

**E I L E D**

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

MAR 31 1988

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

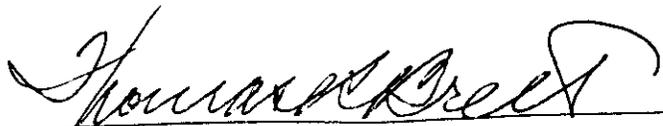
MOUNTAIN MEDICAL LEASING, INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 AMERICAN MEDICAL SUPPORT, INC. )  
 and RONALD CONQUEST, )  
 )  
 Defendants. )

No. 87-C-856-B

J U D G M E N T

In accordance with the Findings of Fact and Conclusions of Law filed this 30<sup>th</sup> day of March, 1988, Judgment in the amount of One Hundred Thirty One Thousand Four Hundred Fifty-Seven and No/100 Dollars (\$131,457.00), is hereby granted Plaintiff, Mountain Medical Leasing, Inc., on its claim against American Medical Support, Inc. and Ronald Conquest, with Twelve Thousand Eighty-Four and 82/100 Dollars (\$12,084.82) pre-judgment interest and post-judgment interest at the coupon yield rate of 6.71% per annum from March 17, 1983, until paid in full. Costs are assessed against Defendants. Attorney fees will be considered upon proper application pursuant to Local Rule 6(f).

ENTERED this 30<sup>th</sup> day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

LARRY D. SPENCER, )

Defendant. )

MAR 31 1988

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

CIVIL ACTION NO. 87-C-915-B

NOTICE OF DISMISSAL

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

Dated this 31<sup>st</sup> day of March, 1988.

UNITED STATES OF AMERICA

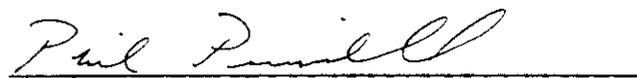
TONY M. GRAHAM  
United States Attorney



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

CERTIFICATE OF SERVICE

This is to certify that on the 31<sup>st</sup> day of March, 1988, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Mr. Larry D. Spencer, 130 South 41st West Avenue, Tulsa, Oklahoma 74127.

  
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 RAY FRANKLIN BARB; BARBARA ANN )  
 BARB, Individually, and BARBARA )  
 ANN BARB as power of attorney )  
 for Ray Franklin Barb; COUNTY )  
 TREASURER, Mayes County, )  
 Oklahoma; and BOARD OF COUNTY )  
 COMMISSIONERS, Mayes County, )  
 Oklahoma, )  
 )  
 Defendants. )

**FILED**  
MAR 31 1988  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

CIVIL ACTION NO. 87-C-1034-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 30<sup>th</sup> day  
of March, 1988. 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 and Board of County  
Commissioners, Mayes County, Oklahoma, appear by their attorney  
Charles A. Ramsey, Assistant District Attorney, Mayes County,  
Oklahoma; the Defendants, Ray Franklin Barb and Barbara Ann Barb,  
Individually, and Barbara Ann Barb as power of attorney for Ray  
Franklin Barb, appear not, but make default.

The Court being fully advised and having examined the  
file herein finds that the Defendants, Ray Franklin Barb and  
Barbara Ann Barb, Individually, and Barbara Ann Barb as power of  
attorney for Ray Franklin Barb, acknowledged receipt of Summons  
and Complaint on December 21, 1987; that Defendant, County

Treasurer, Mayes County, Oklahoma, acknowledged receipt of Summons and Complaint on February 11, 1988; and that Defendant, Board of County Commissioners, Mayes County, Oklahoma, acknowledged receipt of Summons and Complaint on December 14, 1987.

It appears that the Defendants, County Treasurer and Board of County Commissioners, Mayes County, Oklahoma, filed their Answer, Cross-Claim, and Counter-Claim herein on February 23, 1988; and that the Defendants, Ray Franklin Barb and Barbara Ann Barb, Individually, and Barbara Ann Barb as power of attorney for Ray Franklin Barb, have failed to answer and their default has been entered by the Clerk of this Court on February 10, 1988.

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

Lot Number 6 of OAK MANOR HEIGHTS SUBDIVISION NO. 2, a Subdivision in Mayes County, State of Oklahoma, according to the recorded plat and survey thereof.

The Court further finds that on August 16, 1984, Ray Franklin Barb by Barbara Ann Barb as power of attorney and Barbara Ann Barb, 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 \$39,000.00, 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, Ray Franklin Barb by Barbara Ann Barb as power of attorney and Barbara Ann Barb, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated August 16, 1984, covering the above-described property. Said mortgage was recorded on August 16, 1984, in Book 631, Page 856, in the records of Mayes County, Oklahoma.

The Court further finds that the Defendants, Ray Franklin Barb and Barbara Ann Barb, Individually, and Barbara Ann Barb as power of attorney for Ray Franklin Barb, 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, Ray Franklin Barb and Barbara Ann Barb, Individually, and Barbara Ann Barb as power of attorney for Ray Franklin Barb, are indebted to the Plaintiff in the principal sum of \$39,146.85, plus interest at the rate of 13.5 percent per annum from November 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, Mayes County, Oklahoma, have a lien on the property which is the subject matter of this action by virtue of personal property taxes in the amount of \$16.83. Said lien is inferior 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, Ray Franklin Barb and Barbara Ann Barb, Individually, and Barbara Ann Barb as power of attorney for Ray Franklin Barb, in the principal sum of \$39,146.85, plus interest at the rate of 13.5 percent per annum from November 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6.71 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, Mayes County, Oklahoma, have and recover judgment in the amount of \$16.83 for personal property taxes, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Ray Franklin Barb and Barbara Ann Barb, Individually, and Barbara Ann Barb as power of attorney for Ray Franklin Barb, 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;

Third:

In payment of the Defendants, County  
Treasurer and Board of County Commissioners,  
Mayes County, Oklahoma, in the amount of  
\$16.83, personal property taxes which are  
currently due and owing.

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

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

S/ THOMAS R. BRETT

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UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

---

PETER BERNHARDT  
Assistant United States Attorney

---

CHARLES A. RAMSEY  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners  
Mayes County, Oklahoma



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

CLARICE HARLESS, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 OTIS R. BOWEN, M.D., )  
 Secretary of Health and )  
 Human Services, )  
 )  
 Defendant. )

**FILED**

MAR 31 1988

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

CIVIL ACTION NO. 87-C-864-E ✓

O R D E R

Upon Motion of the Defendant, Otis R. Bowen, M.D., Secretary of Health and Human Services, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and for good cause shown, it is hereby ORDERED that this case be remanded to the Secretary for readjudication.

Dated this \_\_\_\_\_ day of March, 1988.

BY JAMES O. ELSON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

TONY M. GRAHAM  
United States Attorney

PETER BERNHARDT  
Assistant United States Attorney



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

**F I L E D**

MAR 31 1988

DAVIS RESOURCES, also formerly )  
 known as DABRO ENTERPRISES, an )  
 Oklahoma general partnership, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 EL PASO NATURAL GAS COMPANY, )  
 a Delaware corporation, )  
 )  
 Defendant. )

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

No. 86-C-649-E

ORDER

The Court, on this 30<sup>th</sup> day of March, 1988, having considered the joint motion filed in this cause, hereby ORDERS, ADJUDGES AND DECREES that this cause be and is hereby dismissed with prejudice to its refiling.

*JAMES D. ELSON*

United States District Judge

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

RITA A. ROBERTS, )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 86-C-620-E  
 )  
 PAWHUSKA HOSPITAL, INC., an )  
 Oklahoma corporation and SAM )  
 GROOM, )  
 )  
 Defendants. )

**F I L E D**

MAR 31 1988

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

ORDER

NOW on this 30<sup>th</sup> day of March, 1988, the court being advised that a compromise settlement having been reached between the Plaintiff and the Defendants and those parties stipulating to a Dismissal with Prejudice, the court orders the captioned case dismissed with prejudice as to the Defendants.

/s/ JAMES O. ELISON

UNITED STATES DISTRICT JUDGE

**FILED**

MAR 30 1988

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

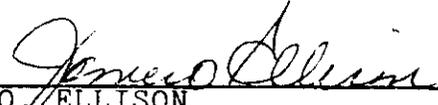
JEAN GAINES,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 85-C-204-E
	)	
SUN REFINING AND MARKETING	)	
COMPANY, INC.,	)	
	)	
Defendant.	)	

JUDGMENT

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

IT IS ORDERED AND ADJUDGED that the Plaintiff Jean Gaines take nothing from the Defendant Sun Refining and Marketing Company, Inc., that the action be dismissed on the merits, and that the Defendant Sun Refining and Marketing Company, Inc. recover of the Plaintiff Jean Gaines its costs of action.

DATED at Tulsa, Oklahoma this 29<sup>th</sup> day of March, 1988.

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

**F I L E D**

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

**MAR 30 1988**

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

CHARLES SCHUSTERMAN and )  
LYNN N. SCHUSTERMAN, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
UNITED STATES OF AMERICA, )  
 )  
Defendant. )

CIVIL NO. 87-C-672 B

ORDER OF DISMISSAL WITHOUT PREJUDICE

The parties' Joint Motion for Dismissal Without Prejudice comes on before this Court, and upon due consideration the same is hereby granted.

S/ THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MILFORD J. CARTER; EVELYN C. )  
 CARTER; CITICORP, Person to )  
 Person Financial Center, Inc.; )  
 COUNTY TREASURER, Tulsa County, )  
 Oklahoma; BOARD OF COUNTY )  
 COMMISSIONERS, Tulsa County, )  
 Oklahoma, )  
 )  
 Defendants. )

**FILED**

**MAR 30 1988**

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

CIVIL ACTION NO. 87-C-97-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 29<sup>th</sup> day of March, 1988. 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, Citicorp, Person to Person Financial Center, Inc., appears by L. Rene Millet; and the Defendants, Milford J. Carter and Evelyn C. Carter, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Milford J. Carter and Evelyn C. Carter, were served with Summons and Complaint on

September 23, 1987; that Defendant, Citicorp, Person to Person Financial Center, Inc., acknowledged receipt of Summons and Complaint on February 17, 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, Citicorp, Person to Person Financial Center, Inc., filed an answer on its Acknowledgment of Receipt of Summons and Complaint on February 20, 1987; and that the Defendants, Milford J. Carter and Evelyn C. Carter, 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:

Lot Twenty (20), Block Fifty-six (56), VALLEY VIEW ACRES THIRD ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

The Court further finds that on May 17, 1975, the Defendants, Milford J. Carter and Evelyn C. Carter, 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 \$10,000.00, 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, the Defendants, Milford J. Carter and Evelyn C. Carter, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated May 17, 1975, covering the above-described property. Said mortgage was recorded on June 2, 1975, in Book 4167, Page 1396, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Milford J. Carter and Evelyn C. Carter, 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, Milford J. Carter and Evelyn C. Carter, are indebted to the Plaintiff in the principal sum of \$8,929.48, plus interest at the rate of eight and one-half percent (8.5%) 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.

The Court further finds that the Defendant, Citicorp, Person to Person Financial Center, Inc., has a lien on the property which is the subject matter of this action by virtue of a mortgage dated January 16, 1984, and recorded on January 17, 1984, in Book 4759 at Page 1598. Principal balance and interest owed is \$33,526.58 as of February 17, 1988, plus interest at the rate of 14.250 percent per annum until paid. Said lien is inferior 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, Milford J. Carter and Evelyn C. Carter, in the principal sum of \$8,929.48, plus interest at the rate of eight and one-half percent (8.5%) per annum from August 1, 1986 until judgment, plus interest thereafter at the current legal rate of \_\_\_\_\_ 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 the Defendant, Citicorp, Person to Person Financial Center, Inc., have and recover judgment in the amount of \$33,526.58 as of

February 17, 1988, plus interest at the rate of 14.250 percent until paid for the amount due and owing on a mortgage, plus the costs of this action.

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

First:

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

Second:

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

Third:

In payment of the Defendant, Citicorp, Person to Person Financial Center, Inc., in the amount of \$33,526.58 as of February 17, 1988, plus interest at the rate of 14.250 percent per annum until paid.

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

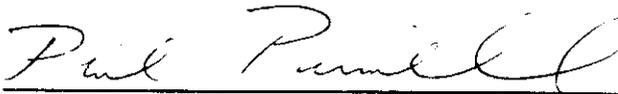
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney



PHIL PINNELL  
Assistant United States Attorney

CITICORP, Person to Person  
Financial Center, Inc.

BY: 

L. RENE MILLET

(Type Name)

Vendor Manager

(Title)



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

PP/css

*Entered*

**FILED**

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

MAR 30 1987

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

MILJACK, INC. d/b/a BUDGET )  
 RENT A CAR OF TULSA, and )  
 FINE AIRPORT PARKING, INC., )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 THE CITY OF TULSA, OKLAHOMA, )  
 and THE TULSA AIRPORT )  
 AUTHORITY, )  
 )  
 Defendants. )

No. 87-C-529-C ✓

O R D E R

Now before the Court for its consideration is the motion of the defendants to dismiss the First Amended Complaint.

Plaintiffs allege that they operate off-airport parking lots in competition with a parking lot operated by the Tulsa Airport Authority (TAA). Plaintiffs further allege that the defendants have and are engaging in monopolistic conduct designed to exclude plaintiffs from the airport parking market, all in violation of Section 2 of the Sherman Act, 15 U.S.C. §2.

Plaintiffs further attack City of Tulsa Ordinance No. 16822 which assesses a charge against commercial vehicles operating in public areas. Plaintiffs contend that passage of this ordinance further reflects monopolistic and predatory conduct on the defendants' part. Plaintiffs also seek a declaration that Ordinance 16822 is in conflict with 47 O.S. §1148, the "free

highway access" statute. Finally, plaintiffs contend that the passage of the ordinance was arbitrary and capricious.

Section 2 of the Sherman Act prohibits monopolizing "any part of the trade or commerce among the several states." 15 U.S.C. §2. The jurisdictional reach of the Act is broad, and generally coextensive with Congressional authority under the Commerce Clause. McLain v. Real Estate Bd., 444 U.S. 232, 241 (1980). A plaintiff may establish federal jurisdiction under the Act upon a showing that "defendants' activity is itself in interstate commerce or, if it is local in nature, that it has an effect on some other appreciable activity demonstrably in interstate commerce." Id. at 242.

Defendants contend that this action should be dismissed, as there is an insufficient nexus to interstate commerce demonstrated by the Complaint's allegations. They place principal reliance upon United States v. Yellow Cab, 332 U.S. 218 (1947), in which the government sought to restrain a monopoly of taxicab services conveying railroad passengers to and from railway stations. The government argued that the connection of this transportation service with the numerous passengers travelling interstate by rail constituted sufficient nexus with interstate commerce. The Supreme Court disagreed, holding that "such transportation is too unrelated to interstate commerce to constitute a part thereof within the meaning of the Sherman Act." Id. at 230. At various points, however, the Court narrowed the scope of its ruling. It stated that it did not intend to establish any absolute rule regarding such situations. Id. at 232-33. Further, that not all

conspiracies among local cab drivers were necessarily unrelated to interstate commerce. Id. at 233. The Court summarized:

All that we hold here is that when local taxicabs merely convey interstate train passengers between their homes and the railroad station in the normal course of their independent local service, that service is not an integral part of interstate transportation. And a restraint on or monopoly of that general local service, without more, is not proscribed by the Sherman Act.

Id. (emphasis added). Under the allegations in the Complaint, the airport parking facilities are not incidental to the plaintiffs' services, as picking up an airport fare would be to a taxicab driver, but are the essence of that business. At this time, the Court cannot say that, as to the "interstate commerce" nexus, it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which will entitle him to relief. Crane v. Intermountain Health Care, Inc., 637 F.2d 715, 724 (10th Cir. 1981). Therefore, the motion to dismiss will be denied on this basis.

The defendants also contend that the activities alleged by the plaintiff fall within the doctrine of "state action" immunity. This doctrine was first articulated in Parker v. Brown, 317 U.S. 341 (1943), in which the Supreme Court upheld the enforcement of a California law under which private producers could be ordered to hold raisins off the market, thereby raising prices. The Court found that the Sherman Act is directed against "individual and not state action" and therefore that state regulatory programs could not violate it. Id. at 352. However, the Court warned that "a state does not give immunity to those who violate the Sherman Act by authorizing them to violate it, or by

declaring that their action is lawful ...." Id. The exact boundaries of state action remained unclear. In California Retail Liquor Dealers Ass'n. v. Midcal Aluminum, 445 U.S. 97, 105 (1980), the Court set forth the following test for immunity:

First, the challenged restraint must be "one clearly articulated and affirmatively expressed as state policy"; second, the policy must be "actively supervised" by the State itself.

Subsequently, and most pertinent to the case at bar, the Supreme Court has held that only the first half of this test need be met when immunity is sought for a subordinate governmental unit, such as a municipality. Town of Hallie v. City of Eau Claire, 471 U.S. 34, 46 (1985). The issue before this Court, therefore, is whether the activities complained of have been authorized by the State of Oklahoma.

The defendants refer the Court to 3 O.S. §65.1, et seq., which they describe as "the enabling legislation for ownership, operation, maintenance and improvement of municipal airports in the State of Oklahoma." 3 O.S. §65.2(a) provides in part:

Every municipality is authorized, out of any appropriations or other moneys made available for such purpose, to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police airports and air navigation facilities....

3 O.S. §65.8(a) provides in part:

A municipality, which has established or acquired or which may hereafter establish or acquire an airport or air navigation facility, is authorized to adopt, amend and repeal such reasonable ordinances, resolutions, rules, regulations and orders as it shall deem necessary for the management, government and use of such airport or air navigation facility under its control....

These provisions grant to the defendants broad authority over commercial activities at the airport. In reviewing Wisconsin statutes granting similar broad authority, the Supreme Court stated in Town of Hallie v. City of Eau Claire, 471 U.S. 34, 42 (1985):

As discussed above, the statutes clearly contemplate that a city may engage in anticompetitive conduct. Such conduct is a foreseeable result of empowering the City to refuse to serve unannexed areas. It is not necessary ... for the state legislature to have stated explicitly that it expected the City to engage in conduct that would have anticompetitive effects.... [I]t is sufficient that the statutes authorized the City to provide sewage services and also to determine the areas to be served. We think it is clear that anticompetitive effects logically would result from this broad authority to regulate.

Similarly, this Court believes that the relevant statutes clearly contemplate anticompetitive conduct regarding airport services, and that such conduct is therefore protected state action under the Parker doctrine. See also Sterling Beef Co. v. City of Fort Morgan, 810 F.2d 961 (10th Cir. 1987). Even more specifically, 3 O.S. §65.5(a) provides in part:

In operating an airport or air navigation facility owned, leased or controlled by a municipality, such municipality may enter into contracts, leases and other arrangements for a term not exceeding twenty-five (25) years with any persons.

(1) granting the privilege of using or improving such airport or air navigation facility or any portion or facility thereof, or space therein for commercial purposes;

(2) conferring the privilege of supplying goods, commodities, things, services or facilities at such airport or air navigation facility;

Virtually identical language in Louisiana statutes was held to bring an airport authority within the Parker exemption in Airline Car Rental v. Shreveport Airport Authority, 667 F.Supp. 303, 307

(W.D.La. 1987). See also Independent Taxicab Drivers' Employees v. Greater Houston Transportation Co., 760 F.2d 607, 610-11 (5th Cir.), cert. denied, 474 U.S. 903 (1985). The Court must conclude that Count 1 of the Complaint, based as it is upon federal antitrust law, should be dismissed.

In Count III, the plaintiffs assert that the fee schedule established in Ordinance No. 16822 is arbitrary and capricious, and invalid under both federal and state law. The federal law cited is 49 U.S.C. §2210(a), a provision of the Airport and Airway Improvement Act of 1982. There is no authority holding that this statute provides a private cause of action, at least for one not a member of the general public using the national air transportation system. Interface Group, Inc. v. Mass. Port Auth., 631 F.Supp. 483, 495-96 (D.Mass. 1986).

In Count IV of the Complaint, plaintiffs allege that Ordinance No. 16822 violates the Equal Protection Clause of the United States Constitution. The Supreme Court has held that

we will not overturn [a statute that does not burden a suspect class or a fundamental interest] unless the varying treatment of different groups or persons is so unrelated to the achievement of any combination of legitimate purposes that we can only conclude that the legislature's actions were irrational.

Vance v. Bradley, 440 U.S. 93, 97 (1979). To uphold such an ordinance, it need only be shown that the classification scheme embodied in the ordinance is "rationally related to a legitimate state interest." New Orleans v. Dukes, 427 U.S. 297, 303 (1976). The plaintiffs do not contend that the ordinance burdens a suspect class or a fundamental interest. Rather, they contend

that the classification of commercial companies under the ordinance is not related to any legitimate state interest. The ordinance provides that "persons owning and/or operating commercial vehicles that forward cargo or freight and utilize only the Cargo Buildings and do not serve the Terminal Building at the airport" do not have to pay a fee based upon the number of trips made to the airport. These cargo/freight forwarding businesses pay only a flat annual fee.

The ordinance contains a statement of policy and purpose which states that the purposes of the ordinance are to raise revenue for use in relation to debts incurred in construction and improvement of the airport, and in relation to ongoing costs of running the airport. The Court finds that revenue is a legitimate state purpose. cf. San Antonio Indep. School Dist. v. Rodriguez, 411 U.S. 1, 40 (1973). If challenged legislation is found to have a legitimate purpose, the second inquiry to be made is whether it was reasonable for the lawmakers to believe that use of the challenged classification would promote that purpose. Western & Southern Life Ins. Co. v. State Bd. of Equalization, 451 U.S. 648, 668 (1981). The ordinance itself does not set forth its purpose in making the classification under challenge. However, a governmental body is not required to articulate its purposes when enacting legislation. See Dandridge v. Williams, 397 U.S. 471, 485 (1970) ("A statutory discrimination will not be set aside if any state of facts reasonably may be conceived to justify it.") (citation omitted). The Airport Authority has express authority to assess privilege fees and special taxes.

See 3 O.S. §65.5(a). See also 3 O.S. §65.9. The Court has concluded that, under such, the fee classification contained in Ordinance No. 16822 passes constitutional muster. It seems clear that persons delivering cargo or freight, and not using the terminal building, are not in competition with tenant airport businesses, and thus could have no effect on airport revenues. By contrast, off-airport auto parking lots, such as the plaintiffs', could substantially affect airport revenue. In Alamo Rent-A-Car v. Sarasota-Manatee Airport Authority, 825 F.2d 367 (11th Cir. 1987), the court held that a schedule of fees for off-airport companies and a fixed rent and rates for on-airport companies was rationally related to legitimate objectives. The court specifically held:

Although the fee may harm off-airport competition in general and [the plaintiff's] profitability in particular, the fee schedule withstands constitutional scrutiny.

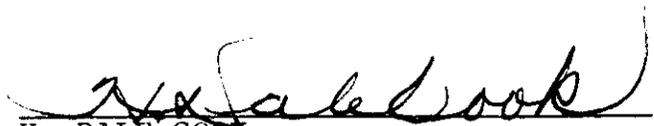
Id. at 374. In Airline Car Rental v. Shreveport Airport Authority, 667 F.Supp. 303 (W.D.La. 1987), the court found that similar fees were "rationally related to the legitimate purpose of protecting a significant source of revenue" by discouraging "current tenant car rental businesses from transferring their operations to off-premises locations." Id. at 309. Whatever this Court's view of the wisdom of such penalties, it cannot be said that they are unconstitutional. It appears to this Court that "plausible reasons" exist for the classification in question. United States R.R. Retirement Bd. v. Fritz, 449 U.S. 166, 179 (1980). It is "'constitutionally irrelevant whether this

reasoning in fact underlay'" the classification. Id., quoting Flemming v. Nestor, 363 U.S. 603, 612 (1060). Accordingly, Count IV should also be dismissed.

When all federal claims have been dismissed, it is discretionary with the district court whether to decline to exercise pendent jurisdiction over any state law claims. Curtis Ambulance v. Bd. of County Commissioners, 811 F.2d 1371, 1386 (10th Cir. 1987). The action began less than one year ago, and there is no danger of the state claims being barred by statutes of limitation. In view of this fact, and the other factors mentioned in Curtis Ambulance, Id., the Court elects to decline jurisdiction over the remaining claims.

It is the Order of the Court that the motion of the defendants to dismiss the First Amended Complaint is hereby GRANTED.

IT IS SO ORDERED this 30<sup>th</sup> day of March, 1988.

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

*Entered*

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

ADESCO, INC., an Oklahoma  
corporation,  
  
Plaintiff,  
  
vs.  
  
HERITAGE LIFE INSURANCE  
COMPANY, an Arizona  
corporation; and DAVID  
YOSHIOKA, an individual,  
  
Defendants.

No. 87-C-827-C

**FILED**

**MAR 30 1988**

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

O R D E R

Now before the Court for its consideration is the objection filed by plaintiff Adesco, Inc. (Adesco) pursuant to Local Rule 32(c)(2), to the Magistrate's Report and Recommendation which supports the granting of defendant David Yoshioka's Motion to Quash Summons and Denial of Jurisdiction.

Adesco, an Oklahoma corporation which has its principal place of business in Tulsa, Oklahoma, instituted this diversity lawsuit on October 7, 1987 against defendant Yoshioka, a California resident, and Heritage Life Insurance Company (Heritage), an Arizona corporation of which Yoshioka is President and Chief Executive Officer. Adesco claims that Yoshioka, individually and on behalf of Heritage, committed certain intentional acts against Adesco which constitute slander, tortious interference with existing and prospective economic advantage and business relations, and unfair competition. All three causes of action arise

out of the same alleged statements of Yoshioka, i.e., that the plaintiff had filed for Chapter 11 bankruptcy. After Adesco demonstrated that Heritage has had continuous and systematic contacts with Oklahoma, Heritage withdrew its jurisdictional challenge.

On December 14, 1987, Magistrate Wagner conducted a hearing on the jurisdictional issue of whether or not Adesco could hale Yoshioka into this forum. The Magistrate declined to accept Adesco's argument that the alleged slander provided "minimum contacts" sufficient to subject Yoshioka to Oklahoma jurisdiction. Thus Magistrate Wagner recommended that Yoshioka's Motion to Quash Summons and Denial of Jurisdiction be granted.

Adesco based its jurisdictional claim on the "effects" doctrine, which the U. S. Supreme Court adopted in Calder v. Jones, 465 U.S. 783 (1984). The effects doctrine extends "minimum contacts" to those cases in which a non-resident, acting outside the plaintiff's forum, intentionally directs tortious conduct at the plaintiff in his or her state. Id. at 791. In other words, the focus of the effects test is the tort, targeted intentionally at the plaintiff, and the harm that he or she suffers in the forum state. Id. at 789.

In Calder, the Court held that Actress Shirley Jones, a citizen of California, had personal jurisdiction over the president and editor of the National Enquirer and one of its reporters for an allegedly libelous story about her. Although California constituted a substantial market for the magazine, the publishers had few contacts with the state. The petitioners argued that

they were not responsible for the circulation of the article in California. However, the Court rejected their argument, asserting that "[P]etitioners are not charged with mere untargeted negligence. Rather, their intentional, and allegedly tortious, actions were expressly aimed at California." Id. at 789.

In excusing the petitioners' arguments that they should not be held accountable for the magazine's activity, the Court, quoting Rush v. Sarchuk, 444 U.S. 186, 332 (1980) stated:

"The requirements of International Shoe ... must be met as to each defendant over whom a state court exercises jurisdiction." In this case, petitioners are primary participants in an alleged wrongdoing intentionally directed at a California resident, and jurisdiction over them is proper on that basis.

Calder, 465 U.S. at 790.

In his Report and Recommendation, Magistrate Wagner distinguishes the case at bar from Calder on the grounds that the present one involves slander and Calder addressed libel. Magistrate Wagner notes that there are "no authorities extending the 'effects' doctrine to slander cases," R&R at 3, but that Adesco has "merely argued that the slanderous statement, uttered in California, had a primary 'effect' in Oklahoma because Adesco's home office is in Oklahoma." R&R at 3-4.

In a motion to dismiss for lack of personal jurisdiction, the plaintiff bears the burden of establishing personal jurisdiction over the defendant. American Land Program, Inc. v. Bonaventuro Vitjevers Maatschappij, N.V., 710 F.2d 1449, 1454 n.2 (10th Cir. 1983); Behagen v. Amateur Basketball Ass'n of U.S.A., 744 F.2d 731, 733 (10th Cir. 1984). Second, the plaintiff need

only establish a prima facie showing of proof when the motion is based on affidavits. Behagen, 744 F.2d at 733. Finally, if the affidavits contradict each other, the discrepancies should be "resolved in the plaintiff's favor. The plaintiff's prima facie showing is sufficient notwithstanding the contrary presentation by the moving party." Id. at 733.

In its objection, plaintiff disputes the Magistrate's distinction between slander cases and libel cases, as well as the Magistrate's reliance upon the fact that there is no evidence that the slander found its way into Oklahoma. Rather, plaintiff contends, personal jurisdiction may be based solely upon "effect". Plaintiff states:

The effect of Yoshioka's slanderous comments was and continues to be felt in this judicial district where Adesco's business is concentrated, managed and operated. It is fair and reasonable to exercise personal jurisdiction over Yoshioka here where the impact of his intentional, tortious conduct is most profound.

(Objection at 6).

While it is correct that, theoretically, no distinction should be made between libel and slander for jurisdictional purposes, there must be shown some contact between the statement and the forum state, aside from mere effect. If this were not so, the "effects" test would swallow the notion of "minimum contacts". In Calder, the Court noted that the defendants "knew that the brunt of [the] injury would be felt by [plaintiff] in the state in which she lives and works and in which the National Enquirer has its largest circulation." Calder, 465 U.S. at 789-90 (emphasis added). The Supreme Court has also said that

"[t]he tort of libel is generally held to occur wherever the offending material is circulated." Keeton v. Hustler Magazine, 465 U.S. 770, 777 (1984).

Plaintiff asserts that the Magistrate's insistence upon the defamation entering the forum state "misses the point," (Objection at 11), citing Laxalt v. McClatchy, 622 F.Supp. 737 (D.C.Nev. 1985). On the contrary, Laxalt supports denial of jurisdiction in the case at bar. In a suit based upon an allegedly libelous newspaper article, the court noted that

the Sacramento Bee enjoys a wide circulation and readership here. By publishing an article in the Sacramento Bee, defendants knew that there would be a substantial impact on Laxalt in Nevada.

Id. at 744. The court continued:

Because of the defendants' alleged responsibility in the preparation of these articles, and because these allegedly libelous articles were directed into Nevada, at a Nevada resident, these defendants satisfy the "effects" test.

Id. (emphasis added).

The plaintiff cites Matter of Yagman, 796 F.2d 1165, 1171 (9th Cir. 1986), for the proposition that "state of plaintiffs' residence in slander action is proper forum because it is the state where the damage occurred." (Plaintiff's reply brief at 4). This is not the holding of Yagman. The court was discussing "state interest" and conflict-of-law analysis. The court did not discuss personal jurisdiction.

Plaintiff has submitted an affidavit of its president, Tandy E. Jackson, Jr., in support of its position. That affidavit states in pertinent part as follows:

The harmful effect of [the allegedly slanderous] statements has been most clearly felt in Tulsa, Adesco's principal place of business ... the damages resulting from Defendants' defamatory statements has occurred principally in Oklahoma, in view of the fact that Adesco is headquartered in Oklahoma.

(Jackson affidavit at 4). These assertions are insufficient to even establish injury in Oklahoma for personal jurisdiction purposes. Adesco does business in all fifty states (Jackson affidavit at 2). Loss of a customer due to slander in, for instance, Alabama, is not transmuted into injurious "effect" in Oklahoma merely because plaintiff's principal place of business is in Oklahoma, such that personal jurisdiction may be exercised over the slanderer. There still must be "minimum contacts" between the defendant and the forum state. The plaintiff has failed to make a prima facie showing of personal jurisdiction over Yoshioka. The same reasoning applies to the other two causes of action in the Complaint because they are also based upon the allegedly slanderous statements.

As an alternative theory, plaintiff contends that this Court may exercise "specific jurisdiction" over Yoshioka. If a defendant's contacts are neither substantial, nor continuous and systematic, but the cause of action arises out of or is related to the defendant's forum activities, "specific" personal jurisdiction exists. Helicopteros Nacionales de Colombia, S.A. v. Hall, 466 U.S. 408, 414 n.8 (1984). The Magistrate's Report and Recommendation states that, according to the record, "Yoshioka visited Oklahoma on only one occasion, that being on July 9 and 10, 1986, in order to discuss credit life, accident, and health

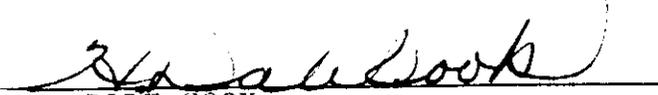
insurance." (R&R at 1). This statement has not been disputed. There has been no showing that the alleged slander arose out of or relates to this single visit to the forum state. Accordingly, "specific" personal jurisdiction may not be exercised.

Finally, plaintiff contends that Yoshioka waived any objection to personal jurisdiction by filing an Application for Enlargement of Time on October 28, 1987. Defendant correctly notes that Local Rule 14(f) states that the Court Clerk may grant an extension of fifteen days "within which to serve his answer or motion upon the plaintiff." Clearly, a motion asserting a 12(b)(2) defense may be filed after this initial grant of an extension of time. The Court concludes that the defense was not waived.

All of the parties in this case have relied on Burt v. Board of Regents of University of Nebraska, 757 F.2d 242 (10th Cir.) cert. granted, 474 U.S. 1004 (1985), vacated, 475 U.S. 1063 (1986). They should realize, however, that the decision was vacated in March, 1986 by the United States Supreme Court. It has absolutely no precedential value and should not be cited as authority.

It is the Order of the Court that the motion of the defendant Yoshioka to dismiss should be and hereby is GRANTED.

IT IS SO ORDERED this 30<sup>th</sup> day of March, 1988.

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

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

*Entered*  
**FILED**

**MAR 30 1988**

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

NTC OF AMERICA, INC., )  
an Oklahoma Corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
RIVER OAKS INDUSTRIES, INC., )  
a Delaware Corporation, et al., )  
 )  
Defendants. )

Civil Action File  
No. 87-C-655-C

STIPULATION ~~FOR~~ <sup>OF</sup> DISMISSAL

The parties, NTC of America, Inc. and Meritor Credit Corporation, by their respective attorneys, hereby stipulate and resolve that the instant action, and all causes of action raised by plaintiff herein, shall be dismissed against Meritor Credit Corporation, without prejudice, each party to bear its own costs of suit.

NTC OF AMERICA, INC.,  
Plaintiff,

MERITOR CREDIT CORPORATION,  
Defendant,

by   
James C. Lang  
Sneed, Lang, Adams, Hamilton  
Downie & Barnett  
114 East 8th Street  
Tulsa, Oklahoma 74103  
(918) 583-3145

by   
K. Nicholas Wilson  
Fellers, Snider, Blankenship,  
Bailey & Tippens  
2400 First National Center West  
Oklahoma City, OK 73102  
(405) 232-0621

CERTIFICATE OF MAILING

I, James C. Lang, do hereby certify that on the 28 day of March, 1988, I caused to be mailed a true and correct copy of the above and foregoing instrument, proper postage thereon prepaid, to:

K. Nicholas Wilson, Esq.  
Fellers, Snider, Blankenship,  
Bailey & Tippens  
2400 First National Center  
Oklahoma City, Oklahoma 73102

C. S. Lewis, III, Esq.  
Robinson, Boese,  
Orbison & Lewis  
Post Office Box 1046  
Tulsa, Oklahoma 74101

Lawrence S. Burnat, Esq.  
Schreeder, Wheeler & Flint  
1600 Candler Building  
127 Peachtree Street, N.E.  
Atlanta, Georgia 30043-7501

J. Daniel Morgan, Esq.  
Gable & Gotwals  
2000 Fourth National Bank Bldg.  
Tulsa, Oklahoma 74119

  
James C. Lang

**F I L E D**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA **MAR 30 1988**

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

SAMUEL B. WINTERS, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ROCKWELL INTERNATIONAL )  
 CORPORATION, a Delaware )  
 corporation; CLEO C. WHITE, )  
 an individual; JOSEPH J. )  
 ROSLANSKY, an individual, )  
 )  
 Defendants. )

Case No. 87-C-54-E

JUDGMENT

This matter came before the Court on ROCKWELL INTERNATIONAL CORPORATION'S Motion for Summary Judgment on the First Cause of Action which is the sole remaining cause of action in this matter. The issues having been duly considered and a decision having been reached as set forth in the Order filed herein on March 28, 1988, this Court finds that judgment should be entered on behalf of Defendant ROCKWELL INTERNATIONAL CORPORATION as to the First Cause of Action, as against the Plaintiff, SAMUEL B. WINTERS, together with the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is hereby entered on behalf of Defendant ROCKWELL INTERNATIONAL CORPORATION as to the First Cause of Action and against the

Plaintiff, SAMUEL B. WINTERS, together with the costs of this  
action.

ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

S/ JAMES O. ELLISON

---

JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE



**FILED**

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

MAR 29 1988

INLAND INVESTMENT COMPANY, )  
 INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 GOMACO, INC., WARREN F. )  
 YOUNG, GEORGE W. KNEPPER, )  
 and TRUMAN A. ARMSTRONG, )  
 )  
 Defendants. )

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

86-C-1168-E

ORDER APPROVING STIPULATION OF DISMISSAL WITH PREJUDICE  
OF COUNTERCLAIM AGAINST INLAND INVESTMENT COMPANY, INC.

Now on this 28<sup>th</sup> day of March, 1988, the Court considers the Stipulation of Dismissal With Prejudice between Plaintiff and Defendants Gomaco, Inc. and Warren F. Young of the Counterclaim against Inland Investment Company, Inc. The Court finds that good cause exists for the approval of same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Counterclaim of Defendants Gomaco, Inc. and Warren F. Young against Plaintiff Inland Investment Company, Inc. is dismissed with prejudice. Each party shall pay its own attorney fees and costs in this matter.

Dated this 28<sup>th</sup> day of March, 1988.

  
 JAMES O. ELLISON  
 UNITED STATES DISTRICT JUDGE

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

MAR 29 1988

INLAND INVESTMENT COMPANY, )  
INC., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
GOMACO, INC., WARREN F. )  
YOUNG, GEORGE W. KNEPPER, )  
and TRUMAN A. ARMSTRONG, )  
 )  
Defendants. )

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

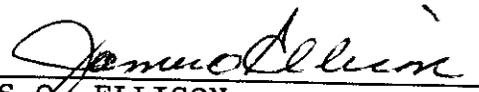
86-C-1168-E

ORDER APPROVING STIPULATION OF DISMISSAL WITH PREJUDICE  
OF DEFENDANTS WARREN F. YOUNG AND TRUMAN A. ARMSTRONG

Now on this 28<sup>th</sup> day of March, 1988, the Court considers the Stipulation of Dismissal With Prejudice of Defendants Warren F. Young and Truman A. Armstrong. The Court finds that good cause exists for the approval of same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the instant action against Defendants Warren F. Young and Truman A. Armstrong should be, and hereby is, dismissed with prejudice. Each party shall pay its own attorney fees and costs in this matter.

Dated this 28<sup>th</sup> day of March, 1988.

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

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

MAR 29 1988

INLAND INVESTMENT COMPANY, )  
INC., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
GOMACO, INC., WARREN F. )  
YOUNG, GEORGE W. KNEPPER, )  
and TRUMAN A. ARMSTRONG, )  
 )  
Defendants. )

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

86-C-1168-E

ORDER APPROVING STIPULATION OF DISMISSAL WITH PREJUDICE  
OF DEFENDANT GOMACO, INC.

Now on this 28<sup>th</sup> day of March, 1988, the Court considers the Stipulation of Dismissal With Prejudice of Defendant Gomaco, Inc. The Court finds that good cause exists for the approval of same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the instant action against Defendant Gomaco, Inc. should be, and hereby is, dismissed with prejudice. Each party shall pay its own attorney fees and costs in this matter.

Dated this 28<sup>th</sup> day of March, 1988.

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

FILED

MAR 29 1988

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

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

RICHARD L. HOPKINS AND JAYNIE HOPKINS, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 GREG D. SHAW, )  
 )  
 Defendant. )

No. 86-C-771-E

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON this 29<sup>th</sup> day of March 1988, it appearing to the Court that this matter has been compromised and settled, this case is herewith dismissed with prejudice to the refiling of a future action.

S/ JAMES O. ELLISON

United States District Judge

174-2/DEH/tjp

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA MAR 29 1988

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

McLENNAN DRILLING CO., INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BARBEE EXPLORATION; and )  
 BILL J. BARBEE, d/b/a )  
 BARBEE EXPLORATION, )  
 )  
 Defendants. )

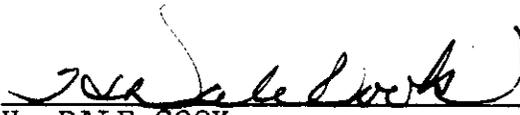
No. 87-C-308-C

J U D G M E N T

This matter came on for consideration of the cross motions of the parties for summary judgment. The issues having been duly considered and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Court grants plaintiff's motion for summary judgment and denies defendants' motion for summary judgment in accordance with the Order entered March 24, 1988.

IT IS SO ORDERED this 29<sup>th</sup> day of March, 1988.

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

*Entered*

FILED

MAR 29 1988

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

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

HILDA D. SMITH, Individually )  
as Personal Representative of )  
the Heirs and Estate of Alan )  
Reed Smith, Deceased, )  
Plaintiff, )  
vs. )  
THE CELOTEX CORPORATION, )  
et al., )  
Defendants. )

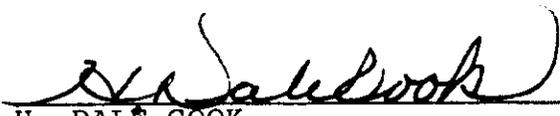
No. 84-C-774-C

J U D G M E N T

This matter came on for consideration of the motions for summary judgment of various defendants. The issues having been duly considered and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Court grants judgment against the plaintiff and in favor of defendants Raymark Industries, Inc., Celotex Corporation, Eagle-Picher Industries, Inc., Keene Corporation, Owens-Illinois, Inc., Owens-Corning Fiberglas Corporation, H. K. Porter Company, Inc., Armstrong World Industries, Inc., and Fibreboard Corporation.

IT IS SO ORDERED this 28<sup>th</sup> day of March, 1988.

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

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

FILED

MAR 29 1988

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

HILDA D. SMITH, Individually )  
and as Personal Representative )  
of the Heirs and Estate of )  
Alan Reed Smith, Deceased, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
THE CELOTEX CORPORATION, )  
et al., )  
 )  
Defendants. )

No. 84-C-774-C ✓

O R D E R

Now before the Court for its consideration are the motions of (1) Raymark Industries, Inc., and (2) the remaining defendants, for summary judgment. Because the motions raise identical issues, they will be considered together.

This is a products liability action in which the plaintiff, Hilda Smith, claims that the disease and death of her husband, Alan Reed Smith, were caused by his inhalation of asbestos fibers emanating from insulation products manufactured by the defendants. The movants contend that the plaintiff has failed to establish that Alan Reed Smith was exposed to any asbestos-containing product manufactured by these defendants, and that therefore judgment should be entered in their favor.

The plaintiff has responded with references to testimony that the asbestos-containing products of certain manufacturers

28

were at Alan Reed Smith's workplace during the time in which he worked there. This is insufficient in a case of this type. "To support a reasonable inference of substantial causation from circumstantial evidence, there must be evidence of exposure to a specific product on a regular basis over some extended period of time in proximity to where the plaintiff actually worked." Lohrmann v. Pittsburgh Corning Corp., 782 F.2d 1156, 1162-63 (4th Cir. 1986). The plaintiff has pointed to no evidence of this sort.

Under Kirkland v. General Motors Corp., 521 P.2d 1353, 1363 (Okla. 1974), a plaintiff must prove that the product was the cause of the injury, that the defect existed in the product at the time it left the manufacturer's possession and control, and that the defect made the article unreasonably dangerous to the plaintiff. Responsibility for the defect must be traced to the proper defendant. Id. at 1365. The Court must conclude that the plaintiff has failed to make a sufficient showing on an essential element of his claim with respect to which he has the burden of proof. See Celotex Corp. v. Catrett, 106 S.Ct. 2548 (1986). It should also be noted that the Oklahoma Supreme Court has recently rejected the "market share" theory of collective liability in regard to asbestos. Case v. Fibreboard Corp., 743 P.2d 1062 (Okla. 1987).

Accordingly, it is the Order of the Court that the motion of Raymark Industries, Inc., and the combined motion of the Celotex Corporation, Eagle-Picher Industries, Inc.; Keene Corporation; Owens-Illinois, Inc.; Owens-Corning Fiberglas Corporation; H. K.

Porter Company, Inc.; Armstrong World Industries, Inc., and  
Fibreboard Corporation, should be and hereby are GRANTED.

IT IS SO ORDERED this 28<sup>th</sup> day of March, 1988.

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

*Entered*

FILED

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

MAR 29 1988

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

RHONDA D. WING,	)
	)
Plaintiff,	)
	)
vs.	)
	)
CITY OF GLENPOOL, an Oklahoma	)
municipal corporation;	)
GLENPOOL UTILITY SERVICES	)
AUTHORITY, a public trust of	)
the City of Glenpool; and	)
DAN D. GIBSON,	)
	)
Defendants.	)

No. 87-C-630-C

O R D E R

Now before the Court for its consideration is the motion of the defendants for summary judgment.

The plaintiff alleges that, as an employee of the Glenpool Utility Services Authority (the Authority), she was terminated because of her pregnancy, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq. In their motion, the defendants do not deny that plaintiff was an employee of the Authority. However, they argue that certain statutory requirements are not met, and thus that the Court lacks jurisdiction.

42 U.S.C. §2000e-2(a) makes it an "unlawful employment practice for an employer ... to discharge any individual or otherwise discriminate against any individual ..." because of such individual's sex.

Title 42 U.S.C. §2000e(b) defines an employer as:

A person engaged in an industry affecting commerce who has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, and any agent of such a person, ...

(emphasis added). A "person" under 42 U.S.C. §2000e(a) is:

One or more individuals, governments, governmental agencies, political subdivisions, labor unions, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under Title 11, or receivers.

The defendants contend, and the plaintiff does not dispute, that the Authority itself has never had as many as fifteen employees, and therefore does not meet the statutory definition of employer. It is also undisputed that the Authority was created pursuant to the Oklahoma Public Trust Act, 60 O.S. §176, et seq. Defendants contend that, as a public trust, the Authority is an autonomous legal entity, and it therefore may not be considered the agent of the City of Glenpool, which undisputedly does have more than fifteen employees.

The Court has discovered no authority on this precise issue. In Owens v. Rush, 636 F.2d 283 (10th Cir. 1980), the appellate court found that a sheriff was an agent for the County and therefore an "employer" for Title VII purposes. The court diminished the importance of evidence of control or lack thereof over the sheriff by the Board of County Commissioners, stating:

Like the Board members, he is elected by the body politic and acts on its behalf in enforcing the state's laws. The Sheriff is an agent of the County for all purposes under his control and jurisdiction. He is an agent of the County whether or not he would be considered an agent of the Board of County Commissioners under traditional agency principles.

Id. at 286 (emphasis added). The Court stated further:

It is true that Congress maintained a 15-employee limitation in Title VII, and that this limitation is jurisdictional. However, Title VII should be liberally construed in order to effectuate its policies. "Such liberal construction is also to be given to the definition of 'employer.'"

Id. at 287 (citations omitted). Under this directive, the evidence which the defendants have presented regarding lack of control by the City of Glenpool over the Authority becomes less compelling.

A public trust is a separate legal entity from its beneficiary, in this instance the City of Glenpool. See State v. Garrison, 348 P.2d 859, 863 (Okla. 1959). However, in McKosky v. Town of Talihina, 581 P.2d 482 (Okla. Ct.App. 1977), involving a suit for property damage resulting from a town's faulty sewer system, the court held that an entity such as the Authority was a municipal department and that "liability for departmental acts must rest upon the town as principal ...." Id. at 486.

Under the evidence presented, the Court cannot say that the defendants have shown that they are entitled to judgment as a matter of law. See Rule 56 F.R.Cv.P.

Accordingly, it is the Order of the Court that the motion of the defendants for summary judgment is hereby DENIED.

IT IS SO ORDERED this 28<sup>th</sup> day of March, 1988.

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

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

*entered*  
FILED  
MAR 22 1988

-----  
Cointel Communications, Inc., a  
Nevada corporation,

Court File No. 86-C-748C

Plaintiff,

vs.

STIPULATION AND ORDER  
FOR DISMISSAL

Seiscor Technologies, Inc., a  
Delaware corporation; Switchcraft,  
Inc., a Delaware corporation;  
Rates Technology, Inc., a New  
York corporation; Advance  
Telecommunications and  
Manufacturing Corporation, a  
corporation; CSI, Inc., an  
Oregon corporation; COTS Inc.,  
a Michigan corporation; Trident  
Industries, Inc., a New Jersey  
corporation; Ratronics, Inc., a  
New York corporation; PAYCOM, Inc.,  
a Florida corporation; Gerald  
Weinberger, an individual; William  
Sullivan, an individual; Clyde  
Hussey, an individual, Lee Lovett,  
an individual; Ira Todd Klein,  
an individual,

FILED

MAR 28 1988

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

Defendants.  
-----

It is hereby stipulated and agreed by and between the  
plaintiff Cointel Communications, Inc and defendants Seiscor  
Technologies, Inc., Switchcraft, Inc. and Clyde Hussey that the  
claims of the plaintiff against Seiscor Technologies, Switchcraft,  
Inc. and Clyde Hussey, including the claim to enforce a settlement  
agreement and recover interest, may be dismissed in their entirety  
with prejudice and without costs to any party.

DATED: March 21, 1988.

ROBINS, ZELLE, LARSON & KAPLAN

BY Thomas B. Hatch

Thomas B. Hatch  
1800 International Centre  
900 Second Avenue South  
Minneapolis, Minnesota 55402-3394  
(612) 349-8500

and

Gene C. Buzzard  
Gable and Gotwals  
2000 Fourth National Bank Building  
Tulsa, Oklahoma 74119  
(918) 582-9201

ATTORNEYS FOR COINTEL  
COMMUNICATION, INC.

DATED: 3/21, 1988.

BRIGGS AND MORGAN

BY Mark G. Schroeder

Mark G. Schroeder  
2200 First National Bank Building  
St. Paul, Minnesota 55101  
(612) 291-1215

and

Joseph L. Hull  
1717 South Cheyenne  
Tulsa, Oklahoma 74119

ATTORNEYS FOR SWITCHCRAFT, INC.,  
SEISCOR TECHNOLOGIES, INC. AND  
CLYDE HUSSEY

ORDER

Based upon the foregoing stipulation, the plaintiff's  
claims against defendants Switchcraft, Inc., Seiscor Technologies,

Inc. and Clyde Hussey shall be and hereby are dismissed in their entirety with prejudice and without costs to any party.

DATED: March 28, 1988.

(Signed) H. Dale Cook  
\_\_\_\_\_  
H. Dale Cook  
United States District Judge

CERTIFICATE OF MAILING

I, Joseph L. Hull, III, attorney of record for the defendant Seiscor Technologies, Inc., a Delaware corporation, does hereby certify that on this \_\_\_\_ day of March, 1988, there was placed in the United States mail, with proper postage affixed thereto, a true and correct copy of Defendant's Application for Extension of Time in which to Respond sent to the parties at the addresses that follow:

Cointel Communications, Inc.  
c/o Stanley W. Levy, Esq.  
Weinberg, Zipser, Arbiter,  
Heller & Quinn  
1901 Avenue of the Stars, Suite 800  
Los Angeles, CA 90067

Gene A. Castleberry, Esq.  
Robert A. Weiner, Esq.  
c/o Castleberry & Kivel  
302 Union Plaza  
3030 NW Expressway  
Oklahoma City, OK 73112

Advanced Telecommunications & Manufacturing Corp.  
222 Middle County Road, Suite 326  
Smithtown, NY 11787

Rates Technology, Inc.  
Gerald Weinberger  
William Sullivan  
c/o Steve Corse, Esq.  
Mershon, Sawyer, Johnston,  
Dunwody & Cole  
200 South Biscayne Blvd., Suite 4500  
Miami, FL 33131

Douglas L. Inhofe  
Conner & Winters  
2400 First National Tower  
Tulsa, OK 74103

Gene C. Buzzard, Esq.  
Gable & Gotwals  
2000 Fourth National Bank Building  
Tulsa, OK 74119

Lee Lovett  
185 Chainbridge Road  
McClean, VA 22101

Ira Todd Klein  
c/o Robert Zeller  
83 Summit Avenue  
Hackensack, NJ 07601

Paycom, Inc.  
3217 NW 10th Terrace, Suite 608  
Oakland Park, FL 33309

Raytronics, Inc.  
200 West 72nd  
New York, NY

Trident Industries, Inc.  
c/o Lou Petta, Esq.  
1435 10th Street  
Fort Lee, NJ 07024

COTS, Inc.  
919 Cherry S.E.  
Grandrapids, MI 49506

CSI, Inc.  
c/o Joel Wohlgemuth  
Norman, Wohlgemuth & Thompson  
909 Kennedy Building  
Tulsa, OK 74103

Christopher I. Brain  
Tousley, Brain, Reinhardsen & Block  
Suite 1700, 720 Olive Way  
Seattle, WA 98101

Lawrence T. Hofmann  
Thomas B. Hatch  
Robins, Zelle, Larson & Kaplan  
1800 International Centre  
900 Second Avenue South  
Minneapolis, MN 55402-3394 and,

J. Patrick McDavitt  
Mark G. Schroeder  
Jeffrey F. Shaw  
Briggs & Morgan  
2200 First National Bank Building  
St. Paul, MN 55101

-----  
Joseph L. Hull, III



Arthur R. Tattershall, for the principal sum of \$4,365.84, plus interest from December 28, 1987 at the rate of 15.05 percent per annum and administrative costs of \$.70 per month (adjusted annually to reflect the actual costs incurred in collection of the debt), until judgment, plus interest thereafter at the current legal rate of 6.71 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

---

UNITED STATES DISTRICT JUDGE

WWM:jd  
2/23/88

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

CUE HENDERSON, JR., by the )  
Administratrix and personal )  
representative of his Estate, )  
NAOMI HENDERSON; NAKITA )  
HENDERSON, a minor, by and )  
through her legal guardian, )  
mother, and representative, )  
CHARLENE DANIELS; and )  
NAOMI HENDERSON, an individual, )

Plaintiffs, )

vs. )

No. 87-C-313-C

NEWELL MANUFACTURING COMPANY, )  
a corporation; and )  
MUELLER ENGINEERING, INC., )  
a corporation, )

Defendants, )

vs. )

TULSA METAL PROCESSING COMPANY; )  
and AMERICAN CONTEX CORPORATION; )  
JERRY SMITHEY, an individual; )  
and SCHORCH, )

Third Party )  
Defendants. )

FILED

MAR 28 1988

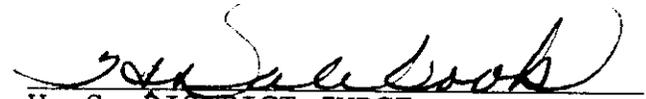
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

ORDER OF DISMISSAL

The above matter comes on to be heard this 28 day  
of March, 1988, upon the written Stipulation of  
the parties for a dismissal of said action without prejudice only  
as to Third Party Defendant's, Newell Manufacturing Company's,  
Third Party Petition against Third Party Defendant, Riverside  
Products; and the Court, having examined said Stipulation, finds

that said action should be dismissed without prejudice pursuant to said Stipulation only as to Third Party Defendant, Riverside Products.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Third Party Plaintiff's, Newell Manufacturing Company's, cause of action filed herein against the Third Party Defendant, Riverside Products, be, and the same is hereby, dismissed without prejudice to any future action.

  
U. S. DISTRICT JUDGE





UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

A. JAN SMILEY; EARLA O. )  
PANKIEWICZ f/k/a EARLA O. )  
SMILEY; COUNTY TREASURER, )  
Creek County, Oklahoma; and )  
BOARD OF COUNTY COMMISSIONERS, )  
Creek County, Oklahoma, )

Defendants. )

**FILED**

**MAR 28 1988**

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

CIVIL ACTION NO. 87-C-785-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 28 day of March, 1988. 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, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, appear not, having previously filed their Disclaimer; and the Defendants, A. Jan Smiley and Earla O. Pankiewicz f/k/a Earla O. Smiley, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendant, A. Jan Smiley, was served with Summons and Complaint on December 31, 1987; that the Defendant, Earla O. Pankiewicz f/k/a Earla O. Smiley, was served with Summons and Complaint on February 21, 1988; that Defendant, County Treasurer, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on September 28, 1987; and that Defendant,

Board of County Commissioners, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on September 25, 1987.

It appears that the Defendants, County Treasurer, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, filed their Disclaimer herein on October 9, 1987; and that the Defendants, A. Jan Smiley and Earla O. Pankiewicz f/k/a Earla O. Smiley, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

The South 275 Feet of that part of the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) of Section 11, Township 18 North, Range 11 East of the Indian Base and Meridian, described as follows, to-wit: Beginning at the Northwest Corner of said NW/4 NE/4; thence running East 105 feet; thence running South 840 Feet; thence running West 105 Feet; thence running North 840 Feet to the Point of Beginning in Creek County, State of Oklahoma.

The Court further finds that on June 23, 1982, A. Jan Smiley and Earla O. Smiley, 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 \$30,500.00, payable in monthly installments, with interest thereon at the rate of fifteen and one-half percent (15.5%) per annum.

The Court further finds that as security for the payment of the above-described note, A. Jan Smiley and Earla O. Smiley executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated June 23, 1982, covering the above-described property. Said mortgage was recorded on July 15, 1982, in Book 121, Page 344, in the records of Creek County, Oklahoma.

The Court further finds that the Defendants, A. Jan Smiley and Earla O. Pankiewicz f/k/a Earla O. Smiley, 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, A. Jan Smiley and Earla O. Pankiewicz f/k/a Earla O. Smiley, are indebted to the Plaintiff in the principal sum of \$30,544.42, plus interest at the rate of 15.5 percent per annum from July 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, Creek County, Oklahoma, disclaim any right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, A. Jan Smiley in rem and Earla O. Pankiewicz f/k/a Earla O. Smiley, in personam in the principal sum of \$30,544.42, plus interest at the rate of 15.5 percent per annum from July 1, 1986 until

judgment, plus interest thereafter at the current legal rate of 6.71 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, Creek County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment of the 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

PP/css

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**F I L E D**

**MAR 25 1988**

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
vs. )  
)  
THOMAS JEFFERSON SMITH; )  
BARBARA ANN SMITH; COUNTY )  
TREASURER, Tulsa County, )  
Oklahoma; and BOARD OF COUNTY )  
COMMISSIONERS, Tulsa County, )  
Oklahoma, )  
)  
Defendants. )

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

CIVIL ACTION NO. 87-C-881-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 24<sup>th</sup> day of March, 1988. 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; and the Defendants, Thomas Jefferson Smith and Barbara Ann Smith, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Thomas Jefferson Smith and Barbara Ann Smith, were served with Summons and Complaint on December 9, 1987; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on October 30, 1987; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on October 28, 1987.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on November 19, 1987; and that the Defendants, Thomas Jefferson Smith and Barbara Ann Smith, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

LOT TWELVE (12), BLOCK FOUR (4), NORTHGATE  
THIRD ADDITION to the City of Tulsa, Tulsa  
County, State of Oklahoma, according to the  
recorded plat thereof.

The Court further finds that on December 18, 1984, the Defendants, Thomas Jefferson Smith and Barbara Ann Smith, 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 \$32,500.00, payable in monthly installments, with interest thereon at the rate of twelve and one-half percent (12.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Thomas Jefferson Smith and Barbara Ann Smith, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated December 18, 1984, covering the above-described property. Said mortgage was

recorded on December 19, 1984, in Book 4834, Page 2569, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Thomas Jefferson Smith and Barbara Ann Smith, 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, Thomas Jefferson Smith and Barbara Ann Smith, are indebted to the Plaintiff in the principal sum of \$32,313.64, plus interest at the rate of 12.5 percent per annum from November 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 Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$474.00, plus penalties and interest, for the year 1987. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, County Treasurer, Tulsa County, Oklahoma, no longer claims a lien against the property by virtue of personal property taxes.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, claims 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, Thomas Jefferson Smith and Barbara Ann Smith, in the principal sum of \$32,313.64, plus interest at the rate of 12.5 percent per annum from November 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6.71 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 Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$474.00, plus penalties and interest, for ad valorem taxes for the year 1987, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Tulsa County, Oklahoma, has no right, title, or interest in the subject property by virtue of personal property taxes.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, has no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Thomas Jefferson Smith and Barbara Ann Smith, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States

Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment of the Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$474.00, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

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

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

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

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

~~UNITED STATES DISTRICT JUDGE~~  
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 COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

JOHN R. GILBREATH, BETTIE )  
GILBREATH, JOSEPH P. CACOPERDO, )  
GILDA E. CACOPERDO, HULEN R. )  
PRYOR, JIMMIE L. PRYOR, FRANK )  
S. HARKEY and MARILYN A. HARKEY, )

Plaintiffs, )

vs. )

THE CITY OF TULSA, OKLAHOMA, )  
an Oklahoma municipal )  
corporation, THE BOARD OF )  
COUNTY COMMISSIONERS OF TULSA )  
COUNTY, and THE STATE OF )  
OKLAHOMA ex rel THE DEPARTMENT )  
OF TRANSPORTATION, )

Defendants. )

Case No. 87-C-730 B

**FILED**  
MAR 25 1988  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER

The Court having been advised that a Stipulation For Dismissal has been filed in this case by Plaintiffs and the Defendant The State of Oklahoma ex rel The Department of Transportation, orders this case to be dismissed without prejudice as to the Defendants.

IT IS THEREFORE ORDERED BY THIS COURT that this case be dismissed without prejudice as to the Defendant The State of Oklahoma ex rel The Department of Transportation.

S/ THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

**FILED**

**MAR 25 1988**

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

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

METRO BANK OF BROKEN ARROW, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 WAYNE C. PAGE, M.D., )  
 )  
 Defendant. )

No. 86-C-520-E

O R D E R

This matter is an appeal from an Order of the United States Bankruptcy Court for the Northern District of Oklahoma. The Bankruptcy Court discharged the debt of Wayne C. Page, M.D. ("Page") to Metro Bank of Broken Arrow ("the Bank"), and the Bank objected on the grounds that Page obtained money by false pretenses, false representations or actual fraud, and that he submitted written, materially false financial statements to he Bank to obtain an extension or renewal of credit. The Bank appeals from a denial of its objection by the Bankruptcy Court.

Jurisdiction of this appeal is based upon 28 U.S.C.A. §158(a) (West 1987 Supp.) which provides district courts of the United States with jurisdiction to hear appeals from orders of bankruptcy judges. See Boise City Farmers Co-op v. Palmer, 780 F.2d 860 (10th Cir. 1985). This Court's standard of review is strictly limited. Bankruptcy Rule 8013 provides that findings of fact shall not be set aside unless clearly erroneous and due regard shall be given to the opportunity of the bankruptcy court to judge the credibility of witnesses. May v. Eckles (In re

White House Decorating) 607 F.2d 907, 910 (10th Cir. 1979). Exceptions to dischargeability are, moreover, narrowly construed in favor of debtors and against creditors. Driggs v. Black (In re Black), 787 F.2d 503, 505 (10th Cir. 1986) (citing Waterbury Community Federal Credit Union v. Magnusson (In re Magnusson) 14 B.R. 662, 667 (Bankr. N.D.N.Y. 1981)).

11 U.S.C.A. §523(a)(2)(A) and (B) (West 1987 Supp.) provide, in pertinent part:

(a) A discharge under section 727, 1141, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt -

(2) for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by -

(A) false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's or an insider's financial condition;

(B) use of a statement in writing -

(i) that is materially false;

(ii) respecting the debtor's or an insider's financial condition;

(iii) on which the creditor to whom the debtor is liable for such money, property, services, or credit reasonably relied; and

(iv) that the debtor caused to be made or published with intent to deceive.

Section 523(a)(2)(A) applies to those frauds involving moral turpitude or intentional wrong, and does not extend to fraud implied in law which may arise in the absence of bad faith or

immorality. Black, 787 F.2d at 505. A creditor seeking to have a debt declared nondischargeable under this section must prove that it comes within the statute by clear and convincing evidence.

The Bank alleged that Page failed to inform it of (1) his recurring and considerable overdraft problem in 1982 when the loan was made, and in 1983 when the loan was extended; (2) his past due and overcharged credit cards; and (3) the fact that Page was required to secure a loan to pay an outstanding income tax obligation. The bankruptcy judge found that the Bank failed to show that Page intended to deceive the Bank by omitting certain information. The Court further found that Page's failure to disclose this information did not constitute a false pretense.

Upon review of the record this court affirms the bankruptcy court's disposition of the Section 523(a)(2)(A) claim. Although the Bank contends that the testimony of its former President conflicted with Page's regarding statements made by Page, the bankruptcy judge found essential agreement on the matters disclosed and on the unsolicited information not disclosed. The bankruptcy judge was in the best position to assess the credibility of the witnesses and the testimony as a whole. The bankruptcy judge's finding that the Bank failed to show Page's intent to deceive it is not clearly erroneous.

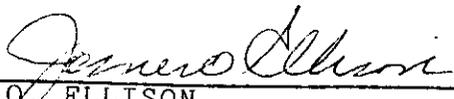
The Bank also seeks a finding of nondischargeability under Section 523(a)(2)(B). As in Section 523(a)(2)(A) the elements of this section must also be proven by clear and convincing evidence. The creditor must establish that a materially false

writing was made knowingly with the intent to deceive. However, the requisite intent may be inferred from a sufficiently reckless disregard of the accuracy of the facts. Black, 787 F.2d at 506.

The Bank alleged that Page's written financial statements were materially false in several respects, including statements of Page's income, tax liability, loans for taxes, checking overdrafts, credit cards, contingent liabilities, and accounts and bills payable. The Bank contended that the misstatements in the financial statements were calculated to mislead or were made with reckless indifference to the accuracy of the statements. The bankruptcy judge found that the Bank failed to prove that Page intended to defraud the Bank. The judge also noted that he had considerable doubt whether there were, in fact, falsities in the financial statement. The bankruptcy judge's finding was not clearly erroneous.

Accordingly, for the reasons discussed above, the order of bankruptcy court entered October 21, 1986 is affirmed.

ORDERED this 25<sup>th</sup> day of March, 1988.

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

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

FILED

MAR 25 1988

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

HOMART DEVELOPMENT CO., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
DOUGLAS A. ALVEY and GORDON S. )  
GREGSON, )  
 )  
Defendants. )

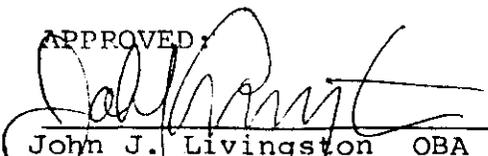
Case No. 87-C-1069B

DEFAULT JUDGMENT

THIS CAUSE comes on this 25 day of March, 1988,  
before the undersigned Judge for entry of judgment against the  
Defendant, GORDON S. GREGSON. Having reviewed the file and being  
fully advised in the premises, the Court finds that judgment  
should be rendered as against GORDON S. GREGSON in favor of the  
Plaintiff, for the amount prayed for.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court  
that judgment is granted in favor of the Plaintiff, HOMART  
DEVELOPMENT CO., against GORDON S. GREGSON, in the amount of  
\$100,000, plus interest thereafter as provided by law, at the rate of  
6.71%.  
Plaintiff's attorney may make application for attorney fees and  
costs in connection with this matter.

APPROVED:

  
\_\_\_\_\_  
John J. Livingston OBA #5477  
Attorney for Plaintiff  
525 South Main, Suite 1130  
Tulsa, Oklahoma 74103  
(918) 592-1812

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

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

SAMUEL TRIMIAR, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 ) No. 87-C-665-B  
 PATRICK DUNLAP, BRADLEY EBY, )  
 and THE CITY OF TULSA, a Muni- )  
 cipal corporation, )  
 )  
 Defendants. )

**FILED**

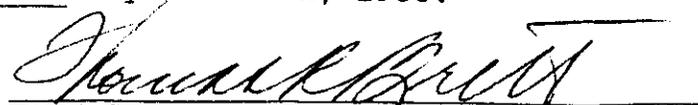
**MAR 25 1988**

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

J U D G M E N T

In keeping with the verdict of the jury entered this date, Judgment is awarded to the Defendant City of Tulsa, a municipal corporation, and against Plaintiff Samuel Trimiar on Plaintiff's claim against said city; and further judgment is entered in favor of Plaintiff Samuel Trimiar and against Defendant Bradley Eby for compensatory damages of \$1,000.00, and punitive damages of \$1,000.00; and, in favor of Plaintiff and against Patrick Dunlap for compensatory damages of \$1,000.00, and punitive damages of \$1,000.00, plus interest on said sums at the rate of 6.71% per annum from the date hereon. Costs are assessed against the individual defendants and in favor of plaintiff. If plaintiff intends to seek a claim for attorney fees, same should be filed pursuant to Local Rule within 10 days from this date.

IT IS SO ORDERED, this <sup>th</sup> 25 day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

HAROLD DEE ROBERTSON, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 TED WALLMAN, Warden, )  
 )  
 Respondent. )

87-C-855-B

**FILED**

**MAR 25 1988**

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

ORDER

The court has for consideration Petitioner's Motion to Dismiss Without Prejudice (pleading #9) based on the fact that "Petitioner has now become aware of numerous [sic] issues that need to be fully exhausted in State Courts before proceeding in the Federal Court."

It is Ordered that Petitioner's Motion to Dismiss Without Prejudice (pleading #9) is granted and the Petition for a Writ of Habeas Corpus Pursuant to 28 U.S.C. § 2254 is dismissed without prejudice.

Dated this 25<sup>th</sup> day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FEDERAL DEPOSIT INSURANCE CORPORATION, )  
in its corporate capacity, )

Plaintiff, )

v. )

No. 87-C-677-B

RELL SCHWAB, JR., an individual; )  
VICTORY NATIONAL BANK OF NOWATA, a )  
national banking association; )  
COFFEYVILLE STATE BANK, a Kansas )  
corporation; and )  
THE FEDERAL LAND BANK OF WICHITA, a )  
federally chartered corporation )  
pursuant to the Farm Credit Act, )

**FILED**

**MAR 25 1988**

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

Defendants. )

ORDER DISMISSING COFFEYVILLE STATE BANK

NOW there comes on for consideration before the Honorable Thomas R. Brett, Judge of the United States District Court for the Northern District of Oklahoma, the Motion of Defendant, Coffeyville State Bank, for an Order of Dismissal. After reviewing said Motion and Plaintiff's Consent to Order of Dismissal, and being fully advised, the Court FINDS that said Defendant should be dismissed.

IT IS THEREFORE ORDERED that Defendant, Coffeyville State Bank, shall be and is hereby dismissed as a party to this action, with all parties to bear their own costs.

DATED this 25<sup>th</sup> day of March, 1988.

  
Thomas R. Brett, Judge of the United States District Court for the Northern District of Oklahoma

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

MARIAH AARON SNOOK, an infant, )  
by and through his mother, )  
natural guardian, and next )  
friend, Jewel Greer; and JEWEL )  
GREER, individually and personally, )

Plaintiffs, )

v. )

MELVIN LUNSFORD, LEW GORDON, )  
TOWN OF OOLOGAH, THELMA KING, )  
LORI GOLDIZEN, and DOLLIE CARRIGER, )

Defendants. )

No. 87-C-550-B

FILED  
MAR 24 1988  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

O R D E R

This matter comes before the Court on the motion for summary judgment of Defendants King, Goldizen and Carriger ("DHS employees"). The DHS employees contend they are entitled to absolute immunity under the facts of this case. The Court agrees.

This case was filed on behalf of Mariah Aaron Snook and his mother, Jewel Greer, under 42 U.S.C. §1983, contending deprivation of their constitutional rights arising out of the detention of Mariah by the police department of Oologah, Oklahoma, and placement in temporary custody with the Department of Human Services (DHS).

On July 9, 1986, at 8:45 P.M., a neighbor of the six-year old Plaintiff, Mariah Aaron Snook, requested police officers, Defendant Lunsford and Defendant Gordon, to help find Mariah's family. Mariah's mother had gone to Kansas to aid a close relative. Mariah's sisters, ages 16 and 14, were to care for

Mariah.<sup>1</sup> However, they had left him unattended in the apartment. He became scared and went to the neighbor's apartment asking for assistance. The sisters could not be found. The police officers took the child to the police department after looking for family members. The sisters arrived at the police station within 10 minutes after Mariah was taken there. The police refused to release him to the minors. The officers kept the child for several hours and then transferred him to the Department of Human Services as a deprived child. That night, July 9, 1986, DHS obtained a verbal order from Rogers County Associate District Judge Edwin D. Carden placing Mariah in the temporary custody of DHS and Mariah was placed in a foster home as required by 10 Okl.St.Supp. 1986 §1107(B). A written order placing Mariah in the temporary custody of DHS was entered the next day by Judge Carden following an emergency hearing.

In a "Report to the District Attorney" dated July 14, 1986, DHS recommended that the district attorney take action to have Mariah adjudicated a deprived child. The DHS files reflected prior referrals concerning neglect of Mariah. Mariah's mother did not contact DHS until July 14, 1986. Mariah's mother contends she requested release of Mariah and the DHS refused once they realized she had an attorney.<sup>2</sup> On July 16, 1986, the

---

<sup>1</sup> Mariah's mother's affidavit states she "made arrangements" with the neighbor to assist in caring for Mariah while she was away. However, it appears to the Court this is not consistent with the subsequent actions of the neighbor requesting the police to locate the sisters.

<sup>2</sup> Such allegation is conclusory. By the time DHS learned Mrs. Snook was represented by counsel, the matter was before the state district court.

district attorney filed a verified petition seeking an adjudication by the juvenile court that Mariah was a deprived child. On July 21, 1986, a show cause hearing was held in the case at the conclusion of which Judge Carden found sufficient evidence existed for the issuance of his emergency temporary custody order in the case. After a jury trial on September 24, 1986, finding Mariah was not a deprived child, custody was returned to his mother.

It is clear from the evidence and arguments before the Court that Mariah was taken into custody by the police, not the Defendant DHS employees, Guest v. Moore, CIV-85-1458-R (W.D.Okla. 1987) (attached), and due process started on the very evening Mariah was taken into custody. Further, it is clear to the Court the DHS employees' function under these circumstances was adversarial in nature and therefore protected under absolute immunity. Agency officials performing certain functions analogous to those of a prosecutor such as initiating a complaint with the district attorney, are able to claim absolute immunity. Meade v. Grubbs, No. 84-2631 (10th Cir. March 11, 1988). DHS employees must be free to protect the health and welfare of children "unhampered by the threat of civil suits of this nature." Hennessey v. State of Washington, 627 F.Supp. 137 (E.D.Wash. 1985); Fay v. Gaston, No. 85-C-716-E (N.D.Okla. 1986).

Therefore, summary judgment is granted in favor of Defendants Thelma King, Lori Goldizen and Dollie Carriger.

The parties shall adhere to the scheduling order of January 12, 1988.

IT IS SO ORDERED, this 24 day of March, 1988.

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

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

**DOCKETED**

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

PAMELA JO GUEST and )  
CHRISTOPHER J. GUEST, by his )  
mother and next friend, Pamela )  
Jo Guest, )

Plaintiff, )

-vs- )

SUSAN MOORE, MARY ASBURY, )  
and REBECCA BOGARD, in their )  
individual capacities, )

Defendants. )

CIV 85-1458-R **FILED**

JUN 24 1987

ROBERT D. DENNIS  
CLERK, U. S. DISTRICT COURT  
BY *[Signature]*  
DEPUTY

O R D E R

This is a § 1983 action involving the seizure of a child suspected of being abused. Defendants filed a motion to dismiss for lack of subject-matter jurisdiction and a motion for summary judgment. After a hearing was held on February 18, 1987, the Court issued a written order deferring a final ruling on the motion to dismiss and motion for summary judgment until supplemental briefing could be completed. Order of February 24, 1987.

Defendants were ordered to brief the following issues:

- 1) Whether 10 O.S. § 1107(c) (1984), requiring that a detained child have a hearing to determine probable cause within one judicial day, applies in this case.
- 2) If it does, whether such a hearing was timely held.
- 3) If one was not held, whether DHS employees and the Defendants, in particular, could be held accountable under § 1983.

Defendants' response on the first issue, to which Plaintiff raises no argument, is that 10 O.S. § 1104.1(c) controls over 10 O.S. § 1107(c). Section 1104.1(c) provides that the parents or guardian of a child taken into custody for being deprived are entitled to a hearing within 48 hours of the child being taken into custody.<sup>1</sup> On the other hand, section 1107(c) provides that a child shall not be detained beyond the next judicial day unless a detention hearing has been held to determine if probable cause exists. Section 1107(c) applies to any child

who is found violating any law or ordinance, or whose surroundings are such as to endanger his welfare, or who is willfully and voluntarily absent from his home without the consent of his parent or guardian or legal custodian for a substantial length of time or without intent to return.

Defendants argue that a special statute, such as § 1104.1(c), which makes a specific requirement controls over a general statute, such as § 1107. State ex rel. Murphy v. Bondreau, 653 P.2d 531, 534 (Okla. 1981) (holding that the Uniform Child Custody Jurisdiction Act controls over previously enacted statute of general application.).

1. 10 O.S. § 1104.1(c):

Whenever a child is taken into custody as a deprived child, the parents or guardian of the child are entitled to a hearing within forty-eight (48) hours of the child being taken into custody, and thereafter at such intervals as may be determined by the court, in order to show cause why such child has been taken into custody or why custody should not be remanded to the parents.

Defendants also point out that since § 1107(c) was enacted in 1977 prior to the 1982 enactment of § 1104.1(c), the more recent legislative expressions must be given effect over conflicting prior enactments. Id.

However, the fact remains that neither the Defendants nor the Plaintiff briefed the issue of whether a hearing was held. The Court must then assume that no hearing was held within either a judicial day or 48 hours and that the requirements of neither § 1107(c) nor § 1104.1(c) were met.

The determinative issue then becomes whether the Defendants-DHS employees can be held liable under § 1983 because no timely hearing was apparently held. By enacting what is now 10 O.S. § 1107(c),<sup>2</sup> the Legislature specifically

2. 10 O.S. § 1107(c):

Nothing in Chapter 51 of this title shall be construed as forbidding any peace officer or any employee of the court from immediately taking into custody any child who is found violating any law or ordinance, or whose surroundings are such as to endanger his welfare, or who is willfully and voluntarily absent from his home without the consent of his parent or guardian or legal custodian for a substantial length of time or without intent to return. In every such case the officer or employee taking the child into custody shall immediately report the fact of his detention to a judge of the district court in the county in which the child was taken into custody. If no judge is available locally, then the detention shall be reported immediately to the presiding judge of the judicial

[Footnote cont'd]

provided the police with authority to take minors into custody when it is deemed necessary for the minor's protection, health, and welfare. Op. Att. Gen. No. 77-304 (April 28, 1978). Defendant's affidavits and the police reports submitted with the motion establish that Plaintiff-Christopher Guest was taken into custody by the police, not by the Defendants.

The Court is satisfied that any possible failure to secure judicial sanction following this emergency removal did not fall outside the range of activity absolutely protected by immunity under Imbler<sup>3</sup> and Butz.<sup>4</sup> Meyers v. Contra Costa County Department of Social Services, 812 F.2d 1154, 1157 (9th Cir. 1987). The Defendants, as DHS employees, neither took custody of the child nor had responsibility for securing judicial sanction for such a removal. The Defendants are protected by absolute immunity

[Footnote cont'd]

administrative district; but if the latter cannot be reached, then to any judge regularly serving within the judicial administrative district, and the case shall then be proceeded with as provided in Chapter 51 of this title, provided that the child shall not be detained in custody beyond the next judicial day unless the court shall so order after a detention hearing to determine if there exists probable cause to detain the child, as provided in Section 18 of this act.

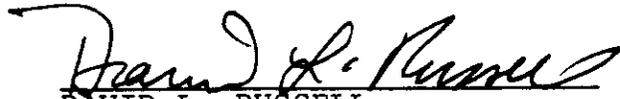
3. Imbler v. Pachtman, 424 U.S. 409, 430, 96 S. Ct. 984, 995, 47 L.Ed.2d 128, 143 (1976).

4. Butz v. Economou, 438 U.S. 478, 515, 98 S. Ct. 2894, 2915, 57 L.Ed.2d 895, 921 (1978).

from any of the alleged liability under § 1983.

Accordingly, Defendants' motion for summary judgment is granted for Defendants and against Plaintiffs.

IT IS SO ORDERED this 24 day of June, 1987.



DAVID L. RUSSELL  
UNITED STATES DISTRICT JUDGE

FILED

JUL 23 1986

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

DOUGLAS PATRICK FAY, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 KAREN GASTON, SUSAN E. WERNER, )  
 and J. L. DUFF, )  
 )  
 Defendants. )

No. 85-C-716-E ✓

J. C. ...  
U. S. DISTRICT COURT

O R D E R

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

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

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

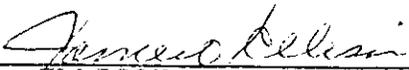
Defendant Werner, although apparently not served at this point, is also entitled to assert a form of absolute immunity, prosecutorial immunity. Imbler v. Pachtman, 424 U.S. 409, 96 S.Ct. 984, 47 L.Ed.2d 128 (1976). Plaintiff's complaint alleges that Defendant Werner is employed as Assistant District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

failure to state a claim.

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

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

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

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

FILED

MAR 24 1988

*hm*

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

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

D. LINN THOMASON and	)
MARY LEE THOMASON,	)
	)
Plaintiffs,	)
	)
vs.	)
	)
CIGNA INSURANCE COMPANY	)
(formerly Insurance Company of	)
North American Underwriters	)
Insurance Company) and	)
G. W. PROPERTIES, INC.,	)
	)
Defendants.	)

No. 88-C-17-C ✓

O R D E R

Now before the Court for its consideration is the motion of the plaintiff to remand this action for the reason that the Court lacks jurisdiction.

Plaintiff filed this action in the District Court of Tulsa County, State of Oklahoma, on December 7, 1987 against defendant Cigna Insurance Company and defendant G. W. Properties, Inc. for breach of contract and bad faith refusal to pay under an insurance contract. On January 11, 1988, defendant Cigna Insurance Company filed a petition for removal of the action in this Court. Defendant's petition for removal bases the jurisdiction of this Court on diversity of citizenship of the parties. Defendant

alleges in its petition "[t]hat the only served defendant is foreign to Oklahoma and plaintiffs are residents of Oklahoma" and that the amount in controversy exceeds \$10,000.

Plaintiff objected to defendant Cigna Insurance Company's removal of the action, stating that although the other defendant, G. W. Properties, Inc., has not been served yet, the plaintiff believes that G. W. Properties, Inc. is an Oklahoma corporation, and this fact would defeat diversity and, therefore, removal is not proper.

Defendant Cigna's response to plaintiff's objection to removal states that since defendant G. W. Properties has not been served as a defendant in this case, the case is removable. Defendant Cigna supports its argument with 28 U.S.C. §1441(b) which states that an action "shall be removable only if none of the parties in interest properly joined and served as defendants is a citizen of the state in which such action is brought." Defendant Cigna also cites Duff v. Aetna Casualty & Surety, 287 F.Supp. 138 (N.D.Okla. 1968) and Robertson v. Nye, 275 F.Supp. 497 (W.D.Okla. 1967) holding that if a party who might destroy diversity is not yet served, there is diversity. However, this Court finds these cases to be unpersuasive.

The United States Supreme Court held in Pullman Co. v. Jenkins, 305 U.S. 534, 541 (1939) that a party who was named but not served may not be ignored for the purpose of determining diversity jurisdiction on removal. Pullman was decided prior to

the 1948 amendment of §1441(b), which added the "joined and served" language quoted above. The court in Duff relied upon this fact to conclude that "[Pullman] can no longer be considered the law on the subject." 287 F.Supp. at 139. Professor Moore has criticized this reasoning, stating that

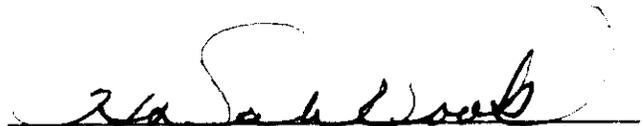
Duff appears to overlook the basis of the Pullman decision and the evident purpose of the 1948 amendment in question to limit the removal of cases based on diversity to those in which there is no local defendant.

1A Moore's Federal Practice ¶ 0.168 at 553 n.15 (2d ed. 1983). "Despite the 'joined and served' provision of Section 1441(b), the prevailing view is that the mere failure to serve a defendant who would defeat diversity jurisdiction does not permit a court to ignore that defendant in determining the propriety of removal." Pecherski v. General Motors Corp., 636 F.2d 1156, 1160 (8th Cir. 1981). See, e.g., Coker v. Amoco Oil Co., 709 F.2d 1433, 1440 (11th Cir. 1983); Preaseau v. Prudential Ins. Co., 591 F.2d 74, 78-79 (9th Cir. 1979); Clarence E. Morris, Inc. v. Vitek, 412 F.2d 1174, 1176 (9th Cir. 1969). Further, one court explained that "[t]his language in Section 1441(b) should properly be read as predicated on the initial compliance with 28 U.S.C. §1441(a), i.e. the suit must be originally cognizable in federal court. To construe it otherwise 'would court needless jurisdictional problems.' 1A Moore's Federal Practice ¶0.168 at 552-54 (2d ed. 1983)." Filho v. Pozos Int'l Drilling Services, Inc., 662 F.Supp. 94, 96 n.2 (S.D.Tex. 1987).

The Court notes that defendant Cigna does not contend that the naming of defendant G. W. Properties, Inc. is fraudulent or a sham. Under these circumstances, the Court determines that this action was improvidently removed and without jurisdiction. The cause is remanded under 28 U.S.C. §1447(c).

WHEREFORE, premises considered, it is the Order of the Court that the motion of the plaintiffs to remand this action to state court is hereby GRANTED.

IT IS SO ORDERED this 23<sup>rd</sup> day of March, 1988.

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

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

MCLENNAN DRILLING CO., INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 BARBEE EXPLORATION, et al, )  
 )  
 Defendants. )

87-C-308-C ✓ FILED  
MAR 24 1988 hm  
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

ORDER

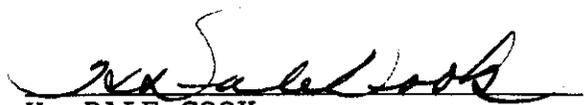
The Court has for consideration the Report and Recommendation of the Magistrate filed March 4, 1988 in which the Magistrate recommended that the Plaintiff's Motion for Summary Judgment (#4) be granted and Defendants' Motion (#11) be denied.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that Plaintiff's Motion for Summary Judgment (#4) be granted and Defendants' Motion (#11) be denied.

Dated this 23<sup>rd</sup> day of March, 1988.

  
H. DALE COOK  
UNITED STATES DISTRICT JUDGE

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

RICHARD ALLEN HAMPTON,  
Plaintiff,  
v.  
ROBERT DICK, Chief of Police,  
et al,  
Defendants.

87-C-768-C

**FILED**

**MAR 24 1988** *ms*

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

ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed March 4, 1988, in which the Magistrate recommended that plaintiff's civil rights complaint be dismissed. 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 plaintiff's civil rights complaint pursuant to 42 U.S.C. §1983 is dismissed for failure to state a claim upon which relief may be granted and for failure to initiate this suit before the running of the statute of limitations.

Dated this 23<sup>rd</sup> day of March, 1988.



H. DALE COOK, CHIEF  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 24 1988

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

FRONTIER CONSTRUCTION )  
CORPORATION, )  
 )  
Plaintiff, )  
 )  
vs. ) No. 86-C-203 E  
 )  
 )  
UNIVERSAL RECREATION )  
LIMITED, )  
 )  
Defendant. )

NOTICE OF DISMISSAL

Comes now plaintiff, Frontier Construction Corporation,  
pursuant to a settlement agreement, and voluntarily dismisses  
its complaint against defendant Universal Recreation Limited,  
with prejudice and at plaintiff's costs.

LAW OFFICES OF THEODORE F. SCHWARTZ

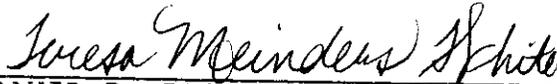
BY:



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

LAW OFFICES OF BOONE, SMITH, DAVIS  
& HURST

BY:



DAVID P. PAGE  
THERESA A. MEINDERS  
Attorney for Defendant  
500 Oneok Plaza  
100 West Fifth Street  
Tulsa, Oklahoma 74103  
(918) 587-0000



agreed and consented to judgment in this action. Plaintiffs, Texaco Inc. and Bridgeline Gas Distribution Company, are represented by James D. Hurley and by their local counsel, Gable & Gotwals, Inc., by Robert S. Glass, and Defendants are represented by Robert J. Johnson.

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

1. This Court has jurisdiction over the subject matter pursuant to the 28 U.S.C. § 1332, and venue is properly laid in the Northern District of Oklahoma pursuant to 28 U.S.C. § 1391. This Court has in personam jurisdiction over Defendants pursuant to 12 Okla. Stat. § 2001 et seq (1984).

2. Texaco Inc. filed its Complaint herein on March 13, 1987. Thereafter, Texaco Inc. was joined by Bridgeline Gas Distribution Company in filing a First Amended Complaint on August 11, 1987. On August 18, 1987, the Court entered a Default Judgment against defendant Carl N. Cooper as to all claims asserted in the Complaint. On September 4, 1987, Defendants filed an Answer to the First Amended Complaint.

3. In the Joint Motion to Approve Settlement and Enter Judgment, Plaintiffs have presented to this Court a Settlement Agreement dated March 4, 1988 ("Settlement Agreement"), executed by Plaintiffs and by the Defendants as identified herein. Under the terms of the Settlement Agreement, Defendants consent to the entry of judgment against them in the amount of \$2,000,000 and agree to act and perform pursuant to other specified terms and conditions.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by this Court that, by virtue of the findings hereinabove set forth, the Motion to Approve Settlement and Enter Judgment filed by Plaintiffs should be and is hereby granted and that Plaintiffs shall be awarded judgment against Defendants as follows:

a. That Plaintiffs are hereby awarded judgment against Defendants in the amount of \$2,000,000;

b. That Defendants are hereby ordered to specifically perform the terms and conditions set forth in the Settlement Agreement, including but not limited to the requirement that defendants Carl N. Cooper and Candace F. Taylor convey and otherwise transfer to Texaco all of the outstanding and validly issued corporate stock in Atoka Gas Gathering System, Inc. as set forth in the Settlement Agreement, the Default Judgment entered against Carl N. Cooper in this action on August 18, 1987, and the Default Judgment entered against Recovery Resources Corporation in this action on February 9, 1988;

c. That the entry of judgment herein in favor of Plaintiffs and against Defendants shall not be construed as a waiver, abandonment, or release of any claims asserted or held by Plaintiffs against defendants William J. Collier, III and Morgan Hines & Associates, Inc. in this action, or any third parties, and Plaintiffs are granted a reservation of all rights, claims, and causes of action which they have asserted or may otherwise hold against such remaining defendants and any third parties; and

d. That Plaintiffs shall be awarded their costs incurred in this action against Defendants, including a reasonable attorney's fee in the amount of \$500.00.

DATED this 23 day of March, 1988.

(Signed) H. Dale Cook

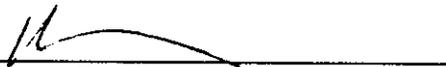
HONORABLE H. DALE COOK, Chief Judge  
United States District Court for  
the Northern District of Oklahoma

APPROVED AS TO FORM  
AND CONTENT:

BY:

  
James D. Hurley  
Counsel for Plaintiffs

By:

  
Robert J. Johnson  
Counsel for Carl N. Cooper,  
Candace F. Taylor, Time  
Exploration Inc. and  
C-F Production, Inc.

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

**FILED**

**MAR 23 1988**

VIRGIL PRESTON WATTS, )  
 )  
 Petitioner, )  
 )  
 vs. )  
 )  
 GARY MAYNARD, )  
 )  
 Respondent. )

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

No. 86-C-710-E

O R D E R

NOW on this 27<sup>d</sup> day of March, 1988 comes on for hearing the above styled case and the Court, being fully advised in the premises finds that after reviewing the Findings and Recommendations of the Magistrate and the Objections filed by the Attorney General, it is the finding of this Court that the request for federal habeas relief should be denied.

Rule 11 is Not a Constitutional Mandate

The Magistrate finds that the trial court erred in failing to advise Defendant Watts of the minimum and maximum punishment for the offense charged, and in not establishing a factual basis for Defendant Watts' guilty plea. Therefore, he recommends that relief be granted because the guilty plea was not knowingly and voluntarily entered as required by Boykin v. Alabama, 395 U.S. 238, 89 S.Ct. 1709, 23 L.Ed.2d 274 (1969); McCarthy v. United States, 394 U.S. 459, 89 S.Ct. 1166, 22 L.Ed.2d 418 (1969); and Johnson v. Zerbst, 304 U.S. 458, 58 S.Ct. 1019, 82 L.Ed. 1461

(1938), and not voluntary under Rule 11(c) and King v. State, 553 P.2d 530 (Okla. Crim. 1976) in which the Oklahoma Criminal Court of Appeals adopted similar procedure.

However, the respondents contend that Rule 11 is not a constitutional mandate, and accordingly, Defendant Watts is not entitled to federal habeas relief.

Cases cited in respondent's objection adequately support this contention. The constitution requires only that a guilty plea be entered voluntarily and not that each requirement of Rule 11 be met. Since Rule 11 procedure is not constitutionally required, it is not mandatory that state courts follow Rule 11 in accepting guilty pleas. Oklahoma has adopted procedure similar to that of Rule 11, but since this procedure is not constitutionally required, Watts is asserting an error only in the application of state law. Although the guilty plea may not be deemed voluntary under state law, Watts is not entitled to federal habeas relief. See LeBlanc v. Henderson, 478 F.2d 481 (5th Cir. 1973); Neyland v. Blackburn, 785 F.2d 1253 (5th Cir. 1986).

Errors of Trial Court Are Not  
Constitutional Violations

Even though the trial court did not advise Defendant Watts of the maximum punishment, Defendant Watts' constitutional rights have not been violated. Not every violation of Rule 11 invalidates the plea. The plea will be set aside only if it effects a "miscarriage of justice." Not informing Defendant

Watts of the maximum possible sentence may be considered "technical". See Evers v. United States, 579 F.2d 71 (10th Cir. 1978).

Concerning the failure to establish a factual basis for a guilty plea, the case law suggests that constitutional error is committed only when a court accepts a guilty plea without a proper factual basis when defendant is claiming innocence. See Wallace v. Turner, 695 F.2d 545 (11th Cir. 1983); Willetts v. State of Georgia, 608 F.2d 538 (5th Cir. 1979). Such a proper factual basis was in fact gathered in this case.

Therefore, even if Watts were entitled to federal habeas review, his constitutional rights have not been violated.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Magistrate's Findings and Recommendation should be and are hereby overruled and that plaintiff Watts' request for federal habeas corpus relief should be and is hereby denied.

ORDERED this 22<sup>nd</sup> day of March, 1988.

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

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

MARK FREEMAN, III, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ADRIAN LAMBERT, )  
 )  
 Defendants. )

86-C-880-E

**FILED**  
MAR 23 1988  
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

ORDER

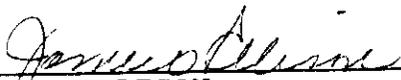
The Court has for consideration the Report and Recommendation of the Magistrate filed February 16, 1988 in which the Magistrate recommended that Sanctions be imposed pursuant to Rule 16(f) for failure of Defendant counsel to appear otherwise notify the Court of his inability to appear, together with failure to comply with the Court's order of December 22, 1987. The Magistrate recommended that Defendant Lambert and counsel jointly pay to Plaintiff the sum of \$150.00, said amount representative of one and one-half hours time at the rate of \$100.00 per hour. The Magistrate further recommends that default judgment be granted pursuant to Rule 16(f) should Defendant not enter appearance of local counsel on or before March 4, 1988.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired. Further, no entry of appearance has been made by local counsel for Defendant as of March 4, 1988.

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 Sanctions are imposed as set forth above, and that default judgment be granted in favor of Plaintiff pursuant to Rule 16(f) .

Dated this 22<sup>d</sup> day of March, 1988.

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

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

FILED

MAR 23 1988

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

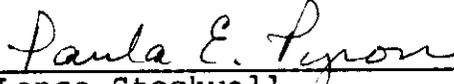
FEDERAL DEPOSIT INSURANCE )  
CORPORATION, in its corporate )  
capacity, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
CATHEY'S, INC.; GEORGE R. )  
CATHEY; GEORGE A. CATHEY; )  
and LEILA M. CATHEY, )  
 )  
Defendants. )

No. 87-C-656 B

STIPULATION OF DISMISSAL BY ALL PARTIES

COME NOW the Plaintiff Federal Deposit Insurance Corporation ("FDIC") and Defendants Cathey's, Inc., George R. Cathey, George A. Cathey and Leila M. Cathey ("Defendants") and hereby stipulate pursuant to Federal Rule of Civil Procedure 41(a)(1) that the FDIC dismisses the within action in its entirety without prejudice to the bringing of a subsequent action, with each party to bear its own costs.

Respectfully submitted,

  
\_\_\_\_\_  
Lance Stockwell  
Paula E. Pyron  
BOESCHE, McDERMOTT & ESKRIDGE  
800 Oneok Plaza  
100 West Fifth Street  
Tulsa, Oklahoma 74103  
(918) 583-1777

ATTORNEYS FOR PLAINTIFF  
FEDERAL DEPOSIT INSURANCE  
CORPORATION



---

David L. Noss, Esq.  
NOSS, MONNET & EDMISTON  
111 West Fifth Street  
Suite 300  
Tulsa, OK 74103  
(918) 582-6159

ATTORNEYS FOR DEFENDANTS  
CATHEY'S, INC., GEORGE R.  
CATHEY, GEORGE A. CATHEY,  
AND LEILA M. CATHEY

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

**FILED**

**MAR 23 1988**

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

EMPIRE BOEKI K.K., INC., a )  
Japanese corporation; and )  
CUTTY SARK SCOTCH WHISKEY )  
(JAPAN) LTD., a Japanese )  
corporation, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
SAMSON RESOURCES COMPANY, )  
an Oklahoma corporation, )  
 )  
Defendant. )

No. 86-C-702-E

STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiffs Empire Boeki K.K., Inc. and Cutty Sark Scotch Whiskey (Japan) Ltd., and Defendant Samson Resources Company, stipulate to the dismissal of, and hereby dismiss, the above-captioned action, with prejudice, each party to bear its own costs and attorneys' fees.

J. DAVID JORGENSON  
STEVEN K. BALMAN

By   
J. David Jorgenson

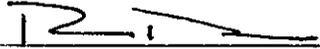
2400 First National Tower  
Tulsa, Oklahoma 74103  
(918) 586-5711

OF COUNSEL:

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

Attorneys for Plaintiffs  
EMPIRE BOEKI K.K., INC. and  
CUTTY SARK SCOTCH WHISKEY  
(JAPAN) LTD.

JACK A. CANON  
RAND PHIPPS

By  \_\_\_\_\_

Two West Second Street  
Samson Plaza  
Tulsa, Oklahoma 74103  
(918) 583-1791

Attorney for Defendant  
SAMSON RESOURCES COMPANY

Inland

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

FILED

MAR 23 1988

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

SHELTON CLEVELAND POWELL, JR., )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 LARRY MEACHUM and THE ATTORNEY )  
 GENERAL OF THE STATE OF OKLAHOMA, )  
 )  
 Defendants. )

No. 87-C-1-B

O R D E R

The Court has for consideration the Motion for Certificate of Probable Cause filed by the Petitioner, Shelton Cleveland Powell, Jr.

Petitioner's Notice of Appeal was filed March 8, 1988.

Fed.R.App.P. 22(b) provides in a habeas corpus proceeding in which the detention complained of arises out of process issued by a state court, an appeal by the applicant for the writ may not proceed unless a district or a circuit judge issues a certificate of probable cause.

The test for granting a certificate of probable cause is stricter than for allowing an appeal in forma pauperis. The test appears to be a certificate of probable cause should be granted as long as the issue raised is "not frivolous" and more recently it has required a question of some "substance" before issuing a certificate. Gardner v. Pogue, supra, 558 F.2d at 551. In Clements v. Wainwright, 648 F.2d 979, 981 (5th Cir. 1981) the Court said:

"... The test for granting a certificate of probable cause is stricter. Justice (then Judge) Blackmun has stated:

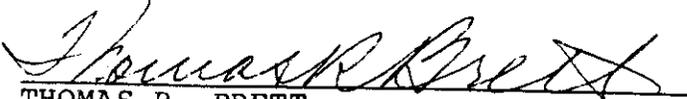
"My own reaction is that the cases [of the several circuits], taken as a whole, do indicate that the standard of probable cause requires something more than the absence of frivolity and that the standard is a higher one than the 'good faith' requirement of §2925."

"Blackmun, Allowance of In Forma Pauperis Appeals in §2255 and Habeas Corpus Cases, 8 Cir., 43 F.R.D. 343, 352 (1967), quoted in Gardner v. Pogue, 558 F.2d 548 (9th Cir. 1977) ..."

The Court has applied the test for granting a certificate of probable cause and finds such certificate should issue pursuant to Fed.R.App.P. 22(b), the issue raised by Petitioner being not frivolous and of some substance.

IT IS, THEREFORE, ORDERED a certificate of probable cause is hereby issued pursuant to Fed.R.App.P. 22(b).

ENTERED this 23 day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

AUDIE CRIGER,

Plaintiff,

vs.

BARCLAYSAMERICAN/BUSINESS  
CREDIT, INC., A Connecticut  
Corporation, MORRIS LASKY,  
Receiver; BEACON REALTY  
INVESTMENT COMPANY, An  
Oklahoma General Partnership,  
Defendants.

Case No. 85-C-1117E

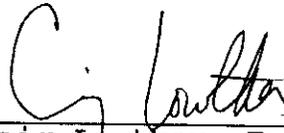
**FILED**

**MAR 23 1988**

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

STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff Audie Criger, by and through his attorney of record, and Defendants BarclaysAmerican/Business Credit, Inc. and Morris Lasky, Receiver, by and through their attorneys of record, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and do herein stipulate that the above-styled and numbered cause, together with all claims asserted therein, be dismissed with prejudice to the refiling thereof.



Craig Lowther, Esq.  
Kendall McPhail, Esq.

ATTORNEY FOR PLAINTIFF  
AUDIE CRIGER

Of Counsel:  
LOWTHER, JOHNSON, LOWTHER  
CULLY & HOUSLEY  
1002 Plaza Towers  
Springfield, Missouri 65804  
(417) 887-5555



Phil R. Richards, Esq.

ATTORNEY FOR DEFENDANTS  
BARCLAYSAMERICAN/BUSINESS CREDIT,  
INC. AND MORRIS LASKY, RECEIVER

Of Counsel:  
RICHARDS, PAUL, RICHARDS  
& SIEGEL  
9 East 4th Street, Suite 400  
Tulsa, Oklahoma 74103  
(918) 584-2583

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

FILED

MAR 22 1988

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

DARLENE P. GUILLEN, )  
 )  
 Plaintiff, )  
 )  
 v. ) No. 83-C-987-B  
 )  
 UNITED STATES OF AMERICA, )  
 INTERNAL REVENUE SERVICE, )  
 COMMISSIONER OF INTERNAL )  
 REVENUE, R. E. BARNES, )  
 REVENUE OFFICER, and )  
 LOVE ENVELOPES, a corporation, )  
 )  
 Defendants. )

AMENDED JUDGMENT

In accord with the Findings of Fact and Conclusions of Law entered January 27, 1988, the Court hereby enters judgment in favor of Defendant United States Department of Justice, Tax Division, and against Plaintiff, Darlene P. Guillen, in the amount of Twenty-Nine Thousand Seven Hundred Forty-Four and 27/100 Dollars (\$29,744.27), with post-judgment interest to run at the rate of 7.14% per annum. Further, the Court enters judgment in favor of Defendant, United States Department of Justice, Tax Division, and against attorney Robert A. Flynn in the amount of Three Thousand Dollars (\$3,000.00), interest to run at the rate of 7.14% per annum, from January 27, 1988.

ENTERED this 22<sup>nd</sup> day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

*Entered*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**F I L E D**

**MAR 22 1988**

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
TIMOTHY B. TURNER, )  
 )  
Defendant. )

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

CIVIL ACTION NO. 87-C-676-C

DEFAULT JUDGMENT

This matter comes on for consideration this 21 day of March, 1988, 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, Timothy B. Turner, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Timothy B. Turner, was served with Summons and Complaint on February 12, 1988. 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,

Timothy B. Turner, for the principal sum of \$600.00, plus interest of \$158.35 as of January 28, 1987, plus interest thereafter at the rate of 3 percent per annum until judgment, plus interest thereafter at the current legal rate of 6.71 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

---

UNITED STATES DISTRICT JUDGE

NNB/mp

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

DARLENE P. GUILLEN, )  
)  
Plaintiff, )  
)  
v. ) No. 83-C-987-B  
)  
UNITED STATES OF AMERICA, )  
INTERNAL REVENUE SERVICE, )  
COMMISSIONER OF INTERNAL )  
REVENUE, R. E. BARNES, )  
REVENUE OFFICER, and )  
LOVE ENVELOPES, a corporation, )  
)  
Defendants. )

**FILED**  
MAR 22 1988  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

O R D E R

Before the Court for decision are Plaintiff Darlene P. Guillen's motion to reconsider or amend judgment filed February 8, 1988, and attorney Robert A. Flynn's motion to reconsider judgment rendered in this Court's Order and Judgment of January 27, 1988, assessing fees against the Plaintiff in the amount of \$29,744.27, and fees against attorney Robert A. Flynn in the amount of \$5,000.00.

The Court heard oral arguments and received evidence regarding the pending motions on March 15, 1988, and finds as follows:

The Court has reviewed in detail its Order of January 27, 1988, and the reasoning in support of that Order. The Court finds the Order as rendered is fully supported by the record and the appellate review in this case. The Court in the interest of justice hereby modifies the Order and Judgment entered January

27, 1988, reducing the amount of attorney's fees against attorney Robert A. Flynn from \$5,000.00 to \$3,000.00.

An Amended Judgment is entered contemporaneous with this Order.

DATED this 22<sup>nd</sup> day of March, 1988.

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

FILED

MAR 22 1968

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

JOHN CAMPION,	)
	)
Plaintiff,	)
	)
vs.	)
	)
CITY OF TULSA,	)
	)
Defendant and Third	)
Party Plaintiff,	)
	)
vs.	)
	)
CELLAR DOOR CONCERTS OF	)
THE CAROLINAS, INC.,	)
	)
Third Party Defendant.)	)
	)
vs.	)
	)
HOME INDEMNITY INSURANCE CO.,	)
	)
Intervenor.	)

Case No. 87-C-188-B

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the parties hereto, by their respective counsel,  
and pursuant to Fed. R. Civ. P. 41(a)(1) hereby stipulate and  
agree that the above-captioned cause be dismissed, with  
prejudice, each party to pay their own costs, pursuant to an  
agreed settlement entered into between the parties.

*Except between plaintiff and Intervenor.*

Dated this 22 day of March, 1988.

Respectfully submitted,  
COMFORT, LIPE & GREEN, P.C.

By Larry Lipe  
Larry B. Lipe  
2100 Mid-Continent Tower  
401 South Boston Avenue  
Tulsa, Oklahoma 74103  
(918) 599-9400  
Attorneys for Defendant and  
Third Party Plaintiff

Don L. Dees  
Don L. Dees  
23 W. 4th Street  
Suite 700  
Tulsa, Oklahoma 74103  
Attorney for Plaintiff

RHODES, HIERONYMUS, JONES,  
TUCKER & GABLE

By R.P. Redemann  
R.P. Redemann  
2800 Fourth National Building  
Tulsa, Oklahoma 74119  
Attorneys for  
Third Party Defendant

McGIVERN, SCOTT, GILLIARD,  
McGIVERN & ROBINSON

By Eugene Robinson  
Eugene Robinson  
1515 S. Boulder Avenue  
Tulsa, Oklahoma 74119  
Attorneys for Intervenor

*Entered*

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

TULSA-HOUSTON, INC., )  
a Texas corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
KANSAS CITY FIRE & MARINE )  
INSURANCE COMPANY, )  
a Missouri corporation, )  
 )  
Defendant. )

No. 87-C-1019-C

**FILED**  
**MAR 22 1988**

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

ORDER OF DISMISSAL WITH PREJUDICE

On this 21<sup>st</sup> day of March February, 1988, there comes before the undersigned United States District Judge the Joint Stipulation for Dismissal With Prejudice of the parties. The Court, being fully advised in the premises of said Joint Stipulation, finds that it is meritorious and should be granted.

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

IT IS SO ORDERED.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

*Jon R. Running*  
\_\_\_\_\_  
JON R. RUNNING, 7126  
Attorney for Plaintiff  
*Chris Harper*  
\_\_\_\_\_  
CHRIS HARPER, 10325  
Attorney for Defendant

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

FILED  
MAY 12 1988  
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

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

Case No. 87-C-191-C

STIPULATION OF DISMISSAL

Plaintiff Guess ?, Inc., and Defendant Marc Bone, hereby stipulate pursuant to Federal Rule of Civil Procedure 41(a)(1)ii) that Defendant Marc Bone may be dismissed from the above-styled action with prejudice pursuant to the settlement entered into between the parties.

DATED this 18 day of March, 1988.

G S Chilton  
ROY J. DAVIS, ESQ.  
GARY S. CHILTON, ESQ.  
of  
ANDREWS DAVIS LEGG BIXLER  
MILSTEN & MURRAH  
500 West Main  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 272-9241  
ATTORNEYS FOR PLAINTIFF  
GUESS ?, INC.

Joseph P. Morsman  
JOSEPH P. MORSMAN, ESQ.  
NICHOLS, WOLFE, STAMPER,  
NALLY & FALLIS  
Suite 400, Old City Hall Building  
Tulsa, Oklahoma 74103

ATTORNEYS FOR DEFENDANT MARC BONE

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

SOUTHWEST SECURITIES, INC., )  
a Texas Corporation, )  
Plaintiff, )  
vs. )  
DON R. OWEN and BETTY J. )  
OWEN, )  
Defendants. )

No. 87-C-934-B

**FILED**  
MAR 22 1988  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT

THE above-captioned matter comes on before the Judge of this Court upon Plaintiff's and Defendants' stipulation that judgment as herein agreed upon herein may be entered. Having reviewed the file, being advised in the premises and having listened to statements of counsel, the Court finds that judgment should be entered in favor of the Plaintiff and against the Defendants jointly and severally.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Southwest Securities, Inc., have and recover judgment from the Defendants, Don R. Owen and Betty J. Owen, jointly and severally, for the sum of \$57,378.62, together with interest thereon since the 9th day of November, 1987, until the date paid at the rate specified by the Margin Agreement entered into between the Plaintiff and Defendant, together with costs of this action taxed at \$126.00, and for Plaintiff's reasonable attorneys' fees in the

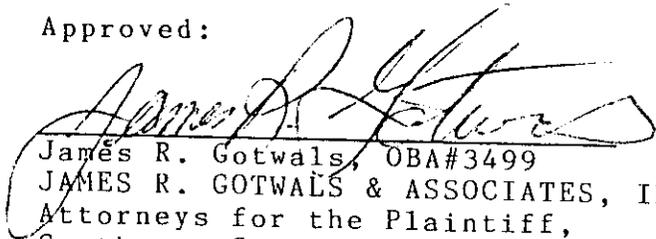
amount of \$ 3,000.00.

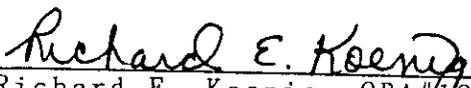
Dated this 22 day of ~~February~~ <sup>March</sup>, 1988.

S/ THOMAS R. BRETT

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

Approved:

  
James R. Gotwals, OBA#3499  
JAMES R. GOTWALS & ASSOCIATES, INC.  
Attorneys for the Plaintiff,  
Southwest Securities, Inc.  
525 South Main, Suite 1130  
Tulsa, OK 74103  
(918) 599-7088

  
Richard E. Koenig, OBA#0369  
ALLIS AND VANDIVORT, INC.  
Attorneys for the Defendant,  
Don R. Owens and Betty J. Owens  
20th Floor Mid-Continent Tower  
401 South Boston Ave.  
Tulsa, OK 74103-4017

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

FEDERAL DEPOSIT INSURANCE CORPORATION, )  
in its corporate capacity, )  
 )  
Plaintiff, )

v. )

No. 87-C-677-B

RELL SCHWAB, JR., an individual; )  
VICTORY NATIONAL BANK OF NOWATA, a )  
national banking association; )  
COFFEYVILLE STATE BANK, a Kansas )  
corporation; and )  
THE FEDERAL LAND BANK OF WICHITA, a )  
federally chartered corporation )  
pursuant to the Farm Credit Act, )  
 )  
Defendants. )

FILED

MAR 22 1988

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

*NOTICE*  
DISMISSAL OF CLAIMS  
AGAINST FEDERAL LAND BANK OF WICHITA

COMES NOW Plaintiff, the Federal Deposit Insurance Corporation, and hereby dismisses its claims asserted in this action against Defendant, Federal Land Bank of Wichita, for the reason that said Defendant has filed a Disclaimer in this action.

DATED this 21st day of March, 1988.

*T.P. Howell*  
\_\_\_\_\_  
T.P. Howell  
Of the Firm:  
Edwards, Roberts & Propester  
Suite 2900, First Oklahoma Tower  
210 West Park Avenue  
Oklahoma City, Oklahoma 73102-5605  
Telephone: (405) 239-2121

ATTORNEYS FOR PLAINTIFF, FEDERAL  
DEPOSIT INSURANCE CORPORATION

CERTIFICATE OF MAILING

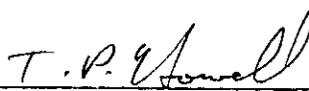
This is to certify that on the 21<sup>st</sup> day of March, 1988, a true and correct copy of the foregoing "Dismissal of Claims Against Federal Land Bank of Wichita" was mailed to the following:

John B. Jarboe, Esquire  
Jarboe, Swinson & Stoermer  
1810 MidContinent Tower  
Tulsa, Oklahoma 74103

ATTORNEYS FOR DEFENDANT,  
RELL SCHWAB, JR.

M. Doug Bell, Esquire  
Becker, Hildreth, Gossard,  
Bell and Hassenplug  
111 West Eighth Street P.O. Box 483  
Coffeyville, Kansas 67337

ATTORNEYS FOR DEFENDANT,  
COFFEYVILLE STATE BANK

  
\_\_\_\_\_  
T.P. Howell

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CARL Q. BOYD; YUDEAN M. BOYD )  
 a/k/a YUDEAN BOYD; STATE OF )  
 OKLAHOMA ex rel. OKLAHOMA TAX )  
 COMMISSION; GERALD N. PLOST; )  
 ELLER AND DETRICH, INC.; )  
 COUNTY TREASURER, Tulsa County, )  
 Oklahoma; and BOARD OF COUNTY )  
 COMMISSIONERS, Tulsa County, )  
 Oklahoma, )  
 )  
 Defendants. )

FILED

MAR 22 1988

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

CIVIL ACTION NO. 87-C-822-B

ORDER OF DISMISSAL

Pursuant to the Joint Stipulation of the parties and for good cause shown it is hereby ORDERED that this action is dismissed without prejudice pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure.

Dated this 22nd day of March, 1988.

5/ THOMAS R. BRETT

THOMAS R. BRETT  
United States District Judge

APPROVED AS TO FORM AND CONTENT:

UNITED STATES OF AMERICA

TONY M. GRAHAM  
United States Attorney

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

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

IN RE HOME-STAKE PRODUCTION  
COMPANY SECURITIES LITIGATION

MDL Docket No. 153

LELAND L. LEACHMAN, et al.

Plaintiffs,

No. 73-C-344 and  
73-C-409  
(Consolidated)

v.

HOME-STAKE PRODUCTION  
COMPANY, et al.,

Defendants.

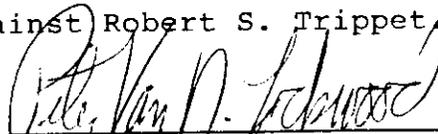
**FILED**

MAR 22 1986

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

STIPULATION OF DISMISSAL OF CROSS-CLAIMS

Come now plaintiffs James H. Leachman, Leland L. Leachman, Lester J. Leachman, Robert H. Wexler and Jerrold Wexler and defendants Robert S. Trippet and Keplinger & Associates, Inc., and hereby stipulate, pursuant to the provisions of Rule 41(a)(1), Federal Rules of Civil Procedure, to the dismissal, without prejudice, of the cross-claim by defendant Robert S. Trippet against Keplinger & Associates, Inc. and the cross-claim by Keplinger & Associates, Inc. against Robert S. Trippet.

  
PETER VAN N. LOCKWOOD

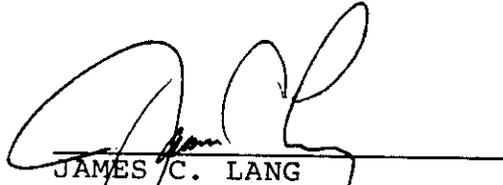
Caplin & Drysdale  
One Thomas Circle, NW  
Washington, DC 20005

COUNSEL FOR PLAINTIFFS

  
HARRY A. WOODS, JR.

Crowe & Dunlevy  
1800 Mid-America Tower  
20 N. Broadway  
Oklahoma City, OK 73102

COUNSEL FOR DEFENDANT  
KEPLINGER & ASSOCIATES

  
JAMES C. LANG

Sneed, Lang, Adams,  
Hamilton, Downie & Barnett  
114 East 18th St.  
6th Floor  
Tulsa, OK 74119

COUNSEL FOR DEFENDANT  
ROBERT S. TRIPPET

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing have been mailed, postage pre-paid, on this 21st day of March, 1988, to all parties listed on the attached Schedule A.

  
MARK S. EDMONDSON

## SCHEDULE A

William A. Wineberg, Esq.  
Broad, Schulz, Larson  
& Wineberg  
One California St.  
San Francisco, CA 94111

Peter Van N. Lockwood, Esq.  
Caplin & Drysdale, Chartered  
One Thomas Circle, N.W.  
Washington, D.C. 20005

William H. Hinkle, Esq.  
Doerner, Stuart, Saunders,  
Daniel & Anderson  
1000 Atlas Life Building  
Tulsa, OK 74103

John R. Paul, Esq.  
Richards, Paul & Wood  
Suite 400  
9 East Fourth St.  
Tulsa, OK 74103

William S. Hall, Esq.  
Feldman, Hall, Franden,  
Woodard & Farris  
525 South Main, Suite 1400  
Tulsa, OK 74103

Charles C. Baker, Esq.  
Gable and Gotwals  
20th Floor  
Fourth National Bank Bld'g.  
Tulsa, OK 74119

Frank E. Sims  
5222 South 67th East Place  
Tulsa, OK 74145

John Scott, Esq.  
Savage, O'Donnell, Scott,  
McNulty & Cleverdon  
Suite 300  
202 West Eighth St.  
Tulsa, OK 74119

Franklin Poul, Esq.  
Wolf, Block, Schorr &  
Solis-Cohen  
12th Floor, Packard Bld'g.  
Philadelphia, PA 19102

B. Hayden Crawford, Esq.  
Crawford, Crone & Bainbridge  
1714 First National Bank Bld'g.  
Tulsa, OK 74103

Elihu Inselbuch, Esq.  
Caplan & Drysdale, Chartered  
10 East 53rd St.  
New York, NY 10022

Ralph B. Kelley, Esq.  
Gilbert, Segall and Young  
430 Park Ave.  
New York, NY 10022

Robert S. Trippet  
1616 First Place  
Tulsa, OK 74103

Marvin R. Barnett  
2923 Laurel Fork  
Kingwood, TX 77339

John L. Arrington, Jr., Esq.  
Huffman, Arrington, Kihle,  
Gaberino & Dunn  
1000 OneOk Plaza  
Tulsa, OK 74103

David N. Ellenhorn, Esq.  
Stein, Zauderer, Ellenhorn,  
Frischer & Sharp  
45 Rockefeller Plaza  
New York, NY 10111

Lance Stockwell, Esq.  
Boesche, McDermott, & Eskridge  
800 OneOk Plaza  
Tulsa, OK 74103

Roy J. Davis, Esq.  
Andrews, Davis, Legg, Bixler,  
Milsten & Murrah, Inc.  
500 West Main  
Oklahoma City, OK 73102

Stan P. Doyle, Esq.  
Doyle & Holmes  
1414 So. Galveston  
Tulsa, OK 74127

Robert Gerber, Esq.  
Fried, Frank, Harris, Shriver &  
Jacobson  
One New York Plaza  
New York, NY 10004

Donald C. Larrabee  
2 Sutton Place South  
New York, NY 10022

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

**F I L E D**

**MAR 21 1988**

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

HOWARD LEE GRAGG and SUE GRAGG, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
STEPHEN M. BRADLEY and BURLINGTON )  
NORTHERN RAILROAD COMPANY, )  
 )  
Defendants, )  
 )  
and )  
 )  
THE SILVEY INSURANCE COMPANY, )  
 )  
Intervenor. )

No. 87-C-507-B

ORDER

The parties have settled this case. Therefore, the Court hereby dismisses this case with prejudice.

IT IS SO ORDERED this 21<sup>st</sup> day of March, 1988.

S/ THOMAS R. BRETT

\_\_\_\_\_  
Thomas R. Brett  
United States District Judge

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

FILED

MAR 21 1988

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

DAVID CARTER and LYNN CARTER, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 WAL-MART STORES, INC., )  
 )  
 Defendant. )

Case No. 88-C-235-C

VOLUNTARY DISMISSAL OF REMOVAL PETITION

The Defendant herein, Wal-Mart Stores, Inc. ("Wal-Mart"), pursuant to the provisions of Rule 41(a)(1), Federal Rules of Civil Procedure, voluntarily dismisses the instant action, arising from and commenced by its Petition for Removal.

Pursuant to Rule 41(a)(1) Federal Rules of Civil Procedure, Wal-Mart states that at the time of this Voluntary Dismissal, no answer or motion for summary judgment has been filed by the adverse parties, David Carter and Lynn Carter. Further, all court costs incurred in this action have been paid and the removal bond filed herein is exonerated.

WHEREFORE, premises considered, the Defendant Wal-Mart Stores, Inc., pursuant to the provisions of Rule 41(a)(1) Federal Rules of Civil Procedure, hereby dismisses the instant action.

Respectfully submitted,

DOERNER, STUART, SAUNDERS,  
DANIEL & ANDERSON

By S. Douglas Dodd  
G. Michael Lewis (OBA No. 5404)  
S. Douglas Dodd (OBA No. 2389)  
1000 Atlas Life Bldg.  
Tulsa, Oklahoma 74103  
(918) 582-1211

Attorneys for Defendant,  
Wal-Mart Stores, Inc.

Jack C. Silver, Clerk of the United States District Court for the Northern District of Oklahoma, certifies that court records reflect that all court costs incurred in connection with the above-referenced action have been fully paid.

By \_\_\_\_\_ Deputy

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 21<sup>st</sup> day of March, 1988, a true and correct copy of the above and foregoing was mailed, with proper postage prepaid thereon, to:

Jim Lloyd, Esq.  
Lloyd & Lloyd  
Room 707  
23 West 4th Street  
Tulsa, Oklahoma 74103

S. Douglas Dodd  
S. Douglas Dodd

FILED

MAR 21 1988

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

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

BORE-WARNER ACCEPTANCE CORP., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
CHARLES J. BAZARIAN, et al, )  
 )  
Defendants. )

Case No. 86-C-882-B

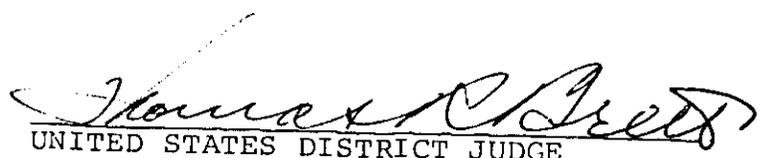
ADMINISTRATIVE CLOSING ORDER

Charles J. Bazarian

The Defendant/ having filed its petition in bankruptcy and these proceeding 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 prupose required to obtain a final determination of the litigation.

IF, within 60 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 21<sup>ST</sup> day of March, 1988.

  
UNITED STATES DISTRICT JUDGE  
THOMAS R. BRETT

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

FILED

MAR 21 1988

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

MARK WILLIAMS, a minor by his next  
friend, ROSALIE BLIZZARD; and ROSALIE  
BLIZZARD, individually,

Plaintiffs,

v.

EMPIRE DISTRICT ELECTRIC COMPANY,  
a Kansas corporation, and ROBERT E. BRUNER  
an individual,

Defendants.

No. 86-C-179-E

JUDGMENT

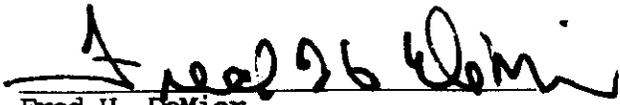
NOW ON this, the 21<sup>st</sup> day of March, 1988, comes on to be heard the Stipulation of Dismissal Without Prejudice of the parties. The Court, being well advised in the premises, finds that said Stipulation Without Prejudice should be accepted, however, judgment is entered in favor of Defendant Empire District Electric Company and against Plaintiffs and their attorneys of record, Morrel & West, Inc., in the sum of Nine Hundred and Sixty-Six and 60/100th Dollars (\$966.60).

IT IS SO ORDERED!

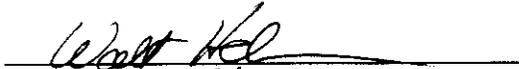
S/ JAMES O. ELLISON

\_\_\_\_\_  
JUDGE JAMES O. ELLISON

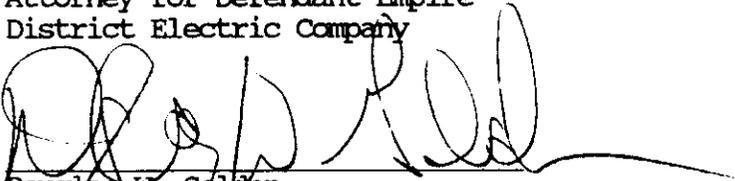
APPROVED AS TO FORM AND CONTENT:



Fred H. DeMier,  
Attorney for Plaintiffs



Walter D. Haskins,  
Attorney for Defendant Empire  
District Electric Company



Douglas W. Golden,  
Attorney for Defendant Robert  
E. Bruner

Entered *gry*

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

**FILED**

MAR 18 1988

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

TONY P. MOORE,	)
Plaintiff,	)
	)
INSURANCE COMPANY OF	)
NORTH AMERICA,	)
Intervenor,	)
	)
VS.	)
	)
SIGNODE CORPORATION, a	)
Delaware Corporation; and	)
WELDOTRON CORPORATION, a	)
New Jersey Corporation,	)
Defendants.	)

No. 82-C-336-E

ORDER DISMISSING CROSS-CLAIMS  
OF WELDOTRON CORPORATION AND  
SIGNODE CORPORATION

Upon Application by Weldotron Corporation and Signode Corporation, and for good cause shown, the Court finds that these parties' respective cross-claims against one another should be dismissed without prejudice to refiling in the future.

It is so Ordered this 17<sup>th</sup> day of March, 1988.

S/ JAMES O. ELLISON  
JAMES O. ELLISON  
U. S. District Judge

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

**FILED**

MAR 18 1988

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

JACKIE S. TATE, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 OTIS R. BOWEN, M.D., )  
 SECRETARY OF HEALTH AND )  
 HUMAN SERVICES, )  
 )  
 Defendant. )

87-C-368-E

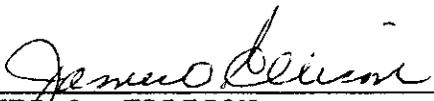
ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed February 25, 1988, in which the Magistrate made recommendations on plaintiff's appeal of an administrative decision of the Secretary of Health and Human Services that plaintiff is not entitled to disability insurance benefits under the Social Security Act, 42 U.S.C. §405(g). 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 the decision of the Appeals Council is hereby reversed; that plaintiff is entitled to insurance benefits on the record of the wage earner, Claude Tate, pursuant to the application filed on February 20, 1973; that no overpayment of benefits to plaintiff has been made; and that plaintiff is to be awarded past due benefits from July, 1985, until such time as she is no longer eligible to receive said benefits.

Dated this 17<sup>th</sup> day of March, 1988.

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

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

JAMES SMITH,

Plaintiff,

v.

VAR, INC., d/b/a COLORTYME  
RENTALS,

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

87-C-299-**FILED**

MAR 18 1988

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

ORDER

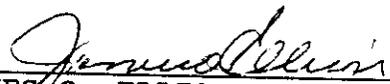
The Court has for consideration the Report and Recommendation of the Magistrate filed February 16, 1988 in which the Magistrate recommended that the case be dismissed without prejudice.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that the case is dismissed without prejudice.

Dated this 17<sup>th</sup> day of March, 1988.

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

DWE/vlc

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

JOSE E. VALDEZ,	)
	)
Plaintiff,	)
and	)
	)
THE TRAVELERS INSURANCE	)
COMPANY,	)
	)
Intervenor,	)
vs.	)
	)
THE AJAX MANUFACTURING	)
COMPANY,	)
	)
Defendant.	)

No. 86-C-847-E

**FILED**  
 MAR 18 1988  
 Jack C. Silver, Clerk  
 U.S. DISTRICT COURT

ORDER OF DISMISSAL WITHOUT PREJUDICE

Pursuant to the Joint Stipulation for Dismissal Without Prejudice filed herein by all of the parties to this litigation, the Court finds that the plaintiff's cause of action should be dismissed without prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the causes of action of the plaintiff and the intervenor herein against the defendant be and the same are hereby dismissed without prejudice.

**S/ JAMES O. ELLISON**

---

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

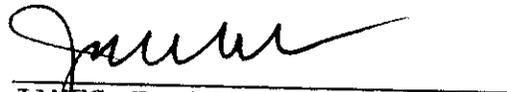


DATED this 17<sup>th</sup> day of March, 1988.

S/ JAMES O. ELLISON  
UNITED STATES DISTRICT COURT JUDGE

APPROVED:

  
JERRY M. MELONE  
Attorney for Plaintiffs

  
JAMES K. SECREST, II  
Attorney for Defendant

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

THOMAS W. REINHART, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BARBER-COLMAN COMPANY, )  
 )  
 Defendant. )

No. 86-C-407-E

**FILED**

MAR 18 1988

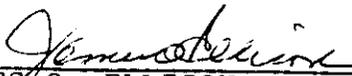
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

JUDGMENT

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

IT IS THEREFORE ORDERED that the Plaintiff Thomas W. Reinhart take nothing from the Defendant Barber-Colman Company, that the action be dismissed on the merits, and that each party shall bear its own costs and attorney fees.

DATED at Tulsa, Oklahoma this 17<sup>th</sup> day of March, 1988.

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



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

LOWRANCE ELECTRONICS, INC., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
WOODSTREAM CORPORATION and )  
FENWICK/WOODSTREAM, INC., )  
 )  
Defendants. )

No. 88-C-144-C

**F I L E D**

**MAR 18 1988**

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

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, Lowrance Electronics, Inc. (hereinafter "Lowrance") has filed a Complaint in this action charging a violation of the Lanham Act, 15 U.S.C. § 1125, and Defendants Woodstream Corporation and Fenwick/Woodstream, Inc. (hereinafter "Woodstream") have filed an answer denying liability. Plaintiff and Defendants have agreed to this Final Judgment and Consent Decree ("Consent Decree") in good faith to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation. Plaintiff and Defendants, by their respective attorneys, have agreed to the entry of this Consent Decree without admission of liability and without trial or adjudication of any issue of fact or law in the above proceeding, and without this Consent Decree constituting evidence or an admission by any party with respect to such issues. The term of this Consent Decree shall be seven years from the date of its entry.

NOW THEREFORE, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. For purposes of this Consent Decree, this Court has jurisdiction over the subject matter hereof and the parties hereto.

2. The provisions of this Consent Decree applicable to Lowrance and Woodstream shall also apply to each of their directors, officers, agents, employees, subsidiaries, successors, assigns and their subsidiaries, and, in addition, to all persons in active concert or participation with any of them who received actual notice of this Consent Decree by personal service or otherwise.

3. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Consent Decree to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Consent Decree, for the modification of any of the provisions hereof, and for the enforcement or compliance therewith.

4. This Consent Decree may be amended in writing upon the approval of Lowrance, Woodstream and the Court.

5. Defendants, their agents, and those acting in concert with Defendants are enjoined and restrained from publishing or disseminating any false or misleading advertising, sales literature or other promotional device which makes untrue or misleading statements or depictions concerning the rate of sonar transmissions per second of Defendants' Fencolor sonar devices.

6. Defendants, their agents, and those acting in concert with Defendants are restrained and enjoined from publishing or disseminating any advertising, sales literature or other

promotional device which makes untrue or misleading statements or depictions concerning comparisons of the rate of sonar transmissions per second or bottom coverage percentages between Defendants' Fencolor sonar devices and Plaintiff Lowrance's sonar devices.

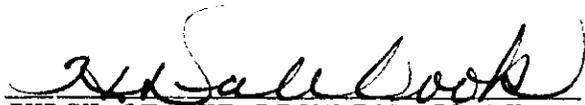
7. Defendants are hereby ordered to publish, at Defendants' sole expense, the Corrective Advertisement in form substantially identical to Exhibit A annexed to this Final Judgment and Consent Decree, such Corrective Advertisement is to be published in the 12 magazines in the same general section of each such magazine as were published in the advertisements complained of in the Complaint, and in the exact size indicated for each publication as set forth in the Schedule of Corrective Advertisements annexed to this Final Judgment and Consent Decree as Exhibit B. In no event shall the Corrective Advertisements be published in the classified section of the magazines. Defendants are to bear all cost of such advertising, and are to make all necessary arrangements forthwith to have the corrective advertisements published forthwith and as soon as possible.

8. The Corrective Advertisement shall be published and printed in two sizes as delineated on the Schedule of Corrective Advertisements being the 1/2 page corrective ad and 1/4 page corrective ad, with the form of each as follows:

(a) The 1/2 Page Corrective Advertisement: The 1/2 Page corrective ad shall be an island advertisement and shall be published in the nine magazines delineated in the Schedule of Corrective Advertisements attached as

Exhibit B to this Final Judgment, which shall display the Fencolor name and logo at the bottom of each corrective ad in three and one-quarter (3-1/4) inches in width. The lead headline "We Made a Mistake" and the middle headline "The Facts Are" shall be printed in 26 point type. The body of the Corrective Advertisement shall be printed in 12 point type with 2 point lead. The name "Lowrance" shall be in boldface caps and the Corrective Advertisement shall have a black border around it.

- (b) The 1/4 Page Corrective Advertisement: The 1/4 Page corrective ad shall be vertical format and shall be published in the three magazines delineated in the Schedule of Corrective Advertisements, attached as Exhibit B to the Final Judgment, which shall display the Fencolor name and logo at the bottom of each corrective ad in three and one-quarter (3-1/4) inches in width. The headline "We Made a Mistake" and the middle headline, "The Facts Are" shall be printed in 18 point type. The body of the advertisement shall be printed in 10 point type with descenders. The name "Lowrance" shall be in boldface type, and the Corrective Advertisement shall have a black border around it.

  
JUDGE OF THE DISTRICT COURT

## WE MADE A MISTAKE

Recent Fencolor® ads for our Color LCD depth/fish finders incorrectly indicated that LOWRANCE® LCD units miss up to 50% of the bottom when traveling 40 MPH in 15 feet of water, and that our Fencolor® unit's sonar signal was the fastest in the industry at 12 electronic pulses per second.

## THE FACTS ARE

LOWRANCE® LCD depth/fish finders have the ability to track and chart 100% of the bottom when travelling at 40 MPH in 15 feet of water and LOWRANCE® LCD depth/fish finders are faster at a low of 9.7 pulses per second to a high of 15.2 pulses per second while Fencolor® units range from a low of 5.5 pulses per second to a high of 12.6 pulses per second.

*fencolor* **CLC**  
— depth / fish finder — ●●●—

## WE MADE A MISTAKE

Recent Fencolor® ads for our Color LCD depth/fish finders incorrectly indicated that LOWRANCE® LCD units miss up to 50% of the bottom when traveling 40 MPH in 15 feet of water, and that our Fencolor® unit's sonar signal was the fastest in the industry at 12 electronic pulses per second.

## THE FACTS ARE

LOWRANCE® LCD depth/fish finders have the ability to track and chart 100% of the bottom when travelling at 40 MPH in 15 feet of water and LOWRANCE® LCD depth/fish finders are faster at a low of 9.7 pulses per second to a high of 15.2 pulses per second while Fencolor® units range from a low of 5.5 pulses per second to a high of 12.6 pulses per second.

*fencolor* **CLC**  
— depth / fish finder — ●●●—

## Schedule of Corrective Advertisements

LIST OF MAGAZINES IN WHICH FENCOLOR AGREES TO  
PUBLISH ONE INSERTION FOR B/W AD, IN FORM  
ATTACHED HERETO AT FENCOLOR'S SOLE EXPENSE

MAGAZINE	UNIT SIZE
Bass Fishing	1/2 Page
Bassmaster	1/4 Page
Crappie World	1/2 Page
Fishing Facts	1/2 Page
Fishing & Boating Illustrated	1/2 Page
Florida Sportsman	1/2 Page
Southern Outdoors	1/4 Page
Sports Afield	1/3 Page
Texas Fisherman	1/2 Page
The Fisherman Group	1/2 Page
In-Fisherman	1/2 Page
OUTDOOR LIFE	1/2 Page In Southern States Picked by Lowrance Not to Exceed \$2,500 in Cost

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 18 1988

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 SHERRY J. PERKINS, )  
 )  
 Defendant. )

CIVIL ACTION NO. 88-C-38-C

DEFAULT JUDGMENT

This matter comes on for consideration this 17 day of March, 1988, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Sherry J. Perkins, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Sherry J. Perkins, acknowledged receipt of Summons and Complaint on January 15, 1988. 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,

Sherry J. Perkins, for the principal sum of \$872.59, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from August 11, 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 6.71 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

---

UNITED STATES DISTRICT JUDGE

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

DAVID P. COOPER, )  
 )  
 Plaintiff, )  
 )  
 vs. ) Case No. 87-C-411-C  
 )  
 SEARS ROEBUCK & COMPANY, )  
 a New York Corporation, )  
 )  
 Defendant. )

**F I L E D**

**MAR 18 1988**

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

ORDER OF DISMISSAL

THIS MATTER coming on before me the undersigned Judge of the District Court upon Plaintiff's Motion of Dismissal, the Court having reviewed the same, finds that the above entitled matter be and it is hereby dismissed with prejudice to the filing of a new action.

DATED this 18 day of March, 1988.

(Signed) H. Dale Cook

---

H. DALE COOK, JUDGE OF THE  
UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF  
OKLAHOMA

CERTIFICATE OF MAILING

I hereby certify that on this 16th day of March, 1988, a true and correct copy of the above and foregoing ORDER OF DISMISSAL was mailed with proper postage fully prepaid thereon to the following:

John A. Gladd, Esq.  
GIBBON, GLADD & ASSOCIATES, P.A.  
1611 S. Harvard  
Tulsa, Oklahoma 74112  
Attorney for Defendant

*Curtis A. Parks*  
CURTIS A. PARKS

FILED

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

MAR 18 1988

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

FEDERAL DEPOSIT INSURANCE )  
CORPORATION, in its corporate )  
capacity, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
COLT EQUINE, LTD., an Oklahoma )  
corporation and BRUCE BONNETT, )  
individually, and DENNIS BALLARD, )  
individually, )  
 )  
Defendants. )

No. 87-C-1008-C

JOURNAL ENTRY OF JUDGMENT

Now on this 16th day of March, 1988, comes on before me the above entitled cause and action and the Court being fully advised in the premises finds as follows:

1. On July 7, 1987, an action was commenced by The Citizens Bank, a banking corporation (the "Bank"), against each of the Defendants in the above styled action in the District Court in and for Creek County, State of Oklahoma, styled The Citizens Bank, a banking corporation, Plaintiff, vs. Colt Equine, Ltd., an Oklahoma corporation, and Bruce Bonnett, individually, and Dennis Ballard, individually, Defendants, No. C-87-81-D (the "State Court Action").

2. David Henneke, an attorney, filed an Entry of Appearance in the State Court Action on behalf of Defendants Colt Equine, Ltd. ("Colt"), Bruce Bonnett ("Bonnett") and Dennis Ballard ("Ballard") on or about August 13, 1987.

3. On September 24, 1987, the Oklahoma Banking Commissioner (the "Commissioner") issued Order No. 87-R-37 closing the Bank and assumed exclusive custody and control of the property and affairs of the Bank all pursuant to Okla. Stat. tit. 6, §1202(B) (1984).

4. The Commissioner tendered to Federal Deposit Insurance Corporation appointment as the Liquidating Agent of the Bank pursuant to Okla. Stat. tit. 6, §1205(B) (1984).

5. Pursuant to 12 U.S.C. §1821(e), Federal Deposit Insurance Corporation accepted appointment as Liquidating Agent of the Bank.

6. Federal Deposit Insurance Corporation in its corporate capacity ("FDIC") acquired all right, title and interest of Federal Deposit Insurance Corporation as Liquidating Agent in and to the note, guaranties and causes of actions pending in the State Court Action.

7. FDIC was substituted as a Party Plaintiff in the State Court Action, by Order entered on November 23, 1987.

8. On December 2, 1987, FDIC removed the State Court Action to the United States District Court for the Northern District of Oklahoma. On the same date, the Notice of Filing of Petition for Removal along with the Petition for Removal was mailed to David Henneke with sufficient postage prepaid thereon.

9. Since the filing of the Entry of Appearance by David Henneke on behalf of Defendants Colt, Bonnett and

Ballard, each of said Defendants has failed to file any other pleading or response either in the State Court Action or in the above styled action including an answer to the original Petition and as a result, each of said Defendants is in default.

10. As a result of the default of each of Defendants Colt, Bonnett and Ballard, pursuant to application therefor, a Default Judgment should be entered in favor of Plaintiff FDIC and against each of Defendants Colt, Bonnett and Ballard.

11. The entry of a Default Judgment against Defendants Colt, Bonnett and Ballard is in all respects proper and as a result thereof, all of the allegations contained in the original Petition filed in the State Court Action are true and correct, including each of the findings hereinafter set forth.

Based upon the foregoing, the Court further finds as follows:

12. Defendant Colt Equine, Ltd. is an Oklahoma Corporation with its principal place of business in Enid, Oklahoma.

13. Defendant Bruce Bonnett is an individual residing in Enid, Oklahoma.

14. Defendant Dennis Ballard is an individual residing in Enid, Oklahoma.

15. Venue and jurisdiction are properly availing this Court.

16. On or about August 18, 1986, for good and valuable consideration, Defendant Colt made executed and delivered unto the Bank that certain promissory note #16901 in the principal amount of \$100,025.00, plus interest accruing thereon at the rate of 13.5% per annum payable according to the terms contained therein with a final maturity date of May 18, 1987 (the "Note").

17. As security for repayment of the indebtedness evidenced by the Note, on August 18, 1986, Defendant Colt made executed and delivered to the Bank that certain security agreement covering certain horses (more particularly described in Schedule A, attached to the security agreement and a copy of which is attached to this Journal Entry of Judgment), together with all horses then owned and thereafter acquired by Defendant Colt, including all produce and earnings therefrom (the "Horses").

18. The security interest in and to the Horses was properly perfected by the recordation of UCC-1 Financing Statements as follows:

a. Financing Statement filed on September 4, 1986, in the office of the County Clerk of Oklahoma County, State of Oklahoma, bearing number 062701;

b. Financing Statement filed on September 4, 1986, in the office of the County Clerk of Sequoyah

County, State of Oklahoma, bearing number 34886.

c. Financing Statement filed on April 21, 1987, in the office of the County Clerk of Garfield County, State of Oklahoma, bearing number 82102.

19. As additional security for repayment of the indebtedness evidenced by the Note, Defendant Bonnett made executed and delivered to the Bank a guaranty agreement dated August 18, 1986, wherein Defendant Bonnett unconditionally guaranteed full payment of all monies due and owing to the Bank by Defendant Colt.

20. As additional security for repayment of the indebtedness evidenced by the Note, Defendant Ballard made executed and delivered to the Bank a guaranty agreement dated August 18, 1986, wherein Defendant Ballard unconditionally guaranteed full payment of all monies due and owing to the Bank by Defendant Colt.

21. As additional security for repayment of the indebtedness evidenced by the Note, Defendant Bonnett executed an Agreement to Pledge and a Security Agreement covering Certificate #4 representing 100 shares of stock of Colt Equine, Ltd.

22. As additional security for repayment of the indebtedness evidenced by the Note, Defendant Ballard executed an Agreement to Pledge and a Security Agreement covering Certificate #3 representing 400 shares of stock of Colt Equine, Ltd.

23. As additional security for repayment of the indebtedness evidenced by the Note, the following agreements were executed in favor of the Bank granting a security interest to the Bank in and to the collateral described in each, to-wit:

a. Agreement to Pledge, dated April 3, 1987, executed by Colt Energy, Inc. covering those assets listed on Exhibit A attached thereto.

b. Security Agreement, dated April 3, 1987, executed by Bruce Bonnett in favor of the Bank covering the inventory and proceeds of those assets listed on Exhibit A to such Security Agreement.

c. Security Agreement, dated April 3, 1987, executed by Bruce Bonnett covering accounts receivable;

d. Agreement to Pledge, dated April 3, 1987, executed by Bruce Bonnett covering certain equipment, inventory, accounts receivable and proceeds thereof, listed on Exhibit A to such Agreement to Pledge; and

e. Security Agreement, dated April 3, 1987, executed by Bruce Bonnett covering equipment. (The foregoing documents are collectively referred to as the "Security Agreements").

24. A UCC-1 Financing Statement covering the collateral covered by the Security Agreement set forth in sub-paragraph "d" above was recorded in the office of the County Clerk of

Oklahoma County on April 22, 1987, bearing filing number 026921.

25. The Security Agreements set forth in paragraph 23 sub-paragraphs "b" through "e", inclusive, also were given to secure certain indebtedness owed to the Bank by Colt Energy, Inc.

26. The right, title and interest of FDIC in and to all of the assets covered by the Security Agreements is superior to any right, title or interest of any of Defendants Colt, Bonnett and Ballard in and to the same and the interest of FDIC therein should be foreclosed.

27. The right, title and interest of FDIC in and to the Horses covered by the security agreement executed in favor of FDIC by Defendant Colt is a first, valid, prior and superior lien in and to the same, superior to any right, title or interest of any of Defendants Colt, Bonnett and Ballard therein and the interest of FDIC in and to such collateral should be foreclosed.

28. The interests of Colt, Bonnett and Ballard in and to any of the assets or collateral covered by the Security Agreements should be permanently foreclosed and Defendants Colt, Bonnett and Ballard should be forever enjoined and prevented from asserting any right, title, interest or claim in and to any of such assets, provided however, the right, title and interest, if any, of any other lien claimant in and

to any of the assets covered hereby shall remain unaffected by the terms of this Journal Entry of Judgment.

29. Defendant Colt has failed and refused to pay all sums due and owing to FDIC under the terms of the Note and as a result is in default thereunder.

30. Each of Defendants Bonnett and Ballard have failed to pay all sums due and owing to FDIC evidenced by the Note and as a result are in default under their respective guaranties.

31. FDIC is entitled to judgment against Defendant Colt under the terms of the Note and against Defendants Bonnett and Ballard, respectively, pursuant to the terms of the guaranty of each for the full amount of indebtedness evidenced by the Note which is due and owing.

32. As of the 30th day of January, 1988, there is due and owing to FDIC, pursuant to the terms of the Note, the principal sum of \$100,025.00, plus accrued interest in the sum of \$23,236.03, plus interest accruing from and after the 30th day of January, 1988 to date of judgment at the rate of \$51.40 per diem, a reasonable attorney's fee in the minimum amount of fifteen percent (15%) of the total judgment awarded herein, all costs and expenses accrued and accruing, plus interest on the total from the date of judgment until paid in full at the rate of 6.71 percent (6.71%) per annum.

Based upon the foregoing findings IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment be rendered in

favor of FDIC and against Defendants Colt Equine, Ltd., Bruce Bonnett and Dennis Ballard, jointly and severally, for the principal sum of \$100,025.00, plus accrued interest in the sum \$23,236.03, plus interest accruing from and after the 30th day of January, 1988 to this date at the rate of \$51.40 per diem, a reasonable attorney's fee in the minimum amount of fifteen percent (15%) of the total judgment awarded herein, all costs and expenses accrued and accruing, plus interest on the total from this date until paid in full at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the interest of FDIC in and to the Horses and all other collateral covered by the Security Agreements as previously set forth herein should be and the same are hereby foreclosed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each of Defendants Colt, Bonnett and Ballard are permanently and forever enjoined from asserting any right, title, interest or claim in and to any of the Horses, or any of the collateral and assets covered by the Security Agreements.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that FDIC shall be entitled to foreclose upon and sell at public or private sale the Horses, and the collateral and assets covered by the Security Agreements or such portion thereof as shall be necessary to fully satisfy the judgment rendered

herein with any sums remaining thereafter subject to further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that execution shall henceforth issue in accordance herewith.

IT IS SO ORDERED.

DATED this 7 day of March, 1988.

~~(Signed) by the Court~~

---

United States District Judge

EXHIBIT "A"

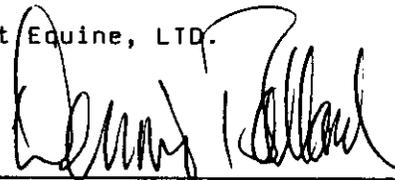
NAME	SEX	SIRE	DAM
Love That Pie	Mare	Pie in the Sky	Love Native
Bank Run	Stallion	Six Fols	No D Lay
Adamson	Stallion	Bogs Alive in 75	Easy Pan
Extra Easy Bug	Gelding	Extra Easy	Breezing Lady Bug
While: Away	Stallion	Six Fols	Della Te
Stern	Gelding	Moon Lark	Lena Bar
Sassy Sooner	Mare	Moon Spot It	Lady Bug's Queen
Ghost of Barnhill	Mare	Moon Lark	Cute Charge
Gas House	Stallion	Six Fols	Miss PJ'S Moon
Never Tarry	Gelding	Six Fols	Color Her Gone
Lady Bug Dancer	Stallion	Flaring Dancer	Ladybug's Queen
Miss F.L. Bug	Mare	Bugs Alive in 75	Streaking Bug
Fresh As A Daisy	Mare	Real Easy Jet	Chiquita Nugita
Quickit Miss	Mare	Moon Spot It	Quick Eyed Gail
Angel Always	Mare	Easy Jet	Always Thinking
My Sand Dollar	Mare	Moon spot It	Fleurette
Wagon Bug	Mare	Lady Bugs Moon	Flicka Bug
Unnamed	Stallion	Flaring Dancer	Fresh As A Daisy
Unnamed	Stallion	Flaring Dancer	Quickit Miss
Unnamed	Mare	Easy Jet	My Sand Dollar
Unnamed	Stallion	Special Effort	Wagon Bug

Witnessed:



Colt Equine, LTD.

By:



Dennis Ballard, / President

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

FRED B. WELCH, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 THE STATE OF OKLAHOMA )  
 and GARY MAYNARD, )  
 )  
 Respondents. )

✓ 87-86-C-492-C FILED  
MAR 18 1988  
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

ORDER

The court has for consideration the Findings and Recommendations of U. S. Magistrate filed February 25, 1988, in which the Magistrate recommended that petitioner's Petition for a Writ of Habeas Corpus be dismissed. 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 petitioner Fred B. Welch's Petition for a Writ of Habeas Corpus pursuant to 28 U.S.C. §2254 is dismissed.

Dated this 17 day of March, 1988.

  
H. DALE COOK, CHIEF  
UNITED STATES DISTRICT JUDGE

**E I L E D**

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

MAR 18 1988

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

I.T. FINANCIAL CORPORATION, an	)
Oklahoma corporation,	)
	)
Plaintiff,	)
	)
vs.	)
	)
HARRIS & GISH, INC., d/b/a	)
INTERNATIONAL TOURS OF	)
SAND SPRINGS,	)
	)
Defendant.	)

No. 87-C-1079-B ✓

PRELIMINARY INJUNCTION

THIS MATTER came on to be heard on I.T. Financial Corporation's Motion for Preliminary Injunction to enjoin and restrain Harris & Gish, Inc., doing business as International Tours of Sand Springs, the Defendant, from using the International Tours Trademarks, as described in I.T. Financial Corporation's Complaint on the agreements of counsel that such Preliminary Injunction should in fact be issued, with Chapel, Wilkinson, Riggs & Abney by Benjamin P. Abney appearing as counsel for Plaintiff, I.T. Financial Corporation, and Larry L. Oliver and Associates by Larry L. Oliver appearing as counsel for the Defendant.

#has copy

NOW, having heard and considered such Motion, and the agreements of counsel to enter into this Preliminary Injunction, the Court hereby finds that the Preliminary Injunction should be issued as ordered hereinafter.

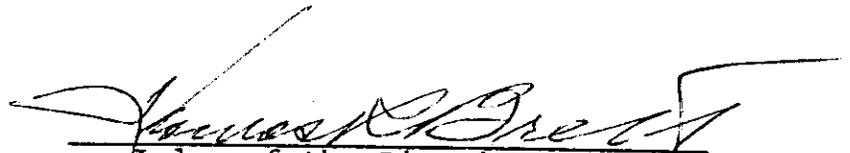
IT IS HEREBY ORDERED that the Plaintiff, I.T. Financial Corporation's Motion for Preliminary Injunction be, and it is hereby, granted and that Harris & Gish, Inc., doing business as International Tours of Sand Springs, their agents, employees and attorneys, and all those in active concert or participation with them, be, and they are hereby, enjoined and restrained from using the International Tours Trademark, or any word, words, symbol, symbols, design, designs, phrase or terms confusingly similar thereto alone or prominently displayed in promotional materials, advertisements, signs, or in any way in connection with the advertising, distribution, offering or sale, or sale of any travel services or related products, and from displaying in labels, promotional material, advertisements, signs or in any other way the International Tours Trademark or any word, words, symbol, symbols, design, designs, phrase or terms confusingly similar thereto in connection with travel services or related products, from infringing the International Tours Trademark, until the final hearing and determination of the merits of the above entitled action.

IT IS FURTHER ORDERED that the Defendant, Harris & Gish, Inc., shall take all necessary steps to implement the provisions set forth above within forty-five (45) days of the date of this Preliminary Injunction

IT IS FURTHER ORDERED that this Preliminary Injunction shall be granted without the requirement of the Plaintiff giving any bond or security, and that the Plaintiff is not waiving enforcement of any rights under its contract with the Defendant, whether or not these rights are now pleaded in the Plaintiff's Complaint, except to the extent that the Plaintiff has agreed that the Defendant may continue to operate its business as a travel agency without using the International Tours tradename and trademark during the pendency of this action.

IT IS FURTHER ORDERED pursuant to the agreement of the parties, that during the pendency of this Preliminary Injunction the Plaintiff shall not license or franchise any travel agencies to operate in the following territory: All of Tulsa County, Oklahoma west of the center line of 33rd West Avenue.

DATED: March 18<sup>th</sup>, 1988.

  
\_\_\_\_\_  
Judge of the District Court

APPROVED:

CHAPEL, WILKINSON, RIGGS & ABNEY

BY: Stephanie L. Jones for  
Benjamin P. Abney  
502 West Sixth Street  
Tulsa, Oklahoma 74119-1010  
(918) 587-3161  
Attorney for Plaintiff  
I.T. Financial Corporation

LARRY OLIVER & ASSOCIATES

BY: Gregory P. Palmer for  
Larry L. Oliver  
2211 East Skelly Drive  
Tulsa, Oklahoma 74105-5913  
(918) 745-6084  
Attorneys for Defendants

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

FILED

MAR 13 1988

ALEXANDER J. STONE CONSULTATION )  
AND INVESTMENT COMPANY, INC., an )  
Oklahoma corporation, and )  
ALEXANDER J. STONE, Individually, )

Plaintiffs, )

v. )

BARTA-ISO AIRCRAFT, LTD., a New )  
York corporation, )

Defendant. )

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

No. 87-C-557-B

O R D E R

This matter comes before the Court on motions of both parties. Alexander J. Stone Consultation and Investment Company, Inc. ("Alexander J. Stone Co.") originally filed this action for declaratory relief. It requested the Court to declare that it owed nothing to Barta-Iso Aircraft, Ltd. ("Barta-Iso") concerning a sales commission on the sale of a Beechcraft King Air C-90 airplane. Barta-Iso counterclaimed for the \$30,000 commission it claims is owed. Alexander J. Stone Co. amended its complaint with a second cause of action claiming Barta-Iso breached a purchase agreement by not buying the plane for \$300,000. Later Alexander J. Stone Co. attempted to amend its complaint to add a third cause of action contending Barta-Iso breached a fiduciary duty by not disclosing to it that Barta-Iso had received an offer on the plane over \$300,000. Alexander J. Stone contends a broker is not entitled to any commission when it breaches a fiduciary duty.

Barta-Iso requests the Court to vacate the Court's December 9, 1987 order allowing Alexander J. Stone Co. to file a second amended complaint out of time. The Court grants this request. The amendment was out of time and serves only to confuse the issues herein. However, the claims contained in Alexander J. Stone Co.'s first and third causes of action will be allowed as defenses to Barta-Iso's claim for a commission. The claim for punitive damages will not be allowed. Despite the order of pleadings in this case, it is clear from the motions filed and evidence submitted this case is one of a broker/purchaser (Barta-Iso) suing for a commission allegedly due and a seller (Alexander J. Stone Co.) defending against that claim. Therefore, the Court conforms the pleadings to the evidence submitted and casts this case into a broker/purchaser claim for a commission. Fed.R.Civ.P. 15(b). See, Ellis v. Arkansas Louisiana Gas Co., 609 F.2d 436 (10th Cir. 1979). The parties are to amend the pretrial order by March 21, 1988, consistent with this order.

Seller Alexander J. Stone Co. filed February 22, 1988, an application for leave to file a motion for summary judgment out of time. This application is denied, the date extending the time for filing dispositive motions was January 21, 1988.

Also before the Court is Barta-Iso's motion for summary judgment. The parties through letters and excerpts of depositions have shown the Court there is indeed a fact question whether Barta-Iso was acting as a broker for Alexander J. Stone Co. and whether it is entitled to a commission. Thus, pursuant to

Fed.R.Civ.P. 56, issues of fact remain for the trier of fact. Celotex Corporation v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265, 274 (1986); Anderson v. Liberty-Lobby, Inc., 477 U.S. 242, 106 S.Ct. 2505, 2511 (1986); and Widon Third Oil and Gas v. Federal Deposit Insurance Corporation, 805 F.2d 342 (10th Cir. 1986).

However, summary judgment is appropriate on Alexander J. Stone Co.'s second cause of action for breach of contract. Even if the Court accepts (which it does not) the theory that the parties had a purchase contract that Barta-Iso breached, there are simply no damages here. The alleged agreement was to purchase the plane for \$300,000; however, Alexander J. Stone Co. within days sold the plane for \$300,000. Under the evidence presented the Court cannot accept the argument the fair market value of the plane was \$250,000 and thus Alexander J. Stone Co. was damaged \$50,000.

The motion to vacate the Court's Order of December 9, 1987, allowing Alexander J. Stone to file a second amended complaint is granted. The motion to allow Alexander J. Stone Co. to file a motion for summary judgment is denied. Summary judgment on Alexander J. Stone Co.'s second cause of action is granted in favor of Barta-Iso.

IT IS SO ORDERED, this 18<sup>th</sup> day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

HAROLD GLOVER, d/b/a HAROLD GLOVER TAX )  
CONSULTANT AND ACCOUNTANT, )  
 )  
Plaintiff, )

v. )

No. 87-C-281-C

UNITED STATES FIRE INSURANCE COMPANY, a )  
New York company, )  
 )  
Defendant and )  
Third-Party Plaintiff, )

v. )

REED, SMITH, & REED, INC., an Oklahoma )  
corporation; BOB REED and ROBERT REED, )  
JR., individuals, as officers, and/or )  
board members of REED, SMITH & REED, )  
INC.; PRICE, CHEW, TUCKER INSURANCE, INC., )  
an Oklahoma corporation; PRICE & CHEW )  
INSURANCE AGENCY, INC., an Oklahoma )  
corporation; and GEORGE SMITH, individual, )  
 )  
Third-Party Defendants.)

FILED

MAR 18 1988

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

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON this 17<sup>th</sup> day of Mar., 1988, it appearing to the Court that this matter has been compromised and settled, this case is herewith dismissed with prejudice to the refiling of a future action.

(Signed) H. Dale Cook

United States District Judge

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

RICKY WILFORD WATSON, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 STATE OF OKLAHOMA, et al, )  
 THE ATTORNEY GENERAL of )  
 the State of Oklahoma, )  
 )  
 Respondents. )

87-C-239-C

**FILED**

MAR 18 1988

ORDER

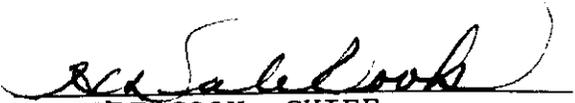
Jack C. Sivilier, Clerk  
U.S. DISTRICT COURT

The court has for consideration the Findings and Recommendations of the Magistrate filed February 25, 1988, in which the Magistrate recommended that petitioner's application for a writ of habeas corpus be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that petitioner Ricky Wilford Watson's application for a writ of habeas corpus pursuant to 28 U.S.C. §2254 is dismissed.

Dated this 17<sup>th</sup> day of March, 1988.

  
H. DALE COOK, CHIEF  
UNITED STATES DISTRICT JUDGE

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

**FILED**

MAR 18 1988

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

TRI-AM ACID AND FRACTURING  
SERVICE, INC.,

Plaintiff,

vs.

HAL TAINES and CHUCK REDMON,  
d/b/a S & J OPERATING COMPANY,

Defendant.

Case No. 86-C-329-E

ORDER OF DISMISSAL

On this 17<sup>th</sup> day of March, 1988, 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.

S/ JAMES O. ELLISON

JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

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

EDGAR LAYTON, JR., )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 JUDGE BLISS and The Attorney )  
 General of the State of )  
 Oklahoma, )  
 )  
 Respondents. )

**FILED**  
MAR 18 1988  
Jack C. Silver, Clerk  
U.S. DISTRICT COURT  
87-C-1071-E

ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed February 25, 1988, in which the Magistrate recommended that petition's application for a writ of habeas corpus be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that petitioner Edgar Layton, Jr.'s application for a writ of habeas corpus pursuant to 28 U.S.C. §2254 is denied for failure to exhaust the remedies available in the courts of the State of Oklahoma.

Dated this 17<sup>th</sup> day of March, 1988.

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

Entered

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

BURNEY ALLEN, JR.,	)
	)
Petitioner,	)
	)
v.	)
	)
THE STATE OF OKLAHOMA, JACK	)
COWLEY, Warden, JOSEPH HARP	)
CORRECTIONAL CENTER,	)
Lexington, Oklahoma, and	)
GARY MAYNARD, Director,	)
D.O.C.,	)
	)
Respondents.	)

**FILED**  
MAR 18 1988  
88-C-26-8 Jack C. Silver, Clerk  
U.S. DISTRICT COURT

ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed February 25, 1988, in which the Magistrate recommended that the first, second, third, and fifth grounds of the Petition for Writ of Habeas Corpus be dismissed, and that petitioner's Application to Set Bail Pending Habeas Corpus be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

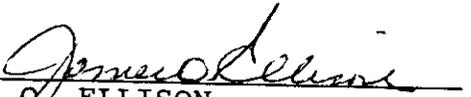
After careful consideration of the record and the issues, the court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is therefore Ordered that the first, second, third, and fifth grounds of the Petition for Writ of Habeas Corpus pursuant to 28 U.S.C. §2254 are dismissed.

It is further Ordered that petitioner's Application to Set Bail Pending Habeas Corpus is denied.

✓

Dated this 17<sup>th</sup> day of March, 1988.

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

**FILED**

**MAR 17 1988**

UNITED STATES DISTRICT COURT,  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

BORG-WARNER ACCEPTANCE )  
CORPORATION, a Delaware )  
Corporation, )

Plaintiff, )

vs. )

Case No. 86-C-882-B

CHARLES J. BAZARIAN, )  
ROBERT BYERS, PAMELA BYERS, )  
JAMES D. PAYNE and JUDY PAYNE, )  
and JIM PAYNE OLDS-PONTIAC, )  
INC., an Oklahoma Corporation, )

Defendants. )

JOURNAL ENTRY OF JUDGMENT

This matter came before the Court this 17<sup>th</sup> day of March, 1988, upon the Joint Motion of the Plaintiff, Borg-Warner Acceptance Corporation, and the Defendants, James D. Payne, Judy Payne, and Jim Payne Olds-Pontiac, Inc., said party Defendants appearing specially, having heretofore been in default, and upon the Motion and Application of the parties for approval of certain stipulated facts and the entry of judgment as to fewer than all of the parties hereto. The Court, having reviewed the stipulation of the parties will consider the Motion as a Joint Motion for Summary Judgment, and admission by each of the parties that there is no genuine issue as to any material fact remaining to be tried between the stipulating parties.

The Court further finds that, upon filing of the Joint Motion as aforesaid, the parties have waived the right of response, and that judgment upon the stipulated facts is now appropriate.

The Court specifically finds that, upon the stipulated facts, Plaintiff's Second, Third, and Fourth Causes of Action have been rendered moot, and dismissal is appropriate.

The Court further finds that the Defendants James D. Payne, Judy Payne, and Jim Payne Olds-Pontiac, Inc., and each of them, are jointly and severally liable to the Plaintiff Borg-Warner Acceptance Corporation in the amount of \$4,511,000.00 as a deficiency remaining after application of the proceeds of collateral recovered from the Defendant Jim Payne Olds-Pontiac, Inc., and sold by the Plaintiff, and that Plaintiff is therefore entitled to a judgment against the Defendants James D. Payne, Judy Payne, and Jim Payne Olds-Pontiac, Inc., in the amount of \$4,511,000.00, together with attorney's fees in the amount of \$87,121.41, such costs of this action as may be certified by the clerk together with interest on said judgment at the rate of 10.03 percent per annum. -

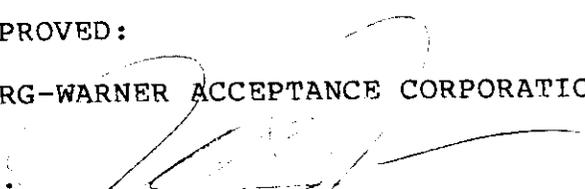
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Plaintiff be and it is hereby awarded judgment against the Defendants James D. Payne, Judy Payne, and Jim Payne Olds-Pontiac, Inc., jointly and severally in the amount of \$4,511,000.00, together with attorney's fees in the amount of

\$87,121.41, such costs as the clerk shall certify, together with interest on the principal amount of said judgment in the amount of 6.71 percent per annum, until paid.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

BORG-WARNER ACCEPTANCE CORPORATION

By: 

John B. Jarboe  
Attorney for Plaintiff  
1810 Mid Continent Tower  
Tulsa, Oklahoma 74103  
(918) 582-6131

JAMES D. PAYNE, JUDY PAYNE, and  
JIM PAYNE OLDS-PONTIAC, INC.

By: 

Richard T. Garren  
Attorney for Defendants  
P.O. Box 52400  
Tulsa, Oklahoma 74152  
(918) 743-9633

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CHARLES PHILLIP CHILDRESS; )  
 PATRICIA ANN CHILDRESS; )  
 FEDERAL NATIONAL MORTGAGE )  
 ASSOCIATION; COUNTY TREASURER, )  
 Tulsa County, Oklahoma; and )  
 BOARD OF COUNTY COMMISSIONERS, )  
 Tulsa County, Oklahoma, )  
 )  
 Defendants. )

**FILED**

MAR 17 1988

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

CIVIL ACTION NO. 88-C-0003-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 17 day  
of March, 1988. The Plaintiff appears by Tony M.  
Graham, United States Attorney for the Northern District of  
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States  
Attorney; the Defendants, County Treasurer, Tulsa County,  
Oklahoma, and Board of County Commissioners, Tulsa County,  
Oklahoma, appear by Doris L. Fransein, Assistant District  
Attorney, Tulsa County, Oklahoma; the Defendant, Federal National  
Mortgage Association, appears not, having previously filed its  
Disclaimer; and the Defendants, Charles Phillip Childress and  
Patricia Ann Childress, appear not, but make default.

The Court being fully advised and having examined the  
file herein finds that Defendants, Charles Phillip Childress and  
Patricia Ann Childress, acknowledged receipt of Summons and  
Complaint on January 11, 1988; that Defendant, Federal National

Mortgage Association, acknowledged receipt of Summons and Complaint on January 7, 1988; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on January 5, 1988; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on January 6, 1988.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on January 27, 1988; that the Defendant, Federal National Mortgage Association, filed its Disclaimer herein on January 11, 1988; and that the Defendants, Charles Phillip Childress and Patricia Ann Childress, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot Seven (7), Block Two (2), NICHOLS HEIGHTS, an Addition to Owasso, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

The Court further finds that on August 21, 1981, Charles Phillip Childress and Patricia Ann Childress executed and delivered to Charles F. Curry Company their mortgage note in the amount of \$40,000.00, payable in monthly installments, with interest thereon at the rate of sixteen and one-half percent (16.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Charles Phillip Childress and Patricia Ann Childress executed and delivered to Charles F. Curry Company a real estate mortgage dated August 21, 1981, covering the above-described property. Said mortgage was recorded on August 24, 1981, in Book 4584, Page 2273, in the records of Tulsa County, Oklahoma.

The Court further finds that on September 4, 1981, Charles F. Curry Company assigned above-described mortgage to Federal National Mortgage Association. Said Assignment of Mortgage was recorded on September 14, 1981, in Book 4568, Page 1922, in the records of Tulsa County, Oklahoma.

The Court further finds that on May 8, 1985, Federal National Mortgage Association assigned the above-described mortgage to the Administrator of Veterans Affairs. Said Assignment of Mortgage was recorded on June 12, 1985, in Book 4869, Page 154, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Charles Phillip Childress and Patricia Ann Childress, 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, Charles Phillip Childress and Patricia Ann Childress, are indebted to the Plaintiff in the principal sum of \$45,034.78, plus interest at the rate of 11.5 percent per annum from November 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 Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$328.00, plus penalties and interest, for the year of 1987. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of personal property taxes in the amount of \$7.00 which became a lien on the property as of 1987. Said lien is inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, claims no right, title, or interest in the subject real property.

The Court further finds that the Defendant, Federal National Mortgage Association, disclaims any 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, Charles Phillip Childress and Patricia Ann Childress, in the principal sum of \$45,034.78, plus interest at the rate of 11.5 percent per annum from November 1, 1986 until judgment, plus interest thereafter at the current legal rate of 6.71 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 Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$328.00, plus penalties and interest, for ad valorem taxes for the year of 1987, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$7.00 for personal property taxes for the year of 1987, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Federal National Mortgage Association 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, Charles Phillip Childress and Patricia Ann Childress, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment of the Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$328.00, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

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

Fourth:

In payment of the Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$7.00, personal property taxes which are currently due and owing.

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

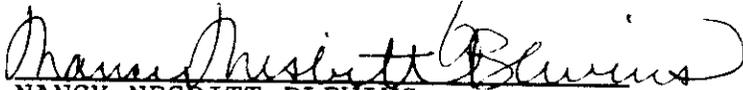
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

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

NNB/css

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
 vs. )  
 )  
 LLOYD R. BOYLES; CAROL D. )  
 BOYLES; COMMUNITY BANK AND )  
 TRUST COMPANY; VICTOR FEDERAL )  
 SAVINGS AND LOAN ASSOCIATION; )  
 COUNTY TREASURER, Creek County, )  
 Oklahoma; and BOARD OF COUNTY )  
 COMMISSIONRS, Creek County, )  
 Oklahoma, )  
 )  
 Defendants. )

**FILED**

MAR 17 1988

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

CIVIL ACTION NO. 87-C-1092-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 17 day of March, 1988. The Plaintiff appears by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney; the Defendants, County Treasurer, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, appear by Wesley R. Thompson, Assistant District Attorney, Creek County, Oklahoma; the Defendant, Community Bank and Trust Company, appears by its attorney Patricia Smith; the Defendant, Victor Federal Savings and Loan Association, appears not, having previously filed its Disclaimer; and the Defendants, Lloyd R. Boyles and Carol D. Boyles, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Lloyd R. Boyles and

Carol D. Boyles, acknowledged receipt of Summons and Complaint on January 14, 1988; that Defendant, Community Bank and Trust Company, acknowledged receipt of Summons and Complaint on January 4, 1988; that Defendant, Victor Federal Savings and Loan Association, acknowledged receipt of Summons and Complaint on January 8, 1988; that Defendant, County Treasurer, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on January 4, 1988; and that Defendant, Board of County Commissioners, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on January 5, 1988.

It appears that the Defendants, County Treasurer, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, filed their Answer herein on January 25, 1988; that the Defendant, Community Bank and Trust Company, filed its Answer and Cross-Complaint herein on January 22, 1988; that Defendant, Victor Federal Savings and Loan Association, filed its Disclaimer herein on January 29, 1988; and that the Defendants, Lloyd R. Boyles and Carol D. Boyles, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

LOT EIGHT (8), BLOCK TWO (2), SOUTH COUNTRY ESTATES 4TH, AN ADDITION IN THE W/2 OF THE NE/4 OF THE NW/4 AND PART OF THE NW/4 OF THE NW/4, AND ALSO A RESUBDIVISION OF LOT 16, BLOCK 3 AND LOTS 14 and 15, BLOCK 4, SOUTH COUNTRY ESTATES 3RD, ALL IN SECTION 16, TOWNSHIP 18 NORTH, RANGE 12 EAST, IN CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

The Court further finds that on March 30, 1983, Lloyd R. Boyles and Carol D. Boyles executed and delivered to Oakwood Mortgage Corporation their mortgage note in the amount of \$90,000.00, payable in monthly installments, with interest thereon at the rate of twelve and one-half percent (12.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Lloyd R. Boyles and Carol D. Boyles executed and delivered to Oakwood Mortgage Corporation a mortgage dated March 30, 1983, covering the above-described property. Said mortgage was recorded on April 14, 1983, in Book 134, Page 1998, in the records of Creek County, Oklahoma.

The Court further finds that on April 1, 1983, Oakwood Mortgage Corporation assigned the above-described mortgage to First Security Mortgage Company. This assignment of mortgage was recorded on April 20, 1983, in Book 135, Page 800, in the records of Creek County, Oklahoma.

The Court further finds that on May 25, 1984, First Security Mortgage Company assigned the above-described mortgage to Victor Federal Savings and Loan Association. This assignment of mortgage was recorded on August 7, 1984, in Book 168, Page 1719, in the records of Creek County, Oklahoma.

The Court further finds that on July 17, 1985, Victor Federal Savings and Loan Association assigned the above-described mortgage to the Administrator of Veterans Affairs. This assignment of mortgage was recorded on August 12, 1985, in Book 191, Page 1411, in the records of Creek County, Oklahoma. Said

assignment was not attested as required by 16 O.S. Ann. § 94; therefore, Victor Federal Savings and Loan Association was made a defendant herein.

The Court further finds that the Defendants, Lloyd R. Boyles and Carol D. Boyles, 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, Lloyd R. Boyles and Carol D. Boyles, are indebted to the Plaintiff in the principal sum of \$102,482.92, plus interest at the rate of 12.5 percent per annum from February 1, 1987 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, Creek County, Oklahoma, have a lien on the property which is the subject matter of this action by virtue of personal property taxes in the amount of \$110.19 which became a lien on the property as of 1987. Said lien is inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Community Bank and Trust Company, has a lien on the property which is the subject matter of this action by virtue of a real estate mortgage dated February 1, 1984, and recorded on February 7, 1984, in Book 155 at Page 1613 in the records of Creek County, Oklahoma. The unpaid balance on subject mortgage is \$5,464.78, plus interest at the rate of \$2.69 per diem from January 4, 1988, until paid, a

reasonable attorney's fee and costs of this action. Said lien is inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Victor Federal Savings and Loan Association, disclaims any 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, Lloyd R. Boyles and Carol D. Boyles, in the principal sum of \$102,482.92, plus interest at the rate of 12.5 percent per annum from February 1, 1987 until judgment, plus interest thereafter at the current legal rate of 6.71 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, Creek County, Oklahoma, have and recover judgment against the Defendants, Lloyd R. Boyles and Carol D. Boyles, in the amount of \$110.19, for personal property taxes for the year of 1987, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Community Bank and Trust Company, have and recover judgment the Defendants, Lloyd R. Boyles and Carol D. Boyles, in the amount of \$5,464.78, plus interest at the rate of \$2.69 per diem from January 4, 1988, until paid, a reasonable attorney's fee and costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Victor Federal Savings and Loan Association, has no right, title, or interest in the subject real property.

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

First:

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

Second:

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

Third:

In payment of the Defendant, Community Bank and Trust Company, in the amount of \$5,464.78, plus interest at the rate of \$2.69 per diem from January 4, 1988, until paid, a reasonable attorney's fee and costs of this action;

Fourth:

In payment of the Defendants, County Treasurer and Board of County Commissioners, Creek County, Oklahoma, in the amount of \$110.19, personal property taxes which are currently due and owing.

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

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

S/ THOMAS R. BRETT  

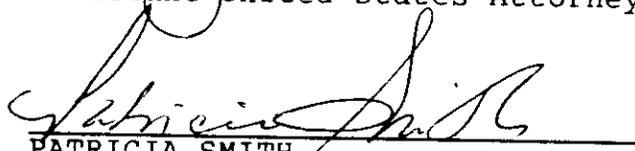
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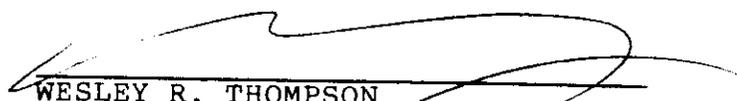
UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

  
PATRICIA SMITH  
Attorney for Defendant,  
Community Bank and Trust Company

  
WESLEY R. THOMPSON  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Creek County, Oklahoma

NNB/css

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

THE BOARD OF TRUSTEES OF THE )  
PIPELINE INDUSTRY BENEFIT FUND) )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
W. L. GOLIGHTLY, INC., )  
 )  
Defendant. )

No. 87-C-938-B

**FILED**

**MAR 17 1988**

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

JUDGMENT BY DEFAULT

This matter comes before the Court on Plaintiff's request for default judgment filed herein, upon the grounds that the Defendant has failed to answer or otherwise plead to the complaint filed herein, as required by law.

The Court finds that the Defendant was duly served with summons in this case on the 2nd day of February, 1988, and is wholly in default herein, and that the Plaintiff should have judgment as prayed for in its Complaint filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff be, and is hereby, awarded a judgment of and from said Defendant in the principal sum of \$58,888.85, together with interest thereon at the rate of 6.71% from the date of judgment until paid in full. Plaintiff may be entitled to attorney fees and costs of this action if properly applied for pursuant to the Local Rules and applicable law.

DATED this 17<sup>th</sup> day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

FILED

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

MAR 17 1988

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

KENWORTHY OPERATING COMPANY, )  
an Oklahoma corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ANR PIPELINE COMPANY, )  
a Delaware corporation, )  
 )  
Defendant. )

Case No. 87-C-586-B

ORDER OF DISMISSAL

On this day the Stipulation of Dismissal came before this Court and it appearing to this Court that said stipulation is in order, it is hereby

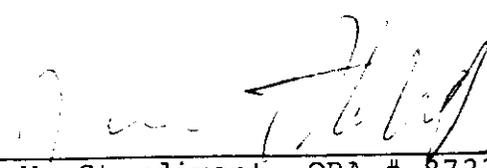
ORDERED, ADJUDGED AND DECREED that this action be, and is hereby, dismissed with prejudice, each party to bear its individual costs and attorney fees.

DATED: March 17, 1988

S/ THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

B - my D O  
Bruce M. Daniel, OBA # 10051  
Shonnie L. Daniel, OBA # 10052  
ALBRIGHT & WELCH, P.C.  
2601 Fourth National Bank Building  
Tulsa, Oklahoma 74119  
ATTORNEYS FOR PLAINTIFF

  
James M. Sturdivant, OBA # 8723  
Teresa B. Adwan, OBA # 153  
M. Benjamin Singletary, OBA # 8273  
GABLE & GOTWALS  
2000 Fourth National Bank Building  
Tulsa, Oklahoma 74119

ATTORNEYS FOR DEFENDANT

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

**FILED**

TULSA DYNASPAN, INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 STANLEY STRUCTURES, INC., )  
 )  
 Defendant. )

No. 87-C-598-B ✓

MAR 16 1988 m  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

O R D E R

This matter comes before the Court on Defendant Stanley Structures, Inc.'s motion to dismiss for lack of in personam jurisdiction pursuant to Fed.R.Civ.P. 12(b)(2), or in the alternative a motion to dismiss the second, fourth, fifth, sixth and seventh causes of action of the complaint pursuant to Rule 12(b)(6). For the reasons set forth below, the Defendant's motion is granted in part and denied in part.

This is an action brought upon contract and tort theories arising from the order, manufacture and sale of certain hollow-core concrete planks for a prison project in the San Antonio, Texas area. The Plaintiff, Tulsa Dynaspan, Inc., is and was at all times relevant to this matter a resident of Oklahoma. Defendant Stanley Structures, Inc. ("Stanley") is a Delaware corporation with its principal place of business in Colorado. The Defendant seeks to dismiss this lawsuit on the grounds that it did not have sufficient contact with the State of Oklahoma to give this court in personam jurisdiction over it.

PERTINENT FACTS REGARDING PERSONAL JURISDICTION

The instant dispute arises from the Plaintiff's manufacture and sale of certain concrete goods as a subcontractor to the Defendant Stanley Structures for the construction of a prison in Texas. In the spring of 1986, both the Plaintiff and Defendant submitted bids to the Texas Department of Corrections in an effort to be selected as the contractor to provide hollow-core concrete planks for the prison project. (Markle Affidavit, Exhibit A, ¶2). The initial bids were rejected by the Texas Department of Corrections. At the time of the initial bid both Stanley and Tulsa Dynaspan had copies of the plans and specifications for the prison project which were prepared by an independent architectural firm retained by the Department of Corrections. It is clear neither the Plaintiff nor the Defendant had any part in formulating the plans and specifications for the project. (Affidavit of Richard W. Webber, ¶2). Defendant Stanley subsequently rebid the project and contacted the Plaintiff concerning their possible interest in supplying the hollow-core concrete planks for the project in the event that Stanley was the successful bidder on the project. (Shenkman Affidavit, ¶5; Markle Affidavit, ¶4).

Thereafter, the parties conducted discussions and negotiations concerning the Plaintiff's manufacture and supply of hollow-core concrete planks. It is undisputed that the Plaintiff's president, David G. Markle, visited Stanley's San Antonio, Texas office on May 30, 1986, to discuss the proposal to

furnish pre-cast and/or pre-stressed concrete. (Shenkman Affidavit, ¶6, and Attachment No. 1). It is likewise undisputed that one of the Defendant's representatives, Ted Schwab, visited the Plaintiff's Broken Arrow, Oklahoma plant on or about June 12, 1986.

Following the numerous telephone calls and discussions between the parties, the Defendant forwarded a letter of intent to Tulsa Dynaspan dated June 13, 1986 (Exhibit B to Plaintiff's Response), which letter of intent was accepted by the Plaintiff on June 23, 1986. (Markle Affidavit, ¶8).

The Defendant forwarded a purchase order for the subject hollow-core panels to Tulsa Dynaspan on or about September 2, 1986. (Attachment #3 to Shenkman Affidavit). This purchase order was accepted by the Plaintiff on September 3, 1986.

The Plaintiff provided the concrete materials set forth in the contract, and the Defendant ultimately rejected the goods as being of inadequate quality and sought replacement planks to finish the project.

#### IN PERSONAM JURISDICTION STANDARDS

12 Okl.St. Ann. §2004(F) provides that a court in Oklahoma "may exercise jurisdiction on any basis consistent with the Constitution of this state and the Constitution of the United States." To comply with due process requirements of the Oklahoma and United States Constitutions, in personam jurisdiction cannot be asserted over a nonresident defendant unless that defendant has had certain minimum contacts with the forum so maintenance of

the lawsuit does not offend traditional notions of fair play and substantial justice. International Shoe Co. v. Washington, 326 U.S. 310 (1945); World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286 (1980). A defendant not literally present in the forum state may not be required to defend himself in that state's courts unless the quality and nature of the defendant's activity in relation to the particular cause of action makes it fair to do so. Hanson v. Denckla, 357 U.S. 235, 252-53 (1958). In making a determination whether defendant's contacts with the forum are sufficient for purposes of in personam jurisdiction, courts look to the totality of the circumstances and contacts between the nonresident and defendant in the forum. All American Car Wash v. National Pride Equipment, Inc., 550 F.Supp. 166 (W.D.Okla. 1981). It is critical to this determination that the nonresident defendant have voluntarily committed some act by which he may be said to have purposely availed himself of the privilege of conducting activities within the forum state and has thus invoked the benefits and protections of the laws of the forum. Henson v. Denckla, supra; Crescent Corp. v. Martin, 443 P.2d 111 (Okla. 1968); Lyon v. Bonneson, 451 F.Supp. 441 (W.D.Okla. 1977). The critical question before this Court therefore is whether the actions of the Defendant herein are sufficient to meet the minimum contacts test of International Shoe and allow this Court to assert in personam jurisdiction over it.

After reviewing the briefs and documentary evidence submitted by the parties in conjunction with the citations of

authority, the Court concludes that this case is governed by Yankee Metal Products Co. v. District Court, 528 P.2d 311 (Okla. 1974). In Yankee, a nonresident corporation contacted an Oklahoma harness manufacturer to discuss the purchase of wire harnesses. In that conversation, later confirmed by mail, the corporation ordered a large number of the harnesses to be custom built according to samples furnished by the purchaser. The harnesses were not stock inventory items and were subsequently custom built to conform to the furnished samples. The Court held that the nonresident purchaser was "active" and consequently came within the in personam jurisdiction of the Oklahoma courts. The court in Yankee Metal Products Co., supra, stated:

"The 'active-purchaser, passive-purchaser' classification has the effect of protecting the ordinary 'mail order catalogue' consumer who merely orders a stock item of merchandise from a distant state, from the jurisdiction of the courts of the distant state. At the same time it affords ample protection to a resident manufacturer who, at the special solicitation of a nonresident buyer, manufactures custom built materials or products according to specifications or samples furnished by the buyer.

"As we have seen, the nonresident buyer in the case now before us did more than merely place an order for merchandise. It 'actively participated in negotiations and plans for production' by furnishing specifications or samples for the manufacture of the harnesses. We therefore hold that the District Court of Oklahoma County has in personam jurisdiction over the nonresident buyer, Yankee Metal Products Co. under 12 O.S. 1971, §1701.01 et seq."

Defendant argues that the present case is controlled by Jem Engineering and Manufacturing, Inc. v. Toomer Electrical Co., 413 F.Supp. 481, 484 (N.D.Okla. 1976), which declined to find

personal jurisdiction over an out-of-state purchaser. The court in Jem Engineering determined the out-of-state purchaser to be "passive" since the plaintiff-seller initiated the transaction, the item sold was not "custom built," and there was no negotiation between the parties regarding the sale.

The Defendant urges the Court to distinguish the Yankee Metal authority and asserts that the negotiation which actually led to the purchase by Stanley of the goods in question were initiated by the Plaintiff, not Stanley, when the Plaintiff's president, Mr. Markle, traveled to Stanley's offices in San Antonio, Texas on May 30, 1986. The Defendant asserts that the prior telephone conversations in April 1986, between Mr. Markle, Mr. Webber and Mr. Shenkman are relevant only to the point in time when both the Plaintiff and Defendant were directly competing against one another for the pre-cast work on the project and had nothing to do with the ultimate consummation of the contract between the parties. In addition, Defendant argues that special significance should be placed on the fact that the Plaintiff had the plans and specifications for the Texas prison project prior to any contact by the Defendant and therefore such plans were not "furnished by the buyer" (like the buyer in the Yankee Metal case).

A review of the affidavits in evidence herein establishes a course of dealing between the Defendant in Texas and the Plaintiff in Oklahoma, which extended over approximately six months and culminated with the Plaintiff accepting the

Defendant's hollow-core concrete purchase order on September 3, 1986. While the parties do not agree on which "initial contact," namely, the Defendant's calls to the Plaintiff in April 1986, or the Plaintiff's visit to the Defendant's plant in Texas with a proposal, ultimately resulted in the contract of the parties, it is clear that there were considerable telephone conversations, visits and negotiations between the parties regarding the sale which took place in the State of Oklahoma. Further, while the Defendant did not formulate the plans and specifications for the project, the Defendant did require that the specifications and plans prepared by an outside architect be adhered to in the manufacture of the concrete materials. (See, Exhibit C to the Plaintiff's Brief, Hollow-Core Purchase Order).

The key element in this case which distinguishes it from Jem Engineering & Mfg., Inc., is the nature of the goods involved. It is undisputed that the hollow-core concrete planks which are the subject of the instant action were not inventory items of Tulsa Dynaspan, Inc. and were specifically manufactured by the Plaintiff pursuant to the Defendant's purchase order. As such, the Court finds that the Defendant, Stanley Structures, Inc., was an "active purchaser" under the reasoning of Yankee Metal Products Co., supra. The Court therefore finds that the totality of the circumstances in this case regarding the Defendant's telephone calls, mailings and contract with the Oklahoma Plaintiff for custom made goods are sufficient to subject the nonresident Defendant to the in personam jurisdiction of this

Court. The Court concludes that the Defendant, Stanley Structures, Inc., has conducted sufficient activity in Oklahoma that the assertion of personal jurisdiction by this Court will not offend traditional notions of fair play and substantial justice. The Defendant's motion to dismiss on in personam jurisdiction grounds is denied.

Having found that personal jurisdiction exists in this case, the Court now turns to the Defendant's motion to dismiss the second, fourth, fifth, sixth and seventh causes of action of the Plaintiff's complaint pursuant to Fed.R.Civ.P. 12(b)(6).

Defendant seeks dismissal of the Plaintiff's second cause of action alleging a fraud claim for the reasons that the Plaintiff's cause of action fails to state the allegations of fraud with particularity as required by Fed.R.Civ.P. 9(b). The Plaintiff's fraud cause of action incorporates by reference the eight paragraphs of the petition which set forth the general and specific allegations of facts. In addition, the Plaintiff has alleged that the Defendant negotiated and entered into the contract with the Plaintiff with no intention of performing the agreement according to its terms. From this recitation of the facts and circumstances the Court concludes the Plaintiff has satisfied Rule 9(b) in that it has alleged with particularity the "circumstances" constituting fraud. Consequently, the Plaintiff is not obligated to plead "evidentiary facts" to support a fraud claim. See, Nolan Bros., Inc. v. United States ex rel Fox Brothers Construction Company, 266 F.2d 143 (10th Cir. 1959).

The Court finds that under the liberal Tenth Circuit interpretation of Rule 9(b) the instant pleading is sufficient to apprise the Defendant of the nature of the fraud claim and allow the Defendant to frame a response. See, e.g., Citizens State Bank v. Federal Deposit Insurance Corporation, 639 F.Supp. 758 (W.D. Okla. 1986). The Defendant's motion to dismiss the fraud cause of action is overruled at this point in the lawsuit. However, the Court will entertain a motion for summary judgment on this issue at a later date under the more rigid requirements of Fed.R.Civ.P. 56.

Defendant moves to dismiss the fourth claim of quantum meruit and/or restitution and argues that the Plaintiff cannot state a claim for quantum meruit while stating a claim for recovery under an express contract. The Court finds that the Plaintiff's fourth cause of action is merely an alternative pleading and is proper under Fed.R.Civ.P. 8(a) which provides in pertinent part:

"... Relief in the alternative or of several different types may be demanded."

Rule 8(e)(2) provides:

"... A party may also state as many separate claims or defenses as he has regardless of consistency and whether based on legal, equitable, or maritime grounds...."

The motion to dismiss the Plaintiff's fourth cause of action is overruled.

Defendant seeks to dismiss the Plaintiff's fifth cause of action which alleges a claim for the tort of economic duress.

Defendant asserts that Oklahoma has not yet recognized the tort of economic duress and that even if Oklahoma did recognize a cause of action the Plaintiff has not alleged the necessary elements to support the claim. The Plaintiff agrees that the Oklahoma courts have not recognized the economic duress cause of action. See, Centric Corp. v. Morrison-Knudsen Co., 731 P.2d 411 (Okla. 1986), but argues that the Oklahoma Supreme Court would recognize such a cause of action if presented with the facts of the instant dispute.

Assuming arguendo that the Oklahoma Supreme Court would recognize such a cause of action, the Court finds that the Plaintiff has failed to state a cause of action as the Plaintiff has not alleged acts of the Defendant which would have deprived it of its free will. The alleged wrongful or unlawful act must leave the coerced party no adequate legal remedy or reasonable alternative. United States v. Bell, 259 F.Supp. 602, 605 (N.D.Okla. 1966); Centric Corp. v. Morrison-Knudsen Co., 731 P.2d 411. It is clear that the Plaintiff has an adequate legal remedy as evidenced by the instant lawsuit to recover for breach of contract. The Court finds that the Plaintiff has not stated a cause of action for economic duress and therefore the motion to dismiss the fifth cause of action is granted.

Defendant next seeks dismissal of the Plaintiff's sixth cause of action which alleges defamation. The Defendant contends that the Plaintiff is required to plead its slander claim in such a way that the Defendant is afforded sufficient notice of the

communications complained of to allow the Defendant to defend itself. The Defendant acknowledges the liberal pleading rules of Fed.R.Civ.P. 8 but urges that the Plaintiff must set forth the words alleged to be defamatory to properly state a claim for slander, citing Walters v. Linhof, 559 F.Supp. 1231, 1234 (D.Colo. 1985).

The Plaintiff's sixth cause of action at paragraph 25 states:

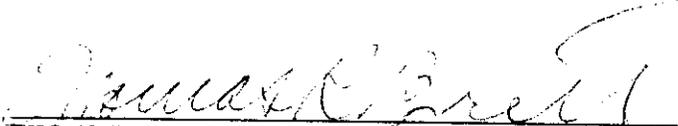
"In carrying out its malicious, oppressive, and fraudulent conduct alleged herein, Stanley published defamatory statements constituting slander of the business and product of Tulsa Dynaspan. Such slanderous statements were published maliciously to the general contractor as well as the owner of the Tennessee Colony Prison Project."

Measured in accord with Fed.R.Civ.P. 8, which requires only that the Plaintiff's charges be set forth in a short and concise statement, Plaintiff's allegations are marginally sufficient to apprise the Defendant of the communications complained of in order that it might defend itself. However, the Court directs the Plaintiff to make the sixth cause of action more definite and certain by setting forth the alleged slanderous statements, to whom they were published, the time and place of such statements, and the identity of all parties to the alleged defamation. See, Pike v. City of Mission, KS, 731 F.2d 655 (10th Cir. 1984). Plaintiff should amend the sixth cause of action by March 31, 1988, as directed. The Defendant's motion regarding the defamation claim is overruled. The Defendant may re-urge its motion to dismiss by April 10, 1988, if the amendment fails to elucidate the Plaintiff's defamation claim.

Defendant has also moved to dismiss the Plaintiff's seventh cause of action which apparently seeks declaratory relief on all six causes of action asserted in the complaint. As properly pointed out by the Defendant in its motion to dismiss, the Court under Oklahoma law may only grant declaratory relief on the Plaintiff's first and fourth causes of action as those claims involve contract theories. Declaratory relief on the remainder of the Plaintiff's claims is expressly prohibited by 12 Okl.St. Ann. §1651 (1981). The Plaintiff's seventh cause of action is dismissed insofar as it seeks declaratory judgment on any but the Plaintiff's first and fourth causes of action.

The parties shall adhere to the schedule entered contemporaneous with this order.

IT IS SO ORDERED, this 5 day of March, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

MAR 16 1988

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

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
JOHN M. PRENTICE, II, )  
 )  
Defendant. )

CIVIL ACTION NO. 87-C-916-E

DEFAULT JUDGMENT

This matter comes on for consideration this 16<sup>th</sup> day of March, 1988, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, John M. Prentice, II, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, John M. Prentice, II, was served with Summons and Complaint on December 31, 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,

John M. Prentice, II, for the principal sum of \$1,038.96, plus interest at the rate of 9 percent per annum and administrative costs of \$.63 per month from May 30, 1986, until judgment, plus interest thereafter at the current legal rate of 6.64 percent per annum until paid, plus costs of this action.

S/ JAMES O. ELLISON

---

UNITED STATES DISTRICT JUDGE

PEP/mp

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 16 1988

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MARK BRIAN HAHN, )  
 )  
 Defendant. )

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

CIVIL ACTION NO. 88-C-0056-B

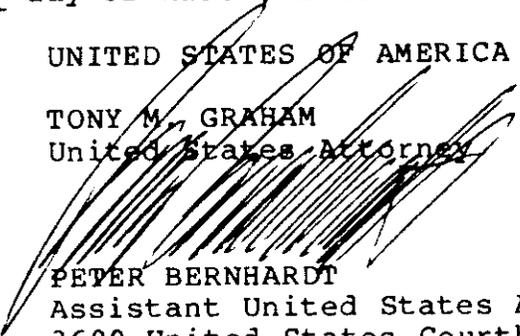
NOTICE OF DISMISSAL

COMES NOW the United States of America by  
Tony M. Graham, United States Attorney for the Northern District  
of Oklahoma, Plaintiff herein, through Peter Bernhardt,  
Assistant United States Attorney, and hereby gives notice of its  
dismissal, pursuant to Rule 41, Federal Rules of Civil  
Procedure, of this action without prejudice.

Dated this 16th day of March, 1988.

UNITED STATES OF AMERICA

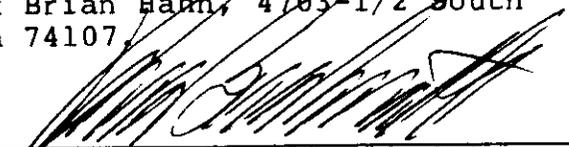
TONY M. GRAHAM  
United States Attorney



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

CERTIFICATE OF SERVICE

This is to certify that on the 16th day of March,  
1988, a true and correct copy of the foregoing was mailed,  
postage prepaid thereon, to: Mark Brian Hahn, 4703-1/2 South  
25th West Avenue, Tulsa, Oklahoma 74107.

  
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
vs. )  
 )  
MRS. MINOR LOWRIE; THE UNKNOWN )  
SUCCESSORS OF EDNA NOLTE, )  
deceased; and FEDERAL DEPOSIT )  
INSURANCE CORPORATION, as )  
Receiver of the Farmers State )  
Bank of Dexter, Kansas, )  
formerly Farmers and Merchants )  
State Bank, )  
 )  
Defendants. )

**F I L E D**

MAR 16 1988

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

CIVIL ACTION NO. 85-C-530-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 16<sup>th</sup> day of March, 1988. The Plaintiff appears by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney; the Defendant, Mrs. Minor Lowrie, appears by her attorney Timothy E. McCormick; the Defendant, Federal Deposit Insurance Corporation, as Receiver of the Farmers State Bank of Dexter, Kansas, formerly Farmers and Merchants State Bank, appears by its attorney James W. Rusher; and the Defendants, The Unknown Successors of Edna Nolte, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Farmers State Bank of Dexter, Kansas, formerly Farmers and Merchants State Bank, acknowledged receipt of Summons and Complaint on June 5, 1985.

The Court further finds that the Federal Deposit Insurance Corporation was appointed receiver for the Farmers

State Bank of Dexter, Kansas, on June 20, 1985 and was therefore substituted for the Farmers State Bank of Dexter, Kansas as a defendant herein by Order of this Court on September 26, 1985.

The Court further finds that Edna Nolte was served with Summons and Complaint and on July 29, 1985, filed her Answer to the Complaint. On November 4, 1985, Edna Nolte was mailed a copy of the Amended Complaint, which was not returned.

The Court further finds that on June 10, 1987, the Court ordered that Mrs. Minor Lowrie, daughter of Edna Nolte, and The Unknown Successors of Edna Nolte, deceased, were substituted as parties defendant for Edna Nolte pursuant to Rule 25 of the Federal Rules of Civil Procedure.

The Court further finds that the Defendant, Federal Deposit Insurance Corporation, as Receiver of the Farmers State Bank of Dexter, Kansas, formerly Farmers and Merchants State Bank, filed its Answer and Cross-Claim herein on January 22, 1986, and that Defendants, Mrs. Minor Lowrie and The Unknown Successors of Edna Nolte, deceased, have failed to answer as to the Amended Complaint and their default was therefore entered by the Clerk of this Court on July 9, 1987. The attorney for Mrs. Minor Lowrie has agreed to the entry of judgment herein as follows.

The Court further finds that this is a suit based upon a certain promissory note and for foreclosure of mortgages securing said promissory note upon certain real property located in Osage County, Oklahoma, within the Northern Judicial District of Oklahoma, and more particularly described below.

The Court further finds that on December 29, 1979, Minor V. Lowrie d/b/a Otasco, Virginia Lowrie, and Edna Nolte executed and delivered a promissory note payable to the Farmers & Merchants State Bank, Dexter, Kansas, in the principal amount of \$65,000.00, together with interest thereon at a rate of 14.45 percent per annum. The borrowers further agreed that after one full calendar quarter subsequent to the date thereof, the rate of interest therein would increase or decrease at the rate of 1/2 percent per annum over the minimum published New York prime, as that rate changed and was published in the Wall Street Journal, to have been effective as of October 1, January 1, April 1, and July 1 in each year, and the change in the rate of interest therein would be determined and become effective as of those dates. This note was duly assigned to the Small Business Administration by the Farmers State Bank, Dexter, Kansas, formerly Farmers & Merchants State Bank.

The Court further finds that on December 28, 1979 for the purpose of securing the aforesaid promissory note, according to the terms thereof and as a part of the same consideration, Edna Nolte executed and delivered to the Farmers & Merchants State Bank, Dexter, Kansas, a real estate mortgage in the amount of \$11,000.00, covering the following-described real property:

The West Half of the Southwest Quarter of  
Section 23, Township 29 North, Range 6 East of  
the Indian Meridian, Osage County, Oklahoma.

This real estate mortgage was recorded in the office of the Osage County Clerk on January 14, 1980, in Book 574 at Page 379.

The Court further finds that on April 6, 1983, the aforesaid real estate mortgage was duly assigned to the Small Business Administration by the Farmers State Bank, Dexter, Kansas, formerly Farmers & Merchants State Bank. This assignment of real estate mortgage was recorded in the office of the Osage County Clerk on April 22, 1983, in Book 0634 at Page 051.

The Court further finds that on December 28, 1979, for the purpose of securing the payment of the aforesaid promissory note, according to the terms thereof and as a part of the same consideration, Edna Nolte executed and delivered to the Farmers & Merchants State Bank a real estate mortgage in the amount of \$65,000.00, covering the following-described real property:

The West Half of the Northwest Quarter of Section 26, Township 29 North, Range 6 East of the Indian Meridian, Osage County, Oklahoma.

This real estate mortgage was recorded in the office of the Osage County Clerk on January 14, 1980, in Book 574 at Page 378.

The Court further finds that on April 6, 1983, the aforesaid real estate mortgage was duly assigned to the Small Business Administration by the Farmers State Bank, Dexter, Kansas, formerly Farmers & Merchants State Bank. This assignment of real estate mortgage was recorded in the office of the Osage County Clerk on April 22, 1983, in Book 0634 at Page 052.

The Court further finds that Edna Nolte made default under the terms of the aforesaid note and mortgages by reason of her failure to make the installments due thereon, which default has continued, and that by reason thereof there is currently due and owing to the Plaintiff the principal sum of \$40,141.85, with

accrued interest thereon in the sum of \$2,128.15 as of February 1, 1985, plus interest accruing on the principal sum from and after that date at a rate of 14.45 percent per annum with a daily accrual of \$15.89.

The Court further finds that the Defendant, Federal Deposit Insurance Corporation, as Receiver of the Farmers State Bank of Dexter, Kansas, formerly Farmers and Merchants State Bank, claims an interest in the subject real property by virtue of a promissory note executed and delivered on August 12, 1981 by Edna Nolte, and secured by a mortgage recorded in the office of the Osage County Clerk on August 20, 1981, in Book 603 at Page 358, and a promissory note executed and delivered on March 4, 1982 by Edna Nolte, also secured by the mortgage referred to above. There is currently due and owing to the Federal Deposit Insurance Corporation the principal sum of \$34,038.41, with accrued interest as of November 4, 1985 in the sum of \$6,630.50, plus interest accruing thereafter, a reasonable attorney's fee, and the costs of this action. Said interest is inferior to the interest of the Plaintiff, United States of America, in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against the Defendants, Mrs. Minor Lowrie and The Unknown Successors of Edna Nolte, deceased, in the principal sum of \$40,141.85, with accrued interest thereon in the sum of \$2,128.15 as of February 1, 1985, plus interest accruing on the principal sum from and after that date at a rate of 14.45 percent per annum with a daily accrual of

\$15.89 until judgment, plus interest thereafter at the current legal rate of 6.64 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Federal Deposit Insurance Corporation, as Receiver of the Farmers State Bank of Dexter, Kansas, formerly Farmers and Merchants State Bank, have and recover judgment in rem against the Defendants, Mrs. Minor Lowrie and The Unknown Successors of Edna Nolte, deceased, in the amount of \$34,038.41, with accrued interest as of November 4, 1985 in the sum of \$6,630.50, plus interest accruing on the principal sum from and after that date at a rate of 18 percent per annum until judgment, plus interest thereafter at the current legal rate of 6.64 percent per annum until paid, plus a reasonable attorney's fee to be determined upon proper application to this Court, and the costs of this action to be determined upon application to the Court Clerk.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that 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;

Third:

In payment of the judgment rendered herein in favor of the Defendant, Federal Deposit Insurance Corporation, as Receiver of the Farmers State Bank of Dexter, Kansas, formerly Farmers and Merchants State Bank.

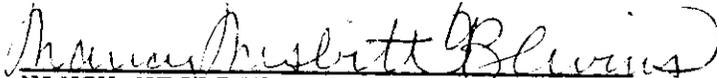
The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

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

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

  
TIMOTHY E. MCCORMICK  
1516 South Boston, Suite 205  
Tulsa, Oklahoma 74119  
Attorney for Defendant,  
Mrs. Minor Lowrie

  
JAMES W. RUSHER  
Gable & Gotwals  
2000 Fourth National Bank Building  
Tulsa, Oklahoma 74119  
Attorney for Defendant, Federal  
Deposit Insurance Corporation

NNB/css

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

FILED

MAR 16 1988

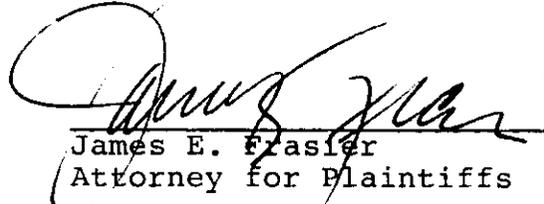
JACK G. SILVEY, CLERK  
U.S. DISTRICT COURT

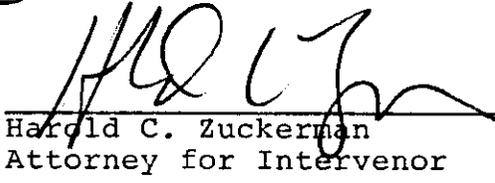
HOWARD LEE GRAGG and SUE GRAGG, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 STEPHEN M. BRADLEY and BURLINGTON )  
 NORTHERN RAILROAD COMPANY, )  
 )  
 Defendants, )  
 )  
 and )  
 )  
 THE SILVEY INSURANCE COMPANY, )  
 )  
 Intervenor. )

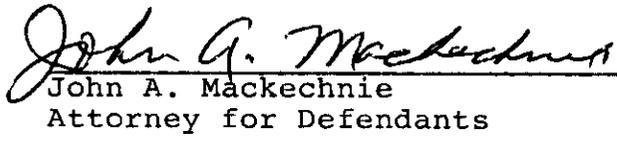
No. 87-C-507-B

STIPULATION <sup>CF</sup> FOR DISMISSAL WITH PREJUDICE

Because the parties have settled this case, they hereby stipulate and apply to the Court for a dismissal with prejudice.

  
James E. Frasier  
Attorney for Plaintiffs

  
Harold C. Zuckerman  
Attorney for Intervenor

  
John A. Mackechnie  
Attorney for Defendants

FILED

MAR 16 1988

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

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

J. JERRY DICKMAN,	)
	)
Plaintiff,	)
	)
vs.	)
	)
THE FOURTH NATIONAL BANK OF	)
TULSA, JO ANN APPLEBY,	)
Special Administrator of the	)
Estate of M. P. Appleby, Dec'd.	)
	)
Defendants.	)

No. 85-C-101-E

JOURNAL ENTRY OF JUDGMENT

Based upon agreement and admissions of the parties as evidenced by the Settlement Agreement of March <sup>1st</sup> 1988, between Plaintiff, J. Jerry Dickman, and Intervening Defendant, The Fourth National Bank of Tulsa ("Fourth National") ("Settlement Agreement") on file herein, and the General Appearance, Admissions, Waiver of Notice, and Consent to Settlement Agreement and Judgment of Defendant, Jo Ann Appleby, Special Administrator of the Estate of M. P. Appleby, Deceased, ("Consent to Settlement") on file herein, together with the Answer filed by Defendant, M. P. Appleby ("Appleby") prior to his death, the Court finds and hereby enters judgment as follows:

1. Plaintiff and Appleby conducted an oil and gas exploration and development joint venture by which their services and efforts were pooled for their mutual interests

(the "Pooling Venture"). The Pooling Venture was conducted pursuant to a contract agreed to by Plaintiff and Appleby on or about May 1, 1972, and evidenced by a letter agreement dated May 24, 1979 (the "Pooling Venture Contract"). The Pooling Venture was terminated in October 1983.

2. This action involves a dispute as to the oil and gas interests (the "Venture Interests") acquired by the Pooling Venture that are attributable to Plaintiff's share of the Pooling Venture and an accounting of the net proceeds of the Pooling Venture.

3. During the course of this action, the Court appointed Trust Company of Oklahoma as Escrow Agent by Orders dated May 28, 1985, and September 10, 1985, to receive and hold until further order of this Court certain proceeds attributable to Plaintiff's share of the Venture Interests; which proceeds are deemed by the Court to be held in trust for Plaintiff.

4. During the course of this action, Appleby died, and Jo Ann Appleby, Personal Representative of the Estate of Melvin Porter Appleby, Deceased, Maricopa County, Arizona, Case No. PB87-00856, and Special Administrator of the Estate of M. P. Appleby, Deceased, Tulsa County, Oklahoma, Case No. P-87-434, has now been substituted for Appleby as Defendant in the action.

5. During the course of the action, Fourth National intervened as Defendant in the action because of its prior

claims to Appleby's interests in the Pooling Venture.

6. During the existence of the Pooling Venture, various Venture Interests were acquired. These Venture Interests are beneficially owned by each participant of the Pooling Venture in accordance with the sharing arrangement provided in the Pooling Venture Contract. Plaintiff's share of the Venture Interests and the proceeds thereof, held in the name of other persons, representatives, or entities are deemed to be held in trust for Plaintiff, and such other persons, representatives, or entities are deemed to be trustees thereof for the benefit of Plaintiff.

7. The Settlement Agreement between Plaintiff and Fourth National describes certain Venture Interests in the interest schedules attached and made a part of that Agreement. Plaintiff owns and is entitled to the share of those certain Venture Interests as set forth in the Settlement Agreement and the interests schedules attached hereto as Exhibit A. Appleby, his heirs, successors, representatives, and assigns are entitled to the remainder of the Venture Interests as indicated in the Settlement Agreement and the interests schedules attached hereto as Exhibit A. If there are any Venture Interests not described in Exhibit A, the Plaintiff owns and is entitled to 25% of the total of each such Venture Interest prior to any and all assignments of portions of each such Venture Interest by Appleby for his personal benefit, and Appleby, his heirs,

successors, representatives, and assigns are entitled to the remainder of each such Venture Interest. Assignments to HBOP, Ltd., and Ira Wyant in 1976, and assignments to Empire Land Corporation, Jo Ann Appleby, David Appleby, Judith Tucker, George Corbyn, trustees for David Appleby, and Tom Lambie are deemed to be for the personal benefit of Appleby. Assignments of overriding royalty interests to Joy Bernhardt and Mary Shores are deemed to be for the mutual benefit of the Pooling Venture and shared jointly by Plaintiff and Appleby. All reversions, backins, and other causes of action, contractual rights and obligations to which the Venture Interests are subject shall be considered part of the Venture Interests and are owned and shared by Plaintiff in the same proportion as Plaintiff owns the Venture Interests.

8. Plaintiff owns his share of the Venture Interests free and clear of any liens or claims of Appleby, the Estate of M. P. Appleby, Deceased, Fourth National, or any other person, representative or entity claiming by, through and under Appleby, as evidenced by the Settlement Agreement and the Consent to Settlement on file herein.

9. It is further hereby ordered that any person, representative, or entity holding Plaintiff's share of any of the Venture Interests, or proceeds attributable thereto, shall convey and deliver the same to Plaintiff.

10. The parties have stipulated to a Dismissal Without Prejudice of their respective claims for an accounting of the

net proceeds of the Pooling Venture prior to May 28, 1985, and those specific claims are not included in or affected by this Journal Entry of Judgment.

11. It is further ordered that the Clerk of the Court shall release and deliver to Plaintiff all funds received and held by the Clerk, pursuant to this Court's Order of March \_\_, 1988, which required Trust Company of Oklahoma to pay into court the funds it had held as Escrow Agent.

12. The Court further orders that Fourth National shall release and deliver to Plaintiff all funds that have been received by Fourth National since May 28, 1985 that are attributable to Plaintiff's share of the Venture Interests and to which Plaintiff is entitled pursuant to the Settlement Agreement that have not been paid to the Escrow Agent.

IT IS SO ORDERED this 16<sup>th</sup> day of March, 1988.

S/ JAMES O. ELLISON

JAMES O. ELLISON  
Judge of the U. S. District Court

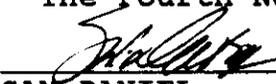
APPROVED:

  
CHRIS RHODES

Counsel for Plaintiff, J. Jerry Dickman

  
BRUCE JONES

Counsel for Intervening Defendant,  
The Fourth National Bank of Tulsa

  
SAM DANIEL

Counsel for Defendant, Jo Ann Appleby

CLR:gaw:Dickman. JE

EXHIBIT "A" TO SETTLEMENT AGREEMENT

This Exhibit "A" is attached to and a part of the Settlement Agreement dated January 19, 1988 by and between J. Jerry Dickman and The Fourth National Bank of Tulsa.

The interest schedules commencing on page 2 of this Exhibit "A" reflect a determination of Dickman's Share of certain oil and gas interests attributable to the conduct of a Pooling Venture by Dickman and M.P. Appleby.

The following symbols used in these interest schedules have the following meanings:

WI	Working Interest
ORRI	Overriding Royalty Interests
RI	Royalty Interests or Mineral Interests

Some of the working interests listed in the interest schedules without a unit revenue are the undivided part of certain leasehold interests that bear the burden of a production payment assigned to HBOP, Ltd. by Assignment dated September 1, 1978, recorded in Book 777 at Pages 478-490, from Clark Ellison and M.P. Appleby to HBOP, Ltd., as amended by instrument dated January 2, 1979 and recorded in Book 787 at Pages 95-98. No unit revenue is shown for such undivided interests because all unit revenues attributable to such undivided interests are payable by Dickman or Appleby on the production payout. Upon payout of the amount of the production payment, all of the unit revenue attributable to such undivided interest shall be payable to Dickman or Appleby, or their successors.

Leases designated by letters and numbers on the interest schedules are described in the description schedule commencing on page 111 of this Exhibit A.

Washita County  
 Sec. 19-T11N-R14W  
 Surface To 100' Below Base of Springer  
 Well Name: Clarence #19-1  
 Unit Acres: 630.40

Exhibit "A"

Page 2 of 116

-----DICKMAN-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC 239	.085362	.0000863	.0001354	.128044	.0001295	.0002031
I	NC 241	.085362	.0000863	.0001354	.128044	.0001295	.0002031
	NC 244	.250000	.0002528	.0003966	.375000	.0003792	.0005949
	NC 245	.128044	.0001549	.0002031	.192065	.0002323	.0003047
	NC 248	.128044	.0001549	.0002031	.192065	.0002323	.0003047
	NC 251	.085331	.0001032	.0001354	.127997	.0001548	.0002030
	NC 298	1.718719	.0019085	.0027264	5.156156	.0057254	.0081792
		2.480862	.0027469	.0039354	6.299371	.0069831	.0099927

O H I	NC 239		.0000085			.0000085	
	NC 241		.0000085			.0000085	
	NC 244		.0000248			.0000248	
	NC 245		.0000127			.0000127	
	NC 248		.0000127			.0000127	
	NC 251		.0000085			.0000085	
			.0000756			.0000756	

W I		.937438	.0003718		.937438	.0003718	
					5.000000	.0019829	
		.937438	.0003718		5.937438	.0023546	

Washita County  
 Sec. 19-T11N-R14W  
 Below 100' Below Base of Springer  
 Well Name: None  
 Unit Acres: 630.40

Exhibit "A"

Page 3 of 116

		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W NC 239	.170725	.0002031	.0002708	.256088	.0003047	.0004062	
I NC 241	.170725	.0002031	.0002708	.256088	.0003047	.0004062	
NC 244	.500000	.0005949	.0007931	.750000	.0008923	.0011897	
NC 245	.256088	.0003301	.0004062	.384131	.0004951	.0006093	
NC 248	.256088	.0003301	.0004062	.384131	.0004951	.0006093	
NC 251	.170662	.0002200	.0002707	.255994	.0003299	.0004061	
NC 298	3.437438	.0040896	.0054528	10.312313	.0122688	.0163584	
-----		4.961726	.0059708	.0078708	12.598745	.0150905	.0199853
E		.937438	.0003718	.937438	.0003718		
I				5.000000	.0019829		
-----		.937438	.0003718	5.937438	.0023546		

Washita County  
 Sec. 23-T11N-R14W  
 Douglas Through Springer Formations  
 Well Name: Gaunt #23-1  
 Unit Acres: 640.00

Exhibit "A"

Page 4 of 116

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	OCC 1	.355200	.0004440	.0005550	.532800	.0006660	.0008325
I	OCC 2	.355200	.0004440	.0005550	.532800	.0006660	.0008325
	OCC 3	.356275	.0004453	.0005567	.534413	.0006680	.0008350
	OCC 4	4.266675	.0053333	.0066667	6.400013	.0080000	.0100000
	OCC 5	.533325	.0006667	.0008333	.799988	.0010000	.0012500
	OCC 6	.266675	.0003333	.0004167	.400013	.0005000	.0006250
	OCC 7	.266650	.0003333	.0004166	.399975	.0005000	.0006250
		6.400000	.0080000	.0100000	9.600000	.0120000	.0150000

Washita County  
 Sec. 29-T11N-R14W  
 Surface To 100' Below Base of Springer  
 Well Name: Crowder #29-1  
 Unit Acres: 640.00

Exhibit "A"  
 Page 5 of 116

-----DICKMAN-----				-----APPLEBY-----			
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W NC 287	.884167	.0010534	.0013815	1.326250	.0015801	.0020723	
I NC 292	2.500000	.0023828	.0039063	3.750000	.0035742	.0058594	
	3.384167	.0034362	.0052878	5.076250	.0051543	.0079316	
O NC 287		.0000968			.0000968		
		.0000968			.0000968		

O  
R  
R  
I

Washita County  
 Sec. 29-T11N-R14W  
 Below 100' Below Base of Springer  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 6 of 116

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 287	1.875000	.0023804	.0029297	2.812500	.0035706	.0043945
I NC 292	5.000000	.0051563	.0078125	7.500000	.0077344	.0117188
	6.875000	.0075366	.0107422	10.312500	.0113049	.0161133

Washita County  
 Sec. 30-T11N-R14W  
 Surface To 100' Below Base of Springer  
 Well Name: Warkentin #30-1  
 Unit Acres: 633.96

Exhibit "A"

Page 7 of 116

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 236	.312500	.0003142	.0004929	.468750	.0004714	.0007394
I NC 242	2.390312	.0024037	.0037704	3.585469	.0036055	.0056557
NC 270	.661640	.0007958	.0010437	.992460	.0011937	.0015655
NC 273	.793709	.0009546	.0012520	1.190563	.0014320	.0018780
NC 274	.833331	.0010023	.0013145	1.249997	.0015034	.0019717
NC 297	.468750	.0005176	.0007394	1.406250	.0015527	.0022182
	5.460242	.0059882	.0086129	8.893489	.0097587	.0140285
O NC 236		.0000308			.0000308	
R NC 242		.0002357			.0002357	
R NC 270		.0000991			.0000991	
I NC 273		.0000861			.0000861	
NC 274		.0000822			.0000822	
		.0005338			.0005338	
R				1.875000	.0007394	
I						
				1.875000	.0007394	

Washita County  
 Sec. 30-T11N-R14W  
 Below 100' Below Base of Springer  
 Well Name: None  
 Unit Acres: 633.96

Exhibit "A"

Page 8 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC 236	.625000	.0007394	.0009859	.937500	.0011091	.0014788
I	NC 242	4.780625	.0056557	.0075409	7.170938	.0084835	.0113113
	NC 270	1.666675	.0021361	.0026290	2.500013	.0032041	.0039435
	NC 273	1.666663	.0021360	.0026290	2.499994	.0032041	.0039435
	NC 274	1.666662	.0021360	.0026290	2.499994	.0032041	.0039435
	NC 297	.937500	.0011091	.0014788	2.812500	.0033273	.0044364
		11.343125	.0139123	.0178925	18.420938	.0225321	.0290569
R					1.875000	.0007394	
I							
					1.875000	.0007394	

Washita County  
 Sec. 11-T11N-R15W  
 Surface To 100' Below Base of Springer - BPO  
 Well Name: Katie #11-1  
 Unit Acres: 640.00

Exhibit "A"

Page 9 of 116

-----DICKMAN-----      -----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 3	.1562500	.0001912	.0002441	.234375	.0002869	.0003662
I NC 4	.1562500	.0001912	.0002441	.234375	.0002869	.0003662
NC 5	1.0937500	.0013031	.0017090	1.640625	.0019547	.0025635
NC 283	1.8750000	.0020508	.0029297	2.812500	.0030762	.0043945
NC 284	.3125000	.0003418	.0004883	.468750	.0005127	.0007324
	3.5937500	.0040782	.0056152	5.390625	.0061172	.0084229

O NC 3		.0000204			.0000204	
R NC 4		.0000204			.0000204	
R NC 5		.0001068			.0001068	

-----  
 .0001475      .0001475

R I      1.250000      .0003662

-----  
 1.250000      .0003662

Washita County  
 Sec. 11-T11N-R15W  
 Surface To 100' Below Base of Springer - APO  
 Well Name: Katie #11-1  
 Unit Acres: 640.00

Exhibit "A"  
 Page 10 of 116

		-----DICKMAN-----			-----APPLEBY-----		
	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC 3	.156250	.0001912	.0002441	.234375	.0002869	.0003662
I	NC 4	.156250	.0001912	.0002441	.234375	.0002869	.0003662
	NC 5	1.093750	.0013031	.0017090	1.640625	.0019547	.0025635
	NC 283	1.406250	.0018127	.0021973	2.109375	.0027191	.0032959
	NC 284	.234375	.0003021	.0003662	.351563	.0004532	.0005493
		3.046875	.0038005	.0047607	4.570313	.0057007	.0071411
O	NC 3		.0000204			.0000204	
R	NC 4		.0000204			.0000204	
R	NC 5		.0001068			.0001068	
I	NC 283		.0002747			.0002747	
	NC 284		.0000458			.0000458	
			.0004680			.0004680	
R					1.250000	.0003662	
I					1.250000	.0003662	

Washita County  
 Sec. 11-T11N-R15W  
 Below 100' Below Base of Springer  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 3	.312500	.0004069	.0004883	.937500	.0012207	.0014648
I NC 4	.312500	.0004069	.0004883	.937500	.0012207	.0014648
NC 5	2.187500	.0027771	.0034180	6.562500	.0083313	.0102539
-----				-----		
	2.812500	.0035909	.0043945	8.437500	.0107727	.0131836
-----				-----		
R				1.250000	.0003662	
I						
-----				-----		
				1.250000	.0003662	

Washita County  
 Sec. 13-T11N-R15W  
 Surface To 100' Below Base of Springer  
 Well Name: David #13-1  
 Unit Acres: 640.00

Exhibit "A"

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		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W I NC-7	2.187500	.0023926	.0034180	3.281250	.0035889	.0051270	
	2.187500	.0023926	.0034180	3.281250	.0035889	.0051270	

Washita County  
 Sec. 13-T11N-R15W  
 Below 100' Below Base of Springer  
 Well Name: David #13-1  
 Unit Acres: 640.00

Exhibit "A"  
 Page 13 of 116

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC-7	4.375000	.0051270	.0068359	6.562500	.0076904	.0102539
I		4.375000	.0051270	.0068359	6.562500	.0076904	.0102539

Washita County  
 Sec. 14-T11N-R15W  
 Surface to Base of Red Fork  
 outside Brown Foundation #14-1 Wellbore  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"  
 Page 14 of 116

-----DICKMAN-----      -----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC-9	1.823125	.0019940	.0028486	2.734688	.0029911	.0042729
I NC-10	.273469	.0003258	.0004273	.410203	.0004887	.0006409
NC-11	.319042	.0003490	.0004985	.478564	.0005234	.0007478
NC-12	.338987	.0003708	.0005297	.508481	.0005562	.0007945
NC-19	.151927	.0001662	.0002374	.227891	.0002493	.0003561
NC-20	.151927	.0001662	.0002374	.227891	.0002493	.0003561
NC-21	.455781	.0004985	.0007122	.683672	.0007478	.0010682
NC-22	.151927	.0001662	.0002374	.227891	.0002493	.0003561
NC-299	.001203	.0000014	.0000019	.003610	.0000042	.0000056
NC-337	.548457	.0006963	.0008570	.822685	.0010444	.0012854
NC-338	.548457	.0006963	.0008570	.822685	.0010444	.0012854
NC-339	.731277	.0009284	.0011426	1.096915	.0013926	.0017139
NC-340	1.462551	.0018568	.0022852	2.193826	.0027851	.0034279
	6.958131	.0082157	.0108721	10.439001	.0123257	.0163109

O NC 10      .0001831      .0001831

R  
R  
I

-----  
 .0001831      .0001831

R      1.250000      .0003662

I

-----  
 1.250000      .0003662

Washita County  
 Sec. 14-T11N-R15W  
 Base of Red Fork to Top of Springer  
 outside Brown Foundation #14-1 Wellbore  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 15 of 116

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC 9	3.646250	.0042729	.0056973	5.469375	.0064094	.0085459
I	NC 10	.546938	.0006944	.0008546	.820406	.0010415	.0012819
	NC 11	.638085	.0007478	.0009970	.957127	.0011216	.0014955
	NC 12	.677976	.0007945	.0010593	1.016963	.0011918	.0015890
	NC 19	.303854	.0003561	.0004748	.455782	.0005341	.0007122
	NC 20	.303854	.0003561	.0004748	.455782	.0005341	.0007122
	NC 21	.911562	.0010682	.0014243	1.367344	.0016024	.0021365
	NC 22	.303854	.0003561	.0004748	.455782	.0005341	.0007122
		7.332374	.0086460	.0114568	10.998560	.0129691	.0171853
					1.250000	.0003662	
					1.250000	.0003662	

Washita County  
 Sec. 14-T11N-R15W  
 Surface to Base of Springer  
 limited to Brown Foundation #14-1 Wellbore  
 Well Name: Brown Foundation #14-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC 9	.001266	.0000015	.0000020	.001900	.0000022	.0000030
I	NC 10	.000190	.0000002	.0000003	.000285	.0000004	.0000004
	NC 11	.000222	.0000003	.0000003	.000332	.0000004	.0000005
	NC 12	.000236	.0000003	.0000004	.000353	.0000004	.0000006
	NC 19	.000106	.0000001	.0000002	.000158	.0000002	.0000002
	NC 20	.000106	.0000001	.0000002	.000158	.0000002	.0000002
	NC 21	.000317	.0000004	.0000005	.000475	.0000006	.0000007
	NC 22	.000106	.0000001	.0000002	.000158	.0000002	.0000002
	NC 299	.001203	.0000014	.0000019	.001805	.0000021	.0000028
		.003750	.0000044	.0000059	.005626	.0000066	.0000088

R  
I

1.250000 .0003662

-----  
 1.250000 .0003662

Washita County  
 Sec. 14-T11N-R15W  
 Top of Springer to 100' below Base of Hunton  
 outside Brown Foundation #14-1 Wellbore  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 17 of 116

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 9	6.250000	.0073242	.0097656	9.375000	.0109863	.0146484
I NC 10	.937500	.0011902	.0014648	1.406250	.0017853	.0021973
NC 11	1.093734	.0012817	.0017090	1.640602	.0019226	.0025634
NC 12	1.162109	.0013618	.0018158	1.743164	.0020428	.0027237
NC 19	.520833	.0006104	.0008138	.781250	.0009155	.0012207
NC 20	.520833	.0006104	.0008138	.781250	.0009155	.0012207
NC 21	1.562500	.0018311	.0024414	2.343750	.0027466	.0036621
NC 22	.520833	.0006104	.0008138	.781250	.0009155	.0012207
	12.568343	.0148201	.0196380	18.852515	.0222301	.0294571
R				1.250000	.0003662	
I				1.250000	.0003662	

Washita County  
 Sec. 14-T11N-R15W  
 Below 100' below Base of Hunton  
 outside Brown Foundation #14-1 Wellbore  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 18 of 116

-----DICKMAN-----

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 10	.937500	.0011902	.0014648	1.406250	.0017853	.0021973
I NC 11	1.093734	.0012817	.0017090	1.640602	.0019226	.0025634
NC 12	1.162109	.0013618	.0018158	1.743164	.0020428	.0027237
NC 19	.520833	.0006104	.0008138	.781250	.0009155	.0012207
NC 20	.520833	.0006104	.0008138	.781250	.0009155	.0012207
NC 21	1.562500	.0018311	.0024414	2.343750	.0027466	.0036621
NC 22	.520833	.0006104	.0008138	.781250	.0009155	.0012207
	6.318343	.0074959	.0098724	9.477515	.0112438	.0148086

R  
I

1.250000 .0003662

-----  
 1.250000 .0003662

Washita County  
 Sec. 15-T11N-R15W  
 Surface To 100' Below Base of Springer  
 Well Name: Suderman #15-1  
 Unit Acres: 640.00

Exhibit "A"

Page 19 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC 13	1.093750	.0011963	.0017090	1.640625	.0017944	.0025635
I	NC 14	1.162109	.0012711	.0018158	1.743164	.0019066	.0027237
		2.255859	.0024673	.0035248	3.383789	.0037010	.0052872

Washita County  
 Sec. 15-T11N-R15W  
 Below 100' Below Base of Springer  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 13	2.187500	.0025635	.0034180	3.281250	.0038452	.0051270
I NC 14	2.324219	.0027237	.0036316	3.486328	.0040855	.0054474
	4.511719	.0052872	.0070496	6.767578	.0079308	.0105743

Washita County  
 Sec. 23-T11N-R15W  
 Surface To 100' Below Base of Springer - BPO  
 Well Name: Roberts #23-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	NC 282	.468750	.0005127	.0007324	.703125	.0007690	.0010986
I	NC 285	.468750	.0005127	.0007324	.703125	.0007690	.0010986
		.937500	.0010254	.0014648	1.406250	.0015381	.0021973
R		2.917500	.0011396		2.917500	.0011396	
I							
		2.917500	.0011396		2.917500	.0011396	

Washita County  
 Sec. 23-T11N-R15W  
 Surface To 100' Below Base of Springer - APO  
 Well Name: Roberts #23-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
=====	=====	=====	=====	=====	=====	=====
W NC 282	.468750	.0005127	.0007324	.703125	.0007690	.0010986
I NC 285	.351562	.0004532	.0005493	.527344	.0006798	.0008240
	.820312	.0009659	.0012817	1.230469	.0014488	.0019226
O NC 285		.0000687			.0000687	
R						
R						
I						
		.0000687			.0000687	
R	2.917500	.0011396		2.917500	.0011396	
I						
	2.917500	.0011396		2.917500	.0011396	

Washita County  
 Sec. 23-T11N-R15W  
 Below 100' Below Base of Springer  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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		-----DICKMAN-----			-----APPLEBY-----		
	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
=====							
W I	NC 282	.937500	.0010986	.0014648	1.406250	.0016479	.0021973
-----							
		.937500	.0010986	.0014648	1.406250	.0016479	.0021973
-----							
E I		2.917500	.0011396		2.917500	.0011396	
-----							
		2.917500	.0011396		2.917500	.0011396	

Washita County  
 Sec. 24-T11N-R15W  
 Surface To 100' Below Base of Springer  
 Well Name: Hamburger #24-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 16A	.546875	.0006409	.0008545	.820313	.0009613	.0012817
I NC 17	.581062	.0006809	.0009079	.871594	.0010214	.0013619
NC 240	.017362	.0000187	.0000271	.026044	.0000280	.0000407
NC 243	.017362	.0000187	.0000271	.026044	.0000280	.0000407
NC 246	.026047	.0000331	.0000407	.039070	.0000496	.0000610
NC 248	.026047	.0000331	.0000407	.039070	.0000496	.0000610
NC 250	.017362	.0000220	.0000271	.026044	.0000331	.0000407
NC 259	.104250	.0001242	.0001629	.156375	.0001863	.0002443
NC 263	3.125000	.0037273	.0048828	4.187500	.0049946	.0065430
NC 268	.625000	.0007446	.0009766	.937500	.0011169	.0014648
NC 269	.625000	.0007446	.0009766	.937500	.0011169	.0014648
NC 272	.625000	.0007446	.0009766	.937500	.0011169	.0014648
NC 295A	.052063	.0000569	.0000813	.156188	.0001708	.0002440
-----				-----		
	6.388431	.0075897	.0099819	9.160740	.0108735	.0143137
-----				-----		
O NC 240		.0000017			.0000017	
R NC 243		.0000017			.0000017	
R NC 246		.0000025			.0000025	
I NC 248		.0000025			.0000025	
NC 250		.0000017			.0000017	
NC 259		.0000102			.0000102	
NC 263		.0003052			.0003149	
NC 268		.0000610			.0000610	
NC 269		.0000610			.0000610	
NC 272		.0000610			.0000610	
-----				-----		
		.0005086			.0005184	
-----				-----		
R I	.104125	.0000413		.104125	.0000413	
-----				-----		
	.104125	.0000413		.104125	.0000413	

Washita County  
 Sec. 24-T11N-R15W  
 Below 100' Below Base of Springer  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----      -----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W NC 16A	1.093750	.0012817	.0017090	1.640625	.0019226	.0025635
I NC 17	1.162125	.0013619	.0018158	1.743188	.0020428	.0027237
NC 240	.034725	.0000407	.0000543	.052088	.0000610	.0000814
NC 243	.034725	.0000407	.0000543	.052088	.0000610	.0000814
NC 246	.052094	.0000661	.0000814	.078140	.0000992	.0001221
NC 248	.052094	.0000661	.0000814	.078140	.0000992	.0001221
NC 250	.034725	.0000441	.0000543	.052088	.0000661	.0000814
NC 259	.208500	.0002647	.0003258	.312750	.0003970	.0004887
NC 263	6.250000	.0079346	.0097656	8.875000	.0112671	.0138672
NC 268	1.250000	.0015869	.0019531	1.875000	.0023804	.0029297
NC 269	1.250000	.0015869	.0019531	1.875000	.0023804	.0029297
NC 272	1.250000	.0015869	.0019531	1.875000	.0023804	.0029297
	12.672738	.0158614	.0198012	18.509107	.0231573	.0289205

C H R I	NC 263				.0000488	
					.0000488	
H I		.104125	.0001652	.104125	.0001652	
		.104125	.0001652	.104125	.0001652	

Caddo County  
 Sec. 6-T9N-R12W  
 Surface to Base of Red Fork - BPO  
 Well Name: Davidson #6-1  
 Unit Acres: 632.91

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 196	2.899294	.0036467	.0045809	4.348940	.0054700	.0068713
I FC 196	.781250		.0012344	1.171875		.0018516
	3.680544	.0036467	.0058153	5.520815	.0054700	.0087229
-----						
O FC 196		.0000234			.0000234	
-----						
		.0000234			.0000234	

Caddo County  
 Sec. 6-T9N-R12W  
 Surface to Base of Red Fork - APO  
 Well Name: Davidson #6-1  
 Unit Acres: 632.91

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 196	2.855230	.0035901	.0045113	4.282846	.0053851	.0067669
I FC 196	.781250		.0012344	1.171875		.0018516
	3.636480	.0035901	.0057457	5.454721	.0053851	.0086185
O FC 196		.0000117			.0000117	
		.0000117			.0000117	

Caddo County  
 Sec. 6-T9N-R12W  
 Below Base of Red Fork - BPO  
 Well Name: None  
 Unit Acres: 632.91

Exhibit "A"

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-----DICKMAN-----

		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC 196	1.778181	.0022074	.0028095	2.667272	.0033112	.0042143	
I FC 196	.781250		.0012344	1.171875		.0018516	
	2.559431	.0022074	.0040439	3.839147	.0033112	.0060659	

O FC 196		.0000078			.0000078	
		.0000078			.0000078	

Caddo County  
 Sec. 6-T9N-R12W  
 Felow Base of Red Fork - APO  
 Well Name: None  
 Unit Acres: 632.91

Exhibit "A"

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-----DICKMAN-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 196	1.975966	.0024613	.0031220	2.963948	.0036920	.0046830
I	FC 196	.781250		.0012344	1.171875		.0018516
		2.757216	.0024613	.0043564	4.135823	.0036920	.0065346

O	FC 196		.0000039			.0000039	
			.0000039			.0000039	

Caddo County  
 Sec. 14-T9N-R12W  
 All Depths (Subject to OCC Order No. 210670)  
 Well Name: Dorsey #14-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
FC 234	2.500000	.0029297	.0039063	3.750000	.0043945	.0058594
	2.500000	.0029297	.0039063	3.750000	.0043945	.0058594

Caddo County  
 Sec. 10-T9N-R13W  
 Surface to 14,249'  
 Well Name: Wilburn #10-1  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
O FC 227		.0003662			.0003662	
R FC 257		.0002441			.0002441	
R						
I						
		.0006104			.0006104	

Caddo County  
 Sec. 10-T9N-R13W  
 Below 14,249'  
 Well Name: None  
 Unit Acres: 640.00

		-----DICKMAN-----			-----APPLEBY-----		
Lease		Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 227	1.875000	.0023804	.0029297	2.812500	.0035706	.0043945
I	FC 257	1.250000	.0015869	.0019531	1.875000	.0023804	.0029297
		3.125000	.0039673	.0048828	4.687500	.0059509	.0073242

Caddo County  
 Sec. 7-T10N-R12W  
 Surface to 100' below TD of Stevens #7-1 Well  
 Well Name: Stevens #7-1  
 Unit Acres: 631.88

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W MPA 1	.561560	.0007465	.0008887	.842340	.0011198	.0013331
I MPA 2	.228290	.0003035	.0003613	.342435	.0004552	.0005419
	.789850	.0010500	.0012500	1.184775	.0015750	.0018750

Caddo County  
 Sec. 18-T10N-R12W  
 All Depths  
 Well Name: Stevens #18-1  
 Unit Acres: 637.40

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 117	3.658555	.0042798	.0057398	2.362832	.0027427	.0037070
I FC 117	.389414		.0006109	.584121		.0009164
FC 182	1.718750	.0022370	.0026965	2.578125	.0033555	.0040448
FC 182	.156250		.0002451	.234375		.0003677
	5.922969	.0065168	.0092924	5.759453	.0060982	.0090359
O FC 182		.0000817			.0000817	
I						
		.0000817			.0000817	

Caddo County  
 Sec. 29-T10N-R12W  
 Surface to Base of Red Fork - BPO  
 Well Name: Jennings #29-1  
 Unit Acres: 640.00

Exhibit "A"  
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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 4	.009688		.0000151	.014531		.0000227
I FC 5	.117188		.0001831	.175781		.0002747
FC 6	.035156		.0000549	.052734		.0000824
FC 7	.050781		.0000793	.076172		.0001190
FC 8	.029297		.0000458	.043946		.0000687
FC 181	.393750	.0005383	.0006152			
FC 233	.459764	.0005837	.0007184			
-----				-----		
	1.095624	.0011220	.0017119	.363164		.0005674
-----				-----		
O FC 5		.0000440			.0000440	
R FC 6		.0001357			.0002853	
R FC 7		.0000692			.0000692	
I FC 8		.0000372			.0000372	
FC 181		.0000299			.0000299	
-----				-----		
		.0003161			.0004656	

Caddo County  
 Sec. 29-T10N-R12W  
 Surface to Base of Red Fork - APO  
 Well Name: Jennings #29-1  
 Unit Acres: 640.00

Exhibit "A"  
 Page 36 of 116

-----DICKMAN-----				-----APPLEBY-----		
	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 4	.036354	.0000455	.054531	.0000683	.0000852
I	FC 4	.009688	.0000151	.014531		.0000227
	FC 5	.292969	.0003627			.0002747
	FC 5	.117188	.0001831	.175781		.0002747
	FC 6	.269286	.0003019	.052980	.0000594	.0003021
	FC 6	.035156	.0000549	.052734		.0000824
	FC 7	.326579	.0003331	.138916	.0001417	.0004364
	FC 7	.050781	.0000793	.076172		.0001190
	FC 8	.073242	.0000954			.0000687
	FC 8	.029297	.0000458	.043946		.0000687
	FC 181	.297881	.0004073	.095869	.0001311	.0001498
	FC 233	.471318	.0005984	.356025	.0004520	.0005563
		2.009739	.0021443	1.061485	.0008525	.0024406
O	FC 5		.0000483		.0000483	
F	FC 6		.0001549		.0003044	
R	FC 7		.0001157		.0001157	
I	FC 8		.0000362		.0000362	
	FC 181		.0000299		.0000299	
			.0003851		.0005346	

Caddo County  
 Sec. 29-T10N-R12W  
 Below Base of Red Fork  
 Well Name: Ethel #29-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-4	.109062	.0001378	.0001704	.163594	.0002068	.0002556
I	FC-4	.009688		.0000151	.014531		.0000227
	FC-5	.878906	.0011256	.0013733			
	FC-5	.117188		.0001831	.175781		.0002747
	FC-6	.508790	.0006539	.0007950	.458007	.0005886	.0007156
	FC-6	.035156		.0000549	.052734		.0000824
	FC-7	.558594	.0006991	.0008728	.837890	.0010486	.0013092
	FC-7	.050781		.0000793	.076172		.0001190
	FC-8	.219726	.0002957	.0003433			
	FC-8	.029297		.0000458	.043946		.0000687
	FC-181	.157500	.0002153	.0002461	.236250	.0003230	.0003691
	FC-233	.625000	.0007935	.0009766	.937500	.0011902	.0014648
		3.299687	.0039209	.0051558	2.996405	.0033572	.0046819
O	FC-5		.0000407			.0000407	
R	FC-6		.0001297			.0001297	
R	FC-7		.0000793			.0000793	
I	FC-8		.0000305			.0000305	
	FC-181		.0000299			.0000299	
			.0003102			.0003102	

Caddo County  
 Sec. 30-T10N-R12W  
 Surface to Base of Red Fork  
 limited to Keck #30-A1A Wellbore  
 Well Name: Keck #30-A1A  
 Unit Acres: 637.60

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 9	.805547	.0010528	.0012634	.024673	.0000322	.0000387
I	FC 10				.210825	.0002687	.0003307
	FC 11	.805547	.0010265	.0012634	.154953	.0001975	.0002430
	FC 118	3.562500	.0041905	.0055874			
	FC 119	.665400	.0007827	.0010436	1.161450	.0013662	.0018216
	FC 120	.318800	.0003750	.0005000	.096978	.0001141	.0001521
	FC 136A				.683605	.0008712	.0010722
	H&P 1	.004970	.0000068	.0000078	.004688	.0000064	.0000074
		6.162764	.0074344	.0096656	2.337171	.0028563	.0036656
O	FC 9		.0000271			.0000271	
R							
R							
I							
			.0000271			.0000271	

Caddo County  
 Sec. 30-T10N-R12W  
 Surface to Base of Springer  
 limited to Keck #30-2 Wellbore  
 Well Name: Keck #30-2  
 Unit Acres: 637.60

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 9				.207560	.0002713	.0003255
I	FC 10				.052710	.0000672	.0000827
	FC 118	3.562530	.0041906	.0055874			
	FC 119	1.001000	.0011775	.0015699			
	FC 120	.169100	.0001989	.0002652	.494590	.0005818	.0007757
	FC 136A				.288280	.0003674	.0004521
	H&P 2	.108700	.0001385	.0001705	.312900	.0003987	.0004907
	H&P 3	.037750	.0000444	.0000592	.108690	.0001279	.0001705
		4.879080	.0057499	.0076523	1.464730	.0018143	.0022973
O	FC 9		.0000271			.0000271	
R							
R							
I							
			.0000271			.0000271	

Caddo County  
 Sec. 30-T10N-R12W  
 All Depths except Keck #30-2 &  
 Keck #30-A1A Wellbores  
 Well Name: None  
 Unit Acres: 637.60

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 9	.528488	.0006907	.0008289	.301733	.0003944	.0004732
I	FC 10				.210825	.0002687	.0003307
	FC 118	3.562525	.0041905	.0055874			
	FC 119	1.074104	.0012634	.0016846	.827696	.0009736	.0012981
	FC 120	.318800	.0003750	.0005000	.221950	.0002611	.0003481
	FC 136A	.528488	.0006735	.0008289	.624613	.0007959	.0009796
		6.012404	.0071931	.0094297	2.186816	.0026937	.0034298
O	FC 9		.0000271			.0000271	
R							
R							
I							
			.0000271			.0000271	

Caddo County  
 Sec. 31-T10N-R12W  
 Surface to Base of Red Fork  
 limited to A. Barbee #31-1 Wellbore  
 Well Name: A. Barbee #31-1  
 Unit Acres: 637.60

-----DICKMAN-----				-----APPLEBY-----			
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC 12	7.033324	.0090875	.0111006	1.671081	.0013961	.0026374	
I FC 12	.345859		.0005459	.518789		.0008188	
FC 13	.017578	.0000227	.0000277	.026367	.0000341	.0000416	
FC 13	.005859		.0000092	.008789		.0000139	
FC 14	.035156	.0000459	.0000555	.052734	.0000689	.0000832	
FC 14	.011719		.0000185	.017578		.0000277	
FC 15	.385430	.0004920	.0006083	.578145	.0007380	.0009125	
FC 15	.035039		.0000553	.052559		.0000830	
FC 16	.385322	.0005054	.0006081	.577983	.0007581	.0009122	
FC 16	.035029		.0000553	.052544		.0000829	
FC 121	1.757813	.0020428	.0027743				
FC 121	.234375		.0003699	.351563		.0005549	
-----		10.282504	.0121963	.0162287	3.908132	.0029952	.0061681
O FC 12		.0004314			.0004314		
R FC 13		.0000185			.0000185		
R FC 14		.0000433			.0000433		
I FC 15		.0000277			.0000277		
FC 16		.0000955			.0000955		
-----			.0006164		.0006164		

Caddo County  
 Sec. 31-T10N-R12W  
 Surface to Base of Red Fork  
 except A. Barbee #31-1 Wellbore  
 Well Name: None  
 Unit Acres: 637.60

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----			
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC 12	6.637656	.0084336	.0104761	5.571484	.0058549	.0087934	
I FC 12	.691719		.0010917	1.037578		.0016376	
FC 13	.128906	.0001688	.0002035	.193359	.0002532	.0003052	
FC 13	.011719		.0000185	.017578		.0000277	
FC 14	.257813	.0003349	.0004069	.386719	.0005024	.0006104	
FC 14	.023438		.0000370	.035156		.0000555	
FC 15	.768906	.0009815	.0012136	1.153359	.0014722	.0018203	
FC 15	.070156		.0001107	.105234		.0001661	
FC 16	.768906	.0009942	.0012136	1.153359	.0014913	.0018203	
FC 16	.070156		.0001107	.105234		.0001661	
FC 121	3.296078	.0038716	.0052021	.116617	.0000931	.0001841	
FC 121	.463360		.0007313	.695039		.0010970	
-----		13.188813	.0147846	.0208157	10.570719	.0096670	.0166836
O FC 12		.0011005			.0011005		
R FC 13		.0000062			.0000062		
R FC 14		.0000370			.0000370		
I FC 16		.0001107			.0001107		
-----			.0012544		.0012544		

Caddo County  
 Sec. 31-T10N-R12W  
 Below Base of Red Fork  
 Well Name: None  
 Unit Acres: 633.60

-----DICKMAN-----

		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC 12	6.637656	.0084336	.0104761	5.321484	.0055787	.0083988	
I FC 12	.691719		.0010917	1.037578		.0016376	
FC 13	.128906	.0001688	.0002035	.193359	.0002532	.0003052	
FC 13	.011719		.0000185	.017578		.0000277	
FC 14	.257813	.0003349	.0004069	.386719	.0005024	.0006104	
FC 14	.023438		.0000370	.035156		.0000555	
FC 15	.768906	.0009815	.0012136	1.153359	.0014722	.0018203	
FC 15	.070156		.0001107	.105234		.0001661	
FC 216	.768906	.0009942	.0012136	1.153359	.0014913	.0018203	
FC 16	.070156		.0001107	.105234		.0001661	
FC 121	3.296078	.0038716	.0052021	.116617	.0000931	.0001841	
FC 121	.463360		.0007313	.695039		.0010970	
-----		13.188813	.0147846	.0208157	10.320719	.0093908	.0162890

O FC 12		.0011005			.0011005	
R FC 13		.0000062			.0000062	
R FC 14		.0000370			.0000370	
I FC 16		.0001107			.0001107	
-----		.0012544			.0012544	

Caddo County  
 Sec. 32-T10N-R12W  
 All Depths  
 Well Name: Larson #32-1  
               Sanborn #32-1  
               Sanborn #32-2  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 17	.264916	.0002696	.0004139	.028053	.0000492	.0000438
I	FC 17	.023438		.0000366	.035156		.0000549
	FC 18	.097656	.0001259	.0001526	.146485	.0001889	.0002289
	FC 18	.019531		.0000305	.029297		.0000458
	FC 19	.097656	.0001227	.0001526	.146485	.0001841	.0002289
	FC 19	.019531		.0000305	.029297		.0000458
	FC 20	.097656	.0001227	.0001526	.146485	.0001841	.0002289
	FC 20	.019531		.0000305	.029297		.0000458
	FC 21	.097656	.0000907	.0001526	.146485	.0001750	.0002289
	FC 21	.019531		.0000305	.029297		.0000458
	FC 122	2.265625	.0025899	.0035400			
	FC 122	.406250		.0006348	.609375		.0009521
		3.428979	.0033216	.0053578	1.375710	.0007812	.0021495
O	FC 17		.0000504			.0000504	
R	FC 18		.0000140			.0000140	
R	FC 21		.0000420			.0000420	
I							
			.0001063			.0001063	

Caddo County  
 Sec. 33-T10N-R12W  
 Surface to TD of Phillips #33-1 - BPO  
 Well Name: Phillips #33-1  
 Unit Acres: 640.00

Exhibit "A"  
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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 137	.039063		.0000610	.058594		.0000916
I FC 140	.117188		.0001831	.175781		.0002747
	.156250		.0002441	.234375		.0003662
O FC 137		.0000089			.0000089	
R FC 140		.0000268			.0000268	
R FC 253		.0000366			.0000366	
I						
		.0000724			.0000724	

Caddo County  
 Sec. 33-T10N-R12W  
 Surface to TD of Phillips #33-1 - APO  
 Well Name: Phillips #33-1  
 Unit Acres: 640.00

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 137	.058594	.0000719	.0000916	.087890	.0001078	.0001373
I	FC 137	.039063		.0000610	.058594		.0000916
	FC 140	.175781	.0002162	.0002747	.263672	.0003242	.0004120
	FC 140	.117188		.0001831	.175781		.0002747
	FC 253	.312500	.0003723	.0004883	.468750	.0005585	.0007324
		.703125	.0006604	.0010986	1.054687	.0009905	.0016479
O	FC 137		.0000057			.0000057	
R	FC 140		.0000172			.0000172	
R	FC 253		.0000305			.0000305	
I			.0000534			.0000534	

Caddo County  
 Sec. 33-T10N-R12W  
 Below TD of Phillips #33-1  
 Well Name: Young #33-1  
 Unit Acres: 640.00

		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
=====							
W FC 253	.625000	.0007690	.0009766	.937500	.0011536	.0014648	
I OCC 8	.460504	.0005846	.0007195	.690756	.0008769	.0010793	
-----							
	1.085504	.0013537	.0016961	1.628256	.0020305	.0025442	

Caddo County  
 Sec. 2-T10N-R13W  
 All Depths  
 Well Name: King #2-1  
 Unit Acres: 639.32

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 276	1.500000	.0019063	.0023462	2.250000	.0028595	.0035194
I	FC 277	1.500000	.0019063	.0023462	2.250000	.0028595	.0035194
	FC 278	1.500000	.0019063	.0023462	2.250000	.0028595	.0035194
	FC 279	1.500000	.0019063	.0023462	2.250000	.0028595	.0035194
	FC 280	1.500000	.0019063	.0023462	2.250000	.0028595	.0035194
		7.500000	.0095316	.0117312	11.250000	.0142974	.0175968

Caddo County  
 Sec. 9-T10N-R13W  
 Surface to 16,440'  
 Well Name: Williams #9-1  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 146	.171875	.0001994	.0002686	.257813	.0002991	.0004028
I FC 146	.031250		.0000488	.046875		.0000732
FC 147	.171875	.0001994	.0002686	.257813	.0002991	.0004028
FC 147	.031250		.0000488	.046875		.0000732
FC 148	.171875	.0001994	.0002686	.257813	.0002991	.0004028
FC 148	.031250		.0000488	.046875		.0000732
FC 149	.171875	.0001994	.0002686	.257813	.0002991	.0004028
FC 149	.031250		.0000488	.046875		.0000732
FC 150	.171875	.0001994	.0002686	.257813	.0002991	.0004028
FC 150	.031250		.0000488	.046875		.0000732
FC 207	.126953	.0001424	.0001984			
FC 207	.117188		.0001831	.175781		.0002747
FC 208	.673906	.0008016	.0010530	.388789	.0004624	.0006075
FC 208	.416719		.0006511	.625078		.0009767
FC 209	.175781	.0002156	.0002747	.263672	.0003235	.0004120
FC 209	.117188		.0001831	.175781		.0002747
	2.643360	.0021567	.0041303	3.152540	.0022815	.0049258
O FC 146		.0000134			.0000134	
R FC 147		.0000134			.0000134	
R FC 148		.0000134			.0000134	
I FC 149		.0000134			.0000134	
FC 150		.0000134			.0000134	
FC 207		.0000309			.0000748	
FC 208		.0001099			.0001587	
FC 209		.0000309			.0000309	
		.0002388			.0003316	

Caddo County  
 Sec. 9-T10N-R13W  
 Below 16,440'  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 146	.343750	.0004008	.0005371	.515625	.0006012	.0008057
I FC 146	.031250		.0000488	.046875		.0000732
FC 147	.343750	.0004008	.0005371	.515625	.0006012	.0008057
FC 147	.031250		.0000488	.046875		.0000732
FC 148	.343750	.0004008	.0005371	.515625	.0006012	.0008057
FC 148	.031250		.0000488	.046875		.0000732
FC 149	.343750	.0004008	.0005371	.515625	.0006012	.0008057
FC 149	.031250		.0000488	.046875		.0000732
FC 150	.343750	.0004008	.0005371	.515625	.0006012	.0008057
FC 150	.031250		.0000488	.046875		.0000732
FC 207	.351562	.0004347	.0005493	.214844	.0002656	.0003357
FC 207	.117188		.0001831	.175781		.0002747
FC 208	1.250156	.0015553	.0019534	1.375235	.0017109	.0021488
FC 208	.416719		.0006511	.625078		.0009767
FC 209	.351562	.0004388	.0005493	.527344	.0006582	.0008240
FC 209	.117188		.0001831	.175781		.0002747
	4.479375	.0044329	.0069990	5.906563	.0056410	.0092290
C FC 207					.0000684	
R FC 208					.0000488	
E						
I						
					.0001172	

Caddo County  
 Sec. 10-T10N-R13W  
 Surface to TD of Kardokus #10-1  
 Well Name: Kardokus #10-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 26A	.033203	.0000410	.0000519	.049805	.0000461	.0000778
I	FC 27A	.099609	.0001220	.0001556	.149414	.0001830	.0002335
	FC 28A	.066406	.0000813	.0001038	.099609	.0001220	.0001556
	FC 29A	.033203	.0000410	.0000519	.049805	.0000614	.0000778
	FC 31A	.033203	.0000410	.0000519	.049805	.0000461	.0000778
	FC 33A	.312500	.0003809	.0004883	.364583	.0004443	.0005697
	FC 34A	.055449	.0000684	.0000866	.083174	.0001026	.0001300
	FC 35A	.055449	.0000684	.0000866	.083174	.0001026	.0001300
	FC 36A	.041484	.0000508	.0000648	.062227	.0000762	.0000972
	FC 37A	.488063	.0005988	.0007626	.107094	.0001047	.0001673
	FC 38A	.332031	.0003899	.0005188	.185547	.0000333	.0002899
	FC 123A	.375391	.0003696	.0005865	.563086	.0006307	.0008798
	FC 276	1.596711	.0019247	.0024949	2.395066	.0024750	.0037423
	FC 277	.971711	.0011630	.0015183	1.457566	.0015002	.0022774
	FC 278	.971711	.0011629	.0015183	1.457566	.0017444	.0022774
	FC 279	1.254602	.0014904	.0019603	1.881902	.0020081	.0029405
	FC 279	.171055		.0002673	.256582		.0004009
	FC 280	1.596711	.0019247	.0024949	2.395066	.0024902	.0037423
	OCC 9	.442708	.0005620	.0006917	.664063	.0008430	.0010376
		8.931200	.0104808	.0139550	12.355134	.0130140	.0193049

O	FC-25B		.0003076			.0003076	
R	FC-25C		.0003076			.0003076	
R	FC-26A		.0000149			.0000149	
I	FC-27A		.0000089			.0000089	
	FC-28A		.0000060			.0000060	
	FC-29A		.0000149			.0000149	
	FC-31A		.0000149			.0000149	
	FC-33A		.0000337			.0000337	
	FC-34A		.0000249			.0000249	
	FC-35A		.0000249			.0000249	
	FC-36A		.0000037			.0000037	
	FC-37A		.0000815			.0001303	
	FC-38A		.0001304			.0001988	
	FC-276		.0002048			.0002048	
	FC-277		.0002048			.0002048	
	FC-278		.0002048			.0002048	
	FC-279		.0002157			.0002157	
	FC-280		.0002048			.0002048	
			.0020088			.0021260	

Caddo County  
 Sec. 10-T10N-R13W  
 Below TD of Kardokus #10-1  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W I FC 25B	.625000	.0008545	.0009766	.937500	.0012817	.0014648
FC 25C	.625000	.0008545	.0009766	.937500	.0012817	.0014648
FC 26A	.062500	.0000854	.0000977	.093750	.0001404	.0001465
FC 27A	.187500	.0002380	.0002930	.281250	.0003571	.0004395
FC 28A	.125000	.0001587	.0001953	.187500	.0002380	.0002930
FC 29A	.062500	.0000854	.0000977	.093750	.0001282	.0001465
FC 31A	.062500	.0000854	.0000977	.093750	.0001404	.0001465
FC 33A	.625000	.0008545	.0009115	.833333	.0009969	.0013672
FC 34A	.104375	.0001427	.0001631	.156563	.0002141	.0002446
FC 35A	.104375	.0001427	.0001631	.156563	.0002141	.0002446
FC 36A	.078125	.0000992	.0001221	.117188	.0001488	.0001831
FC 37A	1.074000	.0013635	.0016781	1.111000	.0014105	.0017359
FC 38A	.625000	.0008154	.0009766	.625000	.0008936	.0009766
FC 123A	1.225000	.0014355	.0019141	1.837500	.0021533	.0028711
FC 276	2.500000	.0031738	.0039063	3.750000	.0044312	.0058594
FC 277	1.875000	.0024194	.0029297	2.812500	.0034338	.0043945
FC 278	1.875000	.0023804	.0029297	2.812500	.0035706	.0043945
FC 279	2.157891	.0027362	.0033717	3.236836	.0039334	.0050576
FC 279	.342109		.0008553	.513164		.0004811
FC 280	2.500000	.0032031	.0039063	3.750000	.0044873	.0058594
	16.835876	.0211285	.0265617	24.337147	.0294549	.0377712
O R R I FC 25B		.0002148			.0002148	
FC 25C		.0002148			.0002148	
FC 26A		.0000061			.0000061	
FC 29A		.0000061			.0000061	
FC 31A		.0000061			.0000061	
FC 33A		.0000041			.0000041	
FC 34A		.0000102			.0000102	
FC 35A		.0000102			.0000102	
FC 37A		.0000309			.0000798	
FC 38A		.0000610			.0001294	
FC 277		.0000317			.0000317	
FC 278		.0000317			.0000317	
FC 279		.0000109			.0000109	
		.0006388			.0007560	

Caddo County  
 Sec. 11-T10N-R13W  
 Surface to Base of Red Fork  
 except Lasley #11-2 Wellbore  
 Well Name: Lasley #11-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-36A	.003229	.0000041	.0000050	.009687	.0000123	.0000151
I	FC-36A	.079740	.0001012	.0001246	.119610	.0001518	.0001869
	FC-37A	.048828	.0000620	.0000763	.146484	.0001860	.0002289
	FC-37A	.805664	.0010228	.0012589	1.208496	.0015342	.0018883
	FC-38A	.043932	.0000601	.0000686	.131797	.0001802	.0002059
	FC-38A	.139154	.0001903	.0002174	.208730	.0002854	.0003261
	FC-200	.209375	.0002658	.0003271	.314063	.0003987	.0004907
	FC-204	.595875	.0007565	.0009311	.893813	.0011347	.0013966
	FC-256	.299828	.0003806	.0004685	.449742	.0005710	.0007027
	FC-276	.360865	.0004581	.0005639	1.082594	.0013744	.0016916
	FC-276	1.480432	.0018795	.0023132	2.220648	.0028192	.0034698
	FC-277	.128162	.0001627	.0002003	.384487	.0004881	.0006008
	FC-277	1.114028	.0014143	.0017407	1.671041	.0021214	.0026110
	FC-277	.298107		.0004658	.447161		.0006987
	FC-278	.227531	.0002889	.0003555	.682594	.0008666	.0010666
	FC-278	1.113766	.0013749	.0017403	1.670648	.0020623	.0026104
	FC-279	.360865	.0004581	.0005639	1.082594	.0013744	.0016916
	FC-279	1.480432	.0018795	.0023132	2.220648	.0028192	.0034698
	FC-280	.227531	.0002889	.0003555	.682594	.0008666	.0010666
	FC-280	1.613766	.0020487	.0025215	2.420648	.0030731	.0037823
		10.631110	.0130969	.0166111	18.048080	.0223196	.0282001

O	FC-36A		.0000039			.0000036	
R	FC-37A		.0000383			.0000336	
R	FC-38A		.0001790			.0001704	
I	FC-200		.0000521			.0000521	
	FC-204		.0000305			.0000305	
	FC-256		.0000130			.0000130	
	FC-276		.0000579			.0000227	
	FC-277		.0000838			.0000713	
	FC-278		.0000768			.0000546	
	FC-279		.0000579			.0000227	
	FC-280		.0000514			.0000292	
			.0006446			.0005036	

Caddo County  
 Sec. 11-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Lasley #11-2 Wellbore  
 Well Name: Lasley #11-2  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
C	FC 36A		.0000037			.0000037	
H	FC 37A		.0000360			.0000360	
H	FC 38A		.0001883			.0001883	
I	FC 200-1		.0000114			.0000114	
	FC 204		.0000305			.0000305	
	FC 256		.0000130			.0000130	
	FC 277		.0000373			.0000373	
	FC 278		.0000254			.0000254	
			.0003456				.0003456

Caddo County  
 Sec. 11-T10N-R13W  
 Base of Red Fork to Base of Springer - BPO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 36A	.003229	.0000041	.0000050	.009687	.0000123	.0000151
I	FC 36A	.079740	.0001012	.0001246	.119610	.0001518	.0001869
	FC 37A	.048828	.0000620	.0000763	.146484	.0001860	.0002289
	FC 37A	.805664	.0010228	.0012589	1.208496	.0015342	.0018883
	FC 38A	.043932	.0000601	.0000686	.131797	.0001802	.0002059
	FC 38A	.139154	.0001903	.0002174	.208730	.0002854	.0003261
	FC 200	1.009375	.0012814	.0015771	1.514063	.0019221	.0023657
	FC 204	.595875	.0007565	.0009311	.893813	.0011347	.0013966
	FC 256	.299828	.0003806	.0004685	.449742	.0005710	.0007027
	FC 276	.360865	.0004581	.0005639	1.082594	.0013744	.0016916
	FC 276	1.639135	.0020809	.0025611	2.458703	.0031214	.0038417
	FC 277	.128162	.0001627	.0002003	.384487	.0004881	.0006008
	FC 277	1.272731	.0016158	.0019886	1.909096	.0024237	.0029830
	FC 277	.298107		.0004658	.447161		.0006987
	FC 278	.227531	.0002889	.0003555	.682594	.0008666	.0010666
	FC 278	1.272469	.0015764	.0019882	1.908703	.0023646	.0029823
	FC 279	.360865	.0004581	.0005639	1.082594	.0013744	.0016916
	FC 279	1.639135	.0020809	.0025611	2.458703	.0031214	.0038417
	FC 280	.227531	.0002889	.0003555	.682594	.0008666	.0010666
	FC 280	1.772469	.0022502	.0027695	2.658703	.0033753	.0041542
		12.224626	.0151199	.0191010	20.438354	.0253541	.0319349

O	FC 36A		.0000039			.0000036	
R	FC 37A		.0000383			.0000336	
R	FC 38A		.0001790			.0001704	
I	FC 200		.0000114			.0000114	
	FC 204		.0000305			.0000305	
	FC 256		.0000130			.0000130	
	FC 277		.0000435			.0000310	
	FC 278		.0000365			.0000143	
			.0003562			.0003078	

Caddo County  
 Sec. 11-T10N-R13W  
 Base of Red Fork to Base of Springer - APO  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 36A	.003229	.0000041	.0000050	.009687	.0000123	.0000151
I FC 36A	.079740	.0001012	.0001246	.119610	.0001518	.0001869
FC 37A	.048828	.0000620	.0000763	.146484	.0001860	.0002289
FC 37A	.805664	.0010228	.0012589	1.208496	.0015342	.0018883
FC 38A	.043932	.0000601	.0000686	.131797	.0001802	.0002059
FC 38A	.139154	.0001903	.0002174	.208730	.0002854	.0003261
FC 200	.209375	.0002658	.0003271	.314063	.0003987	.0004907
FC 204	.595875	.0007565	.0009311	.893813	.0011347	.0013966
FC 256	.299828	.0003806	.0004685	.449742	.0005710	.0007027
FC 276	.360865	.0004581	.0005639	1.082594	.0013744	.0016916
FC 276	1.639135	.0020809	.0025611	2.458703	.0031214	.0038417
FC 277	.128162	.0001627	.0002003	.384487	.0004881	.0006008
FC 277	1.272731	.0016158	.0019886	1.909096	.0024237	.0029830
FC 277	.298107		.0004658	.447161		.0006987
FC 278	.227531	.0002889	.0003555	.682594	.0008666	.0010666
FC 278	1.272469	.0015764	.0019887	1.908703	.0023646	.0029823
FC 279	.360865	.0004581	.0005639	1.082594	.0013744	.0016916
FC 279	1.639135	.0020809	.0025611	2.458703	.0031214	.0038417
FC 280	.227531	.0002889	.0003555	.682594	.0008666	.0010666
FC 280	1.772469	.0022502	.0027695	2.658703	.0033753	.0041542
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	11.424626	.0141043	.0178510	19.238354	.0238307	.0300599
O FC 36A		.0000039			.0000036	
R FC 37A		.0000383			.0000336	
R FC 38A		.0001790			.0001704	
I FC 200		.0000521			.0000521	
FC 204		.0000305			.0000305	
FC 256		.0000130			.0000130	
FC 277		.0000435			.0000310	
FC 278		.0000365			.0000143	
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		.0003968			.0003484	

Caddo County  
 Sec. 11-T10N-R13W  
 Felow Base of Springer - BPO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 57 of 116

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 36A	.082969	.0001053	.0001296	.124453	.0001580	.0001945
I FC 37A	.854492	.0010848	.0013351	1.281738	.0016272	.0020027
FC 38A	.183086	.0002503	.0002861	.274629	.0003755	.0004291
FC 200-1	1.009375	.0012814	.0015771	1.514063	.0019221	.0023657
FC 204	.595875	.0007565	.0009311	.893813	.0011347	.0013966
FC 256	.299828	.0003806	.0004685	.449742	.0005710	.0007027
FC 276	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
FC 277	1.400893	.0017785	.0021889	2.101340	.0026677	.0032833
FC 277	.298107		.0004658	.447161		.0006987
FC 278	1.500000	.0018652	.0023438	2.250000	.0027979	.0035156
FC 279	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
FC 280	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
	12.224625	.0151199	.0191010	18.336938	.0226799	.0286515
O FC 36A		.0000037			.0000037	
R FC 37A		.0000360			.0000360	
R FC 38A		.0001747			.0001747	
I FC 200-1		.0000114			.0000114	
FC 204		.0000305			.0000305	
FC 256		.0000130			.0000130	
FC 277		.0000373			.0000373	
FC 278		.0000254			.0000254	
		.0003320			.0003320	

Caddo County  
 Sec. 11-T10N-R13W  
 Below Base of Springer - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 58 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 36A	.082969	.0001053	.0001296	.124453	.0001580	.0001945
I	FC 37A	.854492	.0010848	.0013351	1.281738	.0016272	.0020027
	FC 38A	.183086	.0002503	.0002861	.274629	.0003755	.0004291
	FC 200-1	.209375	.0002658	.0003271	.314063	.0003987	.0004907
	FC 204	.595875	.0007565	.0009311	.893813	.0011347	.0013966
	FC 256	.299828	.0003806	.0004685	.449742	.0005710	.0007027
	FC 276	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
	FC 277	1.400893	.0017785	.0021889	2.101340	.0026677	.0032833
	FC 277	.298107		.0004658	.447161		.0006987
	FC 278	1.500000	.0018652	.0023438	2.250000	.0027979	.0035156
	FC 279	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
	FC 280	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
		11.424625	.0141043	.0178510	17.136938	.0211564	.0267765

O	FC 36A		.0000037			.0000037	
R	FC 37A		.0000360			.0000360	
E	FC 38A		.0001747			.0001747	
I	FC 200-1		.0000521			.0000521	
	FC 204		.0000305			.0000305	
	FC 256		.0000130			.0000130	
	FC 277		.0000373			.0000373	
	FC 278		.0000254			.0000254	
			.0003726			.0003726	

Caddo County  
 Sec. 12-T10N-R13W  
 Surface to 100' below Base of Atoka  
 Well Name: Flansburg #12-1  
 Unit Acres: 640.00

Exhibit "A"

Page 59 of 116

-----DICKMAN-----

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 276	.500000	.0006348	.0007813	.250000	.0003174	.0003906
I FC 277	.500000	.0006348	.0007813	.437500	.0005554	.0006836
FC 278	.500000	.0006348	.0007813	.750000	.0009521	.0011719
FC 279	.500000	.0006348	.0007813	.750000	.0009521	.0011719
FC 280	.500000	.0006348	.0007813	.750000	.0009521	.0011719
	2.500000	.0031738	.0039063	2.937500	.0037292	.0045898

O FC 276	.0000254				.0000742	
R FC 277	.0000254				.0000693	
R FC 278	.0000254				.0000254	
I FC 279	.0000254				.0000254	
FC 280	.0000254				.0000254	
	.0001270				.0002197	



Caddo County  
 Sec. 12-T10N-R13W  
 Below TD of R. Kardokus #12-1  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 276	1.000000	.0012695	.0015625	1.000000	.0012695	.0015625
I	FC 277	1.000000	.0012695	.0015625	1.187500	.0015076	.0018555
	FC 278	1.000000	.0012695	.0015625	1.500000	.0019043	.0023438
	FC 279	1.000000	.0012695	.0015625	1.500000	.0019043	.0023438
	FC 280	1.000000	.0012695	.0015625	1.500000	.0019043	.0023438
		5.000000	.0063477	.0078125	6.687500	.0084900	.0104492

O FC 276 .0000488  
 R FC 277 .0000440  
 R  
 I

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 .0000928

Current acres:	11.687500
Corbyn acres (FC 277):	.500000
Trust acres (FC 276):	1.000000
Empire acres:	6.812500
-----	
Total acres:	20.000000
Dickman's 25%:	5.000000

Caddo County  
 Sec. 13-T10N-R13W  
 Surface to base of Red Fork  
 Well Name: Oklahoma State #13-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 43A	.146484	.0001860	.0002289	.219727	.0002790	.0003433
I	FC 43A	.019531		.0000305	.029297		.0000458
	FC 46A	.195410	.0002481	.0003053	.293115	.0003721	.0004580
	FC 46A	.026055		.0000407	.039082		.0000611
	FC 47A	.273438	.0003471	.0004272	.410156	.0005207	.0006409
	FC 47A	.039063		.0000610	.058594		.0000916
	FC 48A	2.076798	.0025960	.0032450	.496054	.0006201	.0007751
	FC 48A	.312422		.0004882	.468633		.0007322
	FC 50A	.136719	.0001736	.0002136	.205078	.0002604	.0003204
	FC 50A	.019531		.0000305	.029297		.0000458
	FC 124	.878906	.0009512	.0013733			
	FC 124	.234375		.0003662	.351563		.0005493
	FC 213	.048779	.0000619	.0000762	.073169	.0000929	.0001143
	FC 213	.006504		.0000102	.009756		.0000152
	FC 214	.048779	.0000619	.0000762	.073169	.0000929	.0001143
	FC 214	.006504		.0000102	.009756		.0000152
		4.469297	.0046258	.0069833	2.766445	.0022380	.0043226
O	FC 43A		.0000074			.0000074	
R	FC 46A		.0000099			.0000099	
R	FC 47A		.0000521			.0000159	
I	FC 48A		.0000717			.0001106	
	FC 50A		.0000079			.0000079	
	FC 213		.0000025			.0000025	
	FC 214		.0000025			.0000025	
			.0001540			.0001567	

Caddo County  
 Sec. 13-T10N-R13W  
 Below base of Red Fork  
 Well Name: Gill #13-1  
 Unit Acres: 640.00

Exhibit "A"

Page 63 of 116

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 43A	.292969	.0003719	.0004578	.439453	.0005579	.0006866
I FC 43A	.019531		.0000305	.029297		.0000458
FC 46A	.390820	.0004962	.0006107	.586231	.0007442	.0009160
FC 46A	.026055		.0000407	.039082		.0000611
FC 47A	.585938	.0007439	.0009155	.878906	.0011158	.0013733
FC 47A	.039063		.0000610	.058594		.0000916
FC 48A	3.216015	.0040200	.0050250	3.523242	.0044041	.0055051
FC 48A	.312422		.0004882	.468633		.0007322
FC 50A	.292969	.0003323	.0004578	.439453	.0004984	.0006866
FC 50A	.019531		.0000305	.029297		.0000458
FC 124	1.757813	.0020224	.0027466			.0005493
FC 124	.234375		.0003662	.351563		.0002287
FC 213	.097559	.0001238	.0001524	.146338	.0001858	.0000152
FC 213	.006504		.0000102	.009756		.0000152
FC 214	.097559	.0001238	.0001524	.146338	.0001858	.0002287
FC 214	.006504		.0000102	.009756		.0000152
	7.395626	.0082343	.0115557	7.155938	.0076919	.0111812

O  
 R  
 R  
 I

.0000134

Caddo County  
 Sec. 14-T10N-R13W  
 Surface to base of Atoka - BPO  
 Well Name: Tomcat #14-1  
 Unit Acres: 640.00

Exhibit "A"

Page 64 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-51A	.355089	.0004508	.0005548	.532634	.0004674	.0008322
I	FC-51A	.005625		.0000088	.008438		.0000132
	FC-52A1	.019791	.0000251	.0000309	.029687	.0000338	.0000464
	FC-52A1	.001250		.0000020	.001875		.0000029
	FC-52A2	.019479	.0000243	.0000304	.028781	.0000328	.0000450
	FC-52A2	.001250		.0000020	.001875		.0000029
	FC-52A3	.019791	.0000251	.0000309	.029687	.0000338	.0000464
	FC-52A3	.001250		.0000020	.001875		.0000029
	FC-53A	.097761	.0001139	.0001528	.146641	.0001709	.0002291
	FC-53A	.006406		.0000100	.009609		.0000150
	FC-55A	.004326		.0000068	.006490		.0000101
	FC-55A	.006406		.0000100	.009609		.0000150
	FC-56A	.009688		.0000151	.014531		.0000227
	FC-57A	.073281	.0000930	.0001145	.109922	.0001252	.0001718
	FC-57A	.004844		.0000076	.007266		.0000114
	FC-63A	.500738	.0006357	.0007824	.751106	.0008861	.0011736
	FC-63A	.039063		.0000610	.058594		.0000916
	FC-64A	.017210	.0000218	.0000269	.025816	.0000294	.0000403
	FC-64A	.001172		.0000018	.001758		.0000027
	FC-65A	.034467	.0000471	.0000539	.051700	.0000500	.0000808
	FC-65A	.002298		.0000036	.003447		.0000054
	FC-66A	.072351	.0000875	.0001130	.108527	.0001178	.0001696
	FC-66A	.001172		.0000018	.001758		.0000027
	FC-67B	.390729	.0005342	.0006105	.586094	.0006852	.0009158
	FC-67B	.025938		.0000405	.038906		.0000608
	FC-69A	.031250		.0000488	.046897		.0000733
	FC-69A	.106250		.0001660	.159375		.0002490
	FC-71B	.324667	.0003626	.0005073	.174500	.0001166	.0002727
	FC-72A1	.291250		.0004551	.436875		.0006826
	FC-72A2	.291250		.0004551	.436875		.0006826
	FC-73A	.712500	.0008638	.0011133	.568768	.0006035	.0008887
	FC-162A	.054602	.0000693	.0000853	.081922		.0001280
	FC-162A	.036692		.0000573	.055038		.0000860
	FC-163A	1.141779	.0014495	.0017840	1.712668	.0018375	.0026760
	FC-163A	.036692		.0000573	.055038		.0000860
	FC-183	.026855	.0000348	.0000420	.040283	.0000278	.0000629
	FC-183	.002442		.0000038	.003662		.0000057
	FC-184	.053929	.0000737	.0000843	.080893	.0001106	.0001264
	FC-185	.014762	.0000202	.0000231	.022143	.0000216	.0000346
	FC-186	.014762	.0000202	.0000231	.022143	.0000216	.0000346
	FC-187	.022143	.0000303	.0000346	.033214	.0000322	.0000519
	FC-188	.004478	.0000061	.0000070	.006716	.0000066	.0000105
	FC-189	.009108	.0000125	.0000142	.013661	.0000134	.0000213
	FC-190	.036765	.0000431	.0000574	.055148	.0000646	.0000862

Caddo County  
 Sec. 14-T10N-R13W  
 Surface to base of Atoka - BPO  
 Well Name: Tomcat #14-2A  
 Unit Acres: 640.00

Exhibit "A"

Page 65 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-191	.014762	.0000202	.0000231	.022143	.0000216	.0000346
I	FC-192	.018382	.0000215	.0000287	.027574	.0000323	.0000431
	FC-193	.009108	.0000125	.0000142	.013661	.0000134	.0000213
	FC-194	.036765	.0000431	.0000574	.055148	.0000646	.0000862
	FC-195	.009108	.0000125	.0000142	.013661	.0000134	.0000213
	FC-197	.357054	.0003923	.0005579	.267589		.0004181
	FC-206	.044643	.0000558	.0000698	.066964	.0000837	.0001046
	FC-210	.008929	.0000122	.0000140	.013394	.0000131	.0000209
	FC-211	.008929	.0000122	.0000140	.013394	.0000131	.0000209
	FC-212	.008929	.0000122	.0000140	.013394	.0000131	.0000209
		5.440158	.0056392	.0085002	7.079368	.0057568	.0110615

O	FC-53A		.0000102			.0000102	
R	FC-55A		.0000279			.0000276	
R	FC-63A		.0000083			.0000083	
I	FC-65A		.0000036			.0000036	
	FC-67B		.0000407			.0000407	
	FC-69A		.0000214				
	FC-71B		.0000658			.0001342	
	FC-73A		.0000349			.0000837	
	FC-162A		.0000898			.0000412	
	FC-163A		.0000114			.0000114	
	FC-183		.0000013			.0000013	
	FC-184		.0000287			.0000287	
	FC-185		.0000015			.0000015	
	FC-186		.0000015			.0000015	
	FC-187		.0000022			.0000022	
	FC-188		.0000004			.0000004	
	FC-189		.0000009			.0000009	
	FC-191		.0000015			.0000015	
	FC-193		.0000009			.0000009	
	FC-195		.0000009			.0000009	
	FC-197		.0000872			.0000872	
	FC-210		.0000009			.0000009	
	FC-211		.0000009			.0000009	
	FC-212		.0000009			.0000009	
	FC-255		.0000305				

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 .0004739

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 .0004903

Caddo County  
 Sec. 14-T10N-R13W  
 Surface to base of Atoka - APO  
 Well Name: Tomcat #14-1  
 Unit Acres: 640.00

Exhibit "A"

Page 66 of 116

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC-51A	.564152	.0007722	.0008815	.846228	.0010937	.0013222
I FC-51A	.005625		.0000088	.008438		.0000132
FC-52A1	.019791	.0000251	.0000309	.029687	.0000338	.0000464
FC-52A1	.001250		.0000020	.001875		.0000029
FC-52A2	.019479	.0000243	.0000304	.028781	.0000328	.0000450
FC-52A2	.001250		.0000020	.001875		.0000029
FC-52A3	.019791	.0000251	.0000309	.029687	.0000338	.0000464
FC-52A3	.001250		.0000020	.001875		.0000029
FC-53A	.097761	.0001139	.0001528	.146641	.0001709	.0002291
FC-53A	.006406		.0000100	.009609		.0000150
FC-55A	.051042	.0000633	.0000798	.076563	.0000950	.0001196
FC-55A	.006406		.0000100	.009609		.0000150
FC-56A	.043969	.0000444	.0000687	.065953	.0000666	.0001031
FC-56A	.009688		.0000151	.014531		.0000227
FC-57A	.073281	.0000930	.0001145	.109922	.0001252	.0001718
FC-57A	.004844		.0000076	.007266		.0000114
FC-63A	.039063		.0000610	.058594		.0000916
FC-64A	.017210	.0000218	.0000269	.025816	.0000294	.0000403
FC-64A	.001172		.0000018	.001758		.0000027
FC-65A	.034467	.0000471	.0000539	.051700	.0000500	.0000808
FC-65A	.002298		.0000036	.003447		.0000054
FC-66A	.072351	.0000875	.0001130	.108527	.0001178	.0001696
FC-66A	.001172		.0000018	.001758		.0000027
FC-67B	.025167		.0000393	.037751		.0000590
FC-67B	.025938		.0000405	.038906		.0000608
FC-69A	.031250		.0000488	.046897		.0000733
FC-69A	.106250		.0001660	.159375		.0002490
FC-71B	.324667	.0003626	.0005073	.174500	.0001166	.0002727
FC-72A1	.291250		.0004551	.436875		.0006826
FC-72A2	.291250		.0004551	.436875		.0006826
FC-73A	.712500	.0008638	.0011133	.568768	.0006035	.0008887
FC-162A	.054602	.0000693	.0000853	.081922		.0001280
FC-162A	.036692		.0000573	.055038		.0000860
FC-163A	1.141779	.0014495	.0017840	1.712668	.0018375	.0026760
FC-163A	.036692		.0000573	.055038		.0000860
FC-183	.026855	.0000348	.0000420	.040283	.0000278	.0000629
FC-183	.002442		.0000038	.003662		.0000057
FC-184	.093929	.0001284	.0001468	.140893	.0001926	.0002201
FC-185	.014762	.0000202	.0000231	.022143	.0000216	.0000346
FC-186	.014762	.0000202	.0000231	.022143	.0000216	.0000346
FC-187	.022143	.0000303	.0000346	.033214	.0000322	.0000519
FC-188	.004478	.0000061	.0000070	.006716	.0000066	.0000105
FC-189	.009108	.0000125	.0000142	.013661	.0000134	.0000213
FC-190	.036765	.0000431	.0000574	.055148	.0000646	.0000862

Caddo County  
 Sec. 14-T10N-R13W  
 Surface to base of Atoka - APO  
 Well Name: Tomcat #14-1  
 Unit Acres: 640.00

Exhibit "A"

Page 67 of 116

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC-191	.014762	.0000202	.0000231	.022143	.0000216	.0000346
I FC-192	.018382	.0000215	.0000287	.027574	.0000323	.0000431
FC-193	.009108	.0000125	.0000142	.013661	.0000134	.0000213
FC-194	.036765	.0000431	.0000574	.055148	.0000646	.0000862
FC-195	.009108	.0000125	.0000142	.013661	.0000134	.0000213
FC-197	.357054	.0003923	.0005579	.267589		.0004181
FC-206	.044643	.0000558	.0000698	.066964	.0000837	.0001046
FC-210	.008929	.0000122	.0000140	.013394	.0000131	.0000209
FC-211	.008929	.0000122	.0000140	.013394	.0000131	.0000209
FC-212	.008929	.0000122	.0000140	.013394	.0000131	.0000209
FC 255	.053333	.0000560	.0000833	.080000	.0000840	.0001250
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	4.966939	.0050091	.0077608	6.369539	.0051393	.0099524
-----				-----		
O FC 51A		.0000097			.0000097	
R FC-53A		.0000102			.0000102	
R FC-55A		.0000193			.0000193	
I FC 56A		.0000072			.0000072	
FC-65A		.0000036			.0000036	
FC-67B		.0000652			.0000652	
FC-69A		.0000214				
FC-71B		.0000658			.0001342	
FC-73A		.0000349			.0000837	
FC-162A		.0000898			.0000412	
FC-163A		.0000114			.0000114	
FC-183		.0000013			.0000013	
FC-184		.0000209			.0000209	
FC-185		.0000015			.0000015	
FC-186		.0000015			.0000015	
FC-187		.0000022			.0000022	
FC-188		.0000004			.0000004	
FC-189		.0000009			.0000009	
FC-191		.0000015			.0000015	
FC-193		.0000009			.0000009	
FC-195		.0000009			.0000009	
FC-197		.0000872			.0000872	
FC-210		.0000009			.0000009	
FC-211		.0000009			.0000009	
FC-212		.0000009			.0000009	
FC-255		.0000253			.0000253	
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		.0004853			.0005325	

Caddo County  
 Sec. 14-T10N-R13W  
 Below base of Atoka - BPO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC-51A	.355089	.0004508	.0005548	.532634	.0004674	.0008322
I FC-51A	.005625		.0000088	.008438		.0000132
FC-52A1	.019791	.0000251	.0000309	.029687	.0000338	.0000464
FC-52A1	.001250		.0000020	.001875		.0000029
FC-52A2	.019479	.0000243	.0000304	.028781	.0000328	.0000450
FC-52A2	.001250		.0000020	.001875		.0000029
FC-52A3	.019791	.0000251	.0000309	.029687	.0000338	.0000464
FC-52A3	.001250		.0000020	.001875		.0000029
FC-53A	.097761	.0001139	.0001528	.146641	.0001709	.0002291
FC-53A	.006406		.0000100	.009609		.0000150
FC-55A	.004326		.0000068	.006490		.0000101
FC-55A	.006406		.0000100	.009609		.0000150
FC-56A	.009688		.0000151	.014531		.0000227
FC-57A	.073281	.0000930	.0001145	.109922	.0001252	.0001718
FC-57A	.004844		.0000076	.007266		.0000114
FC-63A	.500738	.0006357	.0007824	.751106	.0008861	.0011736
FC-63A	.039063		.0000610	.058594		.0000916
FC-64A	.017210	.0000218	.0000269	.025816	.0000294	.0000403
FC-64A	.001172		.0000018	.001758		.0000027
FC-65A	.034467	.0000471	.0000539	.051700	.0000500	.0000808
FC-65A	.002298		.0000036	.003447		.0000054
FC-66A	.072351	.0000875	.0001130	.108527	.0001178	.0001696
FC-66A	.001172		.0000018	.001758		.0000027
FC-67B	.390729	.0005342	.0006105	.586094	.0006852	.0009158
FC-67B	.025938		.0000405	.038906		.0000608
FC-69A	.031250		.0000488	.046897		.0000733
FC-69A	.106250		.0001660	.159375		.0002490
FC-71B	.324667	.0003626	.0005073	.174500	.0001166	.0002727
FC-72A1	3.065000	.0039007	.0047891	4.597500	.0057314	.0071836
FC-72A1	.291250		.0004551	.436875		.0006826
FC-72A2	3.065000	.0038911	.0047891	4.597500	.0057170	.0071836
FC-72A2	.291250		.0004551	.436875		.0006826
FC-73A	2.468750	.0030459	.0038574	3.156250	.0038942	.0049316
FC-162A	.054602	.0000693	.0000853	.081922		.0001280
FC-162A	.036692		.0000573	.055038		.0000860
FC-163A	1.797942	.0022825	.0028093	2.696913	.0030870	.0042139
FC-163A	.036692		.0000573	.055038		.0000860
FC-183	.026855	.0000348	.0000420	.040283	.0000278	.0000629
FC-183	.002442		.0000038	.003662		.0000057
FC-184	.053929	.0000737	.0000843	.080893	.0001106	.0001264
FC-185	.014762	.0000202	.0000231	.022143	.0000216	.0000346
FC-186	.014762	.0000202	.0000231	.022143	.0000216	.0000346
FC-187	.022143	.0000303	.0000346	.033214	.0000322	.0000519
FC-188	.004478	.0000061	.0000070	.006716	.0000066	.0000105

Caddo County  
 Sec. 14-T10N-R13W  
 Below base of Atoka - BPO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 69 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-189	.009108	.0000125	.0000142	.013661	.0000134	.0000213
I	FC-190	.036765	.0000431	.0000574	.055148	.0000646	.0000862
	FC-191	.014762	.0000202	.0000231	.022143	.0000216	.0000346
	FC-192	.018382	.0000215	.0000287	.027574	.0000323	.0000431
	FC-193	.009108	.0000125	.0000142	.013661	.0000134	.0000213
	FC-194	.036765	.0000431	.0000574	.055148	.0000646	.0000862
	FC-195	.009108	.0000125	.0000142	.013661	.0000134	.0000213
	FC-197	.357054	.0003923	.0005579	.267589		.0004181
	FC-206	.044643	.0000558	.0000698	.066964	.0000837	.0001046
	FC-210	.008929	.0000122	.0000140	.013394	.0000131	.0000209
	FC-211	.008929	.0000122	.0000140	.013394	.0000131	.0000209
	FC-212	.008929	.0000122	.0000140	.013394	.0000131	.0000209
		13.982572	.0164462	.0218478	19.846095	.0217453	.0310095

O	FC-53A		.0000102			.0000102	
R	FC-55A		.0000279			.0000276	
R	FC-63A		.0000083			.0000083	
I	FC-65A		.0000036			.0000036	
	FC-67B		.0000407			.0000407	
	FC-69A		.0000214				
	FC-71B		.0000658			.0001342	
	FC-73A					.0000488	
	FC-162A		.0000898			.0000412	
	FC-183		.0000013			.0000013	
	FC-184		.0000287			.0000287	
	FC-185		.0000015			.0000015	
	FC-186		.0000015			.0000015	
	FC-187		.0000022			.0000022	
	FC-188		.0000004			.0000004	
	FC-189		.0000009			.0000009	
	FC-191		.0000015			.0000015	
	FC-193		.0000009			.0000009	
	FC-195		.0000009			.0000009	
	FC-197		.0000872			.0000872	
	FC-210		.0000009			.0000009	
	FC-211		.0000009			.0000009	
	FC-212		.0000009			.0000009	
	FC-255		.0000305				
			.0004276			.0004440	

Caddo County  
 Sec. 14-T10N-R13W  
 Below base of Atoka - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"  
 Page 70 of 116

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-51A	.564152	.0007722	.0008815	.846228	.0010937	.0013222
I	FC-51A	.005625		.0000088	.008438		.0000132
	FC-52A1	.019791	.0000251	.0000309	.029687	.0000338	.0000464
	FC-52A1	.001250		.0000020	.001875		.0000029
	FC-52A2	.019479	.0000243	.0000304	.028781	.0000328	.0000450
	FC-52A2	.001250		.0000020	.001875		.0000029
	FC-52A3	.019791	.0000251	.0000309	.029687	.0000338	.0000464
	FC-52A3	.001250		.0000020	.001875		.0000029
	FC-53A	.097761	.0001139	.0001528	.146641	.0001709	.0002291
	FC-53A	.006406		.0000100	.009609		.0000150
	FC-55A	.051042	.0000633	.0000798	.076563	.0000950	.0001196
	FC-55A	.006406		.0000100	.009609		.0000150
	FC-56A	.043969	.0000444	.0000687	.065953	.0000666	.0001031
	FC-56A	.009688		.0000151	.014531		.0000227
	FC-57A	.073281	.0000930	.0001145	.109922	.0001252	.0001718
	FC-57A	.004844		.0000076	.007266		.0000114
	FC-63A	.039063		.0000610	.058594		.0000916
	FC-64A	.017210	.0000218	.0000269	.025816	.0000294	.0000403
	FC-64A	.001172		.0000018	.001758		.0000027
	FC-65A	.034467	.0000471	.0000539	.051700	.0000500	.0000808
	FC-65A	.002298		.0000036	.003447		.0000054
	FC-66A	.072351	.0000875	.0001130	.108527	.0001178	.0001696
	FC-66A	.001172		.0000018	.001758		.0000027
	FC-67B	.025167		.0000393	.037751		.0000590
	FC-67B	.025938		.0000405	.038906		.0000608
	FC-69A	.031250		.0000488	.046897		.0000733
	FC-69A	.106250		.0001660	.159375		.0002490
	FC-71B	.324667	.0003626	.0005073	.174500	.0001166	.0002727
	FC-72A1	3.065000	.0039007	.0047891	4.597500	.0057314	.0071836
	FC-72A1	.291250		.0004551	.436875		.0006826
	FC-72A2	3.065000	.0038911	.0047891	4.597500	.0057170	.0071836
	FC-72A2	.291250		.0004551	.436875		.0006826
	FC-73A	2.468750	.0030459	.0038574	3.156250	.0038942	.0049316
	FC-162A	.054602	.0000693	.0000853	.081922		.0001280
	FC-162A	.036692		.0000573	.055038		.0000860
	FC-163A	1.797942	.0022825	.0028093	2.696913	.0030870	.0042139
	FC-163A	.036692		.0000573	.055038		.0000860
	FC-183	.026855	.0000348	.0000420	.040283	.0000278	.0000629
	FC-183	.002442		.0000038	.003662		.0000057
	FC-184	.093929	.0001284	.0001468	.140893	.0001926	.0002201
	FC-185	.014762	.0000202	.0000231	.022143	.0000216	.0000346
	FC-186	.014762	.0000202	.0000231	.022143	.0000216	.0000346
	FC-187	.022143	.0000303	.0000346	.033214	.0000322	.0000519
	FC-188	.004478	.0000061	.0000070	.006716	.0000066	.0000105

Caddo County  
 Sec. 14-T10N-R13W  
 Below base of Atoka - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-189	.009108	.0000125	.0000142	.013661	.0000134	.0000213
I	FC-190	.036765	.0000431	.0000574	.055148	.0000646	.0000862
	FC-191	.014762	.0000202	.0000231	.022143	.0000216	.0000346
	FC-192	.018382	.0000215	.0000287	.027574	.0000323	.0000431
	FC-193	.009108	.0000125	.0000142	.013661	.0000134	.0000213
	FC-194	.036765	.0000431	.0000574	.055148	.0000646	.0000862
	FC-195	.009108	.0000125	.0000142	.013661	.0000134	.0000213
	FC-197	.357054	.0003923	.0005579	.267589		.0004181
	FC-206	.044643	.0000558	.0000698	.066964	.0000837	.0001046
	FC-210	.008929	.0000122	.0000140	.013394	.0000131	.0000209
	FC-211	.008929	.0000122	.0000140	.013394	.0000131	.0000209
	FC-212	.008929	.0000122	.0000140	.013394	.0000131	.0000209
	FC 255	.053333	.0000560	.0000833	.080000	.0000840	.0001250
		13.509352	.0158161	.0211084	19.136266	.0211278	.0299004

O	FC 51A		.0000097			.0000097	
R	FC-53A		.0000102			.0000102	
R	FC-55A		.0000193			.0000193	
I	FC 56A		.0000072			.0000072	
	FC-65A		.0000036			.0000036	
	FC-67B		.0000652			.0000652	
	FC-69A		.0000214				
	FC-71B		.0000658				
	FC-73A					.0001342	
	FC-162A					.0000488	
	FC-183		.0000898			.0000412	
	FC-184		.0000013			.0000013	
	FC-184		.0000209			.0000209	
	FC-185		.0000015			.0000015	
	FC-186		.0000015			.0000015	
	FC-187		.0000022			.0000022	
	FC-188		.0000004			.0000004	
	FC-189		.0000009			.0000009	
	FC-191		.0000015			.0000015	
	FC-193		.0000009			.0000009	
	FC-195		.0000009			.0000009	
	FC-197		.0000872			.0000872	
	FC-210		.0000009			.0000009	
	FC-211		.0000009			.0000009	
	FC-212		.0000009			.0000009	
	FC-255		.0000253			.0000253	
			.0004390			.0004862	

Caddo County  
 Sec. 15-T10N-R13W  
 Surface to TD of Tiger #15-1 - BPO  
 Well Name: Tiger #15-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 71B	.312500	.0004272	.0004883	.468750	.0006409	.0007324
I	FC 79A	.016138	.0000221	.0000252	.024206	.0000331	.0000378
	FC 79A	.019409		.0000303	.029114		.0000455
	FC 85A	2.046875	.0023987	.0031982	3.070313	.0035980	.0047974
	FC 85A	.234375		.0003662	.351563		.0005493
	FC 87A	.029375		.0000459	.044063		.0000688
	FC 88A	.029375		.0000459	.044063		.0000688
	FC 91A	.309277		.0004832	.463916		.0007249
	FC 133	.687500	.0008017	.0010742	1.031250	.0012025	.0016113
	FC 133	.062500		.0000977	.093750		.0001465
	FC 156	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 156	.062500		.0000977	.093750		.0001465
	FC 157	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 157	.062500		.0000977	.093750		.0001465
	FC 158	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 158	.062500		.0000977	.093750		.0001465
	FC 159	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 159	.062500		.0000977	.093750		.0001465
	FC 178A	.018246	.0000242	.0000285	.027369	.0000363	.0000428
	FC 179A	.018246	.0000103	.0000285	.027369	.0000154	.0000428
	FC 180A	.018246	.0000103	.0000285	.027369	.0000154	.0000428
	FC 184A	.013875	.0000172	.0000217	.020813	.0000258	.0000325
	FC 226	.127500	.0001494	.0001992	.191250	.0002241	.0002988
		4.343438	.0040208	.0067866	6.515156	.0060312	.0101799

O	FC 71B		.0000305			.0000305	
R	FC 79A		.0000303			.0000303	
R	FC 84A		.0000301			.0000301	
I	FC 87A		.0000086			.0000086	
	FC 88A		.0000032			.0000032	
	FC 91A1		.0000906			.0000906	
	FC 178A		.0000022			.0000022	
	FC 179A		.0000022			.0000022	
	FC 180A		.0000022			.0000022	
	FC 184A		.0000024			.0000024	
	FC 226		.0000125			.0000125	
			.0002149			.0002149	

Caddo County  
 Sec. 15-T10N-R13W  
 Surface to TD of Tiger #15-1 - APO  
 Well Name: Tiger #15-1  
 Unit Acres: 640.00

Exhibit "A"

Page 73 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC-71B	.312500	.0004272	.0004883	.468750	.0006409	.0007324
I	FC-79A	.153638	.0002101	.0002401	.230456	.0003151	.0003601
	FC-79A	.019409		.0000303	.029114		.0000455
	FC-85A	2.046875	.0023987	.0031982	3.070313	.0035980	.0047974
	FC-85A	.234375		.0003662	.351563		.0005493
	FC-87A	.029375		.0000459	.044063		.0000688
	FC-88A	.137500	.0001746	.0002148	.206250	.0002618	.0003223
	FC-88A	.029375		.0000459	.044063		.0000688
	FC-91A	.309277		.0004832	.463916		.0007249
	FC-133	.687500	.0008017	.0010742	1.031250	.0012025	.0016113
	FC-133	.062500		.0000977	.093750		.0001465
	FC-156	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC-156	.062500		.0000977	.093750		.0001465
	FC-157	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC-157	.062500		.0000977	.093750		.0001465
	FC-158	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC-158	.062500		.0000977	.093750		.0001465
	FC-159	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC-159	.062500		.0000977	.093750		.0001465
	FC-178A	.018246	.0000242	.0000285	.027369	.0000363	.0000428
	FC-179A	.018246	.0000103	.0000285	.027369	.0000154	.0000428
	FC-180A	.018246	.0000103	.0000285	.027369	.0000154	.0000428
	FC-184A	.013875	.0000172	.0000217	.020813	.0000258	.0000325
	FC-199	.125000	.0001587	.0001953	.187500	.0002380	.0002930
	FC-226	.127500	.0001494	.0001992	.191250	.0002241	.0002988
		4.743438	.0045420	.0074116	7.115156	.0068130	.0111174

O	FC-71B		.0000305			.0000305	
R	FC-79A		.0000303			.0000303	
R	FC-84A		.0000301			.0000301	
I	FC-87A		.0000086			.0000086	
	FC-88A		.0000032			.0000032	
	FC-91A1		.0000906			.0000906	
	FC-178A		.0000022			.0000022	
	FC-179A		.0000022			.0000022	
	FC-180A		.0000022			.0000022	
	FC-184A		.0000024			.0000024	
	FC-226		.0000125			.0000125	

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 .0002149

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 .0002149

Caddo County  
 Sec. 15-T10N-R13W  
 Below TD of Tiger #15-1  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 71B	.312500	.0004272	.0004883	.468750	.0006409	.0007324
I	FC 79A	.016138	.0000221	.0000252	.024206	.0000331	.0000378
	FC 79A	.019409		.0000303	.029114		.0000455
	FC 84A	1.541016	.0019564	.0024078	2.311523	.0029346	.0036118
	FC 85A	2.046875	.0023987	.0031982	3.070313	.0035980	.0047974
	FC 85A	.234375		.0003662	.351563		.0005493
	FC 87A	.439375	.0005578	.0006865	.659063	.0008367	.0010298
	FC 87A	.029375		.0000459	.044063		.0000688
	FC 88A	.164375	.0002087	.0002568	.246563	.0003130	.0003853
	FC 88A	.029375		.0000459	.044063		.0000688
	FC 91A1	4.639160	.0058896	.0072487	6.958740	.0088343	.0108730
	FC 91A1	.309277		.0004832	.463916		.0007249
	FC 133	.687500	.0008017	.0010742	1.031250	.0012025	.0016113
	FC 133	.062500		.0000977	.093750		.0001465
	FC 156	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 156	.062500		.0000977	.093750		.0001465
	FC 157	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 157	.062500		.0000977	.093750		.0001465
	FC 158	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 158	.062500		.0000977	.093750		.0001465
	FC 159	.037500	.0000399	.0000586	.056250	.0000599	.0000879
	FC 159	.062500		.0000977	.093750		.0001465
	FC 178A	.131938	.0001546	.0002062	.197906	.0002319	.0003092
	FC 179A	.131938	.0001546	.0002062	.197906	.0002319	.0003092
	FC 180A	.131938	.0001546	.0002062	.197906	.0002319	.0003092
	FC 184A	.138875	.0001759	.0002170	.208313	.0002638	.0003255
	FC 226	.127500	.0001494	.0001992	.191250	.0002241	.0002988
		11.593438	.0132110	.0181147	17.390157	.0198165	.0271721

O	FC 71A		.0000305			.0000305	
R	FC 79A		.0000303			.0000303	
R	FC 226		.0000125			.0000125	
I							

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 .0000733

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 .0000733

Caddo County  
 Sec. 16-T10N-R13W  
 Surface to TD of Old Timer #16-1  
 Well Name: Old Timer #16-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 198	1.769125	.0022460	.0027643	2.653688	.0033689	.0041464
I	FC 201	1.875000	.0023804	.0029297	2.812500	.0035706	.0043945
		3.644125	.0046263	.0056939	5.466188	.0069395	.0085409

O	FC 198		.0003482			.0003482	
R	FC 201		.0003296			.0003296	
R							
I							

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 .0006778

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 .0006778

Caddo County  
 Sec. 16-T10N-R13W  
 Below TD of Old Timer #16-1  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 198	3.644125	.0046263	.0056939	5.466188	.0069395	.0085409
I FC 201	3.750000	.0047607	.0058594	5.625000	.0071411	.0087891
	7.394125	.0093871	.0115533	11.091188	.0140806	.0173300
O FC 198		.0000186			.0000186	
R						
R						
I						

Caddo County  
 Sec. 21-T10N-R13W  
 Surface to TD of Running Bear #21-1 - BPO  
 Well Name: Running Bear #21-1  
 Unit Acres: 640.00

Exhibit "A"  
 Page 77 of 116

		-----DICKMAN-----			-----APPLEBY-----		
	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 200-2	4.894125	.0062132	.0076471	7.341188	.0093199	.0114706
I		4.894125	.0062132	.0076471	7.341188	.0093199	.0114706
O	FC 200-2		.0008975			.0008975	
M			.0008975			.0008975	
I			.0008975			.0008975	

Caddo County  
 Sec. 21-T10N-R13W  
 Surface to TD of Running Bear #21-1 - APO  
 Well Name: Running Bear #21-1  
 Unit Acres: 640.00

Exhibit "A"

Page 78 of 116

-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W I	FC 200-2	4.294125	.0054515	.0067096	6.441188	.0081773	.0100644
		4.294125	.0054515	.0067096	6.441188	.0081773	.0100644
O H I	FC 200-2		.0008530			.0008530	
			.0008530			.0008530	

Caddo County  
 Sec. 21-T10N-R13W  
 Below TD of Running Bear #21-1 - BPO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 79 of 116

-----DICKMAN-----				-----APPLEBY-----			
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W I FC 200-2	9.894125	.0125609	.0154596	14.841188	.0188414	.0231894	
	9.894125	.0125609	.0154596	14.841188	.0188414	.0231894	
C E E I FC 200-2		.0000186			.0000186		
		.0000186			.0000186		

Caddo County  
 Sec. 21-T10N-R13W  
 Below TD of Running Bear #21-1 - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 80 of 116

-----DICKMAN-----

-----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
FC 200-2	8.694125	.0110375	.0135846	13.041188	.0165562	.0203769
	8.694125	.0110375	.0135846	13.041188	.0165562	.0203769

FC 200-2		.0000796			.0000796	
		.0000796			.0000796	

Caddo County  
 Sec. 23-T10N-R13W  
 Surface to Base of Red Fork  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

Page 81 of 116

-----DICKMAN-----

		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC 98	.287500		.0004492	.431250		.0006738	
I FC 99	.068103	.0000919	.0001064	.087561	.0001182	.0001368	
FC 100	.391542	.0005322	.0006118	.503411	.0006843	.0007866	
FC 101	.195675	.0002660	.0003057	.251582	.0003420	.0003931	
FC 102	.195675	.0002660	.0003057	.251582	.0003420	.0003931	
FC 103	.391350	.0005319	.0006115	.503165	.0006839	.0007862	
FC 125	1.191802	.0013762	.0018622	1.532317	.0017694	.0023942	
FC 126	.005913		.0000092	.008870		.0000139	
-----		2.727561	.0030642	.0042618	3.569738	.0039397	.0055777

O FC 91		.0007921			.0023764	
R FC 98		.0012825			.0038475	
R FC 99		.0000256			.0000768	
I FC 100		.0000512			.0001536	
FC 101		.0000256			.0000768	
FC 102		.0000256			.0000768	
FC 103		.0000512			.0001536	
FC 125		.0001874			.0005623	
FC 126		.0002078			.0006233	
FC 200		.0006426			.0019278	
-----					.0098748	
		.0032916				

R	6.250000	.0012207		9.375000	.0018311	
I						
-----		6.250000	.0012207	9.375000	.0018311	

Caddo County  
 Sec. 23-T10N-R13W  
 Ease of Red Fork to Base of Springer  
 except Rosser #23-1 Wellbore - BPO  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----

		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC 91	.068250		.0001066	.102375		.0001600	
I FC 91	1.125899		.0017592	1.688848		.0026388	
FC 98	1.958572	.0016829	.0030603	.839388	.0007212	.0013115	
FC 98	.335938		.0005249	.503906		.0007874	
FC 99	.054431	.0000735	.0000850	.023328	.0000315	.0000364	
FC 99	.007813		.0000122	.011719		.0000183	
FC 100	.145448	.0001643	.0002273	.062335	.0000704	.0000974	
FC 100	.015625		.0000244	.023438		.0000366	
FC 101	.182004	.0002155	.0002844	.078002	.0000924	.0001219	
FC 101	.007813		.0000122	.011719		.0000183	
FC 102	.182004	.0002476	.0002844	.078002	.0001061	.0001219	
FC 102	.007813		.0000122	.011719		.0000183	
FC 103	.145257	.0001747	.0002270	.062253	.0000749	.0000973	
FC 103	.015625		.0000244	.023438		.0000366	
FC 125	.279857	.0003126	.0004373	.119939	.0001340	.0001874	
FC 125	.136719		.0002136	.205078		.0003204	
FC 126	.182997	.0001969	.0002859	.078427	.0000844	.0001225	
FC 126	.156250		.0002441	.234375		.0003662	
-----		5.008312	.0030681	.0078255	4.158286	.0013149	.0064973

O FC 91		.0015002				
R FC 98		.0013492			.0013492	
R FC 99		.0000256			.0000256	
I FC 100		.0000854			.0000854	
FC 101		.0000256			.0000256	
FC 102		.0000256			.0000256	
FC 103		.0000512			.0000512	
FC 125		.0001890			.0001890	
FC 126		.0002302			.0002302	
FC 200-3		.0006426			.0006426	
-----		.0041246			.0026244	

R	6.250000	.0012207		9.375000	.0018311	
I	-----					
	6.250000	.0012207		9.375000	.0018311	

Caddo County  
 Sec. 23-T10N-R13W  
 Ease of Red Fork to Base of Springer  
 except Rosser #23-1 Wellbore - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----			
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC 91	2.075891	.0004348	.0032436	.889667	.0001864	.0013901	
I FC 91	1.125899		.0017592	1.688848		.0026388	
FC 98	3.266981	.0036243	.0051047	1.400135	.0015533	.0021877	
FC 98	.335938		.0005249	.503906		.0007874	
FC 99	.102411	.0001391	.0001600	.043890	.0000596	.0000686	
FC 99	.007813		.0000122	.011719		.0000183	
FC 100	.241408	.0002955	.0003772	.103460	.0001266	.0001617	
FC 100	.015625		.0000244	.023438		.0000366	
FC 101	.229983	.0002811	.0003593	.098564	.0001205	.0001540	
FC 101	.007813		.0000122	.011719		.0000183	
FC 102	.229983	.0003132	.0003593	.098564	.0001342	.0001540	
FC 102	.007813		.0000122	.011719		.0000183	
FC 103	.241217	.0003059	.0003769	.103379	.0001311	.0001615	
FC 103	.015625		.0000244	.023438		.0000366	
FC 125	1.959149	.0022805	.0030612	.839635	.0009774	.0013119	
FC 125	.136719		.0002136	.205078		.0003204	
FC 126	2.102188	.0024460	.0032847	.900938	.0010483	.0014077	
FC 126	.156250		.0002441	.234375		.0003662	
	12.258700	.0101205	.0191542	7.192470	.0043373	.0112382	
C FC 91		.0032159					
E FC 98		.0009106			.0009106		
E FC 99		.0000149			.0000149		
I FC 100		.0000640			.0000640		
FC 101		.0000149			.0000149		
FC 102							
FC 103		.0000298			.0000298		
FC 125		.0000016			.0000016		
FC 126		.0000160			.0000160		
FC 200-3		.0006426			.0006426		
		.0049102			.0016943		
E I	6.250000	.0012207		9.375000	.0018311		
	6.250000	.0012207		9.375000	.0018311		

Caddo County  
 Sec. 23-T10N-R13W  
 Surface to Base of Atoka  
 limited to Rosser #23-1 Wellbore  
 Well Name: Rosser #23-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 91	.068250		.0001066	.102375		.0001600
I FC 91	1.125898		.0017592	1.688848		.0026388
FC 98	1.848219	.0015320	.0028878	2.376281	.0019697	.0037129
FC 98	.335938		.0005249	.503906		.0007874
FC 99	.036439	.0000489	.0000569	.046850	.0000629	.0000732
FC 99	.007813		.0000122	.011719		.0000183
FC 100	.074270	.0000781	.0001160	.175933	.0001850	.0002749
FC 100	.015625		.0000244	.023438		.0000366
FC 101	.077048	.0000720	.0001204	.099061	.0000926	.0001548
FC 101	.007813		.0000122	.011719		.0000183
FC 102	.077048	.0001041	.0001204	.099061	.0001338	.0001548
FC 102	.078125		.0001221	.117188		.0001831
FC 103	.085282	.0000927	.0001333	.109648	.0001192	.0001713
FC 103	.015625		.0000244	.023438		.0000366
FC 125	.090337	.0000905	.0001412	.116148	.0001164	.0001815
FC 125	.136719		.0002136	.205078		.0003204
FC 126	.039058	.0000282	.0000610	.050217	.0000363	.0000785
FC 126	.156250		.0002441	.234375		.0003662
-----				-----		
	4.275754	.0020466	.0066809	5.995281	.0027159	.0093676
O FC 91		.0007514			.0022541	
R FC 98		.0013714			.0041141	
R FC 99		.0000292			.0000876	
I FC 100		.0000926			.0002778	
FC 101		.0000467			.0001400	
FC 102		.0000467			.0001400	
FC 103		.0000632			.0001897	
FC 125		.0002060			.0006179	
FC 126		.0002431			.0007292	
FC 200		.0006426			.0019278	
-----				-----		
		.0034927			.0104782	
R I	6.250000	.0012207		9.375000	.0018311	
-----				-----		
	6.250000	.0012207		9.375000	.0018311	

Caddo County  
 Sec. 23-T10N-R13W  
 Below Base of Springer - BPO  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W I FC 91	1.591600	.0008172	.0024869	2.387399	.0012259	.0037303
FC 91	1.125899		.0017592	1.688848		.0026388
FC 98	3.329703	.0035563	.0052027	1.427015	.0015241	.0022297
FC 98	.335938		.0005249	.503906		.0007874
FC 99	.085938	.0001170	.0001343	.128906	.0001755	.0002014
FC 99	.007813		.0000122	.011719		.0000183
FC 100	.192781	.0002438	.0003012	.289172	.0003657	.0004518
FC 100	.015625		.0000244	.023438		.0000366
FC 101	.158836	.0001981	.0002482	.238254	.0002972	.0003723
FC 101	.007813		.0000122	.011719		.0000183
FC 102	.158836	.0002164	.0002482	.238254	.0003247	.0003723
FC 102	.007813		.0000122	.011719		.0000183
FC 103	.317672	.0004207	.0004964	.476508	.0006310	.0007445
FC 103	.015625		.0000244	.023438		.0000366
FC 125	2.595742	.0030266	.0040558	1.112461	.0012971	.0017382
FC 125	.136719		.0002136	.205078		.0003204
FC 126	2.649063	.0030868	.0041392	1.135313	.0013229	.0017739
FC 126	.156250		.0002441	.234375		.0003662
FC 200-3	7.508649	.0095325	.0117323	1.866352	.0023694	.0029162
	20.398311	.0212154	.0318724	12.013872	.0095334	.0187717
C M I FC 91		.0028667			.0010519	
FC 98		.0010519			.0000122	
FC 99		.0000122			.0000586	
FC 100		.0000586			.0000122	
FC 101		.0000122			.0000122	
FC 102		.0000122			.0000244	
FC 103		.0000244			.0000016	
FC 125		.0000016			.0000160	
FC 126		.0000160			.0000635	
FC 200-3		.0000635				
		.0041193			.0012526	
M I	6.250000	.0012207		9.375000	.0018311	
	6.250000	.0012207		9.375000	.0018311	

Caddo County  
 Sec. 23-T10N-R13W  
 Below Base of Springer - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----			
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W	FC 91	1.744620	.0010119	.0027260	2.616930	.0015179	.0040890
I	FC 91	1.125899		.0017592	1.688848		.0026388
	FC 98	3.258081	.0036124	.0050908	1.396320	.0015482	.0021818
	FC 98	.335938		.0005249	.503906		.0007874
	FC 99	.085938	.0001170	.0001343	.128906	.0001755	.0002014
	FC 99	.007813		.0000122	.011719		.0000183
	FC 100	.192781	.0002438	.0003012	.289172	.0003657	.0004518
	FC 100	.015625		.0000244	.023438		.0000366
	FC 101	.158836	.0001981	.0002482	.238254	.0002972	.0003723
	FC 101	.007813		.0000122	.011719		.0000183
	FC 102	.158836	.0002164	.0002482	.238254	.0003247	.0003723
	FC 102	.007813		.0000122	.011719		.0000183
	FC 103	.317672	.0004207	.0004964	.476508	.0006310	.0007445
	FC 103	.015625		.0000244	.023438		.0000366
	FC 125	2.595742	.0030266	.0040558	1.112461	.0012971	.0017382
	FC 125	.136719		.0002136	.205078		.0003204
	FC 126	2.649063	.0030868	.0041392	1.135313	.0013229	.0017739
	FC 126	.156250		.0002441	.234375		.0003662
	FC 200-3	7.563852	.0096026	.0118185	1.811148	.0022993	.0028299
		20.534913	.0215363	.0320858	12.157504	.0097794	.0189961
C	FC 91		.0030372				
M	FC 98		.0010139			.0010139	
R	FC 99		.0000122			.0000122	
I	FC 100		.0000586			.0000586	
	FC 101		.0000122			.0000122	
	FC 102		.0000122			.0000122	
	FC 103		.0000244			.0000244	
	FC 125		.0000016			.0000016	
	FC 126		.0000160			.0000160	
	FC 200-3		.0000635			.0000635	
			.0042518			.0012146	
R		6.250000	.0012207		9.375000	.0018311	
I							
		6.250000	.0012207		9.375000	.0018311	

Caddo County  
 Sec. 25-T10N-R13W  
 All Depths Except Cox #25-1 &  
 Davidson #25-1 Wellbores  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 164	3.250623	.0041120	.0050791	4.875933	.0061680	.0076186
I	FC 164	.230567		.0003603	.345849		.0005404
	FC 289	1.250078	.0015626	.0019532	1.875118	.0023439	.0029299
	FC 290	2.499922	.0031249	.0039061	3.749882	.0046874	.0058592
		7.231190	.0087995	.0112987	10.846783	.0131993	.0169481

Caddo County  
 Sec. 25-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Cox #25-1 Wellbore - APO  
 Well Name: Cox #25-1  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 164	1.956562	.0024692	.0030571	2.934842	.0037037	.0045857
I FC 164	.230567		.0003603	.345849		.0005404
FC 289	.833359	.0010417	.0013021	1.250040	.0015626	.0019532
FC 290	1.266641	.0015833	.0019791	1.899961	.0023750	.0029687
	4.287129	.0050942	.0066986	6.430692	.0076412	.0100480

Caddo County  
 Sec. 25-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Davidson #25-1 Wellbore - BPO  
 Well Name: Davidson #25-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 164	3.250623	.0041120	.0050791	4.875933	.0061680	.0076186
I	FC 164	.230567		.0003603	.345849		.0005404
	FC 289	1.666719	.0020834	.0026042	2.500078	.0031251	.0039064
	FC 290	2.533281	.0031666	.0039583	3.799922	.0047499	.0059374
		7.681190	.0093620	.0120019	11.521783	.0140430	.0180028

Caddo County  
 Sec. 25-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Davidson #25-1 Wellbore - APO  
 Well Name: Davidson #25-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 164	3.069373	.0038819	.0047959	4.604058	.0058229	.0071938
I	FC 164	.230567		.0003603	.345849		.0005404
	FC 289	1.458398	.0018230	.0022787	2.187598	.0027345	.0034181
	FC 290	2.516602	.0031458	.0039322	3.774902	.0047186	.0058983
		7.274940	.0088507	.0113671	10.912408	.0132760	.0170506

Caddo County  
 Sec. 25-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Cox #25-1 Wellbore - BPO  
 Well Name: Cox #25-1  
 Unit Acres: 640.00

Exhibit "A"

Page 91 of 116

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 164	1.025000	.0012865	.0016016	1.537500	.0019298	.0024023
I	FC 164	.230567		.0003603	.345849		.0005404
	FC 289	.416641	.0005208	.0006510	.624961	.0007812	.0009765
	FC 290	.033360	.0000417	.0000521	.050039	.0000626	.0000782
		1.705568	.0018490	.0026650	2.558349	.0027735	.0039974

Caddo County  
 Sec. 26-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Clear #26-1 Wellbore  
 Well Name: Clear #26-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 108A	.500000		.0007813	.750000		.0011719
I FC 110	.009766		.0000153	.014648		.0000229
FC 111	.068438		.0001069	.102656		.0001604
FC 127	.876318	.0009894	.0005477			.0008215
FC 127	.234375		.0003662	.351563		.0005493
FC 144	.382232	.0004537	.0002389			.0003583
FC 144	.429688		.0006714	.644531		.0010071
FC 232	.500000	.0005859	.0003125			.0004688
	3.000815	.0020291	.0030401	1.863398		.0045602

O FC 108A		.0003202				
R FC 110		.0000251			.0000251	
R FC 111		.0000323			.0000323	
I FC 144		.0005118			.0005118	
		.0008894			.0005692	

Caddo County  
 Sec. 26-T10N-R13W  
 Surface to 100' below Base of Red Fork  
 except Clear #26-1 Wellbore - BPO  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 108A	.500000		.0007813	.750000		.0011719
I FC 110	.009766		.0000153	.014649		.0000229
FC 111	.068438		.0001069	.102656		.0001604
FC 127	.876318	.0009894	.0013692			
FC 127	.234375		.0003662	.351563		.0005493
FC 144	.382232	.0004537	.0005972			
FC 144	.429688		.0006714	.644531		.0010071
FC 232	.500000	.0005859	.0003125			.0004688
	3.000815	.0020291	.0042200	1.863399		.0033803
O FC 108A		.0003213				
R FC 110		.0000258			.0000245	
R FC 111		.0000366			.0000279	
I FC 144		.0005121			.0005121	
		.0008958			.0005645	

Caddo County  
 Sec. 26-T10N-R13W  
 Surface to 100' below Base of Red Fork  
 except Clear #26-1 Wellbore - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 108A	.500000		.0007813	.750000		.0011719
I	FC 110	.009766		.0000153	.014649		.0000229
	FC 111	.068438		.0001069	.102656		.0001604
	FC 127	1.804358	.0020869	.0028193			
	FC 127	.312500		.0004883	.468750		.0007324
	FC 144	1.269184	.0016664	.0019831			
	FC 144	.468750		.0007324	.703125		.0010986
	FC 232	2.442195	.0033389	.0020235	.795463	.0010875	.0030353
		6.875190	.0070922	.0089501	2.834643	.0010875	.0062215
O	FC 108A		.0003213				
R	FC 110		.0000258			.0000245	
R	FC 111		.0000366			.0000279	
I	FC 144		.0004425			.0004425	
			.0008262			.0004949	

Caddo County  
 Sec. 26-T10N-R13W  
 100' below Base of Red Fork to  
 100' below Base of Springer - BPO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

		-----DICKMAN-----			-----APPLEBY-----		
	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 108A	.500000		.0007813	.750000		.0011719
I	FC 110	.009766		.0000153	.014649		.0000229
	FC 111	.068438		.0001069	.102656		.0001604
	FC 127	.876318	.0009894	.0013692			
	FC 127	.312500		.0004883	.468750		.0007324
	FC 144	.382232	.0004537	.0005972			
	FC 144	.468750		.0007324	.703125		.0010986
	FC 232	.700000	.0008047	.0004375			.0006563
		3.318003	.0022478	.0045281	2.039180		.0038425

O	FC 108A		.0003213				
R	FC 110		.0000258			.0000245	
R	FC 111		.0000366			.0000279	
I	FC 144		.0005118			.0005118	
			.0008955			.0005642	

Caddo County  
 Sec. 26-T10N-R13W  
 100' below Base of Red Fork to  
 100' below Base of Springer - APO  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----

		-----DICKMAN-----			-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense	
W FC-108A	.500000		.0007813	.750000		.0011719	
I FC-110	.009766		.0000153	.014649		.0000229	
FC-111	.068438		.0001069	.102656		.0001604	
FC-127	1.804358	.0020769	.0028193				
FC-127	.312500		.0004883	.468750		.0007324	
FC-144	1.269184	.0016664	.0019831				
FC-144	.468750		.0007324	.703125		.0010986	
FC-232	2.516195	.0029372	.0021485	.921463	.0010757	.0032228	
-----		6.949190	.0066805	.0090751	2.960643	.0010757	.0064090

O FC-108A		.0003213				
R FC-110		.0000258			.0000245	
R FC-111		.0000366			.0000279	
I FC-144		.0004425			.0004425	
-----			.0008262		.0004949	

Caddo County  
 Sec. 26-T10N-R13W  
 Below 100' below Base of Springer - BPO  
 Well Name: None  
 Unit Acres: 640.00

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 108A	4.433325	.0046052	.0069271	6.649988	.0069078	.0103906
I	FC 108A	.500000		.0007813	1.500000		.0023438
	FC 110	.107422	.0001462	.0001678	.161132	.0002194	.0002518
	FC 110	.009766		.0000153	.029297		.0000458
	FC 111	.750312	.0009482	.0011724	1.125469	.0014222	.0017585
	FC 111	.068438		.0001069	.205313		.0003208
	FC 127	1.536220	.0017627	.0024003			.0014648
	FC 127	.312500		.0004883	.937500		.0015318
	FC 144	2.242330	.0030178	.0035036	.980326	.0013193	.0021973
	FC 144	.468750		.0007324	1.406250		.0006563
	FC 232	.280000	.0003219	.0004375	.420000	.0004828	
		10.709063	.0108020	.0167329	13.415274	.0103516	.0209614

O	FC 108A		.0020287			.0000153	
R	FC 110		.0000153			.0000013	
R	FC 111		.0000013			.0003662	
I	FC 144		.0003662				
			.0024114			.0003827	

Caddo County  
 Sec. 26-T10N-R13W  
 Below 100' below Base of Springer - APO  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 108A	4.433325	.0046052	.0069271	6.649988	.0069078	.0103906
I FC 108A	.500000		.0007813	.750000		.0011719
FC 110	.107422	.0001462	.0001678	.161132	.0002194	.0002518
FC 110	.009766		.0000153	.014649		.0000229
FC 111	.750312	.0009482	.0011724	1.125469	.0014222	.0017585
FC 111	.068438		.0001069	.102656		.0001604
FC 127	1.536220	.0017627	.0024003			.0007324
FC 127	.312500		.0004883	.468750		.0007324
FC 144	2.242330	.0030178	.0035036	.980326	.0013193	.0015318
FC 144	.468750		.0007324	.703125		.0010986
FC 232	1.375063	.0016052	.0021485	2.062595	.0024077	.0032228
-----				-----		
	11.804126	.0120852	.0184439	13.018689	.0122765	.0203417
-----				-----		
O FC 108A		.0020287				
R FC 110		.0000153			.0000153	
R FC 111		.0000013			.0000013	
I FC 144		.0003662			.0003662	
-----				-----		
		.0024114			.0003827	

Caddo County  
 Sec. 36-T10N-R13W  
 Surface to Base of Red Fork  
 except Bar-D #36-1 Wellbore  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

		-----DICKMAN-----			-----APPLEBY-----		
	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 171A	.097656		.0001526	.146484		
I	FC 173A	.097656		.0001526	.146484		.0002289
	FC 174A	.234375		.0003662	.351563		.0005493
	FC 175A	.097656		.0001526	.146484		.0002289
	FC 176A	.097656		.0001526	.146484		.0002289
		.625000		.0009766	.937500		.0014648

O	FC 171A		.0003624			.0001546	
R	FC 173A		.0003624			.0002522	
R	FC 174A		.0001073				
I	FC 175A		.0003624			.0002278	
	FC 176A		.0003624			.0001546	
			.0015569			.0007892	

Caddo County  
 Sec. 36-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Bar-D #36-1 Wellbore - BPO  
 Well Name: Bar-D #36-1  
 Unit Acres: 640.00

-----DICKMAN-----      -----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 171A	.097656		.0001526	.146484		.0002289
I FC 173A	.097656		.0001526	.146484		.0002289
FC 174A	.234375		.0003662	.351563		.0005493
FC 175A	.097656		.0001526	.146484		.0002289
FC 176A	.097656		.0001526	.146484		.0002289
-----						
	.625000		.0009766	.937500		.0014648
O FC 171A		.0003624			.0001546	
R FC 173A		.0003624			.0002522	
R FC 174A		.0001073			.0002278	
I FC 175A		.0003624			.0001546	
FC 176A		.0003624				
-----						
		.0015569			.0007892	

Caddo County  
 Sec. 36-T10N-R13W  
 Surface to Base of Red Fork  
 limited to Bar-D #36-1 Wellbore - APO  
 Well Name: Bar-D #36-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 171A	.537109	.0005979	.0008392	.805664	.0008968	.0012589
I FC 171A	.097656		.0001526	.146484		.0002289
FC 173A	.537109	.0006629	.0008392	.805664	.0009944	.0012589
FC 173A	.097656		.0001526	.146484		.0002289
FC 174A	.664063	.0007467	.0010376	.996094	.0011200	.0015564
FC 174A	.234375		.0003662	.351563		.0005493
FC 175A	.537109	.0006467	.0008392	.805664	.0009701	.0012589
FC 175A	.097656		.0001526	.146484		.0002289
FC 176A	.537109	.0005979	.0008392	.805664	.0008968	.0012589
FC 176A	.097656		.0001526	.146484		.0002289
	3.437500	.0032520	.0053711	5.156250	.0048780	.0080566
O FC 171A		.0003624			.0001546	
R FC 173A		.0003624			.0002522	
R FC 174A		.0001073				
I FC 175A		.0003624			.0002278	
FC 176A		.0003624			.0001546	
		.0015569			.0007892	

Caddo County  
 Sec. 36-T10N-R13W  
 Below Base of Red Fork  
 Well Name: None  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	FC 171A	1.074219	.0015796	.0016785	1.611328	.0018811	.0025177
I	FC 171A	.097656		.0001526	.146484		.0002289
	FC 173A	1.074219	.0015210	.0016785	1.611328	.0020373	.0025177
	FC 173A	.097656		.0001526	.146484		.0002289
	FC 174A	1.328125	.0017443	.0020752	1.992188	.0023113	.0031128
	FC 174A	.234375		.0003662	.351563		.0005493
	FC 175A	1.074219	.0015356	.0016785	1.611328	.0019983	.0025177
	FC 175A	.097656		.0001526	.146484		.0002289
	FC 176A	1.074219	.0015796	.0016785	1.611328	.0018811	.0025177
	FC 176A	.097656		.0001526	.146484		.0002289
		6.250000	.0079601	.0097656	9.375001	.0101091	.0146484

O	FC 171A		.0001526			.0001526	
R	FC 173A		.0001526			.0001526	
R	FC 175A		.0001526			.0001526	
I	FC 176A		.0001526			.0001526	
			.0006104			.0006104	

Caddo County  
 Sec. 30-T11N-R13W  
 Surface to Base of Red Fork  
 limited to Yearwood #30-1 Wellbore - BPO  
 Well Name: Yearwood #30-1  
 Unit Acres: 625.28

-----DICKMAN-----      -----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
	W 355A	.075225	.0000902	.0001203	.112838	.0001353	.0001805
	I 356A	3.507100	.0042066	.0056088	5.260650	.0063100	.0084133
	357A	2.407200	.0028873	.0038498	3.610800	.0043310	.0057747
	204J	.112825	.0001353	.0001804	.169238	.0002030	.0002707
	204K	.150450	.0001805	.0002406	.225675	.0002707	.0003609
		6.252800	.0075000	.0100000	9.379200	.0112500	.0150000

Caddo County  
 Sec. 30-T11N-R13W  
 Surface to Base of Red Fork  
 limited to Yearwood #30-1 Wellbore - APO  
 Well Name: Yearwood #30-1  
 Unit Acres: 625.28

-----DICKMAN-----      -----APPLEBY-----

Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W 355A	.056419	.0000733	.0000902	.084628	.0001100	.0001353
I 356A	2.630325	.0034179	.0042066	3.945488	.0051268	.0063100
357A	1.805400	.0023460	.0028873	2.708100	.0035190	.0043310
204J	.084619	.0001100	.0001353	.126928	.0001649	.0002030
204K	.112838	.0001466	.0001805	.169256	.0002199	.0002707
	4.689600	.0060938	.0075000	7.034400	.0091406	.0112500

Caddo County  
 Sec. 33-T11N-R13W  
 All Depths  
 Well Name: Yearwood #33-1  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 276	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
I FC 277	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
FC 278	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
FC 279	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
FC 280	2.000000	.0025391	.0031250	3.000000	.0038086	.0046875
POC 1	1.596424	.0020267	.0024944	4.789271	.0060801	.0074832
POC 2	.189050	.0002400	.0002954	.567151	.0007200	.0008862
	11.785474	.0149620	.0184148	20.356421	.0258431	.0318069

Roger Mills County  
 Sec. 36-T13N-R26W  
 All Depths - BPO  
 Well Name: Parr #36-1  
 Unit Acres: 640.00

Exhibit "A"

Page 106 of 116

-----DICKMAN-----      -----APPLEBY-----

Lease		Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W	RM 1	1.066756	.0013334	.0016668	1.600134	.0020002	.0025002
I	RM 2	.177748	.0002222	.0002777	.266622	.0003333	.0004166
	RM 3	.177748	.0002222	.0002777	.266622	.0003333	.0004166
	RM 4	.355563	.0004445	.0005556	.533345	.0006667	.0008334
	RM 5	.355563	.0004445	.0005556	.533345	.0006667	.0008334
	RM 6	.177748	.0002222	.0002777	.266622	.0003333	.0004166
	RM 7	.177748	.0002222	.0002777	.266622	.0003333	.0004166
	RM 8	.355563	.0004445	.0005556	.533345	.0006667	.0008334
	RM 9	.355563	.0004445	.0005556	.533345	.0006667	.0008334
		3.200000	.0040000	.0050000	4.800000	.0060000	.0075000

Roger Mills County  
 Sec. 36-T13N-R26W  
 All Depths - APO  
 Well Name: Parr #36-1  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W RM 1	.800067	.0010001	.0012501	1.200101	.0015001	.0018752
I RM 2	.133311	.0001666	.0002083	.199967	.0002500	.0003124
RM 3	.133311	.0001666	.0002083	.199967	.0002500	.0003124
RM 4	.266672	.0003333	.0004167	.400008	.0005000	.0006250
RM 5	.266672	.0003333	.0004167	.400008	.0005000	.0006250
RM 6	.133311	.0001666	.0002083	.199967	.0002500	.0003124
RM 7	.133311	.0001666	.0002083	.199967	.0002500	.0003124
RM 8	.266672	.0003333	.0004167	.400008	.0005000	.0006250
RM 9	.266672	.0003333	.0004167	.400008	.0005000	.0006250
	2.400000	.0030000	.0037500	3.600000	.0045000	.0056250

Caddo County  
 Sec. 28-T10N-R12W  
 Surface to 100' below TD of D. Gray #28-1 - BPO  
 Well Name: D. Gray #28-1  
 Unit Acres: 640.00

-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W I CE 1	.750000	.0008789	.0011719	2.250000	.0026367	.0035156

Caddo County  
 Sec. 28-T10N-R12W  
 Surface to 100' below TD of D. Gray #28-1 - APO  
 Well Name: D. Gray #28-1  
 Unit Acres: 640.00

Exhibit "A"

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-----DICKMAN-----

-----APPLEBY-----

	Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
	=====						
W	CE 1	.500000	.0006348	.0007813	1.500000	.0019043	.0023438
I							

Caddo County  
 Sec. 24-T10N-R13W  
 All Depths  
 Well Name: Cook #24-1  
 Unit Acres: 640.00

Exhibit "A"  
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-----DICKMAN-----				-----APPLEBY-----		
Lease	Net Acres	Unit Revenue	Unit Expense	Net Acres	Unit Revenue	Unit Expense
W FC 321	.988416	.0011466	.0015444	1.482880	.0017204	.0023170
I						

## Description schedule of all Leases

Lease	Date	Lessor	Lessee	-Recorded-	
				Book	Page
C 3	08-26-77	H.N. Williams	Ellison	473	303
C 4	08-26-77	T.L. Williams	Ellison	473	301
NC 5	09-12-77	E.D. Crabtree	Ellison	472	129
NC 7	08-26-77	L.B. Keith, Executrix	Ellison	471	397
C 9	06-13-78	Wyant Ventures Ltd.	Ellison	485	398
C 10	09-12-77	E.D. Crabtree	Ellison	472	127
NC 11	09-27-77	G.R. Brown	Ellison	473	472
C 12	08-01-78	Brown Foundation	Ellison	489	313
C 13	09-27-77	G.R. Brown	Ellison	473	475
NC 14	08-01-78	Brown Foundation	Dickman	489	317
NC 16A	01-16-80	G.R. Brown	Ellison	515	97
C 17	08-01-78	Brown Foundation	Ellison	489	321
NC 19	06-13-78	J.B. Obering	Ellison	486	455
NC 20	06-13-78	A.O. O'Brian	Ellison	486	457
C 21	06-13-78	H.B. Obering	Ellison	486	451
C 22	06-13-78	W.M. Obering	Ellison	486	453
NC 236	05-03-79	Opal Gulick et vir	Ellison	501	785
C 239	05-09-79	T.F. Beattie	Ellison	501	738
C 240	05-09-79	T.F. Beattie	Ellison	501	701
NC 241	05-09-79	E.F. Dixon	Ellison	501	781
NC 242	05-02-79	I.E. Sanditen et al	Ellison	501	789
C 243	05-09-79	E.F. Dixon	Ellison	501	793
C 244	05-02-79	M.J. Jones	Ellison	501	779
NC 245	05-09-79	P.A.H. Weber et al	Ellison	501	431
C 246	05-09-79	P.A.H. Weber et al	Ellison	504	435
C 248	05-09-79	R. Howard et al	Ellison	504	429
NC 248	05-09-79	R. Howard et al	Ellison	504	481
NC 250	05-09-79	F.J. Farar et al	Ellison	504	437
C 251	05-09-79	F.J. Farar et al	Ellison	501	433
NC 259	04-05-80	M. & E. Springer, Co-Tr.	Ellison	520	672
NC 263	04-15-80	L. Hamburger et al	Ellison	520	67
C 268	04-15-80	V. & R. Soper	Ellison	520	61
C 269	04-15-80	B.C. Bergman	Ellison	520	63
NC 270	04-15-80	E. & H. Dean Brandly	Ellison	520	674
C 272	04-15-80	C.A. Harris	Ellison	520	65
C 273	04-15-80	L. & P. Kroeker	Ellison	521	274
NC 274	04-15-80	B. & C. Alford	Ellison	521	386
NC 282	05-14-80	Hugh W. O'Keefe	Ellison	520	189
C 283	05-08-80	Wyant Ventures Ltd.	Ellison	520	191
NC 284	05-08-80	J.B. Elston et vir	Ellison	520	58
NC 285	06-11-80	M.S. Ellison	Ellison	528	600
C 287	04-28-80	M.S. Ettlinger	Blanca, Inc.	523	215
C 292	07-22-80	D.K. White et al	Ellison & Appleby	524	601
NC 295A	01-24-81	M.P. Appleby	Ellison & Appleby	524	922
C 297	07-23-80	M.P. Appleby	Ellison & Appleby	524	920
C 298	07-23-81	M.P. Appleby	Ellison & Appleby	524	916

## Description schedule of all Leases

Lease	Date	Lessor	Lessee	-Recorded-	
				Book	Page
NC 299	09-25-80	C. Ellison	Appleby	529	873
NC 337	07-26-77	E.H. Combs	Helmerich & Payne	471	429
NC 338	07-26-77	W.J. Hefner	Helmerich & Payne	472	133
NC 339	08-12-77	Ed Suderman	Helmerich & Payne	477	46
NC 340	10-20-77	L.A. Vogt et ux	Argosy Corp.	476	767
FC 4	07-08-74	H.M. McMillan	Bryant	634	551
FC 5	07-12-74	R.M.E. Miller	Bryant	634	545
FC 6	07-06-74	A.A. Gray et ux	Bryant	634	547
FC 7	07-06-74	L.F. Kabriel	Bryant	634	671
FC 8	07-06-74	C. Hildebrand et ux	Bryant	634	549
FC 9	07-12-74	Liberty National Bank	Bryant	634	271
FC 10	09-02-74	Hefner Production	Bryant	639	147
FC 11	09-13-74	Merrick, Inc.	Bryant	634	637
FC 12	06-26-74	A.P. Barbee	Bryant	638	55
FC 13	07-12-74	R.M.E. Miller	Bryant	634	553
FC 14	07-13-74	V.M. Turney	Bryant	634	575
FC 15	07-01-74	R. Cox et ux	Bryant	634	555
FC 16	07-01-74	E.C. Lowrance et vir	Bryant	634	557
FC 17	05-10-74	C. Hildebrand et ux	Bryant	629	479
FC 18	07-12-74	G.F. Eldridge et al	Bryant	634	561
FC 19	07-01-74	C & K Petroleum	Bryant	634	559
FC 20	07-01-74	B.B. Faudree et al	Bryant	634	563
FC 21	07-13-74	V.M. Turney	Bryant	634	577
FC 25B	05-09-78	J.A. Williams et ux	Ellison	766	311
FC 25C	05-09-78	Don Kuhn et ux	Ellison	766	313
FC 26A	08-10-78	J. Hill et ux	Ellison & Appleby	805	351
FC 27A	08-10-78	P. Hill	Ellison & Appleby	805	353
FC 28A	08-10-78	R.A. Hill	Ellison & Appleby	805	389
FC 29A	08-10-78	D.J.H. Lutz et al	Ellison & Appleby	805	357
FC 31A	08-10-78	D.H. Hill et ux	Ellison & Appleby	805	349
FC 33A	02-11-80	W.F. Hendrick	Ellison	830	445
FC 34A	08-10-78	L.M. Murdoch	Ellison & Appleby	801	101
FC 35A	08-10-78	M.E. McKellar	Ellison & Appleby	801	389
FC 36A	08-10-78	Bank of Okla., Tr.	Ellison & Appleby	805	359
FC 37A	08-10-78	Bank of Okla., Agent	Ellison & Appleby	805	361
FC 38A	08-10-78	E.C. Myers	Ellison & Appleby	805	363
FC 43A	08-10-78	Home Stake Royalty	Ellison & Appleby	805	367
FC 46A	09-29-78	E. Schonwald, Tr.	Ellison & Appleby	805	371
FC 47A	02-08-80	J.S. Cassell	Ellison	829	587
FC 48A	01-29-80	Gill Royalty Co.	Ellison	830	447
FC 50A	01-30-80	E.H. Moss et ux	Ellison	834	101
FC 51A	06-29-78	R.G. & D. Oglesby	Ellison	776	521
FC 52A1	05-11-79	C.J. McCaver	Ellison	805	347
FC 52A2	05-11-79	M.J. Brauer	Ellison	805	345
FC 52A3	05-11-79	C.J. Poteet	Ellison	805	373
FC 53A	08-10-78	D. Hamm	Ellison & Appleby	805	379

## Description schedule of all Leases

Lease	Date	Lessor	Lessee	-Recorded-	
				Book	Page
C 55A	08-10-78	E.M. Pannell	Ellison & Appleby	805	383
C 56A	08-10-78	M.A. & A.W. Clang	Ellison & Appleby	805	377
FC 57A	08-10-78	W.R. Wilson Jr.	Ellison & Appleby	805	387
FC 63A	05-16-79	K. & O. Henson	Ellison	810	324
C 64A	08-10-78	A. McLerran	Ellison & Appleby	805	391
C 65A	09-27-78	M.A. Streich et al	Ellison & Appleby	805	393
FC 66A	08-10-78	R. Grosjean	Ellison & Appleby	805	389
C 67B	08-10-78	P.M. Blythe	Ellison & Appleby	805	375
C 69A	03-30-79	W.E. Smith et al	Ellison	805	385
FC 71B	04-06-78	H. Welch, Exec.	Ellison	763	551
FC 72A1	05-01-79	E.G. & C. Laubhan	Ellison	801	675
C 72A2	05-01-79	R.A. & H.W. Friesen	Ellison	801	673
FC 73A	01-10-80	W.G. & V. Stevens	Ellison	826	385
FC 79A	08-10-78	F. Kardokus	Ellison & Appleby	805	399
C 84A	01-10-80	I. Stevens	Ellison	826	383
C 85A	08-20-79	B.C. Harrison et al	Ellison & Appleby	811	555
FC 87A	08-10-78	Home Stake Oil & Gas	Ellison & Appleby	805	395
C 88A	08-10-78	Home State Royalty	Ellison & Appleby	805	397
C 91	05-06-74	Lasley 4-L	Ellison	630	657
FC 91A1	08-09-78	Lasley 4-L	Ellison	801	683
FC 98	06-25-74	G.S. Simpson et al	Bryant	634	291
C 99	05-14-74	R.B. Roland et vir	Bryant	632	351
FC 100	06-11-74	O. Slover et vir	Bryant	634	293
FC 101	06-11-74	I. Tunnell et vir	Bryant	632	575
C 102	06-11-74	J.B. Marshall	Bryant	632	349
C 103	06-12-74	S. Baker	Bryant	631	33
FC 108A	08-02-74	R. Chambers et ux	Bryant	635	557
FC 110	07-15-74	E.A. Meeting	Bryant	634	635
C 111	01-10-75	M.R. Courtney	Ellison	644	323
FC 117	09-13-74	L.V. Smith	Bryant	644	253
FC 118	09-13-74	L.V. Smith	Bryant	644	255
C 119	09-13-74	L.V. Smith	Bryant	644	257
C 120	09-13-74	L.V. Smith	Bryant	644	259
FC 121	09-13-74	L.V. Smith	Bryant	664	261
C 122	09-13-74	L.V. Smith	Bryant	664	263
C 123A	02-01-79	Panhandle Royalty Co.	Ellison & Appleby	808	615
FC 124	09-13-74	L.V. Smith	Bryant	644	256
FC 125	09-13-74	L.V. Smith	Bryant	644	267
C 126	09-13-74	L.V. Smith	Bryant	644	269
FC 127	09-13-74	L.V. Smith	Bryant	644	271
FC 133	09-29-75	L.V. Smith	Ellison	671	255
C 136A	11-01-78	O.C. Henson et al	Helmerich & Payne	785	99
C 137	06-13-75	K.H. Henson	Ellison	659	27
FC 140	06-13-75	Caddo Oil Trust	Ellison	660	399
C 144	09-02-75	W.G. Stevens et ux	Ellison	633	507
C 146	09-29-75	L.V. Smith	Ellison	679	129

## Description schedule of all Leases

Lease	Date	Lessor	Lessee	-Recorded-	
				Book	Page
FC 147	09-29-75	H.B. Keck	Ellison	679	135
FC 148	09-29-75	W.M. Keck, Jr.	Ellison	679	133
FC 149	09-29-75	W.K. Day	Ellison	679	127
FC 150	09-29-75	A.B. Keck	Ellison	679	131
FC 156	09-29-75	H.B. Keck	Ellison	671	43
FC 157	09-29-75	W.M. Keck, Jr.	Ellison	671	45
FC 158	09-29-75	W.K. Day	Ellison	671	47
FC 159	09-29-75	A.B. Keck	Ellison	671	41
FC 162A	05-17-79	E.W. Smith	Ellison	808	619
FC 163A	05-17-79	W.C. Smith	Ellison	808	617
FC 164	03-31-78	G.E. Davidson et vir	Appleby	758	217
FC 171A	06-07-78	Noel Cart ex ux	Ellison	738	47
FC 173A	06-07-78	N.L. Cart et ux	Ellison	738	49
FC 174A	03-31-78	Bar D Corp	Appleby	758	215
FC 175A	06-07-78	B.J. Cart et ux	Ellison	738	51
FC 176A	06-07-78	B. Fierce et vir	Ellison	738	53
FC 178A	03-04-80	A. Buckmaster	Ellison	834	105
FC 179A	03-04-80	E.D. Smith et ux	Ellison	834	103
FC 180A	03-04-80	L. Thomas et vir	Ellison	834	99
FC 181	04-05-76	L.H. Witwer	Helmerich & Payne	687	509
FC 182	07-26-77	I. Sears et ux	Helmerich & Payne	736	521
FC 183	08-03-77	L. Erwin	Helmerich & Payne	738	11
FC 184	03-17-78	P. Smith	Ellison	764	363
FC 184A	07-12-81	P. Smith	Ellison	899	795
FC 185	03-28-78	C. Kardokus Jr.	Ellison	763	615
FC 186	03-28-78	M. Kardokus	Ellison	763	617
FC 187	03-28-78	R. Penhallegon	Ellison	763	539
FC 188	03-28-78	Penn Royalty Co.	Ellison	763	541
FC 189	03-28-78	J.A. Kardokus	Ellison	763	547
FC 190	03-31-78	J.A. Wheeler	Appleby	763	545
FC 191	03-28-78	A.M. Harvey	Ellison	763	544
FC 192	03-31-81	M.B. Nicholas	Appleby	764	365
FC 193	03-28-78	A. Linn	Ellison	764	367
FC 194	03-28-78	G.T. McGehee	Appleby	764	369
FC 195	03-28-78	F. Kardokus	Ellison	764	371
FC 196	03-31-78	C.H. Davidson et ux	Appleby	758	219
FC 197	05-30-78	E.M. Lawson	Ellison	768	623
FC 198	06-30-78	L. & P.S. King	Ellison	805	401
FC 199	06-29-78	J.W. Glass et ux	Ellison	771	649
FC 200-1	05-10-78	M.A. Rosser et ux	Ellison	774	353
FC 200-2	05-10-78	M.A. Rosser et ux	Ellison	774	351
FC 200-3	05-10-78	M.A. Rosser et ux	Ellison	774	349
FC 201	07-15-78	J. & E. Page	Ellison	805	403
FC 204	08-09-78	Lasley 4-L Corp.	Ellison	795	409
FC 206	04-26-78	E. Kardokus	Ellison	763	549
FC 207	07-24-76	Home Stake Oil & Gas	Hood	695	685

## Description schedule of all Leases

Lease	Date	Lessor	Lessee	-Recorded-	
				Book	Page
C 208	07-09-76	Episcopal Royalty	Hood	696	41
C 209	07-24-76	Home Stake Royalty	Hood	695	687
FC 210	09-05-78	M. Kardokus	Ellison	781	199
FC 211	09-05-78	E.H. Johnson	Ellison	781	201
C 212	09-05-78	C. Kardokus	Ellison	782	19
FC 213	10-16-78	B. Brookes	Ellison & Appleby	805	365
FC 214	10-16-78	J. Romanoff	Ellison & Appleby	805	369
C 226	02-01-79	Panhandle Coop.	Ellison & Appleby	794	265
C 227	03-27-79	Robert L. Kerr	Ellison	822	427
FC 232	04-23-79	L.O. Clear et ux	Ellison & Appleby	801	57
FC 233	04-04-79	W.D. Van Dyke, III	Ellison	799	293
C 234	05-02-79	P.T. Williams	Ellison	801	677
FC 253	08-13-79	J.L. Garard, Jr.	Ellison	814	123
FC 255	01-10-80	Massey Farms Inc.	Ellison	826	387
C 256	02-07-80	R. Terhune et ux	Ellison	839	515
C 257	04-02-80	Bar Lazy B, Inc.	Kerr	835	415
FC 276	05-21-80	M.B. Smith, Exec.	Ellison	840	197
C 277	05-21-80	W.K. Day	Ellison	840	191
C 278	05-21-80	H.B. Keck	Ellison	840	200
FC 279	05-21-80	W.M. Keck, Jr.	Ellison	840	194
FC 280	05-21-80	R.M Jones, Exec.	Ellison	840	188
C 289	06-13-75	Heirs of Teonehe	Williams	770	197
FC 290	04-04-78	Heirs of M. Lee	Williams	770	225
FC 321	03-26-81	C.D. Stephenson et al		943	481
CC 1	02-19-82	J. Winton	Rose O/G Prop.	585	138
CC 2	02-19-82	W. Winton	Rose O/G Prop.	585	142
OCC 3	02-19-82	H. Winton	Rose O/G Prop.	585	140
CC 4	11-14-79	R.H. Hodge et ux	Veitch	513	17
CC 5	10-17-79	C.J. Winton	Veitch	512	464
OCC 6	10-17-79	R.A. Coleman	Veitch	512	468
OCC 7	10-17-79	W.L. Coleman	Veitch	512	466
CC 8	Distributed by Nytex/Anson Pursuant to OCC Order No. 270849				
CC 9	Distributed by Ports of Call Pursuant to OCC Order No. 191798				
MPA 1	11-01-82	C. Ellison	Appleby	1012	320
PA 2	11-01-82	B. Ellison	Appleby	1012	317
&P 1	Distributed by Helmerich & Payne Pursuant to OCC Order No. 148189				
H&P 2	Distributed by Helmerich & Payne Pursuant to OCC Order No. 264438				
H&P 3	Distributed by Helmerich & Payne Pursuant to OCC Order No. 264438				
55 A	04-01-81	C.A. Rogers, Atty.	Brown	911	55
556 A	05-23-80	Ok. Med. Research Found.	Veitch	845	557
357 A	-----	Mobil Oil Corp.	Samedan	---	---
04 J	-----	B.W. Lovelace	Samedan	---	---
04 K	-----	Colonial Royalties	Samedan	---	---
POC 1	05-21-80	Prospect Company	Goucher	---	---
OC 2	10-22-79	M.D. Yearwood	Quannah Co.	816	671
E 1	06-06-83	C. Ellison	M.P. Appleby	1090	675

## Description schedule of all Leases

Lease	Date	Lessor	Lessee	-Recorded-	
				Book	Page
RM 1	04-02-79	P. Daver et al	Williams Oil Co.	271	70
RM 2	04-02-79	A.C. Edwards	Williams Oil Co.	266	557
RM 3	04-02-79	J.H. Edwards	Williams Oil Co.	266	555
RM 4	04-02-79	S.B. Barnes	Williams Oil Co.	266	553
RM 5	04-02-79	M.E. Thach	Williams Oil Co.	266	551
RM 6	04-02-79	V.D. Edwards, Tr.	Williams Oil Co.	266	549
RM 7	04-02-79	A.C. Edwards, Tr.	Williams Oil Co.	266	545
RM 8	04-02-79	B.C.D. Edwards	Williams Oil Co.	266	543
RM 9	04-02-79	A.T. Edwards, Exec.	Williams Oil Co.	266	547

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

17081/tlr

DONALD R. PFEIFER, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 A.T.&T. INFORMATION SYSTEMS, )  
 INC.; UNIDEN CORPORATION )  
 (OF JAPAN); and UNIDEN )  
 CORPORATION OF AMERICA, )  
 )  
 Defendants. )

**FILED**

**MAR 16 1988**

No. 87-C-360-C

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

**ORDER OF DISMISSAL WITH PREJUDICE  
AS TO CLAIMS OF PLAINTIFF AGAINST DEFENDANTS**

NOW, on this 5th day of February, 1988, this matter comes on for consideration before the undersigned Judge of the United States District Court. The Court has for consideration the parties' Application for Order of Dismissal With Prejudice as to the claims and causes of action of Plaintiff, Donald R. Pfeifer, against the Defendants, and each of them.

The Court, being fully advised in the premises, finds that said Application should be and same is hereby granted.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that this cause is hereby dismissed with prejudice as to the Plaintiff's claims and causes of action against the Defendants.

IT IS FURTHER ORDERED that the Cross-Claim of Defendant, A.T.&T. Information Systems, Inc., against Defendant, Uniden Corporation of America, remain and proceed in accordance with the scheduling order previously entered herein.

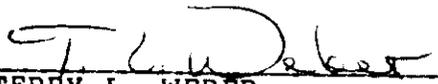
Each party is to bear its respective costs, attorney fees, and expenses incurred in the prosecution and defense of this action.

IT IS SO ORDERED.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM & CONTENT:

  
TERRY L. WEBER  
LaSorsa, Weber & Miles  
1608 S. Elwood  
Tulsa, OK 74119-4208  
918/583-1818

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918/584-3391

Attorney for Defendants  
Uniden Corp. (of Japan) and  
Uniden Corp. of America

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

FILED

MAR 12 1988

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

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

Case No. 87-C-191-C

STIPULATION OF DISMISSAL

Plaintiff Guess ?, Inc., and Defendant Randy's Silk Screening, Inc., hereby stipulate pursuant to Federal Rule of Civil Procedure 41(a)(1)ii) that Defendant Randy's Silk Screening, Inc. may be dismissed from the above-styled action with prejudice pursuant to the settlement entered into between the parties.

DATED this 14 day of March, 1988.

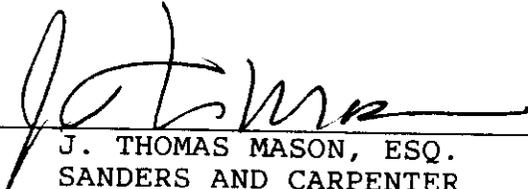
*G. Schilton*

ROY J. DAVIS, ESQ.  
GARY S. CHILTON, ESQ.

of

ANDREWS DAVIS LEGG BIXLER  
MILSTEN & MURRAH  
500 West Main  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 272-9241

ATTORNEYS FOR PLAINTIFF  
GUESS ?, INC.



---

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Denver Building  
624 South Denver  
Tulsa, Oklahoma 74119  
Attorneys for Defendant  
Randy's Silk Screening, Inc.

ATTORNEYS FOR DEFENDANT  
RANDY'S SILK SCREENING, INC.

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

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

Case No. 87-C-191-C

FILED

MAR 18 1988

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

STIPULATION OF DISMISSAL

Plaintiff Guess ?, Inc., and Defendant May's Drug Stores, Inc., hereby stipulate pursuant to Federal Rule of Civil Procedure 41(a)(1)ii) that Defendant May's Drug Stores, Inc. may be dismissed from the above-styled action with prejudice pursuant to the settlement entered into between the parties.

DATED this 14 day of March, 1988.

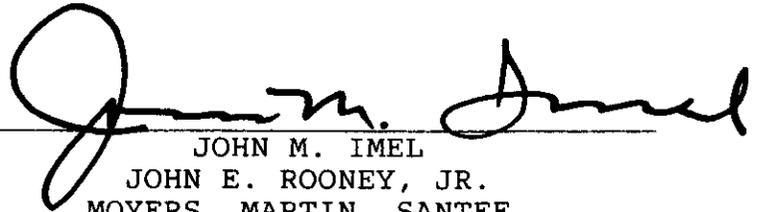
*G S Chilton*

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of

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ATTORNEYS FOR PLAINTIFF  
GUESS ?, INC.



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JOHN E. ROONEY, JR.  
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IMEL AND TETRICK  
320 South Boston Building  
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Tulsa, Oklahoma 74103

ATTORNEYS FOR DEFENDANT  
MAY'S DRUG STORES, INC.

8587L

noted

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

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

Case No. 87-C-191-C

FILED

MAR 23 1988

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

STIPULATION OF DISMISSAL

Plaintiff Guess ?, Inc., and Defendant The Sportsman Sporting Goods, Inc., hereby stipulate pursuant to Federal Rule of Civil Procedure 41(a)(1)ii) that Defendant The Sportsman Sporting Goods, Inc. may be dismissed from the above-styled action pursuant to the settlement entered into between the parties.

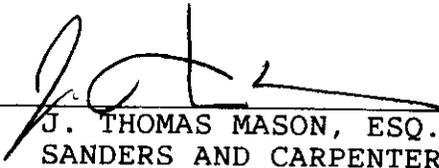
DATED this 14 day of March, 1988.

*G S Chilton*

ROY J. DAVIS, ESQ.  
GARY S. CHILTON, ESQ.

of  
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ATTORNEYS FOR PLAINTIFF  
GUESS ?, INC.



---

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Attorneys for Defendant  
Randy's Silk Screening, Inc.

ATTORNEYS FOR DEFENDANT  
THE SPORTSMAN SPORTING GOODS, INC.

8 5 8 5 L