

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into on the 21<sup>st</sup> day of March, 2023, by and between Nelda Nuncio, individually and on behalf of the Estate of Luis Albert Barrientos ("Nuncio") and the Releasees, as that term is defined below. Nuncio and the Releasees are collectively referred to herein as "Parties."

WHEREAS, Nuncio has filed suit against Webb County, Texas ("Webb County") and certain employees and/or agents of Webb County in a lawsuit captioned as *Nelda Nuncio, Individually and on behalf of the Estate of Luis Albert Barrientos v. Webb County, Texas, et al.*, Case No. 5:20-cv-0092, filed in the United States District Court for the Southern District of Texas (Laredo) (the "Lawsuit");

WHEREAS, Safety Specialty Insurance Company ("Safety") issued or allegedly issued a certain policy of insurance to Webb County (the "Policy") under which Webb County seeks entitlement to benefits with respect to the Lawsuit;

WHEREAS, Safety disputes that the Policy owes an obligation for the Lawsuit; and

WHEREAS, the Parties wish to compromise and resolve fully and finally, without admission of liability or adjudication of any issue of fact or law, the Lawsuit;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, the Parties hereby agree as follows.

1. **Payment.** In consideration of the Release set forth in Paragraph 2 below and other terms and conditions of this Agreement, Safety agrees to pay One Million Three Hundred Twenty-Five Thousand Dollars (\$1,325,000.00) (the "Settlement Sum") to Nuncio in settlement of the Lawsuit. Payment of the Settlement Sum shall be made on or before thirty (30) days after the date this Agreement has been executed by all Parties via check made payable to The Law Offices of Ronald Rodriguez, PC, Trust Account.

2. **Release.** Upon execution of this Agreement, Nuncio hereby releases and forever discharges Webb County, and any parties or individuals who potentially qualify as insureds under the Safety Policy issued to Webb County with respect to the Lawsuit, including all employees or agents of Webb County that have been named or could have been named as defendants in the Lawsuit, including, but not limited to, Sheriff Martin Cuellar, Luis Lozano, Joseph Medina, Adrian Castillo, Miguel Garcia, Alejandro Valdez, Andres Zamarripa, Jorge Sandoval, Jessica Valdez, Claudia Cordova, Gabriel Gonzalez, Ponce Trevino, Correctional Officer Esquinka, Correctional Officer Villarreal, Correctional Officer Valdez, Jose Aguilera, Luis Manuel Ramos, Jaime Magana, MC Resendez, Guadalupe Rivera, and Roel Chavarria, past and present elected officials of Webb County, its agents, servants, employees, attorneys and legal representatives, including, but not limited to, Eric Magee, the law firm of Allison, Bass & Magee, any of Allison, Bass & Magee's employees, agents or representatives, as well as Safety, and each of its past, present and future employees, agents, representatives, parent, subsidiary and affiliated corporations, joint venturers, predecessors, successors, and assigns (collectively, the "Releasees"), from any and all

claims, demands, causes of action, damages, judgments, attorney's fees, costs, liabilities and compensation of any nature whatsoever, whether known or unknown, including without limitation claims for bodily injury, property damage and wrongful death which Nuncio had, now has, or which may hereafter accrue or otherwise acquire, that relate to, arise out of, or in any way concern the Lawsuit (the "Released Claims"). The Released Claims include, without limitation, claims for breach of contract, bad faith, extracontractual damages, violation of alleged duty of good faith and fair dealing, and/or any comparable statutory/regulatory claims, all of which shall be expressly released as of the date this Agreement is executed by the Parties.

Further, the Released Claims shall include all claims, debts, demands, actions, causes of action, suits, sums of money, contracts, agreements, judgments and liabilities whatsoever, both in law and in equity, which relate to the Lawsuit. "Released Claims" shall also include, without limitation, any claims which were brought or could have been brought relating to the Lawsuit for personal injuries or death, bodily injuries, impairment or damage to any right, loss of time, reduced life expectancy, disability, loss of wages, loss of wage earning capacity, physical or mental pain, suffering, anguish, injury or impairment, strict liability, negligence, breach of implied or express warranty, fraudulent misrepresentation, negligent misrepresentation, vicarious liability, *res ipsa loquitur*, punitive damages, exemplary damages, and mental anguish in the past, present and/or future, as well as pain and suffering in the past, present and/or future. "Released Claims" shall further include, without limitation, any claims relating to the Lawsuit for attorney's fees, interest of any kind (including prejudgment interest and post-judgment interest), costs of suit, loss of inheritance, loss of consortium, loss of support, pecuniary loss, loss of society, hospital bills, doctor's bills, medical expenses, examination expenses, treatment expenses, funeral expenses, nursing home expenses, or any other damage or claim of any kind or character which in any way relates to, arises out of, or is in any way connected with the Lawsuit. "Released Claims" shall not include any claims, both in law and equity, that may be brought arising out of the Parties' breach of this Settlement Agreement and Release. "Released Claims" shall not include any claims based on events or conduct occurring after the date this Agreement is executed by the Parties.

3. **Dismissal.** Within five (5) business days after receipt of the Settlement Sum, Nuncio shall file with the Court a Consent Order of Dismissal dismissing with prejudice and without costs the Lawsuit in its entirety.

4. **Third Party Claims.** Nuncio warrants and represents that all liens, reimbursement obligations, and subrogated interests that may relate to or arise out of the Released Claims, including, but not limited to, Medicare/Medicaid liens, child support liens, state or federal income tax liabilities, any doctor, hospital, or insurance bills, state or government agency fees or liens, attorney's fees or liens, and/or other types of governmental liens to which the Settlement Sum may be subject, have been or will be paid, or have been waived, and that no other person or entity is entitled to the Settlement Sum. Nuncio shall defend, indemnify, save and hold harmless the Releasees from any and all claims, demands, lawsuits or causes of action (including reasonable, necessary and customary attorney's fees incurred in defense of any such claim if the released party is the prevailing party), which may hereinafter be made, prosecuted or asserted by any person, firm or corporation, claiming any interest by, through or under Nuncio including, but not limited to, any claims made by or for any health care provider, Medicare or Medicaid, child support obligations or liens and/or any other agency to or on behalf of or for money owed by Nuncio in any way relating to any claims or injuries at issue in the Lawsuit. The scope of Nuncio's indemnity is intended to include indemnification for claims which may hereinafter be asserted by any person, firm or corporation by,

through or under Nuncio by virtue of contractual assignment or operation of law relating in any way to the Lawsuit. It is expressly understood and agreed that should any person, firm or corporation institute any legal proceedings against the Releasees claiming any interest, right or entitlement to the proceeds of the amounts paid in the Settlement Sum, that Nuncio will undertake the defense of the Releasees in any such litigation and pay the court costs and any judgments rendered. The Parties intend for this indemnity provision to comply with the express negligence and express strict liability rules set forth in Texas case law.

5. **No Admission.** The Parties agree that all actions taken and statements made by the Parties in connection with this Agreement shall relate to this matter only and shall be without prejudice or value as precedent, and shall not be taken as a course of performance or as a standard by which other matters may be judged. Nuncio acknowledges that this settlement constitutes the resolution of a disputed claim and that the Releasees make no admission of liability to Nuncio and expressly deny all liability and wrongdoing in connection with the Lawsuit. It is further agreed that this Agreement expresses a full, final and complete settlement of liability claimed and denied, regardless of the adequacy of the compensation and is intended to avoid litigation. There is absolutely no agreement on the part of the Releasees to make any payment and/or refrain from performing any act other than what is expressly stated and clearly agreed to in this Agreement.

6. **Representation of Comprehension of Document.** Each of the Parties has received advice of counsel or has voluntarily chosen not to seek advice of counsel in the preparation, drafting and execution of this Agreement, which was negotiated at arm's length. In entering into this Agreement, the Parties represent that the terms of this Agreement have been fully understood and voluntarily accepted by them.

7. **Prior Communications.** This Agreement supersedes all prior communications between the Parties regarding the matters addressed in the Agreement.

8. **No Assignment.** This Agreement shall not be assignable by any Party hereto without the prior written consent of the other Parties hereto; however, this provision shall not prohibit any assignment by a Party made by merger, consolidation or operation of law or to a person or entity who succeeds to all or substantially all of such Party's assets.

9. **Authority.** The Parties represent and warrant that they have the full right, power and authority to enter into and deliver this Agreement; that each individual signing this Agreement on behalf of the Party is fully authorized to do so; and that this Agreement is enforceable in accordance with its terms.

THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND FULLY UNDERSTANDS IT.

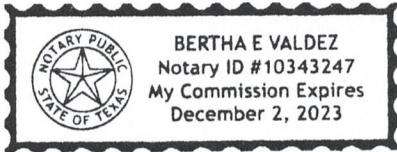
WITNESS MY HAND this 21 day of March, 2023.

Nelda Nuncio  
NELDA NUNCIO, individually and on behalf of the Estate of Luis Albert Barrientos

STATE OF TEXAS           §  
  §  
COUNTY OF WEBB       §

BEFORE ME, the undersigned authority, on this day personally appeared NELDA NUNCIO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has read the foregoing and fully understands it to be a complete release of all claims as described therein, and an agreement of indemnity as described therein and that he executed same for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of March, 2023.



Bertha E Valdez  
Notary Public in and for the State of Texas

WITNESS MY HAND this 21 day of March, 2023.

AGREED AS TO FORM:

Counsel for NELDA NUNCIO, individually and  
on behalf of the Estate of Lewis Albert Barrientos

By: \_\_\_\_\_

Title: Attorney for Plaintiffs

Date: 3-21-23

Counsel for WEBB COUNTY, TX and  
DEFENDANTS TO THE LAWSUIT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAFETY SPECIALTY INSURANCE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_