

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

KIP W. SYLVESTER,)
)
 Plaintiff,)
)
 v.)
)
 DR. BARNES, COUNTY DOCTOR)
 and COUNTY NURSES,)
)
 Defendants.)

89-C-8-C ✓
89-C-445-C ✓
Consolidated

FILED

MAY 18 1990 A

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

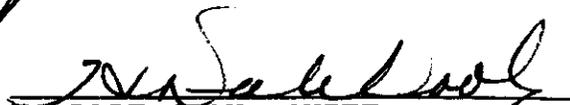
ORDER

The court has for consideration the Report and Recommendation of the Magistrate filed April 10, 1990, in which the Magistrate recommended that this case be dismissed, because plaintiff cannot be located and has shown no interest in prosecuting this action. 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 this case is dismissed, because plaintiff cannot be located and has shown no interest in prosecuting this action.

Dated this 16th day of May, 1990.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

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

MEEGAN RENEE HONEYMAN,

Plaintiff,

vs.

WEST AMERICAN INSURANCE
COMPANY,

Defendant.

Case No. 89-C-777-C✓

F I L E D

MAY 18 1990 A

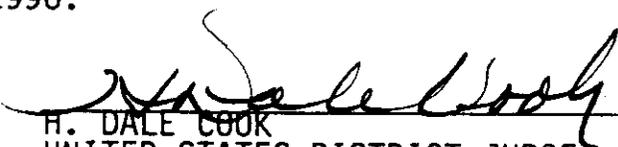
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, the parties have submitted their joint Stipulation in this case reciting that they have entered into a settlement of all the claims and causes of action of the Plaintiff against the Defendant and the Plaintiff has executed a Policy Release and that all the claims and causes of action heretofore asserted are now moot and this cause should be dismissed with prejudice. The Court finds that such Stipulation of the parties should be approved and that this case should be dismissed accordingly.

BE IT, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the claims and causes of action of the Plaintiff be and the same are hereby and by these presents dismissed with prejudice and the Defendant is hereby and by these presents dismissed without further liability.

Dated this 16th day of May, 1990.


H. DALE COOK
UNITED STATES DISTRICT JUDGE

APPROVED:



STEPHEN L. ANDREW,
Attorney for Plaintiff.



DAVID H. SANDERS,
Attorney for Defendant.

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

KIP W. SYLVESTER,)
)
 Plaintiff,)
)
 v.)
)
 DR. BARNES, COUNTY DOCTOR)
 and COUNTY NURSES,)
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 Defendants.)

89-C-8-C
89-C-445-C
Consolidated

FILED

MAY 18 1990

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

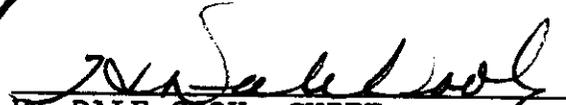
ORDER

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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 this case is dismissed, because plaintiff cannot be located and has shown no interest in prosecuting this action.

Dated this 16th day of May, 1990.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

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

FILED

MAY 18 1990

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

BIZJET INTERNATIONAL SALES &)
SUPPORT, INC., an Oklahoma)
corporation,)

Plaintiff,)

v.)

Case No. 89-C-885-C ✓

MULTISTATE SERVICES, INC.,)
an Oregon corporation; KEITH)
SMITH, a/k/a H. KEITH SMITH;)
REYNA FINANCIAL CORPORATION,)
an Ohio corporation; JET)
AVIATION ASSOCIATES, LTD.;)
THE FARMERS & MERCHANTS)
NATIONAL BANK, a national)
banking corporation; and)
SOUTHCOAST BANK CORP., a)
Florida corporation,)

Defendants.)

ENTRY OF DEFAULT JUDGMENT BY CLERK

On this 18th day of May, 1990, having considered plaintiff's Request for Entry of Default Judgment by Clerk, as well as the pleadings and process filed in this action, it is hereby found as follows:

1. On October 20, 1989, plaintiff, Bizjet International Sales & Support, Inc. ("Bizjet"), commenced this action against defendant Keith Smith, a/k/a H. Keith Smith ("Smith"), and others.

2. On April 22, 1990, defendant Smith was served with a copy of the Complaint in this action, together with Alias Summons. Service was effected by personal service.

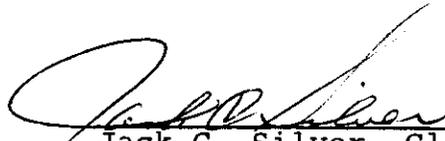
3. Return of service was duly filed with the Court on April 24, 1990.

4. Defendant Smith has failed to answer, plead or otherwise appear or respond within the 20-day period required by Fed. R. Civ. P. 12(a).

5. Defendant Smith is an individual and is not an infant or incompetent person.

6. Pursuant to Fed. R. Civ. P. 55(b)(1), the Clerk has the power to enter a judgment by default.

IT IS THEREFORE ORDERED that defendant, Keith Smith, a/k/a H. Keith Smith, is in default and that plaintiff, Bizjet International Sales & Support, Inc., is awarded judgment against Smith in the amount of \$42,551.24, plus per diem interest of \$13.57 accruing from January 13, 1990, until paid.



Jack C. Silver, Clerk of the
United States District Court,
Northern District of Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

ALFRED DAVID JOHNSON; GAIL M.)
BILLS a/k/a GAIL BILLS a/k/a)
GAYLE BILLS a/k/a GAIL JOHNSON;)
FORD CONSUMER CREDIT COMPANY;)
COUNTY TREASURER, Tulsa County,)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Tulsa County,)
Oklahoma;)

Defendants.)

CIVIL ACTION NO. 89-C-599-B

MAY 18 1990
COURT

AMENDED JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 18 day
of May, 1990. 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, Alfred David Johnson; Gail M. Bills
a/k/a Gail Bills a/k/a Gayle Bills a/k/a Gail Johnson, and Ford
Consumer Credit Company, appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendant, Ford Consumer Credit
Company, was served with Summons and Complaint on August 29,
1989; that Defendant, County Treasurer, Tulsa County, Oklahoma,
acknowledged receipt of Summons and Complaint on July 24, 1989;

and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on July 21, 1989.

The Court further finds that the Defendants, Alfred David Johnson and Gail M. Bills a/k/a Gail Bills a/k/a Gayle Bills a/k/a Gail Johnson, 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 November 17, 1989, and continuing to December 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 Defendants, Alfred David Johnson and Gail M. Bills a/k/a Gail Bills a/k/a Gayle Bills a/k/a Gail Johnson, 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, Alfred David Johnson and Gail M. Bills a/k/a Gail Bills a/k/a Gayle Bills a/k/a Gail Johnson. 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 August 4, 1989; and that the Defendants, Alfred David Johnson and Gail M. Bills a/k/a Gail Bills a/k/a Gayle Bills a/k/a Gail Johnson, and Ford Consumer Credit Company, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that on February 6, 1987, Gail M. Bills filed her voluntary petition in bankruptcy in Chapter 7 in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 87-00270. On May 7, 1987, the United States Bankruptcy Court for the Northern District of Oklahoma entered the Discharge of Debtor releasing the debtor 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 Seven (7), Block Forty-six (46), VALLEY VIEW ACRES SECOND ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

The Court further finds that on April 19, 1975, Alfred David Johnson 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 \$10,500.00, 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, Alfred David Johnson 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 April 19, 1975, covering the above-described property. Said mortgage was recorded on April 23, 1975, in Book 4161, Page 2132, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Alfred David Johnson, 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, Alfred David Johnson, is

indebted to the Plaintiff in the principal sum of \$9,419.54, plus interest at the rate of 8.5 percent per annum from March 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, Gail M. Bills a/k/a Gail Bills a/k/a Gayle Bills a/k/a Gail Johnson and Ford Consumer Credit Company, are in default and have no right, title, or interest in the subject real property.

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 the Defendant, Alfred David Johnson, in the principal sum of \$9,419.54, plus interest at the rate of 8.5 percent per annum from March 1, 1988 until judgment, plus interest thereafter at the current legal rate of 7.74 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, Gail M. Bills a/k/a Gail Bills a/k/a Gayle Bills a/k/a Gail Johnson, Ford Consumer Credit Company 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.

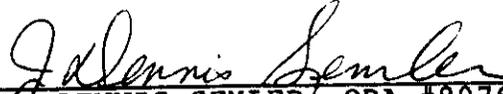
S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



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-599-B

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
NORMAN M. MILLER; DORIS J.)
MILLER; COUNTY TREASURER,)
Tulsa County, Oklahoma; and)
BOARD OF COUNTY COMMISSIONERS,)
Tulsa County, Oklahoma,)
)
Defendants.)

FILED

MAY 18 1990

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

CIVIL ACTION NO. 89-C-847-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 18 day
of May, 1990. 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 Defendants, Norman M. Miller and Doris J. Miller,
appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendants, Norman M. Miller and
Doris J. Miller, were served with Summons and Complaint on
December 1, 1989; that the Defendant, County Treasurer, Tulsa
County, Oklahoma, acknowledged receipt of Summons and Complaint
on October 13, 1989; and that the Defendant, Board of County
Commissioners, Tulsa County, Oklahoma, acknowledged receipt of
Summons and Complaint on October 13, 1989.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on October 27, 1989; and that the Defendants, Norman M. Miller and Doris J. Miller, 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 Two (2), Block Four (4), APPALOOSA ACRES THIRD, an addition to the Town of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

The Court further finds that on June 14, 1980, the Defendants, Norman M. Miller and Doris J. Miller, executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$34,000.00, payable in monthly installments, with interest thereon at the rate of eleven and one-half percent (11.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Norman M. Miller and Doris J. Miller, executed and delivered to the United States of America, acting through the Farmers Home Administration, a mortgage dated June 14, 1980, covering the above-described property. Said mortgage was recorded on June 16, 1980, in Book 4479, Page 2224, in the records of Tulsa County, Oklahoma.

The Court further finds that on August 30, 1980, Defendants, Norman M. Miller and Doris J. Miller, 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 on July 29, 1982, Defendants, Norman M. Miller and Doris J. Miller, 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 on October 27, 1982, Defendants, Norman M. Miller and Doris J. Miller, 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 on August 17, 1984, Defendants, Norman M. Miller and Doris J. Miller, 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 on November 28, 1984, Defendants, Norman M. Miller and Doris J. Miller, 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 on October 11, 1985, Defendants, Norman M. Miller and Doris J. Miller, 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 the Defendants, Norman M. Miller and Doris J. Miller, 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, Norman M. Miller and Doris J. Miller, are indebted to the Plaintiff in the principal sum of \$33,710.99, plus accrued interest in the amount of \$10,356.81 as of May 1, 1989, plus interest accruing thereafter at the rate of 11.5 percent per annum or \$10.6213 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 \$16,486.08, 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 the Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$480.00, plus penalties and

interest, for the year 1988. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, claims no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Norman M. Miller and Doris J. Miller, in the principal sum of \$33,710.99, plus accrued interest in the amount of \$10,356.81 as of May 1, 1989, plus interest accruing thereafter at the rate of 11.5 percent per annum or \$10.6213 per day until judgment, plus interest thereafter at the current legal rate of 8.32 percent per annum until fully paid, and the further sum due and owing under the interest credit agreements of \$16,486.08, plus interest on that sum at the current legal rate of 8.32 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 Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$480.00, plus penalties and interest, for ad valorem taxes for the year 1988, plus the costs of this action.

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

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Norman M. Miller and Doris J. Miller, 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 Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$480.00, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

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

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

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

Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

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-847-B

F I L E D

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA **MAY 17 1990**

SIDNEY DAWSON,

Plaintiff,

-vs-

CITY OF TULSA, a municipality ,
and EMILY WARNER, individually
and in her official capacity,

Defendants.

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

No. 89-C-400 E

CONSENT DECREE

The Plaintiff, Sidney Dawson, filed a Complaint herein on May 12, 1989, seeking a declaratory judgment and injunction relating to Defendant's alleged violations of 42 U.S.C., §§ 1981 and 1983 and the Fourteenth Amendment, primary placement, reinstatement, back pay, front pay, compensatory and punitive damages, costs, and fees in connection with Plaintiff's termination of employment from Defendant City of Tulsa in August of 1987. The Plaintiff and Defendant City of Tulsa have consented to the making and the entry of this Consent Decree without trial and without adjudication of any issue of fact or law herein. The Court, having considered the matter and being fully advised, orders, adjudges and decrees as follows.

1. The Court has jurisdiction of the subject matter of this case and the parties hereto. The Complaint properly states claims for relief under the theories presented in the Complaint.

2. The Defendant, City of Tulsa, shall pay to the Plaintiff the sum of \$26,250.00 as reasonable damages and reasonable attorney fees to be set by the Court upon application by Plaintiff.

3. The Defendant, Emily Warner, shall be dismissed with prejudice from this lawsuit as no wrongdoing in connection with this matter is attributable to her.

4. This Consent Decree shall not constitute an admission of liability or fault upon the part of the Defendant, City of Tulsa.

5. This Consent Decree shall include and cover all issues of fact and law raised by Plaintiff and those raised by Defendants and shall act as a final judgment as to all such issues.

DATED this 9th day of May, 1990.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

Sidney Dawson
SIDNEY DAWSON, Plaintiff

Melvin C. Hall
MELVIN C. HALL,
Attorney for Plaintiff

Martha Rupp Carter
MARTHA RUPP CARTER, Assistant
City Attorney and Attorney
for Defendant, City of Tulsa

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

F I L E D

MAY 17 1990 *dt*

BEVERLY JANE RUSSELL,)
)
 Plaintiff,)
)
 vs.)
)
 RYAN P. CURRY, et al.,)
)
 Defendants.)

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

No. 89-C-272-E ✓

ADMINISTRATIVE CLOSING ORDER

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS THEREFORE ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation, order, judgment, or for any other purpose required to obtain a final determination of the litigation. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within thirty (30) days that settlement has not been completed and further litigation is necessary.

ORDERED this 15th day of May, 1990.



JAMES G. ELLISON
UNITED STATES DISTRICT JUDGE

~~FILED~~

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

MAY 10 1990
Jack C. Silver, Clerk
U.S. DISTRICT COURT

SIDNEY DAWSON,)
)
Plaintiff,)
)
-vs-)
)
CITY OF TULSA, a municipality,)
and EMILY WARNER, individually)
and in her official capacity,)
)
Defendants.)

No. 89-C-400 E
FILED
MAY 17 1990
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL OF ALL CLAIMS OF PLAINTIFF
AS TO EMILY WARNER WITH PREJUDICE

This matter comes on before the Court upon filing of the Stipulation for Dismissal With Prejudice as against Defendant, Emily Warner. The Court, being fully advised in the premises and good cause having been shown, hereby orders as follows:

IT IS HEREBY ORDERED AND ADJUDGED that all claims and causes of action of Plaintiff, Sidney Dawson, in the above-referenced action shall be and are hereby dismissed with prejudiced as to Defendant, Emily Warner.

IT IS FURTHER ORDERED AND ADJUDGED that no party shall be entitled to attorney fees or costs as a result of this Order.

DATED this 9th day of May,
1990.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA MAY 17 1990

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

THRIFTY RENT-A-CAR SYSTEM, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
v.)
)
JOHN W. LEHANEY and ACME AUTO)
LEASING OF FAIRFIELD COUNTY,)
INC., a Connecticut corporation,)
)
Defendants.)

Case No. 89-C 821 B

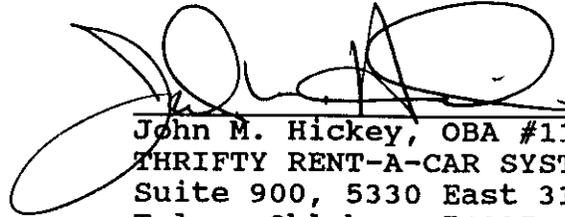
NOTICE OF DISMISSAL WITHOUT PREJUDICE

COMES NOW, the Plaintiff, Thrifty Rent-A-Car System, Inc. ("Thrifty") and files its Notice of Dismissal Without Prejudice in this matter pursuant to Rule 41(1) of the Federal Rules of Civil Procedure and states as follows:

1. On October 2, 1989, Thrifty filed a Complaint herein against the Defendant John W. Lehaney ("Lehaney"). On November 30, 1989 Lehaney filed for bankruptcy in the United States Bankruptcy Court for the District of Connecticut. On March 23, 1990 the United States Bankruptcy Court discharged Lehaney.

2. No answer or motion for summary judgment has been served upon Thrifty by Lehaney. Pursuant to Rule 41(1) of the Federal Rules of Civil Procedure, Thrifty is entitled to voluntarily dismiss this action, without further action of this Court.

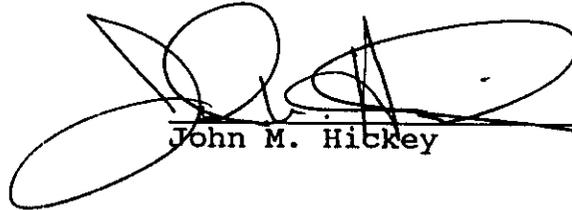
WHEREFORE, Thrifty advises the Court that it is filing its
voluntary Notice of Dismissal Without Prejudice.



John M. Hickey, OBA #11100
THRIFTY RENT-A-CAR SYSTEM, INC.
Suite 900, 5330 East 31st Street
Tulsa, Oklahoma 74135
(918) 665-3930

CERTIFICATE OF MAILING

The undersigned certifies that a true and correct copy of
the Notice of Dismissal Without Prejudice was mailed with
proper postage thereon, fully prepaid to John W. Lehaney, 94
Country Road, Fairfield, Connecticut 06430, this 17 day of
May, 1990.



John M. Hickey

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

FILED

MAY 16 1990

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

LESTA MALOY,)
)
 Plaintiff,)
)
 vs.)
)
 CHISHOLM ENTERPRISES, INC.,)
 d/b/a PIZZA HUT OF PAWHUSKA,)
)
 Defendant.)

No. 90-C-283-C ✓

ORDER

Now before the Court is the motion of the plaintiff to remand. Plaintiff filed this action in state court on July 24, 1989, alleging that she was discharged for exercising her rights under Oklahoma's workers' compensation laws, which discharge is itself a violation of those laws. See 85 O.S. §§5-6. The petition merely alleged damages "in excess of \$10,000." Defendant filed its Notice of Removal on March 29, 1990. Defendant asserts that removal was timely under 28 U.S.C. §1446(b) because it was only through discovery responses that defendant was able to ascertain removability. There appears to be a split of authority on the issue. See Rollwitz v. Burlington Northern Railroad, 507 F.Supp. 582, 585-86 (D.Mont. 1981). cf. DeBry v. Transamerica Corp., 601 F.2d 480 (10th Cir. 1979). The Court need not resolve it, however,

because the case should be remanded on another basis raised in plaintiff's motion.

Plaintiff relies upon 28 U.S.C. §1445(c) which provides:

A civil action in any State court arising under the workmen's compensation laws of such State may not be removed to any district court of the United States.

In Kemp v. Dayton Tire and Rubber Co., 435 F.Supp. 1062 (W.D.Okla. 1977), Judge Daugherty ruled that an action under 85 O.S. §§5 and 6 arose under the workers' compensation laws and thus was not removable. Kemp represents the majority rule. See Soto v. Tonka Corp., 716 F.Supp. 977 (W.D. Tex. 1989) (citing cases).

Defendant in the case at bar refers to Richardson v. Owens-Illinois Glass Container, Inc., 698 F.Supp. 673 (W.D.Tex. 1988), which held that a similar action under Texas law was removable. This Court does not find Richardson persuasive. It relies primarily upon Texas state court cases, which have no bearing upon federal statutory interpretation. Further, the two federal cases cited by the Richardson court are distinguishable. Both Smith v. Union Carbide Corp., 664 F.Supp. 290 (E.D.Tenn. 1987) and Waycaster v. AT&T Technologies, Inc., 636 F.Supp. 1052 (N.D.Ill. 1986), aff'd 822 F.2d 1091 (7th Cir. 1987), deal with situations in which the tort of retaliatory discharge was judicially created and not part of the statutory workers' compensation scheme. See Wallace v. Ryan-Walsh Stevedoring Co., Inc., 708 F.Supp. 144 (E.D.Tex. 1989). Accordingly, the Court has concluded that plaintiff's motion is well taken.

The briefing on this motion led to an unfortunate exchange between counsel. In view of the fact that plaintiff has requested attorney fees, the Court will address it. Plaintiff's two-page brief in support of its motion to remand cited no case authority whatsoever, but merely relied upon the statutory language. In its opposition brief, defendant placed great reliance upon the Richardson decision. Plaintiff then filed a response brief which stated that "Richardson has been overruled", and expressed skepticism that defendant was unaware of the published decisions which rejected Richardson's rationale. Thereupon, defendant filed a reply brief, stating that plaintiff's statement was false and "taking offense" at any suggestion that defendant sought to mislead the Court.

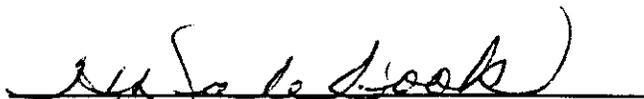
Without question, plaintiff's assertion that Richardson has been overruled is incorrect. One district court cannot overrule another. However, defendant's righteous indignation should have been tempered by a review of statements made in its initial brief. Defendant stated that Richardson was "outcome determinative" when applied to the case at bar (Opposition Brief at 6). Further, that after Richardson "the rationale and holding in Kemp are likewise invalid". (Id. at 6-7 n.1). A simple "Shepardizing" of Kemp reveals the statement as untenable. Even viewed in the most favorable light, defendant's research in its initial brief would not receive a passing grade in an introductory law school class. Only in its second brief did defendant acknowledge the "split of

authority in the Western District of Texas" on the issue. Defendant is not required to make plaintiff's argument for her, but silence is preferable to erroneous statements.

As for the request for fees, plaintiff did not cite any case authority in its initial brief, and made an obviously incorrect statement in its response brief. Under the circumstances, the parties will be returned to state court with no fees awarded. See Elkhart Co-op Equity Exchange v. Day, 716 F.Supp. 1384, 1388-89 (D.Kan. 1989) (generally, costs should be awarded only where non-removability was obvious or where removal was not sought in good faith).

It is the Order of the Court that the motion of the plaintiff, Lesta Maloy, to remand is hereby GRANTED. This action is hereby remanded to the District Court for Osage County.

IT IS SO ORDERED this 15th day of May, 1990.


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

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

UNITED STATES OF AMERICA

Plaintiff,

vs.

RICHARD C. ALMACK,

Defendant.

MAY 16 1990

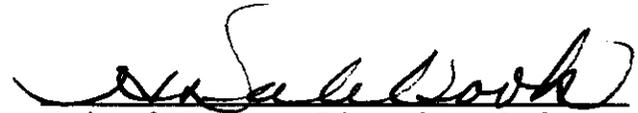
Jack C. Silver, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 90-C-286-C

ORDER OF DISMISSAL

Now on this 15th day of May, 1990, it appears that the Defendant in the captioned case has not been located within the Northern District of Oklahoma, and therefore attempts to serve Richard C. Almack have been unsuccessful.

IT IS THEREFORE ORDERED that the Complaint against Defendant, Richard C. Almack, be and is dismissed without prejudice.


United States District Judge

CJD/mp

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
FRED HENRY MORLEY, III a/k/a)
FRED MORLEY, III; JOYCE WOELLER)
a/k/a JOYCE STRAW a/k/a JOYCE A.)
STRAW f/k/a JOYCE ANN MORLEY)
f/k/a JOYCE MORLEY; COUNTY)
TREASURER, Ottawa County,)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Ottawa County,)
Oklahoma,)
)
Defendants.)

FILED

MAY 16 1990

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

CIVIL ACTION NO. 90-C-0130-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15 day
of May, 1990. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney; the Defendants, County Treasurer, Ottawa County,
Oklahoma, and Board of County Commissioners, Ottawa County,
Oklahoma, appear by Morland T. Barton, Assistant District
Attorney, Ottawa County, Oklahoma; and the Defendants, Fred Henry
Morley, III a/k/a Fred Morley, III and Joyce Woeller a/k/a Joyce
Straw a/k/a Joyce A. Straw f/k/a Joyce Ann Morley f/k/a Joyce
Morley, appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendant, Fred Henry Morley, III
a/k/a Fred Morley, III, acknowledged receipt of Summons and

Complaint on March 1, 1990; that the Defendant, Joyce Woeller a/k/a Joyce Straw a/k/a Joyce A. Straw f/k/a Joyce Ann Morley f/k/a Joyce Morley, acknowledged receipt of Summons and Complaint on March 3, 1990; and that Defendant, County Treasurer, Ottawa County, Oklahoma, acknowledged receipt of Summons and Complaint on February 15, 1990.

It appears that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, filed their Answer on April 27, 1990; and that the Defendants, Fred Henry Morley, III a/k/a Fred Morley, III and Joyce Woeller a/k/a Joyce Straw a/k/a Joyce A. Straw f/k/a Joyce Ann Morley f/k/a Joyce Morley, 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 Ottawa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot 9 in Block 5 in the LIBERTY HEIGHTS ADDITION, according to the Supplemental Plat of Blocks 2, 3, 4 and 5; the same being a replat of Blocks 2, 3, 4 and 5 of the Liberty Heights Addition to the City of Miami, Ottawa County, Oklahoma.

The Court further finds that on March 21, 1978, Fred Henry Morley, III and Joyce Ann Morley, 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

\$26,500.00, payable in monthly installments, with interest thereon at the rate of eight and one-half percent (8.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Fred Henry Morley, III and Joyce Ann Morley 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 March 21, 1978, covering the above-described property. Said mortgage was recorded on June 26, 1978, in Book 380, Page 252, in the records of Ottawa County, Oklahoma.

The Court further finds that the Defendants, Fred Henry Morley, III a/k/a Fred Morley, III and Joyce Woeller a/k/a Joyce Straw a/k/a Joyce A. Straw f/k/a Joyce Ann Morley f/k/a Joyce Morley, 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, Fred Henry Morley, III a/k/a Fred Morley, III and Joyce Woeller a/k/a Joyce Straw a/k/a Joyce A. Straw f/k/a Joyce Ann Morley f/k/a Joyce Morley, are indebted to the Plaintiff in the principal sum of \$21,845.58, plus interest at the rate of 8.5 percent per annum from February 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, Ottawa 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, Fred Henry Morley, III a/k/a Fred Morley, III and Joyce Woeller a/k/a Joyce Straw a/k/a Joyce A. Straw f/k/a Joyce Ann Morley f/k/a Joyce Morley, in the principal sum of \$21,845.58, plus interest at the rate of 8.5 percent per annum from February 1, 1988 until judgment, plus interest thereafter at the current legal rate of 8.70 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, Ottawa 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, Fred Henry Morley, III a/k/a Fred Morley, III and Joyce Woeller a/k/a Joyce Straw a/k/a Joyce A. Straw f/k/a Joyce Ann Morley f/k/a Joyce Morley, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

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

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

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


NANCY NESBITT BLEVINS, OBA #6634
Assistant United States Attorney


MORLAND T. BARTON, OBA #
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Miami County, Oklahoma

Judgment of Foreclosure
Civil Action No. 90-C-0130-C

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARTIN E. NEIMEYER
a/k/a MARTIN NEIMEYER

Defendant.

F I L E D

MAY 16 1990

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

) Civil Action No: 90-C-0033-C

DEFAULT JUDGMENT

This matter comes on for consideration this 15 day of May, 1990, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, and the Defendant, Martin E. Neimeyer, appearing not.

The Court being fully advised and having examined the court file finds that Defendant, Martin E. Neimeyer, was served with Summons and Complaint on January 24, 1990. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

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

Default Judgment
Page 2

Martin E. Neimeyer, for the principal amount of \$7,297.84, plus accrued interest of \$891.29 as of December 31, 1989, plus interest thereafter at the rate of 4.00 percent per annum until judgment, plus interest thereafter at the current legal rate of 8.70 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

United States District Judge

mlc

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DONALD MIKE BURRELL; DEE ANN)
 BURRELL; LARRY LON STOUT;)
 ELIZABETH FAYE STOUT; COUNTY)
 TREASURER, Tulsa County,)
 Oklahoma; and BOARD OF COUNTY)
 COMMISSIONERS, Tulsa County,)
 Oklahoma,)
)
 Defendants.)

F I L E D

MAY 16 1990

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

CIVIL ACTION NO. 89-C-858-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15th day
of May, 1990. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney; the Defendants, County Treasurer, Tulsa County,
Oklahoma, and Board of County Commissioners, Tulsa County,
Oklahoma, appear by J. Dennis Semler, Assistant District
Attorney, Tulsa County, Oklahoma; and the Defendants, Donald Mike
Burrell, Dee Ann Burrell n/k/a Dee Ann Harrington, Larry Lon
Stout and Elizabeth Faye Stout, appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendant, Donald Mike Burrell,
acknowledged receipt of Summons and Complaint on October 23,
1989; that the Defendant, Dee Ann Burrell n/k/a Dee Ann
Harrington, was served with Summons and Complaint on March 29,

1990; that the Defendants, Larry Lon Stout and Elizabeth Faye Stout, were served with Summons and Complaint on January 3, 1990; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on October 17, 1989; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on October 17, 1989.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on October 27, 1989; and that the Defendants, Donald Mike Burrell, Dee Ann Burrell n/k/a Dee Ann Harrington, Larry Lon Stout and Elizabeth Faye Stout, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that the Defendant, Dee Ann Burrell is now known as Dee Ann Harrington.

The Court further finds that on May 29, 1987, Dee Ann Burrell a/k/a Dee Ann Harrington filed her voluntary petition in bankruptcy in Chapter 7 in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 87-01446. On October 6, 1987, the United States Bankruptcy Court for the Northern District of Oklahoma entered a Discharge of Debtor releasing the debtor from all dischargeable debts. Subject bankruptcy case was closed on December 18, 1987.

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

Lot Three (3), Block Two (2), BUNKER HILL
ADDITION to the City of Tulsa, Tulsa County,
Oklahoma, according to the Recorded Plat
thereof.

The Court further finds that on May 21, 1984, Donald Mike Burrell and Dee Ann Burrell 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 \$17,500.00, payable in monthly installments, with interest thereon at the rate of twelve and one-half percent (12.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Donald Mike Burrell and Dee Ann Burrell 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 21, 1984, covering the above-described property. Said mortgage was recorded on May 21, 1984, in Book 4791, Page 1326, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Donald Mike Burrell and Dee Ann Burrell n/k/a Dee Ann Harrington, 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, Donald Mike Burrell and Dee Ann Burrell n/k/a Dee Ann Harrington, are indebted to the Plaintiff in the principal sum of \$15,210.55, plus interest at the rate of 12.5 percent per annum from November 1, 1988 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$191.00, plus penalties and interest, for the year 1989. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, claims no right, title, or interest in the subject real property.

The Court further finds that the Defendants, Larry Lon Stout and Elizabeth Faye Stout, are in default and therefore 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 against the Defendants, Donald Mike Burrell in personam and Dee Ann Burrell n/k/a Dee Ann Harrington in rem, in the principal sum of \$15,210.55, plus interest at the rate of 12.5 percent per annum from November 1, 1988 until judgment, plus interest thereafter at the current legal rate of 8.70 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$191.00, plus penalties and interest, for ad valorem taxes for the year 1989, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Larry Lon Stout, Elizabeth Faye Stout, 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 Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$191.00, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

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

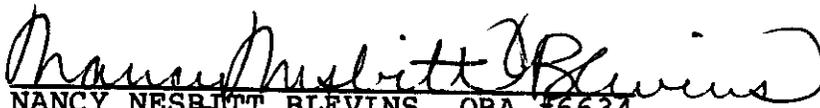
The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

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


UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


NANCY NESBITT BLEVINS, OBA #6634
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-858-C

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

FILED

MAY 16 1990

TOWN & COUNTRY BANK,)
)
 Plaintiff,)
)
 v.)
)
 DON ROBERT HEFNER, et al,)
)
 Defendants.)

88-C-1553-B

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

ORDER

The court has for consideration the Report and Recommendation of the Magistrate filed April 23, 1990, in which the Magistrate made recommendations with regard to the Motion to Confirm Sheriff's Sale filed by plaintiff, Federal Deposit Insurance Corporation. 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 objection to the Motion to Confirm Sheriff's Sale is overruled and the sale is hereby approved in all respects and confirmed. It is further Ordered that the Tulsa County Sheriff execute and deliver to the purchaser, Plaintiff, Federal Deposit Insurance Corporation ("FDIC"), a good and sufficient Sheriff's Deed for the property which is described as:

Lot Twenty-Six (26), Block Ten (10), PARK PLAZA SIX, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, a/k/a 4842 South 69th East Avenue, Tulsa, Oklahoma 74145.

It is further Ordered that the purchaser immediately be let into possession of the above-described property; that in the event the defendants fail to deliver possession of the above-described property within three (3) weeks from April 18, 1990, that the Clerk of the Court issue a Writ of Assistance to the Sheriff of Tulsa County, Oklahoma, directing the Sheriff to place the purchaser in full possession thereof; and all of the parties to this action, and each of them, and every person who has come into possession of said property, or any part thereof, under any of the parties to this action since the commencement of this action shall, upon presentation of such Writ of Assistance, immediately deliver possession thereof to the purchaser; and the refusal of any party to this action or anyone in possession of said premises, or any part thereof, under them, as aforesaid, to deliver immediate possession of said property and improvements to the purchaser shall constitute contempt of this court.

It is further Ordered that the defendants' Request for Settlement Conference and Stay of Execution is denied.

Dated this 16 day of May, 1990.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

entered

already closed

FILED

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA MAY 16 1990**

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

C & S EQUIPMENT, INC.,
an Oklahoma corporation,

Plaintiff,

vs.

MICHAEL T. RAWLINS, et al.,

Defendants.

No. 89-C-1018-C

ORDER

Before the Court is plaintiff's motion to assess costs and expenses. On February 26, 1990, the Court entered an Order granting plaintiff's motion to remand. On March 13, 1990, plaintiff filed the present motion seeking costs and expenses against defendant Paviter Corporation for "improvident and improper removal".

Upon review, the Court denies the motion for two reasons. First, most courts have held that in general costs should be awarded only where non-removability was obvious or where removal was not sought in good faith. See, e.g., Elkhart Co-Op Equity Exchange v. Day, 716 F.Supp. 1384, 1388-89 (D.Kan. 1989). The Court does not find that such a standard has been met in this case. Second, the Court entered its remand Order on February 26, 1990. On March 2, 1990, the Court Clerk transmitted the case file and a certified copy of the remand Order to the Ottawa County Court Clerk. This Court has thus been divested of jurisdiction. See

Seedman v. United States Dist. Court, 837 F.2d 413, 414 (9th Cir. 1988).

It is the Order of the Court that the motion of the plaintiff for costs and expenses is hereby DENIED.

IT IS SO ORDERED this 15th day of May, 1990.


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

agreed that certain violations of the Food Stamp Program occurred and that the Plaintiff should be disqualified from participation in the Food Stamp Program for a period of two (2) years. The parties have further agreed that said two-year disqualification period should commence on September 22, 1989, which was the effective date of the disqualification. In other words, the parties have agreed that the Plaintiff may begin participating in the Food Stamp Program administered by the Food and Nutrition Service on or after September 23, 1991. The Plaintiff further agrees that upon its reentry into participation in the Food Stamp Program, that it will observe and abide by all rules and regulations established by the Food and Nutrition Service relating to the administration of the Food Stamp Program.

It is therefore ORDERED, ADJUDGED AND DECREED that the Plaintiff shall be disqualified from the Food Stamp Program administered by the Food and Nutrition Service for a period of two years, with said two-year period commencing to run on September 22, 1989, with each party to bear its own costs and fees in regard to this action.


UNITED STATES DISTRICT JUDGE

UNITED STATES OF AMERICA

TONY M. GRAHAM
United States Attorney



PHIL PINNELL, OBA #7169
Assistant United States Attorney



ALLEN MITCHELL, OBA #6264
Attorney for the Plaintiff
Sapulpa Mini Mart, Inc., d/b/a
Kellyville Mini Mart

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

FILED

MAY 16 1990

CLERK
U.S. DISTRICT COURT

FARMERS INSURANCE COMPANY, INC.,)	
)	
Plaintiff,)	
)	
vs.)	No. 89-C-1013-C
)	
DENISE LYNN ROGERS AND JOHN)	
ROGERS,)	
)	
Defendants.)	

ORDER

Before the Court is the motion of defendants to dismiss for lack of subject matter jurisdiction. The Court addressed the motion in its Order of February 26, 1990. As stated in that Order, this is an action for declaratory judgment in which plaintiff asks the Court to declare the rights of the parties under policies of insurance. Defendants filed their motion to dismiss, arguing that the maximum amount which defendants could obtain was below the \$50,000 jurisdictional amount required by 18 U.S.C. §1332. The Court asked the parties to brief the issue of stacking of medical benefits, and particularly to address the decision of Frank v. Allstate Ins. Co., 727 P.2d 577 (Okla. 1986). The supplemental briefing has been completed and the motion is now ready for determination.

Plaintiff asserts that defendants' insurance claim implicates four policies. The policies provide for a total amount of \$40,000

for uninsured motorist coverage when the policies are stacked. Each policy provides for \$5,000 of medical coverage. Therefore, if medical benefits are stacked, the total amount recoverable is \$60,000, and if they are not stacked only \$45,000 is recoverable.

The Oklahoma Supreme Court in Frank held that, under the policy language involved, medical payment coverage could not be stacked. The relevant language read as follows:

Regardless of the number of automobiles insured, only one of the limits of liability stated in the declarations as applicable to 'each person' is the total limit of Allstate's liability for all expenses incurred by or for each person as the result of any one accident. Further, if the accident involves an owned automobile, then the limit stated in the declarations as applicable to that automobile shall be the total limit of Allstate's liability for each person.

727 P.2d at 579

The limit of liability clause in the case at bar provides as follows:

Regardless of the number of vehicles insured, insured persons, claims or policies, or policies, or vehicles involved in the accident, we will pay no more for medical expenses, including funeral expenses, than the limit of liability shown for this coverage in the Declarations for each person injured in any one accident. In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

(emphasis added).

Defendants argue that the language in their policy is "very similar" to the language in the Frank policy and that this Court should likewise conclude that stacking is unavailable.

In response, plaintiff contends that, since the jurisdictional question is so closely intertwined with the merits of the case, the 12(b)(1) motion should be treated as a motion for summary judgment. See Wheeler v. Hurdman, 825 F.2d 257, 259 (10th Cir.), cert. denied, 484 U.S. 986 (1987). The Court disagrees. In Wheeler, the

determination of whether plaintiff was an employer under federal discrimination statutes was both a jurisdictional question and an aspect of the substantive claim. Here, the Court need not determine if defendants' claim should be successful to determine how much money is recoverable if it is successful. The jurisdictional issue may be resolved as a matter of law based upon the policy language. Plaintiffs also contend that defendants bear the burden of proving lack of jurisdiction. This is not correct. As noted in this Court's Order of February 26, 1990, the burden is on the plaintiff. See Gibson v. Jeffers, 478 F.2d 216, 221 (10th Cir. 1973).

Finally, plaintiff asserts that various "questions of fact" remain which bar dismissal. Again, the Court finds the purported issues to involve the merits of the case. Construction of an unambiguous contract is a matter of law. Cook v. Okla. Bd. of Public Affairs, 736 P.2d 140 (Okla. 1987). The contract may be interpreted by the Court to resolve the jurisdictional question.

Upon review, the Court finds that the limiting language in the present policy, like that in the policy involved in Frank, restricts medical benefits to that provided in "this coverage" (i.e., the individual policy). Following the Frank mandate, the Court concludes that only \$5,000 in medical benefits would be available to defendants on an insurance claim. Thus, the total amount recoverable is \$45,000. The jurisdictional requisite of 28 U.S.C. §1332 not being met, this action must be dismissed.

It is the Order of the Court that the motion of the defendants
Denise Lynn Rogers and John Rogers to dismiss is hereby GRANTED.

IT IS SO ORDERED this 15th day of May, 1990.



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

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

WAYNE ELLIOTT,

Plaintiff,

vs.

ARKA, INC., a Tennessee Corporation formerly Arka Cola Corporation, R.J.E., INC., an Arkansas Corporation, formerly FAYETTEVILLE COCA-COLA BOTTLING, INC.; G.T., INC., an Arkansas Corporation formerly SEVEN-UP BOTTLING COMPANY, INC.; FULBRIGHT INVESTMENT COMPANY, an Arkansas Corporation; PREMIUM BRANDS OF NORTHWEST ARKANSAS, INC., an Arkansas Corporation; and THE NORTHWEST ARKANSAS VENDING CORPORATION, an Arkansas Corporation,

DEFENDANTS.

Case No. 89-C-726-C ✓

FILED
MAY 16 1990 A

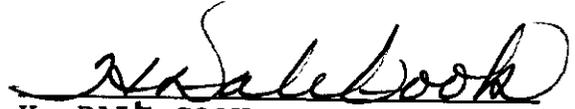
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER DISMISSING CASE WITH PREJUDICE TO REFILEING

NOW ON this 15th day of May, 1990, came on for consideration the Joint Stipulation of Plaintiff and Defendants requesting entry of an Order dismissing the Complaint and Counterclaim filed herein with prejudice to their refiling or reassertion pursuant to Rule 41, Federal Rules of Civil Procedure. The Court being advised that the parties have jointly stipulated and requested that this case be so dismissed, finds that this case and the claims of the respective parties asserted therein should be dismissed with prejudice to the refiling, each party to bear its own costs and attorneys fees incurred herein.

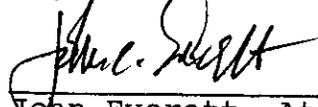
IT IS THEREFORE SO ORDERED, ADJUDGED AND DECREED.

DONE this 15 day of ^{May} April, 1990.

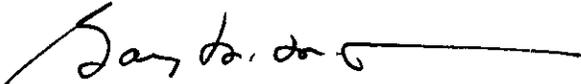


H. DALE COOK
CHIEF UNITED STATES DISTRICT
JUDGE FOR THE NORTHERN
DISTRICT OF OKLAHOMA

Approved:



John Everett, Attorney for Defendants



Gary M. McDonald, Attorney for Plaintiff

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

*entered
as to
Fields
only*

KANSAS CITY FIRE & MARINE)
INSURANCE COMPANY,)

Plaintiff,)

vs.)

PRENTICE ANTWINE CRAWFORD,)
MAURICE JEROME BARNES, III,)
and STEPHANIE FIELDS,)

Defendants.)

Case No. 89-C-853 C ✓

FILED

MAY 16 1990 A

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

ORDER

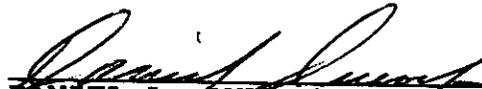
COMES ON for hearing the joint application of Plaintiff and Defendant, STEPHANIE FIELDS, for an order granting dismissal against said Defendant by reason of satisfaction of judgment and the Court finds that pursuant to the joint application of the respective parties, said application should be and is hereby sustained.

IT IS SO ORDERED.

DATED this 15th day of May, 1990.

W. Sale Cook
JUDGE OF THE DISTRICT COURT

APPROVED:


DANIEL L. DUROCHER - OBA #10639
Lee, Buford, Durocher &
Mauritson
P. O. Box 57320
Oklahoma City, OK 73157-7320
Phone: (405) 948-7730
Attorney for Plaintiff


BRANSFORD SHOEMAKE
Attorney at Law
Box 177
Pawhuska, Oklahoma 74056
Attorney for Defendant,
Maurice Jerome Barnes, III


BILL HESKETT
Attorney at Law
304 1st National Bank Building
Pawhuska, Oklahoma 74056
Co-Counsel for Defendant,
Maurice Jerome Barnes, III

FILED

MAY 16 1990

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

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

IN RE:) M-1417
ASBESTOS LITIGATION) ASB (IOLA) NO. 3081

JERRY LEEMON LAMBERT and)
AMBER JO LAMBERT,)
)
Plaintiffs,)
)
vs.) No. 88-C-131-B
)
FIBREBOARD CORPORATION,)
et al,)
)
Defendants.)

STIPULATION OF DISMISSAL
WITHOUT PREJUDICE AS TO
DEFENDANT PITTSBURGH-CORNING CORPORATION

This Stipulation of Dismissal Without Prejudice as to Defendant Pittsburgh-Corning Corporation is made by and between the Plaintiffs, Jerry Leemon Lambert and Amber Jo Lambert (hereinafter, at times, referred to collectively as "Plaintiffs"), and one of the Defendants, Pittsburgh-Corning Corporation (hereinafter, at times, referred to as "the Defendant").

The Plaintiffs and the Defendant hereby agree:

1. Plaintiff, Jerry Leemon Lambert, believes that he has been exposed to asbestos or asbestos-containing products manufactured and/or distributed by the Defendant and claims that he has an asbestos-related condition causally related to such exposure. The Plaintiff, Amber Jo Lambert, claims loss of consortium. The Plaintiffs, however, do not wish at this time to

pursue their claims or Complaint against the Defendant.

2. The Plaintiffs' Complaint was filed in the United States District Court for the Northern District of Oklahoma. By filing this Complaint, Plaintiffs sought to recover compensation for alleged asbestos-related disease and loss of consortium alleged to have been caused in part by the exposure of Jerry Leemon Lambert to asbestos-containing products manufactured and/or distributed by the Defendant.

3. That the Plaintiffs will not file a subsequent lawsuit seeking to recover compensation for an alleged asbestos-related disease, or compensation for any derivative claim, for a period of at least five years following the filing of this Stipulation. This five-year prohibition against filing a subsequent suit, however, will not be applicable should the Plaintiff(s) contract an alleged asbestos-related malignancy.

4. That should a subsequent lawsuit be filed against the Defendant, the subsequent lawsuit will be handled as if it is a new lawsuit and not on an expedited basis.

5. That any monetary recovery obtained by the Plaintiffs by way of settlement or verdict, concerning the allegations contained in the Complaint or otherwise, received from or on behalf of any asbestos-containing product seller, manufacturer, or distributor, shall be used to reduce any ultimate judgment to the Plaintiffs by the Defendant, Pittsburgh-Corning Corporation, unless otherwise agreed in a settlement with the Defendant in a subsequent lawsuit.

6. That the Defendant agrees to toll the Statute of Limitations from the date that this Stipulation is entered until a subsequent lawsuit, if any, is brought by the Plaintiffs. However, it is expressly understood that this Stipulation in no way acts to revive a claim that was time barred by the Statute of Limitations in accordance with Oklahoma and federal law as of the date the Plaintiffs effected proper service of the Complaint in this action upon the Defendant.

7. That the Defendant further agrees not to assert any statute of limitations defense based upon the Plaintiffs' medical surveillance, diagnosis, or rediagnosis of asbestosis that occurs after this Stipulation is filed.

8. That if the Plaintiff, Jerry Leemon Lambert, should die due to an alleged asbestos-related disease, any claim for wrongful death must be filed within the time period set forth by the Oklahoma Statute of Limitations applicable to the claim on the date the death occurs.

9. That if the Plaintiff, Jerry Leemon Lambert, is diagnosed as having contracted an alleged asbestos-related malignancy, any claim resulting therefrom must be filed within the time period set forth by the Oklahoma Statute of Limitations applicable to the claim on the date of such diagnosis.

10. The parties agree and understand that consenting to this Stipulation by or on behalf of the Defendant, Pittsburgh-Corning Corporation, is not a waiver of any defenses, except as outlined above, that have been or could be asserted on behalf of

the Defendant. Further, consenting to this Stipulation is not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied.

11. To the dismissal, without prejudice, of the Defendant that was named in the Complaint caption, i.e., Pittsburgh-Corning Corporation.

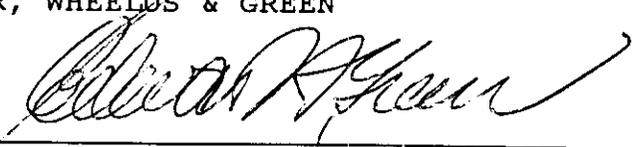
DATED this 16th day of May, 1990.

UNGERMAN & IOLA

By: 

Mark H. Iola OBA #4553
1323 East 71st Street
P. O. Box 701917
Tulsa, Oklahoma 74170-1917
(918) 495-0550

WELLER, WHEELUS & GREEN

By: 

Edward H. Green
Fifth Floor Petroleum Tower
550 Fannin Street
Beaumont, Texas 77701
(409) 838-0101

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of May, 1990, a true and correct copy of the within and foregoing Stipulation of Dismissal Without Prejudice as to Defendant Pittsburgh-Corning Corporation was mailed, with proper first-class postage thereon fully prepaid, to the following:

Scott M. Rhodes, Esq.
Pierce, Couch, Hendrickson,
Johnston & Baysinger
1109 North Francis
P. O. Box 26350
Oklahoma City, Oklahoma 73126
ATTORNEYS FOR DEFENDANT OWENS-CORNING FIBERGLAS CORP.

Kevin T. Gassaway, Esq.
Comfort, Lipe & Green
401 South Boston, Suite 2100
Tulsa, Oklahoma 74103
ATTORNEYS FOR DEFENDANT CELOTEX CORPORATION


Mark H. Iola

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

MAY 16 1988

IN RE:)
ASBESTOS CASES) M-1417
MELVIN EVERETT SMITH,) ASB (I) - 3088
) No. 87-C-521-B

U.S. DISTRICT COURT

ORDER GRANTING DISMISSAL OF DEFENDANT
OWENS ILLINOIS, INC. WITH PREJUDICE

The Court being in receipt of the Joint Applications of Plaintiff and the Defendant Owens Illinois, Inc., requesting of the Court an approval of the dismissal of Defendant Owens Illinois, Inc., with prejudice from the following case:

1. Melvin Everett Smith v. Fibreboard Corp., et al., Case No. 87-C-521-B.

And being fully advised in the premises,

IT IS HEREBY ORDERED:

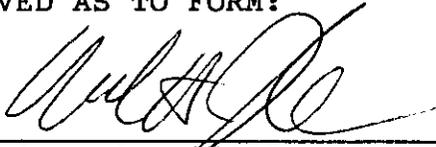
That the joint application of Plaintiff and Defendant Owens Illinois, Inc. is granted. The Court finds that Defendant Owens Illinois, Inc. should be dismissed with prejudice to filing future suit and it is ordered by the Court that Defendant Owens Illinois, Inc. is hereby dismissed as party Defendant from the case set forth above with prejudice to refiling suit.

It is further ordered by the Court that each party will be responsible for its own costs, attorney fees, and any other expenses incurred by the parties that pertain to this litigation.

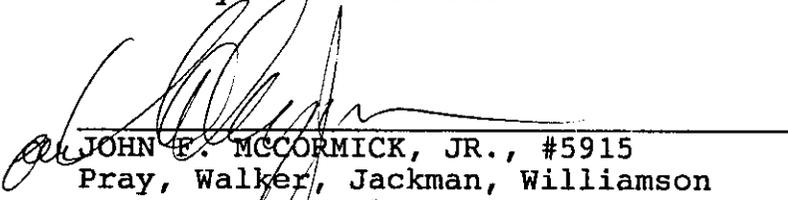
S/ THOMAS R. BRETT

THOMAS R. BRETT, U.S. DISTRICT
JUDGE

APPROVED AS TO FORM:



MARK IOLA, OBA #4553
Ungerma n & Iola
Attorney for Plaintiff



JOHN F. MCCORMICK, JR., #5915
Pray, Walker, Jackman, Williamson
& Marlar
Attorney for Defendant Owens Illinois

FILED

MAY 15 1990

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

ANNETTE SLAHOR ALLOWAY,)
)
)
)
)
Plaintiff(s),)
)
vs.)
)
PRUDENTIAL-BACHE SECURITIES,)
INC.,)
)
)
Defendant(s).)

No. 89-C-443-B

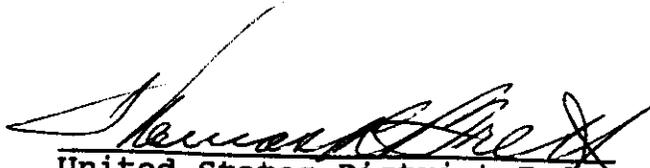
**JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT**

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore, it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is 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 United States mail upon the attorneys for the parties appearing in this action.

IT IS SO ORDERED this 15th day of MAY, 1990.


United States District Judge
THOMAS R. BRETT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

MAY 15 1990 ^A

UNITED STATES OF AMERICA,)
Plaintiff,)

vs.)

JOSEPH R. PLACE)
a/k/a JOSEPH PLACE)
Defendant.)

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

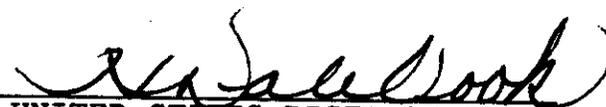
CIVIL ACTION NO: 90-C-179-C ✓

AGREED JUDGMENT

This matter comes on for consideration this 15th day
of May, 1990, the plaintiff appearing by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Catherine J. Depew, Assistant United States
Attorney, and the Defendant, Joseph R. Place, appearing pro
se.

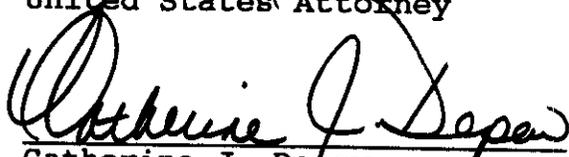
The Court, being fully advised and having examined the
court file finds that the Defendant, Joseph R. Place, acknow-
ledged receipt of Summons and Complaint on March 11, 1990.
The Defendant has filed an Answer but in lieu thereof has agreed
that he is indebted to the plaintiff in the amount alleged in the
Complaint and that judgment may accordingly be entered against
him in the principal amount of \$1,002.12 plus accrued interest
of \$35.55 as of December 6, 1989, plus interest thereafter at
the rate of 5.00 percent per annum until judgment, plus interest
thereafter at the legal rate until paid, plus the costs of this
action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the plaintiff have and recover judgment against the Defendant, Joseph R. Place, in the principal amount of \$1,002.12, plus accrued interest of \$35.55 as of December 6, 1989, plus interest thereafter at the rate of 5.00 percent per annum until judgment, plus interest thereafter at the current legal rate of 8.70 percent per annum until paid, plus the costs of this action.


UNITED STATES DISTRICT JUDGE

UNITED STATES OF AMERICA

TONY M. GRAHAM
United States Attorney


Catherine J. Depew
Assistant U.S. Attorney


Defendant, JOSEPH R. PLACE

mlc

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

FILED

MAY 15 1990

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

PHILLIPS PETROLEUM COMPANY,

Plaintiff,

v.

MANUEL LUJAN, JR., et al.,

Defendants.

No. 89-C-887-B

ATLANTIC RICHFIELD COMPANY,

Plaintiff,

v.

MANUEL LUJAN, JR., et al.,

Defendants.

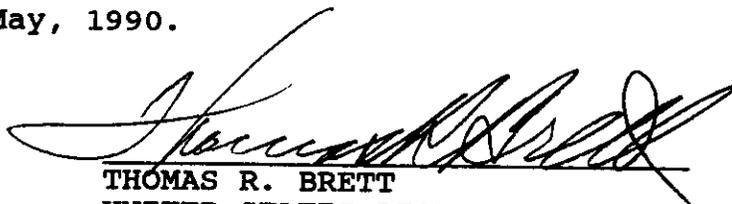
No. 89-C-1052-~~E~~B

ORDER

As these actions involve common questions of law and fact they should be consolidated in the interest of judicial economy for all purposes. Fed.R.Civ.P. 42.

IT IS THEREFORE ORDERED that these matters are consolidated into the lower-numbered case, No. 89-C-887-B.

DATED this 15th day of May, 1990.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

9

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

UNITED STATES OF AMERICA,
for the use and benefit of
ALLIANCE ELECTRICAL CONTRACTORS, INC.,
an Oklahoma corporation

Plaintiff,

vs.

ARMSTRONG BUILDERS, INC., an
Oklahoma corporation and
MID-CONTINENT CASUALTY COMPANY,

Defendants.

Case No. 89-C-221B ✓

F I L E D

MAY 15 1990 *[Signature]*

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

ORDER

THIS MATTER having been heard before the Court on the Alliance Electrical Contractors, Inc., Plaintiff, and Armstrong Builders, Inc. and Mid-Continent Casualty Company, Defendants, Motion to Dismiss filed jointly by all parties to this matter and the Court being fully advised in the premises finds that said Motion should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's Complaint be dismissed with prejudice, with each party to bear its own costs, including attorneys' fees.

IT IS SO ORDERED.

[Signature]
JUDGE
U.S. Magistrate

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

CLERK
COURT

UNITED STATES OF AMERICA)
)
vs.)
)
LEONARD K. RATZLAFF)
a/k/a LEONARD RATZLAFF)
 Defendant.) CIVIL ACTION NO: M-1550-B

AGREED JUDGMENT AND ORDER OF PAYMENT

Plaintiff, the United States of America, having filed its Complaint herein, and the defendant, having consented to the making and entry of this Judgment without trial, hereby agree as follows:

1. This Court has jurisdiction over the subject matter of this litigation and over all parties thereto. The Complaint filed herein states a claim upon which relief can be granted.
2. The defendant hereby acknowledges and accepts service of the Complaint filed herein.
3. The defendant hereby agrees to the entry of Judgment in the sum of \$3,688.00, plus accrued interest of \$727.00 thereafter at the legal rate until paid, plus costs of this action, until paid in full.
4. Plaintiff's consent to the entry of this Judgment and Order of Payment is based upon certain financial information which defendant has provided and the defendant's express representation to Plaintiff that he is unable to presently pay the amount of indebtedness in full and the further representation

of the defendant that he will well and truly honor and comply with the Order of Payment entered herein which provides terms and conditions for the defendant's payment of the Judgment, together with costs and accrued interest, in regular monthly installment payments, as follows:

(a) Beginning on or before the 15th day of June, 1990, the defendant shall tender to the United States a check or money order payable to the U.S. Department of Justice, in the amount of \$100.00, and a like sum on or before the 15th day of each following month until the entire amount of the Judgment, together with the costs and accrued postjudgment interest, is paid in full.

(b) The defendant shall mail each monthly installment payment to: United States Attorney, Debt Collection Unit, 3600 U.S. Courthouse, 333 West 4th Street, Tulsa, Oklahoma 74103.

(c) Each said payment made by defendant shall be applied in accordance with the U.S. Rules, i.e., first to the payment of costs, second to the payment of postjudgment interest (as provided by 28 U.S.C. § 1961) accrued to the date of the receipt of said payment, and the balance, if any, to the principal.

4. Default under the terms of this Agreed Judgment will entitle the United States to execute on this Judgment without notice to the defendant.

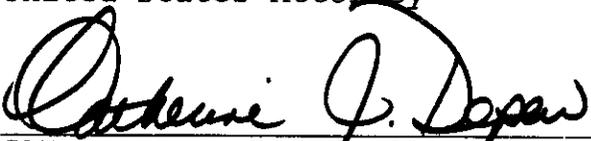
5. The defendant has the right of prepayment of this debt without penalty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Leonard K. Ratzlaff, in the principal amount of \$3,688.00, until judgment, plus accrued interest of \$727.00 thereafter at the current legal rate of 8.70 percent per annum until paid, plus the costs of this action.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM;

TONY M. GRAHAM
United States Attorney



CATHERINE J. DEPEY, OBA #3836
Assistant United States Attorney

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

LEONARD K. RATZLAFF

CD:mlc

FILED

MAY 15 1990

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

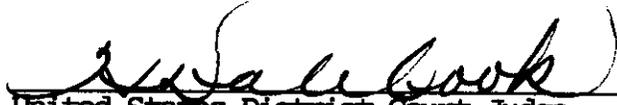
**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

LIBERTY MUTUAL INSURANCE COMPANY,)
)
 Plaintiff,)
)
 v.)
)
 BILLY KELLEY and EDITH CORNISH,)
)
 Defendants.)

No. 90-C-165-C ✓

DEFAULT JUDGMENT

NOW ON this 10th day of May, 1990, the Clerk of this Court, having entered default in favor of the Plaintiff and against the Defendant Billy Kelley, judgment is entered in the above-referenced matter in favor of the Plaintiff and against the Defendant, Billy Kelley in this declaratory judgment action. The Court finds that Defendant Billy Kelley was not on May 21, 1988, or at any other relevant time, an insured under the policy issued by Liberty Mutual Insurance Company to Howard Gwartney and Larry Gwartney d/b/a Gwartney Auto Sales.


United States District Court Judge

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

FILED

UNITED STATES OF AMERICA)

vs.)

BARBARA J. OWENS)
a/k/a BARBARA OWENS)

Defendant.)

MAY 11 1990

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

CIVIL ACTION NO: 89-C-1063-B

AGREED JUDGMENT AND ORDER OF PAYMENT

Plaintiff, the United States of America, having filed its Complaint herein, and the defendant, having consented to the making and entry of this Judgment without trial, hereby agree as follows:

1. This Court has jurisdiction over the subject matter of this litigation and over all parties thereto. The Complaint filed herein states a claim upon which relief can be granted.

2. The defendant hereby acknowledges and accepts service of the Complaint filed herein.

3. The defendant hereby agrees to the entry of Judgment in the sum of \$971.33, plus accrued interest of \$260.52 thereafter at the legal rate until paid, plus costs of this action, until paid in full.

4. Plaintiff's consent to the entry of this Judgment and Order of Payment is based upon certain financial information which defendant has provided and the defendant's express representation to Plaintiff that she is unable to presently pay the amount of indebtedness in full and the further representation

of the defendant that she will well and truly honor and comply with the Order of Payment entered herein which provides terms and conditions for the defendant's payment of the Judgment, together with costs and accrued interest, in regular monthly installment payments, as follows:

(a) Beginning on or before the 15th day of July, 1990, the defendant shall tender to the United States a check or money order payable to the U.S. Department of Justice, in the amount of \$50.00, and a like sum on or before the 15th day of each following month until the entire amount of the Judgment, together with the costs and accrued postjudgment interest, is paid in full.

(b) The defendant shall mail each monthly installment payment to: United States Attorney, Debt Collection Unit, 3600 U.S. Courthouse, 333 West 4th Street, Tulsa, Oklahoma 74103.

(c) Each said payment made by defendant shall be applied in accordance with the U.S. Rules, i.e., first to the payment of costs, second to the payment of postjudgment interest (as provided by 28 U.S.C. § 1961) accrued to the date of the receipt of said payment, and the balance, if any, to the principal.

4. Default under the terms of this Agreed Judgment will entitle the United States to execute on this Judgment without notice to the defendant.

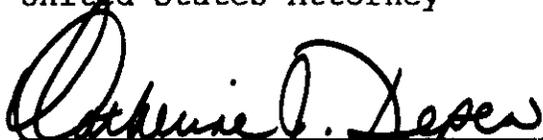
5. The defendant has the right of prepayment of this debt without penalty.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Barbara J. Owens, in the principal amount of \$971.33, until judgment, plus accrued interest of \$260.52 thereafter at the current legal rate of 8.70 percent per annum until paid, plus the costs of this action.


UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM;

TONY M. GRAHAM
United States Attorney


CATHERINE J. DEPEW, OBA #3836
Assistant United States Attorney


Everett R. Bennett, Jr. OBA #11224
Attorney for Defendant,
Barbara J. Owens

CD:mlc

MAY 14 1990

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

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

IN RE: NORMA R. HOLT,)
 Debtor,)
 NANETTE HOLT PRICE, as)
 Conservator for Norma R.)
 Holt, and NORMA R. HOLT,)
 Plaintiffs,)
 v.)
 FRANK CARSON, JR.,)
 Defendant.)

Case No. 89-C-1004-B ✓ Consolidated
~~Case No. 89-C-1054-B~~
 Bankruptcy No. 88-3519-C
 (Chapter 11)
 Adv. No. 89-99-C

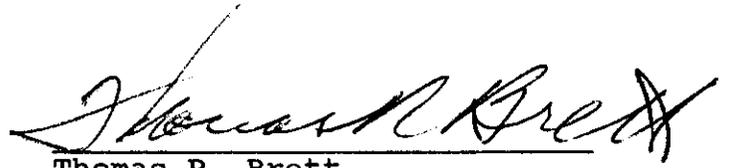
ORDER

This matter comes before the Court on Defendant Frank Carson Jr.'s Application to Withdraw Defendant's Motion to Withdraw the Reference. Defendant's Motion to Withdraw the Reference was filed December 31, 1989.

Plaintiffs have no objection to this Application. The Court finds that pursuant to 28 U.S.C. §157(c)(2) the parties have consented to reference of this matter to the Bankruptcy Court for hearing and determination and entry of appropriate orders and judgment. The parties have advised the Court that, as a result, the Motion to Withdraw the Reference is now moot.

Accordingly, Defendant's Application is hereby granted and this action, Holt v. Carson, Adv. No. 89-99-C, will remain before the Bankruptcy Court for adjudication.

IT IS SO ORDERED, this 14 day of May, 1990.

A handwritten signature in cursive script, appearing to read "Thomas R. Brett". The signature is written in dark ink and is positioned above a horizontal line.

Thomas R. Brett
United States District Judge

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

F I L E D

MAY 14 1990

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

W. DAVID MORRIS, et al.,)
)
 Plaintiffs,)
)
 vs.)
)
 FSLIC, et al.,)
)
 Defendants.)

Case No. 88-C-649-E

DISMISSAL WITH PREJUDICE

COME NOW the Plaintiffs, W. David Morris, June C. Venamon, Juanita C. Rush, John F. Marr, Fran E. Keown, Linda G. Harrison, Marianne Shrum, Norma Guthrie, Carolyn French, Susan Wilson Cobb, Betty Townsend, Sandra L. Thomas, Kathryn J. Jennings, Judy A. Esper, Paula Noyes, Virginia Helton and Carolyn Molencupp, by and through their attorneys of record and hereby dismiss, with prejudice, their claims in the above-entitled action.

Jean Walpole Coulter
Jean Walpole Coulter, OBA #9324
PRAY, WALKER, JACKMAN, WILLIAMSON
& MARLAR
900 ONEOK Plaza, 100 W. Fifth St.
Tulsa, OK 74103
(918) 584-4135

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF MAILING

I hereby certify that on the 14th day of May, 1990, I mailed true and correct copies of the above and foregoing instrument to:

Scott R. Rowland
Richard P. Hix
Doerner, Stuart, Saunders,
Daniel & Anderson
1000 Atlas Life Bldg.
Tulsa, OK 74103

Steven E. Schneider
Cornish & Schneider
917 Kennedy Bldg.
321 South Boston
Tulsa, OK 74103

Michael C. Howerton
Kelly & Howerton
1139 N. Main Street
Muskogee, OK 74401

James W. Rusher
Gable & Gotwals
20th Floor
Fourth National Bank Bldg.
Tulsa, OK 74119

Ron Wright
Kennedy, Kennedy, Wright
& Stout
P.O. Box 707
Muskogee, OK 74402

Charles Stidham
Apt. 1032
5216 South Lewis
Tulsa, OK 74105

W. Michael Hill
Melvin C. Weiman
Secrest & Hill
7134 South Yale
Tulsa, OK 74136

by depositing said copies in the United States mail, postage prepaid thereon.

Jean Walpole Coulter
Jean Walpole Coulter

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by depositing said copies in the United States mail, postage prepaid thereon.

Jean Walpole Coulter
Jean Walpole Coulter

FILED

MAY 14 1990

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

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

IN RE: NORMA R. HOLT,)
 Debtor,)
 NANETTE HOLT PRICE, as)
 Conservator for Norma R.)
 Holt, and NORMA R. HOLT,)
 Plaintiffs,)
 v.)
 FRANK CARSON, JR.,)
 Defendant.)

Case No. 89-c-1004-B ✓ Consolidated
 Case No. 89-C-1054-B
 Bankruptcy No. 88-3519-C
 (Chapter 11)
 Adv. No. 89-99-C

ORDER

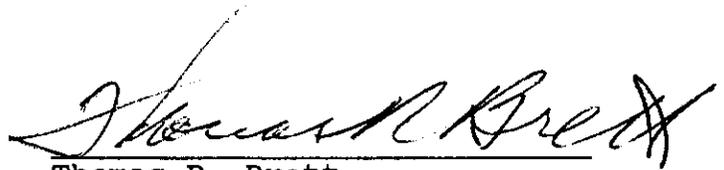
This matter comes before the Court on Defendant Frank Carson Jr.'s Application to Withdraw Defendant's Motion to Withdraw the Reference. Defendant's Motion to Withdraw the Reference was filed December 31, 1989.

Plaintiffs have no objection to this Application. The Court finds that pursuant to 28 U.S.C. §157(c)(2) the parties have consented to reference of this matter to the Bankruptcy Court for hearing and determination and entry of appropriate orders and judgment. The parties have advised the Court that, as a result, the Motion to Withdraw the Reference is now moot.

Accordingly, Defendant's Application is hereby granted and this action, Holt v. Carson, Adv. No. 89-99-C, will remain before the Bankruptcy Court for adjudication.

12

IT IS SO ORDERED, this 14 day of May, 1990.

A handwritten signature in cursive script, reading "Thomas R. Brett". The signature is written in dark ink and is positioned above a horizontal line.

Thomas R. Brett
United States District Judge

FILED

MAY 11 1990

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

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

STRUTHERS OIL & GAS CORP.,)
a Delaware corporation; and,)
ALEPH, INC., an Oklahoma)
corporation,)

Plaintiffs,)

-vs-)

Case No. 88-C-681-B

BANC HOME SAVINGS ASSOCIATION,)
a/k/a, Home Savings)
Association, a Texas Savings)
and Loan Association; and)
CASA ENERGY, INC., a Texas)
corporation,)

Defendants.)

STIPULATION OF DISMISSAL, WITH PREJUDICE

The Plaintiffs, Struthers Oil & Gas Corp., a Delaware corporation and Aleph, Inc., an Oklahoma corporation, and the Defendants, Casa Energy, Inc., a Texas corporation and the Federal Deposit Insurance Corporation, as Manager of the Federal Savings & Loan Insurance Corporation Resolution Fund, as Receiver for Banc Home Savings Association, a Texas Savings and Loan Association, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, herewith stipulate that this action may be dismissed, with prejudice to the refiling of same.

By *Ronald E. Goins*

Ronald E. Goins, OBA #3430
HOLLIMAN, LANGHOLZ, RUNNELS,
& DORWART,
A Professional Corporation
Suite 700, Holarud Building
Ten East Third Street
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(918) 584-1471

Attorneys for Plaintiffs,
Struthers Oil & Gas Corp. and
Aleph, Inc.

By



Gary H. Baker, OBA #000446
Gary R. McSpadden, OBA #6093
BAKER, HOSTER, McSPADDEN, CLARK
RASURE & SLICKER
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Tulsa, Oklahoma 74103
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By



Bobby L. Sanders
BOYD, SANDERS, WADE, CROPPER
& PROTHRO
A Professional Corporation
P.O. Box 10459
Midland, Texas 79702-7459

Attorneys for Defendant,
Casa Energy, Inc.

By



Barry W. Beasley, OBA #11220
HUFFMAN, ARRINGTON, KIRLE, GABERINO
& DUNN
A Professional Corporation
1000 ONEOK Plaza
Tulsa, Oklahoma 74103
(918) 588-8141

Attorneys for Defendant,
Federal Deposit Insurance
Corporation

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

FILED

MAY 11 1990

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

GREAT AMERICAN INSURANCE COMPANY)
and HIGHLANDS INSURANCE COMPANY,)
Plaintiffs,)

vs.)

NICK WOLFE, d/b/a WOLFE)
CONSTRUCTION COMPANY; NICK WOLFE)
as an individual; PATRICIA WOLFE)
as an individual; UNITED STATES)
OF AMERICA on behalf of Army)
Corps of Engineers,)

Defendants,)

UNITED STATES OF AMERICA on)
behalf of Internal Revenue)
Service,)

Intervenor.)

Case No. 75-C-355-P
Case No. 75-C-364-P
(Consolidated)

ORDER OF DISMISSAL WITH PREJUDICE
AS TO ATTORNEYS' LIEN CLAIM

Pursuant to the Stipulation of Dismissal With Prejudice and Release of Attorneys' Lien Claim filed by Intervenors, Tilly & Ward by and through James W. Tilly and Keith A. Ward, and Defendants, Nick Wolfe d/b/a Wolfe Construction Company, Nick Wolfe as an individual and Patricia Wolfe as an individual,

IT IS HEREBY ORDERED that the lien claim action between these parties be dismissed with prejudice and the attorneys' lien

claim fully discharged. Each party to bear their own costs and attorney fees.

SO ORDERED this 11th day of May, 1990.



United States District Judge

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

FILED

MAY 11 1990

GREAT AMERICAN INSURANCE COMPANY)
and HIGHLANDS INSURANCE COMPANY,)

Plaintiffs,)

vs.)

NICK WOLFE, d/b/a WOLFE)
CONSTRUCTION COMPANY; NICK WOLFE)
as an individual; PATRICIA WOLFE)
as an individual; UNITED STATES)
OF AMERICA on behalf of Army)
Corps of Engineers,)

Defendants,)

UNITED STATES OF AMERICA on)
behalf of Internal Revenue)
Service,)

Intervenor.)

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

Case No. 75-C-355-P
Case No. 75-C-364-P
(Consolidated)

**ORDER OF DISMISSAL WITH PREJUDICE
AS TO ATTORNEYS' LIEN CLAIM**

Pursuant to the Stipulation of Dismissal With Prejudice and Release of Attorneys' Lien Claim filed by Intervenors, Tilly & Ward by and through James W. Tilly and Keith A. Ward, and Defendants, Nick Wolfe d/b/a Wolfe Construction Company, Nick Wolfe as an individual and Patricia Wolfe as an individual,

IT IS HEREBY ORDERED that the lien claim action between these parties be dismissed with prejudice and the attorneys' lien

claim fully discharged. Each party to bear their own costs and attorney fees.

SO ORDERED this 11th day of May, 1990.


United States District Judge