

ORIGINAL

UNITED STATES DISTRICT COURT U.S. DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION FILED

OCT 11 2000
CLERK, U.S. DISTRICT COURT
By Deputy *ajd*

John Papagni, Pamela L. Albion, §
Byron W. Bacchi Irrevocable §
Trust, by Eddie M. Bacchi, Trustee, §
Eddie M. Bacchi & Virginia M. §
Bacchi 1991 Living Trust, by Eddie §
Bacchi, Trustee, and William L. Bacchi §
& Terri L. Bacchi Revocable §
Trust, by William L. Bacchi, Trustee, §

Plaintiffs, §

V. §

Hammersmith Trust, L.L.C., §
David Gilliland, [Jane Doe] §
Gilliland, [John Doe] Tsang §
[John Doe] Houran, and [John Doe] §
Van Aggol, §
Defendants. §

Civil Action No: 3:00-CV-1065-M

ENTERED ON DOCKET
OCT 12 2000
U.S. DISTRICT CLERK'S OFFICE

**EDDIE M. BACCHI & VIRGINIA M. BACCHI 1991 LIVING TRUST'S
AGREED FINAL JUDGMENT**


The Plaintiffs filed their Original Complaint on December 24, 1997. A default was entered against the Defendant (Hammersmith Trust, L.L.C.) regarding the issue of liability on January 7, 2000. Eddie M. Bacchi & Virginia M. Bacchi 1991 Living Trust and Receiver (on behalf of Hammersmith Trust, L.L.C.), (collectively referred to as the "Parties") have agreed to a Final Judgment as to the issue of damages, therefore, the Court Orders the following:

1. The Defendant (Hammersmith Trust, L.L.C.) is liable to pay the Eddie Bacchi & Virginia Bacchi 1991 Living Trust ("Plaintiff") Fifty Thousand Dollars and Zero Cents (\$50,000.00) for damages.

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2. The Defendant (Hammersmith Trust, L.L.C.) is liable to pay the Eddie Bacchi & Virginia Bacchi 1991 Living Trust the additional sum of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for reasonable and necessary attorneys' fees and court costs.
3. The Parties agree that the presiding judge of this Court shall sign this Agreed Final Judgment.
4. The Parties agree that they have been represented by Counsel and have had an opportunity to confer with their attorney before entering into this Agreed Final Judgment.
5. The Court orders that following execution of this Final Judgment, Plaintiff will have an allowed claim against the Receivership Estate in the amount of this judgment.
6. Nothing in this Agreed Final Judgment against Defendant Hammersmith, L.L.C. affects and/or prohibits Plaintiff from pursuing any and all legal claims against Defendant David Gilliland, including, but not limited to, the claims pending against Defendant David Gilliland in this action.
7. The Court denies all relief not granted in this Agreed Final Judgment.

SIGNED THIS 1 DAY OF OCTOBER, 2000.



BARBARA M.G. LYNN
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF TEXAS