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May 29, 2026

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

Re: Claim for damages: Motor Vehicle Accident Personal Injury Claim  
Claimant: Alicia Monroe  
County Claim#: C240005M  
Amount: \$7,500  
Date of Incident: May 10, 2024

Gentlemen:

This case involves Galveston County Sheriff's Office Deputy William Lambert who rear ended a 2020 Chevrolet Traverse vehicle driven by Alicia Monroe, on May 10, 2024. Lambert was driving a County 2016 Ford Explorer. We reviewed the police reports, the dash cam footage, and photographs, as well as the medical records and billing records. This is a case of clear liability.

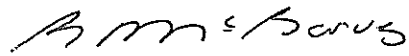
Alicia Monroe allegedly had injuries to her head, neck and back with complaints of muscle spasms and headaches, claiming a traumatic brain injury. Her medical bills totaled \$59,119.25. In addition to physical injuries, she alleged physical impairments for domestic, household and work duties, as well as loss of enjoyment of life. We pled that the medical treatment was not all necessary and the charges were excessive.

The Plaintiff has agreed to a settlement of \$7,500.

We are recommending the Commissioner's Court approve this settlement for Alicia Monroe's claim. Alicia Monroe has signed a release for all claims, 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, appearing to read "Genevieve B. McGarvey".

Genevieve B. McGarvey

GBM/krh

CAUSE NO. 25-CV-1967

ALICIA MONROE,  
*Plaintiff,*

v.

WILLIAM T. LAMBERT and  
GALVESTON COUNTY SHERIFF'S  
OFFICE  
*Defendants.*

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IN THE DISTRICT COURT OF  
  
GALVESTON COUNTY, TEXAS  
  
56<sup>th</sup> JUDICIAL DISTRICT

**RELEASE AND SETTLEMENT AGREEMENT**

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I, Alicia Monroe, allege sustaining personal injuries on or about May 10, 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.

**NOTICE:**

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

**DEFINITIONS**

**1.1** Whenever the phrase "PLAINTIFF" is used herein, it means Alicia Monroe, individually, her heirs, executors and/or administrators, successors and assigns, servants, agents, legal representatives, and insurers.

**1.2** Whenever the phrase "DEFENDANT" is used herein, it means Galveston County, Texas, its Commissioners, Boards, successors and assigns, servants, agents, employees, including but not limited to William T. Lambert, legal representatives, and attorneys.

**1.3** Whenever the phrase "PARTIES" is used herein, it means Alicia Monroe and Galveston County, Texas.

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1.4 Whenever the phrase “OCCURRENCE IN QUESTION” OR “INCIDENT IN QUESTION”, it means the alleged incident involving a motor-vehicle that occurred on or about May 10, 2024, in Galveston County, Texas, as more fully set forth in the case of *Alicia Monroe v. William T. Lambert and Galveston County Sheriff’s Office*<sup>1</sup>, Cause No. 25-CV-1967; In the 56th Judicial District Court of Galveston County, Texas.

1.5 Whenever the phrase “LAWSUIT” or “LITIGATION” is used herein, it means Cause No. 25-CV-1967; *Alicia Monroe v. William T. Lambert and Galveston County Sheriff’s Office*; In the 56<sup>th</sup> Judicial District Court of Galveston County, Texas.

**CONSIDERATION**

2.1 For the sole consideration of SEVEN THOUSAND FIVE HUNDRED AND 00/100 CENTS (\$7,500.00) less the amount of any liens on the proceeds of this settlement, as specified below in paragraph “17.1”, PLAINTIFF enters into this Release in favor of DEFENDANT. PLAINTIFF understands and agrees that this Release and Settlement Agreement is a contract between PLAINTIFF and DEFENDANT.

**CLAIMS RELEASED**

3.1 PLAINTIFF hereby fully and forever RELEASES, ACQUITS, AND FOREVER DISCHARGES DEFENDANT from any and all liability or negligence now accrued or which may hereafter accrue for any and all claims, demands, causes of action, suits, cross-claims, third-party actions, whether direct or derivative, which PLAINTIFF, individually, or any individual or entity claiming by, through, or on behalf of PLAINTIFF have now brought or may hereafter bring against DEFENDANT in any way arising from, connected, or related to the INCIDENT IN QUESTION.

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<sup>1</sup> Sometimes referred to in pleadings as *Alicia Monroe v. Galveston County*

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## 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 PLAINTIFF understands that her injuries, illnesses, and/or conditions may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling in the future. PLAINTIFF has not relied upon any representation by DEFENDANT related to PLAINTIFF'S diagnosis or prognosis; rather, PLAINTIFF has relied solely on medical professionals and her own judgment to evaluate her diagnosis and prognosis. If PLAINTIFF has been misdiagnosed or misinformed concerning her prognosis or later becomes aware that she was misdiagnosed, such medical error is *not* the responsibility of DEFENDANT and will have no effect on the enforceability of this Release.

5.2 PLAINTIFF further understands that recovery, repair, and/or rehabilitation of any and all sustained injuries and/or damages to person or property and the condition of such person or property is uncertain, and that PLAINTIFF may require future treatment and/or repair to

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alleviate or cure PLAINTIFF's damages and/or injuries to person or property. PLAINTIFF covenants not to sue DEFENDANT for any progression, natural or otherwise, of PLAINTIFF's injuries, illnesses, conditions, and/or damages to property, in exchange for the consideration referenced in this Release.

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

**6.1** In exchange for the consideration referenced in this Release, PLAINTIFF covenants not to sue DEFENDANT in the future for any claim arising from, connected, or related to PLAINTIFF'S injuries, illnesses, and/or conditions arising from, connected, 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** PLAINTIFF 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 injury alleged in this lawsuit;
2. Liens asserted by any healthcare provider for past or future medical expenses incurred for the diagnosis or treatment of my injuries. PLAINTIFF agrees that DEFENDANT have no obligation to pay or reimburse PLAINTIFF 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.
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**

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**8.1 In addition to the Release herein above recited given by PLAINTIFF, the consideration herein above receipted, PLAINTIFF agrees to indemnify, defend, and forever hold harmless DEFENDANT 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 PLAINTIFF, arising from, connected, 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, PLAINTIFF agrees to indemnify, defend, and forever hold harmless DEFENDANT 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 DEFENDANT and DEFENDANT'S attorneys' fees. PLAINTIFF 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, PLAINTIFF covenants not to sue and waives any right he may have to bring any claim, demand, cause of action, suit, or cross-claims against DEFENDANT pursuant to 42 U.S.C. § 1395(y)(2), for DEFENDANT 'S failure to satisfy any Medicare lien arising from, connected, 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 PLAINTIFF'S behalf related to PLAINTIFF'S injuries and/or illnesses covered by this Release.**

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### MEDICAID LIENS

11.1 PLAINTIFF 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, **PLAINTIFF agrees to indemnify, defend, and forever hold harmless DEFENDANT 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 DEFENDANT, and DEFENDANT’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, PLAINTIFF will not submit any bill to Medicaid or a State Plan for healthcare expenses related to the injuries alleged in this LAWSUIT, 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 and governed, in all aspects, including validity, interpretation, and effect, 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. The terms of this Release are contractual and not a mere recital.

### 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.

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**USE OF RELEASE BY DEFENDANT**

**15.1** PLAINTIFF 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 DEFENDANT involving any and all claims, demands, causes of action, suits, cross-claims, third-party actions filed subsequent to the date hereof. PLAINTIFF 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 PLAINTIFF may file against DEFENDANT for PLAINTIFF'S injuries alleged in this lawsuit and/or other claim covered by this Release. PLAINTIFF agrees that a duplicate or copy of this Release is admissible to the same extent as an original.

**OPPORTUNITY FOR LEGAL ADVICE**

**16.1** PLAINTIFF acknowledges that she has had an opportunity to seek legal advice from her attorney(s) concerning the meaning and effect of this Release. PLAINTIFF agrees and acknowledges that she 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 SEVEN THOUSAND FIVE HUNDRED AND 00/100 CENTS (\$7,500.00) shall be made payable to all lienholders with the remainder to **Alicia Monroe** and her attorney of record, **Law Office of Orlando Zambrano, PLLC**.

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PLAINTIFF and her attorney 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.

**DISMISSAL OF PENDING ACTIONS AND PROCEEDINGS**

**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 DEFENDANT 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. PLAINTIFF agrees to dismiss all claims against Galveston County making part of the lawsuit, Cause No. 25-CV-1967; *Alicia Monroe v. William T. Lambert and Galveston County Sheriff's Office*; In the 56<sup>th</sup> Judicial District Court of Galveston County, Texas with prejudice, each party to bear its own attorney's fees and costs, immediately upon payment of the consideration.

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

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

*MH*

County of Hillsborough, State of Florida

SIGNED this 22 day of May 2026 in the ~~County of Galveston, State of Texas~~

**I HAVE READ THE FOREGOING FULL AND FINAL WAIVER, 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 FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT.**

BY *Alicia Monroe*

\_\_\_\_\_  
Alicia Monroe  
PRINTEDNAME

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I, **Orlando Zambrano**, am the attorney representing Alicia Monroe in connection with this Release and Settlement Agreement. Alicia Monroe had the opportunity to meet and confer with me prior to signing it.

  
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**Orlando Zambrano**

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