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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

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.

U.S. DISTRICT COURT
 NORTHERN DISTRICT OF TEXAS
FILED
 FEB 15 2001
 CLERK, U.S. DISTRICT COURT
 By _____ Deputy *djl*

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




**JOHN PAPAGNI'S AND PAMELA L. ALBION'S
AGREED FINAL JUDGMENT**

The Plaintiffs filed their Original Complaint on December 24, 1997. A default as to liability was entered against the Defendant Hammersmith Trust, LLC regarding the issue of liability on January 7, 2000. On October 12, 2000 an Agreed Final Judgment as to damages was entered by the Court. A default was also entered against the Defendant David Gilliland regarding the issue of liability on January 7, 2000. The Plaintiffs and the Receiver (on behalf of David Gilliland) have agreed to a Final Judgment as to the issue of damages which judgment shall be joint and several as to the Court's Judgment in this case against Hammersmith Trust, LLC of October 12, 2000. Accordingly, the Court Orders as follows:

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1. The Defendant David Gilliland is liable to pay John Papagni and Pamela L. Albion Thirty Four Thousand Four Hundred Ninety Six and Zero Cents (\$34,496.00) for damages.
2. The Defendant David Gilliland is liable to pay John Papagni and Pamela L. Albion the additional sum of Six Thousand Dollars and Zero Cents (\$6,000.00) for reasonable and necessary attorneys' fees and court costs.
3. 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.
4. This Judgment shall be joint and several as to the Judgment entered in favor of the Plaintiffs against Defendant Hammersmith Trust, LLC on October 12, 2000.
5. The Court denies all other relief not granted in this Agreed Final Judgment.

SIGNED THIS 15 DAY OF FEBRUARY, 2001.




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

AGREED TO AS TO FORM:

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