

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into by and between Glenda Cowling ("Cowling"), and the City of Lake Dallas, its past and present agents, councilmen, elected officials, ostensible agents, representatives and employees (collectively referred to as the "City"). Cowling and the City (collectively referred to as the "Parties") agree as follows:

1. Glenda Cowling, as Plaintiff, filed a Charge of Discrimination with the Texas Workforce Commission ("TWC") and/or the Equal Employment Opportunity Commission ("EEOC") (hereinafter the "Complaint") on or about March 24, 2021, naming the City of Lake Dallas as the party who allegedly discriminated against her. Cowling complained of the City alleging, among other things, discrimination due to age and disability, and retaliation, in violation of AMERICANS WITH DISABILITIES ACT ("ADA"), AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA"), and TEXAS LABOR CODE (collectively referred to as the "Charge").

2. This Agreement shall not in any way be construed as an admission of liability by any Party hereto or as an admission against interest by any Party.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and will bind Cowling, and her heirs, estate, successors and assigns, as well as the other Parties and their successors, assigns, agents, councilmen, elected officials, ostensible agents and employees. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

4. The Parties acknowledge that they are settling the dispute solely to avoid the difficulty, expense and uncertainty of further potential litigation. The Parties understand and agree that this Agreement is a settlement and compromise of disputed claims. The Parties recognize that by entering into this Agreement, the City does not admit, and specifically denies, any violation of any constitutional, federal, state, local, or municipal law, statutory, common law, or otherwise. This Agreement shall not in any way be construed as an admission of liability by the City.

5. In exchange for the execution of this Agreement and dismissal of the Charge and/or Complaint (as described below), the City will pay the total sum of THIRTY-EIGHTY THOUSAND AND NO/100 DOLLARS (\$38,000.00) (referred to as the "Payment") by check to Glenda Cowling and Kilgore & Kilgore PLLC, her attorney. The City agrees to transmit the Payment within fourteen (14) days following both: (1) Plaintiff's return of signed final settlement documents to Defendant's counsel including a Form W9 and check drafting instructions; and (2) the dismissal by the EEOC and, if applicable, the Texas Workforce Commission, of all proceedings related to Plaintiff's Charge of Discrimination as more fully described in paragraph 4 below; provided, on or before the 7th day after signing and returning said documents to Defendant's counsel, Plaintiff has not revoked such final settlement documents pursuant to applicable provisions of the ADEA, as amended. The 14-day period contemplated in this paragraph does not begin to run until the date that the latter of these two events has occurred.

6. Cowling and/or Kilgore & Kilgore PLLC will be responsible for the payment of taxes, if any, owed on the payment described in paragraph 5.

7. In consideration of the Payment by the City pursuant to paragraph 5 above and the consideration stated in paragraph 8 below, Cowling covenants and agrees to the following:

- a. Cowling agrees to resign from her employment with Defendant effective May 17, 2021, for the purposes of the American Rescue Plan Act of 2021 only, and the parties further agree that Cowling's last date of employment with the City is May 17, 2021, and that all benefits of Cowling under any employee benefit plan of Defendant will terminate on Cowling's last date of employment which is May 17, 2021;
- b. Cowling forever and unconditionally releases and holds harmless the City of Lake Dallas and its past and present officers, directors, trustees, agents, employees, attorneys, councilmen, elected officials, representatives, predecessors, successors, assigns, TMLIRP, Gerald Bright, David Craft and Walker Bright PC, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which have been asserted or could be asserted in the Complaint, including but not limited to:
 - any claims under Title VII of the CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE CIVIL RIGHTS ACT OF 1991;
 - claims under 42 U.S.C. SECTIONS 1981 OR 1983;
 - claims under the TEXAS LABOR CODE;
 - claims under the TEXAS PAYDAY LAW;
 - claims for retaliation;
 - claims under the TEXAS WHISTLEBLOWER ACT;
 - claims under Title 5, Chapter 554 of the TEXAS GOVERNMENT CODE;
 - claims under the AGE DISCRIMINATION IN EMPLOYMENT ACT;
 - claims under the AMERICANS WITH DISABILITIES ACT;
 - claims under the FAIR LABOR STANDARDS ACT;
 - claims under the FAMILY AND MEDICAL LEAVE ACT;
 - claims under the TEXAS COMMISSION ON HUMAN RIGHTS ACT;
 - claims under the EMPLOYEE RETIREMENT INCOME SECURITY ACT;
 - claims under the EQUAL PAY ACT;
 - claims under the Texas Constitution;
 - any claims for wages, employee benefits, vacation pay, severance pay, 401(k), pension or profit sharing benefits, employer-sponsored health or welfare benefits, bonus compensation, commissions, deferred compensation or other remuneration, and any claims under any other law that otherwise prohibits discrimination (including without limitation, claims of discrimination based on sex, gender, race, religion, national origin, disability and sexual orientation, harassment, hostile work environment, and gender discrimination);


Cowling Initials

- any claims with respect to breach of contract (express and, or implied), including but not limited to claims arising under any alleged employment agreement;
- any claims for wrongful termination, intentional or negligent infliction of emotional distress, negligence, interference with contractual or advantageous business relations, loss of consortium, invasion of privacy, defamation, payment of debts, costs and expenses, attorneys' fees and other damages;
- any other claims in any way relating to the allegations in the Charge and/or Glenda Cowling's employment with the City, whether known or unknown, accruing on or before the date Glenda Cowling executes this Agreement.

Provided, however, that the foregoing release does not apply to any vested benefits of Cowling under any employee benefit plan of the City or any law (with the exception of the American Rescue Plan Act of 2021) applicable to continuation or conversion of benefits.

- c. Cowling further agrees that she shall indemnify and hold harmless the City (including its past and present officers, directors, trustees, agents, employees, representatives, councilmen, elected officials, predecessors, successors, assigns) from any and all liability or damages from claims brought by Cowling or anyone claiming by, through or under Cowling as a result of Cowling's employment with the City or as a result of the Complaint and/or the Charge (collectively "Cowling's Claims"). Cowling's Claims include claims for employment discrimination, violations of the ADA, ADEA, retaliation, all claims released in paragraph 7. a. above, and future damages. Cowling's Claims include those aforementioned claims which may have existed prior to, or contemporaneously with, the execution of the Agreement, or subsequent to the execution of the Agreement, if those claims arise out of the City's conduct that occurred before Cowling's execution of the Agreement.
- d. Cowling further agrees that she will withdraw the Charge and/or the Complaint against the City and will request that the TWC and/or the EEOC dismiss the Charge and/or the Complaint, and authorizes Kilgore & Kilgore PLLC, Cowling's attorneys, to withdraw and request that the TWC and/or the EEOC dismiss of the Charge and/or Complaint concurrently with the execution of the Agreement.
- e. Cowling knowingly and voluntarily waives all rights under the AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 ("ADEA") which pertain to allegations of age discrimination although not specified or alleged in Cowling's Charge. Federal law provides that Cowling may have twenty-one (21) days from receipt of this Agreement to review and consider this Agreement before signing it. Cowling further understands that she may use


Cowling Initials

as much of this twenty-one (21) day period as she wishes prior to signing and delivering this Agreement. Federal law further provides that Cowling may revoke this Agreement within seven (7) days of Cowling's signing and delivering it to her counsel, who will immediately forward it to counsel for the City. Pursuant to federal law, Cowling is advised to consult with an attorney before signing this Agreement.

In addition to the Payment described in paragraph 5, and in exchange for the execution of this Agreement and dismissal of the Charge and/or Complaint, the City agrees to deliver to Cowling her final paycheck and accrued leave through the last day of her employment with the City, which the Parties agree is May 17, 2021, in accordance with the City's applicable policies. Cowling also acknowledges and agrees that the City does not owe her any unpaid wages or additional compensation, leave, benefits or payments whatsoever, except as agreed to in Paragraphs 5 and 7(e) of this Agreement.

8. A breach of any term of this Agreement shall give the other Party the right to seek monetary damages and other relief for such breach. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees as a part of its costs.

9. This Agreement may be signed in multiple counterparts, each of which shall be an original and all of which together shall be one instrument. A facsimile, photocopy, or other reproduction of this Agreement or a signature on it shall be as effective as the original Agreement or signature.

10. The provisions of this Agreement are severable. If one or more provisions are determined to be invalid, illegal, or otherwise unenforceable in whole or in part, the remaining provisions, and any partially enforceable provisions, shall be binding and enforceable.

11. It is understood and agreed by the Parties that this Agreement is a general release, intended to be full and complete without limitation. This Agreement contains the entire agreement between the Parties relating to matters within its scope and constitutes the extent of the monetary consideration and any other consideration for the release contained herein. The terms of this Agreement are contractual and not mere recitals.

12. Each Party will bear his or its own costs and attorneys' fees incurred as a result of the dispute made the basis of the Charge and/or arising out of Cowling's employment with the City.

13. By her signature below, Cowling confirms that she: (a) is competent to enter into this Agreement and has read and understands this Agreement carefully and completely; (b) has been informed of her right to consult with legal counsel, has had ample opportunity to do so, and has in fact done so; and (c) understands and knowingly and voluntarily agrees to the terms, conditions, and waivers set forth in this Agreement.


Cowling Initials

14. This Agreement constitutes the entire understanding and agreement of the Parties hereto. This Agreement can be modified or revoked only by the express written consent of the Parties hereto, except for the revocation rights enjoyed by Cowling under the ADEA.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS BY COWLING.

IN WITNESS OF THIS AGREEMENT, Glenda Cowling has signed below.

Executed this 23 day of JUNE, 2021.

Glenda Cowling
GLEND A COWLING

STATE OF TEXAS

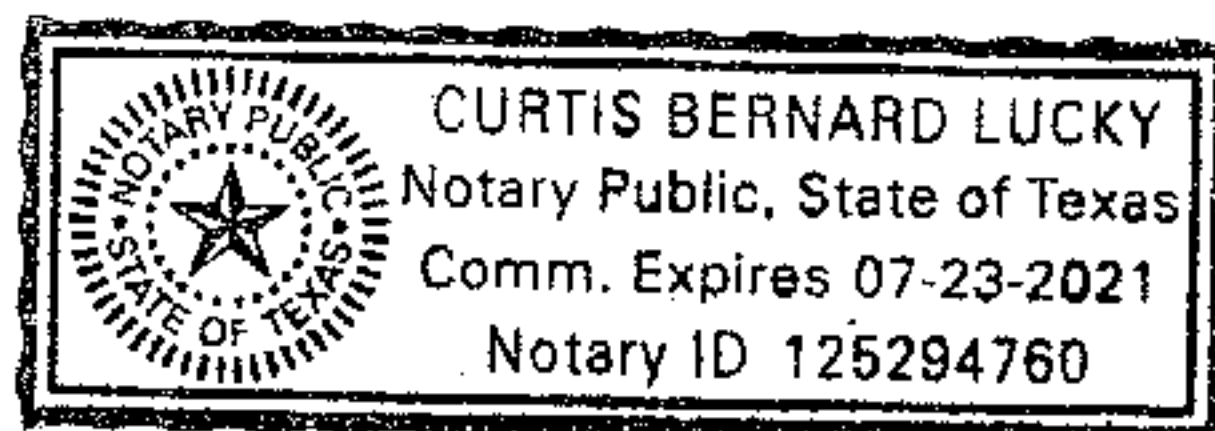
COUNTY OF Denton

§
§
§

BEFORE ME, the undersigned authority on this day personally appeared Glenda Cowling, who, being duly sworn upon her oath stated that she is over the age of eighteen (18), that she is of sound mind and fully competent to make this affidavit and acknowledgment; that the statements contained in the foregoing Settlement and Release Agreement are within her personal knowledge and are true and correct, and that she executed the foregoing instrument for the purposes and consideration therein expressed.

Glenda Cowling
Glenda Cowling

SUBSCRIBED AND SWORN TO before me this 23 day of JUNE, 2021.



C. B. Lucky
Notary Public, State of Texas