, a Minor,

Plaintiffs,

VS.

GATEWAY CHURCH, JA'COLE CLARK, CALEB JEWELL, TIFFANY YOUNG, JOHN DOE #1, JOHN DOE #2, JOHN DOE #3 and JOHN DOE #4,

("Defendants"), by and through its attorney of record.

Defendants.

IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

17th JUDICIAL DISTRICT

AGREED FINAL JUDGMENT

Came on to be heard in open court Plaintiffs

Minor ("Plaintiffs") in person and by and through their attorney of record, C. Gregory Shamoun; and Stephen C. Maxwell, as Guardian Ad Litem for

a minor; and Defendants Gateway Church, Ja'Cole Clark, Caleb Jewell, Tiffany Young, John Doe #1, John Doe #2, John Doe #3 and John Doe #4

All parties announced to the Court that a Compromise Settlement Agreement and Release of All Claims ("Settlement Agreement") between Plaintiffs and Defendants has been reached relating to this case, that the parties waive their right to a jury and agree to proceed with a judge only. The Court, having considered said Settlement Agreement, and having read the pleadings and heard the evidence and arguments of counsel, is of the opinion and finds as follows:

Plaintiffs and Defendants have satisfactorily compromised and settled all of the claims, causes of action and issues existing among Plaintiffs and Defendants, which Settlement Agreement has been reduced to writing, signed by the respective parties thereto and their



Court's Minutes
Transaction #54

attorneys, and the original thereof filed with the papers of the Court, which Settlement Agreement is hereby made a part of the final judgment as though fully set out herein.

The Court finds that it has jurisdiction of the persons and subject matter herein.

After hearing the evidence presented, the Court is of the opinion and finds that the Settlement Agreement with respect to the minor Plaintiff, is fair and equitable and it is in the best interests of the minor Plaintiff, and further approves the acts and recommendations of Stephen C. Maxwell, a member in good standing of the State Bar of Texas, as Guardian Ad Litem on behalf of the minor Plaintiff,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Settlement Agreement between Plaintiffs and Defendants attached hereto as Exhibit "A" and incorporated herein by reference is hereby and in all things approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants are to pay



IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the rights to receive the future Periodic Payments described herein cannot be accelerated, deferred, increased or decreased by Plaintiff or any payee; nor shall Plaintiff or any Payee have the power to sell, mortgage, pledge, encumber or anticipate the periodic payments or any part thereof, by assignment or otherwise. The rights to receive periodic payments granted to the minor Plaintiff may not be sold, transferred, hypothecated, pledged, or otherwise alienated in any manner, directly or indirectly, without the prior approval of the then-sitting Judge of this Court, as evidenced by an Order approving such transaction entered after compliance with all requirements of the Structured Settlement Protection Act, Section 141.001, Texas Civil Practice and Remedies Code, as it now exists or may hereafter be amended, or any successor to such statute. Further, prior to any sale, transfer, hypothecation, pledge, or other alienation, the then-sitting Judge of this Court, must be presented with three (3) quotes from three (3) totally independent companies. A quote is defined as the amount of money that the purchaser is willing to pay the annuitant/payee for the right of the purchaser to receive the specified future periodic payments. Any purported or attempted sale, transfer, hypothecation, pledge, or other alienation of such payment rights that has not been so approved will be a direct violation of this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the entry of this Judgment is in the furtherance of the compromise and settlement of Plaintiffs' claims against Defendants, and that nothing contained herein shall operate as an admission of liability by Defendants or as a basis for later claims against Defendants and/or the persons and entities released by way of the Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that payment of the sums set forth in the Settlement Agreement operate as to Defendants as a full and complete release of this Judgment and from all past, present and/or future claims of Plaintiffs against Defendants based in any manner upon the events described in the pleadings on file in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all medical care providers or health insurance companies which allege or assert a subrogation interest in this action have waived such interest by failing to file a Petition in Intervention in a timely manner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Stephen C. Maxwell, Guardian



IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the foregoing cause be and is hereby dismissed with prejudice to the refiling of same as to Plaintiffs' claims against Defendants.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all other taxable costs of court incurred herein by the parties shall be borne by the party incurring same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief not specifically granted against Defendant herein is denied.

SIGNED this 12th day of December, 2016.

JUDGE PRESIDING

APPROVED AS TO FORM:

SHAMOUN & NORMAN, LLP

By:

C. Gregory Shamoun State Bar No. 18089650 Reese E. Wade State Bar No. 24100024

Levse Work

1800 Valley View Lane, Ste. 200 Farmers Branch, Texas 75234 214.987.1745 214.521.9033 Fax

ATTORNEY FOR PLAINTIFFS

APPROVED AS TO FORM:

BAILEY & GALYEN

By: Stephen C. Maxwell

Stephen C. Maxwell State Bar No. 13258500

1300 Summit Ave., Ste. 650 Fort Worth, TX 76102 817.276.6000 817.719.9484 Fax

APPROVED AS TO FORM:

MACDONALD DEVIN, P.C.

By:

David M. Macdonald State Bar No. 12755300 Jennifer D. LeBlanc State Bar No. 24002473

3800 Renaissance Tower 1201 Elm Street Dallas, Texas 75270-2014 (214) 744.3300 (214) 747.0942 (Fax)

ATTORNEYS FOR DEFENDANTS

Kristina M. Wigington

From:

Sent:

To:

Subject: Attachments:

Attached is the signed Agreed

Kristina M. Wigington

Tuesday, December 13, 2016 10:15 AM



Kristina Wigington

Kristina Wigington 17th Associate Clerk Tarrant County District Clerk's Office Civil Division 100 North Calhoun Street, 2nd Floor Fort Worth, Texas 76196 (817) 884-1839



TARRANT COUNTY THOMAS A. WILDER DISTRICT CLERK - CIVIL 100 N. CALHOUN ST., 2ND FLOOR

FORT WORTH, TEXAS 76196-0402

17th

DAVID M MACDONALD MACDONALD DEVIN PC 3800 RENAISSANCE TOWER 1201 ELM ST DALLAS TX 75270-2130



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2¹⁰⁰ FLOOR
FORT WORTH, TEXAS 76196-0402

17th

JENNIFER D LEBLANC MACDONALD DEVIN PC 3800 RENAISSANCE TOWER 1201 ELM ST DALLAS TX 75270-2014



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

7 7th

C GREGORY SHAMOUN SHAMOUN & NORMAN LLP 1800 VALLEY VIEW LN STE 200 FARMERS BRANCH TX 75234



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2*0 FLOOR
FORT WORTH, TEXAS 76196-0402

17th

STEPHEN C MAXWELL BAILEY & GALYEN 1300 SUMMIT AVE STE 650 FORT WORTH TX 76102



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

17th

MATTHEW T VALERIANE SHAMOUN & NORMAN, LLP 1755 WITTINGTON PL, STE 200, LB 25 DALLAS TX 75234



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

1711

REESE E WADE SHAMOUN & NORMAN LLP 1800 VALLEY VIEW LN STE 200 FARMERS BRANCH TX 75234