

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§	
	§	
LOGIX COMMUNICATIONS CORPORATION and	§	CASE NO. 02-32105-H5-11 (Chapter 11)
	§	
LOGIX COMMUNICATIONS ENTERPRISES, INC.,	§	CASE NO. 02-32106-H5-11 (Chapter 11)
	§	
DEBTORS.	§	Jointly Administered Under CASE NO. 02-32105-H5-11
	§	

ORDER APPROVING COMPROMISE OF CONTROVERSIES WITH KARLIE MARIE HARTOG

The Court has considered the Debtors' Motion to Compromise Controversies with Karlie Marie Hartog under Bankruptcy Rule 9019 (the "Motion to Compromise"). The proposed compromise meets the requirements for a compromise as outlined in *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414 (1968). Accordingly, it is, therefore,

ORDERED THAT:

1. The Motion to Compromise under Bankruptcy Rule 9019 is **GRANTED**.
2. The Settlement Agreement attached as **Exhibit "A"** is approved.
3. The Debtors are authorized to take all necessary actions to effectuate the compromise.
4. Claim Registry No. 113 is deemed paid in full under the terms of the compromise.

AUS	_____
CAF	_____
CMP	_____
COM	_____
CTR	_____
ECR	_____
GCL	_____
OPC	_____
MMS	_____
SEC	_____
OTH	_____

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DOCUMENT NUMBER-DATE

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DISTRIBUTION CENTER

5. Debtors are directed to pay \$4,650.00 to Karlie Marie Hartog in full satisfaction of all claims pursuant to the Settlement Agreement within ten (10) days of this order becoming final.

Signed this 13th day of Nov., 2002.

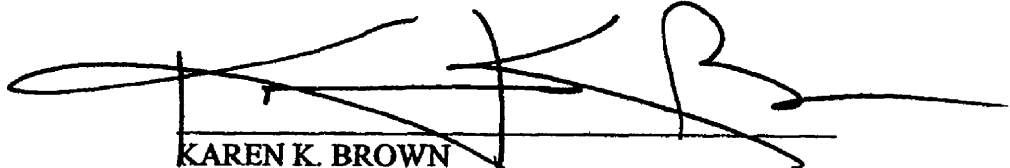

KAREN K. BROWN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT "A" IS ATTACHED TO THIS ORDER.

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21610-10 10/14/2002

RELEASE, COVENANT NOT TO SUE, AND SETTLEMENT AGREEMENT

ARTICLE I.

Preamble

This Release, Covenant Not to Sue, and Settlement Agreement (the "Agreement") is entered into by and between KARLIE HARTOG, together with her heirs, agents, legal representatives, successors, and assigns (hereinafter collectively referred to as "EMPLOYEE") and LOGIX COMMUNICATIONS CORPORATION, a corporation, together with its predecessors, successors, affiliates, subsidiaries, parent companies, and any other related entities (hereafter referred to as "EMPLOYER").

ARTICLE II.

Purpose

The rights and obligations set forth in this document are for the purpose of conclusively resolving and settling all matters of fact and things in controversy between EMPLOYER and EMPLOYEE, including, but not limited to, any claims for relief that were made or could have been made in EMPLOYEE'S Charge of Discrimination, Charge No. 252-A2E, pending with the Oklahoma Human Rights Commission, and jointly filed as Charge No. 31BA200252, with the Equal Employment Opportunity Commission (hereinafter, the "Charge") or any other court or legal forum whatsoever as of the effective date hereof. It is a further and equal purpose of this Agreement to resolve any and all disputes, controversies, or claims, including the claims set forth in EMPLOYEE's Proof of Claim, filed May 22, 2002 in Case Number 02-32105-kkb, United States Bankruptcy Court, Southern District of Texas (the "Bankruptcy Court"), and including claims for any personal injuries and any other claims that exist or may exist in the future between these parties, which arise out of facts or circumstances occurring in whole or in part on or before the effective date of this Agreement, whether facts regarding any such claims are presently known or unknown, and regardless of whether same may be claimed to exist under current or future laws or interpretation of law.

ARTICLE III.

Facts

EMPLOYER and EMPLOYEE stipulate to certain facts that relate to disputed claims and controversies between them as follows:

Section 3.1: On or about April 26, 2002, EMPLOYEE, filed the Charge, alleging violations of Title VII of the Civil Rights Act of 1964, as amended. EMPLOYER denies all material allegations of fact alleged in the Charge.



Section 3.2: The terms of this Agreement are the product of negotiations between the parties hereto, and the parties stipulate that the consideration given to support the obligations of this Agreement is the full consideration agreed to, and that neither has received any other promises, inducements, or concessions in support of the duties imposed.

Section 3.3: By entering into this Agreement, EMPLOYER and EMPLOYEE stipulate and agree that, among other things, they have resolved and settled any and all claims that were or could have been made to date between them in any legal forum, or otherwise arising out of EMPLOYEE's employment or separation from employment with EMPLOYER. The parties further stipulate and agree that entry into this Agreement does not constitute, for any purpose whatsoever, either directly or indirectly, an admission of any violation of law or contract, or any other legal obligation whatsoever.

Section 3.4: This Agreement is entered into by the parties solely to avoid the expenses and uncertainties of litigation, and represents the compromise of disputed and contingent claims.

ARTICLE IV.

Consideration

Section 4.1: The total consideration given by EMPLOYER to EMPLOYEE under this Agreement consists of payment by a single check in the amount of Four Thousand Six Hundred Fifty and No/100 Dollars (\$4,650.00), drawn to the order of Karlie Hartog (the "Settlement Payment"). EMPLOYEE agrees and acknowledges EMPLOYER's obligation and ability to enter into this Agreement and make the Settlement Payment is contingent upon the Bankruptcy Court issuing an Order approving the settlement set forth in this Agreement. EMPLOYER agrees to file a Motion to Approve Settlement upon EMPLOYEE's execution of this Agreement.

Section 4.2: The total consideration given by EMPLOYEE to EMPLOYER in support of this Agreement consists of full performance of each and every of the respective obligations described in this document, all of which are expressly made material.

Section 4.3: All monies paid pursuant to this Agreement are compensation for the personal injuries allegedly suffered by EMPLOYEE. No portion of any monies paid represent reimbursement for lost wages, and as such, EMPLOYER will not withhold payroll taxes or FICA contributions. However, EMPLOYEE is solely responsible for the payment of any taxes that may be due on account of the consideration paid under this Agreement, it being the express intent and purpose of the parties that EMPLOYER shall not pay any more than the amount set forth in this Article IV to EMPLOYEE, or on account of settling matters under this Agreement or making any payments to EMPLOYEE. EMPLOYEE shall fully indemnify EMPLOYER for all reasonable costs and expenses incurred by EMPLOYER in the event of any tax fines, penalties, assessments, or other payments it may be required to pay on account of the consideration paid to EMPLOYEE under this Agreement.

ARTICLE V.

Release and Covenants Not to Sue

Section 5.1: For and in consideration of the required acts and promises set forth in the text of this Agreement, EMPLOYEE hereby releases and discharges EMPLOYER, and its predecessors, successors, affiliates, subsidiaries, assigns, agents, officers, directors, shareholders, employees, attorneys, insurers, and related entities, from any and all claims, demands, causes of action, complaints or charges, known or unknown, of any kind or character, in tort, in contract, or under any other law or statute whatsoever, which EMPLOYEE has or might have as a result of, or in any way connected with EMPLOYEE's employment with EMPLOYER or EMPLOYEE's separation from that employment, including claims for all forms of retaliatory or wrongful discharge, constructive discharge, discharge in violation of public policy, employment discrimination (including but not limited to claims under Title VII of the Civil Right Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act, and the Americans with Disabilities Act), invasion of privacy, intentional or negligent infliction of emotional distress, false imprisonment, defamation, negligence, gross negligence, breach of contract, tortious interference with contract or business relationship, misrepresentation, deceptive trade practices, fraud, wage or benefit-related claims (including, without limitation, claims for adjusted compensation, commissions, bonuses, severance, vacation, overtime pay or violations of the Fair Labor Standards Act), and any other employment-related claims, or for any personal injuries, however characterized, or by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Agreement. All such claims, if any, are hereby compromised, settled, and extinguished in their entirety.

Section 5.2: As a condition of making this Agreement effective, EMPLOYEE shall, as quickly as practicable, obtain prejudicial dismissal of the Charge, with the parties bearing their respective costs and expenses, including attorney's fees. EMPLOYEE agrees not to file or otherwise institute any claim released under this Agreement in any court or other legal forum whatsoever, nor shall any other court actions or other legal proceedings of any type be filed that are connected in any fashion to the employment of EMPLOYEE with EMPLOYER, or EMPLOYEE's separation from that employment, or for any personal injuries sustained in the course of such employment, or by virtue of or related to any other facts, acts, or events occurring in whole or in part on or before the effective date of this Agreement.

Section 5.3: In addition, but not as a limitation, EMPLOYEE specifically agrees: (A) that any claims EMPLOYEE has or might have pertaining to EMPLOYER's employment practices arising under any municipal, state, or federal law are completely settled; and (B) that EMPLOYEE will withdraw any pending complaints, charges, claims, or causes of action that may have been filed against EMPLOYER with any municipal, state, or federal government agency or court.

Section 5.4: EMPLOYEE and her agents, including her attorneys, agree not to communicate the terms, conditions, or contents of this Agreement to any person or entity in any manner, whether directly or indirectly, without express written consent from EMPLOYER authorizing the particular disclosure requested, except that EMPLOYEE may communicate the terms of this Agreement to her immediate family and her financial or legal counsel, all of whom shall be advised by EMPLOYEE before such disclosure that the terms of the Agreement shall not be disclosed by them to any person, unless required by law. Any unauthorized disclosure by such persons shall be deemed a breach of this Agreement by EMPLOYEE. This provision shall not, however, prohibit EMPLOYEE from disclosing the terms and conditions of this Agreement if

required to do so by court order, provided that any court-ordered disclosure shall only be made to the extent ordered, and only after notice has been given in writing by EMPLOYEE to EMPLOYER in order to allow EMPLOYER reasonable and sufficient time to obtain an appropriate protective order preventing or restricting such disclosure. EMPLOYEE, however, may disclose that her claims against EMPLOYER have been resolved by agreement of the parties.

Section 5.5: EMPLOYEE expressly waives and disclaims any right to reinstatement or reemployment with EMPLOYER, and agrees never to seek employment with EMPLOYER at any time in the future unless requested to do so by EMPLOYER.

Section 5.6: EMPLOYEE shall be liable to EMPLOYER for any attorneys' fees, expert witness fees, and costs of court incurred by EMPLOYER, in the event that EMPLOYEE files suit or brings any other legal proceedings against EMPLOYER on any claim that is released hereunder.

ARTICLE VI.

Enforcement of Covenants

The parties agree that violation of any obligation imposed by this Agreement shall cause irreparable damage, and, if so, that the injured party shall be entitled to obtain an injunction or decree of specific performance from any court of competent jurisdiction restraining the other from such violation, and directing performance according to the terms of this Agreement. Such remedies shall be cumulative and non-exclusive of any other remedies either party may have, including, but not limited to, the recovery of actual damages. The parties further agree that the injured party will be entitled to indemnification in full for all reasonable costs and expenses, including attorneys' fees, which may be incurred by any such party as a result of the breach of any term, condition, or covenant of this Agreement by the other.

ARTICLE VII.

Miscellaneous

Section 7.1: This document contains the entire agreement between the parties hereto, and supersedes any and all prior agreements or understandings, written or oral, as to the matters covered. No modifications or amendments to any of the terms, conditions, or provisions hereof may be enforced unless evidenced by a subsequent written agreement executed by all parties hereto.

Section 7.2: If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, any such provision(s) shall be fully severable. In that event, the remainder of this Agreement shall thereafter be construed and enforced as if such illegal, invalid, or unenforceable provision(s) had never comprised a part hereof. In such case, the remaining provision(s) of this Agreement shall continue in full force and effect and shall not be affected by any such illegal, invalid, or unenforceable provision(s) or by severance herefrom.


Section 7.3: The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party, nor shall any

waiver operate or be construed as a rescission of this Agreement. No breach of this Agreement shall permit the non-breaching party to repudiate this Agreement or refuse or fail to perform any obligation required hereunder.

Section 7.4: This Agreement is executed in multiple originals, any of which may be used as evidence hereof.


Section 7.5: This Agreement is dated as of the date first written and is effective as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Release, Covenant Not to Sue, and Settlement Agreement on the dates set forth in the acknowledgments shown below.



KARLIE HARTOG

LOGIX COMMUNICATIONS CORPORATION

By: 

Its: President

STATE OF Okla. §
 §
COUNTY OF Tulsa §

Before me, the undersigned notary public, on this date personally appeared KARLIE HARTOG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she has executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 10 day of September

2002.

P. Denise Burns
Notary Public in and for
the State of Oklahoma

My Commission Expires:
22 Sep. 2004

P. DENISE BURNS
Notary Public, State of Oklahoma
Oklahoma County
My Commission Expires Sept. 22, 2004

STATE OF OKLAHOMA §
 §
COUNTY OF _____ §

Before me, the undersigned notary public, on this date personally appeared _____, _____ of Logix Communications Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she is authorized to execute this agreement on behalf of Logix Communications Corporation, and has executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2002.

Notary Public in and for
the State of _____
My Commission Expires:

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SAT-41917 0541-4 PDF 02-32105
Southern District of Texas
4
United States Bankruptcy Court
PO Box 61288
Houston, TX 77208

020239 20239 1 AB 0.301 32399 0 3 3829-1-20445



Florida Public Svc Commission
Attn Fiscal Services
2540 Shumard Oak Blvd
Tallahassee, FL 32399-7019