

RELEASE AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, Terry Ballard ("Ballard") claims he was subjected to unlawful disability discrimination and retaliation, and other alleged wrongful employment practices, during his employment with and separation from Williamson County and, thereafter, filed a Charge Number 451-2018-02074 with the Equal Employment Opportunity Commission ("EEOC"); and

WHEREAS, Williamson County denies Ballard's allegations, denies liability, or that it is in any way responsible for his claimed damages, if any, but has offered to pay unto Terry Ballard, solely by way of compromise and settlement, and Terry Ballard has agreed to accept, by way of compromise and settlement, the following described consideration as full settlement of all claims asserted, or that could be asserted, against Williamson County whether such claims have, in fact, been asserted:

- \$68,897.86 (one (1) year's pay for an L2-12 detective);
- \$10,000.00 for attorneys' fees;
- reopen Internal Affairs investigation #18-03-0003 and state the allegations are not sustained;
- close Internal Affairs investigation #18-02-0002 without sustaining the allegations;
- support amending Ballard's Texas Commission on Law Enforcement Separation of Licensee (F-5) to "honorable;" and
- provide agreed upon factual reference letter from Chief Tim Ryle (including Ballard's positions held and evaluation ratings) (collectively, the "Settlement Proceeds").

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, Terry Ballard, 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 Settlement Proceeds described above, the receipt of which is hereby acknowledged, do hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, and any of its affiliates, parents, subsidiaries, shareholders, any and all current and former directors, officers, employees, agents, contractors representatives or other affiliated persons, the law firm of GERMER PLLC, its insurers and risk pools, the Texas Association of Counties, all persons and entities in privity with the foregoing, and any other person or entity, though not named herein ("Released Parties"), who may be legally liable to me, or against whom claims could have been asserted by me, as a result of my employment with or separation from Williamson County, 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. I intend this Release and Indemnity Agreement 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 and Indemnity 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 Release and Indemnity 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 Release and Indemnity Agreement, I reserve no claims against anyone, whether named or unnamed, arising out of my employment with or separation from 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 or separation from Williamson County. This is a Release and Indemnity Agreement of all who may or could in any way be liable to me as a result of my employment with or separation from Williamson County.

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 SETTLEMENT PROCEEDS I AM RECEIVING IN EXCHANGE FOR THIS RELEASE. I AM ALSO RESPONSIBLE FOR PAYING MY ATTORNEYS' FEES OUT OF THE SETTLEMENT PROCEEDS OF THIS.

I FURTHER AGREE TO WITHDRAW MY CHARGE OF DISCRIMINATION FILED WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (CHARGE NO. 451-2018-02074), 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 FURTHER SPECIFICALLY AGREE TO TAKE WHATEVER STEPS ARE NECESSARY TO CONFIRM THAT MY CHARGE OF DISCRIMINATION FILED WITH THE EEOC HAS BEEN WITHDRAWN. I UNDERSTAND AND AGREE THAT THIS SETTLEMENT IS CONTINGENT UPON THE EEOC RELEASING ITS INTEREST IN MY CHARGE AND DISMISSING MY CHARGE, AND THAT WILLIAMSON COUNTY IS UNDER NO OBLIGATION TO FUND THIS SETTLEMENT IF THE EEOC FAILS OR REFUSES TO DISMISS MY CHARGE.

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 and Indemnity Agreement 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 and Indemnity 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 by virtue of the incidents and damages described.

SETTLEMENT PROCEEDS

The settlement proceeds are as follows:

- \$13,779.57, made payable to Terry Ballard, as compensation for past and future wage loss;
- \$55,118.29, made payable to Terry Ballard, as compensation for non-economic damages;
- \$10,000.00 made payable to Law Offices of Kell A. Simon, for attorneys' fees and expenses;
- reopen Internal Affairs investigation #18-03-0003 and state the allegations are not sustained;
- close Internal Affairs investigation #18-02-0002 without sustaining the allegations;
- support amending Ballard's Texas Commission on Law Enforcement Separation of Licensee (F-5) to "honorable;" and
- provide agreed upon factual reference letter from Chief Tim Ryle (including Ballard's positions held and evaluation ratings).

Williamson County will fund the settlement and complete the remainder of the settlement proceeds within fourteen (14) days after it receives this fully executed Release and Indemnity Agreement and Ballard has dismissed his Charge of Discrimination with the EEOC.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, I expressly represent that I have not incurred any medical treatment associated with my claims in this lawsuit, and, therefore, no medical treatment related to my claims has been paid by Medicare. I further represent that any Special Needs Trust

or Medicare Set Aside (MSA) (which I and my attorney contend is inapplicable) 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 and Indemnity Agreement 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 Release and Indemnity Agreement is performable in Williamson County, Texas.

CONFIDENTIALITY AGREEMENT:

I further agree to keep the terms of this settlement confidential, and not disclose the terms of this settlement to any third party, except to our accountant, financial advisors, or as compelled by law or that might be necessary to fulfill our obligations to pay any state or federal taxes arising from this settlement. I further agree that I shall not publish the fact or terms of this settlement in any press release, newspaper, publication, or any publicly available or disseminated media publications. I agree that one hundred dollars (\$100.00) of the consideration for this settlement agreement is consideration for this confidentiality provision.

AGREEMENT TO NOT REAPPLY FOR EMPLOYMENT:

I agree to not reapply for employment with Williamson County or the Williamson County Sheriff's Office.

NEUTRAL REFERENCE:

Williamson County agrees to provide a neutral reference of employment for Ballard upon receiving a request for reference. The reference shall include only Ballard's last position held and dates of employment.

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.

[SIGNATURE PAGE FOLLOWS]

SIGNED on this 10th day of December, 2018.

Terry Ballard
TERRY BALLARD

STATE OF TEXAS

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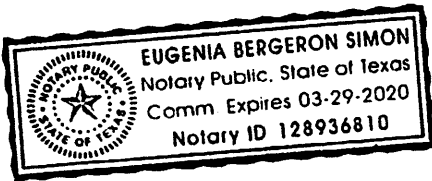
COUNTY OF Travis

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BEFORE ME, the undersigned authority, personally appeared **Terry Ballard**, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Release and Indemnity Agreement, and acknowledged to me that he executed the same, in the capacities therein stated, and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 10th day of December, 2018.



Eugenia Bergeron Simon
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 03/29/2020

ATTORNEY'S CERTIFICATE

I certify that I am the attorney representing Claimant Terry Ballard with respect to the above-described Charge. I have read the foregoing Release and Indemnity Agreement and have fully explained it to Claimant and the legal effect thereof, and after such explanation, he is fully satisfied to release his claims.

Kell A. Simon
Kell A. Simon
Law Offices of Kell A. Simon