

representatives, successors in interest, assigns, contractors and all other persons, firms and entities in privity with Harris County who may have been, are now or may hereafter be affiliated with Harris County.

“Parties” shall collectively refer to the Releasor and the Released Parties.

B. RECITALS

WHEREAS, Plaintiff has asserted certain Claims against County Defendants arising from the Incident, as more fully stated in the Lawsuit; and

WHEREAS, County Defendants dispute liability and deny Plaintiff’s Claims arising from the Incident, as more fully stated in the Lawsuit; and

WHEREAS, the Parties now enter into this Settlement Agreement to resolve the Lawsuit and provide for certain payments in full settlement and discharge of all matters of any kind or character whatsoever relating to the Incident, the Claims, the Lawsuit and the foregoing recitals; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by all to this Settlement Agreement, the Parties agree as follows:

C. SETTLEMENT AGREEMENT TERMS AND CONDITIONS

1.0 Binding Effect of this Settlement Agreement

(a) This Settlement Agreement, which is a full and complete settlement of all Claims arising from the Incident and relating to the Lawsuit, shall fully bind Releasor and is for the benefit of Released Parties. The provisions of this Settlement Agreement are contractual and are not mere recitals, and the undersigned specifically represents that the contents and effects hereof are fully and completely agreed to and understood.

2.0 Consideration

(a) The payment set forth in Section 3.0 below, Harris County shall deliver to Releasor the total settlement sum of **SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$77,500.00)** (“Settlement Sum”) **made payable to THE MARTINEZ DE VARA LAW FIRM, PLLC on behalf of MARIA ESPANA GUARDADO MELGAR.**

(b) Payment of the Settlement Sum is intended to cover any and all damages that could have been sought at any time by Releasor, which includes any and all expenses, costs, court costs, attorneys’ fees and disbursements incurred by Releasor’s attorneys in the Lawsuit and is in full and final settlement of any and all claims that Releasor has or may have in the future, whether known or unknown, against Released Parties arising out of, touching upon or in any way related to the Incident, the Claims, and the Lawsuit.

(c) **Approval Contingency.** This Settlement Agreement is expressly conditioned upon the approval by the Harris County Commissioners' Court ("Commissioners' Court"). Nothing herein requires the Commissioners' Court to approve this settlement, which is the sole discretion of the Commissioners' Court, and if no approval is given, this Settlement Agreement shall not be binding on any party.

3.0 Releasor's Agreements and Representations.

In exchange for receipt of the Settlement Sum:

(a) Releasor acknowledges the receipt and sufficiency of the Settlement Sum stated in Section 2.0(a). Releasor further understands that the payment of the Settlement Sum is not to be construed as an admission of liability on the part of County Defendants, by whom liability is expressly denied.

(b) **Release and Discharge.** Releasor completely RELEASES and FOREVER DISCHARGES, for herself, and her past, present and future, heirs, executors, administrators, successors, legal representatives and assigns, the Released Parties and their past, present and future attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, successors, predecessors, commissioners and all other persons affiliated or in privity with the Released Parties, and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, liens, costs, losses of services, expenses or compensation of any nature whatsoever, whether known or unknown, or because of anything done or omitted by Released Parties in any way related to the Incident, the Claim and/or the Lawsuit, including but not limited to matters alleged or that could have been alleged in the pleadings in the Lawsuit.

Releasor fully understands and agrees that this Release and Discharge extends to every type of claim, action or cause of action, whether based on a state or federal statute, tort, contract or other theory of recovery. Releasor further fully understands that any claim against the Released Parties that she may have for future consequences as a result of any damages or injuries arising from the Incident, the Claim, and/or the Lawsuit, are among the claims released and discharged in this Release and Discharge. Releasor intends the Release and Discharge to be as broad and comprehensive as possible so as to give the Released Parties the broadest possible protection. Releasor agrees not to sue any Released Parties for any claims or causes of action arising out of or relating to the facts giving rise to the Incident, the Claims or the Lawsuit.

(c) **INDEMNITY AGREEMENT.** Releasor agrees to indemnify the Released Parties as described in detail below:

In consideration for the payments and other consideration described in Section 2.0, Releasor, on behalf of herself, her beneficiaries, heirs, successors and assigns, agree to and does hereby jointly and severally INDEMNIFY AND HOLD HARMLESS the Released Parties against all claims, demands, causes of action, liabilities (including subrogation interests or liens), damages, costs, expenses (including reasonable attorney fees), liabilities of every kind (including all medical bills), judgments, fines, losses and amounts paid in settlement actually and reasonably incurred that arise out

of the Incident, the Claim or the Lawsuit. The obligation to INDEMNIFY AND HOLD HARMLESS shall be valid and binding against Releasor regardless of any negligence, whether alleged or found, against any of the Released Parties, and regardless of the degree of fault or culpable conduct attributed to Released Parties.

Any obligation to indemnify shall extend solely to those claims arising by, through or under Releasor and no other third parties or other individuals not subject to this agreement. Further, as a pre-condition to Releasor's obligation to indemnify, any individual the Released Parties believe have triggered Releasor's obligation to indemnify must, if confronted with a claim arguably covered by this indemnity (including but not limited to subrogation interests or liens), tender the defense of the claimed interest to Releasor and must give Releasor a reasonable opportunity to resolve the claim before the party claiming under this indemnity incurs any additional costs and/or expenses which could arguably be passed on to Releasors. The Released Parties will likewise give notice to the Releasor as soon as feasibly possible should they believe a claim has been made that is subject to this indemnity provision.

(d) **Attorney's Fees.** Releasor agrees to bear all costs, expenses and attorney's fees arising from the actions of her counsel relating to all matters, including pre-suit and post-suit matters, related to the Lawsuit, including but not limited to filing of all pleadings, court costs, bonds, investigation expenses, settlement negotiations, correspondences, motions and any other matters related to the events at issue in the Lawsuit. It is further specifically and expressly agreed and understood that Releasor will pay out of the consideration stated in Section 2.0(a) all attorney's fees, expenses, and costs incurred in or related to the events that are the subject of the Lawsuit.

(e) **No Tax Advice Provided.** Releasor acknowledges and understands that neither Released Parties nor their attorneys have made any representations or provided any advice regarding the tax consequences, if any, of the payment and settlement set forth in the Settlement Agreement. Releasor represents that she will rely upon the advice of her own chosen attorneys, accountants, or financial advisors concerning the tax consequences of this Settlement Agreement, if any.

4.0 Warranties

(a) **Representation of Comprehension of Document.** Releasor understands and agrees that she will not receive any additional amounts of money beyond the consideration stated in this document in Section 2.0(a). Releasor also declares and represents that no promise, inducement or agreement not herein expressed has been made to her regarding the settlement of all claims arising out of, touching upon or in any way related to the Lawsuit.

Releasor further acknowledges and represent that she has not been influenced to any extent whatsoever in signing this Settlement Agreement nor has she relied upon any representations, statement or inducements regarding the injuries, damages or any other matter made by any person(s) acting on behalf of, by the representatives of or by any person employed by the Released Parties.

In entering into this Settlement Agreement, Releasor represents that she has relied upon the advice of her attorneys, who are the attorneys of her choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely

read and explained to her by her attorneys and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by them.

(c) **Cooperation with Additional Documents.** Upon completion of all the steps listed in Section 2(c), and upon execution of this Settlement Agreement, the parties authorize their respective attorneys to execute and file with the Court any and all documents as may be necessary or appropriate to obtain a mutual and simultaneous dismissal of the Lawsuit.

(d) **Capacity to Execute Settlement Agreement.** Releasor represents that she is legally and mentally competent and fully authorized to bind Releasor to all the terms thereof.

(e) **No Assignment.** Releasor represents and warrants that, with the exception of any fees or costs due to their attorneys, they have not assigned to any other person, corporation or entity any interest in the claims, demands, obligations, or causes of action, at law or in equity, known and unknown, which they have or may have had against Released Parties in any way arising out of, relating to or touching upon the Incident, the Claim and/or the Lawsuit. Releasor declares that all bills or expenses on account of which anyone could assert a lien have been or shall be paid by Releasor and shall, in no circumstances, be paid by the Released Parties.

(f) **Entire Agreement and Successors in Interest.** This Settlement Agreement contains the entire agreement between the Releasor and Released Parties with regard the matters set forth in it and shall be binding upon and inure to the benefit of the legal representatives and assigns of each. There are no other understandings or agreements between the parties.

(g) **Governing Law and Venue.** This Settlement Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas. Venue for any disputes relating in any way to this Settlement Agreement shall lie exclusively in Harris County, Texas.

(h) **Severability.** Each part of this Settlement Agreement is intended to be severable. If any terms, covenants, conditions or provisions of this Settlement Agreement found to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the remaining parts of this Settlement Agreement and the remaining parts shall be legal, valid, and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included.

(i) **Multiple Counterparts.** This Settlement Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement; but, in making proof of this Settlement Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) **Copies.** A copy of this Settlement Agreement may be used and enforced as the original Agreement.

(k) Interpretation. This Settlement Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Settlement Agreement.

EXECUTED on this the 10 day of April, 2023.

Maria Espana Guardado Melgar
Maria Espana Guardado Melgar

ACKNOWLEDGMENT

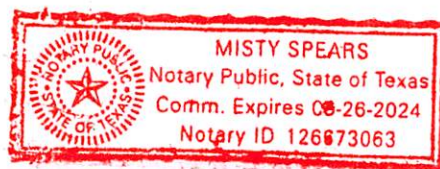
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME on this day, Maria Espana Guardado Melgar, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and swore upon oath that this Settlement, Release and Indemnity Agreement was executed by her as her free act and deed and for the purposes and consideration therein expressed.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me on this the 10 day of April, 2023.

Misty Spears
Notary Public, State of Texas

My commission expires: 09-26-2024



ATTORNEY'S CERTIFICATE

I certify that I am one of the attorneys of record for Plaintiff Maria Espana Guardado Melgar in the Lawsuit, I acknowledge that the attorneys' fees and expenses incurred by the Martinez de Vara Law Firm regarding this Lawsuit will be satisfied out of the consideration set forth in the above Settlement Agreement and that the Martinez de Vara Law Firm hereby releases its claim against Released Parties relating to attorneys' fees and expenses. I further represent that I, Art Martinez de Vara, have full authorization to sign this certificate releasing all claims the law firm has or may have against the Released Parties regarding the Incident, the Claims and the Lawsuit.

A handwritten signature in black ink, appearing to read 'Art Martinez de Vara', with a stylized flourish at the end.

Date: April 20, 2023.

By: _____

Art Martinez de Vara

ORDER OF COMMISSIONERS COURT
Authorizing settlement of a lawsuit

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas on _____, 2023 with all members present.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING SETTLEMENT OF LAWSUIT

*Maria Espana Guardado Melgar v. Harris County, et al; Cause Number 4:22-cv-1539,
in the United States District Court, Southern District of Texas, Houston, Division.*

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that Harris County shall pay to The Martinez De Vara Law Firm, PLLC on behalf of MARIA ESPANA GUARDADO MELGAR, in the amount of \$77,500.00 for consideration of a release of all claims from the Plaintiff, Maria Espana Guardado Melgar. Such payment shall never be construed as an admission of liability on the part of Harris County, and/or its successors and assigns, and/or its officers and employees and/or its, his, her or their agents, servants, successors, heirs, executors, administrators and/or other persons, firms, corporations, associations, or partnerships by whom liability is expressly denied, since this payment is in compromise of a doubtful and disputed claim.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

NOTE TO THE AUDITOR:

- Please make payable to The Martinez De Vara Law Firm, PLLC on behalf of MARIA ESPANA GUARDADO MELGAR in the amount of \$77,500.00.