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July 16, 2025

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

Re: Claim for damages: Motor Vehicle Accident  
Claimant: USAA Subrogation Unit  
Amount: \$22,813.84  
Date of Incident: May 10, 2024  
Our claim number: C240009M

Gentlemen:

This is a case involving a Galveston County Sheriff's Department Deputy William Lambert who rear ended a 2020 Chevrolet Travers vehicle owned by Carlos Antonio Santiago and being driven by Alicia Monroe (also listed on paperwork as Manroe) on May 10, 2024. Lambert was driving a County 2016 Ford Explorer. Santiago's insurance carrier, USAA, totaled Santiago's vehicle and paid Santiago \$22,813.84. USAA is seeking reimbursement for vehicle property damage only. Monroe has a separate personal injury claim.

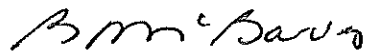
We reviewed the Vehicle Damage Report, the photos, the Sheriff's Department vehicle camera video and spoke with Deputy Lambert. This is a case of clear liability.

We also reviewed and compared USAA's pricing to other available pricing to confirm the reasonableness of the value.

We are recommending the Commissioner's Court approve this settlement for USAA's subrogation claim. USAA's representative, as well as Santiago, 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,

A handwritten signature in cursive script, appearing to read "B McGarvey".

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 FOR  
ALL PROPERTY DAMAGE CLAIMS**

WHEREAS, it is alleged that Carlos Antonio Santiago, as subrogor to USAA, sustained property damage and/or other damages on or about May 10, 2024, 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 property claims, whether known or unknown, between USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, ("USAA") 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 USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, ("USAA"), 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 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, legal representatives, and attorneys.

**1.3** Whenever the phrase “PARTIES” is used herein, it means USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, (“USAA”) *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 10, 2024, in Galveston County, Texas, that involved Galveston County employee, William Timothy Lambert, and that was assigned Case ID No.: 24-2462 on the Texas Peace Officer’s Crash Report.

### **CONSIDERATION**

**2.1** For the sole consideration of TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN AND 84/100 DOLLARS (\$22,813.84) less the amount of any liens on the proceeds of this settlement, as specified below in paragraph “**15.1**,” 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** 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 claims, whether known or unknown, which the undersigned RELEASOR may have, or may hereafter have, against the RELEASEE for the alleged damages,

to property, made the basis of the 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 TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN AND 84/100 DOLLARS (\$22,813.84) 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 property damages, and any 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 claims for property damages, general and special, arising from, connected, or related to the INCIDENT IN QUESTION, including but not limited to:

1. All claims alleging malice and/or gross negligence;
2. All property damage; and
3. All punitive or exemplary damages as those damages are defined by Texas law.

## **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 in the future. If RELEASOR has been misinformed concerning the 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.

**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.

**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 unknown, 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 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.** Property damage liens to any insurance company providing coverage related to my damages in the claim that is the subject of this Release;
- 2.** Attorney liens asserted by any attorney who has represented me or claims to have represented me, directly or indirectly, in this matter;
- 3.** Employee Retirement Income Security Act (“ERISA”) liens, 29 U.S.C. §1132.

### **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 property damages, debts, liens, charges, and expenses of any kind incurred by or on behalf of the RELEASOR 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 RELEASOR, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION and the basis of this Release related to property damages.

### **SUBROGATION RIGHTS**

**9.1 RELEASOR represents and warrants that it is the lawful subrogee of Carlos Antonio Santiago and has not assigned, transferred, or otherwise encumbered its subrogation rights, in whole or in part, to any third party. RELEASOR retains all rights and remedies available under Texas law to pursue and enforce its subrogation interests.**

**9.2 RELEASOR expressly waives any future claims arising from or related to the subrogation rights associated with the INCIDENT IN QUESTION described herein and acknowledges that upon execution of this Release, it shall have no further right to seek reimbursement, damages, or recovery from RELEASEE.**

**9.3 In the event that any additional documentation, evidence, or cooperation is required to effectuate the terms of this Release, the PARTIES agree to execute and deliver such documents and take any further action reasonably necessary to give full effect to the intent of this Release.**

### **LAWS OF CONSTRUCTION**

**10.1 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**

**11.1 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**

**12.1** 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**

**13.1** 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, crossclaims, 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, crossclaims, third-party actions RELEASOR may file against RELEASEE for RELEASOR'S alleged property damage alleged in the claim(s) 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**

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

**14.2 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**

**15.1** Payment shall be made as follows:

Payment in the total amount of TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN AND 84/100 DOLLARS (\$22,813.84) shall be made payable to **USAA as subrogee of Carlos Antonio Santiago.**

USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, ("USAA") 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 7.1.

#### **NO ADMISSION OF LIABILITY**

**16.1** It is AGREED and UNDERSTOOD that the undersigned RELEASOR represents and warrants 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.

**16.2** 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 RELEASOR as a result of the any damages to property.

**NO REPRESENTATION BY RELEASEE OF TAX CONSEQUENCES**

17.1 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 \_\_\_\_\_ day of March 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: Patrick Clerkin

Patrick Clerkin

PRINTED NAME

Attorney/Authorized Representative

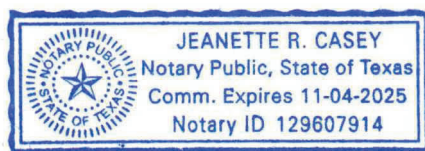
TITLE

THE STATE OF TEXAS §  
§  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Patrick Clerkin, 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 21st day of May, 2025.

(Seal)



Jeanette Casey  
NOTARY PUBLIC, STATE OF TEXAS

Carlos Santiago  
Signature - Carlos Santiago