

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

FILED

NOV 3 1989

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

SANDRA GAYLE CAMPBELL,

Plaintiff,

VS.

J. C. PENNEY COMPANY, INC.,

Defendant.

CIVIL ACTION NO. 89-C-420-B

STIPULATION OF VOLUNTARY DISMISSAL

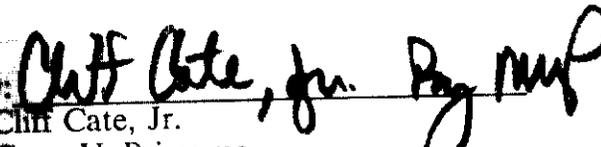
Plaintiff, SANDRA GAYLE CAMPBELL, and Defendant J. C. PENNEY COMPANY, INC., jointly stipulate to the **voluntary** dismissal of the above captioned cause of action, with prejudice, with each party to bear its own costs, pursuant to Fed. R. Civ. P. 41(a)(1)(ii).



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ATTORNEYS FOR DEFENDANT
J. C. PENNEY COMPANY, INC.

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FILED

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

NOV 1989

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

DAVID STEVEN MOSHER,)
)
Plaintiff,)
)
vs.)
)
VICTOR FEDERAL SAVINGS AND LOAN)
ASSOCIATION, et al.,)
)
Defendants.)

No. 88-C-122-B ✓

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court was advised by counsel on June 5, 1989, that this action had been settled, or was in the process of being settled. The parties sought a stay of the matter pending submission of the final settlement papers. On August 29, 1989, the Court was again informed settlement papers would be forthcoming. Although no papers have been received, it is not necessary that the action remain upon the Court's calendar.

IT IS ORDERED that the action be dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this Judgment by the United States mail upon the attorneys for the parties appearing in this action.

IT IS SO ORDERED, this 3rd day of November, 1989.

Thomas R. Brett

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

NOV 2 1988

WALTER GRANT OLCOTT,)
)
 Plaintiff,)
)
 vs.)
)
 ORAL ROBERTS UNIVERSITY,)
)
 Defendant.)

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

No. 88-C-1520-B

O R D E R

This matter comes before the Court upon Defendant Oral Roberts University's Motion for Summary Judgment pursuant to Fed.R.Civ.P. 56. Plaintiff initiated this action seeking redress for alleged violations of the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §621 et seq. and 25 O.S. § 1101 et seq.

Plaintiff, age 63, was employed as a security officer for Defendant ORU until December 5, 1987. Plaintiff began his employment with ORU in 1978 as a groundsman. He subsequently went to work in ORU's security department as a guard, was promoted to security officer, and eventually became a security supervisor in 1985. In January 1987, Plaintiff ceased being a supervisor and once again became a security officer. In December 1987, the Security Department found it necessary to reduce its operating budget, either by eliminating approximately 12 positions, or by reducing the work week from 40 hours to 24 hours for 30 of its employees. On December 4, 1987, the security staff was advised of the budget reductions and the reduced hours for several employees. Approximately thirty-three employees were to be affected by the

budget cutbacks. When Plaintiff asked his supervisor, Austin Bell, who was going to be affected by the budget reductions, Austin Bell replied that Plaintiff was, but that it was not his decision to make. Rather than working reduced hours, Plaintiff accepted the layoff and turned in his equipment to Phyllis Whisman, the Security Department secretary.' (Plaintiff's Depo. at pp. 54-55). Defendant transferred into Plaintiff's former security officer position a 24 year old security officer who had less seniority but had been working a different shift. Based upon these facts, Plaintiff asserts he was the victim of age discrimination¹ in violation of the ADEA.

Under the ADEA, a plaintiff is required to present a *prima facie* case of employment discrimination and to show that any legitimate nondiscriminatory reasons articulated by the defendant for its actions are merely pretexts for age discrimination. Texas Dep't. of Community Affairs v. Burdine, 450 U.S. 248, 253-56, 101 S.Ct. 1089, 1093-96, 67 L.ed.2d 207 (1981). In order to prove a *prima facie* case of employment discrimination, a plaintiff must ordinarily show he was (1) within the protected age group; (2) adversely affected by the defendant's employment decision; (3) qualified for the position at issue; and (4) replaced by a person outside the protected age group. Branson v. Price River Coal Co., 853 F.2d 768, 770 (10th Cir. 1988).

¹The record reflects the reduced schedule remained for about 5 months and then the regular 40 hour schedule was resumed. (Plaintiff's Exhibit D).

It is undisputed that Plaintiff was a member of the protected age group and that he was replaced by a person outside that age group. Defendant argues, however, Plaintiff was not qualified for the security officer position at issue and that Defendant voluntarily resigned his position rather than accept a reduction in his work week. To support its argument that Plaintiff was not qualified to be a security officer, Defendant refers to three instances wherein Plaintiff was cited for exercising poor judgment, two of which occurred while Plaintiff was acting as a security supervisor. Plaintiff was demoted from Security Supervisor to security officer because of those two instances. Subsequently, Plaintiff received a favorable review for his work as a security officer by his supervisor, Austin Bell. In November 1987, Plaintiff was once again the subject of an incident wherein his judgment was questioned; however, Plaintiff's supervisor determined the incident did not warrant a reprimand. (Exhibit I, Austin Bell's Security Department Incident Report).

Therefore, it appears Plaintiff performed his job reasonably well after he was demoted to security officer, with the exception of the November incident. It is difficult to accept Defendant's argument that Plaintiff was not qualified to be a security officer for two reasons: (1) Plaintiff received a favorable job performance evaluation from his supervisor; and (2) the only incident after that evaluation did not warrant a reprimand, much less dismissal.

Defendant next argues that Plaintiff voluntarily left his employment rather than accept a reduced work schedule. Plaintiff

argues, however, he was constructively discharged because a reduced work schedule would have made him ineligible for certain employment benefits. Generally, a constructive discharge occurs when an employer deliberately makes or allows the employee's working conditions to become so intolerable that the employee has no other choice but to quit. Muller v. United States Steel Corp., 509 F.2d 923 (10th Cir. 1975) *cert. denied*, 423 U.S. 825 (1975); Irving v. Dubuque Packing Co., 689 F.2d 170, 172 (10th Cir. 1982). The test is whether a reasonable person would view the working conditions as intolerable and would feel compelled to resign. *Id.* Further, the finding of a constructive discharge must be justified by the existence of certain "aggravating factors". Cockrell v. Boise Cascade Corp., 781 F.2d 173, 177 (10th Cir. 1986); Clark v. Marsh, 665 F.2d 1168, 1174 (D.C. Cir. 1981). Plaintiff never states how or why the working conditions were intolerable. The only aggravating factor or intolerable working condition was that Plaintiff was not willing to work a reduced schedule. Defendant offers Plaintiff's deposition testimony stating Plaintiff voluntarily chose to be laid off rather than work reduced hours because all of his benefits were gone and he had no reason to remain.² (Olcott's Depo., p. 55). Although it may have been

²As a result of reduced work schedule, Plaintiff would have lost his sick leave and vacation time and would have become ineligible for unemployment benefits. Plaintiff was entitled to health benefits because his wife was also employed by ORU and made Plaintiff eligible for spouse's health benefits. Plaintiff did not participate in ORU's retirement program.

economically intolerable to work a reduced schedule, there is no evidence Defendant reduced Plaintiff's schedule in an attempt to compel Plaintiff to resign.

Summary judgment pursuant to Fed.R.Civ.P. 56 is appropriate where "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986); Widon Third Oil and Gas v. Federal Deposit Insurance Corporation, 805 F.2d 342 (10th Cir. 1986). In Celotex, it is stated:

"The plain language of Rule 56(c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial."

To survive a motion for summary judgment, the nonmoving party "must establish that there is a genuine issue of material facts...." The nonmoving party "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita v. Zenith, 475 U.S. 574, 585 (1986).

Plaintiff has failed to come forward with any evidence of either aggravating factors or intolerable working conditions from which the Court may infer the Defendant intentionally discriminated against Plaintiff because of his age. Thirty-one employees in the security department were either laid off or had their work schedules reduced for economic reasons; thirteen of whom were over

the age of 40 and eighteen were under the age of 40. (Plaintiff's Exhibit D). The lack of any evidence indicating age was a factor in the employment decision is fatal to Plaintiff's age discrimination claim. The Court concludes Plaintiff failed to establish a *prima facie* case of age discrimination; therefore, it need not address whether Defendant's articulated non-discriminatory reasons were mere pretexts for discriminatory actions.

It is therefore ORDERED that Defendant's Motion for Summary Judgment be SUSTAINED.

IT IS SO ORDERED, this 2nd day of November, 1989.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

NOV 2 1989

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

KEVIN B. DURANT and ANNE N. DURANT,)

Plaintiffs,)

vs.)

No. 88-C-1372B

SPORTS & IMPORTS, INC., KEITH JEHLER, JACK M. LOCKMILLER, d/b/a LOCKMILLER MOTOR COMPANY, and BOB MOORE, d/b/a MO-PECK, LTD.,)

Defendants.)

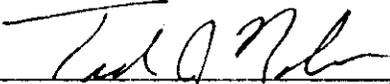
STIPULATION OF DISMISSAL

Plaintiffs, Kevin B. Durant and Anne N. Durant, and defendants, Sports & Imports, Inc., Keith Jehle, Jack M. Lockmiller d/b/a Lockmiller Motor Company, and Mo-Peck, Ltd., hereby stipulate that this action may be dismissed with prejudice to the refiling of the same pursuant to Rule 41 of the Federal Rules of Civil Procedure.

Parties have entered into extensive negotiations concerning settlement of these disputed claims, with the parties hereto being fully represented by counsel. The parties, pursuant to a joint request for a settlement conference fully and actively participated therein. The parties have agreed to a settlement which completely disposes of any claims between all parties,

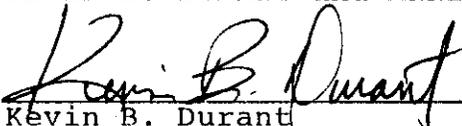
whether by way of damages, costs, attorneys fees, claims or counterclaims. Based on the executed settlement, plaintiffs and defendants, Sports & Imports, Inc., Jack M. Lockmiller d/b/a Lockmiller Motor Company, and Mo-Peck, Ltd., hereto jointly stipulate to dismiss plaintiffs' claims herein with prejudice to their right to refile the same. Plaintiffs and defendant, Keith Jehle, have entered into an accord and satisfaction and hereby jointly stipulate to dismiss plaintiffs' claims in this action with prejudice to their right to refile same.

So stipulated this 13th day of October, 1989.



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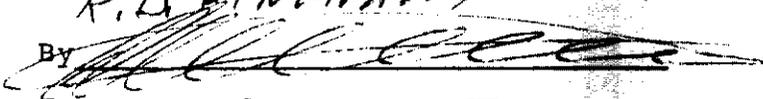
BY R.E. M... ..
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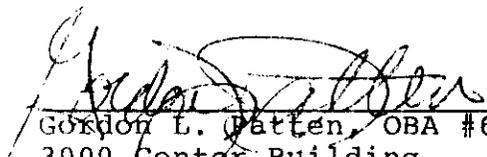
R. D. BINGHAM

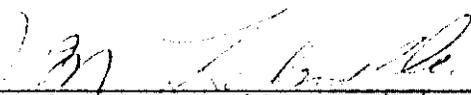
By 

Its PRESIDENT

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Jack M. Lockmiller d/b/a
Lockmiller Motor Company

H5/012

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

FILED

FEDERAL SAVINGS AND LOAN INSURANCE
CORPORATION in its capacity as receiver
for Victor Savings and Loan Association,

Plaintiff,

v.

EDMOND INNS INC.; A. J. DIGERONIMO;
FRANCES E. DIGERONIMO; JOHN F. CANTRELL,
County Treasurer, Tulsa County; and
BOARD OF COUNTY COMMISSIONERS OF TULSA
COUNTY, OKLAHOMA,

Defendants.

FEDERAL SAVINGS AND LOAN INSURANCE
CORPORATION in its capacity as receiver
for Victor Savings and Loan Association,

Plaintiff,

v.

A. J. DIGERONIMO and FRANCES E.
DIGERONIMO,

Defendants.

FEDERAL SAVINGS AND LOAN INSURANCE
CORPORATION in its capacity as receiver
for Victor Savings and Loan Association,

Plaintiff,

v.

J & F LAND CORPORATION,
A.J. DIGERONIMO and GEORGE SHIPMAN,

Defendants.

NOV 2 1989

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

Case No. 88-C-1067-B
(Consolidated)

Case No. 88-C-1069-B

Case No. 88-C-1070-B

JUDGMENT

THIS MATTER comes on for consideration this 13th day of
September, 1989, upon the Motion for Summary Judgment filed
herein by the Federal Savings and Loan Insurance Corporation

("FSLIC") in its capacity as receiver for Victor Savings and Loan Association ("Victor"). This Court, being fully advised in the premises and finding no objection to the Motion for Summary Judgment, finds that said Motion should be granted and further finds as follows:

1. This Court has jurisdiction over the subject matter and parties hereto.

2. This action is a consolidation of three separate actions originally filed in the District Court for Tulsa County, Oklahoma, but removed by the FSLIC as receiver for Victor to this Court on August 26, 1988. This Judgment pertains to all three cases consolidated (i.e., Cases No. 88-C-1067-B, 88-C-1069-B and 88-C-1070-B).

3. The Federal Home Loan Bank Board ("FHLBB") appointed the FSLIC as receiver for Victor Federal Savings and Loan Association ("Victor Federal") on March 13, 1987, and on the same day the FHLBB chartered Victor and substantially all assets of Victor Federal were transferred to Victor, including the promissory notes, mortgages and guaranty agreements subject to this action. Thereafter, on July 28, 1988, the FHLBB appointed the FSLIC as receiver for Victor and, as receiver, the FSLIC succeeds to all rights, titles and interests of Victor.

FINDINGS AS TO CASE NO. 88-C-1067-B

4. On or about June 28, 1985, Edmond Inns, Inc. ("Edmond Inns") executed and delivered to Victor Federal a promissory note in the principal sum of \$163,000 together with interest at the rate of 11% per annum ("Note No. 1").

5. Note No. 1 is secured by a certain mortgage in and to the following described real property situated in Tulsa County, Oklahoma ("Mortgage No. 1"), to-wit:

That certain Unit Ownership Estate designated as Unit 200, Building 2, together with its undivided interest in and to the Common Elements appurtenant thereto of Woodland Office Park Condominiums according to the Declaration of Unit Ownership Estates recorded in Book 4679 at Page 1975, et seq., in the office of the County Clerk of Tulsa County, Oklahoma (referred to herein as "Declaration") which Unit, on the date hereof, has a nine percent (9%) undivided interest in and to the common elements (said interest being subject to amendment according to Article XVII of the Declaration), together with:

(a) a reciprocal non-exclusive easement in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration for ingress and egress to and from the above described property; and

(b) a reciprocal right in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration, their lessees, tenants, agents, servants, employees and invitees, to use the General Common Elements as designated in the recorded Declaration, subject only to reservations and exceptions reserved or excepted by prior owners of record.

The property submitted to the Unit Ownership Estates Act of Oklahoma by the aforementioned recorded Declaration consists of the following real property situated in Tulsa County, State of Oklahoma, to-wit:

A tract of land being a part of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot Six (6), Block Two (2), EL PASEO, an

Addition to the City of Tulsa, Tulsa County, State of Oklahoma; thence due East a distance of 552.43 feet to the Northeast corner of said Lot Six (6), Block Two (2); thence South 00°00'49" West along the East line thereof a distance of 143.00 feet; thence due West a distance of 337.97 feet; thence due North a distance of 10.00 feet; thence due West a distance of 132.00 feet; thence due North a distance of 8.00 feet; thence due West a distance of 82.43 feet to a point on the West line of said Lot Six (6), Block Two (2); thence due North a distance of 125.00 feet to the POINT OF BEGINNING, and containing 76,191.319 square feet, or 1.75 acres, more or less.

("Property No. 1")

6. That Edmond Inns is in default under the terms and conditions of Note No. 1 and Mortgage No. 1 and there remains an amount outstanding pursuant to Note No. 1 of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid.

7. On or about June 28, 1988, Edmond Inns executed and delivered to Victor Federal a promissory note in the principal sum of \$141,000 together with interest at the rate of 11% per annum ("Note No. 2").

8. Note No. 2 is secured by a certain mortgage in and to the following described real property situated in Tulsa County, Oklahoma ("Mortgage No. 2"), to-wit:

That certain Unit Ownership Estate designated as Unit 100, Building 4, together with its undivided interest in and to the Common Elements appurtenant thereto of Woodland Office Park Condominiums according to the Declaration of Unit Ownership Estates recorded in Book 4679 at Page 1975, et seq., in the office of the County Clerk of Tulsa County,

Oklahoma (referred to herein as "Declaration") which Unit, on the date hereof, has a nine percent (9%) undivided interest in and to the common elements (said interest being subject to amendment according to Article XVII of the Declaration), together with:

(a) a reciprocal non-exclusive easement in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration for ingress and egress to and from the above described property; and

(b) a reciprocal right in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration, their lessees, tenants, agents, servants, employees and invitees, to use the General Common Elements as designated in the recorded Declaration, subject only to reservations and exceptions reserved or excepted by prior owners of record.

The property submitted to the Unit Ownership Estates Act of Oklahoma by the aforementioned recorded Declaration consists of the following real property situation in Tulsa County, State of Oklahoma, to-wit:

A tract of land being a part of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma; thence due East a distance of 552.43 feet to the Northeast corner of said Lot Six (6), Block Two (2); thence South 00°00'49" West along the East line thereof a distance of 143.00 feet; thence due West a distance of 337.97 feet; thence due North a distance of 10.00 feet; thence due West a distance of 132.00 feet; thence due North a distance of 8.00 feet; thence due West a distance of 82.43 feet to a point on the West line of said Lot Six (6), Block Two (2); thence due North

a distance of 125.00 feet to the POINT OF BEGINNING, and containing 76,191.319 square feet, of 1.75 acres, more or less,

("Property No. 2")

9. That Edmond Inns is in default under the terms and conditions of Note No. 2 and Mortgage No. 2 and there remains an amount outstanding pursuant to Note No. 2 of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid.

10. On July 21, 1986, Edmond Inns executed and delivered to Victor Federal a promissory note in the principal amount of \$300,000 together with interest at the rate of 12.5% per annum ("Note No. 3").

11. That Edmond Inns is in default under the terms and conditions of Note No. 3 and there remains an amount outstanding under Note No. 3 of \$300,000 plus interest and penalties through January 15, 1989, of \$53,838.49 plus continuing interest at the rate of \$116.43 per diem from January 15, 1989, until paid.

12. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a certain guaranty agreement in which he unconditionally guaranteed the payment of all amounts owed by Edmond Inns to Victor Federal and A. J. DiGeronimo, despite demands, has failed to satisfy the indebtedness evidenced by Note No. 1, Note No. 2 and Note No. 3 and is in default under said guaranty.

13. That the FSLIC as receiver for Victor should be granted judgment in personam and in rem against Edmond Inns and

A. J. DiGeronimo for the amounts outstanding pursuant to Note No. 1, Note No. 2 and Note No. 3 set forth above, together with all costs of this action including a reasonable attorney's fee.

14. That the FSLIC as receiver for Victor has first and valid liens on Property No. 1 and Property No. 2 which are superior to any rights, titles, interests or liens of any party herein and, therefore, the FSLIC as receiver for Victor should be granted judgment in rem against all Defendants and parties named herein, foreclosing its superior mortgages in and to Property No. 1 and Property No. 2. That Frances E. DiGeronimo has disclaimed any right, title or interest she may have in and to Property No. 1 and Property No. 2.

FINDINGS AS TO CASE NO. 88-C-1069-B

15. That on or about December 23, 1985, Edmond Inns executed and delivered a certain promissory note to Victor Federal in the principal sum of \$2,650,000 together with interest at the rate of 11.5% per annum ("Note No. 4").

16. That Edmond Inns is in default under the terms and conditions of Note No. 4 and there remains an amount outstanding under Note No. 4 of \$2,650,000 plus interest and penalties through January 15, 1989, of \$486,565.66 plus continuing interest at the rate of \$900.95 per diem from January 15, 1989, until paid.

17. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a certain guaranty agreement in which he unconditionally guaranteed the payment of all amounts owed by Edmond Inns to Victor Federal and A. J. DiGeronimo, despite

demands, has failed to satisfy the indebtedness evidenced by Note No. 4 and is in default under said guaranty.

18. That the FSLIC as receiver for Victor should be granted judgment in personam against A. J. DiGeronimo for all amounts outstanding under Note No. 4 as set forth above provided, however, that A. J. DiGeronimo be allowed to credit to said judgment the fair market value of any property securing Note No. 4.

19. On February 20, 1986, February 24, 1986, and July 3, 1986, A. J. DiGeronimo executed and delivered to Victor Federal certain guaranty agreements which unconditionally guaranteed the payment of all indebtedness owed by Cape Cod Inns of Georgia Inc. ("Cape Cod Inns") to Victor Federal.

20. That Cape Cod Inns is in default under the terms and conditions of its obligations to Victor Federal and there remains a total amount outstanding under the obligations of Cape Cod Inns of \$2,913,500 together with interest and penalties through January 15, 1989, of \$644,861.28 together with continuing interest at the rate of \$1,027.27 per diem from January 15, 1989, until paid.

21. That A. J. DiGeronimo, despite demands, has failed to fulfill his obligations as a guarantor of the indebtedness of Cape Cod Inns and the FSLIC as receiver for Victor should be granted judgment against A. J. DiGeronimo for all outstanding indebtedness of Cape Cod Inns as set forth above provided, however, that A. J. DiGeronimo be allowed to credit to said

judgment the fair market value of any property securing the indebtedness of Cape Cod Inns.

FINDINGS AS TO CASE NO. 88-C-1070-B

22. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a promissory note in the principal sum of \$200,000 together with interest at the rate of 12% per annum ("DiGeronimo Note").

23. That A. J. DiGeronimo is in default under the terms and conditions of the DiGeronimo Note and there remains a current balance outstanding under the DiGeronimo Note of \$200,000 plus interest and penalties through January 15, 1989, of \$48,197.23 plus continuing interest at the rate of \$65.75 per diem from January 15, 1989, until paid.

24. That the FSLIC as receiver for Victor should be granted judgment against A. J. DiGeronimo for the amounts outstanding under the DiGeronimo Note as set forth above together with all costs of this action including a reasonable attorney's fee.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor have and recover a judgment in personam and in rem against Edmond Inns, Inc. and A. J. DiGeronimo as follows:

(A) For the principal sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid;

(B) For the principal sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing

interest at the rate of \$43.39 per diem from January 15, 1989, until paid; and

(C) For the principal sum of \$300,000 plus interest and penalties through January 15, 1989, of \$53,838.49 plus continuing interest at the rate of \$116.43 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor has a valid first lien on Property No. 1 described above securing the judgment entered herein in the principal sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid, which is prior to the rights, titles, interests and liens of all Defendants and parties herein and, therefore, is entitled to a judgment in rem against all Defendants foreclosing said first lien.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor has a valid first lien on Property No. 2 described above, securing the judgment entered herein in the principal sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid, which is prior to the rights, titles, interests and liens of all Defendants and parties herein and, therefore, is entitled to a judgment in rem against all Defendants foreclosing said first lien.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the rights, titles, interests and liens of all parties herein be foreclosed upon Property No. 1 and Property No. 2 described above and, upon a Praecipe being filed, that a Special Execution and Order of Sale shall be issued by the Clerk of this Court, directing the United States Marshal to levy upon, advertise and sell Property No. 1 and Property No. 2 after due legal appraisalment and to pay the proceeds of such sale to the Clerk of this Court for application and distribution as hereinafter set out.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the order of priority of liens of the parties and the order of the distribution of proceeds of the sale of Property No. 1 are as follows: (a) first to the payment of delinquent ad valorem taxes due the County Treasurer of Tulsa County, Oklahoma; (b) second, to the payment of the judgment lien of the FSLIC as receiver for Victor in the sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid, together with all costs of this action including a reasonable attorneys' fees; (d) third, the balance, if any, to be paid to the Clerk of this Court to await the further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the order of priority of liens of the parties and the order of distribution of proceeds of the sale of Property No. 2 are as follows: (a) first to the

payment of delinquent ad valorem taxes due the County Treasurer of Tulsa County, Oklahoma; (b) second to the payment of the judgment lien of the FSLIC as receiver for Victor in the sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid, together with all costs of this action including a reasonable attorneys' fees; (c) third the balance, if any, to be paid to the Clerk of this Court to await the further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that, upon confirmation of the sale of Property No. 1 and Property No. 2, each and every party herein shall be forever barred, foreclosed and enjoined from asserting their claim in any right, title, interest, estate or equity of redemption in and to Property No. 1 or Property No. 2 or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that, upon confirmation of the sale of Property No. 1 and Property No. 2, the United States Marshal for the Northern District of Oklahoma shall execute and deliver a good and sufficient deed to Property No. 1 and Property No. 2 to the purchaser(s) thereof, conveying all right, title, interest, estate and equity of redemption of each of the parties herein and each and all parties claiming under them since the filing of the Petition in this suit, in and to Property No. 1 and Property No. 2 described above and, that upon application of the purchaser(s), the Clerk of this Court shall issue a writ of

assistance to the United States Marshal who shall thereupon and forthwith place said property in full and complete possession and enjoyment of said purchaser(s).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1069-B, that the FSLIC as receiver for Victor have and recover a judgment in personam against A. J. DiGeronimo for the principal sum of \$2,650,000 together with interest and penalties through January 15, 1989, of \$486,565.66 plus continuing interest at the rate of \$900.95 per diem from January 15, 1989, until paid and for the principal sum of \$2,913,500 together with interest and penalties through January 15, 1989, of \$644,861.28 together with continuing interest at the rate of \$1,027.27 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1070-B, that the FSLIC as receiver for Victor have and recover a judgment in personam against A. J. DiGeronimo for the principal sum of \$200,000 plus interest and penalties through January 15, 1989, of \$48,197.43 plus continuing interest at the rate of \$65.75 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the FSLIC as receiver for Victor have and recover a judgment against Edmond Inns and A. J. DiGeronimo for all costs of this

action and reasonable attorneys' fees in an amount to be determined upon application by the FSLIC as receiver for Victor.


United States District Court Judge

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

FILED

NOV 2 1989

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

FEDERAL SAVINGS AND LOAN INSURANCE)
CORPORATION in its capacity as receiver)
for Victor Savings and Loan Association,)
Plaintiff,)

v.)

EDMOND INNS INC.; A. J. DIGERONIMO;)
FRANCES E. DIGERONIMO; JOHN F. CANTRELL,)
County Treasurer, Tulsa County; and)
BOARD OF COUNTY COMMISSIONERS OF TULSA)
COUNTY, OKLAHOMA,)
Defendants.)

Case No. 88-C-1067-B
(consolidated)

-----)
FEDERAL SAVINGS AND LOAN INSURANCE)
CORPORATION in its capacity as receiver)
for Victor Savings and Loan Association,)
Plaintiff,)

v.)

A. J. DIGERONIMO and FRANCES E.)
DIGERONIMO,)
Defendants.)

Case No. 88-C-1069-B

-----)
FEDERAL SAVINGS AND LOAN INSURANCE)
CORPORATION in its capacity as receiver)
for Victor Savings and Loan Association,)
Plaintiff,)

v.)

J & F LAND CORPORATION,)
A.J. DIGERONIMO and GEORGE SHIPMAN,)
Defendants.)

Case No. 88-C-1070-B

JUDGMENT

THIS MATTER comes on for consideration this 13th day of
September, 1989, upon the Motion for Summary Judgment filed
herein by the Federal Savings and Loan Insurance Corporation

("FSLIC") in its capacity as receiver for Victor Savings and Loan Association ("Victor"). This Court, being fully advised in the premises and finding no objection to the Motion for Summary Judgment, finds that said Motion should be granted and further finds as follows:

1. This Court has jurisdiction over the subject matter and parties hereto.

2. This action is a consolidation of three separate actions originally filed in the District Court for Tulsa County, Oklahoma, but removed by the FSLIC as receiver for Victor to this Court on August 26, 1988. This Judgment pertains to all three cases consolidated (i.e., Cases No. 88-C-1067-B, 88-C-1069-B and 88-C-1070-B).

3. The Federal Home Loan Bank Board ("FHLBB") appointed the FSLIC as receiver for Victor Federal Savings and Loan Association ("Victor Federal") on March 13, 1987, and on the same day the FHLBB chartered Victor and substantially all assets of Victor Federal were transferred to Victor, including the promissory notes, mortgages and guaranty agreements subject to this action. Thereafter, on July 28, 1988, the FHLBB appointed the FSLIC as receiver for Victor and, as receiver, the FSLIC succeeds to all rights, titles and interests of Victor.

FINDINGS AS TO CASE NO. 88-C-1067-B

4. On or about June 28, 1985, Edmond Inns, Inc. ("Edmond Inns") executed and delivered to Victor Federal a promissory note in the principal sum of \$163,000 together with interest at the rate of 11% per annum ("Note No. 1").

5. Note No. 1 is secured by a certain mortgage in and to the following described real property situated in Tulsa County, Oklahoma ("Mortgage No. 1"), to-wit:

That certain Unit Ownership Estate designated as Unit 200, Building 2, together with its undivided interest in and to the Common Elements appurtenant thereto of Woodland Office Park Condominiums according to the Declaration of Unit Ownership Estates recorded in Book 4679 at Page 1975, et seq., in the office of the County Clerk of Tulsa County, Oklahoma (referred to herein as "Declaration") which Unit, on the date hereof, has a nine percent (9%) undivided interest in and to the common elements (said interest being subject to amendment according to Article XVII of the Declaration), together with:

(a) a reciprocal non-exclusive easement in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration for ingress and egress to and from the above described property; and

(b) a reciprocal right in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration, their lessees, tenants, agents, servants, employees and invitees, to use the General Common Elements as designated in the recorded Declaration, subject only to reservations and exceptions reserved or excepted by prior owners of record.

The property submitted to the Unit Ownership Estates Act of Oklahoma by the aforementioned recorded Declaration consists of the following real property situated in Tulsa County, State of Oklahoma, to-wit:

A tract of land being a part of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot Six (6), Block Two (2), EL PASEO, an

Addition to the City of Tulsa, Tulsa County, State of Oklahoma; thence due East a distance of 552.43 feet to the Northeast corner of said Lot Six (6), Block Two (2); thence South 00°00'49" West along the East line thereof a distance of 143.00 feet; thence due West a distance of 337.97 feet; thence due North a distance of 10.00 feet; thence due West a distance of 132.00 feet; thence due North a distance of 8.00 feet; thence due West a distance of 82.43 feet to a point on the West line of said Lot Six (6), Block Two (2); thence due North a distance of 125.00 feet to the POINT OF BEGINNING, and containing 76,191.319 square feet, or 1.75 acres, more or less.

("Property No. 1")

6. That Edmond Inns is in default under the terms and conditions of Note No. 1 and Mortgage No. 1 and there remains an amount outstanding pursuant to Note No. 1 of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid.

7. On or about June 28, 1988, Edmond Inns executed and delivered to Victor Federal a promissory note in the principal sum of \$141,000 together with interest at the rate of 11% per annum ("Note No. 2").

8. Note No. 2 is secured by a certain mortgage in and to the following described real property situated in Tulsa County, Oklahoma ("Mortgage No. 2"), to-wit:

That certain Unit Ownership Estate designated as Unit 100, Building 4, together with its undivided interest in and to the Common Elements appurtenant thereto of Woodland Office Park Condominiums according to the Declaration of Unit Ownership Estates recorded in Book 4679 at Page 1975, et seq., in the office of the County Clerk of Tulsa County,

Oklahoma (referred to herein as "Declaration") which Unit, on the date hereof, has a nine percent (9%) undivided interest in and to the common elements (said interest being subject to amendment according to Article XVII of the Declaration), together with:

(a) a reciprocal non-exclusive easement in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration for ingress and egress to and from the above described property; and

(b) a reciprocal right in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration, their lessees, tenants, agents, servants, employees and invitees, to use the General Common Elements as designated in the recorded Declaration, subject only to reservations and exceptions reserved or excepted by prior owners of record.

The property submitted to the Unit Ownership Estates Act of Oklahoma by the aforementioned recorded Declaration consists of the following real property situation in Tulsa County, State of Oklahoma, to-wit:

A tract of land being a part of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma; thence due East a distance of 552.43 feet to the Northeast corner of said Lot Six (6), Block Two (2); thence South 00°00'49" West along the East line thereof a distance of 143.00 feet; thence due West a distance of 337.97 feet; thence due North a distance of 10.00 feet; thence due West a distance of 132.00 feet; thence due North a distance of 8.00 feet; thence due West a distance of 82.43 feet to a point on the West line of said Lot Six (6), Block Two (2); thence due North

a distance of 125.00 feet to the POINT OF BEGINNING, and containing 76,191.319 square feet, of 1.75 acres, more or less,

("Property No. 2")

9. That Edmond Inns is in default under the terms and conditions of Note No. 2 and Mortgage No. 2 and there remains an amount outstanding pursuant to Note No. 2 of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid.

10. On July 21, 1986, Edmond Inns executed and delivered to Victor Federal a promissory note in the principal amount of \$300,000 together with interest at the rate of 12.5% per annum ("Note No. 3").

11. That Edmond Inns is in default under the terms and conditions of Note No. 3 and there remains an amount outstanding under Note No. 3 of \$300,000 plus interest and penalties through January 15, 1989, of \$53,838.49 plus continuing interest at the rate of \$116.43 per diem from January 15, 1989, until paid.

12. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a certain guaranty agreement in which he unconditionally guaranteed the payment of all amounts owed by Edmond Inns to Victor Federal and A. J. DiGeronimo, despite demands, has failed to satisfy the indebtedness evidenced by Note No. 1, Note No. 2 and Note No. 3 and is in default under said guaranty.

13. That the FSLIC as receiver for Victor should be granted judgment in personam and in rem against Edmond Inns and

A. J. DiGeronimo for the amounts outstanding pursuant to Note No. 1, Note No. 2 and Note No. 3 set forth above, together with all costs of this action including a reasonable attorney's fee.

14. That the FSLIC as receiver for Victor has first and valid liens on Property No. 1 and Property No. 2 which are superior to any rights, titles, interests or liens of any party herein and, therefore, the FSLIC as receiver for Victor should be granted judgment in rem against all Defendants and parties named herein, foreclosing its superior mortgages in and to Property No. 1 and Property No. 2. That Frances E. DiGeronimo has disclaimed any right, title or interest she may have in and to Property No. 1 and Property No. 2.

FINDINGS AS TO CASE NO. 88-C-1069-B

15. That on or about December 23, 1985, Edmond Inns executed and delivered a certain promissory note to Victor Federal in the principal sum of \$2,650,000 together with interest at the rate of 11.5% per annum ("Note No. 4").

16. That Edmond Inns is in default under the terms and conditions of Note No. 4 and there remains an amount outstanding under Note No. 4 of \$2,650,000 plus interest and penalties through January 15, 1989, of \$486,565.66 plus continuing interest at the rate of \$900.95 per diem from January 15, 1989, until paid.

17. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a certain guaranty agreement in which he unconditionally guaranteed the payment of all amounts owed by Edmond Inns to Victor Federal and A. J. DiGeronimo, despite

demands, has failed to satisfy the indebtedness evidenced by Note No. 4 and is in default under said guaranty.

18. That the FSLIC as receiver for Victor should be granted judgment in personam against A. J. DiGeronimo for all amounts outstanding under Note No. 4 as set forth above provided, however, that A. J. DiGeronimo be allowed to credit to said judgment the fair market value of any property securing Note No. 4.

19. On February 20, 1986, February 24, 1986, and July 3, 1986, A. J. DiGeronimo executed and delivered to Victor Federal certain guaranty agreements which unconditionally guaranteed the payment of all indebtedness owed by Cape Cod Inns of Georgia Inc. ("Cape Cod Inns") to Victor Federal.

20. That Cape Cod Inns is in default under the terms and conditions of its obligations to Victor Federal and there remains a total amount outstanding under the obligations of Cape Cod Inns of \$2,913,500 together with interest and penalties through January 15, 1989, of \$644,861.28 together with continuing interest at the rate of \$1,027.27 per diem from January 15, 1989, until paid.

21. That A. J. DiGeronimo, despite demands, has failed to fulfill his obligations as a guarantor of the indebtedness of Cape Cod Inns and the FSLIC as receiver for Victor should be granted judgment against A. J. DiGeronimo for all outstanding indebtedness of Cape Cod Inns as set forth above provided, however, that A. J. DiGeronimo be allowed to credit to said

judgment the fair market value of any property securing the indebtedness of Cape Cod Inns.

FINDINGS AS TO CASE NO. 88-C-1070-B

22. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a promissory note in the principal sum of \$200,000 together with interest at the rate of 12% per annum ("DiGeronimo Note").

23. That A. J. DiGeronimo is in default under the terms and conditions of the DiGeronimo Note and there remains a current balance outstanding under the DiGeronimo Note of \$200,000 plus interest and penalties through January 15, 1989, of \$48,197.23 plus continuing interest at the rate of \$65.75 per diem from January 15, 1989, until paid.

24. That the FSLIC as receiver for Victor should be granted judgment against A. J. DiGeronimo for the amounts outstanding under the DiGeronimo Note as set forth above together with all costs of this action including a reasonable attorney's fee.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor have and recover a judgment in personam and in rem against Edmond Inns, Inc. and A. J. DiGeronimo as follows:

(A) For the principal sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid;

(B) For the principal sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing

interest at the rate of \$43.39 per diem from January 15, 1989, until paid; and

(C) For the principal sum of \$300,000 plus interest and penalties through January 15, 1989, of \$53,838.49 plus continuing interest at the rate of \$116.43 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor has a valid first lien on Property No. 1 described above securing the judgment entered herein in the principal sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid, which is prior to the rights, titles, interests and liens of all Defendants and parties herein and, therefore, is entitled to a judgment in rem against all Defendants foreclosing said first lien.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor has a valid first lien on Property No. 2 described above, securing the judgment entered herein in the principal sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid, which is prior to the rights, titles, interests and liens of all Defendants and parties herein and, therefore, is entitled to a judgment in rem against all Defendants foreclosing said first lien.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the rights, titles, interests and liens of all parties herein be foreclosed upon Property No. 1 and Property No. 2 described above and, upon a Praecipe being filed, that a Special Execution and Order of Sale shall be issued by the Clerk of this Court, directing the United States Marshal to levy upon, advertise and sell Property No. 1 and Property No. 2 after due legal appraisalment and to pay the proceeds of such sale to the Clerk of this Court for application and distribution as hereinafter set out.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the order of priority of liens of the parties and the order of the distribution of proceeds of the sale of Property No. 1 are as follows: (a) first to the payment of delinquent ad valorem taxes due the County Treasurer of Tulsa County, Oklahoma; (b) second, to the payment of the judgment lien of the FSLIC as receiver for Victor in the sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid, together with all costs of this action including a reasonable attorneys' fees; (d) third, the balance, if any, to be paid to the Clerk of this Court to await the further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the order of priority of liens of the parties and the order of distribution of proceeds of the sale of Property No. 2 are as follows: (a) first to the

payment of delinquent ad valorem taxes due the County Treasurer of Tulsa County, Oklahoma; (b) second to the payment of the judgment lien of the FSLIC as receiver for Victor in the sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid, together with all costs of this action including a reasonable attorneys' fees; (c) third the balance, if any, to be paid to the Clerk of this Court to await the further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that, upon confirmation of the sale of Property No. 1 and Property No. 2, each and every party herein shall be forever barred, foreclosed and enjoined from asserting their claim in any right, title, interest, estate or equity of redemption in and to Property No. 1 or Property No. 2 or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that, upon confirmation of the sale of Property No. 1 and Property No. 2, the United States Marshal for the Northern District of Oklahoma shall execute and deliver a good and sufficient deed to Property No. 1 and Property No. 2 to the purchaser(s) thereof, conveying all right, title, interest, estate and equity of redemption of each of the parties herein and each and all parties claiming under them since the filing of the Petition in this suit, in and to Property No. 1 and Property No. 2 described above and, that upon application of the purchaser(s), the Clerk of this Court shall issue a writ of

assistance to the United States Marshal who shall thereupon and forthwith place said property in full and complete possession and enjoyment of said purchaser(s).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1069-B, that the FSLIC as receiver for Victor have and recover a judgment in personam against A. J. DiGeronimo for the principal sum of \$2,650,000 together with interest and penalties through January 15, 1989, of \$486,565.66 plus continuing interest at the rate of \$900.95 per diem from January 15, 1989, until paid and for the principal sum of \$2,913,500 together with interest and penalties through January 15, 1989, of \$644,861.28 together with continuing interest at the rate of \$1,027.27 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1070-B, that the FSLIC as receiver for Victor have and recover a judgment in personam against A. J. DiGeronimo for the principal sum of \$200,000 plus interest and penalties through January 15, 1989, of \$48,197.43 plus continuing interest at the rate of \$65.75 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the FSLIC as receiver for Victor have and recover a judgment against Edmond Inns and A. J. DiGeronimo for all costs of this

action and reasonable attorneys' fees in an amount to be determined upon application by the FSLIC as receiver for Victor.


United States District Court Judge

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

FILED

FEDERAL SAVINGS AND LOAN INSURANCE)
CORPORATION in its capacity as receiver)
for Victor Savings and Loan Association,)
Plaintiff,)

NOV 2 1989

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

v.)

Case No. 88-C-1067-B
(Consolidated)

EDMOND INNS INC.; A. J. DIGERONIMO;)
FRANCES E. DIGERONIMO; JOHN F. CANTRELL,)
County Treasurer, Tulsa County; and)
BOARD OF COUNTY COMMISSIONERS OF TULSA)
COUNTY, OKLAHOMA,)
Defendants.)

-----)
FEDERAL SAVINGS AND LOAN INSURANCE)
CORPORATION in its capacity as receiver)
for Victor Savings and Loan Association,)
Plaintiff,)

v.)

Case No. 88-C-1069-B

A. J. DIGERONIMO and FRANCES E.)
DIGERONIMO,)
Defendants.)

-----)
FEDERAL SAVINGS AND LOAN INSURANCE)
CORPORATION in its capacity as receiver)
for Victor Savings and Loan Association,)
Plaintiff,)

v.)

Case No. 88-C-1070-B

J & F LAND CORPORATION,)
A.J. DIGERONIMO and GEORGE SHIPMAN,)
Defendants.)

JUDGMENT

THIS MATTER comes on for consideration this 13th day of
September, 1989, upon the Motion for Summary Judgment filed
herein by the Federal Savings and Loan Insurance Corporation

("FSLIC") in its capacity as receiver for Victor Savings and Loan Association ("Victor"). This Court, being fully advised in the premises and finding no objection to the Motion for Summary Judgment, finds that said Motion should be granted and further finds as follows:

1. This Court has jurisdiction over the subject matter and parties hereto.

2. This action is a consolidation of three separate actions originally filed in the District Court for Tulsa County, Oklahoma, but removed by the FSLIC as receiver for Victor to this Court on August 26, 1988. This Judgment pertains to all three cases consolidated (i.e., Cases No. 88-C-1067-B, 88-C-1069-B and 88-C-1070-B).

3. The Federal Home Loan Bank Board ("FHLBB") appointed the FSLIC as receiver for Victor Federal Savings and Loan Association ("Victor Federal") on March 13, 1987, and on the same day the FHLBB chartered Victor and substantially all assets of Victor Federal were transferred to Victor, including the promissory notes, mortgages and guaranty agreements subject to this action. Thereafter, on July 28, 1988, the FHLBB appointed the FSLIC as receiver for Victor and, as receiver, the FSLIC succeeds to all rights, titles and interests of Victor.

FINDINGS AS TO CASE NO. 88-C-1067-B

4. On or about June 28, 1985, Edmond Inns, Inc. ("Edmond Inns") executed and delivered to Victor Federal a promissory note in the principal sum of \$163,000 together with interest at the rate of 11% per annum ("Note No. 1").

5. Note No. 1 is secured by a certain mortgage in and to the following described real property situated in Tulsa County, Oklahoma ("Mortgage No. 1"), to-wit:

That certain Unit Ownership Estate designated as Unit 200, Building 2, together with its undivided interest in and to the Common Elements appurtenant thereto of Woodland Office Park Condominiums according to the Declaration of Unit Ownership Estates recorded in Book 4679 at Page 1975, et seq., in the office of the County Clerk of Tulsa County, Oklahoma (referred to herein as "Declaration") which Unit, on the date hereof, has a nine percent (9%) undivided interest in and to the common elements (said interest being subject to amendment according to Article XVII of the Declaration), together with:

(a) a reciprocal non-exclusive easement in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration for ingress and egress to and from the above described property; and

(b) a reciprocal right in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration, their lessees, tenants, agents, servants, employees and invitees, to use the General Common Elements as designated in the recorded Declaration, subject only to reservations and exceptions reserved or excepted by prior owners of record.

The property submitted to the Unit Ownership Estates Act of Oklahoma by the aforementioned recorded Declaration consists of the following real property situated in Tulsa County, State of Oklahoma, to-wit:

A tract of land being a part of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot Six (6), Block Two (2), EL PASEO, an

Addition to the City of Tulsa, Tulsa County, State of Oklahoma; thence due East a distance of 552.43 feet to the Northeast corner of said Lot Six (6), Block Two (2); thence South 00°00'49" West along the East line thereof a distance of 143.00 feet; thence due West a distance of 337.97 feet; thence due North a distance of 10.00 feet; thence due West a distance of 132.00 feet; thence due North a distance of 8.00 feet; thence due West a distance of 82.43 feet to a point on the West line of said Lot Six (6), Block Two (2); thence due North a distance of 125.00 feet to the POINT OF BEGINNING, and containing 76,191.319 square feet, or 1.75 acres, more or less.

("Property No. 1")

6. That Edmond Inns is in default under the terms and conditions of Note No. 1 and Mortgage No. 1 and there remains an amount outstanding pursuant to Note No. 1 of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid.

7. On or about June 28, 1988, Edmond Inns executed and delivered to Victor Federal a promissory note in the principal sum of \$141,000 together with interest at the rate of 11% per annum ("Note No. 2").

8. Note No. 2 is secured by a certain mortgage in and to the following described real property situated in Tulsa County, Oklahoma ("Mortgage No. 2"), to-wit:

That certain Unit Ownership Estate designated as Unit 100, Building 4, together with its undivided interest in and to the Common Elements appurtenant thereto of Woodland Office Park Condominiums according to the Declaration of Unit Ownership Estates recorded in Book 4679 at Page 1975, et seq., in the office of the County Clerk of Tulsa County,

Oklahoma (referred to herein as "Declaration") which Unit, on the date hereof, has a nine percent (9%) undivided interest in and to the common elements (said interest being subject to amendment according to Article XVII of the Declaration), together with:

(a) a reciprocal non-exclusive easement in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration for ingress and egress to and from the above described property; and

(b) a reciprocal right in common with other owners of Unit Ownership Estates pursuant to the aforesaid Declaration, their lessees, tenants, agents, servants, employees and invitees, to use the General Common Elements as designated in the recorded Declaration, subject only to reservations and exceptions reserved or excepted by prior owners of record.

The property submitted to the Unit Ownership Estates Act of Oklahoma by the aforementioned recorded Declaration consists of the following real property situation in Tulsa County, State of Oklahoma, to-wit:

A tract of land being a part of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot Six (6), Block Two (2), EL PASEO, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma; thence due East a distance of 552.43 feet to the Northeast corner of said Lot Six (6), Block Two (2); thence South 00°00'49" West along the East line thereof a distance of 143.00 feet; thence due West a distance of 337.97 feet; thence due North a distance of 10.00 feet; thence due West a distance of 132.00 feet; thence due North a distance of 8.00 feet; thence due West a distance of 82.43 feet to a point on the West line of said Lot Six (6), Block Two (2); thence due North

a distance of 125.00 feet to the POINT OF BEGINNING, and containing 76,191.319 square feet, of 1.75 acres, more or less,

("Property No. 2")

9. That Edmond Inns is in default under the terms and conditions of Note No. 2 and Mortgage No. 2 and there remains an amount outstanding pursuant to Note No. 2 of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid.

10. On July 21, 1986, Edmond Inns executed and delivered to Victor Federal a promissory note in the principal amount of \$300,000 together with interest at the rate of 12.5% per annum ("Note No. 3").

11. That Edmond Inns is in default under the terms and conditions of Note No. 3 and there remains an amount outstanding under Note No. 3 of \$300,000 plus interest and penalties through January 15, 1989, of \$53,838.49 plus continuing interest at the rate of \$116.43 per diem from January 15, 1989, until paid.

12. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a certain guaranty agreement in which he unconditionally guaranteed the payment of all amounts owed by Edmond Inns to Victor Federal and A. J. DiGeronimo, despite demands, has failed to satisfy the indebtedness evidenced by Note No. 1, Note No. 2 and Note No. 3 and is in default under said guaranty.

13. That the FSLIC as receiver for Victor should be granted judgment in personam and in rem against Edmond Inns and

A. J. DiGeronimo for the amounts outstanding pursuant to Note No. 1, Note No. 2 and Note No. 3 set forth above, together with all costs of this action including a reasonable attorney's fee.

14. That the FSLIC as receiver for Victor has first and valid liens on Property No. 1 and Property No. 2 which are superior to any rights, titles, interests or liens of any party herein and, therefore, the FSLIC as receiver for Victor should be granted judgment in rem against all Defendants and parties named herein, foreclosing its superior mortgages in and to Property No. 1 and Property No. 2. That Frances E. DiGeronimo has disclaimed any right, title or interest she may have in and to Property No. 1 and Property No. 2.

FINDINGS AS TO CASE NO. 88-C-1069-B

15. That on or about December 23, 1985, Edmond Inns executed and delivered a certain promissory note to Victor Federal in the principal sum of \$2,650,000 together with interest at the rate of 11.5% per annum ("Note No. 4").

16. That Edmond Inns is in default under the terms and conditions of Note No. 4 and there remains an amount outstanding under Note No. 4 of \$2,650,000 plus interest and penalties through January 15, 1989, of \$486,565.66 plus continuing interest at the rate of \$900.95 per diem from January 15, 1989, until paid.

17. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a certain guaranty agreement in which he unconditionally guaranteed the payment of all amounts owed by Edmond Inns to Victor Federal and A. J. DiGeronimo, despite

demands, has failed to satisfy the indebtedness evidenced by Note No. 4 and is in default under said guaranty.

18. That the FSLIC as receiver for Victor should be granted judgment in personam against A. J. DiGeronimo for all amounts outstanding under Note No. 4 as set forth above provided, however, that A. J. DiGeronimo be allowed to credit to said judgment the fair market value of any property securing Note No. 4.

19. On February 20, 1986, February 24, 1986, and July 3, 1986, A. J. DiGeronimo executed and delivered to Victor Federal certain guaranty agreements which unconditionally guaranteed the payment of all indebtedness owed by Cape Cod Inns of Georgia Inc. ("Cape Cod Inns") to Victor Federal.

20. That Cape Cod Inns is in default under the terms and conditions of its obligations to Victor Federal and there remains a total amount outstanding under the obligations of Cape Cod Inns of \$2,913,500 together with interest and penalties through January 15, 1989, of \$644,861.28 together with continuing interest at the rate of \$1,027.27 per diem from January 15, 1989, until paid.

21. That A. J. DiGeronimo, despite demands, has failed to fulfill his obligations as a guarantor of the indebtedness of Cape Cod Inns and the FSLIC as receiver for Victor should be granted judgment against A. J. DiGeronimo for all outstanding indebtedness of Cape Cod Inns as set forth above provided, however, that A. J. DiGeronimo be allowed to credit to said

judgment the fair market value of any property securing the indebtedness of Cape Cod Inns.

FINDINGS AS TO CASE NO. 88-C-1070-B

22. On June 28, 1985, A. J. DiGeronimo executed and delivered to Victor Federal a promissory note in the principal sum of \$200,000 together with interest at the rate of 12% per annum ("DiGeronimo Note").

23. That A. J. DiGeronimo is in default under the terms and conditions of the DiGeronimo Note and there remains a current balance outstanding under the DiGeronimo Note of \$200,000 plus interest and penalties through January 15, 1989, of \$48,197.23 plus continuing interest at the rate of \$65.75 per diem from January 15, 1989, until paid.

24. That the FSLIC as receiver for Victor should be granted judgment against A. J. DiGeronimo for the amounts outstanding under the DiGeronimo Note as set forth above together with all costs of this action including a reasonable attorney's fee.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor have and recover a judgment in personam and in rem against Edmond Inns, Inc. and A. J. DiGeronimo as follows:

(A) For the principal sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid;

(B) For the principal sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing

interest at the rate of \$43.39 per diem from January 15, 1989, until paid; and

(C) For the principal sum of \$300,000 plus interest and penalties through January 15, 1989, of \$53,838.49 plus continuing interest at the rate of \$116.43 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor has a valid first lien on Property No. 1 described above securing the judgment entered herein in the principal sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid, which is prior to the rights, titles, interests and liens of all Defendants and parties herein and, therefore, is entitled to a judgment in rem against all Defendants foreclosing said first lien.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the FSLIC as receiver for Victor has a valid first lien on Property No. 2 described above, securing the judgment entered herein in the principal sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid, which is prior to the rights, titles, interests and liens of all Defendants and parties herein and, therefore, is entitled to a judgment in rem against all Defendants foreclosing said first lien.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the rights, titles, interests and liens of all parties herein be foreclosed upon Property No. 1 and Property No. 2 described above and, upon a Praecipe being filed, that a Special Execution and Order of Sale shall be issued by the Clerk of this Court, directing the United States Marshal to levy upon, advertise and sell Property No. 1 and Property No. 2 after due legal appraisalment and to pay the proceeds of such sale to the Clerk of this Court for application and distribution as hereinafter set out.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the order of priority of liens of the parties and the order of the distribution of proceeds of the sale of Property No. 1 are as follows: (a) first to the payment of delinquent ad valorem taxes due the County Treasurer of Tulsa County, Oklahoma; (b) second, to the payment of the judgment lien of the FSLIC as receiver for Victor in the sum of \$163,000 plus interest and penalties through January 15, 1989, of \$37,099.35 plus continuing interest at the rate of \$50.11 per diem from January 15, 1989, until paid, together with all costs of this action including a reasonable attorneys' fees; (d) third, the balance, if any, to be paid to the Clerk of this Court to await the further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that the order of priority of liens of the parties and the order of distribution of proceeds of the sale of Property No. 2 are as follows: (a) first to the

payment of delinquent ad valorem taxes due the County Treasurer of Tulsa County, Oklahoma; (b) second to the payment of the judgment lien of the FSLIC as receiver for Victor in the sum of \$141,000 plus interest and penalties through January 15, 1989, of \$32,226.35 plus continuing interest at the rate of \$43.39 per diem from January 15, 1989, until paid, together with all costs of this action including a reasonable attorneys' fees; (c) third the balance, if any, to be paid to the Clerk of this Court to await the further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that, upon confirmation of the sale of Property No. 1 and Property No. 2, each and every party herein shall be forever barred, foreclosed and enjoined from asserting their claim in any right, title, interest, estate or equity of redemption in and to Property No. 1 or Property No. 2 or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1067-B, that, upon confirmation of the sale of Property No. 1 and Property No. 2, the United States Marshal for the Northern District of Oklahoma shall execute and deliver a good and sufficient deed to Property No. 1 and Property No. 2 to the purchaser(s) thereof, conveying all right, title, interest, estate and equity of redemption of each of the parties herein and each and all parties claiming under them since the filing of the Petition in this suit, in and to Property No. 1 and Property No. 2 described above and, that upon application of the purchaser(s), the Clerk of this Court shall issue a writ of

assistance to the United States Marshal who shall thereupon and forthwith place said property in full and complete possession and enjoyment of said purchaser(s).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1069-B, that the FSLIC as receiver for Victor have and recover a judgment in personam against A. J. DiGeronimo for the principal sum of \$2,650,000 together with interest and penalties through January 15, 1989, of \$486,565.66 plus continuing interest at the rate of \$900.95 per diem from January 15, 1989, until paid and for the principal sum of \$2,913,500 together with interest and penalties through January 15, 1989, of \$644,861.28 together with continuing interest at the rate of \$1,027.27 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court, in connection with Case No. 88-C-1070-B, that the FSLIC as receiver for Victor have and recover a judgment in personam against A. J. DiGeronimo for the principal sum of \$200,000 plus interest and penalties through January 15, 1989, of \$48,197.43 plus continuing interest at the rate of \$65.75 per diem from January 15, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the FSLIC as receiver for Victor have and recover a judgment against Edmond Inns and A. J. DiGeronimo for all costs of this

action and reasonable attorneys' fees in an amount to be determined upon application by the FSLIC as receiver for Victor.


United States District Court Judge

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

SAMSON RESOURCES COMPANY,

Plaintiff,

v.

ENRON OIL & GAS COMPANY,
a corporation,

Defendant.

JAN 11 1989
U.S. DISTRICT COURT

Case No. 89-C-708-C

DEFENDANT'S NOTICE OF DISMISSAL WITHOUT PREJUDICE

COMES NOW defendant Enron Oil & Gas Company, and pursuant to Fed. R. Civ. P. 41 does hereby file its Notice of Dismissal Without Prejudice of its Counterclaim against Samson Resources Company in the above-referenced case.

Respectfully submitted,

HALL, ESTILL, HARDWICK, GABLE,
GOLDEN & NELSON, P.C.

By William G Bernhardt

J. Kevin Hayes
William G. Bernhardt
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74172
(918) 588-2700

ATTORNEYS FOR DEFENDANT ENRON OIL &
GAS COMPANY

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing instrument was properly mailed to R. K. Pezold, Brune, Pezold, Richey & Lewis, 700 Sinclair Building, Six East 5th Street, Tulsa, Oklahoma 73103, on this 2nd day of November, 1989.

William G Bernhardt

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

FILED

NOV 1 1989

TRULIN KINSER and WILMA
KINSER, husband and wife,

Plaintiffs,

vs.

HAMM & PHILLIPS SERVICE CO.,
CNA INSURANCE COMPANY; and
STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendants.

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

No. 89 C 117 E

ORDER

AFTER REVIEW of the Stipulation of Dismissal with Prejudice of all Claims of all Parties, and noting that said Stipulation has been approved and signed by all parties, the Court finds that a compromise settlement of all claims arising from the accident at issue has been reached between the parties.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that all claims of all parties arising from the accident at issue are dismissed with prejudice to the refiling of said claims.

M. JAMES O. ELLISON

JUDGE OF THE DISTRICT COURT

APPROVED:

Wilma Kinser
WILMA KINSER, Plaintiff

Trulin Kinser
TRULIN KINSER, Plaintiff

Bruce Swenson
BRUCE SWENSON, Attorney for
Plaintiffs

Melvin Weiman
MELVIN WEIMAN, Attorney for
Defendants, Hamm & Phillips
Service Co. and CNA Ins. Co.

Kenneth J. Irwin
KENNETH J. IRWIN, Attorney
for Defendant, State Farm
Mutual Automobile Ins. Co.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 KATHY LEE STEPHENS,)
 a/k/a KATHY STARLING,)
 a/k/a KATHY LEE STARLING,)
)
 Defendant.)

FILED

NOV 1 1989

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

CIVIL ACTION NO. 88-C-434-E

STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure the Plaintiff, United States of America, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, and the Defendant, Kathy Lee Stephens, a/k/a Kathy Starling, a/k/a Kathy Lee Starling, hereby stipulate to dismissal against the Defendant, without prejudice and without costs.

Executed on this 31st day of October, 1989.

TONY M. GRAHAM
United States Attorney


CATHERINE J. DEPEW
Assistant United States Attorney
Attorney for the UNITED STATES
OF AMERICA


KATHY LEE STEPHENS

JWN/lc
10/16/89

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

FILED

OCT 27 1989

EVERETT ORVILLE HEMANN, and)
MARIAN M. HEMANN, Plaintiff's Spouse,)
)
Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
Defendants.)

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

No. 88-C-701-E

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

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

M O T I O N

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

NOV 1 1989

O R D E R

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

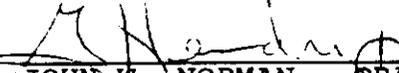
Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Vermont Talc, Inc.,
each party to bear its own costs.

S/ JAMES O. ELLISON

JAMES O. ELLISON
U.S. DISTRICT COURT JUDGE

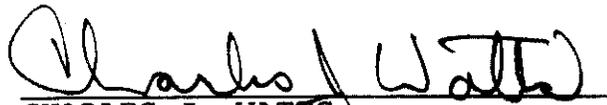
APPROVED:

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

LOONEY, NICHOLS, JOHNSON & HAYES
ATTORNEYS FOR VERMONT TALC, INC.

By: 

CHARLES J. WATTS
528 N.W. 12th
Oklahoma City, OK 73103
405/235-7641

JWN/lc
10/16/89

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

F I L E D

JOHN FREDRICK TYREE, and V. MAXINE TYREE,)
Plaintiff's Spouse,)
)
) Plaintiffs,)
)
vs.)
)
ANCHOR PACKING COMPANY, et al.,)
)
) Defendants.)

OCT 27 1989

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

No. 88-C-699-E

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

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

M O T I O N

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

F I L E D

OCT 1 1989

O R D E R

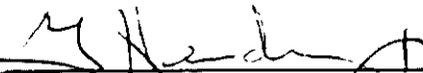
Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Vermont Talc, Inc.,
each party to bear its own costs.

JAMES O. ELLISON

JAMES O. ELLISON
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

LOONEY, NICHOLS, JOHNSON & HAYES
ATTORNEYS FOR VERMONT TALC, INC.

By: 
CHARLES J. WATTS
528 N.W. 12th
Oklahoma City, OK 73103
405/235-7641

JWN/lc
10/16/89

FILED

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

OCT 27 1989

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

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

No. 88-C-555-E

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

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

M O T I O N

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

FILED

NOV 1 1989

O R D E R

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

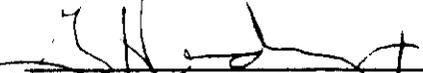
Upon the above and foregoing Joint and Stipulated Motion
for Order of Dismissal Without Prejudice, the above-styled action
is hereby dismissed without prejudice as to Vermont Talc, Inc.,
each party to bear its own costs.

S/ JAMES O. ELLISON

JAMES O. ELLISON
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

LOONEY, NICHOLS, JOHNSON & HAYES
ATTORNEYS FOR VERMONT TALC, INC.

By: 

CHARLES J. WATTS
528 N.W. 12th
Oklahoma City, OK 73103
405/235-7641

FILED

NOV 1 1989

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

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

GERALDINE PARKER,)
)
 Plaintiff,)
)
 vs.)
)
 JACK TAR VILLAGE RESORTS,)
)
 Defendant.)

No. 89-C-245-B

J U D G M E N T

In accord with the Order filed September 26, 1989, sustaining the Defendant's Motion for Summary Judgment, the Court hereby enters judgment in favor of the Defendant, Jack Tar Village Resorts, and against the Plaintiff, Geraldine Parker. Plaintiff shall take nothing of her claim. Costs are assessed against the Plaintiff and each party is to pay its respective attorney's fees.

Date, this 15th day of November, 1989.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE