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UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED 1988-11-14 33

SEP 15 1988 A

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

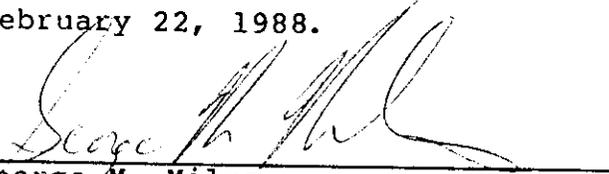
CHRISTOPHER DREW COOPER, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ROBERT WALDON MARTIN and THE )  
UNITED STATES OF AMERICA, )  
 )  
Defendants. )

Civil Action No. 88-C-180-C /

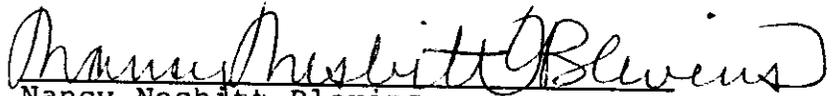
STIPULATION OF SETTLEMENT

COMES NOW the plaintiff, Christopher Drew Cooper, by his attorney, George M. Miles, and the defendant, United States of America, appearing by its attorney, Nancy Nesbitt Blevins, Assistant United States Attorney, and hereby stipulate and agree that the complaint of the plaintiff herein be settled upon the following terms and conditions. The defendant, United States of America, shall pay to Christopher Drew Cooper, and George M. Miles, attorney at law, the sum of \$1,887.34. Upon receipt of payment, the plaintiff, Christopher Drew Cooper, shall execute a written release of any and all claims which he has or may have against the defendant, United States of America, or Robert Waldon Martin, as a result of a certain automobile collision which occurred on January 28, 1987, at or near the 71st Street Bridge,

in Tulsa, Oklahoma. The Plaintiff shall dismiss with prejudice  
the complaint filed herein on February 22, 1988.



George M. Miles,  
Attorney for Plaintiff  
Christopher Drew Cooper



Nancy Nesbitt Blevins,  
Assistant U.S. Attorney  
Attorney for Defendant,  
United States of America

*Entered*

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

FEDERAL DEPOSIT INSURANCE )  
CORPORATION, in its )  
corporate capacity, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
COLT ENERGY, INC., )  
an Oklahoma corporation; and )  
BRUCE BONNETT, individually, )  
 )  
Defendants. )

SEP 15 1988

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

No. 87-C-1007-C

ORDER

Now before the Court for its consideration is the application of the plaintiff for attorney fees.

On May 4, 1988, this Court entered Journal Entry of Judgment in favor of plaintiff and against defendants on a promissory note and guaranty. Defendants did not contest entry of judgment in the amount of \$666,936.05. Plaintiff has applied for attorney fees in the amount of \$100,040.40, that being fifteen percent of the judgment amount. A provision in the promissory note sued upon permits recovery of attorney fees in such a percentage. Again, the defendants have not contested the motion.

It is the Order of the Court that the plaintiff is hereby granted attorney fees against the defendants in the amount of \$100,040.40.

IT IS SO ORDERED this 14<sup>th</sup> day of September, 1988.

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

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

ELMER PINKSTON, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 WARDEN CHAMPION, et al, )  
 )  
 Respondents. )

87-C-869-C

**F I L E D**

**SEP 15 1988**

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

ORDER

The Court has for consideration the Report and Recommendation of the Magistrate filed August 18, 1988 in which the Magistrate recommended that the Petition for Habeas Corpus Relief be dismissed for failure to exhaust state remedies.

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 Petition for Habeas Corpus Relief is dismissed for failure to exhaust state remedies.

Dated this 15 day of Sept, 1988.

  
H. DALE COOK, CHIEF  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 FOURTEEN THOUSAND FIVE HUNDRED )  
 DOLLARS (\$14,500.00) IN )  
 UNITED STATES CURRENCY, )  
 )  
 Defendant-in-Rem. )

**FILED**  
**SEP 15 1988**

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

CIVIL ACTION NO. 87-C-214-C

JUDGMENT OF FORFEITURE

The cause having come before this Court upon Plaintiff's Application and being otherwise fully apprised in the premises, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant, Fourteen Thousand Five Hundred Dollars (\$14,500.00) in United States Currency, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America for disposition according to law.

*(Signature)*

**H. DALE COOK, CHIEF**  
**UNITED STATES DISTRICT JUDGE**

APPROVED:

UNITED STATES OF AMERICA

TONY M. GRAHAM  
United States Attorney

*(Signature)*  
CATHERINE J. DEPEW  
Assistant United States Attorney

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

FORD MOTOR CREDIT COMPANY, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MARK DORRIS; CLIFF RICHARDSON; )  
 SUSAN FOWLER; MITTYE NEELY and; )  
 JAN NEELY; each individually, )  
 jointly and d/b/a ARROW )  
 FINANCIAL SERVICES; )  
 COMMUNICATION FEDERAL CREDIT )  
 UNION; SHELLI K. WILTSHIRE; )  
 JOHN T. SMITH; )  
 JERRY W. DYKES, )  
 LOYD H. McDANIEL and )  
 TERRY C. McDANIEL, individuals; )  
 )  
 Defendants. )

No. 88-C-975-B ✓

FILED

SEP 15 1988

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

ORDER OF PERMANENT INJUNCTION

UPON the agreement of the parties to a stipulated Order for Injunction, it is by this Court, this 15<sup>th</sup> day of September, 1988,

ORDERED that the Defendants, Mark Dorris, Cliff Richardson, a/k/a Cliff Richison, Susan Fowler, Mittyne Neely, a/k/a Mittyne Neeley, each individually, jointly and/or d/b/a Arrow Financial Services, their agents, servants, employees or any of them, and all parties acting in concert or participation with them or any of them are hereby enjoined from engaging in:

1. The sale, brokering, exchanging, renting (leasing), renting with option to purchase, offering or attempting to offer to negotiate a sale or exchange of an interest in used motor vehicles, whether such motor vehicles are owned by such person without first obtaining a license therefore as may be provided by

the laws of the State of Oklahoma (Okla. Stat. tit. 47, §581 et seq.).

2. Selling, providing, performing or representing that he/she can or will sell, provide or perform in return for the payment of money or other consideration any of the following services:

- a. Improving a person's credit rating, record or history;
- b. Obtaining extension of credit for the seller/buyer, lessor/lessee, bailer/bailee of automobiles; or
- c. Providing advice or assistance in regards to subparagraphs (a) and (b) of this paragraph, or of any other act in violation of Okla. Stat. tit. 24, §131 et seq.

3. Inducing any person to enter into any contract of sale, rental, lease, bailment, bailment with option to purchase, the purpose of which is to induce such person to part with possession of his or her vehicle in exchange for the promise of assuming retail installment loan payments or insurance payments either directly or indirectly through third persons or by any person acting in concert or participation with them, and the purpose of which is to cause the transfer of possession or ownership of vehicles to third persons directly or indirectly under any form of agreement whereby the third person directly or indirectly agrees to assume, make or pay retail installment loan payments or insurance payments to, for or on behalf of any of the aforementioned Defendants or the original owners of such vehicles.

4. To enter into any agreement with any person as lessee/buyer/bailee, the purpose of which is to grant to such

lessee/bailee/buyer the permissive use of any vehicle owned by others and not owned by the Defendants.

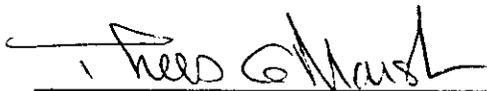
5. To require any payment of a commission, bailment fee, rental fee, finders fee or any other form of fee or charge by a third person (not the original owner of the vehicle) in order to compensate for the use, lease, sale, bailment, transfer or possession of any motor vehicle not owned by any of the aforementioned Defendants.

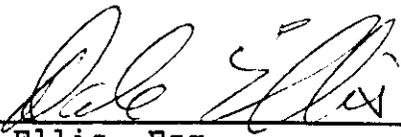
6. From inducing or causing any person to default on retail installment loan payments or insurance payments due to insurance companies, financial institutions, credit companies, state and national savings and banking associations on vehicles (cars/trucks) secured to them who hold or retain a security interest or lien on such vehicle

Dated at Tulsa, Oklahoma, September 15<sup>th</sup>, 1988.

  
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY:

  
Thomas G. Marsh (OBA #5706)  
MARSH, ROBERTS, MARRS,  
SHACKLETT & FEARS, P.C.  
606 ONEOK Plaza  
100 West Fifth  
Tulsa, Oklahoma 74103  
(918) 587-0141  
Attorneys for Plaintiff, Ford  
Motor Credit Company



---

Dale Ellis, Esq.

KNOWLES, KING & SMITH

603 Expressway Tower

2431 East 51st Street

Tulsa, Oklahoma 74105

(918) 749-5566

Attorneys for Defendants,

Mark Dorris, Cliff

Richardson, a/k/a Cliff

Richison, Susan Fowler,

Mitty Neely, a/k/a

Mitty Neeley, each  
individually, jointly

and d/b/a Arrow

Financial Services

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ALVIN LEEROY BURNS a/k/a ALVIN  
BURNS a/k/a ALVIN L. BURNS;  
JUDITH ANN BURNS a/k/a  
JUDY BURNS; BRIERCROFT SERVICE  
CORPORATION; COUNTY TREASURER,  
Washington County, Oklahoma;  
BOARD OF COUNTY COMMISSIONERS,  
Washington County, Oklahoma,  
BARTLESVILLE DISTRICT BELL  
FEDERAL CREDIT UNION,

Defendants.

FILED

SEP 15 1988

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

CIVIL ACTION NO. 87-C-791-C

DEFICIENCY JUDGMENT

Now on this 15 day of Sept, 1988, there came on for hearing the Motion of the Plaintiff United States of America for leave to enter a Deficiency Judgment herein, said Motion being filed on the 2nd day of September, 1988, and a copy of said Motion being mailed to Alvin Leeroy Burns a/k/a Alvin Burns a/k/a Alvin L. Burns and Judith Ann Burns a/k/a Judy Burns, Route 1, Box 188, Dewey, Oklahoma 74029, and all counsel of record. The Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, appeared by Tony M. Graham, United States Attorney for the Northern District of Oklahoma through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendants, Alvin Leeroy Burns a/k/a Alvin Burns a/k/a Alvin L. Burns and Judith Ann Burns a/k/a Judy Burns, appeared neither in person nor by counsel.

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on February 1, 1988, in favor of the Plaintiff United States of America, and against the Defendants, Alvin Leeroy Burns a/k/a Alvin Burns a/k/a Alvin L. Burns and Judith Ann Burns a/k/a Judy Burns, with interest and costs to date of sale is \$52,289.46.

The Court further finds that the appraised value of the real property at the time of sale was \$33,120.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered February 1, 1988, for the sum of \$30,000.00 which is less than the market value.

The Court further finds that the said Marshal's sale was confirmed pursuant to the Order of this Court on the 19th day of August, 1988.

The Court further finds that the Plaintiff, United States of America on behalf of the Administrator of Veterans Affairs, is accordingly entitled to a deficiency judgment against the Defendants, Alvin Leeroy Burns a/k/a Alvin Burns a/k/a Alvin L. Burns and Judith Ann Burns a/k/a Judy Burns, as follows:

Principal Balance as of 02/01/88	\$40,684.33
Interest	10,351.81
Late Charges to Date of Judgment	323.68
Appraisal by Agency	175.00
Management Broker Fees to Date of Sale	360.00
Abstracting	198.40
1987 Taxes	<u>196.24</u>
TOTAL	\$52,289.46
Less Credit of Appraised Value	- <u>33,120.00</u>
DEFICIENCY	\$19,169.46

plus interest on said deficiency judgment at the legal rate of \_\_\_\_\_ percent per annum from date of deficiency judgment until paid; said deficiency being the difference between the amount of Judgment rendered herein and the appraised value of the property herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the United States of America on behalf of the Administrator of Veterans Affairs have and recover from Defendants, Alvin Leeroy Burns a/k/a Alvin Burns a/k/a Alvin L. Burns and Judith Ann Burns a/k/a Judy Burns, a deficiency judgment in the amount of \$19,169.46, plus interest at the legal rate of 8.32 percent per annum on said deficiency judgment from date of judgment until paid.

(Signed) H. Dale Cook

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

NNB/css

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 15 1988

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 RUSSELL CREEK COAL COMPANY, )  
 )  
 Defendant. )

Civil Action No. 87-C-1058-C

AGREED JUDGMENT

This matter comes on for consideration this 15 day of Sept, 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, Russell Creek Coal Company, appearing by Thomas Crossett, President of Russell Creek Coal Company.

The Court, being fully advised, having examined the file herein, and having examined a copy of the fully executed settlement agreement submitted with this Agreed Judgment finds that the Plaintiff validly issued notices of violation (NOV) Nos. 84-3-257-7, 84-3-73-5, 85-3-6-7, and 85-3-6-8, and cessation orders (CO) Nos. 84-3-257-2, 84-3-257-3, 85-3-6-8, and 85-3-6-9. The Court further finds that the Defendant has agreed to perform the remedial actions required by said NOV's and CO's in accordance with the attached Settlement Agreement and in conformance with applicable regulatory requirements and to the reasonable satisfaction of an authorized representative of the Secretary. The Court further finds that the Defendant has agreed to cease the conducting of any further surface coal mining and reclamation operations in the United States, except such

reclamation operations as are necessary to comply with the terms of the settlement agreement. The Court further finds that the Defendant has agreed to post a bond in a sum sufficient to guarantee performance of the reclamation and the parties agree that the posting of a bond as described in the attached Settlement Agreement is a sum sufficient to guarantee performance of the reclamation required.

It is therefore ORDERED, Adjudged and Decreed that the Plaintiff have and recover judgment against the Defendant and in this regard it is ORDERED that the Defendant perform the remedial reclamation work required by the NOV's and CO's as set forth in the attached Settlement Agreement and in conformance with applicable regulatory requirements and to the reasonable satisfaction of an authorized representative of the Secretary. It is further ORDERED that the Defendant is permanently enjoined from conducting any further surface coal mining and reclamation operations in the United States, except such reclamation operations as are necessary to comply with the terms of the Settlement Agreement. It is further ORDERED that the Defendant is required to post a bond in a sum equal to that agreed to by the parties in the attached Settlement Agreement which is adjudged sufficient to guarantee performance of the reclamation.

It is further ORDERED that each party shall bear its own costs and attorney's fees in regard to this case.

(Signed) H. Dale Cook

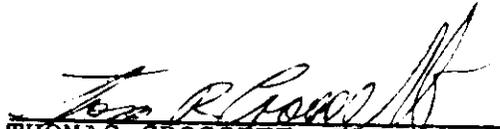
UNITED STATES DISTRICT JUDGE

APPROVED:



PHIL PINNELL

Assistant United States Attorney



THOMAS CROSSETT, PRESIDENT

Russell Creek Coal Company

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

MICHAEL O'BRIEN and  
MERRILL LYNCH RELOCATION  
MANAGEMENT, INC.,

Plaintiffs,

vs.

HODGES MOVING & STORAGE CO.;  
HASTY BRUMMETT TRANSFER, INC.;  
SAUNDRA MOORE;

Defendants.

FILED

SEP 15 1988

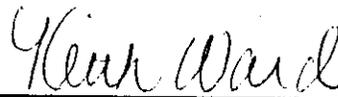
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

Case No. 87-C-207-C

STIPULATION FOR DISMISSAL

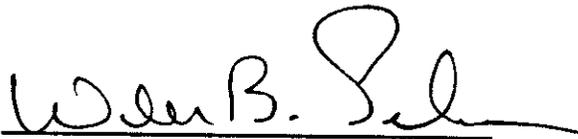
Pursuant to FED. R. Civ. P. 41(a)(1), the parties hereby stipulate that the above-captioned action be dismissed with prejudice to its refiling.

TILLY & WARD



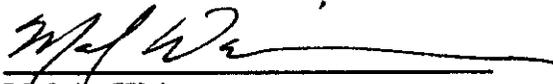
Keith Ward  
Attorney for Merrill Lynch  
Relocation Management, Inc.  
and for Michael O'Brien

RHODES, HIERONYMUS ET AL.



William B. Selman  
Attorney for Hodges Moving and  
Storage Co.

**SECRET & HILL**

A handwritten signature in cursive script, appearing to read 'Melvin Weiman', written over a horizontal line.

**Melvin Weiman**  
**Attorney for Hasty Brummett**  
**Transfer, Inc.**

**HARTFORD LEGAL ASSOCIATES**

A handwritten signature in cursive script, appearing to read 'Davis Carson', written over a horizontal line.

**Davis Carson**  
**Attorney for Sandra Moore**

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

SEP 15 1988

JAMES H. COLEMAN  
CLERK  
U.S. DISTRICT COURT

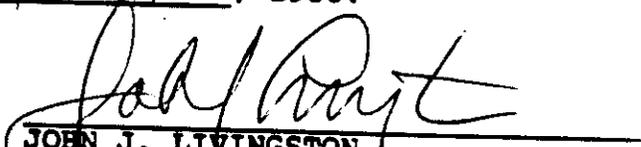
WILLIAM F. WATTS, JR.,  
Plaintiff,  
v.  
AVAZAR ASSOCIATES, INTEGRATED  
RESOURCES, INC., INTEGRATED  
RESOURCES EQUITY CORPORATION,  
METEC ASSOCIATES LIMITED  
PARTNERSHIP, ZAR CORPORATION  
and PARTNERS ONE THROUGH  
TWENTY-FIVE, INCLUSIVE,  
Defendants.

No. 88-C-845-E

NOTICE OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a)(1)(i), Plaintiff, William F. Watts,  
hereby dismisses this action, with prejudice to the refiling  
thereof.

DATED this 13<sup>th</sup> day of September, 1988.



JOHN J. LIVINGSTON  
525 South Main Street  
Suite 1130  
Tulsa, Oklahoma 74103  
(918) 582-1812

ATTORNEY FOR PLAINTIFF,  
WILLIAM F. WATTS

CERTIFICATE OF MAILING

I hereby certify that on the 13th day of September, 1988, a true, correct and exact copy of the above and foregoing instrument was mailed to Richard B. Noulles, of Gable & Gotwals, 2000 Fourth National Bank Building, Tulsa, Oklahoma 74119, Attorney for Defendants herein, with proper postage thereon fully prepaid.

---

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

WILLIAM DAVIS; COUNTY TREASURER,  
Tulsa County, Oklahoma; and  
BOARD OF COUNTY COMMISSIONERS,  
Tulsa County, Oklahoma,  
Defendants.

FILED

SEP 15 1988

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

CIVIL ACTION NO. 88-C-642-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15 day  
of September, 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; and the Defendant, William  
Davis, appears not, but makes default.

The Court being fully advised and having examined the  
file herein finds that the Defendant, William Davis, acknowledged  
receipt of Summons and Complaint on August 3, 1988; that  
Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged  
receipt of Summons and Complaint on July 25, 1988; and that  
Defendant, Board of County Commissioners, Tulsa County, Oklahoma,  
acknowledged receipt of Summons and Complaint on July 15, 1988.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on August 3, 1988; and that the Defendant, William Davis, has failed to answer and his 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 Eighteen (18), Block One (1), CHANDLER-FRATES THIRD ADDITION, a subdivision in Tulsa County, State of Oklahoma, according to the recorded plat thereof.

The Court further finds that on August 21, 1985, the Defendant, William Davis, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, his mortgage note in the amount of \$27,500.00, payable in monthly installments, with interest thereon at the rate of eleven and one-half percent (11.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendant, William Davis, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated August 21, 1985, covering the above-described property. Said mortgage was recorded on August 23, 1985, in Book 4886, Page 1843, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, William Davis, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, William Davis, is indebted to the Plaintiff in the principal sum of \$27,551.75, plus interest at the rate of 11.5 percent per annum from June 1, 1988 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 personal property taxes in the amount of \$2.00 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, William Davis, in the principal sum of \$27,551.75, plus interest at the rate of 11.5 percent per annum from June 1, 1988 until judgment, plus interest thereafter at the current legal rate of 8.32 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 \$2.00 for personal property taxes for the year of 1987, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the 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 Defendant, William Davis, 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 Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$2.00, 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. )  
 )  
TOMMY LEE EDMONSON; G.S.S.L., )  
INC., formerly known as MERRILL )  
LYNCH MORTGAGE CORPORATION; )  
COUNTY TREASURER, Tulsa County, )  
Oklahoma; and BOARD OF COUNTY )  
COMMISSIONERS, Tulsa County, )  
Oklahoma, )  
 )  
Defendants. )

**FILED**

SEP 15 1988

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

CIVIL ACTION NO. 88-C-368-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15 day  
of September, 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; and the Defendants, Tommy Lee  
Edmonson and G.S.S.L., Inc., formerly known as Merrill Lynch  
Mortgage Corporation, appear not, but make default.

The Court being fully advised and having examined the  
file herein finds that the Defendant, Tommy Lee Edmonson, was  
served with Summons and Complaint on August 8, 1988; that the  
Defendant, G.S.S.L., Inc., formerly known as Merrill Lynch  
Mortgage Corporation, was served with Summons and Complaint on

July 27, 1988; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on or about April 29, 1988; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on April 28, 1988.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on May 16, 1988; and that the Defendants, Tommy Lee Edmonson and G.S.S.L., Inc., formerly known as Merrill Lynch Mortgage Corporation, 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 Four (4), in Block Two (2), NORTHGATE ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof.

The Court further finds that on May 9, 1975, the Defendant, Tommy Lee Edmonson, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, his mortgage note in the amount of \$14,000.00, 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 Defendant, Tommy Lee Edmonson, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated May 9, 1975, covering the above-described property. Said mortgage was recorded on May 12, 1975, in Book 4164, Page 1501, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Tommy Lee Edmonson, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Tommy Lee Edmonson, is indebted to the Plaintiff in the principal sum of \$12,598.95, plus interest at the rate of 8.5 percent per annum from October 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, Tulsa County, Oklahoma, claim no right, title, or interest in the subject real property.

The Court further finds that the Defendant, G.S.S.L., Inc., formerly known as Merrill Lynch Mortgage Corporation, is in default and has 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 Defendant, Tommy Lee

Edmonson, in the principal sum of \$12,598.95, plus interest at the rate of 8.5 percent per annum from October 1, 1987 until judgment, plus interest thereafter at the current legal rate of 8.32 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, and G.S.S.L., Inc., formerly known as Merrill Lynch Mortgage Corporation, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Tommy Lee Edmonson, 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 without appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

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

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

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

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

NNB/css

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

COMMODITY FUTURES TRADING COMMISSION, )

Plaintiff, )

v. )

No. 88-C-318-B ✓

THOMAS N. HALL, individually and d/b/a )  
MARKET EXCHANGE INDEX LTD., )

THD, INCORPORATED, an Oklahoma )  
corporation, and NOEL L. WELSH, )  
individually and d/b/a WELSH )  
ENTERPRISES, and MARKET EXCHANGE )  
INDEX, a partnership, )

Defendants. )

**FILED**

**SEP 14 1988**

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

O R D E R

This matter comes before the Court on Defendant Thomas N. Hall's motions for the payment of \$24,353.69 in attorney fees and for living expenses for the month of September 1988. Oral arguments were heard September 14, 1988. Counsel for all parties declined to put on evidence.

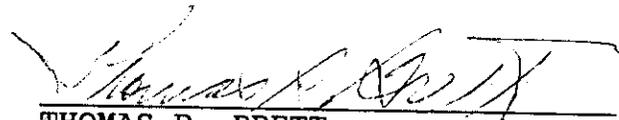
As was announced at the hearing, the motion for \$2,300.00 living expenses for the month of September is sustained.

The Court also sustains the motion for \$24,353.69 for attorney's fees. Plaintiff argued the \$150.00 hourly rate charged by defense counsel should be lowered not because it is unreasonable but because the estate has limited funds with which to compensate alleged victims. Counsel also argued that funds should be released to defense counsel only for billings concerning this action and no other. The Court rejects both arguments. The Court finds the rate reasonable and the motion is sustained.

The receiver is directed to liquidate the estate for these purposes.

Also before the Court is Defendant Hall's motion to stay this proceeding pending any criminal action to be filed against him in the future. At this point, no criminal action has been instituted and there is no evidence of any official criminal investigation. Defendant Hall will certainly be afforded all Fifth Amendment self-incrimination protections in this action. The motion is therefore overruled.

DATED this 11<sup>th</sup> day of September, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ANTHONY P. LAUCHNER; SUSAN )  
 SWINNEY LAUCHNER; PAUL A. )  
 LOPEZ; JEAN LOPEZ; COUNTY )  
 TREASURER, Tulsa County, )  
 Oklahoma; and BOARD OF COUNTY )  
 COMMISSIONERS, Tulsa County, )  
 Oklahoma, )  
 )  
 Defendants. )

**FILED**

**SEP 14 1988**

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

CIVIL ACTION NO. 87-C-607-B

O R D E R

NOW, on this 14 day of September, 1988, there came on for consideration the Motion of the United States to amend the Judgment of Foreclosure previously entered herein on April 11, 1988. The Court finds said Motion is well taken.

NOW, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Judgment of Foreclosure previously entered herein on April 11, 1988, be and the same is hereby amended by deleting the words, "with appraisalment," appearing in the fourth paragraph on page five of the Judgment and inserting in lieu thereof the words, "without appraisalment."

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

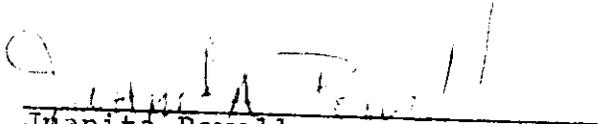
IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUANITA POWELL,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 88-C-83-B
	)	
EQUIFAX SERVICES, INC.,	)	
	)	
Defendant.	)	

DISMISSAL WITHOUT PREJUDICE

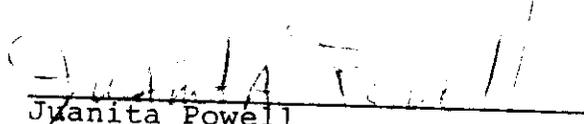
Plaintiff, Juanita Powell, hereby dismisses this matter without prejudice.

DATED this 14 day of September, 1988.

  
 \_\_\_\_\_  
 Juanita Powell

CERTIFICATE OF DELIVERY

The undersigned hereby certifies that on the 14 day of September, 1988, a true and correct copy of the above and foregoing Dismissal Without Prejudice was hand delivered to Kathy R. Neal, attorney for Defendant.

  
 \_\_\_\_\_  
 Juanita Powell

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )

Plaintiff, )

vs. )

JIMMIE DON LOVELL; PATSY RUTH )  
LOVELL n/k/a PATSY RUTH RUSSELL; )  
COUNTY TREASURER, Creek County, )  
Oklahoma; and BOARD OF COUNTY )  
COMMISSIONERS, Creek County, )  
Oklahoma, )

Defendants. )

**FILED**

**SEP 14 1988**

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

CIVIL ACTION NO. 88-C-0051-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 14 day  
of Sept, 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, Creek County,  
Oklahoma, and Board of County Commissioners, Creek County,  
Oklahoma, appear by Wesley R. Thompson, Assistant District  
Attorney, Creek County, Oklahoma; the Defendant, Patsy Ruth  
Lovell n/k/a Patsy Ruth Russell, appears by her attorney  
Richard A. Woolery; and the Defendant, Jimmie Don Lovell, appears  
not, but makes default.

The Court being fully advised and having examined the  
file herein finds that Defendant, Patsy Ruth Lovell n/k/a Patsy  
Ruth Russell, acknowledged receipt of Summons and Complaint on  
February 22, 1988; that Defendant, County Treasurer, Creek County,  
Oklahoma, acknowledged receipt of Summons and Complaint on

January 22, 1988; and that Defendant, Board of County Commissioners, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on January 21, 1988.

The Court further finds that the Defendant, Jimmie Don Lovell, was served by publishing notice of this action in the Sapulpa Legal News, a newspaper of general circulation in Creek County, Oklahoma, once a week for six (6) consecutive weeks beginning June 9, 1988, and continuing to July 14, 1988, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c). Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendant, Jimmie Don Lovell, and service cannot be made upon said Defendant within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendant without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known address of the Defendant, Jimmie Don Lovell. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant

United States Attorney, fully exercised due diligence in ascertaining the true name and identity of the party served by publication with respect to his present or last known place of residence and/or mailing address. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as the subject matter and the Defendant served by publication.

It appears that the Defendants, County Treasurer, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, filed their Answer herein on February 5, 1988; that the Defendant, Patsy Ruth Lovell n/k/a Patsy Ruth Russell, filed her Answer herein on March 3, 1988; and that the Defendant, Jimmie Don Lovell, has failed to answer and his default has therefore been entered by the Clerk of this Court.

The Court further finds that Patsy Ruth Lovell is now known as Patsy Ruth Russell.

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:

A tract of land in the Southwest Quarter (SW/4) of Section 24, Township 17 North, Range 10 East, described as follows: BEGINNING at a point 1623 feet North and 783 feet East of the SW Corner of said Section 24, thence South 53° 42' East a distance of 208.71 feet; thence South 44° 18' West a distance of 66 feet; thence South 46° 42' East a distance of 417.42 feet to the point of beginning; thence South

46° 42' East a distance of 208.71 feet; thence South 44° 18' West a distance of 208.71 feet; thence North 46° 42' West a distance of 208.71 feet; thence North 44° 18' East a distance of 208.71 feet to the point of beginning in Creek County, State of Oklahoma, according to the United States Government Survey thereof.

The Court further finds that on January 25, 1980, Jimmie Don Lovell and Patsy Ruth Lovell 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 \$25,200.00, payable in monthly installments, with interest thereon at the rate of eleven and one-half percent (11.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Jimmie Don Lovell and Patsy Ruth Lovell executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated January 25, 1980, covering the above-described property. Said mortgage was recorded on January 30, 1980, in Book 80, Page 1719, in the records of Creek County, Oklahoma.

The Court further finds that the Defendants, Jimmie Don Lovell and Patsy Ruth Lovell n/k/a Patsy Ruth Russell, 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, Jimmie Don Lovell and Patsy Ruth Lovell n/k/a Patsy Ruth Russell, are indebted to the Plaintiff in the principal sum of \$24,725.15, plus interest at the rate of 11.5

percent per annum from September 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, have a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$275.30, plus penalties and interest, for the year of 1987. Said lien is superior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Jimmie Don Lovell in rem and Defendant, Patsy Ruth Lovell n/k/a Patsy Ruth Russell in personam, in the principal sum of \$24,725.15, plus interest at the rate of 11.5 percent per annum from September 1, 1986 until judgment, plus interest thereafter at the current legal rate of 8.32 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 in the amount of \$275.30, 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 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 Defendants, County Treasurer and Board of County Commissioners, Creek County, Oklahoma, in the amount of \$275.30, 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.

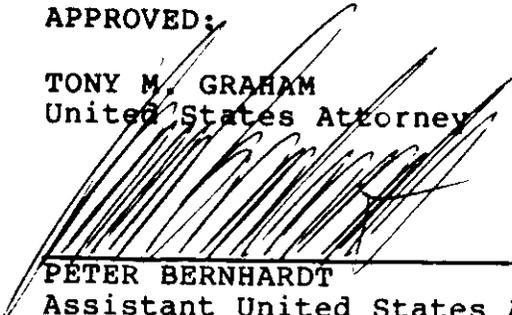
(Signed) M. Dale Cook

---

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney



---

PETER BERNHARDT  
Assistant United States Attorney



---

RICHARD A. WOOLERY  
Attorney for Defendant,  
Patsy Ruth Lovell  
n/k/a Patsy Ruth Russell



---

WESLEY R. THOMPSON  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Creek County, Oklahoma

PB/css



FILED

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

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

CHAD STITES, d/b/a CHADCO REALTY CO., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 SOUTHWESTERN BELL MEDIA, INC., )  
 )  
 Defendant. )

No. 87-C-1082-E

ORDER OF DISMISSAL

This matter comes before the Court on the Stipulation of Dismissal of the parties in this action. The Court finds this matter should be and is hereby ordered dismissed with prejudice to the refiling thereof.

**S/ JAMES O. ELLISON**

UNITED STATES DISTRICT JUDGE

FILED

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

DEAN MARTIN, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JOHN W. KLAHR, )  
 )  
 Defendant. )

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

87-C-992-E

ORDER

The court has for consideration the Summary Report and Recommendation of the Magistrate filed August 11, 1988, in which the Magistrate recommended that plaintiff's Motion to Dismiss Appeal be granted. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that plaintiff's Motion to Dismiss Appeal is granted.

Dated this 19<sup>th</sup> day of September, 1988.

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



FILED

GLH/LAL/ta  
08/12/88

12 13 1988

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

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

BOBBY LEE BAUER, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	No. 87-C-66-E - 01
	)	- 02
ARMSTRONG WORLD INDUSTRIES, INC., et al.,	)	- 03
	)	- 04
Defendants.	)	- 05
	)	- 06

ORDER OF DISMISSAL

NOW on this 13<sup>th</sup> day of ~~August~~ Sept, 1988, the Court has for its consideration the Stipulation for Dismissal jointly filed in the above-styled and numbered cause by the Plaintiffs, and the Defendant Hollow Center Packing Co., a corporation. Based upon the representations and request of these parties as set forth in the foregoing stipulation, it is

ORDERED that Plaintiffs' Complaint and claims for relief against the Defendant Hollow Center Packing Co., a corporation, be and the same are hereby dismissed without prejudice. It is further

ORDERED that each party shall bear its own costs.

  
U.S. DISTRICT JUDGE

APPROVED AS TO FORM:

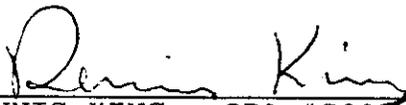
LAW OFFICES OF  
JOHN W. NORMAN INCORPORATED  
ATTORNEYS FOR PLAINTIFFS



---

GINA E. MENDRYX - OBA #10330  
JOHN W. NORMAN - OBA #6699  
Renaissance Centre East  
127 N.W. 10th  
Oklahoma City, OK 73103-4903  
405/272-0200

KNOWLES, KING & SMITH  
ATTORNEYS FOR DEFENDANT HOLLOW  
CENTER PACKING CO.



---

DENNIS KING - OBA #5028  
603 Expressway Tower  
2431 E. 51st Street  
Tulsa, OK 74105

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

FILED

SEP 13 1993

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

CONCEPTS IN CONCRETE, INC., )  
an Oklahoma Corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
CUSTOM ARCH CO., INC., )  
an Arizona Corporation, )  
 )  
Defendant. )

No. 88 C 860 B

NOTICE OF DISMISSAL PURSUANT TO RULE 41 F.R.C.P.

Comes now the Plaintiff, and pursuant to Rule 41, F.R.C.P., gives notice of dismissal of the above entitled action, no responsive pleading or Motion For Summary Judgment having been filed by the Defendant, to the Plaintiff's Complaint.

MALLOY & ELDER

By: \_\_\_\_\_  
James R. Elder OBA# 2660  
1924 S. Utica - Suite 820  
Tulsa, Oklahoma 74104  
918-749-6692  
Attorneys for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that I caused a true and correct copy of the above and foregoing instrument to be attached to the Complaint and Summons for service upon the Defendant, Custom Arch Company, Inc., and its registered service agent, Greg Wilson, by certified mail, return receipt requested.

\_\_\_\_\_  
James R. Elder

FILED

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

SEP 1 1988

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

UNITED STATES OF AMERICA,	)	
	)	Case Nos. 86-C-173-E
Plaintiff,	)	86-C-174-E
	)	86-C-175-E
vs.	)	86-C-176-E
	)	86-C-177-E
ONE CARRIER KING LOW-BOY FLAT	)	86-C-178-E
BED TRAILER, SERIAL NO.	)	86-C-332-E
4033N0, <u>et al.</u> ,	)	(Consolidated)
	)	
Defendants.	)	

JUDGMENT OF FORFEITURE

Pursuant to the Order of the Court entered herein on August 23, 1988, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant property, more particularly described in Exhibit "A" hereto, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America.

/s/ JAMES O. FLYNN

UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

1. One Yellow Carrier King Low-Boy, Flat Bed Trailer,  
Serial Number 4033NO.
2. One Black 1973 Cadillac Fleetwood Limousine  
VIN 653B30137300.
3. One White 1973 Cadillac El Dorado  
VIN 6647530408475.
4. One Black 1977 Cadillac Fleetwood Limousine  
Serial Number 6533570232065.
5. One 1979 Green Jeep Golden Eagle  
VIN J9M93EC844564.
6. One 1976 orange/white White Freight Cabover  
VIN CA213HL122354.
7. One 1974 Case 450 III Tractor  
VIN 450-378.

FILED

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

SEP 1 1988

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

UNITED STATES OF AMERICA,	)	
	)	Case Nos. 86-C-173-E
Plaintiff,	)	86-C-174-E
	)	86-C-175-E
vs.	)	86-C-176-E
	)	86-C-177-E
ONE CARRIER KING LOW-BOY FLAT	)	86-C-178-E
BED TRAILER, SERIAL NO.	)	86-C-332-E
4033N0, <u>et al.</u> ,	)	(Consolidated)
	)	
Defendants.	)	

JUDGMENT OF FORFEITURE

Pursuant to the Order of the Court entered herein on August 23, 1988, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant property, more particularly described in Exhibit "A" hereto, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America.

*s/* JAMES O. FLYNN

UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

1. One Yellow Carrier King Low-Boy, Flat Bed Trailer,  
Serial Number 4033NO.
2. One Black 1973 Cadillac Fleetwood Limousine  
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3. One White 1973 Cadillac El Dorado  
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Serial Number 6533570232065.
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VIN J9M93EC844564.
6. One 1976 orange/white White Freight Cabover  
VIN CA213HL122354.
7. One 1974 Case 450 III Trator  
VIN 450-378.

FILED

SEP 1 1988

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA,	)	
	)	Case Nos. 86-C-173-E
Plaintiff,	)	86-C-174-E
	)	86-C-175-E
vs.	)	86-C-176-E
	)	86-C-177-E
ONE CARRIER KING LOW-BOY FLAT	)	86-C-178-E
BED TRAILER, SERIAL NO.	)	86-C-332-E
4033N0, <u>et al.</u> ,	)	(Consolidated)
	)	
Defendants.	)	

JUDGMENT OF FORFEITURE

Pursuant to the Order of the Court entered herein on August 23, 1988, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant property, more particularly described in Exhibit "A" hereto, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America.

*/s/* JAMES O. ELSON

UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

1. One Yellow Carrier King Low-Boy, Flat Bed Trailer,  
Serial Number 4033NO.
2. One Black 1973 Cadillac Fleetwood Limousine  
VIN 653B30137300.
3. One White 1973 Cadillac El Dorado  
VIN 6647530408475.
4. One Black 1977 Cadillac Fleetwood Limousine  
Serial Number 6533570232065.
5. One 1979 Green Jeep Golden Eagle  
VIN J9M93EC844564.
6. One 1976 orange/white White Freight Cabover  
VIN CA213HL122354.
7. One 1974 Case 450 III Tractor  
VIN 450-378.

FILED

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

SEP 1 1988

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

UNITED STATES OF AMERICA,	)	
	)	Case Nos. 86-C-173-E
Plaintiff,	)	86-C-174-E
	)	86-C-175-E
vs.	)	86-C-176-E
	)	86-C-177-E
ONE CARRIER KING LOW-BOY FLAT	)	86-C-178-E
BED TRAILER, SERIAL NO.	)	86-C-332-E
4033NO, <u>et al.</u> ,	)	(Consolidated)
	)	
Defendants.	)	

JUDGMENT OF FORFEITURE

Pursuant to the Order of the Court entered herein on August 23, 1988, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant property, more particularly described in Exhibit "A" hereto, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America.

*/s/* JAMES O. FLYNN

UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

1. One Yellow Carrier King Low-Boy, Flat Bed Trailer,  
Serial Number 4033NO.
2. One Black 1973 Cadillac Fleetwood Limousine  
VIN 653B30137300.
3. One White 1973 Cadillac El Dorado  
VIN 6647530408475.
4. One Black 1977 Cadillac Fleetwood Limousine  
Serial Number 6533570232065.
5. One 1979 Green Jeep Golden Eagle  
VIN J9M93EC844564.
6. One 1976 orange/white White Freight Cabover  
VIN CA213HL122354.
7. One 1974 Case 450 III Trator  
VIN 450-378.

FILED

SEP 14 1988

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA,	)	
	)	Case Nos. 86-C-173-E
Plaintiff,	)	86-C-174-E
	)	86-C-175-E
vs.	)	86-C-176-E
	)	86-C-177-E
ONE CARRIER KING LOW-BOY FLAT	)	86-C-178-E
BED TRAILER, SERIAL NO.	)	86-C-332-E
4033N0, <u>et al.</u> ,	)	(Consolidated)
	)	
Defendants.	)	

JUDGMENT OF FORFEITURE

Pursuant to the Order of the Court entered herein on August 23, 1988, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant property, more particularly described in Exhibit "A" hereto, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America.

/s/ JAMES O. ELSON

UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

1. One Yellow Carrier King Low-Boy, Flat Bed Trailer,  
Serial Number 4033NO.
2. One Black 1973 Cadillac Fleetwood Limousine  
VIN 653B30137300.
3. One White 1973 Cadillac El Dorado  
VIN 6647530408475.
4. One Black 1977 Cadillac Fleetwood Limousine  
Serial Number 6533570232065.
5. One 1979 Green Jeep Golden Eagle  
VIN J9M93EC844564.
6. One 1976 orange/white White Freight Cabover  
VIN CA213HL122354.
7. One 1974 Case 450 III Tractor  
VIN 450-378.

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

DONALD E. HAWKES,  
Plaintiff,  
v.  
TOM WHITE, Warden, LARRY  
MEACHUM, D.O.C. Director,  
BRAD PAYAS, Medical Director,  
and MICHAEL BREWER, Medical  
Director,  
Defendants.

87-C-438-E

FILED  
13  
Jack C. Miller, Clerk  
U.S. DISTRICT COURT

ORDER

The court has for consideration the Report and Recommendation of the Magistrate filed August 17, 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 Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that plaintiff's civil rights complaint is dismissed for failure to state a cognizable claim under 42 U.S.C. §1983, as no exceptional circumstances or grossly incompetent, inadequate, or excessive conduct has been shown by the plaintiff.

Dated this 13<sup>th</sup> day of September, 1988.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

SEP 1 1988

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

UNITED STATES OF AMERICA,	)	
	)	Case Nos. 86-C-173-E
Plaintiff,	)	86-C-174-E
	)	86-C-175-E
vs.	)	86-C-176-E
	)	86-C-177-E
ONE CARRIER KING LOW-BOY FLAT	)	86-C-178-E
BED TRAILER, SERIAL NO.	)	86-C-332-E
4033N0, <u>et al.</u> ,	)	(Consolidated)
	)	
Defendants.	)	

JUDGMENT OF FORFEITURE

Pursuant to the Order of the Court entered herein on August 23, 1988, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant property, more particularly described in Exhibit "A" hereto, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America.

*/s/* JAMES O. FLYNN

UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

1. One Yellow Carrier King Low-Boy, Flat Bed Trailer,  
Serial Number 4033NO.
2. One Black 1973 Cadillac Fleetwood Limousine  
VIN 653B30137300.
3. One White 1973 Cadillac El Dorado  
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4. One Black 1977 Cadillac Fleetwood Limousine  
Serial Number 6533570232065.
5. One 1979 Green Jeep Golden Eagle  
VIN J9M93EC844564.
6. One 1976 orange/white White Freight Cabover  
VIN CA213HL122354.
7. One 1974 Case 450 III Tractor  
VIN 450-378.

GLH/LAL/ta  
08/12/88

FILED

1988

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

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

BOBBY LEE BAUER, et al.,

Plaintiffs,

vs.

ARMSTRONG WORLD INDUSTRIES, INC., et al.,

Defendants.

No. 87-C-66-E - 01  
- 02  
- 03  
- 04  
- 05  
- 06

ORDER OF DISMISSAL

NOW on this 13<sup>th</sup> day of Sept, 1988, the Court has for its consideration the Stipulation for Dismissal jointly filed in the above-styled and numbered cause by the Plaintiffs, and the Defendant Hollow Center Packing Co., a corporation. Based upon the representations and request of these parties as set forth in the foregoing stipulation, it is

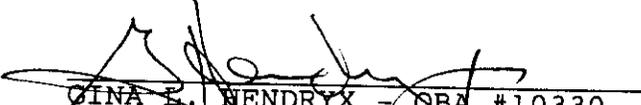
ORDERED that Plaintiffs' Complaint and claims for relief against the Defendant Hollow Center Packing Co., a corporation, be and the same are hereby dismissed without prejudice. It is further

ORDERED that each party shall bear its own costs.

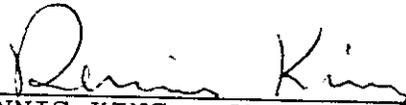
James D. Clark  
U.S. DISTRICT JUDGE

APPROVED AS TO FORM:

LAW OFFICES OF  
JOHN W. NORMAN INCORPORATED  
ATTORNEYS FOR PLAINTIFFS

  
GINA E. WENDRYX - OBA #10330  
JOHN W. NORMAN - OBA #6699  
Renaissance Centre East  
127 N.W. 10th  
Oklahoma City, OK 73103-4903  
405/272-0200

KNOWLES, KING & SMITH  
ATTORNEYS FOR DEFENDANT HOLLOW  
CENTER PACKING CO.

  
DENNIS KING - OBA #5026  
603 Expressway Tower  
2431 E. 51st Street  
Tulsa, OK 74105

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

BOBBY LEE BAUER, et al., )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 ARMSTRONG WORLD INDUSTRIES, )  
 INC., et al., )  
 )  
 Defendants. )

FILED

9-13-88

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

No. 87-C-66-E ✓

ORDER OF DISMISSAL

NOW on this 13<sup>th</sup> day of August, 1988, the court has for its consideration the Stipulation for Dismissal jointly filed in the above-styled and numbered cause by the Plaintiffs, and the Defendant John Crane-Houdaille, Inc. Based upon the representations and request of these parties as set forth in the foregoing stipulation, it is

ORDERED that Plaintiff's Complaint and claims for relief against the Defendant John Crane-Houdaille, Inc., be and the same are hereby dismissed without prejudice. It is further

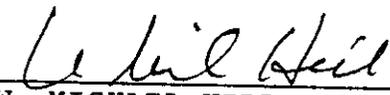
ORDERED that each party shall bear its own costs.

  
\_\_\_\_\_  
U. S. DISTRICT COURT

LAW OFFICES OF  
JOHN W. NORMAN INCORPORATED  
ATTORNEYS FOR PLAINTIFFS

  
GINA L. HENDRYX - OBA #10330  
Renaissance Centre East  
127 N.W. 10th  
Oklahoma City, OK 73103-4903  
405/272-0200

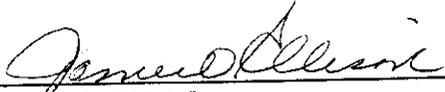
SECRET & HILL  
ATTORNEYS FOR DEFENDANT JOHN  
CRANE-HOUDAILLE, INC.

  
W. MICHAEL HILL - OBA #4213  
1515 East 71, Suite 200  
Tulsa, OK 74136  
918/494-5905



Judgment of the United States Court of Appeals for the Tenth  
Circuit in Appeal No. 86-2886.

ENTERED this 13<sup>th</sup> day of September, 1988.

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

FILED

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

1988  
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,	)	
	)	Case Nos. 86-C-173-E
Plaintiff,	)	86-C-174-E
	)	86-C-175-E
vs.	)	86-C-176-E
	)	86-C-177-E
ONE CARRIER KING LOW-BOY FLAT	)	86-C-178-E
BED TRAILER, SERIAL NO.	)	86-C-332-E
4033N0, <u>et al.</u> ,	)	(Consolidated)
	)	
Defendants.	)	

JUDGMENT OF FORFEITURE

Pursuant to the Order of the Court entered herein on August 23, 1988, it is hereby

ORDERED, ADJUDGED, AND DECREED that judgment be entered against the Defendant property, more particularly described in Exhibit "A" hereto, and against all persons interested in such property, and that the said property be and the same is hereby forfeited to the United States of America.

/s/ JAMES O. ELSON

UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

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Serial Number 4033NO.
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VIN 653B30137300.
3. One White 1973 Cadillac El Dorado  
VIN 6647530408475.
4. One Black 1977 Cadillac Fleetwood Limousine  
Serial Number 6533570232065.
5. One 1979 Green Jeep Golden Eagle  
VIN J9M93EC844564.
6. One 1976 orange/white White Freight Cabover  
VIN CA213HL122354.
7. One 1974 Case 450 III Trator  
VIN 450-378.



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

BOBBY LEE BAUER, et al., )

Plaintiffs, )

vs. )

ARMSTRONG WORLD INDUSTRIES, )  
INC., et al., )

Defendants. )

FILED

SEP 13 1988

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

No. 87-C-66-E

ORDER OF DISMISSAL

NOW on this 13<sup>th</sup> day of August, 1988, the court has for its consideration the Stipulation for Dismissal jointly filed in the above-styled and numbered cause by the Plaintiffs, and the Defendant John Crane-Houdaille, Inc. Based upon the representations and request of these parties as set forth in the foregoing stipulation, it is

ORDERED that Plaintiff's Complaint and claims for relief against the Defendant John Crane-Houdaille, Inc., be and the same are hereby dismissed without prejudice. It is further

ORDERED that each party shall bear its own costs.

  
\_\_\_\_\_  
U. S. DISTRICT COURT

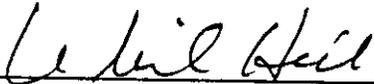
LAW OFFICES OF  
JOHN W. NORMAN INCORPORATED  
ATTORNEYS FOR PLAINTIFFS



---

GINA L. HENDRYX - OBA #10330  
Renaissance Centre East  
127 N.W. 10th  
Oklahoma City, OK 73103-4903  
405/272-0200

SECRET & HILL  
ATTORNEYS FOR DEFENDANT JOHN  
CRANE-HOUDAILLE, INC.



---

W. MICHAEL HILL - OBA #4213  
1515 East 71, Suite 200  
Tulsa, OK 74136  
918/494-5905

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

SANWA BUSINESS CREDIT CORPORATION, )  
a Delaware corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PREFERRED INNS, INC., )  
an Oklahoma corporation, )  
 )  
Defendant. )

Case No. 88-C-457-E

STIPULATION FOR DISMISSAL

IT IS HEREBY STIPULATED by SANWA BUSINESS CREDIT CORPORATION, Plaintiff, and PREFERRED INNS, INC., Defendant, that the above-entitled action be dismissed with prejudice, with each party to bear its own attorney's fees and costs.

HANSON, HOLMES, FIELD & SNIDER

BY: Stewart E. Field  
Stewart E. Field  
5918 East 31st  
Tulsa, OK 74135  
(918) 627-4400

ATTORNEYS FOR PLAINTIFF

GARRISON, BROWN, CARLSON & BUCHANAN

BY: K.D. Buchanan  
Kevin D. Buchanan  
P.O. Box 1217  
Bartlesville, OK 74005  
(918) 336-2520

ATTORNEYS FOR DEFENDANT

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

FILED

GARY L. BREWER, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DATA NATIONAL CORPORATION and )  
 DATACOMP CORPORATION, )  
 )  
 Defendants.)

Joint Case No. 87-C-94-E  
U.S. District Court  
Northern District of Oklahoma

Case No. 87-C-94-E

ORDER

This matter having come before the Court upon the Joint Stipulation of the parties to dismiss Plaintiff's claims herein, having been fully advised in the premises and for good cause shown,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's claims against the Defendants herein, be and hereby are dismissed with prejudice, with each party bearing their own costs and attorneys' fees.

S/ JAMES O. ELISON

UNITED STATES DISTRICT COURT JUDGE

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

FILED

SEP 13 1988

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

ROBERT E. BRESNAHAN, )  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 UNITED STATES OF AMERICA, )  
 )  
 Defendant )  
 )  
 v. )  
 )  
 LARRY HAMBLET, )  
 )  
 Additional Defendant )  
 on Counterclaim )

CIVIL NO. 87-C-815-B

DEFAULT JUDGMENT

It appearing to the Court that additional defendant on counterclaim, Larry Hamblet has failed to answer or otherwise plead, JUDGMENT is hereby entered for the United States of America and against Larry R. Hamblet in the amount of \$40,318.02 for the penalty imposed under Section 6672 of the Internal Revenue Code, plus interest from date of assessment, August 25, 1986, at the rate of 6 percent per annum until paid.

SIGNED this 13 day of Sept., 1988.

  
UNITED STATES DISTRICT JUDGE





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

RICHARD G. TREBEL, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BORG-WARNER INDUSTRIAL )  
 PRODUCTS, INC., )  
 )  
 Defendant. )

Case No. 87-C-553-C ✓

**FILED**  
**SEP 12 1988**

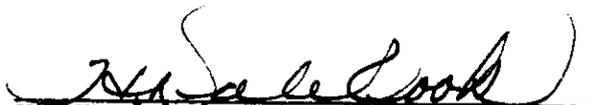
Jack C. Silver, Clerk  
U.S. DISTRICT COURT

STIPULATED JUDGMENT OF DISMISSAL

Upon consideration of the Stipulation for Entry of Judgment submitted by all parties to this action, and in view of the parties' fair and reasonable settlement and resolution of all issues herein with the advice and assisting of counsel, it is hereby

ORDERED that this action be dismissed with prejudice, each party to bear its own attorney's fees and costs.

SO ORDERED this 8<sup>th</sup> day of September, 1988.

  
UNITED STATES DISTRICT JUDGE



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 vs. )  
 )  
 CHARLES THOMPSON and SHIRLEY )  
 ANN THOMPSON, husband and wife; )  
 CAROLE E. OVERMAN; COUNTY )  
 TREASURER; and BOARD OF COUNTY )  
 COMMISSIONERS, Pawnee County, )  
 Oklahoma, )  
 )  
 Defendants. )  
 and )  
 THE CLEVELAND BANK, )  
 )  
 Third Party Defendant. )

FILED

SEP 12 1988

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

CIVIL ACTION NO. 87-C-230-C

ORDER

Upon the Motion of the United States of America acting on behalf of the Small Business Administration by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, to which no objections have been filed, it is hereby ORDERED that this action shall be dismissed without prejudice.

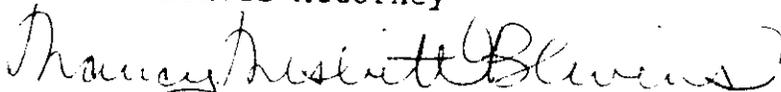
Dated this 12 day of Sept, 1988.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

TONY M. GRAHAM  
United States Attorney



NANCY NESBITT BLEVINS  
Assistant United States Attorney  
3600 United States Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CHARLES WAYNE COLEMAN; PAULA L. )  
 COLEMAN a/k/a PAULA LORENE )  
 COLEMAN; RALPH GRABEL, Trustee; )  
 COUNTY TREASURER, Tulsa County, )  
 Oklahoma; BOARD OF COUNTY )  
 COMMISSIONERS, Tulsa County, )  
 Oklahoma; and STATE OF OKLAHOMA )  
 ex rel. OKLAHOMA TAX COMMISSION, )  
 )  
 Defendants. )

FILED

SEP 12 1993

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

CIVIL ACTION NO. 88-C-0004-C

ORDER

Upon the unopposed Motion of Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma through Nancy Nesbitt Blevins, Assistant United States Attorney, and for good cause shown IT IS HEREBY ORDERED that the name Paula L. Coleman appearing in the Judgment of Foreclosure filed herein on June 24, 1988 shall be deemed amended to correctly reflect Paula L. Coleman a/k/a Paula Lorene Coleman.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

TONY M. GRAHAM  
United States Attorney

*Nancy Nesbitt Blevins*  
NANCY NESBITT BLEVINS  
Assistant United States Attorney

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

AMERICAN COMBINED ENERGY  
SYSTEMS, INC.,

Plaintiff,

vs.

UNIVERSAL POWER CONCEPTS,  
INC., et al.,

Defendants.

NO. 88-C-55-C

PAPP INTERNATIONAL INC.,  
a Nebraska Corporation,

Plaintiff,

vs.

JOSEPH PAPP, an Individual,  
and UNIVERSAL POWER CONCEPTS,  
INC.,

Defendants.

NO. 88-C-64-E

FILED

SEP 12 1988

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

JOSEPH PAPP, an Individual,  
et al.,

Plaintiffs,

vs.

UNIVERSAL POWER CONCEPTS,  
INC., a Nevada Corporation,  
et al.,

Defendants.

NO. 88-C-148-B

ORDER GRANTING DISMISSAL WITH PREJUDICE

Upon stipulation of the parties and for good cause shown, Plaintiffs' causes of action and Defendants' causes of action are hereby dismissed with prejudice to the refiling of such actions.

IT IS SO ORDERED this 8<sup>th</sup> day of Sept., 1988.

  
The Honorable H. Dale Cook  
JUDGE OF THE DISTRICT COURT

19 15

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

AMERICAN COMBINED ENERGY  
SYSTEMS, INC.,

Plaintiff,

vs.

UNIVERSAL POWER CONCEPTS,  
INC., et al.,

Defendants.

NO. 88-C-55-C

PAPP INTERNATIONAL INC.,  
a Nebraska Corporation,

Plaintiff,

vs.

JOSEPH PAPP, an Individual,  
and UNIVERSAL POWER CONCEPTS,  
INC.,

Defendants.

NO. 88-C-64-E

JOSEPH PAPP, an Individual,  
et al.,

Plaintiffs,

vs.

UNIVERSAL POWER CONCEPTS,  
INC., a Nevada Corporation,  
et al.,

Defendants.

NO. 88-C-148-B C

FILED

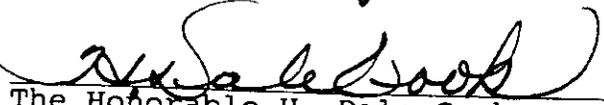
SEP 12 1988

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

ORDER GRANTING DISMISSAL WITH PREJUDICE

Upon stipulation of the parties and for good cause shown, Plaintiffs' causes of action and Defendants' causes of action are hereby dismissed with prejudice to the refiling of such actions.

IT IS SO ORDERED this 8<sup>th</sup> day of Sept., 1988.

  
The Honorable H. Dale Cook  
JUDGE OF THE DISTRICT COURT

PK 24

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

CHUCK NELSON and JERRY COLEMAN, )  
co-partners d/b/under the firm )  
name and style COUNTRY AIR, )  
and STEWART KIMMEL, an )  
individual, )

Plaintiffs, )

VS. )

Case No. 86-C-286-C )

HELIO AIRCRAFT, INC., LOREN )  
ABBOTT, LARRY SMITH, CHUCK )  
DAVIS, V. BRUCE THOMPSON, )  
AREOSPACE TECHNOLOGIES, INC., )  
GARY ADAMS, and ADAMS ENERGY )  
COMPANY, )

Defendants. )

FILED

SEP 12 1988

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

JUDGMENT

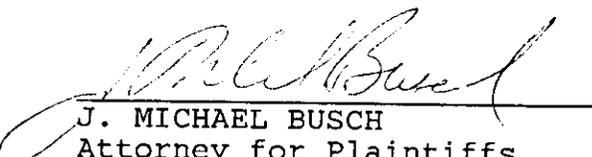
This matter comes on for hearing this 12<sup>th</sup> day of Sept., 1988, upon Application and Affidavit of the Plaintiffs duly made for judgment by default. It appears that the Defendant, Loren Abbott, is in default and that the Clerk of the United States District Court has previously reviewed the records and entered the default of the Defendant, Loren Abbott. It further appears upon Plaintiffs' Affidavit that Defendant, Loren Abbott, is indebted to Plaintiffs in the sum of \$200,000.00, that default has been entered against Defendant for failure to appear at the Pre-Trial Conference held in this matter on the 25th day of May, 1988, and is not an infant or incompetent person, and is not in the military service of the United States. The Court having heard the argument of counsel and being fully advised, finds that judgment should be entered for the Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiffs recover from Defendant, Loren Abbott, the sum of \$200,000.00, together with interest as allowed by law, costs, and attorney's fees, for all of which let execution issue.

Judgment rendered this 12<sup>th</sup> day of Sept., 1988.

  
UNITED STATES DISTRICT  
COURT JUDGE

APPROVED:

  
J. MICHAEL BUSCH  
Attorney for Plaintiffs  
917 East Taft  
P. O. Box 1404  
Sapulpa, Oklahoma 74067-1404  
7918) 224-3611

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

CARL DEMETRIUS MITCHELL, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 TED WALLMAN, et al, )  
 )  
 Respondents. )

88-C-433-C

FILED

SEP 12 1988

ORDER

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

The court has for consideration the Report and Recommendation of the Magistrate filed August 23, 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 Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that petitioner Caarl Demetrius Mitchell's application for a writ of habeas corpus pursuant to 28 U.S.C. §2254 is denied.

Dated this 12<sup>th</sup> day of September, 1988.

  
H. DALE COOK, CHIEF  
UNITED STATES DISTRICT JUDGE

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

CAROLYN J. GAITHER and DON G. GAITHER, )  
wife and husband, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
SEARS, ROEBUCK AND CO., a New York Corp., )  
 )  
Defendant. )

No. 87-C-761-C

FILED

SEP 12 1988

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

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON this 12 day of Sept, 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

FORD MOTOR CREDIT COMPANY,  
Plaintiff,

vs.

No. 88-C-975-B

MARK DORRIS; CLIFF RICHARDSON;  
SUSAN FOWLER; MITTYE NEELY;  
each individually, jointly  
and d/b/a ARROW FINANCIAL  
SERVICES; COMMUNICATION  
FEDERAL CREDIT UNION;  
SHELLI K. WILTSHIRE;  
JOHN T. SMITH;  
JERRY W. DYKES,  
LOYD H. McDANIEL and  
TERRY C. McDANIEL, individuals,  
Defendants.

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

STIPULATION OF DISMISSAL

It is hereby stipulated by and between the Plaintiff, Ford Motor Credit Company, by its attorney, Thomas G. Marsh, and Defendant, Communication Federal Credit Union, that the Defendant, Communication Federal Credit Union, be dismissed from the above-styled and captioned matter, on the Plaintiff's Complaint, the same is hereby dismissed with prejudice against the Defendant, Communication Federal Credit Union, without costs to either party.

By Thomas G. Marsh  
Thomas G. Marsh (OBA #5706)  
MARSH & ARMSTRONG  
808 ONEOK Plaza  
100 West Fifth  
Tulsa, Oklahoma 74103  
(918) 587-0141

Attorneys for Plaintiff, Ford  
Motor Credit Company

COMMUNICATION FEDERAL  
CREDIT UNION

By Floyd Aetha  
Floyd Aetha  
Director of Branch Operations  
P.O. Box 2148  
Oklahoma City, Oklahoma 73101

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

FILED

SEP 12 1988

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

LEE TRAYLOR

Plaintiff,

v.

RITA ANDREWS, et al

Defendant.

88-C-260-B

ORDER

Now before the Court is Defendants' joint Rule 12(b)(6) Motion to Dismiss Plaintiff's civil rights action. Plaintiff's action arises out of a prison disciplinary proceeding and the concomitant placement of Plaintiff in "preventive detention" for 15 days. During this time prison authorities investigated a complaint that Plaintiff threatened an inmate, seeking "sexual favors".

Upon conclusion of the investigation, the disciplinary hearing officer (Defendant Andrews) found Plaintiff "not guilty" and Plaintiff was returned to the general population.

In his Complaint, Plaintiff alleges that (1) he was denied due process, because the disciplinary hearing was conducted by only one person (Defendant Andrews) instead of three; and (2) he was deprived of his liberty, being placed in detention without formal charges.

Defendants assert that Plaintiff has failed to state a claim, or, in the alternative, that they are entitled to qualified immunity.

The minimum requirements, necessary to satisfy due process

in prison disciplinary proceedings have been articulated by the U.S. Supreme Court in Wolff v. McDonald, 418 U.S. 539, 563-72 (1974). At no point, however, does Wolff require prison disciplinary hearings be conducted by a particular number of persons. In fact, the "very nature of due process negates any concept of inflexible procedures universally applicable to every imaginable situation." Id. at 560.

There is, therefore, no basis, as a matter of law, upon which plaintiff may state a valid claim against Defendants based upon the absence of any particular number of members on his disciplinary committee. Furthermore, even assuming an articulable basis, Plaintiff cannot show any damages arising from the numerical makeup of the committee.

The Court thus finds that Plaintiff fails to state a claim upon which relief can be granted under 42 U.S.C. §1983 in Count I, and same must be dismissed against each Defendant.

In Plaintiff's second count, he alleges a deprivation of liberty by being placed in detention "without formal charge or reason". In support, Plaintiff alleges that a confidential statement, received by Defendant Keith Baker, "did state that I had threatened anyone. Daniel Selbridge 97733 admitted it to me ... he was the one who wrote the statement."

Initially, it should be pointed out that lawful incarceration brings about the necessary withdrawal of many rights the most basic of which is the right of liberty. Pell v. Procunier, 417 U.S. 817, 822-23 (1974). In Hewitt v. Helms, 459

U.S. 460 (1983), the U.S. Supreme Court refused to recognize a "liberty interest" in remaining in a general prison population, as opposed to confinement in some sort of segregation, absent specific language of an "unmistakably mandatory character" governing a state's own administrative procedures.

Assuming, for the sake of argument, that Oklahoma's procedural guidelines are sufficiently mandatory in character to create some liberty interest in being in a general prison population, Plaintiff still fails to state a claim under §1983. The U.S. Supreme Court has held that:

"[a]n informal, non-adversary evidentiary review is sufficient for the decision to confine an inmate to administrative segregation pending completion of an investigation..."

Hewitt v. Helms, 459 U.S. at 476. As long as the prisoner receives some notice and opportunity to present his views "within a reasonable time following an inmate's transfer", the prisoner receives all the process to which he is due. Hewitt v. Helms, 459 U.S. at n.8, and accompanying text.

Measured against these standards it is clear from the Special Report (filed July 21, 1988) that Plaintiff was not denied any liberty interest without due process. Notice of the misconduct charge was given Plaintiff on February 16, 1988, two days prior to the scheduled hearing, February 18, 1988. (Exhibits "A" and "B", Special Report) The hearing, beginning February 18, 1988 and ending February 25, 1988 (Exhibit "E", Special Report) was held within a reasonable time following the

Plaintiff's transfer. Plaintiff's second cause is also without merit.

Therefore, Plaintiff fails to state a §1983 claim against either Defendant upon which relief can be granted, and Defendants joint Motion to Dismiss is hereby granted. Plaintiff's action is hereby dismissed with prejudice.

Dated this 12<sup>th</sup> day of September, 1988.



THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

IN THE UNITED DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1983

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

SECURITY AVIATION, INC. )  
an Alaska Corporation, )

Plaintiff, )

Case No. 87-C-357-E

vs. )

MID-STATES AIRCRAFT )  
Engines, Inc. )

Defendant. )

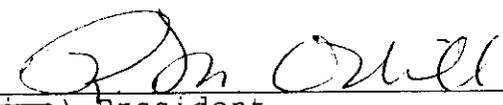
*Notice of* DISMISSAL WITH PREJUDICE

COMES now SECURITY AVIATION, INC., an Alaska Corporation,  
and dismisses the above entitled case with prejudice to a future  
cause of action.

ATTEST:

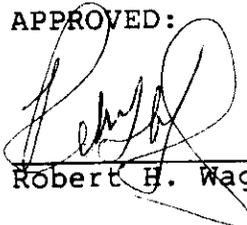
SECURITY AVIATION, INC., an  
Alaska Corporation

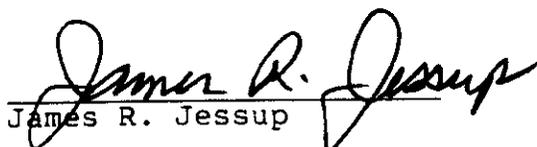
  
\_\_\_\_\_  
(Assistant) Secretary

By   
\_\_\_\_\_  
(Vice) President

(S E A L)

APPROVED:

  
\_\_\_\_\_  
Robert H. Wagstaff

  
\_\_\_\_\_  
James R. Jessup

ATTORNEYS FOR PLAINTIFF

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

AMERICAN COMBINED ENERGY  
SYSTEMS, INC.,

Plaintiff,

vs.

UNIVERSAL POWER CONCEPTS,  
INC., et al.,

Defendants.

NO. 88-C-55-C

PAPP INTERNATIONAL INC.,  
a Nebraska Corporation,

Plaintiff,

vs.

JOSEPH PAPP, an Individual,  
and UNIVERSAL POWER CONCEPTS,  
INC.,

Defendants.

NO. 88-C-64-~~E~~C

**FILED**

**SEP 12 1988**

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

JOSEPH PAPP, an Individual,  
et al.,

Plaintiffs,

vs.

UNIVERSAL POWER CONCEPTS,  
INC., a Nevada Corporation,  
et al.,

Defendants.

NO. 88-C-148-~~B~~C

ORDER GRANTING DISMISSAL WITH PREJUDICE

Upon stipulation of the parties and for good cause shown, Plaintiffs' causes of action and Defendants' causes of action are hereby dismissed with prejudice to the refiling of such actions.

IT IS SO ORDERED this 8<sup>th</sup> day of Sept, 1988.

(Signed) H. Dale Cook

The Honorable H. Dale Cook  
JUDGE OF THE DISTRICT COURT



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

FILED

SEP 12 1988

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

THALIA E. HULLUM,

Plaintiff,

v.

SAFEWAY STORES, INC., a corporation,

Defendant.

No. 87-C-673-B

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON this 12 day of September, 1988, it appearing to the Court that this matter has been compromised and settled, this case is herewith dismissed with prejudice to the refileing of a future action.

S/ THOMAS R. BRETT

United States District Judge

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

**FILED**

**SEP 12 1988**

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 -vs- )  
 )  
 CLYDETT CLAYTOR, )  
 21 996 725 )  
 )  
 Defendant, )

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

CIVIL NUMBER 88-C-729 B

DEFAULT JUDGMENT

A Default having been entered against the Defendant and counsel for the Plaintiff having requested Judgment against the defaulted Defendant and having filed a proper Affidavit, all in accordance with Rule 55(a) and (b)(1) of the Federal Rules of Civil Procedure and Rule 7 of the Rules of the District Court for the NORTHERN District of Oklahoma, now, therefore;

JUDGMENT is rendered in favor of the Plaintiff, United States of America, and against the Defendant, CLYDETT CLAYTOR, in the principal sum of \$1,052.80, plus pre-judgment interest and administrative costs, if any, as provided by Section 3115 of Title 38, United States Code, together with service of process costs of \$9.00. Future costs and interest at the legal rate of 8.32%, will accrue from the entry date of this judgment and continue until this judgment is fully satisfied.

DATED this 12th day of September, 1988.

U.S. DISTRICT COURT CLERK  
NORTHERN DISTRICT OF OKLAHOMA

By: J. Cleveland  
Deputy Clerk

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

**FILED**

1988

JOHN E. SNIDER, et al., )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
WAL-MART STORES, INC., et al., )  
 )  
Defendants. )

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

No. 84-C-436-E

ORDER OF DISMISSAL

This matter comes before the Court on the Stipulation of Dismissal of the parties in this action. The Court finds this matter should be and is hereby ordered dismissed with prejudice to the refiling thereof by either party.

**67 JAMES O. ELLISON**

UNITED STATES DISTRICT JUDGE

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

FILED

1988

ROBERT W. BERRY, INC. )  
an Oklahoma corporation, )  
ROBERT W. BERRY, an individual, )  
THE FIRST NATIONAL BANK AND )  
TRUST COMPANY OF TULSA, and )  
JUDITH BERRY INGRAHAM, an )  
individual, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
ARKLA, INC., a Delaware )  
corporation, )  
 )  
Defendant. )

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

9-9-88

Case No. 87-C-443-E

ADMINISTRATIVE CLOSING ORDER

Upon the Joint Motion of the Plaintiffs and the Defendant herein, and for good cause shown, the above captioned and styled action should be, and the same is hereby, administratively closed. This Order is without prejudice to the rights of the parties to proceed with the action, upon proper notice to the Court, in the event that the parties' settlement is not consummated for any reason.

IT IS SO ORDERED on this 9<sup>th</sup> day of Sept., 1988.

James D. [Signature]  
UNITED STATES DISTRICT JUDGE

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

THOMAS E. HEINEY, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BURLINGTON NORTHERN RAILROAD )  
 COMPANY, )  
 )  
 Defendant. )

No. 86-C-902-E

ORDER

Upon stipulation of the parties and for good cause shown, plaintiff's causes of action against the defendant are hereby dismissed with prejudice to the refiling of such actions.

IT IS SO ORDERED this 8th day of September, 1988.

S/ JAMES O. ELLISON

\_\_\_\_\_  
James O. Ellison  
United States District Judge

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

COMPUTER CLONES, an Oklahoma )  
Corporation, dba DATA MANAGEMENT )  
SYSTEMS, and GLOBAL ENTERPRISES, )  
INTERNATIONAL, a Nevada Corporation,) )  
Plaintiffs,) )

vs. )

INTERNATIONAL COMPUTER AND )  
COMMUNICATIONS, INC., a California )  
Corporation, and BAYAN ELASHI, )  
Individually. )

Defendants.)

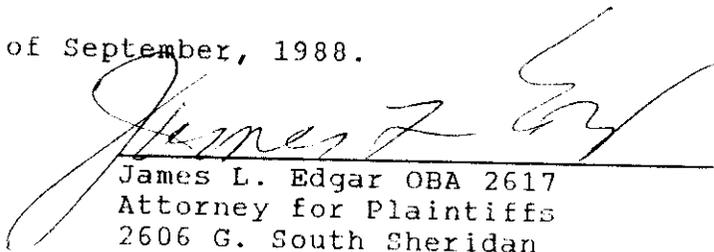
No. 88-C-974-E

NOTICE OF DISMISSAL WITHOUT PREJUDICE

To: International Computer and Communications, Inc.  
and Bayan Elashi, c/o Gibbs & Hamill, Attorneys,  
427 South Boston, Philtower Building, Suite 1702,  
Tulsa, Oklahoma 74103.

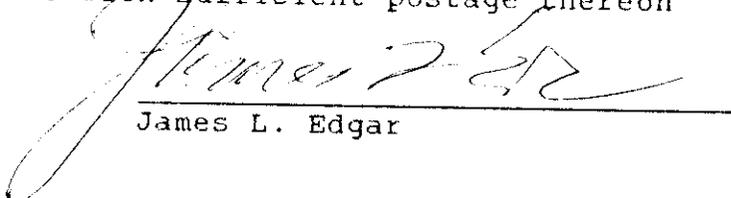
You are hereby notified that COMPUTER CLONES, an Oklahoma Corporation, dba DATA MANAGEMENT SYSTEMS, and GLOBAL ENTERPRISES, INTERNATIONAL, a Nevada Corporation, Plaintiffs in the above entitled action do hereby dismiss the action without prejudice pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, permitting dismissal by the plaintiff, without prejudice, without order of court, by the filing of a notice of dismissal at any time before service by the adverse party of an answer or a motion for summary judgment.

Dated this 8th day of September, 1988.

  
James L. Edgar OBA 2617  
Attorney for Plaintiffs  
2606 G. South Sheridan  
Tulsa, Oklahoma 74129  
(918) 834-2600

CERTIFICATE OF MAILING

I certify that I mailed a true, correct and exact copy of the above and foregoing notice to Luanna L. Hamill, 427 South Boston, Suite 1702, Tulsa, Oklahoma 74103, by placing the same in the United States Mails at Tulsa, Oklahoma on the 9th day of September, 1988 with sufficient postage thereon fully prepaid.



James L. Edgar

FILED

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

SEP 9 1988

GREAT AMERICAN INSURANCE  
COMPANY, ET AL

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

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

PLAINTIFFS

VS.

C.A. No. 75-C-355-E

C.A. No. 75-C-364-E

NICK WOLFE, d/b/a WOLFE  
CONSTRUCTION COMPANY, ET AL

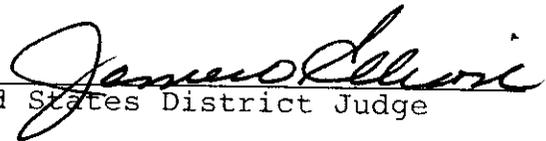
DEFENDANTS

ORDER OF DISMISSAL

On this day came on to be heard the Motion to Dismiss and Disclaimer filed by Plaintiffs, Great American Insurance Company and Highlands Insurance Company, and Defendant, Oak Forest Bank (now known as Citizens Bank), and Oak Forest Bank having announced that it disclaims any interest in the funds at issue in this litigation, and the Court having considered same,

IT IS ORDERED that Oak Forest Bank is dismissed as the Defendant in this cause and no costs shall be taxed against such Defendant.

SIGNED this 9<sup>th</sup> day of Sept., 1988.

  
United States District Judge

AGREED AND APPROVED:

SCHLANGER, COOK, COHN  
MILLS & GROSSBERG

By: C. Henry Kollenberg  
C. Henry Kollenberg  
5847 San Felipe, Suite 1700  
Houston, Texas 77057  
713/785-1700

Attorneys for Defendant  
Oak Forest Bank

LOONEY, NICHOLS, JOHNSON  
& HAYES

By: John B. Hayes  
John Hayes  
528 N.W. 12th  
Oklahoma City, OK 73103  
405/235-7641

Attorneys for Plaintiffs

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA SEP - 8 1988

SAMSON RESOURCES COMPANY, )  
a corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
TEXAS GAS TRANSMISSION )  
CORPORATION, a corporation, )  
 )  
Defendant. )

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

Case No. 87-C-810 B

ORDER

Upon application of Plaintiff, the Court hereby enters this Order dismissing with prejudice all of Plaintiffs claims asserted in this action against Defendant.

S/ THOMAS R. BRETT  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

FILED

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

1988

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

TOMMY REDMON )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 TULSA COUNTY DISTRICT COURT, )  
 et al, )  
 )  
 Defendants. )  
 )  
 )

Case No. 87-C-240-E

9-7-88

ORDER

This matter comes on before the court on Plaintiff's unopposed Motion to dismiss, without prejudice. After reviewing the pleadings the court finds as follows:

IT IS THEREFORE ORDERED ADJUGED AND DECREED that Plaintiff's Motion to dismiss is granted without prejudice to the refiling of this matter within the statutory time period.

Dated this 6<sup>th</sup> day of September, 1988.

  
James O. Ellison  
United States District Court  
Judge

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

FILED  
SEP 7 1988

RICHARD TODD, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 A. G. EDWARDS & SONS, INC., )  
 )  
 Defendant. )

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

No. 87-C-444-B

O R D E R

This matter comes before the Court on Defendant A. G. Edwards & Sons, Inc.'s Motion for Summary Judgment. Both parties have been given many opportunities to supplement the record and the Court has heard oral arguments.

At the hearing for oral arguments the parties were given a schedule to supplement the record. Plaintiff has filed a Motion to Strike Defendant's supplement. The Motion to Strike is overruled. Both parties correctly followed the schedule given by the Court.

Plaintiff Richard Todd filed this breach of contract action based upon the following alleged facts. Plaintiff signed a written Customer Agreement with Defendant A. G. Edwards & Sons, Inc., in December 1981. From December 1981 through May 1982 Plaintiff bought 51,600 shares of Tipperary stock through Defendant's broker-dealer, Mark Wiltshire ("Wiltshire"). Plaintiff alleges that Wiltshire persuaded him to purchase and retain the Tipperary stock by claiming that Wiltshire had nonpublic information. Plaintiff alleges Wiltshire boasted he had a "pipeline to the board" and that there was an imminent acquisition of Tipperary by "another

corporation." Later, he was told two companies were bidding against each other to buy out Tipperary. (Todd Depo. p. 106-107). The Court concludes from the evidence that over the time frame from December 1981 thru February 1982 Todd was consistently told over and over again that "the merger" would occur "within a few days" or "within two weeks." Wiltshire promised great profits would arise from the merger negotiations that were on-going. At some point Plaintiff became suspicious and actually telephoned the Chairman of the Board of Tipperary to inquire about the merger negotiations. It was confirmed by the board chairman that indeed negotiations were on-going. (Todd Depo. p. 127) Also, an article in the Wall Street Journal dated January 20, 1982, confirmed the merger speculation.

All but 3,000 of Plaintiff's shares were purchased by Plaintiff on or before February 17, 1982. The remaining 3,000 shares were purchased on May 28, 1982. Plaintiff's testimony was that the reason he purchased the last 3,000 shares was to "average down" the price of his Tipperary stock purchases. (Todd Depo. pp. 120, 122, 132, 133, 146). He testified that he could not remember if he was still being told about insider information concerning a possible merger prior to the May 28, 1982 purchase. (Todd Depo. pp. 136-137, 116-117, 121-122).

When the merger was never culminated plaintiff sold all shares in March 1983 at an \$647,069 loss.

Plaintiff filed this suit May 20, 1987, more than five years after the purchase of the first 48,600 shares, contending the false

information presented to him as facts by Wiltshire was a breach by Defendant of implied covenants of fair dealing in the written customer agreement and a breach of an express covenant in that agreement incorporating the National Association of Securities Dealers rules of fair practice (NASD).

The Court notes that Plaintiff's allegations that he acted on nonpublic inside information potentially expose Plaintiff himself to Security and Exchange violations. At common law, courts would not lend their authority to mediating disputes between wrongdoers. In these situations, it is apparent that if the insider tip is correct, the tippee will reap illicit profits, but if the tip is incorrect the tippee may sue to collect damages. The United States Supreme Court has addressed this concern in Bateman, Eichler v. Berner, 472 U.S. 299 (1985). The court concluded "absent other culpable actions by a tippee that can fairly be said to outweigh those violations by insiders and broker-dealers, we do not believe that the tippee properly can be characterized as being of substantially equal culpability as his tippers." The Court held that in this area it is "particularly important to permit 'litigation among guilty parties [that will serve] to expose their unlawful conduct and render them more easily subject to appropriate civil, administrative, and criminal penalties.'" Bateman Eichler v. Berner, 472 U.S. 299 (1985), quoting from Kuehnert v. Texstar Corp., 412 F.2d 700 (5th Cir. 1969).

On January 21, 1988, this Court's order overruling Defendant's first motion for summary judgment held, among other things, that:

(1) Plaintiff's claims other than breach of express and implied covenants of a written contract are barred by the Oklahoma statute of limitations. The Court will not allow any claim for fraud; (2) Because the five year Oklahoma statute of limitations period on written contracts begins to run with each breach, which is at the time of each purchase, Plaintiff is barred from recovery in contract for losses from the stock purchased prior to May 20, 1982 (12 O.S. 95(1)); (3) However, whether the statute of limitations was tolled from December 1981 to May 20, 1982, is a factual issue to be developed at trial.

Since the date of that order, extensive discovery has occurred and Defendant contends that as a matter of law this Court can now determine that equitable tolling does not apply to these facts. Defendant also urges that summary judgment is appropriate concerning the alleged damages for the stock purchased after May 20, 1982.

To survive a motion for summary judgment, Plaintiff "must establish that there is a genuine issue of material fact as to whether" Defendant's actions gave rise to equitable tolling. Plaintiff "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita v. Zenith, 475 U.S. 574, 585 (1986). Fed.R.Civ.P. 56(c). "The plain language of Rule 56(c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that

party will bear the burden of proof at trial." Celotex Corporation v. Catrett, 477 U.S. 317 (1986).

Once it appears that the statute of limitations has run, the Plaintiff must sustain the burden of showing that equitable tolling applies. King & King Enterprises v. Champlin, 657 F.2d 1147 (10th Cir. 1981), quoting from Ashland v. Union Oil, 567 F.2d 984 (T.E.C.A. 1977). Plaintiff contends equitable tolling applies in the present case under the theory of fraudulent concealment. Plaintiff contends his cause of action was fraudulently concealed from him by Wiltshire's continual assurances of his connections on the Tipperary board of directors and assurances of a merger to take place.

It is generally recognized that to establish fraudulent concealment one must prove: (1) the use of fraud by the party who raises the bar of the statute; (2) successful concealment from the injured party; and (3) that the injured party could not have known by the exercise of due diligence that he might have a cause of action. King & King Enterprises v. Champlin, 657 F.2d 1147 (10th Cir. 1981).

If there is a genuine dispute as to the existence of fraudulent concealment, the question of tolling is one for the jury. King & King Enterprises v. Champlin, 657 F.2d 1147 (10th Cir. 1981). The Court finds herein, however, as a matter of law equitable tolling does not apply. Plaintiff testified that he was told negotiations of a merger were on-going and that the deal

definitely would be made. However, until an agreement is actually reached, it could only be one's opinion as to a future fact whether a merger would happen. This is borne out by Plaintiff's testimony that he was told two companies were bidding for Tipperary. Plaintiff urges us to rely on the fact he was lied to concerning whether Wiltshire had a "pipeline to the board." However, whether this was in fact true or not is immaterial as to the concealment issue because Plaintiff testified that at some time he himself confirmed with the chairman of the board of directors of Tipperary that merger negotiations were on-going. Also, the Wall Street Journal, January 20, 1982, confirmed the negotiations. There is no evidence before this Court that negotiations were not on-going. The details of how Wiltshire was receiving this information are immaterial if indeed the information was correct.<sup>1</sup> "Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted." Anderson v. Liberty Lobby, 477 U.S. 242 (1986). Plaintiff argues that Wiltshire misrepresented that he had information the merger was definitely going to take place and was imminent. Common sense defies justifiable reliance on such representation over the many months prior to May 20, 1982. No

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<sup>1</sup>Plaintiff states similar cases have been filed in Louisiana against A. G. Edwards alleging that broker-dealers were telling customers of "a pipeline to the board of Tipperary." Such cases are not relevant to this breach of contract action with equitable tolling issues.

single individual could have certain knowledge of this future event. Both corporate boards would have to agree and/or a majority of stockholders of both corporations. "[I]f the factual context renders respondent's claim implausible ... respondent must come forward with more persuasive evidence to support their claim than would otherwise be necessary." Matsushita v. Zenith, 475 U.S. 574 (1986). Wiltshire's information at best could be construed only to be an opinion of a future event. Statements of opinion cannot be the basis for fraud. United States v. 1557.28 Acres of Land, 486 F.2d 445 (10th Cir. 1973). Representations which are the basis for the alleged fraud must be relative to existing facts, not facts concerning future events. Citation Co. v. Lyon, 610 P.2d 788 (Okla. 1980). Further, Plaintiff is bound by the written contract he sues under which states:

"The Firm's recommendations are recognized by the undersigned as opinion since such suggestions deal with future developments that cannot be predicted with certainty."

Therefore, this Court holds as a matter of law fraudulent concealment does not apply. Plaintiff contends that because a few stocks were purchased by Wiltshire without first receiving Plaintiff's approval, his was a discretionary account giving rise to a fiduciary relationship. However, the contract Plaintiff sues to enforce specifically states:

"No employee of the firm is authorized to enter trades for the undersigned without the undersigned's express prior approval; the undersigned agrees to immediately bring any such activity to the attention of the firm...."

Plaintiff testified he received written confirmation of each purchase in the mail shortly after the transaction and also received a monthly statement. Plaintiff also testified he did not disapprove of these purchases nor did he contact Defendant to bring the issue to its attention.<sup>2</sup> See, Ebrahimi v. E. F. Hutton, \_\_\_ F.2d \_\_\_ (10th Cir. 1988). Moreover, in ruling that there was no fraudulent concealment, the issue of fiduciary is immaterial.

Concomitantly, if there had been fraudulent concealment herein, Plaintiff would certainly have been put on notice of the fraud long before May 20, 1982.<sup>3</sup> He had been promised a merger within two or three days from December of 1981 or that it was imminent in the early part of 1982. He testified that at some point he did become suspicious and started investigating for assurances. Because he was put on notice something was amiss, fraudulent concealment cannot be proved for the purpose of equitable tolling. Dataq, Inc. v. Tokheim Corp., 736 F.2d 601 (10th Cir. 1984).

---

<sup>2</sup>Todd Depo. p. 102.

<sup>3</sup>Plaintiff argues that he was an unsophisticated purchaser of stocks. The record does not support this contention. Plaintiff has owned several different stocks over his lifetime. (Todd Depo. pp. 41-44). In 1982 he was 55 years old. (Todd Depo. p. 14) He has wholly owned several corporations. (Todd Depo. pp. 13, 74-78). He has traded options. (Todd Depo. p. 46). He has been a partner in several real estate deals. (Todd Depo. pp. 23, 28). He has been involved in oil and gas deals. (Todd Depo. p. 46). He has a Bachelor Degree of Mechanical Engineering from Vanderbilt University. (Todd Depo. p. 16). Plaintiff has also attended seminars including topics such as tax. (Todd Depo. p. 16).

Defendant also urges that summary judgment is appropriate concerning purchases after May 20, 1982. Plaintiff's cause of action is for breach of contract concerning the promise of Defendant to abide by all NASD rules. Plaintiff has not come forward with any evidence to support the allegation that certain NASD rules were violated concerning the stock purchased after May 20, 1982. Plaintiff testified he cannot recall what he was told at that time and that he purchased those shares of Tipperary because he was certain the price had hit bottom and he was averaging out. (Todd Depo. p. 122). Plaintiff's failure to bring forth any evidence to support his claim mandates that the Court enter summary judgment on the claims concerning stock purchased after May 20, 1982.

It is therefore the order of the Court that summary judgment is hereby granted in favor of Defendant on all claims.

IT IS SO ORDERED this 17th day of September, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FILED

SEP 7 1988 7

RICHARD TODD, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 A. G. EDWARDS & SONS, INC., )  
 )  
 Defendant. )

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

No. 87-C-444-B

J U D G M E N T

In keeping with the Court's Order of September 7, 1988, sustaining the motion for summary judgment of Defendant, A.G. Edwards & Sons, Inc., judgment is hereby entered in favor of A.G. Edwards & Sons, Inc., and against Plaintiff, Richard Todd, with costs awarded against Plaintiff. The parties are to pay their own respective attorney fees.

DATED this 7th day of September, 1988.



THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

3648-040

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

**FILED**

S. MILLER WILLIAMS; ROGER B. COLLINS; )  
and RBC EXPLORATION COMPANY, an )  
Oklahoma corporation, )  
Plaintiffs, )

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

vs. )

ALFRED V. LEON and ARTHUR R. LEON, )  
Defendants. )

No. 88-C-378-E

JUDGMENT

This action came on for consideration before this Court on the motion of the Plaintiffs for summary judgment, the Honorable James O. Ellison, District Judge, presiding. The issues having been duly reviewed and considered and a decision having been duly rendered,

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiffs' Motion for Summary Judgment be and the same is hereby SUSTAINED, and that the Plaintiffs have and recover judgment against the Defendants, and each of them, as follows:

Judgment for the Plaintiff, S. Miller Williams, in the principal amount of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00), together with accrued interest in the amount of Seven Thousand Two Hundred Fifty-Four and 61/100 Dollars

(\$7,254.61) as of June 13, 1988, and continuing to accrue thereafter at the rate of \$28.06 per day, and for the further sum of One Thousand Nine Hundred Nine and 09/100 Dollars (\$1,909.09) as attorneys' fees;

Judgment for the Plaintiff, S. Miller Williams, in the principal amount of Seven Thousand Five Hundred Dollars (\$7,500.00) together with accrued interest in the amount of One Thousand Thirty-Seven and 44/100 Dollars (\$1,037.44) as of June 13, 1988, and continuing to accrue thereafter at the rate of \$4.01 per day, and for the further sum of Two Hundred Seventy-Two and 72/100 Dollars (\$272.72) as attorneys' fees;

Judgment for the Plaintiff, Roger B. Collins, in the principal amount of Twenty-Five Thousand Dollars (\$25,000.00), together with accrued interest in the amount of Four Thousand Two Hundred Eighty-Seven and 47/100 Dollars (\$4,287.47) as of June 13, 1988, and continuing to accrue thereafter at the rate of \$13.36 per day, and for the further sum of Nine Hundred Nine and 09/100 Dollars (\$909.09) as attorneys' fees;

Judgment for the Plaintiff, RBC Exploration Company, in the principal amount of Twenty-Five Thousand Dollars (\$25,000.00), together with accrued interest in the amount of Four Thousand Two Hundred Eighty-Seven and 47/100 Dollars (\$4,287.47) as of June 13, 1988, and continuing to accrue thereafter at the rate of

\$13.36 per day, and for the further sum of Nine Hundred Nine and 09/100 Dollars (\$909.09) as attorneys' fees.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Plaintiffs recover their costs and disbursements herein, taxed in the amount of One Hundred Twenty Dollars (\$120.00).

DATED at Tulsa, Oklahoma, this 6<sup>th</sup> day of September, 1988.

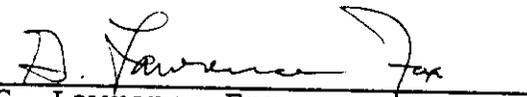
S/ JAMES O. ELISON  
UNITED STATES DISTRICT JUDGE

APPROVED:

BARROW, GADDIS, GRIFFITH & GRIMM

By:   
Stephen A. Schuller 7992  
Attorneys for the Plaintiffs

BAKER, HOSTER, McSPADDEN, CLARK  
RASURE & SLICKER

By:   
G. Lawrence Fox, DBA # 10301  
Attorneys for the Defendants,

SAS1/lam:SMWJE



FILED

IN THE UNITED STATES DISTRICT COURT FOR THE SEP 6 1988  
NORTHERN DISTRICT OF OKLAHOMA

TERRY GENE CAREY, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
BOB HUGHES, Sheriff, )  
Delaware County and )  
DAVID L. THOMPSON, Delaware )  
County District Attorney, )  
 )  
 )  
Defendants. )

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

88-C-412-B

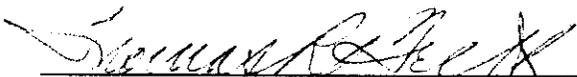
ORDER

Now before the court are defendants' Motions to Dismiss plaintiff's civil rights complaint. Although plaintiff failed to respond to defendants' motions in a timely manner as required by the Federal Rules of Civil Procedure and the Local Rules of the Northern District of Oklahoma, on July 28, 1988 the court, sua sponte, gave plaintiff an extension of time in which to respond to the motions. However, no such response was ever filed by plaintiff.

As the court previously advised plaintiff, all litigants, including those appearing pro se, are obligated to follow the procedural rules of court. See, Joplin v. Southwestern Bell Telephone Co., 671 F.2d 1274 (10th Cir. 1982). Plaintiff having been given every opportunity to comply with the pleading requirements of this court, the court concludes that plaintiff's failure to respond to the pending motions constitutes a waiver of objection to the motions. Rule 15A of the Local Rules for the Northern District of Oklahoma.

It is, therefore, ordered that defendants' Motions to Dismiss are granted, and plaintiff's civil rights complaint pursuant to 42 U.S.C. §1983 is hereby dismissed.

Dated this 6<sup>th</sup> day of September, 1988.

  
\_\_\_\_\_  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FILED

SEP 6 1988

STATE SUPPLY WAREHOUSE  
COMPANY,

Plaintiff,

v.

NTX, INC.,

Defendant.

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

No. 88-C-361-B

JUDGMENT

Now on this 6th day of September, 1988, upon Defendant's failure to answer the Complaint of Plaintiff, Application of the Plaintiff, and for good cause shown,

IT IS ORDERED, ADJUDGED AND DECREED that judgment in favor of the Plaintiff, State Supply Warehouse Company, and against the Defendant, NTX, Inc., be granted in the amount of \$12,107.57, plus interest at 6% per annum from April 2, 1987, until the date of this judgment, plus interest at the rate of 8.32% per annum from this date, until paid in full. Upon proper application in conformance with local court Rule 6(G) requiring itemized hours and the billable rate for said hours, costs and attorney fees may be awarded.



THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FILED

SEP 6 1988

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

DOROTHY J. McDONALD, Successor  
Personal Representative of the  
Estate of THERESA McDONALD,  
Deceased,

Plaintiff,

vs.

Case No. 88-C-988-B

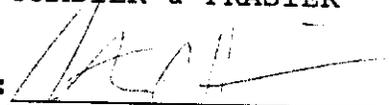
SOONER FEDERAL SAVINGS & LOAN  
ASSOCIATION, A Federal Savings  
and Loan Association,

Defendant. *notice of*

DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff and dismisses the above-styled and  
numbered cause with prejudice to any future action.

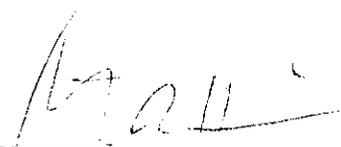
FRASIER & FRASIER

By: 

Steven R. Hickman OBA#4172  
1700 Southwest Boulevard  
Suite 100  
P. O. Box 799  
Tulsa, Oklahoma 74101  
(918)584-4724

CERTIFICATE OF MAILING

I hereby certify that on the 6<sup>th</sup> day of September, 1988,  
I mailed a true and correct copy of the above and foregoing  
instrument to: Matt Lipinski, Sixth Floor, One Boston Plaza,  
Tulsa, Oklahoma 74103, with correct and proper postage fully  
prepaid.

  
Steven R. Hickman

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

FILED

SEP 6 1988

BENNIE BOYD, JR., )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 THOMAS WHITE, et al, )  
 )  
 Respondents. )

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

87-C-834-B

ORDER

Now before the Court is Boyd's Amended Petition for a Writ of Habeas Corpus. Pursuant to a plea bargain, Boyd entered a plea of guilty to the crime of Attempted Larceny of an Automobile After Former Conviction of a Felony.

Boyd has never sought to withdraw his plea of guilty.<sup>1</sup>

He now seeks federal habeas relief on the following two grounds:

1. That he was denied due process when the trial court failed to introduce evidence of a certified copy of petitioner's judgment and sentence and failed to let the records reflect that he was represented by counsel on said prior conviction; and,
2. He was denied effective assistance of counsel when his attorney allowed the trial court to enhance his punishment in violation of Oklahoma state laws.

Due process does not require that evidence of Petitioner's prior conviction and evidence of his representation by counsel at said prior conviction be introduced before a valid guilty plea may be entered to an "after former conviction of a felony"

---

<sup>1</sup> 22 O.S. §1051 provides a mechanism for withdrawing a guilty plea and appealing by petition for writ of certiorari to the Oklahoma Court of Criminal Appeals.

offense. Simply put, since Boyd did not raise, as an issue, the question of his prior conviction at the time of his guilty plea, he has waived any such possible defense. Baker v. U.S., 579 F.2d 1219, 1225 (10th Cir. 1978).

In a similar §2255 case before the Tenth Circuit Court of Appeals, the Court held that a voluntary plea of guilty and failure to contest the validity of the prior state felony conviction, "preclude such challenge under §2255, inasmuch as the conclusive effect of a voluntary plea of guilty is a waiver of all non-jurisdictional defects and defenses occurring prior to the plea", Baker v. U.S., 579 at 1225 (citing, Tollett v. Henderson, 411 U.S. 258 (1973)). (Emphasis added).

This is not a case where the accused was unaware of the state's intent to use the prior conviction to enhance punishment. E.g., Jones v. State, 477 P.2d 85 (Okla.Crim.App. 1970). The transcript of the plea proceeding reveals the trial court questioned Boyd whether he knew he was waiving his right to require the state to prove the validity of his prior convictions. (Tr. 6-7). There is no indication that Boyd's plea and concomitant waiver were not therefore, intelligently offered.

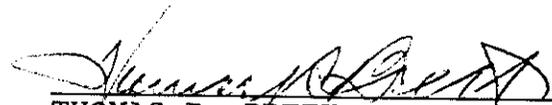
Petitioner's first ground is thus without merit.

As his second ground, Boyd argues ineffective assistance of counsel at the sentencing. However, Boyd has not shown how counsel's performance changed the outcome of the proceeding. To prevail, Boyd must make such showing. Strickland v. Washington, 466 U.S. 668 (1984).

For example, Boyd has not demonstrated that the prior conviction was constitutionally invalid, and that competent counsel should have successfully challenged it, thereby obtaining a shorter sentence. Thus, Petitioner has not made the requisite showing for relief on his second ground.

Therefore, Petitioner's Petition for a Writ of Habeas Corpus is denied.

Dated this 1<sup>st</sup> day of Sept, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

**FILED**

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

**SEP 6 1988**

FEDERAL DEPOSIT INSURANCE )  
CORPORATION, in its corporate )  
capacity, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
AL C. YOUNG & ASSOCIATES OF )  
TULSA, INC., et al., )  
 )  
Defendants, )

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

No. 88-C-0025-B

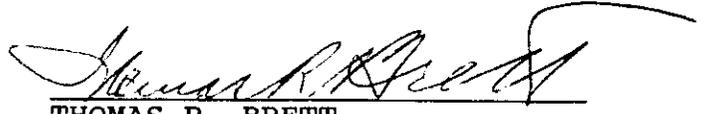
**DEFAULT JUDGMENT AGAINST JEFFERY A. TUTTLE**

The Defendant, Jeffrey A. Tuttle, having failed to plead or otherwise defend in this action and his default having been entered,

Now, upon application of the Plaintiff and upon affidavit that Defendant, Jeffrey A. Tuttle, is indebted to Plaintiff in the sum of \$36,382.63 plus interest at the contractual rate of 6% per annum (15 O.S.Supp. 1988 §266) from December 1, 1987, that Defendant, Jeffrey A. Tuttle, has been defaulted for failure to appear,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff recover of Defendant, Jeffrey A. Tuttle, the sum of \$36,382.63 with interest at the contractual rate of 6% per annum (15 O.S.Supp. 1988 §266) from December 1, 1987 until paid, and costs of this action. Attorney fees will be awarded if properly applied for under the local rules.

IT IS SO ORDERED this 6<sup>th</sup> day of September, 1988.

  
\_\_\_\_\_  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FILED

SEP 6 1988

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

BEAUTY GROW PRODUCTS, INC., )  
a corporation, and )  
L. C. "LEE" COBB and )  
FAYE E. COBB, individuals, )  
 )  
Plaintiffs, )

vs. )

No. 87-C-995-B

FEDERAL DEPOSIT INSURANCE )  
CORPORATION in its Capacity )  
as Liquidating Agent of the )  
Citizens Bank, Drumright, )  
Oklahoma, )

Defendant, )

and )

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

Third-Party Plaintiff, )

v. )

BEAUTY GROW PRODUCTS, INC., )  
a corporation; and )  
L. C. "LEE" COBB and )  
FAYE E. COBB, individuals, )

Third-Party Defendants. )

ORDER

This matter comes before the Court on the FDIC-Corporate's motion for summary judgment on certain notes against Beauty Grow Products, Inc., successor to Colfax, and guarantors Lee Cobb and Faye Cobb.

This action was originally brought by Beauty Grow Products, Inc., ("Beauty Grow"), Lee and Faye Cobb (the "Cobbs") against

Citizens Bank, Drumright, Oklahoma (the "Bank") for breach of contract, breach of fiduciary duty and for tortious interference with business relations. Several months after filing, the Bank was declared insolvent and the FDIC was appointed as liquidating agent. The FDIC has been substituted in this action for the Bank. The FDIC counterclaimed for default on certain notes of the business and guaranties signed by the Cobbs.

The facts which led to the filing of this action are as follows. Beauty Grow alleges that the Bank agreed to finance the move of the business and agreed to future loans of \$75,000 to \$100,000 for that purpose. The business was moved between November 1986 to January 1987. The Bank loaned \$25,000 on January 7, 1987. When a new bank president was appointed, the Bank refused to make further loans. Beauty Grow alleges this was in breach of their agreement and was a tortious interference with their business.

On February 19, 1988, this Court sustained the FDIC's motion to realign the parties as the style of this order now reflects. The FDIC in its brief states:

"FDIC-Corporate is the owner and holder of the instruments of indebtedness and guaranties given by Colfax, now BGP, and the Cobbs. The cause of action brought by BGP and the Cobbs for the Bank's acts prior to closing are brought against the liquidating agent."

Summary judgment is requested by FDIC-Corporate concerning the notes and guaranties.

Beauty Grow states summary judgment is inappropriate because it was defrauded in incurring the indebtedness and disputes the

amount allegedly in default.

"Federal law makes invalid an agreement which diminishes the FDIC's interest in an asset unless certain procedures are followed." Federal Deposit Ins. Corp. v. de Jesus Velez, 678 F.2d 371 (1st Cir. 1982). 12 U.S.C. §1823(e) states:

"No agreement which tends to diminish or defeat the right, title or interest of the Corporation in any asset acquired by it under this section, either as security for a loan or by purchase, shall be valid against the Corporation unless such agreement (1) shall be in writing, (2) shall have been executed by the bank and the person or persons claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the bank, (3) shall have been approved by the board of directors of the bank or its loan commitment, which approval shall be reflected in the minutes of said board or committee, and (4) shall have been, continuously, from the time of its execution, an official record of the bank."

The purpose for §1823(e) is to ensure that the FDIC may rely on the books and records of an insured institution by requiring that material agreements concerning a loan transaction be set forth in the bank's records. Federal Deposit Ins. Corp. v. Langley, 792 F.2d 541 (5th Cir. 1986). "When a bank promises to lend the maker more money in the future, the promise is a side agreement, governed by Section 1823(e)." Planters Trust v. L & W Farmers, Inc., 496 So.2d 1268 (Ct. of App. La. 1986). Side agreements will not diminish the rights of the FDIC. Federal Deposit Ins. Corp. v. Hatmaker, 756 F.2d 34 (6th Cir. 1985). Federal Deposit Ins. Corp. v. Langley, 792 F.2d 541 (5th Cir. 1986). By not insisting that the entire agreement be included in the loan documents, assurances

which go to the heart of the transactions, Beauty Grow and the Cobbs "lent themselves to a loan transaction that withheld the key aspects of their loan transaction from bank regulators." Federal Deposit Ins. Corp. v. Langley, supra.

Beauty Grow urges that a letter from a secretary of the bank dated January 9, 1987, satisfies the requirements of §1823(e). The letter urges Beauty Grow to send "additional documentation." Beauty Grow urges that the sentence "I do not want the examiners to classify your line because of lack of documentation" gives evidence of the alleged line of credit. This may be the case; however, §1823(e) requires that the agreement be in writing, be executed by the bank, be approved by the board and be on the official records of the bank. The letter submitted by Beauty Grow does not even suggest compliance with any of these requirements.

To survive a motion for summary judgment, Beauty Grow "must establish that there is a genuine issue of material facts. Beauty Grow "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita v. Zenith, 475 U.S. 574, 585 (1986). Fed.R.Civ.P. 56(c). "The plain language of Rule 56(c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." Celotex Corporation v. Catrett, 477 U.S. 317 (1986). Because Beauty Grow has failed in this respect summary judgment is granted to FDIC-Corporate on

the notes and guaranties sued upon.

Beauty Grow states it controverts the alleged sum due on the notes is \$282,010.42. However, again Beauty Grow has failed to bring forth evidence to establish the existence of error in the amount.

At oral argument, counsel for the FDIC argued that if summary judgment were awarded the FDIC on the notes, the entire case would be concluded. However, the Court finds no motions have been filed on Beauty Grow's claims against FDIC-Liquidator nor has either party briefed the issues. Therefore, the schedule ordered August 29, 1988, will be adhered to by the parties.

Summary judgment is therefore granted in favor of FDIC-Corporate on the notes and guaranties.

IT IS SO ORDERED this 7<sup>th</sup> day of September, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

**F I L E D**

**SEP 6 1988**

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

FEDERAL DEPOSIT INSURANCE )  
CORPORATION, in its corporate )  
capacity, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
AL C. YOUNG & ASSOCIATES OF )  
TULSA, INC., et al., )  
 )  
Defendants, )

No. 88-C-0025-B

**DEFAULT JUDGMENT AGAINST AL C. YOUNG & ASSOCIATES, INC.**

The Defendant, Al C. Young & Associates, Inc., having failed to plead or otherwise defend in this action and its default having been entered,

Now, upon application of the Plaintiff and upon affidavit that Defendant, Al C. Young & Associates, Inc., is indebted to Plaintiff in the sum of \$36,382.63 plus interest at the contractual rate of 6% per annum (15 O.S.Supp. 1988 §266) from December 1, 1987, and \$6,096.11 plus interest at the contractual rate of 6% per annum (15 O.S. Supp. 1988 §266) from December 25, 1987; that Defendant, Al C. Young & Associates, Inc., was served with an Order of Delivery as evidenced by the return of service filed herein on April 7, 1988 requiring it to deliver the following personal property to the FDIC:

- 1. Hewlett Packard Micro 27 System No. 2425A00358
- 2. 8 CH Term Mux-A
- 3. Graphics Terminal No. 2443V76082 76082C0550
- 4. Graphics Printer

5. US Modem Cable
6. 125 MB Disc/Tape No. 2445A07085
7. Microsys Valupak
8. Vertical Floor Mt.
9. Battery Back-up
10. 2 TIE/Businesscom VI TC-12 Electronic Telephone System
11. 27 TC-12 Telephones
12. 1 Single Line Teleset
13. 1 DDS Console
14. 3 Add-on Cable Runs;

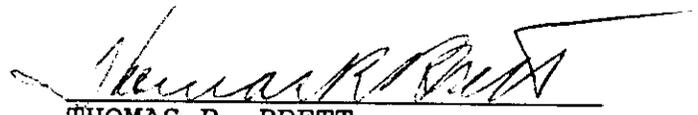
that the property was equipment leased to Al C. Young & Associates, Inc., to which the FDIC is entitled due to the default of Al C. Young & Associates on two equipment leases; that Al C. Young & Associates has not complied with the Order of Delivery; that Defendant Al C. Young & Associates, has been defaulted for failure to appear,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff recover of Defendant, Al C. Young & Associates, Inc., the sum of \$36,382.63 with interest at the contractual rate of 6% per annum (15 O.S.Supp. 1988 §266) from December 1, 1987; \$6,096.11 plus interest at the contractual rate of 6% per annum (15 O.S.Supp. 1988 §266) from December 25, 1987, and costs of this action. Attorney fees will be awarded if properly applied for under the local rules.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the above-described personal property shall be immediately delivered to the

FDIC and the Sheriff of Tulsa County, Oklahoma is hereby directed to assist the FDIC in the recovery of the above-described personal property and to take possession thereof and deliver the same to the FDIC.

IT IS SO ORDERED this 6<sup>th</sup> day of September, 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

FILED

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

SEP 6 1988

FELIX ADAMS, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ALVIN MCDONALD, )  
 )  
 Defendant. )

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

87-C-1036-B

ORDER

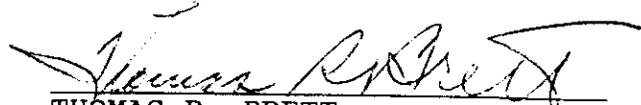
Now before the Court is Defendant's Motion to Dismiss the civil rights complaint pursuant to Rule 12(b)(6) Fed.R.Civ.P.

Defendant asserts Plaintiff's claims are barred by the applicable two year statute of limitations, 12 O.S. §95 (third). Said limitations statute is the most closely analogous state statute for a federal civil rights action. Wilson v. Garcia, 471 U.S. 261 (1985); Abitt v. Franklin, 731 F.2d 661 (10th Cir. 1984).

As Plaintiff's alleged injuries occurred on December 31, 1984 and July 25, 1985 and the Complaint herein was not filed until December 16, 1987, Plaintiff's claims are barred by the two year statute of limitations and must be dismissed.

Therefore, Defendant's Motion to Dismiss is hereby granted and the Complaint is dismissed with prejudice.

Dated this 2<sup>nd</sup> day of Sept., 1988.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

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

FILED

SEP 6 1988

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 -vs- )  
 )  
 PATRICK DELOUGHERTY, )  
 473646979 )  
 )  
 Defendant, )

CIVIL NUMBER 88-C-731 B

DEFAULT JUDGMENT

A Default having been entered against the Defendant and counsel for the Plaintiff having requested Judgment against the defaulted Defendant and having filed a proper Affidavit, all in accordance with Rule 55(a) and (b)(1) of the Federal Rules of Civil Procedure and Rule 7 of the Rules of the District Court for the NORTHERN District of Oklahoma, now, therefore;

JUDGMENT is rendered in favor of the Plaintiff, United States of America, and against the Defendant, PATRICK DELOUGHERTY, in the principal sum of \$890.24, plus pre-judgment interest and administrative costs, if any, as provided by Section 3115 of Title 38, United States Code, together with service of process costs of \$9.00. Future costs and interest at the legal rate of 8.32%, will accrue from the entry date of this judgment and continue until this judgment is fully satisfied.

DATED this 6<sup>th</sup> day of Sept., 1988.

U.S. DISTRICT JUDGE  
NORTHERN DISTRICT OF OKLAHOMA

By: S/ THOMAS R. BRETT  
DISTRICT JUDGE



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

BETTY GRESHAM, )  
Plaintiff, )  
VS. )  
SOUTHWEST AIRLINES CO., )  
Defendant. )

No. 88 C 440-C

**F I L E D**

**SEP 2 1988**

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

ORDER OF DISMISSAL WITH PREJUDICE

Upon Application by the parties, and for good cause shown, the Court finds that the above styled and numbered cause of action should be dismissed with prejudice to refileing in the future.

IT IS SO ORDERED this 2 day of <sup>Sept</sup> August, 1988.

(Signed) H. Dale Cook

\_\_\_\_\_  
H. DALE COOK  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
vs. )  
 )  
HOWARD BURTNETT, a/k/a HOWARD O. )  
BURTNETT; RAMCO INVESTMENT )  
COMPANY; COUNTY TREASURER, )  
Ottawa County, Oklahoma; and )  
BOARD OF COUNTY COMMISSIONERS, )  
Ottawa County, Oklahoma, )  
 )  
Defendants. )

**F I L E D**

**SEP 2 1988**

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

CIVIL ACTION NO. 87-C-649-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 2 day  
of Sept, 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, Ottawa County,  
Oklahoma, and Board of County Commissioners, Ottawa County,  
Oklahoma, appear by David L. Thompson, District Attorney, Ottawa  
County, Oklahoma; and the Defendants, Howard Burtnett, a/k/a  
Howard O. Burtnett, and Ramco Investment Company appear not, but  
make default.

The Court being fully advised and having examined the  
file herein finds that the Defendant, Ramco Investment Company,  
acknowledged receipt of Summons and Complaint on September 2,  
1987; and that the Defendant, County Treasurer, Ottawa County,  
Oklahoma, acknowledged receipt of Summons and Complaint on  
August 10, 1987.

The Court further finds that the Defendant, Howard Burtnett, a/k/a Howard O. Burtnett, was served by publishing notice of this action in the Miami News-Record, a newspaper of general circulation in Ottawa County, Oklahoma, once a week for six (6) consecutive weeks beginning October 7, 1987, and continuing to November 11, 1987, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c). Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendant, Howard Burtnett, a/k/a Howard O. Burtnett, and service cannot be made upon said Defendant within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendant without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known address of the Defendant, Howard Burtnett, a/k/a Howard O. Burtnett. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, fully exercised due diligence in ascertaining the true name and

identity of the party served by publication with respect to his present or last known place of residence and/or mailing address. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as the subject matter and the Defendant served by publication.

It appears that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, filed their Answer to the Complaint herein on September 1, 1987; and that the Defendants, Howard Burtnett, a/k/a Howard O. Burtnett, and Ramco Investment Company, failed to answer and their default was therefore entered by the Clerk of this Court.

On January 14, 1988, a Judgment of Foreclosure was entered herein. On July 15, 1988, this Judgment was vacated as it incorrectly stated the amount due and owing to the United States. On July 15, 1988, an Amended Complaint reflecting the correct amount was filed herein and copies were mailed to Defendant, Ramco Investment Company, and to Defendants, County Treasurer and Board of County Commissioners, Ottawa County, Oklahoma, in care of their attorney. Said Defendants failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot Two (2) in Block Fourteen (14) in the MIAMI HEIGHTS ADDITION to the City of Miami, Ottawa County, Oklahoma according to the recorded plat thereof.

The Court further finds that on April 5, 1985, Howard Burtnett executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, his mortgage note in the amount of \$18,500.00, 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, Howard Burtnett executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated April 5, 1985, covering the above-described property. Said mortgage was recorded on April 5, 1985, in Book 440, Page 488, in the records of Ottawa County, Oklahoma.

The Court further finds that the Defendant, Howard Burtnett, a/k/a Howard O. Burtnett, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Howard Burtnett, a/k/a Howard O. Burtnett, is indebted to the Plaintiff in the principal sum of \$19,292.02, plus interest at the rate of 12.5 percent per annum from November 17, 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, Ottawa County, Oklahoma, claim no right, title, or interest in the subject real property.

The Court further finds that the Defendant, Ramco Investment Company, is in default and has no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against the Defendant, Howard Burtnett, a/k/a Howard O. Burtnett, in the principal sum of \$19,292.02, plus interest at the rate of 12.5 percent per annum from November 17, 1987 until judgment, plus interest thereafter at the current legal rate of 8.23 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, Ramco Investment Company and County Treasurer and Board of County Commissioners, Ottawa 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 appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

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

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

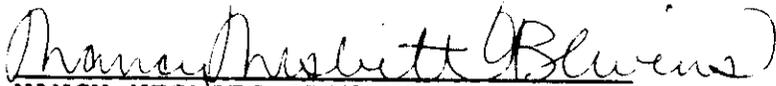
(Signed) H. Dale Cook

---

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

  
NANCY NESSBITT BLEVINS  
Assistant United States Attorney

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

NNB/css

FILED

SEP 2 1988

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

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

COTTER & COMPANY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 88-C-603-B
	)	
JERRY HARP d/b/a HARPS TRUE VALUE	)	
HARDWARE,	)	
	)	
Defendant.	)	

DEFAULT JUDGMENT

Now on this 2<sup>nd</sup> day of Sept., 1988, the Clerk of this Court having entered default in favor of the Plaintiff and against the Defendant herein, judgment is entered in the above-referenced matter in favor of the Plaintiff in the amount of Twenty-Four Thousand Four Hundred Twenty-Four And 33/100ths Dollars (\$24,424.33), plus attorney fees of One Hundred Twenty-Three and 50/100ths Dollars (\$123.50) and costs of One Hundred Twenty and No/100ths Dollars (\$120.00) in this action.

S/ THOMAS R. BRETT

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

FILED

1988 7 28

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

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

DIANNA MARIE PHELPS,

Plaintiff,

v.

WAL-MART STORES, INC.,

Defendant.

No. 85-C-132-E

JOURNAL ENTRY OF JUDGMENT

The above-styled and numbered cause of action came on for hearing on the jury trial scheduled for August 23, 1988, before the undersigned United States District Judge. The Plaintiff appeared in person and through her attorney of record, William J. Dale. The Defendant appeared through an authorized representative and through its attorney, Paul T. Boudreaux.

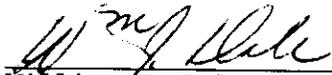
Both parties announced ready for trial and a jury was empaneled to try the issues in the cause. Opening statements were made by both parties and the Plaintiff commenced with presentation of her evidence until conclusion, at which time she rested. Thereafter, the Defendant interposed a motion to dismiss and motion for directed verdict at the conclusion of the Plaintiff's case. After due deliberation and for good cause shown, the motion was and is hereby SUSTAINED.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Defendant, Wal-Mart Stores, Inc., have judgment on the claim of the Plaintiff, Dianna Marie Phelps, and that the Defendant be awarded its taxable Court costs incurred.

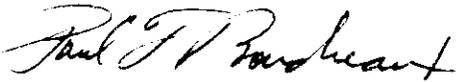
S/ JAMES O. ELLISON

United States District Court Judge

APPROVED AS TO FORM:



\_\_\_\_\_  
William J. Dale  
Attorney for Plaintiff



\_\_\_\_\_  
Paul T. Boudreaux  
Attorney for Defendant

50-7/PTB/ch

GLH/LAL/lc  
08/04/88

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

AUG 11 1988

CHARLES L. ROLLINS, Plaintiff, and )  
SALLY DORIS ROLLINS, Plaintiff's Spouse, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
ANCHOR PACKING COMPANY, a corporation; )  
et al., )  
 )  
Defendants. )

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

No. 88-C-354-E

ORDER OF DISMISSAL

NOW on this \_\_\_\_ day of August, 1988, the Court has for its consideration the Stipulation for Dismissal jointly filed in the above-styled and numbered cause by the Plaintiffs, and the Defendant Lamons Metal Gasket Co. Based upon the representations and request of these parties as set forth in the foregoing stipulation, it is

ORDERED that Plaintiffs' Complaint and claims for relief against the Defendant Lamons Metal Gasket Co., be and the same are hereby dismissed without prejudice. It is further

ORDERED that each party shall bear its own costs.

**S/ JAMES O. ELLISON**

\_\_\_\_\_  
U.S. DISTRICT JUDGE

GLH/LAL/lc  
08/04/88

FILED

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

AUG 11 1988

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

FLORA L. POWELL, individually, and as )  
 surviving wife of HUBERT C. POWELL, )  
 deceased, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ANCHOR PACKING COMPANY, a corporation; )  
 et al., )  
 )  
 Defendants. )

No. 88-C-555-E

ORDER OF DISMISSAL

NOW on this 1<sup>st</sup> day of Sept, 1988, the Court has for its consideration the Stipulation for Dismissal jointly filed in the above-styled and numbered cause by the Plaintiffs, and the Defendant Lamons Metal Gasket Co. Based upon the representations and request of these parties as set forth in the foregoing stipulation, it is

ORDERED that Plaintiffs' Complaint and claims for relief against the Defendant Lamons Metal Gasket Co., be and the same are hereby dismissed without prejudice. It is further

ORDERED that each party shall bear its own costs.

James Quinn  
U.S. DISTRICT JUDGE

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

ORS CORPORATION, an Oklahoma  
corporation, UENTECH, an  
Oklahoma corporation, and  
ORS DEVELOPMENT CORPORATION,  
an Oklahoma corporation,

Plaintiffs,

vs.

WALTER L. MAGUIRE a/k/a WALTER L.  
MAGUIRE, SR., et al.,

Defendants.

WALTER L. MAGUIRE a/k/a  
WALTER L. MAGUIRE, SR.,  
WALTER L. MAGUIRE, JR. a/k/a  
TERRY MAGUIRE; THE MAGUIRE  
FOUNDATION, INC., a Connecticut  
corporation; and UNITERRA  
CORPORATION, a Nevada  
corporation,

Defendants and  
Third-Party Plaintiffs,

vs.

ROBERT A. ALEXANDER, JR., J. L.  
DIAMOND, V. E. GOODWIN, and  
HOMER L. SPENCER, JR.,

Third-Party Defendants.

FILED

SEP 2 1988

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

Case No. 87-C-426-E

NOTICE OF DISMISSAL OF THIRD-PARTY  
DEFENDANT SUSAN PALMER

COME NOW Defendants/Third-Party Plaintiffs Walter L.  
Maguire, Sr., Walter L. Maguire, Jr., The Maguire Foundation,

Inc., and Uniterra Corporation, pursuant to Rule 41(a)(1) and file this Notice of Dismissal of Third-Party Defendant Susan Palmer.

Respectfully submitted,

HALL, ESTILL, HARDWICK, GABLE,  
GOLDEN & NELSON

By Claire V Eagan  
Claire V. Eagan OBA # 554  
Barbara L. Woltz OBA #12535  
4100 Bank of Oklahoma Tower  
One Williams Center  
Tulsa, Oklahoma 74172  
(918) 588-2700

ATTORNEYS FOR DEFENDANTS/THIRD-  
PARTY PLAINTIFFS

CERTIFICATE OF MAILING

I hereby certify that on this 2<sup>nd</sup> day of September, 1988, a true and correct copy of the above and foregoing document was mailed to each of the following with proper postage thereon fully prepaid:

James E. Green, Jr.  
Comfort, Lipe & Green, P.C.  
2100 Mid-Continent Tower  
401 South Boston Avenue  
Tulsa, Oklahoma 74103  
Attorneys for Plaintiffs,  
ORS Corporation, Uentech and  
ORS Development Corporation

Robert H. Tips, Esq.  
525 South Main, Suite 210  
Tulsa, OK 74103  
Attorney for Plaintiffs

Bill Doyle  
2520 Mid-Continent Tower  
Tulsa, OK 74103  
Attorney for Third Party  
Defendant, V. E. Goodwin

B. Hayden Crawford, Esq.  
Crawford, Crowe & Bainbridge  
1714 First National Building  
Tulsa, OK 74103  
Attorneys for Third-Party Defendant,  
Robert A. Alexander, Jr.

Michael L. Seymour, Esq.  
1717 East 15th Street  
Tulsa, OK 74104  
Attorney for Third-Party  
Defendant, Homer L. Spencer, Jr.

Stephen B. Riley  
Chapel, Wilkinson, Riggs & Abney  
502 West Sixth Street  
Tulsa, OK 74119-1010  
Attorneys for Third-Party  
Defendant, J. L. Diamond

Claire V. Egan



UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**F I L E D**

IRENE D. TAYLOR, BY AND THROUGH )  
HER NEXT FRIEND BRUCE W. TAYLOR, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
UNITED STATES OF AMERICA, )  
 )  
Defendant. )

1988  
JAMES O. ELLISON  
CLERK OF COURT

Civil Action No. 88-C-375-E

O R D E R

This matter comes on before the Court upon the stipulation of all parties and the Court being fully advised in the premises ORDERS, ADJUDGES AND DECREES, that all claims asserted herein by Plaintiff, Irene D. Taylor, by and through her next friend, Bruce W. Taylor, against the United States of America are hereby dismissed with prejudice, the parties to bear their own costs and attorneys' fees.

Dated this 1st day of Sept, 1988.

BY JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE



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

1988

APACHE CORPORATION,  
a Delaware corporation,  
  
Plaintiff,  
  
vs.  
  
ZGEN, INC., formerly  
Burkhart Petroleum  
Corporation, a Nevada  
corporation,  
  
Defendant.

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

No. 87-C-147-E

ORDER

Pursuant to a joint application by the parties and for good cause shown, this Court does hereby:

ORDER, ADJUDGE AND DECREE that this action is hereby dismissed with prejudice to the refiling of the same, with each party to bear its own expenses and attorneys' fees.

DATED this 15<sup>th</sup> day of Sept, 1988.

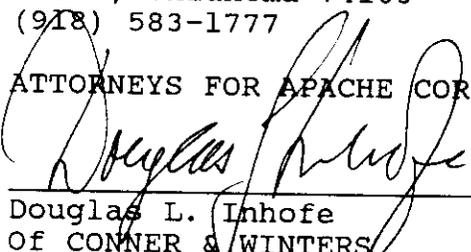
*BY* JAMES O. ELLISON

James O. Ellison  
United States District Judge  
for the Northern District  
of Oklahoma

APPROVED AS TO FORM AND CONTENT:

  
Charles A. Grissom, Jr.  
Of BOESCHE, McDERMOTT & ESKRIDGE  
800 Oneok Plaza  
100 West Fifth Street  
Tulsa, Oklahoma 74103  
(918) 583-1777

ATTORNEYS FOR APACHE CORPORATION

  
Douglas L. Inhofe  
Of CONNER & WINTERS  
2400 First National Tower  
Tulsa, Oklahoma 74103

ATTORNEYS FOR ZGEN, INC.

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE

SEP 8 1988

NORTHERN DISTRICT OF OKLAHOMA

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

V.I.P. MORTGAGE TRUST COMPANY, )  
INC., )

Plaintiff, )

vs. )

No. 87-C-332 E

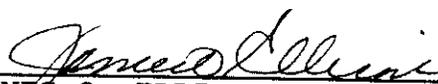
EXECUTIVE TELECOMMUNICATIONS, )  
INC., et al., )

Defendants. )

ORDER

NOW, on this 7<sup>th</sup> day of September, 1988, this matter comes on before me, the undersigned United States District Judge, upon the Joint Stipulation for Partial Dismissal Without Prejudice of the Plaintiff, V.I.P. Mortgage Trust Company, Inc., and the Defendants, Travis G. Miller, Bill Fulkerson and Dan Fulkerson, and the Court having reviewed said Joint Stipulation, finds that the action against Defendants, Travis G. Miller, Bill Fulkerson and Dan Fulkerson should be dismissed without prejudice, with each party to bear its own costs and attorney fees.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that all claims against the Defendants, Travis G. Miller, Bill Fulkerson and Dan Fulkerson be and hereby are dismissed without prejudice; AND FURTHER, each party is to bear its own costs or attorney fees, if any.

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



9 returned

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

SEP -1 1988

CLERK OF DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

DYCO PETROLEUM CORPORATION, )  
 )  
 )  
 Plaintiff, )  
 )  
 )  
 )  
 )  
 vs. )  
 )  
 )  
 ANR PIPELINE COMPANY, )  
 )  
 )  
 )  
 )  
 Defendant. )

No. 86-C-1097-C

O R D E R

Now before the Court for its consideration is the motion for summary judgment by plaintiff Dyco Petroleum Corporation (Dyco) against the defendant ANR Pipeline Company. The Magistrate has entered a recommendation that plaintiff's motion be denied. The Court conducted a de novo hearing on May 20, 1988 and at the conclusion of the hearing affirmed the Findings and Recommendations the Magistrate entered on November 2, 1987. The Court requested that the parties provide additional briefing on the issue of whether FERC Order 380 was simply a change in ANR's tariff conditions. As recommended by the Magistrate, the Court limited its independent review of the record to the issue of whether ANR properly invoked the force majeure provision contained in the

parties' gas purchase contracts. The Court's findings and conclusions are summarized as follows:

Dyco is the producer of natural gas and ANR is the pipeline transporter under fifteen disputed gas purchase contracts. Each contract contained a force majeure clause which is virtually identical. Dyco alleges ANR is indebted to it in the sum of \$18,704,805.40 for gas which Dyco had available for delivery to ANR from the properties dedicated under the fifteen contracts and which ANR was allegedly obligated to take, but did not take, during the period from January 1, 1983 to July 31, 1986.

The gas purchase contracts included a take-or-pay provision which required the pipeline company either to accept a certain percentage of gas each well was capable of producing, or to pay the contract price for the gas with a right to take delivery at some later time. The force majeure provision provides:

If either Buyer or Seller is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party such obligation or condition shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period.... The term "force majeure" shall include, without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, accidents, breakdowns, strikes and any other industrial, civil or public disturbance, inability to obtain materials, supplies, permits, or labor, any act or omission (including failure to take gas) of a purchaser of gas from Buyer which is excused by any event or occurrence of the character herein defined as constituting force majeure, temporary or permanent failure of gas supply, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military....

On October 13, 1982 the Michigan Gas Cost Recovery Act (MGCRA) became effective. Under MGCRA, regulated Michigan utilities were prevented from passing through to its customers gas costs which are unreasonably or imprudently incurred by the utility company. See, Mich.Comp.Laws §460, 6H(13).

On July 31, 1984, the Federal Energy Regulatory Commission (FERC) promulgated Order 380 (18 CFR §154.111) which declared inoperative the minimum bill provisions in gas purchase contracts to the extent that such provisions enable gas pipeline companies to recover variable costs for gas not taken by its customers. A minimum bill provision requires a pipeline customer to pay for a minimum volume of gas, regardless of whether the customer actually takes that amount of gas. As a major interstate natural gas pipeline company, ANR is comprehensively regulated by FERC. FERC has jurisdiction over ANR as to sales of gas, transportation of gas, rates and charges, construction of new facilities, extension or abandonment of service and facilities, accounts and records and depreciation and amortization policies. ANR makes no sales of gas without FERC approval and cannot charge a price for gas which FERC does not approve. FERC regulates the pass-through of ANR's cost of gas to ANR's sales customers and periodically reviews ANR's gas purchases and its gas purchasing practices. FERC regulates the contracts (service agreements and tariffs) under which ANR sells to its customers and has authority to order changes.

ANR has four major customers for its gas. Michigan Consolidated Gas Company (MichCon), Wisconsin Gas Company, Wisconsin

Public Service Company and Wisconsin Natural Gas Company (Wisconsin customers). Through calendar year 1984, ANR depended upon these customers for 80% of its sales.

With respect to MichCon, ANR had the protection of a minimum bill provision, a take-or-pay obligation without any rights of recoupment. ANR entered into requirements contracts with its Wisconsin customers. These contracts provided that should they purchase gas from a non-local source other than ANR, they would automatically become subject to the minimum bill requirement. ANR had similar provisions in its contracts with all of its other customers which protected ANR's markets from other suppliers.

Dyco argues that an event of force majeure, as defined under the contract, did not occur. Dyco contends:

1. ANR's imposition of force majeure is solely economically based.
2. That Order 380 merely waived or relieved utility purchasers of a requirement to pay for gas they did not take. It did not prohibit or render customers unable to take gas from ANR.
3. Order 380 shifted the burden of carrying the fixed costs of a pipeline. The minimum bill allowed ANR to charge customers a portion of the fixed costs. Order 380 relieved ANR's customers of the obligation of the minimum bill, and it allowed the customer to purchase gas from other suppliers.

4. ANR wants out of its take or pay obligation because of the decline in the market.
5. None of the regulatory acts cited by ANR "directly and of themselves prevent" ANR's customers from taking ANR's gas.
6. ANR has caused its own "force majeure" by over contracting for gas supplies.

In response, ANR asserts:

1. This is not a traditional take-or-pay case. Rather this is a force majeure case therefore take-or-pay case law does not apply--for two reasons: first, the quantity provision in the contract is unique. Second, the force majeure clause is not a disguised market-out clause since there is a separate market-out clause contained in other provisions in the contracts.
2. The force majeure clause expressly excuses ANR from its performance with Dyco as a result of governmental acts which excused the performance of ANR's customers.
3. ANR has been unable to take more gas because the pipelines are full. Relief valves are backing up the line. ANR has stored its gas in underground reservoirs and in the pipelines. However there are physical limits to how much gas can be squeezed into pipelines without endangering life and property.
4. This is not an economic-based force majeure; rather this is a contract-based force majeure. It is the failure of

MichCon to take ANR's gas because MichCon is excused from its contract with ANR by reason of governmental action.

In response to inquiries by the Court, Dyco argues that Order 380 is simply a modification by FERC in its tariff requirements. The obligation between ANR and its customers, like MichCon, consists of a Service Agreement, which incorporates a Rate Schedule "by reference to the tariff" and the Rate Schedule includes the Minimum Commodity Bill Provision. Dyco argues that Order 380 did not affect the contractual relationship with ANR and its customers, but rather the Order eliminated the variable costs portion contained in the minimum bill. In that the Service Agreement did not contain a minimum bill provision, Order 380 did not affect ANR and its customer's contractual relationship. Order 380 only required a change in the tariff between ANR and its customers. ANR is subject to tariff modification at any time by FERC and therefore such an event cannot constitute force majeure.

ANR asserts that prior to Order 380 there was a minimum bill provision in ANR's Service Agreement with MichCon; it was enforceable against MichCon; and it was, by FERC requirement, contained in the Rate Schedule filed in ANR's tariff. However Order 380 rendered the variable cost portion of the minimum bill provision unenforceable. ANR acknowledges that FERC has the power to modify tariffs, which impacts contract performance. It is the power of modification and the spontaneous nature of the power that caused ANR to negotiate for protection in the force majeure clause.

The Court has considered the respective positions taken by the parties and concludes:

1. The force majeure clause is unambiguous.
2. FERC is a governmental agency within the meaning of the parties' force majeure clause.
3. FERC is empowered to exercise its authority to regulate rates, changes and practices of natural gas companies by the Natural Gas Act, 15 U.S.C. §717 et seq.
4. FERC Order 380, 18 CFR §154.111 provides Limitations on provisions in rates schedules and tariffs.

a. Limitations

- i. Effective July 31, 1984 any pipeline rate schedule or tariff governing the sale of natural gas shall be inoperative and of no effect at law to the extent it provided for recovery of purchased gas costs for gas not taken by the buyer.
- ii. No rate schedule or tariff governing the sale of natural gas and filed on or after July 31, 1984 may provide for recovery of variable costs associated with gas not taken by the buyer.

Order 380 eliminated the variable costs portion of the minimum bill provision contained in its tariffs which, in effect, excused ANR's customers from their purchase obligations to ANR.

5. By promulgating Order 380, FERC was acting within its lawful authority to regulate transporters of natural gas. MIGC, INC. v. F.E.R.C., 770 F.2d 1146, 1156 (D.C.Cir. 1985).
6. ANR entered into Service Agreements with its customers. The Service Agreements incorporated a Rate Schedule by reference to the tariff and included the Minimum Commodity Bill provision.
7. Order 380 has the effect of allowing customers of ANR to pick and choose among its pipeline suppliers (including "spot gas" markets) without incurring charges for gas it does not take.
8. FERC's promulgation of Order 380 is the direct cause of ANR's customer's reduction of gas takes and excused their performance under the Service Agreement.
9. The Rate Schedule expressly contained a provision which acknowledges that the rates are subject to change "from time to time" by FERC.
10. The Michigan Public Service Commission is a governmental agency within the meaning of the parties' force majeure clause. Passage of the Michigan Gas Cost Recovery Act had the effect of excusing performance by ANR's customers under their Service Agreement.
11. A force majeure clause is a provision in a contract excusing performance by a party under specified circumstances. 8 H. Williams & Meyers, Oil and Gas Law

Manual of Oil and Gas Terms at 369-370 (1987). A force majeure clause defines the areas of unforeseeable events that might excuse nonperformance within the contract period. Gulf Oil Corp. v. F.E.R.C., 706 F.2d 444, 452 (3rd Cir. 1983) (cert. denied 464 U.S. 1038).

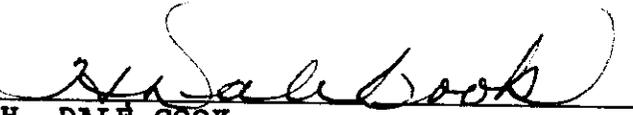
12. Although action by a regulatory agency can be anticipated, the timing and resulting impact is unforeseeable. Therefore, ANR's legitimate concern that a customer could be relieved of a portion of its minimum commodity bill requirement by FERC, without any corresponding relief to ANR of its take-or-pay obligations under its contract with Dyco, caused ANR to include the governmental acts event within the force majeure provision of its gas purchase contracts.
13. The effect of the passage of Order 380 and MGCRA are acts of force majeure, as defined under the force majeure provision contained in the parties' gas purchase contracts.
14. The term "unable" is synonymous with "impracticable" when used in gas purchase contracts. See International Minerals & Chemical Corp. v. Llano, 770 F.2d 879 (10th Cir. 1985) (cert. denied 475 U.S. 1015).
15. Whether ANR has been rendered "unable, wholly or in part, by force majeure" is a question of fact for the trier of fact rendering summary judgment inappropriate.

16. Whether ANR can ratably reduce its takes allegedly due to system-wide force majeure is a disputed factual issue between the parties.

17. Whether ANR pipelines and storage facilities are full rendering it unable to take additional quantities of gas is a disputed factual issue between the parties.

It is therefore the Order of the Court that the motion of plaintiff Dyco Petroleum Company for summary judgment over and against ANR Pipeline Company is hereby DENIED.

IT IS SO ORDERED this 1<sup>st</sup> day of September, 1988.

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



3. On or about the 3rd day of June, 1988, Defendant filed its Answer and Counterclaim in the above cited matter.

4. On the 14th day of June, 1988, this Court set a hearing on Defendant's Request for Injunctive Relief, as well as for Plaintiff's Motion for Temporary Restraining Order, for the 30th day of June, 1988.

5. On the 21st day of June, 1988, Plaintiff and Defendant filed a Motion for Continuance of the June 30, 1988 hearing to be reset upon motion. By way of Order dated June 23, 1988, this Court granted such continuance.

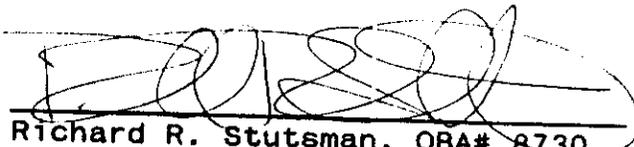
6. Pursuant to further negotiations between Plaintiff and Defendant and a subsequent agreed upon settlement between said parties, Plaintiff submits this Stipulation of Dismissal dismissing, with prejudice, its cause of action as contained in its Petition and, in addition, Defendant submits this Stipulation of Dismissal dismissing, with prejudice, its claim as contained in Defendant's Answer and Counterclaim.

WHEREFORE, Inland Mortgage Corporation and The Federal Deposit Insurance Corporation submit this Stipulation of Dismissal dismissing, with prejudice, any and all claims of Plaintiff contained in Plaintiff's Petition as filed with the District Court in and for Tulsa County, Oklahoma on May 26, 1988, and as removed to the United States District Court for the Northern District of Oklahoma on May 27, 1988, and dismissing,

with prejudice, all claims of Defendant as contained in Defendant's Answer and Counterclaim as filed with this Court on June 3, 1988.

Respectfully submitted,

MARSH, ROBERTS, MARRS,  
SHACKLETT & FEARS, P.C.



Richard R. Stutsman, OBA# 8730  
606 ONEOK Plaza  
100 West Fifth Street  
Tulsa, Oklahoma 74103  
(918) 587-0141  
Attorneys for Plaintiff Inland  
Mortgage Corporation



Barry K. Beasley  
P. O. Box 2269  
Tulsa, Oklahoma 74101-2269  
Attorney for The Federal Deposit  
Insurance Corporation