

Hidalgo County Clerk
Estimated Interest Earned on Uninvested Registry Deposit

Investment Date	Amount Invested	Rate (a)	Year Interest	Accumulate Amount
12/1/1991	\$ 4,666.90	0.0569	265.55	4,932.45
12/1/1992	4,932.45	0.0352	173.62	5,106.07
12/1/1993	5,106.07	0.0302	154.20	5,260.27
12/1/1994	5,260.27	0.0462	243.02	5,503.30
12/1/1995	5,503.30	0.0515	283.42	5,786.72
12/1/1996	5,786.72	0.049	283.55	6,070.27
12/1/1997	6,070.27	0.049	297.44	6,367.71
12/1/1998	6,367.71	0.0499	317.75	6,685.46
12/1/1999	6,685.46	0.0455	304.19	6,989.65
12/1/2000	6,989.65	0.05	349.48	7,339.13
12/1/2001	7,339.13	0.03	220.17	7,559.30
12/1/2002	7,559.30	0.0225	170.08	7,729.39
12/1/2003	7,729.39	0.0135	104.35	7,833.73
12/1/2004	7,833.73	0.0208	162.94	7,996.67
12/1/2005	7,996.67	0.0399	319.07	8,315.74
12/1/2006	8,315.74	0.05035	418.70	8,734.44
12/1/2007	8,734.44	0.0486	424.49	9,158.93
12/1/2008	9,158.93	0.0246	225.31	9,384.24
12/1/2009	9,384.24	0.0143	134.19	9,518.44
One Month	9,518.44	0.0143	11.56	9,530.00 (b)
			4,863.10 c	
Less Administration Fee			486.31	486.31 c
Net Amount From General Fund			<u>4,376.79</u>	
Net Amount to Minor				<u>9,043.69</u>

(a) Used a combined amount from actual FNB rates provided currently and in past Commissioner's Court approved calculations and the Rates from the Federal Reserve Statistical Release for Federal Funds.

(b) Amount due at 12/31/2010

c Total interest of this amount 10% (486.31) would be reduced as administration fee This could be reduce from the total amount paid or a second check made payable to the County Clerk Office which would be reported as fees.

FS-583/0601 JRJ:lc November 19, 1991

ORIGINAL

AT 4:00 O'CLOCK P M

DEC 2 1991

CLERK

BY *[Signature]* DEPUTY

CAUSE NO. CL-22,251-C

W.E.O. Jr

MARIVEL GARZA ~~AND HEBERTO~~
 GARZA, INDIVIDUALLY AND AS
 NEXT FRIENDS OF HEBERTO
 GARZA, JR., MINOR

VS.

MARTIN CANALES, III

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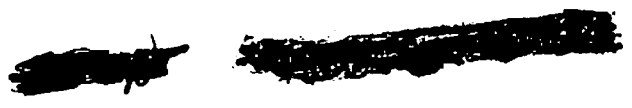
IN THE COUNTY COURT AT LAW

HIDALGO COUNTY, TEXAS

FINAL JUDGMENT .

BE IT REMEMBERED that on this day came on for hearing the above entitled and numbered cause, and came on Plaintiff's MARIVEL GARZA ~~AND HEBERTO GARZA~~ *W.E.O. Jr*, INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., A MINOR and through their attorney of record, MR. CARLOS L. GUERRA; and came Defendant, MARTIN CANALES, III, by and through their attorney of record, MR. JULIAN RODRIGUEZ, JR., One Park Place, 100 East Savannah, Suite 500, McAllen, Texas and in open Court entered appearances, announced ready for trial and waived a jury.

The Court has previously appointed WILLIAM E. OWEN to serve as attorney and Guardian Ad Litem for said minor Plaintiff, HEBERTO GARZA, JR. The Court is of the opinion and finds that he is a practicing attorney of good standing before the Court and that he is a satisfactory and proper person to represent the interest of HEBERTO GARZA, JR., said minor Plaintiff herein. IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that WILLIAM E. OWEN is satisfactory and a proper person and is qualified to act herein as Guardian Ad Litem for said Minor, HEBERTO GARZA, JR.



All parties announced in open Court that they had agreed, subject to the approval of the Court, to fully compromise and settle all matters in controversy and dispute between them; and that they had signed Compromise, Settlement and Release Agreement which has previously been filed with the documents and pleadings in this cause with the County Clerk.

The Court proceeded to hear evidence offered by all the parties, the representations of the attorneys, together with reviewing the terms, covenants and conditions of said Compromise, Settlement and Release Agreement. All parties offered evidence, rested and closed The Court finds that pursuant to the terms of said Compromise Settlement and Release Agreement, the total sum of SEVEN THOUSAND AND NO/100TH (\$7,000.00) DOLLARS is to be paid to the Plaintiffs as follows:

A. The sum of FOUR THOUSAND SIX HUNDRED SIXTY-SIX AND 90/100TH (\$4,666.90) DOLLARS mentioned as part of the consideration given under the terms of this Agreement has been paid to the Clerk of the County Court, Trustee, for the use and benefit of HEBERTO GARZA, JR. This amount is paid for the use and benefit of HEBERTO GARZA, JR., said minor child, for any and all claims of personal injury, psychological damages and all other losses and expenses, whether such claims be known or unknown, past, present or future, including future diminished capacity to work or loss of earnings, and including all medical expenses incurred by or on behalf of said minor child resulting from the accident made the basis of this lawsuit. This amount has been paid by the Released Parties into the Registry of the Court by depositing said sum with the County Clerk.

B. The sum of TWO THOUSAND THREE HUNDRED THIRTY-THREE (\$2,333.10) has been paid to MARIVEL GARZA AND ~~HEBERTO GARZA~~ INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR. A MINOR, and CARLOS L. GUERRA their attorney, for all claims of personal injury, psychological damages and any and all other losses and expenses, whether such claims be known or unknown, past, present, or future, including future diminished capacity to work, loss of earnings in the past or future, attorney's fees, and including any and all medical expenses incurred herein on behalf of MARTIN CANALES, III and including any and all claims against FARMERS INSURANCE GROUP and PAT HOUSTON for bad faith, unfair claim practices, and any violations of the Deceptive Trade Practices Act and/or the insurance code of the State of Texas.

Handwritten initials: JCL, MGG

The Court finds that said Compromise, Settlement and Release Agreement is in all things proper and just and that the same should be in all things approved.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that said Compromise, Settlement and Release Agreement is in all things approved.

It further appears to the Court that Defendants, MARTIN CANALES, III, FARMERS INSURANCE GROUP, and PAT HOUSTON, has this day in open Court paid to Plaintiffs the sum of SEVEN THOUSAND AND NO/100TH (\$7,000.00) DOLLARS in full satisfaction of this Judgment.

The Court here now orders a reasonable fee to WILLIAM E. OWEN, said Guardian Ad Litem for HEBERTO GARZA, JR., the minor Plaintiff, in the sum of \$ 1,250, which sum is to be taxed herein as part of the costs of this Court.

IT IS FURTHER ORDERED that all costs of Court are hereby assessed against Defendants, MARTIN CANALES, III and FARMERS INSURANCE GROUP including expert witness fees and Guardian Ad Litem

fees, for which execution may issue if not timely paid.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that Defendants, MARTIN CANALES, III and FARMERS INSURANCE GROUP along with the other persons and entities mentioned as Released Parties in the Compromise, Settlement and Release Agreement shall be and hereby stand fully and finally released, acquitted and discharged from all liability to Plaintiffs by virtue of this Judgment and that this Judgment shall be an absolute bar to any further prosecution of this cause or any part thereof.

SIGNED on this the 20th day November, 1991.



JUDGE PRESIDING

ORIGINAL

CAUSE NO. CL-22,251-C

MARIVEL GARZA AND ~~HEBERTO GARZA~~, INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., MINOR
VS.
MARTIN CANALES, III

IN THE COUNTY COURT AT LAW
NUMBER 3
HIDALGO COUNTY, TEXAS

4:00
O'CLOCK
WILLIAM E. OWEN, CLERK
COUNTY COURT AT LAW NO. OF HIDALGO CO., TX
DEPUTY

COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this Compromise, Settlement and Release Agreement is made and entered into pursuant to the consideration, terms, covenants and conditions herein enumerated, as follows:

1. Designation of the Parties: ~~MARIVEL GARZA AND HEBERTO GARZA~~ ^{W.E.O.} INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., A MINOR and MR. WILLIAM E. OWEN, Guardian Ad Litem for said HEBERTO GARZA, JR., minor child, collectively called Plaintiff in this action, all of the forementioned are referred to in this Agreement as "Releasing Parties."

MARTIN CANALES, III and FARMERS INSURANCE GROUP is referred to in this Agreement as "Released Parties."

2. Allegations of Releasing Parties: The Releasing Parties alleged that on or about March 24, 1989, HEBERTO GARZA, JR., minor child, was injured in the premises of 4 Miles Southeast of Roma. This incident occurred at 4 Miles Southeast of Roma, Starr County, Texas on Highway 83. Plaintiff's allege that the injuries sustained by the minor child were the direct and proximate result of the negligence of MARTIN CANALES, III.

3. Contentions of Released Parties: The Released Parties strenuously and vehemently deny that they may have breached any legal duty to the Releasing Parties, deny any negligence on their part, deny that the Releasing Parties have sustained any damages and deny that they are liable to the Releasing Parties for any of this conduct.

4. Consideration: The Releasing Parties hereby acknowledge and confess that the total sum of SEVEN THOUSAND AND NO/100TH (\$7,000.00) DOLLARS has this day been paid to them, and that said cash consideration, together with the terms, covenants and conditions contained herein are adequate consideration for the making and execution of this Agreement.

The SEVEN THOUSAND AND NO/100TH (\$7,000.00) DOLLARS have been paid to the Releasing Parties as follows:

A. The sum of FOUR THOUSAND SIX HUNDRED SIXTY-SIX AND 90/100TH (\$4,666.90) DOLLARS mentioned as part of the consideration given under the terms of this Agreement has been paid to the Clerk of the County Court, Trustee, for the use and benefit of HEBERTO GARZA, JR. This amount is paid for the use and benefit of HEBERTO GARZA, JR, said minor child, for any and all claims of personal injury, psychological damages and all other losses and expenses, whether such claims be known or unknown, past, present or future, including future diminished capacity to work or loss of earnings, bad faith, unfair claim practices and any violations of the Deceptive Trade Practices Act and/or the insurance code of the State of Texas and including all medical expenses incurred by or on behalf of said minor child resulting from the accident made the basis of this lawsuit. This amount has been paid by the Released Parties into the Registry of the Court by depositing said sum with the County Clerk. Thereafter, the County Clerk shall deposit said

sum into an interest bearing account to be paid to said minor upon his twenty-first birthday or upon further order of this Court.

B. The sum of TWO THOUSAND THREE HUNDRED THIRTY-THREE AND 10/100TH (\$2,333.10) has been paid to ~~MARIVEL GARZA AND HEBERTO GARZA~~ ^{W.E.O. CJ} ^{MGG} GARZA, INDIVIDUALLY and their attorney, CARLOS L. GUERRA for any and all claims of personal injury, psychological damages and any and all other losses and expenses, whether such claims be known or unknown, past, present, or future, including future diminished capacity to work, loss of earnings in the past or future, attorneys' fees, and including any and all medical expenses incurred herein on behalf of HEBERTO GARZA, JR and including any and all claims against FARMERS INSURANCE GROUP for bad faith, unfair claims practices, and any violations of the Deceptive Trade Practices Act and/or the insurance code of the State of Texas.

5. Purpose of Agreement: The parties hereto all agree and desire to fully compromise and settle all matters in controversy by and between them, subject to the approval of the Court. The parties agree that the Judgment shall be entered in this cause reciting the consideration stated in this Agreement, representing to the Court that all matters in controversy by and between them have been fully compromised and settled, that there is no further need or occasion for Plaintiff's-Releasing Parties to prosecute this suit or any part thereof against Defendant or Released Parties, and that said Judgment shall be an absolute bar to any such further prosecution.

In consideration of all of the matters previously mentioned, the receipt and sufficiency of which are acknowledged and confessed the Releasing Parties have this day released, and by this Agreement do fully release, acquit and forever discharge the Released Parties from any and all claims, demands, damages, actions and causes of

action of any kind whatsoever at common law, statutory or otherwise, which the Releasing Parties have or may have, known or unknown, now existing that might arise hereafter, directly or indirectly attributable to the accident which occurred on or about March 24, 1989 in Starr, County, Texas and related matters all more particularly described in the pleadings on file in the foregoing mentioned cause; it being intended to release all claims of any kind which the Releasing Parties may have against the Released Parties, whether asserted in said cause or not.

6. Indemnification Clause: In further consideration of the receipt of the funds herein described, the Releasing Parties do hereby agree to defend, indemnify and hold harmless the Released Parties, from and against any and all claims, damages, demands, actions or causes of action, for hospital, medical or doctor bills, expenses and liens, subrogation, contribution and/or indemnity, including claims for attorney's fees which any person or entity has or may have arising out of or involving the incidents, events, matters and/or causes of action herein described. The Releasing Parties agree to execute any and all instruments, waive any findings and release any portion of a Judgment necessary to effectuate this Agreement to hold the Released Parties harmless and to indemnify them.

MARIVEL GARZA AND ~~HEBERTO GARZA~~^{W.E.O. MGG}, INDIVIDUALLY AND AS NEXT FRIEND OF HEBERTO GARZA, JR, A MINOR, his heirs, successors and assigns, in further consideration of the funds herein recited hereby agree to fully indemnify and hold the Released Parties harmless for any and all claims, actions, causes of action, demands, expenses including attorney's fees, costs, and disputes made, asserted by Plaintiff's, after such child reaches the age of majority or any objections, disputes or complaints made about this

Court having jurisdiction over the persons or subject matter made the basis of this suit. It is expressly understood and agreed that this contract is enforceable in the Court of the State of Texas.

7. Contractual Nature of Agreement: It is expressly understood and agreed that the terms hereof are contractual and not merely recitals.

8. Resolution of Disputed Case: This agreement contained herein and in consideration transferred are to compromise disputed claims, to avoid the expenses and uncertainty of litigation and to buy peace. No payments made, releases given or other consideration exchanged shall be construed as an admission of liability by any party.

9. Understanding, competency, and capacity: Each person who signs this agreement warrants that he or she has read this agreement, that he or she fully understands it to be compromised, settlement and release of all claims, that this settlement is final and conclusive and that the Releasing Parties on account of the facts and circumstances mentioned herein desire to forever release the aforementioned Release Parties, from any and all claims whether known or unknown or whatever basis, past, present or future. Each person who signs this agreement, further warrants that he or she is either an attorney of record for a party herein or a party to this cause and agreement. Each person who is not an attorney represents that he or she has been explained the meaning of this agreement and the consequences thereof. All persons who sign this agreement warrant that he or she is of legal age, legally competent, that he or she has capacity to sign this document in the manner indicated and that he or she has done so on his or her own free will and accord without reliance on any representation of any kind not expressly set forth herein.

10. Disposition of pending litigation: There is currently pending in the COUNTY COURT AT LAW NUMBER THREE, HIDALGO COUNTY, TEXAS, CAUSE NO. CL-22,251-C, styled: ~~MARIVEL GARZA AND HEBERTO GARZA~~, ^{W.E.O.} INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., MINOR VS. MARTIN CANALES, III. The signing of the Judgment contemplated in paragraph 5 herein, and the terms, covenants, conditions, releases and consideration expressed in this agreement will fully compromise, settle and dispose of this cause, and will serve as an absolute bar to any and all further prosecution of the matters herein stated.

IN WITNESS WHEREOF the parties have signed this agreement on this the 20th day of November, 1991.

Maribel Garcia
MARIVEL GARZA, INDIVIDUALLY

Maribel Garcia
MARIVEL GARZA, AS NEXT FRIEND OF
HEBERTO GARZA, JR., A MINOR

~~HEBERTO GARZA, INDIVIDUALLY~~

Heberto Garza
W.E.O. M.G.

HEBERTO GARZA, AS NEXT FRIEND OF
HEBERTO GARZA, JR., A MINOR

Plaintiffs-Releasing Party

APPROVED:

CARLOS L. GUERRA
4121 N. 23RD STREET
McAllen, Texas 78504
(512) 687-8181

Carlos L. Guerra

CARLOS L. GUERRA
State Bar No. 08574400
ATTORNEYS FOR PLAINTIFFS
MARIVEL GARZA AND HEBERTO
GARZA, INDIVIDUALLY AND AS NEXT
FRIENDS OF HEBERTO GARZA, JR., A
MINOR

WILLIAM E. OWEN
District Attorney's Office
Hidalgo County Courthouse
Edinburg, Texas 78539
(512) 380-6780

William E. Owen

WILLIAM E. OWEN
State Bar No. 15375160
GUARDIAN AD LITEM FOR
HEBERTO GARZA, JR. A MINOR

THORNTON, SUMMERS, BIECHLIN,
DUNHAM & BROWN, INC.
One Park Place
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McAllen, Texas 78503
(512) 630-3080
(512) 630-0189 fax

Julian Rodriguez, Jr. / Sum

JULIAN RODRIGUEZ, JR.
State Bar No. 17146770
ATTORNEYS FOR DEFENDANT
MARTIN CANALES, III AND
FARMERS INSURANCE GROUP