

# THE SILVERA FIRM

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

17070 DALLAS PARKWAY  
SUITE 100  
DALLAS, TX 75248

TELEPHONE (972) 715-1750  
FACSIMILE (972) 715-1759  
RHORTON@SILVERALAW.COM

September 21, 2019

Isabel Lopez  
Claims Examiner III  
TRISTAR Risk Management  
P.O. Box 2805  
Clinton, IA 52733-2805

[Isabel.Lopez@tristargroup.net](mailto:Isabel.Lopez@tristargroup.net)

Re: *Rolando Elizalde v. Progressive County Mutual Insurance Company*

Dear Isabel:

This letter is my report on the mediation I attended on September 20, 2019 in San Antonio. The mediator was former Judge Raul Vasquez. All parties and/or their attorneys were present. Although this wasn't technically our mediation to attend, I was successful in obtaining a settlement agreement drafted by the mediator and signed by Mr. Elizalde's attorney. That agreement is attached for your records.

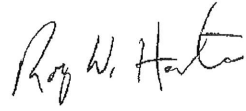
As you can see, we resolved the recoverable workers' compensation lien (\$25,221.66) for \$15,000 net dollars to be paid to Webb County within 30 days. This amount was paid from the \$50,000 policy limits previously paid by the third-party driver, Gabriel Alejandro's insurer, Farmers. After deducting the statutory attorney's fees of 1/3 of the amount of our lien (\$8407.22) plus our statutory proportionate amount of the expenses (1/2 of appx. \$5,000) we actually received about \$700 more than what Alejandro could have argued he owed on the lien.

At this time, we will prepare our final bill and prepare to close our file on this matter. Please advise once you have received the \$15,000 payment or let me know if you do not receive that payment in the next 30 days.

As always, thank you for allowing us to assist in the defense of these matter and call with any questions or concerns.

Page 2  
Isabel Lopez

Sincerely,

A handwritten signature in cursive script that reads "Roy W. Horton".

Roy W. Horton

RWH/jwj\*101-366

Attachments

cc: Adriana Talbot w/attachments (via email)

[atalbot@webbcountytx.gov](mailto:atalbot@webbcountytx.gov)

# SETTLEMENT AGREEMENT

CAUSE NO. 2018-CVA-000183-D4

Style: **Rolando Elizalde**

Vs.

**Progressive County Mutual Insurance Company**

DATE OF SETTLEMENT September 20, 2019

The parties have entered into settlement negotiations in the above-styled and numbered cause and have made certain agreements intended to resolve their dispute. They intend to be contractually bound by the following terms and conditions.

The parties contemplate that formal settlement and release documents will be prepared by their attorneys within a short time, and that final judgments and orders for the Court will be submitted when the formal documents are signed and executed.

This settlement agreement, however, is intended to be binding and enforceable upon the parties immediately and agree that the formal documents and final orders of the court will not change the material and essential terms of this agreement. Furthermore, the parties agree that any conflict between this settlement agreement, and the formal settlement and release documents to be prepared shall be resolved by the Court, and that such resolution by the Court of such conflict shall be final and binding on the parties.

## TERMS OF SETTLEMENT:

Plaintiff Rolando Elizalde, Intervenor Webb County and Defendant Progressive County Mutual Insurance Co. hereby agree to settle all claims and controversies between them in this lawsuit according to the following terms.

Settlement is no admission of liability.

Plaintiff, Rolando Elizalde, agrees to pay Intervenor Webb County the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to be paid within 30 days from the date drafting instructions are received. Drafting instructions as follows: Check payable to Webb County with Tax ID no. 746001587 and mailed to Tristar Risk Management at 70 N.E. loop 410 Suite 800, San Antonio. Defendant Progressive County Mutual Insurance Co. agrees to pay Plaintiff Rolando Elizalde the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to be paid within 30 days from the date drafting instructions are received.

Plaintiff and Intervenor agree to fully indemnify Defendant, and their insurers, affiliates, and assigns from any and all claims by, through and under Plaintiff and Intervenor against Defendant and will execute a separate standard indemnity agreement.

Plaintiff and Intervenor agree to release any and all claims and/or liens by, through and under Plaintiff and Intervenor against Defendant, their agents, affiliates, insurers, and assigns and sign an order of dismissal with prejudice.

The parties and their attorneys further agree that, except as otherwise required by specific court order, statute, or other binding requirement of law, they will keep confidential any and all settlement negotiations and the amount of settlement. While the parties represent that this agreement would not have been consummated absent the foregoing confidentiality covenants, the parties acknowledge that no portion of the settlement amount represents consideration for the mutual promise to maintain strict confidentiality of the amount of the settlement. Rather, the parties expressly have agreed that each other's reciprocal confidentiality covenant is the sole consideration given in exchange for that of the other.

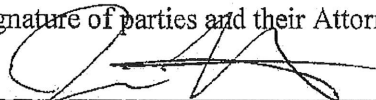
Each of the parties and their attorneys, by their signatures below declare

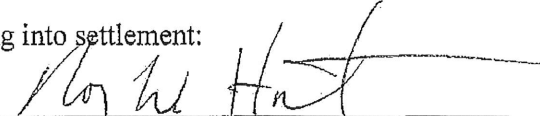
- 1) that they have read and understood the terms and conditions of this settlement agreement;
- 2) that they are in full accord with the terms hereof;
- 3) that they have had an opportunity to discuss these terms and their effect upon each of them with their attorneys;
- 4) that they execute this agreement on advise of their respective counsel;
- 5) that they execute this agreement without reservation, freely and voluntarily and with the intent of settling this dispute;
- 6) that they each understand and agree that this agreement is a binding contract that may be enforced against each of them by the Court; and
- 7) that each party bear their own attorneys fees and costs.

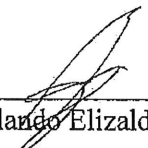
**THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS MADE IRREVOCABLE BY THEM AND THAT THEY MAY NOT CHANGE THEIR MIND AFTER SIGNING IT. THE AGREEMENT IS SIGNED BECAUSE EACH OF THE PARTIES HAVE EXPRESSED THEIR DESIRE TO BE BOUND BY IT. THEREFORE, THE PARTIES ARE ADVISED NOT TO SIGN THIS AGREEMENT UNLESS THEY ARE COMPLETELY IN ACCORD WITH EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT.**

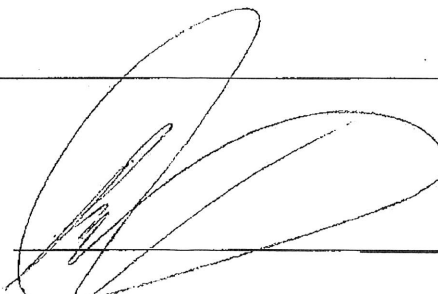
Dated this 20th day of September, 2019.

Signature of parties and their Attorney entering into settlement:

  
\_\_\_\_\_  
Jessica Mendicutti, Attorney for Plaintiff

  
\_\_\_\_\_  
Roy W. Horton, Attorney for Intervenor

  
\_\_\_\_\_  
Rolando Elizalde, Plaintiff

\_\_\_\_\_  


Signature of Mediator: