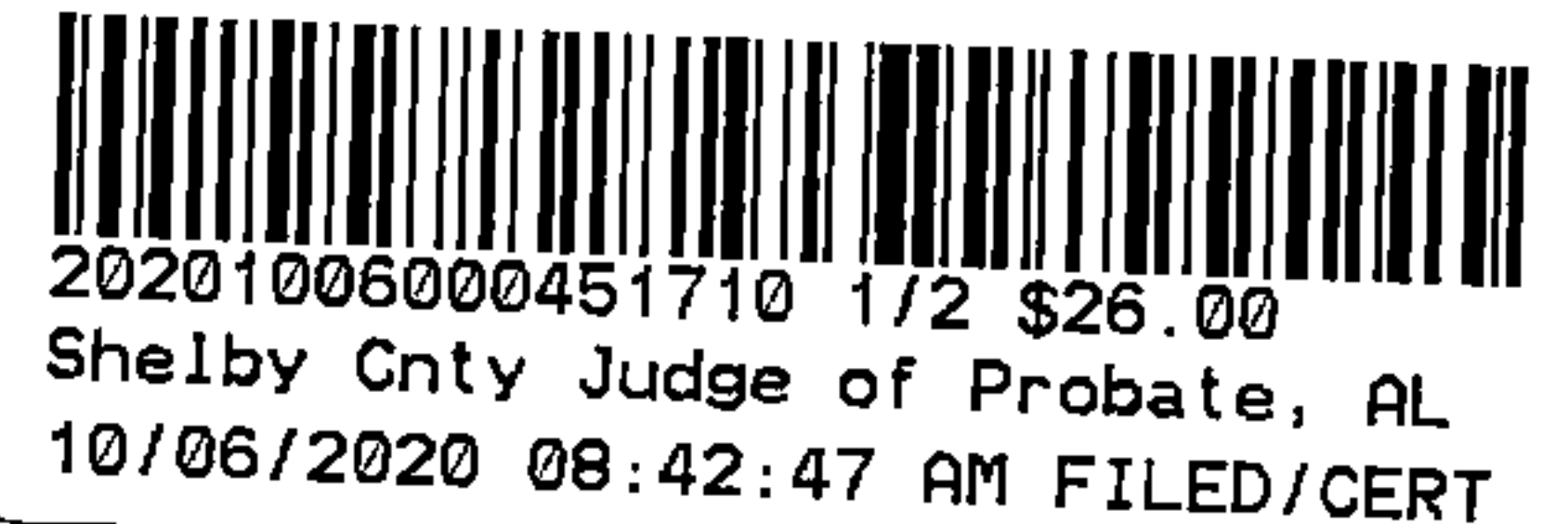


**MCCAY CHRIS OWEN,**  
**Plaintiff,**

V.

**Case No.: CV-2019-900291.00**

**HIDALGO DANIEL,  
DE JESUS RUFINO MARTINEZ,  
BRAVO RUTILA VELAZUEZ,  
Defendants.**



This cause came before the Court on the Joint Motion to Approve Settlement Agreement filed by Plaintiff, Chris Owen McCay ("McCay" or "Plaintiff") and Defendants Rufino Martinez De Jesus ("De Jesus") and Rutila Velazuez Bravo ("Bravo"). Plaintiff previously filed a motion for summary judgment which is pending. The Court held an evidentiary hearing on November 15, 2019. Michael B. Odom appeared for the Plaintiff. Albert J. Osorio appeared for Defendants Rufino Martinez De Jesus ("De Jesus") and Rutila Velazuez Bravo ("Bravo"). Daniel Hidalgo ("Hidalgo") appeared pro se. The Court heard testimony from Defendant Hidalgo, De Jesus and Danny Isbell who lives next door to the subject property. De Jesus and Bravo do not contest Plaintiff's right to redeem the subject property. The parties did, however, dispute the amount of money necessary to redeem the property. Plaintiff, De Jesus, and Bravo have reached an agreement regarding the amount of money necessary to redeem the property.

Having reviewed Plaintiff's motion for summary judgment, the Joint Motion to Approve Settlement Agreement, and the testimony and evidence received at the hearing, the Court finds and orders as follows:

1. The Joint Motion to Approve Settlement Agreement is granted.
2. There are no genuine issues of material fact with respect to the right to redeem and Plaintiff is entitled to a judgment as a matter of law on the right to redeem. Accordingly, Plaintiff's motion for summary judgment is granted.
3. The amount necessary to redeem the subject property is \$8,214.86.
4. Upon receipt of \$8,214.86, De Jesus and Bravo shall execute a quitclaim deed of the following described property to Plaintiff Chris Owen McCay, or his assigns:

**Lot 33, according to the Survey of Deer Springs Estates,  
First Addition, as recorded in Map Book 5, at Page 55, in the  
Office of the Judge of Probate of Shelby County, Alabama;**

PARCEL #581404202001051000; (the "Property").

5. Upon the payment of the sum called for in paragraph 1 above and the delivery of the deed called for in paragraph 2 above, all right title and interest in and to the Property shall be divested out of Defendants Daniel Hidalgo d/b/a DHF Investments, Rufino Martinez de Jesus and Rutila Velazquez Bravo, and all claims in this action between Plaintiff and De Jesus and Bravo shall be resolved.

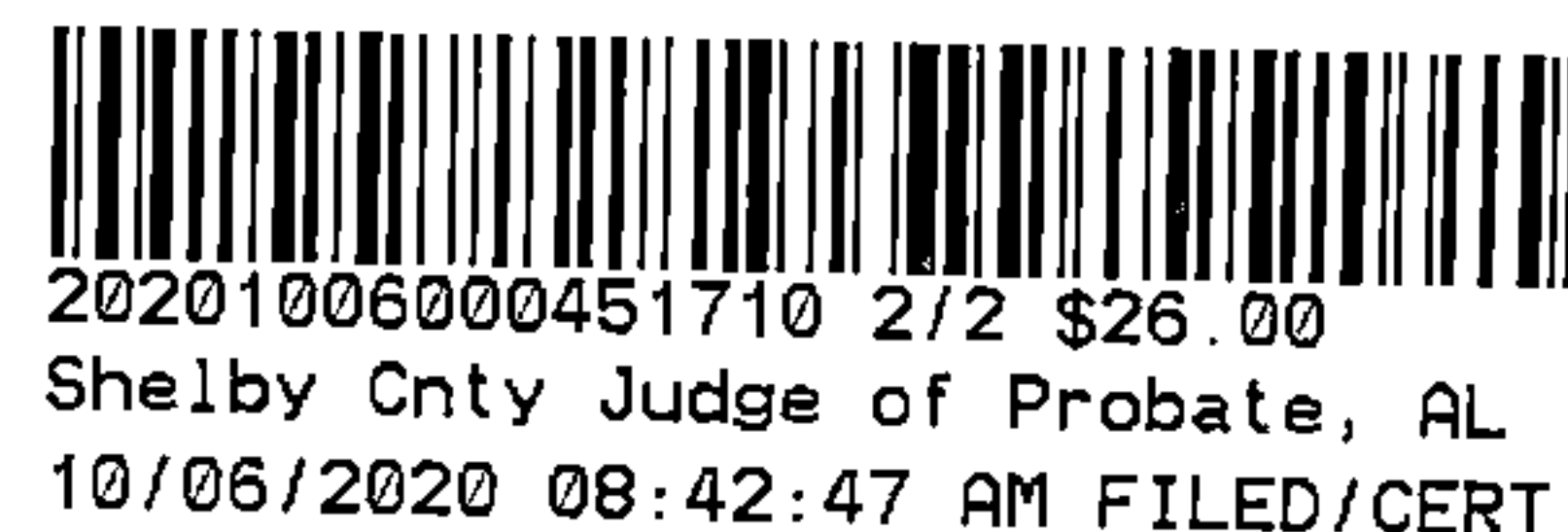
6. The Court does not find evidence to support Hidalgo's claim that he paid \$19,000.00 to release the Medicaid lien on the Property. Based upon information received from counsel for Plaintiff, De Jesus and Bravo, it appears that Hidalgo may have committed perjury in the November 15, 2019, hearing. The Official Court Reporter shall make available said release of Medicaid lien, or a copy thereof, to Plaintiff's attorney for recording in the Office of the Judge of Probate of Shelby County, Alabama.

7. The Court finds that Daniel Hidalgo shall pay Defendants Rufino Martinez DeJesus and Rutila Velasquez Bravo a sum of \$23,785.14 (difference between sales price from Hidalgo to DeJesus and Bravo and redemption settlement amount with McCay), finding that Hidalgo fraudulently conveyed the subject property to DeJesus and Bravo, knowingly and willfully, that the property was encumbered with a lien and subject to redemption.

8. The Court finds that (Defendant) Daniel Hidalgo shall pay the Law Offices of Albert J. Osorio \$5,250.00 in attorney's fees and costs.

**DONE this 6<sup>th</sup> day of August, 2020.**

/s/ LARA M ALVIS  
CIRCUIT JUDGE



**Certified a true and correct copy**

**Date:** 10-6-2020

Mary H. Harris  
Mary H. Harris, Circuit Clerk  
Shelby County, Alabama

GRANTOR: RUFINO MARTINEZ - ~~BRAD~~ DE-JESUS  
RUTILA VELASQUEZ - BRAVO

GRANTEE: DANIEL HIDALGO