

TARRANT COUNTY §
STATE OF TEXAS §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, Torre Stella, filed suit against Tarrant County, Texas (“County”), Cause No. 141-325983-21, styled *Torre Stella v. Tarrant County, Texas*, seeking damages under the Texas Commission on Human Rights Act (“Action”);

WHEREAS, following a trial on the merits, the court awarded Stella a judgment of \$300,575.24 with post judgment interest accruing at 5% per annum, and conditional appellate attorneys’ fees;

WHEREAS, the County has filed a motion for new trial and has indicated it intends to appeal the trial court’s judgment;

WHEREAS, the below signed parties desire to fully and finally settle all claims and issues raised in the Action, whether in the trial court or in the appellate courts.

NOW THEREFORE, the parties agree upon execution of this Settlement Agreement and Full, Final and Complete Release to resolve all matters between them as follows:

Stella agrees to accept the sum of **\$225,000.00** in full settlement of any and all matters Stella raised in or that could have been raised in the Action against the County, its agents, officials (including the Tarrant County District Clerk), employees, officers, and/or attorneys or representatives, including, but not limited to, any and all claims and demands for physical and mental pain and suffering, mental anguish, loss of income, loss of ability and capacity to labor and earn money, loss of earnings, emotional injuries, claims for equitable relief of any and all kinds, claims for hospital, psychiatrist, psychologist, and other doctors bills and expenses, expenses for hospital care and treatment, expenses for drugs, medications, medical tests and laboratories, claims for psychological injuries or emotional distress, and any and all other loss, expense and/or detriment of whatever kind or character, present, past or future, which Stella, either individually or in any capacity, may now have, hereafter have, or claim to have, growing out of, resulting from, or connected in any way with any acts and/or omissions whatsoever of the County, its agents, officials, employees, officers (including the Tarrant County District Clerk), and/or attorneys or representatives as a result of the incident(s) made the basis of this claim.

It is understood and agreed the \$225,000 settlement amount will be distributed to Stella as follows:

A check will be issued to in the amount of \$225,000. This check will be made payable to “TORRE STELLA and SCOTT GILMORE THOMPSON, PLLC.”

The check will be delivered to Jamie Gilmore, Scott Gilmore Thompson, Founders Square, 900 Jackson Street, Suite 550, Dallas, TX 75202. This is the full and final amount to be paid; no further money will be paid to Stella, to his attorney(s), or to any other person or entity. The County makes no representation to Stella regarding the tax consequences of this designation, and Stella is liable for any and all taxes due thereon, if any.

It is understood and agreed that the parties intend to hereby finally resolve the Action and Stella hereby fully releases, waives, acquits, and discharges the County, its agents, officials (including the Tarrant County District Clerk), employees, officers, attorneys and representatives of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which Stella may now have or hereafter have, from any acts and/or omissions growing out of, resulting from, or connected in any way with the incident(s) made the basis of the Action.

Stella agrees to submit to the trial court an agreed order setting aside the judgment in the Action, dismissing the Action with prejudice, with costs assessed to the County. It is understood and agreed that the sum of \$225,000 paid herein to Stella is not merely a recital, but, along with the order described above, is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Stella hereby further represents and warrants that he has entered into this Settlement Agreement and Full, Final and Complete Release of his own free will, in accordance with his own judgment, and upon the advice of his attorney(s) and states that he has not been induced to enter into this Settlement Agreement and Full, Final and Complete Release by any statement, act or representation of any kind or character on the part of the County or on the part of anyone. Stella acknowledges that he had the assistance of competent counsel in this action who have vigorously engaged in negotiations on his behalf, and who have prior to signature of this document explained to Stella the benefits and risks of both settlement and non-settlement of this matter. Stella further acknowledges that he holds harmless the County, its agents, officials (including the Tarrant County District Clerk), employees, officers, attorneys and representatives from any claim of attorney's fees as to his attorney(s); payment of attorney's fees and costs is solely between Stella and his attorney(s), and the County will not pay or be called upon to pay any additional amount as attorney's fees or otherwise, except as herein set out.

In addition, in consideration of said payment, Stella hereby represents and warrants that this settlement is being made purely upon a compromise basis in order to avoid further trouble, litigation and expense, and that the County does not admit liability to Stella or anyone else as a result of the matters complained of or which might have been complained of but do and have at all times denied any and all such liability. Stella represents that he enters into this agreement and accepts its consequences

voluntarily, and that in any proceeding or forum of any kind he is forever barred and estopped from claiming otherwise.

It is understood and agreed that the general release given in this Settlement Agreement and Full, Final and Complete Release by Stella to the County is to cover all claims of all types, whether arising under common law, the statutes or regulations of the State of Texas, of any other state, or of the United States, or any foreign country.

Stella expressly warrants and represents that he is executing this Settlement Agreement and Full, Final and Complete Release, that he is legally competent to do so, and that no assignment, pledge, sale, or transfer of any right, title, interest, or claim of Stella has been made.

Stella further agrees and expressly warrants that he will indemnify and hold completely harmless the County, its agents, officials (including the Tarrant County District Clerk), employees, partners, associates, officers, directors, shareholders, professional associations, corporations, attorneys and representatives and each of them, from any claims derivative of Stella, that may be made in the future, including any claim that may be made by Stella, or any person to whom Stella has assigned any rights, and said indemnification will include, but not be limited to, all amounts of all claims, attorneys' fees, and costs of court.

Stella acknowledges that this Settlement Agreement and Full, Final and Complete Release is being entered into on his part knowingly, voluntarily, and that he has had reasonable time to deliberate regarding its terms, and that he has had the right and time to consult with his attorney.

It is further understood and agreed that this Settlement Agreement and Full, Final and Complete Release contains the entire agreement of the parties. No change, modification, waiver or discharge of any or all of the terms and conditions of this Agreement shall be effective unless made in writing and signed by each party.

This agreement shall be deemed equally drafted by all signatories and the parties they represent, and the language shall not be construed against any party by virtue of authorship hereof. This agreement shall be construed to fully and finally settle all disputes between the parties hereto. The provisions hereof are severable. Should any portion hereof be found invalid, the remainder of the agreement shall continue in force and effect. Enforcement, if such should be necessary, shall be by action in state court in Tarrant County, Texas.

It is further understood and agreed that the law of the State of Texas applies with respect to the interpretation and construction of this Agreement.

WITNESS OUR SIGNATURES on this the fourteenth day of November,
2023.

Torre Stella

TORRE STELLA

