

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

KIMBERLY MYERS, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 4:10-CV-00081
)	
BLUE SPRINGS SCHOOL DISTRICT,)	
et al.,)	
)	
Defendants.)	

JUDGMENT AND ORDER APPROVING SETTLEMENT

On October 3, 2012, the Court held a hearing on Plaintiffs' Application for Approval of Wrongful Death Settlement. (Doc. 272.) Plaintiffs Kimberly Myers and Randy Myers appeared in person and by and through their attorneys of record, Daniel A. Thomas of Humphrey, Farrington & McClain, P.C. Defendants Blue Springs School District, Paul Kinder, Nick Goos, Renee Spaulding (also known as Renee Murry), Debbie Curtis, Muriel Wood, Elizabeth Talamantez (also known as Elizabeth Kolwyck), and Ashley Wilds (also known as Ashley Harleman) appeared by and through their attorney of record, David Baker. Defendant Wallace Stine appeared by and through his attorney of record, M. Todd Moulder. The parties announced that, subject to the approval of the Court, they have agreed to waive a trial by jury and submit all settlement issues to this Court.

The Court has heard evidence and argument with respect to Plaintiffs' cause of action for the alleged wrongful death of Brandon Myers, and it has been advised in accordance with the provisions set forth at Mo. Rev. St. at. §§ 537.080 *et seq.* As a result, the Court hereby finds as follows:

1) This is a claim for the alleged wrongful death of Brandon Myers as described in the Application.

2) Kimberly Myers and Randy Myers are the natural parents of the decedent Brandon Myers.

3) Plaintiffs have satisfied the Court that the persons identified in paragraph 2 above are the only persons entitled under Mo. Rev. St. at. § 537.080.1(1) to recover a portion of the settlement proceeds herein for the death of Brandon Myers, and neither the parties nor the Court have received actual written notice from any other person entitled to sue or join in this action.

4) The parties have been able to negotiate a compromise and settlement, the terms of which are set out in the Release and Settlement Agreement, which was submitted to the Court for its review during the hearing on this matter. The financial terms of the settlements between the parties are confidential.

5) The Plaintiffs and their attorneys believe and have represented to the Court that the settlement amounts are fair and reasonable considering all facts and circumstances and that their approval by this Court would be in the best interest of the Plaintiffs.

6) The settlement as set out in the Application and the Release and Settlement Agreement has been negotiated in good faith, was made and entered into in accordance with Mo. Rev. Stat. § 537.060, and is fair and reasonable concerning all the facts and circumstances, and its approval by the Court is in the best interest of the parties.

- 7) The Release and Settlement Agreement is approved in its entirety.
- 8) The proposed settlement payment as set forth in the Release and Settlement Agreement is hereby approved.
- 9) The proposed payment of attorney's fees and expenses to counsel for Plaintiffs, is fair, reasonable, and in the best interest of the parties, and is hereby approved.
- 10) All remaining defendants will be dismissed with prejudice upon the entry of this Judgment and Order.

Accordingly, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

- 1) That Plaintiffs' Application for Approval of Wrongful Death Settlement, (Doc. 272), is approved.
- 2) That all parties are directed to execute the Release and Settlement Agreements referenced in the Application for Approval of Wrongful Death Settlement.
- 3) That Defendants Blue Springs School District, Paul Kinder, Nick Goos, Renee Spaulding (also known as Renee Murry), Debbie Curtis, Muriel Wood, Elizabeth Talamantez (also known as Elizabeth Kolwyck), and Ashley Wilds (also known as Ashley Harleman) are directed to pay to Plaintiffs the sum set forth in the Release and Settlement Agreement.
- 4) That Defendant Stine is directed to pay to Plaintiffs the sum set forth in the Release and Settlement Agreement.
- 5) That Plaintiffs are ordered to acknowledge receipt for payment in full from the Defendants under the Release and Settlement Agreement by filing a Receipt of Settlement Proceeds and Satisfaction of Judgment, and to otherwise report to the Court their compliance with this Order.

- 6) That each party shall bear its own court costs in this action.
- 7) That Plaintiffs' claims and causes of action against the Defendants shall be dismissed with prejudice.

IT IS SO ORDERED.

/s/
BETH
UNITED

Beth Phillips
PHILLIPS, JUDGE
STATES DISTRICT COURT

DATE: October 4, 2012