

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

TRANSWESTERN MINING COMPANY,
a Nevada corporation,

Plaintiff,

vs.

Case Number 89-C-518-E

GAIL KELLEHAN and MELVA
KELLEHAN, husband and wife,

Defendants.

AGREED JUDGMENT GRANTING PERMANENT INJUNCTION

This matter comes upon before the Court pursuant to the Joint Application of Plaintiff Transwestern Mining Company ("Transwestern") and Defendants Gail Kellehan and Melva Kellehan. The Court finds that the parties have stipulated that Plaintiff Transwestern is entitled to judgment according to the prayer in the Complaint, except as stated herein, and it is, therefore,

ORDERED, ADJUDGED AND DECREED that Plaintiff Transwestern shall be and is hereby granted judgment permanently enjoining Gail Kellehan and Melva Kellehan and their agents, contractors, servants, employees, and assigns (hereinafter collectively referred to as "Defendants") as follows:

1. Defendants shall cease and desist from all efforts to prevent Transwestern from constructing and maintaining a fence to prevent cattle or any other animals or livestock from grazing or coming into any disturbed portion of the area described as follows:

The Northwest Quarter of the Northeast Quarter; the West Half of the Northeast Quarter of the Northeast Quarter; the West Half of the Southeast Quarter of the Northeast Quarter; the East Half of the Southwest Quarter of the Northeast Quarter; the Northwest Quarter of the Southwest Quarter of the Northeast Quarter; and the North Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; all in Section 12, Township 22 North, Range 16 East, Rogers County, Oklahoma (hereinafter called "Permit Area").

2. Defendants shall **cease** and desist from all efforts to have cattle or any other animals or livestock graze or come into any disturbed portion of the Permit Area;

3. Defendants shall **cease** and desist from all efforts to plow, cultivate, harvest, **now**, fertilize or treat with any natural or chemical substance any disturbed portion of the Permit Area;

4. Defendants shall **cease** and desist from all efforts to interfere with, hinder, or delay Transwestern's reclamation operations on the Permit Area, such reclamation operations including, without limitation, re-vegetation, sampling, inspection, drainage control, erosion control, backfilling, and grading;

5. Defendants shall **cease** and desist from all use or employment upon the disturbed portion of the Permit Area of tractors, combines, machinery, farm implements, automobiles, trucks or any other type of **equipment** or vehicles;

6. Defendants shall **cease** and desist from all efforts to cross or drive upon the disturbed portion of the Permit Area with

any tractors, combines, machinery, farm implements, automobiles, trucks or any other types of equipment or vehicles;

7. Defendants shall **cease** and desist from injuring or threatening to injure Transwestern's employees, contractors, and agents; and

8. Defendants shall **not use** or come into the disturbed portion of the Permit Area for any reason whatsoever, except that:

A. Defendants may walk on the disturbed portion of the Permit Area for the sole purpose of inspection; and

B. Gail Kellehan, Ron Kellehan, and Allen Kellehan, but no others, may ride their horses on the disturbed portion of the Permit Area for the sole purpose of inspection.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Transwestern shall pay Defendants one-half of all net proceeds actually received by Transwestern after this date from the sale of hay harvested from the disturbed portion of the Permit Area.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that by October 31, 1989, Transwestern shall, at its sole expense, install a four feet tall, thirty feet wide, three strand barb wire gate at the southeast corner of the southern most pond in the disturbed portion of the Permit Area.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that nothing herein shall prevent Defendants from picking pecans or cutting timber in the non-disturbed portions of the Permit Area.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this agreed judgment and injunction shall automatically expire when that certain surety bond, executed by Transwestern, as applicant, and Transamerica Insurance Company, as surety, in favor of the Oklahoma Department of Mines ("ODOM") No. 5760-66-05, in the original amount of \$1,306,500.00, as amended by those certain riders dated November 12, 1985, November 25, 1985, and December 29, 1987, has been completely and forever released by the ODOM.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall bear its own costs and attorney's fees incurred herein.

Dated this 15 day of September, 1989.

S/ JAMES O. ELLISON

HON. JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

By: 

Richard H. Foster (OBA #3055)
1000 Atlas Life Building
Tulsa, Oklahoma 74103
(918) 582-1211

Attorneys for the Plaintiff
Transwestern Mining Company

ADAMS & DICKSON

By: William T. Dickson

William T. Dickson
650 South Cherokee
Catoosa, Oklahoma 74015
(918) 266-2232

Attorneys for the Defendants
Gail Kellehan and Melva Kellehan

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

FILED

SEP 15 1989

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

GENERAL ACCIDENT INSURANCE
COMPANY OF AMERICA,

Plaintiff,

vs.

No. 88-C-255-E

FIRST NATIONAL BANK AND TRUST
COMPANY OF TULSA, et al.,

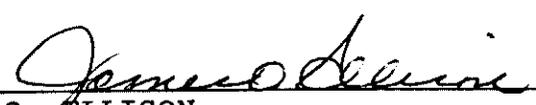
Defendants.

ADMINISTRATIVE CLOSING ORDER

The Court finds the captioned matter has been stayed pending resolution of state court matters. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS THEREFORE ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings within ten (10) days of entering judgment in state court.

ORDERED this 15th day of September, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 15 1989

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

MELVIN THEARD,
a/k/a Melvin R. Theard,

Defendant.

CIVIL ACTION NO. 89-C-0018-E

ORDER OF DISMISSAL

Now on this 15th day of September, 1989, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve him have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Melvin Theard, a/k/a Melvin R. Theard, be and is dismissed without prejudice.

OF JAMES C. SILVER

UNITED STATES DISTRICT JUDGE

cen

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 15 1968

LEASE LIGHTS, INC.; JACK R. SEAY, d/b/a SEAY ELECTRIC COMPANY; KNIGHT LIGHTS COMPANY, INC.; and PROTECTIVE LIGHTING, INC.,

Plaintiffs,

v.

PUBLIC SERVICE COMPANY OF OKLAHOMA

Defendant.

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

No. 77-C-417-E

JUDGMENT ALLOWING COSTS

This matter is before the Court concerning the taxation of costs in favor of Defendant Public Service Company of Oklahoma. The Court being informed that all the parties have agreed on the amount of costs to be taxed, and all the parties having so indicated by the signature of their respective counsel below,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant Public Service Company of Oklahoma have a judgment for costs in the amount of \$30,695.00 against Plaintiff Lease Lights, Inc.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant Public Service Company of Oklahoma have a judgment for costs in the amount of \$20,889.00 against Plaintiff Jack R. Seay, d/b/a Seay Electric Company.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant Public Service Company of Oklahoma have a judgment for costs in

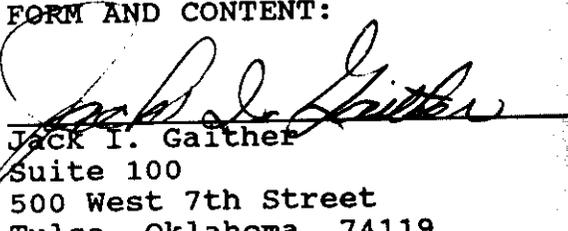
the amount of \$22,431.00 against Plaintiff Knight Lights Company, Inc.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant Public Service Company of Oklahoma have a judgment for costs in the amount of \$25,985.00 against Plaintiff Protective Lighting, Inc.

ENTERED this 15th day of Sept., 1989.

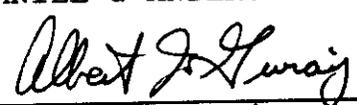
S/ JAMES O. ELLISON
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED IN
FORM AND CONTENT:


Jack I. Gaither
Suite 100
500 West 7th Street
Tulsa, Oklahoma 74119

ATTORNEY FOR PLAINTIFFS LEASE
LIGHTS, INC., JACK R. SEAY,
d/b/a SEAY ELECTRIC COMPANY,
KNIGHT LIGHTS COMPANY, INC.,
AND PROTECTIVE LIGHTING, INC.

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

By 
Albert J. Givray
1000 Atlas Life Building
Tulsa, Oklahoma 74103
(918) 582-1211

ATTORNEYS FOR DEFENDANT
PUBLIC SERVICE COMPANY
OF OKLAHOMA

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

FILED

SEP 15 1989

CLERK
U.S. DISTRICT COURT

E.W.A. Holding Company, Inc.)
an Oklahoma corporation)

Plaintiff)

vs.)

No. 89-C-621 C)

Winchester Mortgage Company, a)
California corporation,)
Leo Raiche, individually, and)
Don Ryals individually,)

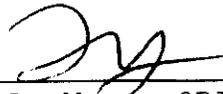
Defendants.)

Notice of Dismissal with Prejudice

Plaintiff hereby dismisses its causes of action against the defendants Winchester Mortgage Company, Leo Raiche and Don Ryals with prejudice as to the filing of any future action and at the cost of the plaintiff.

Dated September 13, 1989.

By: _____


Thomas A. Mann, OBA #5665
3314 East 51st Street
Tulsa, Oklahoma 74135
(918) 749-4222

Attorney for Plaintiff
E.W.A. Holding Company, Inc.

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dt*

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

In re:
MARSHALL SUPPLY & EQUIPMENT
COMPANY, d/b/a Marsuco,

Debtor.

MARSHALL SUPPLY & EQUIPMENT
COMPANY, d/b/a Marsuco,

Plaintiff,

vs.

MYRNA L. VINCENT, et al.,

Defendants.

No. 86-01926-W
(Chapter 11)

9-14-89

Adversary No. 88-0099-W

Case No. 88-C-1376-E *RWC*
and 88-C-1377-E ✓

ORDER AND JUDGMENT

NOW on this 14th day of September, 1989, comes on for consideration the above styled matter and the Court, being fully advised in all premises, finds that four items are currently pending before the Court. These include:

1. Application and Supporting Brief for Final Order of Abstention and Dissolution of Preliminary Injunction, filed by Defendants Myrna L. Vincent and Sherrill Vincent Nilson, as Co-Trustees of the Charles Renic Vincent Testamentary Trust, Scott Renic Vincent, the sole adult beneficiary of the Trust, and Myrna L. Vincent as Guardian for Matthew Lee Vincent and Brett Andrew Vincent, minor beneficiaries of the Trust;
2. Co-Defendants' Joinder of Application for Final Order of Abstention and Dissolution of Preliminary Injunction,

filed by Myrna L. Vincent, individually and as personal representative of the Estate of Charles Renic Vincent;

3. Application of Marshall Supply and Equipment Company for Rehearing; and

4. Briefs of the parties regarding the Motion to Reconsider filed by Marshall Supply and Equipment Company.

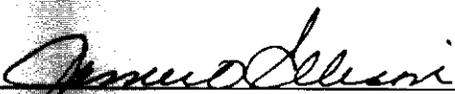
This Court has carefully reviewed each of the foregoing items, together with the supporting briefs and the respective response and reply briefs filed by the parties, and has considered the entire record of this case, including the Order of and Judgment of the United States Court of Appeals for the Tenth Circuit filed February 24, 1989. Accordingly, this Court enters the following Order and Judgment:

1. The Application for Final Order of Abstention and Dissolution of Preliminary Injunction filed March 3, 1989 is granted.

2. The Application of Marshall Supply and Equipment Company for Rehearing is denied.

3. The reconsideration requested by Marshall Supply and Equipment Company has been done but this Court declines to vacate its Order of November 10, 1988.

4. The Preliminary Injunction entered by the Honorable Mickey D. Wilson, Bankruptcy Judge, on September 22, 1988, is hereby dissolved and of no further force and effect.



JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OKLAHOMA

CLERK'S OFFICE

UNITED STATES COURT HOUSE

TULSA, OKLAHOMA 74103

(D18) 581-7786
(FTE) 736-7796

JACK C. SILVER
CLERK

September 14, 1989

TO: Counsel/Parties of Record.

RE: Case # ^{89-C-620} 88-CR-61-C
United States vs. Joe Blanton *JB*

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

For the reasons set forth in the Court's Order of June 22, 1989, Joe Blanton's motion of 7/28/89 for habeas corpus relief is hereby DENIED.

Very truly yours,

JACK C. SILVER, CLERK

By: *J. Mills*
Deputy Clerk

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

JOYCE CONNOR,

Plaintiff,

vs.

No. 88-C-1461-E

SECRETARY OF HEALTH AND
HUMAN SERVICES,

Defendant.

88-14-89

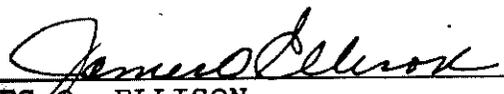
ORDER

The Court has before it for consideration Plaintiff Joyce Connor's objections to the Findings and Recommendations of the Magistrate filed on May 10, 1989 in which it is recommended that Plaintiff's claim for benefits under the Social Security Act be denied and that judgment be entered for the Defendant.

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

IT IS THEREFORE ORDERED that Plaintiff is not entitled to disability benefits under the Social Security Act and that judgment be and hereby is entered for the Defendant.

ORDERED this 14th day of September, 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

AMERICAN STATES INSURANCE
COMPANY,

Plaintiff,

vs.

No. 89-C-138-E

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

9-14-89

O R D E R

NOW on this 14th day of September, 1989 comes on for hearing the above styled case and the Court, being fully advised in the premises finds that Plaintiff has moved to dismiss the instant action based on the increase in jurisdictional amount to \$50,000. Plaintiff states that no discovery has been conducted to date and the case has been on file for a relatively short period of time. Although Defendant objects to such dismissal and urges this Court to grant it the expenses and costs incurred in connection with its attempts to block remand, this Court finds that in the interest of effective and efficient management of the docket, such case should in fact, be dismissed without prejudice to any subsequent refiling.

IT IS THEREFORE ORDERED that the Application of Plaintiff for Leave to Dismiss Cause without Prejudice should be and is hereby granted. The Clerk of the Court is directed to close such case and remove it from the docket.

ORDERED this 14th day of September, 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

SEP 14 1989

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

KOCH INDUSTRIES, INC.,
as successor in interest to
BIGHEART PIPELINE CORPORATION
AND CONSOLIDATED SUBSIDIARIES,

Plaintiffs

v.

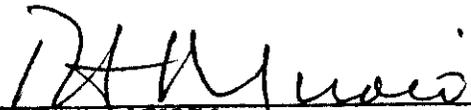
UNITED STATES OF AMERICA,

Defendant

CIVIL NO. 86-C-1096B

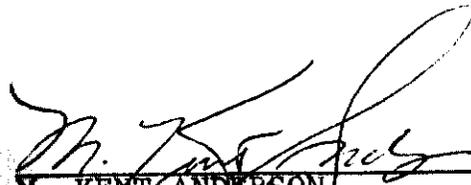
STIPULATION FOR DISMISSAL

It is hereby stipulated and agreed that the Complaint in the above-entitled case be dismissed with prejudice, the parties to bear their respective costs, including any possible attorneys' fees or other expenses of litigation.



RALPH A. MUOIO
CAPLIN & DRYSDALE
One Thomas Circle, N.W.
Washington, D.C. 20005
(202) 862-5000

ATTORNEY FOR PLAINTIFF



M. KENT ANDERSON
Department of Justice
Tax Division
1100 Commerce St. 5B31
Dallas, TX 75242
(214) 767-0293

ATTORNEY FOR DEFENDANT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
CUSTOM MARINE CENTER, a general)
partnership; JIM D. BASE a/k/a)
JIMMY DOYLE BASE, WELDON L.)
THORNTON a/k/a WELDON LAVERNE)
THORNTON, and JAMES H. THORNTON,)
a/k/a JAMES HENRY THORNTON,)
general partners of Custom)
Marine Center; COUNTY TREASURER,)
Creek County, Oklahoma; and)
BOARD OF COUNTY COMMISSIONERS,)
Creek County, Oklahoma,)
)
Defendants.)

FILED

SEP 14 1989

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

CIVIL ACTION NO. 88-C-1426-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 14th day
of September, 1989. The Plaintiff appears on behalf of the
Small Business Administration by Tony M. Graham, United States
Attorney for the Northern District of Oklahoma, through Phil
Pinnell, Assistant United States Attorney; the Defendants, County
Treasurer, Creek County, Oklahoma, and Board of County
Commissioners, Creek County, Oklahoma, appear not, having
previously filed their Disclaimer; the Defendants, Custom Marine
Center, a general partnership and James H. Thornton a/k/a James
Henry Thornton, general partner of Custom Marine Center, appear
by their attorney Margo L. Bowles; and the Defendants, Jim D.
Base a/k/a Jimmy Doyle Base and Weldon L. Thornton a/k/a Weldon
LaVerne Thornton, general partners of Custom Marine Center,
appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Custom Marine Center, a general partnership and James H. Thornton a/k/a James Henry Thornton, general partner of Custom Marine Center, acknowledged receipt of Summons and Complaint on February 10, 1989; that Defendant, County Treasurer, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on October 17, 1988; and that Defendant, Board of County Commissioners, Creek County, Oklahoma, acknowledged receipt of Summons and Complaint on October 17, 1988.

It appears that the Defendants, County Treasurer, Creek County, Oklahoma, and Board of County Commissioners, Creek County, Oklahoma, filed their Disclaimer on October 28, 1988; and that the Defendants, Jim D. Base a/k/a Jimmy Doyle Base and Weldon L. Thornton a/k/a Weldon LaVerne Thornton, general partners of Custom Marine Center, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that on October 23, 1986, Jim D. Base a/k/a Jimmy Doyle Base was discharged in Chapter 7 bankruptcy, Case No. 86-02268-B, United States Bankruptcy Court, Western District of Oklahoma.

The Court further finds that on November 1, 1988, James Henry Thornton and Hedy La Nell Thornton d/b/a Custom Marine Center, Inc. filed their voluntary petition in bankruptcy in Chapter 7 in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 88-03340-W. On December 28, 1988, the United States Bankruptcy Court for the Northern District of Oklahoma entered its order modifying the automatic stay afforded the debtors by 11 U.S.C. § 362 and directing abandonment of the

real property subject to this foreclosure action and which is described below. On February 3, 1989, a Discharge of Debtor was entered in the United States Bankruptcy Court, Northern District of Oklahoma, releasing the debtors from all dischargeable debts.

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 located in Section 18, Township 19 North, Range 9 East, in Creek County, State of Oklahoma, more particularly described as follows, to-wit: BEGINNING at a point 731.11 feet South and 285.46 feet West of the Northeast corner of the Northwest Quarter (NW4) of said Section 18; THENCE West a distance of 357.13 feet to a point on the Easterly right of way line of State Highway 48; THENCE South 2° 30' East, along said right of way a distance of 305.48 feet; THENCE East a distance of 343.80 feet; THENCE North a distance of 305.19 feet to the point of beginning and containing 2.45 acres more or less.

The Court further finds that on January 3, 1980, Jim D. Base, Weldon L. Thornton, and James H. Thornton, individually and as general partners of Custom Marine Center, executed and delivered to the First Bank & Trust Company, Sand Springs, Oklahoma, their note in the amount of \$75,000.00, payable in monthly installments, with interest thereon at the rate of twelve percent (12%) per annum.

The Court further finds that as security for the payment of the above-described note, Jim D. Base, Weldon LaVerne Thornton, and James Henry Thornton, as general partners of Custom

Marine Center, executed and delivered to the First Bank & Trust Company, Sand Springs, Oklahoma, a real estate mortgage dated January 3, 1980, covering the above-described property. Said mortgage was recorded on January 14, 1980, in Book 80, Page 486, in the records of Creek County, Oklahoma.

The Court further finds that on June 27, 1984, the First Bank & Trust Company, Sand Springs, Oklahoma, assigned said mortgage to the Small Business Administration, an agency and instrumentality of the United States Government. Said Assignment of Mortgage was recorded on October 30, 1984, in Book 175, Page 87, in the records of Creek County, Oklahoma.

The Court further finds that the Defendants, Custom Marine Center, a general partnership, and Jim D. Base a/k/a Jimmy Doyle Base, Weldon L. Thornton a/k/a Weldon LaVerne Thornton, and James H. Thornton a/k/a James Henry Thornton, general partners of Custom Marine Center, 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, Custom Marine Center, a general partnership, and Jim D. Base a/k/a Jimmy Doyle Base, Weldon L. Thornton a/k/a Weldon LaVerne Thornton, and James H. Thornton a/k/a James Henry Thornton, general partners of Custom Marine Center, are indebted to the Plaintiff in the principal sum of \$88,980.89, together with accrued interest of \$59,629.58 as of the 16th day of August, 1988, with interest thereafter at the rate of 12 percent per annum or the daily rate of \$34.13, 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, Custom Marine Center, a general partnership and James H. Thornton a/k/a James Henry Thornton, general partner of Custom Marine Center, claim no right, title, or interest in the subject real property.

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against Defendants, Custom Marine Center, a general partnership, and Jim D. Base a/k/a Jimmy Doyle Base, Weldon L. Thornton a/k/a Weldon LaVerne Thornton, and James H. Thornton a/k/a James Henry Thornton, general partners of Custom Marine Center, in the principal sum of \$88,980.89, together with accrued interest of \$59,629.58 as of the 16th day of August, 1988, with interest thereafter at the rate of 12 percent per annum or the daily rate of \$34.13, until judgment, plus interest thereafter at the current legal rate of 7.75 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, Custom Marine Center, a general partnership; James H. Thornton a/k/a James Henry Thornton, general partner of Custom Marine Center; and County Treasurer and Board of County Commissioners, Creek County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with 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



PHIL PINNELL, OBA #7169
Assistant United States Attorney



MARGO L. BOWLES, OBA #
Attorney for Defendants,
Custom Marine Center,
a general partnership, and
James H. Thornton
a/k/a James Henry Thornton,
general partner of Custom Marine Center

Judgment of Foreclosure
88-C-1426-B

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

SEP 13 1989 \$

LINDA SWEET and DANIEL SWEET,)

Plaintiffs,)

vs.)

Case No. 89-C-312-E ✓

ANDREA RENEE JOHNSON and)
BUCK JOHNSON,)

Defendants.)

ORDER

NOW on this 12th day of September, 1989, comes on for consideration the above styled matter and the Court, being fully advised in all premises finds that Defendant Buck Johnson has moved to dismiss the action as against him for failure to state a claim upon which Plaintiffs may recover against him. Defendant Buck Johnson is the father of Defendant Andrea Renee Johnson. Ms. Johnson was involved in an automobile accident with Plaintiff Linda Sweet on August 21, 1987, out of which arose this action.

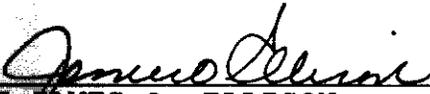
Defendant Buck Johnson urges that there is no duty upon him due and owing to the Plaintiffs and that there cannot thus be any liability upon him for his daughter's actions. It is undisputed that Andrea was acting on her own behalf in driving to the home of her boyfriend's grandmother at the time of the accident. Andrea was thus not performing any mission of her father's in so driving. It is similarly undisputed that the family doctrine does not apply in Oklahoma to hold parents liable for actions of their children. See Stumpf v. Montgomery, 226 P. 65, (Okla. 1924).

Plaintiffs acknowledge the holding in Stumpf, supra, but urge

that their allegation of negligent entrustment circumvents such holding. Although Plaintiffs cite several cases from other jurisdictions in support of their position, a diligent search of Oklahoma law reveals a dearth of cases in their favor and a panoply of cases supporting Defendant Buck Johnson's position. See, e.g., Fielding v. Dickinson, 230 P.2d 466 (Okla. 1951); Wagnon v. Carter, 539 P.2d 735 (Okla. 1975). See also Vance v. Thomas, 716 P.2d 710 (Okla.App. 1986) (holding that parental liability for negligent supervision of a child may overlap with negligent entrustment but that the two rule are not mutually exclusive).

Based upon this Court's reading of the Oklahoma law on the subject of negligent entrustment, Defendant Buck Johnson's Motion to Dismiss must therefore be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion to Dismiss of Defendant Buck Johnson should be and is hereby granted.



JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

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

TWYLA SUE HOOKER,
Plaintiff,

vs.

CONTINENTAL LIFE INSURANCE
Co., et al.

FILED
Defendants.

SEP 13 1989

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

No. 89-C-329-~~E~~

FILED

SEP 13 1989

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

ORDER

NOW on this 13th day of September, 1989 comes on for hearing the above styled case and the Court, being fully advised in the premises finds that this case comes before the Court on an appeal of a Discovery Order entered by Magistrate Wolfe. Such Discovery Order granted Defendants' Motion to Quash the deposition of Dr. Griffith and denied Plaintiff's Motion for Sanctions and Motion for Contempt. The quashing of the deposition subpoena was premised upon the fact that such deposition was scheduled to take place some four days after the deposition cut-off of April 20, 1989. As the underlying cases arise in the Eastern District of Oklahoma and are assigned to the Honorable H. Dale Cook, the Magistrate for the Northern District of Oklahoma felt he was powerless to extend the discovery cut-off.

The discovery practices in this case are unfortunately of the "gotcha" nature so abhorrent to the Court. Such discovery by ambush is repugnant to all notions of fair play and impartial

administration of justice. Regrettably, Plaintiff left herself open to such ambush when agreements were made to operate outside the discovery cut-off. As has been often reiterated by this Court, such agreements are made at the peril of the parties. Within the parameters of the Scheduling Order, the full power of the Court can and will be utilized to efficiently and effectively manage the case. However, such parameters cannot be read as mere "suggested dates". Once the parties begin to operate outside the properly entered Scheduling Order, they do so at their own risk and without the protection of the Court.

In the instant case, the deposition must be quashed based upon the factors outlined above. However, a proper result would be to apply to Judge Cook in the Eastern District for permission to take the desired deposition outside the discovery cut-off, with all proper fees and expenses paid, citing this skirmish as background. This Court strongly urges the parties to resolve this problem through allowed judicial channels, as such sharp practices of law are unflattering to all involved.

IT IS THEREFORE ORDERED that the Discovery Order herein granting Defendant's Motion to Quash Dr. Griffith's deposition and denying Plaintiff's Motions for Sanctions and for Contempt is upheld.

ORDERED this 13th day of September, 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

rg

OBA NO. 5026

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

SEP 13 1989
Jack G. Shiever
U. S. DISTRICT COURT

TINA BROWN and BARRY BROWN,
husband and wife,

Plaintiffs,

vs.

Case No. 89-C-738-E

STANLEY GLANZ, TULSA COUNTY
SHERIFF, JOHNNY EDGE,
D. PERKINS, JACKIE LEWIS,
JUNE DAVIS, BOARD OF TULSA
COUNTY COMMISSIONERS,
TERRY L. SHIEVER, MR. REEVES,
JOHN DOES' 1 THROUGH 6,

Defendants.

DISMISSAL WITHOUT PREJUDICE

COME NOW the plaintiffs, Tina Brown and Barry Brown, by and through their attorneys of record KNOWLES, KING & SMITH, P.C., pursuant to FRCP 41 (a)(1)(i) and herein dismisses Terry L. Shiever from this action without prejudice as to refiling.

Pursuant to the above referenced Rule, as Mr. Shiever has not been served with process, he may be dismissed by the plaintiffs without order of the court.

This Dismissal is not made for the purpose of hindering or delaying this action in any way.

Respectfully submitted,

KNOWLES, KING & SMITH

By *Dennis King*
DENNIS KING - OBA # 5026
Attorney for Plaintiffs
Tina Brown and Barry Brown

603 Expressway Tower
2431 East 51 Street
Tulsa, OK 74105
(918) 749-5566

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

MIDAMERICA FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Plaintiff,

vs.

No. 88-C-1344-B

SHERIDAN PROPERTIES, INC.; a
Tennessee corporation; ROBERT J.
PHILLIPS; WANDA N. PHILLIPS;
JUSTIN LYON; VIRGYL D. JOHNSON;
RAYMOND M. BRIGGS; ERWIN LEE
KING; JAMES O. SHOEMAKER; THOMAS
C. HARMON; HELEN P. BRIGGS;
EILEEN L. KING; MELANIE
SHOEMAKER; DARVEN L. BROWN;
FINIS W. SMITH; DAVID W. GRAHAM;
METROPOLITAN FEDERAL BANK
FSB, formerly doing business as
Metropolitan Federal Savings and
Loan Association; and TURNER
CORPORATION OF OKLAHOMA, INC.,

Defendants.

vs.

GREEN COUNTRY APPRAISAL SERVICE,
INC., an Oklahoma corporation,

Third-Party Defendant.

FILED

SEP 12 1989

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

ORDER VACATING JUDGMENT

The Court, having considered the Motion to Vacate Judgment of Helen P. Briggs, and noting the agreement of the owner of all of the assets of MidAmerica Federal Savings and Loan Association, Local America Bank, and noting that no party to the case has objected within fifteen days following filing of the Motion to Vacate Judgment;

IT IS ORDERED that the judgment previously granted in this case in personam against Helen P. Briggs is vacated and held for naught, but the judgment against her in rem for the property at issue in this litigation remains undisturbed.

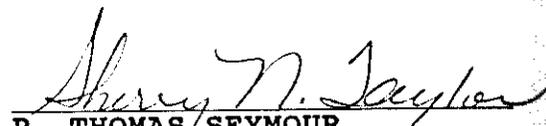
Done this 12th day of ^{Sept.} ~~August~~, 1989.

S/ THOMAS R. BRETT
THOMAS R. BRETT
U.S. DISTRICT JUDGE

AGREED TO AS TO FORM AND CONTENT:



LEWIS N. CARTER
Doerner, Stuart, Saunders,
Daniel & Anderson
Counsel for Local America Bank



R. THOMAS SEYMOUR
SHERRY N. TAYLOR
Counsel for Helen P. Briggs

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

MICHAEL E. WORLAND and
MARY WORLAND,

Plaintiffs,

vs.

CASE NO. 88-C-1144-E

OHIO AIR MAINTENANCE, INCOR-
PORATED, a corporation; MID-
STATES AIRCRAFT ENGINES, INC.,
a corporation, MILLER/RICHARDS
AIRCRAFT SALES, INC., a cor-
poration; and TEXTRON
LYCOMING, a subsidiary of
Textron, Inc., a corporation,

Defendants.

ORDER OF DISMISSAL

Upon Application by the Plaintiffs herein, the Court determines that all issues between the Plaintiffs, MICHAEL E. WORLAND and MARY WORLAND, and the Defendant, TEXTRON LYCOMING, a subsidiary of Textron, Inc., a corporation, have been fully compromised and settled.

IT IS, THEREFORE, ORDERED that the above styled and numbered cause be, and the same is hereby dismissed, with prejudice, as to the Defendant, TEXTRON LYCOMING, a subsidiary of Textron, Inc., a corporation.

/s/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

SEP 12 1989

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

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

TWO PARCELS OF REAL)
PROPERTY, WITH BUILDINGS,)
APPURTENANCES, AND)
IMPROVEMENTS, KNOWN AS)
32 EASTRIDGE DRIVE,)
SANTA CRUZ, CALIFORNIA,)

Defendant.)

Civil Action No. 86-C-1100-B
(Consolidated)

86-C-1101-B
86-C-1102-BV
86-C-1103-B

JUDGMENT OF FORFEITURE

WHEREAS, in the Complaint in the above-styled cause plaintiff sought forfeiture of the defendant real property known as 32 Eastridge Drive, Santa Cruz, California, to the United States, pursuant to Title 21 United States Code, §§ 881(a)(6) and (a)(7);

AND WHEREAS, on June 5, 1989, plaintiff and Claimants Bernard L. Segal and Sharon (Songer) Sons entered into a letter settlement agreement and on September 11, 1989, entered into a stipulated agreement;

AND WHEREAS, by virtue of said agreements, the United States is now entitled to all right, title, and interest in the defendant real property, subject to the

stipulated interest of claimants Bernard L. Segal, Sharon (Songer) Sons, and the Mallocke Beneficiaries;

AND WHEREAS, by virtue of said agreements, the claims of Bernard L. Segal, Sharon (Songer) Sons, and John Baruck are dismissed with prejudice;

AND WHEREAS, no other claim or answer has been filed in this action and in accordance with the Supplemental Rules for Certain Admiralty and Maritime Claims, the time for filing a claim and answer has passed;

IT IS HEREBY ORDERED:

1. That the terms of the letter settlement agreement are hereby ratified.

2. That the terms of the Stipulation of Settlement are hereby ratified.

3. That all right, title, and interest to the defendant real property is hereby forfeited to the United States.

4. That the proceeds of sale of the property shall be distributed in the following priority:

a) First for the payment to the United States of all expenses of forfeiture of the defendant real property, including, but not

limited to, expenses of seizure, custody, advertising, and sale.

b) Second, all real estate taxes owed on the property to date of sale.

c) Third, for the payment of the claim of the Mallcke Beneficiaries, with accrued interest.

d) Fourth, for the payment to claimant Bernard L. Segal of \$22,500.00.

e) Fifth, for the payment to Sharon (Songer) Sons of \$22,500.00.

f) Sixth, for the payment to the United States of all amounts remaining after the above disbursements.

DATED: This 12th day of September, 1989.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

CJD/ch

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

F I L E D

SEP 12 1989

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

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

TWO PARCELS OF REAL)
PROPERTY, WITH BUILDINGS,)
APPURTENANCES, AND)
IMPROVEMENTS, KNOWN AS)
32 EASTRIDGE DRIVE,)
SANTA CRUZ, CALIFORNIA,)

Defendant.)

Civil Action No. 86-C-1100-BV ✓
(Consolidated)

86-C-1101-B

86-C-1102-B

86-C-1103-B

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DATED: This 12th day of September, 1989.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

CJD/ch

FILED

SEP 12 1989

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 TWO PARCELS OF REAL)
 PROPERTY, WITH BUILDINGS,)
 APPURTENANCES, AND)
 IMPROVEMENTS, KNOWN AS)
 32 EASTRIDGE DRIVE,)
 SANTA CRUZ, CALIFORNIA,)
)
 Defendant.)

Civil Action No. 86-C-1100-B
(Consolidated)

86-C-1101-B ✓
86-C-1102-B
86-C-1103-B

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f) Sixth, for the payment to the United States of all amounts remaining after the above disbursements.

DATED: This 12th day of September, 1989.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

CJD/ch

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

F I L E D

SEP 12 1989

LAWRENCE NAJERA,)
)
 Plaintiff,)
)
 vs.)
)
 LOUIS W. SULLIVAN, M.D.,)
 Secretary of Health and)
 Human Services,)
)
 Defendant.)

Jack C. Silver, Clerk
U.S. DISTRICT COURT
No. 88-C-1261-B

ORDER

This matter comes before the Court upon Plaintiff's objection to the Report and Recommendations of the United States Magistrate. Plaintiff is seeking social security disability benefits and was denied same in the decision of the Administrative Law Judge (ALJ) acting on behalf of the Secretary of Health and Human Services.

Plaintiff filed the instant action pursuant to 42 U.S.C. § 405(g) seeking a review of the decision of the Secretary of Health and Human Services. The matter was referred to the United States Magistrate who entered his Report and Recommendations on June 29, 1989, finding that the Secretary's decision was supported by substantial evidence and should be affirmed.

The Social Security Act entitles every individual who "is under a disability" to a disability insurance benefit. 42 U.S.C.A. § 423(a)(1)(D) (1983). "Disability" is defined as the "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment." *Id.* § 423(d)(1)(A). An individual

"shall be determined to be under a disability only if his physical or mental impairment or impairments are of such severity that he is not only unable to do his previous work but cannot, considering his age, education, and work experience, engage in any other kind of substantial gainful work which exists in the national economy, regardless of whether such work exists in the immediate area in which he lives, or whether a specific job vacancy exists for him, or whether he would be hired if he applied for work."

Id. § 423(d)(2)(A).

Under the Social Security Act the claimant bears the burden of proving a disability, as defined by the Act, which prevents him from engaging in his prior work activity. Reyes v. Bowen, 845 F.2d 242, 243 (10th Cir. 1988); 42 U.S.C. § 423(d)(5) (1983). Once the claimant has established such a disability, the burden shifts to the Secretary to show that the claimant retains the ability to do other work activity and that jobs the claimant could perform exist in the national economy. Reyes, 845 F.2d at 243; Williams v. Bowen, 844 F.2d 748, 751 (10th Cir. 1988); Harris v. Secretary of Health and Human Services, 821 F.2d 541, 544-45 (10th Cir. 1987). The Secretary meets this burden if the decision is supported by substantial evidence. *See*, Campbell v. Bowen, 822 F.2d 1518, 1521 (10th Cir. 1987); Brown v. Bowen, 801 F.2d 361, 362 (10th Cir. 1986). "Substantial evidence" requires "more than a scintilla, but less than a preponderance," and is satisfied by such relevant "evidence that a reasonable mind might accept to support the conclusion." Campbell v. Bowen, 822 F.2d at 1521; Brown, 801 F.2d at 362. The determination of whether substantial evidence supports

the Secretary's decision, however,

"is not merely a quantitative exercise. Evidence is not substantial 'if it is overwhelmed by other evidence--particularly certain types of evidence (e.g., that offered by treating physicians)--or if it really constitutes not evidence but mere conclusion.'"

Fulton v. Heckler, 760 F.2d 1052, 1055 (10th Cir. 1985) (quoting Knipe v. Heckler, 755 F.2d 141, 145 (10th Cir. 1985)). Thus, if the claimant establishes a disability, the Secretary's denial of disability benefits, based on the claimant's ability to do other work activity for which jobs exist in the national economy, must be supported by substantial evidence.

The Secretary has established a five-step process for evaluating a disability claim. See, Bowen v. Yuckert, 482 U.S. 137, 107 S.Ct. 2287, 96 L.Ed.2d 119 (1987). The five steps, as set forth in Reyes v. Bowen, 845 F.2d at 243, proceed as follows:

- (1) A person who is working is not disabled. 20 C.F.R. § 416.920(b).
- (2) A person who does not have an impairment or combination of impairments severe enough to limit his ability to do basic work activities is not disabled. 20 C.F.R. § 416.920(c).
- (3) A person whose impairment meets or equals one of the impairments listed in the "Listing of Impairments," 20 C.F.R. § 404, subpt. P, app. 1, is conclusively presumed to be disabled. 20 C.F.R. § 416.920(d).
- (4) A person who is able to perform work he has done in the past is not disabled. 20 C.F.R. § 416.920(e).
- (5) A person whose impairment precludes performance of past work is disabled unless the Secretary demonstrates that the person can perform other work available in the national economy.

Factors to be considered are age, education, past work experience, and residual functional capacity. 20 C.F.R. § 416.920(f).

If at any point in the process the Secretary find that a person is disabled or not disabled, the review ends. Reyes, 845 F.2d at 243; Talbot v. Heckler, 814 F.2d 1456, 1460 (10th Cir. 1987); 20 C.F.R. § 416.920.

Plaintiff cites five objections to the Report and Recommendations of the United States Magistrate which, summarized, are

- (1) Finding and conclusion as to pain is not in accord with the law and record;
- (2) Denial of right to cross-examine doctors who wrote reports entered into record after the hearing was not mere harmless error;
- (3) Finding that ALJ's opinion as to Plaintiff's psychological impairments is supported by substantial evidence is error;
- (4) Finding that it was not error for ALJ to ignore vocational expert's report submitted by Plaintiff is contrary to law; and
- (5) Finding that ALJ's vocational findings are supported by substantial evidence is error.

The Court will address claimant's issue (2) because the disposition of it will conclude this matter.

Claimant's hearing before the ALJ occurred on August 11, 1987. After the hearing the ALJ admitted into the record reports of two doctors' examinations.¹ The ALJ sent claimant's attorney a form

¹Dr. Richard G. Cooper, D.O., who examined Claimant on September 3, 1987, and Dr. Ronald C. Passmore whose report was dated September 11, 1987.

letter² dated September 24, 1987 advising of a "right upon request to a supplemental hearing" and a "right to examine the doctor ... who signed the documents" (report).³ However, the form letter advised claimant that "in order to obtain oral testimony from the author or authors," claimant must submit a statement indicating the relevance of the information sought.

Claimant filed, on or about October 9, 1987, a motion requesting cross-examination of the physicians whose reports were entered into the record after the hearing. The motion was denied by the ALJ, with the advisement that claimant could present written interrogatories, which was done.

Under date of December 29, 1987, the ALJ advised claimant's attorney that the interrogatories and answers of Dr. Passmore were being placed into the record. Claimant was further advised of his right to a supplemental hearing, right to examine the doctor who signed the documents and other rights in the ALJ's standardized letter. As in the earlier form letter to claimant's attorney, the ALJ advised that oral testimony could only be gotten by first establishing, through a submitted statement, the relevance of the information sought.

Claimant's attorney, under date of January 12, 1988, wrote the ALJ asking that certain portions of Dr. Passmore's answers be

²The exact same three paragraph letter was sent to claimant's attorney under date of December 29, 1987.

³R. 335.

stricken "or a supplemental hearing held where he is required to produce the information and documents provided him by SSA."⁴ At that time, I could cross-examine him concerning the content and his interpretations and reliance upon the information."⁵ By letter dated January 15, 1988, the ALJ denied claimant's motion to strike and for supplemental hearing. Thereafter, claimant brought this proceeding.

In his Report and Recommendations the Magistrate agreed with Plaintiff's assertion that "use of a post-hearing medical report constitutes a denial of due process" where the applicant is not given an opportunity to cross-examine the physician or rebut the report,⁶ citing Allison v. Heckler, 711 F.2d 145 (10th Cir. 1983). The Magistrate found this is so "especially if such unchallenged submissions supply the basis for decision." Allison v. Heckler, at 147. The Magistrate further concluded the Cooper and Passmore reports were, in any event, harmless error in that these reports did not form the basis for the ALJ's decision denying benefits.

⁴The Social Security Administration had, routinely, provided Dr. Passmore with certain materials for making his write-ups, notably the basic handbook "Disability Evaluation Under Social Security" and "Case Development Procedures - Document DI 22510.060C.1."

⁵ R. 346-347.

⁶The Magistrate viewed the reports as inadmissible notwithstanding the ALJ's permitting claimant's attorney to propound interrogatories based on the reports.

The issue is: Did the ALJ base his decision on the post-hearing report(s)? The Magistrate concludes he did not. The Court is of the opinion that, given the present state of the record (more particularly the ALJ's decision) it is not convincingly clear the post-hearing report(s) did not form any of the bases upon which the ALJ predicated his decision.

It is clear the ALJ reviewed, in his decision, both the reports of Drs. Cooper and Passmore (R. 18-19). It is further clear the ALJ found claimant "had an adjustment disorder with mixed emotional features, but this is not shown as being so severe as to interfere significantly with many of his daily activities, his personality, etc." (R. 20 - emphasis supplied). This is consistent with Passmore's report and his answers to written interrogatories. (R. 328-334; 341-344). Additionally, the ALJ's further comments regarding claimant's mental impairment *vel non* (R. 19-20) are equally consistent with the opinions offered by Dr. Passmore.

The ALJ further states he "must rely heavily upon the objective findings and opinions of those medical and psychological professionals who have examined him." (R. 21, Emphasis supplied). Nowhere in his decision does the ALJ state he is relying upon certain medical evidence but ~~excluding~~ other. This, coupled with claimant's almost constant demand to cross-examine the post-hearing report authors, constitutes a denial of substantive due process sufficient to mandate remand. See, Allison v. Heckler, supra, where

the following appears at 146-147:

"The Social Security Act provides disability benefits to persons unable to 'engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment.' 42 U.S.C. § 423(d)(1)(A) (1976). A claimant whose application for such benefits is denied is entitled to 'reasonable notice and opportunity for a hearing with respect to such decision.' 42 U.S.C. §405(b)(1) (Supp. V 1981). This hearing is subject to procedural due process considerations. *Richardson v. Perales*, 402 U.S. 389, 401-02, 91 S.Ct. 1420, 1427-1428, 28 L.Ed.2d 842 (1971).

"An ALJ's use of a post-hearing medical report constitutes a denial of due process because the applicant is not given the opportunity to cross-examine the physician or to rebut the report. *Cowart v. Schweiker*, 662 F.2d 731, 737 (11th Cir. 1981); *Gullo v. Califano*, 609 F.2d 649, 650 (2d Cir. 1979); *Lonzollo v. Weinberger*, 534 F.2d 712, 714 (7th Cir. 1976); ..."

The Secretary of Health and Human Services is clearly mandated by statute to determine a claimant's disability "on the basis of evidence adduced at the hearing." 42 U.S.C. § 405(b)(1); Allison v. Heckler, supra.

Hearings before ALJs in the social security claim process are not conducted according to the strict rules of evidence and procedure applicable to Federal Court trials, yet are subject to procedural due process considerations. Richardson v. Perales, supra. Basic due process is a claimant's right regardless of the procedure followed. Allison v. Heckler, supra. Whether written interrogatories are an adequate substitute for requested cross-examination depends upon the factual composition of each case. Where the cross-examination is sought to illuminate bias on the

expert's part, written interrogatories are clearly insufficient. Solis v. Schweiker, 719 F.2d 301 (9th Cir. 1983); likewise where the expert has not personally examined the claimant, written interrogatories are an inadequate substitute for demanded cross-examination. Smith v. Weinberger, 356 F.Supp. 954 (D.C. C.D.Ca. 1973).

In the present case Dr. Passmore's answers to the written interrogatories indicate he agrees with clinical psychologist Dr. Richard Swink's conclusions which "do not indicate he (Swink) saw the traumatic stress reaction or the adjustment disorder with mixed emotions (which could mean depression) as disabling." (R. 343 - emphasis supplied). The very point claimant's attorney seeks to examine Dr. Passmore on is the severity of claimant's mental condition. (R. 346-347). Passmore's opinion of Dr. Swink's conclusion, particularly as to severity, is germane to the final conclusion made by the ALJ that claimant was not disabled.

If the ALJ had not relied upon any of the report (including interrogatories and answers) rendered by Dr. Passmore it would have done little harm to have granted Plaintiff's motion to strike those conclusions. Yet Plaintiff was denied this along with his request to cross-examine Passmore, which, the Court concludes, is a denial of due process. Under the facts, additional written interrogatories would, also, not have sufficed from a due process standpoint.

The Court is of the opinion the claimant's case for disability benefits is not strong; yet he is as entitled to full procedural

due process as a strongly-evidenced claimant and, it would seem, much more in need of it.

Accordingly, the Court concludes the objection to the Magistrate's Report and Recommendations should be and the same is herewith SUSTAINED. Further, the Court concludes this matter should be and it is hereby remanded to the Secretary of Health and Human Services for proceedings not inconsistent with this order.

IT IS SO ORDERED this 10th day of September, 1989.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

SEP 12 1989

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

UNITED STATES OF AMERICA,)
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 Plaintiff,)
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 vs.)
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 APPURTENANCES, AND)
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 Defendant.)

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(Consolidated)

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limited to, expenses of seizure, custody, advertising, and sale.

b) Second, all real estate taxes owed on the property to date of sale.

c) Third, for the payment of the claim of the Mallcke Beneficiaries, with accrued interest.

d) Fourth, for the payment to claimant Bernard L. Segal of \$22,500.00.

e) Fifth, for the payment to Sharon (Songer) Sons of \$22,500.00.

f) Sixth, for the payment to the United States of all amounts remaining after the above disbursements.

DATED: This 12th day of September, 1989.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

CJD/ch

F I L E D

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA SEP 12 1989**

TRANSWESTERN MINING COMPANY,)
a Nevada corporation,)
)
Plaintiff,)
)
vs.)
)
WAYMON W. BEAN and SHARON A.)
BEAN, husband and wife, et al.,)
)
Defendants.)

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

No. 88-C-1220-B

**ORDER SUSTAINING PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT**

The Motion for Summary Judgment pursuant to Fed.R.Civ.P. 56 of the Plaintiff, Transwestern Mining Company ("Transwestern"), in this suit on a promissory note and foreclosure action is before the Court for decision. Following a review of the relevant documents and the evidence offered in support of the Motion for Summary Judgment, the Court concludes Transwestern is entitled to summary judgment in the principal sum of \$200,000.00, plus interest by way of the October 30, 1987 promissory note ("promissory note") and foreclosure of the October 30, 1987 collateral assignment of interest in oil and gas leases ("collateral assignment") covering various oil and gas leases, for the reasons hereafter expressed.

The principal written documents supporting the agreement of the parties are a promissory note, collateral assignment, and subordination agreement which are attached to the Plaintiff's brief as Exhibits 6, 7 and 8, respectively.

The Beans have filed their counterclaim against Transwestern wherein they seek both rescission and \$1,000,000.00 lost profits

money damages. The Beans allege that Transwestern fraudulently induced the Beans to execute the loan agreements.

As is explained in the Defendants' brief in response to Plaintiff's Motion for Summary Judgment¹, the transaction between the Plaintiff and the Defendants grew out of an idea Waymon W. Bean had to overcome the traditional conflict of carrying on coal strip mining operations where at the same time oil and gas operations are conducted. As stated by Defendants in their brief:

"If by adroit manipulation of the oil operations, production of oil in paying quantities could be maintained, it would be possible to take the coal by strip mining and avert cancellation of the oil leases. This, however, would require that the oil and gas 'working interests' be owned by a friend of the coal miner, a friend willing to subrogate his oil interest to the coal interest. * * * Thus,

¹The relevant part of Local Rule 15B requires the following concerning an opposition brief to a Rule 56 Motion for Summary Judgment:

"The brief in opposition to a motion for summary judgment (or partial summary judgment) shall begin with a section which contains a concise statement of material facts as to which the party contends a genuine issue exists. Each fact in dispute shall be numbered, shall refer with particularity to those portions of the record upon which the opposing party relies, and, if applicable, shall state the number of movant's fact that is disputed. All material facts set forth in the statement of the movant shall be deemed admitted for the purpose of summary judgment unless specifically controverted by the statement of the opposing party."

It appears from the Defendants' opposition brief that Defendants dispute Plaintiff's facts numbered 15, 16, 17, 18, 19, 20, 21, 25, 46, 47, 53, 55, 56, 64 and 77. Facts set forth in Plaintiff's Motion for Summary Judgment not disputed are facts numbered 1 through 14, inclusive, 22 through 24, inclusive, 26 through 45, inclusive, 48 through 52, inclusive, 54, 57 through 63, inclusive, 65 through 76, inclusive, and 78 through 94.

a plan was fashioned by which Waymon Bean would acquire the oil leases with Transwestern money and operate them during strip mining operations, selective plugging and redrilling to accommodate the coal miner's shovel."

The Beans then borrowed \$200,000.00 from Transwestern to acquire oil and gas leases ("Alluwe property"). The Beans intended to repay Transwestern, as the written agreement provides, interest on the loan the first three years and then repayment of principal plus interest according to the agreed schedule the final three years. The Beans anticipated repaying Transwestern from the \$1.00 per ton royalty Transwestern was to pay the Beans from the coal mining operation of the Alluwe property.

Transwestern never did commence the coal mining operation of the Alluwe property. Therefore, the essence of the dispute between the parties is whether or not Transwestern had a legal duty to commence coal mining operations on the Beans' Alluwe property within a six-month period of the signing of the loan obligation documents in order to provide the Beans the wherewithal to repay the subject loan.

Pertinent provisions of the promissory note (Plaintiff's Brief, Exhibit 6) states in part as follows:

"A. Principal and interest to be paid as follows: The principal sum of Two Hundred Thousand Dollars (\$200,000.00) plus interest thereon, payable as follows:

i. interest payment only in quarterly installments commencing March 31, 1988.

ii. in the event three years from the date hereof, mining has not commenced on the property located in

Nowata County, Oklahoma covered by certain oil and gas leases referred to in the Subordination and Service Agreement of even date herewith payments of principal and interest shall commence with monthly payments in an amount sufficient to amortize the principal plus accrued interest over a three-year period.

iii. in the event mining has commenced as stated above, payments shall be equal to the amounts due the undersigned as provided in the Subordination and Service Agreement."

Pertinent provisions of the Subordination Agreement (Plaintiff's Brief, Exhibit 8) state in part:

"4. Loan from Transwestern. Tramco agrees to lend the Beans the sum of \$200,000. . . . There shall be no principal payment due on the note until three years following the date of its delivery to Tramco. Interest payments shall begin to accrue on the date of delivery of the note and shall be due quarterly, commencing March 31, 1988. If within three years from the date of delivery of the note, mining has not commenced on the Nowata County property, the Beans shall commence making monthly payments at a rate that will fully amortize the principal amount, plus accrued interest, over a three-year period. . . .

* * *

6. Escrow. . . . In the event coal mining does not commence within three years hereof, Tramco shall reimburse the Beans \$500.00 for each well that they have plugged."

Summary judgment pursuant to Fed.R.Civ.P. 56 is appropriate where "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265, 274 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106

S.Ct. 2505, 91 L.Ed.2d 202 (1986); Winton Third Oil and Gas v. Federal Deposit Insurance Corporation, 805 F.2d 342 (10th Cir. 1986). In Celotex, 477 U.S. at 317 (1986), it is stated:

"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."

To survive a motion for summary judgment, the nonmoving party "must establish that there is a genuine issue of material facts..." The non-moving party "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).

Herein the Defendant Wayman W. Bean asserts that Transwestern landman McEvers told him before the agreements (promissory note, collateral assignment and subordination agreement - Plaintiff's Exhibits 6, 7 and 8) that Transwestern would commence mining the Alluwe property within approximately six months. The Defendants contend that is a material misrepresentation because the Defendants intended to use the \$1.00 per ton coal mining royalty income to repay the interest on the Transwestern \$200,000.00 loan the first three years and then the principal and the interest pursuant to the amortization schedule, the latter three years. It is Transwestern's position that Mr. McEvers had no authority to give assurance that mining would commence in six months. Bean did not know if McEvers was an officer of Transwestern, stating, "I don't know if he was the Vice President or the custodian." (Bean Depo.,

p. 100). Bean understood that any final agreement or transaction had to be approved by Transwestern's New Mexico office. (Bean Depo., p. 100). A person dealing with an agent is required to discover at his peril whether the agent has the power to commit the principal. Miller & Miller Auctioneers, Inc. v. Mersch, 442 F.Supp. 570 (D.C.Okla. 1977); American Body & Trailer Co. v. Higgins, 156 P.2d 1005, 195 Okla. 349 (1944).

It is undisputed that attorney John Carle of Claremore, Oklahoma negotiated the subject agreements for and on behalf of the Defendants with Transwestern. (Plaintiff's Undisputed Fact No. 27). Attorney Carle was acting as the agent of the client Bean. The authority of a lawyer to act stems from the law of agency. City of Tulsa v. Oklahoma State Pension & Retirement Board, 674 P.2d 10 (Okla. 1983), and Crisp, Courtemanche, Meador & Associates v. Medler, 663 P.2d 388 (Okla.App. 1983). Knowledge of an attorney is imputed to the client. United States v. Gower, 71 F.2d 366 (10th Cir. 1934); Pyeatt v. Estus, 179 P. 42, 72 Okla. 160 (1919); and Lambert v. Smith, 157 P. 909, 53 Okla. 606 (1916).

Wayman W. Bean relied on attorney Carle to protect his interest in the negotiations with Transwestern. Attorney Carle negotiated the agreements with Transwestern's Clyde Worthen and suggested draft changes. (Plaintiff's Undisputed Facts 34, 35, and 36).

Attorney Carle discussed with his client, Wayman W. Bean, his ability to repay the \$200,000.00 loan, if no coal mining operations were commenced. (Plaintiff's Undisputed Fact 39).

Bean did not discuss with his own lawyer or request the alleged six-month "promise" by McEvers be incorporated into the final loan documents, because Bean thought that matter was unimportant. (Bean Depo., Brief, Exhibit 22, p. 91, lines 6-25; all of pages 92-93; p. 94, lines 1-18) (Plaintiff's Undisputed Fact 33).

Bean intentionally did not ask his attorney why the loan documents referred to the possibility of no coal mining operations within the first three years after the closing. (Bean Depo., Brief, Exhibit 22, all of pages 159-160; p. 161, lines 1-22) (Plaintiff's Undisputed Fact 41).

Attorney Carle relied on his client regarding the value of the oil and gas leases and the Beans' ability to retire the loan. (Plaintiff's Undisputed Facts 39 and 42).

Attorney Carle has no memory of any promise by Transwestern to begin mining operations within six months, and he would have tried to insert the alleged "promise" into the agreements if such "promise" had been made. (Carle Depo., Brief, Exhibit 26, p. 83, lines 17-25; p. 84, lines 1-25; p. 85, lines 1-3) (Plaintiff's Undisputed Fact 43).

Bean read the loan agreements before signing. (Plaintiff's Undisputed Fact 32).

There is now due and owing to Transwestern under the Promissory Note the principal sum of \$200,000.00, plus accrued interest in the amount of \$4,331.51 through June 30, 1988, plus interest accruing thereafter at the rate of ten percent (10%) per

annum.² (Plaintiff's Undisputed Fact 94).

Even if McEvers represented before the agreements were signed that coal mining of the Alluwe property would commence within approximately six months, such was an oral statement and is superseded by the written agreements of the parties. 15 O.S. § 137. The written agreement of the parties clearly contemplates mining may not be commenced in three years and contains no commitment on the part of Transwestern to commence mining within approximately six months. The Beans are attempting to rely upon an alleged misrepresentation (coal mining will commence in approximately six months), but under the undisputed facts there is no legal justification for such reliance. State ex rel. Southwestern Bell Telephone Co. v. Brown, 519 P.2d 491 (Okla. 1974); Steiger v. Commerce Acceptance of Oklahoma City, Inc., 455 P.2d 81 (Okla. 1969); and Federal Deposit Ins. Corp. v. Palermo, 815 F.2d 1329 (10th Cir. 1987).

Plaintiff's Motion for Summary Judgment is therefore sustained relative to its promissory note and foreclosure claim; and Defendants' counterclaim for rescission and damages is therefore subject to dismissal.

The parties are to appear at 1:15 P.M., on Thursday, September 21, 1989, for a status conference relative to the necessity of further evidentiary hearing regarding foreclosure and/or

²Bringing the interest down through August 31, 1989, there would be an additional interest due of \$23,397.25.

preparation of a final judgment.

DATED this 12th day of September, 1989.

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

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

SEP 12 1989

DAVID J. COOK,

Plaintiff,

vs.

UNITED STATES SECRET SERVICE and
JOHN SIMPSON, Director,

Defendants.

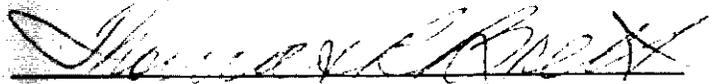
Jack C. Silver, Clerk
U.S. DISTRICT COURT

No. 88-C-1433-B

J U D G M E N T

In accord with the Findings of Fact and Conclusions of Law filed this date, the Court hereby enters judgment in favor of the Defendants, United States Secret Service and John Simpson, and against the Plaintiff, David J. Cook. Plaintiff's action is hereby dismissed with costs assessed against the Plaintiff.

Dated this 12th day of September, 1989.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

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

SEP 12 1989

C & H NATIONWIDE, INC., d/b/a/)
C & H TRANSPORTATION CO.,)
Plaintiff,)

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

vs.)

Case No. 89-C-589 B

Metlife Credit Corp., d/b/a/)
Remarketing Services, and/or)
Metlife Capitol Credit Corp.,)
d/b/a/ Remarketing Services,)
Defendant.)

ORDER TO DISMISS

NOW, on the 12th day of Sept, 1989, comes on before this Court the Application of the Plaintiff, C & H Nationwide, Inc., d/b/a/ C & H Transportation Co., to Dismiss their cause of action pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure and Rule 15 of the Local Rules of the District Court of the Northern District of Oklahoma. Upon showing this Court by attachment that the matter before this Court is moot the case is hereby dismissed.

S/ THOMAS R. BRETT

Judge of the District Court for
the Northern District of Oklahoma

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

SEP 12 1989

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

ALVIN A. McCOY,)

Defendant.)

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

CIVIL ACTION NO. 89-C-505-B

DEFAULT JUDGMENT

This matter comes on for consideration this 12th day of September, 1989, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, and the Defendant, Alvin A. McCoy, appearing not.

The Court being fully advised and having examined the court file finds that Defendant, Alvin A. McCoy, acknowledged receipt of Summons and Complaint on July 10, 1989. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

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

Alvin A. McCoy, for the principal sum of \$856.22, until judgment, plus interest thereafter at the current legal rate of 7 7/8 percent per annum until paid, plus costs of this action.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

CJD/mp

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

FILED

SEP 11 1989 8

THE BOARD OF TRUSTEES OF THE)
PIPE FITTERS LOCAL 205 HEALTH)
AND WELFARE FUND,)

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

Plaintiffs,)

vs.)

No. 89-C-206 B ✓

DUFF PLUMBING AND HEATING)
INC.,)

Defendants.)

JOURNAL ENTRY OF JUDGMENT

In accord with the entry of Default Judgment filed on
the 6th day of Sept., 1989, the Court hereby
enters Judgment in favor of the Plaintiffs in the amount of
\$1,275.80, plus the further sum of \$1.05 per hour worked by
R. Nail, an employee of the Defendant contractor, plus a
late charge of \$100.00 per month from August 1988 through
February 1989, and attorney fees in the amount of \$ 500.⁰⁰,
all as provided for in the current Labor Agreement with the
defendant Corporation, together with Court costs and post
judgment interest at the rate of 7.75% until paid.


District Judge

William K. Powers, OBA #7274
SHORT, HARRIS, TURNER, DANIEL
& McMAHAN
1924 South Utica, Ste. 700
Tulsa, Oklahoma 74104
(918) 743-6201

A

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 11 1989

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

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

TWO PARCELS OF REAL)
PROPERTY, WITH BUILDINGS,)
APPURTENANCES, AND)
IMPROVEMENTS, KNOWN AS)
32 EASTRIDGE DRIVE,)
SANTA CRUZ, CALIFORNIA,)

Defendant.)

Civil Action No. 86-C-1100-B
(Consolidated)

86-C-1101-B
86-C-1102-B ✓
86-C-1103-B

STIPULATION OF SETTLEMENT

WHEREAS, on December 11, 1986, a verified Complaint for Forfeiture was filed against the defendant real property known as 32 Eastridge Drive, Santa Cruz, California, alleging the defendant real property was forfeited to the United States, pursuant to Title 21 United States Code, §§ 881(a)(6) and (a)(7);

WHEREAS, on or about January 23, 1987, the defendant real property was seized by the United States Marshals Service;

AND WHEREAS, on January 17, 1989, a claim and an answer were filed in this action by Bernard L. Segal;

AND WHEREAS, on January 9, 1989, a claim and answer were filed in this action on behalf of Sharon (Songer) Sons by her attorney;

AND WHEREAS, on September 19, 1988, and September 28, 1988, a claim and answer were filed in this action on behalf of John Baruck by his attorney;

AND WHEREAS, no other claim or answer has been filed in this action except the claim of the Mallecke Beneficiaries, and in accordance with the Supplemental Rules for certain Admiralty and Maritime Claims, the time for filing a claim and answer to this cause has passed;

AND WHEREAS, Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck have agreed with plaintiff to settle this action upon the terms and conditions set forth in the attached settlement letter and upon the terms and conditions hereafter set forth.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck (hereinafter referred to as "claimants") that:

1. Claimants consent to an Order ratifying the terms of the attached settlement letter and this Stipulation of Settlement; and forfeiting the defendant real property to the United States, free from the claims of all other parties, except the Mallecke Beneficiaries.

2. The proceeds of sale of the property shall be distributed in the following priority:

a) First, for the payment to the United States of all expenses of forfeiture of the defendant real property, including, but not limited to, expenses of seizure, custody, advertising, and sale.

b) Second, for payment of all real estate taxes owed on the property up to date of sale.

c) Third, for the payment of the claim of the Mallcke Beneficiaries, with accrued interest.

d) Fourth, for the payment to claimant Bernard L. Segal of \$22,500.00.

(e) Fifth, for the payment to Sharon (Songer) Sons of \$22,500.00.

f) Sixth, for the payment to the United States of all amounts remaining after the above disbursements.

3. The defendant real property shall not be sold to claimant Sharon (Songer) Sons, Steve Songer, and/or any of their agents or representatives, or to any relative of claimant Sharon (Songer) Sons or Steve Songer.

4. That claimants agree to forever withdraw any and all claims regarding the defendant property and agree to

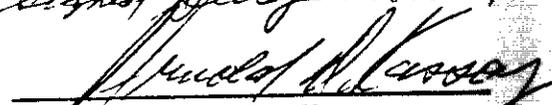
release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

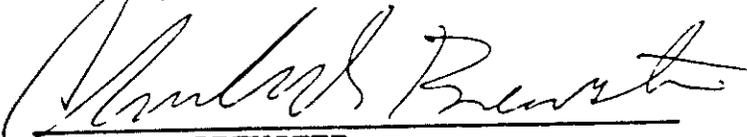
IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY

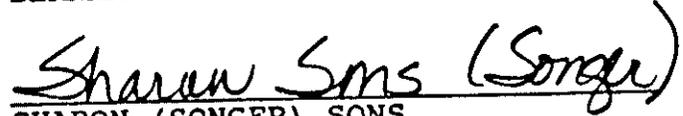

CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

signed July 26, 1989

ARNOLD D. KASSOY
Attorney for John Baruck
9665 Wilshire Boulevard
Suite 850
Beverly Hills, CA 90212
(213) 858-7788

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons


CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500

BERNARD L. SEGAL

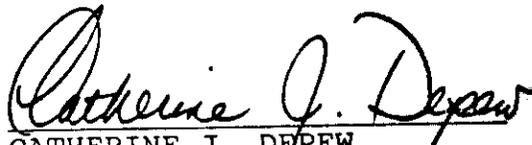

SHARON (SONGER) SONS

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



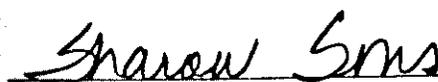
CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

ALFRED THEODORE SAPSE
Attorney for John Baruck
1901 Avenue of the Stars
Los Angeles, California
90067
(213) 551-7471

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500

BERNARD L. SEGAL

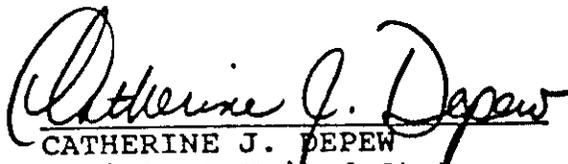

SHARON (SONGER) SONS

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

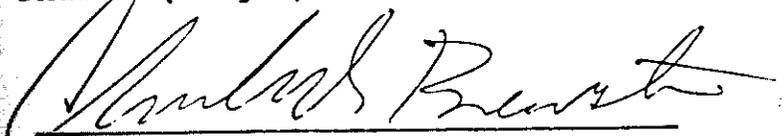
TONY M. GRAHAM
UNITED STATES ATTORNEY



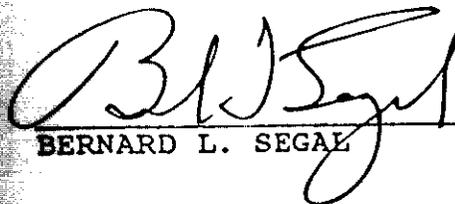
CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

ALFRED THEODORE SAPSE
Attorney for John Baruck
1901 Avenue of the Stars
Los Angeles, California
90067
(213) 551-7471

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500



BERNARD L. SEGAL

SHARON (SONGER) SONS



United States Attorney
Northern District of Oklahoma

3600 United States Courthouse
333 West 4th Street
Tulsa, Oklahoma 74103

918/581-7463

June 5, 1989

Clark O. Brewster, Esq.
Brewster, Shallcross, and Rizley
Attorneys at Law
20 East 5th Street
Tulsa, Oklahoma 74103

Dear Mr. Brewster:

Re: United States vs. One Parcel of Real Property
known as 32 East Ridge Drive,
Santa Cruz, California
Case No. 86-C-1100-B
United States District Court for
the Northern District of Oklahoma

The purpose of this letter is to set forth the understanding we have reached regarding settlement of your clients' claims in the asset forfeiture action against the above-referenced defendant real property. Claimants Bernard L. Segal, Sharon (Songer) Sons, and you agree to accept the following terms in full settlement and satisfaction of any and all claims and demands which they and you may have against the defendant property and the United States of America:

1. Sharon (Songer) Sons and Bernard L. Segal do hereby consent to the entry of a Decree of Forfeiture against the defendant property known as 32 East-ridge Drive, Santa Cruz, California.
2. Sharon (Songer) Sons agrees to be paid the total sum of \$22,500.00 in full and complete satisfaction of her claim in the above-referenced property.
3. Bernard L. Segal agrees to be paid the total sum of \$22,500.00 in full and complete satisfaction of his claim in the above-referenced property.

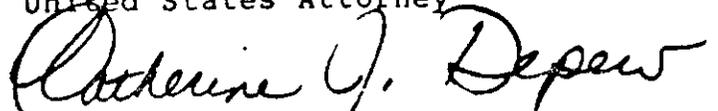
4. Sharon (Songer) Sons and Bernard L. Segal agree to execute a Stipulation for compromise of their claims and to dismiss the claims presently filed in this forfeiture case.
5. Each party shall bear his or her own costs, expenses, and attorneys fees.
6. Bernard L. Segal and Sharon (Songer) Sons agree to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, surrender of title, the signing of a Consent Decree, and signing of any other documents necessary to effectuate the transfer of the defendant real property to the United States of America.
7. Bernard L. Segal and Sharon (Songer) Sons agree to release and forever discharge any and all claims and demands which they, or their assigns, may have against the United States of America and its agents and employees on account of the arrest and seizure of said defendant property.
8. Bernard L. Segal, Sharon (Songer) Sons, and you shall use your best efforts to assist the government in obtaining clear title to the United States, including the relinquishment of claims and liens by all known lienholders and claimants.
9. Neither you nor your firm, Brewster, Shallcross, and Rizley, nor any attorney in said firm, will file a claim or seek to be paid any sums of money from the proceeds of the sale of the real property remaining after payment of the expenses of forfeiture, taxes, the Mallcke claim, Sharon (Songer) Sons' claim in the amount of \$22,500.00, and Bernard L. Segal's claim in the amount of \$22,500.00
10. On behalf of you and your firm, Brewster, Shallcross, and Rizley, you will sign a Disclaimer of Interest in and to the real property that is the subject of this forfeiture case and to the proceeds from the sale of said real property.
11. Understanding that leave to withdraw as attorney of record is a matter solely within the discretion of the Court, plaintiff agrees not to object

to the withdrawal of Bernard L. Segal and Clark O. Brewster as attorneys for Stephen Songer in the Northern District of Oklahoma criminal case, No. 86-CR-19-B.

If the foregoing fully and accurately represents our settlement agreement with regard to the claims of your Clients, Bernard L. Segal and Sharon (Songer) Sons, in the asset forfeiture action against the Defendant real property, please indicate your approval by signing below.

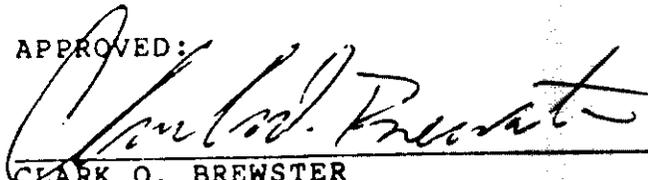
Very truly yours,

TONY M. GRAHAM
United States Attorney


CATHERINE J. DEPEW
Assistant United States Attorney

CJD/ch

APPROVED:



CLARK O. BREWSTER
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



JENNIFER MONCRIEF
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

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

FILED

FILED

FOR C. SHAW, JR.
U.S. DISTRICT COURT

BILL B. HAITHCOAT and
BEVERLY J. HAITHCOAT,

Plaintiff,

vs.

No. 86-C-995 E

OWEN-CORNING FIBERGLASS
CORP., et al.,

Defendants.

STIPULATION OF DISMISSAL

Come now the parties, Bill B. Haithcoat and Beverly J. Haithcoat, plaintiffs, and Crown Cork & Seal Company, Inc., a defendant, and stipulate to the dismissal of the above-referenced matter with prejudice for the reason upon the ground that the parties have entered into a settlement agreement.



Joseph F. Bruegger
Baron & Budd
8333 Douglas Avenue, 10th Floor
Dallas, TX 75225
Attorney for Plaintiffs



Benjamin J. Butts OBA #10228
Short Barnes Wiggins Margo & Adler
1400 American First Tower
Oklahoma City, OK 73102
405/232-1211
Attorneys for Defendant,
Crown Cork & Seal Company

Certificate of Service

On this _____ day of August, 1989, true and correct copies of the within and foregoing Stipulation of Dismissal were mailed, with sufficient postage fully prepaid thereon, to the following counsel of record:

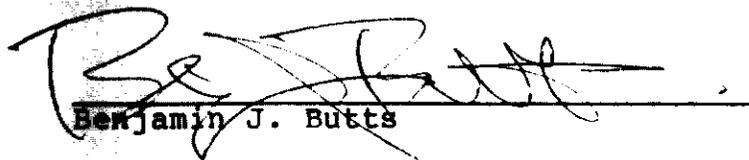
Mark H. Iola
Ungerma, Conner & Little
P. O. Box 2099
Tulsa, OK 74101

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

John F. McCormick, Jr.
Pray, Walker, Jackman, Williamson & Marlara
900 OneOk Plaza
Tulsa, OK 74103

Frank G. Harmon, III
Crain, Caton, James & Womble
3300 Two Houston Center
Houston, TX 77010

Joan Godlove
Jones, Givens, Gotcher, Bogan & Hilborne
3800 First National Tower
Tulsa, OK 74103


Benjamin J. Butts

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

FILED

SEP 11 1989

HELEN M. MURPHY,

Plaintiff,

vs.

Case No. 88-C-1115E

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

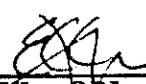
LAWRENCE POLSTON;
DALE HUTCHINSON, d/b/a
FOUR STAR RENTALS, d/b/a
TOADY LEASING; and FOUR STAR
RENTALS OF MISSOURI, INC.,

Defendants.

DISMISSAL WITH PREJUDICE

COMES NOW, the Plaintiff, Helen M. Murphy, by and through her attorney, Jeff Nix, and dismisses with prejudice her cause of action against the Defendant, Dale Hutchinson, individually.

GOODWIN & GOODWIN



JEFF NIX, OBA #6688
Attorney for Plaintiff
624 East Archer
Tulsa, Oklahoma 74120
(918) 582-9181

CERTIFICATE OF MAILING

I, Jeff Nix, do hereby certify that on the 8 day of September, 1989, a true and correct copy of the above and foregoing Dismissal With Prejudice was mailed with proper postage prepaid to: Dale Hutchinson, Defendant Pro Se, c/o Michael D. Gibbons, 15 West 10th, 7th Floor, Kansas City, MO 64105-1747.



JEFF NIX

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

SEP 11 1989

MARY ANN SCHEER and C. M.
"MAC" SCHEER,

Plaintiffs,

vs.

Case No. 88-C-1552-B

MONTGOMERY WARD & CO., INC.,
an Illinois corporation
doing business in the State
of Oklahoma,

Defendant.

STIPULATION OF DISMISSAL WITH PREJUDICE

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

DATED this 11th day of Sept., 1989.

Respectfully submitted,

TANNEHILL & LAMB

By: Tom Tannehill
Tom W. Tannehill
Suite 202
7335 South Lewis Avenue
Tulsa, Oklahoma 74136
(918) 493-2996

ATTORNEYS FOR PLAINTIFFS
MARY ANN SCHEER AND
C. M. "MAC" SCHEER

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of Sept., 1989,
a true and correct copy of the within and foregoing document was
mailed to the following with proper postage thereon fully prepaid:

Larry B. Lipe
Julie Griffith Buckley
COMFORT, LIPE & GREEN, P.C.
2100 Mid-Continent Tower
401 South Boston Avenue
Tulsa, Oklahoma 74103

Tom Tannehill

FILED

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

SEP 11 1989

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

UNITED STATES OF AMERICA,
Plaintiff,

vs.

TWO PARCELS OF REAL
PROPERTY, WITH BUILDINGS,
APPURTENANCES, AND
IMPROVEMENTS, KNOWN AS
32 EASTRIDGE DRIVE,
SANTA CRUZ, CALIFORNIA,
Defendant.

Civil Action No. 86-C-1100-B ✓
(Consolidated)

86-C-1101-B
86-C-1102-B
86-C-1103-B

STIPULATION OF SETTLEMENT

WHEREAS, on December 11, 1986, a verified Complaint for Forfeiture was filed against the defendant real property known as 32 Eastridge Drive, Santa Cruz, California, alleging the defendant real property was forfeited to the United States, pursuant to Title 21 United States Code, §§ 881(a)(6) and (a)(7);

WHEREAS, on or about January 23, 1987, the defendant real property was seized by the United States Marshals Service;

AND WHEREAS, on January 17, 1989, a claim and an answer were filed in this action by Bernard L. Segal;

AND WHEREAS, on January 9, 1989, a claim and answer were filed in this action on behalf of Sharon (Songer) Sons by her attorney;

AND WHEREAS, on September 19, 1988, and September 28, 1988, a claim and answer were filed in this action on behalf of John Baruck by his attorney;

AND WHEREAS, no other claim or answer has been filed in this action except the claim of the Mallcke Beneficiaries, and in accordance with the Supplemental Rules for certain Admiralty and Maritime Claims, the time for filing a claim and answer to this cause has passed;

AND WHEREAS, Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck have agreed with plaintiff to settle this action upon the terms and conditions set forth in the attached settlement letter and upon the terms and conditions hereafter set forth.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck (hereinafter referred to as "claimants") that:

1. Claimants consent to an Order ratifying the terms of the attached settlement letter and this Stipulation of Settlement; and forfeiting the defendant real property to the United States, free from the claims of all other parties, except the Mallcke Beneficiaries.

2. The proceeds of sale of the property shall be distributed in the following priority:

a) First, for the payment to the United States of all expenses of forfeiture of the defendant real property, including, but not limited to, expenses of seizure, custody, advertising, and sale.

b) Second, for payment of all real estate taxes owed on the property up to date of sale.

c) Third, for the payment of the claim of the Mallecke Beneficiaries, with accrued interest.

d) Fourth, for the payment to claimant Bernard L. Segal of \$22,500.00.

(e) Fifth, for the payment to Sharon (Songer) Sons of \$22,500.00.

f) Sixth, for the payment to the United States of all amounts remaining after the above disbursements.

3. The defendant real property shall not be sold to claimant Sharon (Songer) Sons, Steve Songer, and/or any of their agents or representatives, or to any relative of claimant Sharon (Songer) Sons or Steve Songer.

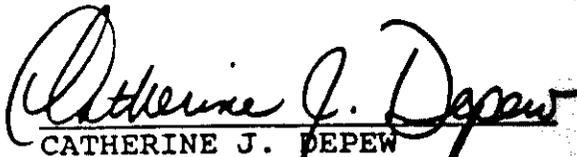
4. That claimants agree to forever withdraw any and all claims regarding the defendant property and agree to

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

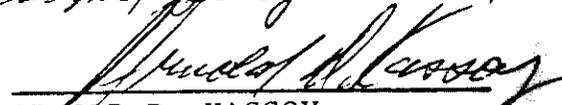
IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY

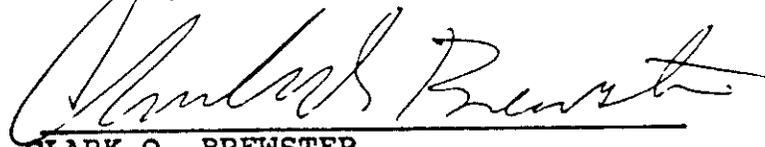


CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

signed July 26, 1989

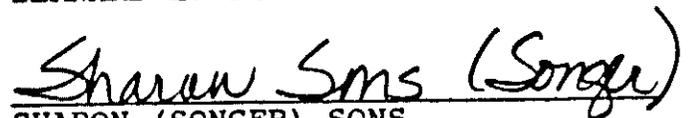

ARNOLD D. KASSOY
Attorney for John Baruck
9665 Wilshire Boulevard
Suite 850
Beverly Hills, CA 90212
(213) 858-7788

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500

BERNARD L. SEGAL

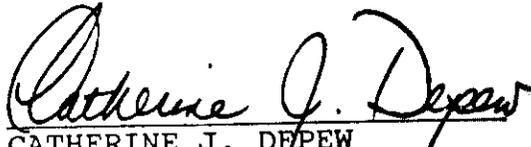

SHARON (SONGER) SONS

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 1st day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



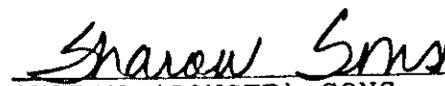
CATHERINE J. DEPEW
Assistant United States
Attorney
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Assistant United States
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(918) 581-7463

ALFRED THEODORE SAPSE
Attorney for John Baruck
1901 Avenue of the Stars
Los Angeles, California
90067
(213) 551-7471

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500

BERNARD L. SEGAL



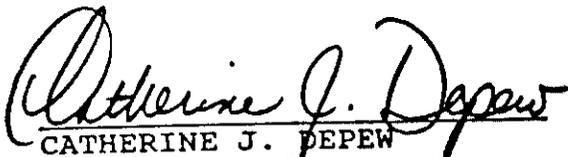
SHARON (SONGER) SONS

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



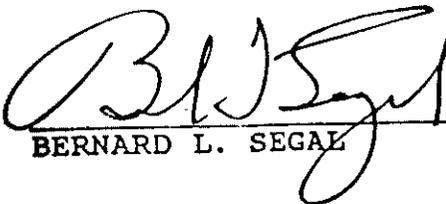
CATHERINE J. DEPEW
Assistant United States
Attorney
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ALFRED THEODORE SAPSE
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Los Angeles, California
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BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500



BERNARD L. SEGAL

SHARON (SONGER) SONS



U.S. Department of Justice

United States Attorney
Northern District of Oklahoma

3600 United States Courthouse
333 West 4th Street
Tulsa, Oklahoma 74103

918/581-7463

June 5, 1989

Clark O. Brewster, Esq.
Brewster, Shallcross, and Rizley
Attorneys at Law
20 East 5th Street
Tulsa, Oklahoma 74103

Dear Mr. Brewster:

Re: United States vs. One Parcel of Real Property
known as 32 East Ridge Drive,
Santa Cruz, California
Case No. 86-C-1100-B
United States District Court for
the Northern District of Oklahoma

The purpose of this letter is to set forth the understanding we have reached regarding settlement of your clients' claims in the asset forfeiture action against the above-referenced defendant real property. Claimants Bernard L. Segal, Sharon (Songer) Sons, and you agree to accept the following terms in full settlement and satisfaction of any and all claims and demands which they and you may have against the defendant property and the United States of America:

1. Sharon (Songer) Sons and Bernard L. Segal do hereby consent to the entry of a Decree of Forfeiture against the defendant property known as 32 East-ridge Drive, Santa Cruz, California.
2. Sharon (Songer) Sons agrees to be paid the total sum of \$22,500.00 in full and complete satisfaction of her claim in the above-referenced property.
3. Bernard L. Segal agrees to be paid the total sum of \$22,500.00 in full and complete satisfaction of his claim in the above-referenced property.

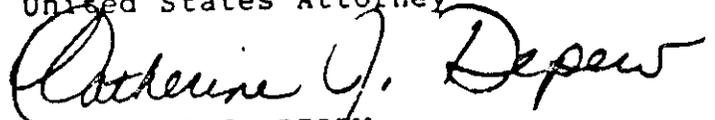
4. Sharon (Songer) Sons and Bernard L. Segal agree to execute a Stipulation for compromise of their claims and to dismiss the claims presently filed in this forfeiture case.
5. Each party shall bear his or her own costs, expenses, and attorneys fees.
6. Bernard L. Segal and Sharon (Songer) Sons agree to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, surrender of title, the signing of a Consent Decree, and signing of any other documents necessary to effectuate the transfer of the defendant real property to the United States of America.
7. Bernard L. Segal and Sharon (Songer) Sons agree to release and forever discharge any and all claims and demands which they, or their assigns, may have against the United States of America and its agents and employees on account of the arrest and seizure of said defendant property.
8. Bernard L. Segal, Sharon (Songer) Sons, and you shall use your best efforts to assist the government in obtaining clear title to the United States, including the relinquishment of claims and liens by all known lienholders and claimants.
9. Neither you nor your firm, Brewster, Shallcross, and Rizley, nor any attorney in said firm, will file a claim or seek to be paid any sums of money from the proceeds of the sale of the real property remaining after payment of the expenses of forfeiture, taxes, the Mallcke claim, Sharon (Songer) Sons' claim in the amount of \$22,500.00, and Bernard L. Segal's claim in the amount of \$22,500.00
10. On behalf of you and your firm, Brewster, Shallcross, and Rizley, you will sign a Disclaimer of Interest in and to the real property that is the subject of this forfeiture case and to the proceeds from the sale of said real property.
11. Understanding that leave to withdraw as attorney of record is a matter solely within the discretion of the Court, plaintiff agrees not to object

to the withdrawal of Bernard L. Segal and Clark O. Brewster as attorneys for Stephen Songer in the Northern District of Oklahoma criminal case, No. 86-CR-19-B.

If the foregoing fully and accurately represents our settlement agreement with regard to the claims of your Clients, Bernard L. Segal and Sharon (Songer) Sons, in the asset forfeiture action against the Defendant real property, please indicate your approval by signing below.

Very truly yours,

TONY M. GRAHAM
United States Attorney

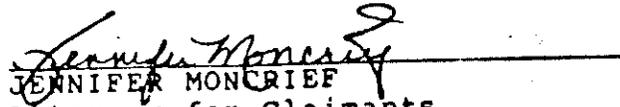

CATHERINE J. DEPEW
Assistant United States Attorney

CJD/ch

APPROVED:



CLARK O. BREWSTER
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



JENNIFER MONCRIEF
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

FILED

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

SEP 11 1989

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

UNITED STATES OF AMERICA,
Plaintiff,

vs.

TWO PARCELS OF REAL
PROPERTY, WITH BUILDINGS,
APPURTENANCES, AND
IMPROVEMENTS, KNOWN AS
32 EASTRIDGE DRIVE,
SANTA CRUZ, CALIFORNIA,

Defendant.

Civil Action No. 86-C-1100-B
(Consolidated)

86-C-1101-B ✓
86-C-1102-B
86-C-1103-B

STIPULATION OF SETTLEMENT

WHEREAS, on December 11, 1986, a verified Complaint for Forfeiture was filed against the defendant real property known as 32 Eastridge Drive, Santa Cruz, California, alleging the defendant real property was forfeited to the United States, pursuant to Title 21 United States Code, §§ 881(a)(6) and (a)(7);

WHEREAS, on or about January 23, 1987, the defendant real property was seized by the United States Marshals Service;

AND WHEREAS, on January 17, 1989, a claim and an answer were filed in this action by Bernard L. Segal;

AND WHEREAS, on January 9, 1989, a claim and answer were filed in this action on behalf of Sharon (Songer) Sons by her attorney;

AND WHEREAS, on September 19, 1988, and September 28, 1988, a claim and answer were filed in this action on behalf of John Baruck by his attorney;

AND WHEREAS, no other claim or answer has been filed in this action except the claim of the Mallcke Beneficiaries, and in accordance with the Supplemental Rules for certain Admiralty and Maritime Claims, the time for filing a claim and answer to this cause has passed;

AND WHEREAS, Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck have agreed with plaintiff to settle this action upon the terms and conditions set forth in the attached settlement letter and upon the terms and conditions hereafter set forth.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck (hereinafter referred to as "claimants") that:

1. Claimants consent to an Order ratifying the terms of the attached settlement letter and this Stipulation of Settlement; and forfeiting the defendant real property to the United States, free from the claims of all other parties, except the Mallcke Beneficiaries.

2. The proceeds of sale of the property shall be distributed in the following priority:

a) First, for the payment to the United States of all expenses of forfeiture of the defendant real property, including, but not limited to, expenses of seizure, custody, advertising, and sale.

b) Second, for payment of all real estate taxes owed on the property up to date of sale.

c) Third, for the payment of the claim of the Mallcke Beneficiaries, with accrued interest.

d) Fourth, for the payment to claimant Bernard L. Segal of \$22,500.00.

(e) Fifth, for the payment to Sharon (Songer) Sons of \$22,500.00.

f) Sixth, for the payment to the United States of all amounts remaining after the above disbursements.

3. The defendant real property shall not be sold to claimant Sharon (Songer) Sons, Steve Songer, and/or any of their agents or representatives, or to any relative of claimant Sharon (Songer) Sons or Steve Songer.

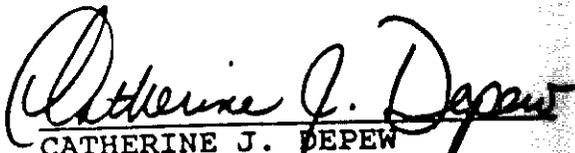
4. That claimants agree to forever withdraw any and all claims regarding the defendant property and agree to

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

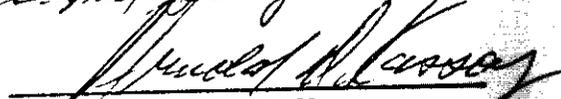
IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

signed July 26, 1989



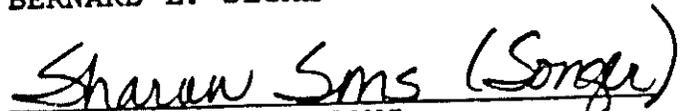
ARNOLD D. KASSOY
Attorney for John Baruck
9665 Wilshire Boulevard
Suite 850
Beverly Hills, CA 90212
(213) 858-7788

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



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BERNARD L. SEGAL

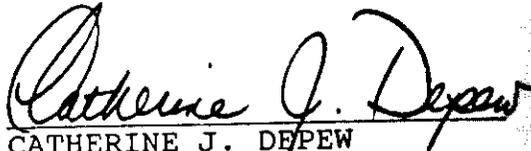

SHARON (SONGER) SONS

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 1st day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



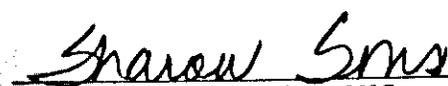
CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
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Courthouse
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ALFRED THEODORE SAPSE
Attorney for John Baruck
1901 Avenue of the Stars
Los Angeles, California
90067
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BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500

BERNARD L. SEGAL

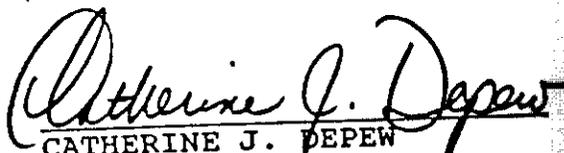

SHARON (SONGER) SONS

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5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

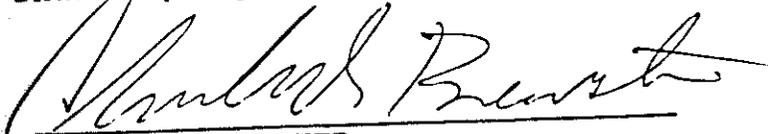
TONY M. GRAHAM
UNITED STATES ATTORNEY



CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

ALFRED THEODORE SAPSE
Attorney for John Baruck
1901 Avenue of the Stars
Los Angeles, California
90067
(213) 551-7471

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500



BERNARD L. SEGAL

SHARON (SONGER) SONS



U.S. Department of Justice

United States Attorney
Northern District of Oklahoma

3600 United States Courthouse
333 West 4th Street
Tulsa, Oklahoma 74103

918/581-7463

June 5, 1989

Clark O. Brewster, Esq.
Brewster, Shallcross, and Rizley
Attorneys at Law
20 East 5th Street
Tulsa, Oklahoma 74103

Dear Mr. Brewster:

Re: United States vs. One Parcel of Real Property
known as 32 East Ridge Drive,
Santa Cruz, California
Case No. 86-C-1100-B
United States District Court for
the Northern District of Oklahoma

The purpose of this letter is to set forth the understanding we have reached regarding settlement of your clients' claims in the asset forfeiture action against the above-referenced defendant real property. Claimants Bernard L. Segal, Sharon (Songer) Sons, and you agree to accept the following terms in full settlement and satisfaction of any and all claims and demands which they and you may have against the defendant property and the United States of America:

1. Sharon (Songer) Sons and Bernard L. Segal do hereby consent to the entry of a Decree of Forfeiture against the defendant property known as 32 East-ridge Drive, Santa Cruz, California.
2. Sharon (Songer) Sons agrees to be paid the total sum of \$22,500.00 in full and complete satisfaction of her claim in the above-referenced property.
3. Bernard L. Segal agrees to be paid the total sum of \$22,500.00 in full and complete satisfaction of his claim in the above-referenced property.

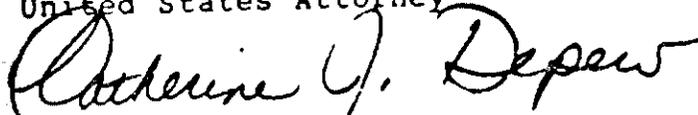
4. Sharon (Songer) Sons and Bernard L. Segal agree to execute a Stipulation for compromise of their claims and to dismiss the claims presently filed in this forfeiture case.
5. Each party shall bear his or her own costs, expenses, and attorneys fees.
6. Bernard L. Segal and Sharon (Songer) Sons agree to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, surrender of title, the signing of a Consent Decree, and signing of any other documents necessary to effectuate the transfer of the defendant real property to the United States of America.
7. Bernard L. Segal and Sharon (Songer) Sons agree to release and forever discharge any and all claims and demands which they, or their assigns, may have against the United States of America and its agents and employees on account of the arrest and seizure of said defendant property.
8. Bernard L. Segal, Sharon (Songer) Sons, and you shall use your best efforts to assist the government in obtaining clear title to the United States, including the relinquishment of claims and liens by all known lienholders and claimants.
9. Neither you nor your firm, Brewster, Shallcross, and Rizley, nor any attorney in said firm, will file a claim or seek to be paid any sums of money from the proceeds of the sale of the real property remaining after payment of the expenses of forfeiture, taxes, the Mallcke claim, Sharon (Songer) Sons' claim in the amount of \$22,500.00, and Bernard L. Segal's claim in the amount of \$22,500.00
10. On behalf of you and your firm, Brewster, Shallcross, and Rizley, you will sign a Disclaimer of Interest in and to the real property that is the subject of this forfeiture case and to the proceeds from the sale of said real property.
11. Understanding that leave to withdraw as attorney of record is a matter solely within the discretion of the Court, plaintiff agrees not to object

to the withdrawal of Bernard L. Segal and Clark O. Brewster as attorneys for Stephen Songer in the Northern District of Oklahoma criminal case, No. 86-CR-19-B.

If the foregoing fully and accurately represents our settlement agreement with regard to the claims of your Clients, Bernard L. Segal and Sharon (Songer) Sons, in the asset forfeiture action against the Defendant real property, please indicate your approval by signing below.

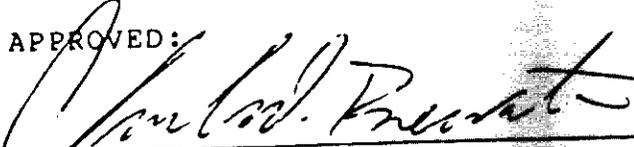
Very truly yours,

TONY M. GRAHAM
United States Attorney

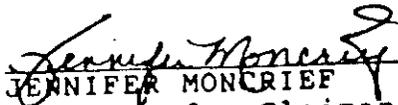

CATHERINE J. DEPEW
Assistant United States Attorney

CJD/ch

APPROVED:



CLARK O. BREWSTER
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



JENNIFER MONCRIEF
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

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

SEP 11 1979

CHASE MANHATTAN FINANCIAL SERVICES)
INC., a Delaware corporation d/b/a)
Chase Manhattan of Oklahoma,)

Plaintiff,)

vs.)

INA/AETNA INSURANCE COMPANY OF)
NORTH AMERICA,)

Defendant.)

Case No. 89-C-383-C

CLERK
U.S. DISTRICT COURT

OF
STIPULATION FOR DISMISSAL WITH PREJUDICE

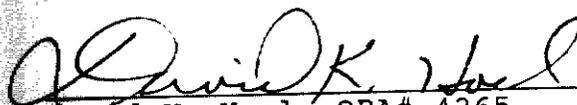
Plaintiff Chase Manhattan Financial Services, Inc. and Defendant INA/Aetna Insurance Company of North America pursuant to F.R. Civ. P. Rule 41(a)(1) hereby stipulate and agree that the above-captioned case be dismissed, with prejudice, each party to pay its own costs.

WHEREFORE, the parties respectfully requests that the Clerk of this Court note the fact of such agreed dismissal of the Petition and Counterclaim, with prejudice, each party to pay its

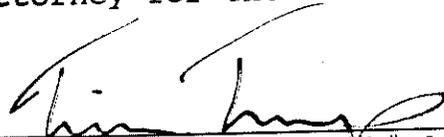
own costs.

DATED this 11th day of September 1989.

Respectfully submitted,



David K. Hoel, OBA# 4265
1518 South Cheyenne Avenue
Tulsa, Oklahoma 74119
(918) 592-2275
Attorney for the Plaintiff



Timothy T. Trump, OBA# 10684
2100 Mid-Continent Tower
401 South Boston
Tulsa, Oklahoma 74103
(918) 599-9400
Attorney for the Defendant

FILED

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

SEP 11 1989

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

TWO PARCELS OF REAL
PROPERTY, WITH BUILDINGS,
APPURTENANCES, AND
IMPROVEMENTS, KNOWN AS
32 EASTRIDGE DRIVE,
SANTA CRUZ, CALIFORNIA,

Defendant.

Civil Action No. 86-C-1100-B
(Consolidated)

86-C-1101-B
86-C-1102-B
86-C-1103-BV

STIPULATION OF SETTLEMENT

WHEREAS, on December 11, 1986, a verified Complaint for Forfeiture was filed against the defendant real property known as 32 Eastridge Drive, Santa Cruz, California, alleging the defendant real property was forfeited to the United States, pursuant to Title 21 United States Code, §§ 881(a)(6) and (a)(7);

WHEREAS, on or about January 23, 1987, the defendant real property was seized by the United States Marshals Service;

AND WHEREAS, on January 17, 1989, a claim and an answer were filed in this action by Bernard L. Segal;

AND WHEREAS, on January 9, 1989, a claim and answer were filed in this action on behalf of Sharon (Songer) Sons by her attorney;

AND WHEREAS, on September 19, 1988, and September 28, 1988, a claim and answer were filed in this action on behalf of John Baruck by his attorney;

AND WHEREAS, no other claim or answer has been filed in this action except the claim of the Mallcke Beneficiaries, and in accordance with the Supplemental Rules for certain Admiralty and Maritime Claims, the time for filing a claim and answer to this cause has passed;

AND WHEREAS, Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck have agreed with plaintiff to settle this action upon the terms and conditions set forth in the attached settlement letter and upon the terms and conditions hereafter set forth.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Claimants Bernard L. Segal, Sharon (Songer) Sons, and John Baruck (hereinafter referred to as "claimants") that:

1. Claimants consent to an Order ratifying the terms of the attached settlement letter and this Stipulation of Settlement; and forfeiting the defendant real property to the United States, free from the claims of all other parties, except the Mallcke Beneficiaries.

2. The proceeds of sale of the property shall be distributed in the following priority:

a) First, for the payment to the United States of all expenses of forfeiture of the defendant real property, including, but not limited to, expenses of seizure, custody, advertising, and sale.

b) Second, for payment of all real estate taxes owed on the property up to date of sale.

c) Third, for the payment of the claim of the Mallcke Beneficiaries, with accrued interest.

d) Fourth, for the payment to claimant Bernard L. Segal of \$22,500.00.

(e) Fifth, for the payment to Sharon (Songer) Sons of \$22,500.00.

f) Sixth, for the payment to the United States of all amounts remaining after the above disbursements.

3. The defendant real property shall not be sold to claimant Sharon (Songer) Sons, Steve Songer, and/or any of their agents or representatives, or to any relative of claimant Sharon (Songer) Sons or Steve Songer.

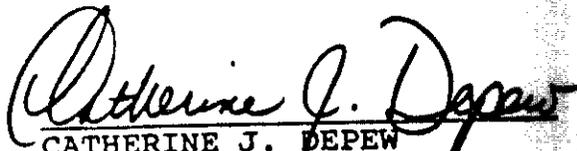
4. That claimants agree to forever withdraw any and all claims regarding the defendant property and agree to

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

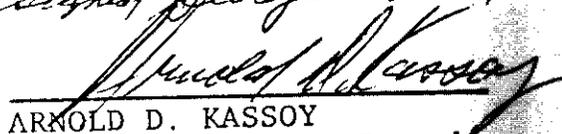
IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



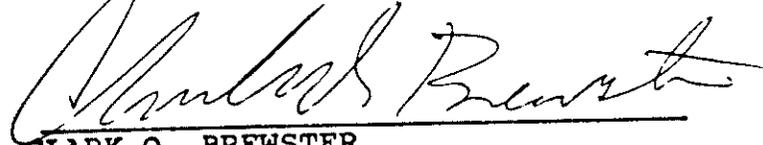
CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

signed July 26, 1989



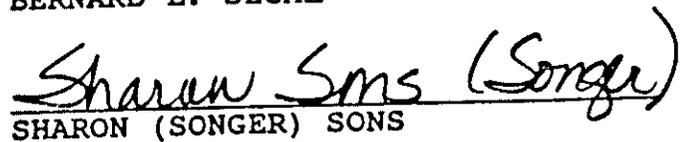
ARNOLD D. KASSOY
Attorney for John Baruck
9665 Wilshire Boulevard
Suite 850
Beverly Hills, CA 90212
(213) 858-7788

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500

BERNARD L. SEGAL

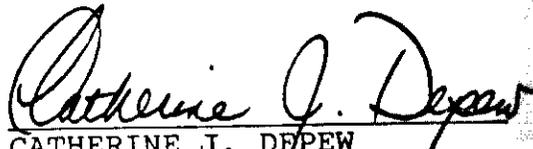

SHARON (SONGER) SONS

release all officers, agents, and employees of the United States and the Tulsa Police Department from any and all claims or actions concerning the government's seizure, forfeiture, and disposition of the property.

5. The parties agree that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 1st day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



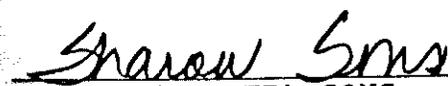
CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

ALFRED THEODORE SAPSE
Attorney for John Baruck
1901 Avenue of the Stars
Los Angeles, California
90067
(213) 551-7471

BREWSTER, RIZLEY AND SHALLCROSS
Attorneys for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500

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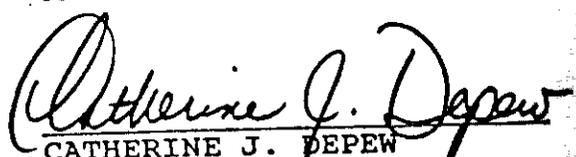

SHARON (SONGER) SONS

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IN WITNESS WHEREOF, the United States of America, by its undersigned attorney, and claimants, by their undersigned attorney, have hereunto set their hands this 11th day of ~~June~~ ^{September}, 1989.

TONY M. GRAHAM
UNITED STATES ATTORNEY



CATHERINE J. DEPEW
Assistant United States
Attorney
3600 United States
Assistant United States
Courthouse
Tulsa, Oklahoma 74103
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CLARK O. BREWSTER
Jennifer Moncrief
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 584-1500



BERNARD L. SEGAL

SHARON (SONGER) SONS



U.S. Department of Justice

United States Attorney
Northern District of Oklahoma

3600 United States Courthouse
333 West 4th Street
Tulsa, Oklahoma 74103

918/581-7463

June 5, 1989

Clark O. Brewster, Esq.
Brewster, Shallcross, and Rizley
Attorneys at Law
20 East 5th Street
Tulsa, Oklahoma 74103

Dear Mr. Brewster:

Re: United States vs. One Parcel of Real Property
known as 32 East Ridge Drive,
Santa Cruz, California
Case No. 86-C-1100-B
United States District Court for
the Northern District of Oklahoma

The purpose of this letter is to set forth the understanding we have reached regarding settlement of your clients' claims in the asset forfeiture action against the above-referenced defendant real property. Claimants Bernard L. Segal, Sharon (Songer) Sons, and you agree to accept the following terms in full settlement and satisfaction of any and all claims and demands which they and you may have against the defendant property and the United States of America:

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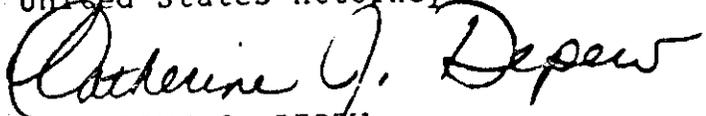
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8. Bernard L. Segal, Sharon (Songer) Sons, and you shall use your best efforts to assist the government in obtaining clear title to the United States, including the relinquishment of claims and liens by all known lienholders and claimants.
9. Neither you nor your firm, Brewster, Shallcross, and Rizley, nor any attorney in said firm, will file a claim or seek to be paid any sums of money from the proceeds of the sale of the real property remaining after payment of the expenses of forfeiture, taxes, the Mallcke claim, Sharon (Songer) Sons' claim in the amount of \$22,500.00, and Bernard L. Segal's claim in the amount of \$22,500.00
10. On behalf of you and your firm, Brewster, Shallcross, and Rizley, you will sign a Disclaimer of Interest in and to the real property that is the subject of this forfeiture case and to the proceeds from the sale of said real property.
11. Understanding that leave to withdraw as attorney of record is a matter solely within the discretion of the Court, plaintiff agrees not to object

to the withdrawal of Bernard L. Segal and Clark O. Brewster as attorneys for Stephen Songer in the Northern District of Oklahoma criminal case, No. 86-CR-19-B.

If the foregoing fully and accurately represents our settlement agreement with regard to the claims of your Clients, Bernard L. Segal and Sharon (Songer) Sons, in the asset forfeiture action against the Defendant real property, please indicate your approval by signing below.

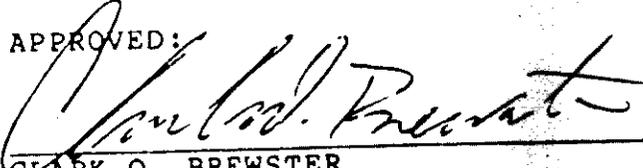
Very truly yours,

TONY M. GRAHAM
United States Attorney


CATHERINE J. DEPEW
Assistant United States Attorney

CJD/ch

APPROVED:



CLARK O. BREWSTER
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons



JENNIFER MONCRIEF
Attorney for Claimants
Bernard L. Segal and
Sharon (Songer) Sons

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

SEP 7 1989

JACKIE SROUFE,
Plaintiff,

vs.

PUBLIC SERVICE COMPANY OF
OKLAHOMA,

Defendant.

No. 89-C-~~608~~-E
685

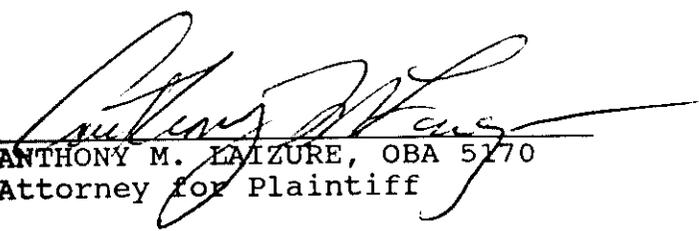
NOTICE OF DISMISSAL

Pursuant to Rule 41 (a)(1), there being no Answer or Motion for Summary Judgment filed by the Defendant and served upon the Plaintiff, the Plaintiff dismisses this action without prejudice.

Respectfully submitted,

JACKIE SROUFE, Plaintiff

BY


ANTHONY M. LAIZURE, OBA 5170
Attorney for Plaintiff

STIPE, GOSSETT, STIPE, HARPER,
ESTES, MCCUNE & PARKS
PO Box 701110
Tulsa, Oklahoma 74170
(918) 745-6084

CERTIFICATE OF MAILING

I hereby certify that on the 7 day of September, 1989, a true and correct copy of the above and foregoing instrument was mailed with sufficient postage prepaid thereon to:

Lynn P. Mattson
Charles S. Plumb
Kathy R. Neal
Attorneys at Law
1000 Atlas Life Building
Tulsa, Oklahoma 74103



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

CARL D. WHINERY and GAYLA L.
WHINERY, as Individuals and as
Parents and Next Friends of
Misty D. Whinery, a Minor,
and as Representatives of the
Estate of Brandy M. Whinery,
Deceased, and REVA STEVENSON,
Individually and as
Administratrix of the Estate
of Dean Matthew Stevenson,
Deceased,

Plaintiffs,

vs.

FORD MOTOR COMPANY,
a corporation, and LEROY
HUMPHREY, individually and
d/b/a LEROY'S REPAIR SHOP,

Defendants.

FILED
SEP 7 1989
Jack C. Silver, Clerk
U. S. DISTRICT COURT

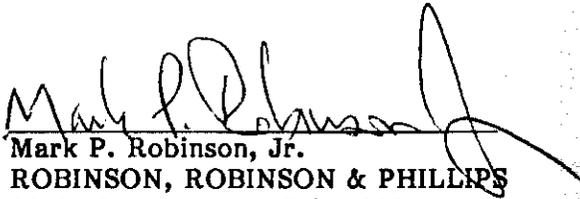
Case No. 88-C-323-E

STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiffs, Carl D. Whinery, Gayla L. Whinery and Reva Stevenson, and the Defendant, Ford Motor Company, hereby file this Stipulation of Dismissal with Prejudice pursuant to rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure.

DP

40



Mark P. Robinson, Jr.
ROBINSON, ROBINSON & PHILLIPS
26300 La Alameda, Suite 300
Mission Viejo, CA 92690
(714) 582-3923

ATTORNEYS FOR PLAINTIFF,
CARL D. WHINERY

James R. Pratt
Suite 1801, First Place
15 East 5th Street
Tulsa, OK 74103
(918) 583-9292

ATTORNEY FOR PLAINTIFF,
CARL D. WHINERY

Russell D. Carson
THE HARTFORD LEGAL ASSOCIATES
Suite 111, 110 S. Hartford
Hartford Building
Tulsa, OK 74120
(918) 582-6567

ATTORNEY FOR PLAINTIFF,
REVA STEVENSON

William Cather
P.O. Box 17022
2935 South Seneca
Wichita, KS 67217
(316) 522-4749

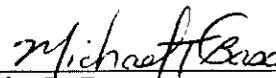
ATTORNEY FOR PLAINTIFFS,
GAYLA L. WHINERY, MISTY WHINERY
AND BRANDY WHINERY

Geraldene Yount Miller
P.O. Box 547
120 North 2nd Street
Ponca City, OK 74602
(405) 765-6697

ATTORNEY FOR PLAINTIFFS,
GAYLA L. WHINERY, MISTY WHINERY
AND BRANDY WHINERY

C. Clay Roberts, III
Richard D. Marrs
Suite 111, 110 S. Hartford
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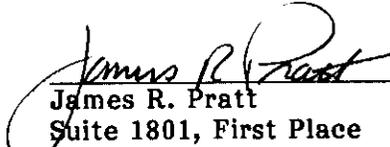


Elsie C. Draper
Michael T. Bass
GABLE & GOTWALS
2000 Fourth National Bank Building
Tulsa, Oklahoma 74119
(918) 582-9201

ATTORNEYS FOR DEFENDANT,
FORD MOTOR COMPANY

Mark P. Robinson, Jr.
ROBINSON, ROBINSON & PHILLIPS
26300 La Alameda, Suite 300
Mission Viejo, CA 92690
(714) 582-3923

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15 East 5th Street
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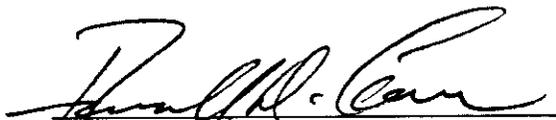
ATTORNEYS FOR DEFENDANT,
FORD MOTOR COMPANY

Mark P. Robinson, Jr.
ROBINSON, ROBINSON & PHILLIPS
26300 La Alameda, Suite 300
Mission Viejo, CA 92690
(714) 582-3923

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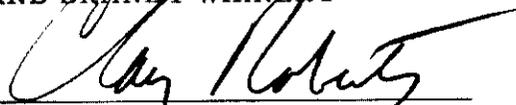
ATTORNEY FOR PLAINTIFF,
REVA STEVENSON

William Cather
P.O. Box 17022
2935 South Seneca
Wichita, KS 67217
(316) 522-4749

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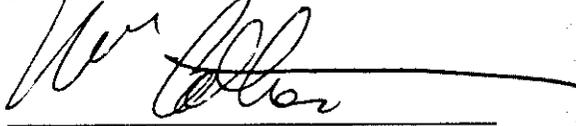
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Tulsa, OK 74103
(918) 583-9292

ATTORNEY FOR PLAINTIFF,
CARL D. WHINERY

Russell D. Carson
THE HARTFORD LEGAL ASSOCIATES
Suite 111, 110 S. Hartford
Hartford Building
Tulsa, OK 74120
(918) 582-6567

ATTORNEY FOR PLAINTIFF,
REVA STEVENSON



William Cather
P.O. Box 17022
2935 South Seneca
Wichita, KS 67217
(316) 522-4749

ATTORNEY FOR PLAINTIFFS,
GAYLA L. WHINERY, MISTY WHINERY
AND BRANDY WHINERY

Geraldene Yount Miller
P.O. Box 547
120 North 2nd Street
Ponca City, OK 74602
(405) 765-6697

ATTORNEY FOR PLAINTIFFS,
GAYLA L. WHINERY, MISTY WHINERY
AND BRANDY WHINERY

C. Clay Roberts, III
Richard D. Marrs
Suite 111, 110 S. Hartford
Hartford Building
Tulsa, OK 74120
(918) 582-6567

ATTORNEYS FOR PLAINTIFF,
CARL D. WHINERY

Elsie C. Draper
Michael T. Bass
GABLE & GOTWALS
2000 Fourth National Bank Building
Tulsa, Oklahoma 74119
(918) 582-9201

ATTORNEYS FOR DEFENDANT,
FORD MOTOR COMPANY

Mark P. Robinson, Jr.
ROBINSON, ROBINSON & PHILLIPS
26300 La Alameda, Suite 300
Mission Viejo, CA 92690
(714) 582-3923

ATTORNEYS FOR PLAINTIFF,
CARL D. WHINERY

James R. Pratt
Suite 1801, First Place
15 East 5th Street
Tulsa, OK 74103
(918) 583-9292

ATTORNEY FOR PLAINTIFF,
CARL D. WHINERY

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THE HARTFORD LEGAL ASSOCIATES
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2000 Fourth National Bank Building
Tulsa, Oklahoma 74119
(918) 582-9201

ATTORNEYS FOR DEFENDANT,
FORD MOTOR COMPANY

FILED

SEP 6 1989

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

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

MAKO, INC., an Oklahoma
corporation, et al.,

Plaintiff,

v.

THE SOUTHLAND CORPORATION, a
Texas corporation, et al.,

Defendants.

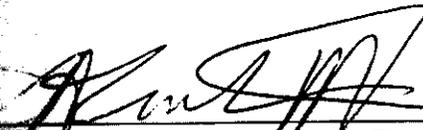
Case No. 89-C-456-B

NOTICE OF DISMISSAL

RETAIL MARKETING COMPANY, Plaintiff herein, pursuant to Rule
41 of the Federal Rules of Civil Procedure, hereby dismisses this
action, without prejudice.

JONES, GIVENS, GOTCHER, BOGAN & HILBORNE
a professional corporation

By:



Graydon Dean Lutney, Jr., OBA #5568
Thomas A. Creekmore III, OBA #2011
3800 First National Tower
Tulsa, Oklahoma 74103
(918) 581-8200

ATTORNEYS FOR RETAIL MARKETING COMPANY

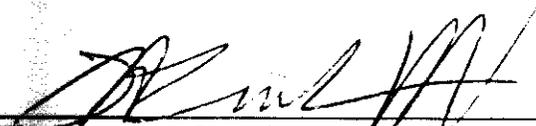
CERTIFICATE OF MAILING

I hereby certify that on the 6 day of September, 1989,
I mailed a true, correct and complete copy of the foregoing
instrument with proper postage prepaid thereon to:

Richard B. Noulles
2000 Fourth National Bank Building
Tulsa, Oklahoma 74119

James C. Garland, III
Suite 100, 1700 Southwest Blvd.
P.O. Box 799
Tulsa, Oklahoma 74101

William B. Heckenkemper
Suite 300, 610 South Main Street
Tulsa, Oklahoma 74119



Thomas A. Creekmore III

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

GUARANTY FEDERAL SAVINGS AND
LOAN ASSOCIATION, a federal
savings and loan association,

Plaintiff,

v.

FIRST TULSA PARTNERS, a Texas
limited partnership; CLIFTON S.
HARRISON AND THEODORE
STONE, III, Individually and
as General Partners of
FIRST TULSA PARTNERS; SUNBELT
SAVINGS ASSOCIATION OF TEXAS,
a Texas savings association;
AMFAC DISTRIBUTION CORPORATION
d/b/a AMFAC ELECTRIC SUPPLY CO.,
a California corporation; and
SOUTHERN ELECTRIC SUPPLY OF
TULSA, INC., an Oklahoma
corporation,

Defendants.

CIVIL ACTION NO. 88-C-1232-C

FILED

SEP 5 1989

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

JUDGMENT

This stipulated Judgment is entered into by the stipulation and agreement of counsel made in open court and voluntarily joined in and accepted by the parties named herein.

Upon hearing the stipulation and agreement of the parties and being fully advised in the premises, the Court hereby finds that said agreements should be and the same hereby are accepted and approved. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff Guaranty Federal Savings Bank ("Guaranty") is granted judgment against defendants Clifton S. Harrison ("Harrison") and Lindell Theodore Stone, III ("Stone"), to be allocated between the defendants Harrison and Stone as follows:

FIRST TIER: Judgment in favor of plaintiff Guaranty against defendant Harrison severally in the amount of \$908,000.00; and judgment in favor of plaintiff Guaranty against defendant Stone severally in the amount of \$345,000.00; and

SECOND TIER: Judgment in favor of plaintiff Guaranty against defendants Harrison and Stone, jointly and severally, in the amount of \$340,000.00; and

THIRD TIER: Judgment in favor of plaintiff Guaranty against defendants Harrison and Stone, jointly and severally, in the amount of \$345,000.00.

which totals \$1,938,000.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the proceeds from collection of this judgment shall be applied seriatim from Tier to Tier as to each defendant, subject to the paragraph below relating to the Third Tier judgment. Only after full payment of the First Tier judgment against defendant Harrison shall any proceeds from collection from defendant Harrison be applied against the Second Tier or Third Tier judgments against defendant Harrison, subject to the paragraph below relating to the Third Tier judgment. Only after full payment of the First Tier judgment against defendant Stone shall any proceeds from collection from defendant Stone be applied against the Second Tier or Third

Tier judgments against defendant Stone, subject to the paragraph below relating to the Third Tier judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, as to that certain judgment entered in favor of the Official Unsecured Creditors' Committee and against defendant Harrison on August 4, 1988 in the amount of \$754,000.00, in the matter entitled: Official Unsecured Creditors' Committee v. Harrison, et al., Adversary Proceeding No. 88-0071-C (In Re: First Tulsa Partners, No. 88-00161-C Chapter 11), U.S. Bankruptcy Court, N.D. Okla., any amounts paid on that judgment will be credited against and shall satisfy dollar for dollar (but only to the extent of the amount paid) the First Tier judgment granted herein against defendant Harrison.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, as to that certain judgment entered in favor of the Official Unsecured Creditors' Committee and against defendant Stone on August 4, 1988 in the amount of \$345,000.00, in the matter entitled: Official Unsecured Creditors' Committee v. Harrison, et al., Adversary Proceeding No. 88-0071-C (In Re: First Tulsa Partners, No. 88-00161-C Chapter 11), U.S. Bankruptcy Court, N.D. Okla., any amounts paid on that judgment will be credited against and shall satisfy dollar for dollar (but only to the extent of the amount paid) the First Tier judgment herein against defendant Stone.

Receipts of the Official Unsecured Creditors' Committee on either of the Harrison or Stone judgments described in the preceding two paragraphs, if undesignated, will be credited equally, (i.e., 50% each) to the judgments herein against defendants Harrison and Stone.

As to the Third Tier judgment herein against defendants Harrison and Stone, jointly and severally, in the amount of \$345,000.00, any amounts paid by or on behalf of Robert Callaway ("Callaway") on the judgment rendered on August 18, 1989 in favor of the First Tulsa Partners Committee of Unsecured Creditors against Callaway in the amount of \$345,000.00 and filed on August 23, 1989, in the matter entitled: First Tulsa Partners Committee of Unsecured Creditors v. Callaway, Adversary Proceeding No. 88-5235-LEK (In Re: Robert W. Callaway, No. 5-86-02088-LEK Chapter 11), U.S. Bankruptcy Court, W.D. Tex., will be credited dollar for dollar (but only to the extent of the amount paid) against the Third Tier Judgment herein against defendants Harrison and Stone, jointly and severally. Guaranty, individually and on behalf of the Committee of Unsecured Creditors, will use its best efforts, diligently and in good faith, to pursue collection of the Committee of Unsecured Creditors' judgment against Callaway, both directly and against any funds allegedly set aside in the Callaway bankruptcy estate to satisfy such judgment. Such efforts shall be commenced immediately and maintained diligently, but such undertaking by

Guaranty shall not be a condition precedent to collection of the judgment granted herein, nor shall this agreement be any agreement to forbear in execution or collection of this judgment.

Merged into and included in this Judgment are all claims in favor of Guaranty or its predecessors against Harrison and Stone which were or could have been raised in this lawsuit against Harrison and/or Stone, either directly or as partners of First Tulsa Partners, relating to the Promissory Note, and Mortgage and Security Agreement and Financing Statement, dated July 15, 1985 in the principal amount of \$46,300,000.00, from First Tulsa Partners to Guaranty Federal Savings and Loan Association, and now owned by Guaranty Federal Savings Bank.

Except as expressed herein, nothing contained herein will impair the rights of Guaranty to enforce this judgment and no agreement has been made herein regarding forbearance of execution or collection of this judgment.

The Court expressly determines and finds that there is no just reason for delay in entering final judgment in favor of Guaranty against defendants Harrison and Stone, and directs the entry of this judgment as a final judgment. Any other relief sought herein by Guaranty against the defendants Harrison and Stone and not herein granted is expressly denied.

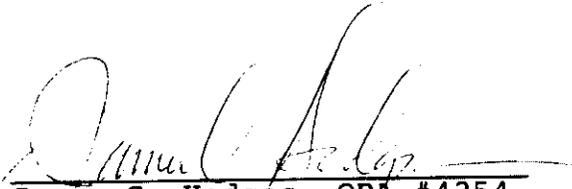
THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that final judgment should be and hereby is entered on behalf of plaintiff Guaranty and against defendants Harrison and Stone for actual damages, as hereinbefore allocated between defendants Harrison

and Stone, with post-judgment interest at the rate of 7.75% per annum until paid, each party to bear its own costs and attorney fees.

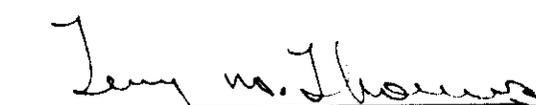
IT IS SO ORDERED this 31st day of August, 1989.

(Signed) H. Dale Cook

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



James C. Hodges, OBA #4254
Attorney for plaintiff
Guaranty Federal Savings Bank



Terry M. Thomas, OBA #8951
Attorney for defendant
Clifton S. Harrison

Christopher M. Weil
Attorney for defendant
Lindell Theodore Stone, III

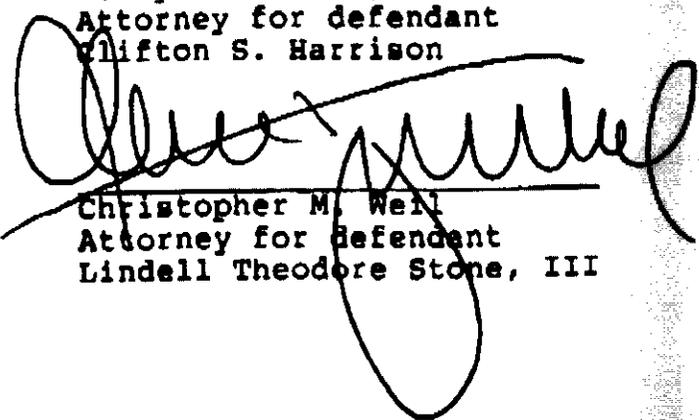
and Stone, with post-judgment interest at the rate of 7.75% per annum until paid, each party to bear its own costs and attorney fees.

IT IS SO ORDERED this _____ day of August, 1989.

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

James C. Hodges, OBA #4254
Attorney for plaintiff
Guaranty Federal Savings Bank

Terry M. Thomas, OBA #8951
Attorney for defendant
Clifton S. Harrison


Christopher M. Weil
Attorney for defendant
Lindell Theodore Stone, III

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 SHELLY M. JOHNSON; CREOLA M.)
 JOHNSON; COUNTY TREASURER,)
 Tulsa County, Oklahoma; and)
 BOARD OF COUNTY COMMISSIONERS,)
 Tulsa County, Oklahoma,)
)
 Defendants.)

SEP 5 1989

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

CIVIL ACTION NO. 88-C-629-B

DEFICIENCY JUDGMENT

This matter comes on before the Court on this 5th day of Sept., 1989, on the Motion of the Plaintiff United States of America for leave to enter a Deficiency Judgment, which Motion was filed on the 1st day of August, 1989, and a copy of the Motion was mailed to Shelly M. Johnson and Creola M. Johnson, 10713 Cletus Drive, Baton Rouge, Louisiana 70815, and all counsel of record. The Plaintiff, United States of America, acting on behalf of the Secretary 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, Shelly M. Johnson and Creola M. Johnson, appeared neither in person nor by counsel.

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on September 29, 1988, in favor of the Plaintiff United States of America, and against the Defendants, Shelly M. Johnson and Creola M. Johnson, with interest and costs to date of sale is \$57,343.34.

The Court further finds that the appraised value of the real property at the time of sale was \$25,000.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered September 29, 1988, for the sum of \$32,173.00 which is more 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 2nd day of August, 1989.

The Court further finds that the Plaintiff, United States of America on behalf of the Secretary of Veterans Affairs, is accordingly entitled to a deficiency judgment against the Defendants, Shelly M. Johnson and Creola M. Johnson, as follows:

Principal Balance as of 5/8/89	\$49,890.83
Interest	6,363.25
Appraisal by Agency	175.00
Abstracting	191.00
Taxes	473.42
Publication Fees of Notice of Sale	144.84
Appraisers' Fees	<u>105.00</u>
TOTAL	\$57,343.34
Less Credit of Sale Proceeds	- <u>32,173.00</u>
DEFICIENCY	\$25,170.34

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 proceeds of the sale of the property herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the United States of America on behalf of the Secretary of Veterans Affairs have and recover from Defendants, Shelly M. Johnson and Creola M. Johnson, a deficiency judgment in the amount of \$25,170.34, plus interest at the legal rate of 7 75 percent per annum on said deficiency judgment from date of judgment until paid.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

NNB/css

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 SARAH VIRGINIA PINNEY; BOBBY)
 LEE PINNEY; NUCORP ENERGY)
 OF OKLAHOMA, INC.; COUNTY)
 TREASURER, Osage County,)
 Oklahoma; BOARD OF COUNTY)
 COMMISSIONERS, Osage County,)
 Oklahoma; JOHNNY TISDALE d/b/a)
 JOHNNY'S WELL SERVICE,)
)
 Defendants.)

FILED

SEP 5 1989

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

CIVIL ACTION NO. 88-C-0058-B

DEFICIENCY JUDGMENT

Now on this 5th day of Sept, 1989, 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 1st day of August, 1989, and a copy of said Motion being mailed to Sarah Virginia Pinney, Route 1, Box 10C, Barnsdall, Oklahoma 74002, and all counsel of record. The Plaintiff, United States of America, acting on behalf of the Secretary 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 Defendant, Sarah Virginia Pinney, appeared neither in person nor by counsel.

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on October 13, 1988,

in favor of the Plaintiff United States of America, and against the Defendant, Sarah Virginia Pinney, with interest and costs to date of sale is \$37,984.95.

The Court further finds that the appraised value of the real property at the time of sale was \$25,000.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered October 13, 1988, for the sum of \$22,342.00 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 2nd day of August, 1989.

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 Defendant, Sarah Virginia Pinney, as follows:

Principal Balance as of 5/11/89	\$28,703.67
Interest	8,641.30
Appraisals by Agency	361.48
Abstracting	<u>278.50</u>
TOTAL	\$37,984.95
Less Credit of Appraised Value	- <u>25,000.00</u>
DEFICIENCY	\$12,984.95

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 Defendant, Sarah Virginia Pinney, a deficiency judgment in the amount of \$12,984.95, plus interest at the legal rate of 7.75 percent per annum on said deficiency judgment from date of judgment until paid.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

NNB/css

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,
Plaintiff,

vs.

G. D. RUCKER a/k/a GERONE
RUCKER; JIMMIE S. RUCKER a/k/a
JIMMIE RUCKER; BENEFICIAL
OF OKLAHOMA f/k/a BENEFICIAL
FINANCE COMPANY OF OKLAHOMA;
GENERAL CREDIT COMPANY;
FIDELITY FINANCIAL SERVICES,
INC.; STATE OF OKLAHOMA ex rel.
OKLAHOMA TAX COMMISSION;
COUNTY TREASURER, Tulsa County,
Oklahoma; and BOARD OF COUNTY
COMMISSIONERS, Tulsa County,
Oklahoma,

Defendants.

FILED

SEP 5 1989

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

CIVIL ACTION NO. 87-C-958-B

DEFICIENCY JUDGMENT

Now on this 5th day of Sept., 1989, 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 1st day of August, 1989, and a
copy of said Motion being mailed to G. D. Rucker a/k/a Gerone
Rucker and Jimmie S. Rucker a/k/a Jimmie Rucker, 1375 East 51st
Place, North, Tulsa, Oklahoma 74126, and all counsel of record.
The Plaintiff, United States of America, acting on behalf of the
Secretary 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, G. D. Rucker a/k/a Gerone Rucker and Jimmie S. Rucker
a/k/a Jimmie Rucker, appeared neither in person nor by counsel.

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on April 5, 1988, in favor of the Plaintiff United States of America, and against the Defendants, G. D. Rucker a/k/a Gerone Rucker and Jimmie S. Rucker a/k/a Jimmie Rucker, with interest and costs to date of sale is \$15,769.05.

The Court further finds that the appraised value of the real property at the time of sale was \$8,300.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered April 5, 1988, for the sum of \$7,417.00 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 2nd day of August, 1989.

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, G. D. Rucker a/k/a Gerone Rucker and Jimmie S. Rucker a/k/a Jimmie Rucker, as follows:

Principal Balance as of 5/8/89	\$12,206.78
Interest	2,547.57
Taxes	324.00
Appraisals by Agency	425.00
Abstracting	83.00
Publication Fees of Notice of Sale	<u>182.70</u>
TOTAL	\$15,769.05
Less Credit of Appraised Value	- <u>8,300.00</u>
DEFICIENCY	\$ 7,469.05

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, G. D. Rucker a/k/a Gerone Rucker and Jimmie S. Rucker a/k/a Jimmie Rucker, a deficiency judgment in the amount of \$7,469.05, plus interest at the legal rate of 7.75 percent per annum on said deficiency judgment from date of judgment until paid.

~~S/ THOMAS R. BENT~~
UNITED STATES DISTRICT JUDGE

NNB/css

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 ROBERT MICHAEL COX; LEANNA ROSE)
 COX; COUNTY TREASURER, Tulsa)
 County, Oklahoma; and BOARD OF)
 COUNTY COMMISSIONERS, Tulsa)
 County, Oklahoma,)
)
 Defendants.)

FILED

SEP 5 1989

W. C. Striber, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 88-C-583-C

DEFICIENCY JUDGMENT

Now on this 1st day of Sept, 1989, 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 1st day of August, 1989, and a copy of said Motion being mailed to Robert Michael Cox and Leanna Rose Cox, 3711 Citation Way, Modesto, California 95356, and all counsel of record. The Plaintiff, United States of America, acting on behalf of the Secretary of Veterans Affairs, appeared by Tony M. Graham, United States Attorney for the Northern District of Oklahoma through Peter Bernhardt, Assistant United States Attorney, and the Defendants, Robert Michael Cox and Leanna Rose Cox, appeared neither in person nor by counsel.

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on September 27, 1988, in favor of the Plaintiff United States of America, and against the Defendants, Robert Michael Cox and Leanna Rose Cox, with interest and costs to date of sale is \$45,618.89.

The Court further finds that the appraised value of the real property at the time of sale was \$25,500.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered September 27, 1988, for the sum of \$23,334.00 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 10th day of August, 1989.

The Court further finds that the Plaintiff, United States of America on behalf of the Secretary of Veterans Affairs, is accordingly entitled to a deficiency judgment against the Defendants, Robert Michael Cox and Leanna Rose Cox, as follows:

Principal Balance as of 5/8/89	\$38,264.68
Interest	6,757.56
Appraisal by Agency	175.00
Abstracting	159.00
Publication Fees of Notice of Sale	157.65
Appraisers' Fees	<u>105.00</u>
TOTAL	\$45,618.89
Less Credit of Appraised Value	- <u>25,500.00</u>
DEFICIENCY	\$20,118.89

plus interest on said deficiency judgment at the legal rate of 7.75 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 Secretary of Veterans Affairs have and recover from Defendants, Robert Michael Cox and Leanna Rose Cox, a deficiency judgment in the amount of \$20,118.89, plus interest at the legal rate of 7.75 percent per annum on said deficiency judgment from date of judgment until paid.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

PB/css

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

SEP -1 1989

AARON D. CRAWFORD,

Plaintiff,

vs.

B. J. TITAN SERVICES COMPANY,
a foreign corporation,

Defendant.

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)

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

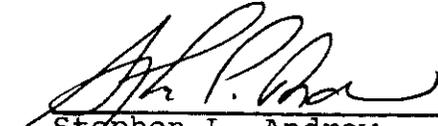
Case No. 88-C-584-B

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the Plaintiff, AARON D. CRAWFORD, and the Defendant, B. J. TITAN SERVICES COMPANY, and pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, dismiss, with prejudice, the above styled cause of action.

ATTORNEYS FOR DEFENDANT,
B. J. TITAN SERVICES COMPANY

ATTORNEY FOR PLAINTIFF,
AARON D. CRAWFORD


Stephen L. Andrew
McCORMICK, ANDREW & CLARK
A Professional Corporation
Suite 100, Tulsa Union Depot
111 East First Street
Tulsa, Oklahoma 74103
(918) 583-1111


Robert E. Martin
717 South Houston, Suite 401
Tulsa, Oklahoma 74119
(918) 587-7234

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

FILED

SEP 1 1989

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

RICHARD J. SMITH,
Plaintiff,

vs.

No. 88-C-620-E

THE CITY OF TULSA,
C. V. MILLER
S. L. MERCHANT,
D.A. BROWN,
D. L. LARSON, and
JOHN DOE,

Defendants.

CONSENT DECREE

The plaintiff, above named, filed complaint herein on July 1, 1988, alleging violations of his civil rights, asserting pendent tort issues cognizable under the laws of the State of Oklahoma and seeking compensatory damages, punitive damages and attorney fees. The plaintiff, by and through his attorneys of record, Richard Reeh and John Echols and the defendant City of Tulsa, by and through its attorney, David L. Pauling, have each consented to the making and the entry of this consent decree, without trial and without adjudication of any issue of fact or law arising herein.

The court, having considered the manner and being duly advised, orders, adjudges and decrees as follows:

1. This court has jurisdiction over the subject matter of this action and the parties hereto. Plaintiff's complaint properly states a claim for relief against the consenting defendant, City of Tulsa, Oklahoma, pursuant to the provisions of

the Governmental Tort Claims Act as codified at 51 O.S., Laws 1984, §§151, et seq.

2. The defendant City of Tulsa, Oklahoma, a municipal corporation, shall pay to the plaintiff the sum of \$10,297.77, said sum representing full, final and complete payment upon all sustained damages, all attorney fees incurred by plaintiff, and all court costs incurred by plaintiff as a result of this litigation.

3. This consent decree shall not constitute an admission of liability or fault on the part of the consenting defendant, City of Tulsa, Oklahoma.

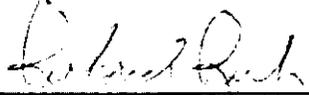
4. This consent decree shall include and cover all issues of fact and law required by plaintiff, and it shall act as a final judgment as to such issues and with regard to all damages sustained by plaintiff.

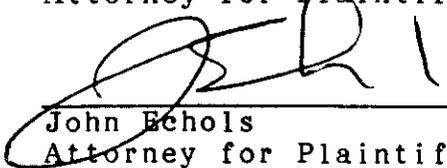
DATED this 31 day of August, 1989.

 JAMES O. ELLISON

U.S. District Judge

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


Richard Reeh
Attorney for Plaintiff


John Echols
Attorney for Plaintiff


David L. Pauling
Attorney for all defendants

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

FILED

SEP 1 1989 *dt*

STEVEN A. WAKEFIELD, et al.,)

Plaintiffs,)

vs.)

CHARLIE PHIPPS, JR., as)
Trustee of Tri-Syndicated)
Trust Group, et al.,)

Defendants.)

No. 89-C-396-E

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

ORDER

This matter comes on before the Court on the motion of Defendant Phipps, individually, and Phipps, Phipps & Associates to dismiss as well as Plaintiff's two applications for default judgment. After reviewing the pleadings, the Court finds as follows:

The Motion to Dismiss:

This motion is unopposed and is granted. Plaintiffs have failed to show either by the pleadings or upon inquiry by the Court that a cause of action exists against Charlie Phipps, Jr. individually and Phipps, Phipps & Associates.

The Application for Default:

Default is hereby granted against the remaining Defendants, Charlie Phipps, Jr., as Trustee of Tri-Syndicated Trust Group, Tri-Syndicated Trust Group, a Trust, The Xhtcx Trust, the Dynasty Master Trust, and the Expo-Trust as they have wholly failed and refused to answer although they have been given ample opportunity

to do same. The Court will hear evidence on Plaintiffs' damages at 10:30 a.m. September 11, 1989 as well as hear argument on Plaintiff's Motion for Sanctions.

IT IS THEREFORE ORDERED that the Motion to Dismiss and the Applications for Default are granted.

ORDERED this 30th day of August, 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE