

# MOSSER LAW PLLC

LAWYERS

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February 17, 2014

2/21/2014

~~Via email:~~

Alvie & Julia Campbell  
250 Private Road 947  
Tyler, Texas 76574

Resent by CML RRR: 7013 1710 0000 3544 0239

**RE: Cause No. D-1-GN-07-000756; Campbell, et al v. Cavco Industries LLC.**

Dear Mr. & Mrs. Campbell:

Enclosed please find a copy of the settlement agreement that we have been working with Cavco on creating.

This document reflects the agreement that you made with Cavco at the mediation. The language is fairly typical for a settlement agreement. The only provision that we are not entirely happy with is the indemnification agreement, but Cavco is requiring it. We believe that the recovery you have negotiated with Cavco is better than anything you would recover if this matter went to trial given the issues with the warranty, the damages problems, and your non-ownership of the property.

It is unquestionable that the attorney-client relationship between you and us has soured. Because of this, you should seek outside counsel in reviewing this document. We encourage you to retain a third-party attorney to review the settlement with you. Please do so and return it signed, or with an indication of the problems for us to transmit to Cavco, no later than 3:00 pm on ~~Wednesday~~, February 19, 2014.

If you have any questions, please feel free to contact our office.

Thank you for your assistance with this matter.

Respectfully, ~~MOSSER LAW PLLC~~

  
\_\_\_\_\_  
Alexis F. Mosser, Lawyer

Encls: as stated

CAUSE NUMBER D-1-GN07-000756

ALVIE CAMPBELL AND JULIA CAMPBELL,  
PLAINTIFFS,

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IN THE DISTRICT COURT

VS.

353RD JUDICIAL DISTRICT

CAVCO INDUSTRIES, LLC, S.E.B., INC. D/B/A  
CIRCLE B HOMES, SAM P. BATH JR.,  
INDIVIDUALLY, LARRY COUSINS,  
INDIVIDUALLY, 967 LTD. AND COTTONWOOD  
ENTERPRISES INC., ITS GENERAL PARTNER,  
DEFENDANTS.

TRAVIS COUNTY, TEXAS

SETTLEMENT, RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, ALVIE CAMPBELL AND JULIA CAMPBELL, and all of their agents, officers, directors, stockholders, partners, affiliates, representatives, servants, employees, insurers, attorneys, assigns, parent companies, subsidiaries, successors, and predecessors in interest (hereinafter referred to as "Plaintiffs" or "Releasors"), hereby enter into this Settlement, Release of All Claims and Indemnity Agreement ("Release") with CAVCO INDUSTRIES, INC., a Delaware corporation (formerly known as Cavco Industries, LLC) and all of their agents, officers, directors, stockholders, partners, affiliates, representatives, servants, employees, insurers, attorneys, assigns, parent companies, subsidiaries, successors, and predecessors in interest (hereinafter referred to as "Defendant"). Collectively, Plaintiffs and Defendants may be referred to hereinafter as "Parties."

1.

RECITALS

A. Plaintiffs, ALVIE CAMPBELL AND JULIA CAMPBELL, have asserted claims or causes of action against Defendant, alleging breach of warranty, negligence, various acts of

misconduct, and deceptive trade practices. As a result of those allegations, ALVIE CAMPBELL AND JULIA CAMPBELL filed a lawsuit against Defendant.

As a result of the claims, Plaintiffs filed litigation styled *ALVIE CAMPBELL AND JULIA CAMPBELL v. CAVCO INDUSTRIES, LLC et al*, Cause No. D-1-GN07-000756, in the 353<sup>rd</sup> District Court; Travis County, Texas. Hereinafter, this will be referred to as "the Litigation."

B. The Plaintiffs and Defendant desire to enter into this Settlement, Release of All Claims and Indemnity Agreement to provide, among other things, for payment in full settlement and discharge of all claims, demands, actions or causes of action against Defendant which Plaintiffs may now or in the future own or hold, for damages of any kind or character arising out of all common law, statutory, or equitable claims or causes of action for alleged negligence, misconduct, breaches of warranty or contract or deceptive trade practices and/or other damages sustained by Plaintiffs in connection with the Litigation described above, upon the terms and conditions set forth herein.

C. It is fully understood and agreed that for and in consideration of the full discharge of any and all past, present, or future claims against Defendant, arising out of the allegations set forth by Plaintiffs in the Litigation, and in full and complete discharge of any claims that were or could be asserted by Plaintiffs, their heirs, representatives, attorneys, successors and assigns arising out of the alleged claimed damages to Plaintiffs as a result of alleged actions or omissions of Defendant, all of which are expressly denied, Plaintiffs will receive the consideration specified herein. This Settlement, Release of All Claims and Indemnity Agreement applies to all claims against Defendant, whether known or unknown, on the part of all parties to this Settlement, Release of All Claims and Indemnity Agreement, and shall be a full, binding, and

complete Settlement, Release of All Claims and Indemnity Agreement between all Plaintiffs and Defendant.

2.

**RELEASE**

A. In consideration of the payments made, Plaintiffs do hereby completely RELEASE AND FOREVER DISCHARGE Defendant from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, services, expenses and compensation of any nature whatsoever which Plaintiffs have or claim to have, in any manner arising out of the Litigation described above, including but not limited to: claims, actions, causes of action, demands, rights for damages including pain and suffering, mental anguish, property damages, breach of contract, breach of warranty, express or implied, claims pursuant to the Texas Deceptive Trade Practices Act and all of its provisions, expenses, claims for pre-judgment and post-judgment interest, claims for court costs or other expenses of litigation, and claims for any other element of loss, damages or injuries recoverable under law and any other compensation whatsoever which they now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries and the consequences thereof, resulting from the allegations stated in the Litigation. This Release shall be a fully binding and complete Settlement, Release of All Claims and Indemnity Agreement. This Release is entered in order to settle a legal suit or action based upon Plaintiffs' claims arising out of damages allegedly owing from or caused by Defendant all as more fully described in the Litigation.

B. Defendant does hereby completely release and forever discharge Plaintiffs from any and all cross claims, counterclaims, claims, demands, or causes of action, with regard to

reimbursement of expenses of attorney's fees, costs, or other damages that have been, or might have been alleged in prior pleadings in litigation, including any claims for pre-judgment or post-judgment interest or court costs.

C. All parties do hereby further release, discharge, and forever hold harmless 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 of this case. This release runs to the benefit of all parties, plaintiffs, defendants, agents, employees, attorneys, officers, directors, shareholders and partners of any of the parties.

3.

#### UNKNOWN INJURIES

All Parties fully understand they may have suffered losses and/or other damages that are unknown to them at present and that unknown aspects of presently known damages may arise, develop or be discovered in the future. All Parties acknowledge that the consideration received under this Settlement, Release of All Claims and Indemnity Agreement is intended to and does **RELEASE AND FOREVER DISCHARGE** all Parties from any claims for, or consequences arising from such damages, and all Parties hereby waive any rights to assert in the future any claims not now known or suspected even though, if such claims were known, such knowledge would materially affect the terms of this Settlement, Release of All Claims and Indemnity Agreement.

4.

#### WARRANTY OF OWNERSHIP

**PLAINTIFFS** warrant that they are the sole owners of the claims, which have been asserted in the Litigation and that such claims have not been assigned, encumbered or

transferred in any way. PLAINTIFFS hereby warrant and represent that all liens, attorneys' fees or other such item will either be paid in full or negotiated to a lesser amount with each respective lien holder and that such liens will be paid fully and completely released out of the proceeds paid to PLAINTIFFS as a result of this Settlement, Release of All Claims and Indemnity Agreement. PLAINTIFFS specifically agree that they will be responsible for negotiating and/or discharging any and all such liens.

PLAINTIFFS specifically warrants and represents that any amount due, or payable to, any of ALVIE CAMPBELL AND JULIA CAMPBELL'S lien holders with regard to their claims in the Litigation have been paid in full, or will be negotiated to a lesser amount and paid fully and completely out of proceeds received by the PLAINTIFFS, and that all such liens will be fully and completely released as a result of this Settlement, Release of All Claims and Indemnity Agreement.

5.

#### INDEMNITY

For the consideration received herein, Plaintiffs agree to INDEMNIFY AND HOLD HARMLESS Defendant from any claims, demands, actions or causes of action, grievances, including expenses, costs and attorneys' fees incurred in connection with any such matter, by persons claiming interest in any claims or related claims which have been or could have been asserted in the Litigation, including any cross-claims, cross-actions or third-party actions currently pending or hereinafter brought by any person and involving the Incident and the Litigation. This INDEMNITY includes, but is not limited to, claims brought for contribution and/or indemnity by others, including but not limited to, recovery by any person who may seek credit or reimbursement from Defendant or from PLAINTIFFS for damages or expense awarded to PLAINTIFFS from such persons, or any recovery based upon any outstanding lien or subrogation interest against PLAINTIFFS' recovery herein which PLAINTIFFS fail to satisfy with the proceeds of this Settlement, Release of All Claims and Indemnity Agreement. By this Indemnity Agreement, PLAINTIFFS further agree to INDEMNIFY DEFENDANT FOR ANY NEGLIGENT ACTS of Defendant (including their parents, divisions, affiliates, subsidiaries, agents, employees, directors and/or officers, attorneys, insurers, and assigns) arising out of, or related to the Incident and the Litigation. IT IS THE PARTIES' INTENTION THAT THIS PARAGRAPH MEETS THE REQUIREMENTS OF THE EXPRESS NEGLIGENCE RULE APPLICABLE IN THE STATE OF TEXAS.

6.

#### PAYMENT TO PLAINTIFFS

Upon execution, Plaintiffs will receive consideration as noted below, the adequacy and sufficiency of which is acknowledged, and out of which all attorneys' fees and expenses will be

taken out and further out of which all outstanding liens, or other subrogation interests will be resolved.

ALVIE CAMPBELL AND JULIA CAMPBELL shall receive the total sum of ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) from Defendant, the adequacy and sufficiency of which Plaintiffs acknowledge, out of which all attorneys' fees and expenses will be taken.

Plaintiffs' attorneys shall disburse \$1,250.00 of said sum to Mosser Law PLLC, with the remainder, the sum of \$9,750.00, to be disbursed to Alvie and Julia Campbell within seven business days after this agreement has been signed by all parties, and the settlement funds have cleared. After said disbursement Plaintiffs agree that they have been fully compensated, and Plaintiffs' attorneys have fulfilled all duties to Plaintiffs as required by law and by the Plaintiffs.

7.

**COURT COSTS**

Court costs shall be paid by the party incurring same.

8.

**ADEQUATE CONSIDERATION - DENIAL OF LIABILITY**

Plaintiffs hereby acknowledge and agree that the Release set forth above, is an enforceable general Release and Plaintiffs expressly waive and assume the risk of any and all claims for damages which exist as of this date but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement, Release of All Claims and Indemnity Agreement. Plaintiffs further agree they have accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact, regardless

of whether too little or too much may have been paid. Plaintiffs and Defendants assume the risk that the facts or law may be or turn out to be otherwise than they believe. It is expressly understood and agreed by the Plaintiffs and Defendant that this Settlement, Release of All Claims and Indemnity Agreement is a compromise of a disputed claim and shall not be considered an admission by Defendant to any liability or wrongdoing. Defendant expressly denies any liability or wrongdoing.

9.

**FULL SATISFACTION OF ALL DAMAGES**

Plaintiffs hereby stipulate that the payment made to them described above constitutes a full satisfaction of all damages sustained by them from any alleged actions or inactions of any Party in connection with the Incident and the Litigation.

10.

**DISPOSITION OF PENDING LITIGATION**

Concurrently with the execution of this Settlement, Release of All Claims and Indemnity Agreement, counsel for Plaintiffs has delivered to Defendant's counsel Notice of Dismissal with Prejudice of the litigation against Defendant described above. Plaintiffs have authorized their attorney to file said Notice of Dismissal with the Court without further notice and enter it as a matter of record.

11.

**CONFIDENTIALITY**

The Plaintiffs and Defendant acknowledge and agree that the confidentiality of this settlement, according to the terms specified below, represents a bargained-for element of the



consideration. As such, the Plaintiffs and Defendant, on their own behalf and on behalf of their counsel, promise, covenant and agree as follows:

a. The settlement, and any and all matters associated therewith, including the Settlement Amount, shall remain confidential and shall not be communicated for any reason by the Plaintiffs and Defendant or their counsel, or by any of their agents, servants, employees, or attorneys, to any other person, firm or entity including, but not limited to the media (of every type, kind and description), professional publications, jury verdict reports and/or any other third party media or information outlet. Further, said information shall not be communicated to any third party for marketing, client development or other public relations purposes by the Plaintiffs and Defendant or their counsel, and shall be kept wholly confidential other than as set forth in subsection 11.b below.

b. Notwithstanding the foregoing, the Plaintiffs and Defendant may disclose such information concerning the Action and/or settlement:

i. to outside accountants, financial advisors, insurers, tax preparers, or other persons/entities as necessary to accomplish a legitimate business purpose;

ii. as required by law, including in response to any judicial or administrative inquiry, including any court testimony in a pending action; or

c. Pursuant to any inquiry by any third person concerning the outcome of Plaintiffs' claims or the Action, the person questioned may reply only by stating "no comment" or that "the matter resolved."

12.

**NON-DISPARAGEMENT**

The Plaintiffs and Defendant agree that, at all times following the signing of this Agreement, they shall not engage in any disparagement or vilification of the other Party, and shall refrain from making any false, negative, critical or otherwise disparaging statements, implied or expressed, concerning the other. The Plaintiffs and Defendant further agree: (i) to do nothing that would damage the business interests or good will of the other Party; and/or (ii) to take no action which is intended, or would reasonably be expected, to harm the other Party or its reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the other Party. Further, Plaintiffs' agree to remove any and all references to this litigation or to Defendant on their website located at <http://www.ourlemon.com> and any other websites owned or controlled by Plaintiffs, or any posts, publications, or comments made by Plaintiffs. This agreement runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders and partners of the Plaintiffs and Defendant

13.

**ENTIRE AGREEMENT**

This Settlement, Release of All Claims and Indemnity Agreement contains the entire agreement among the Plaintiffs and Defendant with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of all Plaintiffs and Defendant. There are no other understandings or agreements, verbal or otherwise, between the Plaintiffs and Defendant. The terms of this Settlement, Release of All Claims and Indemnity Agreement are contractual and not mere recitals.

14.

**CONTROLLING LAW**

This Settlement, Release of All Claims and Indemnity Agreement shall be construed and interpreted in accordance with the laws of the State of Texas without regard to principles of conflicts of law.

15.

**ADDITIONAL DOCUMENTS**

The Plaintiffs and Defendant agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement, Release of All Claims and Indemnity Agreement.

16.

**REPRESENTATION OF COMPREHENSION OF DOCUMENT**

In entering into this Settlement, Release of All Claims and Indemnity Agreement, Plaintiffs represent they have relied upon the legal advice of their attorneys, the attorneys of their choice, and that the terms of this Settlement, Release of All Claims and Indemnity Agreement have been completely read, interpreted (if necessary) and explained to them by their attorneys and that those terms are fully understood and voluntarily accepted by them. Plaintiffs specifically acknowledge that they have not relied on any legal, financial, tax, or other advice from Defendant or their attorneys in entering this Settlement, Release of All Claims and Indemnity Agreement.

17.

**EFFECTIVENESS**

This Release of All Claims and Indemnity Agreement shall become effective following execution as noted below.

EXECUTED at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
CAVCO INDUSTRIES, LLC,

\_\_\_\_\_  
ALVIE CAMPBELL

By: \_\_\_\_\_  
JAMES P. GLEW, General Counsel

\_\_\_\_\_  
JULIA CAMPBELL

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared ALVIE CAMPBELL, who, being duly sworn upon his oath stated that he is over the age of eighteen (18), that he is of sound mind and fully competent to make this Affidavit and Acknowledgement; that the statements contained in the foregoing Settlement, Release of All Claims and Indemnity Agreement are within his personal knowledge and are true and correct, and that he voluntarily executed the foregoing instrument for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Printed Name  
My commission expires: \_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

BEFORE ME, the undersigned authority, on this day personally appeared JULIA CAMPBELL, who, being duly sworn upon her oath stated that she is over the age of eighteen (18), that she is of sound mind and fully competent to make this Affidavit and Acknowledgement; that the statements contained in the foregoing Settlement, Release of All Claims and Indemnity Agreement are within her personal knowledge and are true and correct, and that she voluntarily executed the foregoing instrument for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Printed Name  
My commission expires: \_\_\_\_\_

# ***MOSSER LAW PLLC***

*LAWYERS*

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17110 DALLAS PARKWAY, SUITE 290 • DALLAS, TEXAS 75248 • 972-733-3223 • FAX: 972-267-5072

MOSSERLAW.COM

March 10, 2014

**Via email, regular mail, and CMRRR:**

Alvie & Julia Campbell  
250 Private Road 947  
Tyler, Texas 76574

**RE: Cause No. D-1-GN-07-000756; *Campbell, et al v. Cavco Industries LLC.***

Dear Mr. & Mrs. Campbell:

The postal records indicate you picked up my letter and the settlement agreement on February 28, 2014. You have not contacted me regarding that agreement, despite my requests that you promptly identify any concerns or provide feedback. You also have stopped taking my phone calls.

You agreed to this settlement. We have received your money, and are currently holding it in trust. Your failure to promptly review and return the settlement agreement with signatures or with comments represents a breach of the mediated settlement agreement between you and Cavco. Please respond to this letter and my phone calls by 9:00 am on Friday, March 14, 2014. If you cannot participate in the settlement process, we will be forced to once again withdraw from this case, and ultimately to return the funds to Cavco.

Please contact me immediately.

Respectfully, *MOSSER LAW PLLC*



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Alexis F. Mosser, *Lawyer*

Encls: as stated