

GENERAL RELEASE AND SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of payment by CYPRESS PROPERTY AND CASUALTY INSURANCE COMPANY and on behalf of Wayne Ochoa dba S & W Paving in the amount of Five Thousand Six Hundred and Forty Seven Dollars and 73/100ths (\$5,647.73) receipt of which is hereby acknowledged, the undersigned Mr. Valde Guerra, Executive Officer of Hidalgo County ("RELEASOR") hereby release and forever discharge any and all claims made against Wayne Ochoa dba S & W Paving Policy Number TGL500604504, Claim Number CTX200053382 they have or may have against CYPRESS PROPERTY AND CASUALTY INSURANCE COMPANY and its agents, subsidiaries, adjusters, third-party administrators, re-insurers, affiliates, employees, representatives, attorneys, and assigns (hereinafter "RELEASEES"), of and from any and all manner of claims, damages, actions, attorney fee claims, causes of action, suits at law or in equity, breach of contract or sum or sums of money arising from any act or occurrence, or from any claim handling or on account of any and all economic damage, personal property loss, contents damage, property damage, loss of use, additional living expenses, dwelling damage, loss of value or damage of any kind whatsoever, including any extra contractual or bad faith damages both whether at common law or statutory, known or unknown, already sustained or allegedly sustained in consequence of any incidents, casualties, events, acts, claim handling or omissions to act stemming from the property damage that occurred on or about May 10, 2023 at property located at or near 711 E LeI Cibolo Rd, Edinburgh, TX 78541, Policy Number TGL500604504 Claim Number CTX200053382.

It is understood, acknowledged and agreed that this Release is a compromise of a disputed claim, and that the payment made by the RELEASEES is not to be construed as an admission of liability.

It is further understood, acknowledged and agreed that there are no outstanding liens, bills or claims from any collateral source, insurer, attorney, law firm, public adjuster and/or other entity, and that any such liens, bills, claims for liens and/or subrogated interests which may exist will be fully satisfied from the above-described consideration prior to any distribution.

It is further declared and represented that no promise or agreement or assignment not herein expressed has been made and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

It is further declared and represented that the terms of the settlement have been completely read and fully understood, and that the terms of the settlement are voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages identified above, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid injuries and damages.

It is further agreed that the laws of the State of TEXAS shall govern the validity, construction, interpretation and effect of this agreement.

IN WITNESS WHEREOF, with the intent to be legally bound hereby, the RELEASOR has hereunto set his hand to this document on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mr. Valde Guerra, Executive Officer of  
Hidalgo County

\_\_\_\_\_  
Witness

(STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_)

Sworn to and subscribed before me, the undersigned officer, authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Est ID: 24  
Serial No:

Date: 05/19/2023  
Time: 15:33:33

# ER Paint Shop

2420 west Montecristo rd.  
Edinburg Texas 78541

(956)386-0008 Fax: (956)289-1939

Email: eloytrevino2@outlook.com

Tax Id No: 05-0548446

## INVOICE

Written By ER PAINT SHOP & MECHANICAL

#1143

### ADMIN INFORMATION

sheriff dept

OWNER

sheriff dept

Phone:

: 956-383-8114

: - -  
: - -

LOSS DATA

Veh Condition:

Type of Loss:

Point of Impact:

Days To Repair:

INSURANCE

Insured:

Ins Co:

Adjuster:

Phone: - - x

Claim No:

Policy No:

Date of Loss: / /

### VEHICLE INFORMATION

2021 FORD Explorer Police 4WD

VIN: 1FM5K8AB2MGB89984

Colour: Clear Coat

Prod Date:

Engine: 3.3-L V-6 DOHC 24V

Lic Plate:

Odometer: 0

### LINE ITEM DETAILS

L#	OPER	Q	DESCRIPTION	TYPE	PRICE	NUMBER	LABOR	PAINT
			<b>FRONT BUMPER</b>					
1	Overhaul		Front Bumper O/H				3.5	
2	Repair		Bumper Cover				8.0	2.8 *
3	R&I		Bumper Lower Cover				1.8	
4	R&I		front push gaurd				2.5	
5	Repair		push gaurd				3.0	1.5 *
6	R&I		lt fog light cover				0.6	
7	R&I		rt fog light cover				0.6	
			<b>GRILLE</b>					
8	R&I		Grille				1.2	
			<b>FRONT LAMPS</b>					
9			Aim Front Headlamps				0.6	

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 Serial No:

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**ER Paint Shop**  
 sheriff dept 2021 FORD Explorer Po

**INVOICE**

LINE ITEM DETAILS								
L#	OPER	Q	DESCRIPTION	TYPE	PRICE	NUMBER	LABOR	PAINT
10	Replace	1	Lt Combination Lamp Assy	New	1876.00		1.5	
11	R&I		Rt Combination Lamp Assy				1.5	
			<b>RADIATOR SUPPORT</b>					
12	Replace	1	Front Inner Structure	New	651.13		8.5	
			<b>HOOD</b>					
13	Repair		Hood				6.0	3.0*
14			Add To Ref Underside					1.5*
			<b>LEFT FENDER</b>					
15	Blend		LT Fender					1.5
16	R&I		LT Fender Side Mldg				0.6	
			<b>RIGHT FENDER</b>					
17	R&I		RT Fender Side Mldg				0.6	
18			Clear Coat					2.4
Line Totals -->					2527.13		40.5	12.7

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**INVOICE**

CATEGORY		FINAL SUMMARY TOTALS COMPUTATIONS				TOTALS
<b>LABOR:</b>						
Body . . . . .	40.5	Hrs @	48.00	Per Hour . . . . .	=	1944.00
Refinish . . . . .	12.7	Hrs @	48.00	Per Hour . . . . .	=	609.60
Frame/Structural . . . . .	0.0	Hrs @	75.00	Per Hour . . . . .	=	
Mechanical . . . . .	0.0	Hrs @	125.00	Per Hour . . . . .	=	
<b>PARTS &amp; MATERIAL:</b>						
Parts . . . . .					=	2527.13
Paint Material/Supplies . . . . .	12.7	Hrs @	40.00	Per Hour . . . . .	=	508.00
Body Material . . . . .	27.0	Hrs @	2.00	Per Hour . . . . .	=	54.00
<b>OTHER CHARGES:</b>						
Hazardous Waste Removal . . . . .					=	5.00
<b>SUBTOTAL</b> . . . . .						<b>5,647.73</b>
Sales Tax on	0.00				=	0.00
<b>TOTAL</b> . . . . .						<b>\$ 5,647.73</b>

**- NOTICE -**

This estimate report is based upon our visual inspection and includes only the items listed on this report for repairs. Occasionally, after repair work is started, hidden or missed damage is found and additional costs may be necessary. All parts prices subject to actual invoice. This estimate report is valid for 60 days.

I hereby authorize repairs to my vehicle for the amount of this estimate.

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

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