

STATE OF TEXAS

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SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

This Settlement Agreement and Full, Final and Complete Release (the “Agreement”) is entered into by Betty Stewart, Jimmy Stewart, Alyssa Christian Stewart, Savannah Brooke Stewart, Cole Stewart, and Dean Glenn Stewart (herein referred to as “Plaintiffs”) and Tarrant County, Texas (“Defendant”).

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

Reference to “Tarrant County” or “Defendant” includes Tarrant County, Texas, and any of its former, current or future officials, employees, representatives, agents, and contractors. “Tarrant County” or “Defendant” specifically includes Lionel Sanchez, Nicholas Bernal, Christopher Castillo, Clarence Dixon, and Christina Chavez.

Reference to “the Parties” as used herein means Betty Stewart, Jimmy Stewart, Alyssa Christian Stewart, Savannah Brooke Stewart, Cole Stewart, Dean Glenn Stewart, and Tarrant County, Texas.

Reference to “this Lawsuit” as used herein means (1) Case 4:21-cv-00597-O, *Betty Stewart, et al. 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 4:21-cv-00597-O by Plaintiffs against Defendant, including but not limited to, any allegations or claims arising out of Dean Stewart’s April 26, 2020 in custody death, as is more fully described in Plaintiffs’ pleadings on file in this cause, including, but not limited to all claims for wrongful death; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; survival claims; personal injury claims; claims for funeral expenses; claims for medical expenses; claims for pain and suffering and mental anguish; claims for pecuniary losses; claims for loss of companionship and society; claims for loss of inheritance; 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. Plaintiffs 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 FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) will be paid as follows:

- a. \$66,666.67 payable to Gale Law Group, PLLC, and Alyssa Christian Stewart;
- b. \$66,666.67 payable to Gale Law Group, PLLC, and Savannah Brooke Stewart;
- c. \$66,666.67 payable to Gale Law Group, PLLC, and Cole Stewart;
- d. \$66,666.67 payable to Gale Law Group, PLLC, and Dean Glenn Stewart;
- e. \$66,666.66 payable to Gale Law Group, PLLC, and Betty Stewart; and
- f. \$66,666.66 payable to Gale Law Group, PLLC, and Jimmy Stewart.

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. Plaintiffs specifically release 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 for wrongful death; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; survival claims; personal injury claims; claims for funeral expenses; claims for medical expenses; claims for pain and suffering and mental anguish; claims for pecuniary losses; claims for loss of companionship and society;

claims for loss of inheritance; 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, Plaintiffs hereby release Defendant, and by this instrument do 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 they have, 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 Plaintiffs that this be a universal, absolute, and global release of all claims of any kind which they 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, Plaintiffs agree 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. Plaintiffs 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 Plaintiffs, including but not limited to any healthcare subrogation claims and/or claims of Medicare and/or Medicaid.

4. Plaintiffs understand and agree:

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

b. This Agreement is to compromise disputed factual and legal claims of Plaintiffs 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. Plaintiffs sign this Agreement after consultation with their own legal counsel based solely on their own judgment and that of their legal counsel, and they are not relying on any representations of any other party hereto.

e. Plaintiffs 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, Plaintiffs agree to fully and completely defend and hold harmless Defendant of and from any claims made by anyone that are asserted through Dean Stewart (including his heirs, successors, and assigns) or Plaintiffs, or under their or on their behalf, related to this Lawsuit or any injuries, for damages or expenses suffered by Dean Stewart or Plaintiffs regarding Dean Stewart's April 26, 2020 death, 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 FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), the amount being paid herein.**

g. Each Plaintiff hereby acknowledges that he/she has read this Agreement or it has been read to him/her and that he/she fully understands the effect of this Agreement, and that he/she executed it of his/her 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.

WITNESS OUR SIGNATURES on this the 11th day of October, 2022.

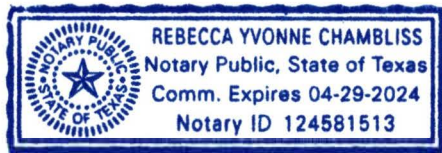
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Betty Stewart
Betty Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared BETTY STEWART, 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 20th day of September, 2022.



Rebecca Yvonne Chambliss
NOTARY PUBLIC, In and For
the State of TEXAS

see next page

Kerry Stewart, attorney-in-fact, for and on behalf of
Jimmy Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

see next page

NOTARY PUBLIC, In and For
the State of TEXAS

see previous page

Betty Stewart


STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared BETTY STEWART, 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 ____ day of _____, 2022.

see previous page

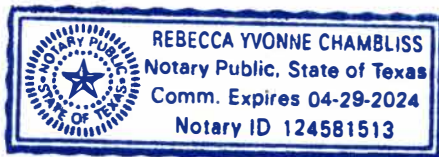
NOTARY PUBLIC, In and For
the State of TEXAS

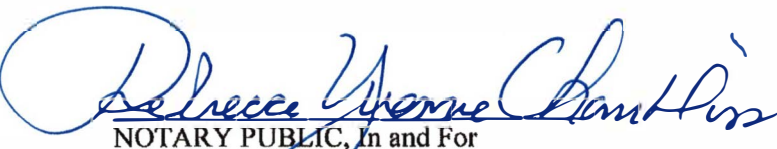

Kerry Stewart, attorney-in-fact, for and on behalf of
Jimmy Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of September, 2022.



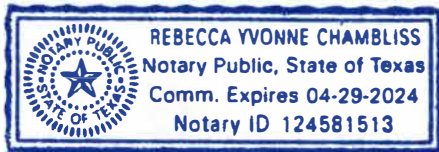

NOTARY PUBLIC, In and For
the State of TEXAS

Alyssa C. Stewart
Alyssa Christian Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared ALYSSA CHRISTIAN STEWART, 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 20th day of September, 2022.



Rebecca Yvonne Chambliss
NOTARY PUBLIC, In and For
the State of TEXAS

see next page

Savannah Brooke Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared SAVANNAH BROOKE STEWART, 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 ____ day of _____, 2022.

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NOTARY PUBLIC, In and For
the State of TEXAS

see previous page

Alyssa Christian Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared ALYSSA CHRISTIAN STEWART, 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 ____ day of _____, 2022.

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NOTARY PUBLIC, In and For
the State of TEXAS

Savannah Stewart

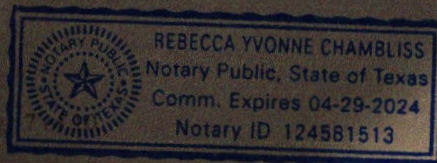
Savannah Brooke Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared SAVANNAH BROOKE STEWART, 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 20th day of September, 2022.

Rebecca Yvonne Chambliss
NOTARY PUBLIC, In and For
the State of TEXAS



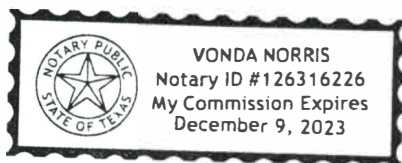



Cole Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7th day of September, 2022.





NOTARY PUBLIC, In and For
the State of TEXAS

see next page

Dean Glenn Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

see next page

NOTARY PUBLIC, In and For
the State of TEXAS

see previous page

Cole Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2022.

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NOTARY PUBLIC, In and For
the State of TEXAS

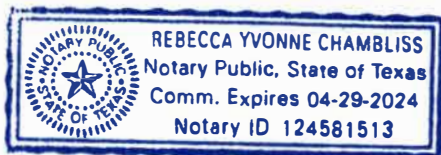
Dean Stewart

Dean Glenn Stewart

STATE OF TEXAS §
COUNTY OF TARRANT §

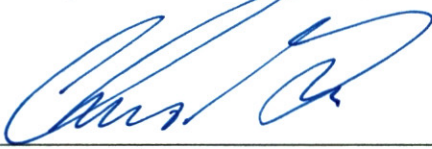
BEFORE ME, the undersigned authority, on this day personally appeared DEAN GLENN STEWART, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument and that he executed the same for the purposes and consideration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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of September, 2022.



Rebecca Yvonne Chambliss
NOTARY PUBLIC, In and For
the State of TEXAS

**FOR PLAINTIFFS
APPROVED AS TO FORM:**



9/26/22

Christopher J. Gale (Date)

Texas Bar No. 00793766

GALE LAW GROUP, PLLC

525 Clifford

Corpus Christi, Texas 78404

Celso Vidaurri III

Texas Bar No. 00794791

623 W. Division St., Suite A

Arlington, Teas 76011-7488

ATTORNEYS FOR PLAINTIFFS

B. GLEN WHITLEY
Tarrant County Judge

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared B. GLEN WHITLEY, Tarrant County Judge, known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument, is authorized to make this agreement, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2022.

NOTARY PUBLIC, In and For
the State of TEXAS

FOR THE COUNTY
APPROVED AS TO FORM*:

 9-26-2022
(Date)

M. Keith Ogle
Assistant Criminal District Attorney
State Bar No. 24037207
Tarrant County Criminal District Attorney's Office
Tarrant County Justice Center
401 West Belknap, 9th Floor
Fort Worth, Texas 76196-0201
ATTORNEY FOR TARRANT COUNTY, TEXAS

* By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).