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May 28, 2026

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

Re: Claim for damages: Motor Vehicle Property Claim
Claimant: Juan Alberto Alamo Gomez
County Claim#: C260003
Amount: \$3,563.00
Date of Incident: February 13, 2026

Gentlemen:

This incident involves our Deputy De' Andre Fillmore, who on Friday, February 13, 2026, struck the rear of Wisconsin resident Juan Alamo Gomez's 2008 Volkswagen Jetta vehicle while traveling southbound on I-45 in approximately the 1600 block. Fillmore was driving a County Explorer. After being struck, the Jetta was pushed another 100 yards into a concrete barrier damaging the Jetta's right corner as well. The vehicle was towed to Marty's and determined to be a total loss.

We reviewed the police report, the internal safety memorandum, photos, videos and materials from the Plaintiff who is represented by Domingo Garcia. We also inspected the vehicle. Fillmore admitted to me he was distracted and this is a case of clear liability.

The Plaintiff demanded \$5500 for the value of the vehicle and replacement of the items inside the vehicle that included tools for his job, and bedding as he claimed the Jetta was his "home". We utilized CARFAX and researched the lost items' value, and negotiated a settlement of \$3,563, subject to your approval.

We are recommending the Commissioners' Court approve this settlement of Mr. Alamo Gomez's claim. He has signed a release for all property 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 black ink, appearing to read "Genevieve B. McGarvey". The signature is fluid and cursive, with the first name being the most prominent.

Genevieve B. McGarvey

GBM/krh

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

**FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT
AS TO PROPERTY DAMAGE CLAIMS**

WHEREAS, it is alleged that Juan Alberto Alamo Gomez, sustained property damage and/or other damages on or about February 13, 2026, allegedly caused, in whole or in part, by the negligence of the County of Galveston (“Galveston County, Texas”). This Release and Settlement Agreement as to Property Damage (“Release”) is made to compromise and to settle any and all property damage and property claims only, whether known or unknown, a between Juan Alberto Alamo Gomez and Galveston County, Texas (hereafter the “PARTIES”).

NOTICE:

J.A.

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 “RELEASOR” is used herein, it means Juan Alberto Alamo Gomez, individually, and any of his successors, predecessors, assigns, legal representatives, attorneys, insurers, indemnitors and indemnitees, agents, servants, and any other person or entity acting on behalf of or under the authority of RELEASOR.

1.2 Whenever the phrase “RELEASEE” is used herein, it means Galveston County, Texas, its Commissioners, Boards, Departments, successors and assigns, servants, agents, employees, including but not limited to DeAndre Lamar Filmore, legal representatives, and

J.A.

attorneys.

1.3 Whenever the phrase "PARTIES" is used herein, it means Juan Alberto Alamo Gomez and Galveston County, Texas.

1.4 Whenever the phrase "OCCURRENCE IN QUESTION" OR "INCIDENT IN QUESTION" is used herein, it means the alleged incident involving a motor-vehicle that occurred on or about February 13, 2026, in Galveston County, Texas, that involved Galveston County employee, DeAndre Lamar Filmore, and that was assigned TxDot Crash ID No.: 21277595.1 on the Texas Peace Officer's Crash Report.

CONSIDERATION

2.1 For the sole consideration of THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS (\$3,563.00) RELEASOR enters into this Release in favor of RELEASEE. RELEASOR understands and agrees that this Release and Settlement Agreement as to Property Damage is a contract between RELEASOR and RELEASEE.

CLAIMS RELEASED

3.1 In order to avoid further time, expense and uncertainties of litigation, the RELEASEE and the undersigned RELEASOR, desire to enter into a final compromise and settlement of any and all property damage and property claims only, whether known or unknown, which the undersigned RELEASOR may have, or may hereafter have, against the RELEASEE for damages to property made the basis of the property damage and property claims alleged by RELEASOR.

3.2. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, the RELEASOR, for and in consideration of the sum of THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS (\$3,563.00) and other good and valuable consideration, hereinafter referred to as "the Consideration," the receipt and sufficiency of

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which is hereby acknowledged and confessed, do hereby fully RELEASE, ACQUIT, AND FOREVER DISCHARGE the RELEASEE from any and all property damage and property claims, demands, rights, remedies, causes of action, suits, cross- claims, third-party actions, whether direct or derivative, relating to property damage or property claims which we may now have or hereafter have against the RELEASEE, in any manner arising out of or in any way connected with the alleged property damages, and any property claims, known or unknown, current or future, arising from any alleged property damages sustained in any way arising from, incident to, connected to, or related to the INCIDENT IN QUESTION.

DAMAGES RELEASED

4.1 This Release includes all property damage and property claims arising from, connected, or related to the INCIDENT IN QUESTION, including but not limited to:

1. All property damage; and
2. Loss of use;

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FUTURE PROGRESSION

5.1 RELEASOR understands that damages and/or conditions, concerning property may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling to their property in the future. If RELEASOR has been misinformed concerning the property damages sustained or later becomes aware of an error regarding diagnosis or rehabilitation to property, such error is *not* the responsibility of RELEASEE and will have no effect on the enforceability of this Release and Settlement Agreement as to Property Damage.

5.2 RELEASOR further understands that recovery, repair, and/or rehabilitation of any and all sustained damages to property and the condition of such property is uncertain, and that RELEASOR may require future treatment and/or repair to alleviate or cure RELEASOR'S damages to property. RELEASOR covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASOR'S 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, RELEASOR covenants not to sue RELEASEE in the future for any claim arising from, incident to, connected to, or related to RELEASOR'S property damages 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 and Settlement Agreement as to Property Damage.

6.2 RELEASOR further acknowledges and agrees that no insurance proceeds have been used or will be used to cover any property damages, losses, or expenses, whether known or

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unknown,

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allegedly sustained as a result of the INCIDENT IN QUESTION.

SATISFACTION OF LIENS

7.1 RELEASOR agrees to satisfy, compromise, or adjudicate any and all property damage 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 "15.1," are otherwise satisfied), including but not limited to:

1. Liens to any insurance company providing coverage related to my property damages in the claim that is the subject of this Release and Settlement Agreement as to Property Damage; and
2. Attorney liens asserted by any attorney who has represented me or claims to have represented me, directly or indirectly, related to property claims or property damage in this matter;
- 3.

INDEMNITY

8.1 In consideration for the payment of the sums herein set forth, the RELEASOR for themselves, their beneficiaries, heirs, successors and assigns, have agreed to and does hereby jointly and severally INDEMNIFY, DEFEND, AND HOLD HARMLESS the RELEASEE of and from any further payment of damages, debts, liens, charges, and expenses exclusively relating to property claims or property damage incurred by or on behalf of the RELEASOR as a result of any and all past, present, and future property claims, demands, suits, causes of action, liabilities, suits, cross- claims, third-party actions, expenses, and judgments that relate to any property claims or property damage whatsoever asserted by any person, firm, or corporation, including but not limited to for indemnity or contribution relating to property claims or property damage, by, through or under RELEASOR, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION and the basis of this Release and Settlement Agreement as to Property Damage.

LAWS OF CONSTRUCTION

9.1 The PARTIES agree and understand this Release and Settlement Agreement as to Property

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Damageshall be construed and governed, in all aspects, including validity, interpretation, and effect, according to the laws of the State of Texas.

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ENTIRE AGREEMENT BETWEEN PARTIES

10.1 The PARTIES agree and acknowledge that no other promises or agreements have been made between them and that this Release and Settlement Agreement as to Property Damage contains the entire agreement between them for purposes of property claims and property damage. The terms of this Release and Settlement Agreement as to Property Damage are contractual and not a mere recital.

SEVERABILITY

11.1 In the event that one or more of the provisions of this Release and Settlement Agreement as to Property Damage 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

12.1 RELEASOR specifically agrees to the admission in evidence of the entirety of this Release and Settlement Agreement as to Property Damage 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, crossclaims, third-party actions filed subsequent to the date hereof only to the extent that they relate to property claim or property damage. RELEASOR understands that this Release and Settlement Agreement as to Property Damage 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, crossclaims, third-party actions relating to property claims or property damage RELEASOR may file against RELEASEE for RELEASOR'S alleged property damage and/or injuries alleged in the claim(s) that is the subject of this Release and/or any other claim covered by this Release and Settlement Agreement as to Property Damage. RELEASOR agrees that a duplicate or copy of this Release is admissible to the same extent as an

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original.

OPPORTUNITY FOR LEGAL ADVICE

13.1 RELEASOR acknowledges that they had an opportunity to seek legal advice from their attorney(s) concerning the meaning and effect of this Release and Settlement Agreement as to Property Damage. RELEASOR agrees and acknowledges that they are not under any duress or undue influence to execute this Release, and has

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signed this Release knowingly, intelligently, and voluntarily.

13.2 RELEASOR hereby acknowledges and agrees that they have not sought or received any legal advice, counsel, or guidance regarding the terms of this Release from the RELEASEE, the RELEASEE'S attorneys, agents, or representatives. The RELEASOR further affirms that any decision to execute this Release has been made independently and without reliance on any advice or representation from the RELEASEE or any of their affiliates.

PAYMENT OF CONSIDERATION

14.1 Payment shall be made as follows:

Payment in the total amount of THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS (\$3,563.00) shall be made payable to **Juan Alberto Alamo Gomez**.

Juan Alberto Alamo Gomez and his attorney and/or attorneys, if any, represent and warrant that they have compromised and resolved all outstanding property damage liens against the consideration of this settlement as stated above in this paragraph 7.1.

NO ADMISSION OF LIABILITY

15.1 It is AGREED and UNDERSTOOD that the undersigned RELEASOR represents and warrants that this Release and Settlement Agreement as to Property Damage and the payment of the above mentioned sum of money is being made by the RELEASEE as a final compromise and settlement of a disputed property damages claim in order that such Parties may buy their peace, and such payment is not to be construed as an admission of liability of any fact on the part of the RELEASEE, or anyone else.

15.2 The RELEASEE has expressly denied any liability in this matter. It is contracted that neither this instrument, nor the compromise and settlement agreement evidenced hereby, shall be used against the RELEASEE as evidence of liability or for estoppel in any suit, claim, or proceeding of any nature. However, this Release may be asserted by the RELEASEE as an absolute and final bar to

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any claim

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J. J. Wilson

or proceeding against the RELEASEE now pending or hereafter brought or asserted by any person, firm or corporation claiming by, through or under the RELEASOR as long as such claim pertains to property claims or property damages.

NO REPRESENTATION BY RELEASEE OF TAX CONSEQUENCES

16.1 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.

J. A.

