

agents, employees, and representatives, including Naomi Padilla, such release and dismissal referenced more particularly below;

WHEREAS, while the County Defendants deny Plaintiff's allegations, deny contributing to the death of Patrick Dupre, deny liability, and deny that they are in any way responsible for Plaintiff's alleged damages, if any, Williamson County's Insurer has offered to pay unto the Plaintiff, solely by way of compromise and settlement, and the Plaintiff has agreed to accept, solely by way of compromise and settlement, upfront cash with the present value total sum of **Five Hundred Thousand Dollars & 00/100 (\$500,000.00)** ("Settlement Amount"), said sum to be distributed as indicated in this Release of All Claims and Indemnity Agreement ("Agreement") as full and final settlement of all claims asserted or that could be asserted in this lawsuit, whether such claims have in fact been asserted, by the Plaintiff 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, Gloria Cowin, individually, and on behalf of the Estate of Patrick Dupre, enters into this Agreement voluntarily.

RELEASE:

NOW, THEREFORE: Gloria Cowin, individually, and on behalf of any of her heirs, assigns, administrators, executors, legal representatives, and beneficiaries and estates, and all persons claiming by, through or under the Plaintiff, for good and valuable consideration, including upfront cash with the present value total sum of **Five Hundred Thousand Dollars & 00/100 (\$500,000.00)**, said sum to be distributed 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 of its other representatives, insurers, and indemnitors, the Travelers Indemnity Company, the law firm of GERMER PLLC, the law firm of GERMER BEAMAN & BROWN PLLC, and 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 Plaintiff, or against whom claims could have been asserted by Plaintiff, 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 this lawsuit by, through, or under the Plaintiff.

Plaintiff intends this Release to encompass any claims that she presently has or may acquire or discover in the future arising out of the incident giving rise to this lawsuit, including but not necessarily limited to any past, current, or future claims for survival damages, damages as an heir of Patrick Dupre, damages related to any probate case or estate, all such damages Plaintiff hereby compromises, settles, releases, and further waives future recovery of same if any probate case is ever filed by anyone. Without limitation, Plaintiff further acknowledges that this Release encompasses all damages and injuries of any type, kind, and character, 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 compensate Plaintiff for all her alleged 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 this lawsuit. It is Plaintiff's intention, and Plaintiff understands that, by this Agreement, she is not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the incident giving rise to this lawsuit. In exchange for payment of the Settlement Amount described herein, Plaintiff agrees 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 this lawsuit.

PLAINTIFF UNDERSTANDS THAT SHE 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 THIS LAWSUIT, AFTER PAYMENT OF THE SETTLEMENT AMOUNT DESCRIBED HEREIN.

In entering into this compromise, Plaintiff acknowledges that she relied fully upon her own knowledge and information as to the extent and duration of the alleged injuries and damages received, and that Plaintiff has not been influenced by any representations made by or on behalf of the Released Parties. Plaintiff acknowledges that it is possible that

she may subsequently discover, develop, or sustain damages or injuries of which Plaintiff is not aware at this time, or which are not foreseeable or in existence at this time, and Plaintiff acknowledges that this Agreement is intended to extend to and cover such future damages or injuries which she may incur, develop, sustain, or discover. Plaintiff further represents that she has had the opportunity for her attorneys (if any) to explain the terms and effects of this Agreement to her, and that understanding such terms, Plaintiff 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 Plaintiff may have by virtue of the alleged injuries and damages described arising out of the incident giving rise to this lawsuit.

SETTLEMENT AMOUNT

The Settlement Amount is distributed for \$500,000.00 for Plaintiff's individual claims related to the death of Patrick Dupre, and Travelers Indemnity Company, on behalf of Williamson County, shall pay the Settlement Amount as follows:

- Check payable to the Law Offices of Dean Malone, P.C. for the amount of of \$500,000.00.

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; and (2) 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.

Plaintiff hereby agrees and warrants that she will never contact or communicate with anyone to suggest, encourage, direct, or propose that any heir or potential heir to the Patrick Dupre estate, or anyone else that may have a lawful claim individually or by or through Patrick Dupre, assert or have asserted on their behalf any claims of any type or nature, whether wrongful death or survival claims, regarding the death of Patrick Dupre, and Plaintiff further affirms that she has not done so up through the time she has signed this Agreement.

This Agreement is contingent on Gloria Cowin confirming, through her attorney(s), that she has searched for all liens against Patrick Dupre 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, Plaintiff expressly represents that any Special Needs Trust or Medicare Set Aside (MSA) will be funded solely by Plaintiff out of the proceeds of this settlement, and agree to be solely responsible for any future medical expenses related to her claims. Released Parties and their insurers have offered to set aside a portion of this settlement to cover future claim-related medical expenses, but Plaintiff expressly rejected any such retention of funds by the Released Parties. Plaintiff acknowledges that as a consequence of this settlement, Medicare may refuse to pay for future claim-related medical expenses.

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

INDEMNITY:

PLAINTIFF HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD AND SAVE HARMLESS (AT PLAINTIFF'S SOLE COST AND EXPENSE, INCLUDING REASONABLE 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 PLAINTIFF FOR MEDICAL CARE RECEIVED BY PLAINTIFF ON ACCOUNT OF THE ABOVE-REFERENCED INCIDENT.

AS PART OF THE CONSIDERATION FOR PAYMENT OF THE SETTLEMENT AMOUNT, PLAINTIFF 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 HEREAFTER MAY BE ASSERTED BY ANY PERSON, FIRM OR CORPORATION WHOMSOEVER CLAIMING BY, THROUGH, OR UNDER PLAINTIFF FOR ANY OF THE ALLEGED INJURIES AND/OR DAMAGES SUSTAINED BY PLAINTIFF AS A RESULT OF INCIDENTS DESCRIBED IN THIS LAWSUIT.

ADDITIONALLY, PLAINTIFF AGREES TO INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ANY CLAIM FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY AGAINST PLAINTIFF RELATING TO PAYMENTS MADE TO PLAINTIFF UNDER THIS AGREEMENT FOR WHICH PLAINTIFF IS LEGALLY OBLIGATED TO PAY, AS WELL AS ANY COSTS OR REASONABLE ATTORNEYS' FEES INCURRED IN PLAINTIFF BRINGING THIS LAWSUIT. PLAINTIFF IS 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.

PLAINTIFF UNDERSTANDS 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 THIS LAWSUIT.

ASSIGNMENT OF CLAIMS:

Plaintiff represents that she has 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 her attorneys may have.

ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:

The recitals mentioned herein are contractual and are not mere recitals. This Agreement or any part hereof shall not be construed or used as an admission of liability on the part of the Released Parties for injury or damages to Plaintiff as a result of the incident. 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]

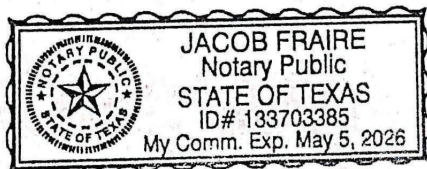
SIGNED this 11th day of October, 2022.

Gloria Cowin
GLORIA COWIN, Individually

THE STATE OF TEXAS _____ §
COUNTY OF WILLIAMSON §
§

BEFORE ME, the undersigned authority, on this day personally appeared **Gloria Cowin**, 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 capacity therein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on
this 11 day of October, 2022.



Jacob Fraire
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

05/05/2026