



3. As long-term customers, Defendants were sometimes allowed to gain possession of jewelry items pending payment. In effect, Gold Expressions sometimes allowed Defendants to maintain a running account for jewelry purchases.
4. From approximately June 2 through June 7, 2003 Defendants Merl William Hickman, Sr. and Sarah L. Hickman attended a jewelry trade show in Las Vegas, Nevada with Abdul and Zubeda Hemani.
5. At the Las Vegas jewelry show, Defendants asked Mr. and Mrs. Hemani to place an order for three custom jewelry pieces, to wit, a 3.67 ct. tw. princess cut and channel set round diamond in 18K white gold eternity band at a ~~sale price~~<sup>cost</sup> of \$3200; a pair of turquoise and diamond 14K white gold earrings at a sale price of \$600; and a turquoise and diamond 14K white gold ring at a sale price of \$735. Mr. and Mrs. Hemani immediately placed an order for all three items pursuant to Defendants' request.
6. In September 2003 Defendant Merl William Hickman, Sr. placed an order with Zubeda Hemani for three additional pieces of jewelry, to wit, a 2.30 ct. tw. channel set round baguette diamond two-tone 14K gold bangle bracelet at a sale price of \$3000; a 0.82 ct. tw. princess cut round baguette diamond 14K white gold pendant with box chain at a sale price of \$2000; and a pair of 0.65 ct. tw. princess cut/baguette diamond three stone earrings in 14K white gold at a sale price of \$1200. Mrs. Hemani placed the order for these items immediately pursuant to Defendant's request.
7. On or about October 3, 2003, Defendant Sarah L. Hickman gained possession of the \$3200 gold ring noted in paragraph 5 above during a visit to the Gold Expressions store. Mrs. Hemani prepared a sales receipt for this item, which is attached as Exhibit A. Mrs. Hemani tendered the sales receipt and the ring to Defendant Sarah L. Hickman.
8. On or about December 11, 2003, Defendant Merl William Hickman, Sr. gained possession of the remaining five items described in paragraphs 5 and 6 above during a visit to the Gold Expressions store. Mrs. Hemani prepared a sales receipt for these items, which is attached as Exhibit B. Mrs. Hemani tendered the sales receipt and five jewelry items to Defendant Merl William Hickman, Sr.
9. To date, Defendants have not remitted payment for any of the items noted in paragraphs 5 and 6 above.
10. Gold Expressions has already paid its supplier \$3865 for the items noted in paragraph 5.

11. Gold Expressions was required to pay \$3090 for all items noted in paragraph 6 by the end of December 2003. However, Gold Expressions has been unable to remit said payment. As a result, Gold Expressions has suffered a negative credit rating with the Jewelers Board of Trade, which is the central credit reporting association for the retail jewelry industry.
12. Gold Expressions' creditors have agreed to accept the return of the items noted in paragraph 6 in lieu of payment of \$3090 for said items.
13. In January 2004, Receiver Stephen J. Moriarty gained exclusive custody, control and possession of the jewelry items noted in paragraphs 5 and 6 pursuant to the Court's Temporary Restraining Order of December 17, 2003. Mr. Moriarty confirmed possession of all six jewelry pieces during a telephone conversation with Mr. and Mrs. Hemani on or about January 13, 2004. All six items remain in Mr. Moriarty's custody to date.
14. Mr. Moriarty has deemed some or all of the items noted in paragraphs 5 and 6 above to be assets which belong to the Defendants. As such, on information and belief, some or all of these items are scheduled for immediate sale pursuant to a recent bid for jewelry items seized from Defendants pursuant to the Temporary Restraining Order of December 17, 2003.

### ARGUMENT

As noted above, Gold Expressions sometimes allowed Defendants to gain possession of jewelry items before Defendants rendered payment because of Defendants longstanding and reliable payment history. Gold Expressions created this exception to its usual policy of payment upon delivery exclusively for the Defendants. Defendants placed orders for and agreed to pay Gold Expressions for the items noted in paragraphs 5 and 6 at the prices noted on Exhibits A and B. Gold Expressions remitted said items upon Defendants' promise of payment. However, because Defendants never paid for said items, Defendants never became the lawful owners of these items. Defendants were in unlawful possession of these items when said items were seized by the Receiver in January 2004. As the sellers of unpaid retail

goods, Mr. and Mrs. Hemani d/b/a Gold Expressions, remain the lawful owners of the jewelry items after seizure. *Riesinger's Jewelers, Inc. v. Roberson*, 582 P.2d 409 (Okla. 1978).

In addition, Gold Expressions has a special interest in said jewelry items within the meaning of Title 12 O.S. Section 1571(A)(1)(b) because of the \$3865 it has already paid its suppliers for the custom-made pieces noted in paragraph 5.

#### **PRAYER FOR RELIEF**

Because of the pending bid for purchase of jewelry items seized from Defendants, there is a strong danger that items which belong to Gold Expressions will be unlawfully sold. As noted in paragraph 12, Mr. and Mrs. Hemani have negotiated an agreement for their supplier to accept return of the items noted in paragraph 6 in lieu of the \$3090 which they are currently required to pay for these items. Because the Defendants never paid Gold Expressions for these items, Gold Expressions has been unable to pay the \$3090 debt. This lack of payment has lowered Gold Expressions' credit rating and thereby affected its ability to purchase inventory and conduct and maintain its business operation. Additionally, Mr. and Mrs. Hemani were also defrauded of business and personal investment accounts in the Defendants' alleged "ponzi" scheme. Therefore, they have few cash reserves with which to satisfy the debt.

For these reasons, Mr. and Mrs. Hemani respectfully ask the Court to issue an immediate restraining order to prohibit the Receiver from selling the items noted in paragraph 5 and 6, a

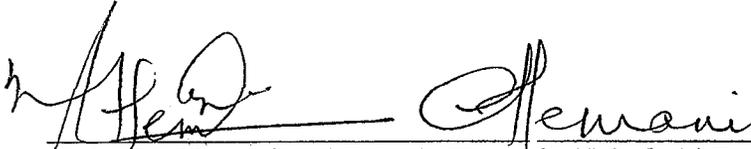
writ of replevin for the immediate release and delivery of said items to Mr. and Mrs. Hemani, and any other equitable relief which the Court deems necessary, just and proper.

If the Court finds that the Defendants are the rightful owners of the items noted in paragraphs 5 and 6, Mr. and Mrs. Hemani respectfully request that the Court treat the statements in paragraphs 1 through 14 as documentation of an alternative Application for Creditor's Lien. In addition, Mr. and Mrs. Hemani state:

15. On or about November 26, 2003, Defendant Merl William Hickman, Sr. placed an order with Gold Expressions for a custom necklace with a sale price of \$37,500 and a down payment of \$1000 required at the time the order was placed with the designer. On or about December 1, 2003, Zubeda Hemani placed the order with the designer and remitted \$1000 down payment from Gold Expression's business funds, based upon Defendant's promise to repay the \$1000 when he paid \$37,500 purchase price. Mr. and Mrs. Hemani learned of the Court's Temporary Restraining Order on or about December 19, 2003. The designer called Mrs. Hemani on or about December 22, 2003 to inform her that the piece was not yet completed. At that time, Mrs. Hemani cancelled the order. However, the designer retained the \$1000 down payment.

If the Court deems the Defendants to be the lawful owners of the items noted in paragraphs 5 and 6, Mr. and Mrs. Hemani respectfully submit this document as an Application for Creditor's Lien in the amount of \$7955. As noted in paragraph 10, Gold Expressions has already paid \$3865 for the jewelry items noted in paragraphs 5 and 6. Mr. and Mrs. Hemani are liable for \$3090 as noted in paragraph 12. Gold Expressions has also paid \$1000 pursuant to a special order placed by Defendants. Therefore, Mr. and Mrs. Hemani would respectfully request the Court to recognize their lien in the amount of \$7955 against the items noted in items 5 and 6, issue an immediate order for the Receiver to satisfy this lien before disposing of or selling said property, and grant any other equitable relief which the Court deems necessary, just and proper.

Respectfully submitted,

Handwritten signature in cursive script, appearing to read "Abdul M. Hemani and Zubeda Hemani".

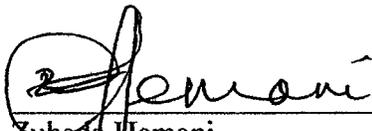
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Abdul M. Hemani and Zubeda Hemani, d/b/a Gold Expressions Fine Jewelry  
4901 N. Kickapoo Street, Suite 1166  
Shawnee, OK 74801  
(405) 878-0779

**VERIFICATION**

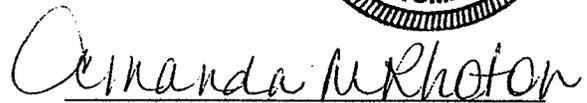
I hereby certify that the contents of the aforementioned document are true and correct to the best of my knowledge.

  
Abdul M. Hemani

  
Zubeda Hemani

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of February 2004.



  
Notary Public

My Commission Number 02012797

Expires 7-29-06

**EXHIBIT B**  
**Gold Expressions**

6936

*Fine Jewelry & Gifts*  
Shawnee's Value Jewelers  
Shawnee Mall • 4901 N. Kickapoo Street  
Shawnee, OK 74801 • (405) 878-0779

ME Bill Hickman DATE 11/15/03  
REET ADDRESS

TY, STATE & ZIP PHONE

DESCRIPTION	REGULAR PRICE	SALE PRICE
1) 50 FH3 FPJ 10199 CHIC Diamonds w/ purpose purpose gold ring	365 <sup>00</sup>	735 <sup>00</sup>
2) 50 FH3 FPJ 10199 CHIC purpose w/ diamond 14K white gold earrings	300 <sup>00</sup>	600 <sup>00</sup>
3) 50 FH3 4792 (KDD) 6.5ctw Princess cut / 14K white diamond 3 stone earrings	595 <sup>00</sup>	1200 <sup>00</sup>
4) 50 FH3 4786 (RDED) .82ctw Princess LAYAWAY DEPOSIT IS NON-REFUNDABLE diamond w/ 3 stone pendant	995 <sup>00</sup>	2000 <sup>00</sup>
Customer Signature <u>Bill Hickman</u>		
SUBTOTAL <u>7150<sup>00</sup></u>		
TAX <u>150<sup>00</sup></u>		
TOTAL <u>7300<sup>00</sup></u>		

HITE—OFFICE COPY • YELLOW—CUSTOMER COPY  
Thank You  
I received the diamonds and earrings  
I love them and the service was excellent

**EXHIBIT A**  
**Gold Expressions**

4742

*Fine Jewelry & Gifts*  
Shawnee's Value Jewelers  
Shawnee Mall • 4901 N. Kickapoo Street  
Shawnee, OK 74801 • (405) 878-0779

NAME Bill Hickman DATE 10-3-03  
STREET ADDRESS

CITY, STATE & ZIP PHONE

DESCRIPTION	REGULAR PRICE	SALE PRICE
1) 3.67 ctw Princess cut and channel set band diamond in 18K white gold eternity band Style # Upc 667983434 tag # P21395	1097 <sup>00</sup>	3200 <sup>00</sup>
2) 1 FH3 935490 (FSS) .75ctw Princess cut band diamonds in 14K white	990 <sup>00</sup>	

ALL SALES ARE FINAL • NO REFUNDS  
LAYAWAY DEPOSIT IS NON-REFUNDABLE  
Customer Signature Bill Hickman

SUBTOTAL 4000<sup>00</sup>

TAX 150<sup>00</sup>

TOTAL 4150<sup>00</sup>

HITE—OFFICE COPY • YELLOW—CUSTOMER COPY  
Thank You  
I received the diamonds and earrings  
I love them and the service was excellent