IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE: EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation	**MDL No: 2785**
	Case No. 17-md-2785-DDC-TJJ
(This Document Applies to Consumer Class Cases)	

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE UNDER FED. R. CIV. P. 54(b)
FOR THE PFIZER DEFENDANTS ONLY

This matter came before the court on October 27, 2021, as scheduled by the Order (I) Preliminarily Approving Settlement Under Fed. R. Civ. P. 23(e)(1), (II) Appointing the Settlement Administrator, (III) Approving Form and Manner of Notice to Class Members, (IV) Scheduling a Final Fairness Hearing to Consider Final Approval of the Settlement, and (V) Granting Related Relief ("Order") dated July 23, 2021 (Doc. 2401), and on the Class Plaintiffs' Motion for Final Approval of Settlement, Approval of Plan of Allocation, and Award of Attorneys' Fees, Expenses, and Service Awards (Doc. 2434) set forth in the Stipulation of Class Action Settlement dated July 14, 2021 (Doc. 2393-2). The court finds that due and adequate notice was given to the Class as required in the Order. And, after considering all papers filed and proceedings had herein and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** by the court that:

1. The court enters this Final Judgment and Order of Dismissal under Fed. R. Civ. P. 54(b). Rule 54(b) provides that when an action involves multiple claims or parties, "the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only

if the court expressly determines that there is no just reason for delay." Fed. R. Civ. P. 54(b). The decision to grant a Rule 54(b) motion lies within the "the sound discretion of a district court," although courts do not grant such requests "routinely." *Curtiss-Wright Corp. v. Gen. Elec. Co.*, 446 U.S. 1, 10 (1980). Before entering a Rule 54(b) judgment, the court must make two determinations: first, the court "must determine that the order it is certifying is a final order[,]" and second, the court must conclude that "there is no just reason to delay review of the final order until it has conclusively ruled on all claims presented by the parties to the case." *Okla. Tpk. Auth. v. Bruner*, 259 F.3d 1236, 1242 (10th Cir. 2001) (citing *Curtiss-Wright Corp.*, 446 U.S. at 7–8). These two requirements are satisfied here.

First, the court's Order (Doc. 2506) granting in part and denying in part the Class Plaintiffs' Motion for Final Approval of Settlement, Approval of Plan of Allocation, and Award of Attorneys' Fees, Expenses, and Service Awards (Doc. 2434) is a "final order" for purposes of Rule 54(b) because it disposes of the Class Plaintiffs' claims against the Pfizer Defendants by approving the Settlement among just these parties. *See Curtiss-Wright Corp.*, 446 U.S. at 7 (explaining that to qualify as a "final judgment," the disposition "must be a 'judgment' in the sense that it is a decision upon a cognizable claim for relief, and it must be 'final' in the sense that it is 'an ultimate disposition of an individual claim entered in the course of a multiple claims action'" (quoting *Sears, Roebuck & Co. v. Mackey*, 351 U.S. 427, 436 (1956))).

Second, no reason exists for delaying review of the court's Order approving the Settlement because: (a) the Class Plaintiffs' claims against the Pfizer Defendants are separable from the claims still awaiting adjudication, and (b) the nature of the parties' Settlement of the Class Plaintiffs' claims against the Pfizer Defendants render it unlikely that an appellate court would have to decide the same issues more than once. *See id.* at 8 ("[I]n deciding whether there

are no just reasons to delay the appeal of individual final judgments . . . a district court must take into account judicial administrative interests as well as the equities involved" which might involve considering "such factors as whether the claims under review were separable from the others remaining to be adjudicated and whether the nature of the claims already determined was such that no appellate court would have to decide the same issues more than once even if there were subsequent appeals.").

The court thus enters this Final Judgment and Order of Dismissal under Fed. R. Civ. P. 54(b). This Final Judgment and Order of Dismissal with Prejudice Under Fed. R. Civ. P. 54(b) for the Pfizer Defendants Only ("Judgment") incorporates by reference: (a) the Settlement Agreement; (b) the Notice of Proposed Settlement of Class Action and Summary Notice (collectively, the "Notice"); and (c) the Declaration of the Settlement Administrator filed with this court on July 14, 2021. All terms used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth in this Order.

2. This court has jurisdiction over the subject matter of the Action and over all Settling Parties to the Action, including all Class Members.

3. The Notice given to the Class was the best notice practicable under the circumstances and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said Notice fully satisfied the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the Rules of this court, and other applicable law.

4. Under Rule 23 of the Federal Rules of Civil Procedure, the court now affirms its determinations in the Order, fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, and finds that:

(a) the Settlement Agreement and the Settlement contained therein, are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class;

(b) there was no collusion in connection with the Settlement;

(c) the Settlement was the product of informed, arm's-length negotiations among competent, able counsel with the assistance of a third-party mediator; and

(d) the record is sufficiently developed and complete to have enabled the Plaintiff Class Representatives and the Pfizer Defendants to have adequately evaluated and considered their positions.

5. The court thus authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions of this Judgment. Except for any individual claims of those persons or entities who have validly and timely requested exclusion from the Class, as set forth in Exhibit F to Class Plaintiffs' Final Status Report Re Implementation of Class Notice (Doc. 2323-1), the court hereby dismisses the Action against the Pfizer Defendants only and all Plaintiffs' Released Claims against the Pfizer Defendants' Released Persons with prejudice. The Settling Parties are to bear their own costs, except for and to the extent provided in the Settlement Agreement, and any separate order(s) entered by the court deciding Class Counsel's Motion for Award of Attorneys' Fees and Expenses.

6. The Releases set forth in Section 4 of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating to it, are expressly incorporated by reference into this Order. The court thus orders that:

(a) Upon the Effective Date, and as provided in the Settlement Agreement, Plaintiff Class Representatives shall, and each of the Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Plaintiffs' Released Claims against the Pfizer Defendants' Released Persons, whether or not such Class Member shares in the Settlement Fund. Claims to enforce the terms of the Settlement Agreement are not released.

(b) Plaintiff Class Representatives and all Class Members, and anyone claiming through or on behalf of any of them, are hereby forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Plaintiffs' Released Claims against any of the Pfizer Defendants' Released Persons.

(c) Upon the Effective Date, and as provided in the Settlement Agreement, each of the Pfizer Defendants' Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs' Released Persons, including Class Counsel, from all Defendants' Released Claims, except for claims relating to the enforcement of the Settlement.

7. Upon the Effective Date, any and all persons or entities shall be permanently barred, enjoined, and restrained, to the fullest extent permitted by law, from bringing, commencing, prosecuting, or asserting any and all claims, actions, or causes of action for contribution or indemnity or otherwise against the Pfizer Defendants or any of the Pfizer

Defendants' Released Persons seeking as damages or otherwise the recovery of all or any part of any liability, judgment, or settlement which they pay or obligated or agree to pay to the Class or any Class Member, arising out of, based upon, relating to, concerning, or in connection with any facts, statements, or omissions that were or could have been alleged in the Action. Notwithstanding the foregoing, nothing herein shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation, the Settlement, or this Judgment.

8. Five individuals—Carol Fuller, Arthur Vergara, Verda Mast, Loraine Felty, and Delanne Moss—have written to co-lead counsel, asking to opt out of the Settlement. Doc. 2468-2 at 3–4, 8–26 (Pritzker Decl. ¶ 4, Exs. A–E). Each of these individuals previously filed a timely request seeking exclusion from the Action, which the Settlement Administrator confirmed in the Final Status Report filed on February 26, 2021. Doc. 2323-1 at 34, 40, 44, 45, 50. Because these five individuals already were excluded from the class when they timely filed their requests, they no longer are Class Members. Thus, they have no standing to object to the Settlement. *See Harper v. C.R. Eng., Inc.*, 746 F. App'x 712, 718 (10th Cir. 2018) ("Opted-out class members lack standing to object to a settlement."); *see also In re Nat'l Football League Players' Concussion Injury Litig.*, 307 F.R.D. 351, 423 (E.D. Pa. 2015) ("It is well established that 'class members may either object or opt out, but they cannot do both.'" (quoting *Newberg on Class Actions* § 13:23 (5th ed.))). The court thus need not take any action with respect to these five individuals.

9. Eleven individuals—Rafael Cruz-Cortes and Madelina Torres-Cruz (Doc. 2418), Margaret Wallis (Doc. 2427), Rosemary Pylant, Rita Hruby, Donna Johnson, Joyce Freisinger, Theresa Furnari, Clarreta Simmons, Barbara Nuckols, and Margaret Beard—have made belated requests to be excluded from the Settlement. Doc. 2468-2 at 3–4, 27–65 (Pritzker Decl. ¶ 4, Exs.

F–O). Neither Plaintiff Class Representatives nor the Pfizer Defendants oppose or object to these requests. The court has discretion to permit late opt-outs, but it "must determine (1) whether the movant's neglect [in seeking a timely opt-out] was excusable, and (2) whether either party would be substantially prejudiced by the court's actions." *See Burns v. Copley Pharms., Inc.*, No. 96-8054, 1997 WL 767763, at *3 (10th Cir. Dec. 11, 1997) (citing *Supermarkets Gen. Corp. v. Grinnell Corp.*, 490 F.2d 1183, 1186 (2d Cir. 1974)); *see also In re Four Seasons Sec. Laws Litig.*, 493 F.2d 1288, 1290–91 (10th Cir. 1974) (holding that trial court didn't err by permitting a late opt-out where the "facts support[ed] a finding" of excusable neglect and "there was no prejudice" sustained from the late opt-out).

Of the 11 belated opt-out requests, only three provide the court with enough information to determine that: (1) their belated requests are the result of excusable neglect, and (2) permitting the late opt-outs won't prejudice any party. *Cf. Burns*, 1997 WL 767763, at *3 (reversing a district court's "summary ruling" that provided "no findings indicating how the district court reached its conclusions" to permit a late opt-out). Rita Hruby, Therese Furnari, and Clarreta Simmons submitted letters explaining that they were submitting their opt-outs belatedly because: (a) in Ms. Hruby's case, she believed she already had opted out, and (b) in Ms. Furnari and Ms. Simmons's cases, they hadn't received notice of the lawsuit before January 15, 2020. *See* Doc. 2468-2 at 37 (Pritzker Decl. Ex. I) (Hruby letter explaining that she previously submitted an opt-out and asking to remove her name from the mailing list); *see also* Doc. 2468-2 at 47 (Pritzker Decl. Ex. L) (Furnari letter explaining that she does "not wish to be part of this class action and did not receive notice of exclusion prior to Jan. 15"); Doc. 2468-2 at 51 (Pritzker Decl. Ex. M) (Simmons letter stating that she "[d]id not receive [notice] until" August 2021). Based on their submissions, the court concludes that these three individuals have established

excusable neglect for failing to opt out in a timely fashion. And, the court finds that no prejudice will result from permitting their late opt-outs. So, the court excludes Ms. Hruby, Ms. Furnari, and Ms. Simmons from the class.[1] As a consequence, they do not have standing to object to the Settlement. *See Harper v. C.R. Eng., Inc.*, 746 F. App'x 712, 718 (10th Cir. 2018) ("Opted-out class members lack standing to object to a settlement.").

The remaining eight individuals of the 11 belated opt-out requests (Rafael Cruz-Cortes and Madelina Torres-Cruz, Margaret Wallis, Rosemary Pylant, Donna Johnson, Joyce Freisinger, Barbara Nuckols, and Margaret Beard) don't provide the court with enough information to conclude that permitting them to opt out belatedly is warranted here. So, the court denies their requests to opt out.

Also, to the extent that three of these individuals appear to assert an "objection" to the Settlement, the court overrules those objections. *See* Doc. 2418 at 1 (stating that Rafael Cruz-Cortes and Madelina Torres-Cruz are "objecting to the settlement" and ask "to be excluded completely"); *see also* Doc. 2427 at 1 (stating that Margaret Wallis "object[s] to the Settlement" and asks to have her named removed from the Settlement). Fed. R. Civ. P. 23(e)(5)(A) permits class members to object to a proposed settlement of a class action but the Rule also requires the objection to "state with specificity the grounds for the objection." The submissions by Rafael Cruz-Cortes, Madelina Torres-Cruz, and Margaret Wallis assert—but just generally—that they "object" to the Settlement, and yet, they provide no reason or grounds for their purported "objections." So, the court denies the objections because they don't comply with Fed. R. Civ. P. 23(e)(5)(A).

[1] Another individual, Linda Chafee, also submitted a late opt-out, explaining that she didn't get the notice until after January 2020. Doc. 2468-2 at 68 (Pritzker Decl. Ex. P). But since that time, Ms. Chafee has withdrawn her request to opt out. Doc. 2468-2 at 6 (Pritzker Decl. ¶ 6 n.1)

10. Three individuals—Fatrena Hale (Doc. 2425), Charlene Jens (Doc. 2445), and Vivian Hupp—assert that they are not Class Members. *See* Doc. 2468-2 at 3–4, 72–84 (Pritzker Decl. ¶ 4, Exs. Q–S); *see also id.* at 73 (Pritzker Decl. Ex. Q) (Fatrena Hale submission explaining that she does "not believe [she] fall[s] into" the "categories as a Class Member");[2] *id.* at 75 (Pritzker Decl. Ex. R) (Charlene Jens submission explaining that she does "not pay for the" EpiPen because her insurance covers the cost); *id.* at 80 (Pritzker Decl. Ex. S) (Vivian Hupp submission explaining that she received a full refund for her EpiPen purchase). Because these three individuals haven't shown they are Class Members—to the contrary, they assert that they don't qualify as Class Members—they have no standing to object to the Settlement. *See Heller v. Quovadx, Inc.*, 245 F. App'x 839, 842 (10th Cir. 2007) (explaining that "'non-class members have no standing to object'" to a proposed settlement (quoting *Gould v. Alleco, Inc.*, 883 F.2d 281, 284 (4th Cir. 1989))). Thus, the court need not take any action on these three individuals' submissions.

11. Another 11 individuals—Anthony Murphy, Shirly Ann May, Brenda Everett, Virginia Mendoza, Holly Randall, Kareem Walker, Carolyn Bedard, Emilie Beasley, James Luevano, Margaret Diver, and Elizabeth Payne—have made submissions that don't assert any objections to the Settlement. *See* Doc. 2468-2 at 3–5, 85–137 (Pritzker Decl. ¶ 4, Exs. T–DD). Nine of the 11 individuals appear to assert a claim under the Settlement. Counsel represents that it has forwarded these submissions to the Settlement Administrator for claim processing. Doc. 2468 at 8. The other two don't assert any explicit objection to the Settlement. Anthony Murphy

[2] Ms. Hale's submission also purports to "object" to the Settlement, but provides none of the information that Fed. R. Civ. P. 23(e)(5)(A) requires an objecting party to submit. Thus, to the extent Ms. Hale's submission is construed as an objection to the Settlement, the court overrules it because it doesn't comply with Fed. R. Civ. P. 23(e)(5)(A).

says he's "not interested in receiving any settlement[.]" Doc. 2468-2 at 86 (Pritzker Decl. Ex. T). And, James Leuvano's submission appears to complain about the COVID-19 vaccines. *See id.* at 129 (Pritzker Decl. Ex. BB) (attaching an "affidavit" discussing "Moderna" and "Pfizer" as well as an article titled "Where are Vaccine Passports Leading? Could COVID-19 Usher in a Brave New World of Government Control?"). Neither Mr. Murphy's letter nor Mr. Leuvano's submission qualifies as a valid objection under Fed. R. Civ. P. 23(e)(5)(A). To the extent one could construe these submissions as objections, the court overrules them because they don't comply with Fed. R. Civ. P. 23(e)(5)(A). Thus, the court need not take any action in response to the eleven individuals' submissions discussed in this paragraph.

12. That leaves three remaining objections—submitted by Giovanni Smith (Doc. 2426), Jonathan Arone (Doc. 2442), and Kristin Hessel (Doc. 2443)—that the court must address. *See also* Doc. 2468-2 at 3–5, 138–53 (Pritzker Decl. ¶ 4, Exs. EE–GG). Neither Mr. Smith's letter nor Ms. Hessel's submission states whether these individuals qualify as Class Members. Also, each submission just asserts a general "objection" to the Settlement but doesn't "state with specificity the grounds for the objection[,]" as Fed. R. Civ. P. 23(e)(5)(A) requires. So, the court overrules Mr. Smith and Ms. Hessel's objections (Docs. 2426 & 2443) because they do not provide the basis or specific reasons for their objections, nor do they make any showing that they are members of the Class, all of which is required by Rule 23 and the Preliminary Approval Order to qualify as valid objections.

Mr. Arone's objection (Doc. 2442) is not to the overall Settlement, Plan of Allocation, or the requests for fees, expenses and service awards. Instead, it objects "to the proposed settlement's requirement that class members must produce records of each Epi-Pen purchase during the nearly decade-long relevant period to receive compensation for each purchase." *Id.* at

1. Class Plaintiffs assert that Mr. Arone's objection is unfounded and incorrect because the Claim Form doesn't require Class Members to submit purchase documentation. Instead, it only asks them to estimate the number of EpiPens purchased and the amounts spent on those purchases. *See* Doc. 2468-2 at 156 (Pritzker Decl. Ex. HH) (providing a copy of the Claim Form that states: "You do not need to provide any documentation at this time."). But, as Class Plaintiffs concede, the Claim Form notes that "the Settlement Administrator may ask for additional proof supporting [the] claim[,]" and it provides a list of things that are "acceptable as claim documentation[,]" including itemized receipts, an explanation of benefits, pharmacy records, or prescription records. *Id.* at 156–57 (Pritzker Decl. Ex. HH). In a supplemental filing submitted to this court, Mr. Arone explains that he understands that claimants aren't required initially to submit documentation with the claim. Doc. 2499 at 2. But, Mr. Arone believes the statement that the Settlement Administrator may ask the claimant to produce additional documentation serves as a "very real deterrent" to Class Members who can't access documents supporting their claim or don't know if any documents exist to support the claim. *Id.* at 1.

The court has reviewed Mr. Arone's thoughtful submission carefully. And, the court understands the concern he raises. But, Class Plaintiffs have explained adequately why Mr. Arone's objections don't prevent the court from approving the Settlement. *First*, Class Plaintiffs' counsel has represented that the Settlement Administrator has received an oversubscription of claims for the allocated Settlement's proceeds. So, Mr. Arone's predicted "deterrent" hasn't come to pass. And, the language of the Claim Form appears to have had no chilling effect on claim submissions. *Second*, Mr. Arone proposes alternative methods of paying Class Members' claims—ones that he says are "better solution[s]" than advising claimants that they may have to provide documentation to prove their EpiPen purchases. Doc. 2442 at 3. He

suggests the Settlement Administrator can pay the claims of Class Members either by (a) relying on the records of third-party payors, or (b) calculating a uniform or average payment amount based on estimated use of EpiPens. *Id.* At the hearing and in their papers, *see* Doc. 2468 at 11, counsel has explained that it explored both of these options with the Settlement Administrator. But, they determined that these payment methods weren't feasible because they posed administrative problems (specifically in the form of health privacy concerns) or they posed an unfair risk of underpaying those who had paid more for EpiPens. Instead, the Settlement Administrator and counsel came up with the Claim Form because it is easy to complete but, at the same time, provides a way to investigate and flesh out suspicious or fraudulent claims. And, *third*, the Long Form Notice to the Class advises Class Members to "contact the Settlement Administrator or Class Counsel if you disagree with any determinations made by the Settlement Administrator regarding your Proof of Claim." EpiPen Long Form Notice at 8, https://www.epipenclassaction.com/documents/EpiPen%20LF%20Notice%20(004)%20FINAL.pdf. Also, the Long Form Notice explains: "If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request[,]" and the court has "jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds." *Id.* at 8–9. And, the Claim Form notes that the Class Member, by submitting a Claim Form, "submit[s] to the jurisdiction to the United States District Court for the District of Kansas for all purposes connected with this Proof of Claim, including resolution of disputes relating to this Proof of Claim." Doc. 2468-2 at 157 (Pritzker Decl. Ex. HH). So, to the extent a Class Member is dissatisfied with the Settlement Administrator's decision—and to the extent that decision relates to the Class Member's inability to locate documentation to support the Claim—the Class

Member can apply to this court for review of the determination and for relief from that determination.

Based on this information and counsel's representations, the court finds that Class Plaintiffs' counsel has provided a fair, reasonable, and adequate explanation for the method of paying out claims and the language of the Claim Form explaining that method to Class Members. Thus, the court overrules Mr. Arone's objection (Doc. 2442).

13. Any Plan of Allocation and Distribution submitted by Class Counsel or any order entered deciding any attorneys' fees, expenses, or service awards to the Plaintiff Class Representatives shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

14. Neither the Settlement Agreement nor the Settlement contained in it, nor any act performed or document executed under or in furtherance of the Settlement Agreement or the Settlement: (a) is, or may be deemed to be, or may be used as an admission of, or evidence of, the validity of any Plaintiffs' Released Claim, or of any wrongdoing or liability of the Pfizer Defendants or Pfizer Defendants' Related Parties, or (b) is, or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of the Pfizer Defendants or Pfizer Defendants' Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Pfizer Defendants and/or Pfizer Defendants' Related Parties may file the Settlement Agreement and/or this Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

15. Without affecting the finality of this Judgment in any way, this court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, expenses, and service awards to Plaintiff Class Representatives; (d) all parties herein for the purpose of construing, enforcing, and administering the Settlement Agreement; (e) the Class Members for all matters relating to the Action; and (f) other matters related or ancillary to the foregoing. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any person or entity to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this court.

16. The court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

17. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Effective Date does not occur, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation and the Settlement Fund shall be returned in accordance with the Settlement Agreement.

18. Without further order of the court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19. The court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

Dated this 17th day of November 2021, at Kansas City, Kansas.

s/ Daniel D. Crabtree
Daniel D. Crabtree
United States District Judge