

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

FILED

APR 26 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CHESTER WATKINS,)
)
 Plaintiff,)
)
 v.) 92-C-304-B
)
 STEPHEN KAISER, et al,)
)
 Defendants.)

ORDER TO TRANSFER CAUSE

The Court having examined the Petition for Writ of Habeas Corpus which the
Petitioner has filed finds as follows:

- (1) That the Petitioner was convicted in Choctaw County, Hugo, Oklahoma within the territorial jurisdiction of the Eastern District of Oklahoma.
- (2) That the Petitioner demands his release from such custody and as grounds therefore alleges he is being deprived of his liberty in violation of rights under the Constitution of the United States.
- (3) In the furtherance of justice this case should be transferred to the United States District Court for the Eastern District of Oklahoma.

IT IS THEREFORE ORDERED:

- (1) Pursuant to the authority contained in 28 U.S.C. §2241(d) and in the exercise of discretion allocated to the Court, this cause is hereby transferred to the United States District Court for the Eastern District of Oklahoma for all further proceedings.
- (2) The Clerk of this Court shall mail a copy of this Order to the Petitioner.

Dated this 20th day of april, 1992.

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

PAMELA J. HOLLAND and
VERNON O. HOLLAND,

Defendants.

Civil No. 90-C-481-B/

STIPULATION FOR JUDGMENT AGAINST
DEFENDANT VERNON O. HOLLAND

It is hereby stipulated and agreed that, pursuant to the Court's Order dated April 8, 1992, granting the United States' Motion for Summary Judgment against Vernon O. Holland and in favor of the United States for years 1980 and 1981, judgment be entered against defendant, Vernon O. Holland as follows:

1. Judgment for 1980 federal income taxes in the amount of \$29,817.00, plus additional interest and additions accruing pursuant to law after April 15, 1981; and,
2. Judgment for 1981 federal income taxes in the amount of \$171,043.20, plus additional interest and additions accruing pursuant to law after August 31, 1990.

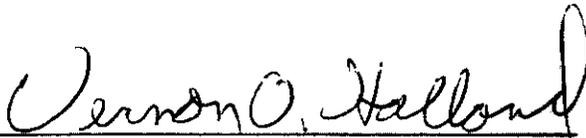
It is further stipulated and agreed that the United States be granted judgment against defendant, Vernon O. Holland as follows:

1. Judgment for 1982 federal income taxes in the amount of \$62,014.37, plus additional interest and additions

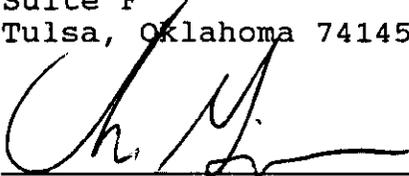
accruing pursuant to law after February 24, 1986, plus an additional \$500.00 penalty relating to the 1982 year; and,

2. Judgment for 1983 federal income taxes in the amount of \$42,025.34, plus additional interest and additions accruing pursuant to law after September 29, 1986.

The parties shall bear their respective costs, including any possible attorneys' fees or other expenses of this litigation.



VERNON O. HOLLAND, PRO SE
8141 E. 31st
Suite F
Tulsa, Oklahoma 74145



CHRISTOPHER H. GRIGORIAN
Trial Attorney
Tax Division
U.S. Department of Justice
P.O. Box 7238
Ben Franklin Station
Washington, D.C. 20044
Attorney for the United States

IT IS SO ORDERED.

DATED: APR. 20th, 1992



UNITED STATES DISTRICT JUDGE

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ROBERT TRUMAN BISHOP

Plaintiff,

v.

TULSA CO. D.A. per RAY HASSELMAN,
RON WALLACE, Attorney-At-Law,
JUDGE JENNINGS, TULSA CO. DIST.
JUDGE,

Defendants.

Case No. 91-C-922-B

ORDER

Plaintiff filed this action on December 2, 1991. On December 10, 1991, summons and U.S. Marshal's forms were mailed to Plaintiff for completion. In February, 1992, Plaintiff inquired about the payment of costs and was advised on February 26, 1992, that, as a pauper, no fees or costs were required.

On April 2, 1992, the Magistrate Judge entered an Order requiring Plaintiff to forward the completed summons and Marshal's forms or show good cause why service of summons and complaint has not been made herein. Plaintiff has failed to object to such Order as of the date hereof.

On April 15, 1992, the United States District Court Clerk received a letter from Plaintiff wherein Plaintiff stated he "must withdraw my attempt to prosecute this case."

The Court concludes Plaintiff's habeas corpus/civil rights Petition should be and the same is hereby DISMISSED.

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4-21

IT IS SO ORDERED this 20th day of April, 1992.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

HAP/bj

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

MARY JANETTE CARR, individually,)
and BRANDEN CARR and STACI CARR,)
minor children, by and through)
their natural mother and next)
friend, MARY JANETTE CARR,)

Plaintiff,)

vs.)

Case No.: 91 C 846 E

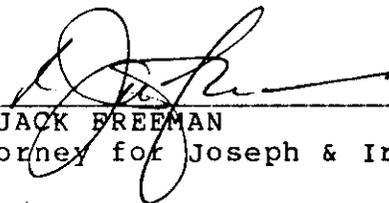
AETNA LIFE INSURANCE COMPANY,)
a Connecticut Corporation,)

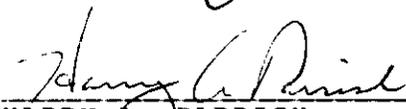
Defendant.)

STIPULATION OF DISMISSAL AND DISCHARGE

COME NOW the Plaintiffs Mary Janette Carr, Joseph E. Carr and Irma L. Carr, as guardians ad litem for Branden James Carr and Staci Lynn Carr, and Defendant Aetna Life Insurance Company, and hereby stipulate to the dismissal of Defendant Aetna Life Insurance Company with prejudice, and the discharge of Aetna for all liability under group life policy GL-335917, issued to Harris Trust and Savings Bank as Trustee of the Delta Family-Care Disability and Survivorship Trust, and pertaining in any way to the death of Eric Carr, which occurred on September 16, 1990. It is hereby agreed and stipulated that Defendant has interpleaded the benefits and proceeds of said policy into the Court, and thereby has satisfied all its obligations under said policy arising out of Eric Carr's death and Defendant is hereby dismissed with prejudice and discharged from any further liability under said policy for or arising out of the death of Eric Carr. Each party is to bear its own costs.


DOUGLAS A. WILSON
Attorney for Mary Janette Carr


R. JACK FREEMAN
Attorney for Joseph & Irma Carr


HARRY A. PARRISH
Attorney for Aetna Insurance

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

WILLIAM A. MEHOJAH AND
FREDRICKA LOU MEHOJAH,
HUSBAND AND WIFE, PLAINTIFFS,
vs.

NUMBER 92-C-009-B

CHARLES R. DRUMMOND,
INDIVIDUALLY AND
CHARLES R. DRUMMOND,
AS REPRESENTATIVE OF THE
R.C. DRUMMOND WEST RANCH TRUST
a/k/a THE DRUMMOND RANCH, DEFENDANTS.

ORDER

UPON WRITTEN APPLICATION of Plaintiffs to Dismiss as party
Defendant Charles R. Drummond, individually, without objection of
Defendants' the Court Orders that Charles R. Drummond is dismissed
without prejudice as a party to this litigation.

DATED 20 DAY OF APR, 1992.



JEFFREY SCOTT WOLFE
MAGISTRATE *us judge*

THOMAS K. BRETT

2004-21

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

KELLEY WISE,)
)
 Plaintiff,)
)
 v.)
)
 COUNTY AND CITY OF OKLAHOMA,)
)
 Defendants.)

92-C-233-B ✓

ORDER

The Court has for consideration the Report and Recommendation of the United States Magistrate Judge filed March 19, 1992 in which the Magistrate Judge recommended that the Complaint be dismissed as frivolous pursuant to §1915(d).

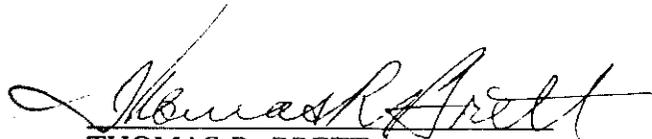
No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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 Complaint is dismissed as frivolous pursuant to §1915(d).

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Dated this 20 day of Apr., 1992.

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

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

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

MADELINE PAOLUCCI,)
)
Plaintiff,)
)
-vs-)
)
FARMERS INSURANCE)
COMPANY, INC.,)
)
Defendant.)

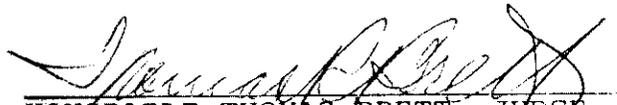
No. 91-C-275-B

Defendants.

O R D E R

NOW on this 20 day of April, 1992,
plaintiff's Application to Dismiss with Prejudice came on for
hearing. The Court being fully advised in the premises finds
that said Application should be **sustained** and the defendant
should be dismissed from the above entitled action with
prejudice.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that
plaintiff's Application to Dismiss With Prejudice be sustained
and the above captioned action **be dismissed** with prejudice as to
defendant.


HONORABLE THOMAS BRETT, JUDGE
OF THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

BARBARA GILMORE, and STATE FARM)
FIRE AND CASUALTY CO., a foreign)
corporation,)

Plaintiffs,)

v.)

CALVIN R. JOHANSEN, AS PERSONAL)
REPRESENTATIVE OF THE ESTATE OF)
MICHAEL C. JOHANSEN, DECEASED,)

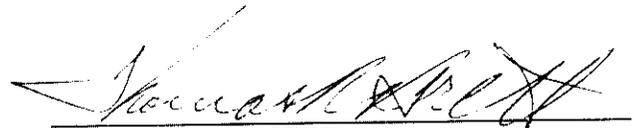
Defendant.)

No. 91-C-637-B

J U D G M E N T

In accordance with the Order Sustaining defendant's Motion to Dismiss, or, in the alternative, Motion for Summary Judgment filed this date, judgment is hereby entered in favor of defendant, Calvin R. Johansen, as personal representative of the estate of Michael C. Johansen, deceased, and against the plaintiffs, Barbara Gilmore and State Farm Fire and Casualty Company. Both parties are to pay their respective attorney's fees. Costs are assessed against the plaintiffs, if timely applied for pursuant to Local Rule 6.

DATED this 20th day of April, 1992.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

BARBARA GILMORE, and STATE FARM)
FIRE AND CASUALTY CO., a foreign)
corporation,)

Plaintiffs,)

v.)

CALVIN R. JOHANSEN, AS PERSONAL)
REPRESENTATIVE OF THE ESTATE OF)
MICHAEL C. JOHANSEN, DECEASED,)

Defendant.)

No. 91-C-637-B

O R D E R

This matter comes on for consideration upon Defendant's Motion to Dismiss or, in the alternative, Motion for Summary Judgment, and the motions for summary judgment filed by the Plaintiffs, Barbara Gilmore and State Farm Fire and Casualty Company.

Plaintiff, Barbara Gilmore ("Gilmore"), a resident of Texas and owner of a duplex located in Tulsa and rented to Michael C. Johansen, deceased, brought this action, adding her insurance carrier as a party plaintiff, against Defendant, the personal representative of the estate of the deceased. Plaintiffs allege that the deceased negligently and recklessly turned on a cooktop and left it unattended, resulting in a fire which caused both the deceased's death, as well as damage to Gilmore's property in the amount of \$156,324.99. Pursuant to the terms of the fire insurance policy issued to Gilmore by State Farm, State Farm paid Gilmore \$156,074.99, which covered all damages sustained by Gilmore except for the amount of her deductible, \$250.00. Plaintiffs seek

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4-21

compensation from the personal representative of the deceased's estate in the amount of \$156,324.99.

Defendant filed a Motion to Dismiss, or in the alternative, a Motion for Summary Judgment on the grounds that Plaintiffs failed to present the claim to the administrator of the estate before filing suit, a prerequisite under 58 Okla. Stat. §341 for maintaining an action arising out of contract, which Defendant maintains is the basis of this action. Additionally, Defendant argues this is a subrogation action by Gilmore's insurer to recover money paid to the Gilmore, and is therefore barred by Sutton v. Jondahl, 532 P.2d 478 (Okla. App. 1975).

Plaintiffs contend that this action arises, not out of contract, but out of tort; thus, it is not necessary to present the claim to the estate administrator before filing suit and the claim was properly brought under Oklahoma probate law. Moreover, Plaintiffs aver that Jondahl does not control the facts of this case and that the Oklahoma Residential Landlord Tenant Act, 41 Okla. Stat. §101-36, abrogates the holding of Jondahl.

In arguing Plaintiffs' cause of action is ex contractu, Defendant states that it is inconsistent for Plaintiffs to rely on the lease provision which states that the deceased "agrees to be responsible and to pay for the repair of any damage done to any of the buildings or grounds by any of his family or guests" in order to escape Jondahl, but to then contend the claim sounds in tort. Plaintiffs, on the other hand, cite case law for the proposition that if a duty to take care arises by virtue of the parties

relationship or by contract, one may sue a defendant in tort for negligence. Morriss v. Barton, 200 Okla. 4, 190 P.2d 451 (1947); Jackson v. Central Torpedo Co., 117 Okla. 245, 246 P. 426 (1926).

The Court finds the claim sounds in tort. Gilmore's claim, as evidenced by the complaint, is based upon negligent acts by the deceased. Moreover, the deceased's duty to take care arose by virtue of his relationship with his landlord, irrespective of a contract. The lease agreement merely allocates the risk of loss. The breach of the lease agreement is not the gravamen of the suit. Accordingly, the action was properly brought against the estate of the deceased.

Defendant also maintains that the holding of Jondahl bars the instant action. In Jondahl, the Court held that absent an express agreement to the contrary, a tenant is considered to be the co-insured of the landlord and that, consequently, an insurance company has no subrogation rights against the tenant of its policyholder, even if the tenant is negligent. Jondahl, 532 P.2d at 482. Plaintiffs, however, argue that this case falls within the "express agreement" exception of Jondahl, relying on the lease provision, which provides:

THE SECOND PARTY further agrees to be responsible and to pay for the repair of any damage done to any of the buildings or grounds by any of his family or guests.

The Court concludes that the lease provision relied on by Plaintiffs does not fall within the exception envisioned by Jondahl. The Court in Jondahl reasoned that, unless the parties have a clear understanding otherwise, tenants ordinarily rely on

the lessor to provide fire insurance for the dwelling. Jondahl, 532 P.2d at 482. Unless an agreement expressly provides that the tenant is not a co-insured and that the tenant will buy fire insurance for the dwelling, the ordinary tenant would not be aware that such protection is necessary. Id. The agreement relied upon by Plaintiffs merely states that the tenant will be responsible for damage caused by his family or guests; it would not advise an ordinary tenant of the necessity to take out a fire insurance policy to protect himself from any loss during his occupancy.

The Court further concludes, contrary to Defendant's argument, that the Oklahoma Residential Landlord Tenant Act does not abrogate Jondahl. The Act provides:

[t]he tenant shall at all times during the tenancy: Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person, animal or pet to do so.

41 Okla. Stat. §127(5). The Act thus imposes a duty on the tenant; it does not address the subrogation rights of an insurer against a tenant.

IT IS THEREFORE ORDERED that Defendant's Motion to Dismiss, or in the alternative, Motion for Summary Judgment, against the Plaintiffs be and the same is hereby SUSTAINED. IT IS FURTHER ORDERED that Plaintiffs' Motions for Summary Judgment are hereby denied.

IT IS SO ORDERED THIS 20th day of April, 1992.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FEDERAL DEPOSIT INSURANCE)
CORPORATION, in its Corporate)
Capacity, as Successor in)
Interest to TOWN AND COUNTRY)
BANK, BIXBY, OKLAHOMA,)

Plaintiff,)

vs.)

No. 91-C-682-E

A-MAX SIGN CO., an Oklahoma)
Corporation, et al.,)

Defendants.)

ADMINISTRATIVE CLOSING ORDER

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

IT IS THEREFORE ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation, order, judgment, or for any other purpose required to obtain a final determination of the litigation. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within 20 days that settlement has not been completed and further litigation is necessary.

ORDERED this 20th day of April 1992.


CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT

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

FILED

APR 20 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JOSEPH ANGELO DICESARE,

Plaintiff,

vs.

JESS WALKER, et al.,

Defendants.

No. 91-C-817-E

ORDER

The Court has for consideration the Report and Recommendation of the Magistrate filed on November 25, 1991. After careful consideration of the record and the issues, including the briefs and memoranda filed herein by the parties, the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby are adopted by the Court.

IT IS THEREFORE ORDERED that the case be and the case is dismissed.

ORDERED this 20th day of April 1992.


CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT

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

FILED

APR 17 1992

FENSCO, INC., an Oklahoma
corporation,

Plaintiff,

v.

NORTHERN IMPROVEMENT CO., a
North Dakota corporation; and
FIREMAN'S INSURANCE COMPANY, a
New Jersey corporation,

Defendants.

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

Case No. 91-C-0030B ✓

JOINT STIPULATION OF
PARTIAL DISMISSAL WITH PREJUDICE

Fensco, Inc. ("Fensco"), hereby dismisses all claims asserted herein with prejudice to refileing against Northern Improvement Co. ("Northern") and Fireman's Insurance Company only. Northern and Fireman's Insurance Company hereby dismiss all claims or counterclaims asserted herein with prejudice to refileing against Fensco individually, and/or as assignee of Western Guardrail and Supply of Oklahoma, Inc. ("Western").

Fensco and Northern specifically reserve the right to pursue any claims which Fensco or Northern may have against Western, or any other party, known or unknown, regarding the facts which gave rise to this action. This Dismissal is not to be construed as dismissing any parties other than those named, and expressly reserves the rights of Fensco and Northern to pursue any other party for such relief to which Northern or Fensco may be justly entitled.

[Handwritten mark]

DATED this 17th day of April, 1992.

Respectfully submitted,

By Ellen E. Gallagher
Christopher S. Heroux, OBA #11859
Ellen E. Gallagher, OBA #14717
HOLLIMAN, LANGHOLZ, RUNNELS
& DORWART,
A Professional Corporation
Suite 700, Holarud Building
10 East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471

Attorneys for Plaintiff, Fensco,
Inc.

By J. David Mustain
J. David Mustain, OBA #13132
FELDMAN, HALL, FRANDEN,
WOODARD & FARRIS
525 South Main, Suite 1400
Tulsa, Oklahoma 74103-4409
(918) 583-7129

Attorneys for Defendants,
Northern Improvement Co. and
Fireman's Insurance Company

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

WILLIE JAMES HILL,
Plaintiff,
vs.
JACK COWLEY, et al.,
Defendants.

No. 91-C-255-E

FILED

APR 17 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER AND JUDGMENT

Comes now before the Court for consideration Petitioner's Writ of Habeas Corpus. After review of pleadings, the Court finds Defendant has shown good cause to deny Petitioner's writ.

Petitioner was convicted in Tulsa County District Court, Case No. CRF 81-1588 of First Degree Murder (two counts) and sentenced to two (2) life terms.

In 1988, Petitioner filed for habeas corpus relief in the United States District Court for the Western District of Oklahoma. He asserted nine grounds; however, the Court denied the petition. On April 19, 1991, Petitioner filed this petition asserting one habeas claim.

Rule 9(b) of the Rules Governing §2254 cases states:

A second or successive petition may be dismissed if the judge finds that it fails to allege new or different grounds for relief and that the prior determination was on the merits or, if new and different grounds are alleged, the judge finds that the failure of the petitioner to assert those grounds in a prior petition constituted an abuse of the writ.

The Court finds that Petitioner has failed to show why he

failed to raise the instant claim in his 1988 petition or that a "fundamental miscarriage of justice" will occur if the Court denies examination of said claim.

The evidence offered by Petitioner to show cause is unpersuasive. Moreover, Petitioner's assertion that his case falls into the "fundamental miscarriage of justice" category is without merit.

Accordingly, Petitioner's cause does not constitute an "extraordinary instance" compelling the Court to deny Defendant's motion to dismiss.

IT IS THEREFORE ORDERED that Defendant's motion to dismiss is hereby granted.

ORDERED this 16th day of April, 1992.



JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ELYNNE LAMAR,)
)
 Plaintiff,)
)
 vs.)
)
 CUSTOM ENGINEERING AND)
 MANUFACTURING CORPORATION,)
 a corporation; JERRY LANDERS)
 and RUSSELL MCBROOM,)
)
 Defendants.)

Case No. 90-C-1028-~~C~~ E /

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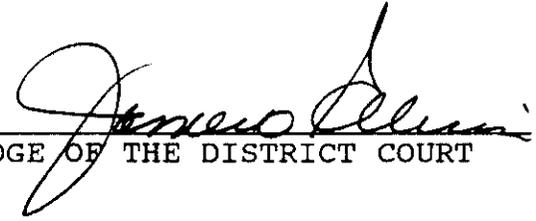
APR 7 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER OF DISMISSAL WITH PREJUDICE

This matter comes before the Court on the Joint Stipulation of Dismissal with Prejudice by the parties. The parties represent to the Court they have entered into an agreement for Order of Dismissal in this Order with no finding of employment discrimination or misconduct on the part of any Defendant.

IT IS THEREFORE ORDERED that this matter is dismissed with prejudice with no finding of employment discrimination or misconduct on the part of any Defendant. Each party shall bear their own attorney's fees and costs.


JUDGE OF THE DISTRICT COURT

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

JACK ELLIOTT McFAYDEN, JR.,)
)
 Plaintiff,)
)
 vs.)
)
 STANLEY GLANZ, et al.,)
)
 Defendants.)

No. 92-C-2-E

FILED

APR 17 1992

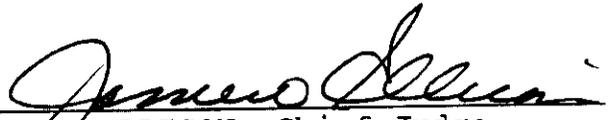
Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER AND JUDGMENT

Comes now before the Court for consideration Defendant's motion to dismiss Plaintiff's civil rights complaint pursuant to 42 U.S.C. §1983. After good cause shown and Plaintiff's failure to comply with Local Rule 15A of the Northern District of Oklahoma and the Magistrate's Order, dated March 10, 1992, the Court finds Defendant's motion should be granted.

IT IS THEREFORE ORDERED that Defendant's motion to dismiss Plaintiff's complaint is hereby granted.

ORDERED this 16th day of April, 1992.



JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

APR 17 1992 *A*

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

BERTHA GOFF,)
)
 Plaintiff,)
)
 vs.)
)
 AMERICAN AIRLINES, INC.,)
)
 Defendant.)

Case No. 90-C-450-E /

ORDER

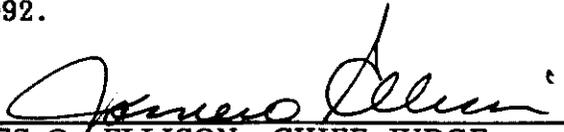
On the 15th day of April, 1992, at 2:30 o'clock p.m., in Tulsa, Oklahoma, Courtroom No. 2, Fourth Floor of the Federal Courthouse, there came on for hearing the Motion to Dismiss for Failure to Comply with Court Order (the "Motion") filed herein by Defendant American Airlines, Inc. ("American") on February 12, 1992. American appeared by its counsel, David R. Cordell of Conner & Winters. Plaintiff appeared not.

After careful review of the record in this matter and, specifically, the failure of Plaintiff to comply with the Court's Order dated January 13, 1992; the lack of response to American's Motion; and, despite having been served with notice of the instant hearing, Plaintiff's failure to attend, for good cause shown, it is

ORDERED, that American's Motion to Dismiss for Failure to Comply with Court Order is granted, and this action is dismissed in its entirety without prejudice; provided, however, that unless Plaintiff, within twenty (20) days of the date of this Order, files an application to reinstate this litigation containing specific grounds recognized by the Federal Rules of Civil Procedure, upon

expiration of said twenty (20) day period, this action shall be deemed to be dismissed with prejudice, each party to bear their respective costs.

DATED this 16th day of April, 1992.



JAMES O. ELLISON, CHIEF JUDGE
OF THE DISTRICT COURT

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

F I L E D

APR 17 1992 *DL*

JAYME LEROY HAYES,)
)
Petitioner,)
)
v.)
)
GARY MAYNARD, et al,)
)
Respondents.)

89-C-1014-B ✓

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER

The Court has for consideration the Report and Recommendation of the United States Magistrate Judge filed April 1, 1991 in which the Magistrate Judge recommended that Hayes' motion be **GRANTED** with the following conditions: 1) Hayes cannot leave the State of Oklahoma without permission of this Court; 2) Hayes must immediately begin looking for and maintain employment; 3) Hayes must not violate any ordinance, state or federal law; 4) Hayes must immediately, and within ten (10) days of his release start processing his direct appeal with the State of Oklahoma and must file copies of all such proceedings with this Court when same are filed with the State Court; and 5) Hayes must submit a monthly status report to this Court as to his whereabouts, employment, status of appeal, etc.

Also, the Magistrate Judge recommended that Hayes Motion for Summary Judgment (filed December 16, 1991) be held in **abeyance**, pending the outcome of Hayes' direct appeal to the State Court.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

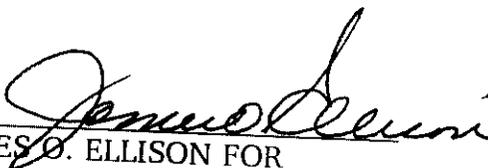
EOD: 4-20-92

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 recommendations of the Magistrate Judge are hereby adopted as set forth above.

Upon his release Mr. Hayes is to report in person to Magistrate Judge Wolfe. He shall do so within five (5) days of his release and give telephonic notice to the Attorney General the day before he plans to appear in court. Mr. Hayes is to sign bond papers as if released on bond in a criminal matter. Mr. Hayes will be under the supervision of the United States Probation Office and his conditions of release will be subject to review as may be later recommended by the United States Probation Office. In this regard, no monetary bond is presently being set but such bond may be later set if found to be necessary.

Dated this 17th day of April, 1992.


JAMES O. ELLISON FOR
THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SCOTT P. KIRTLEY,
Trustee in Bankruptcy for
PROGRESSIVE ACCEPTANCE
CORPORATION, an Oklahoma
corporation,

Plaintiff,

vs.

GRECO AND ASSOCIATES INSURANCE
SERVICES, INC., a foreign
corporation and SECURITY
INSURANCE COMPANY OF HARTFORD,
a foreign insurance company,

Defendants,

vs.

METLIFE FINANCIAL ACCEPTANCE
CORPORATION, a foreign
corporation,

Third-Party Defendant.

Case No. 89-C-629-E

FILED

APR 17 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

AGREED ORDER OF DISMISSAL WITH PREJUDICE TO REILING

TO THE HONORABLE UNITED STATES DISTRICT COURT:

On April 17, 1992, all the parties to this case came and represented to the Court that all matters in dispute between and among them have been resolved by way of settlement.

Each party requested that the Court dismiss with prejudice to refiling all claims and causes of action pled by Progressive Acceptance Corporation, MetLife Financial Acceptance Corporation, Security Insurance Company of Hartford, and Greco and Associates Insurance Services, Inc.

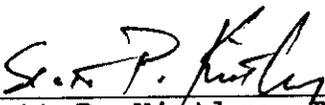
It is therefore, ORDERED, ADJUDGED AND DECREED that all complaints, countercomplaints, cross-complaints and third-party complaints be and the same are hereby dismissed with prejudice to refiling. Costs shall be borne by the party incurring same.

SIGNED this the 17 day of April, 1992.

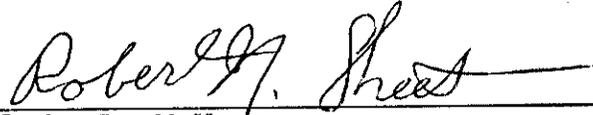
S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

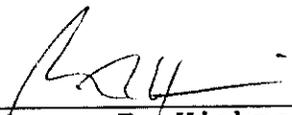
AGREED:



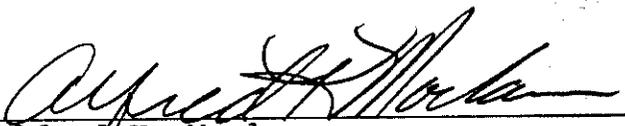
Scott P. Kirtley, Trustee in
Bankruptcy for
PROGRESSIVE ACCEPTANCE CORPORATION



Melvin R. McVay
Robert N. Sheets
Joseph K. Heselton, Jr.
Phillips McFall McCaffrey McVay
Sheets & Lovelace, P.C.
COUNSEL FOR METLIFE FINANCIAL ACCEPTANCE CORPORATION



Steven R. Hickman
Frasier & Frasier
COUNSEL FOR SCOTT P. KIRTLEY, TRUSTEE IN BANKRUPTCY
FOR PROGRESSIVE ACCEPTANCE CORPORATION



Alfred K. Morlan
Morlan, Brumley & Hackett
COUNSEL FOR GRECO AND ASSOCIATES INSURANCE SERVICES, INC.

AGREED ORDER OF DISMISSAL WITH PREJUDICE TO REILING

Page 2

Jerry Grissom

John Mackintosh

Jerry Grissom

Thompson & Knight

A Professional Corporation

COUNSEL FOR SECURITY INSURANCE COMPANY OF HARTFORD

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

FILED

APR 17 1992

dl

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

RESOLUTION TRUST CORPORATION,)
as Receiver for Sooner)
Federal Savings Association,)
)
Plaintiff,)
)
vs.)
)
PAUL D. BRADFORD, and)
CHERRY STREET ASSOCIATES, LTD.)
)
Defendants.)

Case No. 91-C-310-E

ORDER FOR DISMISSAL WITH PREJUDICE

NOW, on this 17th day of April, 1992, the Court finds that,
for good cause shown, all claims by any party in the above-styled
action should be dismissed with prejudice, with each party bearing
its own costs and attorney fees.

IT IS SO ORDERED.

ENTERED this 17th day of April, 1992.



JAMES O. ELLISON
JUDGE OF THE DISTRICT COURT

50

FILED

APR 6 1992

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

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

DAVID NEAL PIGG,

Plaintiff,

v.

RON CHAMPION, et al.,

Defendants.

Case No. 91-C-481-E

ORDER

The court has for consideration the Report and Recommendation of the Magistrate Judge filed March 27, 1992, in which the Magistrate Judge recommended that defendants' Motion to Dismiss be granted. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that defendants' Motion to Dismiss plaintiff's Civil Rights Complaint Pursuant to 42 U.S.C. § 1983 for failure to state a claim upon which relief may be granted pursuant to F.R.C.P. 12 (b)(6) is granted.

Dated this 15th day of April, 1992.


JAMES O. ELLISON, CHIEF
UNITED STATES DISTRICT JUDGE

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

FILED

APR 15 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CLESTER BILLS,)
)
Plaintiff,)
)
v.)
)
DR. TERRY STRICKLIN,)
STANLEY GLANZ, Tulsa County Sheriff,)
DREW DIAMOND, Chief of Police)
for the City of Tulsa, ROGER RANDAL,)
Mayor for the City of Tulsa,)
)
Defendants.)

91-C-303-E

ORDER

The court has for consideration the Report and Recommendation of the Magistrate Judge filed March 25, 1992, in which the Magistrate Judge recommended that Defendants' Motion for Summary Judgment be granted. The court file indicates that plaintiff was mailed a copy of the February 19, 1992 Report and Recommendation of the Magistrate Judge, in which it was recommended that defendants' Motion to Dismiss be denied, but that their alternative Motion for Summary Judgment be considered, but was returned marked "Attempted Not Known". Plaintiff was mailed a copy of the March 25, 1992 Report and Recommendation, but that, too, was returned marked "Attempted Not Known". Plaintiff has not advised the court of his current whereabouts and has not sought an extension of time to pursue his complaint.

After careful consideration of the record and the issues, the court has concluded that the March 25, 1992 Report and Recommendation of the Magistrate Judge should be and hereby is affirmed.

It is therefore Ordered that Defendants' Motion for Summary Judgment is granted.

Dated this 14th day of April, 1992.


JAMES O. ELLISON, CHIEF
UNITED STATES DISTRICT JUDGE

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

FILED

APR 15 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

LEONA SAWYER,)
)
 Plaintiff,)
)
 vs.)
)
 BOARD OF COUNTY COMMISSIONERS)
 OF THE CREEK COUNTY, A)
 Subdivision of the State of)
 Oklahoma, et al.,)
)
 Defendants.)

No. 88-C-444-E

ORDER AND JUDGMENT

Comes now before the Court for consideration Plaintiff's Motion to Clarify or Amend Judgment the Court's Judgment order dated May 7, 1991, and Plaintiff's Motion for Judgment N.O.V./New Trial. After review of the record, the Court finds Plaintiff's Motion for Judgment N.O.V./New Trial is denied. Accordingly, to insure clarity, the Court states that judgment is in favor of Defendant with said case dismissed and Defendant to recover joint and severally from Plaintiff individually and as personal representative of the Estate of Johnny Sawyer, deceased.

IT IS THEREFORE ORDERED that Plaintiff's motion be denied and the original judgment entered in favor of Defendant is affirmed. The Court will allow Plaintiff to respond to said Order within ten (10) days.

So ORDERED this 14th day of April, 1992.



JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

The Court, being fully advised and having examined the court file, finds that the Defendant, Brenda K. Reed Black a/k/a Brenda Reed, acknowledged receipt of Summons and Complaint on February 14, 1992; that the Defendant, James Black, was served with Summons and Amended Complaint on February 28, 1992; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, acknowledged receipt of Summons and Complaint on January 27, 1992; that the Defendant, State of Oklahoma ex rel. Department of Human Services, Child Support Enforcement, acknowledged receipt of Summons and Complaint on February 11, 1992; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on January 29, 1992; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on January 28, 1992.

It appears that the Defendant, County Treasurer, Tulsa County, Oklahoma, filed his Answer on February 13, 1992, disclaiming any interest in the property; that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, filed its Answer on February 13, 1992, disclaiming any interest in the property; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission filed its Answer and Counterclaim on February 7, 1992 and filed its Answer to Plaintiff's Amended Complaint on March 13, 1992; that Defendant, State of Oklahoma ex rel. Department of Human Services, Child Support Enforcement, filed its Answer on March 26, 1992 and filed its Answer to Amended Complaint on March 26, 1992; and that the Defendants, Brenda K.

Reed Black a/k/a Brenda Reed and James Black, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot Thirty-one (31), Block Four (4), VALLEY VIEW ACRES ADDITION to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded Plat thereof.

The Court further finds that on December 24, 1976, the Defendant, Brenda Reed, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, her mortgage note in the amount of \$6,900.00, payable in monthly installments, with interest thereon at the rate of 8.5 percent (8.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendant, Brenda Reed, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated December 24, 1976, covering the above-described property. Said mortgage was recorded on December 27, 1976, in Book 4244, Page 1041, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Brenda K. Reed Black a/k/a Brenda Reed, made default under the terms of the aforesaid note and mortgage by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Brenda K. Reed Black a/k/a Brenda Reed, is indebted to the Plaintiff in the principal sum of \$5,583.93, plus interest at the rate of 8.5 percent per annum from November 1, 1990 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action in the amount of \$25.40 (\$20.00 docket fees, \$5.40 fees for service of Summons and Amended Complaint).

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

The Court further finds that the Defendants, Brenda K. Reed Black a/k/a Brenda Reed and James Black, are in default and have no right, title or interest in the subject real property.

The Court further finds that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, has a lien on the property which is the subject matter of this action by virtue of an Income Tax Warrant, No. ITI8901591600, issued September 11, 1989 and recorded in the records of Tulsa County, Oklahoma on September 20, 1989 in Book 5208 at Page 1609 in the amount of \$368.23 plus interest and penalties. Said lien is inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, State of Oklahoma ex rel. Department of Human Services, Child Support Enforcement, has liens on the property which is the subject matter of this action by virtue of an Affidavit of Judgment filed June 28, 1990 in the District Court of Tulsa County, State of Oklahoma, Case No. FD 90-4437 and recorded in the records of Tulsa County, Oklahoma on August 2, 1990 in Book 5268 at Page 1762 in the amount of \$1,123.00; and an Affidavit of Judgment filed July 11, 1990 in the District Court of Tulsa County, State of Oklahoma, Case No. FD 90-4773 and recorded in the records of Tulsa County, Oklahoma on August 2, 1990 in Book 5268 at Page 1698 in the amount of \$253.50. Said liens are inferior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Brenda K. Reed Black a/k/a Brenda Reed, in the principal sum of \$5,583.93, plus interest at the rate of 8.5 percent per annum from November 1, 1990 until judgment, plus interest thereafter at the current legal rate of 4.55 percent per annum until paid, plus the costs of this action in the amount of \$25.40 (\$20.00 docket fees, \$5.40 fees for service of Summons and Amended Complaint), 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, Brenda K. Reed Black a/k/a Brenda Reed, James Black,

County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, have and recover judgment in the amount of \$368.23 plus interest and penalties.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, State of Oklahoma ex rel. Department of Human Services, Child Support Enforcement, have and recover judgment in the amount of \$1,376.50.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Brenda K. Reed Black a/k/a Brenda Reed, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to Plaintiff's election with or without appraisal, the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

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

Third:

In payment of Defendant State of Oklahoma ex rel. Oklahoma Tax Commission, in the amount of \$368.23 together with interest and penalties.

Fourth:

In payment of Defendant, State of Oklahoma ex rel. Department of Human Services, Child Support Enforcement, in the amount of \$1,376.50.

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

PETER BERNHARDT, OBA #741
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

Diane Allbaugh
M. DIANE ALLBAUGH, OBA #14667
Assistant General Counsel for
State of Oklahoma ex rel. Oklahoma Tax Commission

M. Karen Dale
M. KAREN DALE, OBA #13641
Attorney for State of Oklahoma ex rel.
Department of Human Services, Child Support Enforcement

Judgment of Foreclosure
Civil Action No. 92-C-67-E
PB/esr

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)

vs.)

BERTHA P. BREESE a/k/a B.P.)
BREESE a/k/a BERTHA PEARL)
BREESE; TULSA ADJUSTMENT)
BUREAU; 66 FEDERAL CREDIT)
UNION; STATE OF OKLAHOMA)
ex rel. OKLAHOMA TAX)
COMMISSION; COUNTY TREASURER,)
Washington County, Oklahoma;)
BOARD OF COUNTY COMMISSIONERS,)
Washington County, Oklahoma,)

Defendants.) CIVIL ACTION NO. 91-C-985-B

FILED
APR 15 1992
Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 15th day of April, 1992. The Plaintiff appears by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney; the Defendant, Tulsa Adjustment Bureau, appears not, having previously filed its Disclaimer; the Defendant, 66 Federal Credit Union, appears not, having previously filed its Disclaimer; the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, appears by M. Diane Allbaugh, Assistant General Counsel; and the Defendants, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, County Treasurer and Board of County Commissioners, Washington County, Oklahoma, appear not, but make default.

The Court, being fully advised and having examined the court file, finds that the Defendant, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, was served with Summons and

NOTE: THIS ORDER SHALL BE VALIDATED BY MOVANT TO AVOID A DEFAULT BY PRO SE LITIGANTS IMMEDIATELY UPON RECEIPT.

Complaint on March 5, 1992; that the Defendant, Tulsa Adjustment Bureau, acknowledged receipt of Summons and Complaint on December 30, 1991; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, acknowledged receipt of Summons and Complaint on December 30, 1991; that Defendant, County Treasurer, Washington County, Oklahoma, acknowledged receipt of Summons and Complaint on January 14, 1992; and that Defendant, Board of County Commissioners, Washington County, Oklahoma, acknowledged receipt of Summons and Complaint on January 14, 1992.

It appears that the Defendant, Tulsa Adjustment Bureau, filed its Disclaimer on December 30, 1991; that the Defendant, 66 Federal Credit Union, filed its Answer and Disclaimer on January 8, 1992; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, filed its Answer on January 13, 1992; and that the Defendants, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, County Treasurer and Board of County Commissioners, Washington County, Oklahoma, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot 6, Block 1, Rogers Addition to Dewey,
Washington County, Oklahoma.

The Court further finds that on July 17, 1981, the Defendant, Bertha P. Breese, executed and delivered to the United States of America, acting through the Farmers Home Administration, her promissory note in the amount of \$37,700.00, payable in monthly installments, with interest thereon at the rate of 13 percent (13%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendant, Bertha P. Breese, executed and delivered to the United States of America, acting through the Farmers Home Administration, a mortgage dated July 17, 1981, covering the above-described property. Said mortgage was recorded on July 17, 1981, in Book 763, Page 161, in the records of Washington County, Oklahoma.

The Court further finds that on July 17, 1981, the Defendant, Bertha P. Breese, 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, 1983, the Defendant, Bertha P. Breese, 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, 1984, the Defendant, B.P. Breese, 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 21, 1985, the Defendant, Bertha P. Breese, 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 13, 1986, the Defendant, Bertha P. Breese, 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 17, 1987, the Defendant, Bertha P. Breese, 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 11, 1988, the Defendant, B.P. Breese, 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 June 28, 1989, the Defendant, Bertha P. Breese, 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, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, 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, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, is indebted to the Plaintiff in the principal sum of \$31,671.89, plus accrued interest in the amount of \$2,631.18 as of January 24, 1991, plus interest accruing thereafter at the rate of 13 percent per annum or \$11.2804 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 \$34,019.13, plus interest on that sum at the legal rate from judgment until paid, and the costs of this action in the amount of \$55.00 (\$20.00 docket fees, \$27.00 fees for service of Summons and Complaint, \$8.00 fee for recording Notice of Lis Pendens).

The Court further finds that the Defendant, Tulsa Adjustment Bureau, disclaims any right, title or interest in the subject real property.

The Court further finds that the Defendant, 66 Federal Credit Union, disclaims any right, title or interest in the subject real property.

The Court further finds that the Defendants, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, County Treasurer and Board of County Commissioners, Washington County, Oklahoma, are in default and have no right, title or interest in the subject real property.

The Court further finds that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, has a lien on the property which is the subject matter of this action by virtue of an Income Tax Warrant, No IT18902524600, issued December 16, 1989 and recorded on December 28, 1989 in the records of Washington County, Oklahoma in the amount of \$332.90 with interest and penalties. Said lien is inferior to the interest of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, in the principal sum of \$31,671.89, plus accrued interest in the amount of \$2,631.18 as of January 24, 1991, plus interest accruing thereafter at the rate of 13 percent per annum or \$11.2804 per day until judgment, plus interest thereafter at the current legal rate of 4.55 percent per annum until paid, and the further sum

due and owing under the interest credit agreements of \$34,019.13, plus interest on that sum at the legal rate from judgment until paid, plus the costs of this action in the amount of \$55.00 (\$20.00 docket fees, \$27.00 fees for service of Summons and Complaint, \$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, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, County Treasurer and Board of County Commissioners, Washington County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Tulsa Adjustment Bureau, disclaims any right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, 66 Federal Credit Union, disclaims any right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, have and recover judgment in the amount of \$332.90 plus interest penalties.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Bertha P. Breese a/k/a B.P. Breese a/k/a Bertha Pearl Breese, to satisfy the money judgment of the

Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, 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 the judgment rendered herein in favor of the Plaintiff;

Third:

In payment of the judgment of Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, in the amount of \$332.90, plus interest and penalties.

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

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

S/ THOMAS R. BRETT

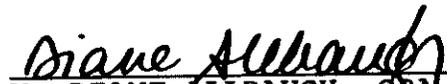
UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



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



M. DIANE ALLBAUGH, OBA #14,667
Assistant General Counsel
Attorney for Defendant,
State of Oklahoma ex rel.
Oklahoma Tax Commission

Judgment of Foreclosure
Civil Action No. 91-C-985-B

PP/esr

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

FILED

APR 15 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

PEGGY J. NEECE, et al.,)

Plaintiffs,)

vs.)

No. 88-C-1320-E /

INTERNAL REVENUE SERVICE,)
et al.,)

Defendants.)

ORDER

This matter is before the Court on the Plaintiff's motion for partial summary judgment. Plaintiff's motion is denied for the following reasons.

Rule 56(c) of the Federal Rules of Civil Procedure provides for summary judgment against a party who, after time for discovery, fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial. Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).

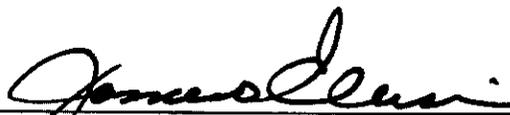
The Court has reviewed the pleadings in this action, and finds, construing the pleadings in favor of the Plaintiff and considering all factual inferences tending to show triable issues in a light most favorable to the existence of such issues, that material issues of fact remain to be litigated. Namely, this issue of whether Defendant acted "willfully" in violating the Right to Financial Privacy Act as to the issue of damages. The Court also finds that an evidentiary hearing on the disputed issues is

155

warranted and will be set for hearing.

IT IS THEREFORE ORDERED that Plaintiff's motion for partial summary judgment is denied; a hearing is set for the 17th day of May, 1992 at 2:00 o'clock p.m.

ORDERED this 14th day of April, 1992.



JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

IN RE:)
)
PAT BEVENUE AND ETHA MAE BEVENUE,) 91-01577-C
)
Debtors,)
)
MARY E. HOUCK,)
)
Appellant,)
)
v.) 90-C-945-E
)
PAT BEVENUE AND ETHA MAE BEVENUE,)
)
Appellees.)

FILED

APR 15 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER

Now before the Court is Appellant Mary E. Houck's appeal from a judgment of the Bankruptcy Court allowing Appellees, the Bevenues, to avoid Houck's lien pursuant to 11 U.S.C. §522(f) of the Bankruptcy Code.

FACTS

In 1973 the Bevenues purchased real property in Creek County from Tom and Nell Gilbert. The Bevenues granted a mortgage to the Gilberts to secure payment of the purchase price and a mortgage to the Bureau of Indian Affairs ("BIA") to secure a loan for the down payment.

In 1976 the BIA commenced a foreclosure action against the Bevenues. On June 15, 1976, the Bevenues transferred the property to their attorney, George Brewer, as Trustee for Appellant Houck. On June 16, 1978, Houck paid off the following debts of the

Bevenues:

- 1) BIA, second mortgage, **\$5,750.00**
- 2) Gilbert, first mortgage, **\$11,240.00**
- 3) Sapulpa Lumber company, **lien, \$160.00**

In November 1978, Brewer **resigned** as Trustee and gave a Quit Claim Deed of the property to Houck. Subsequently, **the Bevenues** sued Brewer and Houck for fraud and rescission to the trust agreements. **Houck** filed a separate case to foreclose the mortgages assigned to her by Brewer. These **cases** were consolidated in 1981.

In 1983, a jury in Creek County District court granted judgment in favor of the Bevenues against Brewer and Houck **for damages**. In the same action, however, the District Court granted rescission to **the Bevenues** of the Brewer deeds and the Houck mortgage. The Court then granted **Houck** a lien against the property for the amount she had advanced to the Bevenues. The **Court of Appeals** affirmed the judgment of rescission and granted the lien to Houck.

In June 1990, the Bevenues **filed** bankruptcy and were granted a homestead exemption on the property pursuant to 31 O.S. §2. They also filed a motion to avoid the lien of Houck under §522(f) of the **Bankruptcy** Code. Houck objected to the Bevenues' motion in Bankruptcy Court on the **grounds** that §522(f) did not apply to her interest in the Bevenues' property. The **Bankruptcy** Judge ruled for the Bevenues and held that Houck's lien was voided under §522(f) of the Bankruptcy Code (See Record on Appeal, p. 4). Houck appealed the Bankruptcy **Judge's** decision to this Court.

STANDARD OF REVIEW

In reviewing the decision of the Bankruptcy Court, "the district court as well as the court of appeals must accept the **factual findings** of the bankruptcy court unless they are **clearly erroneous**." *In Re Mullett*, 817 F.2d 677, 678 (10th Cir. 1987). Questions of law, and mixed questions of fact and law which involve "primarily a consideration of legal principles", are considered under a *de novo* review by the district court. *In Re Ruti-Sweetwater, Inc.*, 836 F.2d 1263, 1266 (10th Cir. 1988).

The issue in this present case is whether the lien granted Houck on October 6, 1983, was a "judicial lien", and therefore voidable to the extent that it impairs the Bevenues' homestead exemption. What constitutes a "judicial lien" is a question of law to be decided by this Court. Therefore, a *de novo* standard is the appropriate review to be applied in this case.

LEGAL ANALYSIS

Section 522(f) of the Bankruptcy Code states that "notwithstanding any waiver of exemptions, the debtor may avoid the fixing of a lien on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled under subsection (b) of this section, if such lien is -- (1) a judicial lien, ..." §101(32) defines a judicial lien as a "lien obtained by judgment, levy, sequestration, or other legal or equitable process or proceeding In *Maus v. Maus*, 837 F.2d 935 (10th Cir. 1988), the Court stated "Sec. 522(f)(1) thus allows the debtor to avoid a lien if it is 1) a judicial lien, 2) on an interest of the debtor in property. A judicial lien is defined as a lien obtained by judgment, levy, sequestration, or other legal or equitable process or

proceeding"

The Supreme Court recently **interpreted** §522(f) of the Bankruptcy Code in *Farrey v. Sanderfoot*, 111 S.Ct. 1825 (1991). The Supreme Court held that §522(f)(1) requires a debtor to have possessed an interest to which a lien attached, before it attached, to avoid the fixing of a lien on that property. The statute does not permit the avoidance of any lien on a property, but instead expressly **permits** avoidance of "the fixing of a lien on an interest of the debtor." A fixing that takes place before the debtor acquires an interest is not in the debtor's interest. Also, lien avoidance **cannot** be permitted where the debtor at no point possessed the interest without the **judicial lien**. *Id. at 1826*.

In the present case, the **Bevenues** obtained their interest in the real property in 1973. Any interest Houck had in the **property** did not arise until 1978. It is clear that the Bevenues had an interest in the **property "at some point"** before Houck's lien attached. Therefore, the Bevenues have **satisfied that** portion of the Supreme Court's interpretation of §522(f). The remaining question to **be answered** is whether the lien granted to Houck by the state court on October 6, 1983, constituted a judicial lien under §522(f).

Houck argues that the **Creek County** District Court was attempting to preserve the "status quo" by granting the lien. **Houck claims** that her interest is similar to an equitable mortgage. When the District Court **rescinded** the deeds and trust agreement and granted a lien to Houck, this was to **insure that** Houck would be returned to the position she was in before she entered into the **agreements** that were rescinded. Houck claims her lien is not a judicial lien because she **had an interest** in the property prior to the state court judgment. (*Appellant's Brief*, pp 4-5, **Docket #3**).

The judgment rendered in the state court does not appear to attempt to preserve any "status quo".¹ The Journal Entry of Judgment rescinded the previously granted deeds and trust agreements, and then granted a lien to Houck. The District Court wrote:

the contract between the parties of the 15th day of June, 1978, is hereby ordered rescinded and judgment is granted against the Plaintiffs and in favor of Defendant M.E. Houck for any amounts actually advanced by her for the benefits of Plaintiffs The amount for which Defendant M.E. Houck is entitled to judgment under paragraph 3 above shall constitute a lien upon the above described real property Journal Entry of Judgment, (See Exhibit "A" in Record, p. 5).

Houck also argues that lien avoidance does not apply retroactively to liens that are established before the enactment of the Bankruptcy Act on November 6, 1978. *U.S. v. Security Industrial Bank*, 459 U.S. 70 (1982). Houck states that the lien dates back to the date of advancement and filing of the trust agreements and deeds on June 15, 1978, and therefore, lien avoidance cannot apply. (*Appellant's Brief*, p. 5). However, the Journal Entry of Judgment in the District court on October 6, 1983, clearly rescinded the trust agreements that were in existence before the enactment of the Bankruptcy Act. Any interest Houck may now have in the property did not exist until 1983.

The definition of a "judicial lien" in §101(32) of the Bankruptcy Code is clear and unambiguous. A "judicial lien" is a "lien obtained by judgment" Houck's lien was acquired when Judge Thompson entitled her to judgment against the Bevenues in the form of a lien. Therefore, Houck's lien fits the definition in §101(32) of the Bankruptcy Code. Judge Thompson voided and rescinded any prior agreements between the parties, and

¹ In fact, Judge Thompson stated in the Journal Entry, "the title of the Plaintiffs is hereby ordered quieted; the Plaintiffs are the owners of the fee simple titled in and to said property; the Defendants have no right, title or interest therein; the Defendants are hereby perpetually enjoined and forbidden to claim any right, title, interest or estate in or to said property" Journal Entry of Judgment. (See Exhibit "A" in Record, p. 4).

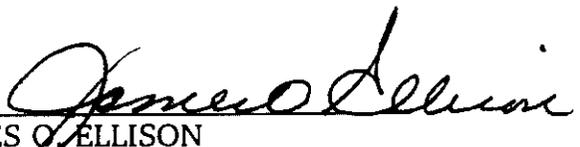
granted Houck a judicial lien instead.

CONCLUSION

The Appellant, M.E. Houck, has a judicial lien on the Bevenues' exempt homestead. This judicial lien did not arise simultaneously with the interest in the property acquired by the Bevenues, but occurred on October 6, 1983. Any interest Houck may have acquired in 1978, through George Brewer, was clearly rescinded by the District Court of Creek County in 1983. Because the District Court rescinded the deeds and trust agreements of Brewer and Houck, it granted Houck a judicial lien as a new encumbrance on the property. Since Houck's lien is a "judicial lien" on the Bevenues' property, as defined in §101(32), it can be avoided under §522(f) of the Bankruptcy Code.

Judgement of the Bankruptcy Court is AFFIRMED.

SO ORDERED THIS 14th day of April, 1992.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

APR 15 1992

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

MATRIX GAS MARKETING, INC.,
Plaintiff,
vs.
LIGHTHOUSE GAS MARKETING CO.,
KELT RESOURCES (HOLDINGS) INC.,
KELT OIL & GAS, INC.,
and KELT ENERGY PLC,
Defendants.

No. 91-C-339-B ✓

ORDER

Before the Court is the motion of defendant Kelt Energy PLC (PLC) to dismiss. This action arises out of a gas purchase agreement entered into between plaintiff and defendant Lighthouse Gas Marketing Co. (Lighthouse). Plaintiff contends that Lighthouse acted as the agent or alter ego of PLC, a British corporation and that therefore its Complaint states a claim against PLC as well.

PLC moves to dismiss for lack of personal jurisdiction. There is no dispute that PLC has no direct contacts with Oklahoma, but plaintiff seeks to impute Lighthouse's contacts to PLC.

The parties agree as to the applicable burden of proof:

The plaintiff bears the burden of establishing personal jurisdiction over the defendant. Prior to trial, however when a motion to dismiss for lack of jurisdiction is decided on the basis of affidavits and other written

materials, the plaintiff need only make a prima facie showing. The allegations in the complaint must be taken as true to the extent they are uncontroverted by the defendant's affidavits. If the parties present conflicting affidavits, all factual disputes are resolved in the plaintiff's favor, and the plaintiff's prima facie showing is sufficient notwithstanding the contrary presentation by the moving party.

Benhagen v. Amateur Basketball Ass'n, 744 F.2d 731, 733 (10th Cir. 1984), cert. denied, 471 U.S. 1010 (1985) [citations omitted]. The parties also do not seriously dispute that generally a court considers numerous factors in determining whether to disregard separate corporate entities and impute the subsidiary's actions to the parent. These factors include:

1. Whether a parent owns all of the subsidiary's outstanding stock;
2. Whether the subsidiary and parent have common directors and officers;
3. Whether the parent finances the subsidiary;
4. Whether the parent causes the subsidiary to incorporate;
5. Whether the subsidiary is grossly undercapitalized;
6. Whether the parent pays the subsidiary's salaries or expenses;
7. Whether the subsidiary has no business except with its parent or has no assets except those transferred by its parent;
8. Whether the directors and officers of the subsidiary do not act independently in the subsidiary's interests;

9. Whether the formal legal requirements of the subsidiary, such as keeping corporate minutes, are observed;
10. Whether the distinctions between parent and subsidiary are disregarded or confused; and,
11. Whether the subsidiary has a full Board of Directors.

Rea v. An-Son Corp., 79 F.R.D 25, 31 (W.D. Okla. 1978). Lockett v. Bethlehem Steel Corp., 618 F.2d 1373, 1378 n.4 (10th Cir. 1980) (construing Oklahoma law).

As summarized on pages 12 through 14 of its reply brief, and independently reviewed by the Court, PLC has presented evidence which appears to negative all eleven factors listed above. In response, plaintiff does not directly contradict this evidence. Rather, it protests that PLC has not been forthcoming in discovery and that the withheld documents might have proven the "alter ego" theory. Magistrate Judge Wolfe entered an order on February 3, 1992 which addressed discovery disputes. In footnote 3 of that order, he stated: "Counsel for both parties said they would attempt to reach an agreement concerning the corporate minutes and/or corporate records of Kelt entities. Therefore, this Court will not address that subject." From plaintiff's closing brief, it appears that no such agreement was reached. However, the record reflects no motion to compel filed by plaintiff subsequently. The discovery deadline is now passed. The record does reflect that PLC forced plaintiff to "pull teeth" in discovery matters, but that is

hardly litigation strategy unique to this lawsuit. Plaintiff cites cases standing for the proposition that a plaintiff, seeking to establish the "alter ego" theory, must be given opportunity for full discovery. The opportunity has been afforded and plaintiff's proof, even of a prima facie showing, is lacking.

Plaintiff attempts to substitute vague suggestions of "control" by PLC over Lighthouse in the "labyrinthine" Kelt system for the evaluation of relevant factors listed above. The Court believes that the factors provide a more objective test, and especially given the dearth of evidence as to PLC, the Court sees no need for modification of that test under the facts of this case.

It is the Order of the Court that the motion of defendant Kelt Energy PLC to dismiss for lack of personal jurisdiction is hereby granted.

IT IS SO ORDERED this 15th day of April, 1992.


Thomas R. Brett
United States District Judge

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

FILED
APR 15 1992
Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

MATRIX GAS MARKETING, INC.,)
)
Plaintiff,)
)
vs.)
)
LIGHTHOUSE GAS MARKETING CO.,)
KELT RESOURCES (HOLDINGS) INC.,)
KELT OIL & GAS, INC.,)
and KELT ENERGY PLC,)
)
Defendants.)

No. 91-C-339-B

ORDER

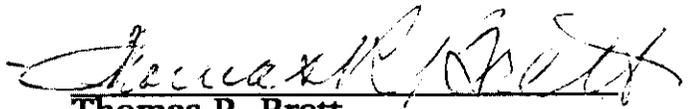
Before the Court is the motion of defendant Lighthouse Gas Marketing Co. (Lighthouse) to dismiss and motion for more definite statement. This action arises out of a gas purchase agreement entered into between plaintiff and Lighthouse on November 1, 1990. Plaintiff alleges three claims for relief: breach of contract, contract repudiation, and fraud.

The present motions are directed to the third cause of action and assert that plaintiff has not pled fraud with particularity, as required by Rule 9(b) F.R.Cv.P. In response, plaintiff has filed an amended complaint, which incorporates by reference an affidavit of Daniel J. Williams, plaintiff's president. The affidavit states

that, in entering the contract, plaintiff relied upon misrepresentations made in October, 1990 by Ronald Ennis, president of Lighthouse, that Lighthouse had a two-year contract with the East Ohio Gas Company to resell certain of the volumes of gas committed to the contract. The Court concludes that such allegations are sufficient to satisfy the requirements of Rule 9(b). See Seattle-First Nat'l Bank v. Carlstedt, 800 F.2d 1008, 1011 (10th Cir. 1986).

It is the Order of the Court that the motion of defendant Lighthouse Gas Marketing Co. to dismiss and motion for more definitive statement are hereby denied.

IT IS SO ORDERED this 15th day of April, 1992.



Thomas R. Brett

United States District Judge

District Court for the Northern District of Oklahoma, wherein HARSCO alleges that ACE has infringed the '512 patent and wherein ACE has denied HARSCO's allegations, and has counterclaimed for a declaratory judgment of invalidity and non-infringement of the '512 patent.

6. The Parties having entered into a Settlement Agreement in this matter wherein the validity and enforceability of the '512 patent has been acknowledged, and the parties having consented to the entry of this Consent Decree and Final Judgment finally disposing of this action and all claims and counterclaims asserted herein,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

Prior to March 21, 2001, Defendant ACE shall not manufacture, use, or sell, or cause to be manufactured, used, or sold:

a. a heat exchanger assembly as claimed in the '512 patent, a non-limiting example of which is the initial configuration of the heat exchanger assembly identified as ACE Unit Serial No. 90492 manufactured by ACE, as shown in Exhibit 1 attached hereto and incorporated herein;

b. The obligations under this paragraph shall apply, provided that all of the claims of the '512 patent have not been held invalid, unpatentable or unenforceable by a final judgment from which no appeal was taken within the time provided or which was upheld on appeal. In accordance with the acknowledgement of the validity and enforceability of the '512 patent set forth in

the settlement agreement, ACE agrees not to contest the validity or enforceability of the '512 patent by either judicial proceeding or administrative proceedings in the Patent and Trademark Office.

7. Jurisdiction is retained for the purpose of enabling any party to this Consent Decree and Final Judgment to apply to the Court at any time for such further orders and directions as may be necessary, for modifications of any of the provisions hereof, for enforcement or compliance herewith, and for punishment of violations hereof.

8. All claims, counterclaims and causes of action pending in or which could have been brought in this cause of action are hereby dismissed with prejudice.

APPROVED AND ENTERED on this _____ day of _____,
1992.

UNITED STATES DISTRICT JUDGE

APPROVED:

HARSCO CORPORATION

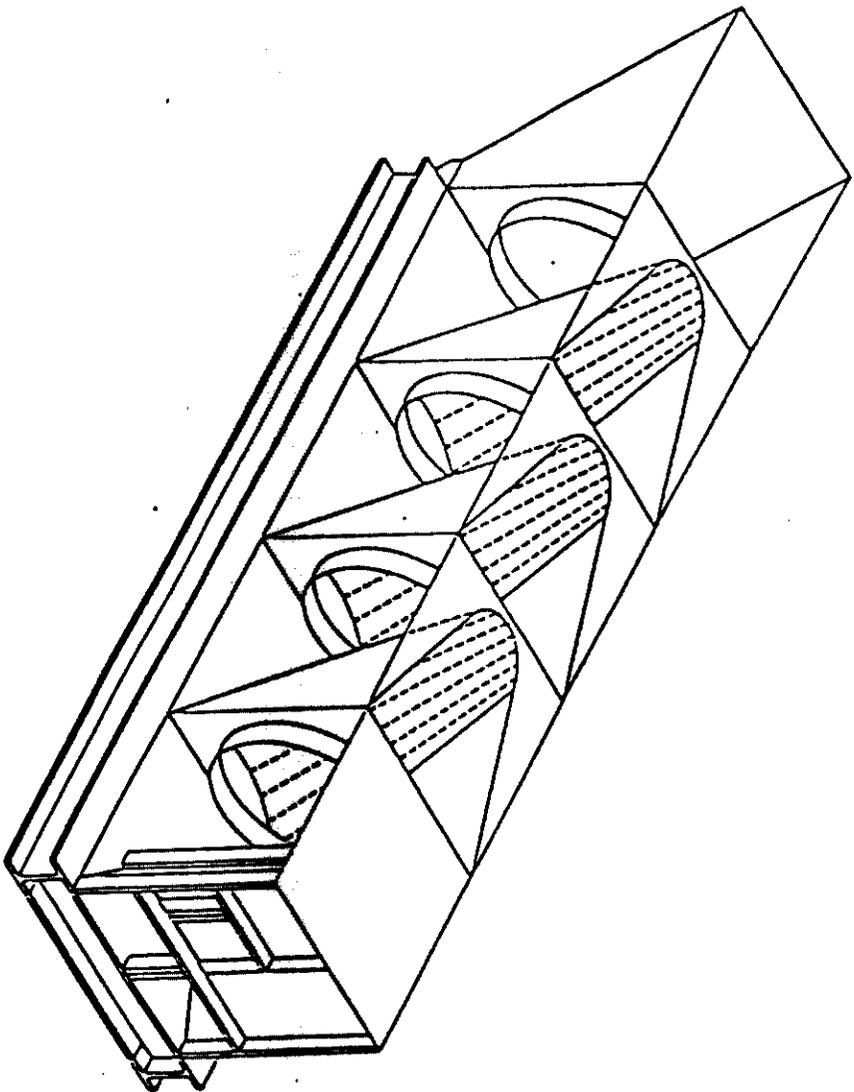
By: *Edward J. Kondracki*

Edward J. Kondracki
KERKAM, STOWELL, KONDRACKI
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Two Skyline Place
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Falls Church, Virginia 22041
Telephone: (703) 998-3301
Attorneys for Plaintiff

AIR COOLED EXCHANGERS, INC.

By: *Paul H. Johnson*

Paul H. Johnson
HEAD & JOHNSON
228 W. 17TH Place
Tulsa, Oklahoma 74119
Telephone: (918) 687-2000
Attorneys for Defendant



NOTES:

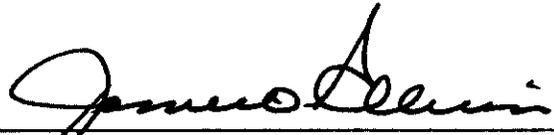
ACE AIR COOLED EXCHANGERS, INC.

SCALE	INCH	ACE MODEL	TI	7A	ORDER NO.	BC
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Defendant will comply with Plaintiff's discovery request before April 24th, 1992, or be subject to sanctions by the Court.

IT IS THEREFORE ORDERED that all motions are hereby denied.

ORDERED this 13th day of April, 1992.



JAMES C. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

FILED

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

APR 14 1992 *dl*

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

MALCOM OWEN SMITH, et al.)
)
Plaintiffs,)
)
vs.)
)
THE WILLIAMS COMPANIES, INC.,)
et al.,)
)
Defendants.)

No. 90-C-803-E ✓

ORDER

NOW on this 14th day of April 1992, comes on for consideration the above-captioned matter and the Court, being fully advised in the premises finds that the Motion of Plaintiff Smith/^{ET AL}to Reconsider and Brief in Support of altering and amending the judgment entered on May 2, 1991, fails to demonstrate any error in the Court's Order dismissing Plaintiffs' action. No error being established,

IT IS THEREFORE ORDERED that Plaintiff s' Motion to Reconsider should be and is hereby denied.

IT IS FURTHER ORDERED that Plaintiffs' application for leave to file amended complaint is also denied.

ORDERED this 14th day of April 1992.

James O. Ellison
CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,
Plaintiff,

vs.

HERSCHEL NEAL DAVIS; SHARON
MAE DAVIS; COUNTY TREASURER,
Ottawa County, Oklahoma;
BOARD OF COUNTY COMMISSIONERS,
Ottawa County, Oklahoma,
Defendants.

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 92-C-110-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 14th day of April, 1992. 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, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, appear by Barry V. Denney, Assistant District Attorney, Ottawa County, Oklahoma; and the Defendants, Herschel Neal Davis and Sharon Mae Davis, appear not, but make default.

The Court, being fully advised and having examined the court file, finds that the Defendant, Herschel Neal Davis, acknowledged receipt of Summons and Complaint on February 15, 1992; and that the Defendant, Sharon Mae Davis, acknowledged receipt of Summons and Complaint on February 15, 1992.

It appears that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, filed their Answer on February 11, 1992 and their Amended Answer on February 13, 1992; and that the Defendants, Herschel Neal Davis and Sharon Mae Davis, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that on May 3, 1991, Herschel Neal Davis and Sharon Mae Davis filed their voluntary petition in

bankruptcy in Chapter 7 in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 91-01498-C, were discharged on August 26, 1991, and the case was closed on October 8, 1991.

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

Lot 3 and the North 45 feet of Lot 4, in Block 6, Johnson's Addition to the City of Miami, Ottawa County, Oklahoma, according to the recorded plat thereof.

The Court further finds that on July 9, 1982, the Defendants, Herschel Neal Davis and Sharon Mae Davis, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, their mortgage note in the amount of \$19,500.00, payable in monthly installments, with interest thereon at the rate of 15.5 percent (15.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Herschel Neal Davis and Sharon Mae Davis, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated July 9, 1982, covering the above-described property. Said mortgage was recorded on July 9, 1982, in Book 415, Page 409, in the records of Ottawa County, Oklahoma.

The Court further finds that the Defendants, Herschel Neal Davis and Sharon Mae Davis, made default under the terms of

the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Herschel Neal Davis and Sharon Mae Davis, are indebted to the Plaintiff in the principal sum of \$18,957.12, plus interest at the rate of 15.5 percent per annum from January 1, 1991 until judgment, plus interest thereafter at the legal rate until fully 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, Ottawa 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 \$251.88, plus penalties and interest, for the year of 1991-1992. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendants, Herschel Neal Davis and Sharon Mae Davis, are in default and have no right, title or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem only against the Defendants, Herschel Neal Davis and Sharon Mae Davis, in the principal sum of \$18,957.12, plus interest at the rate of 15.5 percent per annum from January 1, 1991 until judgment, plus interest thereafter at the current legal rate of 4.55 percent per annum 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, Ottawa County, Oklahoma, have and recover judgment in the amount of \$251.88, plus penalties and interest, for ad valorem taxes for the year 1991-1992, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Herschel Neal Davis and Sharon Mae Davis, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Herschel Neal Davis and Sharon Mae Davis, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to Plaintiff's election with or without appraisal, the real property involved herein and apply the proceeds of the sale as follows:

First:

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

Second:

In payment of Defendants, County Treasurer, and Board of County Commissioners, Ottawa County, Oklahoma, in the amount of \$251.88, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

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

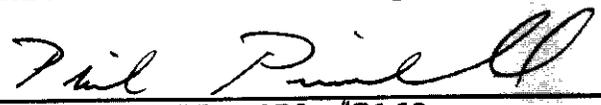
The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

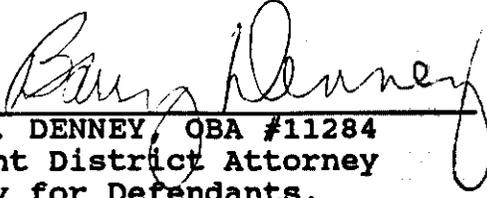
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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


UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


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



**BARRY V. DENNEY, OBA #11284
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Ottawa County, Oklahoma**

**Judgment of Foreclosure
Civil Action No. 92-C-110-E**

PP/esr

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

SHARON KAY DANIELS,)
)
Plaintiff,)
)
vs.)
)
COUNTRY MUTUAL INSURANCE CO.,)
)
Defendant.)

No. 92-C-157-E

JUDGMENT

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

IT IS THEREFORE ORDERED that the Plaintiff take nothing from the Defendant, that the action be dismissed on the merits, and that the Defendant recover of the Plaintiff its costs of action.

ORDERED this 14th day of April, 1992.


JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

SAFECO INSURANCE COMPANY
OF AMERICA,

Plaintiff,

AND

THE AETNA CASUALTY AND
SURETY COMPANY,

Intervenor,

vs.

No. 88-C-189-E

WILLIAM A. SANDERS, et al.,

Defendants.

ORDER AND JUDGMENT

Comes now before the Court for consideration, based on diversity jurisdiction, Plaintiff and Defendants' motions for summary judgment. After review of the pleadings under Oklahoma law, 36 O.S. 1981 §3636, the Court finds that Plaintiff's motion for summary judgment should be granted and Defendants' motion for summary judgment denied.

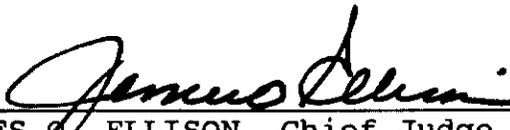
The Court finds that under both the casual connection test and chain of events test, the acts of Hain and Lambert after the car was parked, constitute acts of independent significance to sever any casual link. The acts of cutting the fuel line and igniting the fuel after the car was parked, which caused the fire and subsequent deaths, are so contrary to the vehicle's transportation nature, as a matter of law, to exclude Plaintiff's liability under its uninsured motorist coverage mandated by §3636. Consequently,

the Court holds that Hain and Lambert were not "operators" as contemplated by §3636.

The deaths did not arise out of the inherent use of the vehicle; neither the vehicle's locomotion or mechanical functions were involved in the deaths of Laura Lee Sanders and Michael Houghton. Here, there is no casual connection between these deaths and the inherent use of the vehicle.

IT IS THEREFORE ORDERED that Plaintiff's motion for summary judgment is hereby granted as to all claims associated with the despicable acts of Hain and Lambert; Defendants' motion for summary judgment is hereby denied.

ORDERED this 14th day of April, 1992.



JAMES C. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

KIOWA OIL & GAS, LTD., and
GOLDEN ARROW ENERGY PARTNERS,
LTD.,

Plaintiffs,

vs.

No. 89-C-634-E

JACK W. KELLEY and OKLAHOMA
PETROLEUM MANAGEMENT
CORPORATION,

Defendants.

ORDER

Comes now before the Court for consideration Defendant's motion for summary judgment, Defendant Oklahoma Petroleum Corporation's motion to dismiss, Defendant's motion to bifurcate and all other outstanding motions. After an extensive review of said motions and the Report and Recommendation of United States Magistrate Wolfe, the Court finds that all motions should be denied; further, the Court will set a date for a status conference hearing to determine the scope of issues to be litigated at trial.

IT IS THEREFORE ORDERED that all motions before the Court are denied and a status conference is set for the 28th day of April, 1992, at 9:00 A.M.

ORDERED this 13th day of April, 1992.



JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JAMES F. DOWDEN, TRUSTEE
ON BEHALF OF THE BANKRUPTCY
ESTATE OF B. J. MCADAMS INC.,

Plaintiff,

vs.

Case No. CIV 92 C 259 (E)

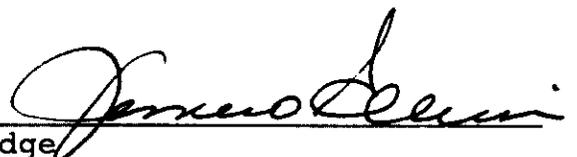
WELDRIL PRODUCTS, INC.,

Defendant.

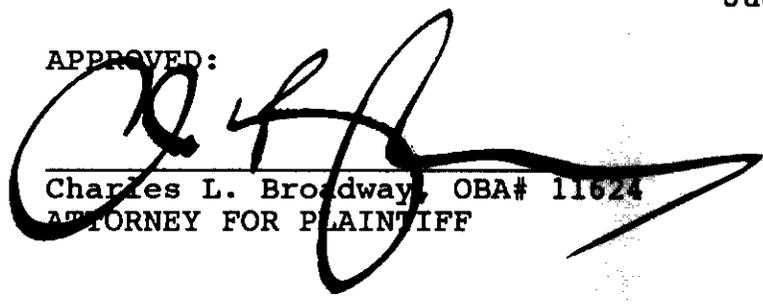
ORDER GRANTING DISMISSAL

NOW on this 13th day of April, 1992, the Plaintiff's Dismissal With Prejudice having been previously filed herein it is the findings of this court that the said cause of action should be Dismissed With Prejudice.

IT IS THEREFORE ORDERED, ADJUSTED AND DECREED that the above entitled cause of action be and is hereby Dismissed With Prejudice.


Judge

APPROVED:


Charles L. Broadway, OBA# 11624
ATTORNEY FOR PLAINTIFF

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

M. LOUISE KENEY,)
)
 Plaintiff,)
)
 vs.)
)
 PAUL McBRIDE,)
)
 Defendant.)

No. 88-C-239-E

ORDER AND JUDGMENT

Comes now before the Court for consideration Plaintiff's Amended Motion to Disburse Charitable Bequests and to pay attorneys ("Amended Motion") and Plaintiff's motion for entry of default judgment against Double Eagle Mining Company ("Double Eagle"). After review of the record and the Magistrate's findings and recommendations, the Court finds Plaintiff's motion for entry of default judgment should be granted and the Court stays ruling on Plaintiff's amended motion pending an itemized accounting of work and hours performed.

The Court finds that Defendant has in the past owned a corporation known as Double Eagle, Inc., or Double Eagle Mining, Inc. ("Double Eagle"). At the present time, if Defendant does not legally own Double Eagle, he exercises such pervasive control over its affairs, and has utilized its assets to his personal benefit, that the Court finds it appropriate to treat it as his. (See Magistrate's report and recommendation ¶ 14), filed April 15, 1991.) This conclusion is supported by the record and Defendant's own testimony (Plaintiff's Exhibit #12). Accordingly, judgment

against Double Eagle Mining Company, Inc., should be granted in the total sum of \$421,542.74 with interest thereon from December 31, 1990 at the judgment rate of 11.71%.

IT IS THEREFORE ORDERED that Plaintiff's motion for entry of default judgment against Double Eagle Mining, Inc. or Double Eagle, Inc. ("Double Eagle") is granted; Plaintiff's Motion to Disburse Charitable Bequests and to pay attorney fees is stayed pending Plaintiff's counsel providing the Court an itemized accounting as required under Rule 6(G) of the United States District Court, Northern District of Oklahoma.

ORDERED this 13th day of April, 1992.



JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

JAMES D. BLACK
Plaintiff,

-vs-

PHILLIPS PETROLEUM COMPANY,
Defendant.

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

91-C-889C

ORDER

NOW on this 14 day of ^{April}~~March~~, 1992, the above
entitled cause comes before the Court on parties Joint Stipulation
For Dismissal With Prejudice.

Having been fully advised in the premises, the joint
stipulation for dismissal with prejudice should be and is hereby
granted.

IT IS SO ORDERED.

(Signed) W. Dale Cook

JUDGE OF THE DISTRICT COURT

FILED

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

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CITGO PETROLEUM CORPORATION,)
)
 Plaintiff,)
)
-vs-)
)
 UNITED STATES OF AMERICA,)
)
 Defendant.)

No. 90-C-922-E

AMENDED JUDGMENT

Based on the Court's Order and Judgment filed herein on March 6, 1992, the Court hereby awards Plaintiff, CITGO Petroleum Corporation, judgment against Defendant, United States of America, for the sum of \$275,184.00, plus interest thereon from June 29, 1988, pursuant to 28 U.S.C. §2411.

DATED this 14th day of April, 1992.

CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

MCI TELECOMMUNICATIONS
CORPORATION,

Plaintiff,

vs.

FINANCIAL MANAGEMENT
SYSTEMS, INC.,

Defendant.

No. 90-C-926-E

ORDER

NOW on this 13th day of April 1992, comes on for consideration the above-styled case and the Court, being fully advised in the premises finds:

Before the Court for consideration is the application of Plaintiff, MCI Telecommunications Corporation, for award of attorney's fees. No response to Plaintiff's application has been filed pursuant to Local Rule 15A. The Court finds that Plaintiff's affidavit in support of the application for award of attorney's fees and costs is sufficient to satisfy the standards set forth in Ramos v. Lamm, 713 F.2d 546 (10th Cir. 1983), and that a hearing on the award of attorney's fees and costs is not necessary. The Court finds that Plaintiff's application for award of attorney's fees and costs should be and the same is hereby granted.

IT IS THEREFORE ORDERED that Plaintiff MCI Telecommunications Corporation be awarded attorney's fees and costs in the amount of \$1,842.75.

ORDERED this 13th day of April 1992.


CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

RANDALL DEAN JOHNSON, et al.,)
)
Plaintiffs,)
)
vs.)
)
BURLINGTON NORTHERN RAILWAY)
COMPANY, et al.,)
)
Defendants.)

No. 90-C-0004-E

ORDER

NOW on this 13th day of April 1992, comes on for consideration the above-captioned matter and the Court, being fully advised in the premises, finds that the Motion of Defendant, Greenlease Holding Company, to Reconsider and Brief in Support fails to demonstrate any significant error in the Court's Order entered on September 12, 1991, which Order denied Defendant's Motion for Summary Judgment.

The Defendant, Greenlease Holding Company, erroneously relies on Boyle v. United Technologies Corp., 487 U.S. 500 (1988), to argue for immunity from liability for product design defects. Boyle is not even remotely relevant to the case at bar. In Boyle the Court was deciding the liability of an independent contractor performing work for the federal government -- procuring military equipment. The Court immunized military contractors, working for the government, from liability for design defects. In the case at bar no military contractors nor any government contracts are involved.

The Court corrects its prior order in regard to referring to

227

the Defendant Greenlease Holding Company as an originating carrier. Greenlease Holding Company is a successor to Greenville Steel Car Company the manufacturer of the railroad car at issue here.

IT IS THEREFORE ORDERED that Defendant's Motion to Reconsider should be and is hereby denied.

ORDERED this 13th day of April 1992.


CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

RANDALL DEAN JOHNSON, et al.,)
)
Plaintiffs,)
)
vs.)
)
BURLINGTON NORTHERN RAILWAY)
COMPANY, et al.,)
)
Defendants.)

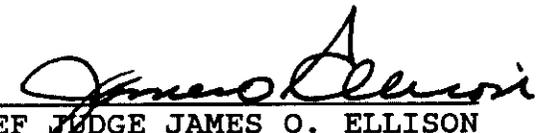
No. 90-C-0004-E

ORDER

NOW on this 13th day of April 1992, comes on for consideration the above-captioned matter and the Court, being fully advised in the premises finds that the Motion of Defendant, Chicago and Northwestern Transportation Company, to Reconsider and Brief in Support fails to demonstrate any error in the Court's Order entered on September 12, 1992, which Order denied Chicago and Northwestern Transportation Company's motion for Summary Judgment.

IT IS THEREFORE ORDERED that Defendant's Motion to Reconsider should be and is hereby denied.

ORDERED this 13th day of April 1992.


CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

CANDY JEWEL COIT,)
)
 Plaintiff,)
)
 vs.)
)
 OSAGE RAILROAD,)
)
 Defendant,)
)
 and)
)
 BURLINGTON NORTHERN RAILROAD,)
)
 Defendant and)
 Third-Party Plaintiff,)
)
 vs.)
)
 UNION PACIFIC RAILROAD COMPANY,)
)
 Third-Party Defendant.)

Case No. 91-C-12-E ✓
(CONSOLIDATED)

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

GLEND A HILL, et al.,)
)
 Plaintiff,)
)
 vs.)
)
 OSAGE RAILROAD,)
)
 Defendant,)
)
 and)
)
 BURLINGTON NORTHERN RAILROAD,)
)
 Defendant and)
 Third-Party Plaintiff,)
)
 vs.)
)
 UNION PACIFIC RAILROAD COMPANY,)
)
 Third-Party Defendant.)

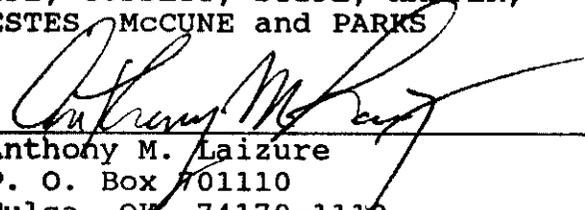
Case No. 91-C-22-E

STIPULATION OF DISMISSAL

COME NOW the plaintiffs, Candy Jewel Coit and Glenda Hill, and defendants, Burlington Northern Railroad and Osage Railroad, by and through their undersigned counsel, pursuant to Fed.R.Civ.P. 41 and file this their Stipulation Of Dismissal, dismissing with prejudice

all claims raised by plaintiffs, Candy Jewel Coit and Glenda Hill, in the cases of Candy Jewel Coit vs. Osage Railroad and Burlington Northern Railroad, U. S. District Court, Northern District of Oklahoma - Case No. 91-C-12-E (CONSOLIDATED), and Glenda Hill, et al. vs. Osage Railroad and Burlington Northern Railroad, U. S. District Court, Northern District of Oklahoma - Case No. 91-C-22-E, for the reason that the parties have finally settled and compromised all matters and things in controversy.

STIPE, GOSSETT, STIPE, HARPER,
ESTES, McCUNE and PARKS

By 

Anthony M. Laizure
P. O. Box 701110
Tulsa, OK 74170-1110
(918) 745-6084

AND

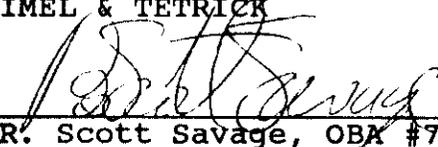
LARRY L. OLIVER & ASSOCIATES, P.C.

By 

Larry L. Oliver
2211 E. Skelly Drive
Oliver Building
Tulsa, OK 74105-5905
(918) 745-6084

ATTORNEYS FOR PLAINTIFFS
Candy Jewel Coit and Glenda Hill

MOYERS, MARTIN, SANTEE,
IMEL & TETRICK

By 

R. Scott Savage, OBA #7926
320 S. Boston, Suite 920
Tulsa, OK 74103
(918) 582-5281

ATTORNEYS FOR DEFENDANT
Burlington Northern Railroad

KNIGHT, WILKERSON & PARRISH

By 

Harry A. Parrish
P. O. Box 1560
Tulsa, OK 74101-1560
(918) 584-6457

ATTORNEY FOR DEFENDANT
Osage Railroad

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

SHELTER INSURANCE COMPANIES,)
)
) Plaintiff,)
)
)
 vs.)
)
) MARVIN FELKINS, JR., SIMON FLUD,)
) and DEWEY KILLION,)
)
) Defendants.)

Case No. 89-C-967-E

ORDER OF DISMISSAL WITHOUT PREJUDICE

NOW on this 14th day of April, 1992, it appearing to the Court that this matter has been rendered moot pursuant to the State Court determination of Flud v. Felkins, Case No. C-89-269, this case is herewith dismissed without prejudice to the refiling of a future action.

S/ JAMES O. ELISON

United States District Judge

33-266/AEA/dlg

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

FILE I

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

NICHOLAS J. ANGELO and
RAYMA L. ANGELO,

Plaintiffs

v.

ARMSTRONG WORLD INDUSTRIES,
GAF CORPORATION, KEENE
CORPORATION, OWENS-ILLINOIS,
INC., OWENS-CORNING FIBERGLAS
CORPORATION, FLEXITALLIC
GASKET, CO., INC., JOHN-CRANE
HOUDAILLE, INC., and ANCHOR
PACKING COMPANY,

Defendants

No. 89-C-910-E

ORDER

NOW on this 13th day of April, 1992 comes on for consideration the above-captioned matter and the Court, being fully advised in the premises finds that the Motion of Plaintiff for new trial and Brief in Support fails to demonstrate any error in the Court's Amended Judgment Order entered May 21, 1991, which Order dismissed the action on the merits and ordered Defendants to recover from Plaintiffs their costs of the action. No error being established,

IT IS THEREFORE ORDERED that Plaintiff's Motion for new trial should be and is hereby denied.

ORDERED this 13th day of April, 1992.


JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

J. CHARLES F. GILLE,)
)
Plaintiff,)
)
v.)
)
UNITED STATES OF AMERICA,)
)
Defendant.)

No. 90-C-468-E

ORDER

Now on this 13th day of April 1992, this matter comes on for hearing in the above styled case and the Court, in considering Plaintiff's two motions for Partial Summary Judgment and Defendant's motion for Summary Judgment, has carefully reviewed the pleadings of the parties and the entire record and finds that all motions must be denied.

IT IS THEREFORE ORDERED that Plaintiff's, J. Charles F. Gille, Motion for Partial Summary Judgment Regarding Procedural Invalidity of Assessment of tax and Motion for Partial Summary Judgment Regarding Sufficiency of Notice are denied. Sovereign immunity, unless waived, does not permit a collateral attack in the merits of a tax assessment.

IT IS FURTHER ORDERED that Defendant's, United States of America, Motion for Summary Judgment is also denied, because material issues of fact remain to be litigated.

SO ORDERED this 13th day of April 1992.


CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

BRIAN EARL MURPHY,)
)
 Plaintiff,)
)
 vs.)
)
 RON CHAMPION, et al.,)
)
 Defendants.)

No. 91-C-18-E

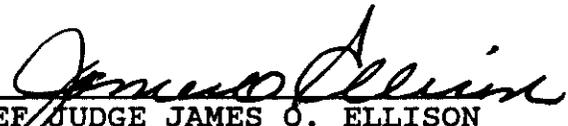
ORDER

NOW on this 14th day of April 1992, comes on for consideration the above-captioned matter and the Court, being fully advised in the premises finds that the Motion of the Plaintiff, Brian Earl Murphy, to Reconsider and Brief in Support fails to demonstrate any error in the Court's Order entered on June 19, 1991, which Order granted Defendants' Motion to Dismiss. No error being established,

IT IS THEREFORE ORDERED that Plaintiff's Motion to Reconsider should be, and is hereby denied.

IT IS FURTHER ORDERED that Plaintiff's Motion for Findings of Fact and Conclusions of Law should also be, and is hereby denied.

SO ORDERED this 14th day of April 1992.


CHIEF JUDGE JAMES O. ELLISON
UNITED STATES DISTRICT COURT

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

CANDY JEWEL COIT,
Plaintiff,
vs.
OSAGE RAILROAD,
Defendant,
and
BURLINGTON NORTHERN RAILROAD,
Defendant and
Third-Party Plaintiff,
vs.
UNION PACIFIC RAILROAD COMPANY,
Third-Party Defendant.)

Case No. 91-C-12-E
(CONSOLIDATED)

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

GLEND A HILL, et al.,
Plaintiff,
vs.
OSAGE RAILROAD,
Defendant,
and
BURLINGTON NORTHERN RAILROAD,
Defendant and
Third-Party Plaintiff,
vs.
UNION PACIFIC RAILROAD COMPANY,
Third-Party Defendant.)

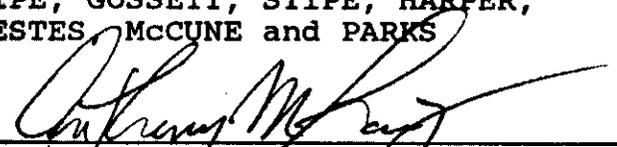
Case No. 91-C-22-E ✓

STIPULATION OF DISMISSAL

COME NOW the plaintiffs, Candy Jewel Coit and Glenda Hill, and defendants, Burlington Northern Railroad and Osage Railroad, by and through their undersigned counsel, pursuant to Fed.R.Civ.P. 41 and file this their Stipulation Of Dismissal, dismissing with prejudice

all claims raised by plaintiffs, Candy Jewel Coit and Glenda Hill, in the cases of Candy Jewel Coit vs. Osage Railroad and Burlington Northern Railroad, U. S. District Court, Northern District of Oklahoma - Case No. 91-C-12-E (CONSOLIDATED), and Glenda Hill, et al. vs. Osage Railroad and Burlington Northern Railroad, U. S. District Court, Northern District of Oklahoma - Case No. 91-C-22-E, for the reason that the parties have finally settled and compromised all matters and things in controversy.

STIPE, GOSSETT, STIPE, HARPER,
ESTES, McCUNE and PARKS

By 

Anthony M. Laizure
P. O. Box 701110
Tulsa, OK 74170-1110
(918) 745-6084

AND

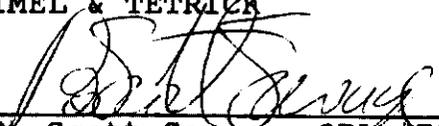
LARRY L. OLIVER & ASSOCIATES, P.C.

By 

Larry L. Oliver
2211 E. Skelly Drive
Oliver Building
Tulsa, OK 74105-5905
(918) 745-6084

ATTORNEYS FOR PLAINTIFFS
Candy Jewel Coit and Glenda Hill

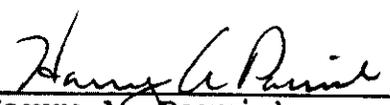
MOYERS, MARTIN, SANTEE,
IMEL & TETRICK

By 

R. Scott Savage, OBA #7926
320 S. Boston, Suite 920
Tulsa, OK 74103
(918) 582-5281

ATTORNEYS FOR DEFENDANT
Burlington Northern Railroad

KNIGHT, WILKERSON & PARRISH

By 

Harry A. Parrish
P. O. Box 1560
Tulsa, OK 74101-1560
(918) 584-6457

ATTORNEY FOR DEFENDANT
Osage Railroad

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

KENNETH ELAN,)
)
 Plaintiff,)
)
 v.)
)
 BARTON INDUSTRIES, INC., et al,)
)
 Defendants.)

91-C-65-E ✓

ORDER

The Court has for consideration the Report and Recommendation of the United States Magistrate Judge filed March 6, 1991 in which the Magistrate Judge recommended that this case be administratively closed.

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 this case is administratively closed.

Dated this 14th day of April, 1992.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

5

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

RED WING PRODUCTS, INC.,

Plaintiff,

vs.

No. 91-C-369-E

THE AERO ELECTRIC CONNECTOR
COMPANY, INC.,

Defendant.

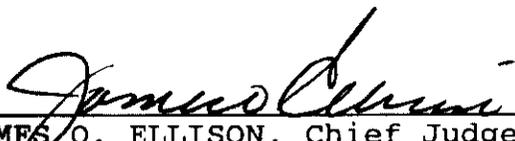
ORDER

Comes now before the Court for consideration Defendant's motion to dismiss, or alternatively to transfer to Central District of California. After review of the instant record, the Court finds Defendant's motion to dismiss should be granted based on the Court's lack of subject matter jurisdiction.

Based on the record, the Court finds Plaintiff has not established a prima facie showing of "minimum contacts" to establish subject matter jurisdiction. Kennedy v. Freeman, 919 F.2d 126 (10th Cir. 1990) and Williams v. Bowman Livestock Equipment Company, 927 F.2d 1128 (10th Cir. 1991).

IT IS THEREFORE ORDERED that defendant's motion to dismiss is granted.

ORDERED this 13th day of April, 1992.


JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JEANINE GOODSON,
Plaintiff,

vs.

DAN TOMAC, et al.,
Defendants.

No. 91-C-408-E

ORDER

Comes now before this Court for consideration Plaintiff's Motion to Remand in the above-styled case. After review, the Court finds Plaintiff's Motion to Remand should be denied. In order to determine the nature of Plaintiff's claims against Defendants, the Court grants Plaintiff the right to amend her Complaint within fifteen (15) days of this Order.

IT IS THEREFORE ORDERED that Plaintiff's Motion to Remand the above-styled case is denied and Plaintiff is allowed fifteen (15) days from the date of this Order to amend her Complaint.

ORDERED this 13th day of April, 1992.



JAMES O. ELLISON, Chief Judge
UNITED STATES DISTRICT COURT

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

FILED

APR 14 1992

**Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA**

MELVIN CLIFTON,)
)
Plaintiff,)
)
v.)
)
RON CHAMPION, Warden, and)
DONALD F. KENT,)
)
Defendants.)

91-C-456-E

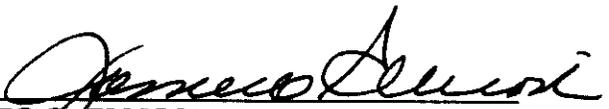
ORDER

The court has for consideration the Report and Recommendation of the Magistrate Judge filed March 10, 1992, in which the Magistrate Judge recommended that Defendants, Ron Champion and Donald F. Kent's Motion to Dismiss be granted. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

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

It is therefore Ordered that Defendants, Ron Champion and Donald F. Kent's Motion to Dismiss is granted.

Dated this 14th day of April, 1992.


JAMES O. ELLISON, CHIEF
UNITED STATES DISTRICT JUDGE

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

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

OKLAHOMA OFFSET, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
vs.)
)
HARRIS GRAPHICS CORPORATION,)
a Delaware corporation,)
)
Defendant.)

No. 91-C-554-E

ORDER

NOW, on this ___ day of April, 1992, the captioned action comes before the Court, after having been administratively closed until April 16, 1992. The Court finds that the parties have filed a Stipulation of Dismissal with Prejudice and hereby orders that all claims and counterclaims asserted herein be, and they are hereby, dismissed with prejudice, each party to bear its own costs and attorney fees.

ST JAMES O. ELLISON

JUDGE OF THE DISTRICT COURT

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

KELLEE JO BEARD,)
)
 Plaintiff,)
)
 vs.)
)
 THE HISSOM MEMORIAL CENTER,)
 et al.,)
)
 Defendant.)

Case No. 87-C-704-E

FILED

APR 14 1992

Richard M. Lawrence, Clerk
U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JUDGMENT

In accordance with the Stipulation and Order entered on the 27th day of February, 1992, the Court hereby enters judgment in favor of Plaintiffs' counsel, Bullock and Bullock and against Defendant Sand Springs School District in the amount of \$5,950.00.

ENTERED this 13th day of April, 1991.

S/ JAMES O. ELLISON

JAMES O. ELLISON
United States District Court

APPROVED:

Patricia W. Bullock
Louis W. Bullock, Esq.
Patricia W. Bullock, Esq.
320 South Boston, Suite 718
Tulsa, Oklahoma 74103
(918) 584-2001

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

Frank Laski *FWL*
Frank Laski, Esq.
Judith Gran, Esq.
125 South Ninth Street, Suite 700
Philadelphia, Pennsylvania 19107
(215) 627-7000

ATTORNEYS FOR PLAINTIFFS

Gary L. Watts
Gary L. Watts, OBA #9404
CHAPEL, RIGGS, ABNEY, NEAL & TURPEN
502 West Sixth Street
Tulsa, Oklahoma 74119-1010
(918) 587-3161

ATTORNEYS FOR SAND SPRINGS SCHOOL
DISTRICT

FILED

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

APR 13 1992

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

THRIFTY RENT-A-CAR SYSTEM, INC.,)
an Oklahoma corporation,)

Plaintiff,)

vs.)

No. 90-C-0150-E

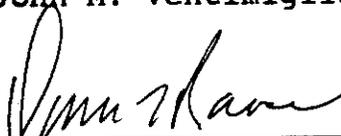
PEAK VIEW MOTORS LEASING, INC.,)
a Colorado corporation, DARYL J.)
MASON, and JOHN M. VENTIMIGLIA,)
individuals,)

Defendants.)

NOTICE OF DISMISSAL WITH PREJUDICE

TO: John M. Ventimiglia
3821 Nuevo Circle
Colorado Springs, Colorado 80918

Please take notice that, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, the Plaintiff Thrifty Rent-A-Car System, Inc. does hereby dismiss the above-entitled action, with prejudice, against the Defendant John M. Ventimiglia.



Dana L. Rasure, OBA #07421
BAKER & HOSTER
800 Kennedy Building
Tulsa, Oklahoma 74103
(918) 592-5555
Attorney for Defendants

CERTIFICATE OF MAILING

I, Dana L. Rasure, do hereby certify that on the 13th day of April, 1992, a true and correct copy of the above and foregoing Notice of Dismissal With Prejudice was mailed, postage prepaid, to:

John M. Ventimiglia
3821 Nuevo Circle
Colorado Springs, Colorado 80918

Peak View Motors Leasing, Inc.
Suite E1
3595 East Fountain Boulevard
Colorado Springs, Colorado 80910

Daryl J. Mason
1519 Winfield Avenue
Colorado Springs, Colorado 80906



Dana L. Rasure

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

SHIRLEY LUCAS,

Plaintiff,

v.

DIECO MANUFACTURING, INC.,

Defendant.

FILED

APR 13 1992

91-C-541-B

Richard M. Lawrence, Clerk
U.S. DISTRICT COURT

JUDGMENT

Judgment is entered in favor of **defendant**, Dieco Manufacturing, Inc., and against plaintiff, Shirley Lucas.

Dated this 13th day of April, 1992.


JOHN LEO WAGNER
UNITED STATES MAGISTRATE JUDGE