**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement made and entered by Christopher Cox ("the Undersigned") in favor of Leonard Nesbitt, Paul Worley, Terry Mills, and the City of Calhoun, Georgia and its employees and elected officials (hereinafter collectively referred to as "the Released Parties"), and the Charter Oak Fire Insurance Company ("Charter Oak"), the liability carrier for the Released Parties.

**W I T N E S S E T H:**

**WHEREAS,** various controversies and differences have arisen between the parties named above with reference to various transactions and dealings, including but not limited to (1) the claims and causes of action set forth in a civil action now pending in the United States District Court for the Northern District of Georgia, Rome Division, styled as *Christopher Cox v. City of Calhoun, Georgia, et al.,* denominated as Civil Action Number 4:23-CV-00284-WMR (hereinafter referred to as the "Pending Action"); and (2) the facts and circumstances described and alleged in the Pending Action and all resulting potential consequences and damages arising from an incident which occurred on December 12, 2022, as set forth more particularly in the complaint in the Pending Action (hereinafter referred to as the "Incident") and

**WHEREAS,** the Undersigned, the Released Parties and Charter Oak have agreed to compromise, settle and adjust all such controversies in the manner set forth herein;

**NOW, THEREFORE,** in consideration of the mutual agreements and promises contained herein and the payment by Charter Oak, on behalf of the Released Parties, their insured, of the sum of $1,350,000.00 (one million three hundred fifty thousand dollars

and zero cents) to the Undersigned and his counsel, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, the sufficiency of which is acknowledged by all parties. This shall be the total amount to be paid by the Released Parties and Charter Oak on account of any and all liability claimed in this action, including all costs of suit and attorneys' fees otherwise recoverable in this action by the Undersigned and specifically including any and all attorneys' fees recoverable pursuant to the Court's February 25, 2026 Order imposing sanctions in the Pending Action. The parties agree that $100,000.000 of the total consideration shall be allocated to back wages and the remainder shall be for compensatory damages, attorneys' fees, and litigation expenses. It is hereby agreed as follows:

1.

The Undersigned does hereby forever and finally release, acquit and forever discharge the Released Parties and Charter Oak, their agents, employees, officers, directors, representatives, successors and assigns from and against any and all claims, debts, demands, damages, actions, causes of action or suit of any kind or nature whatsoever which the Undersigned has or may have, either now or in the future, from the beginning of the world until the date of this release and settlement agreement, in connection with, related to and/or arising out of the Incident, and specifically including, but not limited to, any and all claims which have been or which could be asserted against the Released Parties and/or Charter Oak in connection therewith. It is the express intent of the Undersigned that this release and settlement agreement inure to the benefit of and in favor of such other persons, firms, corporations or entities described above and that

any and all claims the Undersigned might have now or in the future, whether referred to in this release and settlement agreement or not, arising in any manner from the Incident, be released and extinguished hereby.

2.

The Undersigned further represents, warrants and covenants that none of the claims or causes of action released herein have been assigned to any other person, firm, corporation or other entity, and that there are no liens of any kind or nature arising from the Incident, including but not limited to any Medicare and/or Medicare Advantage liens, which have not been paid or satisfied or which will not be paid or satisfied out of the proceeds being paid hereunder. The Undersigned agrees to fully indemnify and hold harmless the Released Parties and Charter Oak for any breach of the representations, warranties and covenants contained in this paragraph.

3.

It is further understood and agreed that this settlement and release agreement is the compromise of doubtful and disputed claims and is not an admission of liability of any party; on the contrary, all such liability is expressly denied.

4.

The Undersigned agrees to file a stipulation of dismissal, with prejudice, of the Released Parties, in the form agreed to between the parties, upon receipt of the consideration specified herein, thereby terminating all claims which were, or which could have been pursued by the Undersigned and the Released Parties against one another, with each party to pay their own fees and costs. The provision herein requiring all parties

to pay their own fees and costs is a material term and includes any costs referenced in any judgment entered by the Court in the Pending Action, including Doc. 161 in the Pending Action, and all parties to this agreement, including the Undersigned, the Released Parties, and Charter Oak, shall not seek costs from any other party.

5.

The City of Calhoun, Georgia agrees that, within thirty (30) days after the execution of this Agreement, it shall amend and correct its internal personnel, human resources, and employment records concerning the Undersigned to reflect that the Undersigned was not terminated from his employment with the City of Calhoun and that the Undersigned is eligible for re-employment with the City of Calhoun. The City of Calhoun further agrees that, in response to any inquiry from a prospective employer or other third party concerning the Undersigned's employment, it shall provide only the Undersigned's dates of employment and positions held and, if asked, shall confirm that the Undersigned is eligible for rehire, and it shall not state or suggest that the Undersigned was terminated or separated involuntarily. The Undersigned agrees that he will not apply for or otherwise seek re-employment or status as an independent contractor with the City of Calhoun at any time. The City of Calhoun shall provide written confirmation to counsel for the Undersigned that the records described in this paragraph have been amended.

6.

The Undersigned acknowledges notice, prior to execution of this Release and Settlement Agreement, that the consideration stated above is being provided by Charter

Oak in its capacity as liability insurance carrier for the Released Parties, as an independent contractor and not as an agent of its insured, in accordance with the provisions of O.C.G.A. § 33-7-12.

7.

This Agreement is the entire agreement between the parties.

Christopher D. Cox
CHRISTOPHER COX

Sworn to and subscribed before me this

3rd day of November, 2026.

Shonda Lackey
Notary Public

My Commission Expires: July 01, 2030

SHONDA LACKEY NOTARY PUBLIC WHITFIELD COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 01, 2030