

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ROBERT R. TOLAN, MARIAN TOLAN, §
BOBBY TOLAN, AND §
ANTHONY COOPER, §

Plaintiffs, §

VS. §

CIVIL ACTION NO. 4:09-1324

JEFFREY WAYNE COTTON; §
JOHN C. EDWARDS; §
RANDALL C. MACK, CHIEF OF POLICE; §
BYRON HOLLOWAY, ASSISTANT §
CHIEF OF POLICE; CYNTHIA SIEGEL, §
MAYOR; BERNARD SATTERWHITE, §
CITY MANAGER; THE CITY OF §
BELLAIRE; AND THE BELLAIRE §
POLICE DEPARTMENT, §

Defendants. §

JURY TRIAL DEMANDED

SETTLEMENT AGREEMENT AND RELEASE

STATE OF TEXAS §
COUNTY OF HARRIS §

The City of Bellaire, Texas, for itself and on behalf of all Defendants in the above-captioned lawsuit makes this final written agreement with ROBERT R. TOLAN, MARIAN TOLAN, ROBERT "BOBBY" TOLAN, AND ANTHONY COOPER, to resolve all disputes between them, including but not limited to all claims brought in the above styled lawsuit. Under the Agreement, ROBERT R. TOLAN, MARIAN TOLAN, ROBERT "BOBBY" TOLAN, AND ANTHONY COOPER hereinafter referred to as the RELEASING PARTIES, in consideration of the City's payment of the total sum of one hundred ten thousand dollars, (\$110,000), paid by the City of Bellaire, Texas, to the RELEASING PARTIES through their attorney Daryl Washington, the receipt and sufficiency of which the RELEASING PARTIES hereby acknowledge and

confess, have this day RELEASED, ACQUITTED AND FOREVER DISCHARGED the City of Bellaire, Texas, and its current and former police officers, employees, including, but not limited to, John Edwards and Jeffrey Cotton, volunteers, elected and appointed officials, servants, agents, counsel and assigns in all capacities, hereinafter the RELEASED PARTIES, from all claims, demands, actions and causes of action of whatsoever character or nature, whether in contract, tort or by statute or common law, known or unknown, including any claims under the United States or Texas Constitutions, statutes, or common law, which have or shall ever accrue to the RELEASING PARTIES arising out of or resulting from the occurrences which form the basis of the lawsuit identified in this agreement.

For the aforesaid consideration, the RELEASING PARTIES agree to dismiss the above-captioned matter, with prejudice, to not to appeal the trial court's judgment or any other ruling and to refrain from initiating, instigating or otherwise participating in any legal action relating in any way to the incident which forms the basis of any RELEASING PARTY'S claim or claims and to otherwise fully release all claims in the above-styled and number cause, with prejudice against refiling.

It is distinctly understood and agreed by all RELEASING PARTIES that this is a **FULL, COMPLETE, AND FINAL RELEASE** and that the sum of money above-recited is being paid to, and is accepted by all RELEASING PARTIES in **FULL COMPROMISE SETTLEMENT** of any and all disputed claims, and the parties hereby released do not admit any liability. To the contrary, the parties hereby released have consistently denied liability in this matter and still deny that there is any legal liability on their part but the City is nonetheless paying the above-recited consideration in compromise and settlement of a disputed claim to avoid further expense

of litigation and disruption of public service, and such payment of consideration is not to be misconstrued in any manner as an admission of liability by any RELEASED PARTY.

In making this agreement, the RELEASING PARTIES aver that they have not relied upon any statement or representation which is not contained within this document. The undersigned RELEASING PARTIES have carefully read the foregoing instrument with the benefit of the assistance of counsel of their choosing and affirm by their signatures below that this Agreement contains the entire agreement between the parties hereto, that the terms of this instrument are contractual and are not mere recitals and that the undersigned know the specific contents and effects hereof and the RELEASING PARTIES execute this **COMPLETE AND FINAL RELEASE** of the RELEASED PARTIES of their own free will and as their own acts and deeds.

The RELEASING PARTIES hereby warrant and represent that they are not, nor have they ever been, enrolled in Medicare Part A or Part B. Further, the RELEASING PARTIES have no claim for social security disability benefits nor is a RELEASING PARTY appealing or re-filing for social security disability benefits.

The RELEASING PARTIES agree they are solely responsible for medical and other related expenses and any related liens stemming from any injury to any RELEASING PARTY they sustained during the occurrence that forms the basis of this lawsuit and they have each confirmed under oath that there are no outstanding bills or liens for treatment of any injury to any RELEASING PARTY they may have sustained during the occurrence that forms the basis of this lawsuit.

The RELEASING PARTIES further agree they will INDEMNIFY and HOLD HARMLESS the RELEASED PARTIES for any and all claims asserted against the RELEASED


PARTIES by those claiming by, though, or under the RELEASING PARTIES, in any way related to the occurrences made the basis of this lawsuit.

The RELEASING PARTIES further agree the terms of this Agreement will not be disclosed by any parties' counsel but that this Agreement, and its terms, are a matter of public record and may, and will, be disclosed in response to a request under the Texas Public Information Act and that any party or their counsel may discuss this matter and this Agreement once any party releases information about this Agreement.

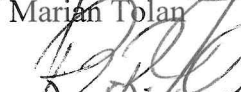
Executed this 15th day of September 2015.



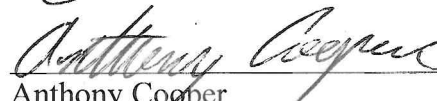
Robert "Bobby" Tolan



Marian Tolan



Robert "Robbie" Tolan

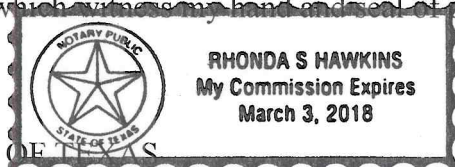


Anthony Cooper

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this 15th ^{September} day of ~~June~~, 2015, personally appeared Robert "Bobby" Tolan, known to me to be the persons whose names are subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th ^{September} day of ~~June~~, 2015, to certify which ~~witness my hand and seal of office.~~

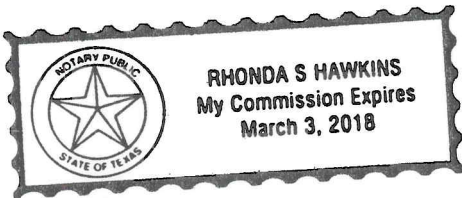


STATE OF TEXAS
COUNTY OF HARRIS

Rhonda S Hawkins
NOTARY PUBLIC - STATE OF TEXAS

BEFORE ME, the undersigned authority on this 15th ^{September} day of ~~June~~, 2015, personally appeared Marian Tolan, known to me to be the persons whose names are subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th ^{September} day of ~~June~~, 2015, to certify which witness my hand and seal of office.



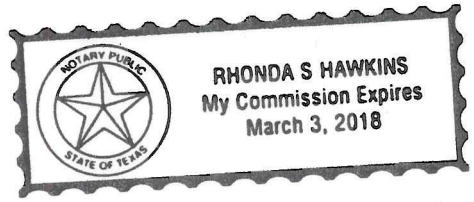
Rhonda S Hawkins
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this 15th ^{September} day of ~~June~~, 2015, personally appeared Robert "Robbie" Tolan, known to me to be the persons whose names are subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th ^{September} day of ~~June~~, 2015, to certify which witness my hand and seal of office.

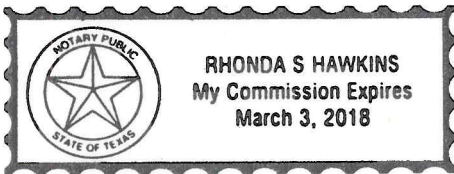
Rhonda S. Hawkins
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this 15th day of ~~June~~^{September}, 2015, personally appeared Anthony Cooper, known to me to be the persons whose names are subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th day of ~~June~~^{September}, 2015, to certify which witness my hand and seal of office.



Rhonda S. Hawkins

NOTARY PUBLIC - STATE OF TEXAS