

Fill in this information to identify the case:

Debtor name: Tulsa/169 Catering Co., Inc
United States Bankruptcy Court for the District of Kansas at Kansas City
Case number (if known): 16-21195

See Appendix A to bar date notice for list of debtors and case numbers.

RECEIVED
DEC 28 2016
BMC GROUP
If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, except for administrative expenses under 11 U.S.C. § 503(b)(9).

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

The original of this completed form (faxes not accepted), together with accompanying documentation, must be either (a) delivered to the Claims and Noticing Agent at the address set forth on the Bar Date Notice, or (b) filed using the online Document Filing System (CM/ECF) of the United States Bankruptcy Court for the District of Kansas, in either event so as to be received no later than 5:00 p.m. CST on the December 23, 2016.

Part 1: Identify the Claim

1. Who is the current creditor? John Truel
Name of the current creditor (the person or entity to paid for this claim)
Other name the creditor used with the debtor John Truel et al

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Where should notices to the creditor be sent?
Name Henriksen & Henriksen Lawyers, Inc.
Number Street P.O. Box 698
City State ZIP Code El Reno Ok 73036
Where should payments to the creditor be sent? (if different)
Name _____
Number Street _____
City State ZIP Code _____
Contact phone 405-295-2220 Contact phone _____
Contact email liquor-tax-lawsuit@coxinet.net Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

JOH Ctl ID
00502

Part 2: Give information about the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 146,746.00 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See "Attachment A"

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____%
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No

Yes. Check all that apply:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. §507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? No

Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 12.21.2016
MM/DD/YYYY

Mark Hahn
Signature

Print the name of the person who is completing and signing this claim:

Name Mark Henricksen
First name Middle name Last name

Title Attorney

Company Henricksen + Henricksen Lawyers, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address P.O. box 698
Number Street

El Reno OK 73036
City State ZIP Code

Contact phone 405-295-2220 Email liquortaxlawsuit@coxinet.net

ATTACHMENT "A"

Claimant: John Truel, on behalf of himself, other representative plaintiffs, and others similarly situated (individual consumer claims and also class action)

This claim is both personal and on behalf of a class of consumers, for violation of the Oklahoma Consumer Protection Act and for breach of contract, all resulting from overcharges on the sale by the Bankrupt entity of alcoholic mixed beverages in excess of the advertised price for same and the inclusion requirements of 37 Okla. Stat. §576(B). The nature of the claim is set forth in detail within the attached (redacted) Petition. Supporting documentation is included with the Petition.


MARK HENRICKSEN, Attorney

AUG 05 2011

**IN THE DISTRICT COURT OF CANADIAN COUNTY
STATE OF OKLAHOMA**

BY _____

DEPUTY

John Truel, Dixie M. Evans, Mary Ellen Kirkendall, Jessica Sterling, Andra Erbar, Shana Truel, Kara M. Simpson, James Sterling, and Rene A. Conner, suing individually and on behalf of other persons similarly situated,

Plaintiffs,

vs.

Case Number CJ- 2011- 115

A. Aguirre LLC; Aaron Warren Enterprise Inc; Abuelita Rosa's Mexican Restaurant Inc.; Abuelo's International LP; A & D Production Inc; Adair's Enterprises Inc; Adair's Byrd LLC; Adams Enterprises Inc.; A G Enterprises Inc; Agave LLC; Aguirre, Antonio; Alkhatib, Inc.; Aloha Garden Restaurant & Club Inc; Alvarado's Mexican Rest #2 Inc; American Bistro Inc; American Golf Corporation; American Ranch Holidays, Inc.; AMF Bowling Centers Inc; Amici's Italian Eatery LLC; Anda Family Trust, an unincorporated business association; Andales Restaurant Corporation; Andolini's LLC; Anna & Jin, Inc; AOS Ventures LLC; Aroma's Italian Restaurant Inc.; A-Sensu, an unincorporated business association formerly in Tulsa, Oklahoma; Association of Food Enthusiasts; Aunt Pittypat's Parlor Inc; Avila, Sanjuana; Ay Mamacita LLC; Ayala, Juan Manuel; Bacchus Enterprises Inc; Bashkimi, Yksel; Bakeries Unlimited LLC; Bass Pro Outdoor World LLC; BB & E Partners- Quail Springs, LLC; Be Our Guest LLC; Belle Isle Restaurant & Brewing Company Limited Partnership; Benso, Vittorio; Benvenuti's LLC; Bespoke Catering Inc.; Bianco's Italian Restaurant Inc; Biga LLC; Biltmore Hotel Oklahoma Inc; Bin 73 Corp.; Bistro LLC; Bistro 305 LLC; BLM Enterprises LLC; Blue Moon Bakery Inc; Boca Concepts LLC; Bodean Inc; Bolero LLC; Bonefish/Colorado Limited Partnership; Boston Deli & Grill Inc.; Boulevard Steakhouse Inc; Boyd Street Library LLC; Bradley Acceptance Company LC; Brady Tavern LLC; Brahma Management Inc; Bramasole "Our Little Italy," LLC; Bravo's Mexican Grill Inc; Brazos Restaurant Acquisition Corp; BRE Amerisuites Property LLC; Brickhugger Restaurants LLC; Brinker Oklahoma, Inc; Brix Restaurant & Sports Lounge LLC; Bubba's, an unincorporated business association near Durant, Oklahoma; Burning Hills Hotel LLC; Burrito Concepts LLC; B & V Enterprises Inc; Bwitched Inc; Cabab N' Curry Inc; Cabo del Sol OKC LLC; Café Alley, an unincorporated association in Ardmore, Oklahoma; Café Alley, Inc; Cafe' do Brazil Inc; Cafe Ole' Company; Cafe' 501 LLC; Café 501 Classen Curve OKC LLC; Cajun Eats LLC; Camarena Inc; Capstar Oklahoma Beverage

Corporation; Caramel Bakery and Dessert Bar LLC; Carlito's Café-Yukon LLC; Carlos & Willy's Inc; Carrabba's Broken Arrow Limited Partnership; Carrabba's Colorado-I Limited Partnership; Carrabba's Dallas-I Limited Partnership; Carter, Diane; Casa Blanca South LLC; Casa Perico Inc; Casa Soto, Inc; Castle Falls, an unincorporated business association in Oklahoma City, Oklahoma; Catering Connection Inc; Cattlemen's Steakhouse Inc; Cavanaugh's Pub LLC; Caz's Chowhouse Incorporated; CCB Holdings LLC; CC Ops-Edmond LLC; CC Ops I-240 LLC; CC Ops-Midwest City LLC; CDG Cabrera Inc; Celebrity Club Inc; Central Club Operators Inc; Cepeda, Ismail; Cha Cha's LLC; Cha Time Chopstix LLC; Chalak-M&M OK 1 LLC; Chalak-M&M OK 2 LLC; Charleston's - Broken Arrow LLC; Charleston's - Edmond LLC; Charleston's of Meridian Inc; Charleston's of Norman Inc; Charleston's of Tulsa Inc; Charleston's S OKC LLC; Charleston's -Tulsa II LLC; Charlie Newton's Inc.; Cheddars Casual Café Inc; Cheeseburger-Ohio Limited Partnership; Cherry Street Wraps Inc; Chica's Restaurant Inc; Chimi's Inc; Chi Pie LLC; CHQ Enterprises Inc.; Cimarron Steak House of Oklahoma City, Ltd., a Limited Partnership; City Express Co; CJM Enterprises Inc; Clegar Inc; Cleveland Hospitality LLC; CM Foods Inc; CNN LLC; Coach House Restaurant LLC; Cocina de Marie Inc; Colocoline II Inc; Compadres LLC; Concord Neighborhood Corporation; Coolgreens Inc; Coolgreens II LLC; Corky's Inc; Cosmo Café LLC; Costa Azul Inc; Costello's Restaurants LLC; Costilla, Katherina; Covarrubias, Martin Ortega; Cowboy Dining LLC; CQM Inc; CR of Bricktown LLC; CR of Edmond LLC; CR of S. OKC LLC; Crab Addison Inc; Cracker Mex, Inc; Crusty Bread LLC; Cummings Restaurant Group Inc; Cummings Two LLC; Daddy Hinkle's Original Steakhouse Inc; Daggs, Adrienne; Dalesandro's LLC; Dave & Buster's of Oklahoma Inc; De Atilano LLC; Deep Deuce Grill LLC; Deep Fork Holdings LLC; Deloera, Jesus; Denco Enterprises Inc; DiCintio, Brian J.; Diego's Mexican Food LLC; Dios Inc; Disc Systems, Inc.; Diversified Concepts Inc; DLH Ventures, LLC; DNC Hospitality Management of Oklahoma LLC; Doe's Eat Place Tulsa LLC; Don Serapios LLC; Driftwood Beverage Oklahoma LLC; DRVines LLC; DT Management LLC; Duke's Southern Kitchen, LLC; Duke's Sports Grill of Oklahoma LLC; Duncan Hotel LLC; EASNO Corporation; Eateries Inc; Echota Club Inc; Ed Hicks Enterprises Inc; Edmond Culinary Ltd; E & J Restaurants LLC; El Arco, Inc.; El Charrito Inc; El Charro Inc; El Chico Restaurants of America Inc; El Greco LLC; El Maguey, Inc.; El Parian Mexican Restaurant Corporation; El Patio of Ponca City Inc; El Rancho Grande Mexican Food LLC; El Tapatio Inc; El Tapatio Restaurant Inc; El Tequila LLC; El-Tesoro Inc; El

Vallarta Mexican Restaurant of Miami LLC; El Vallarta's Mexican Restaurant, an unincorporated business association in Cleveland, Oklahoma; El Vallarta of Jay LLC; El Vallarta of Vinita LLC; El Viejo's Mexican Grill LLC; El 7 Marez Inc.; Elam Enterprises Inc; Ellias, Christopher; Elias, Tyrone; Elmore, Jerry W.; Enchilada Kings LLC; Engard Inc; Enid Wings, LLC; Espada International Inc; Essential Services, Inc; Famous Dave's Ribs Inc; Fancy That LLC; FAP Inc; F. G. Ventures, LLC; Fiesta Mambo LLC; Fifty-Five Degrees Food & Wine Inc; Fine Dining LLC; Finn's Inc; Fireplace Club, Inc; Fireside Dining, an unincorporated association in Love County, Oklahoma; First Down Entertainment of Norman LP; Fishermen's Cove, Inc; Fleming's / Southmidwest I Limited Partnership; Flip's Restaurant Inc; Flores, Jaime Angel; Flores, Salvadore; FMPRG # 601 LLC; FMPRG # 602 LLC; FMPRG # 603 LLC; FMPRG # 615 LLC; FOKL, LLC; Food & Beverage IV Inc; Food Fun and Fitness Inc; Forest Ridge Development Limited Partnership; Fourth Floor Investments Inc.; Fox & Hound of Oklahoma Inc; FPS Quail Springs LLC; Fratli's Inc; Freddie Paul's Steakhouse Inc; Freddie's Incorporated; Freddie's #2 Inc; Freeman, Krista; FRKRJ Inc.; Fuente Grande II Inc; Fuji Inc; FWHI Beverage Co Inc; Gaberino's Homestyle Italian Restaurant, LLC; Gabriella's, an unincorporated business association formerly in Oklahoma City, Oklahoma; Gage's Steak House LLC; Gaijin Sushi Campus Corner LLC; Galvan, Alberto; Gamboa, Antonio Hernandez; Gameday BA LLC; Garduno's Corporation; Gazmend Inc.; G E T Fondue LLC; Gibbens, Deborah Kay; Gimenez, Inc; Girasole Tuscan Grill LLC; GKL Inc; GMRI Inc; Go Fish Restaurant Group-I LLC; Golden India Palace Inc., also known as The Palace of Golden India LLC; Gomez, Enrique; Goodwin, Thais; Gopuram Taste of India Inc; Go West Restaurant LLC; Great Logos Inc; Green, Billy; Green Apple LLC; Griffith, Justin; Griggs, Robert; Grill Concepts Management Inc; G T Chung Yuang Inc; Guicho Corporation; Gusto LLC; Gutierrez, Jorge A.; Habanero's Inc; Hajdari, Beqiri; Harbor House Restaurant LLC; Harris, Judy; Haunted House Inc; Henry Hughes II Corporation; Henry Hughes III Corporation; Hernandez, Martha P.; Hey Mambo LLC; Hickman, Floyd & Floyd Inc; Hideaway Restaurant Inc; Hideaway-2 Inc; High Seas LLC; H & K Paul Incorporated; HMC Beverage Company; Hodges, Monique; Hongkong Inc; Hosier, Edwin E.; Hooters of Oklahoma City LLC; Hooters of Oklahoma City Inc.; Hooters of Bricktown LLC; Hooters of Bricktown Inc.; Hospitality Ventures Management LLC; Hotel Phillips Management Company; Hou Yu Zhang Brothers, Inc; House of Hunan Edmond Inc.; Howard, Eric V.; Hoyak Ltd; HTSG-Bricktown LLC; Huang, Li Feng; Indian Hills Inn Restaurant & Club Inc; Indigo

Joe's of Tulsa LLC; Inn at Price Tower Inc.; Interstate Hotels LLC; Interurban of Yukon Limited Partnership; Interurban Restaurant of Edmond Limited Partnership; Irma's Fine Food LLC; Irma's II Inc; Iron Starr OU LLC; ITR Norman LLC; ITR OKC LLC; IU of Norman Inc; IU of NW OKC Inc; IU of South OKC LLC; Ivey Brookside LLC; Izakaya Inc.; J Corp; Jamil's T-Bone Club LTD; Jamshidi, Mina; JAW Enterprises LLC; JBJ Properties Inc; JBJ Restaurant Group, LLC; Jeff P Bobst Inc; J. Herron LLC; Jeonju Restaurant LLC; JIN Corporation; J& K-Dub Enterprises LLC; Joel Brentlinger Ent. LLC; Jones & Brown Inc.; Joseph T. Hicks Enterprises Inc; Joshko Inc; JR'S-Moore LLC; JS Champlin LLC; Ju, Shu Hung; Junior's Inc; K & A Enterprises Inc; Kaiser's American Bistro, Inc.; Kampco Carinos Number 1 LLC; Kampco Carinos Number 2 LLC; Kampco JCs Number 3 LLC; Kampco JCs Number 4 LLC; Kampco JCs Number 7 LLC; Kampco JCs Number 8 LLC; Kang's Asian Kitchen Inc; Kang's Restaurant Group Incorporated; Karrie's Kaboose Club LLC; Kathryn Pemberton LLC; Kchao & Kchao Hospitality LLC; Kenworthy Investments and Properties LLC; Khalsa Inc; Khazana Inc.; Kim & Lee Enterprises Inc; King, Nelson; Kingpin Entertainment Group LLC; Krystal Enterprises LLC; KTK Angus Steakhouse, LLC; Kusum, Inc; K2 Consulting LLC; La Baguette Inc; La Casita de Hoover's LLC; La Fiesta Mexican Restaurant Corporation; La Mansion Inc; La Musica LLC; Ladykit Inc; Landry's Seafood House-Oklahoma Inc; Lanna Inc; Lean Gourmet LLC; Lee, Robert E., Jr.; Lee, Yong Dae; Leelawadee LLC; Leisure Hospitality Management Inc.; Lemongrass LLC; Liberty D's LLC; Lindo Veracruz, LLC; Lipe, Richard C.; Little General LLC; Little Italy Restaurant Group Inc; Live to Eat Inc; LNR Hotels LLC; Lola's LLC; Lone Star Steakhouse & Saloon of Oklahoma Inc; Los Amigos Mexican Restaurant, Inc; Los Amigos Mexican Restaurant #2, Inc; Los Arcos, an unincorporated business association in Edmond, Oklahoma; Los Charros Inc; Los Dos Amigos, an unincorporated association in Norman, Oklahoma; Los Hermanos Mexican Restaurant LLC; Los Mejores Amigos, an unincorporated association in Ada, Oklahoma; Los Nopales LLC; Los Ranchos Restaurant LLC; Los Sabinos Mexican Restaurant LLC; Los Tres Amigos LLC; Lottinville's Wood Grille LLC; Louie's at Brookhaven, LLC; Louie's Bar and Deli LLC; Louie's - Edmond LLC; Louie's - Highland Park LLC; Louie's - Jenks LLC; Louie's - Lynn Lane LLC; Louie's - Meridian LLC; Louie's-NW OKC LLC; Louie's On The Lake LLC; Louie's - Stillwater LLC; Louie's-Tulsa LLC; Louie's - Western LLC; Louie's - Yukon LLC; Ludivine LLC; Luigiano's Inc; Luigi's, an unincorporated business association in Ardmore, Oklahoma; Luna's Company Inc; M & M Liquor Company Inc;

Mac Acquisition LLC; Mahogany LLC; Mahogany-OKC LLC; Maki, Chin; Mama Mia Enterprises LLC; Mama Roja LLC; Mamaveca LLC; Mama Veca II LLC; Mamasita's of Oklahoma City No.1, Ltd, an Oklahoma Limited Partnership; Manchego LLC; Mansour's Italian & American Cafe' Inc; Manzo LLC; MAPS LLC; Maraca's Mexican Café, LLC; Marcus and Kathy Leavell Corporation; Marcus Skirvin Inc; Marley's Pizzeria LLC; Marquez, Alfredo; Mathis Holloway LLC; May 1414 LLC; Mayberry Restaurants Inc; Maycow LLC; Mayo ABC, LLC; Mazel Tov Inc; McGill's 61st Inc; McNellie's LLC; Memorial Mexican LLC; Metro Restaurant Associates Inc; MexBrothers Inc; Mexicali Border Café Inc; Mi Casa Mexican Enterprises LLC; Michael V's Inc; Midtown Café Corp; Mi Ranchito Inc; Misal of India West Inc; Mis En Place LLC; Miss Addie's Inc; MIT Co LLC; MJ Richardson's LLC; ML & Sons LLC; MMSH-OKC, LLC; Moccasin Manufacturing & Import Company, Inc; Mock, Marla Denise; Molly's Inc; Monsivais, Maria Carmen; Monterey's Acquisition Corp.; Monterrey Mexican Restaurants of Oklahoma Inc; Moon Dance Inc; Moon Lake Inc; Mora, Jesus; Mora Enterprises Inc; Mr. Mambo LLC; Muggs of Oklahoma City, No. 2, Inc; Munoz, David; Museum of Art Cafe' Inc; Muskogee Jasper's Inc; Nadill Enterprises Incorporated; Nagoya Inc; Naifeh's Fine Food's LLC; Napoli's of Chickasha, an unincorporated business association in Chickasha, Oklahoma; Napoli's of Chickasha, Inc.; Napoli's of Claremore LLC; Napoli's of Duncan, an unincorporated business association in Duncan, Oklahoma; Napoli's Italian Food Restaurant LLC; Napoli's of Enid, LLC; Napoli's of Muskogee LLC; Napoli's of Ponca City Inc.; Napoli's of Sapulpa; Napolis of Tahlequah, Inc; Napoli's of Tulsa Inc; Napoli's Shala-Rexhepi Inc; National Restaurant Development Inc; New Century Investments IV LLC; New Century Investments V LLC; New Apple Inc; Nguyen, Carol; Nguyen,Dinh; Nino's LLC; NJSM LLC; Noble House LLC; Nomad II Inc; Nonna's LLC; North Country LLC; Nudeal Enterprises LLC; Nuevo Arizona Mexican Restaurant LLC; Nueva Vallarta Mexican Restaurant, an unincorporated business association in Cushing, Oklahoma; OHT IV LLC; OINK, Inc; OK Apple Inc; OK Beverage Corp of Kentucky; OK Fondue LLC; OK Wings LLC; OKC Courtyard Catering Co., Inc; OKC/Myriad Gardens Catering Co Inc; Oklahoma Magic, Limited Partnership; Okura Sushi & Grill Inc; Old Germany Restaurant Inc; Ole LLC; Olmos, Francisco; Olvera, Jose M.; OM Entertainment LLC; OMB Inc; One Hundred Five Degrees, LLC; OPIA Entertainment Group LLC; Oriental Kitchens LLC; Osaka Sushi KDBT Inc; OTB Acquisition LLC; Othello's of Edmond LLC; Othello's of Norman LC; Othello's West LLC; Outback/Heartland I Limited Partnership; Outback/Heartland II

Limited Partnership; Ozarus Inc; Pachinko Parlor Beverage Corp.; Pacific Hotel Concessions LLC; Pacific Pier Inc; PACL Inc; Palace Café LLC; Palermo, Inc; Papa D's Steakhouse LLC; Papa Gjorgjo, an unincorporated business association in Ada, Oklahoma; Papa Gjorgjo LLC; Paradise Restaurant Group LLC; Paralogia Ultra Lounge LLC; Paseo Grill LLC; Pauls Place LLC; Payne Hospitality, LLC; Pearl's Bricktown Inc; Pearl's I-240 Club Inc; Pei Wei Asian Diner Inc; Pepper's Grill Inc; Pepper's Grill (Claremore) Inc; Pete's Place of Krebs, Inc; Peyton's Place LLC; P F Changs China Bistro Inc; PG I-240 South LLC; PG Moore LLC; Phoenix Asian Diner LLC; Picoso's Mexican Grill, Inc; Pizza Hut of Southeast Kansas, Inc.; PKM LLC; Planetary Palettes LLC; Playa Azul Inc; PMD Investments LLC; Poblano Grill LLC; Poblano Grill Midwest City LLC; Pointe Vista Golf LLC; Pointe Vista Marinas LLC; POK I Beverage Services LLC; POK II Beverage Services LLC; Pollman Enterprises Inc; Polo's Authentic Mexican Restaurant Inc; Polo's of Ardmore Inc; Ponca City Hotel Inc; Portobello Inc; Premier Hospitality Group LLC; Prina Entertainment Inc; Queen of Sheba, an unincorporated business association in Oklahoma City, Oklahoma; QVZ LLC; Ramiro's Mexican Restaurant LLC; Ramos, David Lee; Rare Hospitality International Inc; R B Chimi's LLC; Red Prime Steakhouse LP; Red River Southwestern Chophouse LLC; Red Robin International Inc; Redrock Canyon Grill LC; Redrock Canyon Grill-Tulsa LLC; Republic Gastropub LLC; Residual Inc; Restaurant Biz Inc; Restaurant Concepts, LLC; Richard Clark & Co LLC; Riders Inc; Riffel, Loren D.; Rios, Cesar; RJK Enterprises Inc; Road House Bar and Grill, an unincorporated association in Durant, Oklahoma; Rocket Hawg Inc; Rockinbird Enterprises LLC; Rococo NP LLC; Rodolfo's Inc; Rodolfo's Mexican Restaurant Inc; Rodza, Inc; Rollco LLC; Roma Foods Inc; Roma Italian Restaurant, an unincorporated business association in Durant, Oklahoma; Roma's Italian Restaurant LLC; Romo Company; Rosati, Sauve & Associates LLC; Roth, Garrett C.; Royal Bavaria Corporation; Royal Dragon, Inc; R & R Inc.; RST Restaurants LLC; Rue Bourbon LLC; Runamuk Inc; RWC Investments LLC; Ryan, Terry Eugene; Rzepczynski, Margaret; Sage Gourmet LLC; Sakura Japanese Restaurant LLC; Salita's, Inc; Saltgrass Inc; San Marcos Mexican Restaurant Inc; Santiago's Mexican Café Inc; Savory Chef LLC; Sayre Lodging Enterprise LLC; SB Restaurant Co; Scoville's LLC; Second Street Restaurant Group LLC; Sellers Marketing Company Inc; Senor Tequila Inc; Shat Management LLC; Shift-N-Winds Inc; Shiki LLC; Shiv Hospitality LLC; Shogun OKC LLC; Shogun Tul LLC; Siegi's Sausage House Inc.; Sierra 65 LLC; Sigma Restaurant Group LLC; Signature Grill LLC; Sinbad, LLC; SJS Hospitality LLC; Smart

Thai Corp.; SML Management Company, LLC; Smokehouse Restaurant LLC; Smoke On Cherry Street LLC; Sodexo Operations LLC; Sogo Rox Eateries LLC; Solis, Joe; Sooner Restaurants LLC; Sooners or Later Inc; Soto, Carlos; South of the Border Mexican Café LLC; Spaghetti Warehouse Restaurants of America, Inc; Spam Inc; Specialty Restaurants Inc; Spitfire Grill LLC; SQ Enterprises Inc.; Steak & Catfish LLC; Steakmacher LLC; Sternad, Bruce R.; Steve's Rib Inc Edmond; Suenos Oklahoma City LLC; Sumo, Inc; SW Food Concepts LLC; Sweet Basil LLC; SWH Oklahoma Inc; Tabani OKC CRO LLC; TADJ Inc; T & A Enterprises Inc; Taj Food Service, Inc; Tarahumara's Cafe' & Cantina LLC; Tavern Ventures I, LLC; TCE I LLC; TCE II LLC; TCE III LLC; TCE IV LLC; Te Kei's LLC; Ten Star Pizza Inc.; Texas Roadhouse Holdings LLC; Texas Roadhouse of Stillwater OK LLC; Thach, Sopen; Thai Stop Bistro LLC; The Avalon Corporation; The Brook Restaurant and Bar Company; The Brook South Restaurant Limited Partnership; The Cheesecake Factory Restaurants Inc; The Cigar Box LLC; The Cliff at Cedarvale, LLC; The Consortium on Western LLC; The Cooked Goose Café LLC; The C-World LLC; The Goucho of Tulsa Oklahoma Inc; The Lipe Company; The Masters Kitchen Inc.; The Mediterranean Grill LLC; The Original VI LLC; The Painted Desert Inc; The Polo Grill Inc; The Rib Crib BBQ Inc; The Top of the Center Inc; The Upper Crust LLC; The Victor Group LLC; The Wedge Inc; The Wedge II Inc; The Wild Fork Inc; THInc LLC; Thirtyplus LLC; Tien Inc; Tijuana's Inc; Timber Lanes Bowling Center, Inc; Tio Carlos LLC; Tio's Café Mexicano LLC; Tiscareno, Leo M.;TKR LLC; TKR Catoosa LLC; TKR-Winstar LLC; Tkramer LLC; Toky Inc; Tom & Jerry Restaurants Incorporated; Tour 18 at Rose Creek LP; TP Acquisition Corp; Trappers Fish Camp Club Inc; Travis Lagaly Enterprises Inc; Tri City Mexican LLC; TriCorp Food Services Inc; T. R. M. Inc.; T.T. One Tulsa, Inc.; Tucci's Inc; Tulsa Urban Inc; Tulsa/169 Catering Co. Inc; Tuong, Lac Le; Twelve Oaks Restaurant Inc; Twin Restaurant Beverage-Oklahoma, Inc.; Two Dogs Enterprises, LLC; Two Frogs Grill Inc; Two Queen Bees LLC; Unity Management Systems Inc; Vafeas Inc; Vallarta Enterprises, LLC-Cesar Hernandez; Vallarta Mexican Restaurant of Mannford, an unincorporated business association in Mannford, Oklahoma; Vallarta Mexican Restaurant of Stroud, an unincorporated business association in Stroud, Oklahoma; Valley Management Inc; Van's Pig Stand Shawnee Inc; Vasquez, Jose; G.; Vega Ventures Inc; Villa Ravenna LLC; Vinzant Enterprises Inc; Vito's Italian Restaurant LLC; Vinzant Enterprises of Edmond Inc; Vipal Inc; Walden, Jeff L.; Walker-McGill Brookside Inc; Wasabi Japanese Restaurant, Inc; Waterfront Grill LLC; Weaver, Jim R.;

Wells, Harry E.; West, Agatha L.; Western Concepts, LLC; Western Oklahoma Cafes III LLC; Which PJs LLC; Whitbread of Oklahoma LLC; White River Fish Market LLC; Whorton's Services LLC; Wine Enterprises of Oklahoma LLC; Wingsport LP; W. P. Bistro Tulsa Inc.; Wright's Family Steakhouse, Inc; WW Concepts LLC; W-2005/Fargo Hotels (Pool D) Realty LP; Yakimono Japanese Grill Express LLC; Yakiniku Mama LLC; Yamato Incorporated; Yellowtail LLC; Yokozuna, LLC; Z Inc; Zakuti, Ismail; Zannotti Investments, LLC; Zapata's Mexican Grill Inc; Zarate Ralston LLC; Zorba's Inc; Zuider Zee Inc; 2 Manatees LLC; 5D Limited Partnership; 33 B-Side LLC; 35th & Peoria Investments LLC; 200 South Santa Fe LLC; 307 Northeast 2nd LLC; 326 E. Main LLC; 747 Asp Associates LLC; 801 South Air Depot LLC; 1492 New World Latin Cuisine LLC; 2737 Memorial LLC; 6509 NW Expressway, LLC; and 7220 So Western LLC, Defendants.

PLAINTIFFS' FIRST AMENDED PETITION

COME NOW the Plaintiffs, for themselves and then as representatives of and on behalf of all other similarly situated members of each prospective individual class as described herein, and herewith file their Amended Petition prior to service of process on any defendant. By way of this Amendment, Plaintiffs amend the names of Memorial Mexican Inc. and Juan Mora, as previously stated, respectively to Memorial Mexican LLC and Jesus Mora, and add the following additional Defendants, to-wit: Abuelita Rosa's Mexican Restaurant Inc; Aguirre, Antonio; American Golf Corporation; Bashkimi, Yksel; Chalak-M&M OK 1 LLC; Chalak-M&M OK 2 LLC; CNN LLC; El 7 Marez Inc.; El Parian Mexican Restaurant Corporation; F. G. Ventures, LLC; Fiesta Mambo LLC; Fireside Dining, an unincorporated association in Love County, Oklahoma; FPS Quail Springs LLC; Gazmend Inc.; Gibbens, Deborah Kay; Griggs, Robert; Guicho Corporation; Harris, Judy; Henry Hughes II Corporation; Hooters of Oklahoma City LLC; Hooters of Oklahoma City Inc.; Hooters of Bricktown LLC; Hooters of Bricktown Inc.; Izakaya Inc.; JBJ Restaurant Group, LLC; Jeonju Restaurant LLC; Jones & Brown Inc.; Karrie's Kaboose Club LLC; Kathryn Pemberton LLC; Los Nopales LLC; Louie's - Lynn Lane LLC; Napoli's of Claremore LLC; Napoli's of Popoca City Inc.;

Napoli's of Sapulpa Inc.; Payne Hospitality, LLC; Peyton's Place LLC; Savory Chef LLC; Sayre Lodging Enterprise LLC; Sooner Restaurants LLC; The Consortium on Western LLC; The Wedge Inc; The Wedge II Inc; Vallarta Enterprises LLC; Vasquez, Jose; G.; Waterfront Grill LLC; Wine Enterprises of Oklahoma LLC; Yakimono Japanese Grill Express LLC; and Yakiniku Mama LLC.

For their causes of action against the Defendants herein, as amended by this pleading, the Plaintiffs allege and state to the Court as follows:

INTRODUCTORY STATEMENT AND GENERAL SUMMARY OF RELIEF SOUGHT

Plaintiffs sue the named Defendants to determine that the methods they use to charge customers for the sale of certain mixed drinks is contrary to law, and for other appropriate relief to issue subsequent and ancillary to the requested judicial determination and declaration.

Plaintiffs seek, first, a **declaration by the Court**, by way of this declaratory judgment proceeding pursuant to Title 12 Okl. Stat. §§1651 *et seq*, that certain specified methods used by Defendants herein to bill their customers for the sale of mixed drinks are contrary to law and result in excessive overcharges. The specific methods which Plaintiffs allege to be wrongful, and the declarations concerning them which are sought in this action are set forth below. Plaintiffs ask that the Court's declaratory judgments be applicable to and binding upon all Defendants. After the determination and declaration by the Court, Plaintiffs then will seek additional ancillary relief, same to be particularized as to each Defendant, generally in the following manner:

Plaintiffs intend to subsequently ask that a **class action be certified for each named Defendant**, to address each wrongful billing method employed by such Defendant, according to the terms set forth below.

As to each class (for each separate defendant) which is so certified, Plaintiffs ask, first, for **injunctive relief**, to prohibit such Defendant's wrongful billing practices, and for imposition of the Court's equitable powers as may be necessary, justified, and lawful to monitor and insure continued future compliance with its injunctive orders.

As to each class (for each separate defendant) which is so certified, Plaintiffs further ask for a **money judgment for breach of contract against such Defendant**, for damages equal to the aggregate of all wrongful overcharges made by such Defendant, all as set forth below, with interest thereon, and for **an order of disgorgement of such ill-gotten gains**. Plaintiffs also seek **attorneys fees and costs**, both taxable and non-taxable, from each defendant as allowed by law.

JURISDICTIONAL AND VENUE ALLEGATIONS

1. Plaintiffs are residents of Oklahoma who sue individually, and where indicated as representatives of the classes to be determined and certified upon the issuance of the Declaratory Judgments sought herein, and as defined for each Defendant in paragraph 14.
2. Contractual transactions were entered into between Plaintiffs and the following named Defendants, within Canadian County, Oklahoma: AMF Bowling Centers, Inc.; A & D Productions, Inc.; Brinker Oklahoma Inc.; B & V Enterprises Inc; Carlito's Café-Yukon LLC; CHQ Enterprises Inc.; Don Serapio's LLC; Fuente Grande II Inc.; Interurban of Yukon Limited Partnership; JBJ Properties Inc; JBJ Restaurant Group LLC; Kampco Carino's Number 2, LLC; Los Amigos Mexican Restaurant #2, Inc; Los Sabinos Mexican Restaurant LLC; Louie's-Yukon LLC; Luigiano's Inc; ML & Sons LLC; OMB Inc; Sooner Restaurants LLC; Vallarta Enterprises, LLC; Valley Management Inc.; and Jim R. Weaver. Each of the Defendants named in this paragraph, have maintained and operated subject business establishments in Canadian County, Oklahoma, during applicable periods hereto.
3. All persons identified by Plaintiffs as being affected by the requested declaratory declarations, and whom Plaintiffs wish to bind by same declarations, are named as parties Defendant herein, pursuant to Title 12, Section 1653(A).
4. Additionally, since there are individual defendants who are being sued herein in their respective individual capacity(ies), one of them (to-wit: Jim R. Weaver) is properly sued in Canadian County as a resident or a person who may be served therein, pursuant to 12 Okl.

Stat. §139

5. Venue for the declaratory judgments sought herein is proper in Canadian County, Oklahoma pursuant to Title 12, Section 1653(B) because suit could be maintained in Canadian County against the Defendants named in paragraph 2, above, such that proper venue for this declaratory judgment lies. Also, pursuant to Section 1653, proper venue for at least one Defendant who is an individual allows joinder of all other parties.
6. All Defendants are residents of, domesticated in, and/or registered and doing business in Oklahoma and all Defendants have further subjected themselves to the application of Oklahoma law and to the jurisdiction of Oklahoma courts by applying for and agreeing to be bound by all laws and regulations related to and concerning on-premise retail liquor licenses from the Alcohol Beverage Law Enforcement Commission (hereafter “ABLE”) and liquor tax permits from the Oklahoma Tax Commission (hereafter “OTC”). Exhibit “ST” attached hereto contains the major statutory and regulatory provisions upon which Plaintiffs rely.
7. In addition to the special venue provisions pertaining to declaratory judgments, all Defendants may also be sued in Canadian County under the various provisions of Title 12 Okla. Stat. §§134, 137, 142, and 182, and/or pursuant to the cumulative provisions of §143, and/or the joinder provisions of §§2019 and 2020. As to the joinder provisions of Title 12 Okla. Stat. §2020(A)(2), all claims herein, against all parties defendant, are connected with the same subject matter of this action, involve common questions of law and fact, and are suitable and proper subjects for such joinder, in that: all of the named Defendants hold a “mixed beverage license” from ABLE; all Defendants set forth in Exhibits A, B, C, E, F, G, I, J, and K attached hereto, advertise the price of certain mixed beverages [as defined by Title 37 Okl. Stat. §506(22); hereafter “drinks”] which they offer for sale to their customers; and all Defendants breach their sales contract by overcharging their consumers as set forth below.
8. All issues involved in this controversy are subject to decision and interpretation by

application of the laws of the State of Oklahoma.

9. All acts complained of, and all sites where such acts occurred, are within the State of Oklahoma.
10. The District Court of Canadian County has jurisdiction over the parties and over the causes of action brought hereunder by Plaintiffs.
11. Certain Defendants which are unincorporated associations, are being sued under the common appellation they use in transacting their business, pursuant to Title 12 Section 182. Such common appellations are set forth in the style of this cause and in the respective exhibits attached hereto, and names of individuals known or alleged by Plaintiffs to be associated with such "common appellation unincorporated associations" are as follows:

A-Sensu, an unincorporated business association formerly in Tulsa, Oklahoma, composed at least in part of Roger Earl carter and Kiat T. Jaziwicz;

Anda Family Trust, an unincorporated business association formerly doing business in Bartlesville, Oklahoma, under the trade name of "Aromas" composed at least in part of members of the Anda Family Trust operating in Bartlesville, Oklahoma;

Bubba's, an unincorporated business association near Durant, Oklahoma, composed at least in part of Jerry Hagler and Benjamin Jay Merrill;

Café Alley, an unincorporated association in Ardmore, Oklahoma, composed at least in part of Gary Jackson and Jeannine Jackson, and Jasyn Norton and Samantha Norton;

Castle Falls, an unincorporated business association in Oklahoma City, Oklahoma, composed at least in part of Amy Rollins and Ralph D. Rollins;

El Vallarta's Mexican Restaurant, an unincorporated business association in Cleveland, Oklahoma, composed at least in part of Jesus Esparza, Luis Miguel Esparza, and Imelda Esparza;

Fireside Dining, an unincorporated association in Love County, Oklahoma, composed at least in part of Gary Jackson and Jeannine Jackson;

Gabriella's, an unincorporated business association formerly in Oklahoma City, Oklahoma, composed at least in part of Peter Seay and Kelli Seay;

Los Arcos, an unincorporated business association in Edmond, Oklahoma, composed at least in part of Fernando Garcia and Rene Diaz Hernandez;

Los Dos Amigos, an unincorporated association in Norman, Oklahoma, composed at least in part of Javier Ruiz and Maria Ruiz;

Los Mejores Amigos, an unincorporated association in Ada, Oklahoma, composed at least in part of Benigno (Benny) Ruiz and Carmen Ruiz;

Luigi's, an unincorporated business association in Ardmore, Oklahoma, composed at least in part of Donika Abazaj and Antonio Haxhiraj;

Napoli's of Chickasha, an unincorporated business association in Duncan, Oklahoma, composed at least in part of Dren Dibra and Petrit Dobroshi;

Napoli's of Duncan, an unincorporated business association in Duncan, Oklahoma, composed at least in part of Avnor Dalipi, Petrit Dobroshi, and Xhemajl Hashani;

Nueva Vallarta Mexican Restaurant, an unincorporated business association in Cushing, Oklahoma, composed at least in part of Jesus Esparza, Luis Miguel Esparza, and Imelda Esparza;

Papa Gjorgjo, an unincorporated business association in Ada, Oklahoma, composed at least in part of George (Nafi) Velu and Gay Harrison-Velu;

Queen of Sheba, an unincorporated business association in Oklahoma City, Oklahoma, composed at least in part of Begib Younis, Mimi Younis, and Askale T. Gabreselassie;

Road House Bar and Grill, an unincorporated association in Durant, Oklahoma, composed at least in part of Adam Cole and Ingrid Cole;

Roma Italian Restaurant, an unincorporated business association in Durant, Oklahoma, composed at least in part of Gzim Krasniqi and Tony Krasniqi;

Vallarta Mexican Restaurant of Mannford, an unincorporated business association in Mannford, Oklahoma, composed at least in part of Jesus Esparza, Luis Miguel Esparza, and Imelda Esparza;

Vallarta Mexican Restaurant of Stroud, an unincorporated business association in Stroud, Oklahoma, composed at least in part of Ramon Macias and Imelda Esparza;

Such named individuals are liable as a matter of law for damages and costs assessed against such entities, as being part of and responsible for such unincorporated associations, as are any other individuals whose association with any such unincorporated associations becomes known and proven during the course of this litigation.

DEFINITIONS AND GENERAL FACTUAL ALLEGATIONS

11. The following outline of factual allegations applies generally to each and all of said Defendants:

(a.) Each Defendant operates one or more licensed mixed beverage retail outlet(s) licensed by the State of Oklahoma for on-premise sale and consumption of drinks as a "mixed beverage licensee," held open for business to the general public including *inter alia* all Plaintiffs and consumers relevant hereto [hereafter "store(s)"];

(b.) Each of said Defendants, while engaged in retail sales of drinks, holds itself out to the general consuming public as a fit and licensed, legally constituted and operating

establishment for such purpose;

c.) In the course of such business operations, a contract is entered into between store and customer each time the store agrees to furnish such mixed drink and customer agrees to pay for same by paying the lawful charges therefor;

(d.) Each individual sale by each Defendant to each consumer constitutes a contract for the sale of goods between the parties, and is subject to all applicable terms and conditions implied and applied as to such contracts, including observance of applicable regulatory laws and the implied duties of good faith and fair dealing;

(e.) The “bills”, “tickets”, and/or “invoices” [hereafter “ticket(s)”] by which each Defendant informs its customers of the amount owing on the sale are the memorialized writings of each contract entered between each such Defendant and each customer, containing all relevant terms of the agreement underlying the transaction;

(f.) All of the terms and conditions of express contracts in writing apply hereto, including general application of the five (5) year statute of limitations for disputes concerning written contracts as well as imposition of interest thereon according to statute, specifically Title 23 Okl. Stat. §6;

(g.) All of said contracts are “relating to the purchase or sale of goods or merchandise” and this action is a “civil action to recover” on such contracts, thus being subject to the provisions of law relating to recovery of costs and attorneys’ fees for such actions;

(h.) By operation of law, each contract is subject to sales tax at each particular locale in which the selling store is situated, determined by adding the state-wide tax rate (4.5%) to any applicable county and local/municipal sales taxes for said locale, said sales tax to be assessed and collected as part of the transaction, upon those certain specified components of the subject sales transactions to which it lawfully is to be applied. Specific tax rates for each

locale and each individuated time period (expressed as "STR") involved in this lawsuit have been ascertained and utilized in preparation and calculation of exhibits used herewith for the estimation of damages (see Exhibit Z attached hereto , which Exhibit utilizes the sales tax rates and figures provided by the Oklahoma Tax Commission, although such official records replace the figures in Exhibit Z in the event of scrivener's error therein);

(l.) The said contracts entered into between Defendant(s) and customers are informed with and include, *inter alia*, all applicable laws and legislative enactments pertaining to such contracts, including the lawful and accurate statement of amounts owing and the lawful and proper statement, assessment, and appropriate collection of applicable taxes. Said contracts also include an implied duty to obey the law and not to charge more than the applicable and lawful price for said contract;

(j.) Each Defendant has wrongfully overstated the amount owing for purchases of drinks and has collected an excessive amount from said customers, by overstating the alleged taxes applicable to and comprising the total billing for such transaction;

(k.) Such billing practices are wrongful breaches of contract by the each Defendant herein, done repeatedly and knowingly to its customers during all relevant times hereto;

(l.) The collective or aggregate amount of such billing overcharges committed and collected by each respective Defendant has resulted in the wrongful enrichment of each respective Defendant in an amount equal to such aggregate amounts of overcharges;

(m.) The amounts of such contract breaches and resulting overcharges by Defendants are relatively small as to each individual transaction between the various Defendants and customers, but the cumulative amounts of money unlawfully and improperly charged by the Defendants overall as a result of these transactions are very large and constitute extraordinary sources of ill-gotten monetary gain for the Defendants, which Plaintiffs seek to disgorge from each such Defendant for its separate damages on a Defendant-by-Defendant basis, via means

of one of the ancillary remedies sought in this lawsuit subsequent to declaratory rulings;

(n.) Each Defendant has sworn to familiarize itself with all relevant facets of Oklahoma law concerning the dispensing and sale of mixed drinks and billing charges therefor, so that all of said overcharges and breaches of contract have *per se* been committed knowingly and in breach of the duty of good faith attendant thereto and cannot be excused by claims of ignorance of the proper procedure;

(o.) Applicable laws in Title 37 set forth that there is a 13½ % gross receipts tax [hereafter “liquor tax”] on the “total gross receipts” from the sale of all drinks (that is, all mixed beverages as defined by Section 506);

(p.) The tax is a direct tax to be collected from the customer at the time of the sale;

(q.) The statutes provide, at Section 576(B)(2) that: “ ‘Total gross receipts’ means the total amount of consideration received as charges for admission to a mixed beverage establishment as provided in paragraph 4 of subsection A of this section and the total retail sale price received for the sale, preparation or service of mixed beverages, ice, and nonalcoholic beverages to be mixed with alcoholic beverages. **The advertised price of a mixed beverage shall be the sum of the total retail sale price and the gross receipts tax levied thereon**” [emphasis added];

(r.) The statutes further provide, at Section 576(B)(3) that: “ ‘Total retail value’ means the total amount of consideration that would be required for the sale, preparation or service of mixed beverages;”

(s.) The statutes further provide, at Section 576(E) that: “The total of the retail sale price received for the sale, preparation or service of mixed beverages, ice, and nonalcoholic beverages to be mixed with alcoholic beverages shall be the total gross receipts for purposes of calculating the sales tax levied in the Oklahoma Sales Tax Code. . .”

12. Plaintiffs allege that all of the Defendants herein overcharge for the sale of mixed beverages

to their customers, by various misapplications of the above referenced statutory provisions in the calculation of their charges for drinks which are offered for sale at advertised prices.

13. Defendants set forth in Exhibits A, B, C, E, F, G, I, J, K, as well as some Defendants in Exhibit M (all attached hereto) advertise, in one fashion or another, the prices of some or all of the drinks they have for sale; there is great variety and creativity among the Defendants as to the form such advertising takes.

REQUESTED DECLARATORY JUDGMENT RULINGS

Calculation of overcharges and appropriate corrective/remedial action concerning such overcharges, depend upon and are ancillary and subsequent to this Court making requested declaratory judgments concerning the meaning and construction of the applicable statutory provisions and their proper application in determining the rights of the various parties in relation to the allegations herein. Of particular importance is a working definition of what constitutes price-advertising within the meaning of the applicable statutes. Plaintiffs argue for an expansive and all-inclusive construction of the meaning of "advertised price" and for additional rulings premised thereon. Plaintiffs request that the Court issue the following specific declaratory rulings:

- A. The liquor tax imposed by Title 37 Section 576 is a direct tax upon the sale of a mixed beverage, and as such it is charged to the customer. The customer pays the tax to the retailer, who collects it from the customer and remits it to the state.
- B. These declaratory rulings apply to all sales of all types of "mixed beverages", which are defined as any beverage composed in whole or part of any alcoholic beverage, including beer containing more than 3.2% of alcohol by weight, wine containing more than ½ of 1% alcohol by weight, sake, spirits other than wine or beer which contain more than one-half of one percent (½ of 1%) alcohol measured by volume and obtained by distillation, including without limitation whiskey, brandy, rum, gin, vodka, liqueurs, cordials and fortified wines and similar compounds, and also including every liquid or solid containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by human beings, but not including low-point ("3.2") beer.
- C. Each defendant herein, by obtaining an on-premise license from ABE and by obtaining a permit from and participating in the collection and remitting of liquor taxes with OTC, has submitted itself to and is bound by all provisions of applicable statutory and regulatory laws relating to the collection, remitting, and related features of the referenced liquor tax regimen.

- D. The retailer has the option either to charge and collect the tax as part of ("within") the stated price of the mixed beverage, or to add the tax "on top of" the stated price, except if its price is advertised. When the price is advertised, the statute applies special rules.
- E. The "advertised price" as used in Title 37 Section 576, means the price of a mixed beverage offered for sale, which price is made known to the public prior to the sale of such mixed drink by any means whatsoever, which advises, announces, appries, commands, gives notice of, informs, makes known, publishes, or calls attention to such price. Advertisement of the price includes any written, oral, or graphic statement made by the seller in any manner in connection with the price of such mixed beverage. Examples of methods and mediums of price advertisement include statements and representations that are: made in a newspaper or other publication; or broadcast on radio or television; or are available on any part of the internet; or are contained in any notice, handbill, sign, catalog, menu, drink list, or letter to which the consuming public has access.
- F. The advertised price (as defined above) of a mixed beverage already includes the liquor tax within such advertised price.
- G. The sale of a mixed beverage whose price is advertised (as defined above) is not subject to the imposition of any additional liquor tax.
- H. The sale of a mixed beverage whose price is advertised (as defined above) is subject to no more than the applicable sales tax rate to be applied only upon that part of the advertised price which is other than the liquor tax (that is, 100/113.5 of the advertised price), or in other words at a rate no greater than 88.106% of the applicable sales tax rate for the locality.
- I. The effect of the above declarations means that the total of any and all taxes imposed by the seller upon the sale of a mixed beverage whose price is advertised (as defined above) cannot exceed 88.106% of the applicable sales tax for the locality.
- K. If a mixed beverage is not price-advertised, and no liquor tax is explicitly charged thereon no more than 88.106% of the applicable sales tax for the locality may be imposed upon such sale.
- L. Attempts to contractually alter the legislative scheme concerning advertising, pricing, payment, and collection of the liquor tax are void as against public policy.
- M. Employment of a percentage rate for calculation of either the sales tax and/or the liquor tax which is higher, respectively, than the applicable sales tax rate for the locale and/or the 13.5% statutory liquor tax rate, is an excessive charge against the buyer of any drink upon which such alleged tax rate is assessed.

Based upon, and subsequent to, the determination and issuance of the declaratory rulings sought above, Plaintiffs will seek additional and further ancillary relief as allowed by Title 12 Section 1655, to-wit: the creation and certification of a separate class for each respective and separate Defendant. At such time the Plaintiffs will move for class certification(s) as may be

appropriate as to and for each separate Defendant(s), based upon the extent of the “advertising definition” and other declaratory rulings adopted and/or issued by the Court. For each separate Defendant thereupon selected by Plaintiffs to be the focus and subject of a respective separate class proceeding, Plaintiffs will seek injunctive and related relief and money damages with an appropriate orders for disgorgement and concerning placement or distribution of such disgorged funds. In respect to these additional forms of relief, Plaintiffs state as follows:

CLASS ACTION ALLEGATIONS

14. The Plaintiffs are residents of the State of Oklahoma suing pursuant to Title 12 Okla. Stat. §2023, who will thereupon bring a separate class action against each separate Defendant herein, on their own behalf and on behalf of all other persons similarly situated, as representative plaintiffs for the class represented, to-wit:

As to and for each separate Defendant, that respective class for such defendant is composed of each consumer who at any time from and after February 16, 2006, (or sixty months prior to the date of filing this Amended Petition, for newly named Defendants) has purchased a mixed alcoholic beverage from such Defendant and who has been overcharged by such Defendant on the sale of said drink in violation of the declaratory rulings issued by the Court as stated above.

For and as to each separate and individual Defendant and concerning the class focused and based upon such respective individual Defendant, all members thereof are either residents of Oklahoma, or are nonresidents all of whose cause of action arises from conduct occurring within the state, namely the wrongful overcharges on drink sales made by in-state on-premises retailers.

15. That the Plaintiffs are proper representative plaintiffs for the respective classes to be created in and through this action.
16. Such separate ancillary proceedings will meet the prerequisites for maintenance of class actions

under Title 12 Okla. Stat. §2023 (A) (1 through 4) in the following particulars:

(a) As to Numerosity: The exact number of members of each separate class (for each respective Defendant) is not known, but there certainly hundreds and probably thousands of such members for each individual Defendant, and they are so numerous that the joinder of individual members in this action is not only impracticable but simply not possible;

(b) As to Commonality: There are common questions of fact as to the contracts entered into and the overcharges collected thereunder. There are also common questions of law and fact in the actions that relate to and affect the rights of each consumer, namely common questions of law regarding the application of provisions of Oklahoma law dealing with collection of the liquor tax and/or sales tax imposed by Oklahoma law on sales of mixed alcoholic beverages, and the relation of same to computation of billing charges, applicable sales tax, and Oklahoma contract law, for sales of mixed drinks to consumers and resulting overcharges for said sales, to the unjust enrichment of Defendants. The relief sought is common to the entire class;

(c) As to Typicality: The claims of the plaintiff representatives are typical of claims of all members of each class in that the claims of all members of the class depend on the showing of the acts and omissions of the Defendants giving rise to Plaintiffs' right to the relief sought herein, and there are no differentiating claims or defenses which bear upon the typicality issue. All of the claims against each separate Defendant are grounded upon the same common legal bases and will be proven by written records prepared, submitted, and required by law to be kept by such Defendant. Specifically, one or more of the Representative Plaintiffs has purchased a drink from each Defendant in each class, in the same manner and under the same circumstances as every other consumer who did business with such Defendant during the period covered hereby, and each has been overcharged as a result of such transaction in the same manner and way as every other consumer in dealing with such Defendant; and,

(d) As to Fairness and Adequacy of Representation: The named Plaintiffs are able to and will

fairly and adequately protect the interests of the overall class and of each respective sub-class. The attorneys for the plaintiffs are experienced and capable attorneys with considerable experience in litigation (including class actions), and in commercial, contract, governmental, and regulatory law, all as will be set forth more fully in subsequent applications to the Court for appointment of class counsel at later certification hearings.

17. This action is properly maintained as a class action under §2023 (B) (3), with separate class treatment for and as to each Defendant, in that the common questions of law and fact and the relief sought herein apply generally to the whole of each class, making relief appropriate for the whole class, and in that such common questions of law and facts vastly predominate over any questions (if any) affecting only individual members. There are no such individuating circumstances, and a class action will be superior to other available methods for the fair and efficient adjudication of this controversy.
18. Because all Defendants are required by law to keep “all cash register records and receipts” from the sales of mixed drinks and are also required to keep records of all advertised prices for drinks [37 §561 and 710 OAC 20-5-7], such records, upon discovery and production, as well as monthly OTC liquor tax returns and remittances, will in and of themselves establish the amounts of overcharges or misapplications of proceeds with respect to each retail establishment owned and operated by each Defendant. No individual or cumulative testimony will be necessary to establish the extent of liability for overcharges. There is no individuation or variation of circumstance to detract from the efficient and proper administration of this class action proceeding, since the records which are required to be kept, and statistical data derived therefrom, will speak for themselves and no circumstances exist for claim differentiation which might deter or detract from administration of each respective separate class action for each individual Defendant, as prayed forth herein.
19. Plaintiffs further allege that the relatively minimal damages suffered by each consumer member

of each respective separate class make individual actions impracticable and that a class action is the only practical way for Plaintiffs to seek redress of their complaints and to obtain such full and complete disgorgement from each such separate and individual Defendants of its ill gotten gains as justice requires.

20. Manageability of each class will be expedited by the proof measures outlined immediately above, and further, Plaintiffs intend to propose use of some form of equitable, *cy pres* or fluid recovery concept for distribution of funds recovered from each separate defendant in each separate class action proceeding, which might remain after claims payment administrative procedures or otherwise, thus reducing the manageability issue both for class membership identification and notice, and for fund distribution as well.

ACTION FOR INJUNCTIVE RELIEF AND RELATED ORDERS

Plaintiffs also intend to ask for other ancillary subsequent relief, in the form of a permanent injunction against each Defendant, prohibiting said Defendant, and all employees, servants, officers, agents, or others acting by, through, or on behalf of such Defendant, from the continuation of such unlawful and improper violations of law and breaches of contract resulting in such overcharges, and for such imposition of the Court's equitable powers as may appear necessary and justified and be allowed by law, to monitor and insure future compliance with any such injunctive orders as may be issued by the Court.

ACTION FOR DAMAGES FOR OVERCHARGES, WITH RESTITUTION EFFECTED BY MEANS OF AN ORDER OF DISGORGEMENT AND ORDERS CONCERNING PAYOUT OF FUNDS

Plaintiffs will also seek a judgment for money damages, through a subsequent and separate ancillary class action proceeding against each separate individual Defendant herein, for breach of contract, in an amount equal to the total of such breaches of contract and resulting collective overcharges elicited by each said Defendant from its customers in the manner described herein, from and after February 16, 2006, (or sixty months prior to the date of filing this Amended Petition, for

newly named Defendants) or since inception of Defendant's business (whichever is later in time), through date of filing this petition and continuing onward until the earlier date either of final resolution of Plaintiffs' claims or cessation of alleged wrongful overcharges. Plaintiffs will also ask at such appropriate time for judgment in such amount and for an appropriate Order or Judgment also requiring the disgorgement of same and payment over as ordered by the Court upon hearing.

Because of the extraordinary number of consumer members of each class and the impracticability of dividing and distributing funds received to same (coupled with each consumer's right to "opt out" of the class and proceed individually with a consumer protection action or other appropriate litigation which Plaintiffs will take pains to make known to the public), Plaintiffs respectfully suggest to the Court, at such appropriate time *in futuro*, that in addition to any claims payment administrative system which the court may direct and approve, that one or more fitting non-profit organizations (registered and recognized accordingly by the Internal Revenue Service and to be suggested to the Court by Plaintiffs prior to noticed hearings concerning disbursement of funds) would be appropriate receptacles to be designated for receipt, use, and accounting of any remaining unclaimed proceeds from such ill-gained disgorged proceeds for the public benefit through purposes and activities which are cognizant and protective of, or promotional toward, consumer rights issues and commercial transparency, integrity, and legal/regulatory compliance.

Plaintiffs will further ask for interest thereon as allowed by law at the statutory rate thereon, and further, that Plaintiffs be awarded some reasonable part of proceeds received as reimbursement for their costs, time, and efforts on behalf of the consuming public in bringing this matter to justice and seeking the relief set out herein, and for their attorney fees and for all costs, taxable and otherwise, as have been expended in pursuit of the remedies sought herein and as allowed by law.

21. For purposes of distinguishing among Defendants and their licensing character, Plaintiffs state that for all Exhibits and references thereto, A, E, I, and Q reference holders of ABLE on-premise "mixed beverage" licenses; that B, F, J, and R reference holders of ABLE on-premise

“combination mixed beverage and caterer” licenses; and that C, G, K, and S reference holders of ABLE on-premise “beer and wine” licenses.

**WRONGFUL OVERCHARGE PRACTICE(S) ALLEGED TOGETHER WITH
ESTIMATE OF DAMAGES CLAIMED AGAINST EACH DEFENDANT**

22. Exhibits A, B, C, E, F, G, I, J, and K are attached hereto and made a part hereof. Each Exhibit lists for each Defendant: stores operated by each Defendant at which the particular wrongful practice occurs; specific transaction information for at least one of said stores; designation of the calculation factors used in each case (as explained below); and an estimate of damages for each store.
22. Exhibits A, B, and C list all Defendants who overcharge customers by violating each and both of the requested declaratory rulings “G” and “H,” that is, by advertising the sales price and then adding both an additional liquor tax and a sales tax based on the entire advertised price.
23. Exhibits E, F, and G list all Defendants who overcharge customers by violating requested declaratory ruling “F,” that is, by advertising the sales price and then adding an additional liquor tax to the advertised price. Note that as to these exhibits and the Defendants listed thereon, allowance has been made for the fact that each such Defendant could have charged a sales tax and this amount is deducted appropriately from the damage calculation factors.
24. Exhibits I, J, and K list all defendants who overcharge customers by violating requested declaratory ruling “H,” that is, by advertising the sales price and then adding a sales tax based on the entire advertised price.
25. Exhibit Y, attached hereto and made a part hereof, shows the estimated gross sales of mixed beverages for an “average” hypothetical Defendant for each of the sixty months prior hereto beginning with February, 2006. The sources and methodology contained in Exhibit Y is explained in the key to said exhibit; the month of February, 2006, has been adjusted and pro-rated to allow for the applicable limitations period dating from date of filing hereof, as

explained in such exhibit.

26. As to Exhibits A, B, C, E, F, G, I, J, and K, the figures shown in the columns after each store represent, respectively:

(a) the period of duration of the violation (“FROM” and “THRU”) which, taken together, present the period of duration [“DUR”] when the alleged overcharge was practiced;

(b) expressed by numbers showing when such violation began and its conclusion, such numbers corresponding to the same numerical order for each month used in Exhibit Y;

(c) the estimate of gross sales (GS) expressed as a multiplier factor applied to the “average sales” for each month as shown in Exhibit Y; and,

(d) the applicable percentage (AP) of the total estimated sales upon which the violation was applied at such store during such period;

(e) calculation of damages have then been made for each duration period for each applicable tax rate using the appropriate error rate (ER);

(f) the error rate (ER) for Defendants listed in Exhibits A, B, and C is expressed mathematically, as a percentage of the applicable sales of price-advertised drinks, by a formula to be applied to the advertised selling price as follows:

$$[.135 + (STR \times .11894)] = ER$$

(g) the error rate (ER) for Defendants listed in Exhibits E, F, and G is expressed mathematically, as a percentage of the applicable sales of price-advertised drinks, by a formula to be applied to the advertised selling price as follows:

$$[.135 - (STR \times .88106)] = ER$$

(h) the error rate (ER) for Defendants listed in Exhibits I, J, and K is expressed mathematically, as a percentage of the applicable sales of price-advertised drinks, by a formula to be applied to the advertised selling price as follows:

$$STR \times .11894 = ER.$$

27. Based on the applicable factors of calculation for each locale and time period, as explained above, estimated overcharges have been calculated according to the following formula:

$$\text{DUR} \times \text{GS} \times \text{AP} \times \text{ER} = \text{ESTIMATED DAMAGES}$$

28. The “damages column” represents Plaintiffs’ best analysis or estimate of the size and nature of total class claims against each Defendant for the violation sued upon herein and calculated in each exhibit.. During discovery, statistical analysis of records kept by each Defendant will make more complete and accurate figures available; Plaintiffs will seek judgment as determined by the actual facts adduced, and offer the figures herein only to inform the parties and the Court as to the approximate amounts of Plaintiffs’ claims against each individual Defendant regarding its separate damages, with such damages continuing and increasing from and after the period covered by such exhibits until the earlier of final resolution of Plaintiffs’ claims or cessation of alleged wrongful overcharges.
29. Some Defendants (as listed on Exhibits I, J, and K) wrongfully compute their billing charges by application of an alleged sales tax to the entire price of their price-advertised mixed drink when the law states that sales tax is to be applied only to that portion of the sales price which does not include the liquor tax (per requested Declaratory Ruling H, above). Analysis of this practice and mandate of applicable law show that said Defendants’ use of the same method of sales tax calculation for drinks which are not price-advertised is also erroneous, since retailers must collect the liquor tax as a direct tax upon the sale and this can lawfully be done, either by adding the liquor tax to the retail price of the mixed drink or by including the liquor tax in the stated retail price and then applying the sales tax only to the appropriate 88.106% of the stated retail price, but not to the portion of said price which constitutes the exempt liquor tax portion. In the absence of price-advertising, either an express, stated external liquor tax is charged, or

such tax must my operation and intent of applicable law, be deemed to be already and automatically included in the stated price. Accordingly, Plaintiffs seek money damages against these Defendants (set forth on Exhibits Q, R, and S), on the same mathematically calculated basis used for Defendants in Exhibits I, J, and K. Pertinent interpretative and explanatory comments set forth above as to other exhibits also apply to Exhibits Q, R, and S.

30. Exhibit "M" attached hereto lists Defendants who are not readily grouped in any other exhibit, but who nevertheless engage in billing practices that violate one or more of the various Declaratory Rulings requested herein, and against whom similar appropriate relief is sought. The wrongfulness of the specific billing practice engaged in by each such respective Defendant, as well as ticket, duration, and calculated estimates of damages are set forth in said Exhibit.
31. Plaintiffs point out that some Defendants are listed on more than one Exhibit because these Defendants use or have used more than one erroneous billing practice, and/or have held different on-premise licenses during the applicable period. All Defendants are accordingly directed to Exhibit X, which is a compilation summary showing all Defendants, with violation classifications alleged and total estimated damages claimed against each Defendant in this lawsuit. As all money damages to be claimed in this lawsuit sound in contract, the provisions of Title 12 Okla. Stat. §2008(A)(2) are not applicable; however, Plaintiffs state that the amounts shown on Exhibit X are Plaintiffs' best estimate of total money damages claimed against each Defendant in this lawsuit, exclusive of attorney fees, costs, interest, and any costs associated with requested remedial measures which the Court may grant or subsequently order.
32. Plaintiffs further state that there is no joint liability is asserted between different Defendants herein.
33. In the event of default by any Defendant, Plaintiffs state that the estimates put forth in the

various Exhibits and compiled in Exhibit X are only Plaintiffs' estimates. They are subject to revision through discovery and the course of litigation, and further the tickets designated in such Exhibits are merely representative of the patterns of transactions allegedly entered into by Defendants and their customers, and Plaintiffs reserve the right to supplement same with additional information as may be necessary during the course of litigation to prove the underlying allegations asserted herein. However, when supplemented by testimony from the respective Plaintiff who acquired such ticket or other probative information upon which the estimates contained in such Exhibits are based, such figures sufficient to establish a basis for the amount of damages to be awarded against such defaulting Defendants in the event of subsequent ancillary proceedings, as supplemented appropriately for periods of duration from and after the period covered by applicable exhibits. Each Defendant is hereby put on notice concerning the amount of judgment to be claimed against it in event of default, along with additional interest, costs and attorney fees as allowed by law.

**REQUEST FOR CERTAIN ADMINISTRATIVE AND PROCEDURAL
ORDERS CONCERNING AND RELATING TO THIS INSTANT ALSO
OTHER COMPANION LAWSUIT(S) WITH SIMILAR APPLICATIONS
OF LAW AND SIMILAR FACTUAL CIRCUMSTANCES**

Plaintiffs simultaneously herewith and/or subsequently hereto, are or will be making applications to the Court for issuance of certain administrative orders as allowed by law and in furtherance of the efficient administration of this multi-partied case, with reference being made to such application(s) as may be on file in the record of this cause.

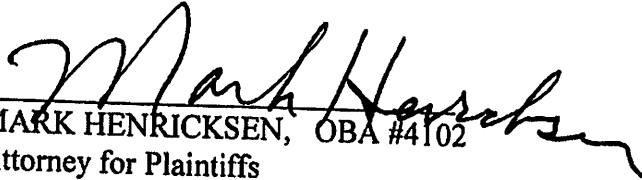
CONCLUSION AND PRAYER

WHEREFORE, Plaintiffs respectfully request judgments as set forth herein, and all such other relief as may be just and proper including such ancillary and subsequent relief as may be warranted and

requested after the Court's determination of the various declaratory rulings sought herein.

Dated this 5th day of August, 2011.

HENRICKSEN & HENRICKSEN,
LAWYERS, INC.


MARK HENRICKSEN, OBA #4102
Attorney for Plaintiffs

HENRICKSEN & HENRICKSEN
LAWYERS, INC.

For all purposes in connection with this litigation please contact counsel for plaintiffs using the following address and contact information:

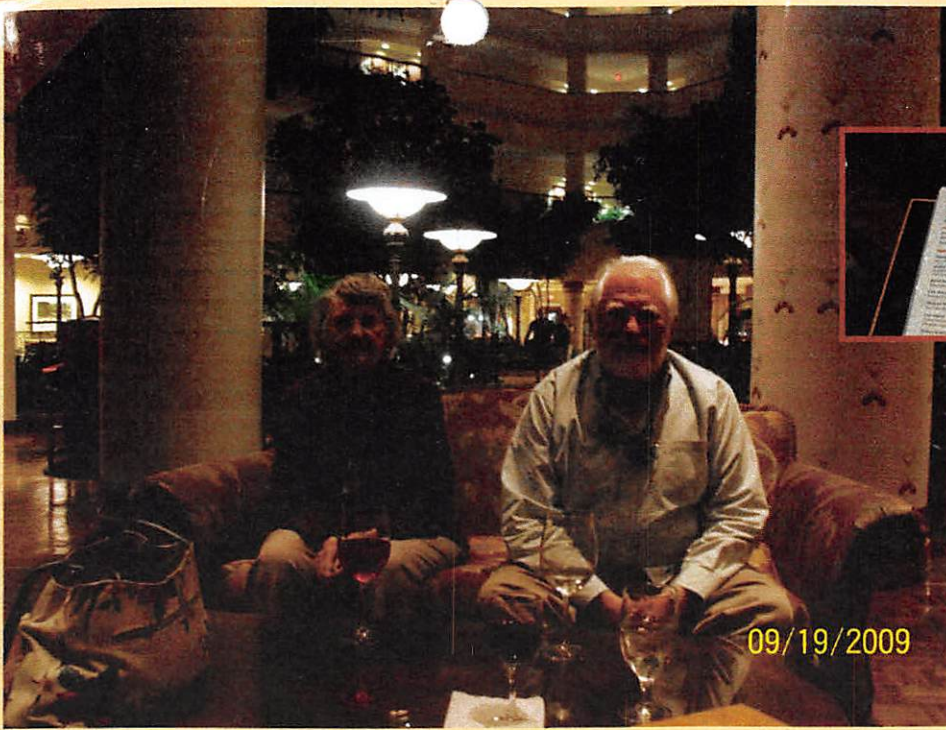
HENRICKSEN & HENRICKSEN, LAWYERS, INC.

via mail at P. O. Box 698, El Reno, Oklahoma 73036

via telephone at (405) 295-2220 and via facsimile at (405) 295-2230.

Although general information concerning this suit may be found at www.liquortaxlawsuits.com, in accordance with applicable court rules, counsel hereby advise that they do not consent to accept service of any kind of communication regarding this case by electronic means.

Mama Mia Enterprises LLC	Gina & Gulseppl's - Jenks	4/18/2009	30041	86	1	1.00	0.85	748,888	636,640	0.14513	92,398	92,398
Marcus Skirvin Inc	Skirvin / Red Plano Bar	10/8/2010	9042	53	1	2.00	0.95	623,397	1,184,455	0.14496	171,699	171,699
Mayo ABC, LLC	Mayo Hotel - Trula Bar	3/7/2010	37	21	1	2.50	0.50	253,403	316,754	0.14513	45,971	45,971
McGill's 81st Inc	McGill's - Tulsa Yale	1/24/2009	107639	38	1	2.00	0.50	450,824	450,824	0.14513	85,399	85,399
Miss Addie's Inc	Miss Addie's - Muskogee	4/2/2009	36	49	1	0.85	0.35	578,047	172,268	0.14598	25,130	
				58	50	0.85	0.35	94,968	28,252	0.14529	4,105	
				64	59	0.85	0.35	60,332	17,489	0.14559	2,813	
				66	65	0.85	0.35	14,643	4,358	0.14541	633	32,482
Muskogee Jasper's Inc	Jasper's	Inferred		49	41	1.00	0.25	103,020	25,755	0.14598	3,757	
				58	60	1.00	0.25	94,968	23,742	0.14529	3,449	
				64	59	1.00	0.25	60,332	15,093	0.14559	2,198	
				66	65	1.00	0.25	14,643	3,881	0.14541	532	9,935
Nonna's LLC	Nonna's	7/1/2011	10080	68	1	2.50	0.85	748,888	1,591,600	0.14498	230,718	230,718
OK Beverage Corp of Kentucky	Texas Roadhse - OKC I-40	5/16/2007	60081	66	41	2.00	0.25	272,961	136,481	0.14498	19,794	
	Texas Roadhse - OKC Tulsa			66	41	2.00	0.25	272,961	136,481	0.14613	19,807	38,592
OK Fondue LLC	Melting Pot OKC	1/25/2011	10008	43	1	2.00	0.90	610,466	918,922	0.14498	133,193	133,193
OKC/Myriad Gardens Catering Co Inc	Renaissance Hotel OKC	6/3/2009	2487	66	1	1.10	0.70	748,989	576,721	0.14498	83,601	83,601
One Hundred Five Degrees, LLC	105 degrees	12/2/2010	52	23	1	1.00	1.00	275,515	275,515	0.14498	39,939	39,939
OPIA Entertainment Group LLC	The Brasserie - Tulsa	7/19/2011	20023	46	1	1.25	0.60	544,677	408,608	0.14513	59,287	59,287
Pauls Place LLC	Pauls Place	7/23/2009	202	68	1	1.00	0.60	748,989	449,393	0.14511	65,211	65,211
PMD Investments LLC	Sail Asian Bistro	9/1/2010	91271	40	1	1.00	0.90	478,027	380,822	0.14498	55,204	55,204
POK I Beverage Services LLC	Blue Fire Grill Waterford	6/22/2010	60037	52	1	1.10	0.80	612,026	539,593	0.14498	78,073	
	Murphy's Chop House	Inferred		68	53	1.10	0.80	136,962	120,258	0.14498	17,472	95,545
POK II Beverage Services LLC	Doubletree - Warren Duck	3/19/2007	1195789	27	1	1.25	0.80	322,431	322,431	0.14513	46,794	
	Greenleaf's on the Park	Inferred		68	28	1.25	0.80	426,557	426,557	0.14513	61,906	109,701
Pearl's Bricktown Inc	Pearl's Crabtown	9/1/2009	2746	41	1	1.50	0.70	489,338	513,803	0.14498	74,481	74,481
Pepper's Grill (Claremore) Inc	Pepper's Grill - Claremore	9/12/2009	200081	66	1	1.25	0.20	748,888	187,247	0.14570	27,282	27,282
Portobello Inc	Deep Fork Grill	8/3/2011	10007	68	1	2.50	0.30	748,888	561,741	0.14498	81,430	81,430
Premier Hospitality Group LLC;	Kem's Restaurant-Holiday Inn &	8/1/2010	1681	18	1	1.00	0.50	196,001	98,001	0.14498	14,206	14,206
R B Chimi's LLC	Chimi's 81st	11/7/2009	77180	41	1	1.25	0.35	489,338	214,085	0.14513	31,070	31,070
Restaurant Biz Inc	Oeage (Gilcrease)	1/17/2009	3547	40	1	0.75	0.35	476,027	124,957	0.14541	18,170	
	Callstoga	11/21/2009	218	21	1	1.25	0.70	253,403	221,728	0.14513	32,179	60,747
Restaurant Concepts, LLC;	West	11/24/2010	103	11	1	2.25	0.70	134,484	211,813	0.14498	30,705	30,705
Richard Clark & Co LLC	French Hen	2/28/2009	548	66	1	1.00	0.70	748,989	524,292	0.14351	75,243	75,243
Riffel, Loren D.	JB's Steakhouse	10/24/2009	10045	19	1	2.00	0.75	230,409	345,813	0.14560	50,285	
				27	20	2.00	0.75	92,023	139,034	0.14475	19,981	70,288
Rococo NP LLC;	Rococo North Park	7/6/2011	10002	9	1	2.00	0.70	111,856	158,319	0.14498	22,660	22,660
Rosat, Saive & Associates LLC	Prohibition Room	10/21/2009	2072	26	1	1.75	0.75	309,781	408,597	0.14498	68,939	68,939
Royal Bavaria Corporation	Royal Bavaria	7/30/2009	22	25	1	0.85	1.00	288,939	254,014	0.14491	36,784	
				52	28	0.85	1.00	313,187	288,209	0.14452	39,472	
				66	53	0.85	1.00	136,962	116,418	0.14392	16,755	92,012
Rue Bourbon LLC	Bourbon Street Café OKC	2/13/2008	40017	56	1	2.00	0.85	654,828	1,113,204	0.14498	181,370	181,370
Sage Gourmet LLC;	Sage	7/15/2010	24198	16	1	1.00	0.85	198,001	188,691	0.14498	24,151	24,151
Shat Management LLC	3316 Brookside	3/1/2008	11447	44	38	1.25	0.60	107,758	80,818	0.14513	11,729	11,729
Specialty Restaurants Inc	Shorty Small's	11/22/2008	10025	60	1	1.75	0.20	590,279	206,697	0.14498	29,948	29,948
Texas Roadhouse Holding LLC	Texas Rdhse - OKC I-40			40	1	2.00	0.25	476,027	238,013	0.14498	34,502	
	Texas Rdhse - Tulsa	5/19/2011	30029	40	1	2.00	0.25	476,027	238,013	0.14513	34,543	69,045
The Wedge II Inc	Wedge II	11/18/2008	51264	33	1	1.00	0.85	393,235	334,250	0.14498	48,453	48,453
The Wild Fork Inc	The Wild Fork	2/27/2010	253771	50	1	1.50	0.80	590,279	708,334	0.14513	102,801	102,801
THinc LLC	Gallieo's	1/12/2006	5511	68	25	1.75	0.90	481,870	727,445	0.14498	105,450	105,450
Tien Inc;	Grand House	8/25/2010	19	47	1	2.00	0.80	557,381	668,633	0.14498	88,954	88,954
Tom & Jerry Restaurants Incorporated	Mexicasa	Inferred		28	13	1.00	0.75	188,083	141,062	0.14498	20,448	
	Tom & Jerry's	7/19/2007	143	68	29	1.20	0.75	414,633	373,170	0.14498	54,095	74,543
TriCorp Food Services Inc	TGI Friday's OKC NWExpress	8/13/2009	4975	66	1	2.00	0.20	748,888	289,595	0.14498	43,429	43,429
Tulsa/189 Catering Co. Inc	Renaissance Hotel OKC	9/19/2009	2309	68	1	2.25	0.60	748,888	1,011,134	0.14513	146,746	146,746
Vafeas Inc	Johnny V's - Muskogee	4/2/2009	97499	37	1	0.80	1.00	438,740	350,892	0.14598	51,203	51,203
Waterfront Grill LLC;	Waterfront Grill	3/19/2011	11713	5	1	2.50	0.50	63,681	79,451	0.14513	11,531	11,531
Western Concepts LLC	Sushi Neko	7/5/2011	10082	68	1	2.00	0.70	748,989	1,048,583	0.14498	162,003	
	The Lobby Bar	8/3/2011	10042	39	1	1.20	0.65	463,248	361,333	0.14498	36,938	189,840
W. P. Bistro Tulsa Inc.;	Wolfgang Puck's Bistro	7/24/2010	7	13	1	2.00	0.80	168,827	254,124	0.14513	64,976	64,976
2 Manatees LLC	In the Raw - Peoria	1/9/2009	20023	23	1	2.50	0.65	275,515	447,712	0.14513	64,976	64,976
307 Northeast 2nd LLC	Deep Deuce Grill	3/17/2007	10133	68	39	1.25	0.25	298,394	93,239	0.14498	13,516	13,516



Renaissance Tulsa Hotel
Merlot's Lounge
Tulsa, OK

344 CHARITY 1

CHK 2308 SEP19'09 10:33PM

REPRINT
CLOSED CHECK
1 PORT FONSECA 5.25

Liquor/Drink	5.25
Sales Tax	1.16
Amount Tenderd	6.41
Cash	10.00
Change Due	3.59

---344 CLOSED SEP19 10:34PM---

Gratuity _____

Total _____

SIGNATURE _____

Print Name _____

Room # _____

Thank You for Joining us

Renaissance Hotel

Cyprus Bar & Grill

Tulsa/Broken Arrow 9-19-09

Very extensive wine and drink list and heavy volume. This establishment applies extra liquor tax and excess sales tax to all advertised drinks, which are a major component of all mixed drink sales.

John had a Fonseca Port as shown; Tom and Gladys each had a Beringer white zin.

CYPRUS GRILLE

After Dinner Drinks

Brandy & Cognac

<i>Courvoisier VS</i>	6.5
<i>Hennessy VSOP</i>	10
<i>Remy Martin VSOP</i>	9.5
<i>Hennessy XO</i>	19.5

Port

<i>Fonseca Bin 27 Vintage Character</i>	5.25
<i>Quinta do Noval 10 Year Old Tawny</i>	6.5
<i>Taylor Fladgate 20 Year Old Tawny</i>	12

PRIORITY MAIL EXPRESS™

DELIVER BY
10:30 AM

Label 1030, January 2014
PSN 7690-17-000-0853

PRESS FIRMLY TO SEAL



1007



90009

U.S. POSTAGE
PAID
YUKON, OK
73099
DEC 22 16
AMOUNT

\$27.95

R2303S102299-07



EL552510507US

NATIONAL USE
HERE

RECEIVED

DEC 28 2016



UNITED STATES
POSTAL SERVICE®

PRIORITY
★ MAIL ★
EXPRESS™

BMC GROUP

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) LIQUOR TAX LAWSUIT
P.O. Box 698
EL RENO, OK 73036

PHONE () 405-295-2220

PAYMENT BY ACCOUNT (if applicable)

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

No Saturday Delivery (delivered next business day)

Sunday/Holiday Delivery Required (additional fee, where available*)

10:30 AM Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) BMC GROUP INC.
ATTN: JOHN G HAMMONS
CLAIMS PROCESSING
P.O. Box 90100
LOS ANGELES, CA 90009

ZIP + 4® (U.S. ADDRESSES ONLY)

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day 2-Day Military DPO

PO ZIP Code 73099 Scheduled Delivery Date (MM/DD/YY) 12-23-16 Postage \$ 27.95

Date Accepted (MM/DD/YY) 12-22-16 Scheduled Delivery Time 10:30 AM 3:00 PM Insurance Fee \$ COD Fee \$

12 NOON

Time Accepted 11:40 AM AM PM Return Receipt Fee \$ Live Animal Transportation Fee \$

Weight 1.1 lbs. Flat Rate \$ Sunday/Holiday Premium Fee \$ Total Postage & Fees \$ 27.95

Acceptance Employee Initials AR

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY) Time Employee Signature

Delivery Attempt (MM/DD/YY) Time Employee Signature

RECEIVED

DEC 28 2016

WHEN USED INTERNATIONALLY,
A CUSTOMS DECLARATION
LABEL MAY BE REQUIRED.



EP13F July 2013 OD: 12.5 x 9.5



District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger **Chapter:** 11
Office: Kansas City **Last Date to file claims:** 12/23/2016
Trustee: **Last Date to file (Govt):**

<p><i>Creditor:</i> (8634676) John Truel Henricksen, Henricksen Lawyers, Inc. PO Box 698 El Reno, OK 73036</p>	<p>Claim No: 677 <i>Original Filed</i> <i>Date:</i> 12/29/2016 <i>Original Entered</i> <i>Date:</i> 12/29/2016</p>	<p><i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i></p>
---	---	---

Amount claimed: \$146746.00

History:

[Details](#) [677-1](#) 12/29/2016 Claim #677 filed by John Truel, Amount claimed: \$146746.00 (Marshall, Terri)

Description: (677-1) Breach of Contract

Remarks: (677-1) basis of claim is "see attachment A;" filed in case 16-21195

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	\$146746.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		