

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement and Release Agreement (“Agreement”) is entered into by and between JANE DOE ("DOE") and COMPANY XYZ ("COMPANY") for the purpose of settling and resolving all issues and disputes between them as set forth below:

WHEREAS, DOE is the plaintiff in a lawsuit styled *JANE DOE v. COMPANY XYZ*, pending in the County Court at Law No. 999 in El Paso County, Texas under Cause No. 2019CVABC123 (hereinafter the “Lawsuit”) in which she alleged causes of action for under Chapter 21 of the Texas Labor Code;

WHEREAS, COMPANY denies the allegations made by DOE and deny that DOE is entitled to any such relief arising out of such allegations;

WHEREAS, DOE and COMPANY desire to resolve amicably any and all disputes between them without the expense of continued litigation;

NOW, THEREFORE, for the consideration set forth herein, the legal adequacy and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**1. CONSIDERATION.** In consideration for the promises and releases herein by DOE, COMPANY agrees to pay to DOE and her attorneys, ATTICUS FINCH, P.C., the total sum of \$XXXXX payable as follows:

- A. One check made payable to JANE DOE in the amount of \$XXXX, less applicable withholdings, representing alleged lost wage damages;
- B. One check in the amount of \$XXXX made out to JANE DOE representing alleged compensatory damages; and
- C. One check in the amount of \$XXXX made out to ATTICUS FINCH, P.C. representing attorney’s fees and costs

DOE acknowledges that neither she nor her attorneys are entitled to receive the consideration set forth in this paragraph in the absence of this Agreement, and that neither she nor her attorneys are entitled to receive any further payments from COMPANY (or any of the Released Parties as defined in Paragraph 2) for any reason. DOE agrees that she is responsible for the payment of any and all taxes due by her as a consequence of the payments made pursuant to the Agreement. DOE further agrees to indemnify and defend COMPANY (and Released Parties) for any and all taxes, penalties, and/or other assessments that DOE is or may become obligated to pay on account of any payments made to DOE and/or her attorneys as set forth in this Agreement. Form W-2 and 1099s will be issued in accordance with applicable law.

**2. GENERAL RELEASE OF ALL CLAIMS.** In return for the payments, promises, and undertakings of COMPANY set forth in this Agreement, DOE individually, and on behalf of her successors, heirs and/or assigns, hereby releases, acquits and forever discharges COMPANY, its affiliated and related entities, its officers, directors, managers, stockholders, agents, servants, employees, former employees, insurers, attorneys, and representatives (all of the foregoing being collectively referred to as the “Released Parties”), of and from any and all claims, demands, actions, and causes of action of every kind, nature, and description whatsoever, whether known or unknown, including, but not limited to, any and all claims under Chapter 21 of the Texas Labor Code, Chapter 451 of the Texas Labor Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, and any and all claims which were asserted or could have been asserted in the Lawsuit, as well as any and all statutory, contractual, and/or common law claims related to DOE’s employment with COMPANY. The parties intend that this release to be construed as broadly as possible.

**3. RELEASE OF CLAIMS UNDER THE ADEA.** DOE in consideration of the promises, payments, and undertakings of COMPANY set forth in this Agreement, agrees that this

Agreement constitutes a knowing and voluntary waiver of all rights or claims which she has or may have against the Released Parties arising under the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), 29 U.S.C. §§ 621 et seq., including, but not limited to, claims of age discrimination in employment and all claims of retaliation in violation of the ADEA or under any other equal employment opportunity statute. DOE and COMPANY agree that, by entering into this Agreement, DOE does not waive rights or claims under the ADEA that may arise after the date this Agreement is executed. DOE represents and warrants that COMPANY informed her that she may take up to 21 days to consider this Agreement, and that 21 days is a reasonable period of time within which to consider this Agreement and is sufficient for her to do so. DOE and COMPANY agree that for a period of 7 days following the execution of this Agreement, DOE has the right to revoke the Agreement and that to do so she must provide notice of her written revocation to COMPANY via its outside counsel, Atticus Finch and that 7 days is a reasonable period of time within which to exercise that right, should DOE choose to do so. DOE and COMPANY further agree that this Agreement shall not become effective or enforceable until the revocation period of 7 days has expired (the “Effective Date”). COMPANY advises DOE to consult with an attorney prior to executing this Agreement, and DOE represents that she has done so. DOE’s acceptance of the payment described in this Agreement at any time more than 7 days after the execution of this Agreement shall constitute an admission by DOE that she did not revoke this Agreement during the 7-day revocation period. Such acceptance shall further constitute an admission by DOE that this Agreement has become effective and enforceable.

**4. DISMISSAL OF THE LAWSUIT WITH PREJUDICE.** DOE agrees that upon execution of this Agreement and receipt of the consideration described in Paragraph 1 and/or in accordance with any requirements of the Court in which the Lawsuit is pending, she will take all action necessary to dismiss the Lawsuit in its entirety with prejudice, with each party paying its own

attorney's fees and costs. DOE understands that with this Agreement all claims she has made against COMPANY and other Released Parties will be dismissed and cannot be pursued any further.

**5. NO OTHER CLAIMS.** DOE represents and warrants that, other than the Lawsuit, she does not have on file any complaints, charges or claims against COMPANY or any other Released Party in any court or administrative forum, or before any governmental agency or entity. Nothing in this Agreement shall prohibit DOE from filing a complaint, claim, or charge with any governmental agency or from otherwise engaging in any activity protected under the law. DOE, however, waives any right to recover in a civil suit brought by any governmental agency or any other individual on her behalf.

**6. NO FUTURE EMPLOYMENT.** DOE and COMPANY acknowledge that it is their mutual intent not only to resolve all matters presently in dispute between them, but also by this Agreement to forever prevent the recurrence of any question, dispute, or claim regarding past employment or future consideration for employment of DOE by or with COMPANY. It is therefore mutually understood and agreed by the parties hereto that neither COMPANY nor any of the Released Parties shall have any obligation to hire or contract with DOE nor to consider her for hire or contract, nor to deal with her in any respect at any geographical location or place of business with regard to employment, potential employment, or contractual relationship. Accordingly, and in further consideration of the payments, promises, and undertakings of COMPANY set forth in this Agreement, DOE agrees that she will never apply for or otherwise seek employment or contractual relationship with or by COMPANY or any of the Released Parties at any time in the future, at any geographical location or place of business, and that the parties' agreement to such terms is purely contractual and is in no way discriminatory or retaliatory.

**7. NO ADMISSION OF LIABILITY.** It is expressly understood and agreed by DOE that this Agreement does not in any manner constitute an admission of any obligation, liability, or

wrongdoing by any of the Released Parties, but that the Released Parties, in fact, expressly deny any such obligation, liability, or wrongdoing. It is understood and agreed that COMPANY is entering into this Agreement in compromise and settlement of disputed claims for the sole purpose of avoiding further trouble, litigation, and expense. The parties further agree that, except to the extent necessary to enforce this Agreement, neither this Agreement nor any part of it may be used or admitted into evidence in any judicial, administrative, or other proceeding as an admission of any kind by the Released Parties.

**8. NON-ASSIGNMENT OF CLAIMS.** DOE acknowledges and warrants that she has not assigned or otherwise transferred any of the claims released by her through this Agreement, and she hereby promises to indemnify and hold harmless Released Parties with respect to any damages, costs or other injuries, including the payment of attorney's fees and costs, which might arise through the assertion of any claim released herein.

**9. CONFIDENTIALITY.** DOE acknowledges and agrees that this Agreement and its terms, including the amount and type of consideration specified above and the fact that a payment was made, shall be confidential and shall not be disclosed by her to any third party, other than her attorney, accountant and members of her immediate family, all of whom shall be informed of and be bound by this confidentiality provision. Upon execution of this Agreement, DOE and members of her immediate family will be permitted to disclose to any other third party not identified above only that DOE's lawsuit against COMPANY was resolved. DOE acknowledges and agrees that any violation or breach by her or them of this provision is a material breach of this Agreement subjecting COMPANY to irreparable harm and subjecting DOE to forfeiture of, and repayment to COMPANY, of the total sum referred to in Paragraph 1 and to a claim for legal, liquidated, and equitable damages, injunctive relief and attorney's fees resulting from such breach.

**10. ACKNOWLEDGMENTS.** DOE acknowledges and represents to COMPANY that she has read and understands the terms and effect of this Agreement, and that she fully understands the meaning and effect of his actions in executing it. In this regard, DOE specifically represents to COMPANY that:

- a. I understand that this document is much more than a receipt. IT IS A RELEASE. I am giving up every right I have against COMPANY and all persons or entities associated in any way with it including the Released Parties.**
- b. I realize that the consideration specified above is not an admission that anyone is liable to me for anything.**
- c. I am signing this Settlement Agreement and General Release because of the consideration specified above.**
- d. I am satisfied.**

**11. VOLUNTARINESS.** DOE acknowledges that she fully understands the extent and impact of the Agreement's provisions and that she has executed it voluntarily and without any coercion, undue influence, threat, or intimidation of any kind whatsoever.

**12. ENTIRE AGREEMENT.** It is understood and agreed that the terms of this Agreement are contractual and not mere recital and that there are no agreements, understandings, or representations made by COMPANY, except as expressly stated herein. This Agreement supersedes any and all prior negotiations or agreements and constitutes the entire understanding and agreement between the parties and may not be changed or modified in any way, except in writing signed by the parties.

**13. SEVERABILITY.** Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

**14. NO PRESUMPTION AGAINST DRAFTER.** This Agreement has been drafted through a cooperative effort of the parties, and no specific party shall be considered the drafter of this Agreement so as to give rise to any presumption or convention regarding construction of this document.

**15. CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the State of Texas.

**ACCEPTED, APPROVED AND ENTERED** into on the dates shown below.

Date: \_\_\_\_\_

\_\_\_\_\_  
JANE DOE

STATE OF TEXAS                    )  
COUNTY OF EL PASO            )

**BEFORE ME**, the undersigned Notary Public, on this day personally appeared JANE DOE, known to me to be the person whose name is subscribed above and acknowledged to me that she executed the foregoing Settlement Agreement and General Release voluntarily and for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Date: \_\_\_\_\_

COMPANY XYZ

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_