

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

HERMANN CRISP,  
*Plaintiff,*

v.

WILLIAMSON COUNTY, TEXAS and  
THE CITY OF GEORGETOWN, TEXAS,  
*Defendants.*

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CIVIL ACTION No. 1:15-cv-431

JURY DEMANDED

SETTLEMENT AGREEMENT AND RELEASE

Williamson County, Texas, has entered into a final written agreement with Hermann Crisp to resolve all disputes regarding the occurrences which form the basis of civil action 1:15-cv- 431-LY; *Hermann Crisp v Derrick Dutton, James Briggs, Jason Badder, Jerod Morris, Brian Etzhorn, Terry Ballard, Williamson County, Texas and the City of Georgetown, Texas*; in the United States District Court of the Western District of Texas, Austin Division.

Under this agreement, Hermann Crisp, hereinafter referred to as the RELEASING PARTY, in consideration of an agreement by Williamson County, Texas, to pay the total sum of five thousand dollars, (\$5,000.00) to the RELEASING PARTY through his attorney Broadus Spivey, the receipt and sufficiency of which the RELEASING PARTY hereby acknowledges and confesses, has this day RELEASED, ACQUITTED AND FOREVER DISCHARGED Williamson County, Texas, its current and former employees, volunteers, elected and appointed officials, servants, governmental risk pools, agents, counsel and assigns, in all capacities, including but not limited to Jason Badder, Derrick Andrew Dutton, James Briggs, Jerod Morris, Brian Etzhorn, Terry Ballard, Craig Scott Gripentrog, Tony Carter, James Wilson, and Michael Gleason, hereinafter referred to as the RELEASED PARTIES, from all claims, demands, actions and causes

of action of whatsoever character or nature, whether in contract, tort or by statute or common law, known or unknown, including any claims under the United States or Texas Constitutions, statutes, or common law, which have or shall ever accrue to the RELEASING PARTY arising out of or resulting from the events involving the RELEASING PARTY which occurred during the occurrences which form the basis of civil action 1:15-cv-431-LY; *Hermann Crisp v Derrick Dutton, James Briggs, Jason Badder, Jerod Morris, Brian Etzhorn and Terry Ballard, Williamson County, Texas and the City of Georgetown, Texas* in the United States District Court of the Western District of Texas, Austin Division.

For the aforesaid consideration, the RELEASING PARTY agrees to file a stipulation of dismissal of all claims asserted based on the events involving the occurrences which form the basis of civil action 1:15-cv-431-LY; *Hermann Crisp v Derrick Dutton, James Briggs, Jason Badder, Jerod Morris, Brian Etzhorn and Terry Ballard, Williamson County, Texas and the City of Georgetown, Texas* in the United States District Court of the Western District of Texas, Austin Division, and RELEASING PARTY further agrees not to again assert a claim against any of the RELEASED PARTIES based on the events involving the occurrences which form the basis of that civil action. It is distinctly understood and agreed by the RELEASING PARTY that this is a **FULL, COMPLETE, AND FINAL RELEASE** and that the sum of money above-recited is being paid to, and is accepted by, the RELEASING PARTY in **FULL COMPROMISE SETTLEMENT** of a disputed claim, and none of the RELEASED PARTIES admit any liability.

To the contrary, the RELEASED PARTIES have consistently denied liability and still deny that there is any legal liability on their part but Williamson County, Texas, is nonetheless tendering the previously recited consideration in compromise and settlement of a disputed claim to avoid

further disruption of service to the public and expense of litigation, and such payment of consideration is not an admission of liability by any of the RELEASED PARTIES.

In making this agreement, the RELEASING PARTY avers that he has not relied upon any statement or representation which is not contained within this document and he has relied solely on his own judgment and the judgment of his advisor(s) in deciding to execute this agreement and the RELEASING PARTY specifically represents that he has not relied on any statement or representation of any of the RELEASED PARTIES, except those stated in this agreement. The undersigned RELEASING PARTY has carefully read the foregoing instrument with the benefit of the assistance of counsel of his choosing and affirms by signature below that this agreement contains the entire agreement between the parties hereto, that the terms of this instrument are contractual and are not mere recitals and the undersigned knows the specific contents and effects hereof and the RELEASING PARTY executes this **COMPLETE AND FINAL RELEASE** of the RELEASED PARTIES of RELEASING PARTY'S own free will and as his own acts and deeds.

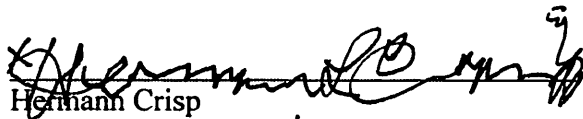
The RELEASING PARTY hereby warrants and represents and declares that he has made no claim for social security disability benefits, is not appealing or re-filing for social security disability benefits.

The RELEASING PARTY agrees he is solely responsible for medical and other related expenses and any related liens stemming from any injury he sustained during the occurrences which form the basis of this agreement. As further consideration for the payments set forth above, the RELEASING PARTY expressly agree to INDEMNIFY and HOLD HARMLESS the RELEASED PARTIES hereby from any claims from any health care provider or Medicare

The RELEASING PARTY is the sole owner of any claim(s) which has been asserted by him and that such claim(s) have not been assigned, encumbered, transferred, pledged or otherwise in any manner whatsoever sold or transferred, either by written instrument or otherwise, to a third person or entity.

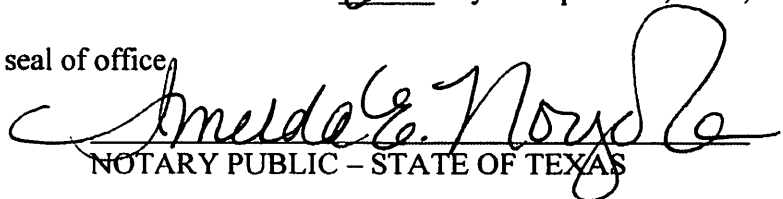
The RELEASING PARTY represents and warrants that he is competent and has the authority to enter into this agreement.

Executed this 6<sup>th</sup> day of September, 2019.

  
Hermann Crisp

BEFORE ME, the undersigned authority on this 6<sup>th</sup> day of September, 2019, personally appeared Hermann Crisp, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this settlement agreement and release was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 6<sup>th</sup> day of September, 2019, to certify which witness my hand and seal of office.

  
NOTARY PUBLIC – STATE OF TEXAS

