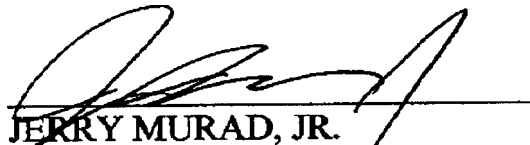


Respectfully submitted,

LAW OFFICE OF JERRY MURAD

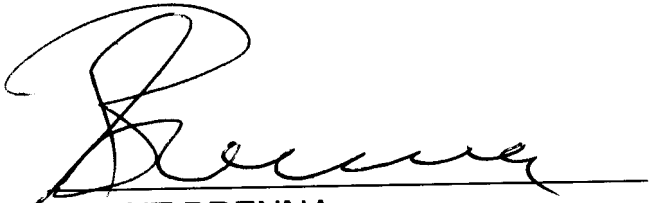


JERRY MURAD, JR.
State Bar No. 00784654
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801 Cherry Street, Unit 21
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817.335.5691
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Lisa Graybill
State Bar No. 24054454
Fleming Terrell
State Bar No. 24063031
American Civil Liberties Union
Foundation of Texas
P.O. Box 12905
Austin, Texas 78711-2905

ATTORNEYS FOR PLAINTIFF

AGREED AS TO FORM AND CONTENT:

A handwritten signature in black ink, appearing to read "Grant Brenna", written over a horizontal line.

GRANT BRENN
Assistant District Attorney
Civil Division
Administration Building, 5th Floor
411 Elm Street, Suite 500
Dallas, Texas 75202-3384
ATTORNEY FOR DEFENDANTS

Cause No. 07-10110-B

AMARDEEP SINGH,
PLAINTIFF

vs.

THE HONORABLE ALBERT
BERNARD CERCONO IN HIS
OFFICIAL CAPACITY, JUDGE,
JUSTICE COURT PRECINCT 3,
PLACE 1, DALLAS COUNTY,
TEXAS AND DALLAS COUNTY,
TEXAS,
DEFENDANTS

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IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**FULL AND FINAL SETTLEMENT AND RELEASE
AGREEMENT**

I.

DEFINITIONS

1. **Amardeep Singh** is the Plaintiff in the above entitled and numbered cause.
2. **Albert Bernard Cercone** is the sole remaining Defendant in the above entitled and numbered cause.
3. "Plaintiff" as used herein shall mean Plaintiff **Amardeep Singh**.
4. "Defendant" as used herein shall mean Defendant **Albert Bernard Cercone in his official capacity, Judge, Justice Court Precinct 3 Place 1, Dallas County, Texas**.
5. "Policy" shall mean Exhibit "A" attached and fully incorporated herein by reference.
6. "Lawsuit" shall mean the above-entitled and numbered cause.



AS

7. "Settlement Agreement" shall mean this Full and Final Settlement and Release Agreement by and between the parties hereto.

II.

CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

8. **WHEREAS**, Plaintiff has initiated the Lawsuit against Defendant, alleging infringement of his right freely to exercise his faith in violation of the Texas Religious Freedom Restoration Act, Texas Civil Practices and Remedies Code §110.003; and

9. **WHEREAS**, this Settlement Agreement, and the execution hereof, is not, and is not intended to be or construed to be, an admission of any breach, default, violation, fault or wrongdoing by or on behalf of Defendant, all such claims having been expressly denied heretofore, and the defendant continues to deny the same; and

10. **WHEREAS**, Defendant has denied, and continues to deny all such allegations by Plaintiff; and

11. **WHEREAS**, all provisions of this Settlement Agreement are contractual in nature, and not mere recitals only; and

12. **WHEREAS**, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and full and final release, as set forth herein.

13. **NOW THEREFORE**, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

III.

PERSONS AND ENTITIES BOUND

14. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon the Defendant, and inure to the benefit of, and be enforceable by Plaintiff.

15. Defendant understands and agrees that the terms of this Settlement Agreement are binding upon him and upon his respective agents, representatives, and assigns.

IV.

VOLUNTARY AGREEMENT OF PARTIES

16. Plaintiff and Defendant represent and warrant that they have voluntarily entered into this Settlement Agreement as the result of arms length negotiations during which both parties were represented by counsel, and that they have approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by their duly authorized signatures.

V.

CONSIDERATION

17. It is the intention of the parties that those who appear before or who enter the courtroom of the Defendant not have their constitutionally protected religious liberties infringed by either the Defendant or anyone acting on either the Defendant's or the court's behalf.

18. In consideration of the Defendant's immediate adoption and implementation of the Policy for the court in which he presides or may preside in the future, and the agreements, conditions, representations, warranties, recitals, covenants and statements of intention contained herein, Plaintiff hereby accepts the above-referenced consideration together with the other

referenced consideration below in full settlement, compromise and release of all claims arising out of the incident made the basis of the Lawsuit pursuant to this Settlement Agreement, against Defendant.

19. As further consideration Defendant agrees not to change, alter, amend, or otherwise fail to enforce and abide fully and completely at all times with the Policy without the prior, express, written consent and agreement of the Plaintiff.

20. Each party agrees to be solely responsible for the payment of their respective attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the Lawsuit and/or this Settlement Agreement.

VI.

RELEASE

Plaintiff hereby covenants, agrees and consents to the following:

21. Plaintiff hereby fully and finally **RELEASES, ACQUITS AND FOREVER DISCHARGES** Defendant for Plaintiff's claim brought pursuant to Texas Civil Practices and Remedies Code §110.003 for the June 23, 2006 occurrence made the basis of this Lawsuit. The Plaintiff will dismiss the Lawsuit with prejudice.

VII.

WARRANTIES

22. Defendant expressly warrants that he has full capacity to execute this Settlement Agreement.

AS

23. Defendant expressly warrants and represents that the law and/or facts may be different from what he may believe them to be and assumes all responsibility for such beliefs and assumptions.

24. Defendant expressly warrants and represents that he has had the opportunity to investigate the law and the facts associated with this Lawsuit and has had the opportunity to have the advice and counsel of an attorney(s) of his own choosing.

25. Defendant expressly warrants and represents that he is not relying on any representations whatsoever made by Plaintiff and/or Plaintiff's attorneys Jerry Murad, Jr., Lisa Graybill, and Fleming Terrell.

VIII.

ENTIRE AGREEMENT OF THE PARTIES

26. This Settlement Agreement constitutes the entire agreement and understanding of Plaintiff and Defendant, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. Neither Plaintiff nor Defendant shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not set forth in this Settlement Agreement. No modification of or amendment to this Settlement Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

IX


GOVERNING LAW

27. This Settlement Agreement shall be construed in accordance with the laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Settlement Agreement shall lie, in Dallas County, Texas.

X.

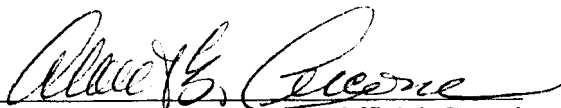
EXECUTION

The Plaintiff hereto has executed this Full and Final Settlement and Release Agreement on the date of the signature set forth herein. On this the 25 day of August, 2008.



Amardeep Singh

The Defendant hereto has executed this Full and Final Settlement and Release Agreement on the date of the signature set forth herein. On this the 8th day of August, 2008.



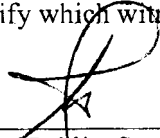
Albert Bernard Cercone in His Official Capacity,
Judge, Justice Court Precinct 3 Place 1, Dallas
County, Texas

STATE OF TEXAS
COUNTY OF Tarrant §
§
§

BEFORE ME, the undersigned authority, on this day personally appeared **Amardeep Singh** known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being duly sworn by me, deposed and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this 25th day of August, 2008, to certify which witness my hand and seal of office.



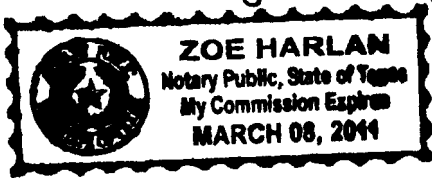


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **Albert Bernard Cercone in His Official Capacity, Judge, Justice Court Precinct 3 Place 1, Dallas County, Texas** known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being duly sworn by me, deposed and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

8 SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this day of August, 2008, to certify which witness my hand and seal of office.



Zoe Harlan

Notary Public, State of Texas

AGREED AS TO FORM:



JERRY MURAD, JR.
Burnett Plaza, Suite 3430
801 Cherry Street, Unit 21
Fort Worth, Texas 76102
ATTORNEY FOR PLAINTIFF

Lisa Graybill
Fleming Terrell
American Civil Liberties Union
Foundation of Texas
P.O. Box 12905
Austin, Texas 78711-2905



GRANT BRENNNA
Assistant District Attorney
Civil Division
Administration Building, 5th Floor
411 Elm Street, Suite 500
Dallas, Texas 75202-3384
ATTORNEY FOR DEFENDANT

EXHIBIT A

COURTROOM POLICY AND PROCEDURES

Security personnel and court personnel shall observe the following policies and regulations:

- (1) All persons coming in contact with court personnel shall be treated with proper consideration and respect.
- (2) The wearing of religious head coverings and other garments shall be permitted in the court room and in the building.
- (3) All persons donning religious head coverings and other garments:
 - a. An individual wearing a religious head covering or other religious apparel should be allowed to walk through a metal detector without removing that head covering or apparel.
 - b. If the metal detector beeps, the individual should be given time to remove all other metallic objects from his person. If the individual sets off the metal detector for a second time, a hand wand, if available, should be used to screen the individual.
 - c. If no metal detector or hand wand is available, or the metal detector or hand wand beeps while screening over the head covering or religious apparel, the screener should respectfully escort the individual to a private room, if available, in order to pat down the head covering or religious apparel. Before doing so, the screener must explain, in advance, the reasons for patting the religious garb in order to minimize any misunderstanding.
 - d. If a security concern continues to exist only after the former procedures have been completed, the screener is justified in requesting the individual to remove his or her religious apparel in a private room and, if possible, by a member of the same gender.