

2022 WL 1090184 (Tex.Dist.) (Trial Order)
District Court of Texas,
57th Judicial District.
Bexar County

Brandon SMITH, Individually and as Next Friend of Hailey Smith, A **Minor**, Plaintiffs,
v.
AUTISTIC TREATMENT CENTER, INC. d/b/a Autism Treatment Center, Inc., Defendant.

No. 2021CI18466.
January 12, 2022.

Final Judgment

[Mark R. Strandmo](#), State Bar No. 00786264, [Amanda E. Carollo](#), State Bar No: 24080882, Brock • Guerra, Strandmo Dimaline Jones, P.C., 17339 Redland Road, San Antonio, Texas 78247-2304, (210) 979-0100 Telephone, (210) 979-7810 Facsimile, mstrandmo@brock.law, acarollo@brock.law, for defendant.

[Beth S. Janicek](#), State Bar No. 00788495, Joy Barrientes, State Bar No. 24118615, Janicek Law Firm, PC, 1100 NE Loop 410, Ste 600, San Antonio, Texas 78209, E-mail: beth@janiceklaw.com, E-mail: joy@janiceklaw.com, for plaintiffs.

[Scott M. Bage](#), State Bar No.01509500, 5152 Broadway, Ste. 205, San Antonio, Texas, 210-732-5258 Telephone, Email: scottbage@yahoo.com, Guardian Ad Litem for **Minor** plaintiff.

[Tina Torres](#), Judge.

*1 Came on to be heard the above-styled and numbered cause wherein Plaintiffs are **BRANDON SMITH** as Next Friend of their **minor** child, **HAILEY SMITH**. Defendant is **AUTISTIC TREATMENT CENTER INC. d/b/a/ AUTISM TREATMENT CENTER, INC.** The **minor** Plaintiff, **HAILEY SMITH**, is represented by her duly appointed Guardian Ad Litem, **Scott Bage**.

It was announced that subject to the approval of the Court, all matters and things in controversy between **BRANDON SMITH** as Next Friend of his **minor** child, **HAILEY SMITH**, and Defendant, **AUTISTIC TREATMENT CENTER INC. d/b/a/ AUTISM TREATMENT CENTER, INC.**, have been settled and compromised by a Full and Final Release and Indemnity Agreement, a copy which is attached hereto and incorporated herein fully for all purposes as if copied verbatim.

WHEREUPON, the Court proceeded to hear such testimony and received evidence regarding the facts surrounding the occurrence made the basis of this lawsuit, the injuries and damages alleged by Plaintiffs, and the understanding of the parties as to the terms and the effect of the Full and Final Release and Indemnity Agreement. After considering the pleadings, the evidence, the FULL AND FINAL RELEASE AND INDEMNITY AGREEMENT, and the arguments of counsel, the Court is of the opinion and finds that Plaintiffs and the Guardian Ad Litem are fully informed with respect to the facts of liability and the nature and extent of the damages claimed.

After considering the reports of the Guardian Ad Litem, the Court is of the opinion and finds that the Full and Final Release and Indemnity Agreement regarding Plaintiffs' claims, which is attached hereto, is fair and reasonable, and that same should be adopted as the judgment of the Court. The Court further finds that the settlement in regard to the **minor** is fair, just, and in the best interest of the **minor**.

It is therefore ORDERED, ADJUDGED, and DECREED that the terms of the Full and Final Release and Indemnity Agreement attached hereto be, and the same are, adopted as part of the judgment of the Court and that Plaintiffs recover as provided therein. Additionally, the Court finds that, pursuant to the terms of the attached Full and Final Release and Indemnity Agreement.

It is further ORDERED, ADJUDGED, and DECREED that said recovery be apportioned as follows:

1. The sum of \$131,437.00 to **BRANDON SMITH** as Next Friend of then-**minor** child, **HABLEY SMITH'S**, attorney Janicek Law Firm, PC; and
2. The following future periodic payments will be made payable to **HAILEY SMITH**, said payments to be provided through a qualified assignment to USAA **Annuity** Services Corporation, (Assignee), within the meaning of [Section 130\(c\) of the Internal Revenue Code of 1986](#), as amended, and the issuance of an **annuity** policy from USAA Life Insurance Company, (**Annuity** Issuer), all as more fully described and in accordance with the terms and conditions of the Full and Final Release and Indemnity Agreement, which has been approved by the Court:

- \$1,030.55 per month, guaranteed 15 years, beginning on December 28, 2033. The final guaranteed payment will be due on November 28, 2048.

- *2 • The above periodic payments have a current cost of \$118,563.00, and will be funded by Defendant's insurer.

The rights to receive the future periodic payments described herein cannot be accelerated, deferred, increased or decreased by Plaintiffs or any payee; nor shall the Plaintiffs or any payee have the power to sell, mortgage, pledge, encumber or anticipate the periodic payments or any part thereof, by assignment or otherwise. The rights to receive periodic payments granted to the **minor** Payee may not be sold, assigned, pledged, hypothecated, 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, [Section 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.

It is further, ORDERED, that the sum of \$3,250.00 shall be paid by the Defendant to the Guardian Ad Litem as the fee for that representation, which the Court finds to be a reasonable fee for the services rendered herein. The Court finds that the Guardian Ad Litem has fully executed his duties in this matter and is discharged from any further duties.

It is further ORDERED, ADJUDGED, and DECREED that Plaintiffs' claims are hereby dismissed with prejudice.

It is further ORDERED, ADJUDGED, and DECREED that the costs of Court shall be paid by the parties incurring same, except as ordered above.

It is further ORDERED, ADJUDGED, and DECREED that all relief not expressly granted is hereby denied.

SIGNED this 12th day of January, 2022.

<<signature>>

JUDGE PRESIDING

Judge Tina Torres

407th District Court

APPROVED AND AGREED:

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GUARDIAN AD LITEM FOR **MINOR** PLAINTIFF

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