

RELEASE AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, Jessica Palmer claims her civil rights were violated and that she was subjected to unlawful discrimination in connection with her incarceration in Williamson County Jail on or about November, 2013; and

WHEREAS, Williamson County, Texas denies Jessica Palmer's allegations, and denies liability or that it is in any way responsible for the resultant damages, if any, but has offered to pay unto Jessica Palmer, solely by way of compromise and settlement, and the said Jessica Palmer has agreed to accept, by way of compromise and settlement, the total sum of **TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00)**, as full settlement of all claims asserted or that could be asserted, whether such claims have in fact been asserted.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, Jessica Palmer, 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 **TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00)**, payable as set forth below, the receipt of which is hereby acknowledged, do hereby **RELEASE, ACQUIT, QUITCLAIM** and **FOREVER DISCHARGE** Williamson County, any and all employees, elected officials, agents, and any other representatives of Williamson County, and any and all other affiliated persons, and their representatives, successors and assigns, agents, indemnitors, and each of them, 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 my employment with Williamson County ("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 discrimination, negligence, gross negligence, excessive force, failure to treat, constitutional tort, survival action, 42 U.S.C. § 1983 violations, alleged violations of the Americans with Disabilities Act, 42 U.S.C. § 12134 et seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 794, Due Process Clause of the 14th Amendment of the United States Constitution, the Texas Constitution, the Texas Commission on Human Rights Act, or any other claims, causes of action or other unlawful practices, or any other tort or intentional tort, and any other claim arising under any constitution, statute, or common law that could have been brought in this lawsuit. 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 income, loss of professional standing, reputational injury, diminished earning capacity, back pay and front pay; intangible damages, pain and suffering, mental anguish, distress, embarrassment, humiliation, inconvenience, disfigurement, physical impairment, medical expenses, exemplary

damages, and loss of society, services, felicity, support, advice, counsel, love, solace, affection, guidance, counseling, enjoyment of life, familial relationship and consortium.

It is the intention of the parties to this Release that the consideration stated herein fully and completely compensates me for all injuries, damages, known, and unknown, past and future, directly or indirectly resulting from or in any manner related to the incident giving rise to this litigation. It is my intention and my understanding that by this Release I reserve no claims against anyone, whether named or unnamed, arising out of this incident. In consideration herein, I agree to make no further claim against any person or entity for any damages or injuries directly or indirectly sustained as a result of the incident giving rise to this litigation. This is a Release of all who may or could in any way be liable to me as a result of the incident.

ASSIGNMENT OF CLAIMS:

In order to fully effectuate the terms and intent of this Release, I hereby **ASSIGN, TRANSFER and CONVEY** unto the Released Parties, persons, and entities any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action arising directly or indirectly out of the incident made the subject of this suit, whether known or unknown, against all persons and entities, and whether now existing or hereafter arising, acquired or discovered. I further agree to execute and deliver any and all additional documents, which may be required to effectuate the terms of this Release and assignment.

I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD AND SAVE HARMLESS (AT OUR SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) THE RELEASED PARTIES, PERSONS AND ENTITIES FROM ANY AND ALL CLAIMS AND LIENS WHICH MAY BE ASSERTED AGAINST THEM BASED UPON ANY MEDICAL, PSYCHOLOGICAL, OR THERAPEUTIC EXPENSE, LIEN OR SUBROGATION INTEREST.

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

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 parties herein released. I acknowledge that it is possible that I may subsequently discover, develop, or sustain damages, diseases 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 Release is intended to extend to and cover such future damages or injuries which I may incur, develop, sustain, contract or discover. I further represent that my attorney has explained the terms and effect of this Release to me, and that understanding such terms, I desire to accept same and enter into this Release.

Only the consideration stated herein has been paid or agreed to be paid for this Release, 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 by virtue of the injuries and damages described.

ALLOCATION AND CHARACTERIZATION OF SETTLEMENT PROCEEDS:

The \$25,000.00 settlement proceeds are allocated as follows: \$17,000.00 made payable to Jessica Palmer, and \$8,000.00 made payable to Cirkiel & Associates, for attorney's fees and expenses.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, I and my attorney 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 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. § 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 MY CLAIMS, INCLUDING PENALTIES, INTEREST, AND ATTORNEY'S 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 ATTORNEY'S FEES.** I also expressly release any future claims against Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:

The recitals mentioned herein are contractual and are not mere recitals. This compromise and settlement 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 the Released Parties may plead and introduce any or all of this Release as a bar and discharge or to enforce the settlement. Nor shall this compromise 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 Release and Indemnity 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 instrument, photocopies, faxes and pdfs of the executed Release and Indemnity Agreement may be used as originals.

Signed this 9th day of November, 2015.


JESSICA PALMER

THE STATE OF TEXAS

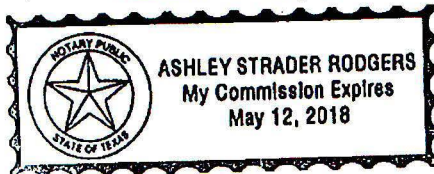
COUNTY OF Galveston

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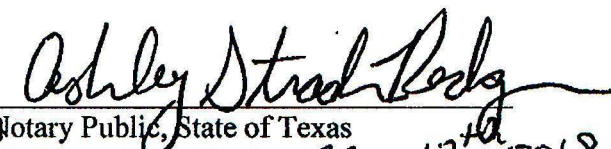
440 Grand Ave.
Bacliff, TX 77518

BEFORE ME, the undersigned authority, on this day personally appeared Jessica Palmer, known to me to be the person whose name is subscribed to the foregoing Release 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of November, 2015.

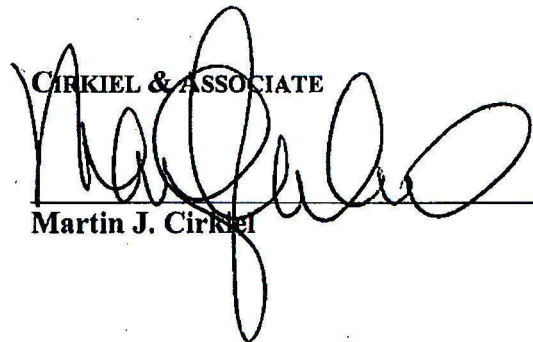


440 Grand Ave.
Bacliff, TX 77518


Notary Public, State of Texas
My Commission Expires: May 12th, 2018

ATTORNEY'S CERTIFICATE

I certify that I am the attorney representing, Jessica Palmer, with respect to the above-described claims. I have read the foregoing Release 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.


CIRKEL & ASSOCIATE
Martin J. Cirkel