

IN THE CHANCERY COURT OF COUNTY, MISSISSIPPI

IN THE MATTER OF

CAUSE NUMBER

,  
A MINOR

BY:  
AND ,  
NATURAL PARENTS AND NEXT  
FRIENDS OF ,  
A MINOR

Clerk, County  
Rec. in Bk. -

PETITIONERS

DECREE GRANTING AUTHORITY TO COMPROMISE AND SETTLE CLAIM OF A MINOR WITHOUT GUARDIANSHIP

THIS DAY there came on for hearing the sworn petition of , a Minor, by and through his/her next friends, and , natural parents of said Minor, pursuant to the language and legislative intent of Miss. Code Ann. Sec. 93-13-211(1994), seeking a Decree authorizing them to compromise and settle a doubtful claim and for payment of money to them for said Minor's use and benefit without guardianship. The Court, being duly and sufficiently advised in the premises and hearing proof adduced thereon, finds as follows:

1. Petitioners, and , are adult resident citizens of County, Mississippi, and they are the natural parents of , a Minor, their ( ) year old son/daughter whose date of birth is , .

Said Minor resides with his/her natural parents at their residence located at , County, Mississippi.

2. The Court has jurisdiction over the parties and the subject matter of these proceedings.

3. , a Minor, has a contingent and unliquidated claim for personal injuries and damages against and on account of an accident which occurred on or about , in which ran across a neighbor's yard ( ), stepped in a hole and broke his/her ankle.

4. The Minor was examined, diagnosed with a broken ankle, treated appropriately, and eventually released. As a result, the Minor incurred medical bills in the following amounts:

\$  
\$  
\$

\$  
\$  
\$  
\$  
\$  
\$

\$

Some portion of these bills has been paid by the minor's parents while a portion has been paid by the parents' group carrier, . The parents, who have negotiated a settlement of their own with , have agreed to reimburse out of their own settlement funds. Also, any outstanding balance on the minor's medical bills will be paid by the natural parents. There are no liens other than that asserted against the parents by .

Petitioners, and , have heretofore contracted for services on behalf of said Minor with , Esquire, to handle the claim of said Minor as set out herein. Said attorney has rendered good and valuable services and his/her attorney's fee will be paid by , in addition to the minor's settlement funds.

6. Petitioners represent that is legally obligated to pay sums to the Minor as a result of the injuries described above, with said legal liability being disputed and denied. Due to the hazards of litigation inherent in any lawsuit and the unpredictability of a jury verdict under the circumstances in question, the claims of said Minor are of a doubtful nature.

7. has offered to pay Dollars (\$) in full and final settlement of any and all liability on account of the personal injuries and other damages allegedly sustained by , a Minor, in the accident of , .

8. Petitioners request that they be allowed to accept the amount offered by in full and final settlement of the claims of the Minor child resulting from the above described accident. Petitioners further request that they be authorized, empowered, and directed to hold the settlement funds for the use and benefit of , a Minor, remaining amenable to this Court for their disposition of such funds.

The said offer of settlement to the Minor, , is conditioned upon and cannot be completed without the approval of said settlement by this Court; authorization for the payment by of the settlement amount; acceptance of said settlement by and , with Petitioners being allowed to hold said funds for the use and benefit of the Minor; execution by Petitioners of a full, complete, and sufficient Release and Indemnity Agreement, a copy of which is attached to the Petition as Exhibit " " being made a part hereof as if fully copied at length herein, discharging, acquitting, and indemnifying and , and their associated companies of and from any and all claims, demands, losses, damages, actions, causes of action or suits at law or equity of whatsoever kind or nature that may now exist or may hereafter accrue based upon the alleged injuries to , a Minor, on account of the accident described above.

10. Petitioners recommend to this Court that the settlement be approved and state that they are of the opinion that it is in the best interest and welfare of , a Minor, that said settlement be consummated as set forth hereinabove.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that:

1. This Court has made a full and complete investigation into the facts pertaining to the accident in which \_\_\_\_\_ was injured;

2. From its investigation, the Court is satisfied that the proposed offer of settlement is a fair and reasonable offer and that it is in the best interest and welfare of said Minor that the settlement be made and that a decree be and hereby is granted accordingly, approving and authorizing such settlement;

3. Petitioners are authorized to receive and accept the settlement in the sum of \$ \_\_\_\_\_ .

Petitioners are further authorized, empowered and directed to receive and hold the settlement funds for the use and benefit of said Minor;

4. The Court approves the proposed Release and Indemnity Agreement attached to the Petition as Exhibit " \_\_\_\_\_ " and upon payment and/or tender of said settlement funds, Petitioners are authorized, empowered and directed to execute in favor of \_\_\_\_\_ and \_\_\_\_\_ a complete and binding Release of all claims based upon injuries and damages sustained by \_\_\_\_\_ on account of the above described accident in the form of the document attached to the Petition as Exhibit " \_\_\_\_\_ " and no other;

5. Bond, inventory and annual accounting are waived until such further order of this Court; and

6. Upon compliance with the terms of this Decree, \_\_\_\_\_ and \_\_\_\_\_, and any and all other persons, associations, partnerships or corporations are hereby fully acquitted and forever and finally discharged from any and all liability on account of the above described accident.

SO ORDERED, ADJUDGED AND DECREED, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

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CHANCELLOR