

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

**CARLA THOMAS,**

**Plaintiff,**

**vs.**

**TIMOTHY L. SIFERS,  
as the Executor of the Estate of  
TIMOTHY M. SIFERS, M.D.,  
and TIMOTHY M. SIFERS,  
M.D., P.A.,**

**Defendants.**

**Case No. 2:07-CV-02005-JWL-JPO**

**ORDER APPROVING PROPOSED SETTLEMENT  
AS VALID, JUST, AND EQUITABLE**

NOW ON this 24<sup>th</sup> day of April, 2008, the above-entitled matter comes before the Court for hearing to approve a settlement, pursuant to K.S.A. § 60-1901, et seq., between Plaintiff Carla Thomas and Defendants Timothy L. Sifers as the Executor of the estate of Timothy Sifers, M.D. and Timothy M. Sifers, M.D., P.A. Plaintiff appears with her attorney, Leland F. Dempsey of Dempsey & Kingsland, P.C. Defendants appear by Ureka Idstrom and Jessica J. Shaw of Horn Aylward & Bandy, LLC. There are no other appearances.

WHEREUPON the Court is advised that these parties have reached an agreed resolution to the matter.

The Court, after being well and fully advised of the facts and circumstances, finds that the Confidential Settlement and Release Agreement (the "Agreement"), obtained by agreement of the parties and incorporated herein by reference, is in the best interest of all the parties and is valid, just and equitable.

The Court further is informed of the attorneys' fees and/or expenses to be charged to the respective parties and, after consideration of the matters set forth in K.S.A. § 7-121b, finds that

the attorneys' fees and/or expenses to be paid to the attorneys, including those paid to Plaintiff's attorneys pursuant to their agreement, are fair, just and reasonable.

WHEREUPON the Court, after being fully advised, and after due consideration, finds as follows:

1. This action was commenced by Plaintiff, asserting claims of medical negligence against Defendants.
2. Plaintiff and Defendants have reached a resolution of this matter.
3. Plaintiff and her attorneys have had sufficient time to become fully informed regarding the nature and extent of their damages and as to the legal merit of the claims made against this Defendants and the uncertain outcome of litigation.
4. The Court finds the settlement to be valid, just and equitable.

**IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED AND DECREED:**

1. The parties hereto have arrived at a settlement, fully compromising their disputes, the terms and conditions of which settlement are as set out in the Confidential Settlement and Release Agreement executed by Plaintiff.
2. Plaintiff has knowingly and voluntarily waived her right to a jury trial against Defendants.
3. The total monetary amount of settlement, as set forth in the confidential Agreement, constitutes the total and complete amount owed by Defendants to Plaintiff by reason of the alleged claims of negligence of Defendants, in connection with the care and treatment provided to Plaintiff, as more fully described in Plaintiff's Complaint and other pleadings on file with the Court.

4. This settlement is not an admission of any wrongdoing or negligence by Defendants; but the settlement has been entered into by the parties, in accordance with the terms of the Agreement, in order to amicably resolve the disputes that exist among the parties and to avoid further costs of litigation.

6. The settlement between Plaintiff and Defendants is found to be valid, just, and equitable, pursuant to K.S.A. § 40-3410(c), and is approved.

7. This action is dismissed, with prejudice, as to both Defendants.

8. Defendants are hereby discharged from further liability and responsibility to Plaintiff.

9. Any and all liens or claims shall be satisfied by Plaintiff, and this Defendant shall not be liable for any such liens or claims.

10. Pursuant to K.S.A. § 7-121b, the attorneys' fees and/or expenses charged by the attorneys representing the parties to this settlement are fair, valid, just and reasonable and are hereby approved.

11. That all pleadings and other documents related to this Settlement are confidential, as more fully described in the Confidential Settlement & Release Agreement.

12. Each party shall bear its own costs incurred in this action.

Entered this 24<sup>th</sup> day of April, 2008.

s/ John W. Lungstrum  
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John W. Lungstrum  
United States District Judge

Respectfully submitted,

s/ Leland F. Dempsey

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s/ Jessica J. Shaw

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