

COUNT II
INJUNCTIVE RELIEF FOR COMBINATION OR CONSPIRACY
IN RESTRAINT OF TRADE OR COMMERCE
{15 U.S.C. §§ 1, 26}

79. Plaintiffs reallege paragraphs 1 through 71 and 73 through 77.

80. 15 U.S.C. § 26 provides that "Any person, firm, corporation, or association shall be entitled to sue for and have injunctive relief...against threatened loss or damage by a violation of the antitrust laws ...[and] the cost of suit, including a reasonable attorney's fee".

81. Unless enjoined from doing so, Defendants will continue to violate 15 U.S.c. § 1.

82. Plaintiffs are also entitled to recover their cost of suit, including a reasonable attorney's fee.

COUNT III
DAMAGES FOR MONOPOLIZATION
(15 U.S.C. §§ 2, 15)

83. Plaintiffs reallege paragraphs 1 through 71.

84. 15 U.S.C. § 2 provides that "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States ...shall be deemed guilty" of an offense against the antitrust laws of the United States.

85. Defendants collectively have at all times material to this complaint maintained, attempted to achieve and maintain, or combined or conspired to achieve and maintain, a monopoly over the advertising and showing of limousines, and over the conversion of passenger sedan automobiles to limousines in the several States of the United States; and have used, attempted to use,

or combined and conspired to use, their monopoly power to affect competition in the conversion of passenger sedan automobiles to limousines and the advertising and sale of the same in the several States of the United States in violation of 15 U.S.c. § 2.

86. As a direct result of Defendants' unlawful activities, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

87. Plaintiffs are entitled to recover their actual damages in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, and the cost of suit including a reasonable attorney's fee.

COUNT IV
INJUNCTIVE RELIEF FOR MONOPOLIZATION
(15 U.S.C. §§ 2, 26)

88. Plaintiffs reallege paragraphs 1 through 71 and 84 through 86.

89. Unless enjoined from doing so, Defendants will continue to violate 15 U.S.C. § 2.

90. Plaintiffs are also entitled to recover their cost of suit, including a reasonable attorney's fee.

COUNT V
DAMAGES FOR COMBINATION OR CONSPIRACY
IN RESTRAINT OF TRADE OR COMMERCE
(26 MO. § 416.031(1), § 416.121(1)(1))

91. Plaintiffs reallege paragraphs 1 through 71.

92. 26 Mo. § 416.031(1) provides that "Every ...combination or conspiracy in restraint of trade or commerce in this state is unlawful."

93. Beginning at least as early as 1993, and continuing to the present date, Defendants entered into a conspiracy or combination in unreasonable restraint of trade or commerce in the State

of Missouri, in the market for passenger cars converted into limousines.

94. This combination or conspiracy took the form of a group boycott of *Limousine & Chauffeur*, *Limousine Digest*, and their respective shows. Said group boycott was instigated and conducted by Defendants Ford/Lincoln and General Motors/Cadillac who had and have market power over, i.e. a controlling percentage of market share of, the manufacture of the passenger sedan automobiles which are the raw material of the limousine conversion business; and by Defendants Limo and its members who had and have market power over, i.e. a controlling percentage of market share of, the advertising and attendance necessary to support *Limousine & Chauffeur*, *Limousine Digest*, and their respective shows. Said group boycott had the purpose and effect of severely impairing the advertising ability and competitive prospects of independent limousine builders in the State of Missouri; and was further intended to eliminate or greatly reduce the availability of limousines larger than an arbitrarily-determined size regardless of consumer demand in the State of Missouri, and to impose a burdensome hold-harmless agreement on limousine builders in the State of Missouri.

95. 26 Mo. § 416.121 provides that

1. Any person ...who is injured in his business or property by reason of anything forbidden or declared unlawful by section[416.031 (1)] ...may:

(1) Sue for damages sustained by him, and...shall be awarded threefold damages by him sustained and reasonable attorneys' fees ...together with the costs of suit.

96. As a direct result of Defendants' unlawful activity, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

97. Plaintiffs are entitled to recover their actual damages in the amount of approximately

\$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, their costs of suit, and reasonable attorneys' fees.

COUNT VI
INJUNCTIVE RELIEF FOR COMBINATION OR CONSPIRACY
IN RESTRAINT OF TRADE OR COMMERCE
(26 MO. § 416.031(1), § 416.071(1), (2), § 416.121(1)(2))

98. Plaintiffs reallege paragraphs 1 through 71 and 92 through 96.

99. 26 Mo. § 416.071 provides for:

1.... such preliminary or permanent injunctive relief and...such temporary restraining orders as are necessary to prevent and restrain violations of section 416.031... [and]

2.... such prohibitory injunctions and other restraints as [the court] deems expedient to deter...and secure against...committing a future violation of section[416.031(1)] ...[and] such mandatory relief as is reasonably necessary to restore or preserve fair competition in the trade or commerce affected by the violation.

100. 26 Mo. § 416.121 provides that:

1. Any person ...who is injured in his business or property by reason of anything forbidden or declared unlawful by section[416.031(1)] ...may:

(2) Bring proceedings to enjoin the unlawful practices, and... shall be awarded reasonable attorneys' fees ...together with the costs of the suit.

101. Unless enjoined from doing so, Defendants will continue to violate 26 Mo. § 416.031(1).

102. Plaintiffs are also entitled to recover their costs of suit and reasonable attorneys' fees.

COUNT VII
DAMAGES FOR MONOPOLIZATION
(26 MO. § 416.031(2), § 416.121(1)(1))

103. Plaintiffs reallege paragraphs 1 through 71.

104. 26 Mo. § 416.031(2) provides that "It is unlawful to monopolize, attempt to monopolize, or conspire to monopolize trade or commerce in this state."

105. Defendants collectively have at all times material to this complaint maintained, attempted to achieve and maintain, or combined or conspired to achieve and maintain, a monopoly over the advertising and showing of limousines, and over the conversion of passenger sedan automobiles to limousines in the State of Missouri; and have used, attempted to use, or combined or conspired to use, their monopoly power to affect competition in the conversion of passenger sedan automobiles to limousines and the advertising and sale of the same in the State of Missouri; all in violation of 26 Mo. § 416.031(2).

106. As a direct result of Defendants' unlawful activities, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

107. Plaintiffs are entitled to recover their actual damages in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, their costs of suit, and reasonable attorneys' fees.

COUNT VIII
INJUNCTIVE RELIEF FOR MONOPOLIZATION
(26 MO. § 416.031(2), § 416.071(1), (2), § 416.121(1)(2))

108. Plaintiffs reallege paragraphs 1 through 71 and 104 through 106.

109. Unless enjoined from doing so, Defendants will continue to violate 26 Mo. § 416.031(2).

110. Plaintiffs are also entitled to recover their costs of suit and reasonable attorneys' fees.

COUNT IX
DAMAGES FOR TORTIOUS INTERFERENCE WITH
CONTRACT OR BUSINESS EXPECTANCY

111. Plaintiffs reallege paragraphs 1 through 71.

112. Plaintiffs' advertising and advertising prospects in Limousine & Chauffeur and/or Limousine Digest, and Plaintiffs' invitation(s) to their respective annual shows, were contracts or business expectancies.

113. Defendants knew of said contracts or business expectancies.

114. Having such knowledge, Defendants intentionally conspired to interfere and did interfere with such contracts or business expectancies, so as to cause breach of the same.

115. Defendants did so without justification.

116. As a direct and proximate result of said actions of Defendants, Plaintiffs have suffered and will continue to suffer injuries and damages to their businesses and property.

117. Plaintiffs are entitled to recover their actual damages in excess of approximately \$620,000.00, costs of suit, and attorney fees.

118. Defendants' actions were wilful, wanton, malicious and oppressive.

119. Plaintiffs are also entitled to recover punitive damages in an amount in excess of \$10,000.00.

COUNT X
DAMAGES FOR PRIMA FACIE TORT

120. Plaintiffs reallege paragraphs 1 through 71.

121. To whatever extent said activities of Defendants may not violate antitrust laws or tortiously interfere with contract or business expectancy, said acts and activities of Defendants are

still unlawful and fraudulent.

122. Said activities were intended by Defendants and performed by Defendants.

123. Said activities were intended by Defendants to cause injury to Plaintiffs.

124. Said activities did directly and proximately cause injury to Plaintiffs.

125. Said activities were and are unjustified.

126. Plaintiffs are entitled to recover their actual damages in the amount of in excess of \$620,000.00, together with the costs of suit, and attorney fees.

127. Defendants' actions were wilful, wanton, malicious and oppressive.

128. Plaintiffs are also entitled to recover punitive damages in an amount in excess of \$10,000.00.

COUNT XI
DAMAGES FOR FRAUD AND DECEIT

129. Plaintiffs reallege paragraphs 1 through 71.

130. Each of the acts, practices, misrepresentations, violations and other wrongs complained of above have been engaged in by Defendants with malice and with specific and deliberate intent to oppress, defraud, deceive and injure Plaintiff.

131. Said activities aforementioned by Defendants were done in concert and in secret with the intention to injure Plaintiff all the while knowing that the lack of candor and disclosure of the true acts and activities by Defendants would give Defendants an economic advantage over Plaintiff. Defendants were engaged in concealed fraudulent conduct. Defendants, and each of them, had a duty under the antitrust and anticompetitive which Defendants breached constituting a fraud and deceit upon the Plaintiff.

132. Said activities were intended by Defendants to cause injury to Plaintiffs by and through intentional misrepresentations to Plaintiff and third parties concerning Plaintiff.

133. Said activities did directly and proximately cause injury to Plaintiffs.

134. Said activities were and are unjustified.

135. Plaintiffs are entitled to recover their actual damages in the amount of in excess of \$620,000.00, together with the costs of suit, and attorney fees.

136. Defendants' actions were wilful, wanton, malicious and oppressive.

137. Plaintiffs are also entitled to recover punitive damages in an amount in excess of \$10,000.00.

TOLLING OF APPLICABLE STATUTES OF LIMITATIONS

138. Plaintiffs could not have reasonably discovered their injuries, or that their injuries were wrongfully caused, until November 22, 1994, when Plaintiffs were informed by telephone that their advertisement was to be removed from publication in *Limousine Digest* for the reason that it [*Limousine Digest*] was being pressured by several of the major builders of limousines threatening *Limousine Digest* with removal of their ads and bankrupting *Limousine Digest* if it did not remove Plaintiffs' ad from *Limousine Digest*.

WHEREFORE Plaintiffs demand:

(1) That Defendants, their agents and servants, be enjoined during the pendency of this action and permanently from their activities in unreasonable restraint of trade or commerce and in monopolizing, attempting to monopolize, or combining or conspiring to monopolize.

(2) That Defendants be required to pay to Plaintiffs such damages as Plaintiffs have sustained in consequence of Defendants' activities in unreasonable restraint of trade or commerce

and in monopolizing, attempting to monopolize, or combining or conspiring to monopolize, in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00.

(3) That Defendants be required to pay to Plaintiffs such damages as Plaintiffs have sustained in consequence of Defendants' activities in tortious interference with contract or business expectancy and/or in prima facie tort, in the amount of approximately \$620,000.00, together with punitive or exemplary damages for the same, in an amount in excess of \$10,000.00. (4) That Defendants pay to Plaintiffs the costs of this action and reasonable attorney's fees to be allowed to the Plaintiffs by the Court.

(5) That Plaintiffs have such other and further relief as is just.

PLAINTIFFS DEMAND JURY TRIAL

Respectfully submitted,

'~~,~Qk~h~
r

Matthew Troke, MiVr
115 W. Atlantic
Branson, MO 65616
(417) 334-2222
(417) 334-2777 (FAX)

~ :iCZJ~ & WJ&~1'1J7;
oary.

Richardson, OBA # 754
Michael H. Freeman, OBA # 3127
RICHARDSON & WARD
6846 S. Canton, Ste. 200
Tulsa, OK 74136-3414
(918) 492-7674
(918) 493-1925

ATTORNEYSFORPLAIN~S

COUNT II
INJUNCTIVE RELIEF FOR COMBINATION OR CONSPIRACY
IN RESTRAINT OF TRADE OR COMMERCE
(15 U.S.C. §§ 1, 26)

79. Plaintiffs reallege paragraphs 1 through 71 and 73 through 77.

80. 15 U.S.C. § 26 provides that “Any person, firm, corporation, or association shall be entitled to sue for and have injunctive relief...against threatened loss or damage by a violation of the antitrust laws...[and] the cost of suit, including a reasonable attorney’s fee”.

81. Unless enjoined from doing so, Defendants will continue to violate 15 U.S.C. § 1.

82. Plaintiffs are also entitled to recover their cost of suit, including a reasonable attorney’s fee.

COUNT III
DAMAGES FOR MONOPOLIZATION
(15 U.S.C. §§ 2, 15)

83. Plaintiffs reallege paragraphs 1 through 71.

84. 15 U.S.C. § 2 provides that “Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States...shall be deemed guilty” of an offense against the antitrust laws of the United States.

85. Defendants collectively have at all times material to this complaint maintained, attempted to achieve and maintain, or combined or conspired to achieve and maintain, a monopoly over the advertising and showing of limousines, and over the conversion of passenger sedan automobiles to limousines in the several States of the United States; and have used, attempted to use,

or combined and conspired to use, their monopoly power to affect competition in the conversion of passenger sedan automobiles to limousines and the advertising and sale of the same in the several States of the United States in violation of 15 U.S.C. § 2.

86. As a direct result of Defendants' unlawful activities, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

87. Plaintiffs are entitled to recover their actual damages in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, and the cost of suit including a reasonable attorney's fee.

COUNT IV
INJUNCTIVE RELIEF FOR MONOPOLIZATION
(15 U.S.C. §§ 2, 26)

88. Plaintiffs reallege paragraphs 1 through 71 and 84 through 86.

89. Unless enjoined from doing so, Defendants will continue to violate 15 U.S.C. § 2.

90. Plaintiffs are also entitled to recover their cost of suit, including a reasonable attorney's fee.

COUNT V
DAMAGES FOR COMBINATION OR CONSPIRACY
IN RESTRAINT OF TRADE OR COMMERCE
(26 MO. § 416.031(1), § 416.121(1)(1))

91. Plaintiffs reallege paragraphs 1 through 71.

92. 26 Mo. § 416.031(1) provides that "Every...combination or conspiracy in restraint of trade or commerce in this state is unlawful."

93. Beginning at least as early as 1993, and continuing to the present date, Defendants entered into a conspiracy or combination in unreasonable restraint of trade or commerce in the State

of Missouri, in the market for passenger cars converted into limousines.

94. This combination or conspiracy took the form of a group boycott of *Limousine & Chauffeur*, *Limousine Digest*, and their respective shows. Said group boycott was instigated and conducted by Defendants Ford/Lincoln and General Motors/Cadillac who had and have market power over, i.e. a controlling percentage of market share of, the manufacture of the passenger sedan automobiles which are the raw material of the limousine conversion business; and by Defendants Limo and its members who had and have market power over, i.e. a controlling percentage of market share of, the advertising and attendance necessary to support *Limousine & Chauffeur*, *Limousine Digest*, and their respective shows. Said group boycott had the purpose and effect of severely impairing the advertising ability and competitive prospects of independent limousine builders in the State of Missouri; and was further intended to eliminate or greatly reduce the availability of limousines larger than an arbitrarily-determined size regardless of consumer demand in the State of Missouri, and to impose a burdensome hold-harmless agreement on limousine builders in the State of Missouri.

95. 26 Mo. § 416.121 provides that

1. Any person...who is injured in his business or property by reason of anything forbidden or declared unlawful by section[416.031(1)]
...may:

(1) Sue for damages sustained by him, and...shall be awarded
threefold damages by him sustained and reasonable attorneys'
fees...together with the costs of suit.

96. As a direct result of Defendants' unlawful activity, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

97. Plaintiffs are entitled to recover their actual damages in the amount of approximately

\$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, their costs of suit, and reasonable attorneys' fees.

COUNT VI
INJUNCTIVE RELIEF FOR COMBINATION OR CONSPIRACY
IN RESTRAINT OF TRADE OR COMMERCE
(26 MO. § 416.031(1), § 416.071(1), (2), § 416.121(1)(2))

98. Plaintiffs reallege paragraphs 1 through 71 and 92 through 96.

99. 26 Mo. § 416.071 provides for:

1. ...such preliminary or permanent injunctive relief and...such temporary restraining orders as are necessary to prevent and restrain violations of section 416.031...[and]

2. ...such prohibitory injunctions and other restraints as [the court] deems expedient to deter...and secure against...committing a future violation of section[416.031(1)]...[and] such mandatory relief as is reasonably necessary to restore or preserve fair competition in the trade or commerce affected by the violation.

100. 26 Mo. § 416.121 provides that:

1. Any person...who is injured in his business or property by reason of anything forbidden or declared unlawful by section[416.031(1)] ...may:

(2) Bring proceedings to enjoin the unlawful practices, and... shall be awarded reasonable attorneys' fees...together with the costs of the suit.

101. Unless enjoined from doing so, Defendants will continue to violate 26 Mo. § 416.031(1).

102. Plaintiffs are also entitled to recover their costs of suit and reasonable attorneys' fees.

COUNT VII
DAMAGES FOR MONOPOLIZATION
(26 MO. § 416.031(2), § 416.121(1)(1))

103. Plaintiffs reallege paragraphs 1 through 71.

104. 26 Mo. § 416.031(2) provides that “It is unlawful to monopolize, attempt to monopolize, or conspire to monopolize trade or commerce in this state.”

105. Defendants collectively have at all times material to this complaint maintained, attempted to achieve and maintain, or combined or conspired to achieve and maintain, a monopoly over the advertising and showing of limousines, and over the conversion of passenger sedan automobiles to limousines in the State of Missouri; and have used, attempted to use, or combined or conspired to use, their monopoly power to affect competition in the conversion of passenger sedan automobiles to limousines and the advertising and sale of the same in the State of Missouri; all in violation of 26 Mo. § 416.031(2).

106. As a direct result of Defendants’ unlawful activities, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

107. Plaintiffs are entitled to recover their actual damages in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, their costs of suit, and reasonable attorneys’ fees.

COUNT VIII
INJUNCTIVE RELIEF FOR MONOPOLIZATION
(26 MO. § 416.031(2), § 416.071(1), (2), § 416.121(1)(2))

108. Plaintiffs reallege paragraphs 1 through 71 and 104 through 106.

109. Unless enjoined from doing so, Defendants will continue to violate 26 Mo. § 416.031(2).

110. Plaintiffs are also entitled to recover their costs of suit and reasonable attorneys’ fees.

COUNT IX
DAMAGES FOR TORTIOUS INTERFERENCE WITH
CONTRACT OR BUSINESS EXPECTANCY

111. Plaintiffs reallege paragraphs 1 through 71.

112. Plaintiffs' advertising and advertising prospects in Limousine & Chauffeur and/or Limousine Digest, and Plaintiffs' invitation(s) to their respective annual shows, were contracts or business expectancies.

113. Defendants knew of said contracts or business expectancies.

114. Having such knowledge, Defendants intentionally conspired to interfere and did interfere with such contracts or business expectancies, so as to cause breach of the same.

115. Defendants did so without justification.

116. As a direct and proximate result of said actions of Defendants, Plaintiffs have suffered and will continue to suffer injuries and damages to their businesses and property.

117. Plaintiffs are entitled to recover their actual damages in excess of approximately \$620,000.00, costs of suit, and attorney fees.

118. Defendants' actions were wilful, wanton, malicious and oppressive.

119. Plaintiffs are also entitled to recover punitive damages in an amount in excess of \$10,000.00.

COUNT X
DAMAGES FOR PRIMA FACIE TORT

120. Plaintiffs reallege paragraphs 1 through 71.

121. To whatever extent said activities of Defendants may not violate antitrust laws or tortiously interfere with contract or business expectancy, said acts and activities of Defendants are

still unlawful and fraudulent.

122. Said activities were intended by Defendants and performed by Defendants.

123. Said activities were intended by Defendants to cause injury to Plaintiffs.

124. Said activities did directly and proximately cause injury to Plaintiffs.

125. Said activities were and are unjustified.

126. Plaintiffs are entitled to recover their actual damages in the amount of in excess of \$620,000.00, together with the costs of suit, and attorney fees.

127. Defendants' actions were wilful, wanton, malicious and oppressive.

128. Plaintiffs are also entitled to recover punitive damages in an amount in excess of \$10,000.00.

COUNT XI
DAMAGES FOR FRAUD AND DECEIT

129. Plaintiffs reallege paragraphs 1 through 71.

130. Each of the acts, practices, misrepresentations, violations and other wrongs complained of above have been engaged in by Defendants with malice and with specific and deliberate intent to oppress, defraud, deceive and injure Plaintiff.

131. Said activities aforementioned by Defendants were done in concert and in secret with the intention to injure Plaintiff all the while knowing that the lack of candor and disclosure of the true acts and activities by Defendants would give Defendants an economic advantage over Plaintiff. Defendants were engaged in concealed fraudulent conduct. Defendants, and each of them, had a duty under the antitrust and anticompetitive which Defendants breached constituting a fraud and deceit upon the Plaintiff.

132. Said activities were intended by Defendants to cause injury to Plaintiffs by and through intentional misrepresentations to Plaintiff and third parties concerning Plaintiff.

133. Said activities did directly and proximately cause injury to Plaintiffs.

134. Said activities were and are unjustified.

135. Plaintiffs are entitled to recover their actual damages in the amount of in excess of \$620,000.00, together with the costs of suit, and attorney fees.

136. Defendants' actions were wilful, wanton, malicious and oppressive.

137. Plaintiffs are also entitled to recover punitive damages in an amount in excess of \$10,000.00.

TOLLING OF APPLICABLE STATUTES OF LIMITATIONS

138. Plaintiffs could not have reasonably discovered their injuries, or that their injuries were wrongfully caused, until November 22, 1994, when Plaintiffs were informed by telephone that their advertisement was to be removed from publication in *Limousine Digest* for the reason that it [*Limousine Digest*] was being pressured by several of the major builders of limousines threatening *Limousine Digest* with removal of their ads and bankrupting *Limousine Digest* if it did not remove Plaintiffs' ad from *Limousine Digest*.

WHEREFORE Plaintiffs demand:

(1) That Defendants, their agents and servants, be enjoined during the pendency of this action and permanently from their activities in unreasonable restraint of trade or commerce and in monopolizing, attempting to monopolize, or combining or conspiring to monopolize.

(2) That Defendants be required to pay to Plaintiffs such damages as Plaintiffs have sustained in consequence of Defendants' activities in unreasonable restraint of trade or commerce

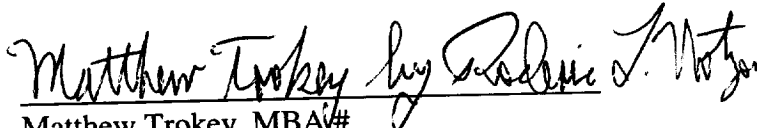
and in monopolizing, attempting to monopolize, or combining or conspiring to monopolize, in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00.

(3) That Defendants be required to pay to Plaintiffs such damages as Plaintiffs have sustained in consequence of Defendants' activities in tortious interference with contract or business expectancy and/or in prima facie tort, in the amount of approximately \$620,000.00, together with punitive or exemplary damages for the same, in an amount in excess of \$10,000.00. (4) That Defendants pay to Plaintiffs the costs of this action and reasonable attorney's fees to be allowed to the Plaintiffs by the Court.

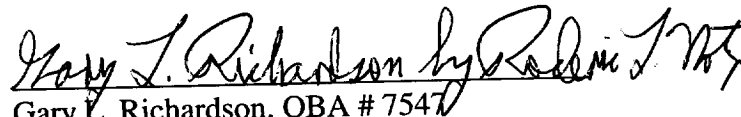
(5) That Plaintiffs have such other and further relief as is just.

PLAINTIFFS DEMAND JURY TRIAL

Respectfully submitted,


Matthew Trokey, MBA#

115 W. Atlantic
Branson, MO 65616
(417) 334-2222
(417) 334-2777 (FAX)


Gary L. Richardson, OBA # 7547

Michael H. Freeman, OBA # 3127
RICHARDSON & WARD
6846 S. Canton, Ste. 200
Tulsa, OK 74136-3414
(918) 492-7674
(918) 493-1925

ATTORNEYS FOR PLAINTIFFS