

Dear Mr. Skinner: This open records request is pursuant to Title 51 O.S section 24a. The following documents or information is requested:

1. Copies of contracts between the Oklahoma Corporation Commission, or any of its divisions, for external legal services entered in from January 2001 to the present.
2. Copies of the justification for retention of external legal services provided the Attorney General, per statute, prior to the employment of outside counsel.
3. Statement of the amounts of money which have been paid or which are now due and owing under each contract for legal services entered in the time period indicated above.
- ④ A copy of the final settlement agreement and final order resolving the dispute between the Oklahoma Corporation Commission and ONG entered in the summer of 2002.
5. Copies of all settlement agreements or court orders entered between the commission and parties which involved the use of external legal services during the time period indicated above.

25,000 FYE
325,000 MOR - WRIGHT
~~75,000~~
75,000 DuPue

425,000

15 million

NPR -

Open Records Request
#5

(Copies of all settlement agreements or court orders entered between the Commission and parties which involved the use of external legal services during the time period indicated above.)

1. Comingdeer, Lee & Gooch

- Fye CIV-03-1477-C
- Mor/Wright (Termination) CIV-04-1088-C & CJ-2006-8355 (Tort)
- Cope – CIV-05-208
- Depue CIV-05-979-M

2. Dunlap, Coddling & Rogers

- CIV-02-155 Environmental Improvement Technologies (EIT)

3. Edinger & Blakley, P.C.

- CJ-2002-3128 Best

4. SHAUDA GORDON

5. MARY O'KELLY

T. B. W.

} Amos Moss - (Settlement
Inhouse Council)

**SETTLEMENT AGREEMENT AND
FULL AND FINAL MUTUAL RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is made and executed as
SEPTEMBER
on August **15**, 2006:

WITNESSETH:

1. There is a dispute between Pam Fye and the Oklahoma Corporation Commission, and a lawsuit has been filed and is now pending in the United States District Court for the Western District of Oklahoma, entitled Pam Fye v. Oklahoma Corporation Commission, et al., Western District of Oklahoma, Case No. CIV-03-1477-C, wherein Pam Fye is the Plaintiff and the Oklahoma Corporation Commission (OCC) is the Defendant.

2. The parties agree to settle the case as follows:

(A) The Plaintiff agrees to file with the Court a Notice of Withdrawal and Dismissal With Prejudice of all claims pursuant to Fed. R. Civ. P. 41(a)(1) alleged at anytime in this lawsuit against the Defendants Anthony, Bode, Cloud, Daxon, and Musser, in their official and individual capacities. The Plaintiff further agrees that this Notice and Dismissal will be filed immediately, and before any other dismissal is filed in this case.

(B) The Plaintiff agrees to accept payment in the sum of Twenty-five Thousand Dollars (\$25,000.00), paid by the Defendant OCC, as severance pay regarding her previous employment with the OCC. This payment will be divided into two checks: one made payable to Pam Fye in the amount of \$15,000 and one made payable jointly to Mark Hammons, Aletia Timmons, and John Otey in the amount of \$10,000.

(C) The parties agree that all claims alleged against the Defendant OCC in Pam Fye v. Oklahoma Corporation Commission, et al., Western District of Oklahoma, Case No. CIV-03-1477-C, except for the alleged Title VII retaliatory discharge claim against the OCC, should be dismissed

against all Defendants with prejudice to the refiling thereof pursuant to Fed. R. Civ. P. 41(a)(1).

(D) The parties agree that they will file a joint stipulation of dismissal with prejudice of all claims against the OCC, except for the alleged Title VII retaliatory discharge claim against the OCC, in this case; and

(E) The parties agree that this agreement constitutes a mutual release of all claims by and between all parties, except for the alleged Title VII retaliatory discharge claim against the OCC only.

(F) The Defendant OCC agrees that the Plaintiff may timely appeal the District Court's ruling on the Plaintiff's alleged Title VII retaliatory discharge claim against the OCC. The Defendant OCC's agreement in this regard, however, does not waive any argument or defense it may raise in defending such appeal.


3. This agreement is in total settlement of this case in all respects including costs and attorneys' fees, except for the alleged Title VII retaliatory discharge claim against the OCC. The Plaintiff Pam Fye, in consideration of the receipt of the above-mentioned payment, for herself and her heirs, administrators, executors, successors, and assigns, does hereby fully and forever release, acquit, and discharge the Defendant OCC, and its successors, assigns, subsidiaries, affiliates, agents, insurers, reinsurers, servants, employees, officers, representatives, administrators, heirs, and personal representatives of and from any all liability, loss, claims, actions, causes of action, right to reinstatement, demands, damages, loss of consortium, loss of services, expenses and compensation whatsoever, which the Plaintiff Pam Fye has or which may hereinafter accrue, on account of or arising from any known or unknown, foreseen or unforeseen, bodily or mental injury or death, including any claim for all kinds of damages, including but not limited to nominal, compensatory, and punitive damages, as a result of the injuries and damages allegedly sustained by Pam Fye as a result of the circumstances alleged in the lawsuit previously described, with respect to all claims

5. The undersigned understands and agrees that this settlement is a compromise of the all claims alleged at anytime in this lawsuit against all Defendants, except for the alleged Title VII retaliatory discharge claim against the OCC, and that the dismissal with prejudice is not to be construed, implied, or stated as an admission of liability on the part of the persons or entities hereby released by whom liability is expressly denied.

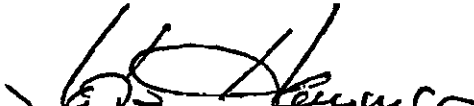
6. This Mutual Release contains the entire agreement among the parties and the terms of the Mutual Release are contractual and not a mere recital. By executing this Mutual Release, the undersigned acknowledge that they have carefully read this Mutual Release, know the contents thereof, and sign the same as their own free act.

THE UNDERSIGNED FURTHER STATE THAT THEY HAVE CAREFULLY READ THE WITHIN AND FOREGOING SETTLEMENT AGREEMENT AND FULL AND FINAL MUTUAL RELEASE AND HAVE DISCUSSED THE TERMS OF SAME WITH THEIR ATTORNEYS, AND KNOW AND FULLY UNDERSTAND THE CONTENTS THEREOF AND THAT THEY EXECUTE SAME AS THEIR OWN FREE ACT AND DEED.

Witness our hands on ~~August~~ ^{SEPTEMBER} 13, 2006



Pam Fye, Plaintiff



**SETTLEMENT AGREEMENT AND
FULL AND FINAL MUTUAL RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is made and executed as on December 20, 2006:

WITNESSETH:

1. There is a dispute between Rachel Mor, Charles Wright, the Oklahoma Corporation Commission (hereinafter referred to as OCC), Commissioner Bob Anthony, Commissioner Denise Bode, Commissioner Jeff Cloud, Ben Jackson, and Dee Porter, and a lawsuit has been filed and is now pending in the United States District Court for the Western District of Oklahoma, entitled Mor, et al. v. Oklahoma Corporation Commission, et al., Western District of Oklahoma, Case No. CIV-04-1088-C, wherein Rachel Mor and Charles Wright are the Plaintiffs and the OCC, Commissioner Bob Anthony, Commissioner Denise Bode, Commissioner Jeff Cloud, Ben Jackson, and Dee Porter are the Defendants, and in Mor, et al. v. Oklahoma Corporation Commission, Oklahoma County District Court Case Number CJ-2006-83535, wherein Rachel Mor and Charles Wright are the Palintiffs and the OCC is the Defendant.

2. The parties agree to settle the case as follows:

(A) The Plaintiffs jointly agree to accept payment in the sum of Three Hundred Twenty-five Thousand Dollars (\$325,000.00), paid on behalf of all Defendants. This payment will be divided into six checks: two made payable to Rachel Mor in the amount of \$55,000 each, and two made payable to Charles Wright in the amount of \$50,000 each, and two made payable to Moore & Venier, in the amount of \$57,500 each. Defendants will use their best efforts to deliver one of the aforementioned checks due to Mor, one due to Wright and one due to Moore and Vernier on or before December 31, 2006, and deliver the second check due to said parties on or before January 31,

2007.

(B) The parties agree that all claims alleged, or which could have been alleged, against any of the parties in Mor, et al. v. Oklahoma Corporation Commission, et al., Western District of Oklahoma, Case No. CIV-04-1088-C will be dismissed with prejudice, and the parties will file a joint stipulation of dismissal with prejudice pursuant to Fed. R. Civ. P. 41(a)(1) in Mor, et al. v. Oklahoma Corporation Commission, et al., Western District of Oklahoma, Case No. CIV-04-1088-C within 45 days of December 19, 2006.

(C) The parties agree that all claims alleged, or which could have been alleged, against any of the parties in Mor, et al. v. Oklahoma Corporation Commission, Oklahoma County District Court Case Number CJ-2006-8355 will be dismissed with prejudice, and the parties will file a dismissal with prejudice in Mor, et al. v. Oklahoma Corporation Commission, Oklahoma County District Court Case Number CJ-2006-8355 within 45 days of December 19, 2006.

(D) The Plaintiffs agree not to seek employment at the Oklahoma Corporation Commission while either Commissioner Anthony, Commissioner Bode, Commissioner Cloud, Ben Jackson, and/or Dee Porter are elected to or employed at the OCC.

(E) If contacted, the Defendants agree to provide a neutral employment reference on behalf of each Plaintiff, which will include only the dates of employment of each Plaintiff, and each Plaintiff's ending salary at the OCC.

(F) The parties agree that this agreement constitutes a mutual release of all claims by and between all parties in the Mor, et al. v. Oklahoma Corporation Commission, et al., Western District of Oklahoma Case Number CIV-04-1088-C and in the Mor, et al. v. Oklahoma Corporation Commission, Oklahoma County District Court Case Number CJ-2006-8355. This release shall not apply to any qui tam actions in which these Plaintiffs may be or become involved.

(G) The Plaintiffs agree to indemnify and hold harmless the Oklahoma Corporation Commission and the individual Defendants for any tax liability the Plaintiffs may incur as a result of the receipt of the settlement in this case.

3. This agreement is in total settlement of this case in all respects including costs and attorneys' fees, in consideration of the receipt of the above-mentioned payment, for herself and her heirs, administrators, executors, successors, and assigns, does hereby fully and forever release, acquit, and discharge the Defendant OCC, and its successors, assigns, subsidiaries, affiliates, agents, insurers, reinsurers, servants, employees, officers, representatives, administrators, heirs, and personal representatives of and from any all liability, loss, claims, actions, causes of action, right to reinstatement, demands, damages, loss of consortium, loss of services, expenses and compensation whatsoever, which the Plaintiffs have or which may hereinafter accrue, on account of or arising from any known or unknown, foreseen or unforeseen, bodily or mental injury or death, physical pain and suffering, including any claim for all kinds of damages, including but not limited to nominal, compensatory, and punitive damages, as a result of the injuries and damages allegedly sustained by Rachel Mor and/or Charles Wright as a result of the circumstances alleged in the lawsuit previously described, with respect to all claims alleged at anytime in this lawsuit against all Defendants. This is a release of liability by Rachel Mor and Charles Wright to any action or claim that may be brought in any court, state or federal, in any jurisdiction for actions which occurred prior to the execution of this Mutual Release, with respect to all claims alleged at anytime in this lawsuit against all Defendants.

4. The undersigned hereby declares and represents that the injuries and damages, physical pain and suffering they have allegedly sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite and that all such injuries, damages, and losses may not now be fully known to the undersigned, and may in fact be more numerous or more serious than

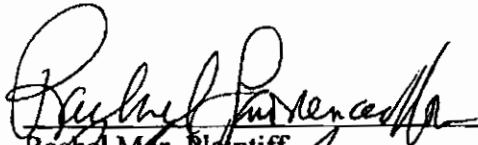
presently expected, and in making this Mutual Release it is understood and agreed that the undersigned relies wholly upon their own judgment of the future development, progress and result of such injuries, damages and losses, and that the undersigned have not been influenced to any extent whatsoever in making this Mutual Release by any representations or statements regarding such injuries, damages, and losses, both past and future, or the legal liability therefor or regarding any other matters made by the persons or entities who are hereby released, and that the undersigned accepts the above-mentioned agreement in full settlement and satisfaction of all claims or demands whatsoever for injuries, damages and losses, attorneys' fees and costs, both known and unknown, with respect to all claims alleged at anytime in this lawsuit against all Defendants. This is a Settlement Agreement between the parties, and a mutual release of liability by Rachel Mor and Charles Wright to any action or claim that may be brought in any court, state or federal, in any jurisdiction, against any of the previously mentioned Defendants, with respect to all claims alleged at anytime in this lawsuit against all Defendants.

5. The undersigned understands and agrees that this settlement is a compromise of the all claims alleged at anytime in this lawsuit against all Defendants, and that the dismissal with prejudice is not to be construed, implied, or stated as an admission of liability on the part of the persons or entities hereby released by whom liability is expressly denied.

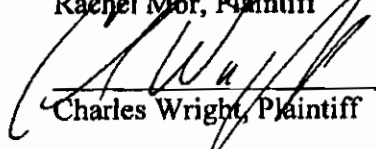
6. This Mutual Release contains the entire agreement among the parties and the terms of the Mutual Release are contractual and not a mere recital. By executing this Mutual Release, the undersigned acknowledge that they have carefully read this Mutual Release, know the contents thereof, and sign the same as their own free act.

THE UNDERSIGNED FURTHER STATE THAT THEY HAVE CAREFULLY READ THE WITHIN AND FOREGOING SETTLEMENT AGREEMENT AND FULL AND FINAL MUTUAL RELEASE AND HAVE DISCUSSED THE TERMS OF SAME WITH THEIR ATTORNEYS, AND KNOW AND FULLY UNDERSTAND THE CONTENTS THEREOF AND THAT THEY EXECUTE SAME AS THEIR OWN FREE ACT AND DEED.


Witness our hands on December 20, 2006



Rachel Mor, Plaintiff



Charles Wright, Plaintiff



James R. Moore
Sue Wycoff
Moore & Venier
301 NW 63rd Ste 550
Oklahoma City, OK 73116
Phone: (405)843-9675
Fax: (405)843-9680

ATTORNEYS FOR PLAINTIFFS

A handwritten signature in black ink, appearing to read "David W. Lee". The signature is written in a cursive style with a large, looped initial "D".

David W. Lee

Ambre C. Gooch

Comingdeer, Lee & Gooch

6011 N. Robinson Avenue

Oklahoma City, OK 73118-7425

Phone: (405)848-1983

Fax: (405)848-4978

ATTORNEYS FOR DEFENDANTS

Mo' release

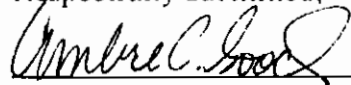
IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

DENISE P. COPE, individually and as sole)	
proprietor of DOWN-TO-EARTH)	
ENVIRONMENTAL SERVICES,)	
)	
Plaintiff,)	
)	
v.)	Case No. CIV-05-208-HE
)	
DENISE A. BODE, et al.,)	
)	
Defendants.)	

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

The Plaintiff Denise Cope and the Defendants Oklahoma Corporation Commission, Bob Anthony, Denise Bode, Jeff Cloud, Brooks Mitchell and Tom Tucker jointly stipulate that the above-styled case should be dismissed against the Defendants with prejudice to the refiling, pursuant to Fed. R. Civ. P. 41(a)(1). All parties are to bear their own costs and attorneys' fees.

WHEREFORE, Plaintiff and the Defendants request that this Court enter an order dismissing this case with prejudice.

Respectfully submitted,

David W. Lee, OBA # 5333
Ambre C. Gooch, OBA # 16586

COMINGDEER, LEE & GOOCH
6011 N. Robinson Avenue
Oklahoma City, OK 73118-7425
Phone: (405) 848-1983
Fax: (405) 848-4978
Email address: acgooch@swbell.net

ATTORNEYS FOR DEFENDANTS OKLAHOMA
CORPORATION COMMISSION, BOB ANTHONY,
DENISE BODE, JEFF CLOUD, AND BROOKS MITCHELL

s/David W. Kirk

(Signed by filing attorney with permission of David W. Kirk)

David W. Kirk

Grant M. Lucky

Lytle, Soule & Curlee, P.C.

119 North Robinson, Suite 1200

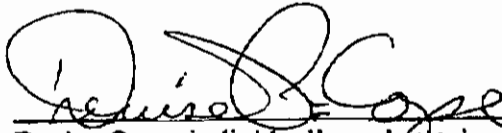
Oklahoma City, OK 73102

Phone: (405)235-7471

Fax: (405)232-3852

Email address: kirk@lytlesoule.com

ATTORNEYS FOR TOM TUCKER



Denise Cope, individually and as sole proprietor of
Down to Earth Environmental Services
1902 E. Rogers
El Reno, OK 73036

PRO SE PLAINTIFF

CERTIFICATE OF SERVICE

This is to certify that on March 1, 2006, I electronically transmitted this document to the Clerk of Court using the ECF system for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

David W. Kirk
Grant M. Lucky
Lytle, Soule & Curlee, P.C.
119 North Robinson, Suite 1200
Oklahoma City, OK 73102

This is to certify that a copy of this document was mailed by first class mail, postage prepaid, on March 1, 2006, to:

Denise Cope
1902 E. Rogers
El Reno, OK 73036



Ambre C. Gooch

Cope dismiss1.wpd

**SETTLEMENT AGREEMENT AND
FULL AND FINAL MUTUAL RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is made and executed as on March 19, 2007:

WITNESSETH:

1. There is a dispute between Karen Depue and the Oklahoma Corporation Commission (hereinafter referred to as OCC) and a lawsuit has been filed and is now pending in the United States District Court for the Western District of Oklahoma, entitled Depue v. Oklahoma Corporation Commission, Western District of Oklahoma, Case No. CIV-05-979-W, wherein Karen Depue is the Plaintiff and the OCC is the Defendant.

2. The parties agree to settle the case as follows:

(A) The Plaintiff agrees to accept payment in the sum of seventy-five thousand dollars (\$75,000.00), paid on behalf of the Defendant. These settlement funds will only be available 60 days after the date of this fully executed Release.

(B) The parties agree that all claims alleged, or which could have been alleged, against any of the parties in Depue v. Oklahoma Corporation Commission, Western District of Oklahoma, Case No. CIV-05-979-W will be dismissed with prejudice, and the parties will file a joint stipulation of dismissal with prejudice pursuant to Fed. R. Civ. P. 41(a)(1) within one day of the exchange of the settlement funds.

(C) The Plaintiff agrees not to seek re-employment at the Oklahoma Corporation Commission.

(D) The parties agree that this agreement constitutes a mutual release of all claims by and between all parties in the Depue v. Oklahoma Corporation Commission, Western District of

Oklahoma Case Number CIV-05-979-W.

(E) The Plaintiff agrees to indemnify and hold harmless the Oklahoma Corporation Commission for any tax liability the Plaintiff may incur as a result of the receipt of the settlement in this case.

(F) The Defendant agrees to not oppose Plaintiff's application with this Court in which she seeks reinstatement of her retirement account with the Oklahoma Public Employees Retirement System.

3. This agreement is in total settlement of this case in all respects including costs and attorneys' fees, in consideration of the receipt of the above-mentioned payment, for herself and her heirs, administrators, executors, successors, and assigns, does hereby fully and forever release, acquit, and discharge the Defendant OCC, and its successors, assigns, subsidiaries, affiliates, agents, insurers, reinsurers, servants, employees, officers, representatives, administrators, heirs, and personal representatives of and from any all liability, loss, claims, actions, causes of action, right to reinstatement, demands, damages, loss of consortium, loss of services, expenses and compensation whatsoever, which the Plaintiffs have or which may hereinafter accrue, on account of or arising from any known or unknown, foreseen or unforeseen, bodily or mental injury or death, physical pain and suffering, including any claim for all kinds of damages, including but not limited to nominal, compensatory, and punitive damages, as a result of the injuries and damages allegedly sustained by Karen Depue as a result of the circumstances alleged in the lawsuit previously described, with respect to all claims alleged at anytime in this lawsuit against all Defendants. This is a release of liability by Karen Depue to any action or claim that may be brought in any court, state or federal, in any jurisdiction for actions which occurred prior to the execution of this Mutual Release, with

respect to all claims alleged at anytime in this lawsuit against all Defendants.

4. The undersigned hereby declares and represents that the injuries and damages, physical pain and suffering, they have allegedly sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite and that all such injuries, damages, and losses may not now be fully known to the undersigned, and may in fact be more numerous or more serious than presently expected, and in making this Mutual Release it is understood and agreed that the undersigned relies wholly upon their own judgment of the future development, progress and result of such injuries, damages and losses, and that the undersigned have not been influenced to any extent whatsoever in making this Mutual Release by any representations or statements regarding such injuries, damages, and losses, both past and future, or the legal liability therefor or regarding any other matters made by the persons or entities who are hereby released, and that the undersigned accepts the above-mentioned agreement in full settlement and satisfaction of all claims or demands whatsoever for injuries, damages and losses, attorneys' fees and costs, both known and unknown, with respect to all claims alleged at anytime in this lawsuit against all Defendants. This is a Settlement Agreement between the parties, and a mutual release of liability by Karen Depue to any action or claim that may be brought in any court, state or federal, in any jurisdiction, against any of the previously mentioned Defendants, with respect to all claims alleged at anytime in this lawsuit against all Defendants.

5. The undersigned understands and agrees that this settlement is a compromise of the all claims alleged at anytime in this lawsuit against all Defendants, and that the dismissal with prejudice is not to be construed, implied, or stated as an admission of liability on the part of the persons or entities hereby released by whom liability is expressly denied.

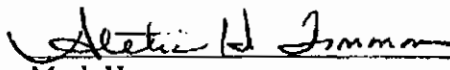
6. This Mutual Release contains the entire agreement among the parties and the terms of the Mutual Release are contractual and not a mere recital. By executing this Mutual Release, the undersigned acknowledge that they have carefully read this Mutual Release, know the contents thereof, and sign the same as their own free act.

THE UNDERSIGNED FURTHER STATE THAT THEY HAVE CAREFULLY READ THE WITHIN AND FOREGOING SETTLEMENT AGREEMENT AND FULL AND FINAL MUTUAL RELEASE AND HAVE DISCUSSED THE TERMS OF SAME WITH THEIR ATTORNEYS, AND KNOW AND FULLY UNDERSTAND THE CONTENTS THEREOF AND THAT THEY EXECUTE SAME AS THEIR OWN FREE ACT AND DEED.

Witness our hands on March 19, 2007



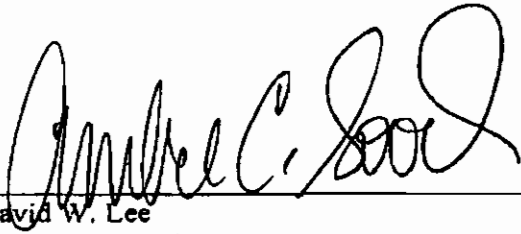
Karen Depue, Plaintiff



Mark Hammons
Hammons, Gowens & Associates
325 Dean A. McGee
Oklahoma City, OK 73102

Aletia Haynes Timmons
Timmons & Associates, LLC
527 N.W. 23rd Street, Suite 200
Oklahoma City, OK 73103

ATTORNEYS FOR PLAINTIFF



David W. Lee
Ambre C. Gooch
Comingdeer, Lee & Gooch
6011 N. Robinson Avenue
Oklahoma City, OK 73118-7425
Phone: (405)848-1983
Fax: (405)848-4978

ATTORNEYS FOR DEFENDANTS

Depue/release