

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

HUMAN RIGHTS DEFENSE CENTER	§	
	§	
VS.	§	CIVIL ACTION NO. 4:24-CV-00828
	§	
GRAYSON COUNTY, TEXAS; TOM WATT	§	
in his individual capacity; and WILLIAM A	§	
BENNIE, in his official capacity as Sheriff of	§	
Grayson County, Texas.	§	

MEDIATED COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

1. The parties to this Mediated Compromise Settlement Agreement are **Human Rights Defense Center ("Plaintiff") and Grayson County, Texas; Tom Watt, in his individual capacity; and William A. "Tony" Bennie, in his official capacity as Sheriff of Grayson County, Texas ("Defendants")**, all of whom are collectively referenced herein as "the Settling Parties."
2. The consideration to be given for this settlement is as follows: **Plaintiff and its attorneys**, or said party's designee(s), shall be paid the aggregate sum of **\$290,000.00 USD** to be tendered not later than **14 days following Plaintiff's return of each payee's Form W9, and check drafting instructions**. Said settlement payment shall be tendered by **the Texas Association of Counties Risk Management Pool** on behalf of all Defendants.
3. The above-styled lawsuit shall be resolved by an **Agreed Stipulation of Dismissal under FRCP 41(a)(1)(A)(ii)**, with all taxable court costs, expenses and attorneys' fees to be paid by the party incurring them. Nothing in this Agreement shall affect or alter the Permanent Injunction issued by the Court in this matter on March 13, 2025.
4. The Settling Parties agree that this settlement represents the compromise of a disputed claim, and that any payments or other consideration exchanged hereunder shall not constitute or be construed as an admission of fault or liability by either party, which fault or liability remains expressly denied.
5. In exchange for the mutual promises and other consideration described herein, the Settling Parties hereby mutually agree to release, and discharge one another and the Texas Association of Counties Risk Management Pool, as well as all of their respective attorneys, agents, employees, insurers, risk pools, officers, directors, elected officials, contractors, and partners, and all of their related or affiliated entities, and all predecessors and successors in interest (hereafter collectively the "released parties"), from any and all claims, demands, or causes of action existing between them on the date of this Agreement, whether known or unknown, asserted in this action or not, fixed or contingent, liquidated or unliquidated, of any kind or description, to the extent that such claims, demands or causes of action are related in any way to any of the facts, events, transactions, allegations or damages which form the basis for any of the claims asserted in this litigation.

6. Each signatory to this Agreement warrants and represents that: (a) he/she has the authority to bind the party for whom that signatory acts; and (b) the claims, suits, rights and/or interests which are the subject of this Agreement are owned by the party asserting same, and have not been assigned, transferred or otherwise encumbered, except for assignments to a party's attorney as security for fees and expenses incurred in this case.

7. It is contemplated and intended that this Agreement be the final settlement agreement between the Settling Parties, and it shall constitute a full and final release of all claims which have been, or could have been, asserted regarding any and all events and/or circumstances occurring prior to the date of this Agreement

8. If any disputes arise regarding the interpretation and performance of this Agreement or any of its provisions, or regarding the terms of settlement generally, the Settling Parties agree to attempt to resolve any such dispute by telephone conference with the Mediator. If the parties cannot resolve their differences by phone conference, then each agrees to participate in a half-day mediation session with the Mediator within 30 days, and the parties agree to share the costs of such mediation equally. If a party refuses to mediate as provided herein, then that party agrees to forfeit the right to recover attorneys' fees or court costs in any litigation brought to enforce or construe this Agreement. Otherwise, if mediation is unsuccessful, then the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and litigation expenses relating to enforcement of this Agreement, including the cost of the unsuccessful second mediation.

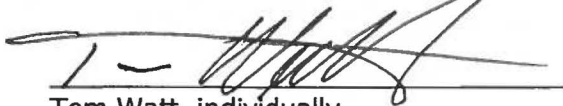
9. This Agreement is made and performable in **Grayson County, Texas**, and shall be construed in accordance with the laws of the State of Texas.

10. Each signatory to this Agreement certifies that the agreement represented by this document is made freely, without duress, after consultation with counsel to the extent that each party desired to do so. Each party acknowledges that the Mediator has not given legal or tax advice, is not an attorney for any party, and that no party is relying upon any promises or statements by the Mediator in their decision to enter into this Agreement.

11. This Agreement is "signed" by authorized representatives of the parties, and approved as to form by counsel, on this **31st day of July, 2025**.



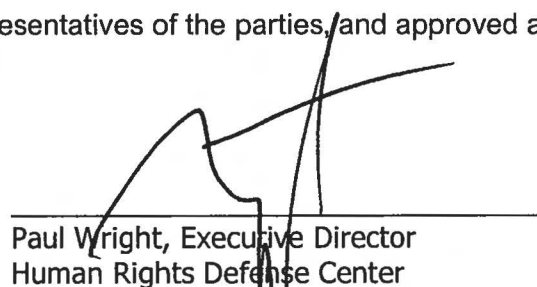
William A. Bennie, in his official capacity
As Sheriff of Grayson County, Texas



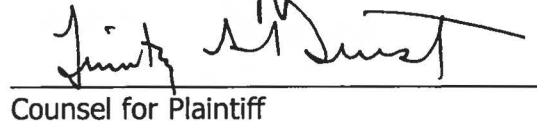
Tom Watt, individually



Counsel for Defendants



Paul Wright, Executive Director
Human Rights Defense Center



Counsel for Plaintiff

Mediator:

James J. Juneau

James J. Juneau

GILBERT MEDIATION GROUP

12801 N. Central Expressway

North Central Plaza III, Suite 1400

Dallas, Texas 75243

(214) 303-4500

jjuneau@gmgtexas.com