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9-15-00

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

RANDY & CATHERINE MARTIN, as )  
parents and next friend of their minor )  
daughter, BRANDY MARTIN; RANDY )  
& CATHERINE MARTIN, as parents )  
and next friend of their minor daughter, )  
CANDICE MARTIN; RANDY & )  
CATHERINE MARTIN, as parents and )  
next friend of their minor daughter, )  
KASEY HOBENS; RANDY & )  
CATHERINE MARTIN, as parents and )  
next friend of their minor daughter, )  
KENDALL HOBENS; RAY & SUE )  
WOLF, as parents of their minor )  
daughter, SAMANTHA WOLF; )

Plaintiffs, )

v. )

INDEPENDENT SCHOOL DISTRICT )  
NO. 8 OF TULSA COUNTY, a/k/a )  
SPERRY PUBLIC SCHOOLS; )

Defendants. )

Case No. 98-CV-416-H (J) ✓  
CLASS ACTION

**FILED**

SEP 19 2000 ✓

Phil Lombardi, Clerk  
U.S. DISTRICT COURT

**ADDENDUM TO SETTLEMENT AGREEMENT**  
**(Regarding Payment of Attorney Fees and Costs)**

In accordance with the Court's instructions given at the Status Hearings, held on August 15 and September 13, 2000, the parties to the Settlement Agreement agree to the following as an Addendum to the Settlement Agreement filed in this case on January 6, 2000.

The parties agree that the purpose of this Addendum is to provide assurance to the Plaintiffs that the Judgment entered by the Court for attorney fees and costs shall be paid by the School District in accordance with the Oklahoma statutory procedure for collection of judgments against school districts. With this in mind, the parties, intending to be legally bound by the Court's Judgment against the School District for attorney fees and costs, agree as follows:

1. That the Defendant School District in this case is a political subdivision, subject to the collection procedures for Judgments as provided for by law.
2. That Plaintiffs, through their counsel, have obtained a Judgment for attorney fees and costs in this case. A copy of the Judgment, filed April 11, 2000, is attached to this Addendum.
3. That the Court's Judgment is enforceable.
4. That the School District shall cooperate with and not take any actions inconsistent with or contrary to the enforcement of the Judgment.
5. That the School District shall take affirmative action to annually, until the Judgment is fully satisfied, include the Judgment as a part of its budget submitted to the County Excise Board and shall provide information, as necessary to effectuate the collection, regarding the principal amount of the Judgment, any sums paid on the Judgment, and the balance due with interest computed on the unpaid portion of the Judgment.
6. If, despite the fact that the Plaintiffs perform everything required of them, the Judgment is not paid in full, with accrued interest, such non-payment shall constitute a default of this Agreement.
7. Plaintiffs shall file their Dismissal With Prejudice promptly upon the signing of this Addendum and its approval by the Court.

In the event of a default of the provisions of the agreements contained in this Addendum to the Settlement Agreement, the Court shall maintain jurisdiction over the issue


of such a default, in particular, and the issue of attorney fees and litigation expenses to be paid to Plaintiffs' attorneys in this case.

Signed this 15<sup>th</sup> day of September, 2000.



HONORABLE SVEN HOLMES  
JUDGE OF THE DISTRICT COURT

SCHILLER LAW FIRM

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