COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Compromise Settlement Agreement and Release of Claims ("Settlement Agreement") is entered into effective as of the date below on which Brown County, Texas ("County") executes it, by and between Regional Public Defender for Capital Cases ("RPDO") and County, collectively referred to as "the Parties."

RECITALS

WHEREAS, RPDO and County had previously entered into an Interlocal Agreement for the fiscal years 2021-22 and 2022-23 for the provision of indigent defense for persons charged with a capital offense in County;

WHEREAS, a renewal Interlocal Agreement for fiscal years was not signed and returned to RPDO by County for the fiscal years 2023-24 and 2024-25;

WHEREAS, RPDO was previously appointed to defend Pablo Figueroa in cause no. CR29281 in Brown County, Texas on or about January 3, 2023 and continued to represent the defendant after the expiration of the 2021-2022 and 2022-23 Interlocal Agreement;

WHEREAS, the 2021-22 and 2022-23 Interlocal Agreement set forth that County's failure to remain in the program would shift the billing arrangement moving forward for the defense of defendant to hourly billing and recoupment of expenses (see Exhibit A);

WHEREAS, RPDO has previously sent bills to County for fees and expenses arising after the expiration of the 2021-22 and 2022-23 Interlocal Agreement totaling $128,351.76;

WHEREAS, Parties wish to resolve any prior differences and begin to again work together moving forward by entering a new Interlocal Agreement covering fiscal years 2025-26 and 2026-27 under the terms and conditions contained herein and in Exhibit B to this Agreement;

October 5, 2026 (Exhibit #9)

WHEREAS, County has affirmatively represented that there are no capital offenses or potential capital offenses preceding the execution of this Settlement Agreement that RPDO would be assigned or appointed to handle;

WHEREAS, the claims and potential claims of RPDO are in all respects controverted, and bona fide disputes exist between the Parties, both as to liability and the amount thereof, if any, and the nature and extent of damages which may have been sustained by RPDO, and as a result of such disputes and controversies, the Parties have agreed to compromise and settle all claims of any kind or character whatsoever, whether now known or unknown, whether now in existence or not, whether asserted in this claim or not, which RPDO, or any other party in privity therewith, has or may have against County arising out of any act or omission prior to the date of this Settlement Agreement;

WHEREAS, the Parties desire to fully and finally settle and compromise all claims and disputes between and among them and to enter into certain promises and agreements between them; and

WHEREAS, to avoid the cost, uncertainty, and inconvenience of litigation, the Parties have agreed to resolve this matter pursuant to the terms of this Settlement Agreement.

AGREEMENT

WHEREFORE, in consideration of the agreements, releases and payment set forth in this Settlement Agreement, the Parties agree:

1. Definitions

1.1 All references to RPDO includes its predecessors, successors, assigns, subsidiaries, affiliates, partners, insurers, estates, agents, servants, employees, receivers, administrators, directors, shareholders, officers, attorneys, legal representatives, professional associations, corporations and any other person, firm, or corporation in privity with them.

1.2 All references to County include their predecessors, successors, assigns, subsidiaries, affiliates, partners, insurers, estates, agents, servants, employees, receivers, administrators, directors, shareholders, officers, attorneys, legal representatives, professional associations, corporations and any other person, firm, or corporation in privity with them.

2. Obligations of Parties

2.1 In consideration of this Settlement Agreement County will be obligated as follows:

A. County will pay to RPDO the sum of $34,233.00 which would have been the amount due for fiscal year 2023-24.

B. County will additionally pay $34,233.00 which would have been the amount due for fiscal year 2024-25.

C. County will agree to and execute an Interlocal Agreement for fiscal years 2025-26 and 2026-27 as set forth in Exhibit B, which calls for annual payments of $ $34,233.00.

D. County will reimburse RPDO for its attorneys' fees related to this matter in the amount of $4,250.00.

E. County will not assign nor appoint RPDO to represent criminal defendants for any conduct that arose before the effective date of this Settlement Agreement.

F. County will release RPDO for any and all conduct and obligations prior to the effective date of this Settlement Agreement.

G. All financial payments set forth herein will be made within five business days of the effective date of this Settlement Agreement. At

the time such payments referenced herein are made, County shall be fully and forever released and discharged of any and all liability whatsoever as set forth below.

2.2 In consideration of this Settlement Agreement RPDO will be obligated as follows:

A. RPDO will permit County back into the program for defense of indigent defendants charged with capital crimes as set forth in Exhibit B and the terms of this Settlement Agreement upon payment of above fees and costs.

B. Upon receipt of the payments referenced herein and the execution of Exhibit B, RPDO will release County for any and all conduct and obligations existing prior to the effective date of this Settlement Agreement as set forth below.

3. Releases

3.1 RPDO hereby fully releases and forever discharges with prejudice County from any and all claims, counterclaims, actions, causes of action, appeals, suits, rights, obligations, damages, losses, charges, debts, liabilities, and demands whatsoever, whether foreseen or unforeseen, known or unknown, disclosed or undisclosed, matured or unmatured, in law, equity or otherwise, which RPDO now has or may hereafter have, which are now known and existing or which may hereafter arise out of any act or omission prior to the date of this Settlement Agreement, of any type or character, including but not limited to any claims that were asserted or could have been asserted in a lawsuit filed on or before the effective date of this Settlement Agreement.

3.2 County hereby fully releases and forever discharges with prejudice RPDO from any and all claims, counterclaims, actions, causes of action, appeals, suits, rights, obligations, damages, losses, charges, debts, liabilities, and demands whatsoever, whether foreseen or unforeseen, known or unknown, disclosed or undisclosed, matured or unmatured, in law, equity or otherwise, which County now has or may hereafter have, which are now known and existing or which may hereafter arise out of any act or omission prior to the date of this Settlement Agreement, of any type or character, including but not limited to any claims that were asserted or could have been asserted in a lawsuit filed on or before the effective date of this Settlement Agreement.

4. Duty

4.1 County has a duty to disclose the existence of any potential criminal case or investigation that could result in capital charges for which RPDO might have an obligation to provide legal services for an indigent defendant, and affirmatively asserts that no such criminal case or investigation exists and that any use of RPDO services under any Interlocal Agreement will accordingly be restricted to conduct occurring on or after the effective date of this Settlement Agreement.

5. Basis for Parties' Understanding of the Agreement

5.1 It is understood and agreed that the Parties hereto have carefully reviewed this Settlement Agreement, that they fully understand its terms, that they have sought and obtained independent legal advice with respect to the negotiation and preparation of the Settlement Agreement as well as the legal and income tax consequences of the Settlement Agreement, that this Settlement Agreement has been negotiated and prepared by the joint efforts of the respective attorneys for each of the Parties, and that the Parties have relied wholly upon their own judgment and knowledge (and the advice of their respective attorneys).

5.2 Each Party to this Settlement Agreement warrants and represents that no promise or agreement not herein expressed has been made by any Party it is releasing or Party purporting to represent the Party released, and that this release is not executed in reliance upon any statements or representations made by the Parties hereby released or said Parties' representatives or agents concerning any thing or matter.

6. Governing Law

6.1 This Settlement Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas without regard to its conflict of law principles.

7. No Admission of Fault

7.1 This Settlement Agreement and other consideration given by any Party under this Settlement Agreement shall not constitute an admission of fault, wrongdoing or liability.

8. Attorneys' Fees, Expenses, and Court Costs

8.1 Except for the provisions of Section 2, the Parties agree to pay their own attorneys' fees, court costs and expenses incurred in relation to this Settlement Agreement.

9. Entire Agreement

9.1 The statements and representations contained herein are to be considered contractual in nature and are not mere recitals. This Settlement Agreement constitutes the entire agreement between the Parties and may be modified or altered only by a subsequent written agreement signed by all the parties hereto.

9.2 This Settlement Agreement supersedes all prior discussions, understandings and agreements, written or oral, between the Parties. It is understood and agreed that all future

rights and obligations related to the facts underlying and related to this Settlement Agreement of the Parties as to each other shall be governed by this Settlement Agreement.

10. Invalidity

10.1 If any term or provision of this Settlement Agreement shall be determined to be unenforceable or invalid or illegal in any respect, the unenforceability, invalidity or illegality shall not affect any other term or provision of this Settlement Agreement, but this Settlement Agreement shall be construed as if such unenforceable, invalid or illegal term or provision had never been contained herein.

11. Multiple Originals

11.1 This Settlement Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and facsimiles or copies of this Settlement Agreement and the signatures hereto will be deemed an original for all purposes.

AGREED AND ACCEPTED:

RPDO:

By: _____
Its: _____
Date: _____, 2026

COUNTY:

By: _____
Its: County Judge
Date: 10-5, 2026