

James Blake Brickman <i>et al.</i> ,	§	In the 250th
	§	
Plaintiffs	§	
	§	
v.	§	District Court
	§	
Office of the Attorney General,	§	
	§	
Defendant	§	Travis County, Texas

### Mediated Settlement Agreement

The undersigned (the "Parties") mediated with Patrick Keel. After consulting with their attorneys, the Parties and their attorneys now sign this document to memorialize the terms of their agreement under § 154.071 of the Texas Civil Practice & Remedies Code and Rule 11 of the Texas Rules of Civil Procedure.

Although the mediator assisted in drafting this agreement, the Parties and their attorneys thoroughly reviewed the document and made or had the opportunity to make any changes to it that the Parties desired. The Parties sign this agreement of their own free will and without duress, relying on their own understanding of the agreement and the advice of their attorneys.

The agreement is:

1. In exchange for mutual releases with all four plaintiffs, the Office of the Attorney General ("OAG") will pay a total of \$3,300,000 and structure a portion of this sum as 27 months' back pay to Ryan Vassar and take such additional steps as are necessary for Vassar to receive 27 months' service credit toward the state retirement plan.
2. OAG will permanently remove this press release from its website: <https://www.texasattorneygeneral.gov/news/releases/ag-paxton-releases-statement-recent-allegations>.
3. A recital in the settlement agreement will state: "WHEREAS, Attorney General Ken Paxton accepts that plaintiffs acted in a manner that they thought was right and apologizes for referring to them as 'rogue employees.'"
4. The Parties will not ask that the 3rd Court of Appeals opinion issued October 21, 2021 be withdrawn.
5. OAG will take whatever steps necessary to lift the abatement in the SOAH proceeding and it will no longer oppose Mr. Maxwell's petition to correct his F5 report.
6. This agreement is contingent upon all necessary approvals for funding.



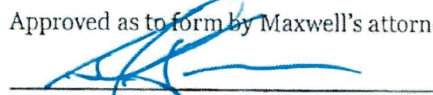
6. This agreement is contingent upon all necessary approvals for funding.
7. The Parties will jointly notify the Supreme Court of Texas that the Parties have agreed to settle and request that the court extend the abatement until all settlement papers have been finalized and funded.
8. The Parties will execute a formal settlement agreement containing these terms, as well as terms typical in settlements of this nature, including, but not limited to, no admission of liability or fault by any Party.

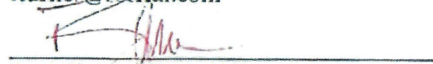
Signed on the dates indicated by the electronic signatures below.

Plaintiffs:

  
David Maxwell ("Maxwell")

Approved as to form by Maxwell's attorney:

  
TJ Turner  
Cain & Skarnulis PLLC  
303 Colorado St., Suite 2850  
Austin, Texas 78701  
tturner@estrial.com

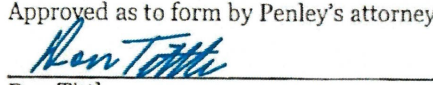
  
Ryan Vassar ("Vassar")

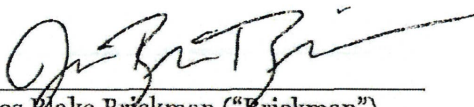
Approved as to form by Vassar's attorney:

  
Joseph R. Knight  
Ewell, Brown, Blanke & Knight LLP  
111 Congress Avenue, 28th Floor  
Austin, Texas 78701  
jknight@ebbklaw.com

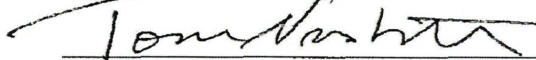
  
Mark Penley ("Penley")

Approved as to form by Penley's attorney:

  
Don Tittle  
Law Offices of Don Tittle PLLC  
8350 N. Central Expy., Suite M1085

  
James Blake Brickman ("Brickman")

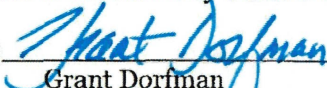
Approved as to form by Brickman's attorney:



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809 West Avenue  
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Defendant:

Office of the Attorney General of Texas

By: 

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Deputy First Assistant Attorney General  
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Approved as to form by Defendant's attorney:



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