

SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, Anthony Carter claims he was wrongfully terminated and subjected to unlawful discrimination and retaliation because of his alleged disability, race and the exercise of his rights under the Family and Medical Leave Act (FMLA) relating to his employment with and separation from Williamson County and, thereafter, filed Charge Number 451-2019-03927 with the Equal Employment Opportunity Commission ("EEOC"); and

WHEREAS, Williamson County denies Anthony Carter's allegations, and denies liability or that it is in any way responsible for his claimed damages, if any, but has offered to pay unto Anthony Carter, solely by way of compromise and settlement, and the said Anthony Carter has agreed to accept, by way of compromise and settlement, the total sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$150,000.00)**, as full settlement of all claims asserted or that could be asserted against Williamson County whether such claims have in fact been asserted.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, Anthony Carter ("Carter"), 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 **ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$150,000.00)**, to be paid as described above, the receipt of which is hereby acknowledged, does hereby enter into this agreement ("Agreement") and **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, any and all of its employees, elected officials, agents, and any other representatives of Williamson County, the Texas Association of Counties, the law firm of GERMER PLLC, 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, 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 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.

I, ANTHONY CARTER, 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 BY THROUGH OR UNDER ME OR BASED UPON ANY LIEN OR SUBROGATION INTEREST.

I FURTHER AGREE TO ACCEPT RESPONSIBILITY FOR PAYING MY SHARE OF ANY APPLICABLE TAXES ON THE CONSIDERATION I AM RECEIVING IN EXCHANGE FOR THIS AGREEMENT. I AM ALSO RESPONSIBLE FOR PAYING MY ATTORNEYS' FEES, IF ANY, OUT OF THE PROCEEDS OF THIS SETTLEMENT.

I FURTHER AGREE TO WITHDRAW MY CHARGE OF DISCRIMINATION FILED WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (CHARGE NO. 451-2019-03927), AND TO WITHDRAW ANY OTHER COMPLAINTS, CHARGES, OR REPORTS REGARDING WILLIAMSON COUNTY THAT I HAVE MADE TO ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCIES, (THIS PROVISION IS NOT INTENDED TO INCLUDE ANY CLAIM FOR UNEMPLOYMENT BENEFITS THAT WAS FILED WITH THE TEXAS WORKFORCE COMMISSION). 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 THERE IS 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 have relied fully upon my knowledge and information as to the extent and duration of the damages and expenses received, and that I have not been influenced by any representations made by or on behalf of the Williamson County. I acknowledge that it is possible that I may subsequently incur, discover, develop, or sustain damages or expenses 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 cover such future damages or expenses which I may incur, discover, develop, or sustain. I further represent that my attorney has explained the terms and effect of this Agreement to me, and that understanding such terms, I desire to accept same and enter into 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 damages and expenses described.

I UNDERSTAND THAT I WILL RECEIVE NO MORE MONEY THAN THAT LISTED ABOVE FROM WILLIAMSON COUNTY OR TEXAS ASSOCIATION OF COUNTIES AS A RESULT OF THE INCIDENT DESCRIBED ABOVE.

ASSIGNMENT OF CLAIMS:

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 Agreement.

FUNDING AND CHARACTERIZATION OF SETTLEMENT PROCEEDS

Williamson County shall fund the settlement within fourteen (14) days after: it receives this fully executed Agreement, signed W-9s, confirmation of dismissal of Carter's charge, and payment instructions;

The parties further agree and acknowledge that the settlement proceeds are characterized as follows:

1. \$50,000.00 as compensation for past and future wage loss;
2. \$50,000.00 as compensation for non-economic damages;
3. \$50,000.00 as compensation for attorney fees and expenses.

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 Agreement. 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.

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 NOT TO REAPPLY FOR EMPLOYMENT:

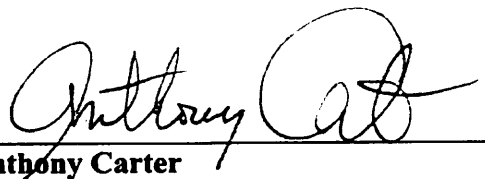
I agree to not reapply for employment with Williamson County, or any affiliated companies, during the time that Robert Chody is the Sheriff of Williamson County. Nothing in this agreement shall preclude me from accepting employment with Williamson County after Robert Chody has concluded his term as the Sheriff of Williamson County.

COPIES MAY BE USED AS ORIGINALS:

The Parties agree that upon full and complete execution of this instrument, photocopies of the executed Agreement may be used as originals.

CAUTION: BEFORE SIGNING, READ THIS DOCUMENT CAREFULLY AND ASK YOUR LAWYER TO EXPLAIN ANY PART OF IT YOU DO NOT UNDERSTAND. THIS IS FULL, COMPLETE, AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS THAT WERE OR COULD HAVE BEEN ASSERTED AGAINST THE PARTIES RELEASED AND YOU WILL NOT RECEIVE ANY MORE MONEY.

Signed this 5th day of ^{ac.}~~May~~ June, 2020.


Anthony Carter

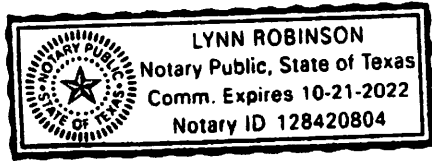
THE STATE OF TEXAS

COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, on this day personally appeared Anthony Carter, known to me to be the person whose name is subscribed to the foregoing Agreement acknowledged to me that he executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

JUNE GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5 day of
_____, 2020.



Lynn Robinson
Notary Public, State of Texas
My Commission Expires: 10.21.22

AGREED AS TO FORM:

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LAW OFFICES OF KELL SIMON

/s/ Kell A. Simon

Kell Simon