

**RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT**

RECITALS:

WHEREAS, on or about April 21, 2018, Jay Kreper ("Kreper") was arrested and transported to the Williamson County Jail for a blood draw pursuant to a warrant. Kreper claimed that Williamson County, Texas, and its current and former elected officials and employees, including Jose Arreola, Carlos Paniagua, Jakeb Busby, and Fernando Morales, violated his constitutional rights and committed other wrongs;

WHEREAS, Kreper thereafter filed a lawsuit in the United States District Court for the Western District of Texas, Austin Division, Civil Action No. 1:20-cv-255-LY, styled *Jay Kreper v. Williamson County, Sgt Paniagua, FTO Morales, Officer Busby and Jose Arreola, in their individual capacities* ("Lawsuit"). Kreper filed this Lawsuit seeking recovery for alleged damages, injuries, and expenses incurred by reason of the above-described incident;

WHEREAS, Kreper has agreed to release and dismiss all claims against Williamson County and its former and current elected officials and employees, including Jose Arreola, Carlos Paniagua, Jakeb Busby, and Fernando Morales (collectively "County Defendants"), with prejudice;

WHEREAS, the County Defendants deny Kreper's allegations, deny liability, and deny that they are in any way responsible for Kreper's alleged damages, if any, but have offered to pay unto Kreper, solely by way of compromise and settlement, and Kreper has agreed to accept, solely by way of compromise and settlement, the total sum of **Thirty-Seven Thousand Dollars & 00/100 (\$37,000.00)** ("Settlement Amount"), said sum to be full settlement of all claims asserted or that could be asserted in the Litigation against the County and County Defendants, whether such claims have in fact been asserted; and

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

RELEASE:

NOW, THEREFORE: I, Jay Kreper, and on behalf of myself and my heirs, assigns, administrators, executors, legal representatives, and beneficiaries and estates (and in all capacities I have filed the Lawsuit against the below-defined Released Parties), and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **Thirty-Seven Thousand Dollars & 00/100 (\$37,000.00)**, said sum, cash in hand paid, the receipt of which is hereby acknowledged, do hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, any and all of its past, current, and future employees, agents, elected officials, officers, and any other representatives, the County Defendants, insurers, indemnitors, the Travelers Insurance Company, 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 me, or against whom claims could

have been asserted by me, 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, any claims of negligence, gross negligence, excessive force, false arrest, false imprisonment, failure to provide proper medical care, discrimination, retaliation, constitutional tort, wrongful death, survival action, any other tort or intentional tort, and any other claim arising under the United States and Texas Constitutions, and any other constitution, statute, or common law, including but not limited to any claims under the Texas Tort Claims Act, and any claims made actionable by 42 U.S.C. § 1983.

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.

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 the above-described incident. It is my intention, and I understand that, by this Agreement, I am not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the above-described incident. In consideration herein, I agree 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 above-described incident.

I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS OR INDEMNITORS, TRAVELERS INSURANCE COMPANY, OR THE RELEASED PARTIES AS A RESULT OF THE INCIDENT MADE THE BASIS OF THE LAWSUIT.

In entering into this compromise, I acknowledge that I relied fully upon my own knowledge and information as to the extent and duration of the alleged 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 cover such future damages or injuries which I may incur, develop, sustain, or discover. I further represent that my attorneys have explained the terms and effects 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 against the Released Parties which I may have by virtue of the injuries and damages described.

SETTLEMENT AMOUNT

The Settlement Amount is made payable as follows:

- \$37,000.00, made payable to Edwards Law Group on Behalf of Jay Kreper

Travelers Indemnity Company, on behalf of Williamson County and the County Defendants, will fund the settlement within fourteen (14) days after: (1) the attorneys for the County Defendants receive this fully executed Agreement; (2) the attorneys for the County Defendants receive any necessary W-9s; (2) Kreper has dismissed the Lawsuit described above; and (3) completion of the Special Provisions described below.

SPECIAL PROVISIONS

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

This Agreement is contingent on Kreper confirming that he has searched for all possible liens against him and any such liens have been fully satisfied.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, I, Jay Kreper, expressly represent that any Special Needs Trust or Medicare Set Aside (MSA) will be funded solely by me out of the proceeds of this settlement, and 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 rejected 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. section 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 this claim, including penalties, interest, and attorneys' 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 attorneys' fees. I also expressly release any future claims against

Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

INDEMNIFICATION:

I, JAY KREPER, FURTHER 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, SUBROGATION INTERESTS, OR LIENS (INCLUDING VICTIM RESTITUTIONS) BROUGHT ON BEHALF OF ANY HEALTHCARE OR MEDICAL PROVIDER, HEALTH INSURER, WORKERS COMPENSATION CARRIER, EMPLOYEE BENEFIT PLAN, STATE OF TEXAS, ERISA PLAN, MEDICARE, MEDICAID, SOCIAL SECURITY, OR ANY OTHER PERSON, GOVERNMENT ENTITY, OR PRIVATE ENTITY FOR MONEY OR DAMAGES ALLEGEDLY OWED BY ME.

AS PART OF THE CONSIDERATION FOR THE PAYMENT OF THE SETTLEMENT AMOUNT, I HAVE AGREED TO AND HEREBY DO INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER WHICH HAVE BEEN OR WHICH HEREFTER MAY BE ASSERTED BY ANY PERSON, FIRM, OR CORPORATION WHOMSOEVER CLAIMING BY, THROUGH, OR UNDER ME FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY ME AS A RESULT OF INCIDENT DESCRIBED IN THE LAWSUIT.

ADDITIONALLY, I AGREE TO INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ANY CLAIM FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY RELATING TO THE PAYMENTS MADE TO ME UNDER THIS AGREEMENT FOR WHICH I AM LEGALLY OBLIGATED TO PAY, AS WELL AS ANY COSTS OR ATTORNEYS' FEES INCURRED IN BRINGING THE LAWSUIT. I AM NOT AGREEING TO INDEMNIFY OR HOLD HARMLESS THE RELEASED PARTIES FOR TAXES OR PENALTIES ASSESSED BY ANY TAXING ENTITY RELATED TO PAYMENTS MADE TO ME UNDER THIS AGREEMENT FOR WHICH THE RELEASED PARTIES ARE LEGALLY OBLIGATED TO PAY.

I UNDERSTAND NO RELEASING PARTY IS PROVIDING INDEMNITY AS TO ANOTHER RELEASING PARTY.

ASSIGNMENT OF CLAIMS:

In order to fully effectuate the terms and intent of this Agreement, 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 Agreement.

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, 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 or 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, and this Agreement is being made without prejudice to any of the rights of the Released 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 PAGE FOLLOW]

SIGNED this 6TH day of APRIL, 2021.


JAY KREPER

THE STATE OF TEXAS

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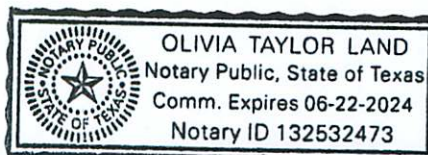
COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, on this day personally appeared **Jay Kreper**, known to me to be the person whose name is subscribed to the foregoing Release of All Claims 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

6TH day of APRIL, 2021.



NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 6/22/2024

ATTORNEY'S CERTIFICATE

I certify that I am the attorney of record for Jay Kreper in the above-described Lawsuit. I have read the foregoing Release of All Claims 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.

EDWARDS LAW


Jeff Edwards
Scott Medlock