that date, whereby Defendant promised to pay the Plaintiff the sum of One Hundred Four Thousand Five Hundred Thirty-Nine and 85/100 Dollars (\$104,539.85) with interest thereon at the rate of eleven and one-half percent (11 1/2%) per annum, payable monthly, until paid.

That the Defendant herein has failed, neglected and refused to pay said note according to the terms thereof, and there is due

on said note to this Plaintiff the sum of Eighty-Nine Thousand Five Hundred Thirty-Nine and 85/100 Dollars (\$89,539.85) together with interest thereon from the 20th day of June, 1986, to and including June 30, 1987, in the sum of Ten Thousand Five Hundred Seventy-Nine and 18/100 Dollars (\$10,579.18).

That according to the terms of said note, the said Defendant agreed to pay the Plaintiff a reasonable attorney's fee in the event the said note was placed in the hands of an attorney for collection; and, the Court finds that Plaintiff should be awarded the sum of ^{One} ~~Two~~ Thousand ~~Five Hundred~~ Dollars (~~\$2,500.00~~), a reasonable attorney fee for services rendered by Plaintiff's attorney herein. ^{\$1,000.00 KDB/PEZ}

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have and recover of and from the Defendant, on Plaintiff's First Claim herein, Judgment in the sum of One Hundred Thousand One Hundred Nineteen and 03/100 Dollars (\$100,119.03), together with interest thereon at the rate of eleven and one-half percent (11 1/2%) per annum from and after June 30, 1987, until paid, together with a reasonable attorney fee of ^{One} ~~Two~~ Thousand ~~Five Hundred~~ Dollars (~~\$2,500.00~~) and all costs of this action, for all of which let execution issue. ^{\$1,000.00 KDB/PEZ}

THE COURT FURTHER FINDS that the Defendant is indebted to the Plaintiff, on Plaintiff's Second Claim, for materials sold and delivered to the Defendant between the 5th day of September, 1986, and the 6th day of January, 1987, in the sum of Thirty-two Thousand Three Hundred Thirteen and 02/100 Dollars (\$32,313.02), together with interest thereon at the statutory rate of six

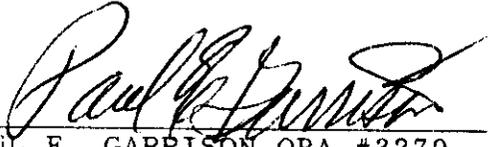
percent (6%) from and after February 10, 1987, in the sum of Seven Hundred Fifty-three and 97/100 Dollars (\$753.97) to and including June 30, 1987.

That the Plaintiff is entitled to recover of and from the Defendant a reasonable attorney fee for services rendered herein, said action being upon open account. And, the Court finds that the sum of One Thousand ^{Dollars} ~~Two Hundred Fifty~~ ^{000 KDB/PA} (\$1,250.00) is a reasonable attorney fee for services rendered herein by Plaintiff's attorneys.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have and recover, of and from the Defendant herein, on Plaintiff's Second Claim, Judgment in the sum of Thirty-three Thousand Sixty-six and 99/100 Dollars (\$33,066.99), with interest thereon at the statutory rate and all costs expended, for all of which execution issue.

S/ THOMAS R. BRETT
THOMAS R. BRETT, United States
District Judge

APPROVED AS TO FORM:



PAUL E. GARRISON OBA #3270
Galleria Tower One, Suite 720
7130 South Lewis Avenue
Tulsa, Oklahoma 74136
(918) 494-6868

ATTORNEY FOR PLAINTIFF

GARRISON, BROWN, CARLSON & BUCHANAN

BY: 

KEVIN D. BUCHANAN
P.O. Box 1217
Bartlesville, OK 74003
(918) 336-2520

ATTORNEYS FOR DEFENDANT

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

EXECUTIVE OFFICE NETWORK, INC.,)
a California Corporation,)
)
Plaintiff,)
)
vs.)
)
HQT, INC., an Oklahoma Corpora-)
tion and ROSE ROCK GAS MARKET-)
ING)
GROUP, INC., an Oklahoma)
Corporation,)
)
Defendants.)

Case No. 86-C-446-BT ✓

FILED

JUL 20 1987

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

ADMINISTRATIVE CLOSING ORDER

The Parties having agreed to a structured settlement to be administered by U.S. Magistrate John Leo Wagner 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 or Magistrate Wagner 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 60 days of a final adjudication of the structured settlement, the parties or Magistrate Wagner have not reopened for the purpose of obtaining a final determination herein, this action shall be dismissed with prejudice.

IT IS SO ORDERED this 17th day of July, 1987.


UNITED STATES DISTRICT JUDGE
THOMAS R. BRETT

274

entered

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

DONALD H. RUGGLES,)
)
 Plaintiff,)
)
 v.)
)
 FRANK THURMAN, Tulsa County)
 Sheriff, and Tulsa County)
 Deputy DON DIXON,)
)
 Defendants.)

86-C-984-C

FILED

JUL 20 1987

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

ORDER

The Court has for consideration the Findings and Recommendation of the Magistrate filed July 1, 1987, in which the Magistrate recommended that defendant Thurman's motion to dismiss be granted, and that defendant Dixon's motion to dismiss be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that defendant Thurman's motion to dismiss plaintiff's civil rights complaint under 42 U.S.C. §1983 is granted.

It is further Ordered that defendant Dixon's motion to dismiss plaintiff's civil rights complaint under 42 U.S.C. §1983 is denied.

Dated this 20 day of July, 1987.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

entered

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

FILED

JUL 20 1987

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

SHELTER MUTUAL INS. COMPANY,)
)
Plaintiff,)
)
vs.)
)
CARL GOURLEY and RICHARD)
GLEN WHITTINGTON,)
)
Defendants.)

No. 86-C-1005-C

O R D E R

Now before the Court for its consideration are motions for summary judgment brought by the plaintiff, Shelter Mutual Insurance Company, and defendant Richard Glen Whittington. The parties have briefed the issues raised in both motions, and the Court having reviewed the briefs and pleadings, is now ready to render its decision.

This action arises out of an accidental shooting of defendant Whittington in November, 1984, at the Gay 90's Lounge, which was owned by defendant Carl Gourley. Whittington was shot by a third party, who is not a party to this action. Whittington filed an action against Gourley in the state district court in Tulsa, alleging that Gourley was negligent in permitting his bar manager at the Gay 90's Lounge to keep a gun where customers of the bar had access to it. The jury found Gourley liable for damages to Whittington for such negligence. It is undisputed

that the gun did not belong to Gourley, and that Gourley was not present at the bar at the time of the shooting. It is also undisputed that the person shooting Whittington was not an employee or agent of Gourley's at the time of the shooting.

Plaintiff is an insurance corporation that issued a homeowners policy in April, 1983 to Gourley on his residence, a mobile home in Coweta, Oklahoma. In October, 1986, Whittington attempted to collect his judgment by garnishing plaintiff through the state courts in Tulsa, after Gourley filed a bankruptcy petition in January, 1986, creating an automatic stay upon Whittington's efforts to collect his judgment against Gourley personally. This action was filed by plaintiff in November, 1986, to obtain from the Court a declaration of plaintiff's obligations to Whittington under Gourley's homeowners policy.

The parties' statements of the facts are not in dispute. Essentially, the parties differ over whether certain exclusionary clauses in Gourley's homeowners policy are applicable to the facts. When the sole issue confronting the Court is the application of the contract or policy provisions to the facts, summary judgment is an appropriate resolution of the matter by the Court. Rigsby v. Mutual of New York, 331 F.2d 353, 354 (10th Cir. 1964).

The Insuring Agreement to Gourley's homeowners policy contained the following exclusion clause:

- VIII.B. Coverages D, E, and F do not apply:
 - 1.a. to any business pursuits of an insured, except under Coverages D and E, activities therein which are ordinarily incident to non-business pursuits,

- b. to the rendering of any professional service or the omission thereof, or
- c. to any act or omission in connection with premises, other than as defined, which are owned, rented, or controlled by an insured, but this subdivision does not apply with respect to bodily injury to a residence employee arising out of and in the course of his employment by the insured.

While the parties have debated the applicability of the "business pursuits" exclusionary language in subsection B.1.a, it appears to the Court that an obvious resolution lies in subsection VIII.B.1.c, and in focusing on the premises covered by the homeowners policy. "Premises" are defined in subsection I.B. of the Insuring Agreement as those "owned or rented to the insured on which the described mobile home is located and which are usual or incidental to its use as a dwelling." "Premises" are also defined in subsection II.B.3.a for purposes of coverages D and E, to include "all premises where the named insured or his spouse maintain a residence and includes private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except business property and farms"

The Insuring Agreement plainly states an intention to extend coverage only to premises on which Gourley resides, and not to those premises on which he operates a business. Thus, no coverage under Gourley's homeowners policy is provided to any "act or omission" occurring in connection with Gourley's business, the Gay 90's Lounge. Whittington's pleadings in this action make no claim involving an act or omission in connection with Gourley's

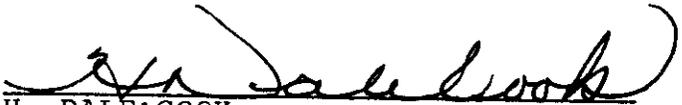
residence in Coweta, Oklahoma. Rather, Whittington's claim is against Gourley in connection with Gourley's negligence in the operation of his business. The incident from which this action arises occurred at Gourley's business, rather than his residence. The restriction of coverage to Gourley's residence by the exclusion clause in his homeowners policy, when applied to the undisputed facts in this action, clearly excludes Whittington's claims from coverage.

Other courts, confronted by similar exclusionary language in a homeowners policy, have likewise found no coverage under the policy for accidents occurring on premises outside the defined residential site. The Supreme Court of Louisiana found an identically worded "premises" exclusion in the defendant's homeowners policy to apply to the accidental shooting of the plaintiff at the defendant's business, thereby excluding coverage of the plaintiff's claims. Jackson v. Lajuanie, 270 So.2d 859 (La. 1973). In McDougall v. Hartford Fire Insurance Co., 485 P.2d 902 (Idaho 1971), the Idaho Supreme Court determined that an identically worded "premises" exclusions clause denied coverage under the defendant's homeowners policy for a claim arising out of the defendant's operation of an apartment complex in which the defendant did not reside. Id. at 904. Similarly, the Eighth Circuit found no coverage under a virtually identical exclusion clause in a defendant's homeowners policy for a laborer injured on the construction site of a new house being built for the defendant policyholder on a separate tract of land. Roth v. Western Assurance Company, 308 F.2d 771 (8th Cir. 1962). The

Eighth Circuit reasoned that the defendant was not then using the house under construction as a residence and therefore the new house was excluded from coverage under the homeowners policy. Id. at 774.

Accordingly, the Court finds that the homeowners policy, issued to defendant Carl Gourley by plaintiff Shelter Mutual Insurance Company, excludes from coverage claims such as that made by defendant Richard Glen Whittington, which have no connection to the policyholder's residential property. Therefore, it is the Order of the Court that the motion for summary judgment by the plaintiff, Shelter Mutual Insurance Company, is GRANTED, and the motion for summary judgment by the defendant, Richard Glen Whittington, is DENIED.

IT IS SO ORDERED this 20th day of July, 1987.


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

entered copy

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

BOBBY RAY BEAR,)
)
 Plaintiff,)
)
 v.)
)
 DONALD WOOD, KEN STAFFORD,)
 PERRY JOE LOWELL, JOHN)
 DOES I-V, CITY OF BRISTOW,)
 BOARD OF COUNTY COMMIS-)
 SIONERS OF CREEK COUNTY,)
 and STATE OF OKLAHOMA,)
)
 Defendants.)

87-C-42-C

FILED

JUL 20 1987

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

ORDER

Now before the court is defendants' objection to the Magistrate's Order of July 1, 1987, in which the Magistrate granted the pro se plaintiff additional time to respond to various pending motions.

Defendants contend that the extension of plaintiff's response time was improper because Local Rule of the Northern District of Oklahoma 14(a) designates a mandatory ten-day time for filing responses to pending motions.

All litigants, including pro se litigants, are obligated to follow the procedural rules of the court. This, however, presumes that litigants are given a fair opportunity to learn the rules and obey them before sanctions will be imposed. See, Joplin v. Southwestern Bell Telephone Co., 671 F.2d 1274 (10th Cir. 1982).

Citing 28 U.S.C. §636(b)(1)(A), defendants further contest the Magistrate's jurisdiction to hearing defendants' motions to dismiss. Defendants quote the language of §636(b)(1)(A) which

states that: "a judge may designate a magistrate to hear and determine any pretrial matter pending before the court, except a motion ... to dismiss"

The motions in this case were referred to the Magistrate for findings and recommendations, not for determination. Such procedure is fully in compliance with 28 U.S.C. §636(b)(1)(B), which states:

(B) a judge may also designate a magistrate to conduct hearings, including evidentiary hearings, and to submit to a judge of the court proposed findings of fact and recommendations for the disposition, by a judge of the court, of any motion excepted in subparagraph (A)

It is therefore ordered that defendants' objection to the Magistrate's Order of July 1, 1987 be denied.

Dated this 20th day of July, 1987.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

FILED

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

JUL 20 1987

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

SHELTER MUTUAL INS. COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 CARL GOURLEY and RICHARD)
 GLEN WHITTINGTON,)
)
 Defendants.)

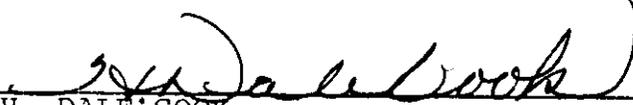
No. 86-C-1005-C

J U D G M E N T

This matter came before the Court upon the parties' cross motions for summary judgment. The issues having been duly considered and a decision having been duly rendered in accordance to the Court's Order filed simultaneously herein,

IT IS SO ORDERED AND ADJUDGED that the plaintiff, Shelter Mutual Insurance Company, is entitled to judgment over and against the defendant, Richard Glen Whittington, on plaintiff's claim for declaratory judgment.

IT IS SO ORDERED this 20th day of July, 1987.


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

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

FILED

JUL 20 1987

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

JAMES R. STUNKARD, an)
Individual, STUNKARD-)
PARKER PRODUCTIONS, INC.,)
an Oklahoma corporation,)

Plaintiffs,)

vs.)

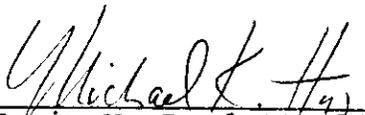
No. 87-C-67-C

ROLAND MARTIN ENTERPRISES, INC.,)
a Florida corporation, and)
ROLAND MARTIN, an Individual,)
and VIDEO SOUTH, INC., a Georgia)
corporation,)

Defendants.)

STUNKARD'S NOTICE OF DISMISSAL AS TO F. RANDALL
VESTALL, INC. D/B/A CINESPORT, INC.

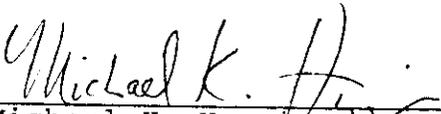
COMES NOW the plaintiff, James R. Stunkard, pursuant to Fed. R. Civ. P. 41, and hereby gives notice of its dismissal of its actions against F. Randall Vestall, Inc., d/b/a Cinesport, Inc., an Arkansas corporation.



Kevin W. Boyd OBA 1022
Michael K. Huggins OBA 4458
Attorneys for Plaintiff
P. O. Box 2888
Tulsa, OK 74101

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the foregoing Notice was mailed this 17th day of July, 1987 to J. Peter Messler, Suite 300, 202 West 8, Tulsa, OK 74119 and Steven J. Balman, 2400 First National Tower, Tulsa, OK 74103 with proper postage prepaid.


Michael K. Huggins

FILED

JUL 20 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.)
)
ROBERT G. HEERS, et al.,)
)
Defendants.)

No. 85-C-~~5~~12-E

JOURNAL ENTRY OF JUDGMENT

Utica National Bank and Trust Company, Plaintiff and Donald A. Smith and Ayna R. Smith, 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 and Trust Company, have judgment on its claim herein against Defendants, Donald A. Smith and Ayna R. Smith, jointly and severally, for the sum of \$18,750.00 with interest thereon from this date until paid at the rate of ten percent (10%) per annum.

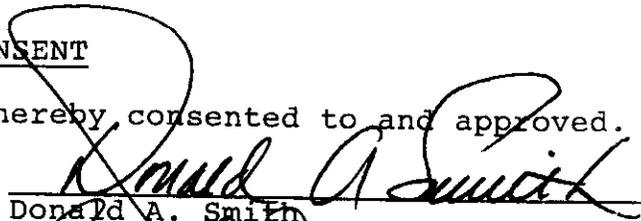
DATED this day of June, 1987.

JAMES C. ELLISON

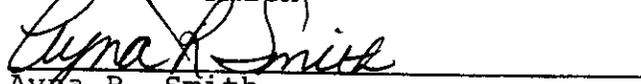
United States District Judge

CONSENT

The foregoing judgment is hereby consented to and approved.

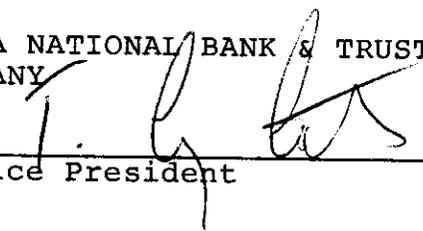


Donald A. Smith



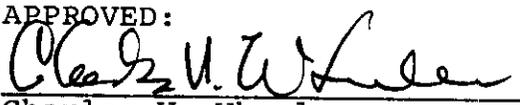
Ayna R. Smith

UTICA NATIONAL BANK & TRUST
COMPANY

By: 

Vice President

APPROVED:



Charles V. Wheeler
Gable & Gotwals
2000 Fourth National Bank Building
Tulsa, Oklahoma 74119

ATTORNEYS FOR PLAINTIFF

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

LINDA GAITHER,

Plaintiff and
Counterdefendant,

vs.

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY,

Defendant,
Counterclaimant
and Third-Party
Plaintiff,

vs.

HAROLD GAITHER,

Third-Party Defendant.

No. 86-C-713-C

F I L E D

JUL 17 1987

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

ORDER OF DISMISSAL

On this 17th day of July, 1987, upon written application of the parties for an order of dismissal with prejudice of the Complaint and all other causes of action, the Court, having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and Third-Party cross-claim and have requested the Court to dismiss all claims with prejudice to any future action, and the Court, being fully advised in the premises, finds that said claims should be dismissed; it is, therefore,

ORDERED, ADJUDGED and DECREED by the Court that all causes of action of the Plaintiff and Third-Party Plaintiff be and the same are hereby dismissed with prejudice to any further action.


UNITED STATES DISTRICT JUDGE

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

FILED

SHANE JAY RUFF,)
)
 Petitioner,)
)
 v.)
)
 DAVID C. MILLER, ATTORNEY)
 GENERAL, State of Oklahoma,)
)
 Respondents.)

JUL 16 1987

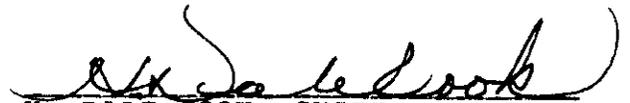
87-C-144-C

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

ORDER

Upon Petitioner's motion to have this case returned to state court to satisfy the exhaustion requirement of 28 U.S.C. §2254(b)(c), it is hereby ordered that this case be and is hereby dismissed without prejudice.

It is so ordered this 15th day of July, 1987.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DAVID JONATHAN SCOFIELD; WANDA)
 SCOFIELD; RICHARD E. MERREL;)
 COUNTY TREASURER, Tulsa County,)
 Oklahoma; and BOARD OF COUNTY)
 COMMISSIONERS, Tulsa County,)
 Oklahoma,)
)
 Defendants.)

FILED

JUL 16 1987

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

CIVIL ACTION NO. 86-C-908-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15 day
of July, 1987. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Peter Bernhardt, Assistant United States
Attorney; the Defendants, County Treasurer, Tulsa County,
Oklahoma, and Board of County Commissioners, Tulsa County,
Oklahoma, appear by Doris L. Fransein, Assistant District
Attorney, Tulsa County, Oklahoma; and the Defendants, David
Jonathan Scofield, Wanda Scofield, and Richard E. Merrel,
appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendants, David Jonathan Scofield
and Wanda Scofield, acknowledged receipt of Summons and Complaint
on October 2, 1986; that Defendant, Richard E. Merrell,
acknowledged receipt of Summons and Complaint on June 17, 1987;
that Defendant, County Treasurer, Tulsa County, Oklahoma,

acknowledged receipt of Summons and Complaint on October 3, 1986; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on October 3, 1986.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on October 10, 1986; that the Defendants, David Jonathan Scofield and Wanda Scofield, have failed to answer and their default has been entered by the Clerk of this Court on January 27, 1987; and that the Defendant, Richard E. Merrel, has failed to answer and his default has been entered by the Clerk of this Court on July 10, 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 Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Eighteen (18), Block Five (5) MIDWAY
ADDITION to Tulsa, Tulsa County, State of
Oklahoma, according to the recorded Plat
thereof.

The Court further finds that on April 23, 1984, the Defendant, David Jonathan Scofield, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, his mortgage note in the amount of \$25,000.00, 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 Defendant, David Jonathan Scofield, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated April 23, 1984, covering the above-described property. Said mortgage was recorded on April 26, 1984, in Book 4785, Page 1721, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, David Jonathan Scofield, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, David Jonathan Scofield, is indebted to the Plaintiff in the principal sum of \$25,419.77, plus interest at the rate of twelve and one-half percent (12.5%) per annum from December 1, 1985 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

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

The Court further finds that the Defendants, Wanda Scofield and Richard E. Merrel, are in default and have no right, title, or interest in the subject real property.

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

David Jonathan Scofield, in the principal sum of \$25,419.77, plus interest at the rate of twelve and one-half percent (12.5%) per annum from December 1, 1985 until judgment, plus interest thereafter at the current legal rate of 6.64 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, Wanda Scofield, Richard E. Merrel, and County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, David Jonathan Scofield, 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.

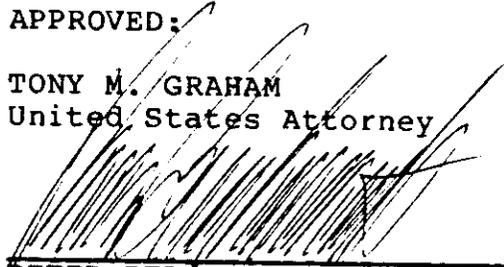
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


PETER BERNHARDT
Assistant United States Attorney


DORIS L. FRANSEIN
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

PB/css

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

FILED

JUL 15 1987

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

KATHI EVANS MCKINLEY,)
)
 Plaintiff,)
)
 vs.) No. 87-C-445-C
)
)
 TELEX COMPUTER PRODUCTS,)
 INC.,)
)
 Defendant.)

STIPULATED ORDER

The Court has for its consideration the Joint Application to Enter Order of Dismissal with Prejudice filed by the parties herein. For good cause shown, and the lack of objection by either party, it is hereby

ORDERED that the Petition and claims of Plaintiff, Kathi Evans McKinley, against the Defendant, Telex Computer Products, Inc., are hereby dismissed with prejudice, each party to bear its own fees and costs.

(Signed) H. Dale Cook
H. DALE COOK, CHIEF JUDGE
UNITED STATES DISTRICT COURT

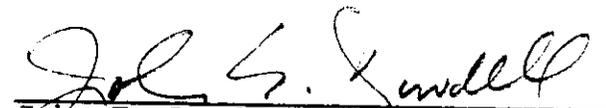
APPROVED AS TO FORM:



Lawrence D. Taylor, Esq.

Suite 230
2642 E. 21st Street
Tulsa, Oklahoma 74114
(918) 749-9131

Attorney for Plaintiff,
Kathi Evans McKinley



John E. Dowdell, Esq.

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

Attorneys for Defendant,
Telex Computer Products, Inc.

RWH/SFC/lc
07/01/87

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

F I L E

JUL 15 1987

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

LAURA L. KINCAID,)

Plaintiff,)

vs.)

No. 86-C-462-C

DEBORAH MARIE MILTON, an individual;)

JOHN STEPHEN EASTMAN, an individual;)

and STEAMATIC CARPET CLEANERS OF)

TULSA, INC., an Oklahoma corporation,)

Defendants.)

ORDER

COMES NOW the Plaintiff and dismisses the above-captioned cause with prejudice to further litigation pertaining to all matters involved therein, and states that a compromise settlement covering all claims involved in the above-captioned cause has been made between the parties.


U.S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

JUL 15 1987

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
vs.)
)
KENNETH H. COATS; LINDA M.)
COATS; JACKIE L. PETTY;)
GLADYS A. PETTY; CENTURY BANK;)
COUNTY TREASURER, Tulsa County,)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Tulsa County,)
Oklahoma,)
)
Defendants.)

CIVIL ACTION NO. 87-C-211-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15th day
of July, 1987. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney; the Defendants, County Treasurer, Tulsa County,
Oklahoma, and Board of County Commissioners, Tulsa County,
Oklahoma, appear by Doris L. Fransein, Assistant District
Attorney, Tulsa County, Oklahoma; the Defendant, Century Bank,
appears by its attorney Novell J. Wilson, but has previously
filed its Disclaimer; and the Defendants, Kenneth H. Coats,
Linda M. Coats, Jackie L. Petty, Gladys A. Petty, appear not, but
make default.

The Court being fully advised and having examined the
file herein finds that the Defendant, Kenneth H. Coats, was
served with Summons and Complaint on May 28, 1987; that
Defendant, Linda M. Coats, was served with Summons and Complaint
on May 12, 1987; that Defendants, Jackie L. Petty and Gladys A.

Petty, were served with Summons and Complaint on May 19, 1987; that Defendant, Century Bank, acknowledged receipt of Summons and Complaint on March 27, 1987; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on March 30, 1987; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on March 27, 1987.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on April 16, 1987; that Defendant, Century Bank, filed its Disclaimer herein on April 6, 1987; and that the Defendants, Kenneth H. Coats, Linda M. Coats, Jackie L. Petty, and Gladys A. Petty, 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:

Lot One (1), Block Twenty-three (23), of Blocks Nine (9) through Thirty (30), both inclusive, LOUISVILLE HEIGHTS ADDITION to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the Recorded Plat thereof.

The Court further finds that on April 30, 1984, Kenneth H. Coats and Linda M. Coats 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 \$44,000.00, 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, Kenneth H. Coats and Linda M. Coats executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated April 30, 1984, covering the above-described property. Said mortgage was recorded on May 1, 1984, in Book 4786, Page 1817, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Kenneth H. Coats and Linda M. Coats, 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, Kenneth H. Coats and Linda M. Coats, are indebted to the Plaintiff in the principal sum of \$44,300.60, plus interest at the rate of twelve and one-half percent (12.5%) per annum from May 1, 1986 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, Tulsa County, Oklahoma, claim no right, title, or interest in the subject real property.

The Court further finds that the Defendant, Century Bank, disclaims any right, title, or interest in and to the property which is the subject of this action.

The Court further finds that the Defendants, Jackie L. Petty and Gladys A. Petty, are in default and have no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Kenneth H. Coats and Linda M. Coats, in the principal sum of \$44,300.60, plus interest at the rate of twelve and one-half percent (12.5%) per annum from May 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6.64 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, Jackie L. Petty, Gladys A. Petty, Century Bank, and County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Kenneth H. Coats and Linda M. Coats, 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.

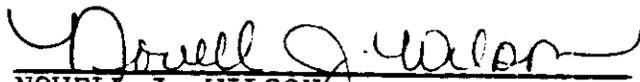
S/ THOMAS R. BRETT

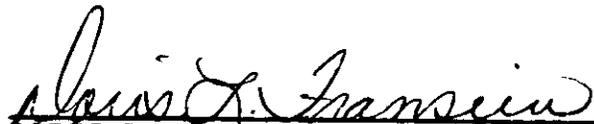
UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


NANCY NESBITT BLEVINS
Assistant United States Attorney


NOVELL J. WILSON
2424 Fourth National Bank Building
Tulsa, Oklahoma 74119
Attorney for Defendant, Century Bank


DORIS L. FRANSEIN
Assistant District Attorney
Tulsa County Courthouse
Tulsa, Oklahoma 74103
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

NNB/css

Entered

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

FILED
JUL 15 1987

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

GUESS ?, INC.,)
)
 Plaintiff,)
)
 v.)
)
 RANDY'S SILK SCREENING INC.)
 OF TULSA, et al.,)
)
 Defendants.)

Case No. 87-C-191-C

PRELIMINARY INJUNCTION

This matter came on for hearing this 29th day of May, 1987, on the motion of Plaintiff, GUESS ?, Inc., for a preliminary injunction against Defendants Randy's Silk Screening Inc. of Tulsa, Marc Bone, The Sportsman Sporting Goods and Merle Harmons Fanfare.

Plaintiff appears by legal counsel, Gary S. Chilton. Defendants appear not, the Court being informed by Plaintiff that the above-named Defendants have no objection to the requested preliminary injunction and this matter comes on for consideration by agreement of the parties herein.

The Court, being fully advised of the premises, makes the following findings of fact and conclusions of law as required by Rule 52(a), Fed.R.Civ.P.:

1. In November, 1981, Plaintiff adopted and commenced use of the trademark GUESS ?, along and in combination with a distinctive, red, inverted triangle design (hereinafter

"GUESS ? in Design"), in connection with the sale of men's and women's apparel. Annexed hereto as Exhibit 1 is a representative label which is affixed to Plaintiff's apparel and displays the GUESS ? in Design trademark.

2. Since November, 1981, Plaintiff has continuously used the trademarks GUESS ? and GUESS ? in Design (collectively referred to as the "GUESS ? Trademarks") in interstate commerce in the United States in connection with the advertising and sale of its men's and women's apparel.

3. The GUESS ? Trademarks have developed a secondary meaning and significance in the minds of the purchasing public and products bearing such marks are identified with Plaintiff.

4. Plaintiff's GUESS ? and GUESS ? in Design trademarks are registered with the United States Patent and Trademark Office under Registration Nos. 1,299,580 and 1,271,896 issued October 9, 1984 and March 27, 1984 respectively. Copies of the registrations are annexed hereto as Exhibits 2 and 3. Said registrations are valid and subsisting and are prima facie evidence of Plaintiff's exclusive right to use the marks GUESS ? and GUESS ? in Design.

5. The above-named Defendants have allegedly distributed, offered for sale and sold certain items of men's and women's apparel, and heat transfers, bearing a counterfeit GUESS ? Trademark or colorable imitation thereof.

6. The above-named Defendants have no objection to Plaintiff's requested preliminary injunction.

7. There is a reasonable probability that Plaintiff will eventually prevail on the merits, and Plaintiff will suffer irreparable injury without the requested injunction.

8. The threatened injury to Plaintiff outweighs whatever damage the proposed injunction may cause Defendants and such injunction would be in the public interest.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above-named Defendants, their agents, servants, employees and all persons in active concert or participation with them, are hereby restrained from in any manner, directly or indirectly, doing the following:

1. Infringing Plaintiff's trademarks, including, inter alia, counterfeiting such trademarks, competing unfairly with Plaintiff, falsely designating the origin of Defendants' goods, engaging in deceptive trade practices, and specifically from:

(a) Using in any manner Plaintiff's trademarks GUESS ? and GUESS ? in Design or colorable imitations thereof, or any other names or marks which so resemble Plaintiff's said marks as to be likely to cause confusion, deception or mistake, including the logo "GUESS Who OU" and similar marks thereto, on or in connection with the manufacture, silk screening, heat transferring, imprinting, advertising, offering for sale or sale of any product not authorized by Plaintiff;

(b) Passing off, inducing or enabling others to sell or pass off any product as products produced or approved by Plaintiff under its GUESS ? Trademarks; and

(c) Committing any acts calculated to cause purchasers to believe that Defendants' products are those sold under the control and supervision of Plaintiff, or are sponsored, approved, connected with, guaranteed or produced under the control and supervision of Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the security previously posted by Plaintiff in connection with the Temporary Restraining Order and Seizure Order entered herein, in the amount of \$30,000.00, shall remain in full force and effect for the payment of such costs and damages as may be incurred or suffered by any of the above-named Defendants who ultimately are found to have been wrongfully enjoined.

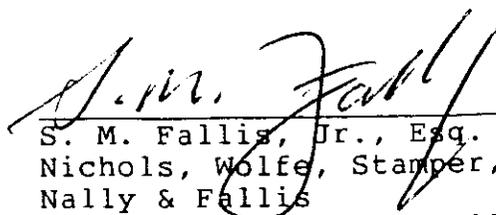
ISSUED this 29th day of May, 1987, at ____ o'clock __.m.

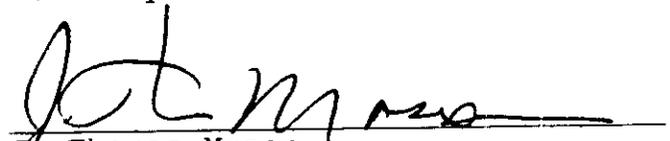
UNITED STATES DISTRICT JUDGE

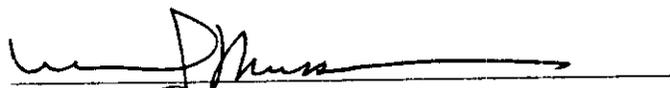
APPROVED:



Roy J. Davis, Esq.
Gary S. Chilton, Esq.
Andrews Davis Legg Bixler
Milsten & Murrah
500 West Main
Oklahoma City, Oklahoma 73102
Attorneys for Plaintiff
GUESS ?, Inc.


S. M. Fallis, Jr., Esq.
Nichols, Wolfe, Stamper,
Nally & Fallis
Suite 400, Old City Hall Building
124 East Fourth Street
Tulsa, Oklahoma 74103
Attorneys for Defendant Marc Bone


J. Thomas Mason
Sanders & Carpenter
624 South Denver
Suite 205
Tulsa, Oklahoma 74119
Attorneys for Defendant
Randy's Silk Screening Inc. of
Tulsa


William J. Musseman
Musseman, Pratt & Kelley
2622 E. 21st Street
Suite 8
Tulsa, Oklahoma 74114
Attorneys for
The Sportsman Sporting Goods


Timothy A. Gentry
202 Woodland Hills Mall
Tulsa, Oklahoma
Merle Harmons Fanfare, Pro Se



Int. Cls.: 24 and 25

Prior U.S. Cls.: 39 and 42

United States Patent and Trademark Office

Reg. No. 1,299,580

Registered Oct. 9, 1984

TRADEMARK
Principal Register

GUESS

?
△

Guess?, Inc. (California corporation)
771 E. 9th St.
Los Angeles, Calif. 90021

For: TOWELS, in CLASS 24 (U.S. Cl. 42).
First use Sep. 25, 1982; in commerce Sep. 25, 1982.
For: MEN'S, AND WOMEN'S PANTS,
JUMPSUITS, JACKETS, VESTS, SHIRTS AND
SHORTS; WOMEN'S BLOUSES, SKIRTS AND
DRESSES; BOYS' AND GIRL'S PANTS,
JUMPSUITS, VESTS, JACKETS AND SHIRTS;

AND GIRL'S BLOUSES AND DRESSES, in
CLASS 25 (U.S. Cl. 39).

First use Nov. 1981; in commerce Nov. 1981.

Owner of U.S. Reg. No. 849,861.

Ser. No. 396,208. Filed Sep. 30, 1982.

MARILYN MCMAHON, Examining Attorney



Int. Cl.: 25

Prior U.S. Cl.: 39

United States Patent and Trademark Office

Reg. No. 1,271,896
Registered Mar. 27, 1964

TRADEMARK
Principal Register



Guess, Inc. (California corporation)
771 E 4th St
Los Angeles, Calif. 90021

For MEN'S AND WOMEN'S PANTS AND
PUMPSUITS, AND WOMEN'S BLOUSES,
SKIRTS, SHORTS, VESTS, JACKETS AND
DRESSES, in CLASS 25 (U.S.C. 39)
Filed Nov. 1961; in comp. reg. Nov. 1961.

The mark consists of the term Guess ? inscribed
within an inverted triangle.

Ser. No. 369,000. Filed Jan. 14, 1962.

WILBUR C. DAVIS, Examining Attorney



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

DYCO PETROLEUM CORPORATION,)
a corporation,)
)
Plaintiff,)
)
v.)
)
MOBIL OIL CORPORATION, a)
New York corporation,)
)
Defendant and)
Third Party Plaintiff,)
)
v.)
)
TRANSOK, INC.,)
)
Third Party Defendant.)

No. 86-C-883-B

F I L E D

JUL 15 1987

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

O R D E R

These matters come before the Court on the Plaintiff Dyco Petroleum Corporation's ("Dyco") application for leave of court to dismiss without prejudice Count Three of the Amended Complaint and Defendant Mobil Oil Corporation's ("Mobil") motion for leave to file a third-party complaint.

The Court finds no objection has been asserted by the Defendant Mobil Oil Corporation to the application to dismiss Count Three of the Plaintiff's Amended Complaint without prejudice and the Court therefore grants the Plaintiff's application.

Turning to Mobil's motion for leave to file a third-party complaint, the Court finds that the Defendant has failed to satisfy the requirements of Fed.R.Civ.P. 14 and therefore the motion is denied.

In the Defendant's reply to the Plaintiff's brief in opposition to the motion to file a third-party complaint, the Defendant asserts that leave of court is not required to file a third-party complaint under Fed.R.Civ.P. 14. However, Fed.R.Civ.P. 14(a) provides that leave of court is required if the third-party Plaintiff seeks to make service of a third-party complaint later than 10 days after he served his original answer. The Court notes that the proposed third-party Defendant, Transok, Inc., ("Transok") has filed with the court a brief in opposition to the third-party complaint. While Fed.R.Civ.P. 14 does not provide for such a filing by the proposed third-party defendant, the Court will allow said filing in the interest of justice. Hensley v. United States, 45 F.R.D. 352 (D.Mont. 1968), and State Mutual Life Assur. Co. v. Arthur Andersen & Co., 65 F.R.D. 518, 519 (S.D.N.Y. 1975).

Mobil's application to add third-party defendant Transok, is based upon a contract entered into on October 3, 1977, between Mobil and Transok, Inc., wherein Mobil committed gas it purchased from wells in Canadian, Caddo and Grady Counties of Oklahoma to Transok, Inc., for a period of twenty years. Mobil asserts that on May 21, 1981, it entered into an agreement with the Plaintiff Dyco to purchase gas from the Plaintiff from the Deskins No. 1-19 well with the understanding that said gas was committed to Transok pursuant to the contract dated October 3, 1977. Mobil asserts that if found liable to Dyco for the failure to pay for gas allegedly not taken, then Transok will be derivatively or

secondarily liable to Mobil for the alleged failure to take the case from the Dyco Deskins No. 1-19 well. Mobil alleges Transok's secondary liability, but offers no explanation of how Transok's liability is dependent upon the outcome of the primary claim. A review of the filings in this case makes it clear that Transok is not liable to the Plaintiff Dyco under its contract with Mobil, and any liability of Transok to Mobil will be predicated on a separate contract between those parties. As explained in Lambert v. Inryco, Inc., 569 F.Supp. 908 (W.D.Okla. 1980), the following requirements are necessary to implead under Rule 14(a):

"...The original defendant's claim against the third-party defendant cannot simply be an independent or related claim but must be based upon the plaintiff's claim against the original defendant. . . . The crucial characteristic of a Rule 14 claim is that the original defendant is attempting to transfer to the third-party defendant the liability asserted against him by the original plaintiff." 569 F.Supp. at 911.

The Court finds that the Defendant Mobil's proposed third-party complaint against Transok is an independent claim which lacks the presence of derivative or secondary liability as required by Rule 14(a). Therefore Mobil's motion for leave to file a third-party complaint is denied.

IT IS SO ORDERED, this 14th day of July, 1987.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

FILED

JUL 15 1987

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

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

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

No. 85-C-512-E

STIPULATION OF DISMISSAL

PURSUANT to the provisions of Rule 41(a)(1) of the Federal Rules of Civil Procedure, the parties hereto agree that Plaintiff's claims against G.A. Creasey, 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 16 day of March, 1987.

Charles V. Wheeler

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

ATTORNEYS FOR PLAINTIFF
UTICA NATIONAL BANK & TRUST CO.

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

ATTORNEYS FOR DEFENDANT
G.A. Creasey

EXHIBIT "B"

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

FILED

JUL 14 1987

OREN J. BREWER,)
)
Plaintiff,)
)
v.)
)
OTIS R. BOWEN, M.D., Secretary)
of Health and Human Services,)
)
Defendant.)

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

No. 86-C-755-E

ORDER

The Court has for consideration the Findings and Recommendations of the Magistrate filed on June 3, 1987, in which it is recommended that this case be remanded to the Secretary for further administrative proceedings. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is hereby Ordered that this case be remanded to the Secretary for consideration of whether plaintiff's ability to perform a full range of sedentary work is limited by his complaints of pain. The Secretary should utilize a vocational expert to determine whether in light of plaintiff's age, education and work experience, plaintiff has skills which would be transferrable to an alternate form of work.

Dated this 13th day of ^{July} ~~June~~, 1987.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

ROSCOE LEN MERCHANT, a minor,
by and through BELINDA KAY
MERCHANT and JOHN W. MERCHANT,
his mother and father and next
friends, and BELINDA KAY
MERCHANT and JOHN W. MERCHANT,
individually,

Plaintiffs,

vs.

THE BAPTIST HEALTH CARE
CORPORATION and F.R. BLAND,
M.D., and D.H. COPE, M.D.,

Defendants.

FILED

JUL 14 1987

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

Case No. 86-C-256-B

ORDER OF DISMISSAL WITH PREJUDICE

NOW, on this 14th day of July, 1987, this matter comes on
for hearing on Plaintiffs' Motion to Dismiss With Prejudice their
Complaint against Defendant D.H. Cope, M.D. There being no
objection from Defendant, the Court finds that Plaintiffs' Motion
to Dismiss With Prejudice their Complaint against Defendant D.H.
Cope, M.D. should be, and the same is hereby, granted.

ORDERED this 14th day of July, 1986.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

JUL 13 1987

BJ-TITAN SERVICES COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 ENERGY LEASE SERVICE, INC.,)
)
 Defendant.)

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

Case No. 87-C-258 C ✓

JOURNAL ENTRY OF JUDGMENT

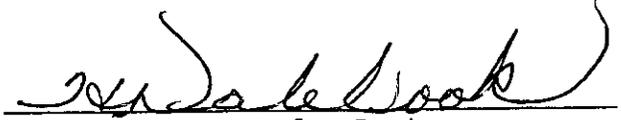
NOW on this 9th day of July, 1987, the above-styled cause comes on for consideration before me, the undersigned United States District Judge, upon the agreement of Plaintiff and Defendant that judgment should be entered herein.

The Court finds that it has jurisdiction concerning this action by virtue of the fact that complete diversity of citizenship exists pursuant to 28 U.S.C. § 1332, and that more than \$10,000.00 is at issue, exclusive of interest and costs.

The Court further finds that judgment should be entered for Plaintiff and against Defendant in the principal amount of \$22,692.08, together with interest thereon at the rate of 18% per annum from and after March 19, 1986.

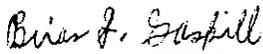
IT IS THEREFORE ORDERED that Plaintiff, BJ-Titan Services Company, have judgment against Defendant, Energy Lease Service, Inc., in the principal sum of \$22,692.08, together with interest thereon at the rate of 18% per annum from and after March 19, 1986,

and that Plaintiff further recover the costs of this action and a reasonable attorney's fee in the sum of \$600.00.

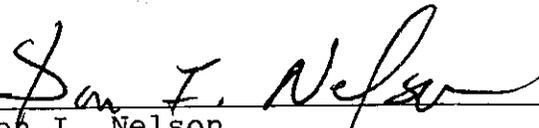

H. Dale Cook
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

SNEED, LANG, ADAMS,
HAMILTON & BARNETT

By 
Brian S. Gaskill
Sixth Floor
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DON I. NELSON

By 
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Attorney for Defendant

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

NURSING HOME DATA PROCESSING, INC.,)

Plaintiff,)

v.)

PENTAMATION ENTERPRISES, INC.,)

Defendant.)

Case No. 87-C-342-B *JE* ✓

NOTICE OF DISMISSAL

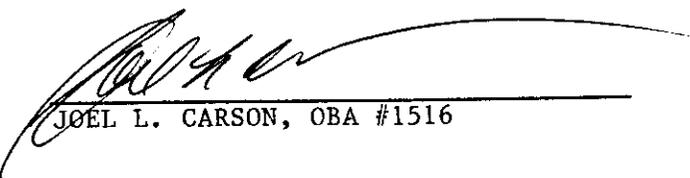
TO: Pentamation Enterprises, Inc.
Attention: Fredric C. Jacobos
214 Bushkill Street
Easton, Pennsylvania 18042

FILED

JUL 13 1987

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

PLEASE TAKE NOTICE that the above-entitled action is hereby dismissed with
prejudice.



JOEL L. CARSON, OBA #1516

OF COUNSEL:

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3727 N.W. 63rd Street
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(405) 848-8022

Attorneys for Plaintiff

F I L E D

JUL 13 1987

IN THE UNITED STATES DISTRICT COURT Jack C. Silver, Clerk
FOR THE NORTHERN DISTRICT OF OKLAHOMA U.S. DISTRICT COURT

MARTHA LASATER,)
)
 Plaintiff,)
)
 vs.) NO. 87-C-114-E
)
 SALES FORCE COMPANIES,)
 INC., et al.)
)
 Defendants.)

ORDER OF DISMISSAL

This matter comes on before the Court upon the Plaintiff's Application for an order of dismissal as to Defendant, South Bend Escan, only. There being no objection from the other parties the Court hereby orders this cause of action to be dismissed against the Defendant, South Bend Escan, only.

JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE