

2009 WL 10653565 (Tex.Dist.) (Trial Order)
District Court of Texas.
127th Judicial District
Harris County

June WILLIAMS, Individually a/n/f Jase Williams, **Minor**,
v.
Linda and Clarence WILLIAMS.

No. 2008-02296.
September 10, 2009.

Judgement

Approved By: June Williams, Individually, and as Next, Friend of Jase Mason, a **Minor**, Ashish Mahendru, Guardian Ad Litem for Jase Mason, a **Minor**, Scott A. Sanes, Attorney for Plaintiffs.

David H. Bradley, Attorney for Defendants.

R. K. Sandill, Judge.

*1 Came on to be heard the above styled and numbered cause, and came the Plaintiff. JUNE WILLIAMS, Individually and as next Friend of JASE MASON, a **Minor** by their attorney and all parties having waived a jury, it was announced in open Court that the Defendant was agreeable to paying a total of Ninety Five Thousand and No/100 Dollars (\$95,000.00) and periodic payments with a present value of One Hundred Fifty Five Thousand and No/100 Dollars (\$155,000.00) and the fees of the Guardian Ad Litem, in compromise settlement of any and all claims, debts, obligations or causes of action of whatsoever nature that the Plaintiffs have or may have against them, growing out of or in any way incident to injuries and damages sustained on or about July 2, 2007. in Harris County. Texas; and

The Court having heard the pleadings, is of the opinion that there is a potential conflict of interest between JUNE WILLIAMS. Individually and as next friend of JASE MASON, a **Minor**. and it is therefore ORDERED that Ashish Mahendru. an attorney at law of the Texas Bar, be and is hereby appointed Guardian Ad Litem to protect the interests of said **minor** child. JASE MASON, herein: and

Said Guardian Ad Litem having investigated the facts in connection with said suit, and the nature and extent of injuries sustained by the **minor**. JASE MASON, did together with the Plaintiff. JUNE WILLIAMS, announce in open Court their opinion that said offer of settlement was just, fair and reasonable, and in the best interest of said **minor** child; and

The Court having heard evidence as to the manner in which said accident occurred, out of which this suit arises, and having inquired carefully into the nature, extent and duration of the injuries sustained by JASE MASON, a **Minor**, are of the opinion that said offer of compromise made by the Defendants is just, fair and reasonable, and in the best interest of said **minor** child and ought to be approved, and it is so ORDERED.

It is a further ORDER of this Court that settlement providing for a present payment of Ninety Five Thousand and No/100 Dollars (\$95,000.00) and periodic payments with a present value of One Hundred Fifty Five Thousand and No/100 Dollars (\$155,000.00) on behalf of JUNE WILLIAMS. Individually, and as next Friend of JASE MASON, a **Minor**, to be apportioned as follows:

June Williams and her attorneys

Scott A. Sanes, Rice & Sanes, LLP

\$88,000.00 (Eighty Eight Thousand and No/100 Dollars)

It is a further ORDER of the Court that the sum of \$7,000.00 (Seven Thousand and No/100 Dollars) be paid into the registry of the Court, to the District Court, Harris County, Texas, in its official capacity, for the sole use and benefit of JASE MASON and then to be invested by the District Clerk at the competitive rate of interest in savings accounts, certificates of deposit or interest-bearing time deposits at federally insured federal institutions authorized by Section 142.004, Texas Property Code, there to remain until further order of the Court, upon proper application of the **minor** reaching the age of majority, or upon proper application to the Court of the parent or guardian.

***2** It is a further ORDER of the Court that a \$155,000.00 (One Hundred Fifty Thousand and No/100 Dollars) cash payment be structured settlement **annuities** for the benefit of JASE MASON as described as follows.

One Thousand Fifty Seven Dollars (\$1,057.00) paid on the twelfth (12th) day of each month, beginning on September 12, 2024, and continuing for the life of Jase Mason. The aforesaid payments are guaranteed to be paid for a period of four hundred eighty (480) months, with the last guaranteed payment to be made on August 12, 2064.

Seven Thousand Three Hundred Fifty Three Dollars (\$7,353.00) paid on the twelfth (12th) day of every September, beginning on September 12, 2024. The aforesaid payments are guaranteed for a period of four (4) years, with the last guaranteed payment to be made on or about September 12, 2027.

Should Jase Mason die on or before August 12, 2064, and any guaranteed payments remain, the Periodic Payments set forth in Subparagraph 1.A.(1) shall instead be paid, subject to the provision of Subparagraph 1.A.(3) below, as they become due, to the Estate of Jase Mason ("Beneficiary"), with the last guaranteed Periodic Payment to be made on August 12, 2064.

The Payee shall have the right, after reaching the age of majority, to submit a request to change the Beneficiary by filing a written request with the owner of the **Annuity** Contract. The change will be effective when approved by both the owner of the **Annuity** Contract and the **Annuity** Issuer. Any change in the Beneficiary shall not in any way affect or alter any of the provisions of this Agreement.

This Agreement is entered to conform with the requirements of [Internal Revenue Code Sections 104\(a\)\(2\) and 130](#). All provisions of this Agreement should be construed in a manner so as to effectuate that intent.

It is a further ORDER of the Court that said Guardian Ad Litem Ashish Mahendru be allowed a fee of \$2,500.00 (Two Thousand Five Hundred Dollars), to be taxed as Court costs herein.

It is a further ORDER of this Court that once this judgment has been paid and satisfied in full, it is ORDERED that no execution issue thereon, save and except for the fees of the Guardian Ad Litem, which are taxed against the Defendant.

It is further ORDERED, ADJUDGED and DECREED that all relief which has been sought herein by any party to this lawsuit which has not been expressly granted herein, is in all things expressly denied.

RENDERED and SIGNED this *10th* day of *December* 2009.

<<signature>>

JUDGE PRESIDING

APPROVED BY:

<<signature>>

JUNE WILLIAMS, Individually, and as Next

Friend of JASE MASON, a **Minor**

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Ashish Mahendru, Guardian Ad Litem

for JASE MASON, a **Minor**

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SCOTT A. SANES

Attorney for Plaintiffs

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DAVID H. BRADLEY

Attorney for Defendants

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