

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

GERALD A. KELLOGG, an Individual,)	
)	
Plaintiff,)	8:07CV70
)	
v.)	
)	
NIKE, Inc., an Oregon Corporation, and)	ORDER
NIKE USA, Inc., an Oregon)	
Corporation,)	
)	
Defendants.)	
)	

This matter is before the court on the plaintiff's motion to enforce surety's liability by executing on the supersedeas bond, Filing No. [402](#). This court entered judgment for attorney's fees in favor of Kellogg and against Nike in the amount of \$387,755.00, plus costs in the amount of \$23,932.00. Filing No. [383](#). Nike appealed that judgment and this court stayed execution on the judgment after Nike posted its Supersedeas Bond No. 6675364, in the amount of \$500,000.00, naming Safeco Insurance Company of America and General Insurance Company of America as surety. Filing No. [391](#), Order; Filing No. [394](#), supersedeas bond. The defendants' appeal has now been dismissed. Filing No. [401](#), Mandate.

It appears that this is a proper case for the enforcement of the bond. As of the date of the filing of the plaintiff's motion, 614 days passed since the entry of judgment, accruing interest in the amount of \$2,423.88, for a total current Judgment of \$414,110.88, plus interest at the legal rate from and after September 26, 2011. See Filing No. [402](#), Ex. B. Accordingly, Pursuant to [Fed. R. Civ. P. 65.1](#),

IT IS ORDERED:

1. The Clerk of Court is directed to mail a copy of plaintiff's motion, attachments thereto, and this order to:

Safeco Insurance Company of America &
General Insurance Company of America
1001 4th Avenue, Suite 1700
Seattle, WA 98154

2. The surety shall respond to the motion within 14 days of the date of this order, at which time the matter will be considered submitted.

DATED this 28th day of September, 2011.

BY THE COURT:

s/ Joseph F. Bataillon

Chief District Judge

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