

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

JERRY BROOMHALL,)
Plaintiff,)
vs.)
COLONIAL PENN INSURANCE)
COMPANY,)
Defendant.)

FILED

OCT 18 1989

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

No. 89-C-732 B

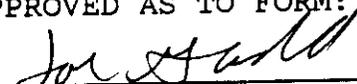
ORDER OF REMAND

NOW on this 13th day of October, 1989, there came on for consideration the joint Application to remand this cause of action to State Court.

For good cause shown, and being well apprised in the premises, the Court finds that said Application should be and is hereby granted, and the cause remanded to the District Court of the State of Oklahoma, Creek County, Bristow Division, where said cause was originally filed by plaintiff.


THOMAS R. BRETT, U. S. DISTRICT JUDGE

APPROVED AS TO FORM:


JOHN GLADD, Plaintiff's attorney


SCOTT D. CANNON, Defendant's attorney

JWN/ta
10/06/89

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

DENNIS LLOYD EARP, and)
PEGGY EARP, Plaintiff's Spouse,)
)
Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
Defendants.)

OCT 10 1989
 JACK C. SILVER, CLERK
 U.S. DISTRICT COURT
 No. 88-C-704

STIPULATED JOINT MOTION FOR,
 AND ORDER OF, DISMISSAL
 WITHOUT PREJUDICE AS TO DEFENDANT
C. P. HALL COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant C. P. Hall Company jointly move this Court for an Order of Dismissal Without Prejudice of the above-styled action.

FILED
 OCT 18 1989

O R D E R

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

Upon the above and foregoing Joint and Stipulated Motion for Order of Dismissal Without Prejudice, the above-styled action is hereby dismissed without prejudice as to C. P. Hall Company, each party to bear its own costs.


 THOMAS R. BRETT
 U.S. DISTRICT COURT JUDGE

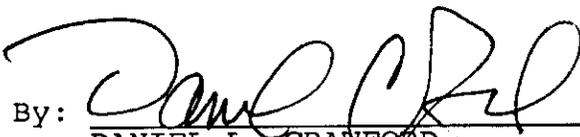
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

McGIVERN, SCOTT, GILLIARD, McGIVERN & ROBINSON
ATTORNEYS FOR DEFENDANT C. P. HALL COMPANY

By: 

~~DANIEL L. CRAWFORD~~
P.O. Box 2619
Tulsa, OK 74101-2619
918/584-3391 (O)
918/592-2416 (F)

JWN/ta
10/06/89

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

OCT 10 1989
JACK C. SILVER, CLERK.
U.S. DISTRICT COURT

BILLY FRANKLIN WILLIAMS,)
)
 Plaintiff,)
)
 vs.)
)
 ANCHOR PACKING COMPANY, et al.,)
)
 Defendants.)

No. 88-C-716-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
C. P. HALL COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

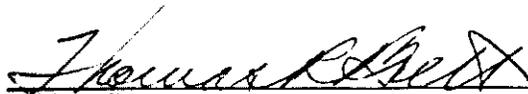
Plaintiff and Defendant C. P. Hall Company jointly move
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above-styled action.

FILED
OCT 10 1989

O R D E R

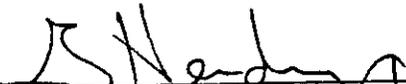
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is hereby dismissed without prejudice as to C. P. Hall Company,
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Jack C. Silver, Clerk
U.S. DISTRICT COURT


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

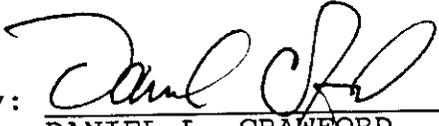
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFF

By: 

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

McGIVERN, SCOTT, GILLIARD, McGIVERN & ROBINSON
ATTORNEYS FOR DEFENDANT C. P. HALL COMPANY

By: 

DANIEL L. CRAWFORD
P.O. Box 2619
Tulsa, OK 74101-2619
918/584-3391 (O)
918/592-2416 (F)

JWN/ta
10/06/89

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

OCT 10 1989
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

RUFUS HOWARD HOLT, and
LETHA L. HOLT, Plaintiff's Spouse,

Plaintiffs,

vs.

ANCHOR PACKING COMPANY, et al.,

Defendants.

No. 88-C-707-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
C. P. HALL COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

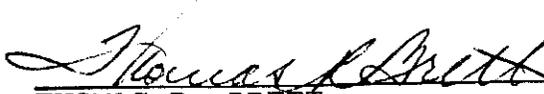
Plaintiffs and Defendant C. P. Hall Company jointly move
this Court for an Order of Dismissal Without Prejudice of the
above-styled action.

FILED
OCT 13 1989

O R D E R

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

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to C. P. Hall Company,
each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

McGIVERN, SCOTT, GILLIARD, McGIVERN & ROBINSON
ATTORNEYS FOR DEFENDANT C. P. HALL COMPANY

By: 

DANIEL L. CRAWFORD
P.O. Box 2619
Tulsa, OK 74101-2619
918/584-3391 (O)
918/592-2416 (F)

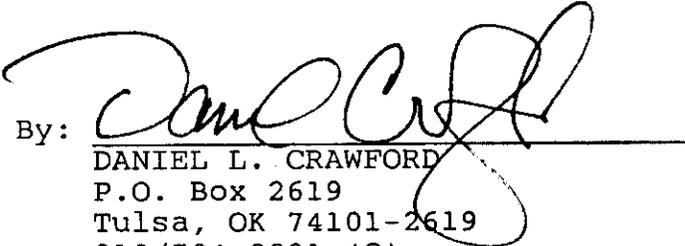
APPROVED:

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JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

McGIVERN, SCOTT, GILLIARD, McGIVERN & ROBINSON
ATTORNEYS FOR DEFENDANT C. P. HALL COMPANY

By: 

DANIEL L. CRAWFORD
P.O. Box 2619
Tulsa, OK 74101-2619
918/584-3391 (O)
918/592-2416 (F)

JWN/ta
10/05/89

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

U.S. DISTRICT COURT

JAY WILLIAM BLAIR, and)
MILDRED L. BLAIR, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

No. 88-C-720-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
ANCHOR PACKING COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant Anchor Packing Company jointly
move this Court for an Order of Dismissal Without Prejudice of
the above-styled action.

FILED

OCT 19 1989

O R D E R

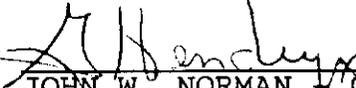
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Anchor Packing Com-
pany, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

JOHN W. NORMAN OBA #6699
GINA L. HENDRYX - OBA #10330
Renaissance Centre East
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Oklahoma City, OK 73103-4903
405/272-0200

RHODES, HIERONYMOS, JONES, TUCKER & GABLE
ATTORNEYS FOR DEFENDANT ANCHOR PACKING COMPANY

By: 

CHRIS L. RHODES
2800 Fourth National Bank Bldg.
Tulsa, OK 74119
918/582-1173

JWN/ta
10/04/89

FILED

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

OCT 11 1989

CLERK
DISTRICT COURT

JAY WILLIAM BLAIR, and)
MILDRED L. BLAIR, Plaintiff's Spouse,)
)
Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
Defendants.)

No. 88-C-720-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
A. W. CHESTERTON COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant A. W. Chesterton Company,
jointly move this Court for an Order of Dismissal Without Preju-
dice of the above-styled action.

FILED
OCT 10 1989

O R D E R

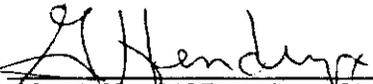
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to A. W. Chesterton
Company, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

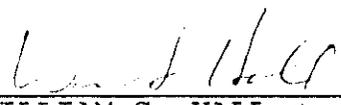
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

FELDMAN, HALL, FRADEN, WOODARD & FARRIS
ATTORNEYS FOR DEFENDANT A. W. CHESTERTON COMPANY

By: 

WILLIAM S. HALL # 3139
Park Centre, Suite 1400
525 S. Main Street
Tulsa, OK 74103-4409
918/583-7129 (O)
918/584-3814 (F)

JWN/ta
10/05/89

FILED

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

Jack C. Silver, Clerk
U.S. District Court

JAY WILLIAM BLAIR, and)
MILDRED L. BLAIR, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
)
vs.)
)
) ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

No. 88-C-720-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
NORTH GEORGIA MINERAL & CHEMICAL CORPORATION

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant North Georgia Mineral &
Chemical Corporation jointly move this Court for an Order of
Dismissal Without Prejudice of the above-styled action.

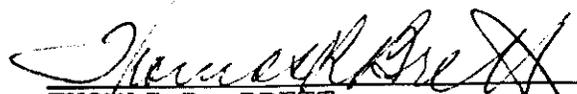
FILED

OCT 18 1989

O R D E R

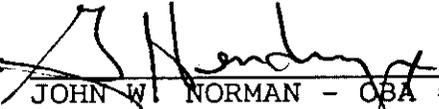
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to North Georgia Mineral
& Chemical Corporation, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

MILLS, WHITTEN, MILLS, MILLS & HINKLE
ATTORNEYS FOR DEFENDANT NORTH GEORGIA
MINERAL & CHEMICAL CORPORATION

By: 

MICHAEL W. HINKLE
500 One Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
405/239-2500

JWN/ta
10/05/89

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

FILED
OCT 10 1989

RUFUS HOWARD HOLT, and)
LETHA L. HOLT, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

U.S. DISTRICT COURT

No. 88-C-707-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
NORTH GEORGIA MINERAL & CHEMICAL CORPORATION

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant North Georgia Mineral & Chemical Corporation jointly move this Court for an Order of Dismissal Without Prejudice of the above-styled action.

FILED

O R D E R

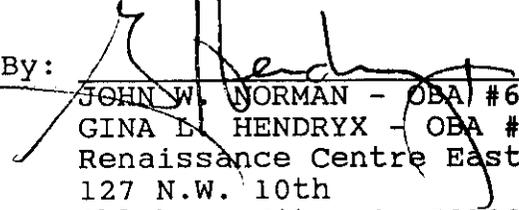
OCT 10 1989

Upon the above and foregoing Joint and stipulated motion for Order of Dismissal Without Prejudice, the above-styled action is hereby dismissed without prejudice as to North Georgia Mineral & Chemical Corporation, each party to bear its own costs.

Thomas R. Brett
THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

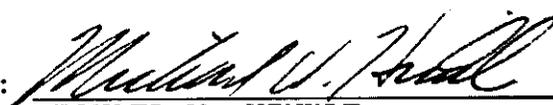
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

MILLS, WHITTEN, MILLS, MILLS & HINKLE
ATTORNEYS FOR DEFENDANT NORTH GEORGIA
MINERAL & CHEMICAL CORPORATION

By: 

MICHAEL W. HINKLE
500 One Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
405/239-2500

JWN/ta
10/05/89

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

RUFUS HOWARD HOLT, and)
LETHA L. HOLT, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

No. 88-C-707-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
ANCHOR PACKING COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant Anchor Packing Company jointly
move this Court for an Order of Dismissal Without Prejudice of **FILED**
the above-styled action.

OCT 15 1989

O R D E R

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

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Anchor Packing Com-
pany, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

RHODES, HIERONYMOS, JONES, TUCKER & GABLE
ATTORNEYS FOR DEFENDANT ANCHOR PACKING COMPANY

By: 

CHRIS L. RHODES
2800 Fourth National Bank Bldg.
Tulsa, OK 74119
918/582-1173

JWN/lc
10/04/89

FILED

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

OCT 11 1989

CLERK
U.S. DISTRICT COURT

RUFUS HOWARD HOLT, and)
LETHA L. HOLT, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

No. 88-C-707-B ✓✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
A. W. CHESTERTON COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant A. W. Chesterton Company,
jointly move this Court for an Order of Dismissal Without Preju-
dice of the above-styled action.

FILED

OCT 13 1989

O R D E R

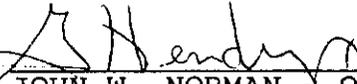
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to A. W. Chesterton
Company, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 
JOHN W. NORMAN OBA #6699
GINA L. HENDRYX OBA #10330
Renaissance Centre East
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Oklahoma City, OK 73103-4903
405/272-0200

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ATTORNEYS FOR DEFENDANT A. W. CHESTERTON COMPANY

By: 
WILLIAM S. HALL # 3739
Park Centre, Suite 1400
525 S. Main Street
Tulsa, OK 74103-4409
918/583-7129 (O)
918/584-3814 (F)

JWN/lc
10/04/89

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

FILED

OCT 11 1989

RUFUS HOWARD HOLT, and)
LETHA L. HOLT, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

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

No. 88-C-707-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
GARLOCK, INC.

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant Garlock, Inc., jointly move
this Court for an Order of Dismissal Without Prejudice of the
above-styled action.

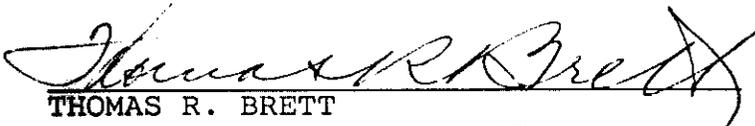
FILED

OCT 13 1989

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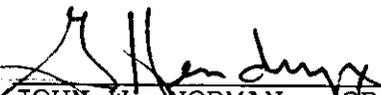
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Garlock, Inc., each
party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

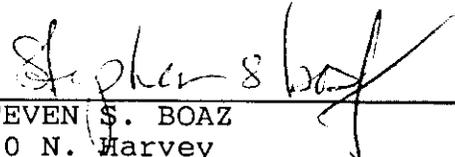
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

DURBIN, LARIMORE & BIALICK
ATTORNEYS FOR DEFENDANT GARLOCK, INC.

By: 

STEVEN S. BOAZ
920 N. Harvey
Oklahoma City, OK 73102-2610
405/235-9584 (O)
405/235-0551 (F)

JWN/ta
10/05/89

FILED

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

OCT 11 1989

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

BILLY FRANKLIN WILLIAMS,)
)
 Plaintiff,)
)
 vs.)
)
 ANCHOR PACKING COMPANY, et al.,)
)
 Defendants.)

No. 88-C-716-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
NORTH GEORGIA MINERAL & CHEMICAL CORPORATION

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiff and Defendant North Georgia Mineral & Chemical Corporation jointly move this Court for an Order of Dismissal Without Prejudice of the above-styled action.

FILED

OCT 15 1989

O R D E R

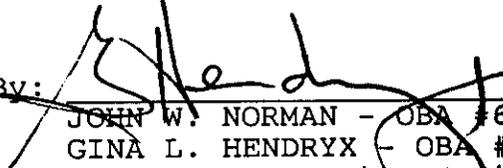
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion for Order of Dismissal Without Prejudice, the above-styled action is hereby dismissed without prejudice as to North Georgia Mineral & Chemical Corporation, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

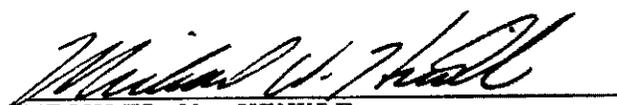
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFF

By: 

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

MILLS, WHITTEN, MILLS, MILLS & HINKLE
ATTORNEYS FOR DEFENDANT NORTH GEORGIA
MINERAL & CHEMICAL CORPORATION

By: 

MICHAEL W. HINKLE
500 One Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
405/239-2500

JWN/ta
10/04/89

FILED

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

OCT 11 1989

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

BILLY FRANKLIN WILLIAMS,)
)
 Plaintiff,)
)
 vs.)
)
 ANCHOR PACKING COMPANY, et al.,)
)
 Defendants.)

No. 88-C-716-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
GARLOCK, INC.

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiff and Defendant Garlock, Inc., jointly move
this Court for an Order of Dismissal Without Prejudice of the
above-styled action.

FILED

O R D E R

OCT 15 1989

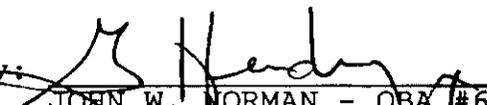
Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Garlock, Inc., each
party to bear its own costs.

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


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

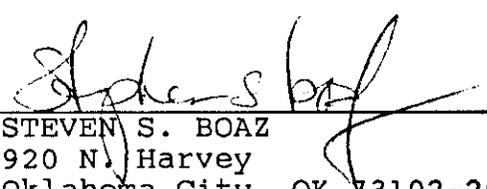
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFF

By: 

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

DURBIN, LARIMORE & BIALICK
ATTORNEYS FOR DEFENDANT GARLOCK, INC.

By: 

STEVEN S. BOAZ
920 N. Harvey
Oklahoma City, OK 73102-2610
405/235-9584 (O)
405/235-0551 (F)

JWN/ta
10/05/89

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

BILLY FRANKLIN WILLIAMS,

Plaintiff,

vs.

ANCHOR PACKING COMPANY, et al.,

Defendants.

No. 88-C-716-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
ANCHOR PACKING COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiff and Defendant Anchor Packing Company jointly
move this Court for an Order of Dismissal Without Prejudice of
the above-styled action.

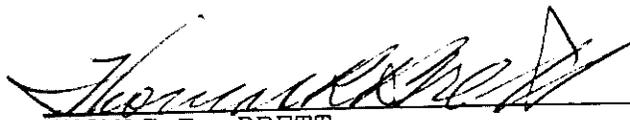
FILED

OCT 13 1989

O R D E R

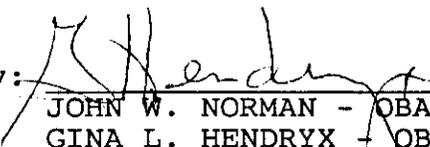
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Anchor Packing Com-
pany, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFF

By: 

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

RHODES, HIERONYMOS, JONES, TUCKER & GABLE
ATTORNEYS FOR DEFENDANT ANCHOR PACKING COMPANY

By: 

CHRIS L. RHODES
2800 Fourth National Bank Bldg.
Tulsa, OK 74119
918/582-1173

JWN/ta
10/04/89

FILED

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

CLERK
DISTRICT COURT

BILLY FRANKLIN WILLIAMS,)
)
 Plaintiff,)
)
 vs.)
)
 ANCHOR PACKING COMPANY, et al.,)
)
 Defendants.)

No. 88-C-716-B ✓✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
A. W. CHESTERTON COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiff and Defendant A. W. Chesterton Company,
jointly move this Court for an Order of Dismissal Without Prejudice
of the above-styled action.

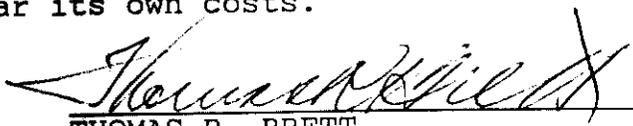
FILED

OCT 13 1989 DA

O R D E R

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

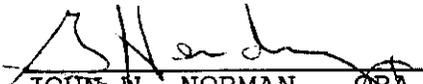
Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to A. W. Chesterton
Company, each party to bear its own costs.



THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFF

By: 

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

FELDMAN, HALL, FRADEN, WOODARD & FARRIS
ATTORNEYS FOR DEFENDANT A. W. CHESTERTON COMPANY

By: 

WILLIAM S. HALL # 3139
Park Centre, Suite 1400
525 S. Main Street
Tulsa, OK 74103-4409
918/583-7129 (O)
918/584-3814 (F)

JWN/ta
10/04/89

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

FILED

OCT 11 1989

JAY WILLIAM BLAIR, and)
MILDRED L. BLAIR, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

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

No. 88-C-720-B ✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
GARLOCK, INC.

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant Garlock, Inc., jointly move
this Court for an Order of Dismissal Without Prejudice of the
above-styled action.

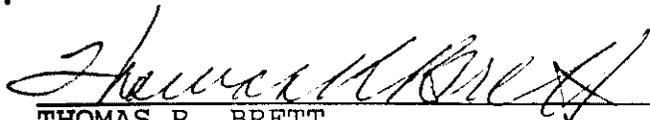
FILED

OCT 13 1989

O R D E R

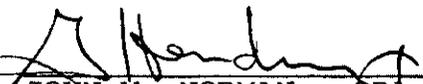
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Garlock, Inc., each
party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

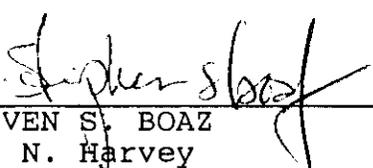
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

DURBIN, LARIMORE & BIALICK
ATTORNEYS FOR DEFENDANT GARLOCK, INC.

By: 

STEVEN S. BOAZ
920 N. Harvey
Oklahoma City, OK 73102-2610
405/235-9584 (O)
405/235-0551 (F)

JWN/lc
10/04/89

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

FILED

OCT 11 1989

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

DENNIS LLOYD EARP, and)
PEGGY EARP, Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

No. 88-C-704-B

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
GARLOCK, INC.

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant Garlock, Inc., jointly move
this Court for an Order of Dismissal Without Prejudice of the
above-styled action.

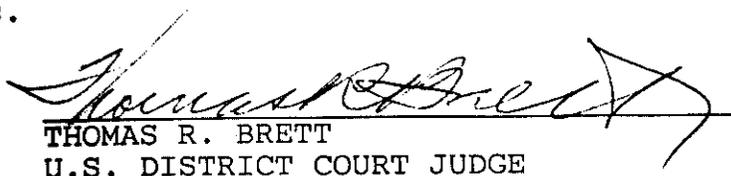
FILED

OCT 13 1989

O R D E R

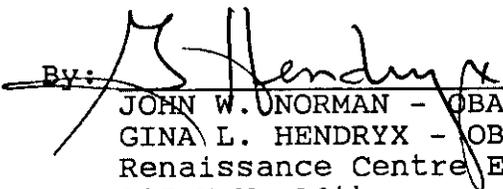
Upon the above and foregoing Joint and Stipulated Motion, Clerk
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Garlock, Inc., each
party to bear its own costs.

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


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

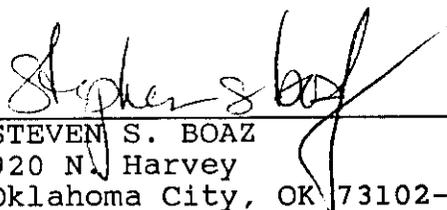
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

DURBIN, LARIMORE & BIALICK
ATTORNEYS FOR DEFENDANT GARLOCK, INC.

By: 

STEVEN S. BOAZ
920 N. Harvey
Oklahoma City, OK 73102-2610
405/235-9584 (O)
405/235-0551 (F)

JWN/lc
10/04/89

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

FILED

OCT 11 1989

CLERK
U.S. DISTRICT COURT

DENNIS LLOYD EARP, and)
PEGGY EARP, Plaintiff's Spouse,)
)
Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
Defendants.)

No. 88-C-704-B ✓✓

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
A. W. CHESTERTON COMPANY

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant A. W. Chesterton Company,
jointly move this Court for an Order of Dismissal Without Preju-
dice of the above-styled action.

FILED

OCT 13 1989

O R D E R

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

Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to A. W. Chesterton
Company, each party to bear its own costs.


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

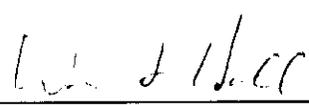
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

FELDMAN, HALL, FRADEN, WOODARD & FARRIS
ATTORNEYS FOR DEFENDANT A. W. CHESTERTON COMPANY

By: 

WILLIAM S. HALL #3779
Park Centre, Suite 1400
525 S. Main Street
Tulsa, OK 74103-4409
918/583-7129 (O)
918/584-3814 (F)

JWN/ta
10/05/89

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

OCT 11 1989

DENNIS LLOYD EARP, and
PEGGY EARP, Plaintiff's Spouse,

Plaintiffs,

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

vs.

No. 88-C-704-B ✓✓

ANCHOR PACKING COMPANY, et al.,

Defendants.

STIPULATED JOINT MOTION FOR,
AND ORDER OF, DISMISSAL
WITHOUT PREJUDICE AS TO DEFENDANT
NORTH GEORGIA MINERAL & CHEMICAL CORPORATION

Fed.R.Civ.P. 41(a)(2)

M O T I O N

Plaintiffs and Defendant North Georgia Mineral &
Chemical Corporation jointly move this Court for an Order of
Dismissal Without Prejudice of the above-styled action.

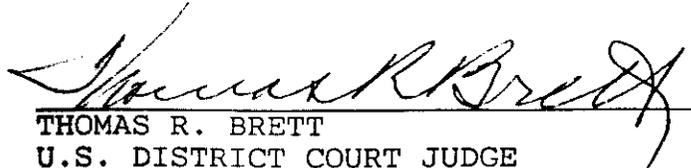
FILED

O R D E R

OCT 13 1989

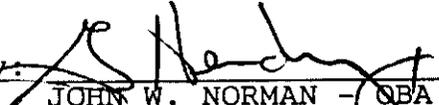
Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to North Georgia Mineral
& Chemical Corporation, each party to bear its own costs.

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


THOMAS R. BRETT
U.S. DISTRICT COURT JUDGE

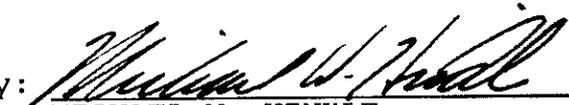
APPROVED:

LAW OFFICES OF
JOHN W. NORMAN INCORPORATED
ATTORNEYS FOR PLAINTIFFS

By: 

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

MILLS, WHITTEN, MILLS, MILLS & HINKLE
ATTORNEYS FOR DEFENDANT NORTH GEORGIA
MINERAL & CHEMICAL CORPORATION

By: 

MICHAEL W. HINKLE
500 One Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
405/239-2500

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA **OCT 13 1989**

HAROLD HAUGHT, JR.,
Plaintiff,
vs.
J. EVANS and THE STATE OF
OKLAHOMA,
Defendant.

Jack C. Sizer Clerk
U.S. DISTRICT COURT

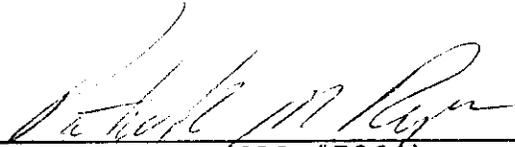
No. 88-C-1589-B ✓

ORDER

At the request of Plaintiff, this matter is herewith
DISMISSED, without prejudice.

IT IS SO ORDERED, this 13 day of October, 1989.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE



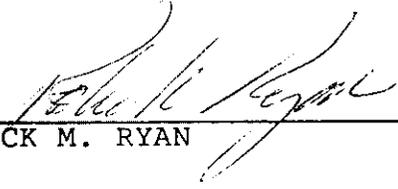
PATRICK M. RYAN (OBA #7864)
CHARLES E. GEISTER, III (OBA #3311)
OF THE FIRM:
RYAN, CORBYN & GEISTER
119 N. Robinson
Suite 900
Oklahoma City, Oklahoma 73102
(405) 239-6041

Attorneys for Defendant
Union Carbide Chemical and Plastics
Company, Inc., formerly known as
Union Carbide Corporation

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the
above and foregoing document was mailed this 13 day of
October, 1989, with postage prepaid, to the following:

M. Andrew Andrade
650 Grant Street
Denver, Colorado 80203



PATRICK M. RYAN

FILED

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

OCT 13 1989

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

FRED HAMMICK, JR. and
GLORIA JANELLE HAMMICK,

Plaintiffs,

vs.

ARMSTRONG CORK & SEAL, et al.,

Defendants.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO
NO. 89-C-569-BV

MASTER PLEADINGS FILE
NO. M-1417

ORDER OF DISMISSAL OF
U.S. MINERAL PRODUCTS COMPANY

ON THIS DAY CAME TO BE CONSIDERED, the Stipulation of Plaintiffs and U.S. Mineral Products Company for dismissal without prejudice of the Defendant U.S. Mineral Products Company. The Court is of the opinion that the Stipulation is well taken and,

IT IS THEREFORE ORDERED that U.S. Mineral Products Company is hereby dismissed without prejudice in this cause of action. All costs be taxed against the party by whom incurred.


JUDGE PRESIDING

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

FILED

OCT 13 1989

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

FEDERAL DEPOSIT INSURANCE
CORPORATION,

Plaintiff,

vs.

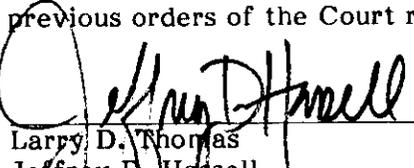
Case No. 88-C-163-E ✓

GRAYFOX OPERATING COMPANY, an
Oklahoma Corporation; GARY D.
JONSON; W. L. RIEMAN d/b/a
HILL'S TANK TRUCK SERVICE; and
TRICO INDUSTRIES, INC.,

Defendants.

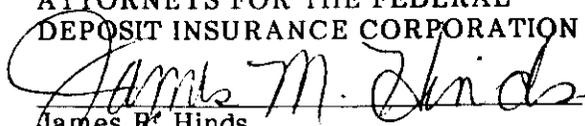
STIPULATION OF PARTIAL DISMISSAL

It is hereby stipulated between and among the parties below that the remaining portion of this action that has not been reduced to judgment, as to the Federal Deposit Insurance Corporation's security interest in and to the 14,700 shares of stock in Roxana Resources, Ltd., and that portion only, is hereby dismissed without prejudice, with each party to bear its own costs and expenses as to this portion of the litigation except for previous orders of the Court regarding payment of fees and expenses.



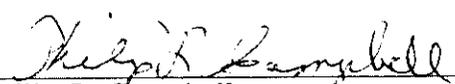
Larry D. Thomas
Jeffrey D. Hassell
GABLE & GOTWALS, INC.
2000 Fourth National Bank Building
Tulsa, Oklahoma 74119
918-582-9201

ATTORNEYS FOR THE FEDERAL
DEPOSIT INSURANCE CORPORATION



James R. Hinds
BRALY & HINDS
1701 Fourth National Bank Building
Tulsa, Oklahoma 74119

ATTORNEYS FOR SOFIA
EXPLORATION COMPANY



Philip R. Campbell
1208 South Utica Tower
1924 South Utica
Tulsa, Oklahoma 74114

ATTORNEY FOR GRAYFOX
OPERATING COMPANY, an
Oklahoma Corporation, and
GARY D. JONSON

Justified
FILED

OCT 12 1989 *dt*

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

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

DOUG and SUSAN JACOBSEN,)
)
 Plaintiffs,)
)
 vs.)
)
 FARMERS INSURANCE COMPANY,)
 INC.,)
)
 Defendant.)

No. 88-C-1374-E ✓

JUDGMENT

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

IT IS THEREFORE ORDERED that the Plaintiffs Doug and Susan Jacobsen take nothing from the Defendant Farmers Insurance Company, Inc., that the action be dismissed on the merits, and that the Defendant Farmers Insurance Company, Inc. recover of the Plaintiffs Doug and Susan Jacobsen its costs of action.

ORDERED this 11th day of October, 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

F I L E D

OCT 12 1989

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

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

GLENEAGLES APARTMENTS LIMITED,)
PARTNERSHIP,)

Plaintiff,)

vs.)

Case No. 87-C-425-E

BRUNEL CONSTRUCTION CO., INC.,)
a Texas corporation; THE)
MISCHER CORPORATION, a Delaware)
corporation; and MCGREGOR)
CONSTRUCTION CO., INC., a Texas)
corporation,)

Defendants and)
Third-Party Plaintiffs,)

vs.)

MCCLEARY ASSOCIATES, INC., d/b/a)
MCCLEARY GERMAN ASSOCIATES,)
INC.; SISEMORE, SACK, SISEMORE)
& ASSOCIATES, INC.; M. HOURANI)
& ASSOCIATES; BURROW REAL)
ESTATE DEVELOPMENT CO.;)
HARRY BURROW, individually;)
LARRY BURROW, individually;)
and GLENEAGLES APARTMENT)
CORPORATION,)

Third-Party Defendants.)

ORDER AND CONSENT JUDGMENT

There comes on for consideration the Stipulation for Entry of Consent Judgment entered into between the Defendants, Brunel Construction Company, Inc., McGregor Construction Company, Inc. and The Mischer Corporation, and the Court being fully advised in the premises, ORDERS and DECREES that said Stipulation is hereby granted and that judgment is hereby entered in favor of the Plaintiff, Gleneagles Apartments Limited Partnership, and against

the Defendants, Brunel Construction Co., Inc., McGregor Construction Co., Inc., and The Mischer Corporation, jointly and severally, in the amount of \$790,000, interest to accrue on the judgment at the post-judgment interest rate, and against Brunel Construction Co., Inc., only, in the amount of \$500,000, interest to accrue on the judgment at the post-judgment interest rate. All parties shall bear the burden of their own costs and attorney fees.

IT IS SO ORDERED this 11 day of Oct, 1989.

1st James O. Ellison
JUDGE OF THE DISTRICT COURT

**NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.**

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

OCT 12 1989

UNITED STATES OF AMERICA,

Plaintiff,

vs.

BARBARA A. WILSON,

Defendant.

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

CIVIL ACTION NO. 89-C-479-E

ORDER OF DISMISSAL

Now on this 10th day of October, 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 Barbara A. Wilson have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Barbara A. Wilson, be and is dismissed without prejudice.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

mlc

FILED
OCT 12 1989 *dt*

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

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

BOBBY LYNN GARNER,
Petitioner,
vs.
PHILLIP M. SPEARS,
Superintendent, FPC, Big
Spring, Texas,
Respondent.

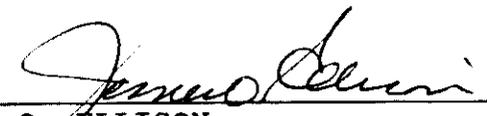
No. 89-C-510-E ✓

ORDER

NOW on this 11th day of October, 1989 comes on for hearing the above styled case and the Court, being fully advised in the premises finds that Petitioner Garner has filed a motion which is in effect a Motion to Vacate, Set Aside or Correct a sentence pursuant to 28 U.S.C. §2255, in this case as well as Case No. 86-CR-119-E. The Court has carefully reviewed the entire record and finds that the sentence imposed was appropriate, just and reasonable under the circumstances of the case.

IT IS THEREFORE ORDERED that Petitioner Garner's motion must be and is hereby denied.

ORDERED this 11th day of October, 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

OCT 12 1989

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

BANK OF OKLAHOMA, N.A.,
Grove Branch, formerly Bank
of Oklahoma, Grove,

Plaintiff,

vs.

THE ISLANDS MARINA, LTD.,
an Oklahoma corporation;
et al.,

Defendants.

Case No. 88-C-1335-E

GENMAR INDUSTRIES, INC.,
a Delaware corporation,

Plaintiff,

vs.

FIRST NATIONAL BANK & TRUST
COMPANY OF VINITA,

Defendant.

Case No. 88-C-1499-E

(Consolidated with
Case No. 88-C-1335-E)

JUDGMENT

This matter comes before the Court on Defendant and Cross-Claim Plaintiff THE FIRST NATIONAL BANK AND TRUST COMPANY OF VINITA's ("FNBV") Motion for Partial Summary Judgment on its Tenth Cross-Claim Against Defendant JERRY COURTNEY. The Court having reviewed the Briefs and evidence submitted therewith FINDS that there is no substantial controversy as to the following facts or issues.

1. FNBV had a perfected security interest in the boat inventory and proceeds thereof of The Islands Marina, Ltd., which included a 1987 Wellcraft 5000 Scarab Meteor, Serial No. WELP3065C87 ("50' Meteor").

2. Jerry Courtney loaned The Islands Marina, Ltd. \$150,000 in January 1988, receiving a Manufacturer's Statement of Origin to the 50' Meteor as security for that loan.

3. On or about February 20, 1988, International Sales and Leasing Corporation of Georgetown, Texas purchased the 50' Meteor from The Islands Marina, Ltd.

4. International Sales and Leasing Corporation paid for the 50' Meteor with a cashier's check in the amount of \$150,000 payable jointly to The Islands Marina, Ltd. and Jerry Courtney.

5. The Islands Marina, Ltd. and Jerry Courtney endorsed the cashier's check.

6. Jerry Courtney deposited the cashier's check from International Sales and Leasing Corporation into his personal checking account No. 220708 at Bannister Bank and Trust in Kansas City, Missouri.

7. The \$150,000 that Jerry Courtney received and deposited into account No. 220708 represented proceeds from the

sale of boat inventory that was subject to FNBV's security interest.

Based upon the aforesaid facts to which no genuine issue exists, THE COURT FURTHER FINDS as follows:

1. That Defendant FNBV is entitled to judgment, in personam, as a matter of law against Jerry Courtney in the amount of \$150,000 for proceeds which Jerry Courtney received from the sale of boat inventory of The Islands Marina, Ltd. subject to FNBV's security interest.

2. That FNBV is entitled to prejudgment interest pursuant to Okla. Stat. tit. 23, §6 on \$150,000 from the 20th day of February, 1988 until judgment is entered herein at the rate of six percent (6%) per annum as set forth in Okla. Stat. tit. 15, §266 and its costs of the action.

3. That FNBV is entitled to postjudgment interest on this judgment from the date of the entry of the judgment at the rate as set forth in 28 U.S.C. §1961.

4. That this is a final Judgment pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay and Judgment should be entered forthwith.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that FNBV have and recover final judgment, in personam, against Jerry Courtney for the sum of \$150,000, for prejudgment interest

at the rate of six percent (6%) per annum on the sum of \$150,000 from the 20th day of February, 1988 until judgment is entered, for postjudgment interest from the date judgment is entered as set forth in 28 U.S.C. §1961, and for the costs of this action.

FOR ALL OF WHICH LET EXECUTION ISSUE.

Dated this 10th day of October, 1989.

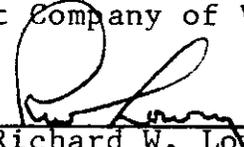
S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

LOGAN, LOWRY, JOHNSTON,
SWITZER, WEST & McGEADY
P. O. Box 558
Vinita, Oklahoma 74301

Attorneys for Defendant
The First National Bank and
Trust Company of Vinita

By: 

Richard W. Lowry
O.B.A. #5552

FRENSLEY, TOWERMAN & WILLIS
David Frensley, Esquire
Douglas Micheel, Esquire
801 West 47th Street
Suite 105
Kansas City, Missouri 64112

WALLACE, OWENS, LANDERS,
GEE, MORROW, WILSON,
WATSON, JAMES & COINER, P.C.
P. O. Box 1168
Miami, Oklahoma 74355

Attorneys for Defendant
Jerry Courtney

By:


Richard D. James, Esquire
O.B.A. #4617

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

OCT 12 1989

JAMES ANDREW THOMAS,
Plaintiff,

vs.

SECRETARY OF DEFENSE, et al.,
Defendants.

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

No. 87-C-378-E

JUDGMENT

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

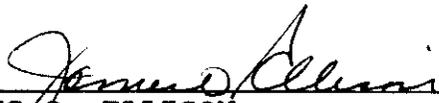
IT IS THEREFORE ORDERED that the Plaintiff James Andrew Thomas recover of the Defendant the relief delineated below with the exception of portions purporting to grant monetary damages in excess of \$10,000 against the United States and his costs of action.

The Secretary of the Army, through the ABCMR, shall be required to:

1. Expunge all references to "AWOL" or "AWOL" action, together with references to DFRA and DFRA actions; and all grounds therefor, both as regards AWOL and DFRA in Thomas' military and personnel records;
2. Expunge, as above, any and all references to "Deserter" and/or "Deserter" actions, in Thomas' military and personnel records;
3. Award Thomas constructive active service from July 22, 1982 to and inclusive of April 10, 1983, with concomitant retirement credits and full active duty pay, such that no benefits are lost for said period;

4. Affirmatively correct Thomas' military, personnel and all other veteran's records to show full, and successful completion of the original active duty (AG/R) commitment, as terminated on April 10, 1983, and return him to honorable non-active status accordingly, restoring any and all benefits heretofore lost, including credit for such service, both active and inactive; and
5. Restore any and all lost VA and VGLI benefits, or correct any records necessary to such restoration, as a result of this action.

ORDERED this 11th day of October , 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

OCT 11 1989

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

PAUL A. HENTGES,)
)
 Plaintiff,)
)
 v.)
)
 BEVERAGE PRODUCTS CORPORATION,)
 d/b/a PEPSI COLA-DR. PEPPER)
 BOTTLING COMPANY OF TULSA,)
)
 Defendant.)

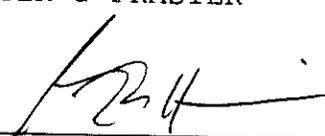
Case No. 89-C-166 C

STIPULATION OF DISMISSAL WITH PREJUDICE

The undersigned, counsel for the parties to this action, hereby stipulate pursuant to Rule 41(a) of the Federal Rules of Civil Procedure to dismiss this action with prejudice and stipulate that no costs, expenses, and attorneys' fees shall be assessed against either party.

This 2nd day of October, 1989.

FRASIER & FRASIER

By: 
Steven R. Hickman

1700 Southwest Boulevard
Suite 100
Tulsa, Oklahoma 74101

Attorney for Plaintiff

KILPATRICK & CODY

By: R. Slaton Tuggle, III
R. Slaton Tuggle, III
Jeffrey A. Van Detta

3100 Equitable Building
100 Peachtree Street
Atlanta, Georgia 30043

NICHOLS, WOLFE, STAMPER,
NALLY & FALLIS, INC.

By: Frank B. Wolfe, III
Frank B. Wolfe, III
S. M. Fallis, Jr.

Suite 400, Old City Hall Building
124 East Fourth Street
Tulsa, Oklahoma 74103

Attorneys for Defendant

IT IS SO ORDERED this 10 day of ^{Oct}~~September~~, 1989.

(Signed) H. Dale Cook

Judge
United States District Court

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

FILED

OCT 11 1989

Jack G. ...
U.S. DISTRICT COURT

GREGORY WAYNE LAHEY,)
)
 Petitioner,)
)
 v.)
)
 STEVE HARGETT, Warden,)
)
 Respondent.)

89-C-265-C

ORDER

The court has for consideration the Report and Recommendation of the Magistrate filed September 14, 1989, in which the Magistrate recommended that petitioner's application for a writ of habeas corpus pursuant to 28 U.S.C. § 2254 be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

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

Dated this 10th day of October, 1989.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

6

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

FILED

OCT 11 1989

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

PENNWELL PUBLISHING COMPANY,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
INSTITUTE OF ELECTRICAL AND)
ELECTRONICS ENGINEERS, INC.)
a corporation,)
)
Defendant.)

No. 89-C-736-C

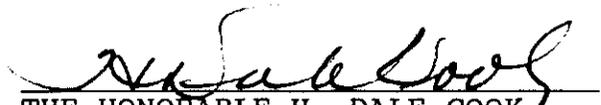
ORDER OF DISMISSAL WITH PREJUDICE

Upon the Stipulation of Dismissal with Prejudice and Request for Entry of Order filed herein by the Plaintiff and Defendant, and pursuant to Federal Rule of Civil Procedure 41(a)(1), the Court

FINDS: That the above-styled case should be dismissed with prejudice. It is therefore

ORDERED that the above-styled and numbered case be and the same is hereby dismissed with prejudice, with each party to bear its own costs and attorneys fees.

DONE, the 10 day of oct, 1989.


THE HONORABLE H. DALE COOK
UNITED STATES DISTRICT JUDGE

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

P.P.G. INDUSTRIES, INC., a)
Pennsylvania corporation,)
)
Plaintiff,)
)
vs.)
)
1st STOP AUTOMOTIVE PARTS)
AND PAINT, INC., an)
Oklahoma corporation, and)
SANFORD HAY, Individually,)
)
Defendants.)

Case No. 89-C-478-C

JUDGMENT

This matter comes on for hearing this 10 day of October, 1989 upon Application and Affidavit of the plaintiff duly made for judgment by default. The Court having reviewed the Complaint, Summons, Return of Service and court file, finds that defendants, 1st Stop Automotive Parts and Paint, Inc. and Sanford Hay, have been validly served with the Complaint and Summons, that the date by which said defendants were required to appear and defend this action was July 3, 1989, and that no appearance has been made by said defendants, nor has any motion or pleading been filed on their behalf. It therefore appears that the defendants herein are in default and that the Clerk of the United States District Court has previously searched the records and entered the default of the defendants.

Defendants, being in default, have thus admitted the substantial allegations of the Complaint. This Court, being fully

advised in the premises, and in consideration thereof, finds that the allegations of plaintiff's Complaint are deemed true as therein set forth. It further appears upon plaintiff's Affidavit that, after the deduction of the proceeds from the sale of collateral, the defendants are indebted to plaintiff in the sum of \$44,458.88 for failure to pay on an open account and notes, together with interest; that the Plaintiff has incurred attorneys' fees and expenses, as well as costs in prosecuting this action; that default has been entered against defendants for failure to appear and that defendants are not infants or incompetent persons, and are not in the military service of the United States. The Court having heard the application of counsel and being fully advised, finds that judgment should be entered for the plaintiff.

Upon the application of the plaintiff to discharge the plaintiff and its surety, Federal Insurance Co., from the replevin bond filed herein, this Court finds that upon the entry of judgment for the plaintiff, the replevin bond is no longer required, therefore upon the plaintiff's application and affidavit:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff recover from defendants the sum of \$44,458.88, together with interest as allowed by law, reasonable attorneys' fees, expenses and costs in prosecuting this action for all of which let execution issue.

BE IT FURTHER ORDERED that the replevin bond heretofore filed in this matter by plaintiff, P.P.G. Industries, Inc., as principal, and Federal Insurance Co., as Surety, is hereby released and P.P.G.

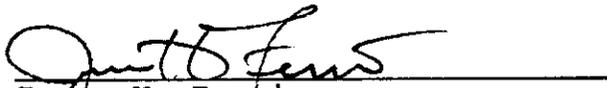
Industries, Inc. and Federal Insurance Co. are discharged and exonerated from further obligation or responsibility thereunder.

Judgment rendered this 10 day of October, 1989.

(Signed) H. Dale Cook

United States District Judge

APPROVED:


James H. Ferris
MOYERS, MARTIN, SANTEE,
IMEL & TETRICK
320 South Boston, Suite 920
Tulsa, Oklahoma 74103

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

FILED

OCT 11 1989

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

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

Plaintiff,)

vs.)

Case No. 88-C-0044-C ✓

CREEK COUNTY WELL SERVICE,)
INC., an Oklahoma corporation;)
R. A. SELLERS, III; R. A.)
SELLERS, JR., and LEE I.)
LEVINSON,)

Defendants.)

ORDER OF DISMISSAL WITHOUT PREJUDICE
-- FIRST, SECOND AND THIRD COUNTS

NOW came on before the Court the Stipulation of Dismissal without Prejudice - First, Second and Third Counts, filed herein by the Plaintiff and Defendant Creek County Well Service, Inc.; and the Court FINDS that good cause and sufficient grounds have been stated in support of such Stipulation of Dismissal without Prejudice - First, Second and Third Counts; and it is therefore ORDERED that this action be and the same is hereby dismissed as to (i) the claim for money judgment and foreclosure set forth in the First Count of the FDIC's Complaint, (ii) the claim for replevin set forth in the Second Count of the FDIC's Complaint, and (iii) the claim for money judgment and foreclosure set forth in the Third Count of the FDIC's Complaint, filed with the Court January 19, 1988, together with any and all amendments to the First, Second and Third Counts and claims asserted by the Defendant, without prejudice to the rights of Plaintiff and Defendant, Creek County Well Service, Inc., to refile and reassert their claims raised herein under the First, Second and Third Counts at any time in the future with each of the parties bearing its own costs, including attorney's fees, incurred herein.

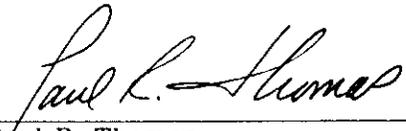
IT IS SO ORDERED AND DATED this 16 day of oct, 1989.


UNITED STATES DISTRICT COURT JUDGE

APPROVED FOR ENTRY:


Robert S. Glass (OBA No. 10824)
GABLE & GOTWALS, INC.
2000 Fourth National Bank Bldg.
Tulsa, Oklahoma 74119
(918) 582-9201

COUNSEL FOR FEDERAL DEPOSIT
INSURANCE CORPORATION, acting
in its corporate capacity


Paul R. Thomas
Jarboe & Stoermer
1810 Mid-Continent Tower
Tulsa, Oklahoma 74103

COUNSEL FOR CREEK COUNTY WELL
SERVICE, INC.

ajg

OBA #5026

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

RALPH JOHN FEUERBORN, SR.;
LAURA FEUERBORN and THE
AMERICAN INSURANCE COMPANY,
a New Jersey Corp.,

Plaintiff,

vs.

No. 87-C-159-C

STOOPS EXPRESS, INC.; OZARK
KENWORTH, INC.; SAM GUY, an
Individual; PACCAR INC.;
HOLLAND HITCH, INC.; THE
TRAVELERS INDEMNITY COMPANY;
and THE INTEGRAL INSURANCE
COMPANY,

Defendants,

EVAN AQUILLA JONES IV;
TRAILINER CORPORATION;
DARRELL WILSON and
ROADRUNNER LEASING, INC.,

Third Party
Defendants.

2/11/1989

ORDER OF DISMISSAL WITHOUT PREJUDICE OF CROSS-CLAIM
OF PACCAR, INC., D/B/A KENWORTH CORPORATION

On this 10th day of October, 1989, the application of Paccar, Inc., d/b/a/ Kenworth Corporation, Evan Aquilla Jones, IV, and Trailiner Corporation for a dismissal without prejudice of Paccar, Inc.'s cross-claim against Evan Aquilla Jones, IV and Trailiner Corporation came on before the court for hearing. The court finds that said cross-claim is moot as Paccar, Inc., Evan Aquilla Jones, IV, and Trailiner Corporation along with other parties have settled with the Plaintiffs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the cross-claim of Paccar, Inc., d/b/a Kenworth Corporation, against Evan Aquilla Jones, IV and Trailiner Corporation is dismissed without prejudice.



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

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

FILED

OCT 11 1989

CLERK
U.S. DISTRICT COURT

OKLAHOMA STATE WORKERS)
UNION, an unincorporated)
association,)

Plaintiff,)

vs.)

Case No. 89-C-691-B ✓

JAMES C. THOMAS, et al.,)

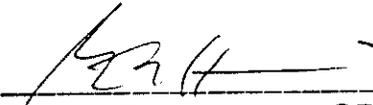
Defendants.)

NOTICE OF DISMISSAL

COMES NOW Plaintiff and dismisses the above styled and
numbered cause.

FRASIER & FRASIER

BY:



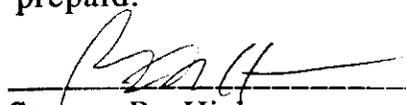
Steven R. Hickman, OBA #4172
1700 Southwest Boulevard
Suite 100
P. O. Box 799
Tulsa, OK 74101
918/584-4724

CERTIFICATE OF MAILING

I hereby certify that on the 10th day of October, 1989, I
mailed a true and copy of the above and foregoing instrument to:

Guy L. Hurst
420 W. Main St.
Oklahoma City, OK 73102

with proper postage thereon fully prepaid.



Steven R. Hickman

6. Jury trial demand should be stricken because there is no right to a jury trial under ERISA.³

Plaintiff brings this ERISA action alleging generally he has been employed, from 1956 to 1970 and from 1975 until 1987⁴, by Dow Chemical, "its subsidiaries and affiliate companies, including Dowell."⁵ Plaintiff's basic premise is that Defendants have failed to credit Plaintiff with all years of work back to 1956 as required by ERISA.

In Defendants' first ground for dismissal Defendants allege Plaintiff's failure to exhaust his administrative remedies divests the Court of subject matter jurisdiction. The Complaint lacks any allegation that Plaintiff has indeed exhausted his administrative remedies if such is required. The materials furnished outside the Complaint⁶ establish that Plaintiff has made inquiry concerning his

³Employee Retirement Income Security Act of 1974, as Amended, 29 U.S.C. §1001 *et seq.*

⁴Specifically, 9-4-56 to 3-31-70 and 2-15-75 to 1-31-87.

⁵It is not clear from the Complaint to which Dowell Plaintiff refers. Plaintiff has named as Defendants seven corporations and eight plans or trusts. Plaintiff's main thrust seems to proceed against DSI and DS-ALA (the overseas group).

⁶Plaintiff's unsworn statements under penalty of perjury. (See 28 U.S.C. § 1746) and various affidavits offered by the Defendants. On a motion to dismiss for lack of subject matter jurisdiction, the Court can consider affidavits and other materials outside the pleadings without converting the motion into one for summary judgment. Jackson v. Ohio Bell Tel. Co., 555 F.Supp. 80 (D.C. Ohio 1982); *see also*, Stuart v. Federal Energy Systems, Inc., 596 F.Supp. 458 (D.C.Vt. 1984).

claimed right to increased work credits for pension purposes. Specifically, Plaintiff seeks pension credit recognition for the period of time he was employed with Dow Chemical which occurred from September 4, 1956 to March 31, 1970.⁷

DSI, the only Defendant before the Court for all purposes⁸, contends Plaintiff has no pension rights for this period because he left Dow Chemical prior to the vesting age of 35 and DSI has not chosen to reinstate such credit; therefore none exists.

Based upon what is before the Court it appears Plaintiff could not gain pension rights recognition for the '56-'70 period from both DSI and the DS-ALA group. The supplemental appendix filed May 8, 1989, contains two affidavits. The Kluepfel affidavit relates to the three benefit plans⁹ maintained by DSI. The Mele affidavit relates to DS-ALA, the overseas or foreign companies and their

⁷Plaintiff's Complaint, ¶ III; Exhibit B to Affidavit of Stephen Emil Mele and Exhibit B to Affidavit of John A. Kluepfel, Defendants' Supplemental Appendix filed May 8, 1989.

⁸DSI has made a general appearance. It does not appear the remaining Defendants have been served. They appear specially for the Motion to Dismiss.

⁹The pension plan, the Savings plan and the profit sharing plan. According to Kluepfel: the profit sharing plan has never been funded so nothing is available for any employee; the savings plan account is available for Plaintiff to withdraw; the pension plan only recognizes Plaintiff's DSI employment from 9-25-84 to 6-30-85.

related plans.¹⁰ The Mele affidavit states the DS-ALA pension plan (trust) is construed according to the laws of England. Of the two profit sharing plans, Plaintiff (Mele states) has received the full amount as to one plan (by check dated April 28, 1987). The remaining profit sharing plan (profit sharing plan for citizens of the United States employed abroad) comes under the auspices of ERISA and is administered by a trust in Houston, Texas." Plaintiff's Complaint makes no specific allegation of defined-contribution rights under this plan.

The Court concludes Plaintiff may well need to exhaust his administrative remedies against two distinct ERISA plans or trusts prior to any federal court action(s). If such is needed to vest subject matter jurisdiction, the Court would have no choice but to dismiss the Complaint. Contra-wise, if one need not exhaust administrative remedies under ERISA but common sense dictates that he or she do so, the Court should, if judicial discretion permits, dismiss the Complaint, without prejudice, to allow a plaintiff to do administratively what is perhaps better done administratively.

Kross v. Western Elec. Co., Inc., 701 F.2d 1238 (7th Cir. 1983) is particularly apropos on the exhaustion issue and the Court's discretion therein, as follows:

¹⁰The Dowell Schlumberger International staff pension plan and profit sharing plans.

¹¹The Schlumberger Master Profit Sharing Trust, of which the trustee is Texas Commerce Bank, P. O. Box 2558, Houston, Texas 77252.

"Although § 502, 29 U.S.C. § 1132, quoted above, provides that a civil action may be brought to redress violations of ERISA, it is silent as to whether exhaustion of administrative remedies is a prerequisite to bringing such a civil action. Rather, application of the exhaustion doctrine in ERISA cases by requiring a claimant to exhaust administrative remedies prior to bringing suit is a matter within the discretion of the trial court. In *Janowski v. Local 710 Pension Fund, International Brotherhood of Teamsters*, 673 F.2d 931 (7th Cir. 1982), this court was presented with the issue of whether the exhaustion doctrine should be applied in a suit arising under section 502 of ERISA, 29 U.S.C. §1132. Although *Janowski* held that exhaustion of administrative remedies was not required in that case, the court stated that in civil actions brought under ERISA:

"[the exhaustion doctrine's] application is committed to the sound discretion of the [trial] court.... Where exhaustion is not specifically required by statute, the district court's discretionary decision may only be disturbed on appeal when there has been a clear abuse of discretion." *Id.* at 935 (citations omitted).

"Kross argues that the district court abused its discretion when it applied the exhaustion of remedies doctrine to his claim that he was terminated to prevent his service pension from vesting. We reject this argument and agree that strong federal policy expressed in case law, encouraging private resolution of ERISA-related disputes, mandates the application of the exhaustion doctrine in this case." *Id.* 1244.

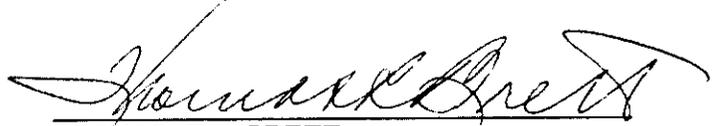
The Court concludes Plaintiff's Complaint should be DISMISSED, without prejudice, for failure to allege therein exhaustion of

administrative remedies under ERISA.¹²

Unnecessary to decide are the remaining grounds for dismissal urged by the Defendants. The Court is aware this action risked dismissal as to all Defendants except DSI for failure to obtain personal jurisdiction over these Defendants by proper service of process.

The Complaint is hereby DISMISSED, without prejudice.

IT IS SO ORDERED this 11th day of October, 1989.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

¹²The Court notes the Complaint, in addition, did not allege the companies involved failed to fund the plans or trusts, which, in the Court's mind, could prove significant in an ERISA action against such companies.

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

Oct 11, 1989

L. G. BALFOUR COMPANY, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 ALBERT N. DRAKE, et al.,)
)
 Defendants.)

Case No. M-31

ORDER OF DISMISSAL

COMES NOW the Application for Dismissal of by and through their attorneys, David A. Walker and Kelley L. Cornelius, coming on to be heard this 10th day of October, 1989.

The Court thereupon examined the files and argument of counsel and finds that an Order of Dismissal should be issued.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by this Court that a dismissal of the Motion for Protective Order filed by the attorneys for the deponents is hereby dismissed as moot.

S/JEFFREY S. WOLFE
U.S. MAGISTRATE

~~UNITED STATES DISTRICT JUDGE~~
Magistrate

APPROVED:

KELLEY L. CORNELIUS, #12618
DAVID A. WALKER, #9284
Attorneys for Deponents
2728 Northwest 39th Expressway
Oklahoma City, Oklahoma 73112
405/943-2471

NOTE: THIS ORDER IS TO BE MAILED BY MOVANT TO ALL COUNSEL AND THE SE LITIGANTS IMMEDIATELY UPON RECEIPT.

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

OCT 11 1989

Rene' Meri Tahmasebi, et al)	
)	
Plaintiffs,)	
)	
v.	)	88-C-1447-C
)	
Jane Phillips Episcopal)	
Hospital, Inc., et al)	
)	
Defendants.)	

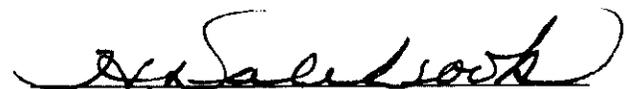
ORDER

The court has for consideration the Report and Recommendation of the Magistrate filed September 15, 1989, in which the Magistrate recommended that the Motion of the Defendant and Third Party Plaintiff for Dismissal of the Third Party Complaint be granted without prejudice. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that the Motion of the Defendant and the Third Party Plaintiff for Dismissal of the Third Party Complaint should be and is granted without prejudice.

Dated this 10th day of October, 1989.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on May 19, 1989; and that the Defendants, Victor Tyrone Birmingham and Earlene J. Allen, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot Eight (8), Block One (1), FAIRHILL AMENDED, to the City of Tulsa, Tulsa County, Oklahoma, part of the SE/4 of Section 12, Township 20 North, Range 12 East.

The Court further finds that on May 3, 1984, the Defendants, Victor Tyrone Birmingham and Earlene J. Allen, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, their mortgage note in the amount of \$24,750.00, payable in monthly installments, with interest thereon at the rate of 12.5 percent per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Victor Tyrone Birmingham and Earlene J. Allen, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated May 3, 1984, covering the above-described property. Said mortgage was recorded on May 7, 1984, in Book 4788, Page 756, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Victor Tyrone Birmingham and Earlene J. Allen, 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, Victor Tyrone Birmingham and Earlene J. Allen, are indebted to the Plaintiff in the principal sum of \$24,510.51, plus interest at the rate of 12.5 percent per annum from November 1, 1987 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Victor Tyrone Birmingham and Earlene J. Allen, in the principal sum of \$24,510.51, plus interest at the rate of 12.5 percent per annum from November 1, 1987 until judgment, plus interest thereafter at the current legal rate of 8.19 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

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

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

First:

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

Second:

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

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

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

S/ JAMES O. ELISON

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



PHIL PINNELL, OBA #7169
Assistant United States Attorney



J. DENNIS SEMLER, OBA #8076
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

Judgment of Foreclosure
Civil Action NO. 89-C-350-E

F I L E D

OCT 10 1989

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY,
STATE OF OKLAHOMA

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

LEE VERNON,

Plaintiff,

vs.

No. 89-C-216-E

KFC CORPORATION, a Delaware
corporation; and KFC
MANAGEMENT COMPANY, a
foreign corporation,

Defendants.

ORDER OF DISMISSAL WITHOUT PREJUDICE

This matter comes before the Court on the Joint Stipulation of Dismissal Without Prejudice of the parties herein.

Being advised in the premises and for good cause shown, the Court hereby dismisses this matter without prejudice against KFC Corporation.

DATED this 10th day of October, 1989.

JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED
OCT - 8 1978
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

GLENEAGLES APARTMENTS LIMITED)
PARTNERSHIP,)
v.)
BRUNEL CONSTRUCTION CO., INC.,)
a Texas corporation; THE MISCHER)
CORPORATION, a Delaware)
corporation; and MCGREGOR)
CONSTRUCTION CO., INC., a Texas)
corporation,)
v.)
McCLEARY ASSOCIATES, INC. d/b/a)
McCLEARY GERMAN ASSOCIATES, INC.;)
SISEMORE, SACK, SISEMORE &)
ASSOCIATES; BURROW REAL ESTATE)
DEVELOPMENT CO.; HARRY BURROW,)
individually; LARRY BURROW,)
individually; and GLENEAGLES)
APARTMENT CORPORATION.)

Case No. C-87-425-E

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE
OF THIRD-PARTY SUIT

COME NOW the following parties, by and through counsel of record, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, and hereby jointly stipulate that all remaining causes of action in the Third-Party suit be dismissed with prejudice. The parties shall each bear their own attorney fees and costs.

The court has previously dismissed Third-Party Defendants McCleary Associates, Inc., Harry Burrow, and Larry Burrow from this case.

WHEREFORE, Defendants/Third-Party Plaintiffs Brunel Construction Co., Inc., The Mischer Corporation, and McGregor Construction Co., Inc., together with all remaining Third-Party

Defendants, Sisemore, Sack, Sisemore & Associates, Burrow Real Estate Development Co., and Gleneagles Apartment Corporation, hereby jointly dismiss all claims, counterclaims, and cross-claims which were asserted by any one or more of them against any other or others of them in this case, with prejudice to the bringing of another suit.

DATED this 6th day of October, 1989.

DEFENDANTS/THIRD-PARTY
PLAINTIFFS,
Brunel Construction Co., Inc.,
The Mischer Corporation, and
McGregor Construction Co., Inc.

By

Elsie C. Draper

Elsie C. Draper
Joel R. Hogue
GABLE & GOTWALS
2000 Fourth National Building
Tulsa, OK 74103

THIRD-PARTY DEFENDANTS,
Burrow Real Estate Development
Co., and
Gleneagles Apartment
Corporation

By

Nancy G. Gourley

Nancy G. Gourley
M. Freeman-Burney
COMFORT, LIPE & GREEN, P.C.
2100 Mid-Continent Tower
401 South Boston Avenue
Tulsa, OK 74103

THIRD-PARTY DEFENDANT,
Sisemore, Sack & Sisemore
Associates, Inc.

By

Harry M. Crowe

Harry M. Crowe
CRAWFORD, CROWE & BAINBRIDGE
1714 First National Building
Tulsa, OK 74103

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

FILED
OCT 6 1989

DARLA TRIPP,

Plaintiff,

vs.

AIR POWER SYSTEMS COMPANY,
an Oklahoma corporation,

Defendants.

)
)
)
)
)
)
)
)
)
)

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

Case No. 87-C-186-E

ORDER OF DISMISSAL

This matter having come before this Court this 5th day of October, 1989, upon the Joint Stipulation of attorneys for Plaintiff and Defendants, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the complaint of the Plaintiff against said Defendant is hereby dismissed with prejudice to the filing of a future action, the parties to bear their own respective costs and attorneys fees.

BY JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

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

FILED
OCT 6 1989

ALLSTATE INSURANCE COMPANY,)

Plaintiff,)

v.)

BARBARA SUE GODFREY; BETTY J. FLYNT; and)
DALE LEE GODFREY,)

Defendant.)

No. 89-C-167-E

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

ORDER OF DISMISSAL

Now on this 5th day of October, 1989, it appearing to this Court that this matter has been compromised and settled, this case is herewith dismissed with prejudice. A Stipulation of Dismissal With Prejudice signed by all attorneys involved in this action is attached herewith and marked Exhibit "A".

/s/ JAMES O. ELLISON

JUDGE ELLISON

FILED

SEP 29 1989

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

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

ALLSTATE INSURANCE COMPANY,

Plaintiff,

v.

No. 89-C-167-E

BARBARA SUE GODFREY; BETTY J. FLYNT; and
DALE LEE GODFREY,

Defendant.

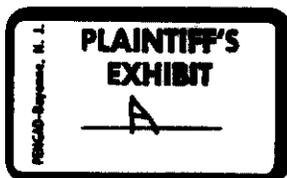
STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, Allstate Insurance Company, by and through its attorney of record, Galen L. Brittingham of the law firm of Thomas, Glass, Atkinson, Haskins, Nellis & Boudreaux, and hereby dismisses with prejudice Plaintiff's declaratory judgment action against the Defendants, Barbara Sue Godfrey, Betty J. Flynt and Dale Lee Godfrey.

Galen L. Brittingham
GALEN L. BRITTINGHAM, attorney for
Plaintiff

John Gladd, Sr.
JOHN GLADD, SR., attorney for
Defendant, Dale Lee Godfrey

Jack Maner
JACK MANER, attorney for Defendants,
Barbara Sue Godfrey and Betty J.
Flynt



UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

OCT 6 1989

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
LAVERNE E. PAYNE a/k/a LAVERN E.)
PAYNE a/k/a LAVERNE EUGENE PAYNE)
a/k/a VERNE PAYNE; LEVETTA)
JEWELL PAYNE a/k/a JEWELL PAYNE;)
COUNTY TREASURER, Tulsa County,)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Tulsa County,)
Oklahoma,)
)
Defendants.)

CIVIL ACTION NO. 89-C-205-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 6th day
of October, 1989. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Phil Pinnell, Assistant United States Attorney;
the Defendants, County Treasurer, Tulsa County, Oklahoma, and
Board of County Commissioners, Tulsa County, Oklahoma, appear by
J. Dennis Semler, Assistant District Attorney, Tulsa County,
Oklahoma; and the Defendants, Laverne E. Payne a/k/a LaVern E.
Payne a/k/a Laverne Eugene Payne a/k/a Verne Payne and Levetta
Jewell Payne a/k/a Jewell Payne, appear not, but make default.

The Court being fully advised and having examined the
file herein finds that Defendant, County Treasurer, Tulsa County,
Oklahoma, acknowledged receipt of Summons and Complaint on
March 20, 1989; and that Defendant, Board of County
Commissioners, Tulsa County, Oklahoma, acknowledged receipt of
Summons and Complaint on March 21, 1989.

The Court further finds that the Defendants, Laverne E. Payne a/k/a LaVern E. Payne a/k/a Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne, were served by publishing notice of this action in the Tulsa Daily Business Journal & Legal Record, a newspaper of general circulation in Tulsa County, Oklahoma, once a week for six (6) consecutive weeks beginning July 7, 1989, and continuing to August 11, 1989, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c). Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendants, Laverne E. Payne a/k/a LaVern E. Payne a/k/a Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne, and service cannot be made upon said Defendants within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendants without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known addresses of the Defendants, Laverne E. Payne a/k/a LaVern E. Payne a/k/a Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of

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

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on April 7, 1989; and that the Defendants, Laverne E. Payne a/k/a LaVern E. Payne a/k/a Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that on March 22, 1988, Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne filed their voluntary petition in bankruptcy in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 88-00722. On July 12, 1988, Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne were released 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 Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Twenty-two (22), Block Five (5), Replat of Lots Ten (10) thru Thirty-three (33), Block Two (2), and all of Block Five (5), and Block Six (6), Briarglen Acres Addition, Tulsa County, State of Oklahoma

The Court further finds that on August 26, 1985, Laverne E. Payne and Levetta Jewell Payne executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, their mortgage note in the amount of \$49,500.00, payable in monthly installments, with interest thereon at the rate of 11.5 percent per annum.

The Court further finds that as security for the payment of the above-described note, Laverne E. Payne and Levetta Jewell Payne executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated August 26, 1985, covering the above-described property. Said mortgage was recorded on August 27, 1985, in Book 4887, Page 1782, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Laverne E. Payne a/k/a LaVern E. Payne a/k/a Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne, 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, Laverne E. Payne a/k/a LaVern E. Payne a/k/a

Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne, are indebted to the Plaintiff in the principal sum of \$49,333.21, plus interest at the rate of 11.5 percent per annum from January 1, 1988 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against Defendants, Laverne E. Payne a/k/a LaVern E. Payne a/k/a Laverne Eugene Payne a/k/a Verne Payne and Levetta Jewell Payne a/k/a Jewell Payne, in the principal sum of \$49,333.21, plus interest at the rate of 11.5 percent per annum from January 1, 1988 until judgment, plus interest thereafter at the current legal rate of 8.19 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

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

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

First:

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

Second:

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

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

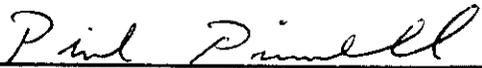
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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

S/ THOMAS R. BRETT

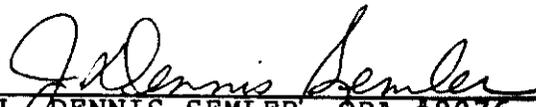
UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



PHIL PINNELL, OBA #7169
Assistant United States Attorney



J. DENNIS SEMLER, OBA #8076
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

Judgment of Foreclosure
Civil Action No. 89-C-205-B

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DAVID A. SACHS; MIKE HORTON;)
 COUNTY TREASURER, Tulsa County,)
 Oklahoma; and BOARD OF COUNTY)
 COMMISSIONERS, Tulsa County,)
 Oklahoma,)
)
 Defendants.)

F I L E D

OCT 6 1989

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

CIVIL ACTION NO. 89-C-224-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 6th day
of October, 1989. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Peter Bernhardt, Assistant United States
Attorney; the Defendants, County Treasurer, Tulsa County,
Oklahoma, and Board of County Commissioners, Tulsa County,
Oklahoma, appear by J. Dennis Semler, Assistant District
Attorney, Tulsa County, Oklahoma; and the Defendants, David A.
Sachs and Mike Horton, appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendant, Mike Horton, acknowledged
receipt of Summons and Complaint on April 2, 1989; that
Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged
receipt of Summons and Complaint on March 28, 1989; and that
Defendant, Board of County Commissioners, Tulsa County, Oklahoma,
acknowledged receipt of Summons and Complaint on March 29, 1989.

The Court further finds that the Defendant, David A. Sachs, was served by publishing notice of this action in the Tulsa Daily Business Journal & Legal Record, a newspaper of general circulation in Tulsa County, Oklahoma, once a week for six (6) consecutive weeks beginning July 18, 1989, and continuing to August 22, 1989, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c). Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendant, David A. Sachs, and service cannot be made upon said Defendant within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendant without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known address of the Defendant, David A. Sachs. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Secretary of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, fully exercised due diligence in ascertaining the true name and identity of the party served by publication with respect to his present or last known place of

residence and/or mailing address. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as to the subject matter and the Defendant served by publication.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on April 17, 1989; and that the Defendants, Mike Horton, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot Twenty (20), Block Five (5), BELLAIRE ACRES ADDITION, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

The Court further finds that on February 12, 1987, the Defendant, David A. Sachs, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, his mortgage note in the amount of \$33,300.00, payable in monthly installments, with interest thereon at the rate of 8.5 percent per annum.

The Court further finds that as security for the payment of the above-described note, the Defendant, David A. Sachs, executed and delivered to the United States of America,

acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated February 12, 1987, covering the above-described property. Said mortgage was recorded on February 18, 1987, in Book 5002, Page 1451, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, David A. Sachs, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, David A. Sachs, is indebted to the Plaintiff in the principal sum of \$33,026.27, plus interest at the rate of 8.5 percent per annum from April 1, 1988 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against Defendant, David A. Sachs, in the principal sum of \$33,026.27, plus interest at the rate of 8.5 percent per annum from April 1, 1988 until judgment, plus interest thereafter at the current legal rate of 8.19 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, Mike Horton and County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that 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.

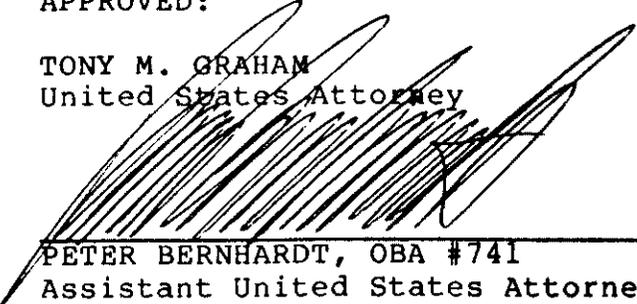
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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



PETER BERNHARDT, OBA #741
Assistant United States Attorney



J. DENNIS SEMLER, OBA #8076
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

Judgment of Foreclosure
Civil Action No. 89-C-224-B

FILED

OCT 6 1989

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

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

IN RE:)	
ROGER LEE DAVIS and	)	Case No. 89-00928-W
RENEE JANET DAVIS	)	Chapter 13
	)	District Court #89-C-580 B
Debtors & Appellants.)	

ORDER WITHDRAWING APPLICATION FOR LEAVE TO APPEAL

NOW on this the 6th day of ~~September~~ *October*, 1989, the above-captioned case comes on before the undersigned Judge upon the Appellants' Application for an Order withdrawing their previously filed Application for Leave to Appeal as being moot.

The Court, after examining said Application finds that the same should be granted.

IT IS THEREFORE ORDERED by the Court that the Debtors' Application for Leave to Appeal under 28 U.S.C. 158(a) filed herein on July 13, 1989, be and the same is hereby withdrawn as moot.

Date Signed: October 6, 1989

THOMAS R. BRETT
~~MICKEY D. WILSON~~
~~JUDGE OF THE BANKRUPTCY COURT~~
Judge Brett

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

FILED

OCT 6 1989

IN RE:)		
DANNY L. STEFANOFF,	)	Bky. No. 88-00700-C	Jack C. Silver, Clerk
	)	Chapter 7	U.S. DISTRICT COURT
Debtor.)		
WILLIAM S. FRISBIE, JR.,	)	Adv. Pro. No. 88-0187-C	
)		
Plaintiff/Appellant,)		
)		
v.	)	89-C-79-B	
)		
DANNY L. STEFANOFF,)		
)		
Defendant/Appellee.)		

ORDER

Now before the Court is the appeal of William S. Frisbie, Jr. ("Frisbie") from the Judge's Ruling Granting Defendant's Motion for Summary Judgment made from the bench on 11/21/88 and the Order Denying Plaintiff's Motion to Reconsider ("the Order") of the United States Bankruptcy Court for the Northern District of Oklahoma entered on 1/19/89.

On 9/3/80 Frisbie formed a limited partnership, called "Seventy-First Street, Ltd.", with Danny L. Stefanoff ("Stefanoff") and two others, Thomas Herrmann and Richard Riddle, in which Frisbie owned a 10% interest. The partnership was for the purpose of acquiring, owning, maintaining, operating, leasing, mortgaging, and marketing real estate. This was followed on 2/3/83 by the formation of two additional limited partnerships, also for the purpose of managing real estate, Seventy-First Street No. 2, Ltd. and Seventy-First Street No. 3, Ltd. Frisbie had a 10% interest in the two new partnerships.

On 9/14/84 the men entered into an agreement in which Frisbie agreed to sell his interest in all three partnerships to Stefanoff, Herrmann, and Riddle. Frisbie had the partnerships' financial records checked by his own accountant, Vernon E. Lee ("Lee"). Lee determined that the value of Frisbie's share of the business was \$165,000.00.

Frisbie agreed to accept \$80,000.00 for his share of the partnerships, payable \$20,000.00 upon execution of a settlement agreement, with the balance of \$60,000.00 to be paid within 90 days of the execution. Section 2.9 of the Settlement Agreement, which the parties signed, provided that the parties were not to be released from claims arising out of willful or fraudulent misrepresentations or omissions by the partners. The \$20,000.00 was paid, but before the remaining \$60,000.00 was paid, Lee, upon further review of the partnerships' records, determined that the actual value of Frisbie's interest was \$200,000.00. When the \$60,000.00 was tendered, Frisbie refused to accept payment, claiming fraud in the inducement of the agreement and a breach of fiduciary duty. Upon further review of the records, Lee then discovered a \$45,000.00 error in his second estimate, which actually made Frisbie's share of the business only \$155,000.00.

Subsequently on 3/18/88 Stefanoff sought to have his debt discharged under Chapter 7 Bankruptcy. Frisbie commenced this action against Stefanoff on 7/19/88 to determine the dischargeability of the debt owed to him. Frisbie sought to

prevent the discharge of the debt by relying on 11 U.S.C. § 523(a)(2)(A), which provides in part that:

[a] discharge under section 727, 1141, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt -- ... for money, property, services or an extension, renewal, or refinancing of credit, to the extent obtained by false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's or an insider's financial condition....

The defendant filed a Motion for Summary Judgment to which plaintiff responded, making no request to continue discovery for summary judgment purposes. On 11/21/88 Stefanoff was granted summary judgment by the Bankruptcy Court for the Northern District of Oklahoma, which found that Frisbie entered into the agreement believing his share was worth \$165,000.00, when it was actually worth \$155,000.00, so he suffered no damages. Frisbie filed a Motion to Reconsider, alleging a need for further discovery because the Judgment was based on an incomplete record. This motion was denied on 1/19/89. Frisbie appeals these rulings.

Bankruptcy Rule 8013 sets forth a "clearly erroneous" standard for appellate review of bankruptcy rulings with respect to findings of fact. In re: Morrissey, 717 F.2d 100, 104 (3rd Cir. 1983). However, this "clearly erroneous" standard does not apply to review of mixed questions of law and fact, which is subject to de novo standard of review. In re: Ruti-Sweetwater, Inc., 836 F.2d 1263, 1266 (10th Cir. 1988); In re: Mullett, 817 F.2d 677, 679 (10th Cir. 1987). The question here is solely a question of fact, so the "clearly erroneous" standard of review applies.

The issue on review is whether the Bankruptcy Court, in its order granting summary judgment and its subsequent denial of Frisbie's Motion to Reconsider, clearly erred in determining that there was no proof of damages resulting from fraud or breach of fiduciary duty under 11 U.S.C. § 523(a)(2)(A) when the agreement was entered into by Frisbie and the other parties.

The Supreme Court addressed the issue of the movant's burden in a summary judgment motion in Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986), and the applicable standard of proof in Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). The Celotex Court held that the "plain language of Rule 56(c) [Fed.R.Civ.P.] mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." Celotex, at 2553. According to Celotex, if there is a complete failure of proof concerning an essential element of the non-movant's case, there can be no genuine issue of material fact because all other facts are necessarily rendered immaterial. Id.

Under 11 U.S.C. § 523(a)(2)(A), a creditor must prove the following elements by clear and convincing evidence to establish that a debt is not dischargeable based on fraud: 1) the debtor made representations; 2) at the time the representations were made the debtor knew they were false or recklessly disregarded their

truth or falsity; 3) the representations were made with the intent and purpose of deceiving the creditor; 4) the creditor reasonably relied on the representations; and 5) the creditor sustained damages as a result. In re: Pochel, 64 B.R. 82, 84 (C.D.Ill. 1986); In re: Hunter, 780 F.2d 1577, 1579 (11th Cir. 1986).

Upon review of the record of the advisory hearing held before the Magistrate, it appears to the Court that both sides tried to introduce evidence not in the record before the Bankruptcy Court when it ruled in this matter. That evidence pertains to the state court action brought concerning the validity of the Settlement Agreement and whether or not it was breached by any of the parties. The Court also finds no merit to Frisbee's argument that further discovery is necessary and that the Court ruled on an incomplete record. That argument was not presented until the filing of the Motion to Reconsider. Any request for additional time for discovery should have been made at the pretrial conference, in the response to the Motion for Summary Judgment, or at the hearing on the motion.

Having reviewed the evidence before the Bankruptcy Court at the time it made the rulings being appealed, the Court finds that the Bankruptcy Court did not err in ruling that Frisbie did not present clear and convincing evidence of any damages he sustained from alleged fraud or misrepresentations. He relied on the valuation of his own accountant, Mr. Lee, as to the value of the properties which he sold. In his depositions, Lee testified that he could identify "every penny in and every penny out" of the three

partnerships in making his valuation. (Depo. of Lee dated 8/13/86, p. 62). He said he had the benefit of all the data he needed to make his valuation. (Depo. of Lee dated 8/13/83, pp. 95-96).

It is therefore Ordered that the Bankruptcy Court's decisions in this matter be and hereby are affirmed.

Dated this 17th day of October, 1989.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

9-5-89 dt

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 FOUR THOUSAND NINE HUNDRED)
 DOLLARS (\$4,900.00) IN)
 UNITED STATES CURRENCY,)
)
 Defendant.)

10-5-89
Civil Action No. 89-C-573-E ✓

AMENDED AGREED JUDGMENT OF FORFEITURE

IT NOW APPEARS that the forfeiture proceeding herein has been fully compromised and settled. Such settlement more fully appears by the written Stipulation For Compromise entered into by and between Donald Evans and the United States of America on July 10th, 1989, and filed herein, to which Stipulation for Compromise reference is hereby made and is incorporated herein.

It further appearing that no other claims to said property have been filed since such property has been seized and that no other person has any right, title, or interest in the defendant property.

It further appearing that the Agreed Judgment of Forfeiture inadvertently showed that \$1,350.00 is condemned as forfeited, rather than \$1,340.00.

Now, therefore, on motion of Catherine J. Depew, Assistant United State Attorney, and with the consent of

H

Donald Evans, it is

ORDERED that the claim of Donald Evans in the administrative proceeding be, and the same hereby is, dismissed with prejudice, and it is

FURTHER ORDERED AND DECREED that \$1,340.00 in United States Currency be, and hereby is, condemned as forfeited to the United States of America and shall remain in the custody of the United States Marshal for disposition according to law, and that \$3,560.00 shall be returned to the Claimant, Donald Evans, by the United States Marshal.


UNITED STATES DISTRICT JUDGE

CJD/cj

Entered

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

OCT -5 1988

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

McCORMICK AND COMPANY, INC.,	}
	}
Plaintiff,	}
	}
vs.	}
	}
KENNETH COOPER AND	}
KENNETH TODD AND THE	}
BOARD OF COUNTY COMMISSIONERS	}
OF TULSA COUNTY, OKLAHOMA,	}
	}
Defendants.	}

No. 88-C-1632-C

ORDER

The Court has before it the cross motions for summary judgment filed by plaintiff McCormick and Company, Inc. (McCormick) and defendant Board of County Commissioners of Tulsa County, Oklahoma (County Commissioners); and the motion of plaintiff McCormick for the Court to reconsider its Order dated June 27, 1989 denying plaintiff partial summary judgment on its claim for conversion.

The undisputed facts in this case are as follows:

1. On October 30, 1985, the defendant Kenneth Cooper filed a lawsuit in Tulsa County District Court against the plaintiff, McCormick.

2. In that action, Cooper alleged that his employer, McCormick, wrongfully allowed his wages to be subject to garnishment in the sum of \$653.76.

3. Before McCormick was served notice of the action or advised otherwise, McCormick sent to Cooper a check for \$653.76 to reimburse him for the money it had improperly withheld.

4. On November 5, 1985, Cooper cashed the check.

5. Notwithstanding the fact that Cooper had been reimbursed, Cooper took a default judgment against McCormick on November 27, 1985, in the sum of \$400,497.82.

6. Cooper was represented in the state court action by his attorney, defendant Kenneth Todd.

7. Neither Cooper nor Todd advised the Court that Cooper had been paid the \$653.76 and had cashed the check.

8. McCormick did not receive notice of the default judgment until December 4, 1987.

9. December 10, 1987 Cooper and Todd had a garnishment summons issued to a customer of McCormick, Affiliated Food Stores, Inc. Affiliated responded to the summons and deposited a check in the amount of \$18,327.13 with the Court Clerk. This sum represented an indebtedness owed by Affiliated to McCormick.

10. At the request of Todd, on December 18, 1987, the Court Clerk issued a check to Todd and Cooper in the amount of \$18,143.86 representing the moneys paid into Court by Affiliated, less poundage.

11. December 18, 1987, McCormick filed a motion to vacate the default judgment.

12. December 21, 1987, Todd cashed the check and divided the money with Cooper. On this same date, McCormick filed a motion to stay execution and set a supersedeas bond.

13. January 7, 1988, Judge Robert Caldwell, Tulsa County District Court, entered an order staying execution on the default judgment, consolidating the principal suit and the suit in which the Petition to Vacate Default Judgment was pending, and setting a supersedeas bond.

14. January 22, 1988, Todd filed a release of garnishment with the Court Clerk.

15. April 28, 1988, Judge Caldwell held the default judgment obtained by Todd and Cooper void ab initio.

16. May 27, 1988, "Todd" filed a Petition in Error and Preliminary Statement.

17. June 1, 1988, "Todd" filed a Certificate of Appeal to the Oklahoma Supreme Court.

18. December 20, 1988, McCormick filed this action in federal court, asserting diversity jurisdiction, naming as defendants Todd, Cooper and the County Commissioner.

19. After the default judgment was vacated by Judge Caldwell, McCormick made demand on Todd and Cooper for the \$18,327.13 which McCormick contends was wrongfully obtained. Todd and Cooper have retained possession of the money and have refused to relinquish it to McCormick.

In the action before this Court, McCormick alleges that Todd and Cooper are liable for fraud perpetrated on it and the state

court. McCormick alleges Todd and Cooper acted fraudulently in obtaining the default judgment and the \$18,143.86.

McCormick alleges the County Commissioners are liable for the Court Clerk's failure to follow Rule 39(2) of the District Court's Local Rules.

Rule 39(2) provides:

In cases in which the garnishee has paid funds into the court, the Court Clerk, after fourteen (14) days check clearance time, shall disburse the funds to the garnishing party or to its attorney without order of the Court. In all other cases, an order of the Court shall be required prior to disbursement by the Court Clerk.

Local Rule 39(2) of the Court Rules for the Fourteenth Judicial District, State of Oklahoma.

McCormick seeks damages in the sum of \$18,143.86 from the County Commissioners representing the amount disbursed by the Court Clerk in violation of the state court's local rules.

In its motion, the County Commissioners request judgment in their favor by asserting that under the undisputed facts they are exempt from liability under 51 O.S. §152.1(B), the Oklahoma Political Subdivision Tort Claims Act. Under this section, state officials and employees are exempt from tort liability for acts which are committed within the scope of their employment.

McCormick contends that the Commissioners are not exempt from liability because they failed to properly perform a ministerial act rather than a discretionary act.

The Court has reviewed the parties' briefs, arguments and cited authority. After careful consideration, this Court concludes that the County Commissioners' motion should be granted.

Plaintiff has filed this action against the County Commissioners under diversity jurisdiction. Plaintiff has failed to allege any tortious conduct which is in violation of a federal law or the United States Constitution. If plaintiff contends the county officials are liable for committing a wrong against the state, there is no showing that plaintiff has complied with the procedural requirement under the Oklahoma Political Subdivision Tort Claims Act. See Day v. Memorial Hospital of Guymon, 844 F.2d 728 (10th Cir. 1988).

Further, although plaintiff has shown conduct which is in contravention of the express language contained within a local rule, there is no showing that the conduct violated any state statute. See 12 O.S. §1172.2 (1986) (which permits the Clerk to pay garnishment funds within twenty-one days).

Although this Court is doubtful whether plaintiff has stated any violation cognizable under law against the County Commissioners,¹ it is clear to this Court that federal jurisdiction has not been properly invoked.

The Court further denies plaintiff's motion for the Court to reconsider its Order dated June 27, 1989. This Court is advised that Todd and Cooper have appealed Judge Caldwell's Order Vacating the Default Judgment. If Todd and Cooper are successful in their state appeal, it may affect McCormick's claim for conversion before this Court. Under the circumstances presented, the Court hereby stays this action pending final determination of the state court's

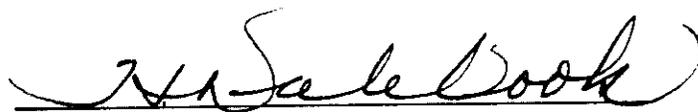
¹*Under the Local Rules for the Northern District of Oklahoma, the Court has the inherent authority to waive any local rule. There is no indication from the pleadings whether the District Court of Tulsa County has expressly reserved that right as to its local rules.*

proceedings. Parties to file a joint status report within 90 days of the date of this Order.

Accordingly, it is the Order of the Court that the motion for summary judgment brought by defendant Board of County Commissioners of Tulsa County, Oklahoma is hereby granted. The cross motion for summary judgment by plaintiff McCormick and Company, Inc. is hereby denied.

It is the further Order of the Court that all other motions and proceedings before this Court are stayed pending final determination in the related state court proceedings. Parties to file a joint status report with this Court in 90 days.

IT IS SO ORDERED this 3 day of October, 1989.


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

Winford E. Tallent, a/k/a Winford Esmond Tallent, for the principal amount of \$20,443.69, plus accrued interest of \$1,444.69 as of February 28, 1989, plus interest thereafter at the rate of 4 percent per annum until judgment, plus interest thereafter at the current legal rate of 8.19 percent per annum until paid, plus costs of this action.

JAMES O. BLOOM

UNITED STATES DISTRICT JUDGE

cen

entered

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

FILED

OCT -5 1989

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

UNITED ENTERTAINMENT, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 MEINHARD-COMMERCIAL WESTERN,)
 INC., a corporation,)
)
 Defendant.)

No. 88-C-502-C

(Consolidated With)

THE CIT GROUP/FACTORING)
 MEINHARD-COMMERCIAL WESTERN,)
 INC.,)
)
 Plaintiff,)
)
 vs.)
)
 BILL BLAIR,)
)
 Defendant.)

No. 88-C-1655-E *Ⓢ*

ORDER

Now before the Court for its consideration is the motion of the CIT Group/Factoring Meinhard-Commercial Western, Inc. (CIT) for summary judgment. In the initial action (88-C-502-C), United Entertainment, Inc. (United) brought claims against CIT for breach of contract. CIT responded by denying United's allegations and asserting counterclaims. CIT now seeks judgment both as to United's claims against it and as to its counterclaims. CIT filed a separate action (88-C-1655-E) against Bill Blair (Blair) which

89

has been consolidated with the initial action. CIT also seeks judgment as to that claim.

A. United's Claims

On December 30, 1986, United and CIT entered into a factoring agreement whereby CIT was to collect accounts receivable of United, charge a 1% collection fee and send United monthly reports and remittances. The parties also entered into an agreement whereby CIT was to advance certain funds to United. Plaintiff alleges that, through course of performance, the advance rate was 60% of all accounts receivable, without limitation. Plaintiff alleged the following breaches:

- a. On or about June 7, 1987, CIT placed a "cap" on the advance amount of \$750,000.00.
- b. CIT has failed and neglected to provide United with proper "monthly reports" or an accounting of activity.
- c. CIT has failed and neglected to timely fund advances.
- d. CIT has failed and neglected to collect the Accounts Receivable in a timely fashion.
- e. On or about April 11, 1988, CIT provided United with a notice of termination of the agreement, providing a "60 day notice", when the contract provides a 90 day notice requirement.

The agreement between the parties specifically provides for waiver of trial by jury and that the agreement will be construed according to California law. Each alleged breach will be addressed in turn.

The factoring agreement provides in part as follows:

1. We, [i.e., CIT] in our sole discretion, shall make advances to you from time to time at your request in amounts up to the Net Proceeds (as defined in the Agreement) of such of your Accounts as are acceptable to us. Any portion of the Net Proceeds of accounts which has not been so advanced to you shall be made available to you as provided in the Agreement after payments by customers are received by us.

(brackets by Court).

CIT contends that this language clearly indicates that it was under no obligation to advance funds to United. Any advance was in CIT's "sole discretion" and the final sentence indicates that not all funds need be advanced. Plaintiff responds that the Court should consider extrinsic evidence such as course of performance, and that the parol evidence rule is inapplicable because there was no "integrated writing" (i.e., one intended by the parties to be final.)

The relevant provision of California law provides:

- (a) Terms set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.
- (b) The terms set forth in a writing described in subdivision (a) may be explained or supplemented by evidence of consistent additional terms unless the writing is intended also as a complete and exclusive statement of the terms of the agreement.

Cal. Civil Procedure Code §1856 (West 1985).

The parol evidence rule operates to bar extrinsic evidence which contradicts the terms of a written contract. Riley v. Bear Creek Planning Comm., 551 P.2d 1213, 1219 (Cal. 1976). Plaintiff, however, argues that it wishes to introduce extrinsic evidence as to integration. The applicable principles under California law are as follows:

"The crucial issue in determining whether there has been an integration is whether the parties intended their writings to serve as the exclusive embodiment of their agreement." To make this determination the court considers:

the language and completeness of the written agreement and whether it contains an integration clause, the terms of the alleged [oral] agreement and whether they contradict those in the writing, whether the [oral] agreement might naturally be made as a separate agreement, and whether the jury might be misled by the introduction of the parol testimony. A court also considers the circumstances surrounding the transaction and its subject matter, nature and object.

A. Kemp Fisheries, Inc. v. Castle & Cooke, Inc., 852 F.2d 493, 495 (9th Cir. 1988) (citations omitted).¹

The written agreement under review does not contain an integration clause. However, any alleged oral agreement taking away CIT's discretion in funding advances directly contradicts the terms of the writing. Such an agreement would not naturally be made as a separate agreement because the issue is addressed by written terms. This is not an instance where extrinsic evidence indicates a prior agreement to have the written contract silent as to a particular issue, as in Royal Industries v. St.Regis Paper Co., 420 F.2d 449 (9th Cir. 1969). The Court concludes that the writing in question is fully integrated, and that the parol evidence rule applies. United's other arguments, that the writing is ambiguous and that the parol evidence rule is inapplicable because of absurdity, are without merit.

Actually, the evidence presented by plaintiff at some points is that a subsequent agreement, as well the course of performance, altered the terms of the contract. (Affidavit of Bill F. Blair, §§14, 15, 18). The parol evidence rule does not bar evidence of a subsequent agreement; however, it is undisputed in this case that

¹The Kemp Fisheries court deleted the word "oral" from its quotation. This Court has restored it.

the written agreement between the parties provided that the agreement could only be modified in writing. Thus, this argument fails. CIT is entitled to judgment as to the first alleged breach.

The second alleged breach is that CIT failed to provide United with proper monthly reports. The factoring agreement provided:

We [i.e., CIT] will render an extract of your account as of the last business day of each month. Our monthly accounting will be deemed approved and accepted by you unless we receive, within thirty (30) days after the account is rendered, a written statement of your exceptions.

United has admitted that CIT rendered the required monthly report throughout the relevant period, and that United never sent CIT a written statement of exceptions. No material facts being in dispute, CIT is entitled to judgment on this issue.

Third, United alleges that CIT failed to timely fund advances. Again, the agreement places this matter solely within CIT's discretion. No breach occurred.

Fourth, United alleges that CIT failed to collect the accounts receivable in a timely fashion. United asserts that "material issues of fact remain," but fails to identify them. The Court finds no evidence to indicate that the accounts were not collected in a timely fashion.

Finally, United alleges that CIT did not comply with the 90-day notice requirement of the contract. The evidence indicates that the initial 60-day notice of termination was amended to give United 90 days' notice. The contract was not terminated until 90 days after the initial notice. This provision was complied with, and no breach occurred.

B. CIT's Counterclaims

CIT has filed counterclaims against United for (1) advances not repaid and (2) conversion. United has not contested CIT's assertion that as of June 30, 1989, there was due and owing \$201,063.85 in principal and interest. Accordingly, judgment will be so entered. CIT's claim for conversion is based on the undisputed fact that United cashed certain checks which were to be turned over to CIT promptly with proper endorsement. Thus, United has essentially admitted conversion. See Wiley v. Safeway Stores, Inc., 400 F.Supp. 653, 655-56 (N.D.Okla. 1975). Punitive damages are recoverable for conversion under certain facts. See Davidson v. First Bank and Trust Co., 609 P.2d 1259, 1261 (Okla. 1977). There is insufficient evidence to make that determination. Accordingly, the Court will enter judgment that United is liable for conversion, leaving the amount for the trial.

C. CIT's Claims Against Blair

CIT brings claims against Blair for conversion and on his guaranty. No defense has been offered as to the guaranty. Accordingly, judgment should be entered in CIT's favor. As for conversion, Blair asserts that he was entitled to the funds because CIT had breached the agreement. The fact that the owner of property may be indebted to the wrongdoer is not a defense to conversion. See Sisler v. Smith, 267 P.2d 1081 (Okla. 1953). Accordingly, the Court grants judgment in CIT's favor as to liability for conversion.

In view of the posture of this case, the Court will not enter final Judgment until all issues are resolved.

It is the Order of the Court that the motion of defendant CIT Group/Factoring Meinhard-Commercial Western, Inc. for summary judgment is hereby granted in all respects, except that the issue of damages for conversion is hereby reserved.

IT IS SO ORDERED this 30th day of September, 1989.



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

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

OCT -5 1989

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

MCCORMICK AND COMPANY, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 KENNETH COOPER AND)
 KENNETH TODD AND THE)
 BOARD OF COUNTY COMMISSIONERS)
 OF TULSA COUNTY, OKLAHOMA,)
)
 Defendants.)

No. 88-C-1632-C

JUDGMENT

This matter came before the Court for consideration of the cross motions for summary judgment by plaintiff McCormick and Company, Inc. and defendant Board of County Commissioners. The issues having been duly considered and a decision having been rendered in accordance with the Order filed contemporaneously herewith,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is entered for defendant Board of County Commissioners of Tulsa County, Oklahoma, and against plaintiff McCormick and Company, Inc.

IT IS SO ORDERED this 3 day of October, 1989.


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

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

FILED

OCT 5 1989

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

LUC J. VAN RAMPENBERG,

Plaintiff

v.

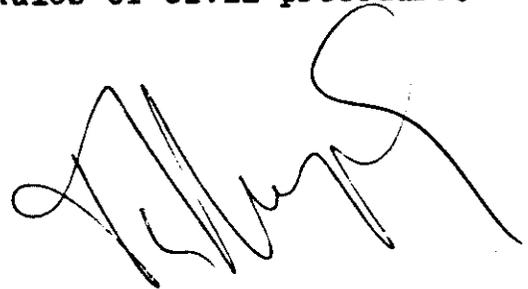
U.S.A., et al.,

Defendant.

Complaint no: 89-C-739-B/

NOTICE OF DISMISSAL.

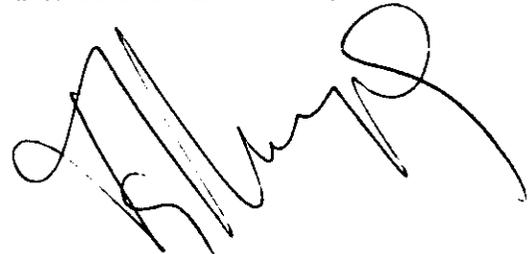
Plaintiff, Luc J. VanRampelberg, pro-se, hereby dismisses this case pursuant rule 41(a) of the Federal Rules of civil procedure.



Luc J. VanRampelberg

Certificate of service.

The undersigned hereby certifies that a true and correct copy of this dismissal was mailed postage prepaid this 5th day of October 1989, to: U.S. Attorney for the ND of Ok 333 west 4th Street Tulsa Ok 74103



Luc J. VanRampelberg

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 THE UNKNOWN HEIRS, EXECUTORS,)
 ADMINISTRATORS, DEVISEES,)
 TRUSTEES, SUCCESSORS AND ASSIGNS)
 OF G. LOUISE GOODNIGHT a/k/a)
 GENEVIEVE LOUISE GOODNIGHT,)
 Deceased; DENNISON W. SASS;)
 LOIS K. SASS; DOROTHY HANNA;)
 JOHNSON FUNERAL HOME; STOKENBERRY)
 MOTORS, INC.; PAWHUSKA NURSING)
 HOME; STATE OF OKLAHOMA ex rel.)
 OKLAHOMA TAX COMMISSION; COUNTY)
 TREASURER, Osage County, Oklahoma;)
 and BOARD OF COUNTY COMMISSIONERS,)
 Osage County, Oklahoma,)
)
 Defendants.) CIVIL ACTION NO. 88-C-1413-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 4 day
of Oct, 1989. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Peter Bernhardt, Assistant United States
Attorney; the Defendants, County Treasurer, Osage County,
Oklahoma, and Board of County Commissioners, Osage County,
Oklahoma, appear by John S. Boggs, Jr., Assistant District
Attorney, Osage County, Oklahoma; the Defendants, Dennison W.
Sass and Lois K. Sass, appear not, having previously filed their
Disclaimer; the Defendant, Pawhuska Nursing Home, appears not,
having previously filed its Disclaimer; the Defendant, State of
Oklahoma ex rel. Oklahoma Tax Commission, appears not, having

previously filed its Disclaimer; and the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased; Dorothy Hanna; Johnson Funeral Home; and Stokenberry Motors, Inc., appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendant, Dennison W. Sass, acknowledged receipt of Summons and Complaint on or about October 24, 1988 and was mailed a copy of the Order for Service By Publication as set forth in the Certificate of Publication and Mailing; that the Defendant, Lois K. Sass, acknowledged receipt of Summons and Complaint on or about October 24, 1988; that the Defendant, Dorothy Hanna, acknowledged receipt of Summons and Complaint on October 19, 1988 and was mailed a copy of the Order for Service By Publication as set forth in the Certificate of Publication and Mailing; that the Defendant, Johnson Funeral Home, was served with Summons and Complaint on January 5, 1989; that the Defendant, Stokenberry Motors, Inc., acknowledged receipt of Summons and Complaint on November 1, 1988; that the Defendant, Pawhuska Nursing Home, acknowledged receipt of Summons and Complaint on October 20, 1988; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, acknowledged receipt of Summons and Complaint on October 14, 1988; that Defendant, County Treasurer, Osage County, Oklahoma, acknowledged receipt of Summons and Complaint on October 14, 1988; and that Defendant, Board of County Commissioners, Osage County, Oklahoma, acknowledged receipt of Summons and Complaint on October 14, 1988.

It appears that the Defendants, County Treasurer, Osage County, Oklahoma, and Board of County Commissioners, Osage County, Oklahoma, filed their Answer on October 20, 1988; that the Defendants, Dennison W. Sass and Lois K. Sass, filed their Disclaimer on October 31, 1988; that the Defendant, Pawhuska Nursing Home, filed its Disclaimer on October 24, 1988; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, filed its Disclaimer on December 8, 1988; and that the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased; Dorothy Hanna; Johnson Funeral Home; and Stokenberry Motors, Inc., have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased, were served by publishing notice of this action in the Pawhuska Journal-Capital, a newspaper of general circulation in Osage County, Oklahoma, once a week for six (6) consecutive weeks beginning May 13, 1989, and continuing to June 17, 1989, as more fully appears from the verified proof of publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c) and 84 O.S. § 260. Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendants, The Unknown Heirs, Executors, Administrators,

Devises, Trustees, Successors and Assigns of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased, and service cannot be made upon said Defendants within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendants without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known addresses of the Defendants, The Unknown Heirs, Executors, Administrators, Devises, Trustees, Successors and Assigns of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Secretary of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, fully exercised due diligence in ascertaining the true name and identity of the parties served by publication with respect to their present or last known places of residence and/or mailing addresses. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as to the subject matter and the Defendants served by publication.

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

Lot 4, Block 1, May Addition to Osage County, Oklahoma.

Subject however, to all valid outstanding easements, right-of-way, mineral leases, mineral reservations and mineral conveyances of record.

The Court further finds that this a suit brought for the further purpose of judicially determining the death of G. Louise Goodnight a/k/a Genevieve Louise Goodnight and of judicially determining the heirs of G. Louise Goodnight a/k/a Genevieve Louise Goodnight.

The Court further finds that G. Louise Goodnight a/k/a Genevieve Louise Goodnight (hereinafter referred to by either of these names) became the record owner of the real property involved in this action, by virtue of that certain General Warranty Deed dated March 24, 1982, which was filed in the records of the County Clerk of Osage County, Oklahoma, on March 24, 1982, in Book 613, Page 552.

The Court further finds that G. Louise Goodnight died testate on November 17, 1984. Upon the death of G. Louise Goodnight the subject property vested in Dennison Sass, as named beneficiary under G. Louise Goodnight's Last Will and Testament as shown on the Decree Approving Final Account, Determining Heirship and Distributing the Assets of the Estate, Case No. P-84-148, filed October 3, 1985 in the District Court of Osage

County, State of Oklahoma. However, the will probate of G. Lousie Goodnight is jurisdictionally defective since no publication was given for the probate of the will involving unknown heirs, legatees or devisees and since the Order Admitting Will to Probate does not contain a listing that the named heirs, legatees and devisees are all of the heirs at law, legatees or devisees. The Certificate of Death No. 25543 was issued by the Oklahoma State Department of Health certifying Genevieve Louise Goodnight's death.

The Court further finds that on March 24, 1982, G. Louise Goodnight executed and delivered to the United States of America, acting through the Farmers Home Administration, her promissory note in the amount of \$36,000.00, payable in monthly installments, with interest thereon at the rate of 13.25 percent per annum.

The Court further finds that as security for the payment of the above-described note, G. Louise Goodnight executed and delivered to the United States of America, acting through the Farmers Home Administration, a mortgage dated March 24, 1982, covering the above-described property. Said mortgage was recorded on March 24, 1982, in Book 613, Page 553, in the records of Osage County, Oklahoma.

The Court further finds that on January 10, 1982, G. Louise Goodnight executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was to be reduced.

The Court further finds that on March 24, 1982, G. Louise Goodnight executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that G. Louise Goodnight a/k/a Genevieve Louise Goodnight, now deceased, and/or Dennison W. Sass made default under the terms of the aforesaid note, mortgage, and interest credit agreements by reason of their failure to make the monthly installments due thereon, and that by reason thereof Plaintiff alleges that there is now due and owing under the note and mortgage, after full credit for all payments made, the principal sum of \$35,610.78, plus accrued interest in the amount of \$15,885.15 as of May 20, 1988, plus interest accruing thereafter at the rate of 13.25 percent per annum or \$12.9272 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the further sum due and owing under the interest credit agreements of \$11,349.59, plus interest on that sum at the legal rate from judgment until paid, and the costs of this action accrued and accruing.

The Court further finds that Plaintiff is entitled to a judicial determination of the death of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, and to a judicial determination of the heirs of G. Louise Goodnight a/k/a Genevieve Louise Goodnight.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Osage County,

Oklahoma, have a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$350.90, plus penalties and interest, for the year 1987. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that Defendants, Dennison W. Sass, Lois K. Sass, Pawhuska Nursing Home, and State of Oklahoma ex rel. Oklahoma Tax Commission, disclaim any right, title, and interest in the subject real property.

The Court further finds that the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased; Dorothy Hanna; Johnson Funeral Home; and Stokenberry Motors, Inc., are in default and have no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem in the principal sum of \$35,610.78, plus accrued interest in the amount of \$15,885.15 as of May 20, 1988, plus interest accruing thereafter at the rate of 13.25 percent per annum or \$12.9272 per day until judgment, plus interest thereafter at the current legal rate of 8.19 percent per annum until fully paid, and the further sum due and owing under the interest credit agreements of \$11,349.59, plus interest on that sum at the current legal rate of 8.19 percent per annum from judgment 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 death of G. Louise Goodnight a/k/a Genevieve Louise Goodnight be and the same is hereby judicially determined to have occurred on November 17, 1984, in the City of Dewey, County of Washington, State of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the only known heirs of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased, are Dennison W. Sass and Dorothy Hanna and that despite the exercise of due diligence by Plaintiff and its counsel no other known heirs of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased, have been discovered and it is hereby judicially determined that Dennison W. Sass and Dorothy Hanna are the only known heirs of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased, and that G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased, has no other known heirs, executors, administrators, devisees, trustees, successors and assigns; and the Court approves the Certificate of Publication and Mailing filed by Plaintiff regarding said heirs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, have and recover judgment in the amount of \$350.90, plus penalties and interest, for ad valorem taxes for the year 1987, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, The Unknown Heirs, Executors, Administrators,

Devises, Trustees, Successors and Assigns of G. Louise Goodnight a/k/a Genevieve Louise Goodnight, Deceased; Dennison W. Sass; Lois K. Sass; Dorothy Hanna; Johnson Funeral Home; Stokenberry Motors, Inc.; Pawhuska Nursing Home; and State of Oklahoma ex rel. Oklahoma Tax Commission, 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 appraisal the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment of Defendants, County Treasurer and Board of County Commissioners, Osage County, Oklahoma, in the amount of \$350.90, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

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

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

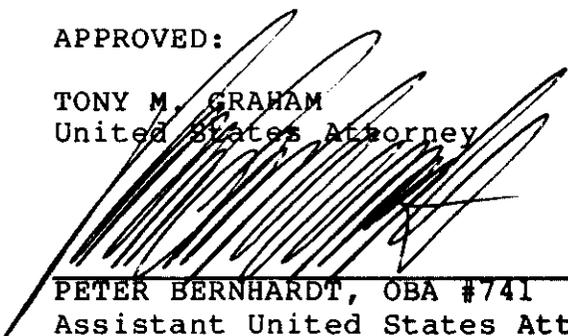
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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

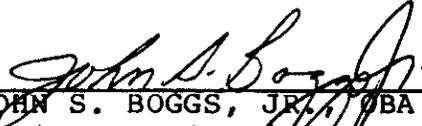
BY JAMES O. ELISON

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


PETER BERNHARDT, OBA #741
Assistant United States Attorney


JOHN S. BOGGS, JR., OBA # 920
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Osage County, Oklahoma

Judgment of Foreclosure
Civil Action No. 88-C-1413-E

24
UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

OCT 5 1989

SOONER FEDERAL SAVINGS &)
LOAN ASSOCIATION,)
)
Plaintiff,)
)
vs.)
)
SOFTWARE SERVICES OF AMERICA,)
INC.,)
)
Defendant.)

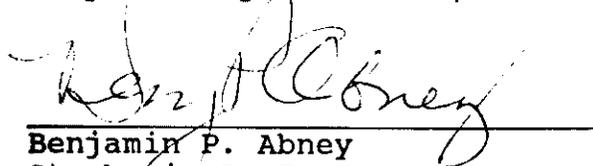
Jack C. Silver, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 88-C-1071-E

STIPULATION OF DISMISSAL WITH
PREJUDICE PURSUANT TO FED.R.CIV.P. 41(a)(1)

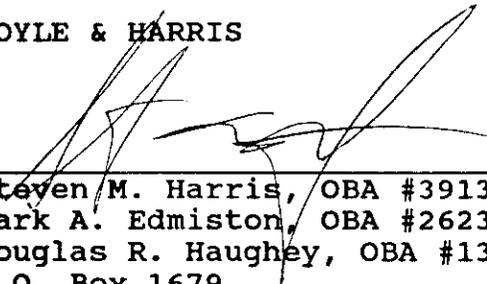
COMES NOW the plaintiff, Sooner Federal Savings and Loan Association, and the defendant, Software Services of America, Inc., who have all appeared in the above-styled action, and hereby stipulate pursuant to Fed.R.Civ.P. 41(a)(1) to dismiss the above captioned action with prejudice.

Respectfully submitted,



Benjamin P. Abney
Stephanie L. Jones
Chappel, Riggs, Abney, Neal
& Turpen
502 West Sixth Street
Tulsa, OK 74119-1010
(918) 587-3161
Attorneys for Plaintiff

DOYLE & HARRIS



Steven M. Harris, OBA #3913
Mark A. Edmiston, OBA #2623
Douglas R. Haughey, OBA #13290
P.O. Box 1679
Tulsa, OK 74101
(918) 743-1276
Attorneys for Defendant

455-1-19/ras

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

THRIFTY RENT-A-CAR SYSTEM, INC.,)
a corporation,)
)
Plaintiff,)
v.) Case No. 89-C-215 E
)
STEVEN GARRIGUS and NORFOLK)
COUNTY AUTO RENTALS, INC.,)
a corporation,)
)
Defendants.)

JOURNAL ENTRY OF JUDGMENT

Now on this 3rd day of October, 1989, this matter comes on before the undersigned District Judge. Plaintiff, Thrifty Rent-A-Car System, Inc. ("Thrifty") filed its Amended Complaint on August 4, 1989. On August 22, 1989, the Defendants, Steven Garrigus and Norfolk County Auto Rentals, Inc. (the "Defendants"), filed their Answers to the Amended Complaint herein. The parties have agreed to the entry of a judgment as hereinafter set forth.

1. The Court finds that the Court has jurisdiction over the Defendants and that the Defendants consent to the jurisdiction of this Court.

2. The Court further finds that every issue of law and fact herein is wholly between citizens of different states and the amount in controversy exceeds \$10,000, exclusive of interest and costs. The Court further finds that it has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. § 1332(a).

3. The Court further finds that venue is proper pursuant to 28 U.S.C. § 1391(a).

4. The Court further finds that Thrifty should be granted a joint and several judgment in its favor against the Defendants, Steven Garrigus and Norfolk County Auto Rentals, Inc. d/b/a Thrifty Car Rental, and each of them, in the amount of \$73,768.98 as of the date hereof, with interest thereon at the rate of 8.19 percent as provided by law, with each party to bear its own costs and fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that a joint and several judgment be and is hereby entered in favor of Thrifty against the Defendants, Steven Garrigus and Norfolk County Auto Rentals, Inc., and each of them, in the amount of \$73,768.98, with interest thereon at the rate of 8.19 percent as provided by law, with each party to bear its own costs and fees.

S/ JAMES O. ELSON

DISTRICT JUDGE

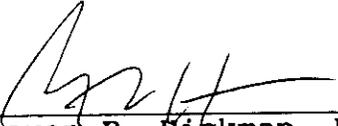
Approved:



Dana L. Rasure, OBA #07421
Randee F. Charney, OBA #13255
BAKER, HOSTER, McSPADDEN,
CLARK, RASURE & SLICKER
800 Kennedy Building
Tulsa, Oklahoma 74103
(918) 592-5555

John M. Hickey, OBA #11100
THRIFTY RENT-A-CAR SYSTEM, INC.
4608 South Garnett Road
Tulsa, Oklahoma 74153-0250
(918) 665-9319

Attorneys for Plaintiff,
Thrifty Rent-A-Car System, Inc.



Steven R. Hickman, Esq.
Frasier & Frasier
1700 Southwest Blvd., Suite 100
P. O. Box 799
Tulsa, Oklahoma 74101

Ronald W. Rice, Esq.
Paster, Rice & Castleman
24 Adams Street
Quincy, Massachusetts 02169

Attorneys for Defendants,
Steven Garrigus and Norfolk
County Auto Rentals, Inc.

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

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

GENIE WELL SERVICE,
Plaintiff

v.

UNITED STATES OF AMERICA,
Defendant

CIVIL NO. 89-C-099-C

FILED

OCT 16 1989

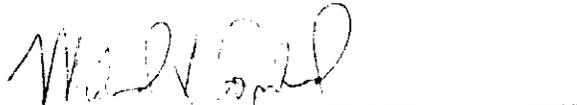
STIPULATION FOR ENTRY OF JUDGMENT

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

It is hereby stipulated and agreed that judgment may be entered in favor of the Plaintiff, Genie Well Service, a partnership and against the Defendant, United States of America, in the amount of \$1,540.20 for overpaid diesel fuel excise tax for the second quarter of 1988 and \$1,000.00 as attorney's fees and litigation costs under 26 U.S.C. Section 7430. This stipulation disposes of all issues in this case.


MICHAEL C. STOVALL, JR.
2761 East Skelly Drive
Tulsa, Oklahoma 74105

ATTORNEY FOR PLAINTIFF
GENIE WELL SERVICE


MICHAEL S. COPELAND
Attorney, Tax Division
Department of Justice
Room 5B31, 1100 Commerce St.
Dallas, Texas 75242-0599
(214) 767-0293

ATTORNEY FOR DEFENDANT
UNITED STATES OF AMERICA

ORDER

IT IS SO ORDERED, this 5TH day of October, 1989.


HON. JEFFREY SCOTT WOLFE
U.S. Magistrate

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

FEDERAL SAVINGS AND LOAN)
INSURANCE CORP., as Conservator)
of Mid-America Federal Savings)
and Loan Association by the)
Federal Deposit Insurance)
Corporation, as Manager of the)
Conservator,)

Plaintiff,)

vs.)

C-4 INCORPORATED d/b/a 3RD)
STREET SUPPLY, INC., THOMAS)
HERRMANN, JIM D. HARRIS and)
ANNA HERRMANN,)

Defendants.)

FILED

OCT 4 1989

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

Case No. 89-C-251-C ✓

ORDER OF DISMISSAL WITH PREJUDICE

NOW came on before the Court the Stipulation of Dismissal With Prejudice filed herein by the Plaintiff and Defendant, Thomas Herrmann, and the Court FINDS that a Dismissal should be granted;

It is therefore ORDERED that this action be and the same is hereby dismissed, with prejudice to the rights of Plaintiff and Defendant, Thomas Herrmann, to refile and reassert their claims raised herein at any time in the future with each of the parties bearing its own costs, including attorney's fees, incurred herein.

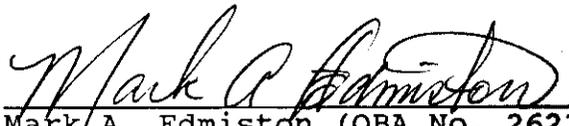
IT IS SO ORDERED AND DATED this 3rd day of October, 1989.


UNITED STATES DISTRICT JUDGE
Magistrate

APPROVED FOR ENTRY:


Robert S. Glass (OBA No. 10824)
GABLE & GOTWALS
2000 Fourth National Bank Bldg.
Tulsa, Oklahoma 74119
(918) 582-9201

Counsel for Federal Savings and
Loan Insurance Corp., as
Conservator of Mid-America
Federal Savings and Loan Association


Mark A. Edmiston (OBA No. 2623)
DOYLE & HARRIS
P.O. Box 1679
Tulsa, Oklahoma 74101
(918) 743-1276

Counsel for Thomas Herrmann

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

FILED

OCT 2 1959

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

THE CATTS COMPANY,

Plaintiff,

vs.

Case No. 89-C-694-B

RONALD J. LATIMER, d/b/a SEVEN
OAKS CENTER, INC., and LOCAL
AMERICA BANK, formerly known as
MIDAMERICA FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Defendants.

STIPULATED DISMISSAL WITHOUT PREJUDICE

The Plaintiff, The Catts Company (the "Plaintiff"), pursuant to Rule 41 of the Federal Rules of Civil Procedure, hereby moves to dismiss without prejudice, its claim against the Federal Deposit Insurance Corporation, as Manager of the Federal Savings and Loan Insurance Corporation Resolution Fund, as Receiver for MidAmerica Federal Savings and Loan Association (the "FDIC-Receiver"). It is stipulated by the Plaintiff and the FDIC-Receiver that they shall each bear their own attorneys' fees and costs.

Further, the Plaintiff states that it is not dismissing any cause of action that it possesses against Ronald J. Latimer, d/b/a as Seven Oaks Center, Inc.

CERTIFICATE OF MAILING

I, Barry K. Beasley, hereby certify that on the 4th day of October 1989, a true, correct and exact copy of the foregoing Stipulated Dismissal Without Prejudice, was mailed with postage fully prepaid thereon to the following:

Michael James King, Esq.
WINTERS, KING & ASSOCIATES, INC.
7130 South Lewis, Suite 720
Tulsa, Oklahoma 74136

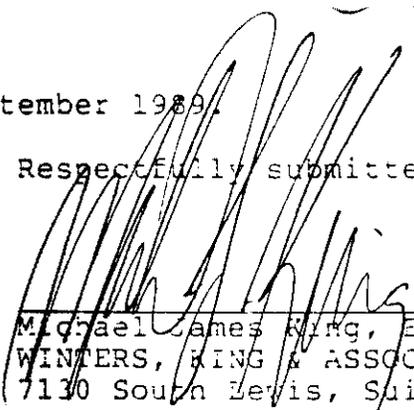
Michael J. Gibbens, Esq.
JONES, GIVENS, GOTCHER,
BOGAN & HILBORNE
3800 First National Tower
Tulsa, Oklahoma 74103

Mr. Ronald J. Latimer
d/b/a Seven Oaks Center
Route 1, Box 131-2
Coweta, Oklahoma 74429


Barry K. Beasley (OBA #11220)

DATED this 29th day of September 1989.

Respectfully submitted,



Michael James King, Esq.
WINTERS, KING & ASSOCIATES, INC.
7130 South Lewis, Suite 720
Tulsa, Oklahoma 74136
(918) 494-6868

ATTORNEY FOR PLAINTIFF
THE CATTS COMPANY

OF COUNSEL:

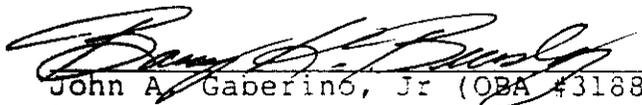
Jordan Luke
General Counsel

Jack D. Smith
Deputy General Counsel

Dorothy L. Nichols
Senior Associate General
Counsel

Richard Gill
Trial Attorney

OFFICE OF THE GENERAL COUNSEL
Federal Home Loan Bank Board
1700 "G" Street, N.W.
Washington, D.C. 20552
(202) 906-5020



John A. Gaberino, Jr (OBA #3188)
Larry D. Henry (OBA #4105)
Caroline B. Benediktson (OBA #695)
Barry K. Beasley (OBA #11220)
HUFFMAN ARRINGTON KIHLE
GABERINO & DUNN
A Professional Corporation
1000 ONEOK Plaza
Tulsa, Oklahoma 74103
(918) 585-8141

and

John Joseph Snider (OBA #8435)
John B. Heatly (OBA #4037)
FELLERS SNIDER BLANKENSHIP
BAILEY & TIPPENS
2400 First National Center
Oklahoma City, Oklahoma 73102
(405) 232-0621

ATTORNEYS FOR FEDERAL DEPOSIT
INSURANCE CORPORATION, AS MANAGER
OF THE FEDERAL SAVINGS AND LOAN
INSURANCE CORPORATION RESOLUTION
FUND, AS RECEIVER FOR MIDAMERICA
FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED

OCT 4 1989

GARY SHERRILL, individually,
and TRACY SHERRILL, individually,

Plaintiffs,

vs.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,

Defendant.

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

No. 89-C-824-C

Notice of DISMISSAL WITHOUT PREJUDICE

Pursuant to Rule 41 the Plaintiffs, Gary Sherrill and Tracy Sherrill, dismiss the captioned action without prejudice to the filing of a new action. Plaintiffs may dismiss this action as a matter of right without order of Court at any time before service by the adverse party of an answer or motion for summary judgment. Neither has occurred in this case.

WHEREFORE, the Plaintiffs hereby dismiss this action without prejudice to the filing of a new action.

REUBEN DAVIS



500 ONEOK Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103
(918)587-0000

OF COUNSEL:

BOONE, SMITH, DAVIS,
HURST & DICKMAN
500 ONEOK Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103
(918) 587-0000

ATTORNEYS FOR THE PLAINTIFFS,
Gary Sherrill & Tracy Sherrill

CERTIFICATE OF MAILING

I hereby certify that on this 4th day of October, 1989, a true and correct copy of the above and foregoing Dismissal Without Prejudice was mailed, with postage prepaid thereon, to The Prudential Insurance Company of America, c/o Oklahoma State Insurance Commissioner, P. O. Box 53408, Oklahoma City, Oklahoma 73152-3408, Attention: Sandra Wilson.



REUBEN DAVIS

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

FEDERAL DEPOSIT INSURANCE
CORPORATION, acting in its
corporate capacity,

Plaintiff,

vs.

Case No. 88-C-1642-E

LEE I. LEVINSON; JO ANN LEVINSON;
SILVAN E. LEVINSON; CROSS ROADS
SAVINGS AND LOAN ASSOCIATION;
WILLIAM B. JONES, Executor of the
Estate of Raymond L. King,
Deceased; THE FIRST NATIONAL
BANK & TRUST COMPANY OF TULSA;
TULSA MASONRY AND CONSTRUCTION,
INC.; and KAY LEVINSON a/k/a
MARY KAY WEATHERS,

Defendants.

ORDER OF DISMISSAL WITH PREJUDICE

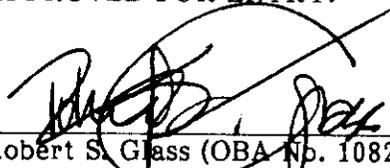
NOW came on before the Court the Stipulation of Dismissal With Prejudice filed herein by the Plaintiff and various party-defendants; and the Court FINDS that good cause and sufficient grounds have been stated in support of such Stipulation of Dismissal; and it is therefore ORDERED that this action be and the same is hereby dismissed with prejudice to the rights of all of the parties to this action to refile and reassert their claims raised herein at any time in the future with each of the parties bearing its own costs, including attorney's fees, incurred herein.

IT IS SO ORDERED AND DATED this 3rd day of October, 1989.

S/ JAMES O. ELLISON

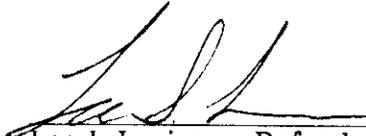
UNITED STATES DISTRICT COURT JUDGE

APPROVED FOR ENTRY:



Robert S. Glass (OBA No. 10824)
GABLE & GOTWALS
2000 Fourth National Bank Bldg.
Tulsa, OK 74119
(918) 582-9201

COUNSEL FOR FEDERAL DEPOSIT
INSURANCE CORPORATION, acting
in its corporate capacity



Lee I. Levinson, Defendant



Lee I. Levinson
COUNSEL FOR MARY KAY LEVINSON

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

RICHARD H. HUGHES, Trustee for
the Hinderliter Pension Plan
and Trust; RICHARD H. HUGHES,
an individual,

Plaintiff,

vs.

Case No. 89-C-048-E B✓

CONSOLIDATED COMMUNICATIONS
NETWORK, INC., a Utah
corporation; RONALD L. SHAFFER,
an individual; JOHN E. SHAFFER,
an individual; TIMOTHY H.
SHAFFER, an individual;
FREDERICK I. SHAFFER, III, an
individual; FREDERICK I.
SHAFFER, JR., an individual;
KENNETH L. MICK, an
individual; GARY L. DINGES, an
individual,

Defendants.

OCT -4 1989 hm
JACK A. SHANNON, CLERK
U.S. DISTRICT COURT

Notice of DISMISSAL WITHOUT PREJUDICE

COMES NOW the Plaintiff, Richard H. Hughes, by and through
his attorney of record, P. Gae Widdows, and dismisses the above
cause in its entirety without prejudice of only Defendant, Gary
L. Dinges.

DATED this 4th day of October, 1989.
Respectfully submitted,

HOWARD AND WIDDOWS, P.C.

By: P. Gae Widdows
P. Gae Widdows
O.B.A.#9585
2021 South Lewis, Suite 570
Tulsa, Oklahoma 74104
(918) 744-7440

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

FILED

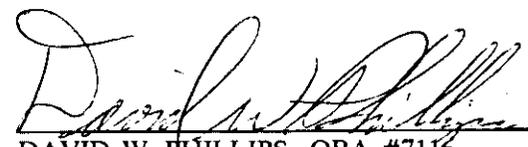
OCT -2 1989 *DA*

IN RE:)
L. B. JACKSON DRILLING COMPANY,)
Debtors,)
PETE JAMES and JAMES OIL COMPANY,)
Plaintiffs,)
vs.)
L. B. JACKSON COMPANIES)
and STAN NOBLE,)
Defendants.)

JACK W. SILVER, CLERK
U.S. DISTRICT COURT
Case No. 88-02536-C
89-C-652-B ✓
Chapter 11
Adversary No. 89-0068-C

DISMISSAL WITH PREJUDICE

COMES now the Defendant, STAN NOBLE, and hereby dismisses his appeal filed against L. B. JACKSON DRILLING COMPANY, JAMES OIL COMPANY and PETE JAMES, with prejudice from the above-entitled adversary action.



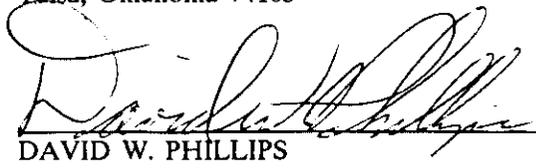
DAVID W. PHILLIPS OBA #7116
Attorney for Stan Noble
200 Roosevelt Street
Sand Springs, Oklahoma 74063
(918) 245-8716

CERTIFICATE OF MAILING

I hereby state and certify that a true and correct copy of the foregoing Dismissal with Prejudice was mailed on this 27th day of September, 1989, with proper postage thereon being fully prepaid to:

Ken Ray Underwood
Attorney at Law
1717 South Boulder
Suite 800
Tulsa, Oklahoma 74119

Timothy Trump
Attorney at Law
2100 Mid-Continent Tower
401 South Boston
Tulsa, Oklahoma 74103



DAVID W. PHILLIPS

SWIFT & PHILLIPS, INC.
JESSE D. SWIFT
O.B.A. NO. 8799
DAVID W. PHILLIPS
O.B.A. NO. 7116
LAW CENTER BUILDING
200 ROOSEVELT STREET
SAND SPRINGS, OKLAHOMA
74063
PHONE (918) 245-8716

FILED

OCT 21 1989

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

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

In Re:

DODD, QUINTON RAY)
DODD, VICKIE ELAINE)
)
Debtors,)
)
LONNIE D. ECK, TRUSTEE)
)
Appellee,)
)
vs.)
)
USA PROPERTY COMPANY and)
VICKIE E. DODD, TRUSTEE OF THE)
QUINTON R. DODD FAMILY TRUST,)
QUINTON R. DODD and VICKIE E.)
DODD,)
)
Appellants.)

Case No. 89-C-174-C ✓

DISMISSAL OF APPEAL WITH PREJUDICE

COMES NOW Quinton R. Dodd and Vickie Elaine Dodd,
Debtors, and dismiss the Appeal in this matter with prejudice to
refiling.

Respectfully submitted,

HERROLD, HERROLD, CRAIGE & HORGAN, INC.

By Marlin R. Davis
 Marlin R. Davis, OBA #10777
 520 Galleria Tower I
 7130 South Lewis Avenue
 Tulsa, Oklahoma 74136-5456
 (918) 494-4050
 ATTORNEYS FOR DEBTORS

8
 Mr. Davis said USA Property Co is owned by Dodds & Case completely closed.
 10-3-89

Exhibit E

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the ____ day of _____, 1989, a true and correct copy of the above and foregoing instrument was ~~deposited in the United States Mails,~~ *Hand Delivered* with all proper postage fully prepaid thereon, and addressed to:

Judi E. Beaumont
3800 First National Tower
Tulsa, Oklahoma 74103



Marlin R. Davis

Dodd-01/jkw

FILED
11-2-88
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

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

RAY G. HENDERSON and GINA)
HENDERSON, husband and wife,)
)
Plaintiffs,)
)
vs.)
)
SURVIVAIR, a division of)
COMASEC, INC., a Connecticut)
corporation; SURVIVAIR, a)
division of U.S.D. CORP., a)
California corporation; and)
MID-CONTINENT FIRE & SAFETY,)
INC., a Kansas corporation,)
)
Defendants.)

No. 89-C-561-E

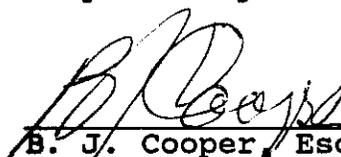
**STIPULATION OF DISMISSAL OF DEFENDANT
MID-CONTINENT FIRE & SAFETY, INC. WITHOUT PREJUDICE**

COME NOW Plaintiffs and Defendants above named, and each of them, and pursuant to Rule 41(A)(1) of the Federal Rules of Civil Procedure do herein stipulate that Defendant Mid-Continent Fire & Safety, Inc. be dismissed from this cause without prejudice based upon the representations of said Defendant, relied upon the parties herein and their counsel, that said Defendant did not sell or distribute the self-contained breathing apparatus used by Plaintiff at the time of his injury as alleged in his Complaint. It is further stipulated that should it subsequently be discovered in this cause that Defendant Mid-Continent Fire & Safety, Inc. was the distributor of the self-contained breathing apparatus used by Plaintiff at the time of the injury suffered by Plaintiff as alleged in his Complaint, that Plaintiff may join Mid-Continent

Fire & Safety, Inc. as a Defendant in this cause, and that Mid-Continent Fire & Safety, Inc. may thereafter assert any defenses to the claims of Plaintiffs which it might otherwise have excepting only any defense based upon the statute of limitations which may accrue in favor of Mid-Continent Fire & Safety, Inc. from and after the date of the dismissal of said Defendant by reason of this Stipulation.

WHEREFORE, premises considered, Plaintiffs and Defendants herein, and each of them, do stipulate that Defendant Mid-Continent Fire & Safety, Inc. be dismissed from this cause without prejudice.

Respectfully submitted,


B. J. Cooper, Esquire

ATTORNEY FOR PLAINTIFFS
RAY G. HENDERSON AND GINA
HENDERSON

Of Counsel:

COOPER, MANCHESTER, HILTGEN
& HEALY
P.O. Box 1336
Oklahoma City, OK 73101

-and-

Richard A. Bell, Esquire
ATTORNEY FOR PLAINTIFFS

Of Counsel:

RICHARD A. BELL & ASSOCIATES
303 East Comanche
P.O. Box 1529
Norman, OK 73070

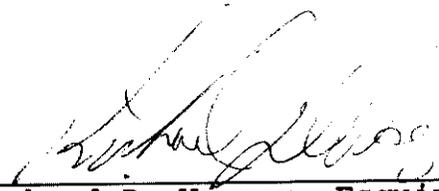


Phil R. Richards, Esquire

ATTORNEY FOR DEFENDANT
MID-CONTINENT FIRE & SAFETY,
INC.

Of Counsel:

RICHARDS, PAUL, RICHARDS & SIEGEL
9 East Fourth Street, Suite 400
Tulsa, OK 74103
(918) 584-2583

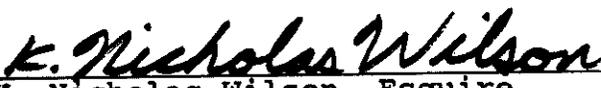


Richard D. Wagner, Esquire

ATTORNEY FOR DEFENDANT
SURVIVAIR, A DIVISION OF
COMASEC, INC.

Of Counsel:

KNIGHT, WAGNER, STUART
& WILKERSON
P.O. Box 1560
Tulsa, OK 74101-1560



K. Nicholas Wilson, Esquire

ATTORNEY FOR DEFENDANT
SURVIVAIR, A DIVISION OF
U.S.D. CORP.

Of Counsel:

FELLERS, SNYDER, BLANKENSHIP,
BAILEY & TIPPENS
2400 First National Center W
Oklahoma City, OK 73102

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

OXY USA INC.

Plaintiff,

vs.

ANR PIPELINE COMPANY

Defendant.

SECTION 107

Case No. 88-C-1131E

ORDER

NOW ON this 29th day of Sept., 1989, pursuant to the Stipulation of Dismissal with Prejudice filed by the parties, it is hereby ORDERED, ADJUDGED, and DECREED that all claims and causes of action filed in this case are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

SIGNED this 29th day of Sept., 1989.

Thomas C. H. [Signature]

Presiding Judge

GLC085A