

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

GEORGE STEWART, on behalf of himself	§	
and others similarly situated,	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	Civil Action No. 5:23-cv-00007-H
TEXAS TECH UNIVERSITY HEALTH	§	
SCIENCES CENTER, et al.	§	
<i>Defendants.</i>	§	
	§	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Plaintiff George Stewart (“Plaintiff” or “Stewart”) and Defendants Texas Tech University Health Sciences Center (“TTUHSC”), Lori Rice-Spearman, John C. DeToledo, Felix Morales, Louis Perez, and Monica Gallindo (collectively, the “Defendants”).

RECITALS

- A. WHEREAS**, Plaintiff filed a lawsuit, as captioned above, in the United States District Court for the Northern District of Texas, Lubbock Division, against Defendants asserting a claim of racial discrimination arising from the denial of his past medical school application with TTUHSC (the “Lawsuit”);
- B. WHEREAS**, in the Lawsuit Plaintiff asserted claims of unlawful discrimination under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 1981, and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution;
- C. WHEREAS**, Defendants deny Plaintiff’s allegations and assert that all actions concerning Plaintiff were appropriate and not in violation of any law. Specifically, prior to this Lawsuit, TTUHSC did not consider race when selecting applicants for admission to its medical school;
- D. WHEREAS**, TTUHSC does not and will not consider race when selecting applicants for admission to its medical school, and it did not do so at the time the Lawsuit was filed;
- E. WHEREAS**, the Supreme Court’s ruling in *Students for Fair Admissions v. Harvard*, 600 U.S. 181 (2023) prohibits institutions of higher education such as TTUHSC from considering race when selecting applicants for admission, including for medical school; and

F. WHEREAS, the Plaintiff and Defendants (collectively, the “Parties”) wish to compromise and settle all of the matters in dispute between them and fully and finally resolve all such matters related to those disputes.

NOW THEREFORE, in consideration of the Recitals set forth above, the mutual promises, agreements, covenants, and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the actions and claims between them shall be settled and compromised completely and finally upon the following terms and conditions:

1. **No Admission:** This Agreement is a compromise of disputed claims. Nothing herein is an admission of liability by Defendants, such liability being expressly denied.
2. **Settlement:** In complete compromise and settlement of all disputes, Defendants agree to enter into this settlement agreement with Plaintiff.
3. **Costs and Attorney’s Fees:** Each party shall pay its own court costs and attorney’s fees incurred in this litigation. No other monetary consideration shall be paid by either Party to the other pursuant to this Agreement.
4. **Plaintiff’s Release:** Plaintiff hereby irrevocably and unconditionally RELEASES, ACQUITS and forever DISCHARGES the “Released Parties,” who for purposes of this Agreement are TTUHSC, the Texas Tech University System, or any component institution within the Texas Tech University System, Lori Rice-Spearman, John C. DeToledo, Felix Morales, Louis Perez, and Monica Gallindo and all of their past and present agents, attorneys, servants, employees, successors, and assigns, from any and all claims, causes of action, rights, demands, debts, liabilities, and controversies, which accrued as of the date of this Agreement, whether known or unknown, asserted or unasserted, of any nature whatsoever, arising from the transactions or occurrences made the subject of this litigation, or which could have been included or made the subject of litigation, including, but not limited to, Plaintiff’s past medical school application with TTUHSC, regardless of whether or not such person, entity, agent, agency, successor, assign, or party is expressly named herein. The disputes released by Stewart include those known or unknown, actual or contingent, at law or in equity, and whether based in tort, contract, statute, or any other basis. Stewart’s release includes all disputes by which Stewart could seek equitable relief; actual, compensatory, consequential, punitive, special, multiple or other damages; expenses (including attorneys’ fees and costs); and all other reimbursements or charges of any kind. The disputes released by Stewart include, but are not limited to, any claim(s) under the following (and any amendments): Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; Chapter 21 of the Texas Labor Code; the Constitutions of the United States and the State of Texas; the Employee Retirement Income Security Act of 1974; workers’ compensation laws; wage and hour laws; any state or federal whistleblower laws; the Internal Revenue Code; the Rehabilitation Act; the Consolidated Omnibus Budget Reconciliation

Act; the Immigration Reform and Control Act of 1990; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Equal Pay Act of 1963; the Occupational Safety and Health Act; the Family and Medical Leave Act of 1993; the National Labor Relations Act; or any other federal, state, or local civil rights, employment, or human rights law or any other federal, state, or local law, regulation, or ordinance. The disputes released by Stewart also include claims in contract or at common law, including, but not limited to, breach of any oral, written and/or implied contract, breach of any implied covenant of good faith and fair dealing, wrongful discharge under any theory, including for lack of good cause, in violation of public policy, and constructive discharge, loss of earnings or future earning capacity, intentional and negligent infliction of emotional distress, negligent retention and supervision, assault, battery, negligence, misrepresentation or fraud of any kind, duress, unfair dealing, breach of fiduciary or other duty, invasion of privacy, defamation, abuse of process, deprivation or violation of rights to substantive or procedural due process, and interference with contract and/or prospective economic advantage. The reference herein to specific statutory, tort, contract and common law claims is in no way intended to limit the disputes released by Stewart; to the contrary, Stewart intends that the disputes released by him herein be construed as broadly as possible to cover any and all disputes he may have or believe himself to have against the Released Parties. The disputes released by Stewart include any and all administrative complaints, internal or external, that Plaintiff has filed or could file against the Released Parties. Plaintiff waives and withdraws any and all institutional appeals, grievances, and procedures to which he is or may be entitled related to any fact, condition, event or circumstance which occurred or existed prior to the date of this Agreement.

5. **Defendants' Release:** Defendants hereby irrevocably and unconditionally RELEASE, ACQUIT and forever DISCHARGE Plaintiff and all of his past and present agents, attorneys, servants, employees, successors, and assigns, from any and all claims, causes of action, rights, demands, debts, liabilities, and controversies, which accrued as of the date of this Agreement, whether known or unknown, asserted or unasserted, of any nature whatsoever, arising from the transactions or occurrences made the subject of this litigation, or which could have been included or made the subject of litigation, including, but not limited to, Plaintiff's past medical school application with TTUHSC, regardless of whether or not such person, entity, agent, agency, successor, assign, or party is expressly named herein. The disputes released by the Defendants also include claims in contract or at common law, including, but not limited to, breach of any oral, written and/or implied contract, breach of any implied covenant of good faith and fair dealing, wrongful discharge under any theory, including for lack of good cause, in violation of public policy, and constructive discharge, loss of earnings or future earning capacity, intentional and negligent infliction of emotional distress, negligent retention and supervision, assault, battery, negligence, misrepresentation or fraud of any kind, duress, unfair dealing, breach of fiduciary or other duty, invasion of privacy, defamation, abuse of process, deprivation or violation of rights to substantive or procedural due process, and interference with contract and/or prospective economic advantage. The reference herein to specific statutory, tort, contract and common law claims is in no way intended to limit the disputes released by the Defendants; to the contrary, the Defendants intend that the disputes released by them herein be construed as broadly as possible to cover

any and all disputes they may have or believe himself to have against Stewart.

6. **Plaintiff's Resignation and No Return:** Plaintiff agrees not to apply to medical school, medical residency, or employment with TTUHSC, the Texas Tech University System, or any component institution within the Texas Tech University System. Plaintiff agrees not to accept any offer of employment, to attend medical school, or to participate in a medical residency program from TTUHSC, the Texas Tech University System, or any component institution within the Texas Tech University System.
7. **Dismissal of Lawsuit:** The Parties agree to abate the prosecution of this Lawsuit while settlement approval is pending. Plaintiff agrees, within three (3) business days after necessary government approvals have been obtain, Plaintiff's counsel will file a stipulation of dismissal with prejudice of the Lawsuit, or other similarly comparable document to affect the dismissal with prejudice of all claims asserted by Plaintiff against Defendants.
8. **Approval:** The Parties acknowledge and agree that this Agreement is contingent upon the approval of TTUHSC and the Office of the Texas Attorney General.
9. **Claims Not Previously Conveyed:** Plaintiff represents and warrants that no claim released herein has previously been conveyed, assigned, or in any manner transferred, in whole or in part, to any third party, except for assignment of fees and expenses to her counsel in this Lawsuit.
10. **Severability:** If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected, and shall remain binding upon the Parties.
11. **Merger:** This Agreement contains the entire understanding of the Parties hereto, supersedes any and all prior agreements or understandings, statements, promises, or inducements contrary to the terms of this Agreement, and shall not be amended except by written instrument expressly referring to this Agreement and signed by all of the Parties hereto.
12. **Governing Law:** The substantive laws of the United States and the State of Texas shall govern the validity, construction, performance and enforcement of this Agreement. Venue for any dispute arising under this Agreement shall be in Lubbock County, Texas.
13. **Other Acknowledgements:** Plaintiff hereby represents and certifies that he: (1) has carefully read all of this Agreement; (2) has been given a fair opportunity to discuss and negotiate the terms of this Agreement through his legal counsel; (3) has been given a reasonable time within which to consider this Agreement before executing it; (4) understands the provisions of this Agreement; (5) has received advice from an attorney regarding this Agreement; (6) has determined that it is in his best interest to enter into this Agreement; (7) has not been influenced to sign this Agreement by any statement or representation by Defendants or their legal counsel not contained in this Agreement; and (8) enters into this Agreement knowingly and voluntarily.

14. **Multiple Originals:** This Agreement may be executed in multiple counterparts and via electronic delivery, each of which shall constitute an original.

(Signatures on following page.)

EXECUTED as of the last date of signing below:

Signed by:
George M. Stewart
835E150DD4B2...
George Stewart

Date: 2/14/2025

Lori Rice Spearman
box SIGN 4PZVR9Z7-46X5ZLR2

Date: Feb 18, 2025

Lori Rice Spearman
on behalf of TTUHSC and in her individual capacity

John C. DeToledo, MD
box SIGN 1RXR52X9-46X5ZLR2

Date: Feb 19, 2025

John C. DeToledo

Felix Morales
box SIGN 1929Q823-46X5ZLR2

Date: Feb 18, 2025

Felix Morales

Louis Perez
box SIGN 4KR7KVR5-46X5ZLR2

Date: Feb 19, 2025

Louis Perez

Monica Galindo
box SIGN 17JLVXJV-46X5ZLR2

Date: Feb 19, 2025

Monica Galindo

APPROVED AS TO FORM:

Jonathan F. Mitchell

JONATHAN MITCHELL
Attorney for Plaintiff

JOSEPH D. KEENEY
Attorney for Defendant