

P20

No. 2007-43994

KATHY M. SCINTO and  
RALPH SCINTO, as Special Friends  
of MICHAEL D. SCINTO, Decedent,

Plaintiff

vs.

MEN IN MISSIONS, INC., d/b/a  
MANKIND PROJECT HOUSTON  
and CHARLES KIMBERLY  
SAWYER d/b/a THE  
WEALTHSOURCE,

Defendants

§ IN THE DISTRICT COURT OF  
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§ HARRIS COUNTY, T E X A S  
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§ 333<sup>rd</sup> JUDICIAL DISTRICT

**FILED**  
Theresa Chang  
District Clerk  
MAY 20 2008  
Time: \_\_\_\_\_  
Harris County, Texas  
By \_\_\_\_\_  
Deputy

**DEFENDANTS' MOTION TO  
ENFORCE SETTLEMENT AGREEMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Defendants MEN IN MISSIONS, INC., d/b/a MANKIND PROJECT HOUSTON and CHARLES KIMBERLY SAWYER d/b/a THE WEALTHSOURCE, and file this Motion to Enforce Settlement Agreement against KATHY M. SCINTO and RALPH SCINTO, as Special Friends and as Personal Representatives of the Estate of MICHAEL D. SCINTO, ("Plaintiffs" herein) and would respectfully show unto the Court the following:

I.

This case stems from the alleged wrongful death of Michael D. Scinto on or about July 25, 2005. On April 10, 2008, the parties attended mediation, wherein Plaintiffs agreed to settle all claims asserted or that could be asserted in the above-styled cause. At that time, the parties executed a Settlement Agreement, which provided, in part, "THE PARTIES AGREE THAT THIS AGREEMENT IS MADE PURSUANT TO SECTION 154.071 OF THE CIVIL

PRACTICE AND REMEDIES CODE AND IS NOT SUBJECT TO REVOCATION.” (*See Settlement Agreement attached hereto as Exhibit “A”*). Pursuant to the Settlement Agreement, Defendants tendered a joint settlement check of \$75,000.00 payable to Plaintiffs and their attorney of record, Jeffrey Hitt, in exchange for Plaintiffs’ execution of the Full and Final Release and Settlement Agreement (hereafter the “Release”), which was approved by Mr. Hitt. However, a dispute has arisen between Plaintiffs and Mr. Hitt over attorneys’ fees. Now, Plaintiffs have refused to execute the Release.

## II.

On May 15, 2008, Mr. Hitt filed his Motion to Enforce Attorney’s fees. Plaintiffs<sup>1</sup> file their Motion to Enter Judgment seeking and order compelling Mr. Hitt’s signature to the settlement check. Defendants file this motion requesting this Honorable Court enforce the settlement agreement reached at mediation between Defendants, MEN IN MISSIONS, INC., d/b/a MANKIND PROJECT HOUSTON and CHARLES KIMBERLY SAWYER d/b/a THE WEALTHSOURCE and Plaintiffs, KATHY SCINTO AND RALPH SCINTO and compel Plaintiffs’ execution of the Release *attached hereto as Exhibit “B.”*

WHEREFORE, PREMISES CONSIDERED, Defendants pray this Court enforce the settlement agreement reached between Defendants, MEN IN MISSIONS, INC., d/b/a MANKIND PROJECT HOUSTON and CHARLES KIMBERLY SAWYER d/b/a THE WEALTHSOURCE and Plaintiffs KATHY SCINTO and RALPH SCINTO, and order Plaintiffs to execute the Release identified as Exhibit B to this motion. Defendants pray for all such other and further relief, both


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<sup>1</sup> While Plaintiffs’ motion indicates Kathy Scinto and Ralph Scinto are the *pro se* movants, only Kathy Scinto has signed the motion.

general and special, at law and in equity, to which themselves may show themselves justly entitled.

Respectfully submitted,

COKINOS, BOSIEN & YOUNG

BY:  \_\_\_\_\_

MARC A. YOUNG

Texas Bar No. 22201500

TRACY B. GLENN

Texas Bar No. 24000063

Four Houston Center

1221 Lamar, 16<sup>th</sup> Floor

Houston, Texas 77010

(713) 535-5500

Fax: (713) 535-5533

ATTORNEYS FOR DEFENDANTS,  
MEN IN MISSIONS, INC., d/b/a  
MANKIND PROJECT HOUSTON and CHARLES  
KIMBERLY SAWYER d/b/a THE  
WEALTHSOURCE

**CERTIFICATE OF SERVICE**

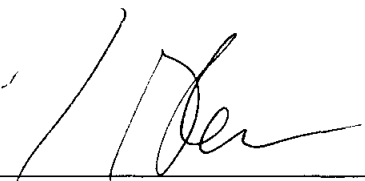
I certify that a copy of the foregoing was served under Rules 21 and 21a of the Texas Rules of Civil Procedure on the 20th day of May, 2008, upon the following counsel of record:

***By Facsimile***

Jeffrey W. Hitt  
Jeffrey W. Hitt, P.C.  
14614 Falling Creek Drive, Suite 200  
Houston, Texas 77068

***By Facsimile***

Kathy M. Scinto  
Ralph Scinto  
5110 Academy  
Houston, Texas 77005  
*Pro Se Plaintiffs*

  
\_\_\_\_\_  
TRACY B. GLENN

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Cause No. 2007-43994

KATHY M. SCINTO, INDIVIDUALLY  
AND AS REP. OF THE ESTATE OF  
MICHAEL D. SCINTO  
Plaintiff(s)

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IN THE 333<sup>rd</sup> JUDICIAL

DISTRICT COURT OF

vs.

MEN IN MISSIONS, INC., ET AL.  
Defendant(s)

HARRIS COUNTY, TEXAS

SETTLEMENT AGREEMENT

1. The parties hereto agree to settle all claims and controversies between them, asserted or which could be asserted in this case.

2. The consideration to be given for this agreement is as follows:

(a) Plaintiffs shall receive the sum of \$ 75,000<sup>00</sup>/\*

U.S. Dollars, on or before 5/01/08 which sum will be paid by the following parties in

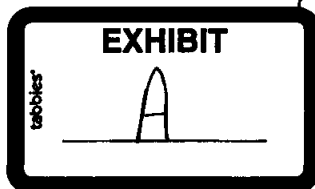
the amount stated: Defendants insured.

3. The above styled and numbered case shall be resolved by an agreed Order of Dismissal with Prejudice with taxable Court costs including mediation fee paid by party

incurring same.

4. The parties agree to release and discharge each other from any and all claims, demands or suits, known or unknown, fixed or contingent, liquidated or unliquidated whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter to this case.

\* A portion of said settlement may be paid into a structure.



This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, partners, affiliates, successors and assigns of the party. "Party" as used in the release includes all named parties to this case.

5. The parties hereto agree that all terms of settlement are confidential except as to spouse (if any), financial advisor, properly served subpoena and Court Order.
6. Each signatory hereto warrants and represents that he or she has authority to bind the parties for whom that signatory acts and that the claims, suits, right and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrance.
7. More Young shall deliver drafts of any further settlement documents to the other party by 4/24/08. The parties agree to cooperate with each other in the drafting and execution of such documents as are reasonably requested or required to implement the terms and spirit of this agreement. The fact that further settlement documents are contemplated does not in any way affect the binding nature of this agreement between the parties.
8. If a dispute arises with regard to the interpretation and/or performance of this agreement or any of its provisions, the parties agree to attempt to resolve same by phone conference with the Mediator who facilitated this settlement. If the parties cannot resolve their differences by telephone conference, then each agrees to schedule a day of mediation with the Mediator within thirty (30) days to resolve the disputes and to share the costs of the same equally. If a party refuses to mediate, then that party may not recover attorney's fees or costs in any litigation brought to construe or enforce this agreement. Otherwise, if mediation is unsuccessful, the prevailing parties shall be entitled to recover reasonable

attorney's fees and expenses, including the cost of the unsuccessful mediation.

9. Other terms of this settlement

are: see Exhibit "A" attached  
hereto

Plaintiffs shall return any and all of Defendants  
membership list on or before 4/24/08.

10. This agreement is made and performable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

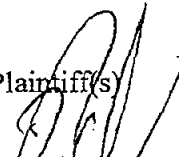
11. Each signatory to this settlement has entered into same freely without duress after having consulted with professionals of his/her choice. Each signatory expressly warrants and represents that no promise or agreement which is not herein expressed has been made to him/her in executing this Agreement and that no one who is a party hereto is relying upon any statement or representation of any agent of the parties being released hereby. Additionally each party hereto is relying on his/her own judgment and each has been represented by legal counsel in this matter. The parties represent that their respective counsel has read and explained to him/her the entire contents of this agreement as well as its legal consequences. Each party hereto has been advised by the mediator that the mediator is not the attorney for any party.

12. **NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, THE PARTIES HERETO INTEND TO BE BOUND BY THIS AGREEMENT AND IT IS BINDING UPON ALL OF THEM.**

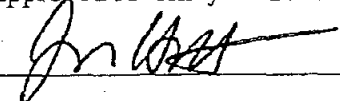
13. THE PARTIES AGREE THAT THIS AGREEMENT IS MADE PURSUANT TO SECTION 154.071 OF THE CIVIL PRACTICE AND REMEDIES CODE AND IS NOT SUBJECT TO REVOCATION.

SIGNED THIS 10<sup>th</sup> day of April, 2008.

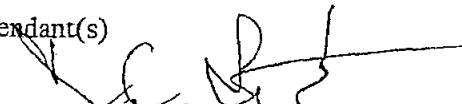
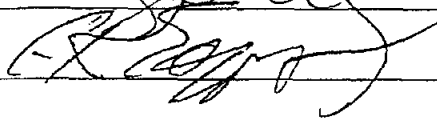
Plaintiff(s)

  
\_\_\_\_\_  
Kathy Sando  
\_\_\_\_\_

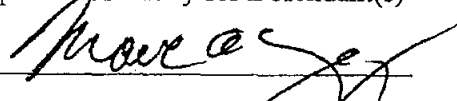
Approved Attorney for Plaintiff(s)

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Defendant(s)

  
\_\_\_\_\_  
  
\_\_\_\_\_

Approved Attorney for Defendant(s)

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



1. Screening

Defendant MKP Houston agrees to have its pre-NWTA questionnaire for potential applicants reviewed by a licensed mental health professional for recommendations on how it can be improved within 30 days. MKPH agrees to implement all recommended improvements accepted by its Board of Directors within 6 months. After the recommended improvements have been implemented, MKPH agrees to have each applicant's pre-NWTA questionnaire reviewed by a licensed mental health professional with personal knowledge of the activities that take place at NWTA to determine whether the applicant should be accepted by MKPH to participate in the NWTA. MKPH shall indicate in writing on each applicant's pre-NWTA questionnaire whether the applicant is approved or disapproved by MKPH to participate in the NWTA.

2. Disclosure

Defendant MKP Houston agrees to have its Board of Directors review its website and promotional literature toward developing a more complete disclosure to potential participants of the NWTA allowing each participant to make an informed decision about whether to participate in the NWTA. Within 30 days of the completion of the Board of Directors review, the Chairman of the Board and Executive Director shall recommend to the Board of Directors that it make the following changes: MKPH shall change its web site to provide adequate information from which each potential applicant can make an informed decision about whether to attend the NWTA or not; MKPH shall change its website to disclose that the pre-NWTA questionnaire shall be reviewed by a licensed mental health professional to determine an applicant's suitability for participation in the NWTA; MKPH shall change its website to disclose that participants who express a desire to leave or exit the NWTA prior to completion are free to do so; and, MKPH shall advise all potential participants during the application process that the NWTA may involve nudity (optional) and certain elements of Native American traditions.

3. Exit

Defendant MKP Houston agrees to develop a written protocol, which would allow any participant of the NWTA who expresses a desire to leave or exit the NWTA, to safely do so with the assistance of MKPH. Within 30 days, MKPH shall implement a written protocol that allows a participant to leave or exit the NWTA with the assistance of MKPH immediately upon request unless it is determined by the certified weekend leader in consultation with a qualified professional that to do so would create an unacceptable risk of harm to the participant or others. If such a determination is made, MKPH shall advise the participant to seek proper medical and/or psychiatric assessment and care, as needed. Once a participant requests to leave or exit the NWTA, the participant shall not be required to participate in any additional activities from the time of making the request until he is allowed to leave or exit the NWTA safely, unless the participant changes his mind and agrees to stay for the duration of the NWTA.

All terms of this proposal shall remain confidential.

Exhibit "A"

KATHY M. SCINTO, and  
RALPH SCINTO, as Special Friends  
of MICHAEL D. SCINTO, Decedent,

Plaintiff

vs.

MEN IN MISSION, INC., d/b/a  
MANKIND PROJECT HOUSTON  
and CHARLES KIMBERLY  
SAWYER d/b/a THE  
WEALTHSOURCE,

Defendants

§ IN THE DISTRICT COURT OF  
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§ HARRIS COUNTY, T E X A S  
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§ 333<sup>rd</sup> JUDICIAL DISTRICT

**FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT**

This Full and Final Release and Settlement Agreement (“Settlement Agreement”) is made and entered into by KATHY M. SCINTO and RALPH SCINTO, as Special Friends and as Personal Representatives of the Estate of MICHAEL D. SCINTO, (hereinafter referred to as “Plaintiffs” or “Claimants”). The undersigned, KATHY M. SCINTO and RALPH SCINTO,, as Special Friend and as Personal Representative of the Estate of MICHAEL D. SCINTO, in consideration of the total present value sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), the sufficiency of which is hereby acknowledged and confessed, voluntarily and knowingly execute this Settlement Agreement with the intention of extinguishing the herein designated rights and obligations.



**RECITALS**

1. Defendants are Men in Mission d/b/a Mankind Project Houston, Inc. and Charles Kimberly Sawyer d/b/a The Wealthsource (collectively referred to herein as “Defendants” and/or “MKP” and/or “Released Parties”).

2. Plaintiffs Kathy Scinto and Ralph Scinto filed the above-styled lawsuit against Defendants in the 333rd Judicial District Court of Harris County, Texas, Cause No. 2007-43994, seeking monetary damages arising out of the death of Michael D. Scinto that occurred on or about July 25, 2005, in Harris County, Texas. Plaintiffs alleged Michael D. Scinto’s death was caused by the negligence, gross negligence, and intentional conduct of Defendants.

3. All parties to this Settlement Agreement concede that bona fide disputes and controversies exist between them as to liability and the amount of damages, if any, that are due because of the dispute between them.

4. All parties to this Settlement Agreement desire to dispose of the entire controversy and dispute between them, including all claims and causes of action of any kind that currently exist or that may exist in the future that relate in any way to the death of Michael D. Scinto. The parties recognize there may be claims or damages arising out of the incident(s) described in this Settlement Agreement and/or described in Plaintiff’s live pleadings in the above-styled cause, that are unknown to the parties at the time of execution of this Settlement Agreement, or that may arise in the future. However, the parties to this Settlement Agreement have negotiated this Settlement Agreement with full knowledge of the possibility of additional claims or damages between the stated parties, and intend this Settlement Agreement to settle and finally dispose of all such claims or injuries arising out of said incident, whether known or unknown.

5. The parties desire to enter into this Settlement Agreement in order to provide for payment in full settlement and discharge of all claims and/or potential claims between the stated parties arising out of, directly or indirectly, the incident(s) leading up to and including Michael D. Scinto's death which occurred on or about July 25, 2005 in Harris County, Texas, upon the terms and conditions set forth herein.

**Settlement Agreement**

6. **Release and Discharge**

For and in consideration of the recitals set forth above and the payment(s), terms, and conditions called for herein, Claimants have this day released and by these presents do release, acquit, and forever discharge Men in Mission d/b/a Mankind Project Houston, Inc., Charles Kimberly Sawyer d/b/a The Wealthsource, and their insurance carrier, Philadelphia Insurance Companies ("Insurer" herein), their agents, servants, and employees, and all persons, natural or corporate, from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, that Claimants have or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the death of Michael D. Scinto. This Settlement Agreement is intended to release all claims of any kind which Claimants might have against those hereby released, whether asserted in the above captioned suit or not.

7. In addition to the payment called for herein, Defendants further agree to the following terms and conditions:

a. **Screening.** Defendant MKP Houston ("MKPH") agrees to have its pre-New Warrior Training Adventure ("NWT A" herein) questionnaire for potential applicants reviewed by a licensed mental health professional for recommendations on how it can be improved within

thirty (30) days of dismissal of Plaintiffs' claims against Defendants. MKPH agrees to implement all recommended improvements approved by its Board of Directors within six (6) months of said approval. After the recommended improvements have been implemented, MKPH agrees to have each applicant's pre-NWTA questionnaire reviewed by a licensed mental health professional with personal knowledge of the activities that take place at NWTA to determine whether the applicant should be accepted by MKPH to participate in the NWTA. MKPH shall indicate in writing on each applicant's pre-NWTA questionnaire whether the applicant is approved or disapproved by MKPH to participate in the NWTA.

b. Disclosure. Defendant MKP Houston agrees to have its Board of Directors review its web site and promotional literature toward developing a more complete disclosure to potential participants of the NWTA, allowing each participant to make an informed decision about whether to participate in the NWTA. Within thirty (30) days of the completion of the Board of Directors' review, the Chairman of the Board and Executive Director shall recommend to the Board of Directors that it make the following changes: MKPH change its web site to provide adequate information from which each potential applicant can make an informed decision about whether to attend the NWTA or not; MKPH change its website to disclose that the pre-NWTA questionnaire shall be reviewed by a licensed mental health professional to determine an applicant's suitability for participation in the NWTA; MKPH change its website to disclose that participants who express a desire to leave or exit the NWTA prior to completion are free to do so; and MKPH shall advise all potential participants during the application process that the NWTA may involve certain elements of Native American tradition.

c. Exit. Defendant MKP Houston agrees to develop a written protocol, which would allow any participant of the NWT A, who expresses a desire to leave or exit the NWT A, to safely do so with the assistance of MKPH. Within thirty (30) days, MKPH shall implement a written protocol that allows a participant to leave or exit the NWT A with the assistance of MKPH immediately upon request unless it is determined by a certified weekend leader in consultation with a qualified professional that to do so would create an unacceptable risk of harm to the participant or others. If such a determination is made, MKPH shall advise the participant to seek proper medical and/or psychiatric assessment and care, if needed. Once a participant requests to leave or exit the NWT A, the participant shall not be required to participate in any additional activities from the time of making the request until he is allowed to leave or exit the NWT A safely, unless the participant changes his mind and agrees to stay for the duration of the NWT A.

8. It is expressly understood and agreed the terms hereof are contractual and not merely recitals and the agreements herein are to compromise doubtful and disputed claims, avoid litigation, and buy peace, and that no payment(s) made, releases, nor any other consideration given shall be construed as an admission of liability, all liability being expressly denied.

9. Kathy M. Scinto and Ralph Scinto, as Special Friends and as Personal Representatives of the Estate of Michael D. Scinto, hereby expressly warrant and represent they have not assigned, pledged or otherwise in any manner whatsoever, sold or transferred, either by instrument in writing or otherwise, any right, title, interest or claim which they have or may have by reason of the incident(s) described above or any matters arising out of or related thereto except to their counsel. They further, for themselves, their heirs, executors, administrators and assigns, agree to and **DO HEREBY INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF THE**

RELEASE ..... PAGE 5

**PARTIES HEREBY RELEASED FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER WHICH HAVE BEEN OR WHICH MAY HEREAFTER BE ASSERTED BY ANY PERSON, FIRM OR CORPORATION CLAIMING BY, THROUGH OR UNDER THEM, AS A RESULT OF THE ABOVE DESCRIBED INCIDENT(S) AND/OR DEATH OF MICHAEL D. SCINTO, AND FROM ANY AND ALL DEMANDS, ACTIONS AND CAUSES OF ACTION FOR CONTRIBUTION AND/OR INDEMNITY WHICH MAY HEREAFTER BE ASSERTED BY ANY PERSON, FIRM OR CORPORATION AGAINST THE PARTIES HEREBY RELEASED CLAIMING BY, THROUGH OR UNDER THEM, AS A RESULT OF THE SAID INCIDENT(S) AND/OR DEATH. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS RELEASE AND AGREEMENT TO INDEMNIFY APPLIES TO ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION FOR DAMAGES AGAINST THE RELEASED PARTIES AS A RESULT OF MICHAEL D. SCINTO'S PARTICIPATION IN THE NWT A HELD BY DEFENDANTS ON OR ABOUT JULY 8, 2005 THRU JULY 10, 2005 AND/OR HIS DEATH ON OR ABOUT JULY 25, 2005.**

10. Claimants warrant they have read this Full and Final Release and Settlement Agreement and they fully understand it to be a compromise and settlement and release of all claims, known or unknown, present or future, that they have or may have against the party or parties released, arising out of the matters described above and/or alleged in Plaintiffs' live pleading in the above captioned cause. Claimants further warrant they are of legal age and legally competent to execute this Settlement Agreement, and they do so of their own free will and accord without reliance on any representations of any kind or character not expressly set forth herein.

**CONFIDENTIALITY AGREEMENT**

11. The parties and their respective attorneys represent, warrant, and agree:

a. There shall be complete confidentiality as to the terms and conditions of this Settlement Agreement, as well as any negotiations relating thereto;

b. Notwithstanding paragraph 10(a) above, each party and their attorneys may disclose the terms of the settlement and the amount of benefits to be received to financial advisors, accountants or similar persons who need to know for purposes of financial, investment or tax advice. Any such disclosure shall be accompanied by and made subject to express instructions to the person receiving the information that the disclosure is absolutely confidential and may not be communicated further;

c. This document together with any drafts hereof and any documents reflecting the negotiations preceding execution of this Settlement Agreement reflect the compromise and settlement of a disputed claim and will not be offered in any legal proceeding for any purpose other than to enforce this Settlement Agreement.

d. These confidentiality provisions shall not apply in the event that the disclosure of some or all of the terms of this Settlement Agreement shall be required to be disclosed by operation of law, judicial process or government rule, legislation, ordinance, ruling or statute.

12. Claimants, their attorneys, representatives, agents, including but not limited to family members, further represent, warrant, and agree that all documents and all reproductions of documents including but not limited to Defendants' manuals, membership lists, and any other printed material or electronically stored material or data concerning Defendants' operations,



training, recruitment, advertisement, promotional, marketing and membership have been returned to Defendants and/or destroyed. Claimants and their attorneys further represent, warrant, and agree that all such material and/or data and/or copies of the same have not been distributed to or in the possession of any third parties. In the event such material and/or data have been distributed to persons or entities not a party to this litigation, including but not limited to Claimant's agents, representatives and family members, Claimants and their attorneys represent, warrant, and agree to retrieve and produce the same to Defendants or Defendants' attorneys. Claimants and their attorneys further represent, warrant, and agree that all documents improperly and/or illegally obtained by Claimants, their attorneys, representatives, agents, including but not limited to family members concerning Defendants' operations, manuals, membership, or any other documents concerning Defendants generally have been destroyed, or shall be produced to Defendants or Defendants' attorneys.

WE HAVE READ THIS FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT and the representations and agreements we make herein are made to induce the payment(s) to us at this time of the above-mentioned sums of money.

The undersigned further agree to execute any and all additional documents and to take all supplementary steps to give force and effect to the basic terms and intent of this Settlement Agreement, including but not limited to, execution of a dismissal of all claims pending in the above-styled lawsuit with prejudice.

This Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

WITNESS MY SIGNATURE this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
RALPH SCINTO

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned, notary public in and for the state of Texas, on this day personally appeared, RALPH SCINTO, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed; that he executed the same as his free and voluntary act and deed after having it fully explained to him, and after having read it fully, and after realizing the effect thereof to be a full and final release and discharge of the parties named therein for any matter or thing dealt with in the foregoing instrument; that the instrument contained an indemnity Agreement; that the same was executed by him without any threat, force, fraud, duress, or representation of any kind by any person whomsoever; and that at the time of execution he was completely sober, sane, and capable of understanding the character of his acts and deeds and was in complete charge of all of his faculties and was capable of executing this instrument and of understanding the significance of his acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2008.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

WITNESS MY SIGNATURE this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
KATHY M. SCINTO

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, notary public in and for the state of Texas, on this day personally appeared, KATHY M. SCINTO, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed; that she executed the same as her free and voluntary act and deed after having it fully explained to her, and after having read it fully, and after realizing the effect thereof to be a full and final release and discharge of the parties named therein for any matter or thing dealt with in the foregoing instrument; that the instrument contained an indemnity agreement; that the same was executed by her without any threat, force, fraud, duress, or representation of any kind by any person whomsoever; and that at the time of execution she was completely sober, sane, and capable of understanding the character of her acts and deeds and was in complete charge of all of her faculties and was capable of executing this instrument and of understanding the significance of her acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2008.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

I hereby certify by my signature below that I have fully explained the FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT to Ralph Scinto and Kathy Scinto, and it was acknowledged to me that it was fully understood. I further acknowledge receipt of my fee out of said funds and further attest that any and all referring attorneys have been paid their full fee out of said funds.

\_\_\_\_\_  
Jeffrey W. Hitt  
Attorney for Plaintiffs/Releasing Parties, Kathy  
Scinto and Ralph Scinto

F:\WPDOCS\3208013\Release and Settlement Agreement.wpd



I, Theresa Chang, District Clerk of Harris County, Texas, certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date  
Witness my official hand and seal of office  
this \_\_\_\_\_

Certified Document Number: \_\_\_\_\_

THERESA CHANG, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**