

7-13-89

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS

JUL 13 1989

MURRAY L. HARRIS, CLERK
BY DEPUTY *[Signature]*

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
LUFKIN DIVISION

CORRINE GARNER ET AL. §
§
Plaintiffs §
§
VS. § CIVIL ACTION NO.
§ L-88-13-CA
§
THOMAS LADNER ET AL. §
§
Defendants §

FINAL JUDGMENT

BE IT REMEMBERED that in the above styled and numbered cause, at a regular term of Court and a regular setting thereof, came all the parties in person and through their attorneys and announced ready for trial, and a jury having been by all parties expressly waived, the matters of fact as well of law were thereupon submitted to the Court. The Court found that this cause consisted of an action by adult plaintiffs, Loyal Garner, Sr., Sarah Lee Garner, and Corrine Garner, Individually and on behalf of the Estate of Loyal Garner, Jr., and minor plaintiffs, Carmica Garner, Kimberly Garner, Valerie Garner, Loyal Garner III, Marlon Garner, and Corey Garner, acting by and through Next Friend, against defendants, Thomas Ladner, James Hyden, Bill Horton, and Sabine County, Texas.

11:01 - 10:10
166

Thereafter, it was made known to the Court that subject to the Court's approval and although all defendants denied liability, a compromise and settlement agreement for the total sum of THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$300,000.00) had been reached between the parties constituting a complete satisfaction of the plaintiffs' injuries and damages

Because there may have been a possible conflict between the interests of Corrine Garner and those of her children, the minor plaintiffs herein, the Court appointed Leonard Davis, an attorney, as the Guardian Ad Litem for the minor plaintiffs to review the fairness of the settlement to the minor plaintiffs. Mr. Davis recommended that the Court approve the settlement. The Court has reviewed the terms of the settlement and the pleadings filed in this case and has heard evidence regarding the asserted liability of the defendants and the damages allegedly sustained by the plaintiffs. Based on the foregoing, the Court finds that the settlement is just, fair, and reasonable and in the best interest of the minor plaintiffs and that the settlement results in a fair and just apportionment as between the party plaintiffs, particularly as to the interest of the minor plaintiffs. The Court further approves the signing of

the Release attached as Exhibit "A" on behalf of the minor plaintiffs. The Court therefore having decided to approve said settlement:

It is ORDERED, ADJUDGED and DECREED that Loyal Garner, Sr. and Sarah Lee Garner do have and recover over and against defendants the sum of FORTY-THREE THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS AND NO/100 (\$43,198.00).

It is further ORDERED, ADJUDGED AND DECREED that Corrine Garner do have and recover over and against defendants the sum of ONE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED TWO DOLLARS AND NO/100 (\$136,802.00).

It is further ORDERED, ADJUDGED and DECREED that minor plaintiffs, Carmica Garner, Kimberly Garner, Valerie Garner, Loyal Garner III, Marlon Garner, and Corey Garner, do each have and recover over and against defendants the sum of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00). It is further ORDERED, ADJUDGED and DECREED by the Court that the amount recovered by each said minor plaintiff (\$20,000.00) be paid to the United States District Clerk, to be deposited in an interest bearing account, for the use and benefit of said minors. To assist the Clerk, the Court hereby sets out the date of birth and social security number of, and the amount to be paid to, each minor plaintiff:

- a. Carmica Garner - 7/28/74; 436-39-9821;
\$20,000.00;
- b. Kimberly Garner - 8/13/76; 436-41-7196;
\$20,000.00;
- c. Valerie Garner - 11/5/78; 436-41-5789;
\$20,000.00;
- d. Loyal Garner III - 11/9/80; 435-51-0263;
\$20,000.00;
- e. Marlon Garner - 8/3/82; 435-51-0413;
\$20,000.00;
- f. Corey Garner - 8/28/84; 436-55-2273;
\$20,000.00.

It is further ORDERED, ADJUDGED and DECREED that the estate of Loyal Garner, Jr. recover nothing over and against the defendants.

It further appears to the Court, and the Court finds that the defendants denied liability herein and that this was a compromise of a disputed suit and claim, and not an admission of liability.

It further appears to the Court and the Court finds that prior to the signing and entry of this judgment, the full amount thereof had been paid. It is, therefore, ORDERED that no execution issue hereon for this judgment or any part thereof, except as to costs of Court. All sums awarded herein shall stand in all things fully and finally paid, satisfied, extinguished, and released.

It is further ORDERED that a Guardian Ad Litem fee in the amount of \$2500⁰⁰ be awarded to Leonard Davis, to be taxed as court costs herein.

It further appears and is found by this Court that the terms of this judgment and settlement agreement should be kept confidential.

It is, therefore, ORDERED, ADJUDGED and DECREED that the terms of this judgment shall be kept confidential under seal of this Court. It is further ORDERED that all parties and their attorneys and the agents and employees of each party and their attorney shall keep the terms of this judgment and the settlement agreement confidential and shall not disclose said terms to any person except as required by law or further order of this Court. However, the following statement would not be a violation of this order: "The defendants and the Garners have compromised and settled their differences on a basis that is fair to all parties. The precise terms of the agreement are confidential and may not be disclosed."

It is further ORDERED that Farmers Insurance Group may disclose the terms of this settlement as necessary in the application or administration of its Policy No. 7570 88 25.

Since this suit was consolidated with Civil Action No. L-88-18-CA entitled Alton Maxie et al. v. Thomas Ladner et al. on February 10, 1988 under Civil Action No. L-88-13-CA, the Court has reviewed the requirements of Fed.R.Civ.Proc. 54 and Ringwald v. Harris, 675 F.2d 768 (5th Cir. 1982). The Court finds that there is no just reason for delay in the entry of this judgment until the final determination of all the issues involved in the consolidated actions.


It is, therefore, ORDERED that this judgment be entered as a final judgment. The Clerk is directed to enter such judgment forthwith.

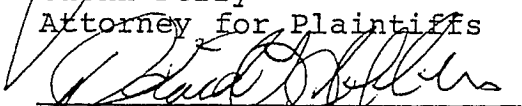
Costs are assessed against defendants for which let execution lie as may be necessary.

SIGNED and ENTERED this the 13th day of July, 1989.


[Signature]
JUDGE PRESIDING

APPROVED:


J. Richard Cohen
Glenn Perry
Attorney for Plaintiffs


David L. Allen
Attorney for Defendants,
James Hyden and Bill Horton

John Seale / by permission
John H. Seale
Attorney for Defendant, *for below*
Thomas Ladner


Leonard Davis
Guardian Ad Litem

Gilbert Low / by permission
Gilbert I. Low
Attorney for Defendant, *for below*
Sabine County, Texas

RELEASE

Carmica Garner, Kimberly Garner, Valerie Garner, Loyal Garner III, Marlon Garner, and Corey Garner, RELEASORS, have CLAIMS for injuries and/or damages against Thomas Ladner, James Hyden, Bill Horton, and Sabine County, Texas arising from the death of Loyal Garner, Jr. and his incarceration in the Sabine County Jail on or about December 25, 1987. Suit was filed in Civil Action No. L-88-13-CA in the United States District Court for the Eastern District of Texas, Lufkin Division, styled Corrine Garner et al. v. Thomas Ladner et al., by and through Corrine Garner as Next Friend to recover for Releasors' injuries and/or damages in connection with these CLAIMS. (Releasors may possibly have CLAIMS against other persons arising from these occurrences.) Leonard Davis, an attorney, was appointed Guardian Ad Litem for the Releasors by the Court to review the fairness of the compromise described hereafter.

In order to avoid the uncertainty of litigation, it is to the best interest and benefit of Releasors now to compromise ALL of their CLAIMS in the manner set forth in this Release. It is agreed that all of these CLAIMS are genuinely disputed CLAIMS, that the RELEASEES deny all liability for all of these CLAIMS, and that this Release and compromise may never be admitted into evidence against any RELEASEE or construed as a confession or admission of liability by any RELEASEE in any suit or proceeding whatsoever.

In consideration of the payment of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) to each Releasor (paid in each instance to the United States District Clerk, to be deposited in an interest bearing account, for the use and benefit of each Releasor), the receipt of which is hereby acknowledged, Releasors RELEASE, ACQUIT and FOREVER DISCHARGE the RELEASEES of ALL CLAIMS, and agree to execute this Release and abide by all its terms. It is agreed that the only consideration whatsoever for this Release is the consideration stated herein, which is contractual and is not a mere recital.

It is also fully agreed and understood that the payment made herein is to be paid from the insurance proceeds and solely from the insurance proceeds. The decision to make these payments was made by the insurance carrier, Farmers Insurance Group, and only the insurance carrier. It is further agreed and understood that this

payment is not related in any manner to Civil Action No. L-88-161-CA pending on the docket of the United States District Court for the Eastern District of Texas, Lufkin Division, styled Bill Horton and James Hyden v. Southern Poverty Law Center et al.; and that Civil Action No. L-88-161-CA is still pending and that nothing contained herein or in any document executed in connection with the settlement of Civil Action No. L-88-13-CA pending on the docket of the United States District Court for the Eastern District of Texas, Lufkin Division styled Corrine Garner et al. v. Thomas Ladner et al. shall be considered an admission of the validity or invalidity of any element of any cause of action in Civil Action No. L-88-161-CA.

In further consideration of the payment set forth above, Releasors agree to keep the terms of the settlement agreement confidential and will not disclose said terms (including the amount of payment) to any other person except as required by law or further order of the Court. Releasors will further instruct all of their attorneys, agents, and employees to keep the terms of this settlement agreement confidential and not disclose its terms to any other person except as required by law or permitted by further order of the Court. However, Releasors reserve the right to make the following statement as desired: "The defendants and the Garners have compromised and settled their differences on a basis that is fair to all parties. The precise terms of the agreement are confidential and may not be disclosed." Releasors specifically agree not to make any other statement to members of the press.

RELEASEES are intended to mean Thomas Ladner, James Hyden, Bill Horton, Sabine County, Texas, Sheriff Blan Greer, Royce Smith, the Sabine County Commissioner's Court, R. E. "Rob" Smith, Elridge Ellison, Carlin McDaniel, Billy Joe McGee, James Conn, Chester Cox, Lawton Crain, Mary Russell, Billy Don Sparks, Clyde Kirk, Farmers Insurance Group, and all other persons (persons meaning all individuals, corporations or other entities of any type) who may be potentially liable for the CLAIMS released herein, and all their respective agents, servants, employees, corporate successors, predecessors, parents and subsidiaries, legal representatives, insurers, attorneys, indemnitors, guarantors, heirs, administrators, executors, successors and assigns (all of whom we intend to be specifically named or otherwise specifically identified as being RELEASEES).

CLAIMS are intended to mean ANY and ALL demands, rights, claims, debts, liens, common law or equitable causes of action and penalties, constitutional or statutory causes of action and penalties, including but not limited to 42 U.S.C. §§ 1983 and 1985(3), the Texas Wrongful Death Act, Tex. Civ. Prac. & Rem. Code Ann. § 71.002 (Vernon 1986), the Texas Survival Statute, Tex. Civ. Prac. & Rem. Code Ann. § 71.021 (Vernon 1986), the Texas Tort Claims Act, and Tex. Civ. Prac. & Rem. Code Ann. § 101.021 (Vernon 1986), costs, judgments, executions, and attorney's fees (whether past, present, or future, known or unknown), that Releasors have or ever may have against any persons whomsoever (including but not limited to the RELEASEES), that have or ever may arise, directly or indirectly, out of the occurrences described in the first paragraph of this Release, or their consequences (past, present or future, known or unknown), including but not limited to consequences of all types of injury and damage to Releasors' persons, property, business, reputation, or business or personal relationships, and of all other types of injuries or damages that may be measured in money. Claims are also intended to mean all demands, rights, claims or causes of action against Releasees that Releasors may have as beneficiaries of the estate of Loyal Garner, Jr. or heirs of Loyal Garner, Jr.

Releasors agree never to prosecute or assert any CLAIMS released herein against any persons whomsoever, and further agree that if they ever prosecute or assert against any person whomsoever any CLAIM that is released herein, then they shall INDEMNIFY the RELEASEES and HOLD them FREE and HARMLESS from all liability, loss, damages, debts, liens, charges, judgments, executions, costs, penalties, and expenses (including reasonable attorney's fees), of any nature, incurred by or on behalf of any RELEASEE, as a result of the prosecution or assertion of any of such CLAIMS or of any indemnity, contribution, or subrogation action arising therefrom.

All agreements herein shall be forever binding and conclusive and enforceable against Releasees, against all persons for whom they purport to act in a representative capacity herein, and against all of their heirs, successors, predecessors, assigns, legal representatives and those claiming by, through, or under us, to the fullest extent permitted by law.

IN EXECUTING THIS RELEASE, I RELY SOLELY UPON OUR KNOWLEDGE AND INFORMATION AND UPON THE ADVICE OF OUR ATTORNEYS OF RECORD, AND I HAVE NEITHER BEEN INFLUENCED BY NOR RELIED UPON ANY REPRESENTATIONS, IF ANY, MADE BY OR ON BEHALF OF ANY RELEASEE.

EXECUTED in triplicate originals and effective this the _____ day of _____, 1989.

Corrine Garner as Natural
Mother, Next Friend and
Tutrix of Releasors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Corrine Garner, known to me to be the person whose name is subscribed to the foregoing Release, and acknowledged to me that she executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1989.

(S E A L)

Notary Public, State of Texas

My Commission Expires:

APPROVED AS TO FORM:

Leonard Davis
Guardian Ad Litem

I certify that I am one of the attorneys of record for RELEASORS in the above described suit. I have read the foregoing Release and have fully explained to RELEASORS and their representatives the total legal effect to RELEASORS thereof, and after such explanation, RELEASORS and their representatives were fully satisfied to release RELEASORS' CLAIMS, and to abide by all terms of this Release. The representatives of RELEASORS thereafter freely and voluntarily desired to execute and did execute this Release.

J. Richard Cohen

RELEASE

Carmica Garner, Kimberly Garner, Valerie Garner, Loyal Garner III, Marlon Garner, and Corey Garner, RELEASORS, have CLAIMS for injuries and/or damages against Thomas Ladner, James Hyden, Bill Horton, and Sabine County, Texas arising from the death of Loyal Garner, Jr. and his incarceration in the Sabine County Jail on or about December 25, 1987. Suit was filed in Civil Action No. L-88-13-CA in the United States District Court for the Eastern District of Texas, Lufkin Division, styled Corrine Garner et al. v. Thomas Ladner et al., by and through Corrine Garner as Next Friend to recover for Releasors' injuries and/or damages in connection with these CLAIMS. (Releasors may possibly have CLAIMS against other persons arising from these occurrences.) Leonard Davis, an attorney, was appointed Guardian Ad Litem for the Releasors by the Court to review the fairness of the compromise described hereafter.

In order to avoid the uncertainty of litigation, it is to the best interest and benefit of Releasors now to compromise ALL of their CLAIMS in the manner set forth in this Release. It is agreed that all of these CLAIMS are genuinely disputed CLAIMS, that the RELEASEES deny all liability for all of these CLAIMS, and that this Release and compromise may never be admitted into evidence against any RELEASEE or construed as a confession or admission of liability by any RELEASEE in any suit or proceeding whatsoever.

In consideration of the payment of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) to each Releasor (paid in each instance to the United States District Clerk, to be deposited in an interest bearing account, for the use and benefit of each Releasor), the receipt of which is hereby acknowledged, Releasors RELEASE, ACQUIT and FOREVER DISCHARGE the RELEASEES of ALL CLAIMS, and agree to execute this Release and abide by all its terms. It is agreed that the only consideration whatsoever for this Release is the consideration stated herein, which is contractual and is not a mere recital.

It is also fully agreed and understood that the payment made herein is to be paid from the insurance proceeds and solely from the insurance proceeds. The decision to make these payments was made by the insurance carrier, Farmers Insurance Group, and only the insurance carrier. It is further agreed and understood that this

payment is not related in any manner to Civil Action No. L-88-161-CA pending on the docket of the United States District Court for the Eastern District of Texas, Lufkin Division, styled Bill Horton and James Hyden v. Southern Poverty Law Center et al.; and that Civil Action No. L-88-161-CA is still pending and that nothing contained herein or in any document executed in connection with the settlement of Civil Action No. L-88-13-CA pending on the docket of the United States District Court for the Eastern District of Texas, Lufkin Division styled Corrine Garner et al. v. Thomas Ladner et al. shall be considered an admission of the validity or invalidity of any element of any cause of action in Civil Action No. L-88-161-CA.

In further consideration of the payment set forth above, Releasors agree to keep the terms of the settlement agreement confidential and will not disclose said terms (including the amount of payment) to any other person except as required by law or further order of the Court. Releasors will further instruct all of their attorneys, agents, and employees to keep the terms of this settlement agreement confidential and not disclose its terms to any other person except as required by law or permitted by further order of the Court. However, Releasors reserve the right to make the following statement as desired: "The defendants and the Garners have compromised and settled their differences on a basis that is fair to all parties. The precise terms of the agreement are confidential and may not be disclosed." Releasors specifically agree not to make any other statement to members of the press.

RELEASEES are intended to mean Thomas Ladner, James Hyden, Bill Horton, Sabine County, Texas, Sheriff Blain Greer, Royce Smith, the Sabine County Commissioner's Court, R. E. "Rob" Smith, Elridge Ellison, Carlin McDaniel, Billy Joe McGee, James Conn, Chester Cox, Lawton Crain, Mary Russell, Billy Don Sparks, Clyde Kirk, Farmers Insurance Group, and all other persons (persons meaning all individuals, corporations or other entities of any type) who may be potentially liable for the CLAIMS released herein, and all their respective agents, servants, employees, corporate successors, predecessors, parents and subsidiaries, legal representatives, insurers, attorneys, indemnitors, guarantors, heirs, administrators, executors, successors and assigns (all of whom we intend to be specifically named or otherwise specifically identified as being RELEASEES).

CLAIMS are intended to mean ANY and ALL demands, rights, claims, debts, liens, common law or equitable causes of action and penalties, constitutional or statutory causes of action and penalties, including but not limited to 42 U.S.C. §§ 1983 and 1985(3), the Texas Wrongful Death Act, Tex. Civ. Prac. & Rem. Code Ann. § 71.002 (Vernon 1986), the Texas Survival Statute, Tex. Civ. Prac. & Rem. Code Ann. § 71.021 (Vernon 1986), the Texas Tort Claims Act, and Tex. Civ. Prac. & Rem. Code Ann. § 101.021 (Vernon 1986), costs, judgments, executions, and attorney's fees (whether past, present, or future, known or unknown), that Releasors have or ever may have against any persons whomsoever (including but not limited to the RELEASEES), that have or ever may arise, directly or indirectly, out of the occurrences described in the first paragraph of this Release, or their consequences (past, present or future, known or unknown), including but not limited to consequences of all types of injury and damage to Releasors' persons, property, business, reputation, or business or personal relationships, and of all other types of injuries or damages that may be measured in money. Claims are also intended to mean all demands, rights, claims or causes of action against Releasees that Releasors may have as beneficiaries of the estate of Loyal Garner, Jr. or heirs of Loyal Garner, Jr.

Releasors agree never to prosecute or assert any CLAIMS released herein against any persons whomsoever, and further agree that if they ever prosecute or assert against any person whomsoever any CLAIM that is released herein, then they shall INDEMNIFY the RELEASEES and HOLD them FREE and HARMLESS from all liability, loss, damages, debts, liens, charges, judgments, executions, costs, penalties, and expenses (including reasonable attorney's fees), of any nature, incurred by or on behalf of any RELEASEE, as a result of the prosecution or assertion of any of such CLAIMS or of any indemnity, contribution, or subrogation action arising therefrom.

All agreements herein shall be forever binding and conclusive and enforceable against Releasees, against all persons for whom they purport to act in a representative capacity herein, and against all of their heirs, successors, predecessors, assigns, legal representatives and those claiming by, through, or under us, to the fullest extent permitted by law.

IN EXECUTING THIS RELEASE, I RELY SOLELY UPON OUR KNOWLEDGE AND INFORMATION AND UPON THE ADVICE OF OUR ATTORNEYS OF RECORD, AND I HAVE NEITHER BEEN INFLUENCED BY NOR RELIED UPON ANY REPRESENTATIONS, IF ANY, MADE BY OR ON BEHALF OF ANY RELEASEE.

EXECUTED in triplicate originals and effective this the 13 day of July, 1989.

Corrine Garner
Corrine Garner as Natural
Mother, Next Friend and
Tutrix of Releasors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Corrine Garner, known to me to be the person whose name is subscribed to the foregoing Release, and acknowledged to me that she executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of July, 1989.

(S E A L)

Charles R. Freeman
Notary Public, State of Texas

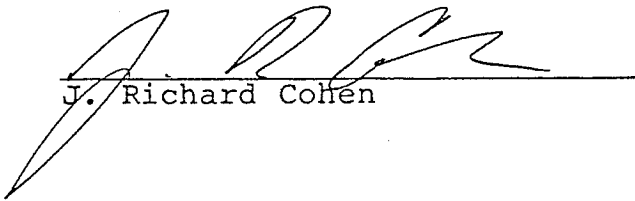
My Commission Expires:

10-13-90

APPROVED AS TO FORM:

Leonard Davis
Guardian Ad Litem

I certify that I am one of the attorneys of record for RELEASORS in the above described suit. I have read the foregoing Release and have fully explained to RELEASORS and their representatives the total legal effect to RELEASORS thereof, and after such explanation, RELEASORS and their representatives were fully satisfied to release RELEASORS' CLAIMS, and to abide by all terms of this Release. The representatives of RELEASORS thereafter freely and voluntarily desired to execute and did execute this Release.



J. Richard Cohen

RELEASE

We, Corrine Garner, Sarah Lee Garner, and Loyal Garner, Sr., RELEASORS, have CLAIMS for injuries and/or damages against Thomas Ladner, James Hyden, Bill Horton, and Sabine County, Texas arising from the death of Loyal Garner, Jr. and his incarceration in the Sabine County Jail on or about December 25, 1987. We have filed suit in Civil Action No. L-88-13-CA in the United States District Court for the Eastern District of Texas, Lufkin Division, styled Corrine Garner et al. v. Thomas Ladner et al., to recover for our injuries and/or damages in connection with these CLAIMS. We may possibly have CLAIMS against other persons arising from these occurrences.

We state that to avoid the uncertainty of litigation, it is to our best interest and benefit now to compromise ALL our CLAIMS in the manner set forth in this Release. We agree that all of these CLAIMS are genuinely disputed CLAIMS, that the RELEASEES deny all liability for all of these CLAIMS, and that this Release and compromise may never be admitted into evidence against any RELEASEE or construed as a confession or admission of liability by any RELEASEE in any suit or proceeding whatsoever.

In consideration of the payment of ONE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED TWO DOLLARS AND NO/100 (\$136,802.00) to Corrine Garner, and FORTY-THREE THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS AND NO/100 (\$43,198.00) to Sarah Lee Garner and Loyal Garner, Sr., in cash to ourselves, the receipt of which by us is hereby acknowledged, WE RELEASE, ACQUIT and FOREVER DISCHARGE the RELEASEES of ALL OUR CLAIMS, and we agree to execute this Release and abide by all its terms. We agree that the only consideration whatsoever for this Release is the consideration stated herein, which is contractual and is not a mere recital.

We also fully agree and understand that the payment made herein is to be paid from the insurance proceeds and solely from the insurance proceeds. The decision to make these payments was made by the insurance carrier, Farmers Insurance Group, and only the insurance carrier. We further agree and understand that this payment is not related in any manner to Civil Action No. L-88-161-CA pending on the docket of the United States

District Court for the Eastern District of Texas, Lufkin Division, styled Bill Horton and James Hyden v. Southern Poverty Law Center et al.; and we understand that Civil Action No. L-88-161-CA is still pending and that nothing contained herein or in any document executed in connection with the settlement of Civil Action No. L-88-13-CA pending on the docket of the United States District Court for the Eastern District of Texas, Lufkin Division styled Corrine Garner et al. v. Thomas Ladner et al. shall be considered an admission of the validity or invalidity of any element of any cause of action in Civil Action No. L-88-161-CA.

In further consideration of the payments set forth above, we agree to keep the terms of the settlement agreement confidential and will not disclose said terms to any other person except as required by law or permitted by further order of the Court. We will further instruct all of our attorneys, agents, and employees to keep the terms of this settlement agreement confidential and not disclose its terms to any other person except as required by law or permitted by further order of the Court. However, we reserve the right to make the following statement as desired: "The defendants and the Garners have compromised and settled their differences on a basis that is fair to all parties. The precise terms of the agreement are confidential and may not be disclosed." We specifically agree not to make any other statement to members of the press.

We intend RELEASEES to mean Thomas Ladner, James Hyden, Bill Horton, Sabine County, Texas, Sheriff Blain Greer, Royce Smith, the Sabine County Commissioner's Court, R. E. "Rob" Smith, Eldridge Ellison, Carlin McDaniel, Billy Joe McGee, James Conn, Chester Cox, Lawton Crain, Mary Russell, Billy Don Sparks, Clyde Kirk, Farmers Insurance Group, and all other persons (persons meaning all individuals, corporations or other entities of any type) who may be potentially liable for the CLAIMS released herein, and all their respective agents, servants, employees, corporate successors, predecessors, parents and subsidiaries, legal representatives, insurers, attorneys, indemnitors, guarantors, heirs, administrators, executors, successors and assigns (all of whom we intend to be specifically named or otherwise specifically identified as being RELEASEES).

We intend CLAIMS to mean ANY and ALL demands, rights, claims, debts, liens, common law or equitable causes of action and penalties, constitutional or statutory causes of action and penalties, including but not limited to 42 U.S.C. §§ 1983 and 1985(3), the Texas Wrongful Death Act, Tex. Civ. Prac. & Rem. Code Ann. § 71.002 (Vernon 1986), the Texas Survival Statute, Tex. Civ. Prac. & Rem. Code Ann. § 71.021 (Vernon 1986), the Texas Tort Claims Act, and Tex. Civ. Prac. & Rem. Code Ann. § 101.021 (Vernon 1986), costs, judgments, executions, and attorney's fees (whether past, present, or future, known or unknown), that we have or ever may have against any persons whomsoever (including but not limited to the RELEASEES), that have or ever may arise, directly or indirectly, out of the occurrences described in the first paragraph of this Release, or their consequences (past, present or future, known or unknown), including but not limited to consequences of all types of injury and damage to our person, property, business, reputation, or business or personal relationships, and of all other types of injuries or damages that may be measured in money. We also intend CLAIMS to mean all demands, rights, claims or causes of action against Releasees that we may have as beneficiaries of the estate of Loyal Garner, Jr. or heirs of Loyal Garner, Jr.

We agree never to prosecute or assert any CLAIMS released herein against any persons whomsoever, and we further agree that if we ever prosecute or assert against any person whomsoever any CLAIM that is released herein, then we shall INDEMNIFY the RELEASEES and HOLD them FREE and HARMLESS from all liability, loss, damages, debts, liens, charges, judgments, executions, costs, penalties, and expenses (including reasonable attorney's fees), of any nature, incurred by or on behalf of any RELEASEE, as a result of the prosecution or assertion of any of such CLAIMS or of any indemnity, contribution, or subrogation action arising therefrom.

We intend that all agreements herein shall be forever binding and conclusive and enforceable against us, against all persons for whom we purport to act in a representative capacity herein, and against all of our heirs, successors, predecessors, assigns, legal representatives and those claiming by, through, or under us, to the fullest extent permitted by law.

IN EXECUTING THIS RELEASE, WE RELY SOLELY UPON OUR KNOWLEDGE AND INFORMATION AND UPON THE ADVICE OF OUR ATTORNEYS OF RECORD, AND WE HAVE NEITHER BEEN INFLUENCED BY NOR RELIED UPON ANY REPRESENTATIONS, IF ANY, MADE BY OR ON BEHALF OF ANY RELEASEE.

EXECUTED in triplicate originals and effective this the 12th day of July, 1989.

Corrine Garner
Corrine Garner

Sarah Lee Garner
Sarah Lee Garner

Loyal Garner, Sr.
Loyal Garner, Sr.

THE STATE OF LOUISIANA §
PARISH OF Sabine §
§

BEFORE ME, the undersigned authority, on this day personally appeared Corrine Garner, known to me to be the person whose name is subscribed to the foregoing Release, and acknowledged to me that she executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of July, 1989.

(S E A L)

Jacqueline L. Parson
Notary Public, State of Louisiana

THE STATE OF LOUISIANA §
PARISH OF Sabine §
§

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Lee Garner, known to me to be the person whose name is subscribed to the foregoing Release, and acknowledged to me that she executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

12 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the
day of July, 1989.

(S E A L)

Kenneth T. Leeman
Notary Public, State of
Louisiana

THE STATE OF LOUISIANA

PARISH OF Saline

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Loyal Garner, Sr., known to me to be the person whose name is subscribed to the foregoing Release, and acknowledged to me that he executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

12 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the
day of July, 1989.

(S E A L)

Kenneth T. Leeman
Notary Public, State of
Louisiana

I certify that I am one of the attorneys of record for RELEASORS in the above described suit. I have read the foregoing Release and have fully explained to RELEASORS the total legal effect to RELEASORS thereof, and after such explanation, RELEASORS were fully satisfied to release RELEASORS' CLAIMS, and to abide by all terms of this Release. RELEASORS thereafter freely and voluntarily desired to execute and did execute this Release.

J. Richard Cohen
J. Richard Cohen