

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA

1.	NATIONAL ASSOCIATION OF	)	
	FORENSIC COUNSELORS, INC., et al.	)	
		)	
	Plaintiffs,	)	
		)	
v.		)	Case No. 6:14-cv-00187-RAW
		)	
1.	NARCONON INTERNATIONAL, et al.	)	
		)	
	Defendants.	)	

**JOINT STATUS REPORT**

JURY DEMANDED:  X  Yes      No

**I. Summary of Claims:**

Plaintiffs National Association of Forensic Counselors, Inc. (“NAFC”) and American Academy of Certified Forensic Counselors, Inc. d/b/a American College of Certified Forensic Counselors (“AACFC”) allege that NAFC holds a nationally registered trademark, Registration No. 3585933, filed May 14, 2008 (the “Mark”), and several Addiction Specialty Certifications (“Certifications”), including:

Master Addictions Counselor (“MAC”),  
Certified Chemical Dependency Counselor (“C.C.D.C.”),  
Certified Forensic Addictions Specialist (“CFAS”), formerly known as Certified  
Forensic Addictions Examiner (“CFAW”),  
Certified Criminal Justice Addictions Specialist (“CCJAS”),  
Certified Co---Occurring Disorder Specialist (“CCODS”),  
and Baccalaureate Addictions Counselor (“BAC”).

Plaintiffs further allege that Defendants have willfully and knowingly used and conspired to use the Mark and the Certifications without authorization and that these unauthorized uses by Defendants constitute conspiracy, common law trademark infringements, and violations of 15 U.S.C. §§ 1114(1) and 1125(a)(1), and Plaintiffs’ right of publicity. Plaintiffs’ allegations as to each remaining Defendant are laid out more specifically below.

Defendant Narconon of Oklahoma, Inc. (“Arrowhead”) is a Drug Treatment Center that falsely advertised itself as being recognized and accredited by the National Board of Additional Examiners (NNBAE”), a former branch of NAFC. Arrowhead owns and operates

several websites that have falsely advertised that several Defendants hold Certifications, and has, without authorization and in violation of NAFC's terms of use, posted altered versions of the now expired NBAE certification. Arrowhead has paid certain Defendants to falsely advertise that Arrowhead's agents hold Certifications and to refer customers and profits to Arrowhead based on these false advertisements. In addition, Arrowhead has advertised unauthorized and unapproved C.C.D.C. workshops. Arrowhead has gained financially through its unauthorized alignment of itself with the Plaintiffs and its references to the Certifications. Arrowhead had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and intentionally engaged in a common plan with other Defendants to use the Mark and Certifications to attract customers and profits to Arrowhead and other Defendants. Arrowhead acted in concert, agreed, and cooperated with other Defendants to misuse the Mark and Certifications and took affirmative steps to encourage achievement of this plan. Others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Arrowhead. Arrowhead's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Arrowhead's actions and this damage is irreparable. Arrowhead's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Arrowhead's ultimate purposes. Arrowhead's stated actions have violated 15 U.S.C. §§ 1114(1) and 1125(a)(1)(A), have constituted common law trademark infringement, have violated Plaintiffs' right of publicity pursuant to 12 O.S. § 1449, and have constituted a civil conspiracy, and Plaintiffs have suffered and will continue to suffer substantial damages because of Arrowhead's stated actions.

Gary Smith ("G. Smith") has and continues to falsely advertise, despite revocation of his Certification and his receipt of a cease and desist letter, that he possesses the C.C.D.C. Certification via websites owned by other Defendants, and documents published by ABLE. Plaintiffs further allege that G. Smith, in violations of Plaintiffs' terms of use, has failed to return his C.C.D.C. certificate and wallet card. G. Smith has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. G. Smith had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by G. Smith. G. Smith's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by G. Smith's actions and this damage is irreparable. G. Smith's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve G. Smith's ultimate purposes. G. Smith's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of G. Smith's stated actions.

Derry Hallmark ("Hallmark") owns and operates websites that without authorization and in violation of NAFC's terms of use, posted an altered version of the now

expired NBAE certification, that falsely advertise that “[t]he primary counselors are accredited by the National Board of Addiction Examiners as Certified Chemical Dependency Counselors,” and that falsely advertise that several Defendants hold Certifications. Hallmark also falsely advertises himself via numerous websites as having C.C.D.C. credentials, despite his M.A.C. having expired in 2011 and his C.C.D.C. having expired in 2010. Hallmark has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certifications. Hallmark had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Hallmark. Hallmark's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Hallmark's actions and this damage is irreparable. Hallmark's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Hallmark's ultimate purposes. Hallmark's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of Hallmark's stated actions.

Janet Watkins (“Watkins”) falsely advertises herself, via Arrowhead, as having C.C.D.C. credentials. Watkins has gained financially through her unauthorized alignment of herself with the Plaintiffs and her references to the Certification. Watkins had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Watkins. Watkins' stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Watkins's actions and this damage is irreparable. Watkins' stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Watkins' ultimate purposes. Watkins' stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of Watkins' stated actions.

Tom Widmann (“Widmann”) falsely advertises himself, via Arrowhead, as having C.C.D.C. credentials. Widmann has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. Widmann had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Widmann. Widmann's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Widmann's actions and this damage is irreparable. Widmann's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Widmann's ultimate

purposes. Widmann's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of Widmann's stated actions.

Vicki Smith ("V. Smith") is or was a Senior Case Manager at Arrowhead and falsely advertises herself as having M.A.C. credentials despite her credentials having expired in 2010. V. Smith has gained financially through her unauthorized alignment of herself with the Plaintiffs and her references to the Certification. V. Smith had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by V. Smith. V. Smith's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by V. Smith's actions and this damage is irreparable. V. Smith's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve V. Smith's ultimate purposes. V. Smith's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of V. Smith's stated actions.

Michael Otto ("Otto"), via Arrowhead, a blogging website, and his professional email communications, falsely advertises himself as having C.C.D.C. credentials despite having received a cease and desist letter, and has failed to return his C.C.D.C. certificate and wallet card. Otto has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. Otto had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Otto. Otto's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Otto's actions and this damage is irreparable. Otto's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Otto's ultimate purposes. Otto's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of Otto's stated actions.

Michael T. Gosselin ("M. Gosselin"), via Arrowhead and a website owned by Hallmark, falsely advertises himself as having C.C.D.C. credentials, despite revocation of his Certification and his receipt of a cease and desist letter. M. Gosselin has also failed to return his C.C.D.C. certificate. M. Gosselin has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. M. Gosselin had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by M. Gosselin. M. Gosselin's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship

and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by M. Gosselin's actions and this damage is irreparable. M. Gosselin's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve M. Gosselin's ultimate purposes. M. Gosselin's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of M. Gosselin's stated actions.

Kathy Gosselin ("K. Gosselin"), via Arrowhead and a website owned by Hallmark, falsely advertises herself as having C.C.D.C. credentials, despite revocation of her Certification and her receipt of a cease and desist letter. K. Gosselin has also failed to return her C.C.D.C. certificate and wallet cards. K. Gosselin has gained financially through her unauthorized alignment of herself with the Plaintiffs and her references to the Certification. K. Gosselin had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by K. Gosselin. K. Gosselin's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by K. Gosselin's actions and this damage is irreparable. K. Gosselin's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve K. Gosselin's ultimate purposes. K. Gosselin's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of K. Gosselin's stated actions.

Michael George ("George"), via Arrowhead and LinkedIn, falsely advertises himself as having C.C.D.C. credentials, despite his credentials having expired in 2012. George has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. George had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by George. George's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by George's actions and this damage is irreparable. George's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve George's ultimate purposes. George's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of George's stated actions.

Michael St. Amand ("Amand"), via a website owned by Hallmark, falsely advertises himself as having C.C.D.C. credentials, despite revocation of his Certification. Amand has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. Amand had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or

encouraged to infringe NAFC's Mark and Certifications by Amand. Amand's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Amand's actions and this damage is irreparable. Amand's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Amand's ultimate purposes. Amand's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of Amand's stated actions.

Rebecca Pool ("Pool"), via Arrowhead, falsely advertises herself as having B.A.C. credentials, despite her credentials having expired in 2011. Pool has gained financially through her unauthorized alignment of herself with the Plaintiffs and her references to the Certification. Pool had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Pool. Pool's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Pool's actions and this damage is irreparable. Pool's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Pool's ultimate purposes. Pool's stated actions have constituted common law trademark infringement and violations of 15 U.S.C. § 1125(a)(1)(A), and Plaintiffs have suffered and will continue to suffer substantial damages because of Pool's stated actions.

Dena Goad ("Goad"), a graduate of Arrowhead, owns and operates several websites whose purpose is to refer customers and profits to Narconon Treatment Centers. To further her referral efforts, Goad's websites make several false statements regarding the prevalence of C.C.D.C. trained counselors at Narconon Treatment Facilities. Arrowhead has paid Goad more than \$400,000 for her referrals. Goad also claims to hold an NAFC Certification despite revocation of her Certification and her receipt of a cease and desist letter. Goad had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and intentionally engaged in a common plan with other Defendants to use the Mark and Certifications to attract customers and profits to Arrowhead and other Defendants. Others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Goad. Goad's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Goad's actions and this damage is irreparable. Goad's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Goad's ultimate purposes. Goad's stated actions have violated 15 U.S.C. §§ 1114(1) and 1125(a)(1)(A), and have constituted common law trademark infringement, and Plaintiffs have suffered and will continue to suffer substantial damages because of Goad's stated actions.

Kent McGregor ("McGregor") owns and operates several websites whose purpose is to refer customers and profits to Narconon Treatment Centers, including Arrowhead, and that falsely advertise McGregor and other Defendants as having Certifications and other NAFC credentials. McGregor also falsely advertises himself, via LinkedIn, PITA, and others, as having C.C.D.C. and Masters Addictions Social Work Counselor credentials. McGregor has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certifications. McGregor had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and intentionally engaged in a common plan with other Defendants to use the Mark and Certifications to attract customers and profits to Arrowhead and other Defendants. McGregor acted in concert, agreed, and cooperated with other Defendants to misuse the Mark and Certifications and took affirmative steps to encourage achievement of this plan. Others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by McGregor. McGregor's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by McGregor's actions and this damage is irreparable. McGregor's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve McGregor's ultimate purposes. McGregor's stated actions have violated 15 U.S.C. §§ 1114(1) and 1125(a)(1)(A), have constituted common law trademark infringement, have violated Plaintiffs' right of publicity pursuant to 12 O.S. § 1449, and have constituted a civil conspiracy, and Plaintiffs have suffered and will continue to suffer substantial damages because of McGregor's stated actions.

The Pita Group, Inc. ("PITA") owns and operates several websites whose purpose is to refer customers and profits to Narconon Treatment Centers, including Arrowhead, and that falsely advertise McGregor and other Defendants as having Certifications and other NAFC credentials. On its websites, PITA also falsely claimed that it could issue C.C.D.C. Certifications in conjunction with NAFC, and that PITA has in fact issued C.C.D.C. certifications to more than two hundred (200) individuals. PITA had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and intentionally engaged in a common plan with other Defendants to use the Mark and Certifications to attract customers and profits to Arrowhead and other Defendants. Others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by PITA. PITA's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by PITA's actions and this damage is irreparable. PITA's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve PITA's ultimate purposes. PITA's stated actions have violated 15 U.S.C. §§ 1114(1) and 1125(a)(1)(A), and have constituted common law trademark infringement, and Plaintiffs have suffered and will continue to suffer substantial damages because of PITA's stated actions.

Narconon International ("NNI") runs the network of Narconon Treatment Centers and is a subsidiary of ABLE. NNI set forth the advertising campaign to use NAFC credentials, regardless of whether the credentials were expired, had been revoked, or were non-existent, to draw customers and profits to the Narconon Treatment Centers. NNI, via social media and publications, falsely advertises that certain Defendants have NAFC credentials. NNI had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and intentionally engaged in a common plan with other Defendants to use the Mark and Certifications to attract customers and profits to Arrowhead and other Defendants. Others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by NNI. NNI's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by NNI's actions and this damage is irreparable. NNI's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve NNI's ultimate purposes. NNI's stated actions have violated 15 U.S.C. § 1125(a)(1)(A), and have constituted common law trademark infringement, and Plaintiffs have suffered and will continue to suffer substantial damages because of NNI's stated actions.

The Association for Better Living and Education International ("ABLE") controls all Narconon related activities, including the activities of NNI, and has agreed and cooperated with NNI in the advertising campaign to use NAFC credentials, regardless of whether the credentials were expired, had been revoked, or were non-existent, to draw customers and profits to the Narconon Treatment Centers. ABLE also publishes documents that falsely advertise that certain Defendants have NAFC credentials. ABLE had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and intentionally engaged in a common plan with other Defendants to use the Mark and Certifications to attract customers and profits to Arrowhead and other Defendants. Others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by ABLE. ABLE's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by NNI's actions and this damage is irreparable. NNI's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve ABLE's ultimate purposes. ABLE's stated actions have violated 15 U.S.C. § 1125(a)(1)(A), and have constituted common law trademark infringement, and Plaintiffs have suffered and will continue to suffer substantial damages because of ABLE's stated actions.

Jason Burdge ("Burdge"), via Arrowhead and other websites, falsely advertises himself as having C.C.D.C. credentials, despite his credentials having expired in 2010, and posted a copy of his certificate on a website for over a year after the certificate had expired. In 2013, Burdge also submitted a Certification application that falsely claimed that Burdge held an Oklahoma license to NAFC. Burdge has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification, others were

enticed and/or encouraged to infringe NAFC's Mark and Certifications by Burdge. Burdge's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Burdge's actions and this damage is irreparable. Burdge's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Burdge's ultimate purposes. Burdge's stated actions have violated 15 U.S.C. § 1125(a)(1)(A), have constituted common law trademark infringement, and Plaintiffs have suffered and will continue to suffer substantial damages because of Burdge's stated actions.

James McLaughlin ("McLaughlin"), via Hallmark and Arrowhead owned websites, falsely advertises himself as having M.A.C. credentials, despite his M.A.C. credentials having expired in 2011. McLaughlin, via Arrowhead, also falsely advertises that he possesses D.B.A.E. credentials, and that he offers workshops that provide the training to become a C.C.D.C. McLaughlin has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certifications. McLaughlin had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by McLaughlin. McLaughlin's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by McLaughlin's actions and this damage is irreparable. McLaughlin's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve McLaughlin's ultimate purposes. McLaughlin's stated actions have violated 15 U.S.C. § 1125(a)(1)(A), and have constituted common law trademark infringement, and Plaintiffs have suffered and will continue to suffer substantial damages because of McLaughlin's stated actions.

Robert Newman ("Newman") falsely advertises himself as having C.C.D.C. credentials. Newman has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. Newman had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Newman. Newman's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Newman's actions and this damage is irreparable. Newman's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Newman's ultimate purposes. Newman's stated actions have violated 15 U.S.C. § 1125(a)(1)(A), have constituted common law trademark infringement, and Plaintiffs have suffered and will continue to suffer substantial damages because of Newman's stated actions.

Eric Mitchell ("Mitchell"), via websites owned by McGregor, falsely advertises himself as having C.C.D.C. credentials, despite his credentials having been revoked in 2013. Mitchell has gained financially through his unauthorized alignment of himself with the Plaintiffs and his references to the Certification. Mitchell had actual or constructive knowledge of Plaintiffs' ownership and prior use of the Mark and Certifications, and intentionally engaged in a common plan with other Defendants to use the Mark and Certifications to attract customers and profits to Arrowhead and other Defendants. Mitchell acted in concert, agreed, and cooperated with other Defendants to misuse the Mark and Certifications and took affirmative steps to encourage achievement of this plan. Others were enticed and/or encouraged to infringe NAFC's Mark and Certifications by Newman. Newman's stated actions are likely to cause and have caused confusion, mistake and/or deception as to the source, affiliation, sponsorship and/or authenticity of NAFC's Mark and Certifications. The status of NAFC's Mark and Certifications in the industry has been damaged by Mitchell's actions and this damage is irreparable. Mitchell's stated actions have been willful and with the intention of reaping the benefit of Plaintiffs' goodwill and reputation in order to serve Mitchell's ultimate purposes. Mitchell's stated actions have violated 15 U.S.C. §§ 1114(1) and 1125(a)(1)(A), have constituted common law trademark infringement, have violated Plaintiffs' right of publicity pursuant to 12 O.S. § 1449, and have constituted a civil conspiracy, and Plaintiffs have suffered and will continue to suffer substantial damages because of Mitchell's stated actions.

### **Summary of Counterclaims:**

By Defendants Narconon of Oklahoma and Kent McGregor: These Defendants seek judgment in favor and against NAFC and ACCFC for the following determinations and declarations by the Court: that NAFC has no right to registration of the Mark; that the Mark is invalid, as it is merely descriptive and has not acquired distinctiveness, and registration of the Mark should be cancelled; and for an award of all costs, including reasonable attorneys' fees.

By Defendants Dena Goad and Pita Group, Inc.: These Defendants seek judgment in their favor and against NAFC and ACCFC for the following determinations and declarations by the Court: that NAFC has no right to registration of the Mark and registration of the Mark should be cancelled; as a result of filing the knowingly false Section 15 Declaration, the registration of the Mark should be canceled; and that the Mark is invalid and unenforceable against them, as it is merely descriptive and has not acquired distinctiveness; for an award of all costs, including reasonable attorneys' fees.

## **II. Summary of Defenses:**

For Oklahoma Based Defendants (Narconon of Oklahoma, Inc., Gary Smith, Derry Hallmark, Janet Watkins, Tom Widmann, Vickie Smith, Michael Otto, Michael J. Gosselin, Kathy Gosselin, Michael George, Michael St. Amand, Rebecca Pool, Dena Goad, Kent

McGregor and Pita Group, Inc.): These Defendants generally and specifically deny the allegations of Plaintiffs' Complaint (Dkt. 3) except as allegations may be admitted in their Answers to Plaintiffs' Complaint (Dkts. 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, and 599), which are incorporated herein. The Oklahoma Based Defendants further incorporate herein their Affirmative Defenses and Avoidances from their Answers, including the following applicable to most: 1) Plaintiffs' Complaint fails to state a claim upon which relief may be granted; 2) Dismissal of Plaintiffs' 15 U.S.C. § 1114(1) trademark infringement claims for the "NAFC Mark" as per the Court's Order (Dkt. 550); 3) Dismissal of Plaintiffs' 15 U.S.C. § 1125(a)(1) and common law infringement claims for all "Certification Marks," other than the C.C.D.C. mark as applicable to one or more of the Oklahoma Based Defendants as per the Court's Order (Dkt. 550); 4) Dismissal of Plaintiffs' right of publicity claim against as per the Court's Order (Dkt. 550); 5) Dismissal of Plaintiffs' conspiracy claim as per the Court's Order (Dkt. 550); 6) Plaintiffs' infringement claims are barred in whole or in part because Plaintiffs' alleged Certification Marks (described in the Court's March 31, 2015 Order, Dkt. 550) are not entitled to any protection and are unenforceable because they are merely descriptive terms that have not acquired distinctiveness, *i.e.*, secondary meaning in the minds of the public by becoming distinctive of NAFC's services in commerce; 7) Plaintiffs' claims for damages, if any, are limited by Defendant's innocent intent; 8) Plaintiffs' claims are barred in whole or in part by the doctrine of estoppel; 9) Plaintiffs' claims are barred by the doctrine of unclean hands; 10) Plaintiffs' claims are barred by the applicable statute of limitations; 11) Plaintiffs' claims are barred by the doctrine of waiver; 12) Plaintiffs' claims are barred due to an express or implied license; 13) Plaintiffs' claims are barred by the doctrine of laches based upon NAFC's inequitable conduct ("NAFC's Alleged Revocation" which was "both arbitrary and capricious" and "in violation of its own policies and procedures"); 14) Plaintiffs' claims are barred by the doctrine of acquiescence; 15) Plaintiffs' claims are barred by the misrepresentations of material facts; 16) Plaintiffs' claims should be dismissed based upon Plaintiffs' failure to plead with the requisite particularity to inform G. Smith of the claims against him; 17) Plaintiffs' claims are barred as illegal restraints of trade; 18) Plaintiffs' claims are barred in whole or in part because Plaintiffs have failed to mitigate their claim through arbitration, good faith and fair dealing, honest business practices, clear and reasonable communication and other means; 19) Plaintiffs' claims are barred by Plaintiffs' negligence, both ordinary and gross; 20) Plaintiffs' claims are barred by the conduct of third persons over whom this Defendant had no control; 21) Any award of exemplary damages in favor of Plaintiffs and against G. Smith would be unconstitutional; 22) Plaintiffs' claims are barred by the doctrine of fair use; 23) Plaintiffs' claim for injunctive relief fails because Plaintiffs have an adequate remedy at law; 24) Plaintiffs' claim for injunctive relief fails because no immediate and irreparable harm to Plaintiffs would exist if injunctive relief is not granted; 25) Plaintiffs' claim for injunctive relief fails because they have no likelihood of success on the merits; 26) Plaintiffs' claims are barred by their malicious prosecution and abuse of process; 27) Plaintiffs' bad faith bars their claims; 28) Plaintiffs' Complaint (Dkt. 3) improperly contains separate unrelated counts, causes of action and/or claims against other Defendants which should be dismissed or severed; 29) Plaintiffs' reputational damages claim is unrelated to any alleged conduct of the Defendants herein and should be barred; 30) Plaintiff's false representations and statements made to the United States

Patent and Trademark Office (“USPTO”) justifies dismissal of any claim for infringement.

For Narconon International: Narconon International generally and specifically denies the allegations of Plaintiffs’ Complaint (Dkt. 3), except as allegations may be admitted in its Answer to Plaintiffs’ Complaint (Dkt. 585), which are incorporated herein. Narconon International further incorporates its Affirmative Defenses and Avoidances from its Answer (Dkt. 585), including the following: 1) Plaintiffs’ infringement claims are barred in whole or in part because Plaintiffs’ alleged trademarks and/or certification marks (variously referred to throughout their Complaint as “Mark, Logo and Certifications” or “NAFC’s logos, trademarks, and certifications” or “NAFC’s Certifications, Marks and Logos” or “Mark, Certifications and Logo”) are not entitled to any protection and are unenforceable because they are merely descriptive terms that have not acquired distinctiveness, *i.e.*, secondary meaning in the minds of the public by becoming distinctive of NAFC’s services in commerce; 2) Plaintiffs’ claims for damages, if any, are limited by Defendant’s innocent intent; 3) Plaintiffs’ claims are barred in whole or in part by the doctrine of estoppel; 4) Plaintiffs’ claims are barred by the doctrine of unclean hands; 5) Plaintiffs’ claims are barred by the applicable statute of limitations; 6) Plaintiffs’ claims are barred by the doctrine of waiver; 7) Plaintiffs’ claims are barred due to an express or implied license; 8) Plaintiffs’ claims are barred by the doctrine of laches; 9) Plaintiffs’ claims are barred by the doctrine of acquiescence; 10) Plaintiffs’ claims should be dismissed based upon Plaintiffs’ failure to plead with the requisite particularity to inform Narconon International of the claims against it; 11) Plaintiffs’ claims are barred by the conduct of third persons over whom Narconon International had no control; 12) Any award of exemplary damages in favor of Plaintiffs and against Narconon International would be unconstitutional; 13) Plaintiffs’ claims are barred by the doctrine of fair use; 14) Plaintiffs’ claim for injunctive relief fails because Plaintiffs have an adequate remedy at law; 15) Plaintiffs’ claim for injunctive relief fails because no immediate and irreparable harm to Plaintiffs would exist if injunctive relief is not granted; 16) Plaintiffs’ claim for injunctive relief fails because they have no likelihood of success on the merits.

For Association of Better Living and Education: Association of Better Living and Education (“ABLE”) generally and specifically denies the allegations of Plaintiffs’ Complaint (Dkt. 3) except as allegations may be admitted in its Answer to Plaintiffs’ Complaint (Dkt. 586), which are incorporated herein. ABLE further incorporates its Affirmative Defenses and Avoidances from its Answer (Dkt. 586), including the following: 1) Plaintiffs’ infringement claims are barred in whole or in part because Plaintiffs’ alleged trademarks and/or certification marks (variously referred to throughout their Complaint as “Mark, Logo and Certifications” or “NAFC’s logos, trademarks, and certifications” or “NAFC’s Certifications, Marks and Logos” or “Mark, Certifications and Logo”) are not entitled to any protection and are unenforceable because they are merely descriptive terms that have not acquired distinctiveness, *i.e.*, secondary meaning in the minds of the public by becoming distinctive of NAFC’s services in commerce; 2) Plaintiffs’ claims for damages, if any, are limited by Defendant’s innocent intent; 3) Plaintiffs’ claims are barred in whole or in part by the doctrine of estoppel; 4) Plaintiffs’ claims are barred by the doctrine of unclean hands; 5) Plaintiffs’ claims are barred by the applicable statute of limitations; 6) Plaintiffs’

claims are barred by the doctrine of waiver; 7) Plaintiffs' claims are barred due to an express or implied license; 8) Plaintiffs' claims are barred by the doctrine of laches; 9) Plaintiffs' claims are barred by the doctrine of acquiescence; 10) Plaintiffs' claims should be dismissed based upon Plaintiffs' failure to plead with the requisite particularity to inform ABLE of the claims against it; 11) Plaintiffs' claims are barred by the conduct of third persons over whom ABLE had no control; 12) Any award of exemplary damages in favor of Plaintiffs and against ABLE would be unconstitutional; 13) Plaintiffs' claims are barred by the doctrine of fair use; 14) Plaintiffs' claim for injunctive relief fails because Plaintiffs have an adequate remedy at law; 15) Plaintiffs' claim for injunctive relief fails because no immediate and irreparable harm to Plaintiffs would exist if injunctive relief is not granted; 16) Plaintiffs' claim for injunctive relief fails because they have no likelihood of success on the merits.

For Defendants Jason Burdge, James McLaughlin, and Robert ("Bobby") Newman: The Defendants, Jason Burdge, James McLaughlin, and Robert ("Bobby") Newman, generally and specifically deny the allegations of Plaintiffs' Complaint (Dkt. 3) except as allegations may be admitted in their Answers to Plaintiffs' Complaint (Dkts. 620, 621, 630), which are incorporated herein. These Defendants further incorporate herein their Affirmative Defenses and Avoidances from their Answers (Dkts. 620, 621, 630), including, but not limited to the following: 1) Plaintiffs' Complaint fails to state a claim upon which relief may be granted; 2) Dismissal of Plaintiffs' 15 U.S.C. § 1114 (1) trademark infringement claims for the "NAFC Mark" as per the Courts previous Order; 3) Dismissal of Plaintiffs' 15 U.S.C. § 1125 (a) (1) and common law infringement claims for all "Certification Marks," or other that the C.C.D.C. mark as applicable to one or more of these Defendants as per the Courts previous Order; 4) Dismissal of Plaintiffs' right of publicity claim as per the Courts previous Order; 5) Dismissal of the Plaintiffs' conspiracy claim as per the Courts previous Order; 6) Plaintiffs' infringement claims are barred in whole or in part because of Plaintiffs' alleged Certification Marks (as described per the Courts previous Order) are not entitled to any protection and are unenforceable because they are merely descriptive terms that have not acquired distinctiveness, i.e., secondary meaning in the minds of the public by becoming distinctive of NAFC's services in commerce; 7) Plaintiffs' claims for damages, if any, are limited by Defendant's innocent intent; 8) Plaintiffs' claims are barred by the doctrine of unclean hands; 9) Plaintiffs' claims are barred by the applicable statute of limitations; 10) Plaintiffs' claims are barred by the doctrine of laches; 11) Plaintiffs' claims are barred as illegal restraints of trade; 12) Plaintiffs' claims are barred in whole or in part because Plaintiffs' have failed to mitigate their claim through arbitration, good faith and fair dealing, honest business practices, clear and reasonable communication and other means; 13) Plaintiffs' claims are barred by Plaintiffs' negligence, both ordinary and gross; 14) Plaintiffs' claims are barred by the conduct of third persons over who these Defendants had no control; 15) Any award of exemplary damages in favor of Plaintiffs' and against these Defendants would be unconstitutional; 16) Plaintiffs' claim for injunctive relief fails because Plaintiffs' have an adequate remedy at law; 17) Plaintiffs' claim for injunctive relief fails because no immediate and irreparable harm to Plaintiffs would exists if injunctive relief is not granted; 18) Plaintiffs' claim for injunctive relief fails because they have no likelihood of success on the merits; 19) Plaintiffs' claims are barred by their malicious

prosecution and abuse of process; 20) Plaintiffs' bad faith bars their claims; 21) Plaintiffs' Complaint improperly contains separate unrelated counts, causes of action and/or claims against other Defendants which should be dismissed or severed; 22) Plaintiffs' reputational damages claim is unrelated to any alleged conduct of the Defendants herein and should be barred; 23) Plaintiffs' false representations and statements made to the United States Patent and Trademark Office ("USPTO") justifies dismissal of any claim for infringement.

For Eric Mitchell, pro se Defendant: Plaintiffs' counsel asserts that proper service was made on Mr. Mitchell and that he is in default. Plaintiffs' counsel further states that he attempted to contact Mr. Mitchell as to contributing to this Joint Status Report but was not successful in reaching Mr. Mitchell.

### **Counterclaim Defenses:**

Plaintiffs generally and specifically deny the allegations in the Counterclaims of Defendants Arrowhead, McGregor, Goad, and PITA [Dkts. 289-290, 302-303, 598-600], except as allegations may be admitted in Plaintiffs' Answer to the Counterclaims, which are incorporated herein [Dkts. 319-320, 601-602.] Plaintiffs further incorporate their Affirmative Defenses including the following: 1) failure to state a claim upon which relief may be granted; 2) unclean hands; 3) the Counterclaims do not support attorneys' fees; 4) NAFC's marks are distinct and have obtained secondary meaning; 5) PITA and Goad's Counterclaims pertaining to Declarations submitted to the United States Patent and Trademark Office are not ripe for review; and 6) PITA and Goad's Counterclaims pertaining to Declarations submitted to the United States Patent and Trademark Office are moot as NAFC has abandoned its Section 15 Declaration.

### **III. Motions Pending:**

Docket No.	Description	At Issue Since
_____	_____	

### **IV. Stipulations:**

- A. Jurisdiction Admitted:  
By Oklahoma Defendants:  Yes       No (If no, explain.)
- B. Venue Appropriate:  
By Oklahoma Defendants:  Yes       No (If no, explain.)  
By James McLaughlin:       Yes       No (If no, explain.)  
[See previously filed Motion (Dkt. 431), Response (Dkts. 458 and 458-1 to 458-6), and Order (Dkt. 627).]
- C. Facts:

D. Law:

<b>V. <u>Proposed Deadlines:</u></b>	<u>Plaintiffs</u>	<u>Defendants</u>
A. Parties to be added by:	04/01/2016	12/01/2015
B. Proposed discovery cutoff date:	12/31/2016	07/01/2016
C. Case ready for trial (month/year):	05/2017	12/2016
D. Anticipated number of trial days (excluding jury selection):		10

**VI. FED. R. CIV. P. 26(f) Discovery Plan**

A. Have initial disclosures under Rule 26(a)(1) been exchanged and filed? If not, please explain why.

No. The parties propose Rule 26(a)(1) initial disclosures be made within fourteen (14) days from the Court's entry of an appropriate Protective Order to preserve the confidentiality and/or non-disclosure of protected health information, private, confidential, and/or proprietary information, including proprietary business records and financial information, and in particular information concerning individuals who have participated in the drug and alcohol abuse rehabilitation and treatment program. The parties will work toward having a proposed, agreed protective order to present to the Court for consideration at the time of the Joint Status Conference.

**Note that pursuant to Rule 26 and this Order, all parties are under an affirmative duty to (i) comply with the mandatory disclosure requirements, and (ii) notify the Court of any nondisclosure so that the issue can be promptly resolved. Failure of any party to disclose information, or failure of any party to bring disclosure issues to the Court's attention in a timely manner, may result in sanctions, including prohibiting the use of that information at trial, pursuant to Rule 37(c)(1).**

B. If applicable, have disclosures pursuant to FED. R. CIV. P. 7.1 been filed? If not, please explain why. Yes.

C. Should discovery be conducted in phases and/or should discovery be limited at this time to particular subject matters or issues? No.

D. Should any changes be made in the limitations on discovery imposed by the Federal Rules of Civil Procedure or the Court's local rules? No.

- E. Proposed Number of fact and expert depositions
  - 1. To be allowed for Plaintiff?
  - 2. To be allowed for Defendant?
- F. Is there a need for any other special discovery management orders by the Court? No.

**VII. Are Dispositive Motions Anticipated? If so, describe them.**

Yes. Defendants, Narconon of Oklahoma, Inc., and Kent McGregor, anticipate filing Motions for Judgment on the Pleadings on issues decided in Court's Order (Dkt. 550). All Oklahoma Based Defendants anticipate filing Motions for Summary Judgment on all of Plaintiffs' claims. Defendant, Narconon International, anticipates filing a motion for summary judgment on all of Plaintiffs' claims, as does Defendant, Association for Better Living and Education. Defendants Burdge, McLaughlin and Newman anticipate they will be filing Motions for Summary Judgment on all claims.

**VIII. Settlement Plan (Check one)**

- A.  Settlement Conference Requested after  
Describe settlement judge expertise required, if any:
- B.  Private Mediation Scheduled in
- C.  Other ADR (**Explain**)
- D.  ADR is not appropriate in this case (**Explain**)

IX. Does this case warrant special case management? If yes, explain why.

Defendants: No.

X. Do the parties request that the Court hold a scheduling conference?

Yes  No

**If a conference is not requested, the Court may, after receiving this report, strike the status and scheduling conference currently set and issue a scheduling order based in part on the information contained in this report. Counsel will be notified if the conference is stricken. Counsel should appear at the conference unless notified otherwise by the Court.**

**Failure of the parties to timely exchange and file Rule 26 Disclosures will result in the conference proceeding as scheduled.**

Read and Approved by:

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