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February 5, 2025

Honorable Mark Henry  
Honorable County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

Re: Claim for damages: Motor Vehicle Accident  
Claimant: Marvin A. Centeno Zavala  
Amount: \$3,528.02  
Date of Incident: August 12, 2024

Gentlemen:

This is a case involving a Galveston County Road and Bridge Employee who struck an unattended legally parked vehicle owned by Marvin A. Centeno Zavala damaging the tailgate of his 2024 Chevy Silverado Heavy Duty. Mr. Centeno Zavala is requesting \$3,528.02 for damages based on an estimate he received from Pro Layer Coating.

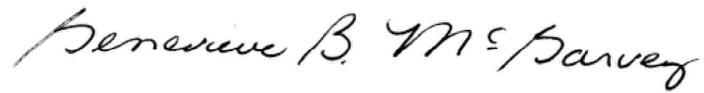
We reviewed the Vehicle Damage Report, the photos, and spoke with Mr. Centeno Zavala. This is a case of clear liability.

We also reviewed the repair estimate and compared the pricing to other available pricing to confirm the reasonableness of the estimate. Please note that Mr. Centeno Zavala is not requesting costs of a rental car while his car is in the shop.

We are recommending the Commissioner's Court approve this settlement for Marvin A. Centeno Zavala's claim. Marvin A. Centeno Zavala has signed a release subject to your approval.

Should you have any questions, please do not hesitate to contact me at 409-795-2032.

Very truly yours,

A handwritten signature in cursive script that reads "Genevieve B. McGarvey". The signature is written in black ink and is positioned above the printed name.

Genevieve B. McGarvey

JWD/GBM

**WAIVER, RELEASE, AND SETTLEMENT AGREEMENT**

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I, Marvin A. Centeno Zavala, allege sustaining property damage and/or bodily injury on or about August 12, 2024, caused, in whole or in part, by the alleged negligence of the County of Galveston ("Galveston County, Texas"). This Release and Settlement Agreement ("Release") is made to compromise and to settle any and all disputed claims between the PARTIES.

M.C.

**AGREEMENT IS SUBJECT TO APPROVAL OF GALVESTON COUNTY COMMISSIONERS THROUGH A FORMAL VOTE IN AN OPEN MEETING**

**DEFINITIONS**

**1.1** Whenever the phrase "RELEASOR" is used herein, it means Marvin A. Centeno Zavala, individually, his heirs, executors and/or administrators, successors and assigns, servants, agents, legal representatives, and insurers.

**1.2** Whenever the phrase "RELEASEE" is used herein, it means Galveston County, Texas, its Commissioners, Boards, Departments, successors and assigns, servants, agents, employees, legal representatives, and attorneys.

**1.3** Whenever the phrase "PARTIES" is used herein, it means Marvin A. Centeno Zavala and Galveston County, Texas.

**1.4** Whenever the phrase "OCCURRENCE IN QUESTION" OR "INCIDENT IN QUESTION" is used herein, it means the motor-vehicle accident that occurred on or about August 12, 2024, in Galveston County, Texas that involved a Galveston County Road and Bridge Employee at a fueling station at the Road and Bridge Facility located at 5115 HWY 3, Dickinson, Texas 77539.

**CONSIDERATION**

**2.1** For the sole consideration of Three Thousand Five Hundred Twenty Eight, and 02/100 Dollars (\$3,528.02), less the amount of any liens on the proceeds of this settlement, as specified

below in paragraph "17.1", RELEASOR enters into this Release in favor of RELEASEE. RELEASOR understands and agrees that this Release and Settlement Agreement is a contract between RELEASOR and RELEASEE.

#### **CLAIMS RELEASED**

3.1 RELEASOR hereby fully and forever agrees to WAIVE, RELEASE, ACQUIT, DISCHARGE, AND FOREVER HOLD HARMLESS RELEASEE from any and all liability or negligence now accrued or which may hereafter accrue for any and all claims, demands, rights, remedies, causes of action, suits, cross-claims, third-party actions, whether direct or derivative, which RELEASOR, individually, or any individual or entity claiming by, through, or on behalf of RELEASOR have now brought or may hereafter bring against RELEASEE in any way arising from, incident to, connected to, or related to the INCIDENT IN QUESTION.

#### **DAMAGES RELEASED**

4.1 This Release includes all claims for damages, general and special, arising from, connected, or related to the INCIDENT IN QUESTION, including but not limited to:

1. Past and future medical expenses;
2. Physical or vocational rehabilitation expenses;
3. Past and future physical pain and suffering;
4. Past and future lost income and benefits;
5. Loss of earning capacity;
6. Past and future physical impairment, disfigurement, and mental anguish;
7. Diminished capacity to enjoy life;
8. Death or decreased life expectancy resulting, in whole or in part, from my injury;
9. All survival actions and/or wrongful death claims related, in whole or in part, to my alleged injury;
10. All derivative claims, including but not limited to loss of consortium;
11. All claims alleging malice and/or gross negligence;
12. All property damage; and
13. All punitive or exemplary damages as those damages are defined by Texas law.

#### **FUTURE PROGRESSION**

5.1 RELEASOR understands that his damages, injuries, illnesses, and/or conditions may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling in

the future. RELEASOR has not relied upon any representation by RELEASOR related to RELEASOR'S diagnosis or prognosis; rather, RELEASOR has relied solely on medical professionals and his own judgment to evaluate his diagnosis and prognosis. If RELEASOR has been misdiagnosed or misinformed concerning his prognosis or later becomes aware that he was misdiagnosed, such medical error is *not* the responsibility of RELEASEE and will have no effect on the enforceability of this Release. RELEASOR understands that recovery from his injuries, illnesses, and/or conditions is uncertain, and that RELEASOR may require future medical treatment to alleviate or cure RELEASOR'S injuries, illnesses, and/or conditions, including surgery. RELEASOR covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASOR'S injuries, illnesses, and/or conditions in exchange for the consideration referenced in this Release.

#### **ADDITIONAL EFFECTS OF RELEASE**

6.1 In exchange for the consideration referenced in this Release, RELEASOR covenants not to sue RELEASEE in the future for any claim arising from, incident to, connected to, or related to RELEASOR'S property damage, injuries, illnesses, and/or conditions arising from, incident to, connected to, or related to the INCIDENT IN QUESTION, and/or pursuant to any federal laws or regulations and/or any equivalent or additional state statute or regulation and/or local ordinance and/or under common law to the fullest extent permissible by law as of the date of this Release.

#### **SATISFACTION OF LIENS**

7.1 RELEASOR agrees to satisfy, compromise or adjudicate any and all liens against the proceeds of this settlement arising from, connected, or related to the INCIDENT IN QUESTION (except for liens that, as may be provided in paragraph "17.1," are otherwise satisfied), including but not limited to:

1. Liens to any insurance company providing coverage related to my damages or injury alleged in the claim that is the subject of this Release;

2. Liens asserted by any healthcare provider for past or future medical expenses incurred for the diagnosis or treatment of my injuries. RELEASOR agrees that RELEASEE has no obligation to pay or reimburse RELEASEE or any healthcare provider for any outstanding medical bills or expenses and/or any such bills or expenses in the future related to my injuries or property damage.
3. Attorney liens asserted by any attorney who has represented me or claims to have represented me, directly or indirectly, in this matter;
4. Employee Retirement Income Security Act ("ERISA") liens, 29 U.S.C. §1132;
5. Medicare liens, 42 U.S.C. §1395; and/or
6. Medicaid liens, 42 U.S.C. §1396.

#### INDEMNITY

8.1 In addition to the Release herein above recited given by RELEASOR, the consideration herein above receipted, RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE from any and all claims, demands, causes of action, suits, cross-claims, third-party actions, and expenses, which may be brought by any individual and/or entity claiming by, through, or on behalf of RELEASEE, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION. This includes but is not limited to hospital and/or medical liens held by any treating physicians.

#### MEDICARE LIENS

9.1 In addition to all liens referenced in paragraph 8.1 above, RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE against any and all claims, demands, causes of action, suits, cross-claims, third-party actions, and expenses associated with defending against any action to enforce the satisfaction of a Medicare lien, interest on any unpaid lien, any penalty assessed against RELEASEE and RELEASEE'S attorneys' fees. RELEASOR further agrees to waive any right to file an action under the private attorney general provision of the Medicare Secondary Payer Act. See 42 U.S.C. § 1395y(b)(3)(A).

#### COVENANT NOT TO SUE REGARDING MEDICARE LIEN

**10.1** In exchange for the consideration referenced in this Release, RELEASOR covenants not to sue and waives any right he may have to bring any claim, demand, cause of action, suit, or cross-claims against RELEASEE pursuant to 42 U.S.C. § 1395(y)(2), for RELEASEE'S alleged failure to satisfy any Medicare lien arising from, incident to, connected to, or related to the INCIDENT IN QUESTION "to the extent that payment has been made, or can reasonably be expected to be made, with respect to the item or service" on RELEASOR'S behalf related to RELEASOR'S injuries and/or illnesses covered by this Release.

#### **MEDICAID LIENS**

**11.1** RELEASOR agrees to assume sole and total liability to Medicaid or any state public assistance agency ("State Plan") "to reimburse it for medical assistance payments made on behalf of an individual with respect to whom such assignment was executed ...." 42 U.S.C. §1396(k)(b). In the event that Medicaid or a State Plan files a legal action to recover any unpaid lien, **RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE AND for all costs associated with defending against any action to enforce the satisfaction of a Medicaid or State Plan lien, interest on any unpaid lien, any penalty assessed against RELEASEE, and RELEASEE'S attorneys' fees and costs incurred in the defense of any such action.** See 42 U.S.C. §1395(y)(b)(2)(B)(iii); 42 U.S.C. §1395(y)(b)(3)(A). Subsequent to the execution of this Release, RELEASOR will not submit any bill to Medicaid or a State Plan for healthcare expenses related to the injuries alleged in the claim that is the subject of this Release, until such time as the proceeds of this settlement have been exhausted to pay for future medical expenses related to the injuries.

#### **LAWS OF CONSTRUCTION**

**12.1** The PARTIES agree and understand this Release shall be construed according to the laws of the State of Texas.

### **ENTIRE AGREEMENT BETWEEN PARTIES**

13.1 The PARTIES agree and acknowledge that no other promises or agreements have been made between them and that this Release contains the entire agreement between them.

### **SEVERABILITY**

14.1 In the event that one or more of the provisions of this Release shall for any reason be held to be illegal or unenforceable, in whole or in part, by any court of law, such a holding shall not affect the remainder of this Release, which shall remain enforceable.

### **USE OF RELEASE BY RELEASEE**

15.1 RELEASOR specifically agrees to the admission in evidence of the entirety of this Release and waives any objection to the admission in evidence of this Release in any legal proceeding, quasi-judicial proceeding, or administrative proceeding in any action against RELEASEE involving any and all claims, demands, causes of action, suits, cross-claims, third-party actions filed subsequent to the date hereof. RELEASOR understands that this Release may be asserted as an affirmative legal defense of release and/or accord and satisfaction in any and all subsequent claims, demands, causes of action, suits, cross-claims, third-party actions RELEASOR may file against RELEASEE for RELEASOR'S alleged property damage and/or injuries alleged in the claim that is the subject of this Release and/or any other claim covered by this Release. RELEASOR agrees that a duplicate or copy of this Release is admissible to the same extent as an original.

### **OPPORTUNITY FOR LEGAL ADVICE**

16.1 RELEASOR acknowledges that he has had an opportunity to seek legal advice from his attorney(s) concerning the meaning and effect of this Release. RELEASOR agrees and

acknowledges that he is not under any duress or undue influence to execute this Release, and has signed this Release knowingly, intelligently, and voluntarily.

**PAYMENT OF CONSIDERATION**

17.1 Payment shall be made as follows:

Payment in the total amount of Three Thousand Five Hundred Twenty Eight, and 02/100 Dollars (\$3,528.02) shall be made payable to all lienholders with the remainder to **Marvin A. Centeno Zavala**.

Marvin A. Centeno Zavala and his attorney, if any, represent and warrant that they have compromised and resolved all outstanding liens against the consideration of this settlement as stated above in this paragraph 17.1.

**NO ADMISSION OF LIABILITY**

18.1 This settlement is a compromise of a disputed claim and is not a confession or admission of liability or negligence on the part of RELEASEE and shall not be held or construed as a confession or admission in any suit or proceeding no matter by whom same may be brought.

**NO REPRESENTATION BY DEFENDANT OR OF TAX CONSEQUENCES**

19.1 It is understood and agreed by and between the PARTIES that RELEASEE has not made and do not make any representation regarding the tax consequences of this settlement or of any payments provided for herein and that RELEASOR and the other Payees assume all responsibility therefore.

SIGNED this 4<sup>th</sup> day of February, 2005 in the County of Galveston, State of Texas.

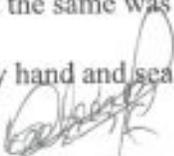
**I have read the foregoing Release and Settlement Agreement and have initialed each page. I understand that it is a full release of all my claims. I have also received a complete copy of this Release and Settlement Agreement.**

  
\_\_\_\_\_  
Marvin A. Centeno Zavala

**Notary Public:**

On this 4<sup>th</sup> day of February, 2026 before me personally appeared Marvin A. Centeno Zavala, the person named in and who executed this Release and Settlement Agreement, and acknowledged that the same was executed of his own free act and deed.

Witness my hand and seal:



\_\_\_\_\_  
**Notary Public, State of Texas**

