

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

**BMO HARRIS BANK N.A.**

**PLAINTIFF/  
CROSS-CLAIMANT**

**No. 3:16-cv-272-DPM**

**R.A.D. TRANSPORTATION LLC and  
CHARLES S. BRIGHT**

**DEFENDANTS**

**KARLA BRIGHT**

**INTERVENOR/  
CROSS-DEFENDANT**

**TOMMY W. WAGNER FARMS LLC and  
TOMMY W. WAGNER**

**GARNISHEES**

**ORDER ON WRITS OF GARNISHMENTS**

Witnesseth That;

Whereas, this matter is before the Court on the Court's Writs of Garnishment issued on behalf of Plaintiff BMO Harris Bank N.A., Intervenor Karla Bright's Objection to Garnishment, Garnishees Tommy W. Wagner Farms, LLC and Tommy W. Wagner, Jr.'s Answers to Plaintiff's garnishment Allegations and Interrogatories and Plaintiff BMO Harris Bank N.A.'s Cross-Claim against Karla Bright.

Now Therefore, based on the parties' joint stipulation and consent to the entry of this order and being fully advised under the circumstances, the Court hereby enters the following findings of fact, to-wit:

1. A certain Contract of Sale dated October 7, 2015, was entered into among Charles Bright and Karla Bright, as the sellers, and Tommy W. Wagner and Tommy W. Wagner Farms, LLC, as the buyers, pertaining to the sale and purchase of certain real

property located in Mississippi County, Arkansas, for a total sale price of \$1,800,000 and originally payable by buyers to sellers in equal and consecutive monthly installments of \$10,000 over thirty years (the "Contract of Sale").

2. On May 4, 2017, the Court entered Judgment in favor of Plaintiff BMO Harris Bank N.A. and against Defendant Charles S. Bright in the total sum of \$394,874.90 plus interest at the rate of 1.06% per annum until satisfied.

3. On March 20, 2018, upon application by Plaintiff, the Court issued its Writ of Garnishment to Garnishee Tommy W. Wagner Farms, LLC and its Writ of Garnishment to Garnishee Tommy W. Wagner directed to the garnishment of the indebtedness described below payable by Garnishees to Defendant Charles S. Bright, which writs of garnishment were truly and duly served on Garnishees on April 4, 2018.

5. In March 2017, the Contract of Sale was satisfied and cancelled by the oral agreement of the parties thereto and contemporaneously herewith superseded and replaced by said parties' written agreement whereby Garnishees agreed to pay to Charles Bright and Karla Bright the remaining sum \$657,612.79 plus interest thereon at the rate of 5% per annum (the "Agreed Balance") in fixed, certain, equal and consecutive monthly installments of \$3,850 on the first day of each calendar month commencing September 1, 2018, and continuing thereafter until paid in full, provided that Garnishees retain the right to pre-pay all or any portion of said principal and interest, without penalty. The aforesaid payment obligations are valid and enforceable.

Accordingly, by consent between the parties, the court enters the following order on the Court's March 20, 2018, Writs of Garnishment, Intervenor Karla Bright's Objection to Garnishment, Garnishees Tommy W. Wagner Farms, LLC and Tommy W. Wagner, Jr.'s Answers to Plaintiff's garnishment Allegations and Interrogatories and Plaintiff BMO Harris Bank N.A.'s Cross-Claim against Karla Bright, to-wit:

1. Regardless of any of Karla Bright's rights of survivorship, Plaintiff BMO Harris Bank N.A. is hereby awarded a continuing garnishment against and shall be entitled to receive as its sole and absolute property one-half (50%) of any and all amounts of the aforesaid Agreed Balance which are payable or paid by Garnishees until such payments shall have fully satisfied all amounts of principal and interest due on the aforesaid May 4, 2017, Judgment;

2. Commencing September 1, 2018, Garnishees Tommy W. Wagner Farms, LLC and Tommy W. Wagner shall pay directly to Plaintiff BMO Harris Bank N.A. one-half (50%) of the amounts of any and all installment payments, prepayments, partial payments and other payments of the aforesaid Agreed Balance which are payable or paid by Garnishees until such payments shall have satisfied in full all amounts of principal and interest due on the aforesaid May 4, 2017, Judgment; Provided, however, that the aforesaid payments to BMO Harris Bank shall not, in any instance or for any reason, be less than the sum of \$1,925 per month and all said payments shall be paid by Garnishees to BMO Harris Bank on the first day of each calendar month commencing September 1, 2018 (but shall not be considered past due until the tenth day of each month).

3. The garnishment proceeds of \$15,400 now held in the registry of this Court on account of this case shall be paid and distributed as follows: \$7,700.00 shall be paid to “BMO Harris Bank N.A.” and \$7,700.00 shall be paid to “Karla Bright.”

4. Except as otherwise set forth herein, each of the parties shall pay all of their own costs and attorney fees incurred in connection with these garnishment proceedings.

5. This order resolves all pending garnishment matters between the parties.

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So Ordered.

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United States District Judge  
6 September, 2018