

**RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT**

RECITALS:

WHEREAS, on or about June 14, 2019, Ramsey Mitchell ("Mitchell") alleges he suffered injuries during his arrest by law enforcement officers from the Williamson County Sheriff's Office. Mitchell alleges that Williamson County, Texas, and its current and former elected officials and employees, including Robert Chody, Zachary Camden, Mark Luera, James Johnson, Charles Duval, and Lorenzo Hernandez, violated his constitutional rights and committed other wrongs;

WHEREAS, Mitchell thereafter filed a lawsuit in the United States District Court for the Western District of Texas, Austin Division, Civil Action No. 1:21-cv-00388-RP, styled *Ramsey Mitchell v. Williamson County, Robert Chody, Zachary Camden, Mark Luera, James Johnson, Charles Duval, Lorenzo Hernandez, A&E Television Networks, LLC and Big Fish Entertainment, LLC* ("Lawsuit"). Mitchell filed this Lawsuit seeking recovery for alleged damages, injuries, and expenses incurred by reason of the above-described incident;

WHEREAS, Mitchell has agreed to release and dismiss with prejudice all claims against Williamson County and its current and former officials and employees including those named as defendants in the Lawsuit (collectively "County Defendants"), such release and dismissal referenced more particularly below;

WHEREAS, the County Defendants deny Mitchell's allegations, deny liability, and deny that they are in any way responsible for Mitchell's alleged damages, if any, but Williamson County has offered to pay unto Mitchell, solely by way of compromise and settlement, and Mitchell has agreed to accept, solely by way of compromise and settlement, the total sum of **Three Hundred Twenty-Five Thousand Dollars & 00/100 (\$325,000.00)** ("Settlement Amount"), as full settlement of all claims asserted or that could be asserted in the Lawsuit, whether such claims have in fact been asserted, by Mitchell against any of the County Defendants, Williamson County, or Williamson County officials or employees, including but not limited to Robert Chody, Mark Luera, Zachary Camden, James Johnson, Charles Duval, and Lorenzo Hernandez, arising out of the above-referenced incident; and

WHEREAS, after discussion with his attorney, Mitchell enters into this Release of All Claims and Indemnity Agreement ("Agreement") voluntarily.

RELEASE:

NOW, THEREFORE: I, Ramsey Mitchell, and on behalf of myself and my heirs, assigns, administrators, executors, legal representatives, and beneficiaries and estates (and in all capacities I have filed the Lawsuit against the below-defined Released Parties), and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **Three Hundred Twenty-Five Thousand Dollars & 00/100 (\$325,000.00)**, said sum, cash in

hand paid, the receipt of which is 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, the County Defendants, and any other representatives, 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 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 laws of the United States, 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, any claims under the Americans with Disabilities Act, and any claims made actionable by 42 U.S.C. § 1983, and which were or could have been asserted in the Lawsuit by me.

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 the intention of the Parties to this Agreement that the consideration stated herein fully and completely compensates 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 incident. It is my intention, and I understand that, by this Agreement, I am not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the above-described incident. In exchange for payment of the Settlement Amount, 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 incident.

I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM

WILLIAMSON COUNTY, THE COUNTY DEFENDANTS, ANY OF THEIR INSURERS OR INDEMNITORS, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF THE INCIDENT MADE THE BASIS OF THE LAWSUIT AFTER PAYMENT OF THE SETTLEMENT AMOUNT.

In entering into this compromise, 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 Agreement is 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 Agreement to me, and that understanding such terms, I desire to accept same and enter into this Agreement.

Only the consideration stated herein has been paid or 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 I may have by virtue of the injuries and damages described.

SETTLEMENT AMOUNT

The Settlement Amount is made payable as follows:

- \$325,000.00, made payable to Elmazi Law Firm, PLLC on Behalf of Ramsey Mitchell.

Texas Association of Counties, 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 this fully executed Agreement; (2) the attorneys for the County Defendants receive any necessary W-9s; and (3) completion of the Special Provisions described below.

SPECIAL PROVISIONS

This Agreement is contingent upon Mitchell, either prior to or concurrently with signing this Agreement, dismissing from the Lawsuit the Individual County Defendants Robert Chody, Zachary Camden, Mark Luera, James Johnson, Charles Duval, and Lorenzo Hernandez.

This Agreement is contingent on Mitchell confirming that he has searched for all possible liens against him, including any victim restitutions, and any such liens have been fully satisfied.

This Agreement is contingent upon obtaining the Williamson County Commissioners

Court's approval, which will be sought after the Individual County Defendants have been dismissed from the Lawsuit.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, I, Ramsey Mitchell, 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 I 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 rejected 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, Ramsey Mitchell, 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 the 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 the 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.

INDEMNIFICATION:

I, RAMSEY MITCHELL, 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 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, GOVERNMENT ENTITY, FIRM, OR CORPORATION WHOMSOEVER CLAIMING BY, THROUGH, OR UNDER ME FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY ME AS A RESULT OF INCIDENT DESCRIBED IN THE LAWSUIT.

ADDITIONALLY, I AGREE TO INDEMNIFY AND HOLD RELEASED

PARTIES HARMLESS FROM ANY CLAIM FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY RELATING TO THE PAYMENTS MADE TO ME UNDER THIS AGREEMENT FOR WHICH I AM LEGALLY OBLIGATED TO PAY, AS WELL AS ANY COSTS OR ATTORNEYS' FEES INCURRED IN BRINGING THE LAWSUIT. I AM NOT AGREEING TO INDEMNIFY OR HOLD HARMLESS THE RELEASED PARTIES FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY RELATED TO PAYMENTS MADE TO ME UNDER THIS AGREEMENT FOR WHICH THE RELEASED PARTIES ARE LEGALLY OBLIGATED TO PAY.

I 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.

CONFIDENTIALITY:

I, Ramsey Mitchell, agree that the terms of this Agreement shall not be discussed with or disclosed to any other person or entity not a Party to the Lawsuit, except for my attorney and his staff, persons having a direct financial interest in the settlement (including my immediate family), professionals consulted by me for obtaining financial or legal services with respect to this Agreement. I agree that I will not initiate, encourage, or authorize any other person or entity to do or make any act seeking to disclose the terms of this Agreement. I understand this confidentiality does not prohibit me discussing this Agreement when disclosure is required by law or court order.

NON-DISPARAGEMENT:

I, Ramsey Mitchell, agree that neither me, nor my attorney, nor any other persons over whom I exercise control, will either directly or indirectly make any public or private statement, comment, or communication in any form, oral, written or electronic [including any "anonymous" postings on internet websites, blogs, Facebook, YouTube, Instagram, Twitter, Snapchat, WhatsApp, Tumblr, and/or any other form of electronic social media or other medium whether identified herein or not] about the incident occurring on June 14, 2019, which communication would, directly or indirectly, in any way berate, besmirch, defame, denigrate, disparage, impugn, libel, malign, slander, slur, vilify, or "trash" Defendant Williamson County, its past and current elected officials and employees, including the County Defendants, or any of the Released Parties, whether named herein or not.

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 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, and this Agreement is being made without prejudice to any of the rights of the Released 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 29 day of October, 2021.



RAMSEY MITCHELL

THE STATE OF Texas

COUNTY OF Rusk

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BEFORE ME, the undersigned authority, on this day personally appeared **Ramsey Mitchell**, 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 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 _____
day of _____, 2021.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

ATTORNEY'S CERTIFICATE

I certify that I am the attorney of record for Ramsey Mitchell in the above-described Lawsuit. I have read the foregoing Release of All Claims and Indemnity Agreement to him and have fully explained it to him and the legal effect thereof, and after such explanation, he is fully satisfied to release his claims.

ELMAZI LAW FIRM, PLLC



Blerim Elmazi, Esq.

DECLARATION OF RAMSEY MITCHELL

My name is Ramsey Mitchell, my date of birth is 5-22-83, and my inmate identification number is 02300377. I am presently incarcerated at the Billy Moore Unit of the TDCJ in ~~O~~verton, TX AT 8500 FM 3053 Overton, TX 75684

I have read and agree to the Release of All Claims and Indemnity Agreement as provided and signed by Attorney.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 29 day of October, 2021.

A handwritten signature in black ink, appearing to read 'R. Mitchell', is written over a horizontal line.

Ramsey Mitchell