

Norton eighth grade girls win league volleyball tournament

The Norton eighth grade Lady Jays beat the three best teams — Smith Center, Osborne and Phillipsburg — in the Mid-Continent Elementary League to win the league tournament on Oct. 8 in WaKeeney.

"The junior high volleyball team traveled to WaKeeney for their final weekend of play where we battled the three top teams in the league and had hard fought contests in each one, said Coach Chuck Zimmerman.

"We started off with Smith Center, a team that had just defeated us last weekend at the quad. We got off to a very slow start as we trailed 15-7 at the end of the first team rotation. When we rotated to Bethany Winkel serving, she proceeded to 'do her job' getting the ball over the net. The rest of the team followed by performing the skills that they were required to perform at that moment. We started a comeback that led to a first game win 25-22.

"In the second game we managed to stay ahead, but the young Warriors stayed strong and kept the game close. We used the rotation with Alyssa Thomson serving and a Thomson 'slide into the chairs while saving the ball' play to turn around our complete day. We went on to win 28-26.

"Against Smith Center our serving was excellent as we served 96 percent as a team. Winkel was perfect with 14 and 10 team points, Thomson also perfect with 12 and 8 team points, Amanda Ray perfect with 8 and 5 team points, and Bethany Roy perfect with 5 and 3 team points. Shelby Jones and Ashlie Stewart both only missed one out of six — a coach can not ask for much more from a team, especially as hard and as much as we try to place our serves. This was one of our best serving matches of the year.

"This brought on regular season league champs and a No. 1 seeded Osborne, our opponents of last Thursday. As was the case in our first meeting, this contest pitted power against scramblers. Osborne is one of the best scrambling teams I have seen in junior high, plus they also attack when the opportunity arises for them. This presented a challenge for us in the first meeting and it did in this semi-final contest also.

"Osborne won the toss to serve first, but that (all season long) didn't work out in their favor as we (now in rally scoring) like to score off their 'best' server by using our defense. This was the case in this contest. We scored on their first serve and didn't look back as we played well in fighting our way to an opening 25-18 win.

"In the second game, we 'relaxed' through the first team rota-

tion and were behind 11-8. Then our last server, Roy, came to service and the team rallied behind her serves, as we had just last Thursday, and surged ahead 15-12. From then on we maintained a lead, but the Bulldogs lived up to their name and did not quit. This was a good contest with many long rallies, fortunately most of which we won. The final score for the match was 25-22. After this game I told the girls they had just out-scrambled the best and added our own power. This was a terrific win.

"Our serving dropped to a team total of 87 percent, but we accomplished what we needed to. Jones led the perfect servers with 8 in and 4 team points, followed by Thomson with 7 perfect and 4 team points. Stewart was 7 of 9 with 5 team points; Winkel, 4 of 5 with 1 team point. Our top team point scorers were Roy, whose serves the team turned into 8 points on 9 of 10, and Ray, 7 points on 8 of 10.

"Two of the best in the league down, one to go. It turned out to be the girls from Phillipsburg, who had won their side of the bracket and were ready to challenge us for the title.

"Again, it took us awhile to get focused. We seem to like to fight our way back, here late in the season. We were again trailing at the end of the first rotation, 9-8, and continued to trail until the team rotated to our post potent floor setup with Ray serving. That put Ray, Winkel and Thomson in as defensive specialists in the back row and Jones and Kaitlyn Wolf as hitters with Stewart setting. This rotation produced a lot of points for the team as it did in this very important game against Phillipsburg. We forged ahead on great defensive play from the back row and great placement on the serves, which our hitters put down on the Panthers side of the

floor.

"The game stayed close — into 'overtime' actually — but we prevailed 26-24.

"This set up the game we had worked so hard for in practice all season long. This was the game where we needed to be focused from the beginning and not let the other team even think we would let them have a chance of having what we wanted and what had been ours for the past five years. This was THE GAME and we played well from the beginning.

"They served first, we scored first and then continued to score, keeping them working extremely hard to play our offerings. Phillipsburg is a smart team that knows when to hit and when to tip. We kept them off balance enough that they really couldn't do either and we received numerous free balls that we 'used' to attack and score points. When it was over, the Blue Jays had a 25-19 victory and another championship.

"In the championship match, our serving went back above the 90 percent line (92) and we had 3 perfect servers led by Ray with 15 and 11 team points. Thomson followed closely, being perfect on 11 with 7 team points, Roy put 5 in perfectly and 1 team point. Stewart had 8 of 9 with 5 team points, while Jones was 4 of 6 with 2 and Winkel was 4 of 5 also with 2 team points.

"Throughout the day our defense was good to very good at not allowing the ball to land on our side of the floor. Hannah Waggoner, Thomson and Roy played the corners and did very well in their roles. Lacy Keilig, Wolf, Ray and Jones kept the other teams scrambling with their spikes as Winkel and Stewart made some very fine sets to our hitters off the great passes from our defenders.

"It was a closing to a very good season. But, a group of players

needs to be mentioned because if it was not for these young ladies, we would not have been as successful as we were. These young ladies — Kendra Englebert, Raven Brown, Austine Dole and Kayla Lee — were the mainstays of the 'second group' who forced the first group to practice harder

everyday. These young ladies would have been starting on quite a few of the league teams and to their credit played very well in their 'league' tournament at Hill City, bringing back a very nice trophy for winning first place among the league's junior varsity teams. I want to thank them for they represent

the most important part of any successful team.

"We thank our great fans who have supported us all season and our 'brothers' who traveled not only to the league tournament, but also to the Hoxie tournament. We greatly appreciate all your support."

PUBLIC NOTICE

Premier Pork Inc. Class Action Settlement

Published in The Norton Telegram on Friday, October 14 and Tuesday, October 18, 2005. (2T)
IN THE DISTRICT COURT OF SCOTT COUNTY, KANSAS
PREMIER PORK INC., on behalf of itself, And all others similarly situated, Plaintiff,
V.
RHONE-POULENC S.A., RHONE-POULENC COMPANY, INC., RHONE-POULENC ANIMAL NUTRITION, INC., DEGUSSA-HULSAG, DEGUSSA-HULS CORPORATION, MITSUI & CO. U.S.A., INC., MITSUI & CO. LTD., NIPPON SODA COMPANY, LTD., and NOVUS INTERNATIONAL, INC., Defendants.

Case No. CV2000-3
NOTICE OF CLASS ACTION SETTLEMENT
TO: INDIRECT PURCHASERS OF METHIONINE CONTAINING PRODUCTS FOR LIVESTOCK IN KANSAS FROM JANUARY 1, 1985-December 31, 2002.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY EITHER SIDE IN THIS LITIGATION. THE SOLE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF THE LAWSUIT AND SETTLEMENT SO THAT YOU CAN MAKE AN INFORMED DECISION AS TO WHETHER YOU SHOULD REMAIN IN OR OPT OUT OF THIS CLASS ACTION.

BACKGROUND OF THE CASE
The Plaintiff, who is: a Kansas livestock owner, alleges that from January 1, 1985-December 31, 2002, Defendants violated the Kansas antitrust laws by conspiring or combining to fix the price and control the market for methionine. Methionine is an animal feed amino acid added to feed rations for poultry, dairy and beef cattle, turkeys and swine, and can be purchased either as pure methionine or incorporated into feed rations (hereinafter collectively referred to as "Methionine"). The Plaintiff alleges that as a result of the Defendants unlawful conduct, the price of Methionine was substantially higher than it would have been otherwise in a competitive market. Consequently, Class Members paid substantially higher prices for Methionine than they should have during the time period January 1, 1985 to the end of 2002. The Defendants deny these claims and charges.

CLASS ACTION RULING
On May 1, 2004, the Court ruled, over Defendants' objections, that this lawsuit may be maintained as a class action for: All persons and entities (excluding all government entities, defendants, and other manufacturers of Methionine and their respective subsidiaries, affiliates, officers and directors) who purchased Methionine in the State of Kansas for end use as an animal feed additive (excluding pet feed for dogs, cats, birds and fish) indirectly from any of the Defendants at any time during the period January 1, 1985 through the end of 1998.

THE SETTLEMENT
All Defendants continue to contest the class action ruling and dispute that they have any liability in this case, but after substantial discovery on the merits of Plaintiffs allegations, the Defendants agreed to settle in order to avoid the further expense and inconvenience of protracted litigation and the uncertain risks inherent in litigation. Certain Defendants also agreed to expand the class for settlement purposes to include middlemen purchasers of Methionine.

The Settlement Class is: All persons and entities who purchased Methionine for livestock in the State of Kansas from anyone other than directly from one of the Defendants from January 1, 1985-December 31, 2002. However, the Settlement Class is broken down into two separate classes as there were separate settlements for end users and the middlemen who sold to end users.

A. THE SETTLEMENT END-USER SUBCLASS
YOU ARE AN END-USER SETTLEMENT CLASS MEMBER if you purchased Methionine in Kansas for end use in livestock but not for resale between January 1, 1985-December 31, 2002. ("Settlement End-User Settlement Subclass Member"). YOU ARE NOT A SETTLEMENT END-USER SUBCLASS MEMBER if you purchased Methionine: (1) directly from one of the Defendants, (2) for resale, (3) outside Kansas, (4) for pets or human consumption, or (5) for the government.

Under the terms of the Settlement Agreement, the Defendants have agreed to pay a total of \$ 1,600,000 to the Settlement End-User Subclass into an interest-bearing account if and when the settlement becomes final. If the settlement is finally approved by the Court and becomes effective, certain of these funds will be used to pay Court-approved administrative expenses, litigation costs, including attorneys' fees up to 33% of the total settlement amount. The Named Plaintiff, Premier

Pork, Inc. and its principal who testified in this case, which enabled the case to proceed on behalf of the class, will each request an incentive award of \$7,500.

B. THE MIDDLEMAN SETTLEMENT CLASS
YOU ARE A MIDDLEMAN SETTLEMENT CLASS MEMBER if you purchased Methionine in Kansas for resale between January 1, 1985-December 31, 2002. ("Middleman Settlement Class Member"). YOU ARE NOT A MIDDLEMAN SETTLEMENT CLASS MEMBER if you purchased Methionine: (1) directly from one of the Defendants, (2) outside Kansas, (3) for pets or human consumption, or (4) for the government.

Under the terms of the Settlement Agreement, certain Defendants have agreed to pay a total of \$75,000 to the Middleman Settlement Class into an interest-bearing account if and when the settlement becomes final. If the settlement is finally approved by the Court and becomes effective, certain of these funds will be used to pay Court-approved administrative expenses, litigation costs, including attorneys' fees up to 33% of the total settlement amount. The Named Plaintiff, Premier Pork, Inc. and its principal who testified in this case, which enabled the case to proceed on behalf of the class, will each request an incentive award of \$7,500.

C. SETTLEMENT PROCEEDS DISTRIBUTION
After payment of Court approved costs, fees, and incentive awards to the Named Plaintiff and its principal, the remainder of the Settlement proceeds for the two settlement classes will be distributed as follows:

1. *Cy Pres* distributions to universities and community colleges which function in mainly rural, livestock producing areas of the state in the amounts set forth below for scholarships to be presented annually in the amount of \$5,000 to an entering student interested in agriculture, economics, or teaching:
 - a) Emporia State University \$30,000
 - b) Pittsburg State University \$30,000
 - c) Fort Hays State University \$30,000
 - d) Garden City Community College \$20,000
 - e) Seward County Community College \$20,000
 - f) Dodge City Community College \$20,000
2. Remaining funds after the *cy pres* distribution shall be distributed as follows:
 - a) Settlement End-User Subclass will be distributed based on the proportion of Methionine each claimant has to the total Methionine of all claimants, who have not participated in previous methionine settlements. The Claims Administrator shall be provided with a list of the percentage of Methionine contained in various animal feeds for guidance from Plaintiffs and Defendants based on known feeding formulas requirements set forth in animal nutrition guidelines. Although the number of claimants or the size of each claim cannot be known at this time, no claimant will receive more than 200% of the approved Methionine claim. Remaining funds, if any, after distribution to the Settlement End-User Subclass will be distributed pro rata to the annual university and community college scholarship funds set forth above.
 - b) Middleman Settlement Class will be distributed based on the proportion of Methionine each claimant has purchased to the total Methionine purchases of all claimants, who have not participated in previous methionine settlements. Although the number of claimants or the size of each claim cannot be known at this time, no claimant will receive more than 200% of the approved Methionine claim. Remaining funds, if any, after distribution to the Middleman Settlement Class will be distributed pro rata to the annual university and community college scholarship funds set forth above.

ELECTION BY SETTLEMENT CLASS MEMBERS
If you fit the above description of a Settlement End-User Subclass Member or a Middleman Settlement Class Member, you have a choice whether or not to remain in the particular Subclass on whose behalf this lawsuit is being maintained and has been settled. You should understand the consequences of this choice in making your decision.

1. If you want to remain a member of the particular Settlement Subclass, you do not have to do anything at this time. By remaining a Settlement Class Member, any claims you have against the Defendants for damages under the Kansas antitrust laws arising from the Defendants' conduct as alleged by the Named Plaintiff will be settled as set forth above, you will share in that settlement as set forth above, and your claims against the Defendants will be released. As a member of the Settlement Class, you will be represented by Lead Class Counsel, Rex A. Sharp and Isaac L. Diel, but you will not be personally responsible for their fees or expenses since they will be paid out of the settlement proceeds. You may, of course, hire your own counsel to

represent you in the settlement at your own expense. You also have the right to opt out of the settlement. If you have questions, you may write to the Claims Administrator, Hay, Rice & Associates at P.O. Box 668, Liberal, KS 67905, or review additional materials at www.ksmethioninesettlement.com.

2. If you want to be excluded from either Settlement Subclass, you must notify the Claims Administrator, Hay, Rice & Associates at P.O. Box 668, Liberal, KS 67905 of your desire to be excluded by: (1) writing (not email or telephone), (2) stating your name, address, and telephone number (and that of attorney representing you, if any), (3) the amount of Methionine you purchased from January 1, 1985-December 31, 2002 or a good faith estimate of the amount of such purchases, and (4) mail the written exclusion so that it is received no later than January 2, 2006. By making this election to be excluded: (a) you will not share in any settlement that might be paid to Settlement Class member as a result of the settlement of this lawsuit; (b) you will not be bound by any decision in this lawsuit favorable to the Defendants and will not benefit from any decisions in this lawsuit favorable to the Named Plaintiff, and (c) you may present any claims you may have against the Defendants by filing your own lawsuit at your own expense. The filing of any objection to the settlement will not extend this exclusion deadline. If you are excluded, you have no right to object to the settlement.

HOW TO SHARE IN THE CASH SETTLEMENT

To share in the settlement proceeds of either Settlement Subclass set forth above, you must submit by mail a completed and signed Proof of Claim and Release no later than January 2, 2006 to the Claims Administrator. The Proof of Claim and Release can be obtained by written request to the Claims Administrator using the tear off form below and also can be obtained at www.ksmethioninesettlement.com.

FURTHER PROCEEDINGS

The Court has scheduled a hearing on January 31, 2006 at 1:30 p.m. in the Scott County Courthouse, 303 Court Street, Scott City, Kansas, 67871, for the purposes of determining whether (1) the Settlement Agreement is fair, adequate and reasonable and should be given final approval, (2) whether the Named Plaintiff and its principal should receive an incentive award and how much, (3) the amount of attorneys' fees and costs that should be awarded to Lead Class Counsel, and (4) interim payment of expenses to the Claims Administrator. Although you may attend this hearing, you are not required to do so to participate in the settlement. If you are a member of either Settlement Subclass and wish to support or object to the Settlement Agreement in writing or be heard at the hearing, you must file a sworn statement with the Clerk of the District Court of Scott County, 303 Court Street, Scott City, Kansas, 67871, which must include: (1) the class member's complete name and either business or residential address (and the lawyer representing you, if any), (2) a statement that you are either a Settlement End-User Subclass Member or Middleman Settlement Subclass Member based on the criteria set forth above, (3) each reason for support or objection to the settlement along with any supporting papers you wish the Court to consider, (4) the statement must be received by the Clerk on or before January 2, 2006. The date of the hearing may be changed by court order without further notice to the class. You may learn of any such change by checking the court record or consulting the website identified above.

ADDITIONAL INFORMATION

Any questions you have concerning the matters contained in this notice should not be directed to the Court but should be directed in writing to the Claims Administrator at Hay, Rice & Associates, P.O. Box 668, Liberal, KS 67905 or by referring to the website at www.ksmethioninesettlement.com.

The pleadings and other records in this litigation may be examined at any time during regular office hours at the Office of the Clerk, Scott County Courthouse, Scott City, Kansas.

DO NOT CALL THE COURT OR THE CLERK OF THE COURT.

Signed:
Robert J. Frederick
District Court Judge
REQUEST FOR CLAIM FORM
Name (print): _____
Business Name (print): _____
Address: _____
City: _____
KS Zip Code: _____
Telephone No. _____
Fax No. _____

I do hereby certify the foregoing to be a true copy of the document which is filed or is of record in my office.
Dated 10-3-05
Darlene Kohman
Clerk of District Court

PUBLIC NOTICE

Estate of Marsue Ruthie Watson

Published in The Norton Telegram on Friday, October 7, 14, 21, 2005. (3T)
IN THE DISTRICT COURT OF NORTON COUNTY, KANSAS
In the Matter of the Estate of MARSUE RUTHIE WATSON, Deceased.
Case No. 2004-PR-15

NOTICE OF HEARING ON PETITION FOR FINAL SETTLEMENT

The State of Kansas to All Persons Concerned

You are hereby notified that a petition has been filed on October 6, 2005, in said Court by the Co-Executors of the Estate of MarSue Ruthie Watson, deceased, praying for a final settlement of the estate, approval of their acts and proceedings as Co-Executors, allowance for attorneys' fees and expenses, determination of the heirs, devisees and legatees entitled to the

estate and assignment to them in accordance with the Will of MarSue Ruthie Watson, deceased. You are hereby required to file your written defenses thereto on or before October 31, 2005, at 9:30 a.m., on said day, in said Court, in the City of Norton, in Norton County, at which time and place said cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon said Petition.

Drake Gebhard
Cecilia Rae Hillebrand,
Petitioners
Rance E. Ames, #18059
HAHN & AMES, P.A.
353 F Street
Phillipsburg, KS 67661
785-543-2166 (v)
785-543-2167 (f)
Attorney for Petitioners

Get All the News from Norton County



THE NORTON TELEGRAM

PLEASE SEND A GIFT SUBSCRIPTION TO THE FOLLOWING ADDRESS
 PLEASE START A NEW SUBSCRIPTION FOR ME
 PLEASE ADD TO THE FOLLOWING SUBSCRIPTION

NAME: _____
 ADDRESS: _____
 CITY: _____ ZIP: _____
 STATE: _____

GIFT SUBSCRIPTION FROM _____ IS ENCLOSED
 MY CHECK FOR \$ _____

SUBSCRIPTION RATES—

NORTON, PHILLIPS, GRAHAM
 DECATUR & FURNAS COUNTIES:
 1 Year \$60.00
 6 Months \$32.00
 3 Months \$18.00
 ELSEWHERE IN KANSAS
 AND NEBRASKA:
 1 Year \$70.00
 6 Months \$37.00
 Student (9 Mo.) \$52.50
 Less than 6 Mo. would be \$15 per month
 ELSEWHERE IN US:
 1 Year \$76.00
 6 Months \$42.00
 Student (9 Mo.) \$57.00
 Less than 6 Mo. would be \$15 per month
 TAX IS INCLUDED

Where Do You Look When . . .

- Your spouse is elected to an office...
- Your children make the honor roll...
- Your teenagers are playing sports...
- Your community has a benefit...
- Your neighbor is honored...
- Your cousin is in the service...
- Your dad retires...
- Your daughter is married...
- Your grandson is born...
- Your taxes are raised...
- Your parents 50th Anniversary is celebrated...

The Same Place Thousands of Other People Do! They Read

THE NORTON TELEGRAM
 215 S. KANSAS, NORTON — (785) 877-3361