

**RELEASE OF ALL CLAIMS  
AND INDEMNITY AGREEMENT**

**RECITALS:**

**WHEREAS**, Plaintiff/Appellee Rodney Hurdsmen (“Hurdsmen”) was incarcerated in the Williamson County Jail (“WCJ”) from April 28, 2015–July 7, 2017, and Hurdsmen claimed that Williamson County Texas (the “County”), its officials, and current and former employees, including Kathleen Pokluda, Mike Gleason, Jeffrey Williams, Michael Brumleve, Brien Casey, Jimmy Mobley, Mario Barcnas, Aric Herrera, Julian Villarreal, Bruce Voisine, Doug Wheless, Ronald Barnett, Shamona Harris, Adrian Nira, Jeremy Davis, and Wesley Champion (collectively, the “County Defendants”), violated Hurdsmen’s constitutional rights and committed other wrongs during his incarceration; and

**WHEREAS**, the undersigned, Rodney Hurdsmen, thereafter filed a lawsuit in the United States District Court for the Western District of Texas, Austin Division, Civil Action No. 1:17-cv-00290-RP-AWA, styled *Rodney A. Hurdsmen v. Williamson County Sheriff Deputies, et al.* (the “Lawsuit”). Hurdsmen filed this Lawsuit seeking recovery for alleged damages, injuries, and expenses allegedly incurred during his incarceration at-issue; and

**WHEREAS**, the County Defendants/Appellants thereafter appealed to the United States Court of Appeals, 5th Judicial Circuit, No. 20-50102 based on the Individual Defendants claims of qualified immunity (the “Appeal”); and

**WHEREAS**, Hurdsmen’s Lawsuit and the County Defendants’ Appeal are hereafter collectively referred to as the “Litigation.”

**WHEREAS**, in exchange for consideration described below, Hurdsmen has agreed to release and dismiss all claims against the County, its former and current elected officials, and its current and former employees, including Kathleen Pokluda, Mike Gleason, Jeffrey Williams, Michael Brumleve, Brien Casey, Jimmy Mobley, Mario Barcnas, Aric Herrera, Julian Villarreal, Bruce Voisine, Doug Wheless, Ronald Barnett, Shamona Harris, Adrian Nira, Jeremy Davis, and Wesley Champion; and

**WHEREAS**, the County Defendants deny Hurdsmen’s allegations, deny contributing to the alleged damages, injuries and expenses of Hurdsmen, deny liability, and deny that they are in any way responsible for Hurdsmen’s alleged damages, if any, but the County has offered to pay to Hurdsmen, solely by way of compromise and settlement, and Hurdsmen has agreed to accept, solely by way of compromise and settlement, the total sum of **EIGHTY-THREE THOUSAND AND FIVE HUNDRED Dollars & 00/100 (\$83,500.00)** (“Settlement Amount”), said sum to be full settlement of all claims asserted or that could be asserted in the Litigation against the County and County Defendants, whether such claims have in fact been asserted; and

**WHEREAS**, after discussion with his attorneys, Hurdsmen enters into this Release of All Claims and Indemnity Agreement (“Agreement”) voluntarily.

**RELEASE:**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That I, Rodney A. Hurdsmann, on behalf of myself and my heirs, assigns, administrators, executors, legal representatives, beneficiaries and estates, and assigns, and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **EIGHTY-THREE THOUSAND AND FIVE HUNDRED Dollars & 00/100 (\$83,500.00)**, do hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, any and all of its past, current, and future employees, agents, elected officials, officers, and any other representatives, the County Defendants, insurers, indemnitors, the Texas Association of Counties, attorneys, the law firm of GERMER PLLC, all persons and entities in privity with the foregoing, and any other person or entity, though not named herein, who may be legally liable to me, or against whom claims could have been asserted by me, as a result of the above-described incarceration in the WCJ (hereinafter, collectively the "Released Parties"); from any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action of any type, kind and character, statutory, equitable or at common law, arising directly or indirectly from or by reason of the above-described incident, including, but not limited to, any claims of negligence, gross negligence, excessive force, false arrest, false imprisonment, failure to provide proper medical care, corporal punishment, violations of the First Amendment, discrimination, retaliation, constitutional tort, wrongful death, survival action, any other tort or intentional tort, and any other claim arising under the United States and Texas Constitutions, and any other constitution, statute, or common law, including but not limited to any claims under the Texas Tort Claims Act, and any claims made actionable by 42 U.S.C. § 1983.

I intend this Release to be as broad and comprehensive as possible and to encompass any claims that I presently have or may acquire or discover in the future. Without limitation, I further acknowledge that this Release encompasses all claims for any type, kind, and character of damages or injuries, whether now or hereafter recognized by law, including, but not limited to, incidental and consequential damages, punitive damages, penalties, fines, attorneys' fees, pre-judgment interest, financial and pecuniary damages such as medical expenses, property damage, lost wages, loss of earning capacity, loss of income, loss of inheritance, medical expenses, burial or funeral expenses, and loss of profits; intangible damages, pain and suffering, mental anguish, bystander mental anguish, distress, embarrassment, humiliation, inconvenience, disfigurement, physical impairment, reputational injuries, and loss of society, services, felicity, support, advice, counsel, love, help, solace, affection, guidance, counseling, household help, companionship and protection, comfort, inheritance, enjoyment of life, familial relationship and consortium.

It is my intention that the consideration stated herein shall be the full compensation for me for all injuries and damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the above-described incarceration in the WCJ giving rise to the Litigation. It is my intention and I understand that, by this Release, I am not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the above-described incarceration in the WCJ giving rise to the Litigation. In consideration herein, I agree to make no further claim against any of the Released Parties for any damages or injuries directly or indirectly sustained as a result of the above-described incarceration in the WCJ giving rise to the Litigation.

**I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS OR INDEMNITORS, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF THE ABOVE-DESCRIBED INCARCERATION IN THE WCJ MADE THE BASIS OF THE LITIGATION.**

In entering into this compromise and Agreement, I acknowledge that I relied fully upon my own knowledge and information as to the extent and duration of the alleged injuries and damages received, and that I have not been influenced by any representations made by or on behalf of the Released Parties. I acknowledge that it is possible that I may subsequently discover, develop, or sustain damages or injuries of which I am not aware at this time, or which are not foreseeable or in existence at this time, and I acknowledge that this Release and Agreement are intended to extend to and cover such future damages or injuries which I may incur, develop, sustain, or discover. I further represent that my attorneys have explained the terms and effects of this Release and Agreement to me, and that understanding such terms, I desire to accept same and enter into this Release and Agreement.

Only the consideration stated herein has been paid or agreed to be paid for this Release and Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims against the Released Parties which I may have by virtue of the injuries and damages described.

The Releases provided for in this Agreement shall become effective upon, and not until, receipt of the Settlement Amount at the address described below.

**SETTLEMENT AMOUNT**

The Settlement Amount is made payable as follows:

- \$83,500.00, made payable in the form of a check to Rodney A. Hurdsmann and delivered to the following address:

Rodney Hurdsmann  
c/o Anthony Arguijo  
Scott Douglass & McConico, LLP  
303 Colorado Street, Suite 2400  
Austin, Texas 78739.

The County will pay the Settlement Amount to Hurdsmann as described above within seven (7) business days after: (1) it receives this fully executed Agreement; (2) it receives any necessary W-9s for Hurdsmann and/or his attorneys; (3) Hurdsmann's counsel and the County's counsel have agreed on the necessary documentation to be filed with the Courts in order to dismiss the Lawsuit and the Appeal; and (4) completion of the Special Provisions described below.

### **SPECIAL PROVISIONS**

This Agreement is contingent upon obtaining the Williamson County Commissioners' Court approval to the terms stated herein.

This Agreement is contingent upon Hurdsmen's attorneys confirming that they have searched for all possible liens against Hurdsmen, including any victim restitution, and any such liens have been fully satisfied.

### **MEDICARE LIEN AND INDEMNIFICATION:**

As to any future Medicare liens arising from the above-described incarceration in the WCJ, I, Rodney A. Hurdsmen, expressly represent that any Special Needs Trust or Medicare Set Aside (MSA) will be funded solely by me out of the proceeds of this settlement, and agree to be solely responsible for any future medical expenses related to my claims. Released Parties and their insurers have offered to set aside a portion of this settlement to cover future claim-related medical expenses, but I expressly reject any such retention of funds by the Released Parties. I acknowledge that as a consequence of this settlement, Medicare may refuse to pay for future claim-related medical expenses.

I assume full and complete responsibility for ensuring compliance with the Medicare Secondary Payer Statute and all other related Medicare laws and regulations, except for the duty of a Responsible Reporting Entity to report under 42 U.S.C. section 1395y(b)(8). I agree to defend, indemnify and hold harmless Released Parties from and against any existing or subsequently discovered claims by any Medicare entity arising out of past or future medical expenses related to this claim, including penalties, interest, and attorneys' fees. I further agree to indemnify and hold harmless Released Parties from any cause of action against them related to my claims for Social Security benefits or any other form of government benefits, including penalties, interest and attorneys' fees. I also expressly release any future claims against Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

### **ASSIGNMENT OF CLAIMS:**

In order to fully effectuate the terms and intent of this Release, I, Rodney A. Hurdsmen, hereby **ASSIGN, TRANSFER** and **CONVEY** unto the Released Parties any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action arising directly or indirectly out of the above-described incarceration in the WCJ giving rise to the Litigation, whether known or unknown, against the Released Parties, and whether now existing or hereafter arising, acquired or discovered. I further agree to execute and deliver any and all additional documents which may be required to effectuate the terms of this Release and assignment.

I represent that I have not assigned, transferred, or pledged to any person or entity an interest in the claims made the subject of this Release and Agreement, other than any interest my attorneys may have.

### **DISMISSAL OF LITIGATION**

I, Rodney A. Hurdsmann, hereby agree to the dismissal of the Appeal and instruct my attorneys to sign whatever documentation is necessary to facilitate the dismissal of the Appeal within seven (7) business days of my attorney's receipt of the Settlement Amount as described above. I, Rodney A. Hurdsmann, further agree to dismiss the Lawsuit within seven (7) business days of my attorney's receipt of the Settlement Amount as described above.

### **INDEMNIFICATION:**

I, RODNEY A. HURDSMAN, FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD AND SAVE HARMLESS (AT MY SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUBROGATION INTERESTS, OR LIENS (INCLUDING VICTIM RESTITUTIONS) BROUGHT ON BEHALF OF ANY HEALTHCARE OR MEDICAL PROVIDER, HEALTH INSURER, WORKERS COMPENSATION CARRIER, EMPLOYEE BENEFIT PLAN, STATE OF TEXAS, ERISA PLAN, MEDICARE, MEDICAID, SOCIAL SECURITY, OR ANY OTHER PERSON, GOVERNMENT ENTITY, OR PRIVATE ENTITY FOR MONEY OR DAMAGES ALLEGEDLY OWED BY ME.

AS PART OF THE CONSIDERATION FOR THE PAYMENT OF THE SETTLEMENT AMOUNT, I, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, HAVE AGREED TO AND HEREBY DO INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER WHICH HAVE BEEN OR WHICH HEREFTER MAY BE ASSERTED BY ANY PERSON, FIRM OR CORPORATION WHOMSOEVER CLAIMING BY, THROUGH, OR UNDER ME FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY ME IN THE ABOVE-DESCRIBED LITIGATION.

NO RELEASING PARTY IS PROVIDING INDEMNITY AS TO ANOTHER RELEASING PARTY.

### **ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:**

The recitals mentioned herein are contractual and are not mere recitals. This Agreement shall not be offered, exhibited, tendered or admitted for any purpose or matter of proof in any lawsuit, administrative or other proceeding now pending or subsequently filed against the Released Parties, except that the Released Parties may plead and introduce any or all of this Agreement as a bar and discharge or to enforce the Agreement. Nor shall this Agreement or any part hereof be construed or used as an admission of liability on the part of the Released Parties. It is acknowledged that the Released Parties vigorously dispute liability in this case, and this Agreement is being made without prejudice to any of the rights of the parties.

### **CONTROLLING LAW:**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This Agreement is performable in Williamson County, Texas.

**COPIES MAY BE USED AS ORIGINALS:**

The Parties agree that upon full and complete execution of this Agreement, photocopies of the executed Agreement may be used as originals.

**[SIGNATURE PAGE FOLLOWS]**

SIGNED this 26<sup>TH</sup> day of August, 2020.

Rodney A. Hurdsmann  
RODNEY A. HURDSMAN

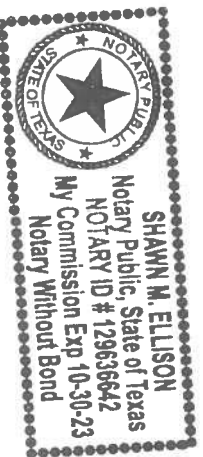
THE STATE OF TEXAS

COUNTY OF JOHNS

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared **Rodney A. Hurdsmann** known to me to be the person whose name is subscribed to the foregoing Release and Indemnity Agreement and acknowledged to me that he executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this  
26 day of August, 2020.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 10-30-2023