

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

FILED

WILLIAM J. LYONS,)
)
Plaintiff,)
)
v.)
)
RICHARD CRISP, et al.,)
)
Defendants.)

AUG 30 1991

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

Case No. 82-C-380-E

JUDGMENT

Now on this 29 day of August, 1991, this matter comes on for consideration of the joint motion of the parties for entry of judgment. Being aware of the premises, the Court hereby finds that judgment should be entered based upon the agreement of the parties, in favor of William Lyons and against the ABLE Commission. This judgment is entered in lieu of any judgment which might otherwise have been entered following the jury trial in this matter. This judgment is inclusive of all costs, and attorney fees, specifically including any fees which might be claimed for services of Plaintiff's predecessor attorney Thomas Salisbury.

Judgment is therefore entered in favor of William Lyons and against the ABLE Commission in the amount of \$190,000. This judgment shall be payable on or after September 1, 1991, when funds appropriated for payment of this settlement are legally available for disbursement. This judgment concludes this litigation in its entirety and embodies all claims or causes of action which William Lyons might have against Richard Crisp, the ABLE Commission, its predecessor the ABC Board, and any of their officers, agents or

employees.

Entered this _____ day of August, 1991.

~~ET JAMES O. ELLISON~~

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Approved:



GARY J. RICHARDSON

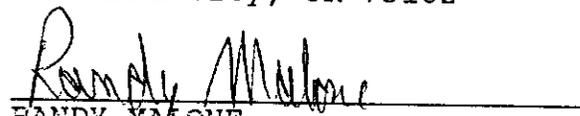


RON HIGNIGHT
5727 South Lewis, Suite 520
Tulsa, OK 74105

ATTORNEYS FOR PLAINTIFF



ROBERT A. NANCE
ASSISTANT ATTORNEY GENERAL
CHIEF, FEDERAL & TORT DIVISIONS
420 West Main, Suite 550
Oklahoma City, OK 73102



RANDY MALONE
LEGAL COUNSEL
ABLE COMMISSION
3rd Floor
2501 N. Stiles
Oklahoma City, OK 73105

ATTORNEYS FOR DEFENDANTS

ran\lyons.jud

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

FILED

AUG 30 1991

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

CITY NATIONAL BANK,)	
FT. SMITH, ARKANSAS, an)	
Arkansas banking)	
corporation,)	
)	
Plaintiff,)	
vs.)	Case No. 91-C-440-E
)	
THERESA SIA LEE, an)	
individual,)	
)	
Defendant.)	

DECREE OF FORECLOSURE AND JUDGMENT

This cause coming on regularly for hearing this 29 day of August, 1991, before the Judge of said Court, said Plaintiff, City National Bank, Ft. Smith, Arkansas, being present through its attorneys, Eagleton and Nicholson; and it appearing to the Court that this is a suit upon promissory note and for foreclosure of mortgages upon the real estate securing the same, which said real estate is located in Tulsa County, State of Oklahoma; and

It further appearing that due and legal service of Summons has been made upon the Defendant, Theresa Sia Lee, by certified mail, delivery restricted to addressee, pursuant to Okla. Stat. tit. 12, § 2004(C)(2).

The Court further finds from the Affidavit filed herein that the Defendant, Theresa Sia Lee, is not engaged in the military service of the United States within the meaning of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; and from the Affidavit as to military service filed herein, the Court finds that this is one of the class of cases where the Defendant is not

prejudiced herein by reason of the Court exercising its jurisdiction in hearing this case, and this case is hereby ordered to proceed to trial.

It further appearing to the Court that the said Defendant, Theresa Sia Lee, has wholly made default herein and has failed and neglected to answer, demur, or otherwise plead to the said Petition; the said Defendant, is adjudged to be in default, and the case came on for trial, and being triable to the Court without the intervention of a jury, the Court proceeded to examine the pleadings; and after examining the pleadings and documents filed herein, and being fully advised, the Court finds that all the allegations and averments of the Plaintiff's Petition are true; and the Court finds that there is due the Plaintiff upon the Note and Mortgage described in the Plaintiff's Petition, the principal sum of \$143,000.00, with accrued interest in the amount of \$5,340.31 and accruing at the rate of twelve percent (12%) per annum from the 15th day of May, 1991, until this date for a total accrued interest in the amount of \$9,208.91, plus abstracting charges paid by Plaintiff in the amount of \$166.00, preservation expenses in the amount of \$1,786.52, a late charge in the amount of \$30.00, and an appraisal fee in the amount of \$900.00; plus attorney fees in the amount of \$17,479.03, for a total judgment in the amount of \$172,570.46 plus post-judgment interest at the rate of 12% per annum from date of judgment until paid, and for all costs of this action.

That said notes were secured by mortgages as set forth and sued upon in the Petition; and that said sums constitute a first mortgage upon the real property therein described and hereinafter described; that Plaintiff is entitled to a Decree of this Court foreclosing said mortgages as against the Defendant, and ordering said property sold to satisfy said indebtedness, and forever barring the Defendant herein from any right, title, equity, or interest in and to said real property, adverse to the right and title of the purchaser at such sale.

The Court further finds that said Plaintiff in open court has elected under the terms of said mortgages to have said real estate sold with appraisalment.

IT IS THEREFOR ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, City National Bank, Ft. Smith, Arkansas, have and recover judgment against the Defendant, Theresa Sia Lee, for the principal sum of \$143,000.00, with accrued interest in the amount of \$5,340.31 and accruing at the rate of twelve percent (12%) per annum from the 15th day of May, 1991, until this date for a total accrued interest in the amount of \$9,208.91, plus abstracting charges paid by Plaintiff in the amount of \$166.00, preservation expenses in the amount of \$1,786.52, a late charge in the amount of \$30.00, and an appraisal fee in the amount of \$900.00; plus attorney fees in the amount of \$17,479.03, for a total judgment in the amount of \$172,570.46 plus post-judgment interest at the rate of 12% per annum from date of judgment until paid, and for all costs of this action, for all of which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, City National Bank, Ft. Smith, Arkansas, have and recover judgment in rem on its Petition herein in the principal sum of \$143,000.00, with accrued interest in the amount of \$5,340.31 and accruing at the rate of twelve percent (12%) per annum from the 15th day of May, 1991, until this date for a total accrued interest in the amount of \$9,208.91, plus abstracting charges paid by Plaintiff in the amount of \$166.00, preservation expenses in the amount of \$1,786.52, a late charge in the amount of \$30.00, and an appraisal fee in the amount of \$900.00; plus attorney fees in the amount of \$17,479.03, for a total judgment in the amount of \$172,570.46 plus post-judgment interest at the rate of 12% per annum from date of judgment until paid, and for the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that said above-set-forth sums be, and they are, hereby established as a valid first mortgage lien upon and against the following described real property situated in Tulsa County, State of Oklahoma, to-wit:

A part of Lot 5, Section 20, Township 18 North, Range 13 East of the Indian Basin Meridian and situated in Tulsa County according to the U.S. Government survey thereof. More particularly described as: Beginning at a point which is 217.27 feet South of the Northeast Corner of Lot 5, Section 20, Township 18 North, Range 13 East of the Indian Basin Meridian then in a westerly direction and parallel to the North line of said Lot 5 a distance of 818 feet to a point; then in a southeasterly direction a distance of 213.58 feet to a point, thence in a easterly direction and parallel to the said North line of said Lot 5 a distance of 795 feet to a point on the East line of

said Lot 5, thence in a northerly direction along said East line a distance of 213 feet to the place of beginning, all in Tulsa County, State of Oklahoma, according to the U.S. Government survey thereof.

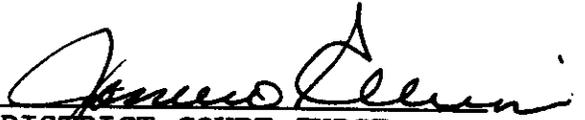
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that said mortgage lien of Plaintiff be, and the same is hereby ordered foreclosed as against the hereinabove described real property and against the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that should said Defendant fail to pay said judgment, together with post-judgment interest, and costs of this action, that Special Execution and Order of Sale shall issue out of the Office of the Court Clerk, commanding the Sheriff of Tulsa County, Oklahoma, to levy upon, appraise and advertize said real property at public sale and to sell the same, subject to said appraisement to the highest and best bidder for case, in the manner provided by law, and apply the proceeds arising from said sale in the amounts and in the order of the priority shown below:

1. In payment of the costs of said sale of the action.
2. In payment to said Plaintiff, City National Bank, Ft. Smith, Arkansas, the sum of \$172,570.46, the amount of the judgment, together with post-judgment interest thereon at the rate of twelve percent (12%) per annum from date of judgment until paid.
3. That the balance, if any, be paid into this Court to be disposed of as this Court may order and direct.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that from and after the sale of said real property under and by virtue of this Judgment and Decree, said Defendant and all persons

claiming under her since the filing of the Petition herein, be and they are forever barred and foreclosed of and from any and every lien upon, right, title, interest, estate or equity of, in or to said real estate or any part thereof.


DISTRICT COURT JUDGE

APPROVED:

EAGLETON AND NICHOLSON

By: 

DON R. NICHOLSON II, OBA #6673
MARK J. PORDOS, OBA #11476
310 Bank of Oklahoma Plaza
Oklahoma City, Oklahoma 73102
Telephone: (405) 236-0550

Attorneys for Plaintiff

city\lee\fo.03

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

In Re:
ASBESTOS LITIGATION

NO. M-1417
ASB (I) -

CHARLES EUGENE COWELL,
Plaintiff,

vs.

90-C-540-E

OWENS-ILLINOIS, INC., et al.,
Defendants.

FILED

AUG 30 1991

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

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

The court being in receipt of the Stipulation for Order Dismissing Action requesting of the Court an approval of the dismissal of Defendant Owens-Illinois, Inc. with prejudice from the above-captioned matter.

And being fully advised in the premises,

IT IS HEREBY ORDERED:

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

JAMES O. ELLISON,
U.S. DISTRICT JUDGE

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

FILED

AUG 30 1991

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

EMPLOYERS INDEMNITY COMPANY,)

Plaintiff,)

v.)

SANGUINE, LTD., an Oklahoma)
corporation, and ANADARKO)
CONSULTANTS, INC., an)
Oklahoma corporation,)

Defendants.)

Case No. 91-C-305-B

O R D E R

This matter comes on for consideration upon the Motion To Dismiss filed by Defendants Sanguine, Ltd. (Sanguine) and Anadarko Consultants, Inc. (Anadarko).

Sanguine was, at times pertinent herein, in the business of drilling and operating oil and gas wells. Anadarko was, at times relevant hereto, in the business of providing consulting services relating to the drilling and operation of oil and gas wells. Employers, at these same times, was in the business of providing general liability and casualty insurance coverage within the State of Oklahoma.

The Plaintiff, Employers Indemnity Company (Employers), issued a commercial liability policy to Defendants Sanguine and Anadarko, covering a term from July 1, 1987, to July 1, 1988. In the spring of 1988, Sanguine and Anadarko completed an oil and gas well in Roger Mills County (the Alta No. 1-25). In July 1989, Sanguine and

Anadarko were sued in Roger Mills County District Court for alleged pollution caused by the drilling and operation of Alta No. 1-25. In September, 1989, an additional suit in the same jurisdiction was filed against the Defendants, again under an allegation of pollution stemming from Alta No. 1-25. The state cases were consolidated.

On June 8, 1990, Employers notified Sanguine and Anadarko that it had determined there was no coverage under the Policy for the claims involved in the two Roger Mills County cases. Employers refused to continue to provide for Sanguine's and Anadarko's defense in these actions.

On March 25, 1991, Sanguine and Anadarko filed a Petition in the District Court for Tulsa County, against Employers, alleging breach of the insurance contract and breach of obligation of good faith, seeking compensatory and punitive damages. On May 8, 1991, Employers filed the instant action against Sanguine and Anadarko, seeking declaratory judgment as to the issue of coverage under the policy in question. No other parties, Plaintiff or Defendant, were involved in either suit.

In their Motion To Dismiss, Defendants argue the issue pending in the state action is identical to the issue in the present matter, i.e. whether coverage is appropriate under the policy issued by Employers; that because the state action was first filed this Court should defer to the state court in the interest of state/federal comity and judicial economy.

Defendants acknowledge the general rule that the pendency of

an action in a state court is no bar to proceedings involving the same matter in a federal court, citing McClellan v. Carland, 217 U.S. 268, 30 S.Ct. 501, 54 L.Ed. 762 (1910). Defendants urge an exception to the rule exists based upon "wise judicial administration". Colorado River Water Conservation Dist. v. United States, 424 U.S. 800, 96 S.Ct. 1236, 47 L.Ed.2d 483 (1976); Kerotest Mfg. Co. v. C-O-Two Fire Equip. Co., 342 U.S. 180, 72 S.Ct. 219, 96 L.Ed. 200 (1952).

Parallel court actions require a "careful balancing" of significant factors as they exist in a given case prior to any dismissal of a federal case. Moses H. Cone Memorial Hosp. v. Mercury Const. Corp., 460 U.S. 1, 103 S.Ct. 927, 74 L.Ed.2d 765 (1983). Factors to be considered are: 1. inconvenience of the forum; 2. desirability of avoiding piecemeal litigation; 3. order of filing, giving preference to the first filed action; 4. avoidance of obstructionist tactics; 5. applicable law to be applied; 6. stage of the litigation; 7. whether the state court is exercising jurisdiction over a *res* which is the subject matter of the suit; 8. comity between federal and state courts.

The decision to dismiss a case because of a parallel state court action is addressed to the sound discretion of the Court. American Benefit Life Ins. Co. v. United Founders Life Ins. Co., 515 F.Supp. 800 (W.D.Okla.1980).

Employers argues the issue in both cases, while overlapping, is not identical because there "are two issues pending in the state court action, 1) whether Employers breached the contract with

Sanguine and Anadarko by withdrawing its defense, and 2) whether Employers was in bad faith for its handling of the claim." The Court finds this argument disingenuous since it is obvious the "coverage" issue is the common thread of both cases, in fact, precipitating both cases. Employers further indulges in specious argument by averring:

"Although a decision in state court that Employers breached the policy will necessarily decide whether the policy provided coverage for the claims asserted in Roger Mills County, it is equally true that a decision in this Court on whether there was coverage for the claim will necessarily decide if there was a breach and whether Employers was in bad faith." Plaintiff's Response To Defendants' Motion To Dismiss (filed June 12, 1991), p.3.

The Complaint filed by Employers herein seeks declaratory relief on the coverage issue only. While a decision favorable to Employers would end both cases, a decision adverse to Employers in the present matter would not resolve the bad faith issue currently pending in state court. This factor, in the Court's view, approaches the "exceptional circumstances" necessary to part paths with the general rule in parallel state/federal litigation. Moses H. Cone Memorial Hosp., supra; Colorado River, supra; Heritage Land Co. v. Federal Deposit Ins. Co., 572 F.Supp. 1265 (W.D.Okla.1983).

Also important in the Court's consideration is Employers decision not to remove the state case to this Court, a choice conceded by both parties to have been available. While not necessary for decision herein, the Court concludes that Employers may not have wished to assume the risk of foregoing declaratory judgment disposition of the "coverage issue". This circuit has

rejected application of the Erie¹ doctrine in an attempt to use Oklahoma's declaratory judgment statute (which precludes declaratory judgments concerning obligations alleged to arise under policies of liability insurance) to likewise preclude the federal Declaratory Judgment Act in a diversity case. Farmers Alliance Mutual Insurance Co. v. Jones, 570 F.2d 1384 (10th Cir. 1978) *cert. den.* 439 U.S. 826, 99 S.Ct. 97, 58 L.Ed.2d 119 (1978). The 10th Circuit panel rejected the argument, refusing application of the Erie doctrine, because declaratory judgment actions under the Oklahoma Act "involve procedural remedies and not substantive rights." *Id.* at 1386. The appellate court further acknowledged a trial court's discretion to determine whether to entertain a declaratory judgment action at all, its decision to stand unless there is a clear abuse of discretion demonstrated, citing Duggins v. Hunt, 323 F.2d 746 (10th Cir. 1963).

The Court concludes the Declaratory Judgment Act authorizes but does not compel a district court to entertain an action for declaratory relief. Kunkel v. Continental Casualty Co., 866 F.2d 1269 (10th Cir. 1989). The Court further concludes that, after careful balancing of the significant factors of the instant matter and within the Court's discretion, this action should be and the same is hereby DISMISSED with prejudice to refile in this Court. Defendants' Alternative Motion To Stay is DENIED as moot.

¹ Erie R. Co. v. Tompkins, 304 U.S. 64, 58 S.Ct. 817, 82 L.Ed. 1188 (1938).

IT IS SO ORDERED this 29th day of August, 1991.

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

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 30 1991

JACK C. COVER, CLERK
DISTRICT COURT

J. L. DIAMOND and GRETNA)
DIAMOND,)
))
Plaintiffs,)
))
vs.)
))
UNION BANK AND TRUST OF)
BARTLESVILLE, and FEDERAL)
DEPOSIT INSURANCE)
CORPORATION, in its)
corporate capacity and as)
Liquidator of the assets of)
Union Bank and Trust of)
Bartlesville,)
))
Defendants,)
))
vs.)
))
TOM BERRY,)
))
Third-Party Defendant.)

No. 90-C-921-C ✓

ORDER

Before the Court is the motion of defendant Federal Deposit Insurance Corporation (FDIC) for summary judgment against plaintiffs and against third-party defendant.

This action began in state court, with plaintiffs seeking to have various financial instruments which plaintiffs executed declared void.

Plaintiffs asserted that Union Bank and Trust of Bartlesville (Union Bank) violated 12 U.S.C. §1972, which prohibits a bank from conditioning extension of credit or continuation of extension of

A

credit upon a customer's assuming debts held by the bank. Plaintiffs also alleged economic duress on Union Bank's part.

The essence of these defenses is an alleged agreement whereby Union Bank would not renew J. L. Diamond's line of credit unless he assumed liability for a note under which R. A. Alexander was liable to Union Bank. On October 30, 1990, the FDIC removed the action pursuant to 12 U.S.C. §1819(b). FDIC-Corporate asserted counter-claims seeking judgment on the financial instruments at issue. FDIC-Corporate also asserted a third-party complaint against Tom Berry, a lessee of certain property of plaintiffs. On July 5, 1991, plaintiffs filed a First Amended Complaint and a First Amended Answer to Counterclaim, asserting additionally a violation of the Equal Credit Opportunity Act (ECOA), 15 U.S.C. §1691, et seq.

Defendant FDIC has not expressly reasserted its motion for summary judgment after the filing of the Amended Complaint. However, the Court finds no prejudice to plaintiffs in considering the motion. See Graham v. Oklahoma City, 859 F.2d 142, 144-45 (10th Cir. 1988).

In their response to the pending motion, plaintiffs only address the issue of the ECOA. Apparently, the other two issues previously raised are now abandoned. Nevertheless, the Court has independently reviewed the record to determine if a genuine issue of material fact exists under Rule 56(c) F.R.Cv.P. Assuming arguendo the truth of the plaintiffs' allegations of an anti-tying claim, it is undisputed that the claim involves an unwritten agreement. Accordingly, under 12 U.S.C. §1823(e) it is

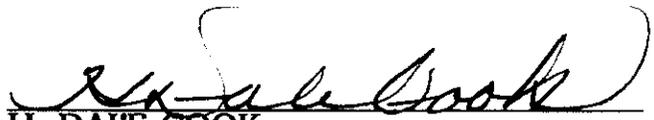
unenforceable against the FDIC. See FDIC v. Eagle Properties, Ltd., 664 F.Supp. 1027, 1054 n.5 (W.D.Tex. 1985). As for economic duress, even if true, such a claim renders an instrument voidable, not void. See Eash v. Pence, 246 P. 1091, 1093 (Okla. 1926). Voidable title is sufficient to trigger the FDIC's rights under §1823(e). See Langley v. FDIC, 484 U.S. 86, 93-94 (1987).

Remaining to be considered is plaintiffs' ECOA claim. The essence of this defense is that Union Bank allegedly required J. L. Diamond to obtain Gretna Diamond's signature on a note, an agreement and on mortgages which secured the debts, even though she was not a joint applicant with J. L. Diamond, and she had no intention of borrowing funds from Union Bank. It has been stated that the purpose of the ECOA is to eradicate credit discrimination against women, especially married women (e.g., requiring husbands' signatures for credit). See Anderson v. United Finance Co., 666 F.2d 1274, 1277 (9th Cir. 1982). First, the Court notes that the two-year statute of limitation of 15 U.S.C. §1691e(f) has expired. The most recent execution of documents involving Mrs. Diamond occurred on October 17, 1986. This action began on October 15, 1990. Further, there is no authority, in statutory language or case law, for the proposition that a violation of the ECOA renders an instrument void. Under Langley, supra, the FDIC is entitled to judgment. Cf. Circle v. Jim Walter Homes, Inc., 535 F.2d 583, 586-87 (10th Cir. 1976).

Third-party defendant Berry has not responded to the pending motion. The Court has independently reviewed the record, and concludes that judgment is appropriate against him as well.

It is the Order of the Court that the motion of the defendant Federal Deposit Insurance Corporation for summary judgment is hereby granted. Defendant is granted ten days in which to submit a form of Judgment.

IT IS SO ORDERED this 30 day of August, 1991.


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

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

F I L E D

AUG 29 1991

THE BOARD OF TRUSTEES OF THE)
PIPELINE INDUSTRY BENEFIT FUND,)

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

Plaintiff,)

vs.)

No. 91-C-593-B

CASPER COLOSIMO & SON, INC.,)
a Pennsylvania corporation,)

Defendant.)

ORDER OF DISMISSAL

NOW on this 29th day of August, 1991,
Plaintiff's Motion to Dismiss coming on for consideration and
counsel for Plaintiff herein representing and stating that all
issues, controversies, debts and liabilities between the parties
have been paid, settled and compromised;

IT IS THE ORDER OF THIS COURT that said action be, and
the same is, hereby dismissed with prejudice to the bringing of
another or future action by the Plaintiff herein.

Thomas R. Brett
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the _____ day of August, 1991, a true and correct copy of the above and foregoing Order of Dismissal was mailed, proper postage thereon fully prepaid, to:

Casper Colosimo & Son, Inc.
5170 Campbells Run Road
Pittsburg, Pennsylvania 15205

SONDRA FOGLEY HOUSTON, OBA NO. 4392
1640 South Boston Avenue
Tulsa, Oklahoma 74119
(918) 583-2624

Attorney for Plaintiff

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

FILED
AUG 28 1991

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

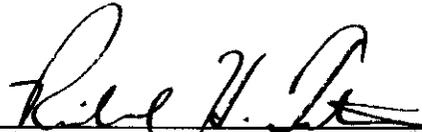
MARY SUE SMITHEY,)
)
 Plaintiff,)
)
 vs.)
)
 TRANSWESTERN MINING COMPANY,)
 a corporation; SUNBELT MINING)
 COMPANY, INC., a corporation,)
 and PUBLIC SERVICE COMPANY OF)
 NEW MEXICO, a corporation,)
)
 Defendants.)

Case Number 90-C-477-C

STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiff and all of the above-named Defendants, pursuant to Federal Rule of Civil Procedure 41, stipulate that this action shall be and is hereby dismissed with prejudice, with each party hereto to bear its own costs and attorneys' fees incurred herein.

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

By: 
Richard H. Foster (OBA #3055)
Scott R. Rowland (OBA #11498)
320 South Boston, Suite 500
Tulsa, Oklahoma 74103
(918) 582-1211

Ronald F. Horn
Keleher & McLeod, P.A.
P. O. Drawer AA
Public Service Building
414 Silver Avenue, S.W.
Albuquerque, New Mexico 87103
(505) 842-6262

Attorneys for all Defendants

R. THOMAS SEYMOUR

By: *R. Thomas Seymour*
R. Thomas Seymour (OBA #8099)
230 Mid-Continent Tower
Tulsa, Oklahoma 74103
(918) 583-5791

Attorneys for the Plaintiff

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

FILED
AUG 28 1991

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

LEONARD P. FITCHEW,)
)
 Petitioner,)
)
 v.)
)
 RON CHAMPION, et al,)
)
 Respondents.)

91-C-218-B ✓

ORDER

This order pertains to Petitioner's Motion for Reconsideration (Docket #12)¹.
Petitioner asks the court to reconsider its order of July 22, 1991, denying his petition for writ of habeas corpus as an abuse of the writ.

Petitioner alleges that this court, in citing the decision in McCleskey v. Zant, ___ U.S. ___, 111 S.Ct. 1454, 113 L.Ed.2d 517 (1991), did not take into consideration the unique features of Oklahoma procedural default rules, and that the decision is inapplicable to his case. However, this federal court is only held to the standards set by the Supreme Court for review of habeas corpus petitions.

Petitioner also claims that Maleng v. Cook, 109 S.Ct. 1923, 104 L.Ed.2d 540 (1989), and Gamble v. Parsons, 898 F.2d 117 (10th Cir.), cert. den. 111 S.Ct. 212 (1990), "compelled" him "to challenge [sic] his prior convictions through his CURRENT sentence instead of challenging [sic] them individually on Post-Conviction collateral proceedings" (Docket #12, pg. 6), and says this explains why he failed to challenge all four convictions at the state level. However, the Maleng and Gamble cases apply to habeas corpus actions,

¹ "Docket numbers" refer to numerical designations assigned sequentially to each pleading, motion, order, or other filing and are included for purposes of record keeping only. "Docket numbers" have no independent legal significance and are to be used in conjunction with the docket sheet prepared and maintained by the United States Court Clerk, Northern District of Oklahoma.

13

which can only be commenced after sentences have been challenged through state post-conviction relief proceedings - federal habeas corpus relief is not an option to state post-conviction relief. There is no merit to petitioner's contention, and cause has not been shown for failure to challenge all four of his previous convictions in his first habeas corpus action.

Petitioner attempts to show this court "how the invalid 1959 conviction taints the other convictions" (Docket #12, pg. 6) by discussing California law, the Tulsa County Court's lack of jurisdiction over his 1969 and 1972 cases, the California court's lack of jurisdiction over this 1975 case, the loss of state custody over him when he was convicted in 1978 in Creek County, the existence of tainted convictions that invalidate his 1978 Washington County conviction, and the denial of his right to appeal from his 1978 Payne County conviction. He has produced absolutely no evidence to substantiate the statements made, and most of his comments do not even relate to the 1959 conviction. Such self-serving comments do not constitute "clear and convincing evidence that the prior convictions used by the state, either directly or indirectly, tainted the second stage of the proceedings," as he alleges.

Petitioner states that government officials "interfered in the process" when he filed his first habeas corpus petition (Docket #12, pg. 9), but he does not describe what interference occurred. He claims he was "handicapped" while preparing his first habeas corpus petition because his records were destroyed in a prison riot and he was transferred between correctional institutions several times. The court finds these arguments unpersuasive to explain the cause of his failure to raise all his claims in his first habeas

corpus petition.

Petitioner notes that the facts in his case can be distinguished from the facts in Bailey v. Cowley, 914 F.2d 1438 (10th Cir. 1990), relied on by this court for the proposition that, if a defendant considers a former conviction when deciding to plead guilty to a later crime, the guilty plea is not involuntary. While the facts of the cases are distinguishable, the ruling in Bailey is still applicable to petitioner's plea of guilty.

Petitioner again raises for consideration by this court his allegations that he received ineffective assistance of counsel when he pled guilty and received his 1969, 1972, and 1978 sentences, and that he was denied due process in his sentencing. The court considered these issues in its order of July 22, 1991 and found no merit to them.

Petitioner claims this court has misconstrued Maleng v. Cook, as did the Tenth Circuit Court of Appeals in Gamble v. Parsons. Petitioner discusses state court cases which he says support the claim. The holding in Maleng applies to federal subject matter jurisdiction of habeas corpus proceedings, not to state court procedural requirements. There is no merit to petitioner's argument.

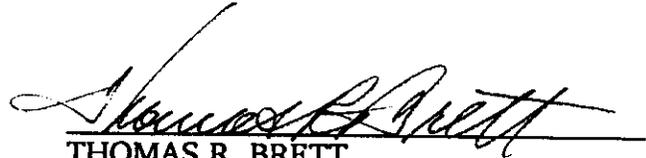
Petitioner cites Cooper v. State, 810 P.2d 1303 (Okla. Crim. App. 1991), claiming the court there "virtually has invalidated the 'so-called bare record' concept of Oklahoma's [sic]" and "is retroactive" even though the Cooper court did not say so. Petitioner is incorrect in this assumption.

Petitioner also claims that this court is "mandated" to rule on the validity of his prior convictions pursuant to a 1990 Seventh Circuit case. This court is not required to follow Seventh Circuit decisions.

The court agrees with petitioner that the sentencing process must satisfy constitutional requirements. However, the court remains convinced that petitioner's claims are without merit.

Petitioner's Motion for Reconsideration (Docket #12) is denied.

Dated this 28th day of August, 1991.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 28 1991

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

KATHRYN I. SOLIZ,)
)
 Plaintiff,)
)
 v.)
)
 LOUIS W. SULLIVAN, M.D.,)
 SECRETARY OF HEALTH AND HUMAN)
 SERVICES,)
 Defendant.)

90-C-841-E

ORDER

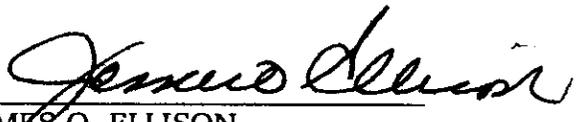
The Court has for consideration the Report and Recommendation of the United States Magistrate Judge filed July 31, 1991 in which the Magistrate Judge recommended that the matter be remanded.

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 United States Magistrate Judge should be and hereby is adopted and affirmed.

It is, therefore, Ordered that the matter is remanded for further action in accord with the Report and Recommendation of the United States Magistrate Judge.

Dated this 28th day of August, 1991.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

UNITED SIDING SUPPLY, INC.,)
)
Plaintiff,)
)
v.)
)
GRADY BROTHERS, INC., and)
JACK HOKE,)
)
Defendants.)

90-C-594-C

FILED

AUG 28 1991

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

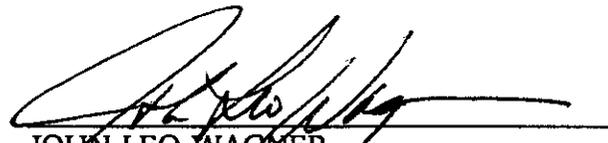
AMENDED JUDGMENT

This action came before the court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

It is therefore ordered that judgment is entered in favor of the plaintiff, United Siding Supply, Inc., and against defendants Grady Brothers, Inc., and Jack Hoke in the amount of \$106,258.48 plus accrued interest through March 31, 1991, in the sum of \$31,389.32, and interest on the principal sum from April 1, 1991, at 18% per annum, and a reasonable attorney fee.

It is further ordered that judgment is entered in favor of the plaintiff, United Siding Supply, Inc., and against defendant, Grady Brothers, Inc., on its Counterclaim.

Dated this 27th day of August, 1991.


JOHN LEO WAGNER
UNITED STATES MAGISTRATE JUDGE

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

FILED

AUG 28 1991

DOROTHY SCHELL,

Plaintiff

v.

LOUIS W. SULLIVAN, M.D.,
Secretary of Health
and Human Services,

Defendants.

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

90-C-409-B

JUDGMENT

In accordance with the Court's Order entered this date, judgment is entered in favor of the plaintiff for the benefit of her counsel, Mark E. Buchner, and against the Defendant, Louis W. Sullivan, M.D., Secretary of Health and Human Services, in the amount of \$4,619.00 for attorney's fees and expenses.

IT IS SO ORDERED, this 28th day of August, 1991.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

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

AUG 28 1991

[Handwritten initials]

JACOB SILVER, CLERK
U.S. DISTRICT COURT

LOUISE MORTON)
)
 Plaintiff,)
)
 v.)
)
 DAN TOMAC and WILLIAM R. RILEY)
 and MID-CONTINENT POWER COMPANY,)
 INC., an Oklahoma Corporation,)
 all jointly and severally,)
)
 Defendants.)

Case No. 91-C-407-B ✓

O R D E R

This matter comes on for consideration of Plaintiff Louise Morton's (Morton) Motion To Remand filed herein on June 24, 1991¹. Additionally, the Court will consider Defendants' Motions to Dismiss filed herein on June 12, 1991, (William R. Riley and Mid-Continent Power Company, Inc.) and June 17, 1991, (Dan Tomac), respectively.

Morton filed, in Mayes County, Oklahoma, District Court, a state claim tort action alleging four causes of actions against the Defendants. In her first cause of action Morton alleged Defendant Dan Tomac (Tomac) ". . . with lewd and wanton intent grabbed with

¹ Plaintiff's Motion To Remand was entitled "PLAINTIFF'S ANSWER TO DEFENDANT'S NOTICE OF REMOVAL AND DEFENDANT'S MOTION FOR DISMISSAL AND PLAINTIFF'S BRIEF IN SUPPORT". In her prayer for relief, Plaintiff requests the Court to remand the case to state court. Defendants concede and the Court concludes Plaintiff properly initially remand proceedings within the time restraints of 28 U.S.C. §1447.

his hands the buttocks of plaintiff and proceeded to maul and feel that portion of the plaintiff's body in a lewd, lascivious and outrageous manner." Morton's second cause of action charges Tomac with intentional infliction of emotional distress by his "acts of sexual harassment and unrelenting offensive physical contact". In her third and fourth causes of action Morton charges Mid-Continent Power Company, Inc. (Mid-Continent) and William R. Riley (Riley), respectively, with gross negligence and intentional infliction of emotional distress because both had ". . . constructive and actual knowledge of the sexual harassment, sexual battery and offensive physical contact suffered by plaintiff . . .".

Morton's state court Petition made no mention of any right or claim she might possess under the federal sexual discrimination statute, Title VII², or the state counterpart, 25 O.S. §1301 *et seq.*

Defendants removed this matter to this Court on June 12, 1991, alleging, as a basis for removal, the existence of a federal question, i.e. that "Plaintiff's allegations of sexual harassment in the work place state a cause of action under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*". Defendants Riley and Mid-Continent, simultaneously, filed their Motion to Dismiss premised³ upon Plaintiff having failed to exhaust her administrative remedies by not having obtained a notice of right to sue from Oklahoma Human Rights Commission (OHRC). Alternatively,

² 42 U.S.C. §2000e *et seq.*

³ Tomac filed his Motion to Dismiss, upon the same premise, June 17, 1991.

Defendants seek a stay until Plaintiff receives the notice of right to sue.

In support of her Motion to Remand Morton argues her Complaint (Petition) purposefully plead no federally-created claim even though she may possess such a cause of action under the federal statute, Title VII; that it is her choice, as a plaintiff, how to proceed. Further, Morton avers that each cause of action alleged by her in the state court Petition is supported by Oklahoma law.

Morton does acknowledge she filed an OHRC Complaint nine days prior to filing her state court action, alleging sexual harassment during her employment with Mid-Continent. Morton urges such filing was done only to preserve the possibility of pursuing a Title VII sexual harassment claim if she so chooses but that she is not required to pursue such claim. Further, Morton argues that even if her Complaint could be construed as a claim under Title VII for sexual harassment, Title VII does not preempt a state action for such a claim, citing Yellow Freight System, Inc. v. Donnelly, 494 U.S. 820, 110 S.Ct. 1566, 108 L.Ed.2d 834 (1990).

Defendants respond to Morton's Motion To remand urging that when an action is removed to federal court based upon a federal question being involved, the federal nature of the claim must be a basic issue in the case, whether or not specifically pleaded, citing Sweeney v. Morgan Drive Away, Inc., 394 F.Supp. 1216 (D.C.Colo.1975). Defendants further argue an indispensable condition for removability is that the action could have originally been brought in federal court, citing Blank v. Blank, 320 F.Supp.

1389 (W.D.Pa.1971), but that a plaintiff may not defeat federal jurisdiction by artfully pleading around the federal statute. Lastly, Defendants urge a claim for sexual harassment in employment also may constitute discrimination pursuant to Title VII, citing Meritor Saving Bank v. Vinson, 477 U.S. 57, 106 S.Ct. 2399, 91 L.Ed.2d 49 (1986).

The Court accepts the basic premise of each of Defendants' authorities. But still unanswered is the more narrow issue before the Court, which is: May a Plaintiff, by restrictive pleading and a deliberate choice of a state forum, pursue a purely state law claim, the same facts of which may constitute a federal claim, where the state claim is not preempted by the federal claim and where the federal courts do not have exclusive jurisdiction thereof? The Court concludes a Plaintiff may.

Defendants assert federal courts have *original jurisdiction* in Title VII matters but make no argument that original equates with exclusive jurisdiction. In fact, federal courts do not have exclusive jurisdiction in Title VII cases. Yellow Freight System, Inc. v. Donnelly, *supra*; Tafflin v. Levitt, 493 U.S.455, 110 S.Ct. 792, 107 L.Ed.2d 887 (1990) *reh. den.* 110 S.Ct. 1942, 109 L.Ed2d 305.

Further, Defendants do not claim Title VII claims preempt state sexual harassment claims. Even if the state sexual harassment claim were preempted, it does not necessarily follow that a removal to federal court may be based upon such preemption. People of State of Ill. v. Kerr-McGee Chemical Corp., 677 F.2d 571 (7th Cir. 1982),

cert. den. 459 U.S. 1049, 103 S.Ct. 469, 74 L.Ed.2d 618. First Nat. Bank of Aberdeen v. Aberdeen Nat. Bank, 627 F.2d 843 (8th Cir. S.. 1980). Federal preemption is an affirmative defense, to be raised in the state court proceeding.

However, where a plaintiff has "artfully pleaded" around a federal preemptive statute, removal in certain labor cases has been allowed. Schroeder v. Trans World Airlines, Inc., 702 F.2d 189 (9th Cir. 1983). Defendants have cited no authority where the "artful pleading" doctrine has been extended to Title VII cases.

Not all labor law cases allow removal, particularly where the preemption is not complete. In Local No. 57 v. Bechtel Power Corp., 834 F.2d 884 (10th Cir. 1987) *cert. den.* 486 U.S. 1055, 108 S.Ct. 2822, 100 L.Ed 2d 923, the Court stated:

[2] The well-pleaded complaint rule applies even when "both parties admit that the only question for decision is raised by a federal pre-emption defense." *Franchise Tax Board*, 463 U.S. at 12, 103 S.Ct. at 2848. Despite this, a complaint purporting to rely entirely on state-created rights and remedies sometimes may be deemed to have stated a cause of action arising under federal law. "[I]f a federal cause of action completely pre-empts a state cause of action any complaint that comes within the scope of the federal cause of action necessarily 'arises under' federal law." *id.* at 24, 103 S.Ct. at 2854."

In the instant case there is no suggestion that Title VII sexual harassment claims even *partially* preempt state sexual harassment claims.

In the present matter, Plaintiff perhaps is indulging not so much in "artful pleading" as "careful choosing" for reasons known

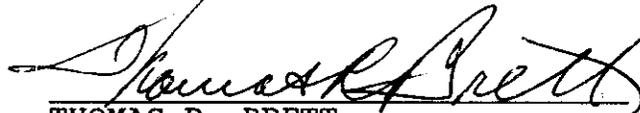
best by Plaintiff and her counsel.⁴ However, by choosing to purposely avoid Title VII implication, Plaintiff may well be foregoing future use of any claim thereunder. For example, she may become barred by the doctrine of *res judicata*, the statute of limitations, the prohibition against splitting a single cause of action, or other preclusive legal bar. But that issue is not before the Court and is reserved for another day and perhaps another Court.

The Court concludes Plaintiff's Motion To Remand should be and the same is hereby GRANTED. Defendants' Motion To Dismiss, on the issue of failure to exhaust administrative remedies, should be and the same is herewith DENIED as moot. Additionally, the Court will defer to the State Court the Defendants' Motion To Dismiss Plaintiff's First Cause of Action (for sexual battery) urged by Defendants on the ground that Oklahoma does not recognize such a claim.

The Court concludes this matter should be and the same is herewith REMANDED to the District Court for Mayes County, Oklahoma. Costs for the removal and remand are hereby awarded in favor of Plaintiff and against the Defendants if timely applied for under Local Rule 6.

⁴ Plaintiff may well seek to avoid the requisite showing of "severe and pervasive" conditions of a victim's working environment, necessary to be actionable under a Title VII sexual harassment claim. Meritor Savings Bank v. Vinson, *supra*; Hicks v. Gates Rubber Co., 833 F.2d 1406 (10th Cir. 1987).

IT IS SO ORDERED this 28th day of August, 1991.

A handwritten signature in cursive script, appearing to read "Thomas R. Brett". The signature is written in black ink and is positioned above the printed name.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

F I L E D

AUG 28 1991

JOHN R. SOARES,
PLAINTIFF

VS.

DARRELL J. SEKIN & CO.,
d/b/a Sekin Transport
International, a Texas
corporation,
DEFENDANT

)
)
)
)
) Civil Action NO.
) 90-C-807-B
)
)
)
)
)

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

ORDER OF DISMISSAL

NOW ON this 28 day of August, 1991, there comes on to be heard as pertains the above styled legal cause Plaintiff's Motion to Dismiss, and the Court being fully advised in the premises, finds that said Motion to Dismiss should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the First Cause of Action, together with the Third Cause of Action, under Plaintiff's previously filed Complaint be and is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the dismissal of the First and Third Cause(s) of Action, respectively, be without prejudice to the remaining cause of action under Plaintiff's Complaint, namely the Second Cause of Action.

It is further ordered that the clerk of this clerk enter this dismissal in the record of this Court.

BE IT SO ORDERED.

Thomas R. Brett
UNITED STATES DISTRICT JUDGE

Bruce G. Straub, OBA 8683
5310 E. 31st St. Suite 705
Tulsa, Oklahoma 74135
(918) 663-8800
Attorney for Plaintiff

challenging illegality of detention . . . reduced to a sham if the trial courts [did] not act within a reasonable time. . . .

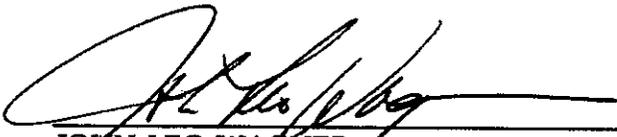
Stines, supra at 1324.

The Stines court, however, did not have to reach the issue of whether a district court may ever grant a default judgment in a habeas corpus proceeding if there is a serious delay. The delay in Stines was minor and apparently an isolated and inadvertent mistake.

Based on the above, the Magistrate Judge finds that the failure of the office of the Attorney General of Oklahoma to file a timely response does not afford petitioner a basis for relief. Here the State has asked for and been granted an extension of fourteen (14) days in which to file a response. Assuming arguendo that district courts have the power to grant default judgments in habeas proceedings, the Magistrate Judge believes that a default judgment should be preserved as a sanction only against a respondent's long and inadequately explained delay.

Therefore, petitioner's Motion for Default Judgement [sic] Pursuant to Rule 55 F.R.Civ.P. and Under the Protection of Haines v. Kerner, 92 S.Ct. 594 (1972) is denied.

Dated this 28th day of August, 1991.


JOHN LEO WAGNER
UNITED STATES MAGISTRATE JUDGE

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

FILED

AUG 28 1991

THOMAS F. CAMPBELL,
Plaintiff,

vs.

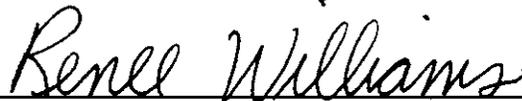
BURLINGTON NORTHERN
RAILROAD COMPANY, a Delaware
corporation,

Defendant.

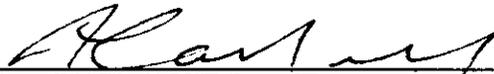
No. 90-C-99-C

STIPULATION OF DISMISSAL

Come ow the plaintiff and the defendant, by and through their attorneys, and stipulate and agree that this case should be dismissed with prejudice for the reason all controversy between the parties has been resolved and this case has been settled.



RENEE WILLIAMS
FRASIER & FRASIER
P. O. BOX 799
TULSA, OK 74101
(918) 584-4724



A. CAMP BONDS, JR. OBA #944
BONDS, MATTHEWS, BONDS & HAYES
P. O. BOX 1906
MUSKOGEE, OK 74402-1906
(918) 683-2911

FILED

AUG 28 1991

DECK B. CLERK
U.S. DISTRICT COURT

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

SCOTT FURMAN MAXEY,
a minor, by his mother and next
friend, Diana Maxey,

vs.

ROBERT FULTON, individually,
JULIA TESKA, individually,
JAMES BORREN, individually,
HAROLD GOLDMAN, individually,
HERIBERTO MARTINEZ, individually,
JOHN DENTIST, individually,
JOHN DOCTOR, individually,
JANE DOCTOR, individually

CIVIL ACTION

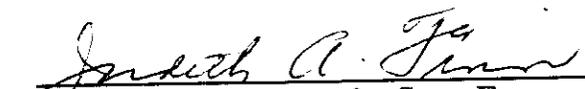
No. 85-C-438-E

STIPULATION OF DISMISSAL

Pursuant to the agreement of the parties, the parties hereby stipulate to the dismissal with prejudice of this action, with the stipulation that the attorney fees for Bullock & Bullock are to be determined by the Court upon application.

IT IS SO STIPULATED.


Diana Mapes, mother and next friend
of Scott Furman Maxey Mapes


Judith Finn, Attorney for Scott Furman
Maxey Mapes



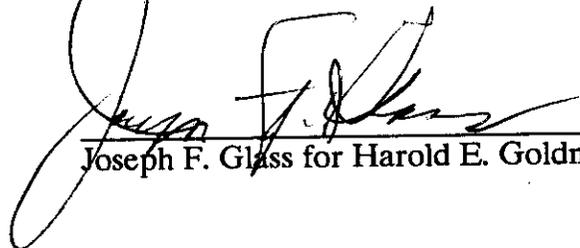
**Louis W. Bullock, Former Attorney for
Scott Furman Maxey**



**Roger Stuart, Attorney for Robert
Fulton and Julia Teska**



Robert A. Nance for James Borren



Joseph F. Glass for Harold E. Goldman

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

FILED

AUG 27 1991

CLERK
U.S. DISTRICT COURT

ALVAH MANN

Plaintiff,

v.

CITY OF CUSHING, a municipal
corporation,

Defendant.

CASE NO. 91-C-431-B ✓

O R D E R

This matter comes on for consideration upon the Defendant City of Cushing's Motion to Dismiss this action for alleged improper venue.

Plaintiff Alvah Mann (Mann) was, at all relevant times herein, employed by Defendant City of Cushing (City). City is entirely located within the boundary of Payne County, Oklahoma, within the Western District of Oklahoma.

Mann brings multiple claims alleging violations of 42 U.S.C. §1983 and 25 O.S. §1301 *et seq*, breach of an implied contract and a Burk¹ tort of wrongful discharge in violation of public policy. Mann, an oiler at the Cushing Power Plant, alleges he failed to disclose a previous back injury to City when he applied for employment but disclosed this to City prior to the conclusion of his probation period. City took no adverse action against Mann at

¹ 770 P.2d 24, (Okl. 1989).

that time. Five years later Mann was admitted to Rader Institute in Tulsa, diagnosed as suffering Bulimia Nervosa, an eating disorder. Several months thereafter Mann was terminated by City for failure to give City proper notice of his absence. Mann alleges a property interest in his employment because of personnel manuals of City.

Mann's attorney inadvertently filed this action in the Northern District of Oklahoma. Mann concedes venue to be improper in this district. City seeks a dismissal based upon such admitted improper venue.

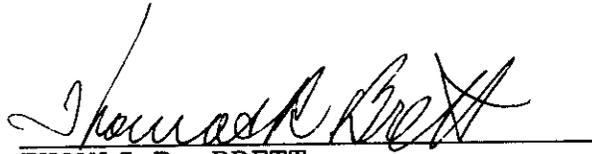
The Court may select, within its sound discretion, dismissal or transfer for improper venue . Federal Procedure, §1:730. Usually, transfer is considered to be more in the "interest of justice" than dismissal, courts generally resolving any doubts in favor of preserving the action. Nation v. United State Government, 512 F.Supp. 121 (S.D. Ohio 1981); Phillip Gall & Son v. Garcia Corp., 340 F.Supp. 1255 (E.D.Ky. 1972). There has been no indication the present suit was commenced in an improper venue for some malign purpose, another reason to favor transfer over dismissal. De La Fuente v. ICC, 451 F.Supp. 867 (N.D. Ill. 1978).

Transfer of this case to the United States District Court for the Western District of Oklahoma, as opposed to dismissal, is in the interest of justice. The parties are all located within the Western District and transfer thereto promotes judicial economy. This action could have initially been brought in the Western District. 28 U.S.C. §116(c). It is a requirement that the proposed transferee forum be one in which venue would have been proper in

the first instance. 28 U.S.C. 1406(a). Blackmar v. Guerre, 190 F.2d 427 (5th Cir. 1951), *aff'd*. 342 U.S. 512, 72 S.Ct. 410, 96 L.Ed. 534 (1952).

The Court concludes this matter should be and the same is hereby TRANSFERRED to the Western District of Oklahoma.

IT IS SO ORDERED this 27th day of August, 1991.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

In Re:) NO. M-1417
ASBESTOS LITIGATION) ASB (I) -

CARL DESMOND THRASHER)
and MARGUERITE F. THRASHER,)
Plaintiffs,)

vs.) 90-C-277-B /

FIBREBOARD CORPORATION, et al.,)
Defendants.)

FILED
AUG 27 1991
Jack C. Silver, Clerk
U.S. DISTRICT COURT

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

The court being in receipt of the Stipulation for Order Dismissing Action requesting of the Court an approval of the dismissal of Defendant Owens-Illinois, Inc. with prejudice from the above-captioned matter.

And being fully advised in the premises,

IT IS HEREBY ORDERED:

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


THOMAS R. BRETT,
U.S. DISTRICT JUDGE

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

FILED

AUG 27 1991

U.S. DISTRICT COURT
CLERK

JULIE A. GIBSON,
Plaintiff,
v.
ALLIANCEWALL CORPORATION,
Defendant.

CASE NO. 91-C-158-B ✓

ORDER

This matter comes on for consideration upon Defendant Alliancewall Corporation's (Alliancewall) Motion to Dismiss Plaintiff's Second Cause of Action.

In her First Cause of Action, Plaintiff Julie A. Gibson (Gibson) alleges a Title VII sexual discrimination action pursuant to 42 U.S.C. §2000 *et seq.* Plaintiff also alleges Defendant violated 25 O.S. §1301, Oklahoma's sexual discrimination statute.

Gibson's Second Cause of Action alleges a Burk¹ tort based upon the same factual allegations.

Factually, Gibson alleges she became employed with Alliancewall in April, 1989, as a purchasing agent. She alleges her supervisor, Tom Watkins (Watkins), "insisted she accompany him on a regular basis to lunch and dinner and other social functions after working hours. The Plaintiff was told by Mr. Watkins that women should be subservient to men and follow their directions

¹ Burk v. K-Mart, 770 P.2d 24 (Okl. 1989).

8

without objection and it was made clear to Plaintiff that her job was on the line."

Gibson further alleges she began, in December, 1989, dating a co-worker which activity was not prohibited by company policy. Watkins allegedly told Gibson that "if she did not terminate the relationship with the co-worker, she would be discharged." Gibson alleges she was then assigned extra duties and, after complaining, was told by Watkins the problem could be eliminated if she stopped dating her co-worker.

On February 6, 1990, Gibson voluntarily resigned "following repeated harassment demands and threats by Plaintiff's supervisor". Plaintiff alleges that at the time she resigned she was informed she was being put on probation for poor job performance, a matter not previously mentioned.

Initially, Defendant's Motion to Dismiss the Burk tort alludes to the divergence of opinion within the Northern District's Judges of the issue of whether an existing administrative or judicial remedy pre-empts a Burk tort. This Court is of the opinion it does not. Burk v. KMART CORPORATION, 86-C-440-B (N.D. Okla., Order of October 23, 1989).

Defendant next attacks Gibson's Second Cause of Action on the premise that it does not fit the Burk criteria irrespective of whether another, pre-empting remedy exists.

Defendant relies heavily upon the oft-quoted language in Burk, at page 29, which reads: ". . . the circumstances which present an actionable tort claim under Oklahoma is where an employee is

discharged for refusing to act in violation of an established and well-defined public policy or for performing an action consistent with a clear and compelling public policy." Defendant urges a Burk claimant must have "refused to act", such as in McGehee v. Florafax Int'l., 776 P.2d 852 (Okla. 1989) (employee refused to execute false affidavits for small claims court proceedings); Todd v. Frank's Tong Service Inc., 784 P.2d 47 (Okla. 1989) (truck driver refused to drive unsafe trucks) or "did act consistent with public policy" as in Vannerson v. Board of Regents of University of Okla., 784 P.2d 1053 (Okla. 1989) (employee reported inventory thefts of state property to law enforcement), before a tort claim arises.

To dismiss a complaint and action for failure to state a claim upon which relief can be granted it must appear beyond doubt that Plaintiff can prove no set of facts in support of his claim which would entitle him to relief. Conley v. Gibson, 355 U.S. 41 (1957). Motions to dismiss under Rule 12(b), Fed.R.Civ.P. admit all well-pleaded facts. Jones v. Hopper, 410 F.2d 1323 (10th Cir. 1969), *cert. denied*, 397 U.S. 991 (1970). The allegations of the Complaint must be taken as true and all reasonable inferences from them must be indulged in favor of complainant. Olpin v. Ideal National Ins. Co., 419 F.2d 1250 (10th Cir. 1969), *cert. denied*, 397 U.S. 1074 (1970).

The Court concludes Plaintiff has, by the slimmest of margins, stated a Burk tort in her Second Cause of Action. Plaintiff does not allege that supervisor Watkins' motivation in insisting Gibson lunch and dine with him has sexual-favors connotation, a classic

sexual discrimination premise. Nor does she allege, as an alternative to sexual-favors, disparate treatment by Watkins by requiring only female employees to be subject to the extra-curricular lunch and dinner requirement as a means of harassing females. Nor does Gibson allege the penalty for dating co-workers (extra work) is imposed, disparately, upon only female employees.

But Gibson does allege a subservience requirement that, by its gender alignment, palpably applies to only females, i.e. "women should be subservient to men and follow their directions without objection". This allegation, coupled with Plaintiff's additional allegations, probably passes muster under Burk.

The Court concludes Defendant Alliancewall's Motion to Dismiss Plaintiff's Second Cause of Action should be and the same is hereby DISMISSED.

IT IS SO ORDERED this 27th day of August, 1991.


THOMAS R. BRET
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 27 1991

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 TONI W. MCGREW,)
)
 Defendant.)

Civil Action No. 91-C-205-B

DEFAULT JUDGMENT

This matter comes on for consideration this 27th day of August, 1991, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Kathleen Bliss Adams, Assistant United States Attorney, and the Defendant, Toni W. McGrew, appearing not.

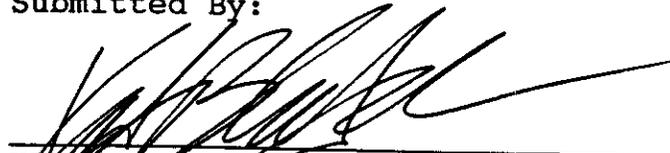
The Court being fully advised and having examined the court file finds that Defendant, Toni W. McGrew, was served with Summons and Complaint on July 10, 1991. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant 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, Toni W. McGrew, for the principal amount of \$902.70, accrued interest of \$341.33 as of January 10, 1991, administrative costs of \$44.17, plus interest thereafter at the rate of 3% percent per annum until

judgment, a surcharge of 10% of the amount of the debt in connection with the recovery of the debt to cover the cost of processing and handling the litigation and enforcement of the claim for this debt as provided by 28 U.S.C. § 3011, plus interest thereafter at the current legal rate of 5.68 percent per annum until paid, plus costs of this action.

S/ THOMAS R. BRETT
United States District Judge

Submitted By:



KATHLEEN BLISS ADAMS, OBA# 13625
Assistant United States Attorney
333 West 4th Street
Tulsa, Oklahoma 74103
(918)581-7463

RNB/tmm

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

RICHARD W. TIPTON,)
)
 Plaintiff,)
)
 vs.)
)
 AUTO-CHLOR SERVICES, INC.,)
 and PIZZA HUT OF AMERICA, INC.,)
)
 Defendant,)
)
 and)
)
 AUTO-CHLOR SYSTEM, LTD.,)
)
 Additional Party)
 Defendant.)

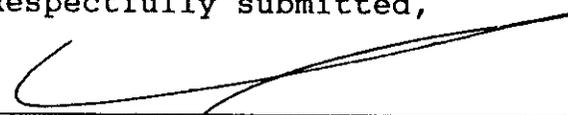
FILED
 AUG 27 1991
 Jack C. Silver, Clerk
 U.S. DISTRICT COURT

Case No. 90-C-771-B

STIPULATION OF DISMISSAL WITH PREJUDICE

Comes now the remaining parties in this lawsuit, Richard W. Tipton, and Pizza Hut of America, Inc., and pursuant to Rule 41(a), Federal Rules of Civil Procedure, stipulate that this lawsuit should be and hereby is dismissed with prejudice.

Respectfully submitted,



 KEN RAY UNDERWOOD
 800 Mapco Plaza Building
 1717 South Boulder
 Tulsa, OK 74119
 Attorney for Plaintiff,
 Richard W. Tipton

SECRET & HILL

By:



 JAMES K. SECRET, JR., OBA #8049
 ROGER N. BUTLER, JR., OBA #13668
 7134 South Yale, Suite 900
 Tulsa, Oklahoma 74136
 Attorneys for Defendant,
 Pizza Hut of America, Inc.

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

FILED

AUG 27 1991
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Royce Rosser, d/b/a)
Rosser Wrecker Service,)
)
Plaintiff,)
)
v.)
)
City of Broken Arrow,)
Oklahoma, a Municipal)
Corporation, and J.R.)
Stover, Chief of Police,)
)
Defendants.)

Case No. 90 C 482 B

ORDER

It appearing to the satisfaction of this Court that all matters and controversies have been settled by and between the parties hereto, as evidenced by the signatures of their attorneys on the Stipulation of Dismissal filed herein; therefore,

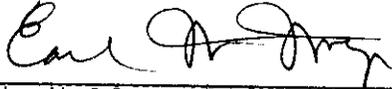
IT IS ORDERED that the above-entitled action be, and is hereby dismissed, with prejudice to the Plaintiff and without costs to either party.

Dated this 27th day of August, 1991.

MARCIANO R. BRETT

Judge of the District Court

Approved as to form:



Earl W. Wolfe, OBA# 9824
Hartford Building
110 South Hartford
Suite 123
Tulsa, Oklahoma 74120-1834
(918) 582-3168
ATTORNEY FOR PLAINTIFF,
ROYCE ROSSER d/b/a ROSSER WRECKER SERVICE



Michael R. Vanderburg, OBA #9180
John E. Dorman, OBA# 11289
City of Broken Arrow
P.O. Box 610
Broken Arrow, Oklahoma 74013
ATTORNEY FOR DEFENDANT,
CITY OF BROKEN ARROW AND
J.R. STOVER, CHIEF OF POLICE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 27 1991

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 TONI W. MCGREW,)
)
 Defendant.)

Civil Action No. 91-C-206-B

DEFAULT JUDGMENT

This matter comes on for consideration this 27th day of August, 1991, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Kathleen Bliss Adams, Assistant United States Attorney, and the Defendant, Toni W. McGrew, appearing not.

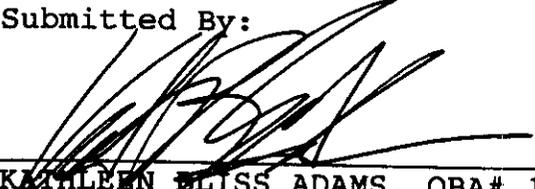
The Court being fully advised and having examined the court file finds that Defendant, Toni W. McGrew, was served with Summons and Complaint on July 10, 1991. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant 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, Toni W. McGrew, for the principal amount of \$592.74, accrued interest of \$191.03 as of January 10, 1991, administrative costs of \$27.83, plus interest thereafter at the rate of 3% percent per annum until

judgment, a surcharge of 10% of the amount of the debt in connection with the recovery of the debt to cover the cost of processing and handling the litigation and enforcement of the claim for this debt as provided by 28 U.S.C. § 3011, plus interest thereafter at the current legal rate of 5.68 percent per annum until paid, plus costs of this action.

United States District Judge

Submitted By:



KATHLEEN BLISS ADAMS, OBA# 13625
Assistant United States Attorney
333 West 4th Street
Tulsa, Oklahoma 74103
(918)581-7463

JBS/sl

FILED

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

AUG 26 1991

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

JIMMIE DON SPOON and
RAYLENE ANNETTE SPOON,

Plaintiffs,

vs.

SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Defendant,

and

BROKEN ARROW PLUMBING, INC.,

Third Party Defendant,

and

VANGUARD PLASTICS, INC.,

Additional Third Party
Defendant,

and

ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,

Third Party Defendants,

and

FIRST HOME SERVICE CORPORATION,

Additional Defendant.

Case No.: 90-C-107-E

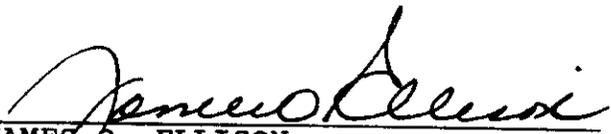
1
y

ORDER OF DISMISSAL WITH PREJUDICE

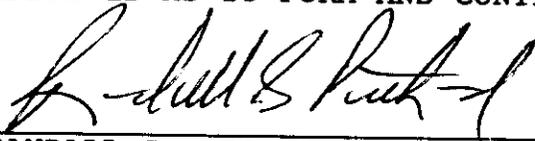
NOW ON THIS 26 day of Aug, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiffs Jimmie Don Spoon and Raylene Annette Spoon and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.


JAMES O. ELLISON
U.S. District Judge

APPROVED AS TO FORM AND CONTENT:



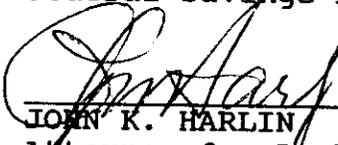
RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



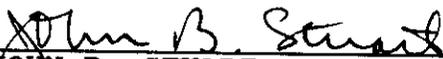
J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.

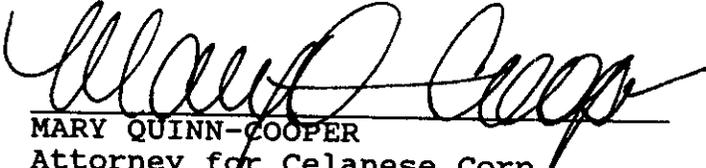


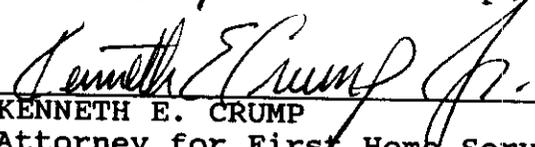
JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON
Attorney for Admiral Marine
Products


GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.


MARY QUINN-COOPER
Attorney for Celanese Corp.


KENNETH E. CRUMP
Attorney for First Home Service

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

FILED
AUG 26 1991

U.S. DISTRICT COURT
CLERK

MCI TELECOMMUNICATIONS CORPORATION,

Plaintiff,

v.

FALCON METAL STRUCTURE COMPANY,

Defendant.

Case No. 91-C-177-B ✓

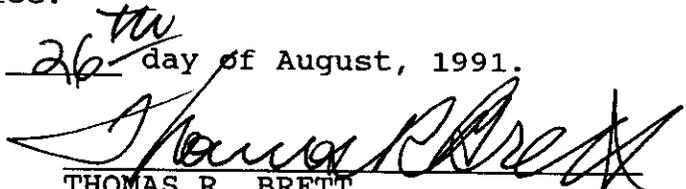
ORDER

The Complaint in this matter was filed March 21, 1991. The record reflects a Return of Service indicating service upon the defendant "c/o-Gayelyn Alonso at 3315 East 39th Street; Tulsa, OK" on April 1, 1991. The Alias Summons indicates John J. Tanner, 3315 East 39th Street, Tulsa, OK 74135, is the Registered Agent for Defendant Falcon Metal Structure. Nothing in the file indicates service upon Gayelyn Alonso is proper service upon the Defendant, Falcon Metal Structure Company.

The case is subject to dismissal without prejudice pursuant to Rule 4 (j), Federal Rules of Civil Procedure.

The Court concludes this matter should be and the same is hereby Dismissed Without Prejudice.

IT IS SO ORDERED this 26th day of August, 1991.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

JBS/sl

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

FRANCIS STEVEN SPEARS and
LINDA ANN SPEARS,

Plaintiffs,

vs.

SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Defendant,

and

BROKEN ARROW PLUMBING, INC.,

Third Party Defendant,

and

VANGUARD PLASTICS, INC.,

Additional Third Party
Defendant,

and

ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,

Third Party Defendants,

and

FIRST HOME SERVICE CORPORATION,

Additional Defendant.

Case No.: 90-C-110-E

FILED

AUG 26 1991

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

21

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiffs Francis Steven Spears and Linda Ann Spears and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

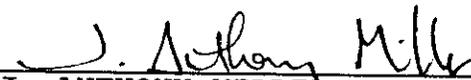
ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

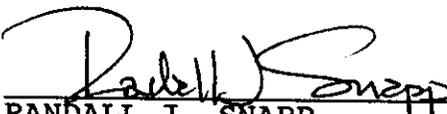
IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.

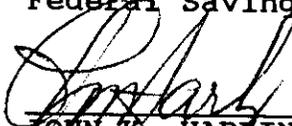

JAMES O. ELLISON
U.S. District Judge

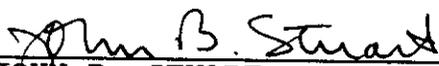
APPROVED AS TO FORM AND CONTENT:


RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore


J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker

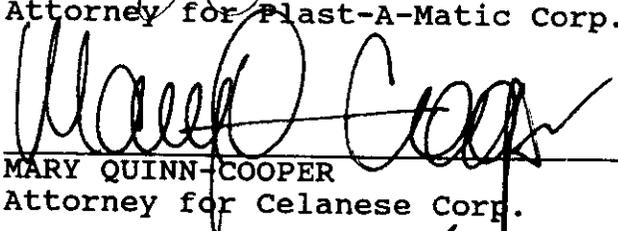

RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association

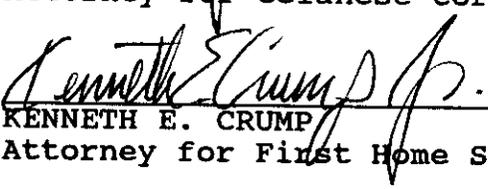

JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.


JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.


EUGENE ROBINSON
Attorney for Admiral Marine
Products


GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.


MARY QUINN-COOPER
Attorney for Celanese Corp.


KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

FREDDIE C. SHOCKLEY,
Plaintiff,
vs.
SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,
Defendant,
and
BROKEN ARROW PLUMBING, INC.,
Third Party Defendant,
and
VANGUARD PLASTICS, INC.,
Additional Third Party
Defendant,
and
ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,
Third Party Defendants,
and
FIRST HOME SERVICE CORPORATION,
Additional Defendant.

Case No.: 90-C-113-E

FILED

AUG 26 1991

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

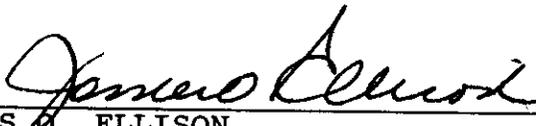
41

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Freddie C. Shockley and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.


JAMES B. ELLISON

APPROVED AS TO FORM AND CONTENT:



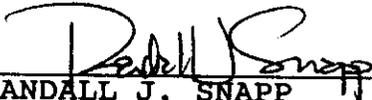
RANDALL S. PICKARD

Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



J. ANTHONY MILLER

Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



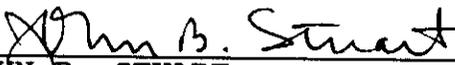
RANDALL J. SNAPP

Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN

Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART

Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON

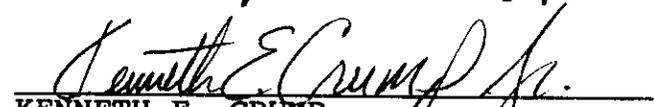
Attorney for Admiral Marine
Products



GREGORY D. NELLIS

Attorney for Plast-A-Matic Corp.


MARY QUINN-COOPER
Attorney for Celanese Corp.


KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

GEORGE STALKER,
Plaintiff,
vs.
SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,
Defendant,
and
BROKEN ARROW PLUMBING, INC.,
Third Party Defendant,
and
VANGUARD PLASTICS, INC.,
Additional Third Party
Defendant,
and
ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,
Third Party Defendants,
and
FIRST HOME SERVICE CORPORATION,
Additional Defendant.

Case No.: 90-C-114-E

FILED

AUG 26 1991

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

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff George Stalker and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.



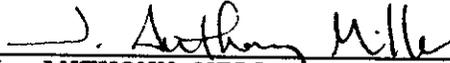
JAMES O. ELLISON

APPROVED AS TO FORM AND CONTENT:



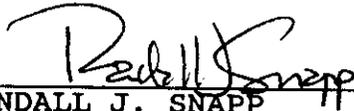
RANDALL S. PICKARD

Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



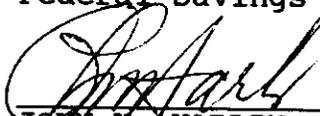
J. ANTHONY MILLER

Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



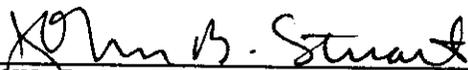
RANDALL J. SNAPP

Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN

Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART

Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON

Attorney for Admiral Marine
Products



GREGORY D. NELLIS

Attorney for Plast-A-Matic Corp.



MARY QUINN-COOPER
Attorney for Celanese Corp.



KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

ROBERT SMITH,
Plaintiff,
vs.
SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,
Defendant,
and
BROKEN ARROW PLUMBING, INC.,
Third Party Defendant,
and
VANGUARD PLASTICS, INC.,
Additional Third Party
Defendant,
and
ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,
Third Party Defendants,
and
FIRST HOME SERVICE CORPORATION,
Additional Defendant.

Case No.: 90-C-115-E

FILED

AUG 26 1991

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

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Robert Smith and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.

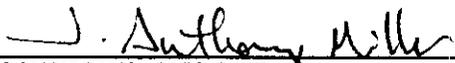


JAMES O. ELLISON

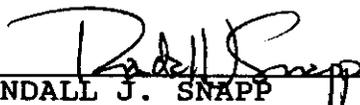
APPROVED AS TO FORM AND CONTENT:



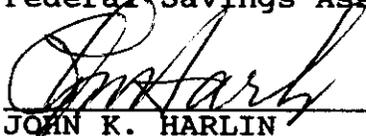
RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



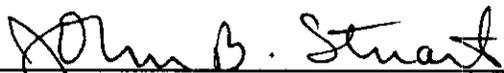
J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.



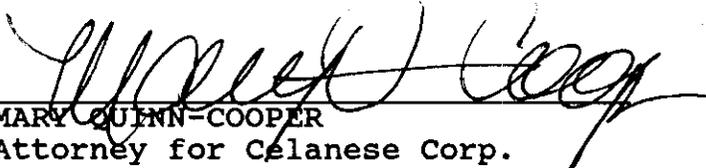
JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON
Attorney for Admiral Marine
Products



GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.



MARY QUINN-COOPER
Attorney for Celanese Corp.



KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

JANET F. SISCO,

Plaintiff,

vs.

SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Defendant,

and

BROKEN ARROW PLUMBING, INC.,

Third Party Defendant,

and

VANGUARD PLASTICS, INC.,

Additional Third Party
Defendant,

and

ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,

Third Party Defendants,

and

FIRST HOME SERVICE CORPORATION,

Additional Defendant.

Case No.: 90-C-116-E

FILED

AUG 26 1991

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

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Janet F. Sisco and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

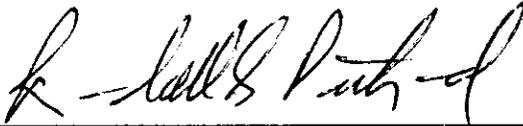
ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.



JAMES O. ELLISON

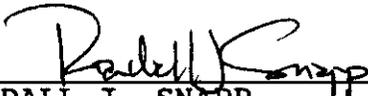
APPROVED AS TO FORM AND CONTENT:



RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



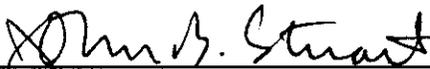
J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



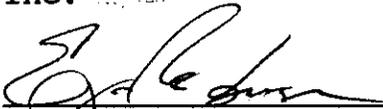
RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON
Attorney for Admiral Marine
Products



GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.

Mary Quinn Cooper

MARY QUINN-COOPER
Attorney for Celanese Corp.

Kenneth E. Crump Jr.

KENNETH E. CRUMP
Attorney for First Home Service

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

FILED
AUG 26 1991

JACQUELYNNE M. CLERK
U.S. DISTRICT COURT

JAMES WILSON, an individual, and)
GILMORE & WILSON CONSTRUCTION)
COMPANY, a Corporation)

Plaintiffs)

v.)

HARTFORD LIFE AND ACCIDENT)
INSURANCE COMPANY,)

Defendant.)

Case No. 90-C-917-B ✓

ORDER

The Petition (sic) in this matter was filed October 29, 1990. The record fails to reflect any Return of Service indicating service upon the Defendant. The case is subject to dismissal without prejudice pursuant to Rule 4 (j), Federal Rules of Civil Procedure.

The Court concludes this matter should be and the same is hereby Dismissed Without Prejudice.

IT IS SO ORDERED this 26 day of August, 1991.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 26 1991

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

RONALD L. BENNER,)
)
 Plaintiff,)
)
 vs.)
)
 CITY OF OWASSO, OKLAHOMA, an)
 Oklahoma Municipal Corporation,)
 and KARL HARTZKE, an individual)
 and DAN HARRIS, an individual,)
)
 Defendants.)

Case No. 90-C-873B

STIPULATION OF DISMISSAL WITH PREJUDICE

All the parties to this action hereby stipulate that any and all causes of action and claims against the Defendants, City of Owasso, Oklahoma, Karl Hartzke and Dan Harris, are hereby dismissed with prejudice.

Ronald L. Benner
RONALD L. BENNER, PLAINTIFF
Ronald L. Benner
By: *Joe L. White*
JOE L. WHITE
1718 West Broadway
Collinsville, Oklahoma 74021

ATTORNEY FOR PLAINTIFF,
RONALD L. BENNER

**ELLER AND DETRICH
A Professional Corporation**

BY: 

JOHN H. LIEBER, OBA #5421
2727 East 21st Street
Suite 200, Midway Building
Tulsa, Oklahoma 74114
(918) 747-8900

**ATTORNEYS FOR DEFENDANT,
CITY OF OWASSO, OKLAHOMA**

BY: 

JON COMSTOCK, ESQ.
1400 Boston Building
Suite 600
Tulsa, Oklahoma 74119

**ATTORNEY FOR DEFENDANTS,
KARL HARTZKE and DAN HARRIS**

JBS/sl

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

FLOYD E. DAVIS,)
)
Plaintiff,)
)
vs.)
)
SOONER FEDERAL SAVINGS AND)
LOAN ASSOCIATION,)
)
Defendant,)
)
and)
)
BROKEN ARROW PLUMBING, INC.,)
)
Third Party Defendant,)
)
and)
)
VANGUARD PLASTICS, INC.,)
)
Additional Third Party)
Defendant,)
)
and)
)
ADMIRAL MARINE COMPANY, PLAST-)
A-MATIC CORPORATION, and)
)
CELANESE CORPORATION,)
)
Third Party Defendants,)
)
and)
)
FIRST HOME SERVICE CORPORATION,)
)
Additional Defendant.)

Case No.: 90-C-117-E

FILED
AUG 26 1991
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Floyd E. Davis and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

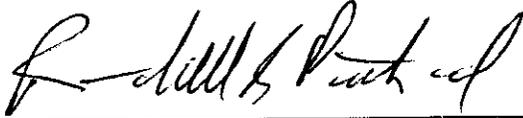
ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.

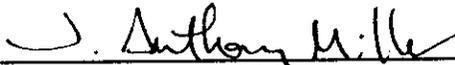


JAMES O. ELLISON

APPROVED AS TO FORM AND CONTENT:



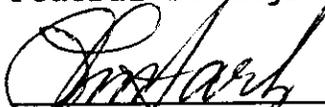
RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



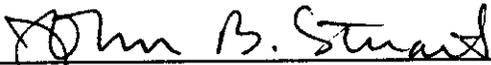
J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.



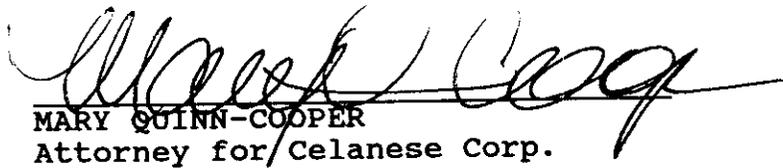
JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



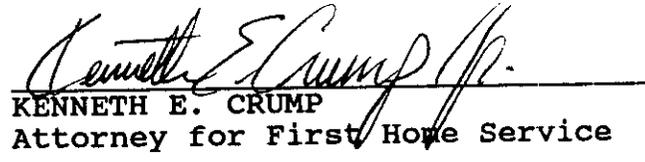
EUGENE ROBINSON
Attorney for Admiral Marine
Products



GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.


A large, stylized handwritten signature in black ink, appearing to read 'Mary Quinn-Cooper', is written over a horizontal line.

MARY QUINN-COOPER
Attorney for Celanese Corp.


A handwritten signature in black ink, appearing to read 'Kenneth E. Crump', is written over a horizontal line.

KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

EDWARD BRUMMETT and
ANITA BRUMMETT,

Plaintiffs,

vs.

SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Defendant,

and

BROKEN ARROW PLUMBING, INC.,

Third Party Defendant,

and

VANGUARD PLASTICS, INC.,

Additional Third Party
Defendant,

and

ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,

Third Party Defendants,

and

FIRST HOME SERVICE CORPORATION,

Additional Defendant.

Case No.: 90-C-118-E

FILED

AUG 26 1991

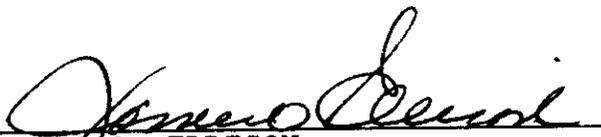
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiffs Edward Brummett and Anita Brummett and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal-Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

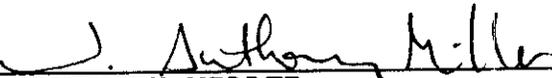
IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.


JAMES O. ELLISON
U.S. District Judge

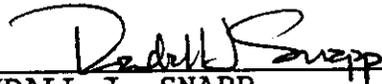
APPROVED AS TO FORM AND CONTENT:



RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



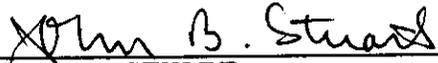
J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.

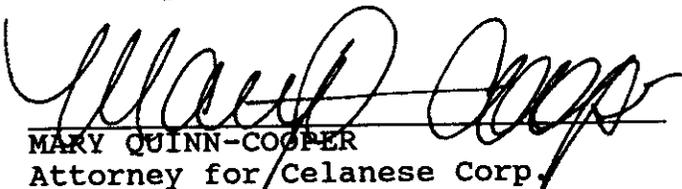


JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON
Attorney for Admiral Marine
Products


GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.


MARY QUINN-COOPER
Attorney for Celanese Corp.


KENNETH E. CRUMP
Attorney for First Home Service

FILED

AUG 26 1991

JBS/sl

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

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

ROSE KELLY,)
)
 Plaintiff,)
)
 vs.)
)
 SOONER FEDERAL SAVINGS AND)
 LOAN ASSOCIATION,)
)
 Defendant,)
)
 and)
)
 BROKEN ARROW PLUMBING, INC.,)
)
 Third Party Defendant,)
)
 and)
)
 VANGUARD PLASTICS, INC.,)
)
 Additional Third Party)
 Defendant,)
)
 and)
)
 ADMIRAL MARINE COMPANY, PLAST-)
 A-MATIC CORPORATION, and)
 CELANESE CORPORATION,)
)
 Third Party Defendants,)
)
 and)
)
 FIRST HOME SERVICE CORPORATION,)
)
 Additional Defendant.)

Case No.: 90-C-105-E

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Rose Kelly and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

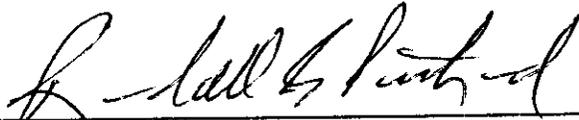
ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.

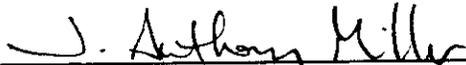


JAMES O. ELLISON

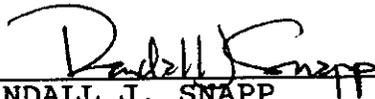
APPROVED AS TO FORM AND CONTENT:



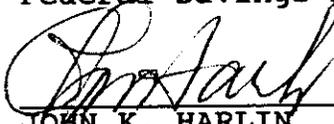
RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



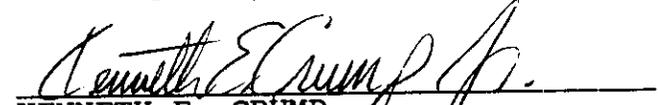
EUGENE ROBINSON
Attorney for Admiral Marine
Products



GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.



MARY QUINN-COOPER
Attorney for Celanese Corp.



KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

DORIS DAVIE,)
)
 Plaintiff,)
)
 vs.)
)
 SOONER FEDERAL SAVINGS AND)
 LOAN ASSOCIATION,)
)
 Defendant,)
)
 and)
)
 BROKEN ARROW PLUMBING, INC.,)
)
 Third Party Defendant,)
)
 and)
)
 VANGUARD PLASTICS, INC.,)
)
 Additional Third Party)
 Defendant,)
)
 and)
)
 ADMIRAL MARINE COMPANY, PLAST-)
 A-MATIC CORPORATION, and)
 CELANESE CORPORATION,)
)
 Third Party Defendants,)
)
 and)
)
 FIRST HOME SERVICE CORPORATION,)
)
 Additional Defendant.)

Case No.: 90-C-119-E

FILED

AUG 26 1991

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

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Doris Davie and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.



JAMES O. ELLISON

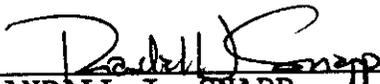
APPROVED AS TO FORM AND CONTENT:



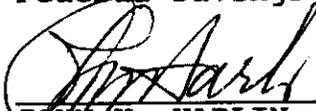
RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



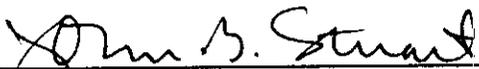
J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



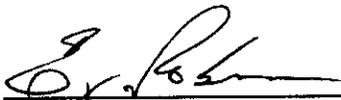
RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.

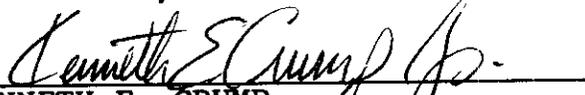


EUGENE ROBINSON
Attorney for Admiral Marine
Products



GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.


MARY QUINN-COOPER
Attorney for Celanese Corp.


KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

E.R. CARTMILL and JESSIE
CARTMILL,

Plaintiffs,

vs.

SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Defendant,

and

BROKEN ARROW PLUMBING, INC.,

Third Party Defendant,

and

VANGUARD PLASTICS, INC.,

Additional Third Party
Defendant,

and

ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,

Third Party Defendants,

and

FIRST HOME SERVICE CORPORATION,

Additional Defendant.

Case No.: 90-C-121-E

FILED

AUG 26 1991

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

ORDER OF DISMISSAL WITH PREJUDICE

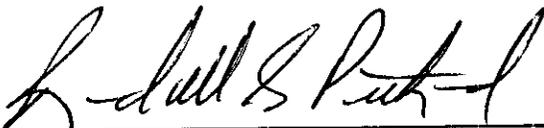
NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiffs E.R. Cartmill and Jessie Cartmill and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

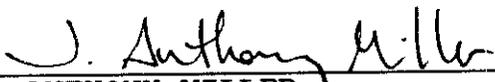
ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

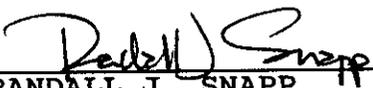
IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.

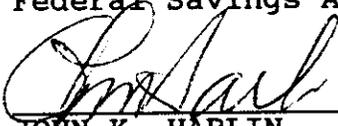

JAMES O. ELLISON
U.S. District Judge

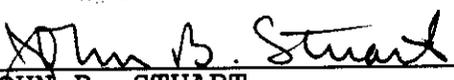
APPROVED AS TO FORM AND CONTENT:


RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore


J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker


RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association


JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.


JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.


EUGENE ROBINSON
Attorney for Admiral Marine
Products


GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.


MARY QUINN-COOPER
Attorney for Celanese Corp.


KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

FILED

AUG 26 1991

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA
Thomas C. Silver, Clerk
U.S. DISTRICT COURT

MABEL WALKER,)
)
 Plaintiff,)
)
 vs.)
)
 SOONER FEDERAL SAVINGS AND)
 LOAN ASSOCIATION,)
)
 Defendant,)
)
 and)
)
 BROKEN ARROW PLUMBING, INC.,)
)
 Third Party Defendant,)
)
 and)
)
 VANGUARD PLASTICS, INC.,)
)
 Additional Third Party)
 Defendant,)
)
 and)
)
 ADMIRAL MARINE COMPANY, PLAST-)
 A-MATIC CORPORATION, and)
 CELANESE CORPORATION,)
)
 Third Party Defendants,)
)
 and)
)
 FIRST HOME SERVICE CORPORATION,)
)
 Additional Defendant.)

Case No.: 90-C-122-E

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Mabel Walker and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.


JAMES O. ELLISON

APPROVED AS TO FORM AND CONTENT:



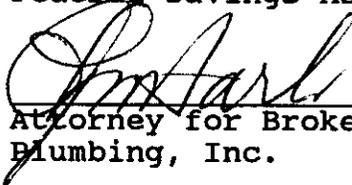
RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



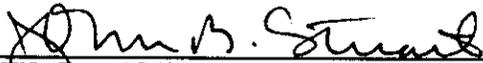
J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON
Attorney for Admiral Marine
Products



GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.

Mary Quinn Cooper

MARY QUINN-COOPER
Attorney for Celanese Corp.

Kenneth E. Crump Jr.

KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

WAYNE GILMORE,

Plaintiff,

vs.

SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Defendant,

and

BROKEN ARROW PLUMBING, INC.,

Third Party Defendant,

and

VANGUARD PLASTICS, INC.,

Additional Third Party
Defendant,

and

ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,

Third Party Defendants,

and

FIRST HOME SERVICE CORPORATION,

Additional Defendant.

Case No.: 90-C-109-E

FILED

AUG 26 1991

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

21

ORDER OF DISMISSAL WITH PREJUDICE

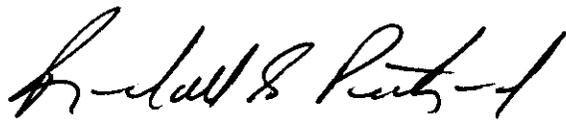
NOW ON THIS 26 day of Aug, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Wayne Gilmore and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.


JAMES O. ELLISON
U.S. District Judge

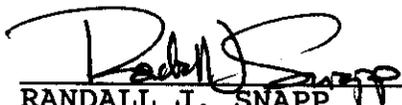
APPROVED AS TO FORM AND CONTENT:



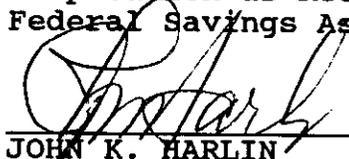
RANDALL S. PICKARD
Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



J. ANTHONY MILLER
Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



RANDALL J. SNAPP
Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN
Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART
Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON
Attorney for Admiral Marine
Products

G. D. Nellis
GREGORY D. NELLIS
Attorney for Plast-A-Matic Corp.

Mary Quinn-Cooper
MARY QUINN-COOPER
Attorney for Celanese Corp.

Kenneth E. Crump Jr.
KENNETH E. CRUMP
Attorney for First Home Service

JBS/sl

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

VIRGINIA MCGANN,
Plaintiff,
vs.
SOONER FEDERAL SAVINGS AND
LOAN ASSOCIATION,
Defendant,
and
BROKEN ARROW PLUMBING, INC.,
Third Party Defendant,
and
VANGUARD PLASTICS, INC.,
Additional Third Party
Defendant,
and
ADMIRAL MARINE COMPANY, PLAST-
A-MATIC CORPORATION, and
CELANESE CORPORATION,
Third Party Defendants,
and
FIRST HOME SERVICE CORPORATION,
Additional Defendant.

Case No.: 90-C-112-E

FILED

AUG 26 1991

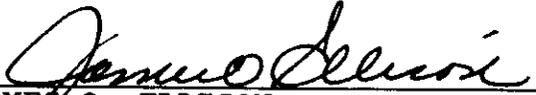
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

NOW ON THIS 26th day of August, 1991, the Court has for its consideration the Stipulation for Dismissal with Prejudice, jointly filed in the above styled and numbered cause by Plaintiff Virginia McGann and Defendants Resolution Trust Corporation as Receiver for Sooner Federal Savings and Loan Association, Resolution Trust Corporation as Receiver for Sooner Federal Savings Association, Broken Arrow Plumbing, Inc., Celanese Corporation, Plast-A-Matic Corporation, Admiral Marine Products Company, Vanguard Plastics, Inc., and First Home Service Corporation. Based upon the representations and requests of the parties as set forth in the foregoing Stipulation, it is hereby

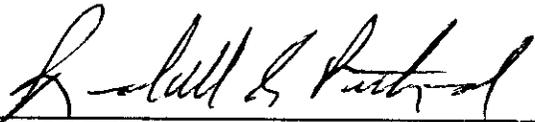
ORDERED, ADJUDGED AND DECREED that all of the parties' petitions, complaints, cross claims, counterclaims, third party claims, fourth party claims and any and all other claims filed in this cause be and the same are hereby dismissed with prejudice, except that certain counterclaim in foreclosure filed by Sooner Federal Savings and Loan Association, now Resolution Trust Corporation, as Receiver for Sooner Federal Savings Association, which shall be reserved and remanded to the District Court of Tulsa County, State of Oklahoma for further adjudication.

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney fees.



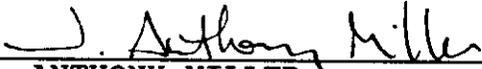
JAMES O. ELLISON

APPROVED AS TO FORM AND CONTENT:



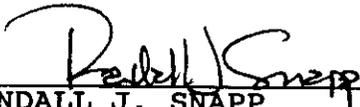
RANDALL S. PICKARD

Attorney for Plaintiffs, McGann,
Shockley, Spears, Walker, Davis,
Davie, Sisco, Spoon and Gilmore



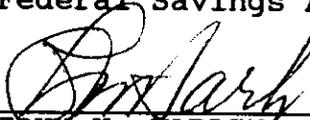
J. ANTHONY MILLER

Attorney for Plaintiffs, Smith
Cartmill, Brummett, Kelly and
Stalker



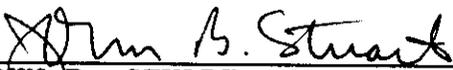
RANDALL J. SNAPP

Attorney for Resolution Trust
Corporation as Receiver for
Sooner Federal Savings and Loan
Association and Resolution Trust
Corporation as Receiver for Sooner
Federal Savings Association



JOHN K. HARLIN

Attorney for Broken Arrow
Plumbing, Inc.



JOHN B. STUART

Attorney for Vanguard Plastics,
Inc.



EUGENE ROBINSON

Attorney for Admiral Marine
Products



GREGORY D. NELLIS

Attorney for Plast-A-Matic Corp.

Mary Quinn Cooper

MARY QUINN-COOPER
Attorney for Pelanese Corp.

Kenneth E. Crump Jr.

KENNETH E. CRUMP
Attorney for First Home Service

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

FILED

AUG 26 1991

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

REUBEN DAVIS, TRUSTEE FOR)
HOME-STAKE PRODUCTION COMPANY,)
)
Plaintiff,)
)
v.)
)
TALON PETROLEUM, C.A., et al.)
)
)
Defendants.)

No. 86-C-1129-B ✓

O R D E R

Before the Court are the motions for summary judgment filed by the defendant, Rafael Tudela. Also before the Court is the defendant's motion to dismiss filed on June 9, 1987 on which the Court deferred ruling until discovery was completed. See Order of August 16, 1988. The Court does not reach the merits of the summary judgment motions, because, upon review of the record, the Court concludes that the defendant's motion to dismiss due to insufficiency of service of process should be sustained.¹

Federal Rule of Civil Procedure 4(d)(1) requires that a copy of the summons and of the complaint be delivered either personally to the individual, to the individual's authorized agent, or "by leaving copies thereof at the individual's dwelling house or usual place of abode with some person of suitable age and discretion then residing therein." The question before the Court is whether Rafael

¹ Although one of the defendant's motions for summary judgment argues insufficiency of service of process, the defendant's defense of insufficient service is properly presented in a motion to dismiss. Fed.R.Civ.P. 12(b)(4). The Court, therefore, considers the defense in its original posture, in defendant Tudela's pending motion to dismiss.

Tudela was served in accordance with Fed.R.Civ.P. 4(d)(1).

The record reflects the following evidence concerning the service of process on Rafael Tudela: On January 21, 1987, the plaintiff attempted service on Tudela at Tudela's residence through a process server, Bernardo Priwin. (Defendant's Exhibit C). Tudela was out of town at the time of service. (Defendant's Exhibit L, ¶¶ 3 and 4). In his affidavit and return of service, Priwin attested to leaving a copy of the documents with Dorotea Brito:

Service of the Summons was made by me, on wednesday 21st. of January 87. Was serve Mrs. Dorotea Brito at 3:45 p.m. she identified herself as the cook working for Mr. Tudela for the past Twenty years. Mr. Tudela or Doctor Tudela dwelling house is known as "Tudelana" at Calle Vicuña, Valle Arriba, Caracas, Venezuela.

(Defendant's Exhibit C). The printed form of the return identified Dorotea Brito as "a person residing therein who is fifteen years of age or older." Id. However, Mrs. Brito stated in her declaration, dated May 30, 1987, that she lived with her niece in the Tamanaco Street, El Llanito. (Defendant's Exhibit M, ¶2). Mrs. Brito acknowledged receiving the papers and stated that she gave the papers to Tudela's wife "a short time after their return." (Defendant's Exhibit M, ¶5). Also, in his May 30, 1987 declaration, Tudela contested the service stating that "Mrs. Brito has never been appointed by me to receive official documents on my behalf and does not have the authority to do so." (Defendant's Exhibit L, ¶5). When deposed on April 23 and 24, 1991, Tudela further testified that Mrs. Brito did not live at his residence on January 21, 1987, that she lived with her niece in Guarenas, approximately an hour

away, and that she would arrive at his house in the morning and leave in the evening. (Defendant's Exhibit D, pp. 236-37). The only other evidence in the record is the declaration of Bernardo Priwin executed on July 1, 1991. In his declaration, Priwin states that Dorotea Brito advised him that she was the cook, and answered affirmatively when he asked if she resided at the house. (Plaintiff's Exhibit X, ¶4). This evidence, however, is inadmissible hearsay and cannot be considered by the Court.

In reviewing the evidence, the Court finds that the service of process upon Rafael Tudela does not meet the requirements of Fed.R.Civ.P. 4(d)(1): Tudela was not personally served, and Dorotea Brito was not authorized to receive service nor did she reside at the Tudela house on January 21, 1987. The Court, therefore, dismisses the action without prejudice.

IT IS SO ORDERED, this 26th day of August, 1991.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

AUG 23 1991

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

CONCRETE PROTECTION
SYSTEMS, INC., an Oklahoma
Corporation,

Plaintiff,

vs.

VASSALLO INDUSTRIAL PRODUCTS,
CO., a Puerto Rican corporation; and
VASSALLO PAINTS & COATINGS
CORP., d/b/a VAPCO,

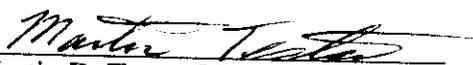
Defendants.

No. 91-C-142 - C

DISMISSAL WITHOUT PREJUDICE

COMES NOW the plaintiff, Concrete Protection Systems, Inc., and dismisses
whitout prejudice all claims against the Defendants, Vassallo Industrial Products, Co. and
Vassallo Paints & Coating Corporation.

Concrete Protection Systems, Inc.


Martin D. Testa, OBA #12513
1326 W. 37th Place
Tulsa, Oklahoma 74107
(918) 446-6399

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

FILED

AUG 21 1991

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 -vs-)
)
 CHARLES F. DAVIS, JR.,)
 28 541 916)
)
 Defendant,)

CIVIL NUMBER 91-C-611 E

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, United States of America, by and through its attorney, Clifton R. Byrd, District Counsel, Department of Veterans Affairs, Muskogee, Oklahoma, and voluntarily dismisses said action without prejudice under the provisions of Rule 41(a)(1), Federal Rules of Civil Procedure.

Respectfully submitted,

UNITED STATES OF AMERICA

Clifton R. Byrd
District Counsel
Department of Veterans Affairs
125 South Main Street
Muskogee, OK 74401
Phone: (918) 687-2191

By: *Peter H. Garrett*
PETER H. GARRETT, Attorney

CERTIFICATE OF MAILING

This is to certify that on the 28th day of August, 1991, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: CHARLES F. DAVIS, JR., at 9254 S. 92nd E. Ave., Tulsa, OK 74133.

Peter H. Garrett
PETER H. GARRETT, Attorney

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

FILED

AUG 23 1991

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

GEORGE W. OWENS,)
)
 Plaintiff,)

vs.)

TED J. STEVENS,)
)
 Defendant and)
 Third Party Plaintiff,)

vs.)

DEL MAR ANGUS FARMS, INC.,)
 An Oklahoma Corporation; DON)
 SUMTER, an individual; and)
 JERRY L. CRAWFORD, an individual,)
)
 Third-Party Defendants,)

vs.)

MORSE-SEXTON, INC., an Oklahoma)
 Corporation; MARVIN MORSE, an)
 individual; and CHARLES T.)
 SEXTON, an individual,)

Additional)
 Third-Party Defendants.)

Case No. 88-C-358-B

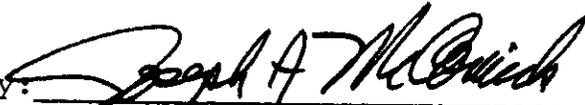
JOINT STIPULATION OF PLAINTIFF, GEORGE W. OWENS,
AND DEFENDANT, TED J. STEVENS, DISMISSING WITH
PREJUDICE ALL CLAIMS BETWEEN THEM

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, Plaintiff, George W. Owens ("Owens"), and Defendant, Ted J. Stevens ("Stevens"), hereby dismiss with prejudice any and all claims including claims for court costs and attorneys fees, alleged by them against each other. Owens and Stevens will bear their own costs and attorneys fees arising out of the dismissed claims.

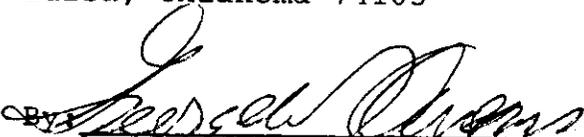
This stipulation does not dismiss any claims alleged by either party against Third-Party Defendants, Jerry L. Crawford, Don Sumter and Del Mar Angus Farms, Inc.

Dated this 22nd day of August, 1991.

MCCORMICK, ANDREW & CLARK
A Professional Corporation
Suite 100, Tulsa Union Depot
111 East First Street
Tulsa, Oklahoma 74103
(918) 583-1111
Attorneys for Defendant

By: 
Joseph A. McCormick, OBA#5914
D. Kevin Ikenberry, OBA#10354

OWENS AND MCGILL, INC.
1616 First National Tower
Tulsa, Oklahoma 74103

By: 
George W. Owens, Plaintiff

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

FILED

AUG 22 1991

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

LANELLA SINGLETON; WORLD AND
TRIBUNE FEDERAL CREDIT UNION;
COUNTY TREASURER, Tulsa County,
Oklahoma; and BOARD OF COUNTY
COMMISSIONERS, Tulsa County
Oklahoma,

Defendants.

Case No. 89-C-343-B ✓

TIME STUDY CASE
Record Time Spent by Judge or Magistrate

ORDER

This matter comes on upon the Motion to Vacate Judgment of the Defendant, World & Tribune Federal Credit Union, by its Successor-by-Merger, Oklahoma Central Credit Union. The Court, having reviewed said Motion and Brief, and the response thereto by the Plaintiff, United States of America, acting on behalf of the Secretary of Veterans Affairs, finds that valid circumstances exist for vacation of the judgment under Rule 60(b)(6) of the Fed.R.Civ.P, 28 U.S.C., and that the motion should be sustained.

IT IS THEREFORE ORDERED BY THE COURT, that the judgment entered on October 31, 1989, in favor of World & Tribune Federal Credit Union and against Lanella Singleton is hereby vacated; insofar as that judgment contains a disclaimer of interest by the Plaintiff, United States, acting on behalf of the Secretary of Veterans Affairs, said judgment remains in effect.



UNITED STATES DISTRICT JUDGE

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

HUNTCO STEEL, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 MALONEY-CRAWFORD INC.,)
)
 Defendant.)

FILED

AUG 21 1991

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

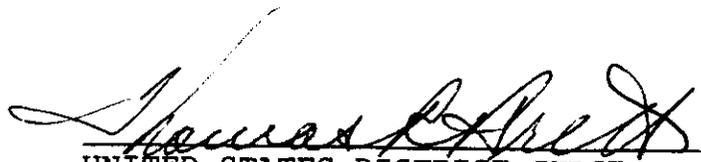
Case No. 90-C-868-B

ADMINISTRATIVE CLOSING ORDER

The Parties having reached a settlement in the above case and pending consumation of the settlement between the parties, it is hereby 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 or order, or for any other purpose required to obtain a final determination of the litigation.

IF, by August 21, 1992 the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 21st day of August, 1991.


UNITED STATES DISTRICT JUDGE
THOMAS R. BRETT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 WINEVA J. WEAVER a/k/a WINEVA)
 JEAN WEAVER a/k/a JEAN WEAVER;)
 COUNTY TREASURER, Mayes County,)
 Oklahoma; and BOARD OF COUNTY)
 COMMISSIONERS, Mayes County,)
 Oklahoma,)
)
 Defendants.)

FILED

AUG 21 1991

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

CIVIL ACTION NO. 91-C-377-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 21st day of August, 1991. 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, Mayes County, Oklahoma, and Board of County Commissioners, Mayes County, Oklahoma, appear by William H. Castor, Assistant District Attorney, Mayes County, Oklahoma; and the Defendant, Wineva J. Weaver a/k/a Wineva Jean Weaver a/k/a Jean Weaver, appears by her attorney Fred W. Woodson.

The Court being fully advised and having examined the court file finds that the Defendant, Wineva J. Weaver a/k/a Wineva Jean Weaver a/k/a Jean Weaver, acknowledged receipt of Summons and Complaint on June 28, 1991; and that Defendant, Board of County Commissioners, Mayes County, Oklahoma, acknowledged receipt of Summons and Complaint on June 10, 1991.

It appears that the Defendants, County Treasurer, Mayes County, Oklahoma, and Board of County Commissioners, Mayes County, Oklahoma, filed their Answer on July 29, 1991; that the Defendant, Wineva J. Weaver a/k/a Wineva Jean Weaver a/k/a Jean Weaver, filed her Answer on July 11, 1991.

The Court further finds that on June 5, 1989, Wineva Jean Weaver filed her voluntary petition in bankruptcy in Chapter 7 in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 89-01587-C. On October 13, 1989, the United States Bankruptcy Court for the Northern District of Oklahoma entered a Discharge of Debtor releasing debtor from all dischargeable debts. On November 14, 1989, Bankruptcy Case No. 89-01587-C was closed.

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 Mayes County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Numbered Four (4) in Block Numbered Four (4), in GRA-VERN PARK, Mayes County, State of Oklahoma, according to the official Survey and Plat thereof, filed for record in the office of the County Clerk of said County and State.

The Court further finds that on June 25, 1982, Wineva J. Weaver executed and delivered to the United States of America, acting through the Farmers Home Administration, her promissory note in the amount of \$33,000.00, payable in monthly installments, with interest thereon at the rate of 13.25 percent per annum.

The Court further finds that as security for the payment of the above-described note, Wineva J. Weaver executed and delivered to the United States of America, acting through the Farmers Home Administration, a mortgage dated June 25, 1982, covering the above-described property. Said mortgage was recorded on June 25, 1982, in Book 601, Page 474, in the records of Mayes County, Oklahoma.

The Court further finds that on June 25, 1982, Wineva J. Weaver 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 March 23, 1984, Wineva Jean Weaver 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 May 1, 1985, Wineva Jean Weaver 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 May 20, 1986, Wineva Jean Weaver 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 May 19, 1987, Wineva Jean Weaver 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 May 10, 1988, Wineva Jean Weaver 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 April 25, 1989, Wineva Jean Weaver 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 Defendant, Wineva J. Weaver a/k/a Wineva Jean Weaver a/k/a Jean Weaver, made default under the terms of the aforesaid note, mortgage, and interest credit agreements by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Wineva J. Weaver a/k/a Wineva Jean Weaver a/k/a Jean Weaver, is indebted to the Plaintiff in the principal sum of \$30,456.83, plus accrued interest in the amount of \$4,762.69 as of October 26, 1990, plus interest accruing thereafter at the rate of 13.25 percent per annum or \$11.0563 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 \$18,104.02, plus interest on that sum at the legal rate from judgment until paid, and the costs of this action in the amount of \$28.00 (\$20.00 docket fees, \$8.00 fee for recording Notice of Lis Pendens).

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Mayes County, Oklahoma, have a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$277.92, plus penalties and interest, for the year 1989. Said lien is superior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against the Defendant, Wineva J. Weaver a/k/a Wineva Jean Weaver a/k/a Jean Weaver, in the principal sum of \$30,456.83, plus accrued interest in the amount of \$4,762.69 as of October 26, 1990, plus interest accruing thereafter at the rate of 13.25 percent per annum or \$11.0563 per day until judgment, plus interest thereafter at the current legal rate of 6.26 percent per annum until fully paid, and the further sum due and owing under the interest credit agreements of \$18,104.02, plus interest on that sum at the current legal rate of 6.26 percent per annum from judgment until paid, plus the costs of this action in the amount of \$28.00 (\$20.00 docket fees, \$8.00 fee for recording Notice of Lis Pendens), 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, Mayes County, Oklahoma, have and recover judgment in the amount of \$277.92, 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 upon the failure of said Defendant, Wineva J. Weaver a/k/a Wineva Jean Weaver a/k/a Jean Weaver, to satisfy the in rem 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 according to Plaintiff's election with or without 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 Defendants, County Treasurer and Board of County Commissioners, Mayes County, Oklahoma, in the amount of \$277.92, 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.

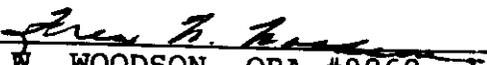
s/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


PHIL PINNELL, OBA #7169
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463


FRED W. WOODSON, OBA #9868
Attorney for Defendant,
Wineva J. Weaver
a/k/a Wineva Jean Weaver
a/k/a Jean Weaver



~~TERRY H. McBride OBA #5848~~

~~WILLIAM H. CASTOR, OBA #1560~~

Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Mayes County, Oklahoma

Judgment of Foreclosure
Civil Action No. 91-C-377-E

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

AUG 21 1991

UNITED STATES OF AMERICA,

Plaintiff,

v.

KEVIN L. JORDAN,

Defendant.

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

Civil Action No. 91-C-325-B

DEFAULT JUDGMENT

This matter comes on for consideration this 21st day of August, 1991, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Kathleen Bliss Adams, Assistant United States Attorney, and the Defendant, Kevin L. Jordan, appearing not.

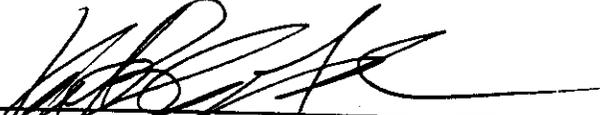
The Court being fully advised and having examined the court file finds that Defendant, Kevin L. Jordan, acknowledged receipt of Summons and Complaint on June 3, 1991. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. 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, Kevin L. Jordan, for the principal amount of \$5,136.80, plus administrative charges in the amount of \$87.00, plus accrued interest of \$7,213.70 as of March 14, 1991, plus interest

thereafter at the rate of 7 percent per annum until judgment, plus interest thereafter at the current legal rate of 6.26 percent per annum until paid, plus costs of this action.

St Thomas R. Britt
United States District Judge

Submitted By:


KATHLEEN BLISS ADAMS, OBA# 13625
Assistant United States Attorney
333 West 4th Street
Tulsa, Oklahoma 74103
(918)581-7463

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

FILED

AUG 21 1991

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

THE BRITISH BROADCASTING CORPORATION,

Plaintiff,

v.

AVATAR ENTERTAINMENT, INC.,

Defendant.

CIVIL ACTION FILE NO.
90-C-141 E

CONSENT FINAL JUDGMENT

Plaintiff The British Broadcasting Corporation and defendant Avatar Entertainment, Inc., having agreed to the entry of judgment, and the Court having considered the entire record, it is hereby

ORDERED, ADJUDGED, and DECREED that judgment is hereby entered in favor of plaintiff The British Broadcasting Corporation and against defendant Avatar Entertainment, Inc. ("Avatar") on Counts 1-4 of the Complaint in the amount of \$141,345.00 actual damages, \$36,590.40 interest, and \$15,462.14 attorney's fees, for a total judgment of \$193,397.54. Judgment is further entered on Count Five of the Complaint terminating, as of December 6, 1988, any and all of Avatar's rights in the Amended Licence Agreement between Avatar and Lella Productions Limited.

This 21st day of August, 1991.

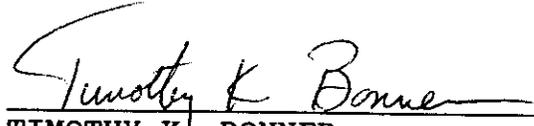
S/ JAMES O. ELLISON

Judge,
United States District Court
Northern District of Oklahoma

[Signatures continued on next page]

Acknowledged and Agreed to:

ROBINS, KAPLAN, MILLER & CIRESI



TIMOTHY K. BONNER

2600 One Atlanta Plaza
950 East Paces Ferry Road, N.E.
Atlanta, Georgia 30326-1119
(404) 233-1114

HALL, ESTILL, HARDWICK, GABLE
GOLDEN & NELSON



KEVIN Y. LITZ

4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74171
(918) 588-2700

ATTORNEYS FOR PLAINTIFF THE
BRITISH BROADCASTING CORPORATION



CYNTHIA J. BRALY

1717 South Boulder
Suite 800
Tulsa, Oklahoma 74119

ATTORNEY FOR DEFENDANT
AVATAR ENTERTAINMENT, INC.