



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT 16 2014

TIM RHOADES
COURT CLERK
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JUDY SOOS, Guardian of KYLE
A. RANDALL, an incapacitated
adult;

Plaintiff(s),

v.

Case No.: CJ-2014-5550
Judge Barbara G. Swinton

DEVON ENERGY CORPORATION, a
Foreign for Profit Business Corporation;

DEVON ENERGY CORPORATION
(OKLAHOMA), a Domestic for Profit
Business Corporation;

DEVON ENERGY PRODUCTION
COMPANY, L.P., a Domestic Limited
Partnership;

DEVON GAS SERVICES, L.P., a
Foreign Limited Partnership;

ACACIA NATURAL GAS
CORPORATION; a Domestic for Profit
Business Corporation;

TALL GRASS GAS SERVICES, LLC; a
Domestic Limited Liability Company;

MITCHELL GAS CORPORATION
d/b/a SOUTHWESTERN GAS
PIPELINE, INC; a Foreign for Profit
Business Corporation

TRUE ENERGY SERVICES, LLC, a
Domestic Limited Liability Company,

TRUE ENERGY PARTNERS, LLC d/b/a
Rick's Tank Truck Services, LLC, a
Domestic Limited Liability Company;
and

Rick's Tank Truck Services, LLC, a
Domestic Limited Liability Company,

Defendant(s).

ATTORNEY LIEN CLAIMED

AMENDED PETITION

COMES NOW the Plaintiff, Judy Soos (“Plaintiff”), Guardian of Kyle A. Randall (“Mr. Randall” or “Ward”), an incapacitated adult, and for her causes of action against the Defendants Devon Energy Corporation, Devon Energy Corporation (Oklahoma), Devon Energy Production Company, L.P, Devon Gas Services, L.P., Acacia Natural Gas Corporation, Tall Grass Services, LLC, Mitchell Gas Corporation, d/b/a Southwestern Gas Pipeline, Inc., True Energy Services, LLC, True Energy Partners, LLC, d/b/a Rick’s Tank Truck Services, LLC and Rick’s Tank Truck Services, LLC, states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a citizen of the State of Oklahoma and owns residential property in Oklahoma County, Oklahoma. Plaintiff brings this action as Guardian on behalf of Mr. Randall, an incapacitated adult.
2. Defendant Devon Energy Corporation (“Devon”) is a foreign for profit corporation doing business in the State of Oklahoma with its principal place of business located in Oklahoma County, Oklahoma. Devon’s registered agent’s mailing address is 1833 S. Morgan Rd. Oklahoma City, OK 73128.
3. Defendant Devon Energy Corporation (Oklahoma) (“Devon OK”) is a domestic for profit corporation doing business in the State of Oklahoma with its principal place of business located in Oklahoma County, Oklahoma. Devon OK’s registered agent’s mailing address is 1833 S. Morgan Rd. Oklahoma City, OK 73128.

4. Defendant Devon Energy Production Company, L.P. (“DEP”), is a domestic limited partnership doing business in the State of Oklahoma with its principal place of business located in Oklahoma County, Oklahoma. DEP’s registered agent’s mailing address is 1833 S. Morgan Rd. Oklahoma City, OK 73128.
5. Defendant Devon Gas Services, L.P. (“DGS”), is a foreign limited partnership doing business in the State of Oklahoma with its principal place of business located in Oklahoma County, Oklahoma. DGS’ registered agent’s mailing address is 1833 S. Morgan Rd. Oklahoma City, OK 73128.
6. Defendant Acacia Natural Gas Corporation (“Acacia”) is domestic for profit corporation regularly conducting business in the State of Oklahoma with substantial ties to Oklahoma County, Oklahoma.
7. Defendant Tall Grass Gas Services, LLC (“Tall Grass”), is a domestic limited liability company doing business in the State of Oklahoma with substantial ties to Oklahoma County, Oklahoma.
8. Defendant Mitchell Gas Corporation, d/b/a Southwestern Gas Pipeline, Inc. (“Southwestern”), is a foreign for profit corporation regularly conducting business in the State of Oklahoma with substantial ties to Oklahoma County, Oklahoma.
9. At all times relevant hereto, Devon, and its related affiliates, Devon OK, DEP, DGS, Acacia, Tall Grass and Southwestern (hereinafter collectively referred to as “the Devon Defendants”) were under contract with True Energy Services, LLC and/or True Energy Partners, LLC d/b/a Rick’s Tank Truck Services, LLC, for the hauling, transportation and delivery of salt water and other oil field services.

10. Defendant True Energy Services, LLC (“True Energy”), is a domestic limited liability company doing business in the State of Oklahoma with substantial ties to Oklahoma County, Oklahoma.
11. Defendant True Energy Partners, LLC, d/b/a Rick’s Tank Truck Services, LLC (“True Energy Partners”), is a domestic limited liability company doing business in the State of Oklahoma with substantial ties to Oklahoma County, Oklahoma.
12. Defendant Rick’s Tank Truck Services, LLC (“Rick’s”) is a domestic limited liability company doing business in the State of Oklahoma with substantial ties to Oklahoma County, Oklahoma.
13. Defendants True Energy, True Energy Partners and Rick’s are hereinafter collectively referred to as the “True Energy Defendants.” At all pertinent times, True Energy Partners and Rick’s were wholly owned subsidiaries of True Energy.
14. This Court has jurisdiction and venue is proper in Oklahoma County, Oklahoma.

FACTUAL ALLEGATIONS

15. Paragraphs 1 through 14 are incorporated herein by reference.
16. On the night of July 2, 2013, Mr. Randall was driving a 2005 Ford Taurus traveling near the intersection of South Calumet Road and West Reno Street in El Reno, Oklahoma.
17. While approaching the intersection of South Calumet Road and West Reno Street, James E. Griffin, Jr. (“Griffin”), a statutory employee of the True Energy Defendants, operating a commercial semi-trailer truck (sometimes hereinafter referred to as “Unit #3662”), negligently failed to yield at the stop sign and struck the vehicle Mr. Randall was operating with violent and incredible force.

18. The force exerted on Mr. Randall's vehicle, was caused by the negligent and reckless acts and/or omissions of Griffin, and resulted in Plaintiff sustaining significant permanent injuries.
19. At the time of the accident Mr. Randall was only twenty-five (25) years old and on his way to living out his goal of becoming a diesel mechanic. The force exerted by the impact -- caused by the semi-trailer truck Griffin was operating -- drove Mr. Randall's vehicle into a grass field northwest of the intersection, striking a water pipe in the field before coming to rest.
20. Mr. Randall was found trapped in his vehicle under the semi-trailer truck and pinned under his own dashboard/steering wheel. Mr. Randall's vehicle sustained massive destruction.
21. Far More significant than the property damage, Mr. Randall sustained severe, permanent and life-altering injuries as a direct and proximate result of the collision. Mr. Randall was intubated and found to have a Glasgow Coma Scale of seven (7) while he was still pinned in the car between the steering wheel/dashboard and the semi-trailer truck. A large wrecker truck was required in order to remove the True Energy Defendants' semi-trailer truck from atop Mr. Randall's vehicle and person. Heavy tools were used in the extrication process. It took approximately one (1) hour and twenty (20) minutes just to extricate Mr. Randall from the twisted metal and wreckage.
22. Upon extrication, Mr. Randall was chemically paralyzed by the first responders. He was sedated, intubated and transferred to the EMS helicopter where he was placed on a ventilator and rushed to OU Medical Center.

23. Upon arrival at OU Medical Center, an obvious deformity of Mr. Randall's left lower extremity was noted. A deep laceration on his lateral elbow was found. He was diagnosed with a severe traumatic brain injury and a degloving injury to his left elbow. He had a right small pneumothorax and a right upper lobe mucous plug. He was found to have a left open fracture/dislocation of the olecranon, left ulnar fracture and left humerus fracture. He was admitted to the ICU and started on prophylaxis. A CT scan showed diffused axial injury, intra ventricular hemorrhage and subarachnoid hemorrhage. Because of acute pulmonacy and respiratory failure, Mr. Randall was placed on a ventilator. He developed pneumonia and dysphasia with resultant malnutrition that required an NG tube.
24. By July 18, 2013, when Mr. Randall was discharged from OU Medical Center, it was clear that he had suffered permanent, severe and debilitating cognitive and physical impairments, leaving him incapacitated and disabled. He would require extensive medical, rehabilitative, occupational personal care and services for the remainder of his life.
25. At the time of the collision, Griffin was operating Unit #3662 under the direct authority, supervision and control of the True Energy Defendants.
26. At all pertinent time frames, the True Energy Defendants engaged in produced water transportation / hauling and disposal services for oil and gas industry customers, including the Devon Defendants.
27. There is no substantial controversy in this case that Griffin, while employed by, and under the authority, supervision and control of the True Energy Defendants, was at fault in causing the collision with Mr. Randall's vehicle. For instance,

Oklahoma Highway Patrol Officer, Gary Hightower, cited Griffin for failure to yield at a stop sign.

28. In addition, prior to and contemporaneously with the accident at issue, the True Energy Defendants operated their produced water transportation / hauling business in a patently unsafe manner, in direct violation of applicable safety laws and regulations.
29. At the time of the accident at issue, Rick's was an authorized motor carrier pursuant to the Federal Motor Carrier Safety Regulations ("FMCSR"). After the accident, the Federal Motor Carrier Safety Administration ("FMCSA") conducted a review of Rick's operations. As a result of this review, the FMCSA cited Rick's for: (a) operating a commercial motor vehicle, including Unit #3662, "*not in accordance with the laws, ordinances and regulations*" of the jurisdiction in which it was being operated; and (b) failing to keep a record of inspection, repairs and maintenance. The FMCSA found Rick's to be "*deficient in the Vehicle Maintenance and Crash Indicator Basics*" and "*not in general compliance with the FMCSR....*" (emphasis added).
30. Specifically, with respect to the collision at issue in this case, FMCSA determined that the brakes on Unit #3662 were "*out-of-adjustment.*" (emphasis added). In the narrative portion of FMCSA's investigative report, it states, in pertinent part:

Three [of Rick's recordable] crashes [including the crash at issue] involve rollover and/or running through a posted "Stop" sign. Much discussion occurred between [FMCSA] and [Rick's representative] concerning the causes of these crashes. *[Rick's representative] agreed that the speed of his company's trucks were (sic) too great for road conditions, and his drivers were at fault.*

[Rick's internal] investigating team has concurred that the violating driver was at fault, and the crashes [including the crash at issue] were preventable.

(emphasis added).

31. What is more, the True Energy Defendants had engaged in a pattern of unsafe conduct that predates the accident at issue. For instance, the FMCSA cited Rick's for a crash on February 5, 2013 where the brakes on the commercial truck were out-of-adjustment. Yet, there was no work order showing that the defect was ever corrected. The FMCSA found that Rick's drivers "*routinely committed violations*" with respect to lighting and the adjustment of brake slack adjusters. (emphasis added).

32. Dispatch recordings from the True Energy Defendants indicate that drivers routinely carried loads well in excess of the legal weight limitations. Indeed, the truck driven by Griffin was *5000 pounds overweight* at the time of the accident.

33. At all pertinent times, True Energy Partners and Rick's were dominated and controlled by True Energy and its owners and supervisors. True Energy's officers and members direct and supervise the operations and activities of True Energy Partners and Rick's. True Energy exerts substantial financial control over True Energy Partners and Rick's.

34. During previous litigation, True Energy's Vice President of Operations, Steve Dean, was designated as the individual most knowledgeable regarding the operation of Rick's, including, but not limited to policies and procedures, with respect to the maintenance and inspection of its vehicles, compliance with safety regulations, document retention policy, preservation of company documents,

destruction of company documents and day-to-day operating policies and procedures. At all times relevant hereto, Steve Dean is, and remains an employee of True Energy. All managers for Rick's report to the owners of True Energy. At all times relevant hereto, the HR director of Rick's was an employee of True Energy, and reported directly to the owners of True Energy. Moreover, the Safety Director of Rick's was an employee of True Energy, and reported directly to the owners of True Energy. Rick's employee handbooks, policies and manuals are provided and governed by True Energy. Rick's new hires are required to sign authorization forms provided by True Energy, which authorize the direct deposit of their paychecks.

35. In sum, True Energy is the dominant business entity and True Energy Partners and Rick's are subservient entities. Under these facts, True Energy may be held liable for the torts of True Energy Partners and/or Rick's.
36. At the time of the accident at issue, the True Energy Defendants were the authorized hauler(s)/agent(s) under a shipping contract and/or agreement with the Devon Defendants to provide transportation and delivery of salt water to the Devon Defendants' salt water disposal sites and other oil field services.
37. Specifically, on November 6, 2008, the Devon Defendants entered into a "Master Service and Supply Agreement" with the True Energy Defendants.
38. On August 1, 2012, the Devon Defendants entered into an "Agreement for Produced Water Hauling and Disposal Services" with "True Energy Partners, LLC d/b/a Rick's Tank Truck Services, LLC" which incorporated by reference the "Master Service and Supply Agreement."

39. At the time of the accident at issue, Griffin had just left the Devon Defendants' "Russ" lease location and was en route to transport and deliver salt water to the Devon Defendants' CANA disposal site.
40. The contract between the True Energy Defendants and the Devon Defendants' in effect at the time of the accident at issue required the True Energy Defendants to provide "all personnel, goods, equipment, materials, supplies, labor, and supervision necessary for Produced Water Hauling and Disposal Services." The True Energy Defendants warranted they would "perform [their] services in a safe, competent, and workmanlike manner, in strict conformity with [Devon] specifications and requirements and in compliance with all applicable statutes, rules, regulations, and principals of law."
41. The Devon Defendants and the True Energy Defendants further agreed that the True Energy Defendants would provide financial reporting and evidence of their financial condition to the Devon Defendants for review.
42. The Devon Defendants' required the True Energy Defendants to maintain certain procedures and/or policies for their employees, including drug and alcohol testing programs, background checks, proof of insurance, licensing requirements and driving records. The Devon Defendants required that all operations by the True Energy Defendants be conducted in a manner that "(i) safeguards health and safety of all persons engaged in such business operations; (ii) protects the environment, and (iii) complies with all applicable federal, state and local environmental, safety and health (EHS) laws, rules, regulations and ordinances."

43. The Devon Defendants also required the True Energy Defendants to maintain certain procedures and/or policies for coordination of services, by providing that, “when services are required, an authorized [Devon] representative will contact [True Energy] dispatch to arrange for transportation and disposal of produced water as specified by [Devon].”
44. The Devon Defendants further required the True Energy Defendants to maintain “key performance expectations,” including meeting all performance expectations in the Devon Defendants’ “Performance Metrics Report” which the True Energy Defendants provided to the Devon Defendants on a monthly basis.
45. The contract provided that the True Energy Defendants “shall be subject to meetings held periodically to address agreement performance and process improvement.”
46. The Devon Defendants required the True Energy Defendants to “maintain all trucks and necessary equipment in good working order and in compliance with all applicable safety and motor vehicle registration.”
47. The contract additionally provided that the Devon Defendants “ha[d] the general right of inspection and supervision in order to secure the satisfactory completion of any such services.”
48. The contract provided the True Energy Defendants “shall not contract or subcontract for any of the services to be performed or the goods to be provided without the prior written permission of [Devon].”
49. At the time of the accident at issue, the True Energy Defendants failed to implement and execute policies and procedures for its drivers, including but not

limited to those related to route assignments, delivery protocol and safety training pertaining to the operation of semi-trailer trucks.

CAUSES OF ACTION

I. As to the True Energy Defendants

A. Negligence/Negligence *per se*

50. Paragraphs 1 through 49 are incorporated herein by reference.
51. Griffin, as an employee and/or agent of the True Energy Defendants, owed a duty to Mr. Randall, and all other drivers on the road, to operate the commercial vehicle in a safe and reasonable manner, using ordinary care to prevent injury to other persons and to keep a lookout consistent with the safety of other vehicles.
52. By failing to operate the vehicle in such a way, and by acting recklessly with complete disregard for the health and well-being of Mr. Randall and all other drivers on the road, Griffin breached the duty owed.
53. Indeed, as stated *supra*, the True Energy Defendants have admitted that Griffin was at fault in the accident at issue.
54. Griffin's breach was the actual and proximate cause of Plaintiff's injuries.
55. At the time of the July 2, 2013 crash, Griffin was acting in the scope and course of his employment with the True Energy Defendants. Consequently, the True Energy Defendants are vicariously liable for Griffin's acts and omissions under the legal theory of *respondeat superior*, and are thus liable for the damages as set forth herein.
56. Additionally, at the time of the July 2, 2013 crash, the vehicle driven by Griffin was controlled and operated at the direction of the True Energy Defendants.

57. Furthermore, at the time of the incident alleged herein, the True Energy Defendants were the owners of the semi-trailer truck, Unit #3662, involved in the collision.
58. Also, the True Energy Defendants are motor carriers as defined by Title 47 of the Oklahoma Statutes and the Federal Motor Carrier Safety Act.
59. Pursuant to 47 O.S. §§ 169, 230.30 and the Federal Motor Carrier Safety Act, the True Energy Defendants are jointly liable for the injuries suffered by Mr. Randall that resulted from the negligent operation of its semi-trailer truck being driven by Griffin.
60. The True Energy Defendants owed a legal duty to Mr. Randall, and the driving public-at-large, to maintain their commercial vehicles -- and to conduct their commercial trucking operations -- in a reasonably safe manner and in compliance with applicable safety laws and regulations.
61. The True Energy Defendants breached the duty owed to Mr. Randall, and the driving public-at-large, by failing to comply with all applicable state and federal standards and regulations, including, but not limited to, Title 47 of the Oklahoma Statutes and the Federal Motor Carrier Safety Regulations, which were enacted to protect the public, including Mr. Randall, from injury. Plaintiff's injuries were of the type intended to be prevented by these standards and regulations.
62. The True Energy Defendants' breach was the actual and proximate cause of Mr. Randall's injuries and the damages alleged herein.
63. The True Energy Defendants' violation of applicable safety laws, regulations and standards, as set forth herein, constitutes negligence *per se*.

64. As a result, Mr. Randall has suffered personal injury, including medical expenses, mental and physical pain and suffering, permanent disfigurement and other actual damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

B. Negligent Hiring, Supervision, Retention and Maintenance.

65. Paragraphs 1 through 64 are incorporated herein by reference.

66. The True Energy Defendants have a duty to train and supervise any and all employees and/or agents in the safe operation, transportation and disposal of salt water and in the performance of executing their delivery routes, as well as ensuring the safe operation of the semi-trailer truck.

67. At the time of the accident, the True Energy Defendants knew or should have known that Griffin lacked proper training or experience operating the type of semi-trailer truck involved in the subject accident.

68. By failing to adequately train and supervise Griffin, as well as retaining Griffin as an employee and/or agent of the True Energy Defendants, the True Energy Defendants breached the duty owed to Mr. Randall, and all other drivers on the road.

69. This breach was the actual and proximate cause of Mr. Randall's injuries and the damages alleged herein.

70. As a result, Mr. Randall has suffered personal injury, including medical expenses, mental and physical pain and suffering, permanent disfigurement and other actual damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

C. Negligent Entrustment.

71. Paragraphs 1 through 70 are incorporated herein by reference.

72. The True Energy Defendants owned the vehicle that Griffin was driving at the time of the accident.
73. The True Energy Defendants allowed Griffin to operate the vehicle when the True Energy Defendants knew or should have known, that Griffin was a careless, reckless, and incompetent driver, lacking adequate experience operating semi-trailer trucks.
74. Moreover, the True Energy Defendants entrusted its delivery route to Griffin when the True Energy Defendants knew or should have known that Griffin was a careless, reckless, and incompetent driver, lacking adequate experience operating semi-trailer trucks.
75. Mr. Randall incurred a loss as a result of this careless, reckless and incompetent behavior.
76. As a result, Mr. Randall has suffered personal injury, including medical expenses, mental and physical pain and suffering, permanent disfigurement and other actual damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

II. As to the Devon Defendants

A. Negligence/Negligence *per se* Shared Liability

77. Paragraphs 1 through 76 are incorporated herein by reference.
78. The Devon Defendants had a duty to ensure the True Energy Defendants properly trained and supervised any and all employees and/or agents in the safe operation of transporting the Devon Defendants' salt water and in the performance of executing the True Energy Defendants' delivery routes for the Devon Defendants.

79. The True Energy Defendants' failure to implement and execute policies and procedures, including but not limited to those related to safety training in the operation of commercial semi-trailer trucks and abidance of state and federal regulations, have the effect of causing or contributing to injury to the public. By failing to maintain or implement reasonable policies and procedures the True Energy Defendants jeopardized the safety of Plaintiff, and all other drivers on the road.
80. As evidenced by the "Master Service and Supply Agreement" and "Agreement for Produced Water Hauling and Disposal Services," the Devon Defendants maintained control over the transportation process with regard to the delivery and transportation of salt water, by the True Energy Defendants.
81. By failing to ensure the True Energy Defendants implemented and executed effective policies and procedures for protection of the public and all drivers on the road, the Devon Defendants, as the shipper, breached the duty owed to Mr. Randall, and all other drivers on the road.
82. This breach was the actual and proximate cause of Mr. Randall's injuries and the damages alleged herein.
83. As a result, Mr. Randall has suffered personal injury, including medical expenses, mental and physical pain and suffering, permanent disfigurement and other actual damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

B. Negligent Hiring, Supervision, Retention and Maintenance.

84. Paragraphs 1 through 83 are incorporated herein by reference.

85. The Devon Defendants, the shipper, are responsible for the negligent actions of the True Energy Defendants and its statutory employee, Griffin, by virtue of its selection of the True Energy Defendants as its motor carrier for the transportation and disposal of the Devon Defendants' salt water and other oilfield materials.
86. The Devon Defendants had a duty to exercise due care in the selection of a motor carrier for pick-up, transportation and disposal of its salt water and other oil field materials. The Devon Defendants breached that duty by selecting an incompetent motor carrier to execute the transportation and disposal of salt water and other oil field materials.
87. The Devon Defendants knew, or in the exercise of reasonable care, should have known, of the True Energy Defendants' incompetency as a federal motor carrier, as demonstrated by the True Energy Defendants' repeated violation of applicable safety laws and regulations and failure to properly train and supervise employees and/or agents in the safe operation of commercial semi-trailer trucks for the transportation and disposal of salt water and other oil field services. The Devon Defendants had a duty to inquire as to the True Energy Defendants' competency as a federal motor carrier in regards to training, supervision and qualifications of its drivers.
88. The True Energy Defendants' incompetency as a federal motor carrier has the effect of causing or contributing to injury to the public. By failing to maintain or implement reasonable policies and procedures the Devon Defendants jeopardized the safety of Mr. Randall, and all other drivers on the road.

89. The aforementioned breaches were the actual and proximate causes of Mr. Randall's injuries, as the True Energy Defendants' incompetency as a federal motor carrier had the effect of causing or contributing to the injuries sustained by Mr. Randall.

90. As a result of the Devon Defendants' actions and/or omissions with regard to the selection of a motor carrier for the transportation and disposal of salt water, Mr. Randall has suffered personal injury, including medical expenses, mental and physical pain and suffering, permanent disfigurement and other actual damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

III. As to All Defendants

Punitive Damages

91. Paragraphs 1 through 90 are incorporated herein by reference.

92. The willful, wanton, and reckless conduct of all named Defendants and utter indifference to the safety, health and well-being of Mr. Randall, entitle Plaintiff to an award of exemplary damages under Oklahoma law. Furthermore, all Defendants willfully, wantonly and recklessly failed to comply with applicable state and federal safety laws and regulations regarding the operation and use of their vehicles, and such actions or inactions were not only detrimental to Mr. Randall but to the public at large.

93. The acts of all Defendants were wrongful, culpable, and so egregious that punitive damages in a sum that exceeds Seventy-Five Thousand Dollars (\$75,000.00) should be awarded against them to set an example to others similarly situated that such inexcusable conduct will not be tolerated in our community.

WHEREFORE, premises considered, Plaintiff prays that this Court grant Plaintiff the relief sought including, but not limited to, actual damages in excess of Seventy-Five Thousand Dollars (\$75,000.00) with interest accruing from date of filing of suit, punitive damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), costs and all other relief deemed appropriate by this Court.

Respectfully submitted,

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