



U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535

October 27, 2020

MR. JOHN GREENEWALD, JR.
SUITE 1203
27305 WEST LIVE OAK ROAD
CASTAIC, CA 91384-4520

FOIPA Request No.: 1392560-000
Subject: GUNDERSON, THEODORE L.

Dear Mr. Greenewald:

The enclosed documents were reviewed under the Freedom of Information/Privacy Acts (FOIPA), Title 5, United States Code, Section 552/552a. Below you will find check boxes under the appropriate statute headings which indicate the types of exemptions asserted to protect information which is exempt from disclosure. The appropriate exemptions are noted on the enclosed pages next to redacted information. In addition, a deleted page information sheet was inserted to indicate where pages were withheld entirely and identify which exemptions were applied. The checked exemption boxes used to withhold information are further explained in the enclosed Explanation of Exemptions.

Section 552

☐ (b)(1)

☐ (b)(2)

☐ (b)(3)

☒ (b)(4)

☐ (b)(5)

☒ (b)(6)

☐ (b)(7)(A)

☐ (b)(7)(B)

☒ (b)(7)(C)

☒ (b)(7)(D)

☒ (b)(7)(E)

☐ (b)(7)(F)

☐ (b)(8)

☐ (b)(9)

Section 552a

☐ (d)(5)

☐ (j)(2)

☐ (k)(1)

☐ (k)(2)

☐ (k)(3)

☐ (k)(4)

☐ (k)(5)

☐ (k)(6)

☐ (k)(7)

269 page(s) were reviewed and 198 page(s) are being released.

Please see the paragraphs below for relevant information specific to your request as well as the enclosed FBI FOIPA Addendum for standard responses applicable to all requests.

- ☐ Document(s) were located which originated with, or contained information concerning, other Government Agency (ies) [OGA].
- ☐ This information has been referred to the OGA(s) for review and direct response to you.
- ☐ We are consulting with another agency. The FBI will correspond with you regarding this information when the consultation is completed.

Please refer to the enclosed FBI FOIPA Addendum for additional standard responses applicable to your request. "Part 1" of the Addendum includes standard responses that apply to all requests. "Part 2" includes additional standard responses that apply to all requests for records about yourself or any third party individuals. "Part 3" includes general information about FBI records that you may find useful. Also enclosed is our Explanation of Exemptions.

For questions regarding our determinations, visit the www.fbi.gov/foia website under "Contact Us." The FOIPA Request Number listed above has been assigned to your request. Please use this number in all correspondence concerning your request.

If you are not satisfied with the Federal Bureau of Investigation's determination in response to this request, you may administratively appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, 441 G Street, NW, 6th Floor, Washington, D.C. 20530, or you may submit an appeal through OIP's FOIA STAR portal by creating an account following the instructions on OIP's website: <https://www.justice.gov/oip/submit-and-track-request-or-appeal>. Your appeal must be postmarked or electronically transmitted within ninety (90) days of the date of my response to your request. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please cite the FOIPA Request Number assigned to your request so it may be easily identified.

You may seek dispute resolution services by contacting the Office of Government Information Services (OGIS). The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769. Alternatively, you may contact the FBI's FOIA Public Liaison by emailing foipaquestions@fbi.gov. If you submit your dispute resolution correspondence by email, the subject heading should clearly state "Dispute Resolution Services." Please also cite the FOIPA Request Number assigned to your request so it may be easily identified.



See additional information which follows.

Sincerely,



Michael G. Seidel
Section Chief
Record/Information
Dissemination Section
Information Management Division

Enclosure(s)

In response to your negotiated Freedom of Information/Privacy Acts (FOIPA) request, enclosed are the processed documents.

This material is being provided to you at no charge.

To minimize costs to both you and the FBI, duplicate copies of the same document were not processed.

FBI FOIPA Addendum

As referenced in our letter responding to your Freedom of Information/Privacy Acts (FOIPA) request, the FBI FOIPA Addendum provides information applicable to your request. Part 1 of the Addendum includes standard responses that apply to all requests. Part 2 includes standard responses that apply to requests for records about individuals to the extent your request seeks the listed information. Part 3 includes general information about FBI records, searches, and programs.

Part 1: The standard responses below apply to all requests:

- (i) **5 U.S.C. § 552(c).** Congress excluded three categories of law enforcement and national security records from the requirements of the FOIPA [5 U.S.C. § 552(c)]. FBI responses are limited to those records subject to the requirements of the FOIPA. Additional information about the FBI and the FOIPA can be found on the www.fbi.gov/foia website.
- (ii) **Intelligence Records.** To the extent your request seeks records of intelligence sources, methods, or activities, the FBI can neither confirm nor deny the existence of records pursuant to FOIA exemptions (b)(1), (b)(3), and as applicable to requests for records about individuals, PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(1), (b)(3), and (j)(2)]. The mere acknowledgment of the existence or nonexistence of such records is itself a classified fact protected by FOIA exemption (b)(1) and/or would reveal intelligence sources, methods, or activities protected by exemption (b)(3) [50 USC § 3024(i)(1)]. This is a standard response and should not be read to indicate that any such records do or do not exist.

Part 2: The standard responses below apply to all requests for records on individuals:

- (i) **Requests for Records about any Individual—Watch Lists.** The FBI can neither confirm nor deny the existence of any individual's name on a watch list pursuant to FOIA exemption (b)(7)(E) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (j)(2)]. This is a standard response and should not be read to indicate that watch list records do or do not exist.
- (ii) **Requests for Records about any Individual—Witness Security Program Records.** The FBI can neither confirm nor deny the existence of records which could identify any participant in the Witness Security Program pursuant to FOIA exemption (b)(3) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(3), 18 U.S.C. 3521, and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.
- (iii) **Requests for Records for Incarcerated Individuals.** The FBI can neither confirm nor deny the existence of records which could reasonably be expected to endanger the life or physical safety of any incarcerated individual pursuant to FOIA exemptions (b)(7)(E), (b)(7)(F), and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (b)(7)(F), and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.

Part 3: General Information:

- (i) **Record Searches.** The Record/Information Dissemination Section (RIDS) searches for reasonably described records by searching systems or locations where responsive records would reasonably be found. A standard search normally consists of a search for main files in the Central Records System (CRS), an extensive system of records consisting of applicant, investigative, intelligence, personnel, administrative, and general files compiled by the FBI per its law enforcement, intelligence, and administrative functions. The CRS spans the entire FBI organization, comprising records of FBI Headquarters, FBI Field Offices, and FBI Legal Attaché Offices (Legats) worldwide; Electronic Surveillance (ELSUR) records are included in the CRS. Unless specifically requested, a standard search does not include references, administrative records of previous FOIPA requests, or civil litigation files. For additional information about our record searches, visit www.fbi.gov/services/information-management/foipa/requesting-fbi-records.
- (ii) **FBI Records.** Founded in 1908, the FBI carries out a dual law enforcement and national security mission. As part of this dual mission, the FBI creates and maintains records on various subjects; however, the FBI does not maintain records on every person, subject, or entity.
- (iii) **Requests for Criminal History Records or Rap Sheets.** The Criminal Justice Information Services (CJIS) Division provides Identity History Summary Checks – often referred to as a criminal history record or rap sheet. These criminal history records are not the same as material in an investigative “FBI file.” An Identity History Summary Check is a listing of information taken from fingerprint cards and documents submitted to the FBI in connection with arrests, federal employment, naturalization, or military service. For a fee, individuals can request a copy of their Identity History Summary Check. Forms and directions can be accessed at www.fbi.gov/about-us/cjis/identity-history-summary-checks. Additionally, requests can be submitted electronically at www.edo.cjis.gov. For additional information, please contact CJIS directly at (304) 625-5590.
- (iv) **National Name Check Program (NNCP).** The mission of NNCP is to analyze and report information in response to name check requests received from federal agencies, for the purpose of protecting the United States from foreign and domestic threats to national security. Please be advised that this is a service provided to other federal agencies. Private Citizens cannot request a name check.

EXPLANATION OF EXEMPTIONS

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b)(1) (A) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified to such Executive order;
- (b)(2) related solely to the internal personnel rules and practices of an agency;
- (b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;
- (b)(4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (b)(5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (b)(6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (b)(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information (A) could reasonably be expected to interfere with enforcement proceedings, (B) would deprive a person of a right to a fair trial or an impartial adjudication, (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy, (D) could reasonably be expected to disclose the identity of confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source, (E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or (F) could reasonably be expected to endanger the life or physical safety of any individual;
- (b)(8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or
- (b)(9) geological and geophysical information and data, including maps, concerning wells.

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d)(5) information compiled in reasonable anticipation of a civil action proceeding;
- (j)(2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;
- (k)(1) information which is currently and properly classified pursuant to an Executive order in the interest of the national defense or foreign policy, for example, information involving intelligence sources or methods;
- (k)(2) investigatory material compiled for law enforcement purposes, other than criminal, which did not result in loss of a right, benefit or privilege under Federal programs, or which would identify a source who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056;
- (k)(4) required by statute to be maintained and used solely as statistical records;
- (k)(5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(6) testing or examination material used to determine individual qualifications for appointment or promotion in Federal Government service the release of which would compromise the testing or examination process;
- (k)(7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his/her identity would be held in confidence.

This document is made available through the declassification efforts
and research of John Greenewald, Jr., creator of:

The Black Vault



The Black Vault is the largest online Freedom of Information Act (FOIA)
document clearinghouse in the world. The research efforts here are
responsible for the declassification of hundreds of thousands of pages
released by the U.S. Government & Military.

Discover the Truth at: **<http://www.theblackvault.com>**

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1392560-0

Total Deleted Page(s) = 48

Page 3 ~ Duplicate;
Page 4 ~ Duplicate;
Page 20 ~ b6; b7C;
Page 22 ~ b6; b7C;
Page 48 ~ Duplicate;
Page 53 ~ Duplicate;
Page 54 ~ Duplicate;
Page 55 ~ Duplicate;
Page 62 ~ Duplicate;
Page 63 ~ Duplicate;
Page 64 ~ Duplicate;
Page 65 ~ Duplicate;
Page 71 ~ Duplicate;
Page 72 ~ Duplicate;
Page 73 ~ Duplicate;
Page 74 ~ Duplicate;
Page 76 ~ Duplicate;
Page 78 ~ Duplicate;
Page 80 ~ Duplicate;
Page 85 ~ Duplicate;
Page 86 ~ Duplicate;
Page 87 ~ Duplicate;
Page 92 ~ Duplicate;
Page 93 ~ Duplicate;
Page 94 ~ Duplicate;
Page 96 ~ Duplicate;
Page 97 ~ Duplicate;
Page 98 ~ Duplicate;
Page 99 ~ Duplicate;
Page 100 ~ Duplicate;
Page 101 ~ Duplicate;
Page 102 ~ Duplicate;
Page 104 ~ Duplicate;
Page 109 ~ Duplicate;
Page 110 ~ Duplicate;
Page 111 ~ Duplicate;
Page 112 ~ Duplicate;
Page 114 ~ Duplicate;
Page 117 ~ Duplicate;
Page 118 ~ Duplicate;
Page 121 ~ Duplicate;
Page 122 ~ Duplicate;
Page 124 ~ Duplicate;
Page 128 ~ Duplicate;
Page 129 ~ Duplicate;
Page 131 ~ Duplicate;
Page 133 ~ Duplicate;
Page 135 ~ Duplicate;

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Memorandum



To : SAC, DALLAS (87-NEW)

Date 6/29/83

From : SA [redacted]

Subject :

[redacted] 0-196-1721
TED L. GUNDERSON
POSSIBLE ITSP

b6
b7C

On 6/29/83, Investigator [redacted] Northwest Division, Dallas Police Department, Dallas, Texas, (telephone [redacted]) advised writing agent that his department is investigating a complaint of a one half million dollar burglary under their case #281586P. [redacted] explained that the [redacted] currently residing in [redacted] Texas, reported to his department that sometime between 6/3 -23/83, a storage warehouse facility rented by [redacted] in Dallas, Texas, had apparently been burglarized and a formula and chemical procedure for cosmetics stolen. [redacted] in his complaint, alleged that stored in the storage building were a trailer containing chemicals, the formula for a particular cosmetic and the procedure for producing the cosmetic. [redacted] had dealt with [redacted], 20842 Pacific Coast Highway, Malibu, California, (business) [redacted] California (residence) in the production of a cosmetic for [redacted] company, "Indian Earth Company", Los Angeles, California. According to [redacted] on 6/6/83, [redacted] and Gunderson appeared at the storage warehouse (address not given) and told the custodian that [redacted] had given them custody of the warehouse which he had rented and paid for an additional month's rental of the storage unit by check. [redacted] and Gunderson were able to convince the custodian of their right to enter and were allowed to go in to the warehouse rented by [redacted]. On exiting they applied a new lock to the warehouse and departed. Later [redacted] stopped payment on the rental check for the warehouse.

b6
b7C

On 6/23/83, the "burglary" was discovered by [redacted] who commenced his own investigation as to what had occurred. [redacted] learned that subsequent to 6/6/83, [redacted] apparently bought out the Indian Earth Company in Los Angeles and had advised [redacted]. [redacted] obtained the formula to the principal cosmetic produced by Indian Earth. [redacted] maintains that the formula alluded to by [redacted] is his.

b6
b7C

2-Dallas
AWB/lis
(2)

87A-29551-1
SEARCHED [redacted] INDEXED [redacted]
SERIALIZED [redacted] FILED [redacted]
JUN 29 1983
[redacted]

b6
b7C

DL 87-NEW

[] stated that [] doing business as Ground Work Mining Company, has apparently instituted civil action against [] to restrain her from using the formula and, ostensibly on the advice of counsel, reported the burglary to the PD.

b6
b7c

ADMINISTRATIVE

Investigator [] was advised by writing agent that an inquiry would be made as to possible investigative jurisdiction in this matter and he would be advised as to whether or not investigation is being instituted. [] noted that he was not trying to "f~~o~~rm out" the complaint but felt that because of Gunderson's involvement, the FBI should be notified.

b6
b7c

Date 7-20-83

Title and Character of Case

TED L. GUNDERSON;
ITSP;
OO: DC

b6
b7C

Date Property Acquired <u>7-19-83</u>	Source From Which Property Acquired <u>Investigator</u> <u>[redacted]</u> , <u>Dallas P.D.</u>
Location of Property or Bulky Exhibit <u>Bulky</u>	Reason for Retention of Property and Efforts Made to Dispose of Same <u>EVIDENCE</u>
To Be Returned <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	See Serial <u>[redacted]</u> Agent/Submitting Property or Exhibit <u>[redacted]</u>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure.	

Description of Property or Exhibit

1 - Sears lock - cut off w/ Torch

One lock returned to
Imo. [redacted] Dallas
Police West Dallas
by SA [redacted] on
5/24/84 AL

b6
b7C

See 87A-29551-1A

(23)

For Valuable and/or Narcotics Evidence Only	Signature of Two Special Agents
Evidence Bag Seal # _____	Verifying and Sealing Bag Contents

SEMIANNUAL INVENTORY CERTIFICATION TO JUSTIFY RETENTION OF PROPERTY (Initial and Date)

Field File # 87A-29551

OO: DALLAS

ORIGINAL (FILE COPY)

87A-29551-KB
BLOCK STAMP
[redacted]

b6
b7C

[illegible]

Item No.

Remarks

(Title) _____

(File No.) _____

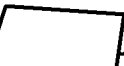
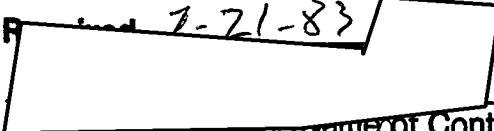

	Item	Date Filed	To be returned		Disposition
			Yes	No	
RM	1	7/13/83	✓		Arrest Records of [redacted] also
					and Photo
H	2	7/25/83	-		Photo - Ted Lee Henderson
L	3	✓	-		Photo - [redacted]
✓	4	✓	-		Photo Spread shown to [redacted]
✓	5	✓	-		Photo Spread shown to [redacted]
✓	6	✓	-		Photos used in Spread - [redacted]
✓	7	✓	-		" " " " - [redacted]
✓	8	✓	-		Interview notes - [redacted] 7/13/83
✓	9	✓	-		" " - [redacted] 7/18/83
✓	10	✓	-		" " - [redacted] 7/19/83
✓	11	✓	-		" " - [redacted] 7/19/83
✓	12	✓	-		" " - [redacted] 7/19/83
✓	13	✓	-		Cc of telegram from [redacted] Griffin Co.
✓	14	✓	-		Cc of notes w/ Griffin Co + GWM Co
✓	15	✓	-		Cc of 3 checks to Griffin
✓	16	✓	-		Cc of Plaintiff's signed petition + Dependent's orig. answer

b6
b7C

1A¹-1A¹⁶
placed in
SUB A 7/25/83. *ph*

87A-29551-1A

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 12 1983	
FBI - DALLAS	
[initials]	


Field File No. _____
OO and File No. DC ~~87~~ 87A-89531-1A¹⁷
Date Rec'd 7-21-83 
From  (Name of Contributor)
5757 Alpha
(Address of Contributor)
Dist. T.
(City and State)
By  (Name of Special Agent)

b6
b7C

To Be Returned ☐ Yes
☒ No
☐ Yes
☒ No

Receipt Given ☐ Yes
☒ No
Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

copy of letter to
from 



b6
b7C

June 8, 1983

[redacted]
The Griffin Co.
P.O. Box 470371
Dallas, TX. 75247

b6
b7C

c/o [redacted]
McCarthy & Swicegood
Attorneys At Law
105 Alpha Tower
Dallas, Texas. 75240

Dear [redacted]

Pursuant to our telephone conversation yesterday, this is to advise you that I have stopped payment on our check # 28330, in the amount of \$728.00 which was presented to you for payment of storage fees due you from Groundworks Mining and Marketing Company.

Further, this is to inform you that Indian Earth Company will not assume any liability for any money due you in this regard.

To the best of my knowledge, Groundworks Mining and Marketing Company is a Texas Company, which is owned and operated by [redacted], and Indian Earth Company has no interest or ownership whatsoever in the above referred to Groundworks Mining and Marketing Co.

b6
b7C

As the [redacted] of Indian Earth Company, I hereby release and hold harmless, The Griffin Company in the event you release any property you are presently holding in the name of Groundworks Mining and Marketing Company to [redacted] or to his appointed agent.

b6
b7C

Specifically, the property you are presently holding on behalf of Groundworks Mining and Marketing Company does not belong to Indian Earth Company, and further, Indian Earth Company holds no claim to this property.

b6
b7C

[redacted]
RFA CORP. dba INDIAN EARTH COMPANY

RF/kh

Indian Earth®

87A-29551-1A17

Field File No. DL 87A-29551-1A¹⁸

OO and File No. _____

Date Received _____

From Investigator _____
(Name of Contributor)

Northwest Division
(Address of Contributor)

Dallas Police Department

b6
b7C

By _____
(Name of Special Agent)

To Be Returned ☐ Yes

☐ No

☐ Yes

☐ No

Receipt Given ☐ Yes

☐ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Offense Incident Report

re

b6
b7C

OID SES TCB - 1744 DALLAS POLICE DEPARTMENT SERVICE #0281586-P
TCE - 1814 OFFENSE INCIDENT REPORT DATE REPORTED 06/23/83

DISPATCHED TO: AT:1641 AS SIG:11

BEAT: 542 WATCH: U ELEMENT: 0542

b6
b7C

COMP. NAME: [REDACTED] R/S/A: W/M [REDACTED]
HOME ADDR: [REDACTED] BUSN. ADDR 5713 AZLE
[REDACTED] FT WORTH 817-625-2681
OCC [REDACTED] HRS: VARY-

OFF. LOC: 04525 IRVINGBLVD APT. DATES OF OCCURRENCE
PREMISES: TRAILER LOT PROP. ATT. CODE: 916 FRI JUN 03, 1983 1600
INV. ASSGN: THR, JUN 23, 1983 1500

OFFENSE/INCIDENT: BMW UCR CODE 1: 06941

M/O:
SUSPS BROKE PAD LOCK AND ENTERED

STATUS: 0 UCR DISP: P SPECIAL REPORT: FOLLOW UP: 8 REVIEWED BY: 2588

SR CODE: 5 RELATED REPORTS: WEATHER COND: VARIED

INV. DIV. NOTIFIED:

REPT. OFF: [REDACTED] OTHER OFF:

b6
b7C

PROPERTY INFORMATION 1					
CD	QTY	DESCRIPTION	SERIAL NO.	VALUE	CLASS
S	1	DOCUMENTS (TRADE SECRETS)		500000.	9
D	1	LOCK		5.	

VALUE PROP. STOLEN: 500000.00

VEHICLE INFORMATION 1					
BMV	YEAR	MAKE	MODEL STYLE	LICENSE	VALID TAG#

VEHICLE COLOR COLOR 1: X COLOR 2: X VIN:
DESC: 40 FT LONG TRACTOR TRAILER, THE KIND DRAWN BY A SEMI

b6
b7C

NARRATIVE

COMPLAINANT [REDACTED] STATED THAT HE LEASED THE ABOVE DESCRIBED TRAILER FROM REPORTEE [REDACTED] MAY 20, 1982. COMPLAINANT [REDACTED] STATED THAT THE TRAILER WAS FILLED WITH MACHINERY EQUIPMENT AND VARIOUS OTHER ARTICLES THAT BELONGED TO [REDACTED] (GROUND WORK MINING AND MARKETING COMPANY). INCLUDED WITH THE PROPERTY IN THE TRAILER WAS A FILING CABINET THAT CONTAINED ALL OF THE TRADE SECRETS OF COMPLAINANT [REDACTED] COMPANY.

REPORTEE [REDACTED] STATED THAT ON JUNE 3, 1983 THE 2 SUSPECTS CAME INTO HIS OFFICE AND IDENTIFIED THEMSELVES AS SUSPECT [REDACTED] AND SUSPECT GUNDERSON. REPORTEE [REDACTED] STATED THAT SUSPECTS TOLD HIM THEY WERE THE NEW OWNERS OF GROUND WORKS MINING COMPANY. REPORTEE [REDACTED] STATED THEY ASKED TO SEE THE TRAILER BECAUSE THE CONTENTS NOW BELONGED TO THEM. REPORTEE [REDACTED] STATED THE SUSPECTS RETURNED AGAIN ON 06 06 83, BUT DID NOT GO TO THE TRAILER AND STAYED ONLY BRIEFLY. REPORTEE [REDACTED] STATED SUSPECTS GAVE HIM A COMPANY CHECK FOR THE LEASE OF THE TRAILER. REPORTEE [REDACTED] STATED THAT LATER PAYMENT WAS CANCELLED ON THAT CHECK. REPORTEE

b6
b7C

06/30/83 0857

DALLAS POLICE DEPARTMENT

PAGE 1.2

DIV SEC [REDACTED]

SERVICE #0281586-P

DATE REPORTED 06/23/83

BMW

[REDACTED] STATED THAT HE WENT OUT TO THE TRAILER AND FOUND THAT THE ORIGINAL PAD LOCK PLACED ON TRAILER BY COMPLAINANT [REDACTED] HAD BEEN BROKEN OFF. REPORTEE [REDACTED] STATED THERE WAS A NEW PAD LOCK ON TRAILER THAT HE BELIEVES WAS PLACED THERE BY SUSPECTS [REDACTED] AND GUNDERSON. REPORTEE [REDACTED] STATED THAT HE HAD A NEW PAD LOCK PLACED ON THE TRAILER. REPORTEE [REDACTED] STATED THAT SINCE THE CHECK GIVEN TO HIM WAS CANCELLED HE BELIEVED THAT THE CONTENTS SHOULD BE HIS UNTIL PAYMENT WAS RECEIVED. COMPLAINANT [REDACTED] ARRIVED AT THE TRAILER LOT TODAY WITH A COURT ORDER TO ALLOW HIM TO INSPECT THE CONTENTS OF THE TRAILER. AFTER DOING SO COMPLAINANT [REDACTED] STATED ALL THAT WAS MISSING WERE SOME DOCUMENTS (TRADE SECRETS). COMPLAINANT [REDACTED] STATED THE LAST TIME HE HAD SEEN THE TRAILER AND ITS' CONTENTS INTACT WAS APRIL 27, 1983. THERE IS CURRENTLY ON'GOING LITIGATION AS TO WHO IS THE RIGHTFUL OWNER OF THE CONTENTS OF THE TRAILER #275 PARKED AT 4525 IRVING BOULEVARD.

b6
b7c

*** END PAGE 1 ***

06/30/83 0857

DALLAS POLICE DEPARTMENT

PAGE 2

DID SES

4740

SERVICE #0281586-P

DATE REPORTED 06/23/83

BMV

SUSPECT INFORMATION 1

CODE	NAME	ADDRESS	NICKNAME/ALIAS	ARREST #
S		20842 PACIFIC COAST MALIBU CA		

b6
b7C

R/S/A

W/F

OTHER DESC BUSINESS 9253 W 3RD, BEVERLY HILLS, CA; 213-858-1721

SUSPECT INFORMATION 2

CODE	NAME	ADDRESS	NICKNAME/ALIAS	ARREST #
S	GUNDERSON, TED			

R/S/A

W/M

OTHER DESC BUSINESS 1100 GLENDON IN WEST LOS ANGELES

COMPLAINANT/WITNESS INFORMATION 1

CODE	NAME	R/S/A	HOME ADDRESS	BUSINESS ADDRESS
RP		W/M		4525 IRVING BLVD 630-9165

b6
b7C

SUSPECT ARRESTED: -

PATROL SUPPLEMENT ATTACHED: -

** END OF REPORT **

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

b6
b7C

By

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

b6
b7C

- (1) - 2 photo's of [redacted]
- (2) - copy of answer to original
motion filed by [redacted]
- (3) copies of 3 documents provided
to [redacted] by [redacted]
Gunderson

GROUNDWORKS

MINING AND MARKETING, INC.

1021 LEVEE STREET • DALLAS, TEXAS 75207 • (214) 748-7231 • TELEX 73364

S
O
L
D
T
O

Indian Earth Co
9261 West Third St
Beverly Hills, CA 90210

S
H
I
P
P
E
D
T
O

Date **March 1, 1981** Our Order No. **2151** Terms: **net 10 days** Your Order No. b6
b7C

Date Shipped	Shipped Via	F. O. B.	Salesman
3/1/81	freight/express	Dallas	

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Process program charge per Indian Earth specs		\$500.
	Customized Auto-Screen adaptor, #20 mesh		375.
	Customized Auto-Screen adaptor, #16 mesh		375.
4	Test milling for Indian Earth product, mesh #24, #20, #18, #16	90. ea	360.
72	Special drums, 29 gauge, open head w/ lug cover	400 ea	288.
8	Analysis of batch samples supplied per Indian Earth instructions	90. ea	720.
	Special tools per Indian Earth request	350.	350.
	Hauling and cartage to Groundworks factory	1400.	1400.
	Total Due		\$4,368.

KEEP ATTACHED TO EXHIBIT

DL # 87A-29551-1A (19)

GROUNDWATER

11	12	13	14
15	16	17	18
19	20	21	22
23	24	25	26

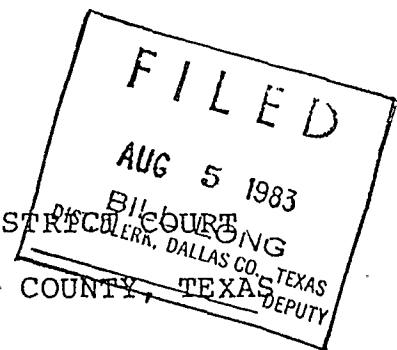
LINE NO	DATE	QUANTITIES	INVOICE BALANCE	PAYMENT	
1		CONTINUE TRANSACTIONS	17159750	< 2521650 >	7935100
2		DEB. WIRE TRANSFER		< 500000 >	
3			17159750	< 9724650 >	7435100
4					
5		FEB WIRE TRANSFER		< 301000 >	
6					
7		FEB EXPENSE	17159750	< 1100000 >	7135100
8					
9		MARCH WIRE TRANSFER		< 100000 >	
10		APRIL " "		< 100000 >	
11					
12			17159750	< 10224650 >	6935100
13		WIRE TRANS 5-3		< 150000 >	
14		" 5-21		< 150000 >	
15		" 5-25		< 150000 >	
16					
17	5/19	9,277150 @ 2.50	2319250		
18					
19	6-16	CK# 26186 26185		< 150000 >	
20					
21	8-20	CK# 26713		< 100000 >	
22					
23	9-10	CK# 26927 26711		< 300.00 >	
24			19479000	< 10954650 >	8524350
25		product		< 18180 >	
26		10-14	19479000	< 10972830 >	2506170
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					

GROUNDWORKS

Ship Date	Quantities	Invoice Amount	Payment Amount		
4/10	4,125	10312.50			
4/24	3,748	9370.00			
5/7	3,780	9450.00			
6/15	5,000	12500.00			
6/29	5,680	14200.00			
7/7	3,760	9750.00			
7/24	3,500	7500.00			
7/27	5,040	12600.00			
7/27	240	600.00			
7/31	3,000	7500.00			
8/8	2,580	6450.00			
7/8	3,150	7875.00			
		108107.50			
3/27	180	22500.00	<22500.00>	6/15/81	check # 11232
6/12	6,633	16582.50	<16582.50>		# 9454
			<11000.00>		
			<5500.00>	8/24/81	check # 11232
			<6000.00>	10/7/81	check # 11232
8/20	2,940 (no invoice)	7350.00			
SEPTEMBER CHARGES		15450.00	<15450.00>	5771.50	
WIRE TRANSFER 10/27/81			<30000.00>		
PRIOR YEAR PAYMENT (OFFICE CREDIT)			110000.00		
10/8	1500	3750.00			
10/23	2200	7000.00			
	6632 (no invoice)	6580.00			
		171870.00	<53583.50>	88287.50	
11/1	2929	7322.50			
11/14	2882	7205.00			
	<5920> RETURN	<14800.00>			
11/24	WIRE TRANSFER		<7500.00>		
8-10/81	TIME ALLOCATED IN MIXING		<1034.00>		
	PAYOTE INVOICE		<10000>		
		171597.50	<92243.50>	79351.00	

DL 87A. 29551-11A⁹

*DL 87A-29551-1A (19)



GROUNDWORKS MINING & MARKETING)	IN THE DISTRICT COURT
)	CLERK OF DISTRICT COURT
VS.)	OF DALLAS COUNTY, TEXAS
)	
GRIFFIN, INC., also known as)	
THE GRIFFIN COMPANY, RFA CORP.,)	
a California Corporation, EVA)	
HAIN, and TED L. GUNDERSON)	95TH JUDICIAL DISTRICT

ORIGINAL ANSWER OF DEFENDANTS
EVA HAIN AND RFA CORPORATION

NOW COME Defendants EVA HAIN ("HAIN") and RFA CORPORATION ("RFA") and file this their original answer to the Plaintiff's Original Petition and to the Cross Petition of Interpleader heretofore filed by GRIFFIN COMPANY, INC., d/b/a THE GRIFFIN COMPANY ("GRIFFIN") and would show unto this Court the following:

I.

For purposes of clarifying the position of Defendants HAIN and RFA in this pleading, reference to Plaintiff hereafter is intended to refer to Mark Miller, the real Plaintiff in interest herein, who for purposes of this lawsuit has adopted as his own the trade name GROUNDWORKS MINING & MARKETING ("GROUNDWORKS"). Defendants HAIN and RFA deny and challenge the right of Mark Miller to use the trade name GROUNDWORKS in any manner which is contrary or antagonistic to the interests of Defendants HAIN and RFA.

II.

Defendants HAIN and RFA generally deny the allegations asserted by Plaintiff in his Original Petition and demand strict proof thereof.

III.

Specifically, Defendants HAIN and RFA deny that Plaintiff (Mark Miller) has any proprietary interest in the physical assets or good will of the manufacturing operation referred to as GROUNDWORKS. Defendants HAIN and RFA deny that Plaintiff (Mark Miller) has any right or entitlement to the contents of the trailer owned and operated by GRIFFIN.

IV.

Defendants HAIN and RFA deny that Plaintiff (Mark Miller) has any proprietary interest in any process designed to process raw ore into the finished cosmetic product known as Indian Earth.

V.

Defendants HAIN and RFA admit that Defendant HAIN and TED GUNDERSON did remove certain items from the trailer owned and operated by GRIFFIN, but vigorously claim that said taking was done under a claim of right. Defendants HAIN and RFA deny that there was any written documentation describing any secret process or formula for the manufacture of Indian Earth in the items removed from the trailer owned and operated by GRIFFIN.

VI.

Defendants HAIN and RFA deny that there has been any conversion of property owned by Plaintiff (Mark Miller), and further deny that Plaintiff (Mark Miller) has suffered any actual damages resulting from the allegations set out in Plaintiff's Original Petition.

VII.

Defendants HAIN and RFA deny that Defendant HAIN and TED GUNDERSON acted with malice in removing items from the contents of the GRIFFIN trailer, but rather acted out of a claim of right and necessity to protect the interests of Defendants HAIN AND RFA.

VIII.

Defendants HAIN and RFA specifically deny Plaintiff's claims for damages of any kind, actual or exemplary.

IX.

Defendants HAIN and RFA will affirmatively demonstrate in defense of Plaintiff's allegations and claims for relief that Defendant HAIN is the 100% shareholder of RFA, and that RFA holds the trademark for "Indian Earth", the cosmetic powder manufactured in the GROUNDWORKS operation, and that RFA has been marketing Indian Earth nationwide and internationally for several years.

X.

Defendants HAIN and RFA will further show that the creation and continued operation of the GROUNDWORKS operation was at the instigation and expense of RFA, and that Plaintiff (Mark Miller) was simply retained by RFA to perform the manufacturing process and function necessary to provide RFA with the finished product known as Indian Earth and marketed exclusively by RFA.

XI.

Defendants HAIN and RFA will show that the GROUNDWORKS operation was simply an extension of RFA, and that no proprietary or equity interest in the equipment or inventory of raw materials used in the GROUNDWORKS operation was ever granted to Plaintiff (Mark Miller) by RFA.

XII.

Defendants HAIN and RFA are prepared to pay to GRIFFIN all sums due under the trailer lease because Defendant RFA is the rightful owner of the contents of the trailer. Defendants HAIN and RFA submit that Plaintiff (Mark Miller) should be required to pay the attorneys' fees incurred by GRIFFIN as well as the costs of court in view of the nonmeritorious claims of Plaintiff (Mark Miller).

WHEREFORE, PREMISES CONSIDERED, Defendants HAIN and RFA pray that Plaintiff's claim for relief be denied in all respects, that no temporary injunction be entered pending final resolution of this case, and that costs and GRIFFIN'S attorneys' fees be taxed to Plaintiff (Mark Miller), and for such other and further relief, at law or in equity, to which Defendants may show themselves entitled.

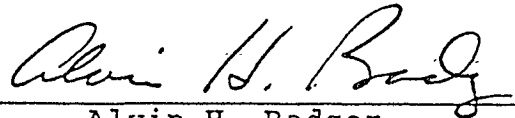
Respectfully submitted,

JOHNSON, BROMBERG & LEEDS

BY Alvin H. Badger
Alvin H. Badger
4400 RepublicBank Tower
Dallas, Texas 75201
214/655-1500
Texas Bar No. 01498500

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing Original Answer of Defendants Eva Hain and RFA Corporation has been served on counsel for Plaintiff, D. Douglas Brothers, Leonard, Koehn & Hurt, 2001 Bryan Tower, Suite 751, Dallas, Texas 75201, by hand delivery on the 5th day of August, 1983, and on counsel for Defendant Griffin Company, Inc., James E. Swicegood, McCartney & Swicegood, 5757 Alpha Road, Suite 105, Dallas, Texas 75240, by depositing same in the United States mail, certified, return receipt requested, on this the 5th day of August, 1983.



Alvin H. Badger

Field File No. DL 87A-29551-1A (20)
OO and File No. CA SC 87-5857
Date Received 8/18/83
From Sacramento
(Name of Contributor)

(Address of Contributor)
(City and State)

By _____
(Name of Special Agent)

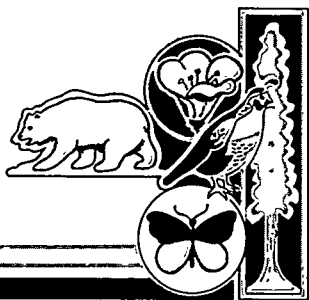
To Be Returned ☐ Yes
☐ No
☐ Yes
☐ No

Receipt Given ☐ Yes
☐ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

certified copies of documents



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

AUG 10 1983



March Fong Eu

Secretary of State

KEEP ATTACHED TO EXHIBIT

DL # 87A-29551-1A

(20)

P.O. Box 2888
Sacramento, CA 95831
Phone: (916) 445-5141

STATE OF CALIFORNIA

Report Form for
Secretary of State

DO NOT WRITE IN THIS SPACE

83 124762

FILED
SACRAMENTO, CA

MAR - 8 1983

March 7, 1983

MAILED
SECRETARY OF STATE

STATEMENT BY DOMESTIC STOCK CORPORATION

THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 1302, CORPORATIONS CODE).

PLEASE TYPE OR USE BLACK INK WHICH WOULD BE SUITABLE
FOR MICROFILMING.

8821350 DUE DATE 02/28/83 37045

RFA CORP.
9253 W THIRD ST
BEVERLY HILLS, CA 90210

DO NOT ALTER PREPRINTED NAME IF ITEM 1 IS BLANK PLEASE ENTER CORPORATE NAME

THE CORPORATION IS A DOMESTIC CORPORATION UNDER THE LAWS OF THE STATE OF CALIFORNIA. MAKE THE
FOLLOWING STATEMENTS.

2 STREET ADDRESS OF HEADQUARTERS OFFICE 9253 WEST 3RD ST DO NOT USE P.O. BOX NO.	3A CITY OR ROOM Beverly Hills	3B ZIP CODE 90210
3 STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIF. IF ANY SAME DO NOT USE P.O. BOX NO.	3A CITY OR ROOM CAUF	3B ZIP CODE
4 MAILING ADDRESS (OPTIONAL) SAME	4A CITY & STATE	4B ZIP CODE

NAMES OF THE FOLLOWING OFFICERS ARE:

5 RICHARD FAUN CHIEF EXECUTIVE OFFICER	5A 9253 WEST 3RD ST BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	5B BEVERLY HILLS, CALIF CITY & STATE	5C 90210 ZIP CODE
6 EVA K. HAIN SECRETARY	6A 9253 WEST 3RD ST BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	6B BEVERLY HILLS, CALIF CITY & STATE	6C 90210 ZIP CODE
7 RICHARD FAUN CHIEF FINANCIAL OFFICER	7A 9253 WEST 3RD ST BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	7B BEVERLY HILLS, CALIF CITY & STATE	7C 90210 ZIP CODE

8 NAMES AND COMPLETE BUSINESS OR RESIDENCE ADDRESS OF INCUMBENT DIRECTORS INCLUDING THOSE DIRECTORS WHO ARE
ALSO OFFICERS. (Attach a supplemental list of directors if needed).

8A RICHARD FAUN	8B 999 N. Doheny DR #804 BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	8C Los Angeles, CALIF CITY & STATE	8D 90069 ZIP CODE
8A EVA K. HAIN	8B 20840 Pacific Coast Hwy BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	8C MALIBU, CALIF CITY & STATE	8D 90265 ZIP CODE
NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE
NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE
NAME	BUSINESS OR RESIDENCE ADDRESS (DO NOT USE P.O. BOX)	CITY & STATE	ZIP CODE

9 THE NUMBER OF VACANCIES ON THE BOARD, IF ANY

0

AGENT FOR SERVICE OF PROCESS

RICHARD FAUN
999 N. Doheny DR
Los Angeles, CALIF 90069

A. IF APPLICABLE, BY SIGNING, A RESIDENTIAL ADDRESS IF AN INDIVIDUAL. IF ONLY ONE AGENT CAN BE NAMED, THE AGENT IS
A. IF APPLICABLE, BY SIGNING, A CORPORATION. (DO NOT USE P.O. BOX)

10 TYPE OF BUSINESS

Cosmetic Mfg & Sales

11 TYPE OF BUSINESS

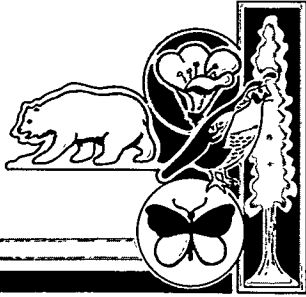
PRESIDENT

12 DATE

4-5-83

13 SIGNATURE OF AGENT

14 SIGNATURE OF AGENT



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

AUG 10 1983



March Fong Eu

Secretary of State

ARTICLES OF INCORPORATION

OF

RFA CORP.

I

The name of this corporation is RFA CORP..

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III


The name and address in the State of California of this corporation's initial agent for service of process is:

RICHARD FAUN, 999 Doheny Drive, Suite 804, Los Angeles, CA 90069.

IV

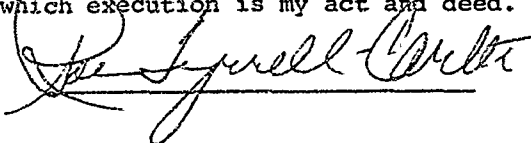
This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 50,000.

DATED: February 23, 1978.


Signature of Incorporator

ROBIN TYRELL-CARTER
Typed name of Incorporator

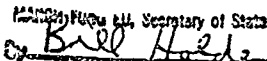
I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



861135

FILED
In the office of the Secretary of State
of the State of California

FEB 23 1978

MANUEL F. HALL, Secretary of State

Deputy

Field File No. _____

OO and File No. DL 87A-89551-1A ⁽²¹⁾

Date Received 8-9-83

From _____

(Name of Contributor)

Dallas Costume Shoppe

(Address of Contributor)

Dallas Texas

b6
b7C

By _____

(Name of Special Agent)

To Be Returned ☒ Yes

~~☐ No~~

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

agreement between RFA
corp and Dallas Costume Shoppe.

RJR

AGREEMENT

2476

This Agreement is made and entered into this day of June, 1978, by and between RFA CORP., a California corporation (hereinafter RFA) and DALLAS COSTUME SHOP (hereinafter DALLAS).

WITNESSETH:

WHEREAS, DALLAS is a producer and supplier of a product known as TEXAS DIRT, which RFA has been purchasing from DALLAS and marketing under the trademark INDIAN EARTH;

WHEREAS, DALLAS and RFA desire to enter into a long term arrangement for the purchase and sale, respectively of DALLAS' product;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions, the parties do hereby agree as follows:

1. DALLAS agrees to supply all the requirements of RFA for the product, of the same quality which it has been supplying to date. RFA agrees to purchase from DALLAS a minimum of EIGHT THOUSAND (8,000) pounds per year of the product, but shall be entitled to purchase, and DALLAS shall be required to supply, RFA'S full requirements subject to reasonable notice of said requirements by RFA to DALLAS.

2. The purchase price shall be \$ 250⁰⁰ per 100 pounds. Billing shall be in a thirty-day invoice or as is otherwise

mutually arranged by the parties.

3. The term of this Agreement shall be for ten years, from the date of execution of this Agreement.

4. In consideration of and as part of the inducement for RFA entering into this Agreement, DALLAS hereby grants to RFA an exclusive option to purchase DALLAS' product operation. Said option may be exercised at any time during the term of this Agreement by payment to DALLAS of the of Seventy-FIVE

Thousand (\$75,000⁰⁰) payable as follows:

- (a) \$ 15,000⁰⁰ upon exercise of the option;
- (b) \$ 30,000⁰⁰ within six (6) months of the exercise of the option;

(c) The balance within one (1) year of said exercise.

DALLAS shall, of course, do nothing to impair the rights granted to RFA hereunder during the term of this Agreement. If and when said option to purchase is exercised, DALLAS shall transfer to RFA all its right, title and interest in and to the product including, but not limited to, all formulas, secret processes, lists of suppliers and sources, methods of preparation and refinement, records, laboratory tests, and other instructions or directions which will be necessary to enable RFA to continue processing of the product, together with all existing inventory.

5. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of both parties.

subscribed at prior agreement as whether written or oral existing

between

in

on the

KEEP ATTACHED TO EXHIBIT

DL # 87A-29551-1A (21)

REA CORPORATION

END



b6
b7C

6. This is the entire Agreement between the parties and
supersedes all prior agreements whether written or oral existing
between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement
on the day first written above.



By: _____



By

b6
b7C

Field File No. _____ (27)

OO and File No. DL 87A-29551-1A

Date Received 8-29-83

From _____
(Name of Contributor)

(Address of Contributor) b6
b7C

By _____
(Name of Special Agent)

To Be Returned ☐ Yes
☒ No
☐ Yes
☒ No

Receipt Given ☐ Yes
☒ No
Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

Interview notes w/

b6
b7C

2

6/24/78 - exclusive right for 25th *

sold for \$178952.18

4-21-78 thru 3-16-81

Some dried up when
Colorado fuel is down would
not sell it.



at least 50 to 100

$$\frac{2700}{500}$$

$$\frac{5}{27}$$

$$\frac{27}{5}$$

$$\frac{5.4}{27}$$

$$27 \overline{) 50}$$

1.20

$$\frac{1.20}{3.00}$$

$$\frac{2.75}{3}$$

752

7/9/83

b6
b7C

[redacted]
[redacted] of Dallas Costume Shoppe

Colorado -

[redacted] first come last out

[redacted] purchased the

period -

purchased 10 lbs at that time
3/76 \$
for ~~2050~~ 375 per lb.

last 4/21/78 sold to [redacted]

to K - 1978

200 lb @ 2.75 per lb. 4/21/78

DL87A-29551-1A (22)

(1A-23)
~~(S)~~

Field File No. 87A-15139-1A

OO and File No. _____

Date Received 7/29/83

From _____

(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

By _____

b6

b7C

To Be Returned ☐ Yes

Receipt Given ☐ Yes

☒ No

☒ No

Description:

Agents Notes.

7/29/83

b6
b7C

87A-15139

know

[redacted] 1/81 he called [redacted] and was interested in [redacted] [redacted] & said he were

coming in from [redacted]

[redacted] and [redacted] him at the airport. [redacted] didn't

tell [redacted] why he wanted the [redacted] b4
b6
b7C

[redacted] & [redacted] didn't ask

[redacted] brought [redacted] to his plant to see his material & what was available

& [redacted] took some samples w/ him &

2/9/81 [redacted] purchased 1 truck load of material & shipped it to

Groundworks 1021 Levee St. DC TX

5/22/81 1 truck load. 521 Richardson Dr, Grand Prairie

7/17/81

8/21/81

10/26/81

~~8/24/81~~
~~10/21/81~~

During Summer 1981

[redacted] came to [redacted] w/ him because of product problem

That Rex wanted to clear up

[redacted] found out that they were in the corporate business making (INDIAN EARTH) [redacted] b6
b7C

haven't shipped anything to Groundworks for 2 yrs but have kept in touch w/ [redacted] saying

promote business
GWMC Her shipped to.
RFA - did Buene ¹⁹⁸⁴
shipped nothing to IEC (Indian Earth Co.)

b6
b7C

^{Froa CB}
Late 82 or early 83 ^{Don A} Man
31-35 w/m Thin Build ^{note} 6' 6" long thin
Face dark hair, light skin long
finger clean shaven, Feminine Acting
and talked about Indian Earth &
that he was competing against I.E. &
wanted to make similar product. There was
a lot of money involved. He stayed all
day - took ^{samples} - ^{hair} back to CB & said
he would be back in touch & has
never called.

This man He said he was a manager
of a building & was entering the
Cosmetic Business. The man ask for
security and a promise not to
enter the business.

This man said he was working for a
55+ old man who had all of the
connections & would bank roll him

Field File No. 87A-29551-1A

OO and File No. DL

Date Received 5/24/84

From Inv.
(Name of Contributor)

DPD/N.W. Sub-Station
(Address of Contributor)

DL, TX
(State)

By
(Name of Special Agent)

b6
b7C

To Be Returned ☐ Yes
☐ No
☐ Yes
☐ No

Receipt Given ☐ Yes
☐ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

- ①. Disposition of Evidence Copy
for IB^①
- ②. Receipt for IB^① returned to
Inv.

b6
b7C

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released

On (date) 5-24-84

item(s) listed below were:

- ☐ Received From
☒ Returned To
☐ Released To

(Name) INV. [] b6
(Street Address) Dallas Police Dept. / N.W. SUB-STATION. b7C
(City) DALLAS, TEXAS

Description of
Item(s):

(1) ONE "SERV'S" LOCK CUT OFF WITH TORCH

Received by:

[]

Received from

[]

b6
b7C

b6
b7C

[illegible]

Item No.

Remarks

FBI

TRANSMIT VIA:

☒ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☒ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☒ UNCLAS

Date 7/1/83

#0001

FM FBI DALLAS (87A-29551)

TO DIRECTOR FBI ROUTINE

BT

UNCLAS

[REDACTED]; TED L. GUNDERSON; THEFT OF 10 PAGES AND NOTEBOOK
CONTAINING TRADE SECRETS OF GROUND WORK MINING COMPANY (GWMC),
VALUED AT \$500,000; ITSP; OO: DALLAS

ON JUNE 29, 1983, INVESTIGATOR [REDACTED] NORTHWEST DIVISION,
DALLAS, TEXAS, POLICE DEPARTMENT (DPD), ADVISED THAT DPD RECEIVED
COMPLAINT FROM [REDACTED] TEXAS,
WHO STATED THAT SOMETIME BETWEEN 6/3-23/83 A TRAILER RENTED BY
[REDACTED] IN DALLAS, TEXAS, HAD BEEN BURGLARIZED AND TEN PAGES AND A
NOTEBOOK CONTAINING THE FORMULA AND CHEMICAL PROCEDURE FOR A
COSMETIC HAD BEEN STOLEN. [REDACTED] GROUND WORKS MINING
COMPANY (GWMC), HAD SOLD THIS COSMETIC TO INDIAN EARTH COMPANY (IEC),
LOS ANGELES, CALIFORNIA. OWNERS OF IEC HAD BEEN [REDACTED] AND
[REDACTED] ACCORDING TO [REDACTED] ON JUNE 3, 1983, [REDACTED] AND

1 - Dallas
DAH/jep
(1)
jep

Serialize *[initials]*
Index *[initials]*
File *[initials]*
Search *[initials]*

87A-29551-2
[initials]

Approved: *[initials]*

Transmitted

0001
(Number)

16037
(Time)

Per

bua

262 51 15 83
JUL 1 1983

DALLAS TEXAS
FBI

b6
b7C

b6
b7C

b6
b7C

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date _____

PAGE TWO DE DL 0001 UNCLAS (DL 87A-29551)

GUNDERSON APPEARED AT LOCATION OF TRAILER, 4525 IRVING BOULEVARD, DALLAS, TEXAS, AND STATED TO OWNER OF TRAILER, [REDACTED] THAT THEY WERE NEW OWNERS OF GWMC. SUBJECTS ASKED TO SEE INSIDE OF TRAILER BECAUSE CONTENTS NOW BELONGED TO THEM. [REDACTED] STATED THERE WAS A LOCK ON BACK DOOR OF TRAILER AND HE SAW SUBJECTS ENTER TRAILER AND ALSO LEAVE TRAILER LATER. [REDACTED] STATED SUBJECTS RETURNED JUNE 6, 1983, BUT DID NOT GO TO TRAILER AND STAYED ONLY BRIEFLY. SUBJECTS GAVE [REDACTED] A CHECK FOR LEASE OF TRAILER AND LATER PAYMENT WAS CANCELLED ON THAT CHECK. [REDACTED] STATED THAT LATER HE WENT TO TRAILER AND FOUND THE ORIGINAL PADLOCK PLACED ON TRAILER BY [REDACTED] HAD BEEN BROKEN OFF AND A NEW PADLOCK HAD BEEN PUT ON TRAILER.

[REDACTED] BELIEVES PADLOCK PLACED THERE BY [REDACTED] AND GUNDERSON. [REDACTED] BELIEVED CONTENTS OF TRAILER WERE HIS UNTIL PAYMENT WAS RECEIVED FOR LEASE AND [REDACTED] ARRIVED JUNE 23, 1983, WITH A COURT ORDER TO INSPECT CONTENTS OF TRAILER. AFTER DOING SO, [REDACTED] NOTED THAT ALL THAT WAS MISSING WERE CAPTIONED DOCUMENTS (TRADE SECRETS).

CONTACT WITH [REDACTED] BY [REDACTED] DETERMINED THAT SUBSEQUENT TO JUNE 6, 1983, [REDACTED] HAD APPARENTLY BOUGHT OUT [REDACTED] AND STATED AT A MEETING OF IEC THAT SHE HAD OBTAINED FORMULA TO PRINCIPAL COSMETIC SOLD BY IEC. [REDACTED] MAINTAINS FORMULA ALLUDED TO BY [REDACTED]

b6
b7C

Approved: _____ Transmitted _____ Per _____
(Number) (Time)

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date _____

PAGE THREE DE DL 0001 UNCLAS (DL 87A-29551)

IS HIS AND CURRENTLY HAS A CIVIL ACTION AGAINST [] TO RESTRAIN
HER FROM USING THE FORMULA THAT IS SCHEDULED FOR THE WEEK OF
JULY 11, 1983, IN FRONT OF JUDGE NATHAN HECHT, 95TH CIVIL DISTRICT
COURT, DALLAS, TEXAS.

b6
b7C

ON JUNE 29, 1983, ABOVE FACTS PRESENTED TO AUSA []
NDT, DALLAS, TEXAS. AUSA [] FURTHER ADVISED THAT [] STATED HE
WOULD ATTEMPT TO HAVE FILED FELONY SECOND-DEGREE CHARGES AGAINST
SUBJECTS FOR BURGLARY OF A BUILDING, SHOULD THE U.S. ATTORNEY'S
OFFICE DECLINE PROSECUTION IN THIS MATTER. AUSA [] STATED HE
WAS INTERESTED IN PURSUING FEDERAL PROSECUTION IN THIS MATTER AND
FURTHER INVESTIGATION SHOULD BE CONDUCTED BY THE DALLAS OFFICE OF
THE FBI.

b6
b7C

ADMINISTRATIVE: IT SHOULD BE NOTED THAT TED L. GUNDERSON IS
IDENTICAL TO SUBJECT OF DL FILE 196A-2721, BU FILE 196-3895, TITLED
"TED GUNDERSON; [] DBA
DEKLA INTERNATIONAL, LOS ANGELES, CALIFORNIA", AND IS A FORMER
SPECIAL AGENT IN CHARGE OF THE FBI WHO WAS AT ONE TIME ASSIGNED TO
THE DALLAS DIVISION.

b6
b7C

BT

#0001

NNNN

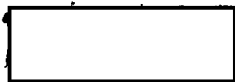
Approved: _____ Transmitted _____ Per _____
(Number) (Time)

17

1921022 H 3/2 Y

87A-29551-3

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 25 1983	



MD

b6
b7C

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 7-20-83

[redacted] was interviewed at the Northwest Substation for the Dallas Police Department (PD), in the presence of Investigator [redacted] and after having been notified of the identity of the interviewing Agent and the nature of the contact, provided the following information:

b6
b7C

[redacted] stated [redacted] of Ground Works Mining Company (GWMC), and the only product that he is currently producing is a cosmetic that he sells to Indian Earth Company (IEC). [redacted] stated that he is the only supplier for IEC for this product, and IEC is his only customer. He has been selling this product since January of 1981 to IEC. [redacted] stated that he had no insurance on any of the items that were in the trailer at the Griffin Company (GC) lot at 4525 Irving Boulevard.

b6
b7C

[redacted] stated that [redacted] is [redacted] and is the [redacted] of IEC, and [redacted] is the other [redacted] of IEC.

b6
b7C

[redacted] stated that he has had his machinery and raw materials in the trailer on Irving Boulevard since May of 1982. Also included in the trailer was a file cabinet which contained paperwork regarding GWMC, including the formula for producing the product.

b6
b7C

[redacted] stated that approximately one month before the trailer was broken into, he had received a call from IEC, and was asked to produce 10,000 pounds of material to be sold to IEC. [redacted] stated that he had not made or sold any products to IEC in approximately one year.

b6
b7C

Investigation on 7-1-83 at Dallas, Texas File # DL 87A-29551

by SA [redacted] : cab

Date dictated 7-19-83

b6
b7C

DL 87A-29551

[] stated that in 1981, he sold approximately \$210,000 worth of products to IEC, and in 1982 approximately \$23,000 worth of products.

b6
b7C

[] stated that he sells the materials to IEC for \$2.50 a pound, and of this cost, approximately 50 percent is profit to him.

[] stated that it was his understanding, after talking to [] at Griffin Company, that two individuals, Ted Gunderson and [], had been out to the GC lot where the trailer was stored on June 3, 1983, and attempted to remove the trailer from the lot. [] stated that the trailer was not moved; however, [] and Gunderson did gain access to the trailer. [] stated that he had a lock on the trailer and that lock was apparently removed.

b6
b7C

[] stated that when he finally gained access to the trailer through a court order, the file cabinet had been entered into, and to the best of his knowledge, the only things removed were a notebook and approximately ten pages, which contained the trade secrets and chemical process required to produce the product.

b6
b7C

[] stated that [] indicated to him that at a meeting in Los Angeles shortly after the trailer had been entered, Gunderson stated that he had removed something from the trailer. [] further stated that while [] and Gunderson were in the Dallas area, he was never contacted by them.

b6
b7C

[] stated that he valued the trade secrets and chemical process at approximately \$500,000, stating that he had lost a potential profit of \$100,000 per year for the next five years. [] stated that he based this on the fact that business was rapidly increasing for IEC, and they would have to come to him for product to sell. [] stated that the fact that they contacted him and requested more product indicated to him that they were very low on product and would need a large shipment to replenish their inventory. [] stated that the Indian Earth product is sold at exclusive department stores across the United States and world wide.

b6
b7C

[] stated that IEC is a subsidiary of RFA Corporation, a California corporation.

b6
b7C

DL 87A-29551

[] has obtained a temporary restraining order to prevent IEC from producing any of the cosmetic at this time. [] stated that this particular temporary restraining order is filed with Judge Nathan Hecht, of the 95th District in Dallas, Texas.

b6
b7C

[] stated that his Attorney's name is [], [] Texas.

b6
b7C

[] described further the items taken from the trailer as one red notebook, approximately five inches by seven inches in size, and ten to twelve sheets of eight and a half by eleven inch paper with the step-by-step process required to produce the product. [] stated there was also a suitcase in the trailer which had been opened, and items in the suitcase had been shuffled around.

b6
b7C

[] stated [] had bought out [] approximately June 20, 1983, making her [] of IEC.

b6
b7C

[] stated that the fact that his particular cosmetic is different than other cosmetics is in the raw material used to produce the product. [] stated that this particular product is made from [] and that different mines will produce various different shades of the product. [] stated that he purchases his product from []

b4
b6
b7C

[] stated that in order for [] or IEC to produce this particular cosmetic identically the way he did, they would have to know his source of supply for [] [] stated that that could have been obtained when they went through the trailer from the various paperwork. [] stated that with that particular process, and knowing the supplier of [] [] it would be no problem for IEC to purchase the machinery required to produce the product.

b4
b6
b7C

[] stated that he was not sure how [] and Gunderson knew where the trailer was located, but that it was possible that he may have told either [] the location of the trailer over the past year.

b6
b7C

DL 87A-29551

[redacted] stated that [redacted] of GWMC, and that he does not currently owe either [redacted] or IEC any money, nor has [redacted] or IEC ever made an offer to purchase GWMC.

b6
b7c

87A-29551-4

SEARCHED.....	INDEXED.....
SERIALIZED <i>h</i>	FILED <i>h</i>
JUL 25 1983	
FBI - DALLAS	

b6
b7C

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 7-13-83

[redacted] was telephonically contacted at his mother's residence in [redacted] at telephone number [redacted] and after having telephonically advised [redacted] of the identity of the Agent, [redacted] advised the following:

b6
b7C

[redacted]

b6
b7C

[redacted] stated that his Attorney is [redacted], telephone number [redacted], in Los Angeles, California.

b6
b7C

[redacted] stated that he has been acquainted with [redacted] for approximately 12 years, and he met her in Las Vegas as a social acquaintance. In 1977, [redacted] [redacted] Indian Earth Corporation, sold some of the powder to [redacted] who in turn called [redacted] with the intent to start a business distributing this powder.

b6
b7C

In September of 1977, the three of them decided that they would start the business, and in 1978 RFA Corporation, a California corporation, was formed with the intent to distribute this particular powder. During 1978, around the time of the formation of RFA Corporation, [redacted] decided that she had no interest in the business aspect of the company, and sold the trademark for Indian Earth to RFA for a fixed sum, which was to be paid off over a period of one year. RFA Corporation had two officers, [redacted], and [redacted]

b6
b7C

[redacted] stated that there was no distinct ownership percentage determined when RFA Corporation was formed, and in 1979, [redacted] filed an action against [redacted] to make her a 50 percent owner in the company.

Indian Earth Company (IEC) was a subsidiary wholly owned by RFA Corporation.

Investigation on 7-12-83 at Dallas, Texas File # DL 87A-29551

by [redacted] :cab Date dictated 7-13-83

b6
b7C

DL 87A-29551

[] stated that the original supplier for the powder was not [], but another supplier. [] stated that there was an agreement made with the original supplier of the powder that IEC could purchase for \$70,000 the rights to that particular powder, along with the formula and procedure for producing that powder. The fiscal year for IEC ends on February 28th of each year, and for the fiscal year ending February 28, 1979, sales were approximately \$300,000. Sales for fiscal year ending February 28, 1981 were approximately 6.9 million dollars, and for fiscal year ending February 28, 1982 were approximately 7.9 million dollars. [] stated that the purchase price for the powder that they purchased from the supplier was \$2.50 a pound, which is also the current price that they paid [] and Ground Works Mining Company (GWMC) for the product. [] stated that they buy the finished product in bulk from the supplier, and package it in small pottery containers, place it in a small cardboard box, and put cellophane around the box and sell it to the retail distributors.

b6
b7C

[] stated that in 1980, the original supplier for the powder could not supply anymore, and it was decided that [] would supply IEC the powder. In 1980, GWMC provided approximately 80,000 pounds, valued at \$200,000, to IEC. In 1981 and 1982, GWMC provided approximately 10,000 to 12,000 pounds each year.

b6
b7C

[] stated that one pound of the products from the supplier will produce about 16 units. Therefore, 10,000 pounds would produce approximately 16,000 units of finished product.

b6
b7C

[] stated that in the 18 month period from approximately the middle of 1981 through the end of 1982, business had dropped off dramatically due to internal strife between []. The disputes centered mainly around how to run the company, and not in the product itself. Because of these internal problems, sales dropped to almost zero at the end of 1982. In February of 1983, sales for IEC were approximately \$20,000, and the monthly sales in May of 1983 were approximately \$200,000. [] stated that sales had began to pickup very dramatically, and the estimate for the fiscal year ending February 28, 1984 was three and a half million dollars in sales. Of this three and a half million dollars in sales, the powder supplied by GWMC represented at least 75 percent of the sales. [] stated that IEC has two other smaller products which do not represent a very large percentage of the sales of IEC.

b6
b7C

DL 87A-29551

[] stated that over the last three year period that GWMC has provided powder, there have been approximately one and a half million units sold.

b6
b7C

[] stated that there was a verbal agreement between [] that GWMC would not sell the product to anyone other than IEC. [] stated that [] were very much aware of this agreement.

[] stated that neither RFA Corporation or IEC had ever attempted to buy out GWMC, and that [] was [] of GWMC. [] stated that to his knowledge, neither [] nor GWMC owed RFA Corporation, IEC, or [] any money. In fact, [] stated that IEC owes [] between \$60,000 and \$80,000 for a product that [] has previously shipped to IEC.

b6
b7C

[] stated that he was contacted by [] sometime between June 3, 1983, and June 6, 1983, and told that [] and an individual by the name of Ted Gunderson had been out to a trailer that [] had rented and stored the equipment and chemical formula for GWMC. [] informed [] that [] and Gunderson had represented themselves to the owner of the trailer that they owned the contents of the trailer, inasmuch as they had purchased GWMC, and that they wanted to see what was in the trailer. [] and Gunderson entered the locked trailer. The lock had been placed on the trailer by [] [] stated that on either June 6, 1983, or June 7, 1983, [] requested a meeting at a restaurant in Los Angeles for that evening. [] stated [] arrived at the restaurant, [] was with an individual who identified himself as Ted Gunderson, former Head of the Federal Bureau of Investigation (FBI) in Dallas and Los Angeles. [] stated that [] arrived at the restaurant and was at the meeting approximately five minutes after the meeting had started. When [] asked Gunderson what his interest in the matter was, Gunderson stated that he had been retained by [] [] stated that [] of IEC, he wished to know if Gunderson had been retained by [] personally or as a representative of IEC. Gunderson answered this particular question by stating that, "That remains to be seen". [] stated that he did not know the exact purpose of the meeting, but that he assumed it was in regards to the trip that [] and Gunderson had made to Dallas the previous weekend. [] stated to [] at that time that she had gone to Dallas to get what was hers, and that she owned GWMC. [] asked [] and Gunderson if they broke the lock and entered the trailer, and Gunderson replied, "Yes". [] then asked if anything was taken

b6
b7C

DL 87A-29551

out of the trailer, and again Gunderson replied, "Yes". When [] asked what was taken from the trailer, Gunderson replied that there were some papers taken that belonged to IEC. [] stated that [] he wished to know what specific papers were taken, and Gunderson at that point stated that he would not say, and became very vague as to the nature of what was taken. [] stated that Gunderson did say that he did have the papers in his possession. When [] asked to see the papers, [] stated Gunderson just smirked and did not say anything. [] stated that there was not much else said at the meeting, and that it ended rather abruptly.

b6
b7C

[] stated that he had contacted [] to produce more of the product in May of 1983, inasmuch as the inventory levels at IEC of the product were becoming very very low.

b6
b7C

On June 9, 1983, [] stated that there was a meeting between [] Gunderson, an unidentified woman, [] and [] at which time [] presented an offer and a copy of a check that had been placed in escrow for \$150,000 to purchase [] ownership in IEC. At that time, Gunderson signed as a witness to the offer. [] stated that [] did not have that kind of money, and that she would have had to have had some type of financial backer to come up with that kind of money.

b6
b7C

On June 17, 1983, [] stated [] signed his shares of stock over to [] and he was no longer [] or affiliated with RFA Corporation or IEC as of 6:00 P.M. that evening.

b6
b7C

[] stated that [] had also been associated with a cosmetic company in San Francisco by the name of Novato Corporation.

[] stated that through his contacts with people he knows at IEC, the business is still functioning and the product is still being shipped. [] stated he did not know whether or not they have produced any of the product as of yet.

[] stated that he knew of the location of the trailer in Dallas that [] had stored the product at, and it is quite possible that he could have told [] where the trailer was.

b6
b7C

[] stated that IEC is growing very rapidly at this point, and that sales have been increasing at a very rapid pace since the beginning of 1983, and that there will be an immediate need for product by IEC in order to fulfill its demand to its distributors.

1

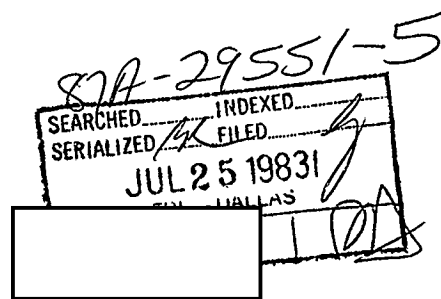
FEDERAL BUREAU OF INVESTIGATION

Date of transcription 7-20-83

The following photographs were used by [redacted],
Photo Clerk, Dallas, Texas, to prepare a photo spread:

1. [redacted]
2. Unknown white male, Dallas Police Department
photograph [redacted] dated May 11, 1963.
3. Ted L. Gunderson.
4. Unknown white male.
5. Unknown white male.
6. [redacted].

b6
b7C
b7E



b6
b7C

Investigation on 7-13-83 at Dallas, Texas File # DL 87A-29551

by *SA* [redacted] cab Date dictated 7-18-83

b6
b7C

1

FEDERAL BUREAU OF INVESTIGATION

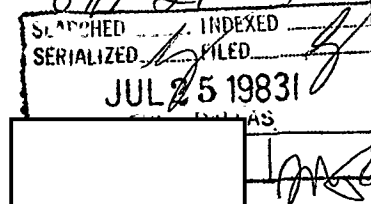
Date of transcription 7-20-83

The following photographs were used to prepare a photo spread by Photo Clerk, Dallas, Texas:

1. - Beverly Hills Police Department, photographed on December 27, 1972.
2. Unknown white female.
3. Unknown white female - Dallas, Texas Sheriff's Department photograph number dated October 3, 1974.

b6
b7C
b7E

- 4.
- 5.
- 6.



b6
b7C

Investigation on 7-13-83 at Dallas, Texas File # DL 87A-29551

by SA :cab Date dictated 7-18-83

1

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 7-20-83

[redacted] Texas, was interviewed at the Griffin Company, 4525 Irving Boulevard, Dallas, Texas, and was apprised of the identity of the Agent and the nature of the inquiry. Also present during this interview was [redacted] provided the following information:

b6
b7C

[redacted] advised that he does maintenance work on a contractual basis for the Griffin Company's utilities lot. [redacted] cannot recall the exact day, but approximately one month ago [redacted] the Manager of the lot, instructed him to cut off a lock from the rear door of a trailer. A Trailmobile trailer, white in color, bearing unit number 275, was in full view during the interview, and [redacted] acknowledged that it was the trailer from which he cut the lock off. [redacted] advised that he cut the lock off using an acetylene torch, and the lock fell to the ground. [redacted] then walked away and resumed work in another part of the yard. [redacted] also advised that no one other than [redacted] [redacted] was present when he did the job.

b6
b7C

87A-29551-7

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 25 1983	
[redacted]	

AS [signature]

b6
b7C

Investigation on 7-13-83 at Dallas, Texas File # 87A-29551
by SA [redacted] :cab Date dictated 7-18-83

87A-29551-8

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 25 1983	
FBI	

b6
b7C

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 7-20-83

[redacted] Griffin Company, 4525 Irving Boulevard, Dallas, Texas, was contacted at his place of employment and, after having been notified of the interviewing Agents and the nature of the contact, advised the following:

b6
b7C

[redacted] stated that his Attorney for Griffin Company is [redacted] telephone number [redacted] [redacted] is in possession of all documents pertaining to [redacted] and Ted Gunderson regarding a trailer on Griffin Company's lot.

[redacted] stated that he was contacted during the week of May 30, 1983, by an individual who identified herself as [redacted] the new owner of Ground Works Mining Company (GWMC). [redacted] stated that she was employed by Indian Earth Company. [redacted] called on either Wednesday or Thursday of that particular week. During that week, both [redacted] and Ted Gunderson both called [redacted] long distance regarding a trailer that GWMC had on Griffin Company's lot. [redacted] had indicated to [redacted] that she was calling from Beverly Hills, California. Gunderson identified himself as a friend of [redacted] Gunderson asked [redacted] during one of these phone calls, when the last time he had seen [redacted] was, and had also indicated to [redacted] that [redacted] was not to be allowed to get in the trailer.

b6
b7C

On Thursday, June 2, 1983, [redacted] and Gunderson indicated that they would be in Dallas on Friday afternoon, and they wanted to come by to examine the contents of the trailer. They indicated at that time that they would catch a flight on Friday, June 3, 1983. On June 3, 1983, at approximately 4:00 P.M., [redacted] contacted [redacted] again and stated that they were at the airport and wanted directions on how to get to Griffin Company. [redacted] and Gunderson arrived at Griffin Company at approximately 5:30 P.M. on June 3, 1983. When they arrived, they asked [redacted] how much was due on the trailer, inasmuch as the rent was late on the trailer. [redacted] and Gunderson showed documents that IEC had just previously bought GWMC to convince [redacted] that [redacted] was the new owner of GWMC. [redacted] said that there were two documents; one was a financial statement for IEC, and the other was an invoice on GWMC stationery that showed that the company had been sold to IEC.

b6
b7C

Investigation on 7-13-83 at Dallas, Texas File # DL 87A-29551

by SA [redacted] ab Date dictated 7-18-83

b6
b7C

DL 87A-29551

At that time, [] and Gunderson asked if the trailer could be moved, to which they were told that it would not be moved until the rent was paid up on it. They again asked that [] not be able to move the trailer or take anything from the trailer. [] stated that they wanted to examine the contents of the trailer so [] sent [] an individual who does contract work for Griffin Company, to cut the lock off of the trailer. The lock that was cut off belonged to [] stated that [] and Gunderson then went back to the trailer and apparently entered the trailer. [] stated that they were at the trailer for approximately 25 to 30 minutes. [] had apparently been in the trailer, as she had a large amount of dirt on the back of her pants, and Gunderson also had dirt on his hands. [] stated that [] had a very large purse, and that if anything was taken from the trailer, it would have probably been put in the purse. [] stated that nothing large was taken from the trailer that he could tell. [] and Gunderson left at approximately 6:15 P.M. on that date.

b6
b7C

On June 7, 1983, [] and Gunderson again arrived at Griffin Company at approximately 8:30 A.M., and stayed for approximately 15 to 20 minutes before they left. At that time, [] gave [] a check for \$728 to cover the rent on the trailer. The check was an IEC business check. [] stated that she would work up a code for when she would call later in the week. The code that she came up with was GW-7.

b6
b7C

[] stated that [] did subsequently call during the week of June 6, 1983, and stated that she was GW-7 and wanted to know if [] had been by to move the trailer. [] had come by and given him a check for \$728, which [] stated was a good and valid check, and [] could call the bank to verify that the funds were there.

b6
b7C

[] stated that after receiving the check from [] for \$728, he received a call from [] on June 7, 1983, who stated he was the [] of IEC, and asked how the bill was settled for the trailer, at which time he said a check was given to him by [] drawn on IEC account. [] stated that he would stop payment on the check, inasmuch as [] and Gunderson had no authority to pay for that trailer with an IEC check. [] stated that IEC had not purchased GWMC, nor had [] to his [] knowledge.

b6
b7C

DL 87A-29551

[] stated that when [] and Gunderson left the trailer on Friday, there was a lock put on the trailer by [] and Gunderson. [] stated that on Monday, after [] and Gunderson had left, he went out to the trailer and had that lock cut off, and put a lock of his own on the trailer. [] stated he did this because he was not sure as to who the real owner of the property on the trailer was, but that it was his trailer, and due to the fact that at that time the rent was overdue on the trailer, he was not going to release it to anyone.

b6
b7C

At that time, [] was allowed to view a photo spread of six white males, and he identified number three (3) as being an individual he recognized as being Ted Gunderson. [] was also shown a photo spread containing photos of six white females, and he identified number five (5) as being the person he knows as []

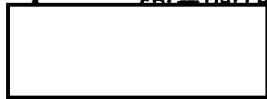
b6
b7C

[] then went out to the trailer with Special Agents [] to show the location of the trailer. The trailer is a Trailmobile, with serial number M30239, and model number D31A-1SAW. It is a 45 foot trailer and bears Griffin Company number 275, and Maine license number is 137-259. [] stated that the trailer is full to within a foot of the back of the trailer.

b6
b7C

87A-29551-9

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 25 1983	
FBI - DALLAS	



[Handwritten signature]

b6
b7C

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 7-20-83

[redacted], Attorney, McCarney and Swicegood, P.C., 5757 Alpha Road, Suite 105, Dallas, Texas, 75240, telephone number [redacted], representing Griffin, Inc., also known as the Griffin Company (GC), was contacted at his place of business, and after having been notified of the identities of the interviewing Agents and the nature of contact, advised the following:

b6
b7C

[redacted] stated that the first contact from anyone he had received regarding a trailer at the GC, Number 275, was on approximately June 1, 1983, when an individual by the name of Ted Gunderson contacted him and stated that the property in the trailer belonged to Indian Earth Company (IEC), and not to Ground Works Mining Company (GWMC). Gunderson indicated that he would send someone out soon to pick up the trailer from GC.

b6
b7C

[redacted] stated that when he was first contacted by Gunderson, Gunderson introduced himself over the phone as being either with the Federal Bureau of Investigation (FBI) or ex-FBI. In addition, Gunderson did not make himself clear, and did not stated whether or not he was or was not with the FBI. [redacted] stated that because of the unclear nature of Gunderson's referral to the FBI, he acted and conducted himself as though Gunderson were employed by the FBI.

Gunderson stated that during the phone call that there was a conspiracy between [redacted] to steal assets that belonged to IEC. Subsequent contact with Gunderson also revealed to [redacted] that there was some sort of a disagreement between [redacted] [redacted] stated that he was not real clear as to the relationship between Gunderson and [redacted] or IEC. [redacted] further stated that after the incident at GC that involved the entering of the trailer by Gunderson and [redacted] Gunderson again recontacted [redacted] to state that he could prove that IEC owned the assets of GWMC, and would provide documentation to prove this. Gunderson also stated that he had hired "the Attorney General" regarding this matter in order to get the trailer.

b6
b7C

[redacted] stated that he received calls from [redacted] [redacted] shortly after the trailer had been entered by Gunderson and

Investigation on 7-19-83 at Dallas, Texas File # DL 87A-29551
by SA [redacted] SA [redacted] Date dictated 7-19-83

b6
b7C

DL 87A-29551

[] who stated that [] was a 50 percent owner of IEC, and that she had no authority to enter the trailer, nor to issue a check for \$728 to cover the amount due on the rent of the trailer. Additionally, [] stated to [] that the trailer was not the property of IEC; that it was owned by GWMC, and that GWMC is a separate and distinct entity from IEC. [] stated that he would send a communication to [] stating this. [] stated that [] had told him that he was the President of IEC.

b6
b7C

[] stated that on June 13, 1983, Gunderson called while he was not in the office, and that the message that had been left for him was that Gunderson, who stated he also goes by the name of Jackson, stated that "My client has offered to buy out [] What is the status on merchandise?". [] stated that when he recontacted Gunderson, Gunderson stated that the doing business as (dba) filed by [] for GWMC was not valid, and that [] had no claim to the assets in the trailer. [] stated that that statement was very vague and unclear, and he did not understand fully what Gunderson was trying to say by that particular statement.

b6
b7C

[] provided, at that time, copies of lease agreements between the GC and GWMC, copy of a Western Union telegram from [] (IEC), 20842 Pacific Coast Highway, Beverly Hills, California, dated June 13, 1983, stating that, "Under no circumstances are you to release the contents of the trailer under the name of Ground Works to anyone but an authorized Indian Earth representative or legal action may be taken against your company". [] further provided copies of three checks that were made payable to the GC; each for \$728. The first check was check number 28330, from Indian Earth, dated June 3, 1983, signed by [] which had a stop payment order issued on it by []. The second check was also from Indian Earth and was check number 28463, dated June 20, 1983, signed by []. The third check was from [] dated June 7, 1983, paid to the order of the GC, signed by []. Also provided was a copy of a letter from [] stating that [] had no authorization to enter the trailer. Additionally, [] provided copies of the plaintiff's original petition filed in District Court of Dallas, Texas, 95th Judicial District, Number 83-8219, titled Ground Works Mining and Marketing versus Griffin, Inc., also known as the GC, RFA Corp., a California corporation, [] and Ted L. Gunderson, and the defendant's original answer

b6
b7C

DL 87A-29551

answer and cross petition of interpleader filed in the District Court, Dallas County, Texas, 95th Judicial District, for the same case.

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 7/18/83

Investigator Northwest Division, Dallas Police Department, Dallas, Texas, was contacted and provided a copy of a Dallas Police Department Offense Incident Report, service number 0281586-P, concerning complainant and the burglary of his trailer at 4525 Irving Boulevard. This report is attached and made a part hereto.

b6
b7C

87A-29551-10

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 25 1983	

b6
b7C

Investigation on 6/30/83 at Dallas, Texas File # Dallas 87A-29551
by SA /mpc Date dictated 7/12/83

TRANSMIT VIA: AIRTEL

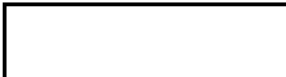
CLASSIFICATION: _____

DATE: 7/28/83

✓ FROM: Director, FBI

PERSONAL ATTENTION


TO: SAC, Dallas (87A-29551)
Los Angeles



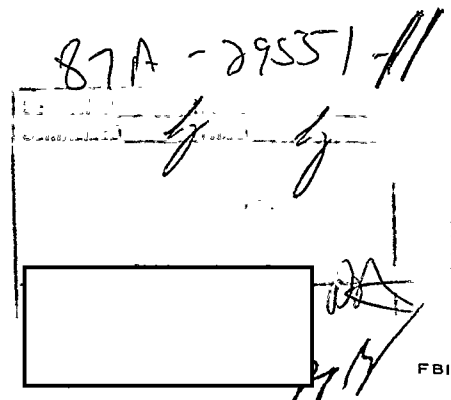
TED L. GUNDERSON, aka
Ted Jackson,
H. Jackson;
THEFT OF 10 PAGES AND NOTEBOOK
CONTAINING TRADE SECRETS OF GROUND
WORKS MINING COMPANY (GWMC), VALUED
AT \$500,000.00;
ITSP (A);
OO: DALLAS

b6
b7C

Re Dallas airtel dated 7/22/83.

FBIHQ authorizes the travel of SA  to
Los Angeles as set forth in re airtel. It is noted this travel
will take place only if the subjects are not able to be interviewed
in Dallas in conjunction with a temporary restraining order hearing.

b6
b7C



b6
b7C

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ Airtel

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 7/22/83

TO: DIRECTOR, FBI
 (ATTENTION: [REDACTED],
 GENERAL PROPERTY CRIME SECTION)

FROM: SAC, DALLAS (87A-29551) (P)

SUBJECT: "CHANGED"
 [REDACTED] aka

TED L. GUNDERSON, aka
 Ted Jackson, 196-587
 H. Jackson; 100-1145697-4206
 164-53
 THEFT OF 10 PAGES AND NOTEBOOK
 CONTAINING TRADE SECRETS OF GROUND
 WORKS MINING COMPANY (GWMC), VALUED
 AT \$500,000.00;
 ITSP (A);
 OO: DALLAS

Title changed to add aliases of subjects [REDACTED] and
 Gunderson.

Re Dallas teletype to Bureau, 7/1/83; Dallas telcall
 to Los Angeles, Supervisor [REDACTED] 7/21/83.

For information of receiving offices, trailer leased by
 [REDACTED] GWMC, at Griffin Co. (GC), 4525 Irving Blvd.,
 Dallas, Texas, containing raw materials, equipment, and administra-
 tive files of GWMC, allegedly entered 6/3/83, by subjects using

- 2 - Bureau
- 2 - Los Angeles (Personal Attn: SAC)
- 2 - Milwaukee (Personal Attn: SAC)
- 2 - Sacramento (Personal Attn: SAC)
- 2 - Dallas

DAH/pjd
 (10)

SAC [Signature]
 #5A [Signature]

87A-29551-12

b6
 b7C

b6
 b7C

Approved: [Signature] Transmitted _____ Per _____
 (Number) (Time)

DL 87A-29551

deception. GWMC is a producer of a cosmetic powder, which is sold exclusively to Indian Earth Co. (IEC), 9261 W. Third Street, Beverly Hills, California. [redacted] of [redacted] is the [redacted], a California corporation, and subject [redacted] is [redacted] and also [redacted]. IEC is a wholly owned subsidiary of RFA. Subject Gunderson has been retained by [redacted] in a capacity that has not yet been determined.

b6
b7C

Both [redacted] and Gunderson telephonically contacted [redacted] GC, 6/1-2/83, stating that IEC had just purchased GWMC, and they would be in Dallas 6/3/83, to examine the contents of the trailer. Upon arrival at GC, 6/3/83, they produced invoices apparently showing IEC had purchased GWMC, and a lock placed on trailer by [redacted] cut off by GC, and Gunderson and [redacted] apparently entered trailer. Upon leaving trailer, they placed their own lock on the trailer. On 6/6/83, [redacted] and Gunderson returned to GC, and paid \$728.00, by IEC check, to bring the lease current on the trailer. A stop payment order was placed on the check by [redacted] 6/6/83, stating [redacted] had no authority to pay for lease of GWMC, and IEC had not purchased GWMC. Upon inspection of the trailer by [redacted] a 5x7 red notebook and 10 to 12, 8½"x11" papers, detailing the procedure for producing the cosmetic powder, were missing. Suitcases belonging to [redacted] and a file cabinet in the trailer, had been entered. On 6/6 or 6/7/83, [redacted] and Gunderson met [redacted] and his Attorney, [redacted], at a Los Angeles restaurant, and Gunderson replied affirmatively, to questions by [redacted] asking if he had entered the trailer in Dallas, and if he had taken anything from the trailer. Gunderson stated he took some papers, but would not expound further. Gunderson stated that the papers were in his possession, but would not allow [redacted] to see them. On 6/9/83, [redacted] made a buyout offer to [redacted] to purchase [redacted] in RFA. The sale was finalized 6/17/83. [redacted] stated IEC was almost out of the inventory of powder, and with sales increasing dramatically, would need to order a large quantity from GWMC, soon. Estimated sales for IEC for fiscal year 1983, are 3.5 million dollars, of which at least 75 to 80 percent will be attributable to the cosmetic powder.

b6
b7C

[redacted] stated that over the last three years, he has sold approximately \$250,000.00 of this cosmetic to IEC, and his profit is approximately half of the sales price. With the process taken, and by knowing [redacted] supplier of [redacted] and the raw material used to produce the product, [redacted] would be able to produce the exact product herself. [redacted] supplier is [redacted]

b4
b6
b7C

[redacted]
[redacted] has had a temporary restraining order issued by the District Court of Dallas County, to prevent IEC or [redacted] from producing this product.

AUSA [redacted] NDT, Dallas, Texas, advised, and stated prosecution in this matter will be pursued. AUSA [redacted] stated he wished subjects to be interviewed by Dallas Agent [redacted] [redacted] due to the sensitive nature and his knowledge of this investigation.

b6
b7C

Bureau approval is sought for SA [redacted] to travel to Los Angeles in the event subjects are not present at hearing for temporary restraining order, 8/8/83, Dallas, Texas. SAC, Dallas and SAC, Los Angeles concur that interview should be conducted by SA [redacted] Travel arrangements will be made in Dallas, should the need for travel arise.

b6
b7C

ADMINISTRATIVE

It should be noted by receiving offices, that subject Gunderson is a former Special Agent in Charge for the FBI in Dallas and Los Angeles.

LEADS:

[redacted]

b4
b6
b7C

DL 87A-29551

SACRAMENTO

AT SACRAMENTO, CALIFORNIA. Attempt to verify corporate ownership and any changes in ownership of RFA, Corp., 9253 W. Third Street, Beverly Hills, California 90210, through California Secretary of State.

Investigation continuing at Dallas.

ARMED AND DANGEROUS.

SUBJECT GUNDERSON HAS BEEN KNOWN TO CARRY A WEAPON IN THE PAST, AS HE IS A LICENSED PRIVATE DETECTIVE IN THE STATE OF CALIFORNIA.

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ Airtel

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 8/15/83

TO : SAC, DALLAS (87A-29551)
 FROM 9/18 SAC, SACRAMENTO (87A-5857) (RUC)
 SUBJECT: aka;

TED L. GUNDERSON, aka;
 Theft of 10 Pages and Notebook
 Containing Trade Secrets of Ground
 Works Mining Company (GWMC), Valued
 At \$500,000.00;
 ITSP (A)
 OO: DALLAS

b6
 b7C

Re Dallas airtel to Bureau, 7/22/83.

Enclosed for Dallas are certified copies of the following documents:

Articles of Incorporation of RFA Corp., filed 2/23/78, under corporate number 861135, along with Statement of Officers filed 4/8/83, under number 83 124762.

The above documents are all inclusive of information on file with the California Secretary of State's Office.

② - Dallas (ENC. 2) ^{JHB}
 1 - Sacramento
 MCN/mcn
 (3)

87A-29551-13

SEARCHED	INDEXED
SERIALIZED	FILED
AUG 16 1983 	

b6
 b7C

Approved: _____ Transmitted _____
 (Number) (Time)

LA0336 003000345Z

RR HQ DL

DE LA

R 01700345Z AUG 83

FM LOS ANGELES (196A-2759)(WCC-1)

TO DIRECTOR (196-3395) ROUTINE

DALLAS (196A-1721)(37A-29551) ROUTINE

BT

UNCLAS

TED L. GUNDERSON; ET AL; FBW; ITSP; MF

FOR THE INFORMATION OF RECEIVING OFFICES, LOS ANGELES DISTRICT ATTORNEY HAD FILED A STATE FELONY COMPLAINT CHARGING [REDACTED], AKA [REDACTED]

[REDACTED], WITH GRAND THEFT IN CONNECTION WITH THE OPERATION OF THE JURANE GROUP, AN ADVANCE FEE FRAUD DURING 1980-1981. THE

[REDACTED] ARE CURRENTLY FUGITIVES AND THE LOCAL AUTHORITIES HAVE ADVISED THEY WILL EXTRADITE THE [REDACTED] IF LOCATED.

[REDACTED] HAS ADVISED THAT LAST KNOWN LOCATION FOR THE [REDACTED] WAS [REDACTED] DURING EARLY JULY 1983.

b6
b7C

b6
b7C
b7D

2-copies to 87A-29551
2-copies to 196A-1721

87A-29551-14

SEARCHED	INDEXED
SERIALIZED	FILED
AUG 17 1983	
FBI - DALLAS	

[REDACTED]

PAGE TWO (LA 196-3395) UNCLAS

LOS ANGELES CONTINUING LOGICAL INVESTIGATION.

BT

IQAMDEL N

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/15/83

[redacted], accompanied by [redacted] voluntarily appeared at the Dallas office of the Federal Bureau of Investigation (FBI).

b6
b7C

[redacted] provided the following:

1. Two color photographs of [redacted]
2. A copy of an original answer of defendants [redacted] and RFA Corporation, filed by [redacted] in the District Court of Dallas County, Texas, 95th Judicial District, regarding case No. 83-8219, Groundworks Mining and Marketing vs. Griffin, Inc., also known as The Griffin Company, RFA Corp., a California corporation, [redacted] and Ted L. Gunderson; and
3. Copies of three documents that [redacted] was given by [redacted] Griffin Company, that were given to [redacted] by [redacted] and Ted L. Gunderson.

b6
b7Cb6
b7C

[redacted] stated that the three documents were copies of documents that he was familiar with. The first was an invoice to Indian Earth Company (IEC), 9261 West 3rd Street, Beverly Hills, California, from Groundworks Mining and Marketing, Inc. (GMM). The invoice, dated March 1, 1981, represented start-up costs incurred by GMM that [redacted] understood would be reimbursed to him by IEC. [redacted] stated that these costs were, in fact, never paid to him by IEC.

b6
b7C

The other two sheets represented a running balance of the amount due GMM from IEC for products shipped to IEC, less payments on account. The final amount due to GMM, per the sheets, was \$85,061.70. [redacted] stated that there were two freight charges incurred by GMM, one for \$900 and one for \$300,

b6
b7C

Interviewed on 8/5/83 at Dallas, Texas File # DL 87A-29551-15

by SA [redacted] /jep

Date dictated

SEARCHED	INDEXED
SERIALIZED	FILED
AUG 25 1983	
FBI - DALLAS	

b6
b7C

DL 87A-29551

that should also have been represented on the sheet that were not there. The total amount owed to GMM from IEC should have been \$86,261.70.

[redacted] further stated that he had just been at the office of [redacted] and had seen items at that office that were taken from the trailer at Griffin Company. These included personal items of his [redacted], including blank checks that were in the trailer.

b6
b7c

DL 87A-29551

DAH/jep

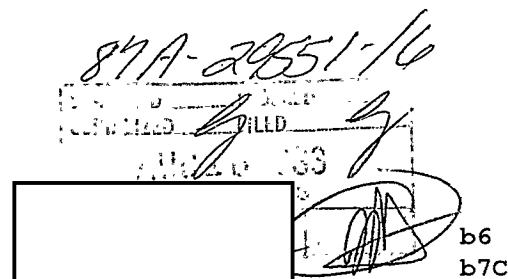
1

The following investigation was conducted by Special Agent (SA) [REDACTED]:

AT DALLAS, TEXAS

On August 8, 1983, SA [REDACTED] was in the 95th District Court Room of Judge Nathan Hecht to view a hearing on a temporary restraining order filed by Groundworks Mining and Marketing, Inc. (GMM). Attorney for the defendant, [REDACTED] made a motion at the beginning of the hearing whereby all persons in the courtroom who were not a party to the proceedings be excused. Judge Hecht then granted the motion and SA [REDACTED] left the courtroom.

b6
b7C



87A-29551-17

SEARCHED	INDEXED
SERIALIZED	FILED
1983	



b6
b7C

-1-

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/10/83

[redacted]
[redacted]
[redacted] telephone number [redacted] was interviewed by Special Agent [redacted] who identified himself as a Special Agent of the Federal Bureau of Investigation (FBI). [redacted] thereafter provided the following information:

b4
b6
b7C

[redacted] advised that he knows [redacted] having first dealt with him in January, 1981, when [redacted] called [redacted] and told [redacted] he was interested in [redacted] and told [redacted] he was coming into [redacted] and asked [redacted] to pick him up at the airport. [redacted] advised that he then met [redacted] at the airport, and [redacted] did not tell [redacted] why he wanted the [redacted] and [redacted] did not ask. [redacted] then brought [redacted] to his plant [redacted] to see his materials and to show [redacted] what was available, and [redacted] took some samples with him when he left.

b4
b6
b7C

[redacted] further advised that on February 9, 1981, [redacted] purchased one truckload of material and had it shipped to Groundworks at 1021 Levee Street, Dallas, Texas. [redacted] further advised that [redacted] purchased six additional truckloads of material and had them delivered to Groundworks at 521 Richardson Drive, Grand Prairie, Texas. The dates of the purchase were May 12, 1981, July 17, 1981, August 21, 1981, August 14, 1981 and October 26, 1981.

b6
b7C

[redacted] further advised that during the summer of 1981, [redacted] came to [redacted] because of a product problem that they wished to clear up. [redacted] then found out that they were in the cosmetic business, making Indian Earth Cosmetics.

b6
b4
b7C

[redacted] advised that he has not shipped any further material to Groundworks for approximately two years, but he has maintained contact with [redacted], trying to promote business.

b6
b7C

[redacted] stated that he has never shipped any material to RFA or Indian Earth Company (IEC) and has only shipped to

Investigation on 7/29/83 at Milwaukee, Wisconsin File # MI 87A-15139

b6
b7C

by SA [redacted] /lalc Date dictated 8/4/83

Groundworks Mining Company.

[redacted] stated that he does not know the names [redacted] Ted L. Gunderson, [redacted] [redacted] stated that this company, the DCS Color and Supply Company, is a small company which is run by [redacted] then asked for [redacted] to come into his office to see if [redacted] was familiar with any of the names, and [redacted] stated that he has never heard of any of the above-listed names.

b6
b7C

[redacted] further advised that sometime in late 1982, a man, who claimed to be from Chicago, called [redacted] and wanted to come to Milwaukee to examine his materials. [redacted] stated he agreed and picked the man up from the train station. [redacted] stated he could not remember this man's name; however, he described him as a white male, approximately 31 to 35 years old, thin build, approximately 170 pounds, 6' to 6'2" with a long, thin face, dark hair, light skin, long fingers, clean shaven and acted feminine. [redacted] stated that this individual talked a lot about Indian Earth, and that he was competing against Indian Earth and wanted to make a similar product. [redacted] stated that this individual said that there was a lot of money involved and that he had an older man who had all the connections and all the money, who was "bankrolling him". [redacted] stated that this individual stayed at [redacted] company all day and when he left he took some samples with him, and [redacted] gave him a ride to the train station, and he headed back to Chicago, and he told [redacted] that he would be back in touch with him; however, he has not called to date. [redacted] further advised that this individual stated that he wanted complete secrecy and a promise from [redacted] not to enter the cosmetic business. [redacted] stated that he felt this individual was a little "strange".

b6
b7C

[redacted] could offer no further information.

b6
b7C

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ Airtel

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 8/12/83

TO: SAC, DALLAS (87A-29551)

FROM: SAC, MILWAUKEE (87A-15139) (RUC)

[redacted] aka;
TED L. GUNDERSON, aka;
THEFT OF TEN PAGES AND NOTEBOOK
CONTAINING TRADE SECRETS OF GROUND
WORKS MINING COMPANY (GWMC),
VALUED AT \$500,000;
ITSP (A);
OO: DALLAS

b6
b7C

Re Dallas airtel to Bureau dated 7/22/83.

Enclosed for Dallas are the original and one copy
of an FD-302 reflecting interview at Milwaukee.

As no investigation remains outstanding in Milwaukee,
Milwaukee considers this matter RUC.

2-Dallas (87A-29551) (Enc. 2)
1-Milwaukee (87A-15139)
DSC:lalc
(3)

1*

Approved: [redacted]

Transmitted [redacted]

(Number)

(Time)

b6
b7C

1

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/02/83

[redacted] Dallas Costume Shop, 3905 Main Street, Dallas, Texas, was contacted at his place of employment, and after having been notified of the identity of the interviewing agent and nature of the contact, advised the following:

b6
b7C

[redacted] stated that he originally began selling a cosmetic type powder that was used for theatrical productions, to [redacted] in approximately March of 1976 for \$3.75 a pound. [redacted] would purchase approximately 10 pounds of this powder at a time.

b6
b7C

On April 21, 1978, she last sold this particular powder to [redacted]. At that point, he began selling it to Indian Earth Company, which was [redacted]. In 1978 he began selling to Indian Earth for \$2.50 a pound. From April 21, 1978 through March 16, 1981 he sold \$178,952.98 worth of powder to Indian Earth at \$2.50 a pound.

b6
b7C

[redacted] stated, that at that time, the mine that he was purchasing the powder from, owned by Colorado Fuel and Iron, in Colorado, stopped selling the powder to him, and he could no longer sell it to Indian Earth.

b6
b7C

[redacted] stated that there was at least 50% profit in the \$2.50 cents a pound that he was selling it to Indian Earth for.

b6
b7C

[redacted] at that time, furnished the agent with a copy of an agreement between RFA Corporation, a California corporation and Dallas Costume Shop, that among other things stated that he would sell at any given time the exclusive option to purchase the product operation for \$75,000.00. This particular agreement was signed between [redacted]

b6
b7Cb6
b7C

Investigation on 8/09/83 at Dallas, Texas File # Dallas 87A-29551-19

by SA [redacted] /re

Date dictated

SEARCHED	INDEXED
8/25/83	FILED
SEP 8 1983	
FBI - DALLAS	

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ Airtel _____

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 9/7/83

TO: SAC, DALLAS (87A-29551) (RUC)

FROM: SAC, LOS ANGELES (87A-48018)

RE: aka;
ET AL
ITSP (A)
00: Dallas

b6
b7C

Re Dallas airtel 7/22/83 and LA telephone call to
Dallas, 8/31/83.

Referenced airtel advised of possible travel by
Dallas agent to conduct interviews at Los Angeles.
The referenced telephone call confirmed that such
travel and interview had been cancelled based upon the
outcome of a court proceeding at Dallas.

Los Angeles is therefore assigning this matter
an RUC status.

② - Dallas
1 - Los Angeles

RHK/BAR
(3)

87A-29551-20

SEARCHED	INDEXED
SERIALIZED	FILED
SEP 13 1983	
LAS	

b6
b7CApproved: RTB/mj

Transmitted _____

(Number)

(Time)

Per _____



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to

File No. 87A-29551

300 Landmark Center
1801 North Lamar Street
Dallas, Texas 75202
December 8, 1983

Honorable James A. Rolfe
United States Attorney
Northern District of Texas
Fort Worth, Texas

Attention: [REDACTED]

Assistant United States Attorney

b6
b7C

RE: [REDACTED] ALSO KNOWN AS;
ET AL;
INTERSTATE TRANSPORTATION OF
STOLEN PROPERTY

Dear Sir:

Investigation has determined that Judge Nathen Hecht, 95th District Court, Dallas, Texas, has ruled that Indian Earth Company, 9261 West 3rd Street, Beverly Hills, California, had legitimate access to the trailer at Griffin Company, Irving Boulevard, Dallas, Texas. Based on this information, there was no illegal entry into the trailer by subjects [REDACTED] and Gunderson.

b6
b7C

In absence of a specific request from Assistant United States Attorney (AUSA) [REDACTED] no further investigation is being conducted in this matter by the Dallas Office of the FBI.

Very truly yours,

Thomas C. Kelly
Special Agent in Charge

By: [REDACTED]

Supervisory Special Agent

b6
b7C

2 - Addressee

1 - Dallas

DAH/ckm

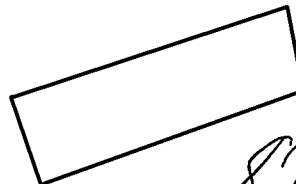
(3)

Serialize [REDACTED]

Index [REDACTED]

File [REDACTED]

Search [REDACTED]



87A-29551-21

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☒ Airtel

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 1/12/84

TO: DIRECTOR, FBI (87-159312)
 (ATTENTION: [REDACTED] GENERAL PROPERTY
 CRIME SECTION)

FROM: SAC, DALLAS (87A-29551) (C) 5

SUBJECT: [REDACTED] aka;
 TED L. GUNDERSON, aka;
 THEFT OF 10 PAGES AND NOTEBOOK
 CONTAINING TRADE SECRETS OF
 GROUND WORKS MINING COMPANY (GWMC),
 VALUED AT \$500,000.00;
 ITSP (A);
 OO: DALLAS

Re Dallas teletype to the Bureau, dated 7/1/83 and
 Dallas airtel to the Bureau, dated 7/22/83.

For the information of the Bureau, investigation
 has determined that Judge Nathan Hecht, 95th District Court,
 Dallas, Texas, has ruled that Indian Earth Company, 9261 West
 3rd Street, Beverly Hills, California, had legitimate access
 to the trailer at Griffin Company, Irving Boulevard, Dallas,
 Texas. Based on this information, there was no illegal entry
 into the trailer by subjects [REDACTED] and Gunderson.

In view of the above, AUSA [REDACTED], NDT, Dallas,
 Texas, declined prosecution in this matter and no further
 investigation is being conducted by the Dallas Office of the
 FBI.

2 - Bureau
 1 - Dallas
 BAM/pjd
 (3) Rpd

b6
 b7C

b6
 b7C

b6
 b7C

Approved: TCR/87 Transmitted _____ Per _____
 (Number) (Time)

87A-29551-22

Memorandum



: FBI Dallas (87-29551)

Date

August 21, 1992

: FBI Milwaukee (87-15139)

☐ RUCb6
b7C

Subject :

(Title)

☒ File Destruction ProgramEnclosed are 1 items.

These items are forwarded your office since:

☐ All logical investigation completed in this Division☒ You were OO at the time our case was RUC'd.

Enclosures are described as follows:

Agent's Notes

87A-29551-23

SEARCHED	INDEXED
SERIALIZED	FILED
AUG 25 1992	
FBI - DALLAS	

[Signature]

Enc.

1 of

NOTE: DO NOT BLOCK STAMP ORIGINAL ENCLOSURES.

b6
b7C

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1392560-0

Total Deleted Page(s) = 19

Page 2 ~ b6; b7C;
Page 3 ~ b6; b7C;
Page 4 ~ b6; b7C;
Page 5 ~ b6; b7C;
Page 6 ~ b6; b7C;
Page 7 ~ b6; b7C;
Page 8 ~ b6; b7C;
Page 9 ~ b6; b7C;
Page 10 ~ b6; b7C;
Page 11 ~ b6; b7C;
Page 18 ~ b6; b7C;
Page 22 ~ b6; b7C; b7E;
Page 29 ~ b6; b7C; b7E;
Page 31 ~ b6; b7C; b7E;
Page 33 ~ b6; b7C; b7E;
Page 39 ~ b6; b7C; b7E;
Page 41 ~ b6; b7C; b7E;
Page 43 ~ b6; b7C; b7E;
Page 45 ~ b6; b7C; b7E;

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Field File No. _____

OO and File No. DL 87A-29551-1A①Date Received 7-11-83From 7B1

(Name of Contributor)

(Address of Contributor)

By _____

(Name of Special Agent)

b6

b7C

To Be Returned ☐ Yes☒ No☐ Yes☒ NoReceipt Given ☐ Yes☒ NoGrand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Arrest Records of _____

, aka _____

and Photo.

b6

b7C

Field File No. _____

OO and File No. DL 87A-29551-1A2

Date Received 7-11-83

From CALIFORNIA Dept of Motor Vehicles
(Name of Contributor)

(Address of Contributor)

By _____ (Name of Special Agent)
_____ (State)

b6
b7C

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

DL photo of Ted Lee
GUNDERSON

RECORD CROSS REFERENCE COPY OF DRIVER LICENSE
OR IDENTIFICATION CARD APPLICATION ON FILE WITH
CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
FOR DMV OR LAW ENFORCEMENT USE ONLY

N7945437

• Ted Lee Gunderson
• 11000 Wilshire Blvd
• Los Angeles, CA 90024

SEX HAIR EYES HEIGHT WEIGHT PREVIOUS
M Brn Blu 5-0 195 Tex

DATE OF BIRTH

11-07-28

OTHER ADDRESS 4558 Willis #3, Sherman Oaks

CLASS 3 3 AXLE HOUSE CAR AND ALL 4 AXLE TRUCKS EXCEPT BUS OR 2 WHEEL
MOTORCYCLES MAY FOR FEEL UNDER 400 LBS. GROSS

CLASS 4 OR ANY OTHER COMBINATION

MUST WEAR
CORRECTIVE LENSES ☐

10-27-77 SMO re

87A-29551-1A2

b6
b7C

JUL 7 1983



070183 1214

DDL 3790

N NLT 1 DDL

AM.TXFD1DL00

12:16 07/01/83 03568

12:16 07/01/83 03255 CAOLN0000

TXT

TO CA. OLN DIV.

NEED FOR YOU TO MAIL A CA. DRIVERS LICENSE PHOTO ON NAM/GUNDERSON, TED LE
E

SEX/M RAC/W DOB/110728 HGT/600 WGT/125 HAIR/BRO EYE/BLU OLN/N7945437

ADD/1100 GLENDON AVE. 1200 LOS ANGELES, CA. TO SA FBI 1801

NORTH LAMAR SUITE 300 DALLAS, TEXAS, 75202.

THANKS IN ADVANCE\

AUTH: SAC THOMAS C. KELLY FBI DALLAS BAK 071414CDT

015
must
87A-29551-1A2

b6

b7c

DEPARTMENT OF
MOTOR VEHICLES
LICENSES

JUL 1 12 49 PM '83

Field File No. _____

OO and File No. AL 87A-29551-1A3

Date Received 7-12-83

From CALIFORNIA DEPT of Motor Vehicles
(Name of Contributor)

(Address of Contributor)

By _____
(Name of Special Agent)

b6
b7C

To Be Returned ☐ Yes
☒ No
☐ Yes
☒ No

Receipt Given ☐ Yes
☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

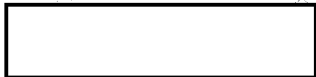
Description: _____

AL photo of

b6
b7C

817-29551-1A3

Rec'd, FBI



JUL 7 1983

b6

b7C

070183 0616

DDL 3456

N NLT J DDL

AM.TXF8IDL00

06:18 07/01/83 01184

06:18 07/01/83 01043 CAOLN0000

TXI

TO CA. OLN DIV.

THANKS FOR THE OLN INFO ON

FLS. MAIL CA. PHOTO ON NAM

TO SA [REDACTED] FBI 1801 NORTH LAMAR SUITE 300 DALLAS, TEXAS, 75202.

THANKS AGAIN

AUTH: SAC THOMAS C. KELLY FBI DALLAS 060817CDT

hgt 3

b6
b7C

87A-29551-1A3

[REDACTED]

Field File No.

OO and File No.

DL 87A-29551-1194

Date Received

7-13-83

From

[Redacted]

(Name of Contributor)

(Address of Contributor)

(e)

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

Photo spread containing
photo of subject [Redacted] shown to

[Redacted] who identified [Redacted]

b6
b7C

b6
b7C

82-29551-1A4

107
1-13-83

Field File No.

OO and File No.

DL 87A-89551-1A5

Date Received

7-13-83

From

(Name of Contributor)

(Address of Contributor)

By

e)

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

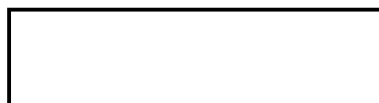
Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

Photo spread contains a photograph
of subject Gunderson shown to

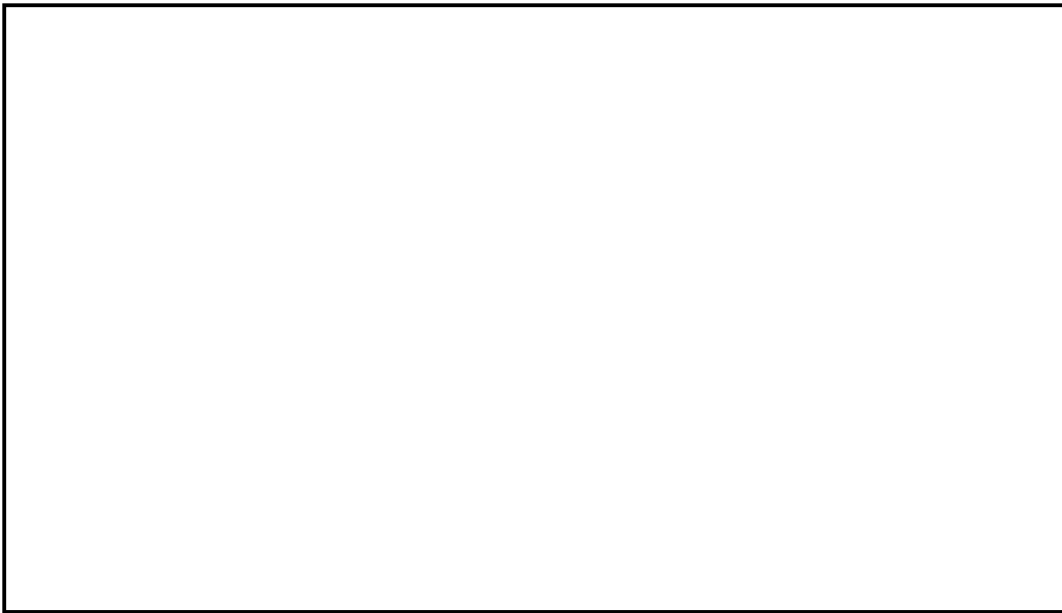


, who identified

#3.

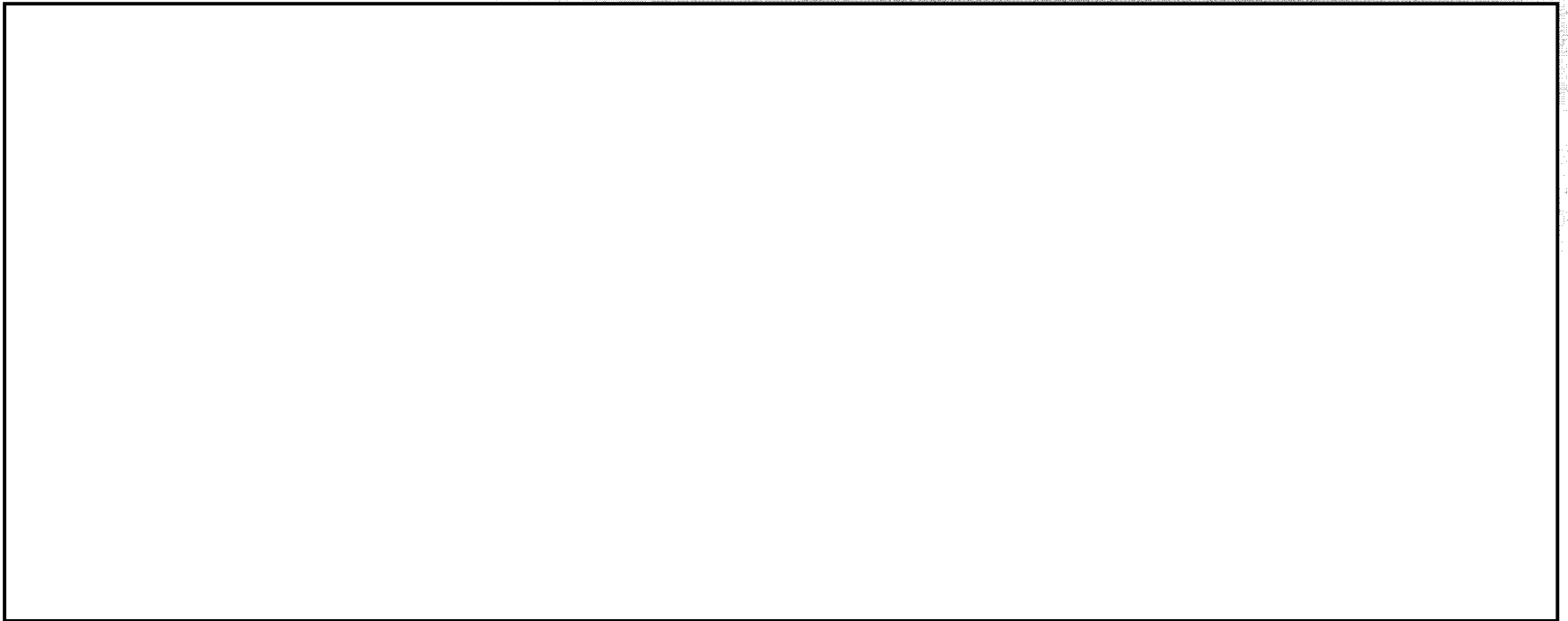
b6
b7C

b6
b7C



3

b6
b7C
b7E



87A-29551-1A 5

6-27-83
1-13-83
3

Field File No. _____

OO and File No. DL 87A-2951-1A ⁶

Date Received 7-13-83

From _____

(Name of Contributor)

photo clerk
(Address of Contributor)

By _____

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

photos used for photo spread
of subject Gundersen

b6
b7C

b6
b7C
b7E

67-29551-117

88-67221A

PHOTO TAKEN 1974

~~88-14236-1a4~~

88-10618-1A'

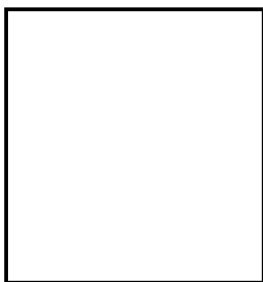
b6
b7C
b7E

87-29551-1A6

87-29551-1A6

e & Place of Photo-Unknown

hite, male
eight
eight
yes
air
OB
BI #



b6
b7C
b7E

87-29551-1A6

88-6851-1A3



b6
b7C
b7E

88-10069-1A

87-29551-1A

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

B

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

photo's used for photo spread
of subject

b6
b7C

b6
b7C

b6
b7C
b7E

Fingerprint classification:

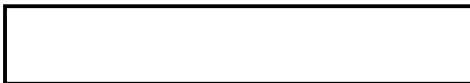
17 S 17 W N 12
L 1 U 6

87-29551-119 7

~~42-25212-1A~~

00242-22957

87-29551-1A7



~~87-23840~~

b6
b7C
b7E

87-29551-1A7

87-29551-1A7

~~88-14102-1A7~~

Field File No. _____

OO and File No. OL 87A-89557-1A8

Date Received 7-13-83

From _____

(Name of Contributor)

(Address of Contributor)

b6
b7C

By _____

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Interview notes

b6
b7C

[redacted]
GRANCO.
#525. Inm

b6
b7C

[redacted]
~~att~~

[redacted], said she was new on of
GWMC.

~~Engl~~ Employed by IEC

called on Wed or Thursday
of same week.

Gundersen : [redacted] both called.

all long distance / [redacted] Beverly Hills

Gundersen a friend of [redacted]

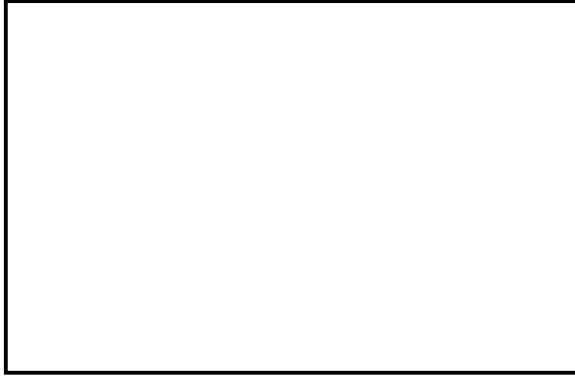
b6
b7C

G asked how + has seen [redacted]
[redacted]

[redacted] did not move or get in trailer

date on Thursday the said they'd be here
on Friday after.

said that they would catch up flight.



Slm M30239
mkt^m D31A-1SAW_{am}

b6
b7C

45'
roll to back w/in at Foot

#728⁰⁰ IE check

(3)

6/7 - 8:30 - 15-20 mins. left.
not dirty

said she would work a rock for
when she called - GW-7

[] called [] using GW-7
wanted to know if work
same week

b6
b7C

[] came out gave a check for \$728⁰⁰
held the check - a [] had
called & verified.

a trailer came for []:
[] wouldn't let him take it.

b6
b7C

[] called on 6/7
says he is President of IE
[] ~~then~~ asked how the
bill settled, gave check,
would stop payment.

second time w/ court order.

cut off HIG lock same day.

87A-29551-1A8

Field File No. _____

OO and File No. DL 87A-29551-1A9

Date Received 7/18/83

From _____

(Name of Contributor)

3325 Chicago Mail Co.
(Address of Contributor)

Irving, TX
(City and State)

b6
b7C

By _____

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Original notes

472855-1

7/6/63

+

TX

b6

b7C

contact was for my truckers
Biffin's Vehicle lot,

Day can't remember
just month ago ..

To cut back off of

a - truck - bearing like
unit # 275. irradiated plaster

at off.

fell on ground
that was it

removed with in
with in
with in

b6

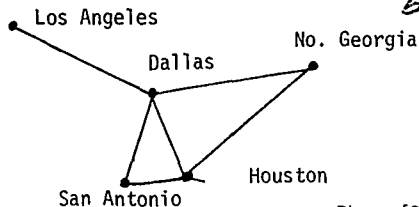
b7C

3014



b6
b7C

6 E/1-15562-68 70



9144 King Arthur
Dallas, Texas 75247
Phone [214] 630-2780 Metro 263-8054

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

b6

b7C

By

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

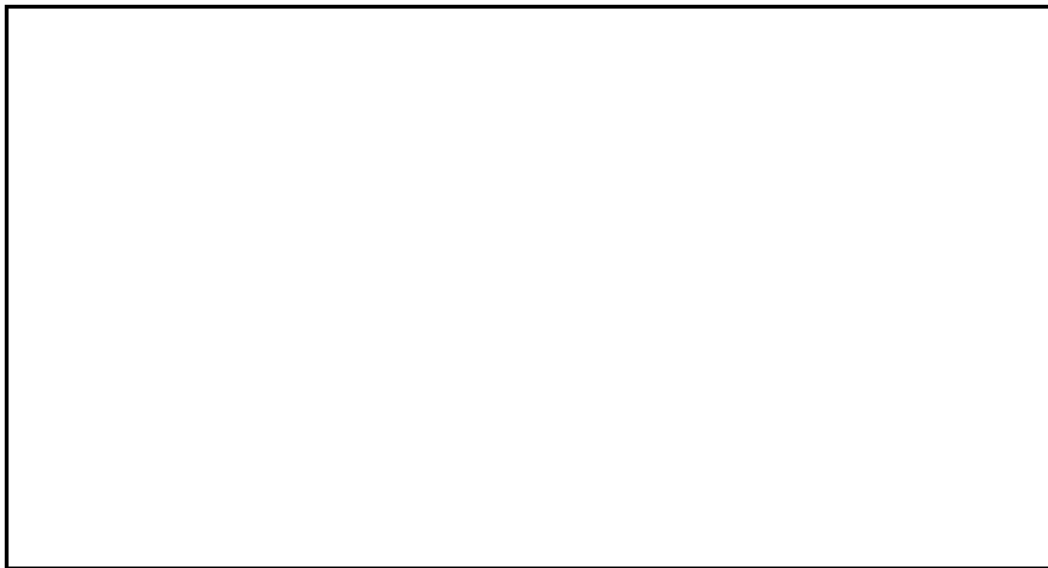
Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

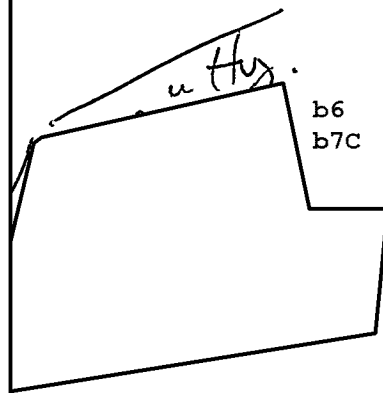
Interview notes w/

b6

b7C



Ⓟ

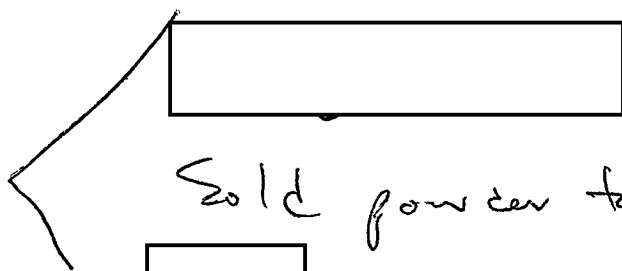


b6
b7C



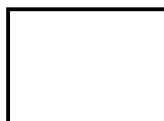
1978 RFA, Corp

California Corporation



in 1977 - Indian Earth Corp


Sold powder to



called



b6
b7C

Known  12 yrs. - social acquaintance



would go into


9/78 business to sell product

2/78 for me & RFA, Corp.

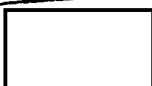

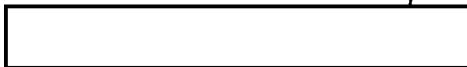
5/78 RFA, Corp.



b6
b7C

 wanted out of business
filed trademark for Indian Earth.

Sold TM to RFA for a payoff over
a year.

1979  filed an action against 
to make .

b6
b7C

from 3/79 to 8/80 received up to business

8/80 in million in receivables



2/28/79 1977-0
~~1978~~ - sales - \$300,000

2.50'

b6
b7C

10 \$200,000 80,000 lbs.

from 1980 thru 1983
1981
5/82. 30,000

10,000 to 12,000 lbs.

10 / 16 wood purchase 16 unit

10,000 lbs wood purchase 16,000

business in last 18 months. drop.

FY 2/28/87 6,900,000
FY 2/28/82 7,900,000 from work.

2 1/2 million units.

1 1/2 million units over 3 yr period.

~~under~~ _____

12/1982 bank called loan.

2/83 ~~started~~ 20,000 paid off

5/83 - 200,000

3/1/83 - 2/28/84 3 1/2 million \$00000 20,000 for 19
\$50,000



(5)

[] calls and told [] that [] broke into trailer
- guy flashed a badge

Q as CO. & IE that ~~there~~ you did not
authorize the entering of trailer

b6
b7C

Q no other tendency to further GWM

Q [] said she was going to get what was mine
I own GWM

Gundersen ~~Gundersen~~ asked if ~~that~~ he broke the lock
entered the trailer - yes.

taken anything over - yes.

asked - paper, that belonged to IE.
specific paper - wouldn't say.

former. FBI Head in Dallas & LA.
ask if retained by []
~~clarity~~ do you represent IE - that
remains to be seen

b6
b7C

Gundersen - said he had the papers.
when town was to see, Gundersen would
to [] - no money and fun [] or []
to [] or []

product was at the problem

formula

[redacted]

- Gwm would not sell

product to any one

75% of sales for powder.

is a agreement - ~~whereby~~ a buy-sell agreement

~~regarding damages~~

re 5/83

beginning of 6/83 week - met in [redacted] restaurant.

6/10/83

[redacted]

in presence of

Y at H
G
F
Fatty

[redacted]

called [redacted]

[redacted]

to produce live product.

[redacted]

told [redacted]

[redacted]

who told [redacted]

[redacted]

b6
b7C

b6
b7C

b6
b7C

6

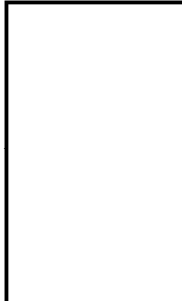
IE ~~owned~~ owned.

over \$60,000 to 78,000 - 80,500

for product to



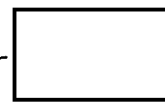
on 6/9/83



at IE office

b6
b7C

signed envelope made offer & put



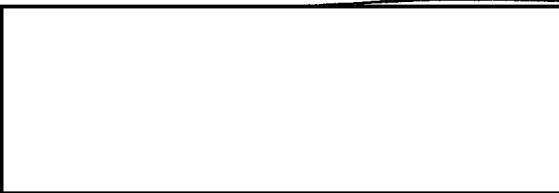
to note to accept.

Gunderson signed as witness

\$150,000 to purchase pine

she didn't know -

she has a backer - name hasn't surfaced.



IE number
Here for

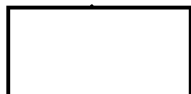


b6
b7C

on 6/17/83 @ 6:00P
- no longer owner of
REA,

⑦

Sacramento should have a file



Novato Corporation
that is Cosmate Company in S.F.

b6
b7C



NY

Sign checks at IF

IF is still operating & shipping product.

wait two or three months ^{go} by
you'll see what happens.

87A-29551-1A¹⁰

Field File No. _____
OO and File No. DL-87A-29551-1A //

Date Received 7-19-88

From _____
(Name of Contributor)

(Address of Contributor)

b6
b7C

By _____ State) _____
(Name of Special Agent)

To Be Returned ☐ Yes
☒ No
☐ Yes
☒ No

Receipt Given ☐ Yes
☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

Interview notes w/

b6
b7C



USES

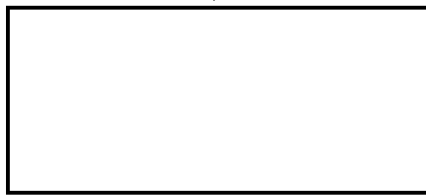
9253 W. 3rd St.
Beverly Hills

R&D sub
Natural Technology Inc
subs of IEA
b6
b7C

INDIAN EARTH CUSTOMER FOR PRODUCT.

Since January 1981 selling product
no insurance on anything in trailer

this is



is the 1/2 owner of 15
is other 1/2

bought out 6/20/82

Summer of 1981



had trailer since 5/82

about 1 month before [redacted] called
and asked for 10,000 lbs.

haven't made or sold product in 1 yr.

set up so that there

this is only

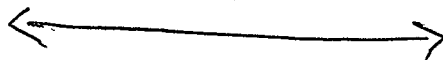
(2)

came to ~~Dallas~~ 2/81

1981 - \$ 210,000 SP to EI \$ 250/lb.

1982 - \$ 23,000

1983 - no sales.



retail 14.50
cost to store 8.75

20 grams .7 oz.

they have a tip gloss.

they tried to take whole trailer.

~~10 lbs.~~ asked for 10,000 lbs.

8,000,000 in sales 1981
3,000,000 in sales 1982.

③

b6
b7C





Gundersen



att'y in Beverly Hills

Gundersen said he took something from trailers
for sale of financial books

on way to air-port also
never contacted

8/1/83 report to:  

b6
b7C

in potential profit of \$100,000 for ~~sales~~ for
5 yrs.

the only thing produced was the product.

(4)

- Bloomington -
Robinson Calif.
Mandall Felf
Sakowitz

Indian Earth is sub of RFA, Corp
has ^{then} associate
incorporated in Calif in 1978

on temporary restraining order in effect now.
w/ Judge Nathan Hecht.

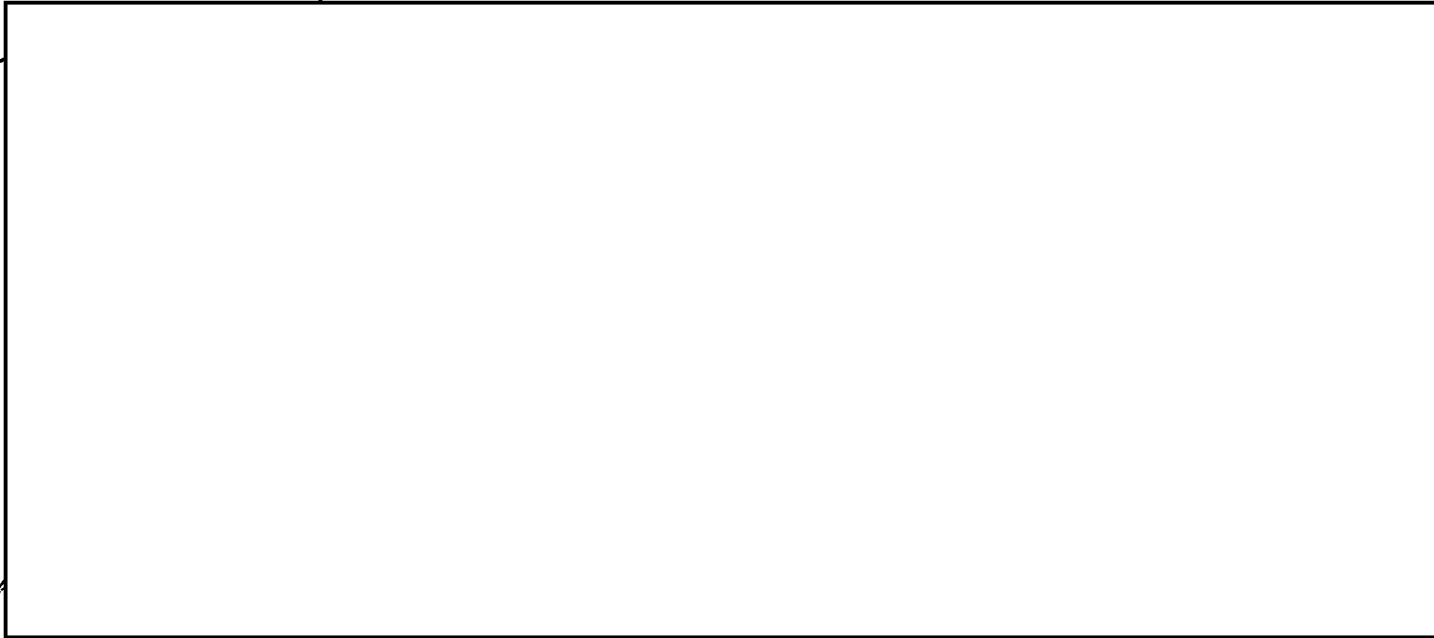
hearing for 11:00.



SSA-V

5

b6
b7C



b6
b7C

1- Red notebook 5/7
10-12- of 8 1/2 x 11 paper w/ step by step process

had a look on it.
the look is a target.

- [redacted] - atty Gen [redacted] Dallas
TX

b6
b7C

suitcase w/ open - pages found

1977 operators

1979 [redacted] left.

b6
b7C

no patent - profit.

~~500,000 cost~~

50 Profit on sales to 1E.

[redacted] ~~50~~

Several attempts to buy and

b6
b7C

\$150,000

on 6/20/83 [redacted] sold

issue 4/1
2.3 weeks

offer

~~6/10/83~~

[redacted]

[redacted]

She made reference to numbers
she has found a financial but
she didn't have the \$

DCS Color & Supply
2011 Allis St.
Milwaukee, WI

414-481-6170

2 - Supplier

1 SHPAMIN Peninsula, MIEN
Mather Mine

1 SHPAMIN, MICT

Cleveland Cliffs Mining Co.
Cleveland, OH

817-457-1221 x261

Derived from
Iron Oxide

b6
b7C

87A-29551-1A11

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

b6
b7C

By

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

b6
b7C

Interview note w/

[Redacted Box]

[redacted]

A #8

① Gundersen called 6/1/83 so thought he said the property belonged to IEC & not GWMC. He would want soon to pick up ~~50000~~ lease structure w/ Gundersen

thought he said was FBI or former FBI & had 2 names.

Gundersen said that there was a conspiracy between mm & RF & GWMC was stealing IEC assets.

② after trailer was entered - returned call problem internal between [redacted]

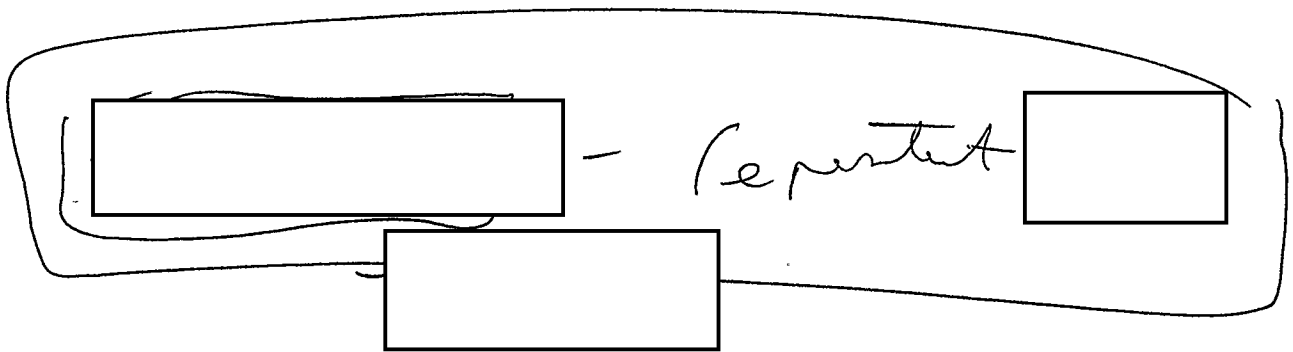
b6
b7C

later had hired local counsel to get the trailer

[redacted] called to state [redacted] was 50% owner. she had no authority to enter trailer & issue check or to entered that trailer was not property of IEC.

b6
b7C

Gundersen has stated that he had hired the Attorney General.



b6
b7C

① 6/7 12:02 P



②

③

④

6/15

12:02 P

~
~
~

⑤

6/13

10:11 AM

aka [redacted] lost - my client has offered
to pay out [redacted] What is
status on merchandise

↓ Copy of ownership
to [redacted]

(Vague)

(Re: [redacted]
legitimate
ownership?)

for DIBA
for [redacted]

b6
b7C

87A-29551-1A12

Field File No. _____

OO and File No. DL 87A-29551-1713

Date Received 7-19-83

From
(Name of Contributor)

5757 Alpha
(Address of Contributor)

Dallas, Texas b6
b7C

By
(Name of Special Agent)

To Be Returned ☐ Yes

☒ No
☐ Yes
☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description: _____

Copy of Telegram from
 to Griffin Co.

b6
b7C

WESTERN UNION

Telegram

DDBI 68(2017)(1-021789A164) PD 06/13/83 1983 JUN 13 PM 8:49

ICS IPMDYTE DAL

05401 06-13 0814P CDT DYTA

ICS IPMDD42

4-C67248S164 06/13/83

ICS IPMRNCZ CSP

2138581721 TDRN BEVERLY HILLS CA 34 06-13 0805P EST

PMS GRIFFEN STORAGE CO, CARE [REDACTED] RPT DLY MGM, DLR

4525 IRVING BLVD

DALLAS TX 75247

UNDER NO CIRCUMSTANCES ARE YOU TO RELEASE THE CONTENTS OF THE TRAILER
UNDER THE NAME OF GROUNDWORKS TO ANYONE BUT AN AUTHORIZED INDIAN
EARTH REPRESENTATIVE OR LEGAL ACTION MAY BE TAKEN AGAINST YOUR
COMPANY.

[REDACTED] (INDIAN EARTH)

20842 PACIFIC COAST HWY

W.U. 1201-51 (110-00)

b6
b7c

TELETYPE UNIT

Telegram

MALIBU CA 90265

2006 EST
NNNN

V/O, 1201-0P (10-00)

87-A-29551-1A13

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

(City and State)

By

(Name of Special Agent)

b6
b7C

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

copies of leases - w / Griffin
Co. & Gwmc.



TRAILER LEASE THE GRIFFIN CO.

P.O. BOX 470371 DALLAS, TEXAS 75247
Phone: (214) 638-3205 Metro: 263-4570



INVOICE NO. N^o 3596

LESSEE: Groundwork Mining & Marketing

P.O. BOX _____

STREET ADDRESS 999 Dobson Dr. # 804

CITY & STATE Los Angeles, Calif 90069

TRAILER NO. 275

SERIAL NO. M-30239

MAKE & TYPE 7/14 45' Std. Van

LIC. NO. & STATE _____

(Herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

Hubodometer Reading _____

Unit Reading _____

IN _____ Mileage IN _____ Hours

OUT _____ Mileage OUT _____ Hours

TOTAL _____ Mileage TOTAL _____ Hours

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INSURANCE
INFORMATION _____

Deposit _____ P.O. # _____

RENTAL SCHEDULE

No. of Days _____ @ Per Day _____ TOTAL

No. of Weeks _____ @ Per Week _____

No. of Months 1 @ Per Month 100.00

No. of Miles _____ @ Per Mile _____

No. of Hours _____ @ Per Hour _____

Total 100.00

Clean-Up Charge _____

Pickup or Delivery Charge _____

State Rental Tax 4.00

Grand Total 104.00

INITIAL RECEIPT AND INSPECTION

LEFT SIDE FRONT

275

TOP

RIGHT SIDE

FLOOR

REAR

Tire Size _____

Wheel Size _____

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT

7-20-83

TOP

RIGHT SIDE

FLOOR

REAR

Tire Size _____

Wheel Size _____

BRAKES _____ % FLAPS _____ LITES _____

TARP _____ LANDING GEAR _____

WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____

TARP _____ LANDING GEAR _____

WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT 6-20-83 TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin

RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.

RECEIVED BY _____ for Griffin

RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL EXPENSES ON TRAILER ARE THE SOLE RESPONSIBILITY OF LESSEE.

(Lessor)

The Griffin Company

(Name of Lessee)

By _____ (Title)

By _____ (Title)



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 1243
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name Ground Mining & Marketing Customer No. 264-0088
Address 521 Richardson Dr
City and State Grand Prairie, TX 75051

1st & Last Months Rental
IN Advance. \$208.00

(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. ST-472
SERIAL NO. M 30239
MAKE/TIME TYPE 451 VAN (storage)
LIC. NO. & STATE _____

Remarks: NO INSURANCE. Customer
Totally Responsible For Rental
While In Transit & While Parked
ON Griffin Co. Property.

EXPIR. DATE _____ Agreed Return Date _____
TIRES 1000X20 Reefer: Plus _____ cents per meter hour
RENTAL _____ Per _____
SCHEDULE \$ _____ Day \$ _____ Week \$ 100.00
Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per _____ Total _____
Month Plus _____ cents per mile Tax 1.00
Total Hours _____ Total _____
Total Miles _____ Invoice 104.00

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS 2

INITIAL RECEIPT AND INSPECTION

LEFT SIDE FRONT
RIGHT SIDE REAR
FLOOR
BEGINNING HUBREADING
REFRIG UNIT METER OUT
REFRIG UNIT METER IN

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT
RIGHT SIDE REAR
FLOOR
ENDING HUBREADING
TOTAL MILES USED
TOTAL DAYS USED

BRAKES 2.5 % FLAPS ND LITES ND
TARP _____ LANDING GEAR ND
WHEEL LUGS ND UNDER CARRIAGE ND

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.	Goodman	25	R.O.F.	Goodman	20
L.I.F.	Goodman	25	R.I.F.	Goodman	20
L.O.R.	Goodman	25	R.O.R.	Goodman	20
L.I.R.	Goodman	25	R.I.R.	Goodman	20

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.	Goodman	25	R.O.F.	Goodman	20
L.I.F.	Goodman	25	R.I.F.	Goodman	20
L.O.R.	Goodman	25	R.O.R.	Goodman	20
L.I.R.	Goodman	25	R.I.R.	Goodman	20

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT 5-20-82 TIME 1:15 ☐ A.M. ☒ P.M.

DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin
RECEIVED BY _____ FOR LESSEE

RECEIVED BY _____ FOR Griffin
RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

(Lessor)

The Griffin Company

By _____ (Title)

Ground Mining & Marketing
By _____ (Title)

b6
b7C

b6
b7C



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 1383
CREDIT APPROVED _____

POSTED

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name Ground Mining & Marketing Customer No. 264-0088
Address 521 Richardson Dr.
City and State Grand Prairie, TX 75051

12th & Last Months Rental IN
ADVANCE, \$208.00

(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter-stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee;

UNIT NO. ST-472
SERIAL NO. 1130239
MAKE TM TYPE 45' Van (Storage)
LIC. NO. & STATE _____
EXPIR. DATE _____ Agreed Return Date _____
TIRES 1000X20 Reefer: Plus _____ cents per meter hour

Remarks: No Insurance Customer's Total
Responsible For Trailer while IN
Transit & While White Packed ON
Griffin Co. Property

RENTAL SCHEDULE: Per Day \$ _____ Per Week \$ 100.00 Per Month Plus _____ cents per mile Tax 4.00
Total _____ Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____
Total Miles _____
MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT
RIGHT SIDE REAR
BEGINNING HUBREADING
REFRIG UNIT METER OUT
REFRIG UNIT METER IN

LEFT SIDE FRONT
RIGHT SIDE REAR
ENDING HUBREADING
TOTAL MILES USED
TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%	POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.			L.O.F.			R.O.F.		
L.I.F.			R.I.F.			L.I.F.			R.I.F.		
L.O.R.			R.O.R.			L.O.R.			R.O.R.		
L.I.R.			R.I.R.			L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE OUT 6-20-82 TIME _____ ☐ A.M. ☐ P.M.
DELIVERED BY _____ FOR Griffin
RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.
RECEIVED BY _____ FOR Griffin
RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

(Lessor)

The Griffin Company

(Name of Lessee)

By _____ (Title) By _____ (Title)



THE GRIFFIN COMPANY

P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 1496

CREDIT APPROVED

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name: Grandwork Mining & Marketing 264-0088
Address: 521 Richardson Dr.
City and State: Grand Prairie, TX 75051

Customer No.

12th and Last Month's Rental
IN ADVANCE.

(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. ST-472
SERIAL NO. M-30239
MAKE TM TYPE 45' VAN (STORAGE)
LIC. NO. & STATE _____
EXPIR. DATE _____ Agreed Return Date _____

Remarks: NO INSURANCE. Customer Totally
RESPONSIBLE FOR TRAILER WHILE IN
TRANSIT & WHILE PARKED ON GRIFFIN Co.
Property.

TIRES 1000 X 20 Reefer: Plus _____ cents per meter hour
RENTAL _____ Per _____
SCHEDULE: _____ Day \$ _____ Week \$ 100.00
Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per _____ Total _____
Month Plus _____ cents per mile Tax 4.00
Total Hours _____ Total Miles _____
Total Miles _____ Invoice # 10400

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT
RIGHT SIDE REAR
FLOOR
BEGINNING HUB READING
REFRIG UNIT METER OUT
REFRIG UNIT METER IN

LEFT SIDE FRONT
RIGHT SIDE REAR
FLOOR
ENDING HUB READING
TOTAL MILES USED
TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT: 7-20-82 TIME _____ ☐ A.M. ☐ P.M.

DATE IN: _____ TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin

RECEIVED BY _____ for Griffin

RECEIVED BY _____ FOR LESSEE

RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

The Griffin Company

(Lessor)

(Name of Lessee)

By _____ (Title)

By _____ (Title)



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

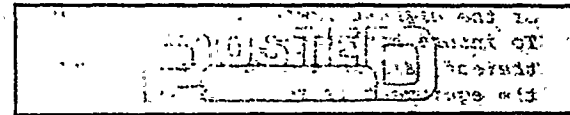
NO. 1641
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name Groundwork Mining & Marketing 264-0088 Customer No. _____
Address 521 Richardson Dr.
City and State Grand Prairie, TX 75051



(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter, stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. ST-472 (275)
SERIAL NO. 1130239
MAKE TRM TYPE 45' VAN (STORAGE)
LIC. NO. & STATE: _____

Remarks: _____

EXPIR. DATE _____ Agreed Return Date _____
TIRES 1000 X 20 Reefer: Plus _____ cents per meter hour

RENTAL _____ Per _____ Per _____
SCHEDULE \$ _____ Day \$ _____ Week \$ 100.00
Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per _____ Total 44.00
Month Plus _____ cents per mile Tax _____
Total Hours _____ Total _____
Total Miles _____ Invoice 104.00

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

LEFT SIDE FRONT

RIGHT SIDE REAR

FLOOR

BEGINNING HUBREADING

REFRIG UNIT METER OUT

REFRIG UNIT METER IN

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT

RIGHT SIDE REAR

FLOOR

ENDING HUBREADING

TOTAL MILES USED

TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT 8-20-82 TIME _____ ☐ A.M. ☐ P.M.

DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin

RECEIVED BY _____ for Griffin

RECEIVED BY _____ FOR LESSEE

RETURNED BY _____ FOR LESSOR

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

The Griffin Company

(Lessor)

(Name of Lessee)

By _____ By _____



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 1745
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

Customer No. _____

Name Groundwork Mining + Mark
Address 521 Richardson Dr.
City and State Grand Prairie, TX 75051

herein after referred to as "Lessor" and whose address is



(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. ST 472 (275)
SERIAL NO. M 30239
MAKE J/M TYPE 45' VAN (Sk.)
LIC. NO. & STATE _____

Remarks: _____

EXPIR. DATE _____ Agreed Return Date _____
TIRES 1000 X 20 Reefer: Plus _____ cents per meter hour

RENTAL _____ Per _____ Per _____
SCHEDULE \$ _____ Day \$ _____ Week \$ 100.00
Total _____ Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per _____ Total _____
Month Plus _____ cents per mile Tax 4.00
Total Hours _____ Total _____
Total Miles _____ Invoice 104.00

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

LEFT SIDE FRONT
RIGHT SIDE REAR
FLOOR
BEGINNING HUBREADING
REFRIG UNIT METER OUT
REFRIG UNIT METER IN

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT
RIGHT SIDE REAR
FLOOR
ENDING HUBREADING
TOTAL MILES USED
TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%	POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.			L.O.F.			R.O.F.		
L.I.F.			R.I.F.			L.I.F.			R.I.F.		
L.O.R.			R.O.R.			L.O.R.			R.O.R.		
L.I.R.			R.I.R.			L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE OUT 9-20-82 TIME _____ ☐ A.M. ☐ P.M.
DELIVERED BY _____ FOR Griffin
RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.
RECEIVED BY _____ FOR Griffin
RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

The Griffin Company

(Lessor)

(Name of Lessee)

By _____ (Title)

By _____ (Title)



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 1851
 CREDIT APPROVED _____

LEASE AGREEMENT

Name: Granddunk Mining & Marketing
 Address: 521 Richardson Dr.
 City and State: Grand Prairie, TX 75051

(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. 275 (ST-472)
 SERIAL NO. 1130239
 MAKE JIM TYPE 45 VAN STG
 LIC. NO. & STATE _____

EXPIR. DATE _____ Agreed Return Date _____
 TIRES 1000 X 20 Reffer: Plus _____ cents per meter hour
 RENTAL _____ Per _____ Per _____
 SCHEDULES _____ Day \$ _____ Week \$ 100.00 Month Plus _____ cents per mile Tax 4.00
 Total _____ Total _____ Total _____ Total Hours _____ Total Miles _____
 Days _____ Week(s) _____ Month(s) _____

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B"=BRUISE "C"=CUT "H"=HOLE "D"=DENT "ND"=NO DEFECTS

INITIAL RECEIPT AND INSPECTION

LEFT SIDE FRONT

RIGHT SIDE REAR

BEGINNING METER READING

REFRIG. UNIT METER OUT

REFRIG. UNIT METER IN

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT

RIGHT SIDE REAR

ENDING METER READING

TOTAL MILES USED

TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
 TARP _____ LANDING GEAR _____
 WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
 TARP _____ LANDING GEAR _____
 WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	DATE	POS.	BRAND NO.	DATE
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	DATE	POS.	BRAND NO.	DATE
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
 DATE OUT 10-20-82 TIME _____ A.M. _____ P.M.
 DELIVERED BY _____ FOR Griffin
 RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
 DATE IN _____ TIME _____ A.M. _____ P.M.
 RECEIVED BY _____ FOR Griffin
 RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

The Griffin Company (Lessor)
 By _____ (Name of Lessee)



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 1977
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name Groundwork Mining & Marketing Customer No. _____
Address 521 Richardson Dr.
City and State Grand Prairie, TX 75051

(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. 275 (ST-472)
SERIAL NO. 14-30239
MAKE 11/11 TYPE 45' VAN SKY
LIC. NO. & STATE _____

Remarks: _____

EXPIR. DATE _____ Agreed Return Date _____

TIRES 1000 X 20 Reefer: Plus _____ cents per meter hour

RENTAL SCHEDULE: \$ _____ Per Day \$ _____ Per Week \$ 100.00
Total _____ Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per Month Plus _____ cents per mile Tax 4.00
Total Hours _____ Total _____
Total Miles _____ Invoices 104.00

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

LEFT SIDE	FRONT
RIGHT SIDE	REAR
FLOOR	BEGINNING HUBREADING
	REFRIG UNIT METER OUT
	REFRIG UNIT METER IN

RETURN RECEIPT AND INSPECTION

LEFT SIDE	FRONT
RIGHT SIDE	REAR
FLOOR	ENDING HUBREADING
	TOTAL MILES USED
	TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT 11-20-82 TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin

RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.

RECEIVED BY _____ for Griffin

RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

The Griffin Company

(Lessor)

(Name of Lessee)

By _____ (Title) By _____ (Title)



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

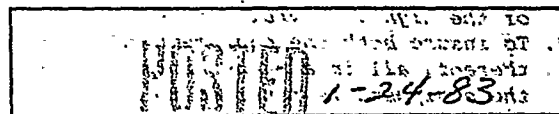
NO. 2087
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name Groundwork Mining & Marketing Customer No. _____
Address 999 N. Doheny Drive Suite 304
City and State Los Angeles, Calif. 90069



(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee;

UNIT NO. 275 (ST-472)
SERIAL NO. 1430239
MAKE TIM TYPE 45' VAN STG
LIC. NO. & STATE _____

Remarks: _____

EXPIR. DATE _____ Agreed Return Date _____

TIRES 1000 X 20 Reefer: Plus _____ cents per meter hour

RENTAL: Per _____ Per _____
SCHEDULE: Day \$ _____ Week \$ 100.00
Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per _____ Total _____
Month Plus _____ cents per mile Tax 4.00
Total Hours _____ Total _____
Total Miles _____ Total _____

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

LEFT SIDE	FRONT
RIGHT SIDE	REAR
FLOOR	BEGINNING HUB READING
	REFRIG UNIT METER OUT
	REFRIG UNIT METER IN

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT 12-20-83 TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin

RECEIVED BY _____ FOR LESSEE

RETURN RECEIPT AND INSPECTION

LEFT SIDE	FRONT
RIGHT SIDE	REAR
FLOOR	BEGINNING HUB READING
	REFRIG UNIT METER OUT
	REFRIG UNIT METER IN

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.

RECEIVED BY _____ FOR Griffin

RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

(Lessor)

The Griffin Company

(Name of Lessee)

By _____ (Title)

By _____ (Title)

White - Original Canary - Invoice Copy Pink - Delivery Receipt



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

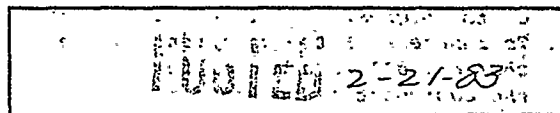
NO. 2182
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name Groundwater Mining & Marketing Customer No. _____
Address 999 N. DeLong Dr. Suite 804
City and State Los Angeles, Calif 90069



(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. 275 (ST 472)
SERIAL NO. M302-39
MAKE TIM TYPE 45' Stg. Van
LIC. NO. & STATE _____

Remarks: _____

EXPIR. DATE _____ Agreed Return Date _____

TIRES 1000 X 20 Reefer: Plus _____ cents per meter hour

RENTAL _____ Per _____ Per _____
SCHEDULES _____ Day \$ _____ Week \$ 100.00
Total _____ Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per _____ Total _____
Month Plus _____ cents per mile Tax 4.00
Total Hours _____ Total _____
Total Miles _____ Invoice \$104.00

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

LEFT SIDE FRONT
275 TOP
RIGHT SIDE
FLOOR
BEGINNING HUBREADING
REFRIG UNIT METER OUT
REFRIG UNIT METER IN

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT
2-20-83 TOP
RIGHT SIDE
FLOOR
ENDING HUBREADING
TOTAL MILES USED
TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE OUT 1-20-83 TIME _____ ☐ A.M. ☐ P.M.
DELIVERED BY _____ FOR Griffin
RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.
RECEIVED BY _____ for Griffin
RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC. ARE THE RESPONSIBILITY OF LESSEE.

The Griffin Company

(Lessor)

(Name of Lessee)

By _____ (Title) By _____ (Title)

White - Original Canary - Invoice Copy Pink - Delivery Receipt



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 2259
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

Customer No. _____

Name Groundwork Mining & Marketing
Address 999 N. De Soto St. #804
City and State Los Angeles, Calif 90069

herein after referred to as "Lessor" and whose address is

Posted 3-22-83

(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. 275 (ST-42)
SERIAL NO. M-30239
MAKE THU TYPE 45' S/S VAN
LIC. NO. & STATE _____

Remarks: _____

EXPIR. DATE _____ Agreed Return Date _____

TIRES 1000 X20 Reefer: Plus _____ cents per meter hour

RENTAL: Per _____ Per _____
SCHEDULE: Day \$ _____ Week \$ 100.00
Total _____ Total _____
Days _____ Week(s) _____ Month(s) _____

Per _____ Total _____
Month Plus _____ cents per mile Tax 4.00
Total Hours _____ Total _____
Total Miles _____ Invoice 104.00

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

LEFT SIDE FRONT

275 TOP

RIGHT SIDE

FLOOR

BEGINNING HUBREADING

REFRIG UNIT METER OUT

REFRIG UNIT METER IN

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT

3-20-83 TOP

RIGHT SIDE

FLOOR

ENDING HUBREADING

TOTAL MILES USED

TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT 2-20-83 TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin

RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.

RECEIVED BY _____ for Griffin

RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

(Lessor)

The Griffin Company

(Name of Lessee)

By _____ (Title) By _____ (Title)

White - Original Canary - Invoice Copy Pink - Delivery Receipt



THE GRIFFIN COMPANY
P. O. BOX 470371
DALLAS, TEXAS 75247
214-638-3205 METRO 263-4570

NO. 2358
CREDIT APPROVED _____

LEASE AGREEMENT

shown above does hereby lease to

herein after referred to as "Lessor" and whose address is

Name Granddunk Mining & Marketing Customer No. _____
Address 999 N. Dobson Dr #804
City and State Los Angeles Calif. 90069

(herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

UNIT NO. 275 (ST-472)
SERIAL NO. 14302-39
MAKE TIM TYPE 4.5' Stg. Van
LIC. NO. & STATE _____

Remarks: _____

EXPIR. DATE _____ Agreed Return Date _____

TIRES 1000 X 20 Reefer: Plus _____ cents per meter hour

RENTAL SCHEDULE: \$ _____ Per Day \$ _____ Per Week \$ 100.00 Per Month Plus _____ cents per mile Tax 4.00
Total _____ Total _____ Total Hours _____ Total _____
Days _____ Week(s) _____ Month(s) _____ Total Miles _____ Invoice 104.00

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INITIAL RECEIPT AND INSPECTION

RETURN RECEIPT AND INSPECTION

LEFT SIDE FRONT
275 TOP
RIGHT SIDE
FLOOR
BEGINNING HUBREADING
REFRIG UNIT METER OUT
REFRIG UNIT METER IN

LEFT SIDE FRONT
4-20-83 TOP
RIGHT SIDE
FLOOR
ENDING HUBREADING
TOTAL MILES USED
TOTAL DAYS USED

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE OUT 3-20-83 TIME _____ ☐ A.M. ☐ P.M.
DELIVERED BY _____ FOR Griffin
RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.
RECEIVED BY _____ for Griffin
RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL TIRE REPAIR(S) FLATS, SERVICE CALLS, ETC ARE THE RESPONSIBILITY OF LESSEE.

The Griffin Company

(Lessor)

(Name of Lessee)

By _____ (Title) By _____ (Title)

White - Original Canary - Invoice Copy Pink - Delivery Receipt



TRAILER LEASE THE GRIFFIN CO.

P.O. BOX 470371 DALLAS, TEXAS 75247
Phone: (214) 638-3205 Metro: 263-4570



INVOICE NO. Nº 3375

ESSEE: Groundwork Mining & Marketing
P.O. BOX _____
STREET ADDRESS 999 N. Doherty Dr #804
CITY & STATE Los Angeles, Calif 90069
TRAILER NO. 275
SERIAL NO. M30239
MAKE & TYPE T/M 45' Std. Van
LIC. NO. & STATE _____

INSURANCE
INFORMATION _____

Deposit _____ P.O. # _____

RENTAL SCHEDULE

		TOTAL
No. of Days	@ Per Day	
No. of Weeks	@ Per Week	
No. of Months	@ Per Month	<u>100.00</u>
No. of Miles	@ Per Mile	
No. of Hours	@ Per Hour	

Herein referred to as "Lessee"), and Lessee does hereby hire from
lessor, upon the terms, covenants and conditions hereinafter
stated the following equipment, receipt of said equipment in good
repair and working condition being hereby acknowledged by
lessee:

Hubodometer Reading	Unit Reading
Mileage IN _____ Hours	
Mileage OUT _____ Hours	
Mileage TOTAL _____ Hours	

Clean-Up Charge	
Pickup or Delivery Charge	
State Rental Tax	<u>4.00</u>
Grand Total	<u>104.00</u>

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO EFFECTS

INITIAL RECEIPT AND INSPECTION

RETURN RECEIPT AND INSPECTION

LEFT SIDE

FRONT

RIGHT SIDE

REAR

Tire Size 1000

Wheel Size 20

LEFT SIDE

FRONT

RIGHT SIDE

REAR

Tire Size _____

Wheel Size _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE OUT 4-20-83 TIME _____ ☐ A.M. ☐ P.M.
DELIVERED BY _____ FOR Griffin
RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE
DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.
RECEIVED BY _____ for Griffin
RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL EXPENSES ON TRAILER ARE THE SOLE RESPONSIBILITY OF LESSEE.

(Lessor)
The Griffin Company

(Name of Lessee)

(Title)

By

(Title)



TRAILER LEASE THE GRIFFIN CO.

P.O. BOX 470371 DALLAS, TEXAS 75247
Phone: (214) 638-3205 Metro: 263-4570



INVOICE NO. Nº 3458

LESSEE: Groundwork Mining & Marketing
P.O. BOX _____
STREET ADDRESS 999 N. Doheny Dr. #804
CITY & STATE Los Angeles, Calif 90069
TRAILER NO. 275
SERIAL NO. M30239
MAKE & TYPE TM 45' Std. Van
LIC. NO. & STATE _____

(Herein referred to as "Lessee"), and Lessee does hereby hire from Lessor, upon the terms, covenants and conditions hereinafter stated the following equipment, receipt of said equipment in good repair and working condition being hereby acknowledged by Lessee:

Hubodometer Reading	Unit Reading
IN _____ Mileage	IN _____ Hours
OUT _____ Mileage	OUT _____ Hours
TOTAL _____ Mileage	TOTAL _____ Hours

MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION SYMBOL "B" - BRUISE - "C" - CUT - "H" - HOLE - "D" - DENT - "ND" - NO DEFECTS

INSURANCE INFORMATION

Deposit _____ P.O. # _____

RENTAL SCHEDULE

No. of Days	@ Per Day	
No. of Weeks	@ Per Week	
No. of Months	@ Per Month	<u>100.00</u> <u>100.00</u>
No. of Miles	@ Per Mile	
No. of Hours	@ Per Hour	

Total 100.00

Clean-Up Charge 0.00

Pickup or Delivery Charge _____

State Rental Tax 4.00

Grand Total 104.00

INITIAL RECEIPT AND INSPECTION

LEFT SIDE	FRONT
RIGHT SIDE	REAR
FLOOR	
Tire Size _____	
Wheel Size _____	

RETURN RECEIPT AND INSPECTION

LEFT SIDE	FRONT
RIGHT SIDE	REAR
FLOOR	
Tire Size _____	
Wheel Size _____	

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

BRAKES _____ % FLAPS _____ LITES _____
TARP _____ LANDING GEAR _____
WHEEL LUGS _____ UNDER CARRIAGE _____

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

POS.	BRAND NO.	%	POS.	BRAND NO.	%
L.O.F.			R.O.F.		
L.I.F.			R.I.F.		
L.O.R.			R.O.R.		
L.I.R.			R.I.R.		

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE OUT 5-20-83 TIME _____ ☐ A.M. ☐ P.M.

DELIVERED BY _____ FOR Griffin

RECEIVED BY _____ FOR LESSEE

INSPECTED & ALL DAMAGES & DEFICIENCIES NOTED ABOVE

DATE IN _____ TIME _____ ☐ A.M. ☐ P.M.

RECEIVED BY _____ for Griffin

RETURNED BY _____ FOR LESSEE

THIS AGREEMENT BECOMES EFFECTIVE WHEN THE EQUIPMENT IS RECEIVED BY LESSEE OR HIS AGENT AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. ALL EXPENSES ON TRAILER ARE THE SOLE RESPONSIBILITY OF LESSEE.

(Lessor)
The Griffin Company

(Name of Lessee)

By _____ (Title)

By _____ (Title)

87-29551-11A 14

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

b6
b7C

By

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

Copies of 3 checks to

Griffin Co. 2 from

IEC, 1 from Groundworks M.ing.

b6
b7C

INDIAN EARTH
9261 W. 3RD ST.
BEVERLY HILLS, CALIF. 90210

DATE	INVOICE	AMOUNT

16-1608
1220

28463

PAY TO THE ORDER OF THE SUM 728 000 00 Dollars

CHECK NO.	TO THE ORDER OF	DATE	GROSS AMOUNT	DISCOUNT	CHECK AMOUNT
28463	GRIFFIN COMPANY	6-20-83			728 00

UNION BANK Beverly Hills Regional Head Office
9460 Wilshire Blvd. Beverly Hills, CA. 90212

028463 1 2000771 20043 7723

b6
b7c

87A-29551-1A15

INDIAN EARTH
9261 W. 3RD ST.
BEVERLY HILLS, CALIF. 90210

STOP PAYMENT

DATE	INVOICE	AMOUNT

16-1606
1220
28330

PAY

THE SUM 7,283.00

CHECK NO. 28330

TO THE ORDER OF

GRiffin COMPANY

DATE 6/3/83

GROSS AMOUNT

DISCOUNT

CHECK AMOUNT

7283.00

STOP PAYMENT

STOP PAYMENT

UNION BANK - Beverly Hills Regional Head Office
29460 Wilshire Blvd. Beverly Hills, CA 90212

028330 122000774 043 723

b6
b7C

87A-29551-1A15

STOP PAYMENT

ENDORSEMENT
CANCELLED
JUN 14 1983

PAY TO THE ORDER OF
TEXAS AMERICAN BANK
DALLAS TEXAS
FOR DEPOSIT ONLY
GRIFFIN COMPANY
30-7846-9

STOP

PAYMENT
STOP
JUN 14 1983

Box 47188
47

87A-29551-1A15



POST OFFICE TO ADDRESSEE



FROM: Indian Earth Co. 9253 W. Third St Beverly Hills, CA 90210	
	Customer Number, if any:
TO: GRIFFIN CO. PO. Box 470371 Dallas, TX 75247	

1250052
JW
9040
6-23-80
6/21 1700
102 935 022 12
LC
WAS ATTEMPTED

EXPRESS MAIL SERVICE

LABEL 11B DEC/80 ☆ U.S.G.P.O. 1981-348-724

TO REMOVE LABEL BACK HERE
REMOVE LABELS 1 & 2 with this stub

17

b6
b7c

87A-29551-1A15

GROUNDS WORKS

No.

6/7

19 83

37-22/1119

PAY TO THE ORDER

The Miller Company

Deer Creek and Trout Creek

\$ 728.00

DOLLARS

Continental National Bank

Houston at Seventh P.O. Box 910
Fort Worth, Texas 76101

FOR

GROUNDS WORKS Account

Check 3458 Date 7/20/83 111900222

b6
b7C

87A-29551-1A15

Field File No.

OO and File No.

Date Received

From

(Name of Contributor)

(Address of Contributor)

By

(Name of Special Agent)

To Be Returned ☐ Yes

☒ No

☐ Yes

☒ No

Receipt Given ☐ Yes

☒ No

Grand Jury Material - Disseminate
Only Pursuant to Rules 6(e),
Federal Rules of Criminal
Procedure

Description:

Copies of Plaintiff's original
petition ☐ : Defendant's original
answer : cross petition at
Interpleaders.

b6
b7C

b6
b7C



6/30/8

No: 83-8219

*Industry
Early*

GROUNDWORKS MINING &
MARKETING

VS.

GRIFFIN, INC. also known as
THE GRIFFIN COMPANY,
RFA CORP., a CALIFORNIA
CORPORATION, EVA HAIN, and
TED L. GUNDERSON

S
S
S
S
S
S
S
S
S

FILED
IN THE DISTRICT COURT
83 JUN 23 P 1:34
DALLAS COUNTY, TEXAS

DALLAS LONG
DISTRICT CLERK
DALLAS CO. TEXAS

D-95th JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes Now the Plaintiff, and for cause of action against the Defendants, states the following:

I.

Plaintiff is a sole proprietorship with its principal place of business in Dallas County, Texas, during the times pertinent to this suit.

II.

Defendant GRIFFIN, INC, is a Texas Corporation and may be served with process by serving its registered agent:

Mr. D. M. GRIFFIN
4525 Irving Blvd.
Dallas, Texas 75247

Defendant RFA CORP. is a California Corporation which may be served with process by serving its Vice-President Ms. EVA HAIN at the principal business office of the corporation at:

9253 W. Third Street
Beverly Hills, California 90210

Defendant EVA HAIN is a California domicile and may be personally served with process at her residence:

20842 Pacific Coast Highway
Malibu, California

Defendant TED L. GUNDERSON is a California domicile and may be personally served with process at his principal place of business:

1100 Glendon Avenue
West Los Angeles, California 90024

III.

Plaintiff entered into a bailment agreement with Defendant GRIFFIN, INC. doing business under the name of THE GRIFFIN COMPANY by leasing a trailer from said Defendant and storing in said trailer valuable tools and trade secret papers along with other goods and products in May, 1982. Defendant GRIFFIN INC. had possession of Plaintiff's property within the trailer at all times during the bailment and is in possession of Plaintiff's property at this time.

IV.

On Monday, June 6, 1983, Plaintiff, through its owner Mr. Mark Miller, presented himself at GRIFFIN, INC.'s business address at 4525 Irving Blvd., Dallas, Texas and tendered the remaining balance due to GRIFFIN, INC. for the bailment by check in the amount of Seven Hundred Twenty-eight Dollars (\$728.00). Plaintiff's agent demanded that he be given possession of the trailer and its contents to relocate these contents and return the trailer, which tender and demand was refused. Plaintiff had a right to possess the contents of the trailer when it tendered the storage charges.

V

On June 6, 1983, and thereafter, Plaintiff was informed by a Mr. Tarver, an agent of Defendant GRIFFIN, INC., that two other persons, namely Defendants EVA HAIN and TED L. GUNDERSON, acting for themselves individually and as agents of Defendant RFA CORP., had broken the locks and entered into the trailer leased to Plaintiff and claimed the contents as their own.

Defendant has not been allowed access to the contents of the leased trailer and was informed that Defendant EVA HAIN had offered to pay GRIFFIN, INC., the amount due for storage.

VI.

Plaintiff has been deprived of access to its property by the actions of Defendants and each of them. Part of the property stored in the trailer is trade secret documents used to produce make-up powder marketed nationwide under the brand name, Indian Earth.

Plaintiff has no knowledge whether or not its property has been damaged, destroyed or removed, since it has been denied access to the trailer. Plaintiff needs to inspect the contents of the leased trailer to determine whether its property has been damaged, taken, or its trade secrets removed or photographed.

VII.

Plaintiff has no sure method of determining whether or not Plaintiff's trade secrets have been photographed and are to be utilized by third persons to produce the make-up powder to the damage of Plaintiff. Plaintiff has no adequate remedy at law to protect the trade secrets of Plaintiff or to prevent the dissemination and use of its trade secret formula and therefore seeks injunctive relief to prevent the Defendants from using or disseminating the trade secret formula.

VIII.

Plaintiff is informed and believes that Defendant EVA HAIN has acquired the ownership and control of RFA CORP. d/b/a Indian Earth Company, the principal user of the make-up product created by Plaintiff's secret formula, on June 20, 1983.

IX.

Plaintiff states that unless a Temporary Restraining Order,

Temporary Injunction and Permanent Injunction are issued against RFA CORP., EVA HAIN and TED L. GUNDERSON, Plaintiff's secret formula will be used and disseminated and its value forever lost.

X.

Plaintiff further states that it and its agents need to have access to the trailer ordered by the Court since its request to inspect the contents of the trailer have been refused by Defendant GRIFFIN, INC., and Plaintiff therefore seeks a Court Order permitting it to inspect instant the contents of the leased trailer located at 4525 Irving Blvd., Dallas, Texas, based on the need factually alleged herein.

XI.

Defendants have converted Plaintiff's property to their own use. Plaintiff seeks alternatively the return of its property stored in the trailer or damages in an amount which exceeds the minimum jurisdictional requirements of this Court.

XII.

Defendants EVA HAIN, TED L. GUNDERSON and RFA CORP., acting through its agents have acted with malice for the sole purpose of depriving Plaintiff of its property, for said Defendants gain and profit. These Defendants actions were willful, wanton, and illegal and without any claim of right whatsoever, and Plaintiff therefore seeks exemplary damages against Defendants EVA HAIN, TED L. GUNDERSON and RFA CORP.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Court issue its Temporary Restraining Order prohibiting Defendants from using or disseminating Plaintiff's formula for the manufacture of Indian Earth make-up;

That the Court further issue a Temporary Order allowing Plaintiff's owner, Mark Miller and attorney Steven H. Swander, to inspect the leased trailer belonging to Defendant GRIFFIN, INC., located at 4525 Irving Blvd., Dallas, Texas instant;

That the Court set a reasonable bond to protect the Defendants from the temporary restraining order;

That a hearing be set and thereafter a Temporary Injunction be issued prohibiting Defendants from using or disseminating Plaintiffs secret formula;

That Plaintiff recover Judgment for the return of the property stored in the trailer or alternatively for actual damages from the Defendants due to the conversion of Plaintiff's assets;

That Plaintiff recover exemplary damages against Defendants

EVA HAIN, TED L. GUNDERSON and RFA CORP and for costs of Court and for such other and further relief that to the Court seems just and proper.

Respectfully Submitted,
PRICE AND SWANDER

BY: STEVEN H. SWANDER
Bar Card No: 19550700

409 Sinclair Building
Fort Worth, Texas 76102
(817) 338-4633

ATTORNEYS FOR PLAINTIFF

STATE OF TEXAS §
 § VERIFICATION
COUNTY OF TARRANT §

I, MARK MILLER, being over the age 18 years and fully competent to make this affidavit, based on personal knowledge, do hereby swear under oath as follows:

"That I am the owner of Groundworks Mining and Marketing.

"That I have read the contents of Plaintiff's Original Petition and swear that the factual allegations contained therein are true and correct."

MARK MILLER

SWORN TO AND SUBSCRIBED TO before me the undersigned authority on this the _____ day of June, 1983.

NOTARY PUBLIC in and for
Tarrant County, Texas

Print or Type Name

My Commission Expires:

Copy to be
Stamped
+ Returned

FILED

NO. 83-8219

83 JUL 1 P 3:38

IN THE DISTRICT COURT

GROUNDWORKS MINING &
MARKETING

VS.

DALLAS COUNTY, TEXAS
DALLAS COUNTY, TEXAS

GRIFFIN, INC. also known as
THE GRIFFIN COMPANY,
RFA CORP., a CALIFORNIA
CORPORATION, EVA HAIN, and
TED L. GUNDERSON

DEPUTY

95th JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER AND CROSS PETITION
OF INTERPLEADER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW THE DEFENDANT, GRIFFIN COMPANY, INC.,
dba THE GRIFFIN COMPANY, by and through his attorney of record,
McCartney & Swicegood, P.C. and files this Defendant's Original
Answer in the above styled and numbered cause, and would
show the Court the following:

I.

Defendant denies each and every, all and singular,
the allegations of Plaintiff's Original Petition and demands
strict proof thereof. Defendant says further that each and
every item in Plaintiff's Original Petition is not just
and/or true.

WHEREFORE, PREMISES CONSIDERED, Defendant, GRIFFIN,
INC., dba THE GRIFFIN COMPANY requests judgment of this Court
that Plaintiff, GROUNDWORKS MINING & MARKETING take nothing
by this suit and that Defendant go hence with their cost
without delay and for such other and further relief, at
law or inequity, to which they may show themselves entitled.

CROSS PLAINTIFF'S PETITION AND INTERPLEADER

Without waiving the above, and in the alternative,
comes now Cross Plaintiff, GRIFFIN, INC., dba THE GRIFFIN
COMPANY, hereinafter referred to as Cross Plaintiff, and
pursuant to Rule 43, Texas Rules of Civil Procedure, files
this its Original Petition and Interpleader complaining of

87-29551-A¹⁶

GROUNDWORKS MINING & MARKETING, hereinafter referred to as Cross Defendant, RFA CORPORATION, a California corporation, hereinafter referred to as Cross Defendant, EVA HAIN, hereinafter referred to as Cross Defendant and for cause of action would show the following:

II.

Cross Plaintiff is a Corporation duly authorized under the laws of the State of Texas and is a resident of the County of Dallas. Service of process can be had upon Cross Defendant, GROUNDWORKS MINING & MARKETING, by and through its attorney MR. STEVE SWANDER, 409 Sinclair Building, Ft. Worth, Texas 76102; Cross Defendant RFA CORP., by and through its attorney of record MR. AL BADGER, 4400 Republic National Bank Tower, Dallas, Texas 75201; Cross Defendant EVA HAIN by and through her attorney of record MR. AL BADGER, 4400 Republic National Bank Tower, Dallas, Texas 75201; Cross Defendant, MR. TED L. GUNDERSON, by and through his attorney of record MR. AL BADGER, 4400 Republic National Bank Tower, Dallas, Texas 75201.

III.

On or about June 6, 1983 Cross Plaintiff was in possession of one trailer leased to Cross Defendant, GROUNDWORKS MINING & MARKETING, said lease signed by its owner Mark Miller, and said lease was approximately seven hundred twenty-eight dollars (728.00) in arrears. On or about June 6, 1983 all of the above listed Cross Defendants made claim for the contents of the said trailer and demanded from Cross Plaintiff that he release the contents to each of the Cross Defendants. On or about the same date Cross Defendant, EVA HAIN and Cross Defendant TED L. GUNDERSON entered upon Plaintiff's property and inspected the contents of the above described trailer leased to Cross Defendant, GROUNDWORKS MINING & MARKETING. Both made demands from Cross Plaintiff for the release of said merchandise to themselves.

Attached hereto, is a true and correct copy of the lease, hereinafter referred to as Exhibit "A" incorporated herein for all general purposes, that Cross Defendant, GROUNDWORKS MINING & MARKETING, by and through its owner Mark Miller, executed from Cross Plaintiff for the lease of said trailer. Further attached hereto and referred to as Exhibit "B" and incorporated herein for all general purposes is a copy of a telegram received from Cross Defendant, EVA HAIN, instructing Cross Plaintiff not to release the contents of said trailer to anyone pending Court action. Further, attached hereto and referred to as Exhibit "C" and incorporated herein for all general purposes, are copies of checks received from Cross Defendant GROUNDWORKS MINING & MARKETING, and Cross Defendant EVA HAIN, by and through her attorney of record MR. STEVE SWANDER for the payment of all past due rents.

V.

The two claims against Cross Plaintiff by each of the Cross Defendants are adverse and conflicting. Cross Plaintiff is unable to decide the validity of either of said claims and is not in a position to determine whether or not the title to the property within the trailer belongs to one Cross Defendant or the other Cross Defendants. Plaintiff is in the position of an innocent stakeholder faced with the possibility of a double liability and lost storage and rental charges related to the lease of said trailer and if Cross Plaintiff should release the property to the wrong Cross Defendant, Cross Plaintiff would face civil and criminal liability.

VI.

Cross Plaintiff neither has, nor claims any interest in said merchandise within the trailer he leased to Cross Defendant, GROUNDWORKS MINING & MARKETING by and through its owner Mark Miller, except the same is being held as collateral for the past due rents and storage charges and cleaning charge in

a sum exceeding seven hundred twenty-eight dollars (\$728.00), and that Cross Plaintiff will release the same to the proper owner that is determined by this Court.

VII.

Cross Plaintiff has in no way colluded with either of the Cross Defendants named herein concerning the matters in this case. Cross Plaintiff is not, in any manner, indemnified by any of the Cross Defendants named herein. Plaintiff has filed this Petition and Interpleader of its free will to avoid double liability and unnecessary suits and cost instant thereto.

VIII.

Cross Plaintiff further alleges that it is entitled to recover reasonable attorney's fees and its cost as a result of these proceedings. In this connection, Plaintiff alleges that the sum of one thousand five hundred dollars (\$1,500.00) is a reasonable attorney's fee for the services of an attorney with the firm of McCARNEY & SWICEGOOD, P.C., which has been hired to represent the Cross Plaintiff's interests in filing this suit and interpleader. Cross Plaintiff would show that, because it was faced with deciding who was entitled to receive the contents of the trailer in question, and because the claims to that property are conflicting, it was reasonable and necessary for it to hire the law firm of McCARTNEY & SWICEGOOD, P.C. to represent its interest in this cause, and it should be entitled to receive a reasonable attorney's fee for the expenses that it has incurred through this law firm in resolving this question of conflicting claims.

WHEREFORE, PREMISES CONSIDERED, Cross Plaintiff prays that each of the Cross Defendants be cited to appear and answer herein, that service of process be directed to each of the Cross Defendants by and through their attorney's of record who have agreed to accept personal service for each of the Cross Defendants, by receipt of a copy of this Answer and Petition and Interpleader sent by registered or certified mail, that each

of the Cross Defendants be required to answer herein interpreting their conflicting claims so as to allow the Court to determine who is the proper owner of said property, and on final trial herein that Cross Plaintiff have judgment as follows:

(1) That Cross Plaintiff be released and discharged from any and all liability to Cross Defendants on account of the matters relating to the title to the property in the above described trailer:

(2) That Cross Plaintiff recover all past due rents, storage charges and cleaning expenses now past due on said trailer in a sum exceeding seven hundred twenty-eight dollars (\$728.00):

(3) That Cross Plaintiff have and recover reasonable attorney's fee for the services of its attorney in the sum of one thousand five hundred dollars (\$1,500.00) plus Court cost and expenses and that the Court use its discretion to tax reasonable attorney's fees against each of the parties conflicting claims, or to the party that is eventually found by the Court to have the undeserving claim to the property in question, and that Cross Plaintiff recover all of its cost of Court incurred herein and expenses incurred by Cross Plaintiff in filing this civil suit and that Cross Plaintiff have such other and further relief, either at law or equity, to which it may show itself justly entitled.

Respectfully submitted,

MCCARTNEY & SWICEGOOD, P.C.
5757 Alpha Road, Suite 105
Dallas, Texas 75240
(214) 960-2348

BY: 

James E. Swicegood
State Bar No. 19579700
Attorney for Cross Plaintiff

VERIFICATION

STATE OF TEXAS

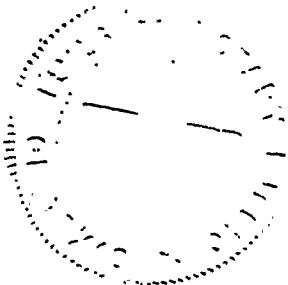
COUNTY OF DALLAS

BEFORE ME, the undersigned NOTARY PUBLIC, personally appeared JAMES E. SWICEGOOD, who being by me duly sworn on his oath deposes and said that he is attorney and duly authorized agent for GRIFF N INC., DBA THE GRIFFIN CO., The Defendant and Cross Plaintiff in the above entitled and numbered cause and that he is read the foregoing Defendants Original Answer and Cross Plaintiff's Petition and Interpleader and that the allegations contained therein are within his personal knowledge and are true just and correct.


JAMES E. SWICEGOOD

Subscribed and sworn before me, a Notary Public, on this 30 day of June, 1983. To certify of which witness my hand and official seal.


Notary Public in and for
the State of Texas



CERTIFICATE OF SERVICE

That a true and correct copy of the above and foregoing Defendant Original Answer and Cross Plaintiff's Petition and Interpleader was this day been mailed by Certified Mail to Cross Defendant RFA CORP., by and through its attorney of record Mr. Al Badger, 4400 Republic National Bank Tower, Dallas, Texas 75201, To Cross Defendant EVA HAIN by and through her attorney of record Mr. Al Badger, 4400 Republic National Bank Tower, Dallas, Texas 75201; To Cross Defendant GROUNDWORKS MINING & MARKETING, BY and through its attorney Mr. Steve Swander, 409 Sinclair Building, Ft. Worth, Texas 76102; and to MR. TED L. GUNDERSON, by and through his attorney of record Mr. Al Badger, 4400 Republic National Bank Tower, Dallas, Texas 75201.

Respectively by Certified Mail
Receipt numbers _____

P 430 688 505
P 430 688 836



JAMES E. SWICEGOOD

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1392560-0

Total Deleted Page(s) = 4
Page 7 ~ b7D;
Page 8 ~ b7D;
Page 9 ~ b6; b7C; b7D;
Page 10 ~ b6; b7C; b7D;

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ AIRTEL

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date 2/23/86

TO: SAC, LOS ANGELES

FROM: SAC, CHARLOTTE (196A-NEW) (RUC)

TED GUNDERSON,
 FORMER SPECIAL AGENT
 IN CHARGE, FBI

[redacted]
 dba NEPTUNE GROUP, INC.
 100 GLENDON AVENUE
 SUITE 1200
 WESTWOOD CENTER,
 WESTWOOD, CALIFORNIA
 FBW
 (00: LA)

Enclosed for Los Angeles is a [redacted]

For information of Los Angeles Division, during the
 [redacted] confidential source, [redacted]

[redacted] advised
 that captioned subjects and associates, dba NEPTUNE GROUP, INC.
 Westwood, California, were advertising their ability to
 broker huge amounts of gold emanating from Australia. [redacted]
 [redacted] has been telephonically contacted by
 individuals representing themselves as officers of NEPTUNE
 GROUP, INC., including [redacted] California,
 TED GUNDERSON, Los Angeles, California, and had also been
 telephonically contacted by [redacted]
 California, in reference to this prospective gold brokering
 deal. Source stated [redacted]

Source stated that [redacted]

2-Los Angeles (Enc. 1)

① Charlotte

HMP/jmg

Approved: _____

Transmitted _____

(Number)

(Time)

Per _____

196A-1513-1

cl
 -15m

14m
 2/24/86

b6
 b7C

b6
 b7C
 b7D

b6
 b7C

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date _____

CE 196A-NEW

was not a member of NEPTUNE GROUP, INC., but advised [redacted]
that NEPTUNE GROUP, INC. was attempting to consummate this
hugh gold brokering deal in the United States. [redacted]

[redacted]
[redacted]
[redacted]
[redacted] was advised that this gold is actually being mined
and produced in Australia, that NEPTUNE GROUP, INC. was
purporting to be the only broker in this gold, but that
NEPTUNE GROUP, INC. was not normally involved in the gold
and precious metals brokering business, rather being a
building contractor in the Los Angeles, California area.

Source stated that GUNDERSON provided telephone
number 213-208-4775 as his home telephone number with
telephone number 213-824-7692 as his office number. Source
stated [redacted] contacted telephone number
824-7692 to be advised that GUNDERSON was not available and
that this was a telephone number for the "ALCO CORP."
contracting company.

[redacted] is known to source to
be a legitimate broker doing business as [redacted]

[redacted] with telephone number [redacted]
Source stated that [redacted]

Source stated that the [redacted]

Further, source stated [redacted]

b7D

b6
b7C
b7D

b6
b7C
b7D

2

Approved: _____ Transmitted _____ Per _____
(Number) (Time)

FBI

TRANSMIT VIA:

☐ Teletype
☐ Facsimile
☐ _____

PRECEDENCE:

☐ Immediate
☐ Priority
☐ Routine

CLASSIFICATION:

☐ TOP SECRET
☐ SECRET
☐ CONFIDENTIAL
☐ UNCLAS E F T O
☐ UNCLAS

Date _____

CE 196A-NEW

b6
b7C
b7D

On 2/10/86, AUSA [REDACTED], MDNC, Greensboro, N.C., was apprised of the facts of this matter and advised that although serious irregularities apparently exist [REDACTED]

b6
b7C
b7D

[REDACTED] that no apparent criminal violation exists in the Middle District of North Carolina.

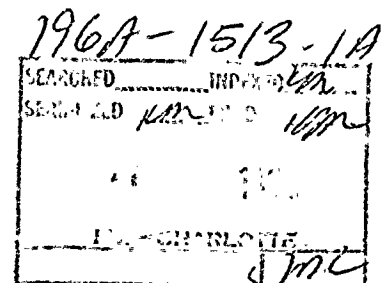
This information being provided Los Angeles Division for any further investigative action deemed necessary by that division. Los Angeles Division should especially note that information emanating from North Carolina may very well be singular in nature and no reference to this should be made outside the Bureau.

In view of the fact no further investigation is outstanding Charlotte Division, all logical investigation having been completed, this matter is being placed in RUC status at Charlotte.

3*

Approved: _____ Transmitted _____ Per _____
(Number) (Time)

(File No.) _____

[illegible]

Field File No. CE 196A-NEW ^{1513 - 1A1}

Serial # of Originating Document _____

OO and File No. LA 196A-NEW

Date Received 1/7/86 - 2/10/86

From _____
(Name of Contributor)

(Address of Contributor)

(City and State)

By _____
(Name of Special Agent)

To Be Returned ☐ Yes ☒ No Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules
of Criminal Procedure ☐ Yes ☒ No

Title: TED GUNDERSON, FORMER SPECIAL AGENT
IN CHARGE, FBI;

dba NEPTUNE GROUP, INC., 100 GLENDON AVE.
WESTWOOD CENTER, WESTWOOD, CA.
FBW
(00: LA)

Reference: Charlotte airtel to Los Angeles, 2/13/86
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

b6
b7C
b7D

see copy

CE 196A-1513
HMP/jmg

During the period [redacted] advised SA [redacted] had been in contact with several individuals operating out of the greater Los Angeles, California area, using the company name NEPTUNE GROUP and that these individuals were representing a gold brokering offering through the NEPTUNE GROUP. Source stated these individuals included TED GUNDERSON, [redacted] and [redacted]. Source stated that the NEPTUNE GROUP, INC. is described as being a Nevada corporation with address at #6 Two Bays Road, Mt. Elisa, Victoria 3930 Australia, with the United States address 1100 Glendon Avenue, Suite 1200, Westwood Center, Westwood, California 90024. Source stated [redacted]

b6
b7C
b7D

Source stated that on approximately [redacted]

[redacted] with telephone number [redacted] telephonically contacted [redacted] to advise that TED GUNDERSON, described as a former Special Agent in Charge of the Federal Bureau of Investigation, and his associates [redacted] representing a company called NEPTUNE GROUP, INC., were advertising huge amounts of gold emanating from Australia for sale in the United States.

b6
b7C
b7D

Source stated that [redacted] described as a broker from the [redacted] to advise that he was associated with the NEPTUNE GROUP, INC. of Westwood, California and was "representing" TED GUNDERSON in offering 3,080 ounces of fine gold being produced in Australia for sale in the United States through the NEPTUNE GROUP, INC., Westwood, California. [redacted] provided two telephone numbers for TED GUNDERSON as 213-208-4775 (home) and 213-824-7692 (office). [redacted] subsequently contacted the 824-7692 number to be advised that that was the "ALCO CORP., INC." and that GUNDERSON was not available at that time. [redacted]

b6
b7C
b7D

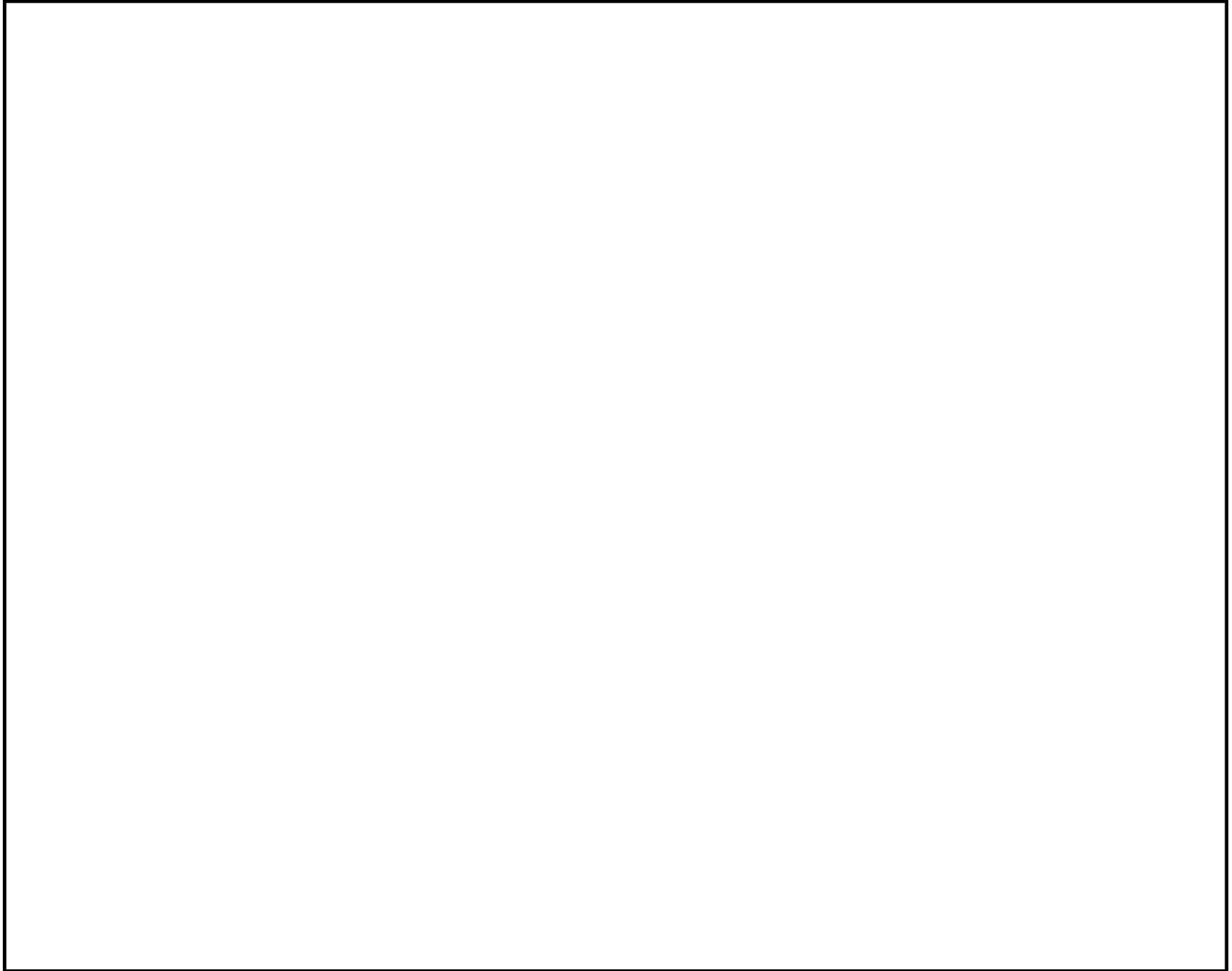
196A-1513-2

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 13 1986	
FBI - CHARLOTTE	

b6
b7C

CE 196A-1513
HMP/jmg

b6
b7C
b7D



Source stated that should any additional information come to the attention of source, source would immediately contact the Federal Bureau of Investigation.