

**RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT**

RECITALS:

WHEREAS, on or about July 3, 2019, Plaintiff Brian Johns ("Plaintiff") separated employment from the Williamson County Sheriff's Office. Mr. Johns thereafter asserted claims against Williamson County ("County Defendant") under the Texas Whistleblower Act ("the Act"), and other alleged wrongful employment practices; and

WHEREAS, Plaintiff filed a Lawsuit in the 53rd Judicial District Court of Travis County, Cause No. D-1-GN-19-005511, styled *Brian Johns v. Williamson County, Texas*, (hereafter, referred to as the "Lawsuit");

WHEREAS, the County Defendant denies Plaintiff's allegations, and denies liability and that it is in any way responsible for Plaintiff's alleged damages, if any, but has offered to pay unto the Plaintiff, solely by way of compromise and settlement, and Plaintiff has agreed to accept, solely by way of compromise and settlement, the total sum of **ONE HUNDRED AND THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)** ("Settlement Amount"), as full settlement of all claims asserted or that could be asserted in the Lawsuit, whether such claims have in fact been asserted; and

WHEREAS, after discussion with his attorneys, Plaintiff enters into this Release of All Claims and Indemnity Agreement ("Agreement") voluntarily.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, on behalf of myself and my heirs, assigns, administrators, executors, legal representatives, beneficiaries and estates, and assigns (and in all capacities I 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 **ONE HUNDRED AND THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)**, the receipt of which is hereby acknowledged, do hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, any and all of its past and current elected officials, employees, agents, and any other representatives, insurers, indemnitors, the Texas Association of Counties, attorneys, 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, who may be legally liable to us, or against whom claims could have been asserted by us, as a result of the above-described incident (hereinafter, collectively the "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 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 (excluding waiver of any worker's compensation claim), 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. This release does not in any way affect, release or discharge Williamson County, or its insurers, of or from any Worker's Compensation claim for medical bills and benefits, arising from or relating to Mr. Johns' employment with Williamson County.

I intend this Release to be as broad and comprehensive as possible and to encompass any claims that 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, incidental and consequential damages, punitive damages, penalties, fines, attorneys' fees, pre-judgment interest, financial and pecuniary damages such as medical expenses, property damage, lost wages, loss of earning capacity, loss of income, loss of inheritance, medical expenses, burial or funeral expenses, and loss of profits; intangible damages, pain and suffering, mental anguish, bystander mental anguish, distress, embarrassment, humiliation, inconvenience, disfigurement, physical impairment, reputational injuries, and loss of society, services, felicity, support, advice, counsel, love, help, solace, affection, guidance, counseling, household help, companionship and protection, comfort, inheritance, enjoyment of life, familial relationship and consortium arising from or relating to Mr. Johns' employment with or separation from Williamson County (but expressly reserving any workers' compensation claim for medical and wage benefits arising from any work related injury).

It is the intention of the Parties to this Release that the consideration stated herein fully and completely compensates Plaintiff for all injuries and damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the incident giving rise to the Lawsuit. It is Plaintiff's intention and he understands that, by this Release, he is not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the incident giving rise to the Lawsuits. In consideration herein, Plaintiff agrees to make no further claim against any of the Released Parties for any damages or injuries directly or indirectly sustained as a result of the incident giving rise to the Lawsuits.

PLAINTIFF UNDERSTANDS THAT HE WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS OR INDEMNITORS, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF THE INCIDENT MADE THE BASIS OF THE LAWSUITS.

In entering into this compromise, Plaintiff acknowledges that he relied fully upon his own knowledge and information as to the extent and duration of the alleged injuries and damages received, and that he has not been influenced by any representations made by or on behalf of the Released Parties. He acknowledges that it is possible that he may subsequently discover, develop, or sustain damages or injuries of which he is not aware at this time, or which are not foreseeable or in existence at this time, and acknowledges that this Release is intended to extend to and cover such future damages or injuries which we may incur, develop, sustain, or discover, arising from or relating to Mr. Johns' employment with or separation from Williamson County. Plaintiff further represents that his attorneys have explained the terms and effects of this Release to me, and that understanding such terms, Plaintiff desires to accept same and enter into this Release.

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 against the Released Parties which Plaintiff may have by virtue of the injuries and damages described.

SETTLEMENT AMOUNT

The Settlement Amount is made payable as follows:

- \$20,000.00, made payable to Brian Johns, as compensation wage loss, out of which the released party may make federal withholdings, at its election;
- \$82,500.00, made payable to Brian Johns, as compensation for non-economic damages; and
- \$27,500.00, made payable to TMPA Legal, Inc.,

The County Defendant will fund the settlement within fourteen (14) days after: (1) they receive this fully executed Agreement; (2) they receive W-9s for Plaintiff and each of his attorneys; (3) the Plaintiff has dismissed the Lawsuit described above; and (4) completion of the Special Provisions described below.

SPECIAL PROVISIONS

This Agreement is contingent upon obtaining the Williamson County Commissioners' Court approval.

Brian Johns is eligible to reapply for employment.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, Plaintiff expressly represents that any Special Needs Trust or Medicare Set Aside (MSA) will be funded solely by Plaintiff out of the proceeds of this settlement, and agree to be solely responsible for any future medical expenses related to his claims. Released Parties and their insurers have offered to set aside a portion of this settlement to cover future claim-related medical expenses, but Plaintiff expressly rejects any such retention of funds by the Released Parties. Plaintiff acknowledges that as a consequence of this settlement, Medicare may refuse to pay for future claim-related medical expenses.

Plaintiff assumes 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. section 1395y(b)(8). he agrees 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 this claim, including penalties, interest, and attorneys' fees. He further agrees to indemnify and hold harmless Released Parties from any cause of action against them related to our claims for Social Security benefits or any other form of government benefits, including penalties, interest and attorneys' fees. Plaintiff also expressly releases any future claims against Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

ASSIGNMENT OF CLAIMS:

Plaintiff represents that he has 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 his attorneys may have.

INDEMNITY:

I RESPECTIVELY HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD AND SAVE HARMLESS (AT MY SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND LIENS WHICH MAY BE ASSERTED AGAINST THEM AND ARISING BY, THROUGH, OR UNDER ME, RESPECTIVELY, BASED UPON ANY TAX, MEDICAL, PSYCHOLOGICAL, OR THERAPEUTIC EXPENSE, LIEN OR SUBROGATION INTEREST. NO RELEASING PARTY IS PROVIDING INDEMNITY AS TO ANOTHER RELEASING PARTY. THIS INDEMNITY OBLIGATIONS OF BRIAN JOHNS IS LIMITED TO THE AMOUNT PAID IN SETTLEMENT, \$130,000, (ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS) AND IF AND AFTER SUCH AMOUNT IS PAID IN INDEMNITY, BRIAN JOHNS ALONG WITH HIS HEIRS, ASSIGNS, ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, BENEFICIARIES, AND ESTATES, AND ASSIGNS,) IN ALL CAPACITIES IN WHICH HE HAS FILED THIS SUIT AGAINST THE RELEASED PARTIES, ALONG WITH ALL PERSONS CLAIMING BY, THROUGH OR UNDER HIM, SHALL HAVE NO FURTHER INDEMNIFICATION OBLIGATION.

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 Release 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, and this Agreement is being made without prejudice to any of the rights of the parties.

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.

COPIES MAY BE USED AS ORIGINALS:

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

[SIGNATURE PAGES FOLLOW]

SIGNED this 1st day of March, ~~2020~~ ²⁰²¹


BRIAN JOHNS

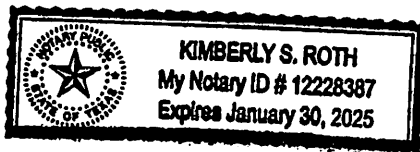
THE STATE OF Texas §
COUNTY OF Williamson §
 §

BEFORE ME, the undersigned authority, on this day personally appeared **Brian Johns** 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.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this ~~1st~~ day of March, 2021.

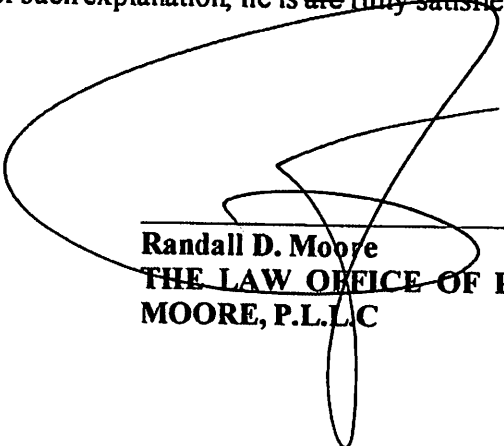

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 1-30-2025



ATTORNEY'S CERTIFICATE

I certify that I am the attorney of record for Brian Johns, 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 ~~are~~ fully satisfied to release his claims.

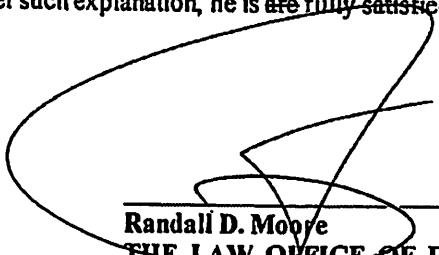


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THE LAW OFFICE OF RANDALL D.
MOORE, P.L.L.C


Robert M. McCabe
THE LAW OFFICE OF ROBERT M.
MCCABE

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