

STATE OF TEXAS
TARRANT COUNTY

§
§

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

This Settlement Agreement and Full, Final and Complete Release (the “Agreement”) is entered into by Corey Rodrigues (herein referred to as “Plaintiff”) and Tarrant County, Texas (also named in the lawsuit as “The Sheriff’s Office of Tarrant County, Texas”) (“Defendant”).

Reference to “Plaintiff” includes Plaintiff’s heirs, devisees, executors, administrators, personal representatives, successors, agents, assignees, and others in privity with Plaintiff, but excludes his attorneys.

Reference to “Tarrant County” or “Defendant” includes Tarrant County, Texas, and any of its former, current or future elected or appointed officials, employees, representatives, agents, and contractors (such as medical or mental health care providers). “Tarrant County” or “Defendant” specifically includes Reginald Roy Lowe Sr., Lewis Anthony Velasquez, and Dakota Wayne Coston.

Reference to “the Parties” as used herein means Corey Rodrigues and Tarrant County, Texas.

Reference to “this Lawsuit” as used herein means (1) Case 4:22-cv-00607-P, *Corey Rodrigues v. Tarrant County, Texas, et al.* in the Northern District of Texas, Fort Worth Division; (2) all factual and legal allegations of the Parties contained in the pleadings, motions, discovery, and those allegations which could have been brought in Case 4:22-cv-00607-P by Plaintiff against Defendant, including but not limited to, any allegations or claims arising out of the July 19, 2020 use-of-force incident, and all related medical/mental health care related thereto, as is more fully described in Plaintiff’s pleadings on file in this cause, including, but not limited to all claims under 42 U.S.C. § 1983 or other civil rights statutes; claims for excessive force, deliberate indifference, or denied/delayed/inadequate medical care; Due Process Claims (whether asserted under the 8th or 14th Amendments to the United States Constitution); ADA or Rehabilitation Act claims; state or federal statutory or constitutional claims; personal injury claims; claims for impairment; claims for disfigurement; claims for economic damages; claims for medical expenses; claims for pain and suffering and mental anguish; state tort claims; claims for declaratory/injunctive relief; claims for attorneys’ fees; claims for punitive or exemplary damages; and claims of any and every type which have been made or could be made arising out of the occurrence in question.

WHEREAS, it is the intent of the Parties to resolve completely, fully and finally all issues and disputes existing among them, whether now known or unknown, whether matured or unmatured, and whether fixed or contingent, of any type or kind, so that they will have no further obligations to or involvement with each other, except those expressly provided for in this Agreement, and this Agreement should be construed broadly to accomplish this purpose and intent. It is intended that no outstanding issues should remain, and any omission of any issue, or any language implying any limitation on the scope of this Agreement is inadvertent and should be construed so as to give full effect to the Parties' stated intent;

WHEREAS, all matters between the Parties have been settled; and

WHEREAS, the Parties are of the opinion that for and in consideration of avoiding the uncertainty of litigation and the consideration set forth below, this Agreement should be executed.

FOR AND IN CONSIDERATION of the recitals set forth above, and for the further consideration discussed herein below, the Parties agree as follows:

1. Plaintiff shall execute this Agreement in favor of Defendant and sign a Joint Stipulation of Dismissal with prejudice to be filed in the Lawsuit, and;

2. The Parties agree that, following the execution of this Agreement, the sum total of TWO HUNDRED AND NO/100 DOLLARS (\$200,000.00) will be paid as follows:

The sum of TWO HUNDRED AND NO/100 DOLLARS (\$200,000.00) shall be payable to the IOLTA Account of the Law Office of Ernest (Skip) Reynolds, III.

3. Costs of court are to be paid by the party incurring same. Each party is responsible for their own attorneys' fees, expert fees, and any other litigation expenses/costs.

4. Plaintiff specifically releases Defendant from any and all claims or causes of action, if any, alleged in this Lawsuit or which could have been alleged in this Lawsuit or by filing a separate lawsuit, including but not limited to, all claims under 42 U.S.C. § 1983 or other civil rights statutes; claims for excessive force, deliberate indifference, or denied/delayed/inadequate medical care; Due Process Claims (whether asserted under the 8th or 14th Amendments to the United States Constitution); ADA or Rehabilitation Act claims; state or federal statutory or constitutional claims; personal injury claims; claims for impairment; claims for disfigurement; claims for medical expenses; claims for economic damages; claims for pain and suffering and mental anguish; state tort claims; claims for declaratory/injunctive relief; claims for attorneys'

fees; claims for punitive or exemplary damages; and claims of any and every type which have been made or could be made arising out of the occurrence in question.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. For and in consideration of the recitals set forth above and the further consideration set forth below, Plaintiff hereby releases Defendant, and by this instrument does forever release, acquit, and discharge Defendant from any and all claims, demands, losses, damages, and causes of action of any kind whatsoever, without limit, whether at common law, in equity, statutory, or otherwise which he has, or may have, known or unknown, whether in existence or those which become existent in the future when such arise out of or relate to this Lawsuit.

2. It is the intention of Plaintiff that this be a universal, absolute, and global release of all claims of any kind which he might have, now and forever, against Defendant to the extent such claims arise out of or relate to this Lawsuit. Should any court, by judgment or decree, determine this Agreement does not fully and finally discharge every such claim, Plaintiff agrees to reform this Agreement and to release any such claim or cause of action against Defendant that becomes the subject matter of said judgment or decree.

3. Plaintiff hereby represents that all lawful statutory, equitable, and contractual liens or subrogation interests, attorneys' fees, or any other expenses incurred as a result of this Lawsuit have been satisfied or otherwise will be resolved by Plaintiff, including but not limited to any healthcare subrogation claims and/or claims of Medicare and/or Medicaid. Defendant hereby agrees that it will not seek to recoup from Plaintiff any money that Tarrant County expended in paying for Plaintiff's health care during the time Plaintiff was in the Tarrant County Jail.

4. Plaintiff understands and agrees:

a. The terms hereof are contractual and not mere recitals.

b. This Agreement is to compromise disputed factual and legal claims of Plaintiff against Defendant, to avoid litigation and to buy peace, and nothing herein shall be construed as an admission of liability by any party, all liability being expressly denied.

c. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

d. Plaintiff signs this Agreement after consultation with his own legal counsel based solely on his own judgment and that of his legal counsel, and he is not relying on any representations of any other party hereto.

e. Plaintiff expressly represents that no claims, demands, controversies, actions, causes of action, contracts, liabilities, damages, injuries, losses, or other rights which are mentioned in this Agreement, or released hereby but not specifically enumerated, have been assigned, conveyed, or in any manner whatsoever, transferred to any other person or entity.

f. **Further, for the same aforesaid consideration, Plaintiff agrees to fully and completely defend and hold harmless Defendant of and from any claims made by anyone that are asserted through Corey Rodrigues (including his heirs, successors, and assigns) or Plaintiff, or under his or on his behalf, related to this Lawsuit or any injuries, for damages or expenses suffered by Corey Rodrigues regarding the July 19, 2020 incident the subject of this Lawsuit, regardless of whether such claims, demands, actions or causes of action result or resulted from the actual or alleged acts or omissions of negligence, gross negligence, deliberate indifference, or other alleged fault of Defendant, and whether by way of direct action, cross-action, third-party action, or otherwise. This indemnification shall include attorneys' fees, litigation expenses, and costs that Defendant may incur defending against same. It is specifically understood that under no circumstances will Defendant ever be liable to pay to any person or entity any amount in excess of the aggregate sum of TWO HUNDRED AND NO/100 DOLLARS (\$200,000.00), the amount being paid herein.**

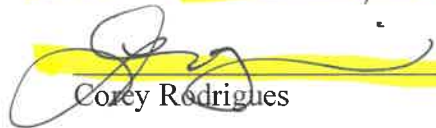
g. Plaintiff hereby acknowledges that he has read this Agreement or it has been read to him and that he fully understands the effect of this Agreement, and that he executed it of his own free will and accord for the consideration set forth herein, after consultation with his/her own legal counsel.

h. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, arrangements, or understandings between the Parties. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist, and this Agreement cannot be changed or terminated orally.

i. Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an

original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.


SIGNED AND EXECUTED this 2 day of January, 2024.


Corey Rodrigues

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BEFORE ME, the undersigned authority, on this day personally appeared COREY RODRIGUES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the foregoing instrument and that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2 day of January, 2024. *km*


NOTARY PUBLIC, In and For
the State of California

**FOR PLAINTIFF
APPROVED AS TO FORM:**



Ernest (Skip) Reynolds III
Texas Bar No. 16806300

Law Office of Ernest (Skip) Reynolds III
201 Main Street, Suite 600
Fort Worth, Texas 76102-7423

3 January 2024
(Date)

**PLEASE SEE THE
ATTACHMENT**
km 1/2/2024

ATTORNEY FOR PLAINTIFF

SIGNED AND EXECUTED this ____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

 1-3-2024

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On January 2, 2024 before me, Ramin Mirage / Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Cary Rodriguez
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Settlement Agreement And Full Final & Complete Release
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____