

**IN THE DISTRICT COURT IN AND FOR TULSA COUNTY**     **FILED**  
**STATE OF OKLAHOMA**

DISTRICT COURT

TULSA COUNTY, OKLAHOMA

March 11, 2026 4:39 PM

DON NEWBERRY, COURT CLERK

Case Number CJ-2026-1049

Case No. CJ-2026-01049

Judge Kelly M. Greenough

**JURY TRIAL DEMANDED**

BOARD                    OF                    COUNTY  
COMMISSIONERS OF THE COUNTY  
OF TULSA,

Plaintiff,

v.

TULSA LITTLE LEAGUE BASEBALL,  
INC.,

Defendant.

**ANSWER**

**COMES NOW** the Defendant Tulsa Little League Baseball, Inc. (hereafter “TLLB”), in response to the allegations contained in the Plaintiff’s verified petition dated and filed March 6, 2026. Each numbered paragraph in this Answer relates to the allegations set forth in that certain paragraph in the Plaintiff’s Petition that is identified by the same number.

1.        TLLB admits that Tulsa County is the owner of the real property at issue in this lawsuit, and is also TLLB’s “Landlord.” TLLB can neither admit or deny that the Commissioners, or any one of them, are “duly elected, qualified, and acting board of officials authorized to exercise the corporate powers and duties granted to Tulsa County,” so Defendant demands strict proof thereof.

2.        Admitted.

3.        Admitted.

4. TLLB admits that the orange polygon outline laid upon the aerial photograph on page two of Plaintiff's Petition accurately describes the demised premises. Defendant is without knowledge or information about the size of the demised premises or about the precise legal description of the demised premises, so the Defendant denies the accuracy of those asserted facts and demands strict proof thereof.

5. Admitted.

6. TLLB admits that the amount of the annual rental for the demised premises is ten dollars (\$10) per year. TLLB denies the accuracy of the subordinate clause. The reasons for the *de minimis* amount of rental expense are multi factorial, and not limited to only "public function."

7. TLLB admits to being the Lessee of a fifteen (15) year lease of the demised premises, with two fifteen-year options to renew said lease. TLLB denies the accuracy of the Plaintiff's allegation regarding the reasons for such trisected leasing arrangement, and Defendant demands strict proof thereof.

8. TLLB denies the Plaintiff's allegation that TLLB "paid for some but not all of the charges for utilities." TLLB denies that Plaintiff paid any utility expenses for which TLLB was liable. TLLB demands strict proof that there exists any water and/or power expenses that were consumed by TLLB, and which were unwittingly paid by the Plaintiff for the past ELEVEN YEARS.

9. TLLB denies that the Plaintiff paid \$45,685.16 to Public Service Company of Oklahoma ("P.S.O.") for electricity expenses that were allegedly consumed by TLLB for the past ELEVEN YEARS, and TLLB demands strict proof thereof – *i.e.*, proof that the Plaintiff paid P.S.O., and proof that the payments to P.S.O. were for electricity consumed by TLLB.

10. TLLB is without any knowledge about how much Plaintiff paid for water and sewage utility bills that were allegedly consumed by TLLB for the past ELEVEN YEARS, and TLLB demands strict proof thereof. TLLB denies that Plaintiff paid \$14,100.77 to the City of Tulsa for water and sewage expenses that were allegedly consumed by TLLB for ELEVEN YEARS, and TLLB demands strict proof thereof – *i.e.*, proof that the Plaintiff paid the City, and proof that payments made to the City were for water that was consumed by TLLB.

11. TLLB denies the premise that there exists some utility expenses that were consumed by TLLB for the past ELEVEN YEARS, and about which the Plaintiff mistakenly paid. If there exists any such utility expenses that were consumed by TLLB and unwittingly paid by the Plaintiff for the past ELEVEN YEARS, the Plaintiff's claim for reimbursement is barred by the Oklahoma Doctrine of Laches, for which reason (among others) TLLB denies that any monies are owed to the Plaintiff.

12. Admitted.

13. TLLB denies that any amount of utility expenses are owed by TLLB to the Plaintiff, for which reason *a fortiori*, there is no principle amount of debt upon which interest can be calculated and accrue.

14. TLLB admits the accuracy of the definition for "additional rent." TLLB denies that any additional rent is due and owing.

15. TLLB denies that there is any "additional rent" due and owing by TLLB, and *ergo*, no breach by TLLB of the parties' Lease.

16. TLLB admits to the accuracy of the *procedural* history set forth in paragraph 16 of Plaintiff's Petition. TLLB denies the accuracy of the *factual* summary set forth in paragraph 16 of Plaintiff's Petition. TLLB denies that any "additional rent" was due and owing by TLLB,

but if there is any, Plaintiff has waited too long to attempt collection. The equitable Oklahoma Doctrine of Laches bars the Plaintiff from seeking collection of any and all “additional rent” that may have accumulated over the PAST ELEVEN YEARS, without any notice or demand having previously been made upon TLLB for payment.

17. Admitted. The referenced correspondence betwixt counsel is attached hereto as Exhibit A.

18. Admitted.

19. Admitted that payment of “additional rent” has been refused. Denied that Defendant is in breach of the Lease or “default thereunder.”

20. Denied. TLLB is not in default of any term of the subject Lease, and therefore is not in “unlawful possession” of the Leased Premises.

21. TLLB admits to the accuracy of Plaintiff’s paraphrasing of some of the terms of the Lease. TLLB denies that it is in breach of any term of the Lease.

22. TLLB admits that the Lease contains a provision allowing attorney fees to the prevailing Landlord. TLLB denies that it should be enforced in this case, because the facts at trial will show that the principle purpose of this lawsuit was never to recover debt from TLLB. Rather, the purpose of this lawsuit is to relieve TLLB of its possession of the demised premises so that other interested parties (who are not a party hereto) can operate and profit from TLLB’s eviction. A landlord’s disingenuous lawsuit that attempts to disenfranchise its tenant so that other actors can profit therefrom is not lawsuit whose plaintiff is worthy of receiving an award of attorney fees, no matter the degree of Plaintiff’s success. *See* Exhibit A at p. 3.

### **Affirmative Defenses**

1. TLLB is not liable for the Plaintiff's expenditures for water that was never billed to TLLB by the City of Tulsa. TLLB demands strict proof that City billed TLLB and that TLLB failed to pay City's invoice.

2. TLLB is not liable for the Plaintiff's expenditures for electricity that was never billed to TLLB by PSO. TLLB demand's strict proof that PSO billed TLLB and that TLLB failed to pay PSO's invoice.

3. TLLB is not liable for the Plaintiff's expenditures for water that was never consumed and/or utilized by TLLB. TLLB demands strict proof that water for which Plaintiff made payment, and for which Plaintiff now seeks reimbursement, was actually received, utilized, or consumed by TLLB.

4. TLLB is not liable for the Plaintiff's expenditures for electricity that was never consumed and/or utilized by TLLB. TLLB demands strict proof that electricity for which Plaintiff made payment, and for which Plaintiff now seeks reimbursement, was actually received, utilized, or consumed by TLLB.

5. With respect to any proven water and/or electricity expenses for which Plaintiff unwittingly paid during the PAST ELEVEN YEARS, the Defendant's liability to reimburse for such expenses must be excused because of Plaintiff's own negligence in paying for utility services for ELEVEN YEARS that it knew, or reasonably should have known, were for utilities being consumed by their tenant. Plaintiff's negligence in managing their books and their real property excuses its tenant from having to make reimbursement of their careless expenditures ELEVEN YEARS later.

6. If any of utility expenses being charged now by the Plaintiff against TLLB are meritorious, the collection of them are nevertheless barred by the equitable Doctrine of Laches. The prejudice that occurs to TLLB when receiving a monetary six figure demand ELEVEN YEARS LATE is enormous, such that the Doctrine of Laches operates as a complete bar to Plaintiff's recovery of any and all of that which Plaintiff is seeking. *See, e.g., Jacobsen v. Deseret Book Co.*, 287 F.3d 936, 949 (10th Cir. 2002); *Chesapeake Operating, Inc. v. Carl E. Gungoll Exploration, Inc.*, 2005 OK CIV APP 45, 116 P.3d 213, 216.

7. If any of the utility expenses being charged now by the Plaintiff against TLLB are meritorious, then the collection of these debts are nevertheless barred, in whole or in part, by the Oklahoma Statute of Limitations. Okla. Stat. tit. 12, § 95. The Plaintiff cannot have judgment against TLLB for sums of money that were unwittingly spent by the Plaintiff for the PAST ELEVEN YEARS, without ever once requesting payment of said sums from TLLB.

8. The collection of this contrived debt should be defeated for the additional and further reason that it is driven by an illicit ulterior motive. The trial of this case will reveal that certain individuals seek to profit from the cancellation of TLLB's Tulsa County Lease. An affirmative defense to this collection lawsuit is the Plaintiff's abuse of this Court's authority to accomplish an illicit objective.

**WHEREFORE**, Defendant, Tulsa Little League Baseball, Inc., requests that the Plaintiff Commissioners and Tulsa County take nothing from this lawsuit; that the case be dismissed with prejudice or Judgment be entered in favor of TLLB and against the Plaintiff; and that costs and attorney fees be awarded to the Defendant for having to defend the Plaintiff's meritless claim. A **Jury trial is demanded on all issues.**

TLLB requests that the hearing now set for March 19<sup>th</sup> in the small claims court be continued because: 1) TLLB has substantial discovery to complete before being able to announce “ready” for trial; and 2) the damages alleged by the Plaintiff in its Petition exceed the authority of the small claims court by a lot.

Respectfully Submitted,

RICHARD A. SHALLCROSS & ASSOCIATES, P.L.L.C.

*RASL*

By:

Richard A. Shallcross, OBA #10016  
The Wrightsman  
1645 South Cheyenne Avenue  
Tulsa, Oklahoma 74119  
(918) 592-1645

*Attorney for the Defendant,  
Tulsa Little League Baseball, Inc.*

CERTIFICATE OF MAILING

This is to certify that on this, the 11<sup>th</sup> day of March, 2026, a true, correct, and exact copy of the above and foregoing *Answer* was mailed to the following counsel of record, with proper postage thereon fully prepaid:

John F. Tjeerdsma, OBA No. 33058  
Mike Shouse, OBA No. 33610  
Assistant District Attorneys  
Tulsa County District Attorney’s Office  
218 West 6<sup>th</sup> Street, Suite 930  
Tulsa, Oklahoma 74119  
*Attorneys for the Board of County  
Commissioners of the County of Tulsa*

*RASL*

\_\_\_\_\_  
RICHARD A. SHALLCROSS

*Law Offices of  
Richard A. Shallcross & Associates, P.L.L.C.*

The Wrightsman  
1645 South Cheyenne Avenue  
Tulsa, Oklahoma 74119

Telephone: (918) 592-1645  
Toll Free: (877) 592-1645  
Telecopier: (918) 585-9137

February 5, 2026

Douglas A. Wilson, ADA  
Tulsa County District Attorney's Office  
218 West 6<sup>th</sup> Street, Suite 922  
Tulsa, Oklahoma 74119

*Via Hand-Delivery*

**Re: Tulsa Little League Baseball, Inc.  
Your collection letter dated 1/22/26**

Dear Mr. Wilson:

I represent Tulsa Little League Baseball, Inc., (hereafter "TLLB") in the matter of your January 22, 2026 collection demand for the payment of money. My client declines to pay the claim that is set forth in your demand letter. I write to explain why the demand made by your client – the Tulsa County Parks Authority – is not valid.

**Water and Sewer**

On pages 3 and 4 of your 1/22/26 demand letter, you seek reimbursement of \$12,333 for water and sewer services allegedly received by TLLB during the past ten years. My client's accounting records reflect that TLLB has paid the City of Tulsa's water bill every month throughout your demand period (*i.e.*, March 2015 – December 2025). A copy of the TLLB November 2025 water bill is attached to this letter. You will note that the City's account number for TLLB is set forth on this invoice, as well as the TLLB mailing address. All of the water and sewage expenses that TLLB has incurred and for which it has been billed during the past ten years have been paid.

It is my understanding that there is only one water meter that measures TLLB water usage at LaFortune Park. It is located due west of the entrance to the stadium ballpark at a point immediately adjacent to the east side of Yale Avenue. The water flowing through that meter is the only water that TLLB should be receiving, and for which it should be paying. Presumably, the water invoices that my client has been receiving and paying for the last ten years have been for the water that was flowing through that certain water meter that distributes water to the TLLB facility, and all of those monthly charges from the City have been paid.

Please provide me with whatever evidence that you have that would tend to prove in any way that TLLB was the recipient of the water and sewer services that you have itemized on pages 3 and 4 of your demand letter. If there are any such bills and invoices, they were never known or received by TLLB until your dunning demand letter of last week.

### **Electricity**

On pages 2 and 3 of your 1/22/26 demand letter, you seek reimbursement of \$45,685 for electricity usage occurring during the past ten years. My client's accounting records reflect that TLLB has paid PSO's electricity bill every month throughout your demand period (*i.e.*, March 2015 through December 2025). A copy of PSO's most recent invoice to TLLB is attached, together with a letter from PSO to TLLB reporting TLLB's ten year payment history. My client maintains that all electricity expenses incurred by TLLB during this ten year period have been paid.

It is my understanding that there is one electricity meter for the TLLB leasehold property. It is located on a utility pole located between the Stadium and the parking lot. The attached PSO invoice is presumably an accounting for the electricity passing through this meter. If there were any other meters recording TLLB electricity usage during the past ten years, no such bills were ever received by TLLB.

Please provide me with whatever evidence that you have that would tend to prove in any way that TLLB was the recipient of any of the electricity expenses that you have itemized on pages 2 and 3 of your demand letter. If there are any such bills and invoices, they were never sent to or received by TLLB until your dunning demand letter of last week.

### **Interest Expenses**

Your client seeks to collect interest in the amount of \$11,674 on the money that it has paid to utilities for the past ten years to retire debts that you have alleged to have been incurred by TLLB. It is intuitive that if, in fact, none of the alleged TLLB payment failures occurred, then there is no principle upon which interest can be charged. Therefore, your demand for interest is herewith refused.

### **Equitable Doctrine of Laches**

You are undoubtedly aware of the equitable defense of "laches." To the extent that any of the utility expenses that you have detailed in your 1/22/26 demand letter were, in fact, once a contractual obligation of TLLB to pay but were inadvertently paid by the Tulsa County Park Authority, my client is materially prejudiced by the Park Authority's delay in asserting this demand. Any unreasonable delay in prosecuting a breach of contract claim is fatal to such claim, where extreme prejudice is suffered by the defendant, as is the case *sub judice*. The Oklahoma Doctrine of Laches is accurately described by an Oklahoma Federal Court Judge to be as follows:

"In order to prove the affirmative defense of laches, the defendant must demonstrate that there has been an unreasonable delay in asserting the claim and that the defendant was materially prejudiced by that delay." *Jacobsen v. Deseret Book Co.*, 287 F.3d 936, 949 (10th Cir. 2002) (internal quotation omitted). "If the undisputed evidence establishes the elements of laches, then the court properly grants summary judgment on that ground as a matter of law." *Chesapeake Operating, Inc. v. Carl E. Gungoll Exploration, Inc.*, 2005 OK CIV APP 45, 116 P.3d 213, 216 (Okla. Civ. App. 2005). "Generally speaking, the relevant delay is the period from when the plaintiff knew (or should have known) of the allegedly infringing conduct, until the initiation of the lawsuit in which the defendant seeks to counterpoise the laches defense." *Jacobsen*, 287 F.3d at 949 (quoting *Danjaq LLC v. Sony Corp.*, 263 F.3d 942, 952 (9th Cir. 2001)); see also *Harrison v. Eaves*, 1942 OK 339, 191 Okla. 453, 130 P.2d 841, 844 (Okla. 1942) ("The claim of limitations and laches rests upon the fact that there was some evidence to show that plaintiff knew or should have known [of the offending conduct]"). There is no absolute rule for when a claim becomes stale or what amount of delay is considered unreasonable. *Smith v. Baptist Found. of Oklahoma*, 2002 OK 57, 50 P.3d 1132, 1138 (Okla. 2002). "Application of the doctrine is discretionary depending on the facts and circumstances of each case as justice requires." *Id.*

*Unit Petro. Co. v. Frost*, No. 11-CV-627-JED-FHM, 2014 U.S. Dist. LEXIS 18346, at \*18-19 (N.D. Okla. Feb. 13, 2014).

In your client's claim against TLLB, the Landlord alleges that it has unwittingly paid TLLB utility expenses every month for the past ten years, which expenses are only now being discovered and assessed against the tenant ten years late. Had these utility expenses been timely assessed against TLLB, it would have increased the user fees associated with their youth baseball programs to cover all such expenses. TLLB suffers extreme prejudice by their Landlord's failure to have identified and billed utility expenses when and as they were incurred.

My client maintains that your client's interminable delay in seeking to collect their alleged overpayments of City and PSO utility expenses, as such are set forth in your 1/22/26 demand letter, results in an equitable defense to all – or nearly all – of that which your client seeks to collect.

If you possess or know of any evidence or law that tends in any way to diminish TLLB's Laches defense, please share it with me now.

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Mr. Wilson, with all due respect to you and the office that you hold, my client and I submit that you are being played by the Tulsa County Parks Director.

Consider the following facts:

- » Matt Hancock (Tulsa County Parks Director) conducted an inspection of the TLLB leasehold property in February of 2025. At that time, Mr. Hancock informed TLLB President Skocik that he (Hancock) wanted to cancel TLLB's lease, and that he would not support TLLB baseball unless TLLB cancels its Lease with Tulsa County.
- » Two months later, Mr. Hancock issued notices to TLLB of seven alleged Lease deficiencies on the TLLB premises that required remediation. While most of the requested remediation tasks were not Lessee deficiencies and were instead the County's responsibility to fix pursuant to the terms of the Lease, nevertheless TLLB mitigated each of the alleged deficiencies on its own dime, apparently to the complete satisfaction of Mr. Hancock.
- » No demand has ever heretofore been made by the City (water), PSO (electricity), or Tulsa County Parks Authority for payment of this ten year history of utility expenses. There were no phone calls requesting payment. There were no letters from the Park Director or from any of the Tulsa County Commissioners, or from any Advisory Parks & Recreation Board Members. Instead, it is an attorney in the Tulsa County DA's office who has made the initial and only demand on TLLB.
- » Mr. Hancock – being unable to persuade TLLB with intimidation and threats to surrender its Leasehold interest at LaFortune Park – is now seeking to accomplish indirectly that which he could not accomplish directly by engaging the support and service of the Tulsa County District Attorney's office to be the cudgel that forces the surrender of the TLLB Lease.

My client respectfully requests that you make inquiry from your client about his ulterior motives in causing this tardy debt collection action to be prosecuted by you. Consider making inquiry also from the Tulsa County Commissioners and from the Tulsa County Park Commissioners and their Advisory Board Members about their knowledge of this matter. Please make inquiry of Matt Hancock about how he might benefit personally through any putative take-over of the direct management of the LaFortune Park baseball complex. Respectfully, something about your demand for TLLB payment of ten year old utility expenses creates a stink at 218 West 6<sup>th</sup> Street.

Tulsa Little League Baseball has been a responsible uninterrupted tenant of LaFortune Park for forty-six years. I personally have been a volunteer in this youth program for the past thirty years. TLLB has provided baseball and softball to more than 38,000 youths during our tenancy. Many Major League baseball players have learned to play the game on these fields: Parker Frazier (Chicago White Sox); Dean Green (Detroit Tigers); James Rogers (Toronto Blue Jays); Juliana Hutchens (Team USA); Mike Brumley (Seattle Mariners); and Ethan Holiday and Jackson Holiday (MLB 1<sup>st</sup> round draft picks), to name just a few. Our all-star teams compete in nationally televised games annually.

Youth baseball helps young boys and girls to learn many life-long lessons that allow them to grow into productive and responsible citizens in our community. This is TLLB's mission. TLLB has been very successful in delivering memorable and valuable youth baseball experiences to our participants and their families.

TLLB's tenancy under the present Lease is an asset to the citizens of Tulsa County. Our 46 year-long tutelage of the leasehold and of youth baseball at 61<sup>st</sup> Street and Yale Avenue should not be interrupted by a county bureaucrat who places his own self-interest above what is in the best interest of Tulsa County citizens.

And respectfully, the Tulsa County DA's office should not allow itself to be a tool of Mr. Hancock's scheme.

Please call me at your convenience if you wish to discuss any of the above.

Sincerely,



Richard A. Shallcross

RAS/ms

Enclosures

cc: Stephen Skocik, President, Tulsa Little League Baseball, Inc., w/ enclosures

Lonnie Sims, Tulsa County Commissioner, w/ enclosures  
505 North Umber Street, Jenks, 74037-3483

Tulsa County Parks & Recreation Advisory Board Members:

ABM Jason Mikles, w/ enclosures  
1218 North Old North Place, Sand Springs, OK 74063-8970  
ABM Tom Bennett, w/ enclosures  
8946 South College Place, Tulsa, OK 74137-3327  
ABM Pat Carr, w/ enclosures  
4416 South Harvard Avenue, Tulsa, OK 74135