#### CAUSE NO. 348-318681-20

AS NEXT	FRIEND OF	§	IN THE DISTRICT COURT
A MINOR CHILD,		§	
		§	
	Plaintiff,	§	
<b>v.</b>		§	TARRANT COUNTY, TEXAS
		§	
		§	
GATEWAY CHURCH,		§	
		§	
	Defendant.	§	348th JUDICIAL DISTRICT

### FINAL JUDGMENT DISPOSING OF ALL CLAIMS

On this day came to be heard the above-entitled and numbered cause, and appeared Plaintiff

Next Friend of Minor, by and through her attorney (the "Minor") also appeared through Lynne Nash, the duly appointed Guardian Ad Litem, Lynne Nash. Defendant Gateway Church appeared by and through its attorneys of record. All parties having waived a jury, it was announced to the Court that an agreement for settlement of all matters in controversy, approved and recommended by the parties and the Guardian Ad Litem, had been entered, subject to the approval of the Court; and

It was then announced, subject to the approval of the Court, a compromise and settlement was being made of disputed claims and that the parties entered into a confidential Compromise Settlement Agreement and Release in full settlement of all claims of Plaintiff against Defendants. It was further announced that said Compromise Settlement Agreement and Release was being made on disputed claims against Defendants and that Defendants denied any liability to the Plaintiff. Defendants agreed to enter into the compromise settlement agreement solely to buy peace, without admitting any liability.

The Court having heard the pleadings and evidence finds as follows:

- 1. The terms of the Compromise Settlement Agreement and Release are understood by all parties to this suit, and all of them have agreed to such terms;
- 2. The Compromise Settlement Agreement and Release is in the best interest of the minor,
- 3. Such sums as are awarded to the Plaintiff , a minor, by the Court in this Judgment are accepted in full and final payment of any and all claims and causes of action which may have been asserted or might be asserted for damages against Defendant Gateway Church alleged to have been sustained by Plaintiff a minor in the incident which forms the basis of this suit;

It is therefore ORDERED, ADJUDGED, AND DECREED that Defendant Gateway Church shall pay or have paid on their behalf to the Minor the sums set forth in the confidential Compromise Settlement and Release Agreement which has been presented to and approved by this Court. These sums are to be apportioned in accordance with the terms of the Guardian Ad Litem Report.

It is further ORDERED, ADJUDGED, AND DECREED that the sum awarded to the



b. Paid into the Registry of the Court for the use and benefit of the Minor. The Court Clerk is ORDERED to place these funds into a savings account, certificate of deposit or interest-bearing account at an institution authorized by Section 142.004 of the Texas Property Code for the use and benefit of the Minor. The funds may be withdrawn without further Order of this court when the Minor reaches the age of eighteen (18), upon presentation of a birth certificate, Social Security card, and/or other appropriate identification that provides appropriate proof that the Minor has reached the age of eighteen (18). It is further ORDERED that the Tarrant County

District Clerk shall add any future deposits to the original sum awarded to said Minor without further Order of the Court.

It is further ORDERED, ADJUDGED, AND DECREED by this Court that the amounts payable pursuant to the Confidential Settlement and Release Agreement shall constitute damages received on account of personal physical injuries or physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986 as amended and that no portion of such amounts shall constitute property damages, exemplary damages, or punitive damages.

It is further ORDERED, ADJUDGED, AND DECREED by this Court that reasonable fees are to be awarded to the Guardian Ad Litem, Lynne Nash, in the amount of S\_\_\_\_\_\_\_. Such Guardian Ad Litem fees shall be taxed against Defendant and shall be paid directly to the Guardian Ad Litem.

It is further ORDERED, ADJUDGED, AND DECREED that the Guardian Ad Litem, Lynne Nash, is hereby released and discharged from any further duties as Guardian Ad Litem for the Minor,

As this Judgment has been fully and finally paid, satisfied, and discharged in full, it is ORDERED, ADJUDGED, AND DECREED by the Court that Defendant Gateway Church and its respective agents, employees, servants, representatives, insurers, successors, and assigns (as more fully defined in the Confidential Settlement and Release Agreement approved by the Court) stand fully released and discharged of and from all liabilities, claims, demands and causes of action of whatsoever nature asserted or which might have been asserted herein, known or unknown, accrued or to accrue, arising from or in any manner growing out of the occurrence made the basis of this suit, and no execution shall ever issue against Defendants.

It is further ORDERED that any and all claims and causes of action of the Plaintiff not previously disposed of against Defendant be and are hereby DISMISSED WITH PREJUDICE.

All relief not expressly granted herein is hereby DENIED.

SIGNED this 18th day of 0 mil , 2024.

JUDGE PRESIDING J

## **AGREED AS TO FORM:**

/s/ Lindsey M. Rames
Lindsey M. Rames
Texas State Bar No. 24072295
lindsey@rameslawfirm.com
RAMES LAW FIRM, P.C.
3710 Rawlins Street #975
Dallas, Texas 75219
Telephone: (214) 884-8860

Facsimile: (888) 482-8894

ATTORNEY FOR PLAINTIFFS

/s/ Paul J. Downey
MACDONALD DEVIN MADDEN
KENEFICK & HARRIS, P.C.
Paul J. Downey
State Bar No. 24080659
pdowney@macdonalddevin.com
12770 Coit Rd.
11th Floor
Dallas, TX 75251
214.744.3300 (Telephone)
214.747.0942 (Facsimile)
ATTORNEYS FOR DEFENDANT
GATEWAY CHURCH

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