

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

Carl Starr
Plaintiff,

v.

The County of El Paso, Texas,
Defendant.

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Cause No. 06 CA 0188-PRM

SETTLEMENT AGREEMENT
And RELEASE Of All Claims Between CARL STARR and THE COUNTY
OF EL PASO, TEXAS

It is hereby stipulated and agreed by and between Carl Starr, Plaintiff and The County of El Paso, Texas, Defendant as follows:

The parties do hereby agree to settle and compromise the above-styled action under the terms and conditions set forth herein.

WHEREAS, Carl Starr has filed the above styled and numbered lawsuit against the Defendant wherein Carl Starr alleging that he was unlawfully detained by the an unknown deputy of the El Paso County Sheriff's Department;

WHEREAS, The County of El Paso denies the Plaintiff's allegations;

WHEREAS, the allegations of Carl Starr's lawsuit encompasses claims, which may be and are asserted under various federal causes of action, including, but not limited to violations of the Fourth and Fourteenth Amendment under 42 U.S.C. §1983 and any all other claims or causes of action listed in Plaintiff's First Amended Complaint.

NOW, THEREFORE, for and in consideration of payment to Carl Starr in the sum of

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Five Hundred Dollars and no cents (\$500.00), and the payment to attorney the Texas Civil Rights Project of Three Thousand and Five Hundred Dollars and no cents (\$3,500.00) for legal fees, the receipt and sufficiency of which is hereby acknowledged, **Carl Starr** hereby releases and forever discharges, Defendant **The County of El Paso, Texas**, in this cause of action, to include discharge of its employees, servants, agents, and attorneys, hereinafter "**Releasees**" of and from all claims, actions, causes of action, demands, rights, claims for compensatory and punitive damages and costs, attorney's fees, expenses, compensation, economic losses, loss of profits and all consequential damages whatsoever flowing therefrom, including but not limited to, claims for any and all damages asserted under the Fourth and Fourteenth Amendment, pursuant to 42 U.S.C. §1983, and any all other claims or causes of action listed in Plaintiff's First Amended Complaint.

IT IS FURTHER UNDERSTOOD AND AGREED that the El Paso County Sheriff's Department shall memorialize in writing its policy that prohibits Sheriff's Department Deputies from enforcing civil immigration law.

IT IS FURTHER UNDERSTOOD AND AGREED that the El Paso County Sheriff's Department shall provide training for its peace officers to assist the officers in understanding the limits of their authority with regard to enforcement of civil immigration law.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement completely and forever compromises and settles all matters in dispute between **Carl Starr** and **The County of El Paso** and its Releasees which have been, are, or could have been alleged by **Carl Starr** in his First Amended Complaint.

IT IS FURTHER UNDERSTOOD AND AGREED that **Carl Starr** is acting on his own free will and is doing so voluntarily; that he is not relying upon any promise, warranty, representation, express or implied, or agreement of any kind whatsoever, made directly or indirectly, by an agent, employee, or lawyer of the parties being released or any person or firm in privity with the parties being released; and each party understands that this is a full, final and complete settlement of all claims of any kind or character whatsoever, both known or unknown, arising out of those matters described herein.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement is made solely for the purpose of avoiding litigation and making peace, and that in entering into this Agreement, **The County of El Paso** and/or its Releasees are in no way admitting liability, but are expressly denying liability.

IT IS FURTHER UNDERSTOOD AND AGREED that **Carl Starr** hereby covenants and agrees not to sue, institute or cooperate in the institution, commencement, filing or prosecution of any suit, administrative proceeding, demand, claims or causes of action, whether asserted individually or derivatively, against **The County of El Paso** and/or its Releasees and all other parties hereby released relating to any and all matters made the subject of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that the payment and acceptance of the sum herein described duly settles every claim of any character whatsoever which **Carl Starr** has or may have against **The County of El Paso** and/or its Releasees in regard to the facts made the basis of this lawsuit. Furthermore, all claims or consequences of damages, economic loss, exemplary damages, prejudgment interest, or any other pecuniary and non-pecuniary damages

claimed have been taken into consideration and all amounts to which any party claims an interest have been taken into consideration and will be paid from the payments made by or on behalf of **The County of El Paso** and/or its Releasees.

IT IS FURTHER UNDERSTOOD AND AGREED that each party to this Agreement warrants and represents that it has read the above and foregoing Agreement, and every word of it, and each party to this Agreement understands that it is a full, final and complete settlement and release of all claims, held, owned or possessed in any capacity whatsoever by each releasing party as against each released party.

IT IS FURTHER UNDERSTOOD AND AGREED that **Carl Starr** warrants that no claims, demands, damages, actions, causes of action or suit in equity hereby released has been assigned to any third-party and that this Agreement is executed without reliance on any statement or representation made by any third-party which is not contained herein.

IT IS FURTHER UNDERSTOOD AND AGREED that the undersigned each warrant that no inducements have been made to him/her on behalf of **The County of El Paso** and/or its Releasees, and that in deciding to release his claim and to execute this Agreement, **Carl Starr** has relied solely and only upon his own judgment and the advice given to him by his attorney, with whom he has had an opportunity to consult.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be deemed to have been jointly prepared by all parties hereto, and no ambiguity of this Agreement shall be construed against any party based upon the identity of the author of this Agreement or any portion thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be governed by, construed and interpreted, and the rights of the parties determined in accordance with the laws of the State of Texas.

IT IS FURTHER UNDERSTOOD AND AGREED that the statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event any one or more of the provisions of this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision herein.

IT IS FURTHER UNDERSTOOD AND AGREED that all references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neutral genders and all covenants, agreements and obligations herein assumed by the parties shall be deemed to be joint and several covenants, agreements and obligations of several persons named herein.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be binding on each and every party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries or any other related capacity with respect to any and all of the claims that Carl Starr have brought against The County of El Paso and/or its Releasees.

IT IS FURTHER UNDERSTOOD AND AGREED that the representations,

warranties, covenants, and agreements set forth herein shall survive the execution of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement and the representations, warranties, and agreements set forth herein shall survive the discovery of different facts and shall continue in full force and effect and be unaffected by the discovery of different or additional facts.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement may be executed in multiple counterparts, each which taken together shall constitute one and the same instrument. The parties agree that this Agreement contains the entire understanding of the parties.

IT IS FURTHER UNDERSTOOD AND AGREED that Carl Starr, his heirs, executors, administrators, or assigns further agree to reimburse, indemnify and hold harmless, **The County of El Paso, Texas** and/or its Releasees, from any and all causes of action, claims, liens, rights, subrogation or contribution interests, including any claims brought forth under any theory of contribution or joint and several liability which may arise directly and/or indirectly from any third party and/or any co-defendant claims arising from further litigation from or by any or all of the non-settling defendants in this cause of action which may be incident to or resulting directly from further litigation arising from the claims asserted by **Carl Starr**, or by any third party or any other named defendants against **The County of EL Paso, Texas** and/or its Releasees.

IT IS FURTHER UNDERSTOOD AND AGREED that Carl Starr will execute and

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file with the Court such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice, and without costs, from the docket of the Court. This Release is contractual and not a mere recital.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties agree that the settlement date shall be the date of the execution of this Agreement. Each party hereto acknowledges that it has read and understands the effect of the above and foregoing release, and executes same of their own free will and accord for the purposes and considerations set forth.

IN WITNESS WHEREOF, the parties have executed this Release effective this _____ day of July, 2006.

Carl Starr
Carl Starr

SWORN TO AND SUBSCRIBED BEFORE ME this 21st day of July, 2006.

Nadia Trevizo
Notary Public in and for the State
of Texas

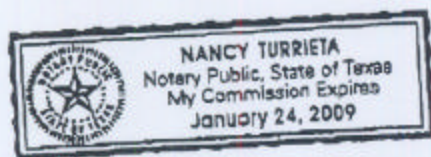
APPROVED AS TO FORM:

James C. Harrington
Attorney for Carl Starr



Dol B.
County Judge Dolores Briones for
El Paso County

SWORN TO AND SUBSCRIBED BEFORE ME this 12 day of July, 2006.



Nancy Turrieta
Notary Public in and for the State
of Texas

APPROVED AS TO FORM:

Jo Anne Bernal
Jo Anne Bernal
Assistant County Attorney for
The County of El Paso