

United States District Court
Southern District of Texas

ENTERED

May 17, 2018

David J. Bradley, Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**KELLY HOLT, Individually, JEDIDIAH §
HOLT, Individually, GEORGIA DEAN, As §
Next Friend of J.R.H., A Minor, and §
JAMES RICHARD HOLT, Independent §
Executor of the Estate of JESSIE ROSS §
HOLT, Deceased §**

vs.

**ST. LUKE'S HEALTH SYSTEM d/b/a §
CHI ST. LUKE'S PATIENTS MEDICAL §
CENTER, PMC HOSPITAL, L.L.C. d/b/a §
CHI ST. LUKE'S PATIENTS MEDICAL §
CENTER, KEVIN A. LISMAN, M.D., §
HOUSTON CARDIOVASCULAR §
ASSOCIATES; and EVAN B. TOW, D.O. §**

CIVIL ACTION NO.

4:16-CV-02898

AGREED FINAL JUDGMENT

ON THIS DAY, came on for consideration the parties' Agreed Motion for Entry of Agreed Final Judgment in the above entitled and numbered cause wherein Kelly Holt, Individually, Jedidiah Holt, Individually, Georgia Dean as Next Friend of J.R.H., a Minor, and James Richard Holt, Independent Executor of the Estate of Jessie Ross Holt, are the Plaintiffs and St. Luke's Health System d/b/a CHI St. Luke's Patients Medical Center, PMC, Hospital L.L.C. d/b/a CHI St. Luke's Patients Medical Center, Kevin A. Lisman, M.D., Houston Cardiovascular Associates, and Evan B. Tow, D.O. are the Defendants. All parties have previously appeared in person or by and through their attorneys of record. The parties above have announced to the Court that they have compromised, settled, and/or otherwise resolved all matters in controversy between them, that they waived their rights to trial by jury, and that they desired to submit this case to the Court for final

judgment.

I.

The Court has heard evidence and testimony regarding the proposed settlement, and after considering these pleadings, evidence and arguments of counsel, the Court is of the opinion and finds that the liability of these Defendants is uncertain, doubtful and disputed; that Plaintiffs are fully informed with respect to the facts of liability, the doubtful and disputed nature of the cause of action, and the nature and extent of damages claimed; and that with full knowledge of such facts, the parties have agreed to compromise, settle and/or otherwise resolve this action for the consideration set forth in the parties' Compromise Settlement Agreements and Full Releases and described to the Court on May 15, 2018.

II.

The terms of the Compromise Settlement Agreements and Full Releases, incorporated herein by reference, were presented to the Court, including: the full release of all claims and causes of action against the Defendants by the Plaintiffs; and the amounts to be paid by the Defendants to the Plaintiffs. The executed originals of the Compromise Settlement Agreements and Full Releases will be retained by the Parties.

The Court is further of the opinion and finds that the agreement to settle all claims, demands and causes of action against all Defendants is reasonable, fair, just and in the best interest of the minor, J.R.H., and the Compromise Settlement Agreements and Full Releases are in all respects approved, incorporated and made a part of this Order.

III.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that, as agreed by all

parties, Plaintiffs will receive from Defendants, the sums and amounts specifically set forth in the Compromise Settlement Agreements and Full Releases.

The Court hereby finds that the amounts to be paid to Plaintiffs are damages only on account of personal injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

IV.

It is further, **ORDERED, ADJUDGED AND DECREED** that a portion of the settlement amount, in the sum specifically set forth in the Compromise Settlement Agreements and Full Releases, be paid by Defendants to Prudential Assigned Settlement Services Corporation or the use and benefit of minor Jxxxxx R. Hxxx.

V.

It is further, **ORDERED, ADJUDGED AND DECREED** that the rights to receive periodic payments granted to the minor Plaintiff in this Judgment 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, §§ 141.001, Texas Civil Practice and Remedies Code, as it now exists or may hereafter be amended, or any successor to such statute. 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.

VI.

It is further **ORDERED, ADJUDGED and DECREED** that a portion of the settlement amount, in the sum specifically set forth in the Compromise Settlement Agreements and

Full Releases, be paid by Defendants to The Onstad Law Firm as attorneys for Plaintiffs, out of which all attorneys' fees, expenses, costs, and liens shall be paid or resolved.

VII.

It is further **ORDERED, ADJUDGED and DECREED** that no execution shall issue if the above consideration is timely paid.

VIII.

It is further **ORDERED, ADJUDGED and DECREED** that Gail Brownfeld, Guardian Ad Litem for the minor Jxxxxx R. Hxxx, be allowed a reasonable fee for her services in the amount of \$ 20,268.50 to paid in three equal shares by or on behalf of the St. Luke's Health System entities, Kevin Lisman, M.D. and Houston Cardiovascular Associates, and Evan Tow, D.O.

IX.

It is further **ORDERED, ADJUDGED and DECREED** that the taxable costs of Court will be paid by the party incurring same or pursuant to the parties' Compromise Settlement Agreements and Full Releases.

IX.

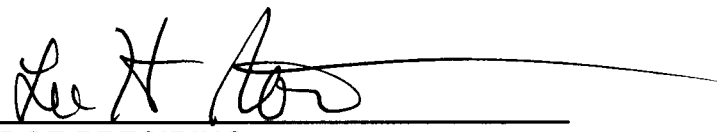
It is further **ORDERED, ADJUDGED AND DECREED** that any and all relief sought or prayed for by any of the parties herein, or which might have been prayed for by any of the parties herein, which is not expressly granted in this judgment, is hereby in all things **DENIED.**

X.

IT IS FURTHER ORDERED that the parties' Agreed Motion for Entry of Agreed Final Judgment is **GRANTED**, and the claims of Plaintiffs Kelly Holt, Individually, Jedidiah Holt, Individually, Georgia Dean as Next Friend of J.R.H., a Minor, and James Richard Holt,

Independent Executor of the Estate of Jessie Ross Holt, against Defendants St. Luke's Health System d/b/a CHI St. Luke's Patients Medical Center, PMC, Hospital L.L.C. d/b/a CHI St. Luke's Patients Medical Center, Kevin A. Lisman, M.D., Houston Cardiovascular Associates, and Evan B. Tow, D.O. are hereby dismissed with prejudice as to the refiling of same.

SIGNED THIS the 15th day of May, 2018.



JUDGE PRESIDING

APPROVED AS TO FORM AND ENTRY REQUESTED:

THE ONSTAD LAW FIRM

By: /s/ Rockne W. Onstad

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By: /s/ Gary Sommer

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