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October 29, 2024

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

Re: Claim for damages: Vehicle Damage Claim
Claimant: AT&T
Amount: \$6,333.64
Date of Incident: April 11, 2024

Gentlemen:

This is a case involving our Galveston County Sheriff's Deputy Angela Chaviers who was driving in Houston for department business and struck an AT& T vehicle driven by their employee, Iran Lee Lievanos.

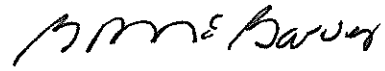
We reviewed the Harris County Sheriff's accident report, the photos, and spoke with Deputy Chaviers. This is a case of clear liability.

AT&T has repaired the vehicle and has requested payment for the repairs, as well as \$325 for loss of use of the vehicle while it was in the shop. This estimate is in line with repair costs in Galveston County.

We are recommending the Commissioner's Court approve this settlement for AT& T's claim of \$6,333.64. An authorized AT&T representative 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 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/gb

THE STATE OF Missouri §
COUNTY OF St. Louis § KNOW ALL MEN BY THESE PRESENTS:

FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT

WHEREAS, it is alleged that AT&T Mobility, LLC. (AT&T) sustained property damage and/or other damages on or about April 11, 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 claims, whether known or unknown, between AT&T Mobility, LLC., 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 AT&T Mobility, LLC., individually, and any of their successors, predecessors, assigns and former and present subsidiaries, parents, owners, divisions, affiliates, officers, directors, employees (employees except Iran Lievanos), 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 AT&T Mobility, LLC., and Galveston County, Texas.

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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 April 11, 2024, in Galveston County, Texas that involved Galveston County Sheriff Deputy, Angela Marie Chaviers, and that was assigned Case ID 2404-04086 on the Texas Peace Officer's Crash Report.

CONSIDERATION

2.1 For the sole consideration of Six Thousand Three Hundred Thirty-Three and 64/100 Dollars (\$6,333.64), 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 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 claims, whether known or unknown, which the undersigned RELEASOR 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 RELEASOR.

3.2 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, the RELEASOR, for and in consideration of the sum of SIX THOUSAND THREE HUNDRED THIRTY-THREE AND 64/100 DOLLARS (\$6,333.64), 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

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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 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 RELEASOR has 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 RELEASOR 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 RELEASOR may require future treatment and/ or repair to alleviate or cure RELEASOR'S damages and/or injuries to person or property. RELEASOR covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASOR'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, 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.

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6.2 RELEASOR further acknowledges and agrees 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 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 consideration for the payment of the sums herein set forth, the RELEASOR for themselves, their beneficiaries, heirs, successors and assigns, has 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 RELEASEE 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

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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. 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. The PARTIES further agree this Release and settlement agreement does not include payment of damages for future medical expenses.

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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 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.

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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, 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 and/or injuries 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

16.1 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.

PAYMENT OF CONSIDERATION

17.1 Payment shall be made as follows:

Payment in the total amount of Six Thousand Three Hundred Thirty-Three and 64/100

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Dollars (\$6,333.64) shall be made payable to all lienholders with the remainder to **AT&T Mobility, LLC**.

AT&T Mobility, LLC, and their 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 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.

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 RELEASOR 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 RELEASOR and the other Payees assume all responsibility, therefore.

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SIGNED this 25 day of September 2024 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: Madeline Ulmer

Madeline Ulmer
PRINTED NAME

Manager, Subrogation
TITLE

THE STATE OF Missouri §

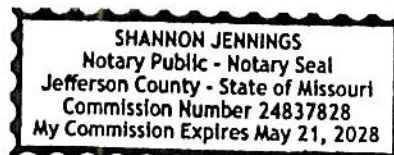
COUNTY OF ST. Louis §

BEFORE ME, the undersigned authority, on this day personally appeared Madeline Ulmer, 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 25th day of September, 2024.

Shannon Jennings
NOTARY PUBLIC, STATE OF Missouri

(Seal)



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