



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 12

DATE: 12/3/2024

SUBJECT: CONSIDERATION OF SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE SIGNED BY KRISTINA SALINAS, INDIVIDUALLY IN CONNECTION WITH A SUIT FILED AGAINST TARRANT COUNTY, TEXAS, CASE NO. 4:22-CV-00318-P

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Settlement Agreement and Full, Final and Complete Release signed by Kristina Salinas, as guardian and conservator of Kelly Masten, for claims made against Tarrant County and authorize the release of the settlement checks without first appearing on the claims register.

BACKGROUND

On or about April 10, 2024, Kristina Salinas, as guardian and conservator of Kelly Masten filed suit against Tarrant County claiming injuries and suffering while she was in the custody of the jail.

Subsequently, the parties attended mediation and a settlement was reached. Plaintiffs have agreed to accept the sum of Seven Hundred Seventy-Five Thousand and 00/100 dollars (\$775,000.00) in full and final settlement of the claims against Tarrant County. The Agreement is to compromise disputed factual and legal claims of Plaintiffs against Tarrant County, to avoid litigation and to buy peace, and nothing therein is to be construed as an admission of liability by any party, all liability being expressly denied.

With approval, Plaintiffs will dismiss the claims against Tarrant County and the matter will be fully resolved.

This settlement agreement has been approved by the Criminal District Attorney's Office.

FISCAL IMPACT

The fiscal impact to Tarrant County is \$775,000.00 to fully settle the claims of all Plaintiffs. Funding is available in account 61500-2025 Self-Insurance Fund/1912000000 Self Insurance/575031 Settlement in Lieu of Litigation.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

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 Kristina Salinas as Guardian and Conservator of and for Kelly Masten (asserting claims on behalf Kelly Masten, who is the “Ward” in Civil Action No. 23CV 169-R currently pending in the Chancery Court of Clarke County, State of Mississippi) (“**Salinas**” or “**Plaintiff**”) and Tarrant County, Texas (“**Defendant**”).

Reference to “**Salinas**” or “**Plaintiff**” as used herein means Kristina Salinas as Guardian and Conservator of and for Kelly Masten (asserting claims on behalf Kelly Masten, who is the “Ward” in Civil Action No. 23CV 169-R in the Chancery Court of Clarke County, State of Mississippi).

Reference to the “**Guardianship and Conservatorship Case**” as used herein means Civil Action No. 23CV 169-R currently pending in the Chancery Court of Clarke County, State of Mississippi in which Kristina Salinas is the Petitioner and the duly appointed Guardian and Conservator of and for Kelly Masten.

Reference to “**Tarrant County**” or “**Defendant**” means Tarrant County, Texas, and any of its former, current or future officials, employees, representatives, contractors, and agents.

Reference to “**the Parties**” means Plaintiff and Defendant, as each is herein defined. Reference to “**this Lawsuit**” or “**the Lawsuit**” as used herein means (1) Case 4:24-cv-00318-P, *Kristina Salinas, as guardian and conservator of and for Kelly Masten v. Tarrant County, Texas* 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 4:24-cv-00318-P by Plaintiff against Defendant, including but not limited to, any allegations or claims arising out of Kelly Masten's April 2022 incarceration in the Tarrant County Jail, and all related and resulting medical and hospital treatment, as is more fully described in Plaintiff's pleadings on file in this cause, including, but not limited to all claims for personal injuries; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; claims for medical expenses; claims for pain and suffering and mental anguish; claims for impairment; claims for disfigurement; claims for any medical, healthcare, or other expenses caused by or connected to Kelly Masten's April 2022 incarceration in the Tarrant County Jail; state tort claims; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for economic and non-economic damages; 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 between 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 that scope is inadvertent and should be construed so as to give full effect to the Parties' stated intent;

WHEREAS, Plaintiff Kristina Salinas represents and warrants that she has brought the claims asserted in this Lawsuit on behalf of Kelly Masten and as the lawfully appointed Guardian and Conservator of and for Kelly Masten;

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. Plaintiff 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 SEVEN HUNDRED AND SEVENTY-FIVE THOUSAND AND No/100 DOLLARS (\$775,000.00) (“**Settlement Payment**”) will be paid as follows:

In the form of a check payable to Law Offices of Dean Malone, P.C.

3. To enable payment, Plaintiff agrees to provide copies of any W-9s or similar IRS tax documents requested by Defendant.

4. The entire \$775,000.00 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 punitive or exemplary damages.

5. Costs of court are to be paid by the party incurring same. Each party is

responsible for its own attorneys' fees, expert fees, and any other litigation expenses/costs.

6. Plaintiff specifically releases 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 personal injuries; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; claims for medical expenses; claims for pain and suffering and mental anguish; claims for impairment; claims for disfigurement; claims for any medical, healthcare, or other expenses caused by or connected to Kelly Masten's April 2022 incarceration in the Tarrant County Jail; state tort claims; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for economic and non-economic damages; 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, Plaintiff hereby releases 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 she has, 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.

2. For and in consideration of the recitals set forth above and the further consideration set forth below, Defendant hereby releases Plaintiff, and by this instrument does forever release, acquit, and discharge Plaintiff 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 it has, 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 Kelly Masten's injuries and damages caused by or arising out of her April 2022 incarceration in the Tarrant County Jail, her resulting medical/mental health care, and 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. Kristina Salinas hereby represents and warrants that she has brought the claims in this Lawsuit by and on behalf of Kelly Masten as the lawfully appointed Guardian and Conservator of and for Kelly Masten.

5. Plaintiff hereby further represents 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 and/or claims of Medicare and/or Medicaid.

6. The parties 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 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, and any litigation concerning this Agreement shall be held in a state district court in Tarrant County or a federal district court in the Northern District of Texas, Fort Worth Division.

d. Plaintiff signs this Agreement after the ability to confer and consult with her own legal counsel based solely on her own judgment, and she is 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, assigns, 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 agrees to fully and completely defend and hold harmless Defendant of and from any future claims made by anyone that are asserted through Kelly Masten (including her legal representatives, heirs, successors, and assigns) or Plaintiff, or under her or on her behalf, related to this Lawsuit or any injuries, for damages or expenses arising out of or resulting from Kelly Masten's April 2022 incarceration in the Tarrant County Jail, 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 reasonable 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, any amount in excess of the aggregate sum of SEVEN HUNDRED AND SEVENTY-FIVE THOUSAND AND No/100 DOLLARS (\$775,000.00), the amount being paid herein, for claims related to this Lawsuit and/or the occurrence in question.

g. Plaintiff hereby acknowledges that she has read this Agreement or it has been read to her and that she fully understands the effect of this Agreement, and that she executed it of her own free will and accord for the consideration set forth herein, after the ability to confer and consult with her 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 the settlement proposed by it is approved by the Chancery Court of Clarke County, State of Mississippi in the Guardianship and Conservator Case.

8. 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.

FOR PLAINTIFF KRISTINA SALINAS,
GUARDIAN AND CONSERVATOR OF
AND FOR KELLY MASTEN

APPROVED AS TO FORM ONLY:

/s/T. Dean Malone (with permission)

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

ATTORNEY FOR PLAINTIFF

WITNESS OUR SIGNATURES on this the 21st day of November, 2024.

Kristina Salinas
KRISTINA SALINAS, as the Guardian and
Conservator of and for KELLY MASTEN

STATE OF MISSISSIPPI §
COUNTY OF Lauderdale §

BEFORE ME, the undersigned authority, on this day personally appeared KRISTINA SALINAS, 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 21st day of November, 2024.

Linda Goss
NOTARY PUBLIC, In and For
The State of MISSISSIPPI



TIM O'HARE
County Judge

STATE OF TEXAS §
COUNTY OF TARRANT §

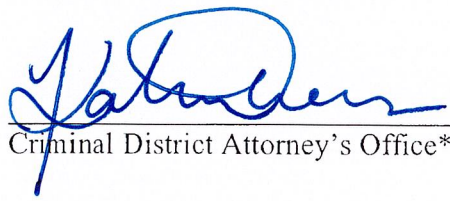
BEFORE ME, the undersigned authority, on this day personally appeared TIM O'HARE, Tarrant County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the foregoing instrument and that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2024.

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. Instated those parties should seek contract review from independent counsel.



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

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SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

STATE OF TEXAS §
TARRANT COUNTY §

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Reference to “Salinas” or “Plaintiff” as used herein means Kristina Salinas as Guardian and Conservator of and for Kelly Masten (asserting claims on behalf Kelly Masten, who is the “Ward” in Civil Action No. 23CV 169-R in the Chancery Court of Clarke County, State of Mississippi).

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legal allegations of the Parties contained in the pleadings, motions, discovery, and those allegations which could have been brought in Case 4:24-cv-00318-P by Plaintiff against Defendant, including but not limited to, any allegations or claims arising out of Kelly Masten's April 2022 incarceration in the Tarrant County Jail, and all related and resulting medical and hospital treatment, as is more fully described in Plaintiff's pleadings on file in this cause, including, but not limited to all claims for personal injuries; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; claims for medical expenses; claims for pain and suffering and mental anguish; claims for impairment; claims for disfigurement; claims for any medical, healthcare, or other expenses caused by or connected to Kelly Masten's April 2022 incarceration in the Tarrant County Jail; state tort claims; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for economic and non-economic damages; 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 between 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 that scope is inadvertent and should be construed so as to give full effect to the Parties' stated intent;

WHEREAS, Plaintiff Kristina Salinas represents and warrants that she has brought the claims asserted in this Lawsuit on behalf of Kelly Masten and as the lawfully appointed Guardian and Conservator of and for Kelly Masten;

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. Plaintiff 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 SEVEN HUNDRED AND SEVENTY-FIVE THOUSAND AND No/100 DOLLARS (\$775,000.00) (“Settlement Payment”) will be paid as follows:

In the form of a check payable to Law Offices of Dean Malone, P.C.

3. To enable payment, Plaintiff agrees to provide copies of any W-9s or similar IRS tax documents requested by Defendant.

4. The entire \$775,000.00 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 punitive or exemplary damages.

5. Costs of court are to be paid by the party incurring same. Each party is

responsible for its own attorneys' fees, expert fees, and any other litigation expenses/costs.

6. Plaintiff specifically releases 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 personal injuries; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; claims for medical expenses; claims for pain and suffering and mental anguish; claims for impairment; claims for disfigurement; claims for any medical, healthcare, or other expenses caused by or connected to Kelly Masten's April 2022 incarceration in the Tarrant County Jail; state tort claims; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for economic and non-economic damages; 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, Plaintiff hereby releases 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 she has, 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.

2. For and in consideration of the recitals set forth above and the further consideration set forth below, Defendant hereby releases Plaintiff, and by this instrument does forever release, acquit, and discharge Plaintiff 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 it has, 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 Kelly Masten's injuries and damages caused by or arising out of her April 2022 incarceration in the Tarrant County Jail, her resulting medical/mental health care, and 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. Kristina Salinas hereby represents and warrants that she has brought the claims in this Lawsuit by and on behalf of Kelly Masten as the lawfully appointed Guardian and Conservator of and for Kelly Masten.

5. Plaintiff hereby further represents 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 and/or claims of Medicare and/or Medicaid.

6. The parties 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 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, and any litigation concerning this Agreement shall be held in a state district court in Tarrant County or a federal district court in the Northern District of Texas, Fort Worth Division.

d. Plaintiff signs this Agreement after the ability to confer and consult with her own legal counsel based solely on her own judgment, and she is 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, assigns, 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 agrees to fully and completely defend and hold harmless Defendant of and from any future claims made by anyone that are asserted through Kelly Masten (including her legal representatives, heirs, successors, and assigns) or Plaintiff, or under her or on her behalf, related to this Lawsuit or any injuries, for damages or expenses arising out of or resulting from Kelly Masten's April 2022 incarceration in the Tarrant County Jail, 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 reasonable 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, any amount in excess of the aggregate sum of SEVEN HUNDRED AND SEVENTY-FIVE THOUSAND AND No/100 DOLLARS (\$775,000.00), the amount being paid herein, for claims related to this Lawsuit and/or the occurrence in question.

g. Plaintiff hereby acknowledges that she has read this Agreement or it has been read to her and that she fully understands the effect of this Agreement, and that she executed it of her own free will and accord for the consideration set forth herein, after the ability to confer and consult with her 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 the settlement proposed by it is approved by the Chancery Court of Clarke County, State of Mississippi in the Guardianship and Conservator Case.

8. 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.

FOR PLAINTIFF KRISTINA SALINAS,
GUARDIAN AND CONSERVATOR OF
AND FOR KELLY MASTEN

APPROVED AS TO FORM ONLY:

/s/T. Dean Malone (with permission)

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

ATTORNEY FOR PLAINTIFF

WITNESS OUR SIGNATURES on this the 21st day of November, 2024.

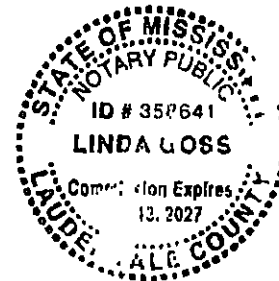
Kristina Salinas
KRISTINA SALINAS, as the Guardian and
Conservator of and for KELLY MASTEN

STATE OF MISSISSIPPI §
COUNTY OF Laurens §

BEFORE ME, the undersigned authority, on this day personally appeared KRISTINA SALINAS, 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 21st day of November, 2024.

Linda Goss
NOTARY PUBLIC, In and For
The State of MISSISSIPPI



TIM O'HARE
County Judge

STATE OF TEXAS §
COUNTY OF TARRANT §

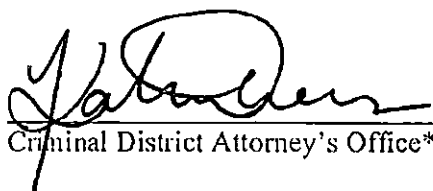
BEFORE ME, the undersigned authority, on this day personally appeared TIM O'HARE, Tarrant County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the foregoing instrument and that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2024.

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. Instated those parties should seek contract review from independent counsel.

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 Kristina Salinas as Guardian and Conservator of and for Kelly Masten (asserting claims on behalf Kelly Masten, who is the “Ward” in Civil Action No. 23CV 169-R currently pending in the Chancery Court of Clarke County, State of Mississippi) (“Salinas” or “Plaintiff”) and Tarrant County, Texas (“Defendant”).

Reference to “Salinas” or “Plaintiff” as used herein means Kristina Salinas as Guardian and Conservator of and for Kelly Masten (asserting claims on behalf Kelly Masten, who is the “Ward” in Civil Action No. 23CV 169-R in the Chancery Court of Clarke County, State of Mississippi).

Reference to the “Guardianship and Conservatorship Case” as used herein means Civil Action No. 23CV 169-R currently pending in the Chancery Court of Clarke County, State of Mississippi in which Kristina Salinas is the Petitioner and the duly appointed Guardian and Conservator of and for Kelly Masten.

Reference to “Tarrant County” or “Defendant” means Tarrant County, Texas, and any of its former, current or future officials, employees, representatives, contractors, and agents.

Reference to “the Parties” means Plaintiff and Defendant, as each is herein defined. Reference to “this Lawsuit” or “the Lawsuit” as used herein means (1) Case 4:24-cv-00318-P, *Kristina Salinas, as guardian and conservator of and for Kelly Masten v. Tarrant County, Texas* 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 4:24-cv-00318-P by Plaintiff against Defendant, including but not limited to, any allegations or claims arising out of Kelly Masten's April 2022 incarceration in the Tarrant County Jail, and all related and resulting medical and hospital treatment, as is more fully described in Plaintiff's pleadings on file in this cause, including, but not limited to all claims for personal injuries; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; claims for medical expenses; claims for pain and suffering and mental anguish; claims for impairment; claims for disfigurement; claims for any medical, healthcare, or other expenses caused by or connected to Kelly Masten's April 2022 incarceration in the Tarrant County Jail; state tort claims; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for economic and non-economic damages; 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 between 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 that scope is inadvertent and should be construed so as to give full effect to the Parties' stated intent;

WHEREAS, Plaintiff Kristina Salinas represents and warrants that she has brought the claims asserted in this Lawsuit on behalf of Kelly Masten and as the lawfully appointed Guardian and Conservator of and for Kelly Masten;

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. Plaintiff 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 SEVEN HUNDRED AND SEVENTY-FIVE THOUSAND AND No/100 DOLLARS (\$775,000.00) ("**Settlement Payment**") will be paid as follows:

In the form of a check payable to Law Offices of Dean Malone, P.C.

3. To enable payment, Plaintiff agrees to provide copies of any W-9s or similar IRS tax documents requested by Defendant.

4. The entire \$775,000.00 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 punitive or exemplary damages.

5. Costs of court are to be paid by the party incurring same. Each party is

responsible for its own attorneys' fees, expert fees, and any other litigation expenses/costs.

6. Plaintiff specifically releases 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 personal injuries; 42 U.S.C. § 1983 or other civil rights claims; ADA or Rehabilitation Act claims; claims for medical expenses; claims for pain and suffering and mental anguish; claims for impairment; claims for disfigurement; claims for any medical, healthcare, or other expenses caused by or connected to Kelly Masten's April 2022 incarceration in the Tarrant County Jail; state tort claims; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for economic and non-economic damages; 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, Plaintiff hereby releases 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 she has, 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.

2. For and in consideration of the recitals set forth above and the further consideration set forth below, Defendant hereby releases Plaintiff, and by this instrument does forever release, acquit, and discharge Plaintiff 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 it has, 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 Kelly Masten's injuries and damages caused by or arising out of her April 2022 incarceration in the Tarrant County Jail, her resulting medical/mental health care, and 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. Kristina Salinas hereby represents and warrants that she has brought the claims in this Lawsuit by and on behalf of Kelly Masten as the lawfully appointed Guardian and Conservator of and for Kelly Masten.

5. Plaintiff hereby further represents 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 and/or claims of Medicare and/or Medicaid.

6. The parties 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 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, and any litigation concerning this Agreement shall be held in a state district court in Tarrant County or a federal district court in the Northern District of Texas, Fort Worth Division.

d. Plaintiff signs this Agreement after the ability to confer and consult with her own legal counsel based solely on her own judgment, and she is 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, assigns, 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 agrees to fully and completely defend and hold harmless Defendant of and from any future claims made by anyone that are asserted through Kelly Masten (including her legal representatives, heirs, successors, and assigns) or Plaintiff, or under her or on her behalf, related to this Lawsuit or any injuries, for damages or expenses arising out of or resulting from Kelly Masten's April 2022 incarceration in the Tarrant County Jail, 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 reasonable 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, any amount in excess of the aggregate sum of SEVEN HUNDRED AND SEVENTY-FIVE THOUSAND AND No/100 DOLLARS (\$775,000.00), the amount being paid herein, for claims related to this Lawsuit and/or the occurrence in question.

g. Plaintiff hereby acknowledges that she has read this Agreement or it has been read to her and that she fully understands the effect of this Agreement, and that she executed it of her own free will and accord for the consideration set forth herein, after the ability to confer and consult with her 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 the settlement proposed by it is approved by the Chancery Court of Clarke County, State of Mississippi in the Guardianship and Conservator Case.

8. 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.

FOR PLAINTIFF KRISTINA SALINAS,
GUARDIAN AND CONSERVATOR OF
AND FOR KELLY MASTEN

APPROVED AS TO FORM ONLY:

/s/T. Dean Malone (with permission)

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

ATTORNEY FOR PLAINTIFF

WITNESS OUR SIGNATURES on this the 21st day of November, 2024.

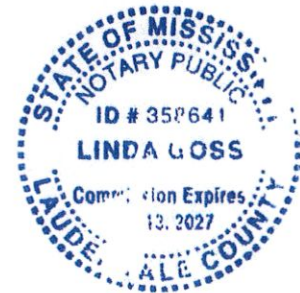
Kristina Salinas
KRISTINA SALINAS, as the Guardian and
Conservator of and for KELLY MASTEN

STATE OF MISSISSIPPI §
COUNTY OF Lauderdale §

BEFORE ME, the undersigned authority, on this day personally appeared KRISTINA SALINAS, 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 21st day of November, 2024.

Linda Goss
NOTARY PUBLIC, In and For
The State of MISSISSIPPI



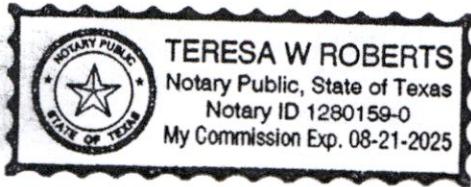
Tim O'Hare

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 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 5th day of December, 2024.



Teresa W Roberts
NOTARY PUBLIC, In and For
The State of TEXAS

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 775,000.00

[Signature]
Criminal District Attorney's Office*

Kimberly M. Buchanan
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. Instated those parties should seek contract review from independent counsel.