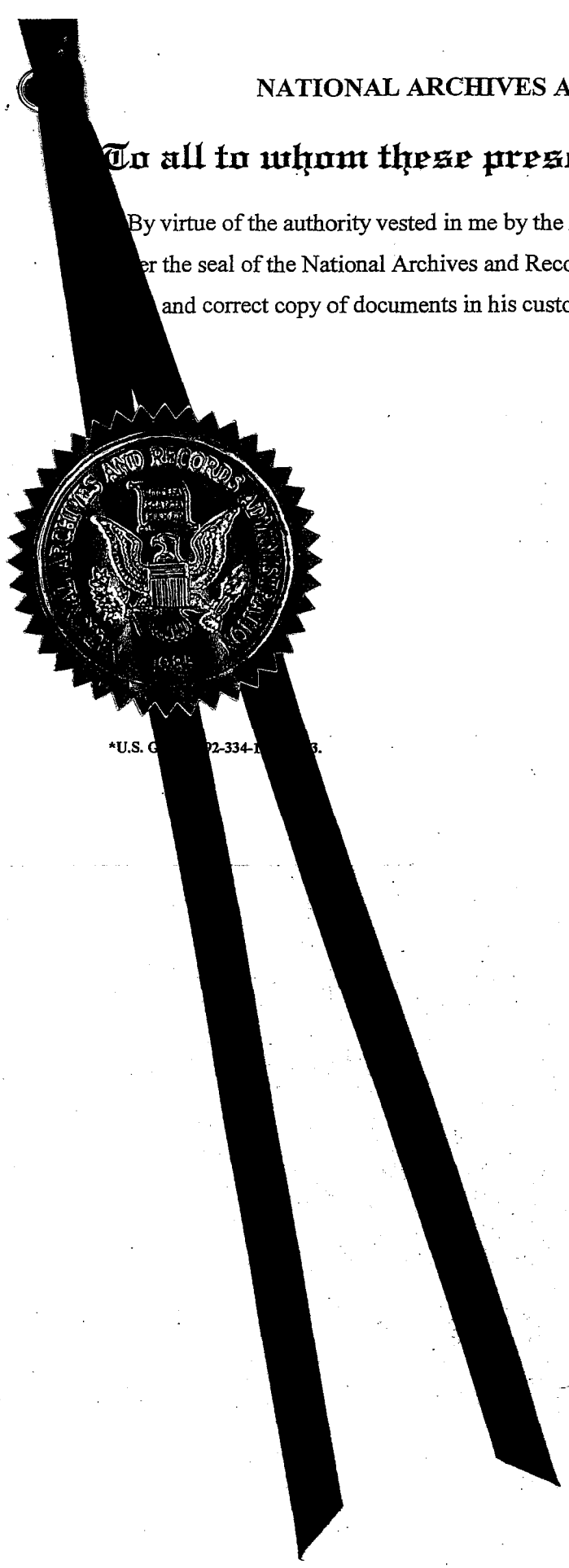
EXHIBIT 3

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

To all to whom these presents shall come. Greeting:

By virtue of the authority vested in me by the Archivist of the United States, I certify on his behalf, er the seal of the National Archives and Records Administration, that the attached reproduction(s) is and correct copy of documents in his custody.



Signature *William T. Hoyle* for	
NAME *PATRICIA BAILEY*	DATE June 24, 2010
TITLE **Director, Federal Records Center**	
NAME AND ADDRESS OF DEPOSITORY **Office of Regional Records Services Pacific Region (San Francisco) 1000 Commodore Drive San Bruno, CA 94066-2350**	

*U.S. G[illegible]92-334-1[illegible]3.

NA FORM 13040 (10-86)

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

PETRO-VENTURES, INC., a corporation,

Plaintiff/Appellant,

vs.

GARY S. TAKESSIAN,

Defendant/Appellee

STEPHEN R. VRABLE, N. RUSSELL WALLIN and WAYNE HAMERSLY,

Intervenors/Appellees.

Docket Number: CIV-90-55349

BRIEF OF APPELLEE TAKESSIAN

John S. Einhorn, a Profession Law Corp.
by John S. Einhorn, Esq.
401 West A Street, Suite 1200
San Diego, CA 92101

Attorney for Appellee Takessian

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

PETRO-VENTURES, INC., a corporation, Plaintiff/Appellant, vs. GARY S. TAKESSIAN, Defendant/Appellee. STEPHEN R. VRABLE, N. RUSSELL WALDEN and WAYNE HAMERSLY, Intervenors/Appellees.	)	Docket Number: CIV-90-55349

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CERTIFICATE OF INTERESTED PARTIES
AND
STATEMENT OF RELATED CASES

Counsel certifies that the only known interested parties to this action are the Appellant and the Appellees herein.

Counsel further states that there are no related pending cases known to him.

John S. Einhorn

INDEX

TABLE OF AUTHORITIES

ISSUES PRESENTED FOR REVIEW

1. Whether a settlement agreement containing a release clause which clearly expresses the intent of the parties to end all litigation arising from a commercial transaction is valid?

2. Whether Appellant Petro-Ventures' reliance on the Burgess and Royal Air Properties decisions is proper since the settlement agreement in the instant case was negotiated during litigation between the parties.

STATEMENT OF THE CASE

On May 9, 1986, Appellant Petro-Ventures, Inc., an Oklahoma Corporation and Great American Resources, Inc., a Delaware corporation located in San Diego, California entered into a contract for the sale of certain oil and gas producing properties owned by Petro-Ventures in exchange for 233,132 shares of Great American Partners, a Texas limited partnership.

On July 25, 1986, Great American Partners and Great American Resources filed a complaint against Petro-Ventures et al. in the Superior Court of the State of California for the County of San Diego. Such complaint sought relief for, among other claims, breach of contract, fraud and rescission. (See Addendum to brief, pages B-1 through 15.) That complaint was removed to the United States District Court or the Southern District of California as Case Number 86-1738 S(CM). (See Addendum to brief, pages B-16 through 19.)

On August 19, 1986, Petro-Ventures filed a complaint in the United States District Court for the Western District of Oklahoma. Said complaint was filed against Great American Partners and Great American Resources as well as Gary G. Takessian as an individual. (See Addendum to brief, pages B-20 through 28.) This case was subsequently transferred to the United States District Court of the Southern District of California as Case Number 86-2231 S(IEG). (See Addendum to brief, page 29.) Petro-Ventures' complaint was for, among other claims, conversion of the partnership units after Great American Resources and Great American Partners issued a "stop

transfer" order to its transfer agent.

On May 29, 1987, Petro-Ventures Inc., its Chief Executive Officer B. Keaton Cudd, III, Great American Partners, Great American Resources and Gary G. Takessian, as well as other parties to the above-mentioned complaints settled all claims arising out of the transfer of property interest for limited partnership units by executing a Settlement Agreement and dismissing both lawsuits. After thorough negotiations between the parties and their respective counsel, the parties mutually agreed to accept the following payments in full satisfaction of their pre-existing disputes: both lawsuits were dismissed with prejudice; Petro-Ventures paid to Great American Resources $181,000.00; specified wells were reassigned to Petro-Ventures and all limited partnership units were reassigned to Great American Resources. Furthermore, in consideration and inducement for the compromise settlement, the parties mutually released each other from any claims nased on the sale and conveyance of the wells for the subject limited partnership units. (See Addendum to Appellant's brief, pages A-14 through A-19 and Addendum to Appellee Takessian's brief, pages 30 through 31.)

On December 7, 1987, the same Petro-Ventures, Inc. filed the instant proceeding against one of the same defendants, Gary S. Takessian. Plaintiff Petro-Ventures seeks damages ostensibly under a new theory: violations of The Securities Act of 1933 and of The Securities Exchange Act of 1934, but importantly, seeks damages arising out of the same facts and transactions which formed the

basis for earlier lawsuits which were contested, settled and dismissed with prejudice.

On January 20, 1989, Takessian filed his FRCP 12(b)(6) Motion to Dismiss for Failure to State a Claim Upon Which Relief May be Granted. The court heard the motion on February 21, 1989 and Judge Enright issued his Memorandum Decision and Order on May 26, 1989 granting Takessian's Motion based upon his review of the prior litigation, the settlement agreement and the present litigation as well as the legal theories advanced by the parties' respective counsel. (See Addendum to Appellant's brief, pages A-1 through A-7.) Petro-Ventures now appeal that decision against Takessian as well as other intervenors/appellees.

STANDARD OF REVIEW

Judge Enright of the United States District Court examined the prior litigation between the parties, the explicit language of the settlement agreement ending such litigation and the current litigation. His determination was based upon the interpretation of the evidence before the court. In such matters, this court should not overrule the trial court's decision unless such a memorandum decision and order is clearly erroneous.

> "When inquiry extends beyond the words of a contract and focuses on the related facts, the trial court's consideration of the extrinsic evidence is entitled to great deference and its interpretation of the contract will not be reversed unless it is clearly erroneous. (Cites omitted.) Because a trial court's review of the extrinsic evidence is essentially an inquiry into the intent of the contracting parties, its conclusions based on such evidence must be accorded great weight." In re U.S. Financial Securities Litigation (1984) 729 F.2d 629, 632.

> "A finding is clearly erroneous when, although there is evidence to support it, the reviewing court, on the entire evidence, is left with the definite and firm conviction that a mistake has been committed." Hecht v. Harris Upham & Co. (1970) 430 Cal.App.2d 1202, 1209.

In the present case, Judge Enright exhausively reviewed the prior and current litigation and the settlement agreement which form the basis for the present appeal. The trial court's decision must stand unless it was clearly erroneous.

ARGUMENT

I.

A RELEASE WHICH CLEARLY EXPRESSES THE INTENT OF THE PARTIES TO END ALL LITIGATION ARISING FROM A COMMERCIAL TRANSACTION MUST BE UPHELD AS VALID.

The parties signed a valid release agreement on May 29, 1987 which effectuated a full and final settlement of all claims between the parties to the May 9, 1986 sale transaction. The parties explicitly waived Section 1542 of the California Civil Code, expressly showing their intent that the settlement agreement was to be the final transaction between the parties. The release was extensively negotiated for the parties by attorneys fully cognizant of the factual background of the sale transaction. These attorneys had investigated, drafted, finalized and filed extensive pleadings dealing with the sale transaction.

The courts are reluctant to interfere with settlement agreements between parties which effectively end litigation. In Locafrance U.S. Corp. v. Intermodal Systems Leasing, Inc., 558 F.2d 1113 (2nd Cir. 1977), the plaintiff corporation sued defendants regarding alleged federal securities law, state statutory and common-law violations. The United States District Court granted a summary judgment motion against plaintiff ruling that under the terms of the signed release agreement between the parties, plaintiff was barred from bringing the suit.

The Locafrance court reaffirmed that courts will overturn a release agreement arising out of personal injury accidents when the court suspects mistake, fraud or overreaching against the

individual. This is precisely the fact pattern originating from Dice v. Akron, Canton & Youngstown Railroad, 342 U.S. 359, 72 S.Ct. 312, 96 L.Ed. 398 (1952) cited by appellant Petro-Ventures. While it is true that federal law governs all questions relating to the validity of and defenses to purported releases of federal statutory causes of action, the courts have consistently held that releases are valid. The Locafrance court stated:

> "[w]hen, as here, a release is signed in a commercial context by parties in a roughly equivalent bargaining position and with ready access to counsel, the general rule is that, if 'the language of the release is clear, ... the intent of the parties [is] indicated by the language employed.'" Locafrance at page 1115, citing German Roman Catholic Orphan Home v. Liberty National Bank & Trust Co. (In re Schaefer), 18 N.Y.2d 314, 221 N.E.2d 538 (1966) and D.H. Overmyer Co. v. Frick Co., 405 U.S. 174, 92 S.Ct. 775, 31 L.Ed. 2d 124 (1972).

In the present situation, the release agreement was signed after extensive negotiations by attorneys thoroughly familiar with the on-going litigation between the parties. Appellant Petro-Venture now claims it did not have knowledge of its securities claims at the time of the release. This court must not allow litigants to reopen settled cases based upon issues of which they have been on inquiry notice. Petro-Venture's claims pursuant to its earlier litigation concerned the sale of the securities. While investigating their claims and damages arising from the transaction, they could have and should have investigated the registration of the securities. It surrounds and encompasses the issues presented in the prior litigation.

In California, where the alleged representations were made which constituted Petro-Venture's prior litigation and under which Petro-Venture had sued, the courts have held that release agreements which release all liabilities and claims, whether known or unknown, are valid. Larsen et.al. v. Johannes, (1970) 7 Cal.App.3d 491, 86 Cal.Rptr. 744. In Larsen, an action was brought by plaintiffs against an architect alleging damages from a breach of contract for professional services. A mutual release was signed between the parties prior to the commencement of the litigation. The trial court granted a summary judgment motion for defendant upholding the release agreement. The Court of Appeals affirmed, stating that "[n]o more precise words in the English language could have been employed to mutually terminate and rescind their relationship." Larsen at page 748.

Like the Locafrance court, the Larsen court defined the difference between releases and waivers given in personal injury cases and those given in commercial transactions. It upheld the public policy against releases and waivers in personal injury cases. However, the court stated that "[n]o such public policy exists in this commercial transaction." Larsen at page 753. The court went on to state that:

> "[t]he language of the contract terminating relations between the parties being clear, explicit and certain, and not involving absurdity, the trial court is justified in interpreting it and ascertaining the intent of the parties from the language thereof. Larsen at page 753 citing Averett v. Garrigue, (1946) 77 Cal.App.2d 170, 174 P2d. 871.

In the present case, Judge Enright, in his Memorandum Decision

and Order, stated at page 5 (Petro-Venture's addendum A-6):

> "[i]n a case such as the one before this court, where the parties have negotiated at arms length and the intent of the settlement agreement is clearly to release all claims, known or unknown, it would be detrimental to allow a party to assert claims that should have been covered by the agreement. Such a result would be inequitable in light of the fact that the consideration rendered in the settlement was based upon an understanding that no further litigation would result."

Judge Enright further stated that to hold differently would discourage settlement negotiations in which a federal securities claim may eventually be discovered. This reasoning parallels the California courts' decisions and most, if not all courts' determination and desire for finality and resolvement from settlement agreements.

The parties expressly and explicitly waived the provisions of Section 1542 of the California Civil Code which bar general releases to claims not known or suspected to exist and which materially affect a settlement. This added language only serves to enforce the conclusion of Judge Enright that the parties were desirous of and contemplative of a final resolution between the parties. To hold that a federal court should find such an assertion by the parties presently invalid due to the nature of newly alleged claims is to conclude that exhaustive, detailed and litigated settlements are nothing more that a temporary respite from litigation to allow a disgruntled litigant an opportunity to commence a fishing expedition for new causes of action. All courts frown on just such an expedition and this Court should not conclude to the contrary. Judge Enright's decision was based upon a

thorough understanding of the case before the court, it was based upon full knowledge of the prior litigation between the parties and it was based upon the exact terms of the settlement agreement. The trial court's decision that the settlement agreement should be determinative on the issue of the release should not be overturned unless clear and convincing evidence to the contrary is shown and that his ruling was clearly erroneous. Petro-Venture has not shown this court either. Judge Enright's decision to grant defendant Takessian's motion to dismiss was proper.

II.

APPELLANT PETRO-VENTURES' RELIANCE ON THE BURGESS AND ROYAL AIR PROPERTIES DECISIONS IS IMPROPER SINCE THE SETTLEMENT AGREEMENT IN THE INSTANT CASE WAS NEGOTIATED DURING LITIGATION BETWEEN THE PARTIES.

Appellant Petro-Ventures cites Burgess and Royal Air Properties as controlling as to whether actual knowledge is necessary when releasing federal securities claims. Petro-Ventures reliance on such authority should not be controlling on the issue.

In Burgess v. Premier Corporation, 727 F.2d 826 (1984), investors in a tax shelter brought action under federal and state securities laws as well as other causes of action. Judgment by the United States District Court was entered in favor of the plaintiffs and defendants appealed. The United States Court of Appeals for the Ninth Circuit held in that case that "[a] release is valid for the purposes of federal securities claims only if the (plaintiffs) had 'actual knowledge' that such claims existed." Burgess at page 831. This court relied upon its earlier decision in Royal Air Properties, Inc. v. Smith, 333 F.2d 568 (1964). In the Royal Air Properties case, an investor sued regarding a misrepresentation in the sale of stock. This court stated in Royal Air Properties that "[s]ince waiver is a voluntary act, there must be knowledge of the right in question before the act of relinquishment can occur." Royal Air Properties at page 571.

The factual situations of both Burgess and Royal Air Properties are dramatically different from the present case. In Burgess and Royal Air Properties, the release and waiver were

negotiated and signed as part of and during the underlying transaction from which the litigation arose. In the present case, the release was the result of complex and substantial litigation filed by each party regarding the transaction. The release was signed not as part of the underlying transaction but over a year after it, after both parties discovered varying alleged causes of action against the other regarding the transaction. It was negotiated, not by the original parties to the transaction, but by their respective attorneys after their respective attorneys had reviewed the transaction, drafted and finalized pleadings and negotiated the settlement agreement. The Burgess and the Royal Air Properties decisions did not have this important element of a negotiated settlement during pending litigation regarding the underlying transaction in which the release and waiver arose.

It is understandable why this court would reach the decisions it reached in Burgess and Royal Air Properties. In such cases, since the release and waiver are part of underlying transactions, some parties do not have the opportunity and sophistication to inquire and discover the consequences of signed releases and waivers. In most instances, the parties are not on the same bargaining level. In the present case, these arguments are unsubstantiated. All parties in the instant case were represented by competent counsel of their choice who investigated the underlying transaction in order to bring the former litigation. During the pendency of the litigation, counsel for all parties conducted numerous negotiations regarding the alleged causes of

action, the parameters of any and all releases as well as the specific wording of the settlement agreement. Interestingly, too, is the fact that Petro-Venture's counsel in the earlier proceedings is the same counsel who filed the instant action and the within appeal.

Judge Enright, in his Memorandum Decision and Order, discussed the difference between a waiver and a release, stating that a waiver may be unilaterally accomplished whereas a release is negotiated at arms length. In the present case, the release was extensively negotiated by the parties through counsel. This is factually dissimilar to the Burgess and Royal Air Properties cases and as such, those cases should not be controlling. This court should uphold Judge Enright's determination that the parties' settlement agreement was and is controlling, and as such, Appellee Takessian's motion to dismiss was proper.

INCORPORATION OF CO-APPELLEES' BRIEF

Appellee Takessian hereby incorporates by reference any and all arguments submitted by co-appellees filed brief.

CONCLUSION

Based upon the foregoing argument, this court should find that a release, when signed during a litigation settlement agreement, is controlling as clearly expressive of the actual intent of the parties. This court should also find that actual knowledge under the Burgess and Royal Air Properties decisions is not controlling in the face of a clearly opposing settlement agreement reached during litigation by substantial negotiations conducted by counsel for the parties. Thus, this court should uphold Judge Enright's decision to grant Takessian's motion to dismiss the present litigation.

Appellee Takessian also requests this court to award appellee attorneys' fees and costs for this appeal.

Dated: 6/13/90

John S. Einhorn, Esq.

ADDENDUM TO BRIEF

TABLE OF CONTENTS

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: *(Aviso a Acusado)*

PETRO-SEARCH, INC., a corporation; B. KEATON CUDD, III, an individual; and DOES 1 through 20, Inclusive

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

YOU ARE BEING SUED BY PLAINTIFF:
(A Ud. le está demandando)

GREAT AMERICAN PARTNERS, a Texas limited partnership, and GREAT AMERICAN RESOURCES, INC., a Delaware corporation

You have *30 CALENDAR DAYS* after this summons is served on you to file a typewritten response at this court.

A letter or phone call will not protect you; your typewritten response must be in proper legal form if you want the court to hear your case.

If you do not file your response on time, you may lose the case, and your wages, money and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

Después de que le entreguen esta citación judicial usted tiene un plazo de 30 DIAS CALENDARIOS *para presentar una respuesta escrita a máquina en esta corte.*

Una carta o una llamada telefónica no le ofrecerá protección; su respuesta escrita a máquina tiene que cumplir con las formalidades legales apropiadas si usted quiere que la corte escuche su caso.

Si usted no presenta su respuesta a tiempo, puede perder el caso, y le pueden quitar su salario, su dinero y otras cosas de su propiedad sin aviso adicional por parte de la corte.

Existen otros requisitos legales. Puede que usted quiera llamar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia de abogados o a una oficina de ayuda legal (vea el directorio telefónico).

CASE NUMBER. (Número del Caso) 569162

The name and address of the court is: *(El nombre y dirección de la corte es)*

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

[X] 220 West Broadway
San Diego, California 92101

[ ] 325 South Melrose Drive
Vista, California 92083

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)

Stephen P. Swinton, Esq.
AYLWARD, KINTZ, STISKA, WASSENAAR & SHANNAHAN
225 Broadway, Suite 2100
San Diego, CA 92101
(619) 234-1966

DATE: *(Fecha)* JUL 25 1986

ROBERT D. ZUMWALT, Clerk

Clerk, by *(Actuario)* T. GANELIN, Deputy *(Delegado)*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. [XX] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [XX] on behalf of *(specify)*:

under:
- [X] CCP 416.10 (corporation)
- [ ] CCP 416.20 (defunct corporation)
- [ ] CCP 416.40 (association or partnership)
- [ ] other:
- [ ] CCP 416.60 (minor)
- [ ] CCP 416.70 (conservatee)
- [ ] CCP 416.90 (individual)

EXHIBIT B

Stephen P. Swinton
David R. Clark
AYLWARD, KINTZ, STISKA,
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225 Broadway, Suite 2100
San Diego, CA 92101
(619) 234-1966

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

GREAT AMERICAN PARTNERS, a Texas limited partnership, and GREAT AMERICAN RESOURCES, INC., a Delaware corporation, Plaintiff, vs. PETRO-VENTURES, INC., a corporation; B. KEATON CUDD, III, an individual; and DOES 1 through 20, Inclusive, Defendants.	No. 569162 COMPLAINT FOR: (1) Breach of Contract; (2) Fraud; (3) Negligent Misrepresentation; (4) Rescission -- Material Failure of Consideration; (5) Rescission -- Fraud; and (6) Declaratory Relief

Plaintiffs allege:

1. Plaintiff GREAT AMERICAN PARTNERS is a limited partnership organized and existing under the laws of the State of Texas. GREAT AMERICAN PARTNERS has its principal place of business in San Diego, California.

2. Plaintiff GREAT AMERICAN RESOURCES, INC. is a corporation organized and existing under the laws of the State of Delaware. GREAT AMERICAN RESOURCES has its principal place

EXHIBIT B-2

of business in San Diego, California and is the sole general partner of plaintiff GREAT AMERICAN PARTNERS.

3. Plaintiffs are informed and believe, and upon such information and belief allege, that defendant PETRO-VENTURES, INC. (hereinafter "PETRO-VENTURES") is a corporation having its principal place of business in Oklahoma City, Oklahoma.

4. Plaintiffs are informed and believe, and upon such information and belief allege, that B. KEATON CUDD, III (hereinafter "CUDD") is an individual residing in or about Oklahoma City, Oklahoma.

5. Plaintiffs are ignorant of the true names and capacities of defendants sued as DOES 1 through 20, Inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs allege that DOES 1 through 20 are liable to plaintiffs for the actions described herein, whether by contract, by negligent acts, omissions, or otherwise.

6. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned herein, defendants, and each of them, were the agents, servants or employees each of the other, and the acts and omissions herein alleged were done or suffered by them, acting individually and through or by their alleged capacity, within the scope of their authority.

7. On or about April 15, 1986, defendants mailed to plaintiffs, in San Diego, California, an unsolicited offer to sell various oil and gas interests purportedly owned by defendants (hereinafter "the subject properties"). In response to defendants' unsolicited offer, various discussions took place by way of letters and telephone calls from and to

EXHIBIT B-3

California between the parties. As a result of those discussions, on May 1, 1986, plaintiff GREAT AMERICAN RESOURCES, as general partner for plaintiff GREAT AMERICAN PARTNERS, sent its proposed letter of understanding to defendants advising them of plaintiffs' desire to purchase the properties offered for sale by defendants. Plaintiffs are informed and believe, and thereon allege, that defendant CUDD executed said letter of understanding on behalf of defendants on May 6, 1986.

8. On or about May 8, 1986, defendant CUDD traveled to San Diego, California to negotiate the final details of an agreement between plaintiffs and defendants whereby plaintiffs would exchange limited partnership interests in plaintiff GREAT AMERICAN PARTNERS in return for defendants' interests in the subject properties.

9. During the course of the negotiations which took place between the parties in San Diego, California, defendant CUDD represented that the actual monthly net cash flow of the subject properties amounted to $20,717. In addition, defendant CUDD, on behalf of all defendants, represented that defendant PETRO-VENTURES held title to all of the subject properties offered for sale free and clear of all liens and encumbrances and in good and marketable condition.

10. As a result of the foregoing representations of defendants, by their agent, defendant CUDD, on May 9, 1986, in San Diego, California, plaintiffs reached final agreement with defendants as to the terms for the sale of defendants' oil and gas properties. Pursuant to that agreement, on May 9, 1986, in

San Diego, California, plaintiffs delivered 233,132 Class "A" limited partnership units in plaintiff GREAT AMERICAN PARTNERS to defendants. On that date, defendants executed various purported assignments of the subject properties which they promised to convey to plaintiffs pursuant to the parties' agreement.

11. Within weeks following the aforementioned May 9, 1986 exchange of the parties' respective properties, plaintiffs discovered various and significant inaccuracies in the amount of actual monthly net cash flow from the subject properties when compared to the cash flow represented by defendant CUDD. Whereas defendant CUDD represented the monthly actual net cash flow from defendants' oil and gas properties to be $20,717, plaintiffs soon discovered that the monthly actual net cash flow from said properties approximated no more than $15-16,000 per month. Furthermore, plaintiffs also discovered that numerous and varied liens, encumbrances and clouds existed upon the titles to the subject properties purportedly conveyed to plaintiffs by defendants.

12. Pursuant to the parties' agreement, defendants were to have delivered the subject properties free and clear of all liens and encumbrances and to have provided title in good and marketable condition. Prior to the May 9 exchange, defendants, at no time, notified plaintiffs of the existence of such liens, encumbrances and clouds upon the titles to their properties.

13. As a result of the foregoing discoveries of various discrepancies in the reported actual monthly net cash flow from a defendants' properties and the existence of various liens,

EXHIBIT B-5

encumbrances and clouds upon the titles to such properties, the value of such properties is substantially less than originally represented by defendants. Whereas, based upon on the representations of defendants, the parties appraised the properties for purposes of their exchange at a value of $804,305, after considering the actual monthly net cash flow from the properties and further considering the various liens, encumbrances and clouds upon the titles to the properties, the actual value of the subject properties was overstated by defendants in an amount in excess of $125,000.

FIRST CAUSE OF ACTION

(Breach of Contract)

(Against Defendant PETRO-VENTURES)

14. Plaintiffs repeat, replead and reallege each and every allegation contained in paragraphs 1 through 13 and incorporate the same herein as though fully set forth.

15. The aforementioned written letter of understanding between the parties constituted an agreement between the parties to exchange Class "A" limited partnerships of plaintiff GREAT AMERICAN PARTNERS in a value of $804,305 in exchange for the subject properties of defendants represented to be of a value equal to or greater than the limited partnership interests to be conveyed by plaintiffs.

16. Pursuant to the aforementioned agreement, defendants agreed to convey their interests in the subject oil and gas properties free and clear of all liens and encumbrances thereon and further clear of any clouds upon the titles to such properties.

EXHIBIT B-6

17. The existence of various liens, encumbrances and clouds upon the titles to the subject properties exchanged by defendants and the failure of such properties to generate the monthly actual net income represented by defendants constitutes a breach of the parties' agreement. As a result of such breach, plaintiffs have suffered general and special damages including loss of their benefit of bargain and special damages including attorneys' fees incurred in attempting to obtain clear title to the various properties and other lost revenues due to various disputes between third parties about the ownership interests to the properties purportedly conveyed by defendants. The amount of damages suffered by plaintiffs as a result of such breach of contract is in excess of $125,000 according to proof at time of trial.

SECOND CAUSE OF ACTION

(Fraud)

(Against All Defendants)

18. Plaintiffs repeat, replead and reallege each and every allegation contained in paragraphs 1 through 13 and incorporate the same herein as though fully set forth.

19. During the course of their various negotiations, conversations and discussions, many of which took place in San Diego, California, defendants, through defendant CUDD, represented the following facts:

(a) The actual monthly net cash flow for the subject properties was $20,717;

(b) Defendants owned clear and marketable title to the subject properties; and

EXHIBIT B-7

(c) The property interests transferred by defendants to plaintiffs would be free and clear of all liens and encumbrances.

20. The aforementioned representations were false and known to be false at the time they were made. The true facts were as follows:

(a) The actual monthly net cash flow from defendants' properties was approximately $15-16,000;

(b) Defendants did not own clear and marketable title to the subject properties at the time they were transferred to plaintiffs.

(c) Numerous and varied liens and encumbrances existed upon the defendants' properties.

21. In making the aforementioned misrepresentations, defendants intended to defraud plaintiffs and induce plaintiffs' reliance upon said misrepresentations and thereby enter into the parties' agreement. At all times relevant herein, plaintiffs acted with reasonable inquiry and caution. Despite such inquiry and caution, plaintiffs justifiably relied upon the aforementioned representations of defendants.

22. As a result of the aforementioned fraud of defendants, plaintiffs have suffered general and special damages including loss of their benefit of bargain and special damages including attorneys' fees incurred in attempting to obtain clear title to the various properties and other lost revenues due to various disputes between third parties about the ownership interests to the properties purportedly conveyed by defendants. The amount of damages suffered by plaintiffs as a result of such breach of

EXHIBIT B-9

contract is in excess of $125,000 to be fully established at time of trial.

23. The aforementioned conduct of defendants, and each of them, to defraud plaintiffs was committed maliciously, oppressively and in conscious disregard of the rights and interests of plaintiffs. As a result of such conscious disregard, plaintiffs are entitled to punitive and exemplary damages in an amount sufficient to punish and make an example of defendants in an amount to be established at time of trial.

THIRD CAUSE OF ACTION

(Negligent Misrepresentation)

(Against All Defendants)

24. Plaintiffs repeat, replead and reallege each and every allegation contained in paragraphs 1 through 13 and incorporate the same herein as though fully set forth.

25. During the course of their various negotiations, conversations and discussions, many of which took place in San Diego, California, defendants, through defendant CUDD, represented the following facts:

(a) The actual monthly net cash flow for the subject properties was $20,717;

(b) Defendants owned clear and marketable title to the subject properties; and

(c) The property interests transferred by defendants to plaintiffs would be free and clear of all liens and encumbrances.

26. The aforementioned representations were false at the time they were made. The true facts were as follows:

EXHIBIT B-9

(a) The actual monthly net cash flow from defendants' properties was approximately $15-16,000;

(b) Defendants did not own clear and marketable title to the subject properties at the time they were transferred to plaintiffs.

c) Numerous and varied liens and encumbrances existed upon the defendants' properties.

27. At the time defendants made the aforementioned misrepresentations, defendants did not have a reasonable ground for believing said representations to be true.

28. In making the aforementioned misrepresentations, defendants intended to induce plaintiffs' reliance upon said misrepresentations and thereby enter into the parties' agreement. At all times relevant herein, plaintiffs acted with reasonable inquiry and caution. Despite such inquiry and caution, plaintiffs justifiably relied upon the aforementioned representations of defendants.

29. As a result of the aforementioned fraud of defendants, plaintiffs have suffered general and special damages including loss of their benefit of bargain and special damages including attorneys' fees incurred in attempting to obtain clear title to the various properties and other lost revenues due to various disputes between third parties about the ownership interests to the properties purportedly conveyed by defendants. The amount of damages suffered by plaintiffs as a result of such breach of contract is in excess of $125,000 to be fully established at time of trial.

/ / /

EXHIBIT B-10

30. The aforementioned conduct of defendants, and each of them, was committed recklessly and in conscious disregard of the rights and interests of plaintiffs. As a result of such recklessness and conscious disregard, plaintiffs are entitled to punitive and exemplary damages in an amount sufficient to punish and make an example of defendants in an amount to be established at time of trial.

FOURTH CAUSE OF ACTION

(Rescission -- Material Failure of Consideration)

(Against Defendant PETRO-VENTURES)

31. Plaintiffs repeat, replead and reallege each and every allegation contained in paragraphs 1 through 13 and 20 through 30 and incorporate the same herein as though fully set forth.

32. The aforementioned failure of defendants to deliver certain oil and gas properties to plaintiff pursuant to the parties' agreement whereby such properties:

(a) were to generate an actual monthly net cash flow of $20,717; and

(b) were to be exchanged with titles in good and marketable condition; and

(c) were to be exchanged free of all liens and encumbrances,

constituted a material failure of consideration by defendants. As a result of such material failure of consideration, plaintiffs are entitled to a rescission of the parties' agreement and a restitution of the Class "A" limited partnership units in plaintiff GREAT AMERICAN PARTNERS of a value equal to $804,305. Plaintiffs are further entitled to

recover any and all consequential damages incurred by reason of the aforementioned material failure of consideration according to proof at time of trial.

33. Unless a rescission is granted and plaintiffs' consideration is restored, plaintiffs will suffer irreparable damage. Therefore, plaintiffs intend that a copy of the Summons and Complaint in this action shall serve as immediate notice of rescission of the parties' agreement. Plaintiffs hereby offer to return and reconvey all of the certain oil and gas properties purportedly delivered to them by defendants.

FIFTH CAUSE OF ACTION

(Rescission -- Fraud)

(Against Defendant PETRO-VENTURES)

34. Plaintiffs repeat, replead and reallege each and every allegation contained in paragraphs 1 through 13 and 20 through 33 and incorporate the same herein as though fully set forth.

35. By reason of the aforementioned fraud of defendants, and each of them, plaintiff is entitled to a rescission of the parties' agreement and restitution of their consideration. Accordingly, plaintiffs are entitled to a rescission of the parties' agreement and a return of the Class "A" limited partnership units in plaintiff GREAT AMERICAN PARTNERS of a value equal to $804,305. Plaintiffs are further entitled to recover any and all consequential damages incurred by reason of the aforementioned fraud according to proof at time of trial.

36. Unless a rescission is granted and plaintiffs' consideration is restored, plaintiffs will suffer irreparable damage. Therefore, plaintiffs intend that a copy of the

EXHIBIT B-12

Summons and Complaint in this action shall serve as immediate notice of rescission of the parties' agreement. Plaintiffs hereby offer to return and reconvey all of the certain oil and gas properties purportedly delivered to them by defendants.

SIXTH CAUSE OF ACTION

(Declaratory Relief)

(Against Defendant PETRO-VENTURES)

37. Plaintiffs repeat, replead and reallege each and every allegation contained in paragraphs 1 through 30 and incorporate the same herein as though fully set forth.

38. On or about May 30, 1986, plaintiff GREAT AMERICAN RESOURCES, INC. agreed to repurchase 100,000 limited partnership units of plaintiff GREAT AMERICAN PARTNERS from defendant PETRO-VENTURES, INC. Said agreement (hereinafter "repurchase agreement") was reduced, in part, to writing with other terms and conditions of the aforementioned agreement communicated orally between the parties.

39. After plaintiff GREAT AMERICAN RESOURCES, INC. had partially performed its obligation to pay for the repurchase of the aforementioned limited partnership units, plaintiffs became aware of the aforementioned discrepancies, misrepresentations and disputes which had arisen with respect to the parties' earlier agreement to exchange the subject properties of defendants for limited partnership interests in plaintiff GREAT AMERICAN PARTNERS. After learning of the aforementioned discrepancies, misrepresentations and claims, plaintiff GREAT AMERICAN RESOURCES claimed a setoff as to any funds then remaining under its May 30, 1986 repurchase agreement.

EXHIBIT B-13

40. By reason of the aforementioned claim of setoff, an actual controversy has now arisen among the parties. Said controversy presents the following opposing contentions:

(a) Plaintiff GREAT AMERICAN RESOURCES, INC. contends that by reason of the aforementioned misrepresentations, discrepancies and claims against defendants, and each of them, it is entitled to setoff any amounts remaining to be paid to defendant PETRO-VENTURES by reason of the aforementioned repurchase agreement.

(b) Defendant PETRO-VENTURES denies the entitlement of plaintiff GREAT AMERICAN RESOURCES to the setoff in the amount claimed by plaintiff, or any amount whatsoever.

41. Plaintiffs seek a declaration of the Court of the rights and obligations of the parties with respect to the aforementioned repurchase agreement and plaintiff GREAT AMERICAN RESOURCES' claim of a setoff thereunder.

WHEREFORE, plaintiffs pray for judgment as follows:

1. On their First Cause of Action:

(a) for general and special damages in excess of $125,000 according to proof at time of trial;

2. On their Second and Third Causes of Action:

(a) for general and special damages in excess of $125,000 according to proof at time of trial; and

(b) punitive and exemplary damages sufficient to punish and make an example of defendants, and each of them, according to proof at time of trial.

/ / /

/ / /

EXHIBIT B-14

3. On their Fourth and Fifth Causes of Action:

(a) for an order rescinding the parties' May 9, 1986 agreement and requiring the return of all consideration exchanged by the parties including, but not limited to, 304,807 Class "A" limited partnership units in GREAT AMERICAN PARTNERS, or cash equivalent in an amount equal to $804,305; and

(b) consequential damages suffered by plaintiffs according to proof at time of trial.

4. On their Sixth Cause of Action:

(a) for a declaration that plaintiff GREAT AMERICAN RESOURCES, INC. is entitled to a setoff of any amounts claimed or alleged to be due to defendants on the parties' aforementioned repurchase agreement.

5. On all causes of action:

(a) for pre- and post-judgment interest;

(b) for costs of suit incurred herein; and

(c) for such other and further relief as the Court may deem just and proper.

DATED: July 25, 1986

AYLWARD, KINTZ, STISKA
WASSENAAR & SHANNAHAN

By: _____
Stephen P. Swinton
Attorneys for plaintiffs
GREAT AMERICAN PARTNERS and
GREAT AMERICAN RESOURCES, INC.

SPS:1351W

EXHIBIT B-15

P4 57

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF CALIFORNIA

GREAT AMERICAN PARTNERS, a Texas Limited Partnership, and GREAT AMERICAN RESOURCES, INC., a Delaware Corporation, Plaintiff, vs. PETRO-VENTURES, INC., a corporation; B. KEATON CUDD, III, an individual; and DOES, 1 through 20, Inclusive, Defendants.	)	No. '861738 S (CM) 28:1441

PETITION FOR REMOVAL

COME NOW the petitioners, Petro-Ventures, Inc., and B. Keaton Cudd, III, and state:

1. The above entitled case has been brought in the Superior Court of the State of California for the County of San Diego and is now pending therein as Cause No. 569162.

2. This cause was commenced in the Superior Court of the State of California for the County of San Diego on the 25th day of July, 1986, and process was served upon both petitioners on July 29, 1986, and a copy of plaintiff's petition setting forth the claim for relief upon which the action is based was received by both petitioners on the same date.

EXHIBIT B-16

3. The action is one of a civil nature wherein plaintiffs seek among other forms of relief, a money judgment from the defendants in excess of $10,000.00, exclusive of interest and costs.

4. At the time of the commencement of this action, the plaintiff, Great American Partners, was a citizen of the State of Texas and the State of California, being a limited partnership organized and existing under the laws of the State of Texas and having its principle place of business in San Diego, California.

5. At the time of the commencement of this action, the plaintiff, Great American Resources, Inc., was a citizen of the State of Delaware and the State of California, being a corporation organized and existing under the laws of the State of Delaware with its principle place of business in San Diego, California. Petitioners are not citizens of California.

6. Based on the facts alleged in plaintiffs' petition the defendants sued as DOES 1-20 Inclusive, are either citizens of Oklahoma, nominal defendants, or named in said suit merely to defeat the diversity jurisdiction of this court.

7. The matter and dispute exceeds the sum of $20,000.00 exclusive of interest and cost, there is total diversity of citizenship, and this court has jurisdiction of the cause by virtue of Title 28 U.S.C. §1332.

EXHIBIT B-17

8. Petitioners present herewith a bond with good and sufficient surety, conditioned that it will pay all costs and disbursements incurred by reason of these removal proceedings in case this court shall hold that this cause was not removable or improperly removed.

9. Petitioners file herewith a copy of all process, all pleadings, and orders served upon it in this action.

10. This action is removable to this court under Title 28 U.S.C. §1441, and petitioner desires to remove this cause to this court. Removal is timely under Title 28 U.S.C. §1446(b).

WHEREFORE, petitioners pray that the above entitled caused be removed to the United States District Court for the Southern District of California.

Dated this 15 day of August, 1986.

Benjamin T. Willey, Jr.
Attorney at Law
501 N.W. Expressway, Suite 525
Oklahoma City, OK 73118
405/848-1951

VERIFICATION

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Benjamin T. Willey, Jr., of lawful age, being sworn upon his oath states that he is the attorney for the petitioners herein; that he has prepared and read the foregoing petition of

EXHIBIT B-18

removal and matters and things contained herein are true, as he has been informed and varily believes.

Benjamin T. Willey, Jr.

Subscribed and sworn to me this 5th day of August, 1986.

Notary Public

Commission Expires:
5-29-89

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed postage pre-paid, this ____ of August, 1986, to Stephen P. Swinton, 225 Broadway, Suite 2100, San Diego, California 92101.

Benjamin T. Willey, Jr.

EXHIBIT B-19

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

DOCKETED

PETRO-VENTURES, INC., an Oklahoma Corporation,

Plaintiff,

vs.

GREAT AMERICAN PARTNERS, a Texas Limited Partnership and GREAT AMERICAN RESOURCES, INC., a Delaware Corporation and GARY G. TAKESSIAN, an Individual,

Defendants.

CIV-86-1822-W

No. '862231 G (IEG)

FILED

COMPLAINT

Plaintiff, Petro-Ventures, Inc., alleges and states:

I.

Parties and Jurisdiction

Parties

1. Plaintiff, Petro-Ventures, Inc. (hereinafter referred to as "PVI"), is an Oklahoma Corporation with its principal place of business in Oklahoma County, State of Oklahoma. PVI is engaged in the business of acquiring, holding and selling producing oil and gas properties.

2. Defendant, Great American Partners (hereinafter referred to as "GAP"), is a limited partnership organized and existing under the laws of the State of Texas with its principal place of business located in San Diego, California.

EXHIBIT B-20

3. Defendant, Great American Resources, Inc. (hereinafter referred to as "GAR"), is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in San Diego, California.

4. Defendant, Gary G. Takessian, (hereinafter referred to as Takessian), is an individual residing in the State of California.

Jurisdiction

5. Diversity of jurisdiction exists between the parties, and the amount in controversy herein is in excess of $20,000.00. This court has jurisdiction pursuant to 28 U.S.C.A. §1332 and 1391.

II.

COUNT I

6. In April of 1986, PVI entered into negotiations with GAP and GAR for the purchase of certain producing oil and gas properties owned by it. The negotiations were successful and a sale transaction was closed. The producing properties were paid for by Class "A" Units in Great American Partners.

7. In July of 1986 GAR and GAP advised PVI that there was a discrepancy as to certain net revenue interests sold with the buyers being entitled to a smaller interest than that purportedly sold.

8. PVI immediately undertook a thorough examination of its books and records and came to the conclusion that a discrepancy

EXHIBIT B-2

did exist and that GAP and/or GAR could be entitled to a refund. Data was provided to GAP and GAR to facilitate its determinations so that the correct refund figure could be arrived at.

9. Prior to the discovery of the discrepancy in net revenue interests described in Paragraph 7 above, GAP and GAR agreed to a repurchase of 100,000 Units of GAP as confirmed in a letter of May 30, 1986 attached hereto as Exhibit "A". This was a transaction separate and apart from any other transactions among the parties.

10. GAR and GAP have paid only a part of the purchase price agreed upon in the letter of May 30, 1986 described in Paragraph 9 above and have wholly refused to pay the remainder, notwithstanding the fact that all of the units have been retained by it. The balance of approximately $187,500.00 is due PVI. The retaining of the balance of the purchase price for the units constitutes willful and wanton conduct on the part of GAP, GAR and Gary Takessian and constitutes conversion of the property of PVI.

11. Not being content with its conversion of the property of PVI as described in Paragraphs 9 and 10 above, the Defendants, and each of them, have issued "stop transfer" orders to its transfer agent, M Bank, 1704 Main Street, Dallas, Texas 75201, to impede and prohibit transfer, negotiation and conversion into cash of the other units of GAP paid PVI as consideration for the sale of the producing properties.

EXHIBIT B-22

12. GAR and Takessian advised PVI on August 5, 1986 that quarterly dividends would not be paid on any GAP units owned by PVI.

III.

COUNT II

13. The allegations of Count I above are repeated and realleged as though set forth at length herein.

14. At the time they induced PVI to agree to sell the 100,000 units of GAP as described in the letter of May 30, 1986, hereinabove described as Exhibit "A", GAP, GAR and Takessian intended to perpetrate the acts complained of in Paragraphs 9 through 12 above. The representations made in Exhibit "A" were made with full knowledge of this intent on the part of the Defendants and each of them, and it was the intent of the Defendants and each of them that PVI rely upon them to its detriment, which PVI did.

IV.

COUNT III

15. PVI readopts and realleges all of the allegations contained in Paragraphs 1 through 14 above as though fully set out at length herein.

16. The acts complained of in Counts I and II above were done with the intent and purpose of destroying PVI's ability to continue as a viable business entity. The Defendants and each of

EXHIBIT B-23

them are familiar with the business of PVI and know that by retaining the balance of the purchase price of the units repurchased and by attempting to issue a "stop transfer" order, all as complained of in Counts I and II above, that they would greatly injure PVI and cause it to lose opportunities to purchase other producing oil and gas properties, which opportunities have, in fact, been lost. Further, said acts would cause PVI to be unable to continue to pay its operating expenses for continued existence.

17. The maximum amount of refund of purchase price to which the GAP and GAR may be entitled is $14,235.00. That the Defendants and each of them have converted assets of PVI and impeded the conversion into cash of other assets of PVI in approximately twenty (20) times the above amount. These acts are wilful and wanton on the part of the Defendants and are in gross disregard of the property rights of PVI. Among other things, these acts constitute an attempt at a prejudgment execution on the property of PVI in an amount twenty (20) times greater than a reasonable party could expect to recover in litigation.

V.

Count IV

By reason of the wrongful and wilful "stop transfer" order as described in Paragraph 11 in Count I above, PVI has been unable to sell and negotiate the units of GAP in its possession and in its name. Unless the said transfer order is lifted

EXHIBIT B-24

immediately PVI will suffer irreparable harm, injury, loss and damage and will be unable to continue operations.

Pursuant to the provisions of Rule 65 of the Federal Rules of Civil Procedure, PVI moves the Court for a Temporary Restraining Order and Preliminary Injunction, ordering the Defendants to cease and desist from any further efforts to impede the transferability of the shares of GAP in PVI's possession and to compel the Defendants and each of them to take any and all action necessary to withdraw the "stop transfer" order. That due to the press of time and financial injury presently being suffered by the Plaintiff, said temporary restraining order should be issued without notice to Defendants but that notice should be given regarding the hearing on Plaintiff's Motion for Preliminary Injunction as soon as practicable and that the same should be set for hearing at the earliest possible time.

DAMAGES

18. As a result of the acts and conduct of GAP and GAR and Takessian complained of above, PVI has been damaged as follows:

a.	Balance due on sale of shares of GAP as agreed to in letter of May 30, 1986.	$ 187,500.00
b.	Expenses incurred to date in efforts to convert GAP shares into cash impeded by efforts of the Defendants and each of them as complained of herein.	27,484.00

EXHIBIT B-25

c.	Profits lost from inability to enter into further purchases of producing oil and gas properties.	2,700,000.00
d.	Quarterly dividends not paid.	16,070.00
e.	Attorney fees to date.	3,000.00
f.	Interest on debt service delay caused by Defendants' acts.	2,989.00
	TOTAL	$2,937,043.00

EXEMPLARY DAMAGES

19. GAR, GAP and Takessian should further be punished for their wrongful and fraudulent conduct as complained of herein by the award of exemplary damages to PVI in the amount of Ten Million Dollars ($10,000,000.00).

WHEREFORE Petro-Ventures, Inc. demands a jury trial of all issues herein and prays for judgment against the Defendants and each of them in the amount of $2,937,043.00 together with exemplary damages in the amount of $10,000,000.00, interest on both amounts, the costs of this action and its reasonable attorney fees to be incurred herein.

PLAINTIFF FURTHER moves this Court to enter a Temporary Restraining Order and Preliminary Injunction to immediately restrain and enjoin the Defendants and each of them from any further acts to hinder or impede the transfer of the shares of GAP in PVI's name and to require the Defendants and each of them to take any and all action necessary to withdraw any stop transfer

orders issued to its transfer agent, M Bank in Dallas, Texas. Plaintiff further prays that this matter be set for hearing at the earliest possible time wherein the Defendants and each of them may appear and show cause why the order of the Court should not be made permanent.

PETRO-VENTURES, INC., Plaintiff

By _____
Benjamin T. Willey, Jr.
501 N.W. Expressway, Suite 525
Oklahoma City, Oklahoma 73118
405/848-1951
Attorney for Plaintiff

VERIFICATION

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

B. Keaton Cudd, III, of lawful age, being sworn upon his oath, states that he is the President of Petro-Ventures, Inc., an Oklahoma Corporation; that he has read the foregoing Complaint and that the facts, matter, and things contained therein are true to the best of his knowledge and belief.

_____
B. Keaton Cudd, III

Subscribed and sworn to before me this 19th day of August, 1986.

_____
Notary Public

My Commission Expires:
9-23-89

EXHIBIT B-27

GREAT AMERICAN RESOURCES INC.

May 30, 1986

Keaton Cudd III
President
Petro-Ventures, Inc.
Suite 545 Triad Center
501 N.W. Expressway
Oklahoma City, OK 73118

Dear Keaton:

This letter will confirm our purchase today of 100,000 GAP Units from you at $2 7/8 for a total of $287,500. Please forward your Unit certificate/s to my attention at your convenience.

Sincerely,

Gary G. Takessian
President & CEO

GGT:jw

EXHIBIT "A"

EXHIBIT B-28

DOCKETED

FILED

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

OCT 27 1986

ROBERT D. DENNIS
CLERK, U. S. DISTRICT COURT
BY _____ DEPUTY

PETRO-VENTURES, INC., an Oklahoma Corporation,

Plaintiff,

vs.

GREAT AMERICAN PARTNERS, a Texas Limited Partnership and GREAT AMERICAN RESOURCES, INC., a Delaware Corporation and GARY G. TAKESSIAN, an Individual,

Defendants.

No. CIV-86-1822A

'862231 G (IEG)

ORDER

The Court, having reviewed the Stipulation For Entry Of Order Transferring Case submitted by and entered into by all parties to this case, and for good cause shown:

IT IS ORDERED that the instant case, Case No. CIV-86-1822A herein, be transferred to the United States District Court for the Southern District of California pursuant to 28 U.S.C. § 1404(a).

DATED this 27th day of Oct, 1986.

Wayne Alley
HONORABLE WAYNE E. ALLEY
UNITED STATES DISTRICT JUDGE

ATTEST: A true copy of the original
Robert D. Dennis, Clerk
By Louise L. Yates
Deputy

ENTERED IN JUDGMENT DOCKET ON 10-27-86

EXHIBIT B-29

Benjamin T. Willey, Jr.
WILLEY & KILPATRICK
501 N.W. Expressway, Suite 525
Oklahoma City, Oklahoma 73118
405/848-1951

Attorney for Defendants

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

GREAT AMERICAN PARTNERS, a Texas limited partnership, and GREAT AMERICAN RESOURCES, INC., a Delaware corporation, Plaintiffs, vs. PETRO-VENTURES, INC., a corporation; B. KEATON CUDD, III, an individual; and DOES 1 through 20, Inclusive, Defendants.	No. 86-1738 S (CM) DISMISSAL WITH PREJUDICE

COME NOW the Plaintiffs, Great American Partners, a Texas limited partnership, and Great American Resources, Inc., a Delaware corporation, and dismiss with prejudice the above styled and numbered action.

Dated the 29 day of May, 1987.

BROBECK, PHLEGER & HARRISON

By _____
for Stephen P. Swinton
Attorney for Plaintiffs,
Great American Partners and
Great American Resources, Inc.

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EXHIBIT B-30

GREAT AMERICAN PARTNERS, a Texas Limited Partnership

By _____
General Partner

GREAT AMERICAN RESOURCES, INC., a Delaware corporation

By _____
President

IT IS SO ORDERED.

DATED JUN 12 1987

_____
UNITED STATES DISTRICT JUDGE

EXHIBIT B-31

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner _____ ☐ a _____ of _____ a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 19____, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ Type or Print Name

_____ Signature

PROOF OF SERVICE

1013A (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the county of San Diego, State of California.

I am over the age of 18 and not a party to the within action; my business address is: 401 West A Street, Suite 1200, San Diego, CA 92101

On June 14, 1990, I served the foregoing document described as BRIEF OF APPELLEE TAKESSIAN

on all parties in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows: (2 copies each):

Benjamin T. Willey, Jr., Esq.
Willey & Shoemaker
501 N.W. Expressway, Suite 525
Oklahoma City, OK 73118

Maureen A. Folan, Esq.
Hoge, Fenton, Jones & Appell, Inc.
60 South Market Street
San Jose, CA 95113-2396

☒ BY MAIL

☐ *I deposited such envelope in the mail at _____, California. The envelope was mailed with postage thereon fully prepaid.

☒ As follows : I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Diego California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on June 14, 1990, at San Diego, California.

☐ **(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on _____, 19____, at _____, California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

REBECCA LASER
Type or Print Name

Rebecca Laser
Signature

STUART'S EXBROOK TIMESAVER (REVISED 5/1/88)
NEW DISCOVERY LAW 2030 AND 2031 C.C.P.
(May be used in California State or Federal Courts)

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

**(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)