

NO. TY-77-261-CA

U. S. DISTRICT COURT  
EASTERN DISTRICT OF TEXAS

Doe, et al. vs. Plyler, et al.  
In the United States District Court  
For the Eastern District of Texas  
Tyler Division

MURRAY L. HARRIS, CLERK  
By \_\_\_\_\_  
Deputy \_\_\_\_\_

NO. TY-79-449-CA

Poe, et al. vs. Chapel Hill I.S.D., et al.  
In the United States District Court  
For the Eastern District of Texas  
Tyler Division

NO. P-79-34-CA

Roe, et al. vs. Como Pickton I.S.D., et al.  
In the United States District Court  
For the Eastern District of Texas  
Paris Division

NO. P-79-31-CA

Doe, et al. vs. Sulphur Springs, I.S.D., et al.  
In the United States District Court  
For the Eastern District of Texas  
Paris Division

**FILED**  
U. S. DISTRICT COURT  
EASTERN DISTRICT OF TEXAS

**MAR 11 1983**

MURRAY L. HARRIS, CLERK  
BY DEPUTY *Katherine H. Herberly*

RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, the Texas Education Agency and the State of Texas, on behalf of all Defendants in the above-entitled litigation, (hereinafter known as Released Parties), and Mr. Larry Daves, on behalf of all attorneys associated with him in the above entitled causes of action, save and except those attorneys associated with the Mexican American Legal Defense Fund, with whom separate settlement has been made, (hereinafter known as Releasing Parties), mutually desire to compromise and settle doubtful and disputed claims for attorneys' fees in the above-entitled causes of action, thereby avoiding further litigation and hereby enter into this settlement agreement. No payments made, nor releases or other consideration given, shall be construed as an admission of liability for such attorneys' fees. All such liability is hereby expressly denied.

In consideration of the sum of FORTY THOUSAND THREE HUNDRED FORTY-FOUR 25/100 DOLLARS (\$40,344.25) to be paid by the State of Texas to Larry Daves on behalf of all Releasing Parties, the Releasing Parties have this day released and by these presents do release, acquit, and forever discharge the State of Texas and all other Defendants in the above causes of action, from any and all claims or causes of any kind whatsoever arising from attorneys' fees which the Releasing Parties have or might have, known or unknown, now existing or that might arise hereafter, attributable to, involving, arising out of, or in any manner resulting from a cause of action for attorneys' fees from any attorney associated in the prosecution of the above causes of action, save and except those attorneys associated with the Mexican American Legal Defense Fund, it being intended to release all claims or attorneys' fees which the Releasing Parties might have against the Released Parties with respect to attorneys' fees in connection with such litigation.

In further consideration of the receipt of funds above described, the Releasing Parties do hereby agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, demands, or causes of action for attorneys' fees arising out of the above litigation which any person has or may have or claim against the Released Parties.

It is expressly understood and agreed that the terms hereof are contractual and not merely recitals.

The Releasing Parties warrant that they have read this Release and Settlement Agreement and fully understand it to be a compromise and settlement and release of all claims for attorneys' fees arising out of the above litigation, known or unknown, past, present or future that they have or may have against the Released Parties.

The Releasing Parties warrant that they are of legal age, legally competent to execute this agreement, that they have not assigned any claim herein released to any person not joining in this Release, and that they executed this Agreement of their own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Release on this 12<sup>th</sup> day of November, 1982.

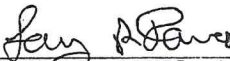
DAVES, McCABE & HAHN  
420 South Vine  
P.O. Box 1115  
Tyler, Texas 75710

JOE K. CREWS  
Attorney at Law

MARTHA McCABE  
Attorney at Law

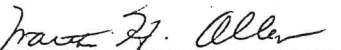
LARRY R. DAVES  
Attorney at Law

BOBBY RODKIN  
Attorney at Law

By:   
LARRY R. DAVES

AGREED TO AND APPROVED:

Mark White, Attorney General of Texas  
Supreme Court Building  
P.O. Box 12548, Capitol Station  
Austin, Texas 78711

By:   
MARTHA H. ALLAN  
Assistant Attorney General