

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

**(1) KENNETH BUCKLEY, on behalf of D.D.B.,
a minor child, (2) PHILLIP and ANDREA
CONNELLY, on behalf of E.J.D.C., a minor
child, (3) CLINT and CATHY STAPLETON,
on behalf of K.N.S., a minor child, (4) BOBBY
and RUTH SWEET, on behalf of M.N.S.,
a minor child, (5) MICHELLE SUMTER,
on behalf of M.N.S., a minor child, and
(6) FRANCIS SHOEMAKER, on behalf of D.W.S.,**

Plaintiffs,

vs.

**(1) INDEPENDENT SCHOOL DISTRICT NO. 4
of ROGERS COUNTY, OKLAHOMA, a/k/a
OOLOGAH-TALALA PUBLIC SCHOOLS,
(2) CARA JONES, individually, (3) MELISSA
GIBSON, individually, (4) KENNETH KINZER,
individually, (5) RICK THOMAS, individually,
(6) BOBBY SORDO, individually, (7) CITY OF
OWASSO, a political subdivision,
jointly and severally,**

Defendants.

Case No. 10-CV-240-GKF-PJC

NOTICE OF SETTLEMENT

The plaintiffs, Kenneth Buckley, on behalf of D.D.B., a minor child, Phillip and Andrea Connelly, on behalf of E.J.D.C., a minor child, Clint Stapleton, on behalf of K.N.S., a minor child, Bobby Sweet, on behalf of M.N.S. (Sweet), a minor child, and Michelle Sumter, on behalf of M.N.S. (Sumter), a minor child (collectively the “Plaintiffs”), hereby advise the court that the instant case has been settled in all respects. The Plaintiffs have dismissed with prejudice all claims against defendant City of Owasso and defendant Bobby Sordo. The Plaintiffs have reached the following settlement with defendant Independent School District No. 4 of Rogers County, a/k/a the Oologah-Talala School District (the “School District”) resolving all remaining claims:

1. Neither the School District, the Individual School Defendants (*i.e.*, Rick Thomas, Cara Jones, Kenneth Kinzer and Melissa Gibson), nor anyone on their behalf will pay any money to the Plaintiffs, their lawyer or any other person or entity;

2. The School District will agree to implement new policies and/or update existing policies governing drug dogs on school property and student searches. The content of the new and/or updated policies will be determined solely by the Board of Education of the School District. The Plaintiffs, including their lawyers and other representatives, will have no participation in the formulation or approval of the policies;

3. All parties to the lawsuit will bear their own costs and attorneys fees;

4. The Plaintiffs will fully cooperate with and participate in a friendly suit to obtain court approval of the settlement, including, but not limited to, the execution of all pleadings and other papers needed to request court approval of the terms of the settlement; and

5. All of the above will be accomplished through a written Settlement Agreement that is mutually acceptable to the parties, which shall include comprehensive and full releases by the Plaintiffs of the School District and its board members, officers, employees, insurers, agents, representatives, etc. from any and all liability through the date of the release.

The parties are currently drafting the settlement paperwork. The parties anticipate finalizing the paperwork within twenty (20) days of today's date, July 7, 2010, and will request a friendly suit hearing approving the settlement agreement.

Respectfully submitted,

s/ Brendan McHugh
Brendan M. McHugh, OBA #18422
P.O. Box 1392
Claremore, Oklahoma 74018
Phone (918) 343-1773
Fax (918) 343-1725
mchugh8@att.net
ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on July 7, 2010, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

J. Douglas Mann
dougm@rflaw.com

Eric D. Wade
ericw@rflaw.com

Matthew J. Ballard
mballard@rflaw.com

I hereby certify that on _____, I served the attached document by both United States Certified Mail, Return Receipt Requested and electronic mail on the following individual:

s/ Brendan McHugh
Brendan McHugh