

**RELEASE OF ALL CLAIMS  
AND INDEMNITY AGREEMENT**

**RECITALS:**

**WHEREAS,** Elizabeth Firey ("Firey") alleges she suffered injuries during her incarceration with the Williamson County Jail in September, 2018, and that Williamson County, Texas, and its current and former elected officials and employees, including Jose Arreola, Jordan Banks, Jaemi Candler, Brett Elliott, Moraima Galvan, Dianna O'Brien, Carlos A. Paniagua, William Rigney, Christina Ross, Chelsea Stephenson and Lucy Vaughn (the "Individual Defendants", and collectively the "County Defendants"), violated her constitutional rights and committed other alleged wrongs; and

**WHEREAS,** Firey thereafter filed a lawsuit in the United States District Court for the Western District of Texas, Austin Division, Civil Action No. 1:20-cv-00836-ML, styled *Elizabeth Firey v. Williamson County, et al.* ("Lawsuit"). Firey filed this Lawsuit seeking recovery for alleged damages, injuries and expenses incurred by reason of the incident made the basis of the Lawsuit; and

**WHEREAS,** the County Defendants deny Firey's allegations, deny liability, and deny that they are in any way responsible for Firey's alleged damages, if any, but Williamson County has offered to pay unto Firey, solely by way of compromise and settlement, and Firey has agreed to accept, solely by way of compromise and settlement, the total sum of **Two Hundred Fifty Thousand Dollars & 00/100 (\$250,000.00)** ("Settlement Amount"), as full settlement of all claims asserted or that could have been asserted in the Lawsuit, whether such claims have in fact been asserted by Firey against any of the County Defendants, Williamson County or Williamson County officials or employees, including but not limited to Jose Arreola, Jordan Banks, Jaemi Candler, Brett Elliott, Moraima Galvan, Dianna O'Brien, Carlos A. Paniagua, William Rigney, Christina Ross, Chelsea Stephenson and Lucy Vaughn, arising out of the incident made the basis of the Lawsuit; and

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

**RELEASE:**

**NOW, THEREFORE:** I, Elizabeth Firey, and on behalf of myself and my heirs, assigns, administrators, executors, legal representatives and beneficiaries, and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **Two Hundred Fifty Thousand & 00/100 (\$250,000.00)**, 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, and any other representatives, indemnitors, 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 incident made the basis of the Lawsuit

(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 incident made the basis of the Lawsuit, including, but not limited to, any claims of negligence, gross negligence, excessive force, false arrest, false imprisonment, failure to provide proper medical care, unlawful discrimination (including but not limited to disability discrimination), retaliation, failure to accommodate, 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, 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 incident made the basis of the Lawsuit. 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 incident made the basis of the Lawsuit. 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 incident made the basis of the Lawsuit.

**I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, THE COUNTY DEFENDANTS, ANY OF THEIR INSURERS OR INDEMNITORS, 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 we may subsequently discover, develop, or sustain damages or injuries which I am not aware of 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 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**

Williamson County, Texas, on behalf of the County Defendants, will fund the settlement within fourteen (14) days after: (1) the attorneys for the County Defendants receive a signed copy of this fully executed Agreement; and (2) the attorneys for the County Defendants receive signed W-9s and drafting instructions.

### **SPECIAL PROVISIONS**

This Agreement is contingent on Firey confirming that she has searched for all possible liens against her, 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.

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

As to any future Medicare liens, I, Elizabeth Firey, 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 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.

I, Elizabeth Firey, 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.

**INDEMNITY:**

**I, ELIZABETH FIREY, 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, 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 ME.**

**AS PART OF THE CONSIDERATION FOR 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 HEREAFTER 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 FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY ME AS A RESULT OF THE INCIDENT MADE THE BASIS OF 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 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 INCIDENT MADE THE BASIS OF THE LAWSUIT, 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 MADE THE BASIS OF THE LAWSUIT.**

**CONFIDENTIALITY:**

**I, Elizabeth Firey, 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 any 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.**

**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.

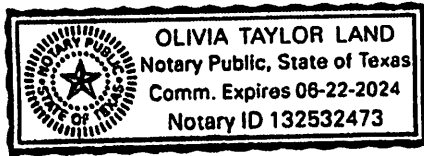
SIGNED this 21<sup>st</sup> day of February, 2022.

Elizabeth Firey  
ELIZABETH FIREY

THE STATE OF Texas §  
COUNTY OF Trawi §  
§

**BEFORE ME**, the undersigned authority, on this day personally appeared **Elizabeth Firey**, 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  
21<sup>st</sup> day of February, 2022.



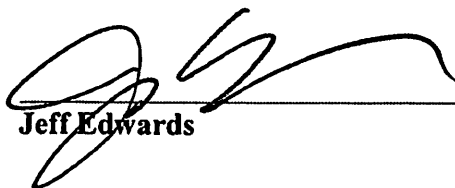
Olivia Land  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 6/22/2024

**ATTORNEY'S CERTIFICATE**

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

**EDWARDS LAW**



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**Jeff Edwards**