

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY,
TENNESSEE AT NASHVILLE

PETITION OF: LATIA STONE,)
AERSINO STONE AND MARIONNA)
STONE b/n/f and natural mother ANGEL)
STONE,)

Plaintiffs,)

v.)

ROBERTA AMASON,)

Defendant.)

Docket No. _____

ORDER

The Parties have jointly petitioned the Court, pursuant to Tennessee Code Annotated § 29-34-105, for approval of a minor settlement. Upon review of the Parties' Joint Petition and the hearing of this matter, the Court finds that the following facts and circumstances exist concerning the Court's approval of this settlement and orders as follows:

1. This settlement arises from a dog attack and bites which occurred on or about May 19, 2020, at or about the home of Plaintiff Angel Stone on Meadow Bend Drive, Madison, Tennessee, when a dog belonging to, or controlled by, Defendant Roberta Amason ran from her yard into the yard of Plaintiff Angel Stone and bit adult Plaintiff Angel Stone and minor Plaintiffs Latia Stone and Aersino Stone. At the time of this event, Plaintiff Angel Stone was pregnant with minor Plaintiff Marionna Stone, who was a viable fetus at the time. It is the contention of Angel Stone that Marionna Stone was born prematurely as a proximate result of this event, causing the need for additional medical care for Marionna and damages arising from Angel Stone's premature labor, which Defendant Roberta Amason would dispute.

2. As a result of the above described dog attack and bites, Angel Stone was treated at Vanderbilt University Medical Center, and minors Latia and Aersino were treated at the Vanderbilt University Medical Center, Monroe Carell Jr. Children's Hospital for their respective bite wounds. Angel, Latia and Aersino were treated and released for their bites. While their bite wounds have healed, both Angel and Latia retain significant scarring from them. Angel and Latia have also been evaluated by and treated at the Matthew Walker Health Clinic for, among other things, residual emotional trauma arising from this event. Aersino's bite has healed, and he does not have significant scarring or known trauma. Marionna suffered no known physical injury as a result of the event.

3. Angel Stone is the natural mother, parent and guardian of the following minor Plaintiffs-Petitioners: (1) Latia Stone, date of birth September 7, 2005; (2) Aersino Stone, date of birth January 16, 2019; and (3) Marionna Stone, date of birth May 26, 2020. Plaintiff Angel Stone represents to the Court that she is the natural mother and has sole, full and exclusive custody of said minor children, Plaintiffs Latia Stone, Aersino Stone and Marionna Stone, and that she has complete and undiminished legal right to compromise and accept this settlement on behalf of her minor children subject to this Court's approval. Angel Stone further represents that there is no other known person, including but not limited to a natural father, with right to make a claim on behalf of said minor children, or the medical expenses incurred for their treatment, as a result of this event other than TennCare as set forth below.

4. Petitioner Angel Stone, the parent of the minor Plaintiffs, has been advised that minor Plaintiffs Latia Stone, Aersino Stone, and Marionna Stone have made steady improvement and are recovering well from their bites, although Latia Stone retains significant scarring from them. Accordingly, Petitioner Angel Stone, as parent and next friend of the minors, Latia, Aersino and

Marionna, having been fully advised of the full extent of the injuries received by her minor children, believes that it is in the best interest of her minor children to conclude this matter via a reasonable financial settlement. Therefore, Angel Stone has joined as Petitioner and next friend in the Parties' Joint Petition for approval of this settlement. Angel Stone has further disclosed that, subject to the Court's approval, her own separate recovery as a Plaintiff, described below, has been offered by Defendant Amason and agreed to by Plaintiff Angel Stone for her own significant injuries, scarring, and trauma arising from the above described event, as well as all medical expenses and alleged damages incurred due to her premature labor and the premature birth of her minor child, Marionna Stone.

5. The Defendant-Petitioner, Roberta Amason, has stated to the Court that she does not admit negligence in this matter and specifically denies negligence. However, in the interest of bringing this situation to a final conclusion, the Parties have agreed upon a conclusive settlement of all of the claims of the Plaintiffs, including minors Latia Stone, Aersino Stone and Marionna Stone, as set forth below. On or about the time of these events, Defendant-Petitioner Roberta Amason has represented that she maintained a policy of liability insurance with Liberty Mutual Insurance Company, policy no.: H37-251-753646-40 9 5, providing limits of \$300,000.00 per occurrence. Defendant-Petitioner Amason has further represented that there are no other policies of insurance available regarding or applicable to these events.

6. The Parties have proposed that the full \$300,000.00 available under Defendant Roberta Amason's insurance policy shall be tendered by Liberty Mutual Insurance Company on behalf of Roberta Amason in exchange for a full release of all claims that Angel Stone, Latia Stone, Aersino Stone and Marionna Stone have or may have against her as a result of this event. The Parties have proposed that said amount shall be paid into the Court by Liberty Mutual

Insurance Company and thereafter disbursed as follows:

i. \$5,722.27 shall be paid to TennCare, made payable to BlueCross BlueShield of Tennessee at 1 Cameron Hill Circle, Suite 0008, Chattanooga, TN 37402, for Angel Stone's settled lien, reduced by compromise subject to the approval of this settlement;

ii. \$17,878.77 shall be paid to TennCare, made payable to BlueCross BlueShield of Tennessee at 1 Cameron Hill Circle, Suite 0008, Chattanooga, TN 37402, for Marionna Stone's settled lien, reduced by compromise subject to the approval of this settlement;

iii. \$1,061.52 in reimbursed costs shall be paid to Plaintiffs' counsel Daniel A. Horwitz, made payable to Daniel A. Horwitz at 4016 Westlawn Dr., Nashville, TN 37209, reflecting actual costs incurred;

iv. \$100,000.00 shall be paid to Angel Stone, made payable to Angel Stone at 1541 Meadow Bend Dr., Madison, TN, 37115, as compensation for all damages she incurred, inclusive of her asserted injuries arising from her bites, her significant scarring, her emotional trauma, and her premature labor;

v. \$55,691.28 shall be paid to Latia Stone as compensation for all damages she incurred, inclusive of her asserted injuries arising from her bites, her emotional trauma, and her significant scarring, which amount shall be maintained by the Davidson County Circuit Court in an interest-bearing account as set forth below;

vi. \$10,000.00 shall be paid to Aersino Stone, as compensation for all damages he incurred, inclusive of his asserted injuries from a well-healed bite, which amount shall be maintained by the Davidson County Circuit Court in an interest-bearing account as set forth below;

vii. \$10,000.00 shall be paid to Marionna Stone, as compensation for disputed potential

damages arising from her premature birth, which amount shall be maintained by the Davidson County Circuit Court in an interest-bearing account as set forth below; and

viii. \$99,646.16 shall be paid to Plaintiffs' counsel Daniel A. Horwitz, made payable to Daniel A. Horwitz at 4016 Westlawn Dr., Nashville, TN 37209, as an attorney's fee for legal services provided regarding this matter.

7. The Petitioners, Plaintiffs Angel Stone, Latia Stone, Aersino Stone, Marionna Stone and Defendant Roberta Amason, by and through counsel, have agreed that Liberty Mutual Insurance Company shall pay the amount set forth above, which shall thereafter be disbursed as provided above, in exchange for a full and final release of all claims that Plaintiffs Angel Stone, Latia Stone, Aersino Stone, and Marionna Stone may have against Defendant Roberta Amason and her insurance carrier Liberty Mutual Insurance Company resulting from the dog attack and bite event of May 19, 2020, on or about Meadow Bend Drive, Madison, Tennessee.

8. Upon consideration of the Parties' Joint Petition and the hearing of this matter, the Court finds that the above described settlement is in the best interest of the minors and all Parties and shall be approved. For the reasons set forth and detailed in the Petitioners' Joint Petition, which are incorporated herein by reference, and upon consideration of the factors set forth in Tennessee Supreme Court Rule 8, RPC 1.5 and *Wright ex rel. Wright v. Wright*, 337 S.W.3d 166 (Tenn. 2011), the Court further finds that Plaintiffs' counsel's proposed attorney's fee is fair and reasonable based on the particular and unique circumstances of this case and shall be approved.

9. The amounts paid to minors Latia Stone, Aersino Stone and Marionna Stone shall be maintained by the Davidson County Circuit Court Clerk in an interest-bearing account and held on behalf of the respective minor children until they attain the age of majority pending further order of this Court. All known hospital liens, medical care provider liens, attorney's liens,

Medicare or TennCare liens, or subrogation lien of any insurance company shall be the responsibility of Angel Stone and paid as a condition of the Court's approval of this settlement. Roberta Amason and Liberty Mutual Insurance Company shall be discharged from liability for said liens as a condition of this settlement.

10. Furthermore, upon hearing of this matter, and upon consideration of the Parties' Joint Petition, the Court affirmatively finds that the best interests of the minor Plaintiffs are served by this settlement; that the amounts to be disbursed are fair and reasonable as to each Plaintiff given the disputed circumstances of this matter and each Plaintiff's individual injuries; and that this minor settlement is adequate compensation and will compensate each minor for the extent of their injuries.

11. Lastly, the Court affirmatively finds that all Parties have been fully informed of their rights in this matter, and that they have entered into this agreement voluntarily, unconditionally, and without threat or intimidation.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED, that the settlement proposed by the Parties' Joint Petition is hereby **APPROVED**, and that payment and distribution of monies should be made as set forth in this Order.

It is further **ORDERED** that all claims of Latia Stone, Aersino Stone and Marionna Stone against Roberta Amason and Liberty Mutual Insurance arising as a result of the dog attack and bite event of May 19, 2020, on or about Meadow Bend Drive, Madison, Tennessee shall be fully satisfied and forever barred; and that Roberta Amason and Liberty Mutual Insurance Company shall be discharged from liability for all hospital liens, medical care provider liens, attorney's liens, Medicare or TennCare liens, or subrogation liens of any insurance company liens as a condition of this settlement.

The costs of this action are taxed to the Petitioner, Roberta Amason, by and through counsel Law Offices of Julie Bhattacharya Peak, Mailing Address: PO Box 7217, London, KY., 40742; Physical Address: 5409 Maryland Way, Suite 212, Brentwood, TN 37027, for which execution may issue if necessary.

ENTERED this _____ day of October, 2020.

JUDGE

APPROVED FOR ENTRY:



Angel Stone, Natural Parent and Next Friend of the
Minors, Latia Stone, Aersino Stone and Marionna Stone

/s/ Daniel A. Horwitz

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/s/ Owen R. Lipscomb (w/ permission DAH)

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Case Title: STONE V AMASON

Case Number: 20C2311

Type: ORDER- GENERAL

The foregoing is hereby ORDERED, ADJUDGED
AND DECREED:

Judge Hamilton Gayden, First Circuit