

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

JOSHUA CONWAY,)		
Plaintiff,)		82
v.)	Case No. 16C664	
KUMARI S. FULBRIGHT, et al.,)		
Defendants.)		A CHARLES

AGREED FINAL ORDER

As evidenced by the signatures of counsel below and the Parties' accompanying Settlement Memorandum, attached hereto as **Attachment 1**, all matters in controversy have been compromised and settled, and the Parties have agreed to the following:

- 1. The Defendant, Kumari S. Fulbright, agrees that she will never use Plaintiff Joshua "JT" Conway's name again in a public setting.
- 2. A declaratory judgment shall issue, and, accordingly, it is hereby **DECLARED** that:
 - (1) There is no proof that the Plaintiff stole the Defendant's money;
 - (2) There is no proof that the Plaintiff stole the Defendant's jewelry; and
 - (3) There is no proof that the Plaintiff drugged the Defendant.
- 3. This constitutes a final and conclusive resolution of the above-captioned case. Upon entry of this Order, all pending motions shall be denied as moot, and all remaining claims shall be voluntarily dismissed with prejudice.
- 4. The Defendant shall pay the costs of this action, for which execution may issue if necessary.



- 5. The Parties shall bear their own attorney's fees and discretionary costs.
- 6. The Parties shall each be responsible for one-half of the costs of mediation.

IT IS SO ORDERED.

ENTERED this the _____ day of February, 2018.

JUDGE THOMAS W. BROTHERS

Sixth Circuit Court

Copy

APPROVED FOR ENTRY BY:

Daniel A. Horwitz, BPR #032176 1803 Broadway, Suite #531 Nashville, TN 37203 (615) 739-2888

daniel.a.horwitz@gmail.com

Attorney for Plaintiff Joshua "JT" Conway

W/ promision. DAW

William M. Leech III, BPR #030515

Will M

P.O. Box 198742

Nashville, TN 37219-8742

(615) 256-0138

wleech@tfmlawadr.com

Charles M. Duke, BPR #23607 219 2nd Ave N., Ste. 400 Nashville, TN 37219 (615) 256-0138 marty@mdukelaw.com

John W. Roberts Law Offices of John W. Roberts, PLLC 1720 West End Avenue, Suite 530 Nashville, TN 37203 john@johnrobertslaw.com

Attorneys for Defendants Kumari S. Fulbright and Kumari Fulbright, Inc.



CERTIFICATE OF SERVICE

I hereby certify that on this the 14th day of February, 2018, a copy of the foregoing was sent via USPS, postage prepaid, and/or by e-mail to the following:

William M. Leech III P.O. Box 198742 Nashville, TN 37219-8742 (615) 256-0138 wleech@tfmlawadr.com

Charles M. Duke 219 2nd Ave N., Ste. 400 Nashville, TN 37219 (615) 256-0138 marty@mdukelaw.com

John W. Roberts Law Offices of John W. Roberts, PLLC 1720 West End Avenue, Suite 530 Nashville, TN 37203 john@johnrobertslaw.com

By:

Daniel A. Horwitz, Esq.

Copy



ATTACHMENT 1: Settlement Memorandum



SETTLEMENT MEMORANDUM

Re: <u>Joshua Conway vs. Kumari S. Fulbright, and Kumari Fulbright, Inc.</u> Davidson County Circuit Court No. 16C664

The Plaintiff, Joshua Conway, has agreed to accept, and the Defendant has agreed to resolve this case upon the following terms:

Terms:

- 1. Defendant agrees that she will never use the Plaintiff's name again in a public setting.
- 2. The parties will enter an agreed declaratory judgment that provides that there is no proof that the Plaintiff stole the Defendants money and jewelry and that there is no proof that the Plaintiff drugged the Defendant.
- 3. The parties will sign all documents necessary to conclude this matter in the Davidson County Circuit Court. Ultimately, the matter will be dismissed with prejudice.
- 4. Defendant will pay the court costs.
- 5. Each party will bear its own court costs and discretionary costs.
- 6. Plaintiff will be responsible for one-half of the mediation costs, and the Defendant will be responsible for the remaining mediation costs.

This 13th day of February, 2018.

PLAINTIFF

() ()

DEFEMANT

Well: M. Led

This Memorandum contains all of the <u>essential elements</u> of the <u>erms</u> and conditions of the settlement in this case. This is only intended as a written Memorandum of a binding Settlement Agreement resolving all claims arising from the above legal dispute. The formal settlement documents will be prepared and executed by all parties as soon as possible.

John R. Tarpley