

IN THE CIRCUIT COURT OF JASPER COUNTY, MISSOURI

SAMUEL BERRY and TONYA BERRY,

Plaintiffs,

vs.

BRANT P. CULLEN and KREG MYERS,

Defendants.

Case No. 25AO-CC00036

JUDGMENT ORDER APPROVING WRONGFUL DEATH SETTLEMENT

NOW on this 6th day of February, 2026, the above-captioned and numbered cause comes before the Honorable Court. The Plaintiffs appear in person and with their counsel of record. Defendants appear through counsel of record.

Thereupon, in open Court, the parties announce they are ready for trial. The same parties herein specifically waive trial by jury, consenting rather to submit to the Court Plaintiffs' Application for Approval of Wrongful Death Settlement pursuant to RSMo. § 537.095, arising from the death of Tucker Berry.

The Court, after hearing evidence, including testimony of Samuel Berry and Tonya Berry, reviewing the pleadings on file, and being duly advised in the premises, hereby finds and orders as follows:

1. That on October 20, 2024, and at the time of the death of Tucker Berry, the Plaintiffs Samuel Berry and Tonya Berry were the natural parents of Tucker Berry.
2. That on October 20, 2024, and at the time of the death of Tucker Berry, he was not legally married and had no legally adopted or natural children.
3. That as the natural parents of the decedent, Tucker Berry, the Plaintiffs are persons authorized to pursue all claims for injury and the resulting death on behalf of Tucker Berry.
4. That the Plaintiffs are the only representatives or persons entitled to pursue claims pursuant to RSMo. § 537.080(1).

5. That this action has been brought by the Plaintiffs, individually, and on behalf of the heirs of Tucker Berry, seeking damages pursuant to RSMo. § 537.095.

6. That the Plaintiffs have alleged that the injuries and resulting death of Tucker Berry was the result of the Defendants' negligence, an allegation which is disputed by the Defendants herein.

7. That Tucker Berry's death occurred after an accident involving both a 2022 Yamaha golf cart owned by Ray and Kimberly Maxwell and driven by Brant Cullen, and a 2018 Yamaha golf cart owned by Camden and James Ellis and driven by Krey Myers, on October 19, 2024, on Fairway Drive in Carl Junction, Jasper County, Missouri (hereinafter "the accident").

8. That without any admissions of liability, the liability carrier for all Defendants has offered, and the Plaintiffs have agreed, to compromise and settle the claims of the Plaintiffs, by payment in the total amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), with distribution as follows:

a. Attorney fees and expenses payable to Cowherd Law Firm in the amount of \$50,736.87;

b. Payable to Plaintiffs Samuel and Tonya Berry in the amount of \$99,263.13.

in full settlement of all claims, demands, and damages, whether known or unknown, accrued or accruing, which the Plaintiffs now have by reason of injuries or damages sustained or believed to be sustained as a result of the injuries and resulting death of Tucker Berry, as more fully described above.

9. That all persons entitled to notice of the proposed settlement and the hearing, herein, have been notified.

10. That the Plaintiffs be allowed to release Brant Cullen, Kreg Myers, Ray Maxwell, Kimberly Maxwell, Camden Ellis, James Ellis, and to enter a Satisfaction of Judgment, to

acknowledge receipt of the proceeds of said settlement, and to make further distribution of the proceeds as the Court so directs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiffs should be and are hereby awarded judgment against Brant Cullen and Kreg Myers, in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

IT IS FURTHER ORDERED that the Plaintiffs collect and receive payment of the One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) approved herein, acknowledge and file a Receipt thereof, acknowledge and file a Satisfaction of Judgment with respect to all of the Plaintiffs' claims against Brant Cullen, Kreg Myers, Ray Maxwell, Kimberly Maxwell, Camden Ellis, and James Ellis, with the Clerk of the Court, and sign the agreed-upon General Release.

IT IS SO ORDERED.



The Honorable David B. Mouton