

RELEASE AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, Erik Olmeda ("Olmeda") claims he was subjected to race discrimination, national origin discrimination, retaliation, and other alleged wrongful employment practices during his employment with and separation from Williamson County, and, thereafter, filed suit in the County Court at Law Number 4, for Williamson County, Texas; Cause No. 18-0764-CC4; styled *Erik Olmeda v. Williamson County, Keith Geer and Texas Workforce Commission* (the "Lawsuit") to recover for alleged damages, injuries, and expenses; and

WHEREAS, the County and Keith Geer (collectively the "County") deny Olmeda's allegations, deny liability, and deny that they are any way responsible for Olmeda's alleged damages, if any, but has offered to pay unto Olmeda, solely by way of compromise and settlement, and Olmeda has agreed to accept, solely by way of compromise and settlement, the total sum of **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)**, as full settlement of all claims asserted, or that could be asserted, against the County whether such claims have, in fact, been asserted.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, Erik Olmeda, on behalf of myself and my heirs, assigns, administrators, executors, legal representatives, beneficiaries and estates, and assigns (and in all capacities we have filed this suit against the Released Parties), and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)**, the receipt of which is hereby acknowledged, do hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Keith Geer and Williamson County, Texas, and any and all of its employees, agents, elected officials, and any other representatives of Williamson County, Texas, its insurers and risk pools (including the Texas Association of Counties), the law firm of GERMER PLLC, and any and all other affiliated persons, predecessors, firms, associations, insurers, attorneys, limited partnerships or corporations, and each of their representatives, heirs, successors and assigns, agents, officers, indemnitors, and each of them, and all persons and entities in privity with the foregoing (the "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 the County including, but not limited to, any claims of harassment, retaliation, wrongful termination, and any form of unlawful discrimination (race, gender, national origin, 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 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 reserves 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 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 ATTORNEY'S FEES) THE 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 UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF THE INCIDENT MADE THE BASIS OF THIS LAWSUIT.

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

FOR THIS RELEASE. I AM ALSO RESPONSIBLE FOR PAYING MY ATTORNEY'S FEES, IF ANY, OUT OF THE PROCEEDS OF THIS SETTLEMENT.

In entering into this Agreement, 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 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 Agreement.

Only the consideration stated herein has been paid or 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 by virtue of the incidents and damages described.

SETTLEMENT PROCEEDS:

The Settlement Proceeds are as follows:

- \$2,100.00, made payable to Erik Olmeda, less applicable withholdings, as compensation for wage loss; and
- \$1,400.00, made payable to M. Engin Derkunt, for attorneys' fees and expenses.

Williamson County will fund the settlement within ten (10) days after: it receives this fully executed Agreement, the necessary W-9s and W-4s, and payment instructions; the Williamson County Commissioners' Court approves the settlement; and Olmeda has dismissed the Lawsuit described above.

SPECIAL PROVISIONS:

The settlement is contingent upon obtaining the Williamson County Commissioners' Court approval.

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.

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 the incident made the subject of this suit, whether known or unknown, against the Released Parties, 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 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, other than any interest my attorneys may have.

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 the Released Parties may 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.

CONFIDENTIALITY AGREEMENT:

I further agree that the existence of this Agreement, its contents, and any negotiations about this Agreement or the claims asserted in the above-referenced cause of action, are to be held in absolute confidence and are not to be disclosed to any third party, except to our accountant, financial advisors, or as compelled by law, or that might be necessary to fulfill my obligations to pay any state or federal taxes arising from this Agreement. I further agree that I shall not publish the fact or terms of this Agreement in any press release, newspaper, publication, or any publicly available disseminated media publications. I agree that \$100.00 of the consideration for this Agreement is consideration for this confidentiality provision.

NON-DISPARAGEMENT:

I agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Williamson County, Texas, and any and all of its employees, agents, elected officials, and any other representatives of Williamson County, Texas. I acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, employees (past and present), and clients.

REVOCATION:

Plaintiff acknowledges that he is knowingly and voluntarily waiving and releasing rights he may have under the Age Discrimination in Employment Act (ADEA), the Texas Labor Code and the Older Workers Benefit Protection Act (OWBPA). Employee further acknowledges that he has been advised by this writing prior to signing this Release that:

- A. Plaintiff should consult an attorney before signing this Release.
- B. Plaintiff has twenty-one (21) days to consider whether he wishes to sign this Release.
- C. Even after Plaintiff signs this Release, Plaintiff has seven (7) days to revoke this Release.
- D. If Plaintiff decides to revoke this Release after Plaintiff has signed it, Plaintiff or his attorney should notify Defendant, in writing, of Plaintiff's decision to revoke this Release.
- E. If Plaintiff decides to revoke this Release, at the time he notifies Defendant of his decision, Plaintiff and/or his attorney will repay to Defendant all consideration received by Plaintiff and/or his attorney under this Release.
- F. By signing this Release, Plaintiff does not waive rights or claims that may arise after the date this Release is executed.

Plaintiff agrees that this represents valuable consideration which he is not otherwise entitled to from Defendant and serves as good and valuable consideration for the voluntary waiver and release of liability from all claims against any of the Released Parties arising out of the ADEA its amendments, the Texas Labor Code and the OWBPA.

CONTROLLING LAW:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This Agreement is performable in Williamson County, Texas.

AGREEMENT TO NOT REAPPLY FOR EMPLOYMENT:

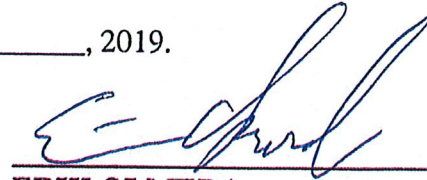
I agree to not reapply for employment with Williamson County. This Agreement, however, does not affect any right I may have to be a candidate for any elected office.

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 Agreement may be used as originals.

[SIGNATURE PAGE FOLLOWS]

SIGNED this 22nd day of August, 2019.



ERIK OLMEDA

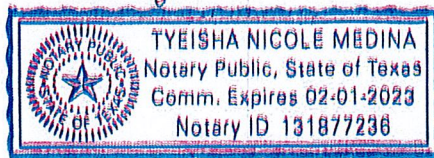
THE STATE OF TEXAS

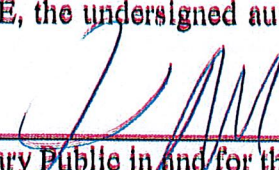
COUNTY OF Webb

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BEFORE ME, the undersigned authority, on this day personally appeared Erik Olmeda, known to me 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.

22nd day of August, 2019.




Notary Public in and for the State of Texas
My Commission Expires: 02-01-2023

ATTORNEY'S CERTIFICATE

I certify that I am the attorney of record for the Plaintiff, Erik Olmeda in the above-described lawsuit. I have read the foregoing Release and Indemnity Agreement to him and have fully explained it to him and the legal effect thereof, and after such explanation, he is fully satisfied to release his claims against Williamson County.


M. Engin Derkunt
Attorney at Law

ADDENDUM

The foregoing revised version of the RELEASE corrects the typographical errors seen on page 3 of the previous version (regarding the distribution of the proceeds).



August 28, 2019

