

TARRANT COUNTY §
STATE OF TEXAS §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, EMILIANO DOMINGUEZ, hereby enters into this settlement agreement voluntary and without coercion;

WHEREAS, the below signed parties desire to fully and finally settle all claims that Dominguez has asserted or could assert against Tarrant County, Texas (hereinafter referred to as "County"), in connection with the facts and circumstances alleged concerning the incident(s) made the basis of this claim on or about September 23, 2022, at or about the intersection of US 377 and Old North Road;

NOW THEREFORE, Dominguez does hereby agree upon this Settlement Agreement and Full, Final and Complete Release of all of the issues involving and/or arising out of the incident(s) made the basis of this claim:

Dominguez agrees to accept the sum of **\$13,000.00** in full settlement of any and all claims, demands, actions and causes of action, of whatever kind or character, which Dominguez may now have, claim to have, or hereafter have against the County, its agents, officials, employees, partners, associates, officers, directors, shareholders, professional associations, corporations, and/or attorneys or representatives, growing out of, connected with, resulting in, or pertaining to in any respects the matters and the things alleged by Dominguez against the County arising out of the incident(s) made the basis of this claim and particularly, but not limited to, any and all claims and demands for property damage, negligence, personal injuries, physical disabilities, physical and mental pain and suffering, mental anguish, loss of income, loss of ability and capacity to labor and earn money, loss of earnings, emotional injuries, claims for punitive and exemplary damages, claims for equitable relief of any and all kinds, claims for hospital, dentist, chiropractic, psychiatrist, psychologist, and other doctors bills and expenses, expenses for hospital and/or dental care and treatment, expenses for drugs, medications, medical tests and laboratories, expenses of transportation for medical or dental care, expenses for nurses, claims for psychological injuries or emotional distress, claims for loss of consortium and any and all other loss, expense and/or detriment of whatever kind or character, present, past or future, which Dominguez, either individually or in any capacity, may now have, hereafter have, or claim to have, growing out of, resulting from, or connected in any way with any acts and/or omissions whatsoever of the County, its agents, officials, employees, partners, associates, officers, directors, shareholders, professional associations, corporations, and/or attorneys or representatives as a result of the incident(s) made the basis of this claim.

It is understood and agreed the \$13,000.00 settlement amount will be distributed to Dominguez as follows:

A check will be issued to in the amount of \$13,000.00 made payable to "EMILIANO DOMINGUEZ and LAW FIRM OF AARON A. HERBERT."

The check will be delivered to the Law Firm of Aaron A. Herbert, 8330 Lyndon B. Johnson Fwy, Ste. 700, Dallas, Texas 75243-1253. This is the full and final amount to be paid; no further money will be paid to Dominguez, to his attorney(s), or to any other person or entity. The County makes no representation to Dominguez regarding the tax consequences of this designation, and Dominguez is liable for any and all taxes due thereon, if any.

It is understood and agreed that Dominguez intends to hereby forever discharge and acquit and fully release the County, its agents, officials, employees, partners, associates, officers, directors, shareholders, professional associations, corporations, attorneys and representatives of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which Dominguez may now have or hereafter have, from any acts and/or omissions growing out of, resulting from, or connected in any way with the incident(s) made the basis of this claim.

It is further understood and agreed that all the expenses of Dominguez growing out of or resulting from the said incident incurred in the past and which may be incurred in the future, including the expense of medical care, doctors, hospitals and all other costs and expenses will be paid by Dominguez, and that the amount paid herein is the entire cash consideration for this Settlement Agreement and Full, Final and Complete Release. Dominguez hereby indemnifies and forever holds harmless the County, its agents, officials, employees, partners, associates, officers, directors, shareholders, professional associations, corporations, attorneys and representatives from any and all claims and demands for such liens, bills, and expenses incurred by anyone as a result of the said incident(s) made the basis of this claim.

It is understood and agreed that the sum of \$13,000.00 paid herein to Dominguez is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Dominguez expressly agrees and represents that he has, or will pay all medical bills, including, but not limited to, dental, hospital, chiropractic, psychiatric, psychological, nurses and other doctors bills and expenses, and all other expenses he has incurred as a result of the said incident(s) made the basis of this dispute. Dominguez hereby indemnifies and forever holds harmless the County, its agents, officials, employees, partners, associates, officers, directors, shareholders, professional associations, corporations, attorneys and

representatives from any and all claims and demands for such liens, bills, and expenses including, but not limited to, those described in this paragraph, and especially of and from any liens under the Hospital Lien Law of the State of Texas, workers compensation liens and Medicare and Medicaid liens and/or superliens.

Dominguez hereby further represents and warrants that he has entered into this Settlement Agreement and Full, Final and Complete Release of his own free will, in accordance with his own judgment, and upon the advice of his attorney(s) and states that he has not been induced to enter into this Settlement Agreement and Full, Final and Complete Release by any statement, act or representation of any kind or character on the part of the County or on the part of anyone. Dominguez acknowledges that he had the assistance of competent counsel in this action who have vigorously engaged in negotiations on his behalf, and who have prior to signature of this document explained to Dominguez the benefits and risks of both settlement and non-settlement of this matter. Dominguez further acknowledges that he holds harmless the County, its agents, officials employees, partners, associates, officers, directors, shareholders, professional associations, corporations, attorneys and representatives from any claim of attorney's fees as to his attorney(s); payment of attorney's fees and costs is solely between Dominguez and his attorney(s), and the County will not pay or be called upon to pay any additional amount as attorney's fees or otherwise, except as herein set out.

In addition, in consideration of said payment, Dominguez hereby represents and warrants that this settlement is being made purely upon a compromise basis in order to avoid further trouble, litigation and expense, and that the County does not admit liability to Dominguez or anyone else as a result of the matters complained of or which might have been complained of but do and have at all times denied any and all such liability. Dominguez represents that he enters into this agreement and accepts its consequences voluntarily, and that in any proceeding or forum of any kind he is forever barred and estopped from claiming otherwise.

It is understood and agreed that the general release given in this Settlement Agreement and Full, Final and Complete Release by Dominguez to the County is to cover all claims of all types, whether arising under common law, the statutes or regulations of the State of Texas, of any other state, or of the United States, or any foreign country.

Dominguez expressly warrants and represents that he is executing this Settlement Agreement and Full, Final and Complete Release, that he is legally competent to do so, and that no assignment, pledge, sale, or transfer of any right, title, interest, or claim of Dominguez has been made.

Dominguez further agrees and expressly warrants that he will indemnify and hold completely harmless the County, its agents, officials, employees, partners, associates, officers, directors, shareholders, professional associations, corporations, attorneys and representatives and each of them, from any claims derivative of Dominguez, that may be made in the future, including any claim that may be made by Dominguez, or any person to whom Dominguez has assigned any rights, and said indemnification will include, but not be limited to, all amounts of all claims, attorneys' fees, and costs of court.

Dominguez acknowledges that this Settlement Agreement and Full, Final and Complete Release is being entered into on his part knowingly, voluntarily, and that he has had reasonable time to deliberate regarding its terms, and that he has had the right and time to consult with his attorney.

It is further understood and agreed that this Settlement Agreement and Full, Final and Complete Release contains the entire agreement of the parties. No change, modification, waiver or discharge of any or all of the terms and conditions of this Agreement shall be effective unless made in writing and signed by each party.

This agreement shall be deemed equally drafted by all signatories and the parties they represent, and the language shall not be construed against any party by virtue of authorship hereof. This agreement shall be construed to fully and finally settle all disputes between the parties hereto. The provisions hereof are severable. Should any portion hereof be found invalid, the remainder of the agreement shall continue in force and effect. Enforcement, if such should be necessary, shall be by action in state court in Tarrant County, Texas.

It is further understood and agreed that the law of the State of Texas applies with respect to the interpretation and construction of this Agreement.

WITNESS OUR SIGNATURES on this the 8 day of April, 2024.

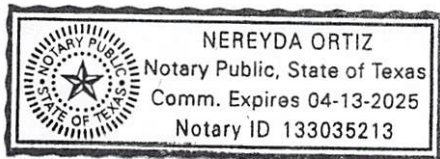
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EMILIANO DOMINGUEZ

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared EMILIANO DOMINGUEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of April, 2024.




NOTARY PUBLIC, In and For
the State of TEXAS

STATE OF TEXAS §
COUNTY OF TARRANT §

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2024.

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

STEPHEN A. LUND
Assistant Criminal District Attorney
State Bar No. 24086920
Tarrant County Criminal District Attorney's Office
Tarrant County Justice Center
401 West Belknap, 9th Floor
Fort Worth, Texas 76196-0201
ATTORNEY FOR TARRANT COUNTY, TEXAS

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