

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**KAYLA WATSON, P.M., M.W., &
J.C. LOVE, III,**)
)
)
Plaintiffs,)
)
v.)
)
**RUSSELL MICHAEL BAILEY &
CENTURION-EAGLE AUTO
TRANSPORT, INC.,**)
)
Defendants.)

Case No.: 2:15-cv-00880-WHA

(wo)

ORDER APPROVING PRO AMI SETTLEMENT

This case, having come before this Court and the Parties having appeared in person and/or by and through counsel, and the Court having conducted an evidentiary hearing, and considered the pleadings, stipulations and representations of the Guardian Ad Litem, the Parties, and their counsel, the Court now finds as follows:

1. Plaintiffs bring this action to recover damages for personal injury arising out of a motor vehicle accident that occurred on or about October 30, 2013.
2. Plaintiff Kayla Watson, the Mother, Next Best Friend and Guardian of Minor Plaintiffs P.M. and M.W., and the Guardian Ad Litem for Minor Plaintiffs have reported the doctors who examined Minor Plaintiffs following the accident found Minor Plaintiffs did not suffer any acute injury as a result of the subject accident. To date, Minor Plaintiffs have incurred the following medical expenses allegedly due to the subject accident. The proposed settlement takes into account any expenses incurred for past, present and future medical expenses.

- a. Minor Plaintiff P.M.'s medical bills total \$745.00; and
 - b. Minor Plaintiff M.W.'s medical bills total \$506.09.
3. Plaintiff Kayla Watson, as Mother, Next Best Friend and Guardian of Minor Plaintiffs P.M. and M.W., has stipulated the proposed settlement is in the best interest of her minor children and, upon examination in open court, this Court determined Plaintiff Kayla Watson joins the stipulation of pro ami settlement and moves for approval of the settlement. The Guardian Ad Litem for the Minor Plaintiffs has filed a report recommending that the settlement be approved, and has testified accordingly. The Court finds the Pro Ami Settlement is in the best interests of the Minor Plaintiffs P.M. and M.W.
4. It is, therefore, ORDERED, ADJUDGED, AND DECREED by the Court as follows:
 - a. That the proposed Pro Ami Settlement be, and the same is hereby, approved, and the Minor Plaintiffs shall have and recover of Defendants the total sum of:
 - i. Twenty-Five Hundred Dollars and No Cents (\$2,500.00) for Minor Plaintiff P.M.; and
 - ii. Twenty-Five Hundred Dollars and No Cents (\$2,500.00) for Minor Plaintiff M.W.
 - b. That the settlement proceeds for Minor Plaintiff P.M. shall be paid by Defendants directly to counsel for said minor plaintiff, and that said settlement proceeds will be distributed by said minor plaintiff's attorney as follows:

- i. A total sum of \$989.29 shall be paid to Willis, Floyd & Associates, as attorneys for Minor Plaintiff P.M., which consists of \$625.00 in attorney's fees and \$364.29 in reasonable expenses incurred;
 - ii. A total sum of \$282.00 shall be paid to Baptist Medical Center East in satisfaction of any outstanding bill for charges and/or liens incurred in the treatment of Minor Plaintiff P.M.;
 - iii. A total sum of \$463.00 shall be paid to HRRG/Team Health E.R. Physician in satisfaction of any outstanding bill for charges and/or liens incurred in the treatment of Minor Plaintiff P.M.; and
 - iv. A total remaining sum of \$765.71 shall be paid to Plaintiff Kayla Watson, as Mother, Next Best Friend and Guardian of Minor Plaintiff P.M., pursuant to the Facility of Payments to Minors Act, Alabama Code § 26-2A-6, to be used for the health, support, education, and maintenance of said minor plaintiff.
- c. That the settlement proceeds for Minor Plaintiff M.W. shall be paid by Defendants directly to counsel for said minor plaintiff, and that said settlement proceeds will be distributed by said minor plaintiff's attorney as follows:
- i. A total sum of \$973.04 shall be paid to Willis, Floyd & Associates, as attorneys for Minor Plaintiff M.W., which consists of \$625.00 in attorney's fees and \$348.04 in reasonable expenses incurred;

- ii. A total sum of \$43.09 shall be paid to Medicaid in satisfaction of any outstanding bill for charges and/or liens incurred in the treatment of Minor Plaintiff M.W.;
 - iii. A total sum of \$463.00 shall be paid to HRRG/Team Health E.R. Physician in satisfaction of any outstanding bill for charges and/or liens incurred in the treatment of Minor Plaintiff M.W.; and
 - iv. A total remaining sum of \$1,020.87 shall be paid to Plaintiff Kayla Watson, as Mother, Next Best Friend and Guardian of Minor Plaintiff M.W., pursuant to the Facility of Payments to Minors Act, Alabama Code § 26-2A-6, to be used for the health, support, education, and maintenance of said minor plaintiff.
- d. That counsel for Minor Plaintiffs shall resolve any and all liens from the settlement proceeds, and that Defendants are not responsible for any outstanding liens involving any plaintiff in this action;
 - e. That the Guardian Ad Litem fee in the sum of \$750.00 is awarded to J C Love for professional services as Guardian Ad Litem in this cause, with said fee to be paid by Defendants directly to J C Love within thirty (30) days from the date of this Order;
 - f. That upon payment of the settlement amount, Defendants shall have discharged their obligations under the settlement, and shall be discharged and released from any further liability to Minor Plaintiffs P.M. and M.W. arising out of the motor vehicle accident made the basis of this lawsuit, and all claims which were, or possibly could have been, asserted in this

action by said minor plaintiffs and against Defendants are hereby merged in this judgment and forever barred;

- g. That any and all claims asserted by Minor Plaintiffs P.M. and M.W. against Defendants are hereby dismissed with prejudice; and
- h. That all court costs and filing fees are taxed as paid.

DONE this 27th day of September, 2016.

/s/ W. Harold Albritton
W. HAROLD ALBRITTON
SENIOR UNITED STATES DISTRICT JUDGE