

RELEASE AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, Michael Klier ("Plaintiff") claims he was terminated in violation of the Texas Whistleblower Act ("Act"), and other alleged wrongful employment practices in connection with his employment with and separation from Williamson County ("County"), including First Amendment Retaliation; and

WHEREAS, following his termination, Plaintiff filed a Lawsuit in the 368th Judicial District Court of Williamson County, Texas Cause No. 20-1213-C368, styled *Michael Klier v. Williamson County, Texas*, (hereafter, referred to as the "Lawsuit"). Plaintiff filed this Lawsuit against Williamson County ("County") seeking recovery for actual damages, compensatory damages and attorneys' fees and costs by reason of said incident in question.

WHEREAS, Williamson County denies Claimant's allegations, denies liability, or that it is in any way responsible for his claimed damages, if any, but has offered to pay unto Claimant, solely by way of compromise and settlement, and said Claimant has agreed to accept, by way of compromise and settlement, the total sum of **FORTY EIGHT THOUSAND DOLLARS (\$48,000.00)**, as full settlement of all claims asserted, or that could be asserted, against Williamson County whether such claims have, in fact, been asserted. The County also agrees that Klier will be given credit for his prior years of service to the County with the same force and effect as if he had never been terminated and has been continuously employed by the County since his initial first date of employment, and will be credited with 275 hours of sick pay and 19 hours of vacation upon his re-employment.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, Michael Klier, and on behalf of my heirs, assigns, administrators, legal representatives, and all persons claiming by, through or under me, for good and valuable consideration, including the total sum of **FORTY EIGHT THOUSAND DOLLARS (\$48,000.00)**, and the restoration of service, sick pay and vacation pay, 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, 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 application for employment with 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 wrongful termination, false imprisonment, unpaid wage/overtime claims, 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 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. THE DUTY TO IDEMNIFY, DEFEND AND HOLD HARMLESS IS LIMITED TO FORTY EIGHT THOUSAND DOLLARS (\$48,000.00) AND KLIER AND RELEASING PARTIES SHALL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS FOR ANY AMOUNT EXCEEDING THE FORTY EIGHT THOUSAND DOLLARS (\$48,000.00).

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 ATTORNEYS' FEES OUT OF THE PROCEEDS OF THIS SETTLEMENT.

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 \$48,000.00 in settlement proceeds are allocated as follows:

- \$38,000.00 made payable to Michael Klier; and
- \$10,000.00 made payable to TMPA Legal Inc.

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 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.

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 31st day of December, 2020.

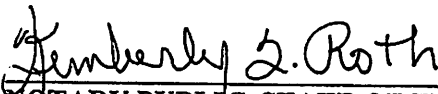


MICHAEL KLIER

STATE OF TEXAS §
 §
COUNTY OF Williamson §

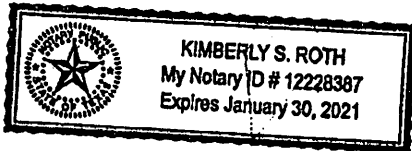
BEFORE ME, the undersigned authority, personally appeared Michael Klier, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Release and Indemnity Agreement, and acknowledged to me that he executed the same, in the capacities therein stated,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

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 31st day of December, 2020.



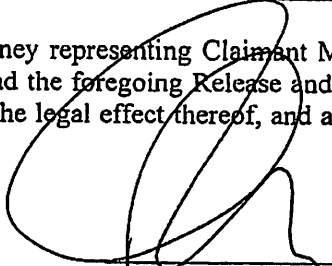
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 1-30-2021



ATTORNEY'S CERTIFICATE

I certify that I am the attorney representing Claimant Michael Klier 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.



Randall D. Moore
THE LAW OFFICE OF RANDALL D. MOORE,
P.L.L.C.