

**AMENDED RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT**

RECITALS:

WHEREAS, Donald L. Foiles (“Foiles” or “Claimant”) claims he was terminated and retaliated against in violation of Title VII of the Civil Rights Act of 1964, the ADA as amended, ADEA, and Chapter 21 of the Texas Labor Code, and other alleged wrongful employment practices in connection with his employment with and separation from Williamson County (“County”), as alleged in his Charge of Discrimination and Narrative filed with the TWC and/or the EEOC.

WHEREAS, following his termination, Claimant filed a Charge of Discrimination with the TWC and/or the EEOC, Charge No. 450-2021-00854 (the “EEOC Proceeding”). Plaintiff seeks recovery for injunctive and equitable relief, actual damages, compensatory damages, and/or attorneys’ and expert fees and costs by reason of said incident in question.

WHEREAS, Williamson County denies Claimant’s allegations, denies liability, and denies it is in any way responsible for Claimant’s claimed damages, if any, but has offered to pay to Claimant, solely by way of compromise and settlement, and said Claimant has agreed to accept, by way of compromise and settlement, the following described consideration as full settlement of all claims asserted, or that could be asserted, against Williamson County whether such claims have, in fact, been asserted:

- 1) The total sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), made payable to Hart Law Firm, LLC, IOLTA Trust Account;**
- 2) The County will reopen Office of Professional Standards Investigations Control No. 750 and indicate that the allegations are not sustained;
- 3) The County will reopen Office of Professional Standards Investigations Control No. 849 and indicate that the allegations are not sustained (Nos. 2 and 3, collectively “OPS File Actions”);
- 4) The County will restore the following accrual benefits: longevity based on Foiles’s total years of service with the Williamson County Sheriff’s office; and
- 5) Upon receiving a request for employment reference, the County will provide a neutral reference for employment for Foiles for the employment period from the date of his initial hiring in approximately November 2000, through the date of this Agreement (“Neutral Reference”).

WHEREAS, after discussion with his attorney(s), Foiles voluntarily agrees to enter into this Amended Release of All Claims and Indemnity Agreement (“Agreement”), and in consideration of the above, Foiles agrees to release all his claims related to his employment with or separation from Williamson County, and further agrees to a dismissal with prejudice of the EEOC Proceedings.

RELEASE:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That I, Donald Foiles, 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 **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), and the above mentioned OPS FILE ACTIONS, ACCRUAL BENEFITS, and NEUTRAL REFERENCE**, 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, and 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 who, claims could have been asserted by me, as a result of my employment with or separation from 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, wrongful retaliation and any form of unlawful discrimination (race, gender, age, disability, or any other recognized protected class or characteristic), unlawful sexual harassment, 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 signed.

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 or separation from 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 or separation from 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 or separation from Williamson County. This is Release of all who may or could in any way be liable to me as a result of my employment with or separation from Williamson County.

I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS, RISK POOL, OR INDEMNITORS, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF MY EMPLOYMENT WITH OR SEPARATION FROM 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.

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.

I FURTHER AGREE TO WITHDRAW ANY COMPLAINTS, CHARGES, OR REPORTS REGARDING WILLIAMSON COUNTY THAT I HAVE MADE TO ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCIES. WHETHER OR NOT THE COURT, OR ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, GRANTS THE WITHDRAWAL OF MY CHARGES, I AGREE NOT TO PURSUE ANY CLAIMS AGAINST THE RELEASED PARTIES BASED ON MY EMPLOYMENT WITH OR SEPARATION FROM WILLIAMSON COUNTY.

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 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 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 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 AMOUNT:

The Settlement Amount is characterized as follows:

- \$13,333.33, made payable to Donald Foiles, as compensation for past and future wage loss;
- \$120,000.00, made payable to Donald Foiles, as compensation for non-economic damages;
- \$66,666.67, made payable to The Hart Law Firm, for attorneys' fees and costs; and
- The OPS File Actions, Accrual Benefits, and Neutral Reference described above.

Williamson County will fund the settlement within fourteen (14) days after: (1) it receives a fully-executed copy of this Agreement; and (2) the Special Provision below occurs.

SPECIAL PROVISION:

This Agreement is contingent upon obtaining the Williamson County Commissioners' Court approval, or this agreement is null and void.

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. 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.

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 1) an action to enforce this Agreement after the Special Provision above has been fulfilled; and 2) 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 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 Amended 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.

ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement and understanding between Claimant and Released Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No Party shall be bound by any condition, definition, warranty, or representation, other than as expressly set forth or provided for in this Agreement, or attachment or in other documentation as may be, on or after the date of execution of this Agreement. Claimant and the County acknowledge this Agreement has been negotiated by both of them and agree this Agreement should not be construed in favor of or against any Party.

TIME FOR CONSIDERATION; KNOWING AND VOLUNTARY AGREEMENT:

Foiles acknowledges that, by this paragraph, the Released Parties have advised him to consult with his attorney of record before executing this Agreement. Foiles further acknowledges that he is represented by counsel; that he has had sufficient time to consider this Agreement; that this Agreement has been read and explained to him by his attorney of record; that he fully understands the meaning and effect of his action in executing it; and that his execution of this Agreement is knowing and voluntary.

COPIES MAY BE USED AS ORIGINALS:

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

[SIGNATURE PAGE FOLLOWS]

SIGNED on this 13TH day of December, 2021.

D. Foiles
DONALD FOILES

ACKNOWLEDGEMENT

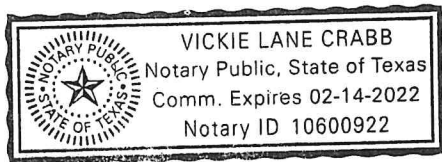
STATE OF TEXAS §
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COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Donald Foiles, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same in the capacities stated and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13TH day of December, 2021.

Vickie Lane Crabb
Notary Public in and for

The State of Texas



VICKIE LANE CRABB
Printed Name of Notary

My Commission Expires: 02/14/2022