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June 1, 2025

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

Re: Claim for damages: Motor Vehicle Accident
Claimants: Ransome and Mitzie Shirley
Claim Number: C250014
Amount: \$20,860
Date of Incident: May 22, 2025

Gentlemen:

On May 22, 2025, our Parks Department employee, Trinton Garcia rear ended a 2021 Bronco vehicle owned by Mitzie and Ransome Shirley. Ransome Shirley was in the vehicle at the time.

This is a case of clear liability per Trinton Garcia's report and the Parks supervisor's notes.

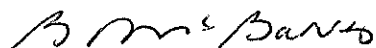
The claimants' repair shop preliminary estimate of the repairs results in this vehicle being totaled according to the assessment of another shop whose input we sought independently. Given the value of the vehicle of nearly \$23,736, less the salvage value of the vehicle, and adding the costs associated with towing, storage and a rental vehicle, we are recommending this case be settled for \$20,860.00.

Note that Ransome Shirley claims to be sore and recovering from the accident but has not sought any medical treatment for injuries; however, the settlement documents release us from any personal injury claims as well.

We are recommending the Commissioner's Court approve this settlement regarding Ransome and Mitzie Shirley's claim. They have 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,


Genevieve B. McGarvey

gbm/gb

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT

WHEREAS, it is alleged that Mitzie Shirley ("Mrs. Shirley") and Ransome Shirley ("Mr. Shirley") sustained property damage and/or other damages on or about May 22, 2025, allegedly caused, in whole or in part, by the 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 claims, whether known or unknown, between Mitzie Shirley, Ransome Shirley, and Galveston County, Texas (hereafter the "PARTIES").

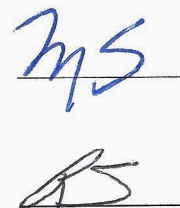
NOTICE:



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" or "RELEASORS" is used herein, it means Mitzie Shirley and Ransome Shirley, individually, and any of their successors, predecessors, assigns and former and present subsidiaries, parents, owners, divisions, affiliates, officers, directors, employees, legal representatives, insurers, indemnitors and indemnitees, agents, servants, and any other person or entity acting on behalf of or under the authority of RELEASORS.



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 Mitzie Shirley, Ransome Shirley, 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 May 22, 2025, in Galveston County, Texas, that involved Galveston County employee, Trinton Garcia, and that was assigned Case ID No.: 25-0002131 on the Texas Peace Officer's Crash Report.

CONSIDERATION

2.1 For the sole consideration of TWENTY THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS (\$20,860.00) less the amount of any liens on the proceeds of this settlement, as specified below in paragraph "17.1," RELEASORS enter into this Release in favor of RELEASEE. RELEASORS understand and agree that this Release and Settlement Agreement is a contract between RELEASORS and RELEASEE.



CLAIMS RELEASED

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

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

That we, the RELEASORS, for and in consideration of the sum of TWENTY THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS (\$20,860.00) and other good and valuable consideration, hereinafter referred to as "the Consideration," the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby fully RELEASE, ACQUIT, AND FOREVER DISCHARGE the 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, of whatsoever nature or character which we may now have or hereafter have against the RELEASEE, including, by example but not limited to, expressed and implied warranties, strict products liability, negligence, statutory violations, gross negligence, intentional tort, claims under Section 408.001 of the Texas Labor Code, claims under Article XVI Section 26 of the Texas Constitution, claims under Chapter 71 of the Texas Civil Practice and Remedies Code, claims for wrongful death, claims for any type of damages including exemplary damages, claims based on claims of intentional acts or omissions, or alleged gross negligence, of RELEASEE; pollution tort, maintenance and cure, fraud, civil conspiracy, misrepresentation, debt, nuisance, trespass, any form of recovery pursuant to the Jones Act, general maritime law, unseaworthiness, in admiralty, at law, or in equity, liens, attorneys' fees, judgment and expenses of any type whatsoever, in any manner arising out of or in any way connected with the alleged injuries and/or property damages, and any claims, known or unknown, current or future, arising from any alleged personal injuries or 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 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 an alleged injury;
10. All derivative claims, including but not limited to:
 - a. Loss of consortium
 - b. Worker's compensation claims
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 RELEASORS understand that damages, injuries, illnesses, and/or conditions, concerning person or property may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling in the future. If RELEASORS have been misinformed concerning the damages and/or injuries sustained or later becomes aware of an error regarding diagnosis or rehabilitation to person and/or property, such error is *not* the responsibility of RELEASEE and will have no effect on the enforceability of this Release.

5.2 RELEASORS 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 RELEASORS may require future treatment and/or repair to



alleviate or cure RELEASORS' damages and/or injuries to person or property. RELEASORS covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASORS' 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, RELEASORS covenant not to sue RELEASEE in the future for any claim arising from, incident to, connected to, or related to RELEASORS' 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.

6.2 RELEASORS further acknowledge and agree that no insurance proceeds have been used or will be used to cover any damages, losses, or expenses, whether known or unknown, allegedly sustained as a result of the INCIDENT IN QUESTION.

SATISFACTION OF LIENS

7.1 RELEASORS agree 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 RELEASOR 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 consideration for the payment of the sums herein set forth, the RELEASORS 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 of any kind incurred by or on behalf of the RELEASORS as a result of any and all past, present, and future claims, demands, suits, causes of action, liabilities, suits, cross-claims, third-party actions, expenses, and judgments whatsoever in nature and character asserted by any person, firm, or corporation, including but not limited to for indemnity or contribution, by, through or under RELEASORS, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION and the basis of this Release. 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, RELEASORS agree to indemnify, defend, and forever hold harmless RELEASEE against any and all claims, demands, causes of action, suits, crossclaims, 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. RELEASORS further agree 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, RELEASORS covenant 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 RELEASORS' behalf related to RELEASORS' injuries and/or illnesses covered by this Release. The PARTIES further agree this Release and settlement agreement does not include payment of damages for future medical expenses.

MEDICAID LIENS

11.1 RELEASORS agree 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, RELEASORS agree 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, RELEASORS 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 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.

USE OF RELEASE BY RELEASEE

15.1 RELEASORS specifically agree 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

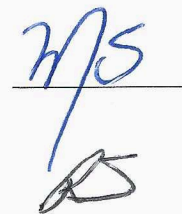



proceeding, quasi-judicial proceeding, or administrative proceeding in any action against RELEASEE involving any and all claims, demands, causes of action, suits, crossclaims, third-party actions filed subsequent to the date hereof. RELEASORS understand that this Release may be asserted as an affirmative legal defense of release and/or accord and satisfaction in any and all subsequent claims, demands, causes of action, suits, crossclaims, third-party actions RELEASORS may file against RELEASEE for RELEASORS' 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. RELEASORS agree that a duplicate or copy of this Release is admissible to the same extent as an original.

OPPORTUNITY FOR LEGAL ADVICE

16.1 RELEASORS acknowledge that they had an opportunity to seek legal advice from their attorney(s) concerning the meaning and effect of this Release. RELEASORS agree and acknowledge that they are not under any duress or undue influence to execute this Release, and has signed this Release knowingly, intelligently, and voluntarily.

16.2 RELEASORS hereby acknowledge and agree 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 RELEASORS further affirm 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

17.1 Payment shall be made as follows:

Payment in the total amount of TWENTY THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS (\$20,860.00) shall be made payable to all lienholders with the remainder to **Mitzie Shirley** and **Ransome Shirley**.

Mitzie Shirley and Ransome Shirley, and their attorney and/or attorneys, 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 It is AGREED and UNDERSTOOD that the undersigned RELEASORS represent and warrant that this Release 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 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.


18.2 The RELEASEE has expressly denied any liability. 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 any claim or proceeding against the RELEASEE now pending or hereafter brought or asserted by any person, firm or corporation claiming by, through or under the RELEASORS as a result of the any injuries and/or damages to person or property.




NO REPRESENTATION BY RELEASEE 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 RELEASORS and the other Payees assume all responsibility, therefore.





SIGNED this 29th day of May 2025 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:

Mitzie Shirley
Mitzie Shirley
PRINTED NAME

TITLE

THE STATE OF Texas §

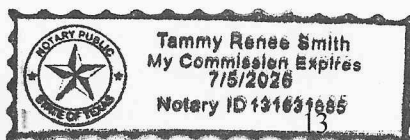
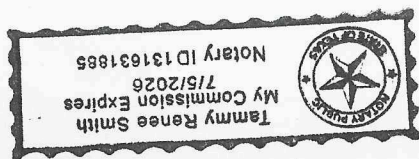
COUNTY OF Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared Mitzie Shirley, known to me to be the person who executed the foregoing FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and acknowledged to me that they executed the same for the purposes and consideration therein express, that they executed the same as their own free act and deed after having it fully explained to them and after realizing the effect thereof to be a full and final discharge and release of all parties named therein, for any matter or thing dealt with in said instrument, and that the same was executed by him without any persuasion, promise, threat, force, duress, fraud or representation of any kind by any person whomsoever; and that at the time of execution of the said FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT they were completely sober, sane, and capable of understanding the English language and the character of his acts and deeds, and was in complete charge of all of their faculties and capable of executing this FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and of understanding the significance of their acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of May, 2025.

Tammy R Smith
NOTARY PUBLIC, STATE OF Texas

(Seal)



SIGNED this 29th day of May 2025 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: Ransome Shirley

Ransome Shirley
PRINTED NAME

TITLE

THE STATE OF Texas §
COUNTY OF Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared Ransome Shirley, known to me to be the person who executed the foregoing FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and acknowledged to me that they executed the same for the purposes and consideration therein express, that they executed the same as their own free act and deed after having it fully explained to them and after realizing the effect thereof to be a full and final discharge and release of all parties named therein, for any matter or thing dealt with in said instrument, and that the same was executed by him without any persuasion, promise, threat, force, duress, fraud or representation of any kind by any person whomsoever; and that at the time of execution of the said FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT they were completely sober, sane, and capable of understanding the English language and the character of his acts and deeds, and was in complete charge of all of their faculties and capable of executing this FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and of understanding the significance of their acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of May, 2025.

Tammy R. Smith
NOTARY PUBLIC, STATE OF Texas

(Seal)

