



IN THE DISTRICT COURT OF PAYNE COUNTY  
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF  
Payne County, Oklahoma

AUG 11 2011

By: LISA G. LEAHY, Clerk of Court

BRENT LOVELAND, )  
)  
Plaintiff, )  
)  
vs. )  
)  
MICHAEL R. GUNDY, and )  
)  
KRISTEN L. GUNDY, )  
)  
husband and wife, )  
)  
Defendants. )

Case No.: CT-2011-361

PETITION

1. Venue and jurisdiction are both proper in Payne County as that is where both Defendants reside, and that is where Defendants' new house in which Plaintiff was to do trim work, is located. Due to the notoriety of Defendants in Payne County, and the expected attendant difficulty selecting an unbiased jury, among other factors, Plaintiff may seek a change of venue.

2. Plaintiff Brent Loveland resides in Choctaw, Oklahoma in Oklahoma County. Plaintiff has been in the trim carpentry business, primarily for residential construction, for 30 years. He has been working for himself for more than 15 years. Most of Plaintiff's work is in the Oklahoma City metropolitan area.

3. Defendant Michael R. ("Mike") and Kristen L. Gundy are residents of Payne County, Oklahoma. For clarity, the Mike and Kristen will be referenced herein by their first names. Mike is the head football coach for Oklahoma State University. Collectively, Mike and Kristen will be referenced herein as Defendants. Defendants began construction of a residence circa 2010 ("Gundy Residence").

4. In 2002 Plaintiff did the trim carpentry work for a house in Midwest City, Oklahoma for Ray and Judy Gundy, who are Mike's parents. The work on Ray and Judy Gundy's home lasted from around February through August of that year, and the total bill for the work was around \$50,000. Ray and Judy Gundy were apparently pleased with the work Plaintiff did on their home, and they had, over the years referred several more clients to Plaintiff. In the home of Ray and Judy Gundy there is, not surprisingly since they have sons working for both schools, memorabilia from both Oklahoma State University and the University of Oklahoma.

5. When Defendants began building the Gundy Residence, apparently on his father's advice, Mike contacted Plaintiff circa December 2010 and asked Plaintiff to undertake some of the trim work. After some negotiations, the parties reached a verbal agreement circa the first week in February, 2011 regarding the work Plaintiff was to perform. At not time during these discussions did Defendants ask Plaintiff about his school affiliation (OU, OSU or other); at no time did Defendants make any statements about what was appropriate to bring or wear to work at the Gundy Residence.

6. Plaintiff was going to do at least the main floor trim carpentry work, and it was likely that he would be engaged to do additional work in the basement. There were four staircases, and Plaintiff and his crew were going to do each of them, each of them having a great deal of detail work. A separate trim carpenter had been engaged to do the upstairs trim carpentry. The main floor was around 4,900 square feet, with an additional 2,900 square feet in the basement. The upstairs, was around another 2,900 square feet. Thus, the total square footage of the Gundy Residence was around 11,000.

7. The parties agreed that beginning March 21, 2011 and continuing through at least June 21, 2011 – a total of 13 weeks – Plaintiff would be on site at the Gundy Residence doing trim carpentry work with at least two other workers on the main floor. Mike had asked Plaintiff if he could stay on site at the Gundy Residence longer than 13 weeks to do the basement trim carpentry, if needed, and Plaintiff said that he could.

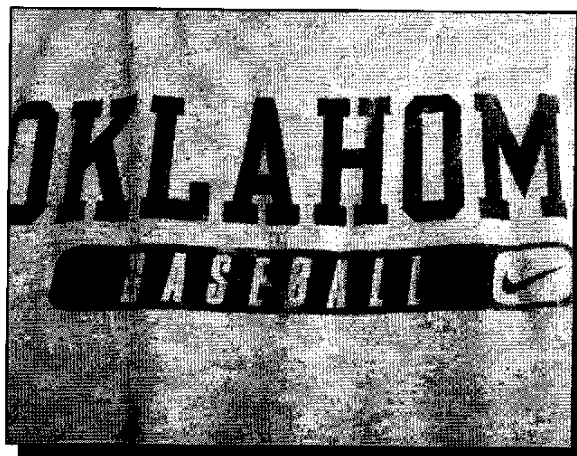
8. Plaintiff was to be compensated at the rate of \$6,200 for each week of the job for an expected total of at least \$80,600. Of that amount, Plaintiff was personally to benefit to the extent of around \$40,000. However, the Mike and Plaintiff had discussed the strong possibility of the job taking even longer than the minimum 13 weeks previously agreed. It was Plaintiff's understanding that Defendants had not engaged any other trim carpenter to undertake the trim work in the basement of the Gundy Residence, so it seemed probable that Plaintiff would get that work too.

9. Todd Kraybill, Defendants' builder, was aware that Plaintiff had been engaged by Defendants to undertake trim carpentry work on the Gundy Residence. Kraybill had discussed the arrangements with Defendants, and he had approved Plaintiff's work on the Gundy Residence. At no time did Kraybill ask Plaintiff about his school affiliation (OU, OSU or other), and Kraybill never advised Plaintiff about what was appropriate to wear or bring to work on the Gundy Residence.

10. In reliance on the agreement to work for an extended period on the Gundy Residence, Plaintiff turned down work on two specific, identifiable jobs on other houses, and the total expected revenue for those jobs was around \$20,000. In addition, Plaintiff took additional actions in reliance on his agreement with Defendants.

11. On March 16, 2011, Plaintiff called a materials list in to Southeast Door & Plywood ("Southeast"). Southeast delivered the materials to the Gundy Residence on March 21<sup>st</sup> around noon.

12. On March 21, 2011, Plaintiff woke at around 4 a.m. to get ready and leave for the hour and 15 minute drive from his house to the Gundy Residence. Given the early hour, Plaintiff did not even turn on the lights, so as not to wake his wife. He grabbed whatever clothes were on the top of his drawers, dressed in the dark, and left for the job site. As it turns out, his



**Figure 1:** Shirt Worn by Plaintiff

random choice in the dark that morning of what shirt to wear was unfortunate.

13. At around 7 a.m., Plaintiff showed up at the Gundy Residence with two helpers to begin work. The Gundy Residence was locked, so Plaintiff called Ray Gundy, Mike's father, to get the code for the lock. They eventually gained access to the Gundy Residence and began unloading their tools and equipment.

14. At around 9:30 a.m. Defendants arrived at the Gundy Residence in separate cars. Mike came into the Gundy Residence and confronted Plaintiff about a shirt he was wearing. The shirt was grey with red lettering, and it said "Oklahoma Baseball" with a Nike® symbol on it. A picture of the shirt Plaintiff was wearing is reproduced in Fig. 1.

15. Defendants' reaction to Plaintiff wearing the shirt was strong. Mike asked "how dare you come into my house and offend my wife." Plaintiff asked what Mike was talking about, and Mike responded, "that f - - - ing shirt you have on." Mike began cussing at Plaintiff, telling him what a lowlife he was, and telling him to "pack his s - - t" and get off Mike's property. Plaintiff repeatedly apologized to Mike and offered to apologize to Kristen, but Mike told Plaintiff not to go

near his wife. Plaintiff offered to turn the shirt inside out, but Mike responded to this offer with “f - - k no!” Mike called Plaintiff a “stupid idiot” for wearing the shirt on “OSU soil” and persisted in his demands that Plaintiff pack up and leave. Plaintiff specifically asked Mike at least three times to reconsider, but each time Mike told Plaintiff to “pack his s - - t” and get off of Mike’s property. During the confrontation, Mike let loose a string of cursing that would make a sailor blush. It was a tirade by Mike of epic proportions. Eventually, it became clear that Mike would not relent, so Plaintiff was forced to pack up his equipment and leave the Gundy Residence.

**FIRST CAUSE OF ACTION**  
**Breach of Contract**

16. The parties formed an agreement for Plaintiff to perform trim carpentry work on the Gundy Residence for at least 13 weeks at a weekly rate of \$6,200, for a total of at least \$80,600. Of that amount, Plaintiff personally lost more than \$30,000, and it is probable that Plaintiff incurred additional damages as a result of not having the opportunity to do the trim work in the basement of the Gundy Residence.

17. Defendants breached the foregoing agreement causing Plaintiff to lose money as a direct result of Defendants’ refusal to perform, and Plaintiff also incurred incidental and consequential damages.

**SECOND CAUSE OF ACTION**  
**Detrimental Reliance**

18. Plaintiff took reasonable actions such as ordering supplies, turning down other jobs, not seeking additional jobs, and engaging helpers to work on the Gundy Residence in reasonable reliance on Defendants’ actions.

**THIRD CAUSE OF ACTION**  
**Intentional Infliction of Emotional Distress**

19. Defendants' actions were so extreme and outrageous as to go beyond all possible bounds of decency and would be considered atrocious and utterly intolerable in a civilized society, and Defendants intentionally or recklessly caused severe emotional distress to Plaintiff beyond that which a reasonable person could be expected to endure.

WHEREFORE, Plaintiff asks that he be awarded damages actual, consequential, and incidental caused by Defendants' breach of contract and related to his detrimental reliance on their promises; Plaintiff also asks that he be awarded damages related to his emotional distress, his lost earnings and damage to his reputation resulting from Defendants' extreme and outrageous conduct; Plaintiff also asks that he be awarded costs and attorney fees associated with his claim. Finally, should the evidence support a claim for punitive damages to deter such extreme and outrageous conduct, Plaintiff asks that he be awarded such damages in addition to the foregoing. Plaintiff seeks damages in excess of \$10,000.

Respectfully Submitted,



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ATTORNEY FOR PLAINTIFF

**ATTORNEY LIEN CLAIMED**  
**JURY TRIAL DEMANDED**

NOVEMBER

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