

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

**Kevin L. Jeter; Joe A. Jeter; Barbara Lucas; James H. Miller;
Sharon Rigsby Miller; Larry Smith; Janice Sue Parker v. Vetsus
Wild West Gas, LLC; Wild West Gas, Inc.; Bullseye Energy, LLC;
Fountainhead, LLC; KRS&K; CEP Mid-Continent, LLC; Robert M.
Kane; Louise Kane Roark; Ann Kane Seidman; Mark Kane; Pamela
Brown; Gary Brown; Gashoma, Inc.; Purgatory Creek Gas, Inc.;
Redbird Oil; White Hawk Gas, Inc.**

Jeter v. Vetsus Wild West Gas · No. No. 12-cv-411-JDR-CDL, consolidated with No. 15-cv-455-JDR-JFJ ·
Decided June 17, 2026

SUMMARY

In this consolidated action, the court addresses motions by Bullseye Energy, KRS&K, and CEP Mid-Continent for attorneys’ fees after prevailing on claims involving alleged contract, royalty, fraud, and RICO violations. The court denies the supplemental fee motion as untimely and concludes that fees may be awarded under Oklahoma’s Production Revenue Standards Act without a showing of bad faith. It applies reductions for fees attributable to nonmoving defendants, non-fee-bearing claims, and other inadequately supported work, and awards a substantially reduced amount of attorneys’ fees.

CASE DETAILS

COURT	United States District Court for the Northern District of Oklahoma
WRITING FOR THE COURT	John D. Russell
JURISDICTION	United States District Court for the Northern District of Oklahoma
DECIDED	June 17, 2026
DOCKET	No. 12-cv-411-JDR-CDL, consolidated with No. 15-cv-455-JDR-JFJ
DISPOSITION	other
PROCEDURAL POSTURE	After final judgment in consolidated contract, fraud, and RICO litigation, prevailing defendants moved under Federal Rule of Civil Procedure 54 and Oklahoma fee-shifting statutes to recover attorneys' fees from certain plaintiffs. The court also considered a motion to

	supplement the fee motion and a separate request for fees under Oklahoma's offer-of-judgment statute.
STANDARD OF REVIEW	The court independently reviewed the reasonableness and allocation of the requested fees; fee awards are committed to the trial court's discretion, but the moving parties bear the burden of proving entitlement and the amount of fees.
PRECEDENTIAL VALUE	Unknown; federal district court opinion with no reporter citation or stated precedential designation.

TOPICS

attorney fees costs civil procedure commercial litigation oil and gas

PRACTICE AREAS

civil procedure attorney fees contracts commercial litigation oil and gas

QUESTIONS PRESENTED

1. Whether a pro se plaintiff who opposed the fee motion could make arguments on behalf of other plaintiffs.
2. Whether the district court retained jurisdiction to decide a post-judgment fee motion while an appeal was pending.
3. Whether Oklahoma's American Rule required proof of bad faith or litigation misconduct despite a statute expressly authorizing reasonable fees under the Production Revenue Standards Act.
4. Whether the defendants' supplemental fee motion was timely under Federal Rule of Civil Procedure 54(d)(2)(B).
5. What amount of attorneys' fees was reasonable and properly allocable to the moving defendants' defense of fee-bearing claims.
6. Whether CEP could obtain an additional award under Oklahoma's offer-of-judgment statute without duplicating the prevailing-party fee award.

HOLDINGS

1. A pro se litigant may conduct his own case personally but may not represent or assert arguments on behalf of other parties.
2. A district court may decide a post-judgment motion for attorneys' fees while an appeal is pending because the fee determination is a collateral procedural and ministerial matter.
3. Bad faith or litigation misconduct is not a prerequisite to an award of reasonable attorneys' fees when a statute expressly authorizes prevailing-party fees under the Production Revenue Standards Act.
4. The motion to supplement the attorneys' fee request was untimely because it was filed outside Rule 54(d)(2)(B)'s fourteen-day deadline and was therefore denied.

5. A fee award must be limited to reasonable fees attributable to the moving defendants' defense of fee-bearing claims and must be apportioned among claims, parties, dismissed parties, settling parties, and nonmoving defendants.
6. CEP was not entitled to an additional fee award under Okla. Stat. tit. 12, § 1101.1(B) because the requested fees were not shown to be separate from the fees already awarded and a double recovery was unavailable.

KEY QUOTATIONS

“The resolution of a motion for attorneys’ fees is “a procedural and ministerial function over which the district court retains jurisdiction even if an appeal is pending.”” (at 3)

“The language of the statute is mandatory.” (at 5)

“The Court will not award fees and expenses to Defendants without some evidence that those fees were incurred in connection with fee-bearing work performed in defense of claims brought by the Plaintiffs who are the subject of Defendants’ motion” (at 7)

FACTUAL BACKGROUND

The consolidated litigation lasted more than ten years and involved claims for alleged contract breaches, fraud, nonpayment or underpayment of royalties under the Production Revenue Standards Act, and RICO violations. Bullseye Energy, KRS&K, and CEP Mid-Continent prevailed on all claims asserted against them, while some claims and parties were resolved by settlement, dismissal, or dispositive rulings. The defendants sought to charge substantial jointly incurred fees to multiple plaintiffs, although some plaintiffs asserted only non-fee-bearing RICO claims and some represented parties had settled or were not parties to the fee motion.

PROCEDURAL HISTORY

The defendants prevailed on all claims asserted against them, through settlements, dispositive orders, and judgment as a matter of law following trial. After entry of final judgment, Bullseye Energy, KRS&K, and CEP Mid-Continent sought more than \$1.6 million in fees from various plaintiffs and later moved to supplement the request. The court denied the supplemental motion as untimely, granted the original motion in part, apportioned and reduced the fees for non-fee-bearing claims and parties, and denied any additional offer-of-judgment recovery because it would duplicate the award.

DISPOSITION

other

CASES CITED

- Meeker v. Kercher, 782 F.2d 153, 154 (10th Cir. 1986)
- Spencer v. Oklahoma Gas & Electric Co., 2007 OK 76, 171 P.3d 890, 895
- Shadoan v. Liberty Mutual Fire Insurance Co., 1994 OK CIV APP 182, 894 P.2d 1140, 1144
- Lane v. Sunoco, Inc. (R&M), No. 03-cv-760-FHM, 2006 WL 8457138, at *1 (N.D. Okla. May 9, 2006)

- *Ellison v. GAB Robins, Inc.*, No. CIV 02-127 MV/LFG, 2006 WL 8444544, at *10 (D.N.M. Jan. 26, 2006)
- *Harris Market Research v. Marshall Marketing & Communications, Inc.*, 948 F.2d 1518, 1526 n.3 (10th Cir. 1991)
- *McKissick v. Yuen*, 618 F.3d 1177, 1196 (10th Cir. 2010)
- *Barnes v. Oklahoma Farm Bureau Mutual Insurance Co.*, 2000 OK 46, 11 P.3d 162, 179
- *7R/W Reda Pump v. Brewington*, 1992 OK 31, 829 P.2d 15, 22
- *Pioneer Equipment Rental, L.L.C. v. W.S. Bowlware Construction, Inc.*, 2008 OK CIV APP 32, 180 P.3d 694, 696
- *King v. Midland Credit Management, Inc.*, No. 11-cv-02808-CMA-BNB, 2013 WL 2236934, at *2 (D. Colo. May 21, 2013)
- *Parker v. Genson*, 2017 OK CIV APP 59, 406 P.3d 585, 588-91
- *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983)
- *Burk v. City of Oklahoma City*, 1979 OK 115, 598 P.2d 659
- *SFF-TIR, LLC v. Stephenson*, 452 F. Supp. 3d 1058, 1199, 1209 n.59 (N.D. Okla. 2020)
- *Case v. Unified School District No. 233, Johnson County, Kansas*, 157 F.3d 1243, 1254 (10th Cir. 1998)
- *Silver Creek Investments, Inc. v. Whitten Construction Management, Inc.*, 2013 OK CIV APP 49, 307 P.3d 360, 365
- *Jackson v. Gaspar*, No. 2:19-cv-10450-DOC-E, 2022 WL 2155975, at *6-*8 (C.D. Cal. Feb. 24, 2022)
- *C-P Integrated Services, Inc. v. Muskogee City-County Port Authority*, 2009 OK CIV APP 57, 215 P.3d 835, 841
- *A. Kush & Associates, Ltd. v. American States Insurance Co.*, No. 85 C 493, 1991 WL 101631, at *2 (N.D. Ill. May 31, 1991)
- *Taylor v. Chubb Group of Insurance Companies*, 1994 OK 47, 874 P.2d 806, 809
- *Folsom v. Century Life Assurance Co.*, 2021 OK CIV APP 50, 502 P.3d 1121, 1125
- *Lunn v. Continental Motors, Inc.*, 2025 OK 29, 568 P.3d 589, 592

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