

## RELEASE AND INDEMNITY AGREEMENT

### RECITALS:

**WHEREAS**, Jessica Smith claims she was subjected to unlawful discrimination, retaliation, and other alleged unlawful employment practices while employed with Williamson County, Texas; and

**WHEREAS**, the undersigned, Jessica Smith, thereafter filed a charge of discrimination with the Texas Workforce Commission, Civil Rights Division, Charge No. 1A15968 and the Equal Employment Opportunity Commission, Charge No. 31C-2016-00015C; and

**WHEREAS**, Williamson County, Texas denies Jessica Smith'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 Smith, solely by way of compromise and settlement, and the said Jessica Smith has agreed to accept, by way of compromise and settlement, the total sum of **TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$2,500.00)** (allocated and characterized as described below) and reinstatement of ninety-six (96) hours of paid leave benefits, as full settlement of all claims asserted or that could be asserted, whether such claims have in fact been asserted. The paid leave shall be reinstated as follows:

26.58 hours -- sick leave;

28.27 hours - vacation leave;

41.15 hours -- holiday leave (reinstated as banked holiday leave).

### RELEASE:

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That I, Jessica Smith, 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 **TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$2,500.00)**, payable as set forth below, and reinstatement of ninety-six (96) hours of paid leave benefits, 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 my employment with Williamson County, including, but not limited to, any claims of discrimination (age, race, sex, gender, pregnancy, disability, or any other recognized protected class), retaliation, defamation, wage, overtime, negligence, intentional tort, defamation, any claims that were or could have been brought under the Fair Labor Standards Act, Texas Payday Act, Title VII of the Civil Rights Act of 1964, as amended,



42 U.S.C. 2000e *et seq.*, The Americans with Disabilities Act, 42 U.S.C § 1981, 42 U.S.C § 1983, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, the Texas Constitution, First Amendment retaliation, political retaliation, Texas Commission on Human Rights Act, Texas Labor Code, also including any claims of breach of contract, intentional infliction of emotional distress, fraud, misrepresentation, or the violation of any statute, law, common law, regulation, ordinance, executive order, policy or administrative procedure of the United States or the State of Texas. I intend this Release to be as broad and comprehensive as possible and to encompass any claims 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, 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 Release 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 Williamson County. It is my intention and I understand that by this Release, I reserve no claims against anyone, whether named or unnamed, arising out of my employment with Williamson County. 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 my employment with Williamson County. This is a Release of all who may or could in any way be liable to me as a result of my employment with Williamson County.

#### **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 any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action arising directly or indirectly out of my employment with Williamson County, 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 MY SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) WILLIAMSON COUNTY, AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS AND LIENS WHICH MAY BE ASSERTED AGAINST THEM BASED UPON ANY LIEN OR SUBROGATION INTEREST.**

**I HEREBY AGREE TO ACCEPT RESPONSIBILITY FOR PAYING ANY APPLICABLE TAXES ON THE CONSIDERATION I AM RECEIVING IN EXCHANGE FOR THIS RELEASE.**

**I FURTHER AGREE TO WITHDRAW MY CHARGE OF DISCRIMINATION FILED WITH THE TEXAS WORKFORCE COMMISSION CIVIL RIGHTS DIVISION (TWCCRD CHARGE NO. 1A15968) AND EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC CHARGE NO. 31C-2016-00015C), AND TO WITHDRAW ANY**



**OTHER COMPLAINTS, CHARGES, OR REPORTS REGARDING RESPONDENT THAT I HAVE MADE TO ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCIES. I FURTHER SPECIFICALLY AGREE TO TAKE WHATEVER STEPS ARE NECESSARY TO CONFIRM THAT MY CHARGE OF DISCRIMINATION FILED WITH THE TWCCRD AND EEOC HAS BEEN WITHDRAWN. I UNDERSTAND AND AGREE THAT THIS SETTLEMENT IS CONTINGENT UPON THE TWCCRD AND EEOC RELEASING THEIR INTEREST IN MY CHARGE AND DISMISSING MY CHARGE, AND THAT RESPONDENT IS UNDER NO OBLIGATION TO FUND THIS SETTLEMENT IF THE TWCCRD AND EEOC FAIL OR REFUSE TO DISMISS MY CHARGE.**

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, except for any fees payable to my attorney.

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 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 does cover such future damages or injuries which I may incur, develop, sustain, or discover, based on events that took place prior to the execution of this document.

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 incidents and damages described.

#### **ALLOCATION AND CHARACTERIZATION OF SETTLEMENT PROCEEDS**

The \$2,500.00 settlement proceeds are characterized as compensation for attorneys' fees and expenses, and made payable to The Law Office of Raven Applebaum, PLLC.

#### **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.

**NEUTRAL REFERENCE:**

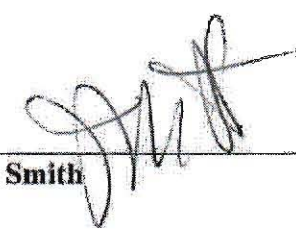
Williamson County agrees to provide a neutral reference of employment for Jessica Smith upon receiving a request for reference. The Williamson County's reference shall include Jessica Smith's position held and dates of employment. All requests for references shall be directed to Sr. Director of the Williamson County Human Resources Department.

**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 12 day of April, 2016.

  
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Jessica Smith

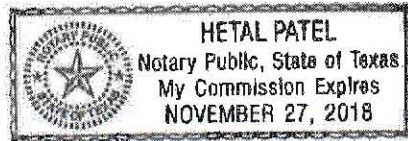
THE STATE OF TEXAS

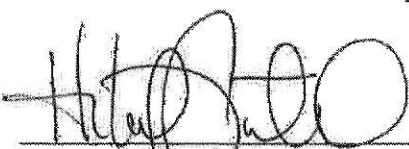
COUNTY OF Williamson

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BEFORE ME, the undersigned authority, on this day personally appeared **Jessica Smith**, 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.

April GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of April, 2016.



  
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Notary Public, State of Texas  
My Commission Expires: Nov. 27, 2018

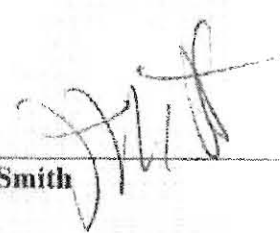
**ATTORNEY'S CERTIFICATE**

I certify that I am the attorney representing, Jessica Smith, 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.

**THE LAW OFFICE OF RAVEN APPLEBAUM,  
PLLC**

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**Raven Applebaum**

Signed this 12 day of April, 2016.

  
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Jessica Smith

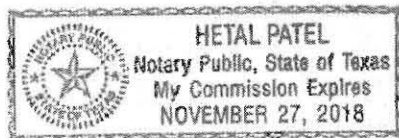
THE STATE OF TEXAS

COUNTY OF Williamson

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BEFORE ME, the undersigned authority, on this day personally appeared Jessica Smith, 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.

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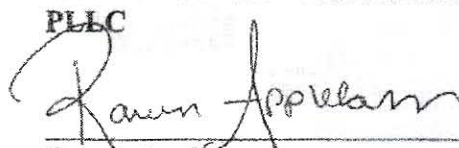
  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: Nov. 27, 2018

**ATTORNEY'S CERTIFICATE**

I certify that I am the attorney representing, Jessica Smith, 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.

THE LAW OFFICE OF RAVEN APPLEBAUM,  
PLLC

  
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Raven Applebaum