

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

NOV 13 1987  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

J. B. HALL and LIBBY A. HALL, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 GROUP HOSPITAL SERVICE d/b/a )  
 BLUE CROSS BLUE SHIELD OF )  
 OKLAHOMA, an Oklahoma insur- )  
 ance corporation, et al., )  
 )  
 Defendants. )

No. 83-C-178-B ✓

O R D E R

This matter comes before the Court on the parties' request for attorney fees and costs.

In February 1983, Plaintiffs J. B. Hall and Libby A. Hall sued for actual and punitive damages under 29 U.S.C. §1001 et seq., Equal Retirement Income Security Act ("ERISA"). This Court entered judgment on August 31, 1987, for \$3,305.09, in favor of Plaintiffs. Plaintiffs' attorney now requests attorney fees in the amount of \$78,254.

Defendant Group Hospital Service also filed an application for attorney fees and costs under Fed.R.Civ.P. 68. Defendant shows the Court it made a written offer of judgment on June 3, 1983 for \$4,163 plus costs, an amount larger than the actual judgment. Plaintiffs make no argument that this offer was not served in accordance with Fed.R.Civ.P. 68.

Fed.R.Civ.P. 68, which encourages offers of judgment<sup>1</sup>,

<sup>1</sup> Delta Air Lines, Inc. v. August, 450 U.S. 346 (1981).

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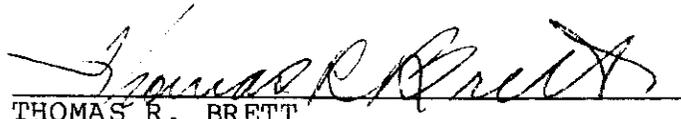
states, "If the judgment finally obtained by the offeree is not more favorable than the offer, the offeree must pay the costs incurred after the making of the offer." Defendant argues that under this rule Plaintiffs not only bear their own costs, after the date of offer but also the Defendant's costs. We agree with this interpretation. Liberty Mutual Insurance Co. v. Equal Employment Opportunity Commission, 691 F.2d 438 (9th Cir. 1982).

Plaintiffs, as the nominal "prevailing party" in this lawsuit, are awarded costs of the lawsuit incurred prior to "the making of the offer" on June 3, 1983. Defendant is awarded costs incurred after "the making of the offer." Each party is directed to file those appropriate costs with the court clerk.

Both parties request attorney fees. Defendant requests attorney fees under a broad interpretation of "costs" under Fed.R.Civ.P. 68. The United States Supreme Court held that when the statute sued upon "defines 'costs' to include attorney's fees, we are satisfied such fees are to be included as costs for purposes of Rule 68." Marek v. Chesny, 473 U.S. 1 (1985). Neither party shows this Court ERISA so defines costs to include attorney fees.

Defendant urges this Court to award attorney fees under 29 U.S.C. §132(g)(1). That provision states this "Court in its discretion may allow a reasonable attorney's fee and costs of action to either party." The Court orders each party to bear their own attorney fees.

IT IS SO ORDERED, this 13<sup>th</sup> day of November, 1987.

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

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

MARK W. ARCHAMBO,  
Plaintiff,  
vs.  
SHARON F. BLYTHE,  
Defendant.

Case No. 87-C-46-B

FILED

1987

JUDGMENT

JACK C. SMITH, JR.  
U. S. DISTRICT COURT

Now on this 13th day of November, 1987, comes on before me, the undersigned United States District Judge, the above styled and numbered cause. Plaintiff is represented by and through his attorney of record, Steven R. Hickman; Defendant is represented by and through her attorney of record, Patrick H. Kernan. Both parties announced that a settlement had been reached whereby Plaintiff take nothing on his claim and that his action against Defendant be dismissed on the merits and that Defendant take \$16,000.00 against Plaintiff on her first cause of action, inclusive of interest, costs and attorney's fees except as hereinafter set forth and that Defendant take nothing on her second, third and fourth causes of action against Plaintiff and that said causes of action be dismissed on the merits.

The agreement between the parties is further that \$8,000.00 shall be due and payable on December 10, 1987, and the other \$8,000.00 due and payable on January 9, 1988, and that no execution may be had on said amounts unless and until default is made in the payment of either amount and that no interest shall

accrue on said amounts unless and until default is made in the payment of either amount.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that Plaintiff Mark W. Archambo take nothing by way of his Petition against Defendant and that his action be dismissed on the merits, each party to bear his or her own costs of action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that Defendant Sharon F. Blythe take nothing by way of her second, third and fourth causes of action against Plaintiff and that said causes of action be dismissed on the merits and that each party bear his or her own costs of action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the Defendant Sharon F. Blythe recover on her first cause of action of the Plaintiff Mark W. Archambo the sum of \$16,000.00 inclusive of all costs, interest and attorney's fees to date.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that \$8,000.00 of the judgment shall be paid by Plaintiff to Defendant on December 10, 1987, and the second \$8,000.00 on January 9, 1988.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that if Plaintiff shall pay the judgment in accordance with the next preceding paragraph, then no interest, costs or attorney's fees shall accrue on the judgment, and no execution may issue thereon.

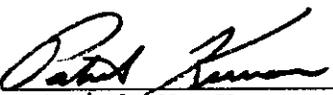
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that if, however, Plaintiff does not pay in accordance with the second preceding paragraph, then, upon the first point of default,

interest and costs shall begin to accrue on the entire judgment and execution may then issue thereon.

S/ THOMAS R. BRETT  
Thomas R. Brett, U. S. District Judge

APPROVED:

  
\_\_\_\_\_  
Steven R. Hickman  
Attorney for Plaintiff

  
\_\_\_\_\_  
Patrick H. Kernan  
Attorney for Defendant

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

BILLY W. CASEY, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 OTIS R. BOWEN, M.D., )  
 SECRETARY OF HEALTH AND )  
 HUMAN SERVICES, )  
 )  
 Defendant. )

87-C-81-B

FILED

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

FINDINGS AND RECOMMENDATIONS OF U. S. MAGISTRATE

Plaintiff brought this action pursuant to 42 U.S.C. §405(g) for judicial review of the final decision of the Secretary of Health and Human Services ("Secretary") denying plaintiff's application for disability insurance benefits under 42 U.S.C. §§416(i) and 423. This matter is before the court for decision after a hearing in open court. The Magistrate has carefully considered all pleadings filed in this case, as well as the oral arguments of the parties.

The procedural background of this matter was summarized adequately by the parties in their briefs and during oral argument, and in the decision of the Administrative Law Judge, which summaries are incorporated herein by reference.

The only issue now before the court is whether there is substantial evidence in the record to support the final decision of the Secretary that plaintiff is not disabled within the meaning of the Social Security Act.

Judicial review of the Secretary's determination is limited in scope by 42 U.S.C. §405(g). The court's sole function is to determine whether the record as a whole contains substantial

evidence to support the Secretary's decisions. The Secretary's findings stand if they are supported by "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." Richardson v. Perales, 402 U.S. 389, 401 (1971) (citing Consolidated Edison Co. v. N.L.R.B., 305 U.S. 197, 229 (1938)). In deciding whether the Secretary's findings are supported by substantial evidence, the court must consider the record as a whole. Hephner v. Mathews, 574 F.2d 359 (6th Cir. 1978).

In the case at bar the Administrative Law Judge ("ALJ") found that Mr. Casey had controlled hypertension, chronic bronchitis, fusion at L4-5 and L5-S1, degenerative joint disease of the lumbar spine, and somatoform reaction, but that plaintiff did not have an impairment or combination of impairments listed in or medically equal to one listed in the Social Security Regulations. The ALJ further found that Casey's impairments do not prevent him from performing his past relevant work.

Plaintiff contends that the finding that he could perform his past relevant work is not supported by substantial evidence.

In making his determination, the ALJ considered all of the medical evidence submitted, including the medical evidence from plaintiff's prior Social Security application.<sup>1</sup>

The record contains numerous reports of physicians who found

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<sup>1</sup> Plaintiff was previously found disabled on June 4, 1975, due to a severe conversion reaction manifested by an excessive concern for his bowels. See, pp. 172-179 of the record.

plaintiff to be suffering from mental impairment. (Tr. 104-108, Dayton Salon, M.D., Report of August 7, 1968; Tr. 109-111, Duane Sommersness, M.D., Report of September 25, 1968; Tr. 135, Arthur F. Dundon, M.D., Report of March 19, 1974; Tr. 158-159, John O. Esslinger, M.D., Report of April 3, 1975; and Tr. 342-343, Ronald C. Passmore, M.D., Report of January 2, 1986.) Additionally, there is no indication by any of the reporting physicians that Mr. Casey was malingering with regard to his physical complaints or mental problems.

Based upon the medical evidence in the record and the ALJ's finding that plaintiff suffered from somatoform reaction, the Magistrate finds that the ALJ erred in his decision that Mr. Casey's impairments did not prevent him from performing his past work as a gas station attendant. Given the history of plaintiff's psychiatric problems, the ALJ should have given further consideration to plaintiff's somatoform reaction, i.e. whether it further impaired plaintiff's ability to engage in substantial gainful activity.

Plaintiff's second allegation of error involves the Psychiatric Review Technique - Form SSA-2506 BK, which was filled out and signed by ALJ Hargrave and is found at page 20 of the record. This form contains two categories, the first being medical disposition - on which the ALJ checked the box marked "no medically determinable impairment". Under the second category, there are listed eight mental disorders upon which the medical disposition could have been based, number 6 being "somatoform

disorder". The ALJ did not indicate on the form that plaintiff had somatoform disorder, even though he indicated in his decision that, indeed, plaintiff suffered from somatoform reaction.

In conclusion, the Magistrate finds that the ALJ's decision was not supported by substantial evidence. There being strong indication of psychiatric impairment, the Magistrate recommends that this case be remanded for further psychiatric review and consideration of a vocational expert, should the ALJ deem that appropriate.

Dated this 12<sup>th</sup> day of November, 1987.

  
JOHN LEO WAGNER  
UNITED STATES MAGISTRATE

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

DELORES HYNES and ALVIN HYNES, )  
wife and husband, )

Plaintiffs, )

v. )

WAL-MART STORES, INC., )  
a corporation, )

Defendant. )

No. 87-C-356-E

JOURNAL ENTRY OF JUDGMENT

This matter comes on for hearing this 12<sup>th</sup> day of Nov., 1987, upon the defendant, Wal-Mart Stores, Inc.'s ("Wal-Mart"), Motion for Summary Judgment. The plaintiffs, Delores Hynes and Alvin Hynes ("Hynes"), are represented by Pat Malloy. Wal-Mart is represented by Jon B. Comstock. The Court, having examined the records, finds as follows:

1. Wal-Mart's Motion for Summary Judgment was filed with this Court on September 3, 1987.

2. Plaintiff failed to file an objection within 10 days or to ask for an extension of time within which to respond.

3. At the status conference held for this case before Magistrate Wagner on October 9, 1987, Hynes, for the first time, orally requested additional time to respond to Wal-Mart's motion for summary judgment. Hynes was given until October 30, 1987 to file a response.

4. On October 19, 1987, this court entered an order granting Wal-Mart's Motion for Summary Judgment pursuant to Local Rule 14(a). At that time, the court was unaware of the extension

of time which the magistrate had granted to Hynes to respond to the motion.

5. Hynes then failed to file an objection or response to Wal-Mart's Motion for Summary Judgment on or before October 30, 1987. Hynes further failed to file an affidavit pursuant to Rule 56(f), requesting a continuance of a decision on Wal-Mart's motion.

6. Pursuant to Local Rule 14(a), Hynes' failure to file a reply memorandum within the time limit established by the court (i.e. October 30th, as authorized by the magistrate) is hereby deemed a waiver of objection by Hynes, and such failure to comply constitutes a confession of the matters raised by Wal-Mart's Motion for Summary Judgment.

7. Pursuant to FRCP 56(e), the Court is further authorized to grant Summary Judgment if appropriate under the undisputed facts against Hynes.

8. That all of the Undisputed Material Facts as identified in Wal-Mart's Brief in Support of Motion for Summary Judgment, which facts are incorporated herein by reference, are undisputed and entitle Wal-Mart to a Summary Judgment as a matter of law against the Hynes.

**IT IS THEREFORE ORDERED AND DECREED** that the Court's prior order entered October 19, 1987, and filed with the clerk on October 20, 1987, is vacated and withdrawn.

**IT IS FURTHER ORDERED** that Wal-Mart's Motion for Summary Judgment is sustained and that Wal-Mart is hereby granted judgment against the plaintiffs on their complaint together with its costs incurred herein.

Dated this 12<sup>th</sup> day of November, 1987.

~~BY JAMES O. ELLISON~~  
\_\_\_\_\_  
JAMES O. ELLISON  
United States District Judge

APPROVAL AS TO FORM:

\_\_\_\_\_  
Pat Malloy

\_\_\_\_\_  
Jon B. Comstock

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

FEDERAL DEPOSIT INSURANCE  
CORPORATION,

Plaintiff,

vs.

J. JERRY DICKMAN, individually;  
PATRICIA D. DICKMAN, individu-  
ally; and J. JERRY DICKMAN,  
TRUSTEE OF THE J. JERRY DICKMAN,  
INC. PROFIT SHARING PLAN,

Defendants.

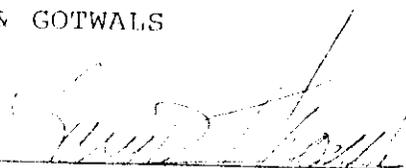
U.S. DISTRICT COURT  
Case No. 87-C-614B

NOTICE OF DISMISSAL WITHOUT PREJUDICE

COMES NOW the Plaintiff, Federal Deposit Insurance Corporation, by and through its attorneys of record, Gable & Gotwals, and dismisses its action herein against the Defendants, J. Jerry Dickman, individually; Patricia D. Dickman, individually; and J. Jerry Dickman, Trustee of the J. Jerry Dickman, Inc. Profit Sharing Plan, without prejudice to the refiling of the same.

DATED this 12<sup>th</sup> day of November, 1987.

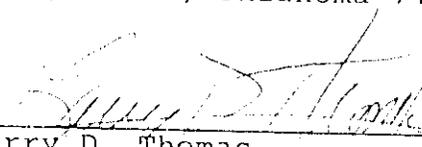
GABLE & GOTWALS

By: 

Larry D. Thomas  
2000 Fourth National Bank Bldg.  
Tulsa, Oklahoma 74119  
918/582-9201

CERTIFICATE OF MAILING

I hereby certify that on this 12<sup>th</sup> day of November, 1987, a true and correct copy of the above and foregoing Dismissal Without Prejudice was mailed, postage prepaid, to Jim Ryan, Conner & Winters, 2400 First National Tower, Tulsa, Oklahoma 74103.

  
Larry D. Thomas

FILED

NOV 12 1987

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

SOUTHERN ELECTRIC SUPPLY OF  
TULSA, INC., an Oklahoma  
Corporation,

Plaintiff,

v.

PRUDENTIAL-BACHE/WATSON &  
TAYLOR, LTD.-3, a Texas  
Limited Partnership,

Defendant.

No. 86-C-510-E

*stipulation of dismissal*  
STIPULATED DISMISSAL

The Plaintiff, Southern Electric Supply of Tulsa, Inc., and the Defendant, Prudential-Bache/Watson & Taylor, Ltd.-3, pursuant to Rule 41 of the Federal Rules of Civil Procedure hereby stipulate to the dismissal of all claims in this action, with prejudice, with each party to bear its own costs.

Dated this 11 day of November, 1987.

By *Ronald E. Goins*  
Ronald E. Goins, OBA#3430  
700 Holarud Building  
Ten East Third Street  
Tulsa, Oklahoma 74103  
(918) 584-1471

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

By *Thomas M. Ladner*  
Thomas M. Ladner  
C. Michael Zacharias  
4100 Bank of Oklahoma Tower  
One Williams Center  
Tulsa, Oklahoma 74172

Attorneys for the Defendant,  
Prudential-Bache/Watson & Taylor,  
Ltd.-3

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

HOLD OIL CORPORATION, )  
a Florida corporation )  
 )  
Plaintiff, )  
 )  
v. ) Case No. 85-C-883-E  
 )  
ZONE RESOURCES, INC., a )  
corporation, )  
 )  
Defendant. )

ORDER ALLOWING JOINT MOTION FOR DISMISSAL

Upon consideration of the Joint Motion for Dismissal filed by the Plaintiff and Defendant, and for good cause shown:

IT IS ORDERED that the Complaint of Plaintiff and the Counterclaim of Defendant are hereby dismissed, without prejudice.

S/ JAMES O. ELLISON

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JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

**FILED**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

NOV 1 1987

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

-----x  
INSTRUCTIONAL SYSTEMS :  
DEVELOPMENT CORPORATION, :

Plaintiff, :

v. :

AETNA CASUALTY AND SURETY COMPANY :  
and DORON PRECISION SYSTEMS, INC., :

Defendants. :

Civ. No. 79-C-577-BT  
STIPULATION OF DISMISSAL

-----x  
Plaintiff and Defendant The Aetna Casualty and Surety  
Company, having settled their dispute:

IT IS HEREBY STIPULATED AND AGREED that:

1. The complaint against defendant The Aetna Casualty  
and Surety Company ("Aetna"), each and every cause of action  
asserted therein against Aetna, and the counterclaim asserted by  
Aetna against Instructional Systems Development Corporation  
("I.S.D.C."), are hereby dismissed with prejudice and without  
costs to either I.S.D.C. or Aetna.

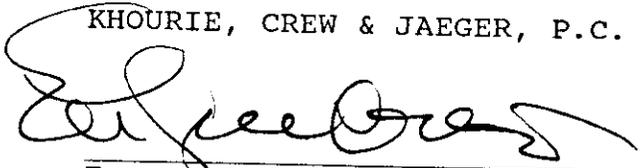
2. The order of the Court of Appeals, dated October 9,  
1987, and any and all prior orders awarding costs with respect to  
the appeal, are hereby vacated insofar as they impose any  
obligations on Aetna.

Nothing in this Stipulation shall terminate any claim  
or cause of action asserted by I.S.D.C. against defendant Doron

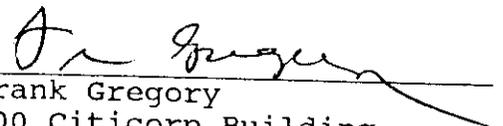
Precision Systems, Inc., all of which claims and causes of action are expressly preserved.

Dated: October 21, 1987

KHOURIE, CREW & JAEGER, P.C.



Eugene Crew  
Spear Street Tower  
One Market Plaza  
40th Floor  
San Francisco, CA 94105  
(415) 777-0333



Frank Gregory  
300 Citicorp Building  
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(918) 495-3564

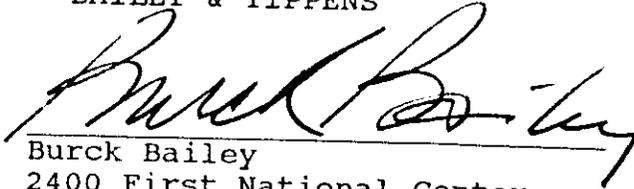
BULLOCK AND BULLOCK



Louis W. Bullock  
320 South Boston Building  
Suite 718  
Tulsa, Oklahoma 74103  
(918) 584-2001

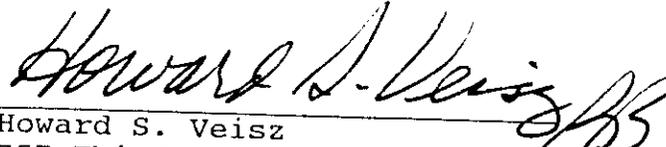
Attorneys for Plaintiff

FELLERS, SNIDER, BLANKENSHIP,  
BAILEY & TIPPENS



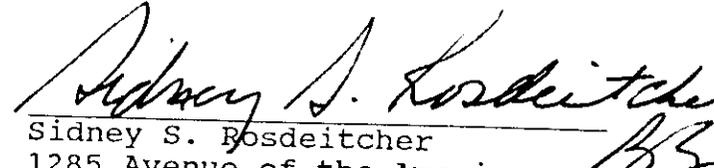
Burck Bailey  
2400 First National Center  
Oklahoma City, Oklahoma 73102  
(405) 232-0621

KORNSTEIN VEISZ & WEXLER



Howard S. Veisz  
757 Third Avenue  
New York, New York 10017  
(212) 418-8600

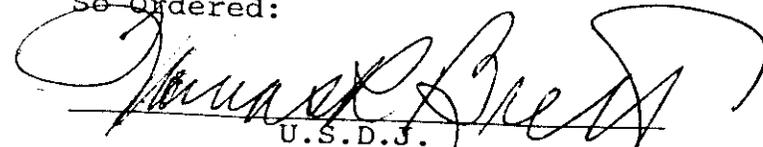
PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON



Sidney S. Rosdeitcher  
1285 Avenue of the Americas  
New York, New York 10019  
(212) 373-3238

Attorneys for Defendant,  
The Aetna Casualty and Surety  
Company

So Ordered:

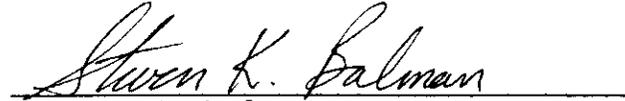
  
U.S.D.J.





J. Peter Messler  
16 East 16th Street  
Tulsa, OK 74119

Attorney for Defendants  
ROLAND MARTIN ENTERPRISES,  
INC., ROLAND MARTIN and VIDEO  
SOUTH, INC.



---

Steven K. Balman

Conner & Winters  
2400 First National Tower  
Tulsa, OK 74103

Attorney for Defendant  
F. RANDOLPH VESTAL, INC.,  
d/b/a CINESPORT, INC.

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

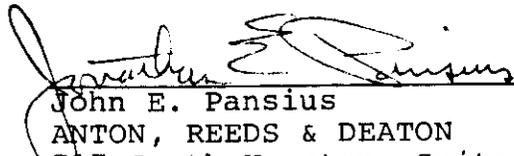
LILLIE K. DOYLE, )  
 )  
 Plaintiff, )  
 )  
 v. ) No. 87-C-49-E  
 )  
 BLOOD PRODUCTS INCORPORATED, )  
 a Texas corporation, )  
 )  
 Defendant. )

ORDER OF CONFIDENTIALITY

IT IS HEREBY ORDERED that the parties hereto, and all agents, employees, representatives, attorneys, and anyone else acting on behalf of any of the parties, may not disclose to any other person or entity that a settlement and compromise of this action has been reached, or any terms and conditions of the settlement and compromise of this action, except that the Plaintiff may disclose to her husband, David Doyle, the terms and conditions of the settlement and compromise of this action. However, David Doyle is hereby bound by the terms and conditions of this Order of Confidentiality.

If any party or person bound by this order discloses the fact that a settlement and compromise of this action was reached, or any of the terms and conditions of the settlement and compromise, to those other than the persons specifically designated herein, such persons are subject to imprisonment, fine, or any other such sanction which this Court may lawfully impose for a violation of this order.

APPROVED:

  
\_\_\_\_\_  
John E. Pansius  
ANTON, REEDS & DEATON  
717 South Houston, Suite 404  
Tulsa, Oklahoma 74127

Attorneys for Plaintiff, LILLIE  
K. DOYLE

  
\_\_\_\_\_  
J. Ronald Petrikin  
Timothy A. Carney  
GABLE & GOTWALS  
2000 Fourth National Bank Bldg.  
Tulsa, Oklahoma 74119

Attorneys for Defendant, BLOOD  
PRODUCTS INCORPORATED

S/ JAMES O. ELLISON

\_\_\_\_\_  
United States District Judge

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

JOE PALMER and BRENDA PALMER,  
husband and wife,

Plaintiffs,

vs.

No. 86-C-1109-E

GRAIN DEALERS MUTUAL INSURANCE  
COMPANY, and CARL M. LEONARD &  
SON, INC., an Oklahoma  
Corporation,

Defendants.

ORDER OF DISMISSAL

NOW on this 10<sup>th</sup> day of November 1987, upon the written application of the Plaintiffs, Joe Palmer and Brenda Palmer, and the Defendants, Grain Dealers Mutual Insurance Company and Carl M. Leonard & Son, Inc., for a Dismissal with Prejudice as to all claims and causes of action involved in the Complaint of Palmer v. Grain Dealers, et al., and the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint, and have requested the Court to Dismiss said Complaint with prejudice, to any future action. The Court being fully advised in the premises finds said settlement is to the best interest of said Plaintiffs.

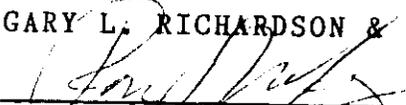
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that all claims and causes of action of the Plaintiffs, Joe Palmer and Brenda Palmer, against the Defendants, Grain Dealers Mutual Insurance Company and Carl M. Leonard & Son, Inc., be and the same hereby are dismissed with prejudice to any future action.

6/ JAMES O. ELLISON

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

APPROVALS:

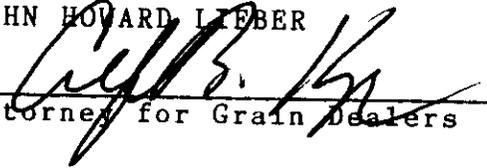
GARY L. RICHARDSON & ASSOCIATES

  
Attorneys for the Plaintiffs

JOHN H. TUCKER

  
Attorney Carl M. Leonard &  
Son, Inc.

JOHN HOWARD LIEBER

  
Attorney for Grain Dealers

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

MARILYN A. BOGLE, )  
 )  
 Plaintiff, )  
 )  
 vs. ) Case No. 86-C-571-E  
 )  
 STIFEL, NICOLAUS & CO., INC., )  
 a Missouri corporation and )  
 JOHN M. BENEFIEL, )  
 )  
 Defendants. )

ORDER OF DISMISSAL

UPON CONSIDERATION of the Stipulation of Settlement between Plaintiff, Marilyn A. Bogle, and Stifel, Nicolaus & Co., Inc., a Missouri corporation, and John M. Benefiel, Defendants, it is by the Court this 10<sup>th</sup> day of November, 1987,

ORDERED AND ADJUDGED that the Complaint of Plaintiff, Marilyn A. Bogle, be and the same is hereby dismissed with prejudice.

*JAMES O. ELLISON*

\_\_\_\_\_  
JAMES O. ELLISON,  
United States District Judge

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

MICHAEL D. JONES, )

Defendant. )

11-10-87  
CIVIL ACTION NO. 87-C-734-C

DEFAULT JUDGMENT

This matter comes on for consideration this 10 day of November, 1987, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendant, Michael D. Jones, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Michael D. Jones, acknowledged receipt of Complaint and Summons September 15, 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,

Michael D. Jones, for the principal sum of \$739.98, plus interest at the rate of 9 percent per annum and administrative costs of \$.67 per month from March 7, 1985, until judgment, plus interest thereafter at the current legal rate of 6.90 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

---

UNITED STATES DISTRICT JUDGE

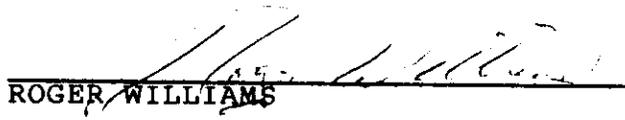
NNB/mp





JAMES E. FRASER

Attorney for Plaintiff  
EMILY I. TALLY



ROGER WILLIAMS

Attorney for Defendants  
B.J. HOOVER, BELVA HOOVER,  
DOYAL HOOVER and MARIANNE HOOVER

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ROY LEE; KAREN Y. LEE; )  
OSTEOPATHIC HOSPITAL FOUNDERS )  
ASSOCIATION, a corporation, )  
d/b/a OKLAHOMA OSTEOPATHIC )  
HOSPITAL; TULSA ADJUSTMENT )  
BUREAU, INC., a corporation; )  
COUNTY TREASURER, Tulsa County, )  
Oklahoma; and BOARD OF COUNTY )  
COMMISSIONERS, Tulsa County, )  
Oklahoma, )  
 )  
Defendants. )

FILED

NOV 10 1987

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

CIVIL ACTION NO. 87-C-96-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 10 day  
of November, 1987. The Plaintiff appears by Tony M.  
Graham, United States Attorney for the Northern District of  
Oklahoma, through Phil Pinnell, Assistant United States Attorney;  
the Defendants, County Treasurer, Tulsa County, Oklahoma, and  
Board of County Commissioners, Tulsa County, Oklahoma, appear by  
Doris L. Fransein, Assistant District Attorney, Tulsa County,  
Oklahoma; the Defendant, Osteopathic Hospital Founders  
Association, a corporation, d/b/a Oklahoma Osteopathic Hospital,  
appears not, having previously filed its Disclaimer; the  
Defendant, Tulsa Adjustment Bureau, Inc., a corporation, appears  
not, having previously filed its Disclaimer; and the Defendants,  
Roy Lee and Karen Y. Lee, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendant, Roy Lee, was served with copies of Summons and Complaint on May 27, 1987; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on February 11, 1987; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on February 11, 1987.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on March 3, 1987; that the Defendant, Osteopathic Hospital Founders Association, a corporation, d/b/a Oklahoma Osteopathic Hospital, filed its Disclaimer herein on March 5, 1987; that the Defendant, Tulsa Adjustment Bureau, Inc., a corporation, filed its Disclaimer herein on February 25, 1987; and that the Defendants, Roy Lee and Karen Y. Lee, have failed to answer and their default has been entered by the Clerk of this Court on November 4, 1987.

The Court further finds that the Defendant, Karen Y. Lee, was served by publishing notice of this action in the Tulsa Daily Business Journal & Legal Record, a newspaper of general circulation in Tulsa County, Oklahoma, once a week for six (6) consecutive weeks beginning August 11, 1987, and continuing to September 15, 1987, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c). Counsel for the Plaintiff does not know and with

due diligence cannot ascertain the whereabouts of the Defendant, Karen Y. Lee, and service cannot be made upon said Defendant within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendant without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstractor filed herein with respect to the last known address of the Defendant, Karen Y. Lee. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, fully exercised due diligence in ascertaining the true name and identity of the party served by publication with respect to her present or last known place of residence and/or mailing address. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as the subject matter and the Defendant served by publication.

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 Eight (8), Block One (1), VALLEY VIEW  
ACRES ADDITION to the City of Tulsa, Tulsa  
County, State of Oklahoma, according to the  
recorded Plat thereof.

The Court further finds that on September 16, 1976, the  
Defendants, Roy Lee and Karen Y. Lee, 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 \$9,750.00, payable in monthly installments, with  
interest thereon at the rate of nine percent (9%) per annum.

The Court further finds that as security for the  
payment of the above-described note, the Defendants, Roy Lee and  
Karen Y. Lee, executed and delivered to the United States of  
America, acting on behalf of the Administrator of Veterans  
Affairs, a mortgage dated September 16, 1976, covering the  
above-described property. Said mortgage was recorded on  
September 17, 1976, in Book 4231, Page 2943, in the records of  
Tulsa County, Oklahoma.

The Court further finds that the Defendants, Roy Lee  
and Karen Y. Lee, 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, Roy Lee and Karen Y. Lee, are  
indebted to the Plaintiff in the principal sum of \$8,646.46, plus  
interest at the rate of nine percent (9%) per annum from March 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 Defendants, Osteopathic Hospital Founders Association, a corporation, d/b/a Oklahoma Osteopathic Hospital and Tulsa Adjustment Bureau, Inc., disclaim any right, title, or interest in or to the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Roy Lee and Karen Y. Lee, in the principal sum of \$8,646.46, plus interest at the rate of nine percent (9%) per annum from March 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6 1/2 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, Tulsa County, Oklahoma, Osteopathic Hospital Founders Association, a corporation, d/b/a Oklahoma Osteopathic Hospital, and Tulsa Adjustment Bureau, Inc., a corporation, 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, Roy Lee and Karen Y. Lee, 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

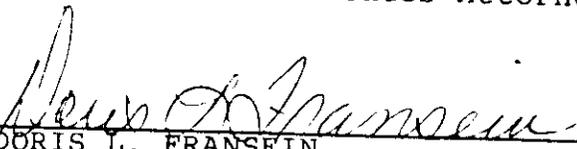
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UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

  
\_\_\_\_\_  
PHIL PINNELL  
Assistant United States Attorney

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

PP/css

IN THE UNITED STATES DISTRICT FOR  
THE NORTHERN DISTRICT OF OKLAHOMA

FEDERAL DEPOSIT INSURANCE CORPORATION, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DOROTHY V. McDONALD, wife of/and )  
 NEAL L. McDONALD, and DOROTHY V. )  
 McDONALD and NEAL L. McDONALD, d/b/a )  
 McDONALD REAL ESTATE, )  
 )  
 Defendants. )

No. 86-C-1127-C ✓

FILED

NOV 10 1987

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

JOURNAL ENTRY OF JUDGMENT

Now, on this 10<sup>th</sup> day of November, 1987, this cause comes on for hearing, Plaintiff Federal Deposit Insurance Corporation, in its corporate capacity ("FDIC") appearing by and through its attorneys of record, Boesche, McDermott & Eskridge, Defendant Dorothy V. McDonald appearing by and through her attorney of record, Joseph A. Buckles, II and Defendant Neal L. McDonald appearing by and through his attorney Jon Masters, and it appearing to the Court that this is a suit upon a promissory note and for foreclosure of a mortgage upon real estate securing the same which said real estate is located in the County of Osage, State of Oklahoma.

The Court thereupon examined the pleadings, process and files in the cause and being fully advised in the premises, finds that due and regular service of the summons and petition has been made upon all of the Defendants in this action and that said Defendants have agreed to the terms of this Journal Entry.

The Court further finds that the Defendants Dorothy V. McDonald and Neal L. McDonald ("McDonalds") were debtors in bankruptcy proceedings filed in the United States Bankruptcy Court for the Western District of Oklahoma Numbered 87-02159-B and 86-07208-B respectively and were discharged in said proceedings and that the bankruptcy estates of said debtors have been closed and that such closing terminates the automatic stay pursuant to 11 U.S.C.A §362(c)(2) and FDIC is now entitled to foreclose its note and mortgage in this action.

WHEREFORE, the Court being fully advised in the premises finds that all of the material allegations of the Plaintiff's Petition are true.

THE COURT FURTHER FINDS that:

1. On or about April 4, 1985, McDonalds, being then and there indebted to First National Bank and Trust Company of Oklahoma City ("First National") executed and delivered their replacement promissory note in the sum of \$95,000 for a preceeding note dated April 4, 1984; paid quarterly, as to principal in the sum of \$5,000 each plus accrued interest beginning July 4, 1985 and continuing on the 4th day of each month thereafter until maturity on April 4, 1986 when all unpaid principal sums plus all accrued and unpaid interest became due (the "Note").

2. McDonalds defaulted under the Note in that they failed to pay First National the principal and interest due on July 4, 1985 and thereafter leaving a principal balance remaining of \$81,105.97 plus interest in the sum of \$12,257.14 through May 23,

1986 and interest thereafter at the default rate of 5%, plus First National prime rate plus 1 1/2% floating per annum on the amounts remaining due until paid at a per diem rate of \$36.05.

3. Due demand has been made on McDonalds for payment of said sum, plus all accrued interest but they have wholly failed, neglected and refused to pay the same.

4. As part and parcel of the same transaction and occurrence as the execution of the Note replaced by the Note, and in order to secure the same the McDonalds made, executed and delivered to First National their real property mortgage (the "Mortgage") covering the following described real property situated in Osage County, State of Oklahoma as follows, to wit:

The Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section 31, Township 21 North, Range 10 East of the Indian Meridian, containing 40 acres more or less, in Osage County, State of Oklahoma subject to the reservation of oil, gas, coal and other minerals to the Osage Tribe of Indians by Act of Congress of June 28, 1926 and Acts amendatory thereof supplementary thereto (the "Property").

5. The Mortgage was filed of record on April 30, 1984 and recorded in Book 655, Page 28 of the County Clerk's records, Osage County, State of Oklahoma.

6. As further security for the Note, McDonalds executed and delivered their assignment of real estate mortgage (the "Assignment") transferring, conveying and setting over to First National a certain real estate mortgage dated February 1, 1984 executed by Jimmy R. Gateley and Cynthia V. Gateley to McDonald, said Assignment being filed of record on April 3, 1984 and recorded in Book 820, Page 628, and also on August 29, 1984 in

Book 859, Page 293 in the Office of the County Clerk, McClain County, State of Oklahoma, pertaining to the below described real property in said county as follows to wit:

Surface only Southeast Quarter (SW/4) of Southwest Quarter (SW/4) of Northwest Quarter (NW/4) of Northeast Quarter (NE/4) of Section Seven (7) Township Seven (7) North, Range Two (2) West, of Indian Meridian, McClain County, State of Oklahoma, containing 2.5 acres more or less subject to all easements and covenants of record.

7. The FDIC has succeeded to all the right, title and interest of First National in and to the Note, Mortgage and Assignment.

8. McDonalds are deemed to have defaulted under the Mortgage and the Assignment by reason of the default under the Note.

9. The amounts under the Note are secured by the Mortgage and Assignment and constitute a first, prior and superior lien upon the real estate and premises above-described and any and all right, title or interest which the Defendants in and to this cause or any of them have or claim to have in or to said real estate and premises is subsequent, junior and inferior to the Mortgage and lien of FDIC.

10. The McDonalds right, title and interest in the assignment of the Mortgage by Gateley and the accompanying promissory note is subsequent, junior and inferior to the rights of FDIC.

11. FDIC has been compelled to employ an attorney to prosecute this action and by reason thereof is entitled to a reasonable attorney's fee for prosecuting same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff have and recover judgment in rem against the Defendants Dorothy V. McDonald and Neal L. McDonald in the amount of \$81,105.97 plus accrued interest to May 23, 1986 in the sum of \$12,257.14 and interest thereafter at the default rate of 5% plus the First National prime rate plus 1 1/2% floating, per annum until paid on all amounts remaining due, plus a reasonable attorneys fee, all accrued and accruing expenses and the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment as set forth above is solely for the purpose of foreclosing on the Property since all debtors have been discharged in bankruptcy and no deficiency can therefore be taken against them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Mortgage created a first, prior and superior lien in and to the Property in favor of FDIC and that the interests of the Defendants herein are subsequent, junior and inferior to the Mortgage lien of FDIC.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that a special execution and order of sale shall issue out of the office of the District Court Clerk in this cause directed to the Sheriff of Osage County to levy upon, advertise and sell with appraisement after due and legal notice, the Property and premises hereinabove described and pay the proceeds of said sale to the clerk of this court as provided for by law for application as follows:

First, to all costs and expenses of the sale of the Property,

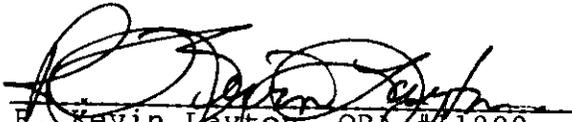
Second, to the payment of all costs and expenses incurred herein by Plaintiff,

Third, to the payment of the judgment and the lien of the plaintiff in the amounts herein set forth,

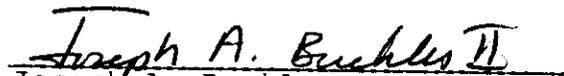
Fourth, the balance, if any, to be paid to the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that from and after the date of sale of the Property as herein directed and the confirmation of such sale by the Court, the parties to this action shall be forever barred and foreclosed of and from any lien upon or claim adverse to the right and title of the purchaser at said sale and the Defendant hereto and all persons claiming by, through, or under them since the commencement of this action are hereby perpetually enjoined and restrained from ever setting upon, setting up or asserting any lien upon, or right, title interest, or equity of redemption in or to the Property adverse to the right and title of the purchaser at such sale, if same be had and confirmed and that upon proper application by purchaser the said court clerk shall issue a writ of assistance to the Sheriff of said county who shall thereon and forthwith place said purchaser in full and complete enjoyment of the premises.

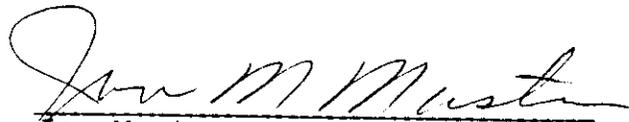
  
JUDGE OF THE DISTRICT COURT

  
R. Kevin Layton, OBA #11900  
of BOESCHE, McDERMOTT & ESKRIDGE  
800 Oneok Plaza, 100 W. 5th St.  
Tulsa, Oklahoma 74103

ATTORNEYS FOR FEDERAL DEPOSIT  
INSURANCE CORPORATION

  
Joseph A. Buckles, II  
500 W. Main  
Oklahoma City, OK 73102

ATTORNEY FOR DOROTHY McDONALD

  
Jon Masters  
750 Citizen Tower  
2200 Classen Boulevard  
Oklahoma City, OK 73106

ATTORNEY FOR NEAL L. McDONALD

FILED

NOV -9 1987

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

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

WAYNE E. WELLS, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CASUALTY RECIPROCAL EXCHANGE, )  
 )  
 Defendant. )

No. 87-C-32-E

JUDGMENT

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

IT IS THEREFORE ORDERED that the Plaintiff, Wayne E. Wells, take nothing from the Defendant, Casualty Reciprocal Exchange, that the action be dismissed on the merits, that a sanction be imposed on Plaintiff Wayne E. Wells and Plaintiff's counsel, Jeff Nix, each person to pay to the Defendant one-half the Defendant's attorney's fees as subsequently determined herein, and that the Defendant Casualty Reciprocal Exchange recover of the Plaintiff Wayne E. Wells its costs of action.

DATED this 6<sup>th</sup> day of November, 1987.

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

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE <sup>NOV 20 1987</sup>  
NORTHERN DISTRICT OF OKLAHOMA

PETER BARICK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	85-C-729-E
	)	
SPARCRAFT CORPORATION,	)	
	)	
Defendant.	)	

NOV 20 1987  
U.S. DISTRICT COURT

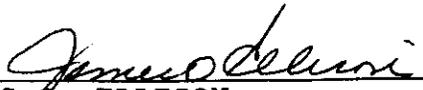
ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed October 20, 1987, in which the Magistrate recommended that this case be transferred to the Central District of California. 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 Recommendations of the Magistrate should be and hereby are affirmed.

It is therefore Ordered that this case be transferred to the United States District Court for the Central District of California.

Dated this 9th day of November, 1987.

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

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

FILED

OCT 19 1987

U.S. DISTRICT COURT

JAMES ANDREW THOMAS,  
Plaintiff,  
v.  
CASPAR M. WEINBERGER, et al,  
Defendants.

87-C-378-E

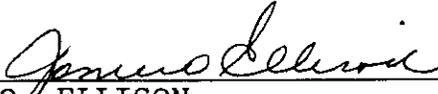
ORDER

The Court has for consideration the Report and Recommendation of the Magistrate filed October 13, 1987 in which the Magistrate recommended that the Defendants' Motion to Dismiss be granted in regard to substantive issues raised by Plaintiff in his earlier action. However, the Magistrate recommends that the Court find that Plaintiff's Complaint states a claim sufficient for review of the action of ABCMR. The Magistrate thus recommends that Defendants' Motion should, in this regard, be denied. The Magistrate further recommends that the government, in view of its superior access, procure and file in this action, the complete certified record of the ABCMR, including Advisory Opinions and such other documents as pertain to these matters as may be maintained by the ABCMR or the Department of the Army. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that the Defendants' Motion to Dismiss be granted in part and denied in part as stated above.

Dated this 9<sup>th</sup> day of November, 1987.

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

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

NOV - 11 1987

Jack C. [unclear]  
U.S. DISTRICT COURT

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
KELLY A. EISENBERGER, a/k/a )  
KELLY POGUE, )  
 )  
Defendant. )

CIVIL ACTION NO. 86-C-836-E

DEFAULT JUDGMENT

This matter comes on for consideration this 6<sup>th</sup> day of November, 1987, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Kelly A. Eisenberger, a/k/a Kelly Pogue, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Kelly A. Eisenberger, a/k/a Kelly Pogue, was served with Summons and Complaint on November 13, 1986, and Amended Complaint and Alias Summons on August 19, 1987. The time within which the Defendant could have answered or otherwise moved as to the Complaint and Amended 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,

Kelly A. Eisenberger, a/k/a Kelly Pogue, for the principal sum of \$953.91, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 19, 1983, \$.68 per month from January 1, 1984, and \$.67 per month from February 1, 1985, until judgment, plus interest thereafter at the current legal rate of 6.90 percent per annum until paid, plus costs of this action.

S/ JAMES O. HILSON

UNITED STATES DISTRICT JUDGE

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

FILED

NOV - 9 1987

U.S. DISTRICT COURT

DR. PATRICIA BRAUN and DOUGLAS SAINT, )  
Plaintiffs, )  
vs. )  
OMOCO, INC., an Oklahoma corporation; )  
ODIS MULLINS; and GREG KRUTILEK, )  
Defendants. )

Case No. 86-C-83E

AGREED JOURNAL ENTRY OF JUDGMENT

NOW on this 6<sup>th</sup> day of November, 1987, the Plaintiffs, Dr. Patricia Braun and Douglas Saint (hereinafter "Braun") having filed the captioned cause and Defendants, Omoco, Inc. ("Omoco"), Odis Mullins ("Mullins"), and Greg Krutilek ("Krutilek"), choosing not to further contest the allegations of the Complaint, have agreed to have judgment taken against said Defendants in the total sum of \$91,681.25 which is inclusive of accrued interest, attorney fees and costs herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants Omoco, Mullins and Krutilek are jointly and severally liable to the Plaintiffs for actual damages in the amount of \$91,631.25.

B/ JAMES O. ELLISON

U.S. DISTRICT JUDGE

APPROVED:

JAMES W. BARLOW, a Professional  
corporation

By \_\_\_\_\_

James W. Barlow  
OBA #521  
35 East 18th Street  
Tulsa, Oklahoma 74119  
(918) 582-4775

ATTORNEY FOR PLAINTIFFS

ENGLISH & INGLISH

By \_\_\_\_\_

*Robert English*  
G. Robert English, Jr.  
524 McCulloch Building  
P.O. Box 130  
Okmulgee, Oklahoma 74447

ATTORNEYS FOR DEFENDANTS

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JAMES R. STEPHENS and ANN STEPHENS,

Plaintiffs,

vs.

RONALD EARL MENZE, GENERAL ELECTRIC  
COMPANY, and OKLAHOMA FARM BUREAU  
MUTUAL INSURANCE COMPANY,

Defendants.

86-C-663-E

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 7th day of Dec, 1987, the Court having reviewed the Stipulation For Order Of Dismissal With Prejudice filed by the party litigants herein, finds that the above-styled and numbered cause of action should be dismissed with prejudice to the refiling of same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above-styled and numbered cause of action is dismissed with prejudice to the refiling of same.

\_\_\_\_\_  
United States District Judge

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

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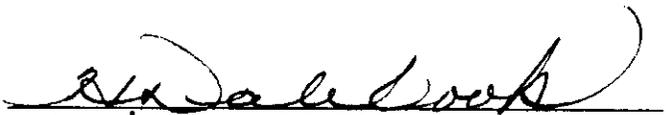
BECON CONSTRUCTION COMPANY, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 INDUSTRIAL INDEMNITY INSURANCE )  
 COMPANY and OKLAHOMA GAS & )  
 ELECTRIC COMPANY, )  
 )  
 Defendants. )

NO: 87-C-559-C ✓  
JACK O. SIMON, CLERK  
DISTRICT COURT

ORDER

Upon Application of Plaintiff Becon Construction Company, Defendant and Cross-Claiming Plaintiff, Industrial Indemnity Insurance Company and in absence of objection by Defendant, Oklahoma Gas & Electric Company, the Complaint filed by Plaintiff, Becon Construction Company, and the Cross-Claim filed against Oklahoma Gas & Electric Company by Industrial Indemnity Insurance Company, are hereby dismissed with prejudice to the refiling of same.

IT IS SO ORDERED on this 5<sup>th</sup> day of November, 1987.

  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED  
NOV 11 1987  
JACK G. SHAW, JR.  
U. S. DISTRICT COURT

MALVIN STOUT,  
Plaintiff,  
vs.  
MILDRED REID and  
JOHN WILLIAMS,  
Defendants.

No. 87-C-727-B

Tulsa County District Court  
Case No. CJ-87-05477

ORDER FOR DISMISSAL WITH PREJUDICE

The Court has before it the Joint Motion to Dismiss with Prejudice approved by counsel for all parties in the above styled and numbered action and pursuant to the Federal Rules of Civil Procedure, 41(a)(2), and for the reason and upon the grounds that all parties have mutually settled their claims.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the above styled and numbered action be and hereby is dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that each of the parties will assume and pay their own expenses, costs, disbursements and attorney's fees.

Dated this 6th day of November, 1987.

S/ THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FILED

E. L. POWELL AND SONS )  
TRUCKING CO., INC., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
JIM LONG and B-LINE WEST, )  
INC., )  
 )  
Defendants. )

NOV - 6 1987

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

87-C-496-B

ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed October 14, 1987, in which the Magistrate recommended that defendant B-Line West, Inc.'s motion to dismiss be granted. 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 Recommendations of the Magistrate should be and hereby are affirmed.

It is therefore Ordered that defendant B-Line West Inc.'s motion to dismiss is granted.

Dated this 6<sup>th</sup> day of November, 1987.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

rg

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

100-8-101

RICKY JOE SWIFT, by and )  
through his mother and next )  
friend, KATHRYN LANAE SWIFT, )  
and KATHRYN LANAE SWIFT, )

Plaintiffs, )

vs. )

Case No. 86-C-712-C

Q-E MANUFACTURING CO., INC. )  
d/b/a PLAYWORLD SYSTEMS, )

Defendants. )

JOURNAL ENTRY OF JUDGMENT

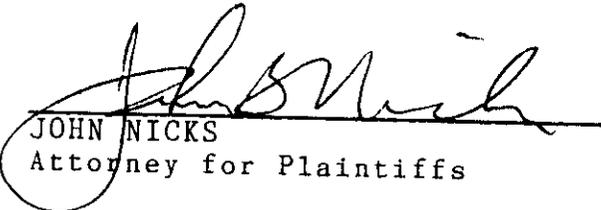
ON the 19th day of October, 1987, the above captioned matter came on before the Court for regularly scheduled jury trial. The plaintiffs', Kathryn Lanae Swift and Ricky Joe Swift, appeared personally and through their attorney John Nicks the defendant Q-E Manufacturing Co., Inc. d/b/a Playworld Systems appeared personally through its corporate representative Dale Miller and through its attorney Dennis King. The parties announced ready for trial and a jury was empaneled and sworn. The plaintiff then proceeded to present evidence by way of testimony, depositions, and exhibits from October 19, 1987 to October 22, 1987 at which time the plaintiffs' rested their case in chief. The defendant moved for judgment pursuant to Federal Rule of Civil Procedure 50 (A) and the Court after hearing the argument of counsel and reviewing the evidence sustained defendant's motion.

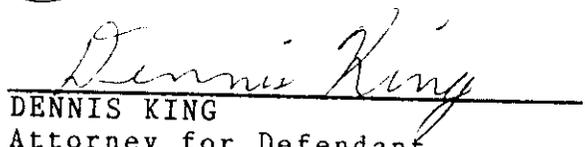
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that defendant's motion for directed verdict is hereby sustained and judgment is entered for the defendant Q-E Manufacturing Co., Inc. d/b/a Playworld Systems and against the plaintiffs' Kathryn Lanae Swift, individually and Ricky Joe Swift by and through his parent and next friend, Kathryn Lanae Swift.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

  
JOHN NICKS  
Attorney for Plaintiffs

  
DENNIS KING  
Attorney for Defendant

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

EASTMAN KODAK COMPANY, )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 87-C-525-B  
 )  
 JOHN WHISNANT, d/b/a THE )  
 OFFSET HOUSE, )  
 )  
 Defendant. )

**FILED**  
NOV 5 1987  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT BY DEFAULT UPON  
APPLICATION TO CLERK

NOW, on this 4th day of October, 1987, the Defendant, John Whisnant, d/b/a The Offset House, having been regularly served with Summons and Complaint, and having failed to plead or otherwise defend, the legal time for pleading or otherwise defending having expired and the default of the said Defendant, John Whisnant, d/b/a The Offset House, in the premises having been duly entered according to law; upon application of Plaintiff, judgment is hereby entered against the Defendant, pursuant to the prayer of the Complaint.

WHEREFORE, by virtue of law and by reason of the premises aforesaid,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Plaintiff, Eastman Kodak Company, a corporation, have and recover from said Defendant, John Whisnant, d/b/a The Offset House, the principal sum of \$38,877.80, with interest thereon at the rate of 10.03% per annum from the 4th day of August, 1987, until paid, together with an attorney's fee

in the sum of \$2,238.87, plus all of Plaintiff's costs and disbursements incurred in this action amounting to the sum of \$140.00 dollars, and that Plaintiff have execution therefor.

Judgment rendered this 4th day of November, 1987.

S/ THOMAS R. BRETT  
JUDGE OF THE DISTRICT COURT

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

BILLY L. EVANS, JR., and  
PATRICIA EVANS, and AMERICAN  
INSURANCE COMPANY, an  
Illinois corporation,

Plaintiffs,

vs.

THE BLACK CLAWSON COMPANY,  
an Ohio corporation,

Defendant.

No. 86-C-49-B

FILED

NOV - 5 1987

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

ORDER OF DISMISSAL

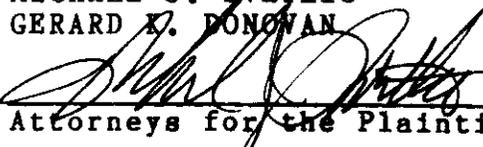
NOW on this 4<sup>th</sup> day of November, 1987, upon the written application of the Plaintiffs, Billy L. Evans, Jr., and Patricia Evans, and American Insurance Company, and the Defendant, The Black-Clawson Company, for a Dismissal with Prejudice as to all claims and causes of action of these parties involved in the Complaint of Evans v. Black-Clawson, and the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint, and have requested the Court to Dismiss said Complaint with prejudice, to any future action. The Court being fully advised in the premises finds said settlement is to the best interest of said Plaintiffs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that all claims and causes of action of the Plaintiffs, Billy L. Evans, Jr., and Patricia Evans, and American Insurance Company, and the Defendant, The Black-Clawson Company, be and the same hereby are dismissed with prejudice to any future action.

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

APPROVALS:

MICHAEL J. SVETLIC  
GERARD K. DONOVAN



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Attorneys for the Plaintiffs

STEPHEN C. WILKERSON

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Attorney for the Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

NOV - 5 1987

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

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

CIVIL ACTION NO. 86-C-70-B

AGREED JUDGMENT

This matter comes on for consideration this 4th  
<sup>november</sup> of ~~October~~, 1987, the Plaintiff appearing by Tony M. Graham,  
United States Attorney for the Northern District of Oklahoma,  
through Nancy Nesbitt Blevins, Assistant United States Attorney,  
and the Defendant, Gary F. Stacy, appearing pro se.

The Court, being fully advised and having examined the  
file herein, finds that the Defendant, Gary F. Stacy,  
acknowledged receipt of Summons and Complaint on February 10,  
1986. The Defendant filed his Answer herein on February 12,  
1986, but has now agreed that he is indebted to the Plaintiff in  
the amount alleged in the Complaint and that judgment may  
accordingly be entered against him in the amount of \$991.80,  
plus interest at the rate of 12.25 percent per annum and  
administrative costs of \$.68 per month from June 11, 1984, until  
judgment, (less the amount of \$441.84, which has been paid),  
plus interest thereafter at the legal rate until paid, plus the  
costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Gary F. Stacy, in the amount of \$991.80, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from June 11, 1984, until judgment, (less the amount of \$441.84, which has been paid), plus interest thereafter at the current legal rate of 6.90 percent until paid, plus the costs of this action.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

TONY M. GRAHAM  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant U.S. Attorney

  
GARY F. STACY

FILED

NOV - 5 1987

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

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

ROLAND K. McCONAHA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ALLIANCE INSURANCE CO., )  
 )  
 Defendant. )

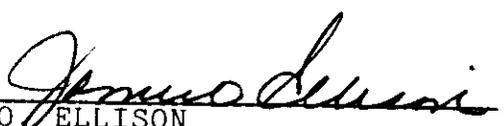
No. 85-C-239-E

JUDGMENT

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

IT IS ORDERED AND ADJUDGED that the Plaintiff Roland K. McConaha recover of the Defendant Alliance Insurance Co. the sum of \$22,000.00, with interest thereon at the rate of 6.90 per cent as provided by law, and his costs of action.

DATED at Tulsa, Oklahoma this 5<sup>th</sup> day of November, 1987.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
RANDALL DREWES; JOANN DREWES; )  
COUNTY TREASURER, Tulsa County, )  
Oklahoma; and BOARD OF COUNTY )  
COMMISSIONERS, Tulsa County, )  
Oklahoma, )  
 )  
Defendants. )

FILED

NOV - 5 1987

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

CIVIL ACTION NO. 87-C-638-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 4th day of November, 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 M. Denise Graham, Assistant District Attorney, Tulsa County, Oklahoma; and the Defendants, Randall Drewes and JoAnn Drewes, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendant, Randall Drewes, acknowledged receipt of Summons and Complaint on August 28, 1987; that the Defendant, JoAnn Drewes, acknowledged receipt of Summons and Complaint on August 17, 1987; that the Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on August 7, 1987; and that the Defendant,

Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on August 7, 1987.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on August 27, 1987; and that the Defendants, Randall Drewes and JoAnn Drewes, have failed to answer and their default has been entered by the Clerk of this Court on October 26, 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:

The South 52 feet of the North 74 feet of Lot 22, WESTROPE ACRES, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

The Court further finds that on September 13, 1985, the Defendants, Randall Drewes and JoAnn Drewes, 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 \$35,800.00, payable in monthly installments, with interest thereon at the rate of eleven and one-half percent (11.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Randall Drewes and JoAnn Drewes, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated September 13, 1985, covering

the above-described property. Said mortgage was recorded on September 16, 1985, in Book 4892, Page 78, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Randall Drewes and JoAnn Drewes, 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, Randall Drewes and JoAnn Drewes, are indebted to the Plaintiff in the principal sum of \$35,528.21, plus interest at the rate of eleven and one-half percent (11.5%) per annum from August 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Randall Drewes and JoAnn Drewes, in the principal sum of \$35,528.21, plus interest at the rate of eleven and one-half percent (11.5%) per annum from August 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6.90 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, 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, Randall Drewes and JoAnn Drewes, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisal the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

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

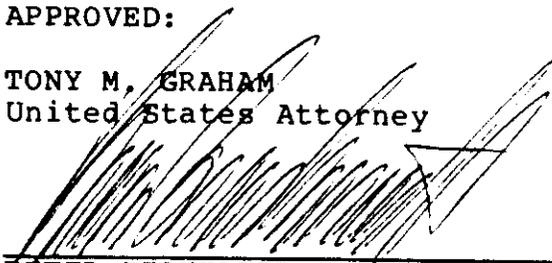
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of 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

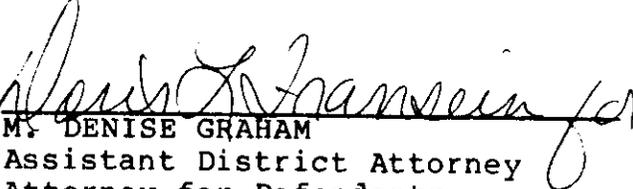
APPROVED:

TONY M. GRAHAM  
United States Attorney



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PETER BERNHARDT  
Assistant United States Attorney



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MY DENISE GRAHAM  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Tulsa County, Oklahoma

PB/css

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

NOV - 5 1987

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

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
vs. )  
 )  
DOUGLAS TURNER; GAILA TURNER; )  
COUNTY TREASURER, Rogers County, )  
Oklahoma; and BOARD OF COUNTY )  
COMMISSIONERS, Rogers County, )  
Oklahoma, )  
 )  
Defendants. )

CIVIL ACTION NO. 87-C-464-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 5<sup>th</sup> day of November, 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, Rogers County, Oklahoma, and Board of County Commissioners, Rogers County, Oklahoma, appear by Ernest E. Haynes, Jr., Assistant District Attorney, Rogers County, Oklahoma; and the Defendants, Douglas Turner and Gaila Turner, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Douglas Turner and Gaila Turner, acknowledged receipt of Summons and Complaint on July 9, 1987; that Defendant, County Treasurer, Rogers County, Oklahoma, acknowledged receipt of Summons and Complaint on June 15, 1987; and that Defendant, Board of County Commissioners, Rogers County, Oklahoma, acknowledged receipt of Summons and Complaint on June 18, 1987.

It appears that the Defendants, County Treasurer, Rogers County, Oklahoma, and Board of County Commissioners, Rogers County, Oklahoma, filed their Answer and Cross Petition herein on June 23, 1987; and that the Defendants, Douglas Turner and Gaila Turner, have failed to answer and their default has been entered by the Clerk of this Court on September 4, 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 Rogers County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot 4 in Block 3 of Walnut Park "Second" Addition, an Addition to the City of Claremore, Rogers County, Oklahoma, according to the Recorded Plat thereof.

The Court further finds that on December 6, 1978, Homer N. Tudor and Vickie M. Tudor executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$29,500.00, payable in monthly installments, with interest thereon at the rate of eight and one-half percent (8.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Homer N. Tudor and Vickie M. Tudor executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated December 6, 1978, covering the above-described property. Said mortgage was recorded on December 7, 1978, in Book 549, Page 432, in the records of Rogers County, Oklahoma.

The Court further finds that on December 20, 1982, Defendants, Douglas Turner and Gaila Turner, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Assumption Agreement whereby they assumed liability for and agreed to pay to the United States the entire unpaid indebtedness represented by the note and mortgage referred to above in accordance with the terms thereof.

The Court further finds that on December 20, 1982, Defendants, Douglas Turner and Gaila Turner, executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$9,260.00, payable in monthly installments with interest thereon at the rate of 11.5 percent per annum.

The Court further finds that as security for the payment of the above-described note and as security for the Assumption Agreement, the Defendants, Douglas Turner and Gaila Turner, executed and delivered to the United States of America, acting through the Farmers Home Administration, a real estate mortgage dated December 20, 1982, covering the above-described property. This mortgage was recorded on December 20, 1982, in Book 636, Page 615, in the records of Rogers County, Oklahoma.

The Court further finds that on December 20, 1982, Defendants, Douglas Turner and Gaila Turner, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described notes and mortgages was reduced.

The Court further finds that on February 5, 1985, Defendants, Douglas Turner and Gaila Turner, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described notes and mortgages was reduced.

The Court further finds that on February 6, 1986, Defendants, Douglas Turner and Gaila Turner, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described notes and mortgages was reduced.

The Court further finds that the Defendants, Douglas Turner and Gaila Turner, made default under the terms of the aforesaid notes, mortgages, and interest credit agreements by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Douglas Turner and Gaila Turner, are indebted to the Plaintiff in the principal sum of \$37,708.98, plus accrued interest in the amount of \$474.97 as of December 1, 1986, plus interest accruing thereafter at the rate of \$1.8149 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the further sum due and owing under the interest credit agreements of \$7,723.20 plus interest on that sum at the legal rate from judgment until paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Rogers County, Oklahoma, have a lien on the property which is the subject matter of this action by virtue of real property ad valorem taxes in the amount of \$369.64, plus penalties and interest, for the year of 1986. Said lien is superior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Douglas Turner and Gaila Turner, in the principal sum of \$37,708.98, plus accrued interest in the amount of \$474.97 as of December 1, 1986, plus interest accruing thereafter at the rate of \$1.8149 per day until judgment, plus interest thereafter at the legal rate of 12% percent per annum until paid, and the further sum due and owing under the interest credit agreements of \$7,723.20 plus interest on that sum at the legal rate of 6.9% percent per annum from judgment until paid, and 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, Rogers County, Oklahoma, have and recover judgment in the amount of \$369.64, plus penalties and interest, for real property ad valorem taxes for the year of 1986, plus the costs of this action.

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

First:

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

Second:

In payment of the Defendants, County Treasurer and Board of County Commissioners, Rogers County, Oklahoma, in the amount of \$369.64, plus penalties and interest, for real property 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.

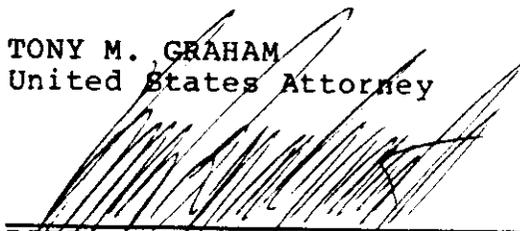
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under

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.

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

  
\_\_\_\_\_  
PETER BERNHARDT  
Assistant United States Attorney

  
\_\_\_\_\_  
ERNEST E. HAYNES, JR.  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Rogers County, Oklahoma

PB/css

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,

Plaintiff,

vs.

OLEN E. EASLEY, JR.;  
DARLINE K. EASLEY; MISSOURI  
OZARK CONSTRUCTION AND SUPPLY,  
INC.; BRIERCROFT SERVICE  
CORPORATION; COUNTY TREASURER,  
Ottawa County, Oklahoma; and  
BOARD OF COUNTY COMMISSIONERS,  
Ottawa County, Oklahoma,

Defendants.

NOV - 5 1987

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

CIVIL ACTION NO. 87-C-223-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 5<sup>th</sup> day  
of November, 1987. The Plaintiff appears by Tony M.  
Graham, United States Attorney for the Northern District of  
Oklahoma, through Phil Pinnell, Assistant United States Attorney;  
the Defendants, County Treasurer, Ottawa County, Oklahoma, and  
Board of County Commissioners, Ottawa County, Oklahoma, appear by  
David L. Thompson, District Attorney, Ottawa County, Oklahoma;  
and the Defendants, Olen E. Easley, Jr., Darline K. Easley,  
Missouri Ozark Construction and Supply, Inc., and Briercroft  
Service Corporation, appear not, but make default.

The Court being fully advised and having examined the  
file herein finds that the Defendant, Missouri Ozark Construction  
and Supply, Inc., acknowledged receipt of Summons and Complaint  
on May 22, 1987; that Defendant, Briercroft Service Corporation,  
acknowledged receipt of Summons and Complaint on August 20, 1987;  
that Defendant, County Treasurer, Ottawa County, Oklahoma,

acknowledged receipt of Summons and Complaint on April 7, 1987; and that Defendant, Board of County Commissioners, Ottawa County, Oklahoma, acknowledged receipt of Summons and Complaint on April 6, 1987.

The Court further finds that the Defendants, Olen E. Easley, Jr. and Darline K. Easley, were served by publishing notice of this action in the Miami News-Record, a newspaper of general circulation in Ottawa County, Oklahoma, once a week for six (6) consecutive weeks beginning July 17, 1987, and continuing to August 21, 1987, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c). Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendants, Olen E. Easley, Jr. and Darline K. Easley, and service cannot be made upon said Defendants within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendants without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstractor filed herein with respect to the last known addresses of the Defendants, Olen E. Easley, Jr. and Darline K. Easley. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Administrator

of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, fully exercised due diligence in ascertaining the true name and identity of the parties served by publication with respect to their present or last known places of residence and/or mailing addresses. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this court to enter the relief sought by the Plaintiff, both as the subject matter and the Defendants served by publication.

It appears that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, filed their Answer herein on April 22, 1987; and that the Defendants, Olen E. Easley, Jr., Darline K. Easley, Missouri Ozark Construction and Supply, Inc., and Briercroft Service Corporation, have failed to answer and their default has been entered by the Clerk of this Court on October 26, 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 Ottawa County, Oklahoma, within the Northern Judicial District of Oklahoma:

The North Eighty-five (85) feet of the West One Hundred Fifteen (115) feet of the following described tract in Section 25, Township 28 North of Range 22 East of the Indian Meridian, Ottawa County, Oklahoma: Beginning at a point eight (8) chains and six (6) feet West and Three (3) chains eleven (11) feet and Six (6) inches North of a stone at the Southeast corner of Lot 2 of said Section,

thence North 135 feet Thence West 325 feet  
4 inches; thence South 135 feet; thence East  
325 feet 4 inches to the place of beginning,  
containing three tenths (0.3) acres more or  
less, all being in said Lot 2 of Section 25,  
Township 28 North of Range 22 East.

The Court further finds that on May 23, 1985, the  
Defendants, Olen E. Easley, Jr. and Darline K. Easley, 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 \$14,737.50, 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, Olen E.  
Easley, Jr. and Darline K. Easley, executed and delivered to the  
United States of America, acting on behalf of the Administrator  
of Veterans Affairs, a mortgage dated May 23, 1985, covering the  
above-described property. Said mortgage was recorded on May 24,  
1985, in Book 442, Page 03, in the records of Ottawa County,  
Oklahoma.

The Court further finds that the Defendants, Olen E.  
Easley, Jr. and Darline K. Easley, 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, Olen E.  
Easley, Jr. and Darline K. Easley, are indebted to the Plaintiff  
in the principal sum of \$11,091.00, plus interest at the rate of  
twelve and one-half percent (12.5%) per annum from January 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, Missouri Ozark Construction and Supply, Inc. and Briercroft Service Corporation, are in default and therefore have no right, title, or interest in the real property.

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Olen E. Easley, Jr. and Darline K. Easley, in the principal sum of \$11,091.00, plus interest at the rate of twelve and one-half percent (12.5%) per annum from January 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6.90 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, Ottawa County, Oklahoma, Missouri Ozark Construction and Supply, Inc., and Briercroft Service Corporation, have no right, title, or interest in the real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Olen E. Easley, Jr. and Darline K. Easley, 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.

---

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

  
\_\_\_\_\_  
PHIL PINNELL  
Assistant United States Attorney

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

PP/css

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
MICHAEL R. HARDISON; SHELLY R. )  
HARDISON, now SHELLY R. WILSON; )  
COUNTY TREASURER, Rogers )  
County, Oklahoma; and BOARD OF )  
COUNTY COMMISSIONERS, Rogers )  
County, Oklahoma, )  
 )  
Defendants. )

FILED

NOV - 5 1987

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

CIVIL ACTION NO. 86-C-502-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 5th day  
of November, 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, Rogers County,  
Oklahoma, and Board of County Commissioners, Rogers County,  
Oklahoma, appear by Gene Haynes, Assistant District Attorney,  
Rogers County, Oklahoma; and the Defendants, Michael R. Hardison  
and Shelly R. Hardison, now Shelly R. Wilson, appear not, but  
make default.

The Court being fully advised and having examined the  
file herein finds that the Defendant, Michael R. Hardison,  
acknowledged receipt of Summons and Complaint on June 13, 1986;  
that Defendant, Shelly R. Hardison, now Shelly R. Wilson, was  
served with Summons and Complaint on March 12, 1987; that

Defendant, County Treasurer, Rogers County, Oklahoma, was served with Summons and Complaint on August 22, 1986; and that Defendant, Board of County Commissioners, Rogers County, Oklahoma, acknowledged receipt of Summons and Complaint on June 3, 1986.

On June 15, 1987, the Plaintiff, United States of America, filed its motion for an order granting permission to proceed with foreclosure pursuant to Section 302(3) of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, 50 App. U.S.C. § 532(3). On July 20, 1987, a hearing was held before the United States Magistrate for the Northern District of Oklahoma on the Plaintiff's motion for an order granting permission to proceed with foreclosure. On July 28, 1987, the United States Magistrate recommended that the United States be permitted to proceed with foreclosure provided foreclosure was in rem, and that no deficiency judgment be taken against Michael R. Hardison and Shelly R. Hardison, now Shelly R. Wilson. On September 16, 1987, this Court entered its Order permitting the Plaintiff, United States of America, to proceed with foreclosure pursuant to 50 App. U.S.C. § 532(3).

It appears that the Defendants, County Treasurer, Rogers County, Oklahoma, and Board of County Commissioners, Rogers County, Oklahoma, filed their Answer herein on June 5, 1986; that the Defendant, Michael R. Hardison, has failed to answer and his default has been entered by the Clerk of this Court on July 7, 1986; and that the Defendant, Shelly R. Hardison, now Shelly R. Wilson, has failed to answer and her

default has been entered by the Clerk of this Court on October 23, 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 Rogers County, Oklahoma, within the Northern Judicial District of Oklahoma:

The South 115 feet of the North 450 feet of the East 220 feet of Lot Eight (8), of Section 5, Township 19 North, Range 17 East of the I.B.&M., in Rogers County, Oklahoma, according to the U.S. Government survey thereof.

The Court further finds that on September 27, 1984, the Defendants, Michael R. Hardison and Shelly R. Hardison, 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 \$34,500.00, payable in monthly installments, with interest thereon at the rate of thirteen and one-half percent (13.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Michael R. Hardison and Shelly R. Hardison, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated September 27, 1984, covering the above-described property. Said mortgage was recorded on October 3, 1984, in Book 687, Page 732, in the records of Rogers County, Oklahoma.

The Court further finds that the Defendants, Michael R. Hardison and Shelly R. Hardison, now Shelly R. Wilson, 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, Michael R. Hardison and Shelly R. Hardison, now Shelly R. Wilson, are indebted to the Plaintiff in the principal sum of \$34,825.60, plus interest at the rate of thirteen and one-half percent (13.5%) per annum from September 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, Rogers County, Oklahoma, have a lien on the property which is the subject matter of this action by virtue of real property taxes in the amount of \$134.00, plus penalties and interest, for the year of 1985. Said lien is superior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against the Defendants, Michael R. Hardison and Shelly R. Hardison, now Shelly R. Wilson, in the principal sum of \$34,825.60, plus interest at the rate of thirteen and one-half percent (13.5%) per annum from September 1, 1985 until judgment, plus interest thereafter at the current legal rate of 6.9% 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, Rogers County, Oklahoma, have and recover judgment in the amount of \$134.00, plus penalties and interest, for real property taxes for the year of 1985, plus the costs of this action.

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

First:

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

Second:

In payment of the Defendants, County Treasurer and Board of County Commissioners, Rogers County, Oklahoma, in the amount of \$134.00, plus penalties and interest, for real property 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.

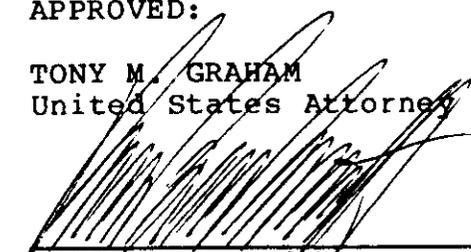
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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

---

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney



---

PETER BERNHARDT  
Assistant United States Attorney



---

GENE HAYNES  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Rogers County, Oklahoma

PB/css

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

BEVERLY A. TACKETT, )  
 )  
Plaintiff, )  
 )  
vs. ) Case No. 86-C-110-E  
 )  
NEW YORK LIFE INSURANCE CO., )  
 )  
Defendant. )

ORDER OF DISMISSAL

On this 3rd day of November, 1987, upon written application of the parties for an order of dismissal with prejudice of the Petition and all 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 Petition and have requested the Court to dismiss the Petition with prejudice to any future action and, the Court, being fully advised in the premises, finds that said Petition should be dismissed; it is, therefore,

ORDERED, ADJUDGED and DECREED by the Court that the Petition and all causes of action of the Plaintiff filed herein against the Defendant be and the same are hereby dismissed with prejudice to any future action.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT COURT JUDGE

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

ALLSTATE INSURANCE COMPANY, an )  
Illinois corporation, )

Plaintiff, )

vs. )

MARTHA JONES and A.T. GREGORY, )

Defendants. )

Case No.:

FILED  
NOV 4 1987  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

ORDER OF DISMISSAL WITH PREJUDICE

It appearing to the Court that the above-entitled action has been fully settled, adjusted, and compromised, and based upon stipulation; therefore,

IT IS ORDERED AND ADJUDGED, that the above-entitled action be, and is hereby, dismissed without cost to either party and with prejudice to the plaintiff.

DATED this 3 day of Nov, 1987.

(Signed) H. Dale Cook

---

H. DALE COOK, Chief Judge  
United States District Court

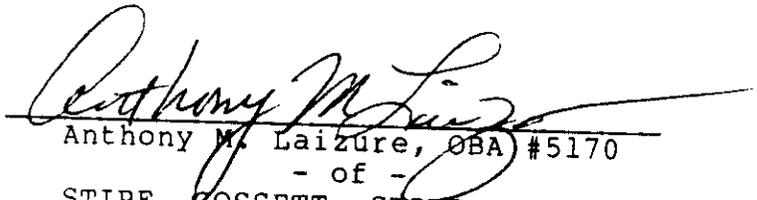
IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

GREEN AUTO CENTER, INC. )  
d/b/a BROOKSIDE GREEN )  
RENAULT, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
AMERICAN MOTORS SALES )  
CORPORATION, )  
 )  
Defendant. )

Case No. 86-C-936-C

STIPULATION OF DISMISSAL

Come now all parties to this action, the plaintiff, Green Auto Center d/b/a Brookside Green Renault, and defendant, American Motors Sales Corporation, having reached a full and complete settlement, hereby stipulate that this action is dismissed with prejudice pursuant to Rule 41(a)(1), Federal Rules of Civil Procedure.



Anthony M. Laizure, OBA #5170  
- of -  
STIPE, BOSSETT, STIPE, HARPER,  
ESTES, McCUNE & PARKS  
P.O. Box 701110  
Tulsa, Oklahoma 74170  
918/745-6084

ATTORNEYS FOR PLAINTIFF

APMg.

*A.P. Murrah, Jr.*

A.P. Murrah, Jr. OBA #6536

- of -

ANDREWS DAVIS LEGG BIXLER

MILSTEN & MURRAH

500 West Main

Oklahoma City, Oklahoma 73102

405/272-9241

ATTORNEYS FOR DEFENDANT,  
AMERICAN MOTORS SALES CORPORATION

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

A. T. GREGORY, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 RIVERSIDE NURSING HOME, INC., )  
 RICHARD A. DOSS, M.D., )  
 RICHARD A. DOSS, M.D., INC., )  
 BOYD O. WHITLOCK, M.D., )  
 RAGLAND'S RIVERSIDE PHARMACY, )  
 INC., and MARTHA JONES, )  
 )  
 Defendants. )

No. 86-C-318-C

FILED  
NOV 2 1987  
U.S. DISTRICT COURT

ORDER OF DISMISSAL

On this 3 day of <sup>Nov</sup> October, 1987, the above matter comes on for hearing upon the written Stipulation of Dismissal With Prejudice of all parties herein. The Court having examined said Stipulation, and being fully advised in the premises, finds that said cause of action should be dismissed pursuant to said Stipulation.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court that the above-entitled cause of action be and the same is hereby dismissed with prejudice.

(Signed) W. Dale Cook

UNITED STATES DISTRICT JUDGE

FILED

NOV -3 1987

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

SOONER FEDERAL SAVINGS AND LOAN )  
ASSOCIATION, a corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
JANIE W. LUNDEEN, now BARTON, )  
 )  
Defendant. )

Case No. 87-C-858 B

NOTICE OF DISMISSAL

TO: Sooner Federal Savings & Loan Association  
c/o Michael J. Gibbens, Esq.  
Randall J. Snapp, Esq.  
Jones, Givens, Gotcher, Bogan & Hilborne  
3800 First National Tower  
Tulsa, Oklahoma 74101

Please take notice that the counterclaim filed by the Defendant, Janie W. Barton (in the subject state court foreclosure action which was removed by Plaintiff) is hereby dismissed without prejudice pursuant to Rule 41(a)(1)(i) and (c) of the Federal Rules of Civil Procedure.

Dated this 3<sup>rd</sup> day of November, 1987.

NEWTON & O'CONNOR

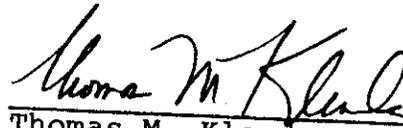
By Thomas M. Klenda  
Thomas M. Klenda, OBA #5071  
1400 Boston Bldg., Suite 600  
1412 South Boston Avenue  
Tulsa, Oklahoma 74119  
(918) 587-0101

Attorneys for Defendant,  
Janie W. Barton

CERTIFICATE OF MAILING

I hereby certify that on the 3<sup>rd</sup> day of November, 1987, a true and correct copy of the foregoing was placed in the U.S. mail with sufficient postage affixed thereon and properly addressed to:

Michael J. Gibbens, Esq.  
Randall J. Snapp, Esq.  
Jones, Givens, Gotcher, Bogan &  
Hilborne  
3800 First National Tower  
Tulsa, Oklahoma 74103



Thomas M. Klenda

182.1.13/18

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

ADAM WAYNE STERLING, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 FRANK THURMAN, Sheriff, Tulsa )  
 County; JOHN DOE, Warden, )  
 TULSA CITY-COUNTY JAIL, City )  
 of Tulsa; County of Tulsa; )  
 and SOUTHWESTERN BELL TELE- )  
 PHONE COMPANY, )  
 )  
 Defendant. )

86-C-763-B CONS.  
No. ~~86-C-803-B~~  
86-C-804-B

**FILED**

NOV - 3 1987

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

O R D E R

Plaintiff Adam Wayne Sterling filed seven separate civil rights actions. Five were dismissed September 1, 1987. In Case No. 86-C-804, there remains Count II and Count III dealing with the quality and quantity of prison food at the Tulsa City-County Jail. Plaintiff was ordered to file within ten (10) days from October 8, 1987, an expert witness list. Plaintiff has failed to do so.

These same issues of nutrition and sanitation were considered and resolved in James E. Clayton and Judy Guilfoyle, et al., v. Frank Thurman, et al., No. 79-C-723. Plaintiff herein was a member of the class in that class action. Said action remained in this court from December, 1979 until September, 1987, inclusive of the time frame in Plaintiff's complaint 86-C-804, regarding food nutrition and quantity.

In the case of Clayton v. Thurman, the Court considered issues and was provided evidence relative to food nutrition,

quantity, and sanitation in preparation and service of food. The Plaintiff's final attack of the class dealt with the unconstitutionality of the Tulsa County Jail in its "totality." In said various areas of the food service at the Tulsa City -County Jail facility no constitutional violations were determined as it was found in conformance with constitutional requirements. Therefore, Plaintiff's claim in case number 86-C-804 is hereby dismissed as being res judicata regarding the time frame and complaint alleged, and because of Plaintiff's failure to comply with supplying a witness list as previously stated. The issues in 86-C-803 still remain.

IT IS SO ORDERED, this 2<sup>nd</sup> day of November, 1987.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

ADAM WAYNE STERLING, )  
)  
Plaintiff, )  
)  
v. )  
)  
FRANK THURMAN, Sheriff, Tulsa )  
County; JOHN DOE, Warden, )  
TULSA CITY-COUNTY JAIL, City )  
of Tulsa; County of Tulsa; )  
and SOUTHWESTERN BELL TELE- )  
PHONE COMPANY, )  
)  
Defendant. )

86-C-763-B CONS.  
No. 86-C-803-B  
86-C-804-B

**FILED**

NOV - 3 1987

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

O R D E R

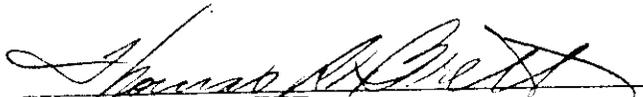
Plaintiff Adam Wayne Sterling filed seven separate civil rights actions. Five were dismissed September 1, 1987. In Case No. 86-C-804, there remains Count II and Count III dealing with the quality and quantity of prison food at the Tulsa City-County Jail. Plaintiff was ordered to file within ten (10) days from October 8, 1987, an expert witness list. Plaintiff has failed to do so.

These same issues of nutrition and sanitation were considered and resolved in James E. Clayton and Judy Guilfoyle, et al., v. Frank Thurman, et al., No. 79-C-723. Plaintiff herein was a member of the class in that class action. Said action remained in this court from December, 1979 until September, 1987, inclusive of the time frame in Plaintiff's complaint 86-C-804, regarding food nutrition and quantity.

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quantity, and sanitation in preparation and service of food. The Plaintiff's final attack of the class dealt with the unconstitutionality of the Tulsa County Jail in its "totality." In said various areas of the food service at the Tulsa City -County Jail facility no constitutional violations were determined as it was found in conformance with constitutional requirements. Therefore, Plaintiff's claim in case number 86-C-804 is hereby dismissed as being res judicata regarding the time frame and complaint alleged, and because of Plaintiff's failure to comply with supplying a witness list as previously stated. The issues in 86-C-803 still remain.

IT IS SO ORDERED, this 2<sup>nd</sup> day of November, 1987.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entire*

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

UNITED STATES FOR THE USE AND )  
BENEFIT OF J. RONALD )  
PERCEFULL, d/b/a ARROWHEAD )  
LANDSCAPE, INC., )

Plaintiff, )

vs. )

Case No. 87-C-703-B

MID-CONTINENT CASUALTY CO., )  
and CARNES CONSTRUCTION CO., )  
a/k/a CARNES BROS. CONSTRUCTION )  
CO., )

Defendants. )

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW Plaintiff and Defendants by and through their  
respective attorneys of record and stipulate to the dismissal of  
the above-styled and numbered cause with prejudice to any future  
action.

COULTER AND RAYLI

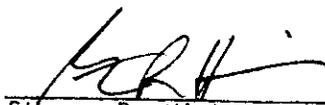
By:



Craig Coulter  
1602 South Main St.,  
Tulsa, OK 74119  
(918) 585-8800  
ATTORNEYS FOR PLAINTIFF

FRASIER & FRASIER

By:



Steven R. Hickman, OBA#4172  
1700 Southwest Boulevard  
P.O. Box 799  
Tulsa, OK 74101  
(918) 584-4724  
ATTORNEYS FOR DEFENDANTS

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

WOOD, RICHARD L. )  
WOOD, CAROLE J. )  
Debtors, )  
VICTORY NATIONAL BANK, )  
Appellant, )  
vs. )  
RICHARD L. WOOD and )  
CAROLE J. WOOD, Debtors, )  
Appellees.)

Bankruptcy Case No. 87-00955

District Court No. 87-C-534-B

**FILED**

NOV - 3 1987

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

ORDER

Before the Court for disposition is the motion of the Debtors, Richard L. Wood and Carole J. Wood, to dismiss this bankruptcy appeal filed by Victory National Bank. The Court has previously ordered in a related but not consolidated case of 87-C-535-B that the Victory National Bank's appeal is premature and should be dismissed. Therefore, for the reasons set forth in the Court's September 21, 1987 order in Case 87-C-535-B, the Court hereby dismisses this appeal as premature. The September 21, 1987 order is attached and is incorporated by reference.

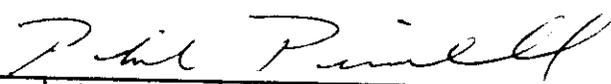
IT IS SO ORDERED, this 2<sup>nd</sup> day of November, 1987.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE



CERTIFICATE OF MAILING

This is to certify that on the 3<sup>rd</sup> day of ~~October~~<sup>November</sup>, 1987, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Andrew Turner, 2400 First National Tower, Tulsa, Oklahoma

  
Assistant United States Attorney

ldp

Entered

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

TULSA ADJUSTMENT BUREAU, INC., A Corporation, )

Plaintiff, )

v. )

NO. 87-C-312-B

GEORGE W. LUTHER AND ELIZABETH LUTHER d/b/a LU-BET PUBLISHING CO., )

Defendants, )

GEORGE W. LUTHER AND ELIZABETH LUTHER d/b/a LU-BET PUBLISHING CO., )

Third Party Plaintiffs, )

v. )

SOUTHWESTERN BELL TELEPHONE COMPANY AND AT&T, )

Third Party Defendants. )

FILED

NOV 3 1987

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

AGREED JOURNAL ENTRY OF JUDGMENT

Upon application of the parties and upon advice to the Court that the above captioned lawsuit has been settled, the Court finds that the parties have reached a settlement agreement in accordance with the terms set forth below.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That George W. Luther and Elizabeth Luther, d/b/a Lu-Bet Publishing Co., agree to pay the amount of \$583.99, payable as follows:

- \$200.00 to be paid immediately,
- \$191.99 promptly paid on or before October 30, 1987,
- \$191.99 promptly paid on or before November 30, 1987.

The payments shall be made to Tulsa Adjustment Bureau, Inc., and shall be sent to the office of their attorney, Jacobus & Associates, 4143 E. 31st., Tulsa, OK 74135.

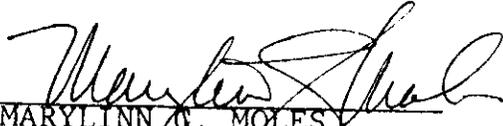
Provided that the above payments are made, no other amounts shall be owed.

2. The parties agreed that this Journal Entry shall serve as a release of all claims, demands, causes of action whatsoever which the Luthers may have against Southwestern Bell Telephone Co., and A T & T, and of their affiliated companies and Tulsa Adjustment Bureau, Inc.
3. Upon receipt of final payment of the claims of Tulsa Adjustment Bureau, Inc., vs. George W. Luther and Elizabeth Luther, d/b/a Lu-Bet Publishing Co., Tulsa Adjustment Bureau, Inc., shall file notification of final payment and dismissal with prejudice with the Court.
4. The parties expressly recognize that this agreement is not an admission of liability on the part of any party but is a compromise and settlement of the various claims of the parties.
5. In the event that the Luthers shall fail to pay the amounts due in accordance with the provisions set forth in paragraph #1 above, Tulsa Adjustment Bureau, Inc., shall have the right to collect all interest, costs and attorney fees incurred in enforcing this agreement, whether through judicial action or otherwise. interest shall be computed at an annual rate of 10% and shall be computed from June 15, 1984, to date of payment.

S/ THOMAS R. BRETT

U.S. DISTRICT COURT JUDGE

(3)

  
MARYLINN G. MOLES,  
Attorney for Plaintiff  
Tulsa Adjustment Bureau, Inc.,

  
GEORGE M. MAKOHIN,  
Attorney for Southwestern  
Bell Telephone Co.

  
PHILIP K. BLOUGH,  
Attorney for Defendants  
The Luthers

  
TERRY M. THOMAS  
Attorney for A T & T

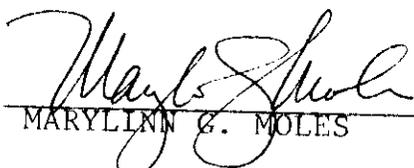
CERTIFICATE OF MAILING

I, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 1987,  
a true and correct copy of the above and foregoing, was mailed  
with sufficient postage thereon fully prepaid to:

George M. Makohin, OBA #5639 , Attorney for Southwestern Bell  
800 North Harvey, Room 310 Telephone Co.  
Oklahoma City, OK 73102

Terry M. Thomas , Attorney for A T & T  
NORMAN, WOHLGEMUTH & THOMPSON  
909 Kennedy Building  
Tulsa, OK 74103

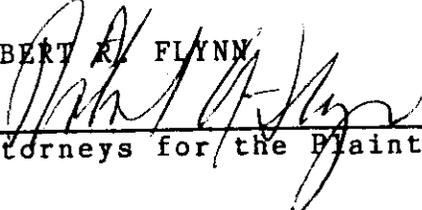
Philip K. Blough, II, Attorney for the Defendants  
423 S. Main Mall, Suite 510  
Tulsa, OK 74103

  
MARYLINN G. MOLES

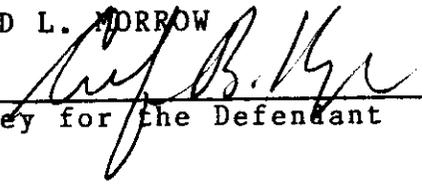


APPROVALS:

ROBERT K. FLYNN

  
\_\_\_\_\_  
Attorneys for the Plaintiff

RICHARD L. MORROW

  
\_\_\_\_\_  
Attorney for the Defendant

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

JOHN R. CHRISTMAN, )

Defendant. )

NOV 2 - 1987

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

CIVIL ACTION NO. 87-C-876-C

AGREED JUDGMENT

This matter comes on for consideration this 30<sup>th</sup>  
of October, 1987, the Plaintiff appearing by Tony M. Graham,  
United States Attorney for the Northern District of Oklahoma,  
through Peter Bernhardt, Assistant United States Attorney, and  
the Defendant, John R. Christman, appearing pro se.

The Court, being fully advised and having examined the  
file herein, finds that the Defendant, John R. Christman,  
acknowledged receipt of Summons and Complaint on October 28,  
1987. The Defendant has not filed an Answer but in lieu thereof  
has agreed that he is indebted to the Plaintiff in the amount  
alleged in the Complaint and that judgment may accordingly be  
entered against him in the amount of \$2,425.00, plus accrued  
interest of \$427.65 as of August 23, 1987, plus interest at the  
rate of 8 percent per annum from August 23, 1987, until  
judgment, plus interest thereafter at the legal rate until paid,  
plus the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, John R. Christman, in the amount of \$2,425.00, plus accrued interest of \$427.65 as of August 23, 1987, plus interest at the rate of 8 percent per annum from August 23, 1987, until judgment, plus interest thereafter at the current legal rate of 6.90 percent per annum until paid, plus the costs of this action.

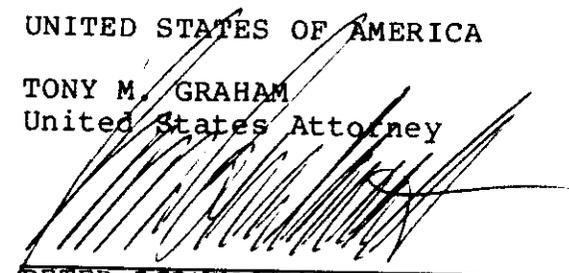
(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

TONY M. GRAHAM  
United States Attorney

  
PETER BERNHARDT  
Assistant U.S. Attorney

  
JOHN R. CHRISTMAN

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

**FILED**

NOV 2 1987

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 HAROLD EUGENE DUNHAM, )  
 )  
 Movant. )

NO. 86-CR-86-B  
No. 87-C-908-B

O R D E R

This matter comes before the Court on the Movant's Motion Pursuant to 28 U.S.C. §2255 to Vacate, Set Aside, or Correct Sentence By a Person in Federal Custody. The Court finds that the Movant's §2255 motion is unsupported and without merit and is more properly characterized as a motion for reduction of sentence under Fed.R.Crim.P. 35.

In converting the Movant's civil case to a Rule 35 motion, the Court notes that the Movant's asserted grounds for the §2255 motion are the applicability of the new sentencing guidelines and a plea for leniency.

On November 26, 1986, this Court ruled on the Movant's properly filed Fed.R.Crim.P. 35(b) motion for reduction of sentence. In that order the Court reduced the Defendant's sentence from forty-eight months to thirty months. Defendant's supplemental motion must be denied as it is untimely under the strict 120-day time limit for filing Rule 35 motions. The 120-day time limit is jurisdictional and may not be extended. United States v. Addonizio, 442 U.S. 178 (1979). A second Rule

35 motion filed out of time does not relate back to an original timely motion. United States v. United States District Court, Central District, 509 F.2d 1352 (9th Cir. 1975), cert. denied, 421 U.S. 962.

Defendant argues that the new sentencing guidelines should be consulted to ascertain the term of incarceration that he should serve for the crime committed. The sentencing guidelines to which the Defendant refers have no application to the sentence imposed in this case. The events set forth in the indictment and the Defendant's sentencing predate the sentencing guidelines which became effective November 1, 1987.

Defendant's supplemental Rule 35 motion is untimely and is therefore denied.

IT IS SO ORDERED, this 24<sup>th</sup> day of November, 1987.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

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

FILED

NOV -2 1987

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

GENE ELSBERRY, an individual, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 AMERICAN SIGN AND INDICATOR )  
 CORPORATION, a Washington )  
 corporation, )  
 )  
 Defendant. )

No. 86-C-685-B

ORDER OF DISMISSAL WITH PREJUDICE

This matter comes before the Court on the Stipulation of Dismissal with Prejudice of the parties herein.

Being advised in the premises and for good cause shown, the Court hereby dismisses with prejudice Plaintiff's cause of action.

The Court further orders each party to bear its respective attorney's fees and costs of the action.

DATED this 2<sup>nd</sup> day of November, 1987.

S/ THOMAS R. BRETT

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

Effox, Inc.

Plaintiff(s),

vs.

Econotherm Energy Systems Corp.

Defendant(s).

No. 86-C-964-E

FILED  
NOV 17 1987  
U.S. DISTRICT COURT

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 45 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 17<sup>th</sup> day of November, 1987.

  
UNITED STATES DISTRICT JUDGE