

**RELEASE OF ALL CLAIMS  
AND INDEMNITY AGREEMENT**

**RECTALS:**

**WHEREAS**, on or about April 18, 2018, Daniel Lee Charles McCoy died five (5) days after being taken to a local hospital from the Williamson County Jail, and Plaintiffs (defined below) alleged that Williamson County Texas, its officials, and employees, including Bradley R. Brown, Adrian D. Nira, Carlos A. Paniagua, and Ty R. Roggenkamp violated Daniel Lee Charles McCoy's constitutional rights and committed other wrongs;

**WHEREAS**, the undersigned Amanda McCoy, individually and as Dependent administrator of, and on behalf of, the Estate of Daniel Lee Charles McCoy and Daniel Lee Charles McCoy's heirs-at-law, (collectively, "Plaintiffs"), thereafter filed a Lawsuit in the United States District Court for the Western District of Texas, Austin Division, Civil Action No. 1:19-CV-1163-LY, styled *Amanda McCoy, individually and as Dependent administrator of, and on behalf of, the Estate of Daniel Lee Charles McCoy and Daniel Lee Charles McCoy's heirs-at-law v. Williamson County, Texas; Bradley R. Brown; Adrian D. Nira; Carlos A. Paniagua and Ty R. Roggenkamp* ("Lawsuit"). Plaintiffs filed this Lawsuit seeking recovery for alleged damages, injuries, and expenses incurred by reason of the above-described incident;

**WHEREAS**, the Plaintiffs have obtained Letters of Administration certifying Amanda McCoy as the Dependent Administrator of the estate of Daniel Lee Charles McCoy;

**WHEREAS**, the Plaintiffs have obtained a court judgment and order identifying the heirs of Daniel Lee Charles McCoy as: (1) Amanda McCoy; (2) Amy Ingram; (3) Stacy Dodd; (4) Chris Dodd; (5) Tiffany McCoy; (6) Lucas Jeffery Waldie; (7) Seth Phillip Waldie; and (8) Cheyenne Sunset Waldie (such eight people are collectively referred to as the "Heirs") (Plaintiffs and all Heirs are collectively referred to as the "Estate");

**WHEREAS**, the undersigned Plaintiffs, including the Estate, have agreed to release and dismiss all claims against Williamson County, its officials, and employees, including Bradley R. Brown, Adrian D. Nira, Carlos A. Paniagua, and Ty R. Roggenkamp (collectively "County Defendants"), with prejudice, such release and dismissal referenced more particularly below;

**WHEREAS**, the County Defendants deny the Estate's allegations, deny contributing to the death of Daniel Lee Charles McCoy, deny liability, and deny that they are in any way responsible for the Estate's alleged damages, if any, but have offered to pay unto the Estate, solely by way of compromise and settlement, and the Estate has agreed to accept, solely by way of compromise and settlement, upfront cash and future periodic payments with the combined present value total sum of **One Million Six Hundred Thousand Dollars & 00/100 (\$1,600,000.00)** ("Settlement Amount"), said sum to be apportioned by and between the Heirs as indicated in this Release of All Claims and Indemnity Agreement ("Agreement") as full settlement of all claims asserted or that could be asserted in the Lawsuit, whether such claims have in fact been asserted, by the Estate against any County Defendants, Williamson County, or

Williamson County officials or employees arising out of the above-referenced incident; and

**WHEREAS**, after having the opportunity to discuss with her attorneys, Amanda McCoy, individually and as dependent administrator of, and on behalf of, the Estate of Daniel Lee Charles McCoy and the Heirs, enters into this Agreement voluntarily.

**RELEASE:**

**NOW, THEREFORE:** We, members of the Estate—(1) Amanda McCoy; (2) Amy Ingram; (3) Stacy Dodd; (4) Chris Dodd; (5) Tiffany McCoy; (6) Lucas Jeffery Waldie; (7) Seth Phillip Waldie; and (8) Cheyenne Sunset Waldie—and on behalf of ourselves and our heirs, assigns, administrators, executors, legal representatives, and beneficiaries and estates (and in all capacities Amanda McCoy has filed the Lawsuit against the below-defined Released Parties), and all persons claiming by, through or under each of us, for good and valuable consideration, including upfront cash and future periodic payments (the funding of such periodic payments as outlined in the Addendum) with the combined present value total sum of **One Million Six Hundred Thousand Dollars & 00/100 (\$1,600,000.00)**, said sum to be apportioned by and between the Heirs as indicated in this Agreement, the terms of which are hereby acknowledged, 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, insurers, indemnitors, the Travelers Indemnity Company, attorneys, the law firm of GERMER PLLC, the law firm of D. RANDALL MONTGOMERY & ASSOCIATES 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 us, or against whom claims could have been asserted by us, as a result of the above-described incident (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, 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, and which were or could have been asserted in the Lawsuit by, through, or under the Heirs.

We intend this Release to be as broad and comprehensive as possible and to encompass any claims that we presently have or may acquire or discover in the future arising out of the incident giving rise to the Lawsuit. Without limitation, we 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 the intention of the Parties to this Agreement that the consideration stated herein fully and completely compensates all members of the Estate for all their injuries and damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the incident giving rise to the Lawsuit. It is our intention, and we understand that, by this Agreement, we are not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the incident giving rise to the Lawsuit. In exchange for payment of the Settlement Amount described herein, we 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 incident giving rise to the Lawsuit.

**WE UNDERSTAND THAT WE WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS OR INDEMNITORS, TRAVELERS INDEMNITY COMPANY, OR THE RELEASED PARTIES AS A RESULT OF THE INCIDENT MADE THE BASIS OF THE LAWSUIT, AFTER PAYMENT OF THE SETTLEMENT AMOUNT DESCRIBED HEREIN.**

In entering into this compromise, we acknowledge that we relied fully upon our own knowledge and information as to the extent and duration of the alleged injuries and damages received, and that we have not been influenced by any representations made by or on behalf of the Released Parties. We acknowledge that it is possible that we may subsequently discover, develop, or sustain damages or injuries of which we are not aware at this time, or which are not foreseeable or in existence at this time, and we acknowledge that this Agreement is intended to extend to and cover such future damages or injuries which we may incur, develop, sustain, or discover. Each Heir further represents that he or she has had the opportunity for his or her attorneys (if any) to explain the terms and effects of this Agreement to him or her, and that understanding such terms, the Estate desires to accept same and enter into this Agreement.

Only the consideration stated herein has been agreed to be paid for this 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 we may have by virtue of the injuries and damages described arising out of the incident giving rise to the Lawsuit.

#### **SETTLEMENT AMOUNT**

The Settlement Amount is apportioned \$800,000.00 for claims for wrongful death damages, and \$800,000.00 for claims for survival damages, related to the death of Daniel Lee Charles McCoy, and Travelers Indemnity Company, on behalf of Williamson County and the County Defendants, shall pay the Settlement Amount as follows:

- \$454,761.74 to Amanda McCoy, individually, for her wrongful death damages;
- \$227,380.87 to Amanda McCoy, individually, for her portion of survival claim

damages;

- \$32,482.98 to Amy Ingram, individually, for her portion of survival claim damages;
- \$32,482.98 to Stacy Dodd, individually, for her portion of survival claim damages;
- \$32,482.98 to Chris Dodd, individually, for his portion of survival claim damages;
- \$32,482.98 to Tiffany McCoy, individually, for her portion of survival claim damages;
- \$32,482.98 to Lucas Jeffery Waldie, individually, for his portion of survival claim damages, to be paid into the registry of the court in the Lawsuit, and to be released to Lucas Jeffery Waldie on November 1, 2022 (at which point he will be 19 years of age);
- \$690,476.52 to Law Offices of Dean Malone, P.C., for attorneys' fees and expenses; and
- \$64,965.97 to be used for the funding of periodic payments as outlined in the attached Addendum.

Travelers Indemnity Company ("Insurer"), on behalf of Williamson County and the County Defendants, will fund the settlement within fourteen (14) days after: (1) the attorneys for the County Defendants receive a copy of this fully-executed Agreement; (2) the court in the Lawsuit has signed an order approving this settlement and dismissing the Lawsuit; and (3) completion of the Special Provisions described below.

### **SPECIAL PROVISIONS**

This Agreement is contingent upon obtaining the Williamson County Commissioners' Court approval. Such approval shall be sought by County Defendants' attorneys at the next available meeting of the Williamson County Commissioner's Court after County Defendants' receipt of a fully-executed copy of this Agreement.

This Agreement is contingent upon the Parties obtaining approval of the settlement by the Court in the Lawsuit.

This Agreement is contingent on Amanda McCoy confirming, through her attorney(s), that she, through her attorney(s), has searched for all liens against Daniel Lee Charles McCoy and/or his estate, and which would be valid against all or a portion of the Settlement Amount to be paid pursuant to this Agreement, and any such liens have been fully satisfied.

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

As to any future Medicare liens, we, the Estate, expressly represent that any Special Needs Trust or Medicare Set Aside (MSA) will be funded solely by us out of the proceeds of this settlement, and agree to be solely responsible for any future medical expenses related to our claims. Released Parties and their insurers have offered to set aside a portion of this settlement to cover future claim-related medical expenses, but we expressly rejected any such retention of funds by the Released Parties. We acknowledge that as a consequence of this settlement, Medicare may refuse to pay for future claim-related medical expenses.

We, the Estate, 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). Each Heir agrees 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, for treatment received by that Heir related to the incident referenced above, including penalties, interest, and attorneys' fees. Each Heir further agrees to indemnify and hold harmless Released Parties from any cause of action against them related to that Heir's claims for Social Security benefits or any other form of government benefits, including penalties, interest, and attorneys' fees. Each Heir also expressly releases any future claims against Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

### **INDEMNITY:**

**EACH HEIR RESPECTIVELY HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD AND SAVE HARMLESS (AT THAT HEIR'S SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUBROGATION INTERESTS, AND LIENS 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 THAT HEIR FOR MEDICAL CARE RECEIVED BY THE THAT HEIR ON ACCOUNT OF THE ABOVE-REFERENCED INCIDENT.**

**AS PART OF THE CONSIDERATION FOR PAYMENT OF THE SETTLEMENT AMOUNT, EACH HEIR HAS AGREED TO AND HEREBY DOES 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 HEREFTER MAY BE ASSERTED BY ANY PERSON, FIRM OR CORPORATION WHOMSOEVER CLAIMING BY, THROUGH, OR UNDER THAT HEIR FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY THAT HEIR AS A RESULT OF INCIDENTS DESCRIBED IN THE LAWSUIT.**

**ADDITIONALLY, EACH HEIR AGREES TO INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ANY CLAIM FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY AGAINST THAT HEIR RELATING TO PAYMENTS MADE TO THAT HEIR UNDER THIS AGREEMENT FOR WHICH THAT HEIR IS LEGALLY OBLIGATED TO PAY, AS WELL AS ANY COSTS OR**

**ATTORNEYS' FEES INCURRED IN BRINGING THE LAWSUIT. THE HEIRS ARE NOT AGREEING TO INDEMNIFY OR HOLD HARMLESS THE RELEASED PARTIES FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY RELATED TO PAYMENTS MADE UNDER THIS AGREEMENT WHICH THE RELEASED PARTIES ARE LEGALLY OBLIGATED TO PAY.**

**WE UNDERSTAND NO RELEASING PARTY IS PROVIDING INDEMNITY AS TO ANOTHER RELEASING PARTY FOR ANY MATTER RELATED TO THE ABOVE-REFERENCED INCIDENT, AND THAT NO RELEASING PARTY IS ASSERTING CLAIMS AGAINST ANY OTHER RELEASING PARTY FOR CONTRIBUTION, INDEMNITY, OR ANY OTHER RELIEF WHATSOEVER, RELATED TO THE INCIDENT GIVING RISE TO THE LAWSUIT.**

**ASSIGNMENT OF CLAIMS:**

We, the Estate, in order to fully effectuate the terms and intent of this Agreement, 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 incident made the subject of this suit, whether known or unknown, against the Released Parties, arising before execution of this Agreement, and which are not released by this Agreement. We, the Estate, do not release, compromise, settle, assign, transfer, and/or convey any claims, demands, rights, and/or causes of action arising from breach of this Agreement or failure to pay the Settlement Amount has described in this Agreement. We, the Estate, further agree to execute and deliver any and all additional documents which may be required to effectuate the terms of this Agreement.

We, the Estate, represent that we have not assigned, transferred, or pledged to any person or entity an interest in the claims made the subject of this Agreement, other than any interest our attorneys may have.

**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 or administrative or other proceeding now pending or subsequently filed against any of 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, and/or except as reasonably required in any lawsuit to enforce all or a portion of this Agreement and/or payment of all or a portion of the Settlement Amount. 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.

**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 PAGES FOLLOW]**

SIGNED this 20 day of MARCH, 2021.

  
AMANDA MCCOY, Individually

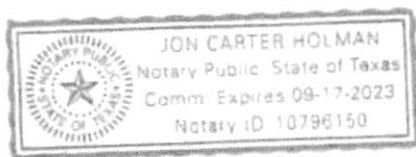
THE STATE OF TEXAS

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COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day personally appeared **Amanda McCoy**, known to me to be the person whose name is subscribed to the foregoing Release of All Claims and Indemnity Agreement and acknowledged to me that she 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  
20 day of MARCH, 2021.

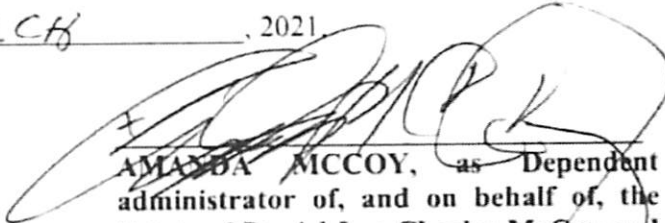


  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 9-17-2023



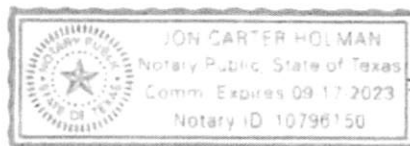
SIGNED this 20 day of MARCH, 2021.

  
AMANDA MCCOY, as Dependent  
administrator of, and on behalf of, the  
Estate of Daniel Lee Charles McCoy and  
Daniel Lee Charles McCoy's heirs-at-law

THE STATE OF TEXAS §  
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Amanda McCoy**, known to me to be the person whose name is subscribed to the foregoing Release and Indemnity Agreement and acknowledged to me that she 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  
20 day of MARCH, 2021.



  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 9-17-2023

## **ADDENDUM TO THE RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT**

### **Periodic Payments**

Insurer agrees to provide Periodic Payments made according to the following schedule (the "Periodic Payments") to the individual(s) designated below and, in the case of any payment to be made following the death of any such individual, to such individual's Contingent Beneficiary, as designated below (each individual designated below and each such Contingent Beneficiary being hereinafter referred to as a "Payee"):

To be paid to Seth Phillip Waldie:  
\$2,904.15 semi-annually, guaranteed for 4 years, beginning on  
July 1, 2025, with the last payment on January 1, 2029;  
\$10,835.40 guaranteed payable on March 14, 2025.

To be paid to Cheyenne Sunset Waldie:  
\$3,050.77 semi-annually, guaranteed for 4 years, beginning on  
January 1, 2027, with the last payment on July 1, 2030;  
\$11,367.07 guaranteed payable on November 14, 2026.

Periodic Payments to a Payee may be delayed if (i) such Payee fails to provide the Annuity Issuer with current address or banking information, as required below, or (ii) if a Payee dies and the Annuity Issuer does not receive appropriate written direction from the contingent beneficiary (including, if the contingent beneficiary is the estate of the deceased Payee, letters of appointment or equivalent proof of the authority of the executor, personal representative or administrator of the estate).

All payments provided for herein constitute damages on account of personal physical injuries and/or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. Except for the Periodic Payments, all amounts specified above shall be due and payable not later than ten (10) business days after the effective date of this Agreement as determined below.

### **Modification or Transfer of Payment Rights**

Each Plaintiff acknowledges and agrees that neither the Periodic Payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be (i) accelerated, deferred, increased or decreased by such Plaintiff or any other Payee; or (ii) sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by such Plaintiff or any other Payee. No Plaintiff or other Payee shall have the power to effect, directly or indirectly, any such sale, assignment, pledge, hypothecation, transfer or encumbrance. Any purported sale, assignment, pledge, hypothecation, transfer or encumbrance of Payment Rights by any Plaintiff or other Payee shall be wholly void.

### **Annuity Purchase**

The Insurer (as applicable), or, in the event of a qualified assignment (as provided below), the Assignee, may fund the obligation to make the Periodic Payments through the purchase of an annuity contract from Pacific Life Insurance Company (the "Annuity Issuer"). The Insurer or, if applicable, the Assignee shall be the sole owner of any such annuity contract and shall have all rights of ownership and control of such annuity contract. The Insurer or the Assignee, as applicable, may have the Annuity Issuer mail payments directly to any Payee or deliver payments by electronic funds transfer to an insured deposit account in the Payee's name at an FDIC-insured institution in the United States. Each Payee shall at all times keep the Annuity Issuer apprised of such Payee's current street address and telephone number and, if such Payee receives payments by electronic funds transfer, the name, address, bank identifier number (BIN) and telephone number of the Payee's depository institution and the account number of the Payee's account at such institution.

Each Plaintiff is hereby notified that a portion of any money spent to purchase an annuity or other asset to fund a structured settlement may be used by the issuer of such annuity or other funding asset to pay commissions or other fees.

### **Consent to Qualified Assignment**

Each Plaintiff acknowledges and agrees that the Insurer, as applicable, may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the obligation to make the Periodic Payments to Pacific Life & Annuity Services, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the Insurer immediately preceding the assignment of the Periodic Payments obligation.

Any such assignment, if made, shall be accepted by each Plaintiff without right of rejection and shall completely release and discharge the Insurer from any and all obligations to make the Periodic Payments. Each Plaintiff recognizes and acknowledges that in the event of such an assignment, the Insurer shall have no further obligation to make any of the Periodic Payments. If so requested by the Insurer, each Plaintiff shall execute the qualified assignment to confirm such Plaintiff's acceptance of the assignment and such Plaintiff's release and discharge of the Insurer.

### **Discharge of Obligation**

The obligation of the Insurer or the Assignee to make each Periodic Payment to the Payee designated to receive such payment shall automatically be discharged upon the mailing of a valid check in the amount of such payment to the address of such Payee most recently designated or upon completion of an electronic funds transfer in the amount of such payment to the deposit account of such Payee most recently designated. If the Payee or Beneficiary notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate stop payment action and, upon confirmation that the check was not previously negotiated or electronic funds transfer deposited, the Annuity Issuer shall process a

replacement payment in the amount of such payment to the designated address of the Payee or Beneficiary.

**Legal and Tax Advice: Comprehension of Agreement**

In entering into this Agreement, each Plaintiff represents that such Plaintiff has relied solely upon the legal and tax advice of such Plaintiff's own attorneys and other advisers, who are the attorneys and advisers of such Plaintiff's choice, that the terms of this Agreement have been completely read and explained to such Plaintiff by such attorneys and that such terms are fully understood and voluntarily accepted by such Plaintiff.