

STATE OF TEXAS §
TARRANT COUNTY §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

This Settlement Agreement and Full, Final and Complete Release (“Agreement”) is entered into by Roddrick B. Newhouse, Chapter 7 Trustee for the Bankruptcy Estate of Sondrea Doneille Miller (“**Trustee**”) and Sondrea Doneille Miller, as the Independent Administrator of the Estate of Javonte Lakendrick Myers, Deceased (asserting claims on behalf of the Estate and all of Javonte’s heirs (including Sondrea Miller, KaKeshia Black [decedent’s adult half-sister], Jaquentes Myers [decedent’s adult brother], and Joshua Myers [decedent’s adult half-brother])) (“**Miller**”) (collectively “Trustee” and “Miller” are hereinafter referred to either individually or collectively as “**Plaintiffs**”) and Tarrant County, Texas (“**Defendant**”).

Reference to the “**Trustee**” or “**Plaintiff Trustee**” means Roddrick B. Newhouse, Chapter 7 Trustee for the Bankruptcy Estate of Sondrea Doneille Miller.

Reference to “**Debtor**” means Sondrea Doneille Miller (**individually**).

Reference to “**Miller**” or “**Plaintiff Miller**” means Sondrea Doneille Miller, as the Independent Administrator of the Estate of Javonte Lakendrick Myers, Deceased.

Reference to the “**Bankruptcy Estate**” means the Bankruptcy Estate of Debtor Sondrea Doneille Miller (**individually**).

Reference to the “**Bankruptcy Case**” means Case No. 19-41217 currently pending in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division in which Sondrea Doneille Miller is the Debtor and Roddrick B. Newhouse is the duly appointed Chapter 7 Trustee.

Reference to “**Plaintiffs**” means the Trustee (as the Chapter 7 Trustee of the Bankruptcy Estate of Debtor Sondrea Doneille Miller (**individually**), and Sondrea Doneille Miller (**as the**

Independent Administrator of the Estate of Javonte Lakendrick Myers, Deceased) and includes Plaintiffs' heirs, devisees, executors, administrators, personal representatives, wrongful death beneficiaries, successors, agents, assignees, and others in privity with Plaintiffs, 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, contractors, and agents, including but not limited to Erik Gay and Darien Kirk.

Reference to "**the Parties**" means Plaintiffs and Defendant, as each is herein defined.

Reference to "**this Lawsuit**" or "**the Lawsuit**" as used herein means (1) Case 4:22-cv-00457-O, *Sondrea Miller, et al. v. Tarrant County, Texas, et al.* in the Northern District of Texas, Fort Worth Division; and (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-00457-O by Plaintiff against Defendant, including but not limited to, any allegations or claims arising out of Javonte Myers's June 19, 2020 in custody death, as is more fully described in Plaintiff's 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/burial 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, related to this Lawsuit and/or the occurrence in question, so that they will have no further obligations to or involvement with each other, related to this Lawsuit and/or the occurrence in question, 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, related to this Lawsuit and/or the occurrence in question, 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, Plaintiff Miller represents and warrants that she has brought the wrongful death claims in this Lawsuit on behalf of all wrongful death beneficiaries and as the lawfully appointed Independent Administrator of the Estate of Javonte Lakendrick Myers;

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. The Trustee, on behalf of the Bankruptcy Estate, and Miller, as the Independent Administrator of the Estate of Javonte Lakendrick Myers, Deceased, 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 ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) ("**Settlement Payment**") will be paid as follows:

- a. The sum of Nine Hundred Thousand Dollars (\$900,000.00) shall be paid to the Trustee, such funds being paid for settlement of all alleged wrongful death claims and/or damages which have been or could have been brought or sought in this Lawsuit related to the occurrence in question;
- b. The sum of One Hundred Thousand Dollars (\$100,000.00) shall be paid to Law Offices of Dean Malone, P.C., Tax ID 75-2734371, such funds being paid in trust for Plaintiff Miller, for settlement of all alleged survival/estate claims of the heirs-at-law of Javonte Lakendrick Myers for alleged damages including but not limited to funeral and burial expenses, medical expenses, and Javonte Lakendrick Myers' conscious pain and suffering as a result of the occurrence in question;

3. The entire \$1,000,000.00 Settlement Payment is being paid for damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal

Revenue Code of 1986, as amended, and does not include any compensation for or attributable to claims for lost wages, loss of earning capacity, or exemplary damages

4. 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.

5. 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 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 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. Should the Settlement Payment referenced above not be reasonably timely paid once the Agreement has become effective and made known to Defendant, such releases by the Plaintiffs are null and void.

2. For and in consideration of the recitals set forth above and the further consideration set forth below, Defendant hereby releases Plaintiffs, and by this instrument does forever release, acquit, and discharge Plaintiffs 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.

3. It is the intention of the Parties that this be a universal, absolute, and global release of all claims of any kind which they might have, now and forever, against one another to the extent such claims arise out of or relate to Javonte Myers's death or this Lawsuit. Should any court, by

judgment or decree, determine this Agreement does not fully and finally discharge every such claim, the Parties agree to reform this Agreement and to release any such claim or cause of action against any Party that becomes the subject matter of said judgment or decree.

4. Plaintiff Miller hereby represents and warrants that she has brought the wrongful death claims in this Lawsuit on behalf of all wrongful death beneficiaries and as the lawfully appointed Independent Administrator of the Estate of Javonte Lakendrick Myers.

5. Plaintiffs hereby further represent that all lawful statutory, equitable, and contractual liens or subrogation interests, attorneys' fees, or any other expenses incurred as a result of, or relating to, this Lawsuit have been satisfied or otherwise will be resolved by Plaintiff, including but not limited to any healthcare subrogation claims, claims of Medicare and/or Medicaid, and/or claims arising out of the Bankruptcy Case as identified above.

6. Plaintiffs hereby further represent that they 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 Plaintiff Miller 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 the ability to confer and consult with their own legal counsel based solely on their own judgment, and they are not relying on any representations of any other party hereto.

e. The Parties hereby represent and warrant to one another that (a) they are fully competent and capable of entering into this Agreement, and intend that this Agreement be fully binding upon and shall inure to the benefit of their lawful successors, assign and heirs; and (b) 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 Miller agrees to fully and completely defend and hold harmless Defendant of and from any future claims made by anyone that are asserted through Javonte Myers (including his heirs, successors,**

and assigns) or Plaintiff Miller, or under their or on their behalf, related to this Lawsuit or any injuries, for damages or expenses arising out of or resulting from Javonte Myers's June 19, 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, making a claim by, through, or under Plaintiff Miller, any amount in excess of the aggregate sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), the amount being paid herein, for claims related to this Lawsuit and/or the occurrence in question.

g. Plaintiffs hereby acknowledge that they have read this Agreement or it has been read to them and that they fully understand the effect of this Agreement, and that they executed it of their own free will and accord for the consideration set forth herein, after the ability to confer and consult with their own legal counsel.

h. This Agreement contains the entire agreement between the Parties related to this Lawsuit and/or the occurrence in question and supersedes all prior agreements, arrangements, or understandings between the Parties related to this Lawsuit and/or the occurrence in question. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement shall not be amended, altered, revised, modified, terminated or changed except by a subsequent written agreement signed by the Parties.

i. Each party hereby represents and 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.

7. This Agreement is conditioned upon and shall not become effective unless and until it is approved by the Bankruptcy Court.

8. The Bankruptcy Court shall retain jurisdiction to enforce and construe the terms and provisions of this Agreement.

9. This Agreement is made and entered into under the laws of the State of Texas and Title 11 of the UNITED STATES CODE, and shall be interpreted, applied and enforced under those laws. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Texas and Title 11 of the UNITED STATES CODE, and any litigation concerning this Agreement shall be held in the Bankruptcy Court.

10. This Agreement represents the final agreement between the Parties. No oral representations or understandings concerning the subject matter have or shall operate to amend, supersede, or replace any of the terms or conditions set forth herein.

WITNESS OUR SIGNATURES on this the _____ day of _____, 2023.

[*Remainder of Page Intentionally Left Blank*]
[*Signatures Follow On Next Page*]




Sondrea Doneille Miller, as the Independent
Administrator of the Estate of Javonte Lakendrick
Myers

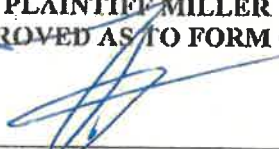
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared SONDREA
DONEILLE MILLER, 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 25 day of
AUGUST, 2023.

 ABDUL SIDDIQUI
Notary ID #130500590
My Commission Expires 08-28-2024
NOTARY PUBLIC, in and for
the State of TEXAS

**FOR PLAINTIFF MILLER
APPROVED AS TO FORM ONLY:**



T. Dean Malone
Texas State Bar No. 24003265
dean@deanmalone.com
Law Offices of Dean Malone, P.C.
900 Jackson Street, Suite 730
Dallas, Texas 75202
Telephone: (214) 670-9989
Telefax: (214) 670-9904

ATTORNEYS FOR PLAINTIFF MILLER



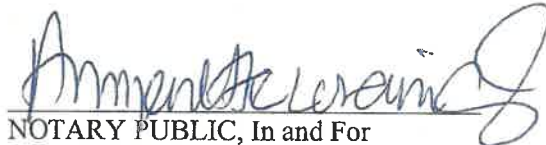
RODDRICK B. NEWHOUSE

Chapter 7 Trustee for the Bankruptcy Estate of
Sondrea Doneille Miller

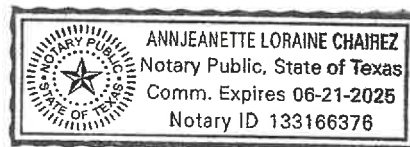
STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared RODDRICK B. NEWHOUSE, Chapter 7 Trustee, 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 25 day of August, 2023.



NOTARY PUBLIC, In and For
the State of TEXAS



TIM O'HARE
County Judge

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared TIM O'HARE, 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 _____, 2023.

NOTARY PUBLIC, In and For
the State of TEXAS

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____



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.