

CAUSE NO. D-1-GN-16-004769

DAVID A. ESCAMILLA,
Travis County Attorney
Plaintiff

v.

KEN PAXTON
State of Texas Attorney General
Defendant

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IN THE DISTRICT COURT

OF TRAVIS COUNTY

261st JUDICIAL DISTRICT

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement are Plaintiff/Cross-Defendant David A. Escamilla, Travis County Attorney (“County Attorney”) and Intervenor/Cross Plaintiff Tara Coronado Cunningham (“Coronado”). The Agreement is entered into for the purpose of resolving and resulting in dismissal of all claims in the above-styled lawsuit made by the County Attorney pursuant to Tex. Gov’t Code. Section 552.324 and made by Coronado pursuant to Tex. Gov’t Code Section 552.321 (as Cross-Plaintiff) and Section 552.325 (as Intervenor).

Obligations of the County Attorney

1. In return for the fulfillment of the Obligations of Coronado listed below, and on the conditions included in this Settlement Agreement, the County Attorney agrees to promptly, on the date this agreement is executed, to deliver to Coronado a complete and un-redacted copy of the Deferred Prosecution Agreement dated April 1, 2016 and entered into between Chet Edward Cunningham and the State of Texas represented by the Travis County Attorney (the DPA) regarding Travis County Cause No. C-1-CR-13-180014.
2. The County Attorney agrees he will nonsuit with prejudice all claims the County Attorney made in this Texas Public Information Act litigation, *Escamilla v. Paxton*.
3. The County Attorney’s release of the DPA to Coronado is not in response to a request for information made under the Public Information Act nor pursuant to Texas Code Crim. Proc. Section 56.02, Crime Victims’ Rights. Instead, the release is made to Coronado as the victim and witness in connection with the investigation and prosecution of an ongoing criminal prosecution.
4. Central to the County Attorney’s agreement to provide Coronado with a copy of the DPA is Coronado’s solemn promise not to publish or release, directly or indirectly, the DPA or the information contained therein to any person other than her attorney(s) (who may introduce the DPA in other official court proceedings), and her professional therapists or counselors.

Obligations of Coronado

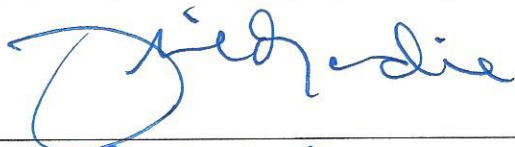
5. In return for fulfillment of the terms regarding the County Attorney's Obligations, Coronado hereby withdraws all requests she has made (including the request made through her attorney, Laura Bates) for a copy of the DPA, and will nonsuit with prejudice all claims Coronado made in this Texas Public Information Act litigation, *Escamilla v. Paxton*.
6. Coronado agrees and solemnly promises not to publish or release, directly or indirectly, the DPA or the information contained therein to any person other than her attorney(s) (who may introduce the DPA in other official court proceedings), and her professional therapists or counselors.

Execution and Implementation of Agreement

7. Both parties, the County Attorney and Coronado, agree to take all action necessary to promptly execute and implement this Settlement Agreement.

AGREED:

DAVID A. ESCAMILLA,
TRANS COUNTY ATTORNEY



By: Tim Labadie
Assistant County Attorney
State Bar No. 11784853

TARA CORONADO CUNNINGHAM

