

CAUSE NO. 067-331083-21

TARRANT COUNTY, TEXAS  
Plaintiff,

vs.

JUSTIN BLAINE MARQUEZ AND  
THOMAS ERIK MARQUEZ  
Defendant.

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IN THE DISTRICT COURT

67<sup>TH</sup> JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

**SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by TARRANT COUNTY, TEXAS, hereinafter referred to as “**Plaintiff**,” and; JUSTIN BLAINE MARQUEZ, THOMAS ERIK MARQUEZ, OLD AMERICAN COUNTY MUTUAL AND EG INSURANCE HOLDCO II, LLC, and SPRINTERS INSURANCE, hereinafter referred to as “**Defendants**,” and all persons, natural or corporate, in privity with him, and any of their agents, representatives, employers, insurers, assigns, officers or directors, and any other person, firm, or corporation bound to defend or pay judgments against them, herein after collectively referred to as the “**Released Persons**.”

**Article I.**

**STATEMENT OF FACTS**

The parties stipulate and agree to the following facts:

1. Basis of Cause of Action. Whereas, on the 26<sup>th</sup> day of April 2019, Plaintiff allegedly sustained property damages as the result of an automobile accident in which the Defendants were involved.
2. Relief Sought Through Suit. Whereas, Plaintiff instituted the above-styled and numbered cause against Defendants, seeking to recover property damages arising out of the accident.
3. Scope of Settlement. Whereas, bona fide disputes and controversies exist between

the parties to this agreement, both as to fact and extent of liability, if any, and by reason of such disputes and controversies, the parties to this agreement desire to compromise and settle all property damage claims and causes of action regarding property damages which Plaintiff has or may have in the future arising out of such occurrence against the released parties and intend that the full terms and conditions of the compromise and settlement agreement be set forth in this Settlement Agreement.

4. Intent. Whereas, it is intended by all parties to this agreement that this be the end of all litigation regarding property damages or potential litigation regarding property damages as between them arising out of this accident, in so far as it concerns the Defendant as set out above, and all persons, natural or corporate, in privity with him or any of his agents, representatives, employees, insurers, assigns, officers or directors, and any other person, firm, or corporation bound to defend or pay judgments against him (collectively, the "Released Persons"), all terms are to be interpreted in accordance with that intent.

## **Article II.**

### **SETTLEMENT TERMS**

NOW, THEREFORE, for and in consideration of the recitals set forth above and the **total sum** of **Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for Plaintiff TARRANT COUNTY, TEXAS**, the receipt and sufficiency of which is hereby acknowledged, Plaintiff has this day released and by these presents does release, acquit, and forever discharge Defendants as set out above, and all persons, natural or corporate, in privity with him or any of their agents, representatives, employees, insurers, assigns, officers or directors, and any other person, firm, or corporation bound to defend or pay judgments against them ("the Released Persons") from any and all property damages or causes of action regarding property damages, at common law, statutory or otherwise, that Plaintiff has arising out of or relating to the property damages suffered by Plaintiff

made the subject of the referenced litigation.

1. Restitution. The parties acknowledge that Defendant was ordered to pay restitution in the amount of \$6,000.00 (Six Thousand Dollars) to Plaintiff Tarrant County. The parties do not intend to discharge said restitution by this agreement. Accordingly, Defendant agrees to pay the balance owed on the \$6,000.00 restitution payment at the time of execution of this agreement (if any) in addition to the amounts discussed in this Agreement.

2. Dismissal. Plaintiff shall dismiss, with prejudice, the entire action, in all respects, against Defendant, and covenant never to sue Defendants or any of their representatives, employees, insurers, shareholders, officers, directors, successors, heirs, attorneys, assigns or any of the released persons for any property damages arising out of or relating to the accident which is the subject of this litigation.

3. Release; Costs. The parties hereto further agree that an agreed order is to be presented to the above-designated court, fully and finally dismissing Plaintiff's causes of action against Defendant, with prejudice to the rights of Plaintiff to re-file same or any part, each party to bear his or her own costs.

4. Binding Effect. It is understood and agreed that this compromise settlement agreement shall be binding upon and inure to the benefit of the parties and attorneys, the Released Persons, and their respective heirs, representatives, successors, and assigns.

5. Entire Agreement. It is understood and agreed that this compromise settlement agreement contains the entire agreement between the parties and attorneys and supersedes any and all prior agreements, arrangements, or understandings between the parties and attorneys relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this compromise settlement agreement exist. This compromise settlement agreement

cannot be changed or terminated orally.

6. Liability. It is understood and agreed that this is a compromise of a doubtful and disputed claim, and that nothing contained herein shall be construed as an admission of liability by or on behalf of the Released Persons, all such liability being expressly denied.

7. Choice of Law. It is understood and agreed that this compromise settlement agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas.

8. Counterparts. It is understood and agreed that this compromise settlement agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. No waiver. No waiver of any of the terms of this Settlement Agreement shall be valid unless in writing and signed by all parties to this Settlement Agreement. No waiver of default of any term of this Settlement Agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

10. Agreement Prepared Jointly by Attorneys for Both Parties. This Settlement Agreement has been drafted and prepared by the joint efforts of the respective attorneys for each of the parties.

11. Partial Invalidity. If any provision of the Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

12. Acknowledgment. Plaintiff warrants and acknowledges that they have read this agreement and fully understand it to be a compromise and settlement and release of all property damages, known or unknown, present or future, that it has or may have against Defendants or

Released Persons, arising out of the matters described. Plaintiff warrants that Plaintiff is of legal age and legally competent to execute this agreement, and that he does so of his own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

### **Article III.**

#### **INDEMNITY AGREEMENT**

**To the extent allowed under the Texas Constitution, In further consideration of the receipt of funds as above described, the undersigned as Plaintiff does hereby agree to indemnify up to the amount of the consideration to Plaintiff as mentioned above, defend and hold harmless Defendant, and all Released Persons, natural or corporate, in privity with Defendants or any of Defendants' agents, representatives, employees, insurers, assigns, officers or directors, and any other person, firm, or corporation bound to defend or pay judgments against Defendant, from and against any and all claims, demands, or causes of action brought by through, or under each respective Plaintiff, but not the other Plaintiff, arising from or relating to the property damages suffered by TARRANT COUNTY, TEXAS, made the subject of the referenced litigation, which has arisen prior to or as of the date of this agreement, including claims for contribution or indemnity for actual, exemplary or punitive damages or for costs, attorneys fees or expenses, whether such claims, demands or causes of action are based in tort, contract, statute or otherwise, including particularly, but without limitation thereto, any claims, complaints, demands or causes of action by any insurer(s), or any of their heirs, assigns, successors, subsidiaries, subrogees, parent corporation or related corporations, or any other person claiming through them, or any person or entity. THIS INDEMNITY APPLIES TO ALL CAUSES OF ACTION WHETHER BASED IN WHOLE OR IN PART ON ANY THEORY OF RECOVERY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACT, FRAUD, STRICT LIABILITY,**

**STATUTORY VIOLATION OR BREACH OF CONTRACT, AND WHETHER BASED IN WHOLE OR IN PART ON THE ALLEGED SOLE, JOINT, SEVERAL OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACT, FRAUD, STRICT LIABILITY, STATUTORY VIOLATION OR BREACH OF CONTRACT OF ANY OF THE "RELEASED PARTIES", AND WHETHER FOR CONTRIBUTION, INDEMNITY OR OTHERWISE.**

The parties stipulate that this agreement meets the "express negligence" rule set forth by the Supreme Court in *Ethyl Corp. v. Daniel Const. Co.*, 725 S.W.2d 705 (Tex. 1987).

This indemnity is not limited by the amount paid by or on behalf of the Released Persons. Plaintiff will pay all damages, costs, and attorneys' fees to be owed to anyone by any of the Released Parties arising out of or related to any matter released by this agreement, and Plaintiff will be solely responsible for his or her defense.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
B. GLEN WHITLEY  
Tarrant County Judge

**STATE OF TEXAS           §**  
**COUNTY OF TARRANT   §**

BEFORE ME, the undersigned authority, on this day personally appeared B. GLEN WHITLEY, Tarrant County Judge, known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument, is authorized to make this agreement, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC, In and For  
the State of TEXAS

**FOR THE COUNTY  
APPROVED AS TO FORM\*:**



4/29/2022

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Stephen A. Lund (Date)

Assistant District Attorney  
State Bar No. 24086920  
Tarrant County District Attorney's Office  
Tarrant County Justice Center  
401 West Belknap, 9<sup>th</sup> Floor  
Fort Worth, Texas 76196-0201  
**ATTORNEY FOR TARRANT COUNTY, TEXAS**