

**RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT**

RECITALS:

WHEREAS, Valerie Adams (“Adams”) claims she was subjected to unlawful discrimination and retaliation, and other alleged wrongful employment practices in connection with her employment with and separation from Williamson County, and, thereafter, filed Charge Number 450-2018-03807 and Charge Number 451-2019-02957 with the Equal Employment Opportunity Commission (“EEOC”);

WHEREAS, Williamson County denies Adams’ allegations, denies liability, and denies that it is in any way responsible for her claimed damages, if any, but has offered to pay unto Adams, solely by way of compromise and settlement, and Adams has agreed to accept, solely by way of compromise and settlement, the total sum of **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** (“Settlement Amount”), as full settlement of all claims asserted or that could have been asserted in a lawsuit against Williamson County, regardless of whether such claims have in fact been asserted;

WHEREAS, after discussion with her attorney(s), Adams enters into this Release of All Claims and Indemnity Agreement (“Agreement”) voluntarily.

RELEASE:

NOW, THEREFORE, KNOW ALL PEOPLE BY THESE PRESENTS: That I, Valerie Adams, and on behalf of my heirs, assigns, administrators, legal representatives, and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, do hereby enter into this agreement (“Agreement”) and **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, the County Defendants, insurers, indemnitors, risk pools, and attorneys (“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 my employment with or separation from Williamson County including, but not limited to, any claims of harassment, retaliation, wrongful termination, and any form of unlawful discrimination (race, gender, age, disability, or any other recognized protected class or characteristic), defamation, wage, overtime, claims arising under the Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990 as amended, the Family and Medical Leave Act of 1993, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Civil Rights Act of 1991, the Civil Rights Acts of 1866 and/or 1871, the Employee Retirement Income Security Act of 1974, the Immigration Reform and Control Act, the Older Workers Benefit Protection Act, the Uniformed Services Employment and Re-Employment Rights Act, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act of 2002, the Lilly Ledbetter Fair Pay Act of 2009, the

Genetic Information Nondiscrimination Act, the National Labor Relations Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, the Texas Labor Code, the Texas Payday Law, the Texas Commission on Human Rights Act or Chapter 21, the Texas Insurance Code, any statute or laws of the State of Texas, or any other federal, state or local whistleblower, discrimination or anti-retaliation statute, law or ordinance, including, without limitation, any workers' compensation or disability claims under any such laws, claims for wrongful discharge, breach of express or implied contract or implied covenant of good faith and fair dealing, fraud, misrepresentation, negligence, defamation, intentional tort, and any other claims arising under state or federal law.

The Parties intend this Agreement to be as broad and comprehensive as possible and to encompass any claims I presently have, known or unknown. Without limitation, I further acknowledge that this Agreement 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, economic damages, non-economic damages, personal injury damages, incidental and consequential damages, penalties, fines, liquidated damages, attorneys' fees, pre-judgment interest, pain and suffering, mental anguish, loss of enjoyment of life, distress, embarrassment, humiliation, and inconvenience, based on events that took place prior to the date this Agreement is assigned.

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 my employment with or separation from Williamson County. It is my intention and I understand that by this Agreement, I reserve no claims against any Released Party arising out of my employment with or separation from Williamson County. In consideration herein, I agree to make no further claim against any Released Party for any damages or injuries directly or indirectly sustained as a result of my employment with or separation from Williamson County. This is a full release of liability of any Released Party as a result of my employment with or separation from Williamson County.

I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS, RISK POOL, OR INDEMNITORS, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF MY EMPLOYMENT WITH OR SEPARATION FROM WILLIAMSON COUNTY.

I HEREBY AGREE TO ACCEPT RESPONSIBILITY FOR PAYING MY PORTION OF ANY APPLICABLE TAXES ON THE SETTLEMENT AMOUNT I AM RECEIVING IN EXCHANGE FOR THIS AGREEMENT. I AM ALSO RESPONSIBLE FOR PAYING MY ATTORNEYS' FEES OUT OF THE SETTLEMENT AMOUNT.

I FURTHER AGREE TO REQUEST WITHDRAWAL OF MY CHARGES OF DISCRIMINATION FILED WITH THE EEOC (CHARGE NO. 450-2018-03807 AND CHARGE NO. 451-2019-02957), AND TO WITHDRAW ANY OTHER COMPLAINTS, CHARGES, OR REPORTS REGARDING WILLIAMSON COUNTY THAT I HAVE MADE TO ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCIES. I AGREE TO TAKE WHATEVER STEPS ARE NECESSARY TO

CONFIRM THAT THE EEOC HAS ACCEPTED THE WITHDRAWALS OF MY CHARGES OF DISCRIMINATION. WHETHER OR NOT THE EEOC, OR ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, GRANTS THE WITHDRAWAL OF MY CHARGES OF DISCRIMINATION, I AGREE NOT TO PURSUE ANY CLAIMS AGAINST THE RELEASED PARTIES BASED ON MY EMPLOYMENT WITH OR SEPARATION FROM WILLIAMSON COUNTY.

In entering into this compromise, I acknowledge that I relied fully upon my knowledge and information as to the extent and duration of the 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 or expenses of which I am not aware at this time, or which are not foreseeable at this time, and I acknowledge that this Agreement is intended to extend to and does cover such future damages, injuries and expenses which I may incur, develop, sustain, or discover, if they were caused by events that took place prior to the execution of this document. I further represent that my attorney(s) has explained the terms and effect 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 which I may have against the Released Parties by virtue of my employment with or separation from Williamson County.

ALLOCATION AND CHARACTERIZATION OF SETTLEMENT AMOUNT:

The Settlement Amount is characterized as follows:

- \$21,750.00, made payable to Valerie Adams, as compensation for non-economic damages;
- \$21,750.00, made payable to Valerie Adams, as compensation for past and future wage loss; and
- \$31,500.00, made payable to Rob Wiley, P.C., for attorneys' fees and expenses.

Williamson County will fund the settlement within fourteen (14) days after: (1) it receives this fully executed Agreement; (2) it receives any necessary W-9s and/or W-4s for Adams and her attorney(s); (3) Adams submits to the EEOC the necessary documentation to request withdrawal of her Charges and provides a copy of the same to Williamson County; and (4) completion of the Special Provisions described below.

SPECIAL PROVISIONS:

1. This Agreement is contingent upon obtaining the Williamson County Commissioners' Court approval.

2. Within one (1) business day of Special Provision 1, Williamson County will place the joint statement provided in the mediated settlement agreement from July 30, 2020 in Adams' Internal Affairs' (a.k.a. Office of Professional Standards) file regarding the withdrawal of the

disciplinary issue relating to her work performance.

AGREEMENT TO NOT REAPPLY FOR EMPLOYMENT:

I, Valerie Adams, agree to not reapply for employment with Williamson County or the Williamson County Sheriff's Office while Sheriff Robert Chody remains Sheriff of Williamson County.

NEUTRAL REFERENCE:

Williamson County agrees to provide a neutral reference of employment for Adams upon receiving a request for reference. The reference shall include only Adams' positions, dates of employment, and salary.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, I, Valerie Adams, 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 I expressly reject 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 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.

INDEMNIFICATION:

I, VALERIE ADAMS, 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, 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, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, 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, FIRM OR CORPORATION WHOMSOEVER ON MY BEHALF FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY ME AS A RESULT OF MY EMPLOYMENT WITH OR SEPARATION FROM WILLIAMSON COUNTY.

ASSIGNMENT OF CLAIMS:

I, Valerie Adams, represent that I have not assigned, transferred, or pledged to any person or entity an interest in the claims made the subject of this Agreement.

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, administrative or other proceeding now pending or subsequently filed against the Released Parties, except that Adams and the Released Parties may: (1) disclose information about the Agreement as required by law or court order; and (2) plead and introduce any or all of this Agreement as a bar and discharge or to enforce the settlement. 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 Release and Indemnity 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, faxes, and pdfs of the executed Release and Indemnity Agreement may be used as originals.

[SIGNATURE PAGE FOLLOWS]

SIGNED on this 20 day of August, 2020.

Valerie Adams

VALERIE ADAMS

Signature: Valerie Adams
Valerie Adams (Aug 20, 2020 14:57 CDT)

Email: valgal721@att.net

Adams Final settlement 8-20-20

Final Audit Report

2020-08-20

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Signed document emailed to Valerie Adams (valgal721@att.net) and Colin Walsh (cwalsh@robwiley.com)

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