



CERTIFIED COPY

STATE OF WYOMING)
) ss.
COUNTY OF SHERI-)
DAN

IN THE CIRCUIT COURT
FOURTH JUDICIAL DISTRICT

LANNA WARREN,
TRUSTEE OF THE RAMON AND
LANNA WARREN FAMILY TRUST,

CIVIL NO. CV-2019-237

Plaintiff

NO. _____
FILED IN CIRCUIT COURT OF
SHERIDAN COUNTY WYOMING

v.

OCT 29 2019

POLLY WHEAT,

Defendant

BY _____ CLERK
DEPUTY

JUDGMENT

This matter came before the Court on October 9, 2019 to consider the MOTION FOR SUMMARY JUDGMENT filed by Plaintiff, including materials submitted in support thereof, the OBJECTION TO MOTION FOR SUMMARY JUDGMENT filed by Plaintiff, including the affidavit filed together with that objection, and the PLAINTIFF'S REPLY TO DEFENDANT'S OBJECTION TO MOTION FOR SUMMARY JUDGMENT. The parties appeared by telephone through counsel, with David M. Clark of Ragain & Clark, PC appearing on behalf of the Plaintiff, and Sean J. Coletti of Hopkins Roden Crockett Hansen & Hoopes, PLLC appearing on behalf of the Defendant.

Having reviewed the pleadings and other matters in the record, having heard and considered argument of counsel and being otherwise fully advised, the Court finds and orders as follows:

FINDINGS OF FACT

1. Defendant executed two promissory notes in favor of Plaintiff. The first promissory note is dated June 15, 2005, was issued in the principal amount of \$50,000.00, is attached to the Complaint as Exhibit "1" and contains unambiguous terms. The second promissory note is dated August 10, 2005, was issued in the principal amount of \$35,000.00, is attached to the Complaint as Exhibit "2" and contains unambiguous terms.
2. Each of the notes provides that Plaintiff may accelerate payment of the entire outstanding balance in the event the holder deems itself insecure or if default is made by Defendant.
3. Defendant has defaulted under both promissory notes by failing to make payments as required by the terms of the notes, and Plaintiff has accelerated payment of the entire outstanding balance as permitted by the promissory notes.
4. Plaintiff submitted an affidavit in support of her Motion for Summary Judgment setting forth the outstanding principal and accumulated interest due under the \$50,000.00 promissory note as of December 5,

2018 in the amount of \$19,107.35. The same affidavit sets forth the outstanding principal and accumulated interest due under the \$35,000.00 promissory note as of December 15, 2018 in the amount of \$12,603.19.

5. As stated in the Complaint, interest accruing at the rate of 6% per annum from the dates stated in paragraph 4 above through March 15, 2019 brings the outstanding balances to \$19,395.40 and \$12,793.18, respectively. Additional interest has accrued on that amount through the date of the hearing the motion for summary judgment in the cumulative amount of \$1,100.58, for a total, cumulative amount due under the promissory notes of \$33,289.16.
6. Defendant submitted the Affidavit of Jedediah A. Bigelow in Support of Objection to Motion for Summary Judgment in support of her Opposition to Plaintiff's Motion for Summary Judgment. That affidavit does not set forth admissible facts that would create a genuine issue as to any material fact.
7. Each of the promissory notes at issue provides Plaintiff the contractual right to recover all costs, including reasonable attorneys' fees and costs of collection, expended by Plaintiff in recovering the amounts due under the promissory notes in the event of default or acceleration.

CONCLUSIONS OF LAW

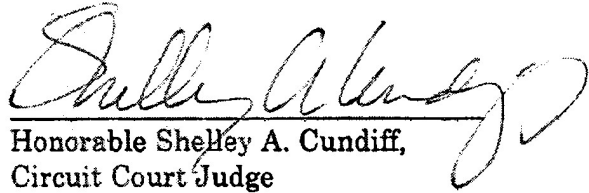
8. Plaintiff has submitted admissible evidence that Defendant executed the promissory notes at issue, that Defendant has defaulted in repayment of those notes, and that the total outstanding balance of the date of hearing, including interest, is the amount of \$33,289.16.
9. The Affidavit of Jedediah A. Bigelow in Support of Objection to Motion for Summary Judgment submitted by Defendant does not create a genuine issue as to any material fact, and the Plaintiff is entitled to a judgment as a matter of law.
10. Plaintiff is entitled to recover from Defendant all costs, including reasonable attorneys' fees and costs of collection, incurred in pursuing this judgment and collecting the amounts owed by Defendant to Plaintiff.

IT IS, THEREFORE, ORDERED THAT JUDGMENT BE, AND IS HEREBY, ENTERED IN FAVOR OF PLAINTIFF AND AGAINST THE DEFENDANT AS FOLLOWS:

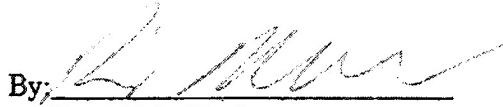
1. Judgment is hereby entered in favor of Plaintiff and against Defendant in the total amount of \$33,289.16 with post-judgment interest accruing at the statutory rate until paid in full.
2. Plaintiff shall submit application for costs and attorneys' fees pursuant to Rule 54 of the Wyoming Rules of Civil Procedure.





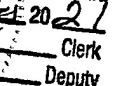
DATED this 28 day of Oct 2019.


Honorable Shelley A. Cundiff,
Circuit Court Judge

APPROVED AS TO FORM:

By: 
David M. Clark
Ragain & Clark, PC
PO Box 667
Worland, WY 82401
Attorney for Plaintiff

By: 
Sean J. Coletti
HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC
428 Park Avenue
Idaho Falls, ID 83402
Attorney for Defendant

Certificate of Circuit Court of Sheridan County. The
above is a true and correct copy of the original
document which is on file or of record in the court.
Done this 12 day of Nov 2021
By  Clerk
 Deputy