

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

| | | |
|--|---|--------------|
| Oklahoma Department of Securities |) | |
| ex rel. Irving L. Faught, Administrator, |) | |
| |) | |
| Plaintiff, |) | |
| vs. |) | CJ-2014-1346 |
| Bruce Scambler, |) | |
| |) | |
| Defendant. |) | |

**DEFENDANT’S MOTION FOR DEPOSITIONS AND REPLY TO
PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE TO MOTION FOR
SUMMARY JUDGMENT**

COMES NOW, defendant, pro se and his DEFENDANT’S MOTION FOR DEPOSITIONS AND REPLY TO PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE TO MOTION FOR SUMMARY JUDGMENT, as additional response and incorporates by reference all defendant filings since petition including specifically Defendant’s Motion To Compel Timely Production Of Discovery, And Reply To Response Of Plaintiff To Defendant’s Motion To Strike; Reply of Defendant to Motion for Summary Judgment and Motion of Defendant to Reconsider Previous Ruling Based on New Evidence (MSJ Response) and Supplement to Defendant's Reply to Plaintiff's Motion for Summary Judgment, Reply to Claim for Fees, Defendant's Motion to Strike and Supplement to Defendant's Motion (Supplement), states as follows to wit:

I INTRODUCTION

1. The defendant received plaintiffs latest filing 4/24/2015 and supplemental affidavits 4/27/2015 of whose magic crystal ball predicted would make supplemental affidavits

without first asking the courts permission. Defendant would request the court order the necessary equitable relief under statute to counter such unilateral unauthorized acts.

II MOTION FOR DEPOSITIONS UNDER 12 O.S. § 2056 E

2. A MFSJ is not expected to be a “moving target” and yet plaintiff has, without prior court permission, proceeded to act to supplement their affidavit. While 12 O.S. § 2056 E allows for the court to permit “affidavits being supplemented” that is specifically written as being “with court permission”.
3. Defendant, under 12 O.S. § 2056 E reads that:

The court may permit an affidavit to be supplemented or opposed by depositions, answers to interrogatories, or additional affidavits.
4. Defendant by this motion would request to oppose such affidavit supplements requesting the court to allow the holding depositions and prior receipt of responses to and answers to interrogatories.
5. Defendant has opposed the extension of time where defendant requests the court order plaintiff to immediately provide all the answers to interrogatories, (which court has authority to order early provision 12 O.S. 2001, § 3234)
6. Defendant further now requests production of all of the affiants (future witnesses) in Oklahoma for depositions to be held in the next 30 – 90 days under 12 O.S. § 2056 E in the Oklahoma County Court premises, (or an agreed legal Oklahoma court reported premises), for video depositions (12 O.S. § 2056 E). Defendant is entitled by state case law and 6th amendment federal bill of rights element (constitutional rights) to cross examine. ”.
7. Essentially this MFSJ, which the plaintiff continues to argue for in their reply, and supplement is getting to be a mini trial before the jury trail, and as it has become now a

“trial by nature” and as it involves compilation of foreign (ex-OK state affidavits), defendant has the right to cross-examine. In MILLER v. STATE 2013 OK CR 11 313 P.3d 934 the OK Appeal Court considered United States Supreme Court's decisions:

“in Crawford v. Washington, 541 U.S. 36, 124 S.Ct. 1354, 158 L.Ed.2d 177 (2004), which was decided prior to his 2008 retrial, and Melendez-Diaz v. Massachusetts, 557 U.S. 305, 129 S.Ct. 2527, 174 L.Ed.2d 314 (2009), which was decided afterward. The Court's landmark decision in Crawford emphasized that a defendant's right to cross-examine the witnesses against him is "the centerpiece of the Sixth Amendment's confrontation right." In Crawford, the Supreme Court distinguished between "testimonial" evidence and "nontestimonial" evidence and held that "[w]here testimonial evidence is at issue, . . . the Sixth Amendment demands what the common law required: unavailability and a prior opportunity for cross-examination."

In its 2009 decision in Melendez-Diaz, the Supreme Court further clarified the meaning and reach of Crawford, finding that an analyst's "certificate of analysis" (stating that a particular tested substance is cocaine or any other drug) is essentially an affidavit, which declares certain facts to be true about the tested substance. Consequently, such evidence is subject to the defendant's Sixth Amendment right to confront and cross-examine the analyst who prepared it, who is, effectively, a "witness" against the defendant. Hence a defendant in a drug distribution/trafficking case who had raised his right to cross-examine the analysts who performed the drug analysis in his case had a right to demand the analysts' live testimony at trial, unless these analyst witnesses were "unavailable" and the defendant had a prior opportunity to cross-examine them.

8. The court's discretion has been trodden all over by plaintiff, who has unilaterally forced the court to go down this “supplemental affidavit route” at this time. The court may in its wisdom still deny the MFSJ and strike all this unwarranted latitude. The defendant has raised the right to cross-examine, which is being denied by plaintiffs at this time through creation of a “catch 22” for which state and federal authorities are notorious for.

Defendant cannot get to interrogatories or discovery depositions because plaintiff will not timely answer discovery requests and provide the names and addresses. Plaintiff now want out past June 22, 2015. (Ref Pl. Mot. To Def. Production). Because plaintiff will not answer discovery requests defendant can not to send out further interrogatories or set up discovery depositions.

III COURT MAY ALLOW TESTIMONIAL EVIDENCE

9. The plaintiff in their reply refers primarily to non-testimonial evidence only as to the MFSJ. Defendants evidence which plaintiff demands immediate MFSJ responses to is majority part testimonial. It revolves around what Maurin claimed as to the company Cantex being "Pink Sheet" reporting, (Ref Maurin Affidavit #1), and Cantex being supposedly compliant with all securities reporting and an C&D Exception which it was not, and testimony of other affiants who claim calls were made to or from Oklahoma (or an OK area code 405) when they were not. Plaintiff states:

He admitted Plaintiff's Undisputed Facts 10, 11, 13 and 14. He either partially admitted or denied the Plaintiff's remaining undisputed facts. However, those "denials" were simply self-serving. Defendant failed to reference any evidentiary materials as required by 12 O.S. § 2056 and Rule 13(b) of the Rules for the District Courts of Oklahoma. As such, the Court should consider the Undisputed Facts 1, 2, 3, 4, 5, 6, 7, 8, 9, 12 and 15 to be admitted. See Rule 13(b).

10. Defendant would show the following are where pertinent to Oklahoma, testimonial items, requiring Depositions to cure, especially as the principle affiants are the Cantex Founders who are seeking to avoid \$300,000 or more in contractual obligations by this reporting of defendant to plaintiff.

Plaintiff's Statement

1. Between August 2010 and March 2014 (the "Relevant Time Period"), Defendant Scambler and CanTex Energy Corp, (CanTex) offered and sold shares of the common stock of CanTex (CanTex Stock) in and from the state of Oklahoma. See *Declarations of Trace Maurin and Sawinder Hayre attached as Exhibits B 17 and C1 7 and ¶ 9, respectively.*

Denied, there were offers and sales made by Cantex President Harvey Bryant September 2010 to October 2010. Scambler did not personally send out, or authorize any offers, and made no such

offers for four or more years Nov 2010 to April 2014. The evidence as to in or from Oklahoma is testimonial, requiring deposition and cross examination of the affiants. Any discussion of “shares” or “merger” in Canada was while defendant was in Canada. See Exhibit A Canadian passport stamps.

2. During the Relevant Time Period, Defendant Scambler was Chairman of the Board of Directors and Chief Executive Officer (CEO) of CanTex and in control of CanTex. See *Declaration of Kaily Ball attached as Exhibit D ¶ 5 and Exhibit B ¶6.*

Denied, Scambler for the reasons stated, was not “in control” of key components of the company, for which testimonial and expert evidentiary evidence is required regarding the period Sept. 2010 to Oct. 2010, the “revised relevant time”.

3. Harvey Bryant and Trace Maurin were the other board directors of CanTex. Neither Harvey Bryant nor Trace Maurin was in the Oklahoma City office on a daily basis. See *Exhibits B ¶ 5, 7 6 and D ¶ 2, 115.*

Admitted as to directors, denied as to control or office use in the “revised relevant time”. Trace Maurin was not in Oklahoma and has no personal knowledge. Cantex President Harvey Bryant is dead. Scambler has provided evidence of his location and time showing he was not in the office or in Oklahoma for much of this time.

4. CanTex's principal office was located in Oklahoma City. See *Exhibits B 7 5, D 7 1, and Declaration of Brandt Dismukes attached as Exhibit E ¶ 4.*

Denied, as to location of Principal office or use in the “revised relevant time”. Look at the plaintiffs exhibit N, of the Reply 4/24/2015 from Bankfirst of the salary check, which is addressed as “PO Box 781046, San Antonio Texas 76278” Salaries Texas based per address and were paid through paychex.

5. While in the Oklahoma City office, Defendant Scambler held a conference call wherein he, as CEO of CanTex, offered CanTex investors additional shares of CanTex Stock. See *Exhibits C ¶ 8 and D ¶ 9.*

Denied, this is a testimonial item requiring depositions to verify.

6. In September of 2010, Defendant Scambler offered Tejinder Grewal, a CanTex investor, additional CanTex Stock. The CanTex subscription agreement provided by Defendant Scambler to Mr. Grewal was for fifteen million (15,000,000) shares at .01 cent per share, for a total purchase price of \$150,000. Defendant Scambler also included instructions for the subscription agreement to be returned to the CanTex office in Oklahoma, *See Declaration of Tejinder Grewal attached as Exhibit F ¶ 7, ¶ 8.*

Denied, this was not a document compiled or authored or “physically” signed by Scambler. The letter does not have the correct name spelling, it does not have the Cantex headed paper and does not have an authentic signature. Scambler was not in the office on that day, this becomes a testimonial item requiring depositions to verify. How could “an unsigned copy” in evidence for four months magically become a signed copy? The signature is moreover a Bedford signing block signature. It is just not believable for an affiant in Canada to have different copies, one signed one not. With Defendant having just met Mr Grewal in Canada as of Sept 24, 2010, defendant was not likely to send out a letter to TJ Greywall. Furthermore all the supporting documents and wiring instructions are of Cantex President Harvey Bryant making from his Bedford styled documents.

7. On approximately September 30, 2010, Sawinder Hayre, a CanTex investor called Defendant Scambler. During that telephone call, Defendant Scambler told Sawinder Hayre that CanTex needed money to get its financial statements prepared and offered to sell him additional shares of CanTex Stock for \$.01 per share. Sawinder Hayre declined Defendant Scambler's offer. *See Exhibit C*

Denied, this is an oral testimonial item requiring depositions to verify. There is no recording or physical evidence of such a call. There is no verification that Scambler was in Oklahoma or that such conversation or part of it did not occur in Canada

8. On other telephone calls between Sawinder Hayre and Defendant Scambler that occurred after the September 30th telephone call, Defendant Scambler offered to sell additional shares of CanTex Stock to Mr. Hayre. Sawinder Hayre never accepted Defendant Scambler's offers. *See Exhibit C ¶ 9.*

Denied, this is an oral testimonial item requiring depositions to verify. There is no recording or physical evidence of such a call. There is no verification that Scambler was in Oklahoma or that

such conversation or part of it did not occur in Canada

9. In October of 2010, Gary Berar, a CanTex investor, received a telephone call from Defendant Scambler and Harvey Bryant offering him additional shares of CanTex Stock. See *Declaration of Gary Berar, attached as Exhibit G ¶ 4.*

Admitted a telephone call occurred, one of several. Denied that Scambler discussed Cantex stock or was in Oklahoma. This is an oral testimonial item requiring depositions to verify. There is no recording or physical evidence of such a call. There is no verification that Scambler was in Oklahoma or that such conversation or part of it did not occur in Canada. There is no certified or sworn stock certificate showing defendant made the offer or sale a key part of the plaintiff's claims.

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| 10. | Subsequent to that telephone call, Gary Berar purchased 1,5 million shares of CanTex Stock. See <i>Exhibit G ¶ 5.</i> | Admitted |
| 11. | Gary Berar wired \$15,000 for the 1.5 million shares of CanTex Stock to a CanTex bank account held at BancFirst in Oklahoma on October 14, 2010. See <i>Exhibit G ¶ 6.</i> | Admitted |
| 12. | In January of 2011, Gary Berar received a stock certificate from CanTex signed by Harvey Bryant, as President, and Bruce Scambler, as CEO. See <i>Exhibit G 7.</i> | Admitted that a stock certificate was issued, denied as to Scambler signing the certificate, not seen Ex. G 7 |
| 13. | At all times material hereto, the CanTex Stock was not registered under the Act. See <i>Declaration of Ken Maillard, attached as Exhibit H.</i> | Admitted |
| 14. | Shares of CanTex Stock have not been registered pursuant to the Securities Exchange Act of 1934. See <i>SEC Attestation, attached as Exhibit 1.</i> | Admitted |
| 15. | The Department did not receive notice of the offers and sales of the CanTex Stock pursuant to the Agreement. See <i>Declaration of Brenda London, attached as Exhibit J.</i> | Admitted |

11. Defendant has shown in response that the Court should NOT consider the Facts 1, 2, 3, 4,

5, 6, 7, 8, 9, 12 to be undisputed, that they need oral testimonial evidence in most cases.

The are not uncontroverted. The founders of Cantex from 2005, Maurin and Grewal, in a failed merger transaction caused by their mis-representations are seeking to claim they were unfairly disadvantaged in being offered their own stock to ante up for their own misfortune. Defendant denies that any offers were made by him in or from Oklahoma. There is no definitive evidence submitted at this time that defendant was “in control” in the time period claimed before the murder of Julie Mitchell.

IV COURT SHOULD NOT BE HOODWINKED BY CLAIMS OF SIMPLICITY

12. The plaintiff would claim that this is a simple matter of whether defendant violated a cease and desist order and that

“Resolution depends on the answers to only two questions:

1. whether there were offers or sales of securities in or from Oklahoma by Bruce Scambler or an issuer he controlled between June 12, 2009, and June 11, 2014?
2. whether Bruce Scambler controlled the entity known as CanTex between June 12, 2009, and June 11, 2014?

13. The matter is not a simple whether there were “offers or sales of securities in or from Oklahoma by Bruce Scambler or an issuer he controlled between June 12, 2009, and June 11, 2014”. Such offers or sales had to be in a company that was not within the exemption (or believed to be at the time) of the C&D, that there had to be “clear control” and the offers be made in Oklahoma.

14. The matter is further not whether Bruce Scambler controlled the entity known as CanTex between June 12, 2009, and June 11, 2014 as clearly from some time after the death of Julie Mitchell someone had to control the company, it is specifically whether in the time when Harvey Bryant was President, who controlled the company in the short time when stock was ever offered or sold. No stock sales occurred 1/1/11 to 6/11/14, and it is for the

plaintiff to show and prove such sales occurred for which no such evidence of such a claim has been made or proven.

15. Defendant has explained that he was in Canada, (Exhibit A) and was informed by Tejinder Grewal (Grewal) that Grewal would not purchase shares in Cantex until Maurin was removed. This is an oral testimonial matter for which only a deposition can resolve. Grewal did receive a letter but for the reasons stated before, Defendant did not write it, did not mail it, did not authorize sending it. The claimed signature looks like a standard Bedford pdf signature block which has been grafted on, or a transplanted signature from a different letter. Defendant does deny “he sent the letter to Grewal”, look at the letter, it has no correct name, no Cantex headed paper, no cantex logo. That Plaintiff submits “an additional declaration from Grewal that includes a true and correct copy of the letter signed by Defendant” that is suddenly “a signed copy” is yet another miracle of affidavit evidence which begs for a deposition. How does an unsigned copy become a signed copy without collusion, shenanigans or other skull-duggery.
16. Defendant does not “generally admits that offers and sales of CanTex stock were made in September and October of 2010. Def.'s Mot. Summ. J. Resp. lj 20 no. 1 (March 24, 2015)” The facts as stated are that Harvey Bryant as President made all of the offers and sales. There is categorically no general admission.
17. Defendant admits that Gary Berar (Berar) purchased 1.5 million shares of CanTex stock in October of 2010. That is the offer and sale were concluded in October 2010, before the murder and before defendant stepped up to take over from Cantex President Harvey Bryant in mourning. Def.'s Mot. Summ. J. Resp. 1120 nos. 10 and 11 (March 24, 2015) Defendant denies he made any such offer about stock and this is further an oral testimonial matter.

18. Defendant admits that a stock certificate was issued to Berar, but denies he signed the stock certificate, as was claimed as telling of defendant's involvement. Def.'s Mot. Summ. J. Resp. 1120 no. 12 (March 24, 2015). There is no "Regardless of who signed the stock certificate" in this matter, the offer was made by Cantex President Harvey Bryant at a time when defendant had "no control of the company", where upon CanTex sold stock in October of 2010.
19. Defendant has shown in ten or more specific ways points that he was not in a position of control of CanTex in September and October of 2010. See filing Reply Of Defendant To Motion For Summary Judgment And Motion Of Defendant To Reconsider Previous Ruling Based On New Evidence filed (March 24, 2015) at section 71+. That Maurin, as the previous Cantex president 2005-2010 would claim defendant became "Chief Executive Officer (CEO) and Chairman of the Board of Directors (Chairman) of CanTex effective August 12, 2010" based on a press release compiled under his misrepresented claims of full pink sheet reporting is totally self serving to Maurin. This is not a definitive acceptance, but as described a matter of oral and "no personal knowledge" affidavit that as evidence is subject to cross-examination. (Ref Plaintiff Supp. Decl. Maurin dated January 27, 2015, attached to P1 motion as Exhibit L.
20. Defendant did use and distribute business card, however the card with the horizontal Cantex logo was not made or used until after December 2010.
21. Defendant continues to deny having control of the Bancfirst CanTex bank account for physical reason of not having the check book. All of the Bancfirst CanTex checks were signed by Cantex President Harvey Bryant up through 3/11/2010, excepting Texas Addresses paychex payroll which defendant funded and paid for. Defendant did become a signatory on the CanTex bank account however only signed certain payroll checks

during the month of September 2010. Ex. N at 530 and 533 which are addressed as offices in Texas.

22. Defendant still maintains that Cantex President Harvey Bryant or previous President Maurin were actually in control of CanTex because they took certain actions relating to the business through to 3/11/2010 and then ceasing 1/31/2011 when Harvey resigned. Plaintiff maintains activities by the other officers and directors are immaterial because "control may rest with more than one person at the same time." U.S. v. Corr., 543 F.2d 1042, 1050 (2nd Cir. 1976). This case in fact cites a different case and relates to an issuer or underwriter.

Wolfson, 405 F.2d at 782. And relates in that regard to an "underwriter" as: any person who has purchased from an issuer with a view to, or offers or sells for an issuer in connection with, the distribution of any security, or participates or has a direct or indirect participation in any such undertaking, or participates or has a participation in the direct or indirect underwriting of any such undertaking. As used in this paragraph the term "issuer" shall include, in addition to an issuer, any person directly or indirectly controlling or controlled by the issuer, or any person under direct or indirect common control with the issuer. 15 U.S.C. § 77b(a)(11). This definition indicates that a sale by an affiliate that involves a distribution of securities is a transaction involving an issuer and underwriter.

23. The facts here are that defendant was not in any control position to "offer or issue" shares in a company he did not either control or own, especially to an existing founder of the target merger company.
24. There is conflicting evidence as in the paychex checks that the CanTex office was located in Texas for Taxes, registration, payroll and business registration.
25. It is a matter of testimonial evidence for which depositions and answers to interrogatories are needed to show who was in control. While as CEO and Chairman of CanTex, Defendant would have been one of the primary persons in control of CanTex, defendant had no contract or authority in shares in hand to exercise any control. The matter comes

to testimonial evidence for as to the "person with ultimate authority" or who held "the power to direct or cause the direction of the management and policies" for which there has to be a clear distinction between Bedford, Cantex and the "pre-merger flux of CanTex. Plaintiff cites *Adams v. Kinder-Morgan, Inc.*, 340 F.3d 1083 (10th Cir. 2003).

26. Looking at that case does not make a director responsible, defendant has explained that he would have become a director because of the involvement of Bedford, but that he had no direct control.

The second element of the prima facie case requires that the plaintiffs plead facts from which it can be reasonably be inferred that the individual defendants were control persons. *Maier*, 144 F.3d at 1306. To make this showing, the plaintiffs must point to facts which indicate that the defendants had "possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise." *Id.* at 1305. We first conclude that the plaintiffs have failed to allege sufficient facts to support the conclusion that Kinder was a control person. During the period in question, he was not an executive of the company, but simply a member of the board of directors. The assertion that a person was a member of a corporation's board of directors, without any allegation that the person individually exerted control or influence over the day-to-day operations of the company, does not suffice to support an allegation that the person is a control person within the meaning of the Exchange Act. See, e.g., *Dennis v. General Imaging, Inc.*, 918 F.2d 496, 509-10 (5th Cir. 1990) (holding that status as a director will not make someone a controlling person absent "evidence [the alleged controlling person] was able to influence the firm's direction"); *Burgess v. Premier Corp.*, 727 F.2d 826, 832 (9th Cir. 1984) ("A director is not automatically liable as a controlling person. There must be some showing of actual participation in the corporation's operation or some influence before the consequences of control may be imposed."); *Cameron v. Outdoor Resorts of Am., Inc.*, 608 F.2d 187, 195 (5th Cir. 1979) ("As a director without effective day-to-day control and without knowledge [the defendant] was not liable as a control person."). Accordingly, the district court was correct to dismiss the claim of control person liability against Kinder.

Defendant had no control of any Cantex voting securities, no possession of any stock certificates. Defendant had no contract. Defendant has no authority over Cantex ref stock transfers, press releases, or control of Cantex President Harvey Bryant.

As quoted from filing Reply Of Defendant To Motion For Summary Judgment And Motion Of Defendant To Reconsider Previous Ruling Based On New Evidence filed (March 24, 2015) at section 71+

Scambler was never “in control” in the period August 2010 to October 2010:

- i) **Stock Control:** Scambler had no dealings with the stock Transfer Agent of Cantex, in this time Plaintiff claims offers were made, only being granted account access November 3, 2010. (See Exhibit 4)
- ii) **Executive Control:** Scambler had no executive employment contract until January 2011
- iii) **Director Appointment:** Scambler had no letter of appointment
- iv) **Professional Consulting:** Scambler had no engagement letter for his services.
- v) **Stock Ownership:** Scambler held no stock in Cantex, Scambler was in possession of no stock certificates in the Revised Relevant Period (other than the Ball returned CERT)
- vi) **Director Minutes Records Control:** Scambler did not have possession or sight of the company ring binder
- vii) **Voting Control:** Scambler did not control any vote, two votes to one and no additional Directors were not appointed in the Revised Relevant Period (one more in November 2010)
- viii) **Board Vote control:** Scambler was in a minority on the board
- ix) **Records Control** Scambler did not have possession or sight of the quick books, invoices, records and did not hold the check book or the accounts.
- x) **Purchasing control:** Scambler had no access to the check book or banking.
- xi) **Press Release control:** Scambler had none.

27. Plaintiff has not shown defendant was a “control person” under Adams v. Kinder-Morgan, Inc., 340 F.3d 1083 (10th Cir. 2003) based on their 10,000 ft. view and affidavits from a person with “no personal knowledge. Defendants primary role was as CEO and Chairman of Bedford Energy Inc.

V C&D VIOLATION IS WRAPPED IN TO MISREPRESENTATION OF PRESIDENT MAURIN.

28. Defendant does not directly admit that the CanTex securities were not registered under the Oklahoma Uniform Securities Act of 2004 (“Act”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2004), or the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.).

Defendant states that Maurin made representations that the company was fully compliant, which would be an exemption from the C&D, (as stated in Maurin’s first affidavit: Cantex was a Pink Sheet company) As soon as defendant looked at the Cantex filings or lack of, he changed his position to ensure he was not an officer of Cantex until the merger completed.

shares were offered. Defendant again did not have control and saw no need to provide the Plaintiff with advance notice of “offers” of a company he did not control until the merger occurred.

VI CONCLUSION

29. Defendant under 12 O.S. § 2056 E requests to oppose such affidavit supplements and that plaintiff be ordered to provide the names and addresses to facilitate the holding depositions with production of all of the affiants (future witnesses) in Oklahoma for depositions to be held in the next 30 -90 days in the Oklahoma County Court premises, or an agreed legal Oklahoma court reported premises. Defendant is entitled by state and 6th amendment federal constitutional rights to cross examine.

30. Defendant further requests the court order plaintiff to immediately provide all the answers to interrogatories, (which court has authority to order early provision 12 O.S. 2001, § 3234).

X PRAYER

WHEREFORE, the Defendant pray the Court should deny the MFSJ, order depositions and compel answers to interrogatories and any other relief the Court may grant for the necessity to answer this motion.

Respectfully Submitted,



Bruce Scambler, pro se Defendant
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File Note: Lost Salary since case filing :\$135,000

Defendants time: added further five (5) hours to compile and an added hour (1) hours for trip to travel to the Court House to file response in person (pro se litigants can not mail in replies) for a total of seventy nine (79) hours

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 28th day of April 2015, a true and correct copy of the above and foregoing DEFENDANT'S MOTION FOR DEPOSITIONS AND REPLY TO PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE TO MOTION FOR SUMMARY JUDGMENT was delivered by hand or mailed with postage prepaid thereon, addressed to

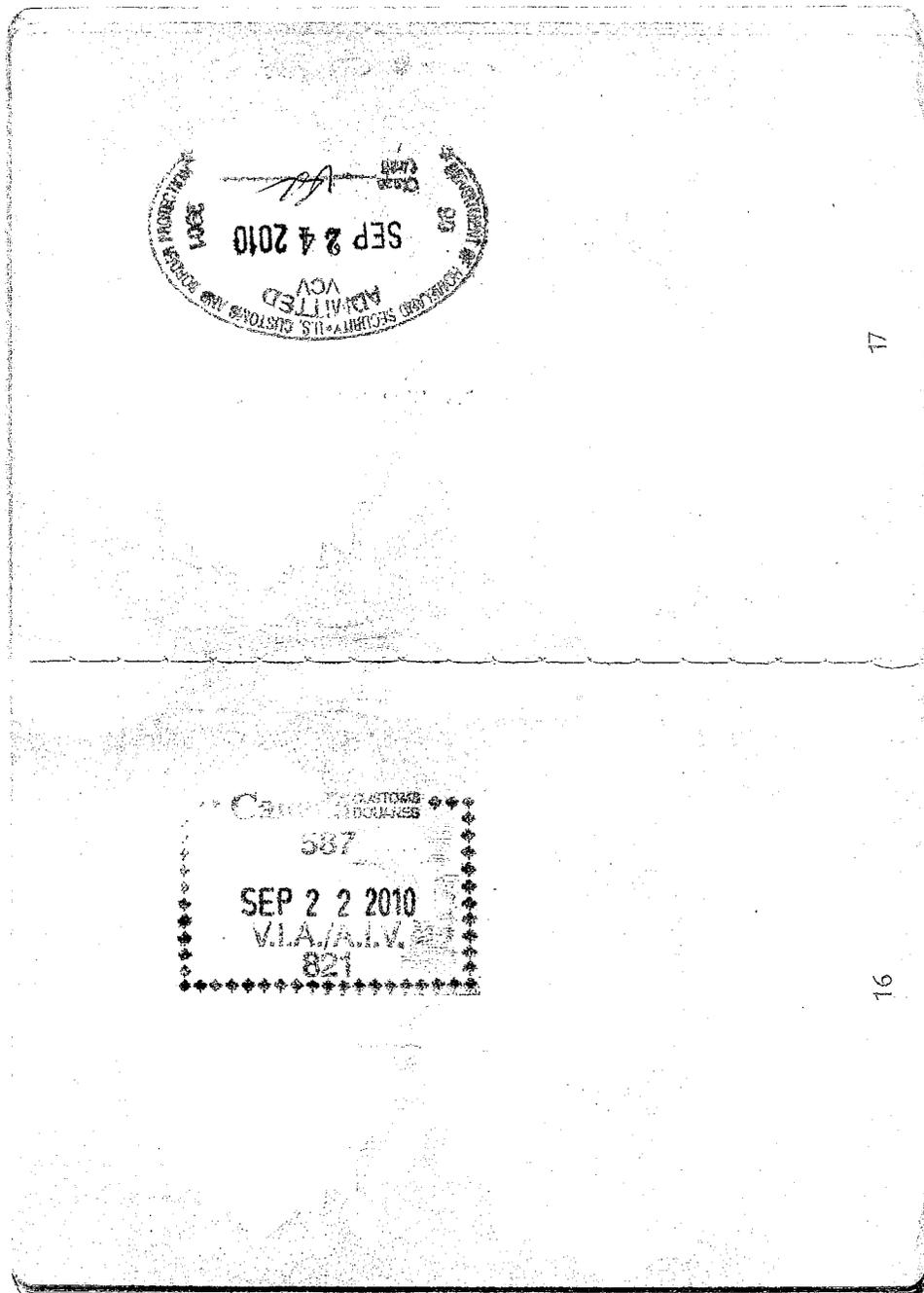
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Exhibit A.
Canadian Passport
Stamps



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