

RELEASE OF CLAIMS

This Release of Claims (the “**Agreement**”) is entered into by and between Thomas A. Wilder, District Clerk (“**Wilder**”); Odell Campbell, Shawnta Renea Coleman, Thomas Ray Robertson and Bettye Lashane Merritt (collectively, the “**Campbell Plaintiffs**”); and Diana J. Najera, Scott Wiernik, Tairhonda McAfee and Marybeth Lynn Jewell (collectively, the “**Wiernik Plaintiffs**”). Wilder, the Campbell Plaintiffs and the Wiernik Plaintiffs are sometimes collectively referred to as the “**Parties**” or individually as a “**Party**.”

WHEREAS, a dispute arose among the Parties concerning Wilder’s former and discontinued policy of billing court costs to litigants with uncontested affidavits of indigency on file if a final judgment allocated court costs to those litigants (the “**Dispute**”);

WHEREAS, on February 11, 2013, the Campbell Plaintiffs filed a lawsuit styled *Odell Campbell, et al. v. Thomas A. Wilder, District Clerk*, Cause No. 017-264181-13 in the 17th Judicial District Court in Tarrant County, Texas (the “**Lawsuit**”);

WHEREAS, on February 15, 2013, the Wiernik Plaintiffs filed a lawsuit styled *Diana J. Najera, et al. v. Thomas A. Wilder, District Clerk*, Cause No. 352-264278-13 in the 352nd Judicial District Court in Tarrant County, Texas;

WHEREAS, on April 8, 2013, pursuant to an Agreed Order Consolidating Cases, the Wiernik Plaintiffs’ lawsuit against Wilder was consolidated with the Lawsuit;

WHEREAS, it is the desire of the Parties to settle any and all matters and claims in dispute between them in order to avoid the inconvenience, uncertainty and expense of further litigation; and

WHEREAS, the Parties reached the following settlement that will fully and finally settle any and all matters with respect to the Dispute and Lawsuit.

NOW, THEREFORE AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

I. SETTLEMENT

1. Payment. Wilder agrees to have paid, on his behalf, (1) \$120,000.00 to DiFilippo Holistic Law Center c/o Lee A. DiFilippo, counsel for the Campbell Plaintiffs, and (2) \$30,000.00 to Legal Aid of Northwest Texas c/o Thomas J. Stutz, counsel for the Wiernik Plaintiffs within ten (10) business days of the date the fully-executed Agreement is approved by the Tarrant County Commissioners Court and payment instructions are provided by the receiving Party (the “Payments”).
2. Dismissal with Prejudice. Upon execution of this Agreement and receipt of the Payments, the Campbell Plaintiffs will file a notice of non-suit and accompanying order, in a form substantially similar to the notice and order attached hereto as Exhibit A, that effectuates the dismissal with prejudice of all claims asserted, or which could have been asserted, by the Campbell Plaintiffs and/or the Wiernik Plaintiffs against Wilder in the Lawsuit within ten (10) business days of receipt of the Payments.

II. RELEASES

3. Release by the Campbell Plaintiffs. The Campbell Plaintiffs, in consideration of the actions taken herein and the agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, do hereby and for their legal representatives, successors, and assigns, **RELEASE, ACQUIT AND FOREVER DISCHARGE** Wilder, related entities and governmental units, including but not limited to the Tarrant County District Clerk and Tarrant County, and their past and present officers, officials, directors, employees, agents, representatives, attorneys, guarantors

and assigns from any and all claims, actions, causes of action, demands, rights, damages, costs and expense which the Campbell Plaintiffs asserted or could have asserted, whether known or unknown, relating to or arising out of the Dispute and/or Lawsuit. However, such release does not apply to the contractual obligations contained in this Agreement.

4. Release by the Wiernik Plaintiffs. The Wiernik Plaintiffs, in consideration of the actions taken herein and the agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, do hereby and for their legal representatives, successors, and assigns, **RELEASE, ACQUIT AND FOREVER DISCHARGE** Wilder, related entities and governmental units, including but not limited to the Tarrant County District Clerk and Tarrant County, and their past and present officers, officials, directors, employees, agents, representatives, attorneys, guarantors and assigns from any and all claims, actions, causes of action, demands, rights, damages, costs and expense which the Wiernik Plaintiffs asserted or could have asserted, whether known or unknown, relating to or arising out of the Dispute and/or Lawsuit. However, such release does not apply to the contractual obligations contained in this Agreement.

III. ADDITIONAL PROVISIONS

5. Authority. The Parties hereby expressly represent and warrant that the person(s) executing this Agreement is duly authorized and entitled to execute this Agreement on behalf of the Parties.

6. No Assignments. The Parties represent and warrant that they have not sold, conveyed, assigned, encumbered or otherwise transferred any part of any claim or cause of action that they may have against the other Party.

7. Freedom of Choice. The Parties agree the Agreement has been entered into freely and without duress after having consulted with the attorneys and/or professionals of their choice. This Agreement, or any portion thereof, shall not be construed against the Party who initially prepared

it, but shall be construed as if all Parties jointly prepared each and every part thereof, and any uncertainty or ambiguity shall not be interpreted to the detriment of any Party on such basis. Further, the Parties understand that each Party is relying upon the representations made in this Agreement, and the Parties knowingly waive (i) any claim that this settlement was induced by any misrepresentation or nondisclosure, and (ii) any right to rescind or avoid this settlement based upon presently existing facts, known or unknown.

8. No Admission of Liability. By entering into this Agreement, the Parties do not admit any liability. In fact, the Parties explicitly and expressly deny any and all liability whatsoever from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature arising out of the Dispute and/or Lawsuit.

9. Terms Contractual. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals, and that the agreements herein contained and the consideration transferred are to compromise disputed claims, to avoid litigation and buy peace, and that no payments made or releases or other consideration given shall be construed as an admission of liability or wrongdoing and all such liability is expressly denied.

10. Severability. In case any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. Applicable Law & Venue. It is also understood and agreed that this Agreement shall be governed by and construed in accordance with Texas law, without regard to its conflict of laws rules. Any action arising out of or relating to this Agreement shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of, the federal or state courts situated in Tarrant County, Texas.

12. Modification of Agreement. It is expressly understood and agreed that this Agreement may not be altered, amended, waived, modified, or otherwise changed in any respect or particular whatsoever, except in writing, which writing must be signed by authorized representatives of the Parties. The Parties further acknowledge and agree that they will make no claims at any time or place that this Agreement has been orally supplemented, modified, or altered in any respect whatsoever.

13. Counterparts. This Agreement may be executed in counterparts (separately faxed or emailed signature pages), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Entire Agreement. This Agreement constitutes the full and final settlement and understanding among the Parties and supersedes and replaces all prior negotiations and agreements, whether written or oral, concerning the subject matter hereof.

SIGNED AND EXECUTED this ____ day of _____, 2023.

*****SIGNATURES ON FOLLOWING PAGES*****

AGREED AS TO FORM AND SUBSTANCE:

THOMAS A. WILDER, DISTRICT CLERK

By: Thomas A. Wilder

Name: Thomas A. Wilder

Title: Tarrant County District Clerk

Date: 7-11-23

THE CAMPBELL PLAINTIFFS

By: _____

Name: _____

Title: _____

Date: _____

THE WIERNIK PLAINTIFFS

By: _____

Name: _____

Title: _____

Date: _____

AGREED AS TO FORM AND SUBSTANCE:

THOMAS A. WILDER, DISTRICT CLERK

By: _____

Name: _____

Title: _____

Date: _____

THE CAMPBELL PLAINTIFFS

By:  _____

Name: Lee A. DiFilippo

Title: Counsel for Campbell Plaintiffs

Date: July 12, 2023

THE WIERNIK PLAINTIFFS

By: _____

Name: _____

Title: _____

Date: _____

AGREED AS TO FORM AND SUBSTANCE:

THOMAS A. WILDER, DISTRICT CLERK

By: _____

Name: _____

Title: _____

Date: _____

THE CAMPBELL PLAINTIFFS

By: _____

Name: _____

Title: _____

Date: _____

THE WIERNIK PLAINTIFFS

By: _____

Name: Thomas J. Stutz

Title: Director of Litigation, Legal Aid of NorthWest Texas

Date: July 12, 2023

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*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.

EXHIBIT A

WHEREFORE, Wilder, the Campbell Plaintiffs and the Wiernik Plaintiffs respectfully request that the Court grant this Joint Notice of Non-Suit with Prejudice and dismiss, with prejudice (1) all claims brought by the Campbell Plaintiffs against the Wilder in this cause, and (2) all claims brought by the Wiernik Plaintiffs against Wilder in this cause.

Respectfully submitted,

/s/

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COUNSEL FOR CAMPBELL PLAINTIFFS

/s/

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/s/ W. Chase Medling

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COUNSEL FOR WILDER

CERTIFICATE OF SERVICE

This is to certify that on this ____ day of July, 2023, a true and correct copy of the foregoing document was served upon all counsel of record via the Court's electronic case filing system pursuant to Tex. R. Civ. P. 21a.

/s/_____

**ODELL CAMPBELL, SHAWN
RENEA COLEMAN, THOMAS RAY
ROBERTSON AND BETTYE
LASHANE MERRITT**

&

**DIANA J. NAJERA, SCOTT
WIERNIK, TAIRHONDA MCAFFEE,
AND MARYBETH LYNN JEWELL,**

Plaintiffs,

V.

**THOMAS A. WILDER,
DISTRICT CLERK,**

District Clerk/Defendant.

IN THE DISTRICT COURT OF

TARRANT COUNTY, TEXAS

17TH JUDICIAL DISTRICT

ORDER OF NON-SUIT WITH PREJUDICE

Came to be considered the Joint Motion of Non-Suit with Prejudice filed by Thomas A. Wilder, District Clerk (“**Wilder**”); Odell Campbell, Shawnta Renea Coleman, Thomas Ray Robertson and Bettye Lashane Merritt (collectively, the “**Campbell Plaintiffs**”); and Diana J. Najera, Scott Wiernik, Tairhonda McAfee and Marybeth Lynn Jewell (collectively, the “**Wiernik Plaintiffs**”). Wilder, the Campbell Plaintiffs and the Wiernik Plaintiffs have settled all disputes between and among them and have requested that the Court dismiss, with prejudice (1) all claims brought by the Campbell Plaintiffs against Wilder in this cause, and (2) all claims brought by the Wiernik Plaintiffs against Wilder in this cause.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that (1) all claims brought

by the Campbell Plaintiffs against Wilder in this cause, and (2) all claims brought by the Wiernik Plaintiffs against Wilder in this cause be and are hereby DISMISSED with prejudice to their being refiled. Each party is to bear its/their own attorneys' fees and costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the above-styled and numbered action and all claims asserted therein be and is hereby dismissed with prejudice.

SIGNED this ____ day of _____, 2023.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:

/s/_____
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