



between November 29, 2012, and January 1, 2013 (“the occurrence”); and

**WHEREAS**, Plaintiff has instituted the above-styled and numbered cause against Defendants seeking to recover compensation for damages he allegedly sustained as a result of the occurrence in question; and

**WHEREAS**, bona fide disputes and controversies exist between Plaintiff and Defendants and among LaSalle Defendants and Johnson County Defendants, both as to liability and damages, as well as the amount thereof, and by reason of said disputes and controversies, Plaintiff and Defendants desire to compromise and settle all claims and causes of action of any kind whatsoever which Plaintiff and/or Johnson County Defendants have or may have in the future arising out of the occurrence or transaction which is the subject of this litigation.

**Consideration.** NOW, THEREFORE, for and in consideration of the recitals set forth above, and payment of One Hundred Twenty-Five Thousand Dollars and 00/100THS (\$125,000.00) made to Plaintiff by LaSalle Defendants, Princeton, and Munich Reinsurance, the sufficiency of which is hereby acknowledged, Plaintiff has this day given the releases set forth herein immediately following in favor of LaSalle Defendants and Johnson County Defendants and Johnson County Defendants have this day given the releases set forth herein immediately following in favor of LaSalle Defendants, Princeton, and Munich Reinsurance.

**Releases.** NOW, THEREFORE, for and in consideration of the amount set forth above, the sufficiency of which is hereby acknowledged, Plaintiff, his successors, and assigns have this day released and by this instrument do hereby release, acquit, and forever discharge Southwestern Correctional, L.L.C. d/b/a LaSalle Southwest Corrections; LaSalle Corrections Transport, L.L.C.; Eddie Williams; Munich Reinsurance; Princeton; and their agents, servants, directors, officers, employers, employees, insurers, attorneys, including Fee, Smith, Sharp & Vitullo, L.L.P., and assigns; Sheriff Robert Alford; Johnson County, Texas, and its agents, servants, directors, officers, employees, insurers, attorneys, including Blaies & Hightower, L.L.P., and assigns; and all persons natural or corporate in privity with Defendants from any and all claims, causes of action, demands, liabilities, suits, and costs of any kind whatsoever, at common law, statutory, or otherwise, that Plaintiff has or might have, known or unknown, fixed or contingent, liquidated or unliquidated, now existing or that might arise hereafter, directly or indirectly attributable to the above described

occurrence or arising from his detention in the Johnson County Law Enforcement Center, for which the details of said occurrence reference is herein made to the pleadings on file in the above entitled and numbered cause, it being intended by Plaintiff that he release all claims of any kind that he might have against those hereby released, whether asserted in the above captioned suit or not, including property damages, diminished value, loss of use damages, statutory damages, rental expenses, personal injury damages, wrongful death damages, exemplary damages, breach of contract, extra-contractual damages, attorney's fees, prejudgment interest, post-judgment interest, and costs of suit directly or indirectly attributable to the above-described occurrence in question; and

NOW, THEREFORE, for and in consideration of the amounts set forth above, the sufficiency of which is hereby acknowledged, Johnson County and Sheriff Robert Alford, their successors and assigns, have this day released and by this instrument do hereby release, acquit, and forever discharge Southwestern Correctional, L.L.C. d/b/a LaSalle Southwest Corrections; LaSalle Corrections Transport, L.L.C.; Eddie Williams; Munich Reinsurance; Princeton; and their agents, servants, directors, officers, employers, employees, insurers, attorneys, including Fee, Smith, Sharp & Vitullo, L.L.P., and assigns; and all persons natural or corporate in privity with LaSalle Defendants from any and all claims, causes of action, demands, liabilities, suits, and costs of any kind whatsoever, at common law, contractually, statutory, or otherwise, that Johnson County or Sheriff Robert Alford has or might have, known or unknown, fixed or contingent, liquidated or unliquidated, now existing or that might arise hereafter, directly or indirectly attributable to the above described occurrence, for the details of which reference is herein made to the pleadings on file in the above entitled and numbered cause, it being intended by Johnson County and Sheriff Alford that they release all claims of any kind that they might have against those hereby released, despite those claims not having been raised in the above-captioned suit, including statutory damages, breach of contract, extra-contractual damages, attorney's fees, prejudgment interest, post-judgment interest, and costs of suit directly or indirectly attributable to the above-described occurrence in question.

It is expressly intended and understood that reference is made to the pleadings of the respective parties on file herein for a more complete description of said events and of the respective

contentions of the parties. This Settlement is intended to cover all claims which may possibly exist between the parties, whether or not included in a claim for damages under any statutory, common law and/or other provision; and

It is expressly intended and understood that all sums set forth above constitute damages on account of physical injuries or sickness, within the meaning of § 104(a)(2) of the Internal Revenue Code of 1986, as amended, and as discussed and applied by Internal Revenue Service Memorandum No. 201045023, released November 12, 2010. It is the understanding of all Parties that no damages contemplated in this document represent damages for gross negligence, malice, punitive damages, or exemplary damages.

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 herein transferred are to compromise doubtful and disputed claims, avoid litigation, and buy peace, and that no payments made nor any releases or other considerations given shall be construed as an admission of liability, all liability being expressly denied herein; and

**IN CONSIDERATION OF THE AFORESAID PAYMENT AND THIS COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, PLAINTIFF DOES HEREBY AGREE TO DEFEND INDEMNIFY AND HOLD FOREVER HARMLESS ALL DEFENDANTS, MUNICH REINSURANCE AMERICA, INC., PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY, AND ALL OF THEIR AGENTS, SERVANTS, DIRECTORS, OFFICERS, EMPLOYERS, EMPLOYEES, INSURERS, ATTORNEYS, INCLUDING FEE, SMITH, SHARP & VITULLO, L.L.P., BLAIES & HIGHTOWER, L.L.P., ASSIGNS AND ALL PERSONS NATURAL OR CORPORATE IN PRIVITY WITH THEM AGAINST ANY LOSS FROM ANY FURTHER CLAIM, DEMAND, OR ACTION THAT MAY HEREAFTER AT ANY TIME BE MADE OR BROUGHT AGAINST THEM BY ANYONE FOR OR ON BEHALF OF PLAINTIFF FOR THE PURPOSE OF ENFORCING ANY FURTHER CLAIM FOR DAMAGE, LOSS, EXPENSE, OR OTHERWISE, ON ACCOUNT OF THE DAMAGES AND INJURIES ALLEGEDLY SUFFERED OR MAY BE SUFFERED IN CONSEQUENCE OF THE INCIDENT OR OCCURRENCE REFERRED TO ABOVE OR**

**FROM THE TRANSACTION REFERRED TO HEREIN; and**

Plaintiff understands and agrees that the foregoing indemnity provision is intended to apply to any legal cause of action including, but not limited to negligence, gross negligence, negligence *per se*, false imprisonment, malice, statutory, contract, allegations of violation of federal constitutional rights, and/or equitable or contractual subrogation, which may be brought by Plaintiff or any of his successors and assigns, against any Defendant, collectively or alone, as well as Munich Reinsurance and Princeton, to recover any and all damages, expenses, subrogation interests, and/or liens incurred by or on behalf of Plaintiff in connection with the occurrence in question or the transaction herein.

In consideration of the aforesaid payment, Plaintiff understands, represents, warrants, and agrees to pay and be solely responsible for paying all expenses and all subrogation interests or liens, past and future, incurred by, for, or on his behalf in connection with the alleged incident or occurrence which forms the basis of this lawsuit.

In consideration of the aforesaid payment, Johnson County, Texas, and Sheriff Robert Alford understand, represent, warrant, and agree to pay and be solely responsible for paying all expenses, attorneys' fees, costs of court, and all subrogation interests or liens, past and future, incurred by, for, or on their behalf in connection with their investigation and/or defense against Plaintiff's claims related to the alleged incident or occurrence which forms the basis of this lawsuit.

Plaintiff hereby acknowledges receipt of the settlement proceeds and stipulates that the consideration provided for this release and discharge is legally and factually sufficient to support his obligations under this agreement.

Johnson County and Sheriff Robert Alford acknowledge payment of the settlement proceeds by LaSalle Defendants, Princeton, and Munich Reinsurance to Plaintiff on their behalf and stipulate that this consideration provided for this release and discharge and is legally and factually sufficient to support their obligations under this agreement.

Plaintiff understands and agrees that this Release is in full satisfaction for all damages arising on account his detention in the Johnson County Law Enforcement Center and in relation to the above described occurrence and that Plaintiff will receive no further sums of money.

Plaintiff, Johnson County, and Sheriff Robert Alford each warrant that they have read this agreement and fully understand it to be a compromise settlement and a release of claims, known

or unknown, present and future in relation to the detention of Plaintiff in the Johnson County Law Enforcement Center and Plaintiff's claims arising therefrom.

Plaintiff further warrants that he is of legal age and is legally competent to execute this Release, which he understands to be contractual, and that Plaintiff has agreed to execute said release of his own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

Johnson County warrants that its authorized representative and signator of this release is of legal age and is legally competent to execute this Release, which it understands to be contractual, and that Johnson County has agreed to execute said release of its own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

Sheriff Robert Alford warrants that he is of legal age and is legally competent to execute this Release, which he understands to be contractual, and that he has agreed to execute said release of his own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

Plaintiff further warrants and covenants that he will cause the hereinabove described claims now pending against Defendants to be dismissed with prejudice to the refiling thereof against Defendants.

**THE PROVISIONS OF THIS SETTLEMENT AGREEMENT AND RELEASE ARE CONTRACTUAL AND ARE NOT MERE RECITALS.**

WITNESS MY HAND this the 10 day of Dec 2014.

Signature:

Oliver Vaughn

Printed Name:

OLIVER VAUGHN

STATE OF TEXAS

§

COUNTY OF Tarrant

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BEFORE ME, the undersigned authority, on this day there personally appeared Oliver Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being duly sworn by me, deposed and acknowledged to me that she has executed the same for the purposes and considerations therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 10 day of Dec 2014, to certify which witness my hand and seal of office.



[Signature]  
Notary Public, State of Texas

Oliver Vaughn v. Southwestern Correctional, L.L.C., et al.  
Compromise Settlement Agreement and Release

WITNESS MY HAND this the 8<sup>th</sup> day of December 2014.

Signature: 

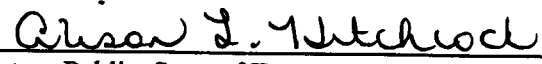
Printed Name: Roger Harmon  
**AUTHORIZED SIGNATOR AND AGENT FOR  
JOHNSON COUNTY, TEXAS**

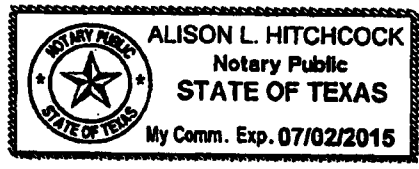
STATE OF TEXAS §

COUNTY OF Johnson §

BEFORE ME, the undersigned authority, on this day there personally appeared Roger Harmon known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being duly sworn by me, deposed and acknowledged to me that she has executed the same for the purposes and considerations therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 8<sup>th</sup> day of December 2014, to certify which witness my hand and seal of office.

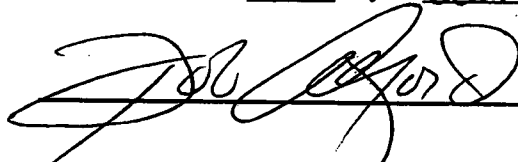
  
Notary Public, State of Texas





WITNESS MY HAND this the 9<sup>th</sup> day of December 2014.

Signature:



Printed Name:

**SHERIFF ROBERT ALFORD**

STATE OF TEXAS

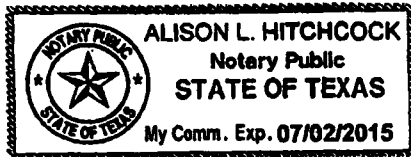
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COUNTY OF Johnson

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BEFORE ME, the undersigned authority, on this day there personally appeared Bob Alford, known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being duly sworn by me, deposed and acknowledged to me that she has executed the same for the purposes and considerations therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 9<sup>th</sup> day of December 2014, to certify which witness my hand and seal of office.



Alison L. Hitchcock  
Notary Public, State of Texas



Respectfully submitted,

**FEE, SMITH, SHARP AND VITULLO, L.L.P**

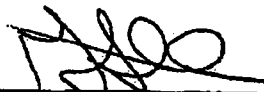


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and EDDIE WILLIAMS**

**BLAIES & HIGHTOWER, L.L.P.**

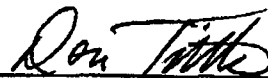


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**ATTORNEYS JOHNSON COUNTY and  
ROBERT ALFORD**

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**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

THIS WILL CERTIFY that a true and correct copy of the foregoing instrument has been mailed, telecopied, electronically served through ECF, or hand delivered to all attorneys of record in this cause of action on the 22nd day of December, 2014.



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**KRISTOPHER E. MOORE**