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No. 14-___________

In the
SUPREME COURT OF THE UNITED STATES

SUZANNE HICKS, an Individual,
Petitioner,

v.

HUDSON INSURANCE COMPANY, a New York State Company, and **ALLIANT SPECIALTY INSURANCE SERVICES, INC., d/b/a TRIBAL FIRST**, a California State Company,
Respondents.

On Petition for Writ of Certiorari to the Oklahoma Supreme Court

PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED

Whether an insurance company doing business with a federally recognized American Indian Tribe is entitled to sovereign immunity for the acts and omission it takes in furtherance of the business of insurance.

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Suzanne Hicks respectfully petitions for a writ of *certiorari* to review the judgment of the Oklahoma Supreme Court.

OPINIONS BELOW

The decision of the Oklahoma Supreme Court is recorded in Oklahoma Supreme Court case number PR-112,532. It is not officially published but is reproduced in the Appendix herein at 1a-2a. The decision of the Okfuskee County District Court in the State of is reproduced in the Appendix at 3a-4a.

JURISDICTION

The judgment of the Oklahoma Supreme Court was issued on June 12, 2014. Pet. App. 1a. This Court's jurisdiction is invoked under 28 U.S.C. 1257.

STATEMENT OF THE CASE

This case concerns the application of tribal sovereign immunity, naturally belonging to federally recognized American Indian Tribes, to *non*-sovereign insurance companies doing business with a Tribe. Specifically, this case concerns the ability of an insurance company to claim immunity from suit by of a citizen of the State of Oklahoma merely because it contracts with a Tribe that is entitled to immunity.

Under Oklahoma law, an employee is considered a third-party beneficiary of a workers'

compensation insurance contract between an insurer and an employer. *See, e.g., Sizemore v. Continental Cas. Co.*, 142 P.3d 47, 51 (Okla. 2006) (holding that workers' are intended beneficiaries of workers' compensation insurance policies); *Townsend v. State Farm Mut. Auto. Ins. Co.*, 860 P.2d 236, (Okla. 1993); *Wolf v. Prudential Ins. Co. of America*, 50 F.3d 793, 797 (10th Cir. 1995). Further, under state law an intended beneficiary of an insurance policy has standing to bring a lawsuit against the insurer for breach of contract or breach of the insurance company's duty of good faith.[1]

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[1] Because of the adversarial nature of the Oklahoma workers' compensation system, an employee entitled to benefits under the Oklahoma Workers' Compensation Act, Okla. Stat. tit. 85, may not maintain a cause of action for breach of contract or breach of the duty of good faith until an award is judicially determined. *Anderson v. U.S. Fidelity and Guar. Co.*, 948 P.2d 1216 (Okla. 1997). That is not at issue in this case as the law at issue is the *non*-adversarial workers' compensation system of the Muscogee (Creek) Nation, which is administered entirely by the workers' compensation insurer selected by the Tribe. . *See, e.g., McIlravy v. North River Ins. Co.*, 656 N.W.2d 323 (Iowa 2002) (Bad faith "arises from the knowing failure to exercise an honest and informed judgment on the part of a defendant from whom the employee seeks compensation due to work-related injuries.") (quotations omitted); *Hollman v. Liberty Mut. Ins. Co.*, 712 F.2d 1259 (8th Cir. 1983) (applying South Dakota law); *Holland*, 469 So.2d 55 (recognizing an employee's ability to sue a workers' compensation insurer in bad faith for its failure to pay benefits prior to an order from the Mississippi Workers' Compensation Commissioner); *Aranda v. Ins. Co of North America*, 748 S.W.2d 210 (Tx. 1988) ("An arbitrary decision by the carrier to refuse to pay a valid claim or to delay payment leaves the injured employee with no immediate recourse."). *Aranda* was reversed by the Texas Supreme Court in 2012 after the Texas workers' compensation laws were amended to take control away from the workers' compensation insurers

The Muscogee (Creek) Nation ("the Nation") is a federally recognized American Indian Tribe entitled to limited sovereign immunity as issued by Congress. The Nation enacted a system of workers' compensation laws titled the Workers' Benefit Code ("WBC"). Muscogee (Creek) Nation Code ("MCNC"), Tit. 48, § 1-101. The WBC is to be administered by a Tribal Workers' Benefit Advisory Council ("TWBAC") and is intended to "establish the rights and benefits of employees of the Muscogee (Creek) Nation for on-the-job bodily injuries due to accidents or occupational illness or disease." *Id.* An employee who files a timely claim is entitled to coverage under the WBC, regardless of fault, for injuries arising out of and in the normal course and scope of employment. MCNC Tit. 48, § 4-101.

The TWBAC is to administer the WBC "by promulgating rules and procedures of operations." MCNC, Tit. 48 § 2-101. The TWBAC also selects the "Administrator" of the WBC, that is, the Board selects the insurance company providing coverage under the WBC. MCNC Tit. 48 § 2-103(G); MCNC Tit. 48, § 1-104(A) (defining both "Administrator" and "Tribal Workers' Benefit Claim Administrator" as the insurance company providing coverage under the WBC, or any subcontractor appointed by said insurance company).

Under the WBC, the insurance company selected by the TWBAC, is empowered to perform

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and put it in the hands of the Workers' Compensation Division, within the Texas Department of Insurance. *Tex. Mut. Ins. Co. v. Ruttiger*, 381 S.W.3d 430 (Tx. 2012).

any activities "required to process any claim for benefits." MCNC Tit. 48, § 3-103. The employee must make a claim for injury to the insurance company, or its agent, within three (3) months of injury. MCNC Tit. 48, § 1-106(B). The insurer is required to make a compensability determination and either begin payment of compensation or advise the employee further investigation is needed and the reasons for further investigation. *Id.* at § 3-204. The insurer has forty-five (45) days to either commence the payment of benefits or notify the employee that his or her claim has been denied. *Id.*

Whether an employee is entitled to medical treatment is determined by the insurer, and the insurer must approve or recommend all health care before it is rendered. MCNC Tit. 48, § 8-102(A). Whether an employee is disabled from work is determined either by the consulting physician, *selected by the insurer*, or by the employee's treating doctor *if* the insurer, in its discretion, elects to accept the opinion of the treating doctor. MCNC 48, § 6-103; MCNC 48, § 1-104(J) ("consulting physician" is defined as the physician or other health care provider or expert retained by the Administrator to assist the Administrator in carrying out its duties and responsibilities under the WBC). At all times the burden of proof is on the employee to prove to the insurer that her injury arose out of her employment, while she was working in the course and scope of employment and "arose proximately" out of covered employment, and arose while in the furtherance of the employer's interests. MCNC Tit. 48, § 1-107.

In May of 2011, Suzanne Hicks ("Hicks" or "Plaintiff") was employed by the Muscogee (Creek) Nation Casinos. On May 21, 2011, Hicks was injured in the course of her employment, causing significant injury to her shoulder which necessitated surgical intervention. Pursuant to the WBC and the policy of insurance written for her benefit (and the benefit of all Nation employees) by Hudson Insurance Company ("Hudson"), Hicks requested medical treatment and sought compensation consistent with the parameters of the WBC. She made a claim to Hudson, by and through its subcontractor and claim administrator Alliant Specialty Insurance Services, Inc., doing business as Tribal First (herein referred to as "Alliant"). Hudson and Alliant (collectively, "Defendants") arbitrarily denied Hicks' claim for medical treatment and closed her file on July 1, 2011.

Hicks is a citizen of the state of Oklahoma. Hudson and Alliant are foreign companies engaged in the sale and business of insurance in the state of Oklahoma and are therefore subject to Oklahoma insurance laws. *See* Okla. Stat. tit. 36, § 109[2]. Oklahoma has developed, both judicially and legislatively, a system of laws to regulate trade practices in the business of insurance. *See, e.g.,* Oklahoma Insurance Unfair Claims Settlement Practices Act, Okla. Stat. tit. 36, § 1250.1, *et seq.*

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[2] While the Oklahoma Insurance Code specifically excepts certain entities from compliance (*e.g.*, certain charitable organization), insurance companies doing business with federally recognized American Indian Tribes are *not* among the exceptions. Okla. Stat. tit. 36, § 110.

(requiring insurers to adopt and implement reasonable standards for prompt investigations of claim and mandating insurers attempt, "in good faith," to effectuate prompt, fair and equitable settlement of claims); *see also Christian v. American Home Assurance Co.*, 577 P.2d 899, 902-904 (Okla. 1977) (recognizing a "special relationship" between an insurer and beneficiary stemming from the quasi-public nature of insurance, the unequal bargaining power between the insurer and its beneficiary, and the potential for an insurer to unscrupulously exert that power at a time when the beneficiary is particularly vulnerable and holding that such relationship creates a non-delegable duty of good faith and fair dealing on the part of the insurer, a breach of which gives rise to a separate action sounding in tort).[3]

While the WBC provides a forum in which an employee who disagrees with the denial of her claim by the insurer can raise her dispute, the same is arduous, costly and takes time.[4] MCNC

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[3] In situations, as here, where a third party administrator performs the tasks of an insurance company, the administrator owes the same duty of good faith and fair dealing to the insured. *Wolf v. Prudential Ins. Co. of America,* 50 F.3d 793 (10th Cir. 1995); *Campbell v. American Intern. Group, Inc.*, 976 P.2d 1102, 1109 (Okla. Civ. App. 1999).

[4] An aggrieved employee may file a contested claim with an arbitration panel selected by the TWBAC and request an administrative hearing. MCNC Tit. 48, § 9-101(A); MCNC Tit. 48, § 2-103(H). In the arbitration proceeding, the employee "bear[s] the burden of proof that the Administrator's decision was not in compliance with, or was in violation of, [the WBC]." *Id.* As set forth above, under the WBC the Administrator (*i.e.*, the insurer) is empowered with

Tit. 48, Chapter 9. Rather than appeal Defendants' arbitrary decision regarding her right to benefits through the WBC, Hicks decided to challenge Defendants' unreasonably and unlawful insurance trade practices in Oklahoma District Court. Hicks' filed a petition alleging that Defendants breached their duties as insurance companies engaged in the business of insurance in Oklahoma by failing to adequately investigation and evaluate her claim, and unfairly and unreasonably denying her claim.

Defendants filed a motion to dismiss contending that they were protected from liability in Oklahoma State Court by sovereign immunity. Defendants argued that their actions in handling Hicks' insurance claim were taken in the course and scope of their status as WBC Administrator and that, therefore, Hicks' attempt to challenge those actions were actually attempts to use state courts to "regulate the activities of a tribal system." Hicks responded that her claims did not arise out of

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fairly broad deference in determining compensability as the insurer selects the consulting physician who makes the determination of disability. Under such standard, the aggrieved worker has a difficult, uphill climb to challenge the insurer's decision. Even if an employee hires an attorney and obtains a favorable ruling from the arbitration panel, she is capped in the amount of attorney fees and costs she can recover. *Id.* at § 9-103(A). If an employee is dissatisfied with the decision of the arbitration panel, she may appeal that decision to the Muscogee (Creek) Nation Tribal Court, which is bound to uphold the decision of the arbitration panel unless the court finds the decision was (1) unsupported by evidence, (2) arbitrary and capricious, (3) an abuse of discretion or (4) contrary to the WBC or other applicable law. *Id.* at § 9-101(B).

the WBC but out of Defendants' failure to comply with their obligations under Oklahoma insurance law. The trial court denied Defendants' motion to dismiss but, upon an application for extraordinary relief, the Oklahoma Supreme Court reversed and mandated, without opinion, that the case be dismissed, implicitly holding that Defendants, *non*-sovereign entities nationally engaged in the business of insurance, were entitled to the same sovereign immunity as a federally recognized American Indian Tribe.

REASONS FOR GRANTING THE WRIT

I. The Oklahoma Supreme Court decided an important question of federal law in a way that has not been, but should be, settled by this Court, and in a way that conflicts with relevant decisions of this Court.

The decision below decided an important question of federal law in a way that has not been, but should be, settled by this Court, or has decided an important federal question in a way that conflicts with relevant decisions of this Court. The decision below effectively eviscerates this Court's careful balance with respect to Tribal sovereign immunity by granting sovereign immunity to *non*-sovereign entities, and setting a precedent whereby Oklahoma citizens are precluded from pursuing rights afforded to them under the law merely because a *non*-sovereign entity contracts with a sovereign entity.

As this Court recently affirmed, Tribal sovereign immunity is a matter of federal law.

Indian tribes are "domestic dependent nations that exercise inherent sovereign authority." *Michigan v. Bay Mills Indian Community*, 134 S.Ct. 2024, 2030 (2014) (citing *Oklahoma Tax Comm'n v. Citizen Band Potawatomi Tribe of Okla.*, 498 U.S. 505, 509 (1991). As dependents, tribes are subject to plenary control by Congress. *Id.* This Court has repeatedly recognized tribes' sovereign common-law immunity from suit – the same immunity traditionally enjoyed by sovereign powers. *Id.* This Court has explained such immunity is a "necessary corollary to Indian sovereignty and self-governance. *Id.* The "qualified" nature of Indian sovereignty modifies that principle only by placing a tribe's immunity, like its other government powers and attributes, in Congress's hands. *Id.*, citing *United States v. United States Fidelity & Guaranty Co.*, 309 U.S. 506, 512 (1940) ("It is as though the immunity which was theirs as sovereigns passed to the United States for their benefit.").

Defendants are not chartered tribal corporations under 25 U.S.C. § 477 or § 503, which would convey the right "to enjoy any other rights or privileges secured to an organized Indian tribe."

Plaintiff's claims do not arise in a tribal workers' compensation system; rather, they derive from Defendants' tortuous and bad faith conduct in the handling of Plaintiff's claim. Oklahoma, and a majority of jurisdictions, recognize claims against a workers' compensation insurer for breach of the contractual duty of good faith and fair dealing based on the handling and wrongful denial of claims under the applicable policy. Plaintiff's claims do not invoke matters of tribal sovereignty.

She has sued a foreign and nationally operating insurance company and its claims administrator for breach of contract and bad faith, a tort arising under the common law. Hudson, and its claims administrator, Alliant, are private, *non-sovereign*, entities, subject to Oklahoma insurance laws.

Defendants' only connection with the sovereign tribe of the Muskogee (Creek) Nation is the issuance of a workers' compensation policy intended to benefit Nation employees. The Muscogee (Creek) Nation Code ("MCNC") provides that workers' compensation claims are to be submitted to and handled by Hudson, who has hired Alliant to assist in handling such claims. Plaintiff has sued Hudson and Alliant for failing to act in good faith and deal fairly with her in handling her claim under the Nation's Workers' Compensation Code. Defendants can cite no authority to support that the obligation of good faith and fair dealing, imposed upon them by Oklahoma law, ceases to exist when the underlying claim arises out of a sovereign Indian Nation's workers' compensation system.

Every contract in Oklahoma contains an implied duty of good faith and fair dealing. *Doyle v. Kelly*, 1990 OK 119, 801 P.2d 717, 718; *Hall v. Farmers Ins. Exch.*, 713 P.2d 1027, 1029 (Okla. 1985). In ordinary commercial contracts, a breach of that duty merely results in damages for breach of contract, not independent tort liability. *Christian v. American Home Assurance Co.*, 577 P.2d 899 (Okla. 1977). Insurance contracts, however, are not ordinary commercial contracts. *Id.* A "special relationship" exists between an insurer and its

insured stemming from the quasi-public nature of insurance, the unequal bargaining power between the insurer and insured, and the potential for an insurer to unscrupulously exert that power at a time when the insured is particularly vulberable. *Id.* at 902-04. This special relationship creates a *non-delegable duty* of good faith and fair dealing on the part of the insurer. *Id.* (emphasis added). A breach of this duty gives rise to a separate cause of action sounding in tort. *Id.* In situations, as here, where a third party administrator performs the tasks of an insurance company, the administrator owes the same duty of good faith and fair dealing to the insured. *Wolf v. Prudential Ins. Co. of America,* 50 F.3d 793 (10th Cir. 1995); *Campbell v. American Intern. Group, Inc.*, 976 P.2d 1102, 1109 (Okla. Civ. App. 1999).

It is undisputed that Plaintiff is an insured under the Hudson policy and that Plaintiff is an intended beneficiary of the Nation's insurance contract with Hudson. As an intended beneficiary, Plaintiff has standing to bring breach of contract and bad faith claims against Defendants. *See, e.g., Sizemore v. Continental Cas. Co.*, 142 P.3d 47, 51 (Okla. 2006) (holding that workers' are intended beneficiaries of workers' compensation insurance policies); *Townsend v. State Farm Mut. Auto. Ins. Co.*, 860 P.2d 236, (Okla. 1993); *Wolf*, 50 F.3d at 797. As an intended insured, Hudson and its plan administrator, Alliant, owed Plaintiff a duty to deal fairly with her in good faith under Oklahoma law.

While the Oklahoma Supreme Court has addressed the jurisdiction of the Oklahoma Workers' Compensation Court over claims of tribal

employees, and correctly found jurisdiction to be lacking *as to the tribe*, prior to its opinion in this case, it had not addressed the jurisdiction of Oklahoma District Court over *insurance* disputes of tribal employees against *insurance* defendants. In *Waltrip v. Osage Million Dollar Elm Casino*, 2012 OK 65, 290 P.3d 740, the Oklahoma Supreme Court held that whether or not an injured worker may sue a tribal workers' compensation insurer under the Oklahoma Workers' Compensation Act ("OWCA") depends on whether tribal law and a tribal forum exist to adjudicate the benefits due. In *Waltrip*, the claimant brought claims for benefits under the OWCA (as opposed to claims for breach of contract and bad faith) against a tribal workers' compensation insurer in the Oklahoma Workers' Compensation Court ("OWCC") (as opposed to in Oklahoma District Court).

<u>That is not the situation at bar</u>. Plaintiff has not sued Hudson in the OWCC for benefits under the OWCA. Nor has she sued Hudson in Oklahoma State Court for benefits under the WBC. Rather, she has sued Hudson in Oklahoma State Court for breach of its obligations as an insurer; that is, for failing to adequately investigate and evaluate her claim and for using its unequal position and power to arbitrarily and unreasonably deny her claim. Plaintiff does not dispute that it is Title 48 of the Muscogee (Creek) Nation Code ("MCNC"), *i.e.*, the Workers' Benefit Code ("WBC"), and not Title 85 of the Oklahoma State Code, *i.e.*, the OWCA, that provides for the benefits due to the Nation's injured employees. Plaintiff is not contending that the OWCA applies. Rather, Plaintiff has sued Defendants for breaching their

duty to deal fairly and in good faith with her in relation to the benefits owed to her under the WBC.

The majority of courts, including the Oklahoma Supreme Court, hold that the exclusivity provisions of workers' compensation acts do not apply to the claims asserted by Plaintiff because the liability sought to be asserted does not arise out of the employee's on-the-job injury or the employee's relationship with his employer; rather, it derives from the independent and intentional, tortuous conduct of the insurer. *See, e.g., Sizemore*, 142 P.3d at 53 ("Nothing in the text [of the OWCA], or in the policies underlying [the OWCA] provides any support for the theory that [the OWCA] was intended to provide the 'exclusive remedy' for an insurance carrier's refusal to pay a workers' compensation award."); *Southern Farm Bureau Cas. Ins. Co. v. Holland*, 469 So.2d 55, 59 (Miss. 1984); *Hayes v. Aetna Fire Underwriters*, 609 P.2d 257, 261 (Mont. 1980). The WBC's exclusive remedy provision does not implicate Plaintiff's bad faith claims against Hudson and Alliant; such section merely provides that the remedies under the WBC on account of injury or occupational disease for which benefits under the Code are recoverable shall be exclusive. MCNC tit. 48, § 5-102. As in the cases set forth above, Plaintiff's claims herein derive from the independent tortuous conduct of Hudson and Alliant in failing to deal fairly and in good faith with Plaintiff.

Defendants, as non-tribal entities, have not and cannot in good faith argue that they are entitled to the same sovereign immunity to which the Muscogee (Creek) Nation is entitled. That

Oklahoma State Courts have jurisdiction over Defendants, particularly in their administration of their insurance enterprise, is underscored by the plethora of legislation controlling Defendants' insurance endeavors within Oklahoma. It is unlawful for Defendants to transact a business of insurance in Oklahoma without complying with the Oklahoma Insurance Code, 36 O.S. § 101, *et seq.* 36 O.S. 1957 § 109. Defendants are bound by the Unfair Claims Settlement Practices Act ("UCSPA"), 36 O.S. § 1201, *et seq.* 36 O.S. § 1250.3(A) ("The provisions of the Unfair Claims Settlement Practices Act shall apply to all claims arising under an insurance policy or insurance contract issued by any insurer."). Failing to adopt and implement reasonable standards for prompt investigations of claims is a violation of the UCSPA, as is failing to attempt to effectuate prompt, fair and equitable settlement of legitimate claims. 36 O.S. § 1250.5. An insurance company cannot shrug off its obligations under Oklahoma law simply by contracting with a tribal entity; it is the *tribe*, not the insurer, that is entitled to sovereign immunity.

In the trial court, the Defendants repeatedly referred to the applicable policy of insurance as a "Sovereign Policy." Ostensibly, such title refers to the fact that the policy is between a tribal agency and an insurance company for benefits arising under tribal law. Defendants argue that those qualities are sufficient to completely insulate them from any action relating to such policy in the Oklahoma State Courts. While this is undoubtedly a convenient business position for a national insurer to take, it is not supported by law. Hudson and Alliant are still subject to Oklahoma insurance

laws even when they contract with a tribal agency. There is no authority to support the idea that the duty of good faith and fair dealing somehow disappears when the contract is between an insurer and a tribal agency.

In *Waltrip,* the Oklahoma Supreme Court found that *as a sovereign entity*, the ***Osage Tribe*** could not be subjected to the jurisdiction of the OWCC but, because the Osage Tribe did not have a workers' compensation system in place, the estoppel act *did* apply to the *insurer* and the employee could proceed against the insurer under the OWCA in the OWCC. Notably, and presumably based on traditional principles of federally recognized tribal sovereign immunity, the Court did not hesitate to treat the insurer differently from the tribe for purposes of sovereign immunity, demonstrating that insurers who contract with tribal agencies are not entitled to sovereign immunity by virtue of their contract; ***sovereign immunity is a privilege reserved for the tribe itself.***

Plaintiff is proceeding directly against the foreign companies who contracted with the Nation for failing to do what they promised to do. Plaintiff is not attempting to substitute Oklahoma state district court for a tribal forum created by tribal law. Rather, Plaintiff is attempting to enforce her rights as a citizen of the state of Oklahoma, which guarantees certain protections to its citizens from abuses by insurance companies in the handling of claims. While certain provisions of the MCNC may be relevant to Plaintiff's claims herein, that certainly does not mean that Plaintiff is seeking

state regulation, through the state court system, of how a tribe administers its own statutorily-created tribal workers' compensation system. Rather, Plaintiff is seeking state regulation, through the state court system, of how an insurance company, operating in Oklahoma and subject to Oklahoma insurance licensure requirements and Oklahoma insurance law, administers its policy and contractual obligations and promises.

If this Court fails to exercise its review power, and tacitly accepts the conclusory opinion of the Oklahoma Supreme Court recognizing tribal sovereign immunity in a non-sovereign entity, it would mean that, merely by virtue of contracting with a recognized Indian tribe, an insurer could avoid its common law and statutory obligations to its insured and the people for whom the policy was purchased to benefit. While that would certainly be advantageous for the insurance company, it would be an immense disserve to both the tribe and the tribal employee (who is also a citizen of the state of Oklahoma), who are entitled to expect their insurer to deal fairly with them in good faith in the administration of the policy, as required by Oklahoma law. Defendants hope to advance a situation wherein (1) an employee may be injured on the job, (2) bring a claim to his workers' compensation insurer for benefits to which he is entitled under the law of the Muscogee (Creek) Nation, and (3) which the insurer, in its sole discretion, can admit or deny at its whim without being subject to any of the judicial and regulatory oversight that Oklahoma law mandates both at common law and pursuant to the Oklahoma Insurance Code. There is no authority by which an

insurer can shirk its responsibilities and obligations by virtue of its contract with a sovereign nation.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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September 2014

APPENDIX

IN THE SUPREME COURT OF THE STATE OF OKLAHOM

HUDSON INSURANCE COMPANY, a Foreign Corporation; and ALLIANT SPECIALTY INSURANCE SERVICES, INC., d/b/a Tribal First, Petitioners, v. HONORABLE LAWRENCE W. PARISH, DISTRICT COURT JUDGE OF OKFUSKEE COUNTY, OKLAHOMA, Respondent.	No. 112,532

Order

¶ 1 Original jurisdiction is assumed. A writ of mandamus is issued, mandating the Honorable Lawrence W. Parish, District Court Judge of Okfuskee County, Oklahoma, or any other assigned