



IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED In The
Office of the Court Clerk

CHAD ALLEN ISTOOK,)
)
 Plaintiff,)

JUL 06 2011

DOCKET _____ PAGE _____ RECORDED
Rhonda Hall, Court Clerk
_____ DEPUTY

vs.)

CJ-2011-1053 L

DAVID SHAD DEWITT, aka CHRIS BLACK,)
)
 LAWRENCE EARL SANDERS, aka LES RIGGS,)
)
 DEWITT & SANDERS LLC, aka THE BOUNTY BOYS,)
)
 RICHARD DIVELBISS,)
)
 SOONER BAIL BONDS, INC)
)
 LOCAL TV LLC, dba KFOR-TV,)
)
 GRIFFIN COMMUNICATIONS LLC, dba KWTW-TV,)
)
 Defendants.)

PETITION

COME NOW, the Plaintiff, Chad Allen Istook, individually sues the Defendants, David Shad Dewitt (aka Chris Black), Lawrence Earl Sanders (aka Les Riggs), Dewitt & Sanders LLC (aka The Bounty Boys), Richard Divelbiss, Sooner Bail Bonds, Inc., Local TV LLC (dba KFOR-TV), and Griffin Communications LLC (dba KWTW-TV), and for reasons therefore states as follows:

1. Plaintiff Chad Allen Istook is an adult male who on July 7th, 2009 was a resident of Norman, Oklahoma, and who has been residing in the State of Texas since 2010.
2. Defendant David Shad DeWitt, who also goes by an alias of Chris Black, is an adult male residing within the State of Oklahoma.
3. Defendant Lawrence Earl Sanders, who also goes by an alias of Les Riggs, is an adult male residing within the State of Oklahoma.

4. Defendant DeWitt & Sanders LLC, is an Oklahoma corporation with its principal place of business in the State of Oklahoma, which employed and directed the actions of Defendants DeWitt and Sanders as described herein.

5. At all times and in all matters pertinent hereto, Defendants DeWitt, Sanders, and DeWitt & Sanders LLC, were engaged in a common enterprise, using fictitious names for themselves and their enterprise, calling themselves "The Bounty Boys," and they shall collectively be known hereinafter as "BOUNTY BOYS."

6. Defendant Sooner Bail Bonds, Inc., (hereinafter "Sooner Bonds") is an Oklahoma corporation with its principal place of business in the State of Oklahoma.

7. Defendant Richard Divelbiss is an adult male residing within the State of Oklahoma, and is the principal of Defendant Sooner Bonds. He individually caused and directed the actions of Defendants Sooner Bonds, DeWitt, Sanders, and Bounty Boys, each of who acted as agents of Divelbiss and of Sooner Bonds.

8. Defendant Local TV LLC, d/b/a KFOR-TV (hereinafter "KFOR-TV"), a Delaware corporation, has its principal place of business at 1717 Dixie Highway, #650, Fort Wright, KY 41011, and does business in the State of Oklahoma as KFOR-TV, Channel 4, 444 E. Britton Road, Oklahoma City, OK 73114

9. Defendant Griffin Communications LLD, d/b/a KWTV-TV (hereinafter "KWTV-TV"), an Oklahoma corporation, has its principal place of business at 7401 N. Kelley, Oklahoma City, OK 73111.

10. On July 7, 2009, Plaintiff was in peaceful and legal occupancy at his then-place of residence in Norman, Cleveland County, Oklahoma, in full and reasonable expectation of privacy. Defendants DeWitt and Sanders, acting as and for the collective Defendants BOUNTY BOYS forcibly entered that residence by breaking in the locked front door, searched the premises, and by force and intimidation seized his person, forced him to lie face-down on the floor in his home, shackled him there and removed him to their vehicle, all while subjecting him to verbal abuse and humiliation, before thereafter transporting him to the Norman Municipal Jail.

11. Defendants BOUNTY BOYS, although not law enforcement officers, did so under color of state authority, to-wit, to enforce a municipal bench warrant issued by the City of Norman, Oklahoma, for a traffic violation, which was neither a felony nor a misdemeanor charge and contained no legal authority for forcible entry. They had been hired to do so by Defendants

DIVELBISS and SOONER BONDS, and acted in the course and within the scope of that employ.

12. Plaintiff, fearful of the persons who had broken into his home, fled to a closet, where he was apprehended by BOUNTY BOYS.

13. Before, during and after their seizure of Plaintiff's person, Defendants BOUNTY BOYS videotaped the entire proceedings of their presence at and within Plaintiff's home, the breaking-in of his door, the search of his home, his presence in a closet, and his subsequent humiliation and abuse. BOUNTY BOYS represented themselves as though they were law enforcement officers, which they were not.

14. While thereafter shackled and in custody and control of BOUNTY BOYS in the back of their vehicle, and while in a fearful, confused and intimidated condition, Plaintiff was asked by BOUNTY BOYS if they could use the video they had recorded exclusively for training purposes only and without any disclosure of his name, face or identity. Under duress while shackled and surrounded in Defendants' vehicle, Plaintiff orally assented to that limited use of the video, but gave no other assent at any time or in any manner.

15. BOUNTY BOYS made the representation of "training purposes only" usage to Plaintiff:

- a. with knowledge that it was false,
- b. with knowledge that they had other intended uses, including efforts to promote their bounty hunter business, to gain publicity for themselves and perhaps a reality-TV show,
- c. with knowledge that they had made prior arrangements with broadcasters (including other Defendants) to provide video and story material,
- d. with knowledge that publication of the video would subject Plaintiff to public humiliation, ridicule and abuse, and
- e. with the intent that Plaintiff would rely upon their false representation to his detriment.

16. Upon information and belief: Thereafter, in furtherance of prior and continuing agreements with KFOR-TV and with KWTW-TV, BOUNTY BOYS provided the entire humiliating and improperly-obtained video of Plaintiff to KFOR-TV and KWTW-TV (which also rebroadcast it through affiliates) with the understanding, intent, and agreement that it be

broadcast to their audience throughout the State of Oklahoma. This material was then broadcast over much or all of the state by KFOR-TV, KWTW-TV and their affiliates and posted by them and by BOUNTY BOYS on the Internet with full knowledge that the video had been obtained in violation of the civil rights and privacy rights of Plaintiff at and in his home. This was done to further the mutual commercial and business interests of BOUNTY BOYS and of KFOR-TV and of KWTW-TV, and without any required consent of Plaintiff.

17. Thereafter, in furtherance of prior and continuing agreement (upon information and belief) with KFOR-TV, BOUNTY BOYS provided the entire humiliating video of Plaintiff to KFOR-TV with the understanding, intent, and agreement that it be broadcast to their audience throughout the State of Oklahoma. This material was broadcast by KWTW-TV and posted by KFOR-TV and by BOUNTY BOYS on the Internet with full knowledge that the video had been obtained in violation of the civil rights and privacy rights of Plaintiff at and in his home, to further the mutual commercial and business interests of BOUNTY BOYS and of KFOR-TV, and without any required consent of Plaintiff.

18. As a consequence of Defendants' fraudulent conduct, breach of agreement, violation of civil rights under color of law, invasion of privacy, and commercial appropriation and use of Plaintiffs' image, identity and behavior, Plaintiff has suffered damages in excess of \$10,000 that include, but are not limited to the following:

- a. Emotional distress and consequent physical suffering
- b. Public scorn, humiliation, ridicule and abuse
- c. Loss of ability to earn due to the distress and the humiliation and notoriety intentionally inflicted by Defendants
- d. Other ongoing damages that continue to be determined

21. The conduct of Defendants, and each of them, was under color of authority to invade and use video from within Plaintiff's home and in contravention of Plaintiff's rights, constituting a violation under 42 U.S.C. § 1983.

22. The conduct of Defendants, and each of them, was so outrageous and in such intentional and/or reckless or malicious disregard of Plaintiff's rights as to justify punitive damages, for which Plaintiff prays in an amount to be determined.

23. Defendants BOUNTY BOYS, KFOR-TV and KWTW-TV have been unjustly enriched by their commercial appropriation of Plaintiff's likeness and behavior from a setting

where he properly expected to have privacy, to-wit, his home, and should be held liable for the amount of such unjust enrichment and/or commercial value.

WHEREFORE, Plaintiff prays for the requested financial relief in excess of \$10,000 actual damages and punitive damages to be determined, against Defendants and each of them, plus court costs, interest, legal fees and such other relief as may be just and equitable, and to enjoin Defendants from any and all continuing or future dissemination of unauthorized recordings of Plaintiff and his property.

JURY TRIAL DEMANDED

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chad Allen Istook', written over a horizontal line.

CHAD ALLEN ISTOOK

Plaintiff, Appearing Pro Se

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