

2013 WL 12090285 (Tex.Dist.) (Trial Order)
District Court of Texas.
193rd Judicial District
Dallas County

Troy VOLKMANN and Shawn Volkman, Individually and as Next Friends
to Colby Volkman, a **Minor**, and Kendall Volkman, a **Minor**, Plaintiffs,
v.

DILL AIR CONTROLS PRODUCTS, LLC, Discount Tire Co.,
Inc., and Discount Tire Company of Texas, Inc., Defendants.

No. 10-07267.
August 22, 2013.

Final Judgment

[Jacob Boswell](#), State Bar No. 24061269, 10874 Piano Road, Suite A, Piano, TX 75206, 972-613-5379, Ad Litem for **Minor** plaintiffs Colby and Kendall Volkman.

[Stewart D. Matthews](#), State Bar No. 24039042, [E. Todd Tracy](#), State Bar No. 20178650, The Tracy Firm, 5473 Blair Road, Suite 200, Dallas, Texas 75231, Counsel for plaintiffs, Troy Volkman and Shawn Volkman, Individually and as Next Friends to Colby Volkman, a **Minor**, and Kendall Volkman, a **Minor**.

[Dena L. Mathis](#), State Bar No. 13191950, Kyle Mathis & Lucas LLP, 8226 Douglas Ave., Suite 450, Dallas, Texas 75225, Counsel for defendants Discount Tire Co., Inc., and Discount Tire Company of Texas, Inc.

[Stephen R. Marsh](#), State Bar No. 13019700, [David Klosterboer](#) and Associates, 1301 E. Collins Blvd., Suite 490, Richardson, Texas 75081, Counsel for defendant Dill Air Controls Products, LLC.

[Todd M. Murphy](#) (PHV), Clausen Miller P.C., IL State Bar No. 6280687, tmurphy@clausen.com, 10 S. LaSalle Street, 16th floor, Chicago, Illinois 60603, Tel: (312) 606-7697, Fax: (312) 606-7777, [R. Brent Cooper](#), Cooper & Scully, P.C., State Bar No. 04783250, Brent.Cooper@cooperscully.com, 900 Jackson Street, Suite 100, Dallas, Texas 75202, Tel: (214) 712-9501, Fax: (214) 712-9540, Counsel for defendant Shanghai Baolong Automotive Corporation.

[Carl Ginsberg](#), Judge.

***1** On this day came on for consideration the above numbered and styled cause, and came Plaintiffs Troy Volkman and Shawn Volkman, Individually and as Next Friends to Colby Volkman, a **Minor**, and Kendall Volkman, a **Minor**, and came Defendants, Dill Air Controls Products, LLC (herein referred to as “Dill”), Discount Tire Co., Inc., and Discount Tire Company of Texas, Inc. (herein referred to as “DTC-TX”) and Shanghai Baolong Automotive Corporation (“herein referred to as “Shanghai”), (collectively the “Defendants”), Plaintiffs and Defendants appeared by and through their attorneys of record, and the parties, having waived a jury, announced in open Court that they have agreed to a settlement of any and all claims, debts, obligations or causes of action of whatsoever nature that the Plaintiffs have or may have against Defendants growing out of, or in any way incident to damages allegedly sustained by Plaintiffs, more specifically described in the pleadings on file herein; and

The Court, having inquired carefully into the nature, extent and duration of the damages sustained by the **minors**, Colby Volkman and Kendall Volkman, is of the opinion that said settlement is fair, just and reasonable and ought to be approved and it is so ORDERED.

IT IS ORDERED by the Court that Colby Volkman and Kendall Volkman, **Minor** Plaintiffs, will receive future periodic payments, as provided by, and in accordance with, the terms and conditions of the Settlement Agreement with DTC-TX. The **annuity** premium check(s) shall be delivered to Structured **Annuities**, Inc. at 4330 West Vickery Boulevard, Fort Worth, Texas 76107. The **annuity** to provide the periodic payments to Colby Volkman and Kendall Volkman, **Minor** Plaintiffs, will be purchased through Metropolitan Life Insurance Company with a “Qualified Assignment” to MetLife Tower Resources Group, Inc. and will provide the following periodic payments: Colby Volkman, Payee:
Commencing at age 28 (03/15/2027), \$4,720.68 payable annually for 3 years certain only. The last guaranteed payment is due 03/15/2029.

Kendall Volkman, Payee:

Commencing at age 28 (01/21/2030), \$5,332.39 payable annually for 3 years certain only. The last guaranteed payment is due 01/21/2032.

IT IS FURTHER ORDERED by this Court that the Insurer on behalf of Dill fund the following future periodic payments outlined below as provided by, and in accordance with, the terms and conditions of the Settlement Agreement and Release with Dill. It is understood that the obligation to make the above referenced periodic payments may be assigned within the meaning of [Section 130\(c\) of the Internal Revenue Code of 1986](#), as amended to *Prudential Assigned Settlement Services Corporation* (the “Assignee”). The Assignee may fund the periodic payment obligation through the purchase of an **annuity** policy from *The Prudential Insurance Company of America*.

Payee: Colby Volkman

- 1) \$6,500.00 guaranteed lump sum payable on 03/15/2027;
- 2) \$ 10,000.00 guaranteed lump sum payable on 03/15/2030;
- 3) \$21,353.88 guaranteed lump sum payable on 03/15/2033.

*2 Payee: Kendall Volkman

- 1) \$7,500.00 guaranteed lump sum payable on 01/21/2030;
- 2) \$10,000.00 guaranteed lump sum payable on 01/21/2033;
- 3) \$25,315.95 guaranteed lump sum payable on 01/21/2036.

IT IS FURTHER ORDERED by the Court that Colby Volkman and Kendall Volkman, **Minor** Plaintiffs, will receive future periodic payments, as provided by, and in accordance with, the terms and conditions of the Release and Settlement Agreement with SHANGHAI BAOLONG AUTOMOTIVE CORPORATION. The **annuity** premium check(s) shall be delivered to Structured **Annuities**, Inc. at 4330 West Vickery Boulevard, Fort Worth, Texas 76107. The **annuity** to provide the periodic payments to Colby Volkman and Kendall Volkman, **Minor** Plaintiffs, will be purchased through United of Omaha Life Insurance Company with a “Qualified Assignment” to Mutual of Omaha Structured Settlement Company and will provide the following periodic payments: Colby Volkman, Payee:

Guaranteed Lump Sum Payments:

\$ 20,000.00 due on 03/15/2027

\$ 25,000.00 due on 03/15/2030

\$ 30,000.00 due on 03/15/2033

\$ 65,000.00 due on 03/15/2036

\$ 75,000.00 due on 03/15/2039

\$ 153,335.57 due on 03/15/2042

Kendall Volkman, Payee:

Commencing 01/21/2033, Kendall Volkman will receive \$7,181.83 annually for 5 years (5 payments) guaranteed. The last guaranteed payment will be due 01/21/2037.

IT IS FURTHER ORDERED, that the rights to receive periodic payments granted to the **minor** child 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 evidence 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 may 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. Guardian Ad Litem to be paid \$2,480.00, prorate by all three Defendants (Discount Tire entitles control as are)

It is further ORDERED that all claims which were or could have been asserted by Plaintiffs herein against Defendants are fully and finally resolved by the terms of this Judgment and are dismissed with prejudice to the refiling of same. Any relief not expressly granted herein is DENIED.

SIGNED this the 22nd day of August, 2013.

<<signature>>

JUDGE PRESIDING

APPROVED AS TO FORM AND CONTENT:

<<signature>>

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ATTORNEY AD LITEM FOR **MINOR** PLAINTIFFS COLBY AND KENDALL VOLKMANN

APPROVED AS TO FORM:

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***3** <<signature>>

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