

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. The parties enter into the following Settlement Agreement. In exchange for Harris County agreeing to provide the following relief, the Parties agree to file a joint motion seeking approval of the Consent Decree to resolve all of Plaintiffs' claims in this case, contingent on and subject to the continuing jurisdiction of the Court to enforce the Consent Decree and the continuing jurisdiction to enforce the terms of this Settlement Agreement.

II. FEES

2. The parties agree that Class Counsel, based on prevailing hourly rates, would be entitled to fees as follows in this matter. Harris County agrees not to oppose a fee request in the following amounts:

Civil Rights Corps: \$3,725,231.00 (plus \$114,832.54 in costs)

Susman Godfrey: \$2,161,262 (to be forgone) (plus \$30,214.86 in costs)

WilmerHale: \$632,453.00 (plus \$0 in costs)

Texas Fair Defense Project:¹ \$182,715.90 (plus \$5,378.00 in costs)

Except as explicitly provided in this paragraph, the County agrees to pay Plaintiffs' counsel the amounts of money listed above to settle undersigned Plaintiff counsel's claims for attorneys' fees and costs in this case. Undersigned Plaintiffs' counsel agree that these amounts fully satisfy their respective claims for attorneys' fees. As a further public service and in order to benefit the County and the community, Susman Godfrey agrees not to collect the fees to which it is entitled in this case. The County gratefully acknowledges Susman Godfrey's agreement to forego these attorneys' fees in consideration of the County's agreement to allocate an additional \$2,161,262 million to its own efforts to meet the needs of class members, as described in the Consent Decree and in this Settlement Agreement.

3. The Parties agree that Harris County will not be paying Class Counsel for any fees or costs associated with implementation or monitoring of the Consent Decree incurred after the execution of this Settlement Agreement. The Parties also agree that, while Class Counsel will not seek any fees for implementation or monitoring, if contempt proceedings are initiated, Class Counsel reserves the right to seek fees if available under federal law for work performed in connection with contempt proceedings if there is a finding of contempt.
4. Once the above-referenced payments are made and have been accepted by Plaintiffs, Harris County shall hereby be forever relieved, released and discharged of and from any and all monetary liabilities herein to Plaintiffs and no exception shall ever issue upon this Settlement Agreement if paid as aforesaid. Without limiting the foregoing, that upon payment of said sums, Harris County shall have no liability or obligation with respect to

¹ The parties are unaware of whether Equal Justice Under Law will be seeking to recover fees.

the sums paid to Plaintiffs and Harris County will be fully and finally discharged from any obligation with respect to said sums or any amounts hereafter due to the Plaintiffs.

The Plaintiffs understand, represent and warrant this Settlement Agreement to be a final compromise of disputed claims and not an admission of liability by or of the Defendants. All parties agree that neither this instrument, nor any evidence relating thereto, will ever be admissible as evidence against the Defendants as an admission of liability or responsibility in any other suit, claim, or proceeding of any nature, unless it is to enforce the terms of this Settlement Agreement and Consent Decree.

Plaintiffs and their attorneys expressly warrant and represent to the Parties that they have full power and authority to execute this Settlement Agreement and that, except as noted above, they understand that no further sums of money will be paid to them as a result of the matter which is the subject of the Lawsuit.

III. PRESERVATION OF DOCUMENTS RELATING TO THE LITIGATION

5. The County will ensure that a County library preserves all filings and evidence submitted in the *ODonnell v. Harris County* litigation.

IV. REMEDY

The parties stipulate that monetary damages are not an adequate remedy for breach of this Agreement by the County. The parties agree that specific performance is required if there is a breach of this Agreement by the County.

If any portion of this Agreement is determined to be unlawful, it is the intention of the parties that the remainder of the Agreement shall be enforced.

V. SIGNATURES

/s/ Alec Karakatsanis

/s/ Elizabeth Rossi

Alec George Karakatsanis
DC Bar No. 999294
alec@civilrightscorps.org
Elizabeth Rossi
elizabeth@civilrightscorps.org
Civil Rights Corps
910 17th Street NW, Suite 200
Washington, DC 20006
Telephone: (202) 681-2721
Admitted Pro Hac Vice

/s/ Neal Manne

Neal S. Manne
Texas Bar No. 12937980
nmanne@susmangodfrey.com
Lexie G. White
Texas Bar No. 24048876
lwhite@susmangodfrey.com
Joseph S. Grinstein
Texas Bar No. 24002188
jgrinstein@susmangodfrey.com

SUSMAN GODFREY L.L.P.
1000 Louisiana Street, Suite 5100
Houston, Texas 77002
Telephone: (713) 651-9366
Facsimile: (713) 654-6666

Michael Gervais
mgervais@susmangodfrey.com
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, #1400
Los Angeles, CA 90067
Telephone: (310) 789-3100

ATTORNEYS FOR PLAINTIFFS

VINCE RYAN
HARRIS COUNTY ATTORNEY

/s/ Melissa L. Spinks

Melissa L. Spinks
Assistant County Attorney
Federal I.D. 1312334
State Bar No. 24029431
1019 Congress, 15th Floor
Houston, Texas 77002
Telephone: (713) 274-5132
Facsimile: (713) 755-8924
melissa.spinks@cao.hctx.net

ATTORNEY FOR HARRIS COUNTY



G. Allan Van Fleet, P.C.
Texas Bar No. 20494700
6218 Elm Heights LN, Suite 201
Houston, TX 77081-2409
(713) 826-1954
allanvanfleet@gmail.com

**ATTORNEY FOR DEFENDANTS
COUNTY CRIMINAL COURTS AT LAW
JUDGES**

/s/ Victoria Jimenez

Victoria Jimenez
Assistant County Attorney
State Bar No. 24060021
Southern Dist. Bar No. 2522937
Victoria.Jimenez@cao.hctx.net
1019 Congress, 15th Floor
Houston, Texas 77002
Telephone: (713) 274-5140
Facsimile: (713) 755-8924

ATTORNEYS FOR HARRIS COUNTY SHERIFF ED GONZALEZ

/s/ Murray Fogler

Murray Fogler
Fogler, Brar, Ford, O'neil & Gray LLP
State Bar No. 0720730
S.D. Tex. Bar No. 2003
mfogler@fbfog.com
909 Fannin Street, Suite 1640
Houston, Texas 77010
Tel: (713) 481-1010
Fax: (713) 574-3224