

STATE OF TEXAS

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Tarrant COUNTY

**SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE**

WHEREAS, Malcolm Moffett filed suit against Tarrant County, Texas, cause no. 236-307874-19, styled *Malcolm Moffett v. Tarrant County, Texas*, claiming damages arising from a car wreck on May 24, 2017 ("Action");

WHEREAS the County disputes the claims asserted in the Action and maintains that it would prevail at a trial on the merits;

WHEREAS, the parties hereby enter into this settlement agreement voluntarily and without coercion; and

WHEREAS, the below signed parties desire to fully and finally settle all claims that Moffett has asserted or could assert against the County in the Action relating to the wreck.

NOW THEREFORE, Moffett 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 the Action:

Moffett agrees to accept the sum of \$70,000.00 in full settlement of any and all claims, demands, actions and causes of action, of whatever kind or character, which Moffett may now have, claim to have, or hereafter have against the County, its agents, officials, employees, officers, 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 Moffett against the County arising out of the incident(s) made the basis of the Action and particularly, but not limited to, any and all claims and demands for 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 Moffett, 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, officers, and/or attorneys or representatives as a result of the incident(s) made the basis of the Action.

The County will issue a check jointly payable to Malcolm Moffett and Loncar Lyon Jenkins. It will deliver the check to Mahtab Doty, Loncar Lyon Jenkins, 424 S. Cesar Chavez Blvd., Dallas, TX 75201. This is the full and final amount to be paid; no further money will be paid to Moffett, to his attorney(s), or to any other person or entity. The County makes no representation to Moffett regarding the tax consequences of this payment, and Moffett is liable for any and all taxes due thereon, if any.

In exchange for the \$70,000.00 settlement amount, Moffett agrees to dismiss his claims in the Action with prejudice. Each party will be responsible for bearing its own costs in the Action.

It is understood and agreed that Moffett intends to hereby forever discharge and acquit and fully release the County, its agents, officials, employees, officers, attorneys and representatives, including of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which Moffett 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 the Action.

It is further understood and agreed that all of Moffett's expenses 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 Moffett, and that the amount paid herein is the entire cash consideration for this Settlement Agreement and Full, Final and Complete Release.

It is understood and agreed that the sum of \$70,000.00 paid herein to Moffett is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Moffett expressly agrees and represents that he has paid, will pay, or otherwise resolve 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 because of the said incident(s) made the basis of this dispute.

Moffett hereby further represents and warrants that he has entered into this Settlement Agreement and Full, Final and Complete Release of his own free will and accord, 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. Moffett acknowledges that he had the assistance of competent counsel in this action who has vigorously engaged in negotiations on his behalf, and who

has prior to signature of this document explained to Moffett the benefits and risks of both settlement and non-settlement of this matter. Moffett further acknowledges that he holds harmless the County, its agents, officials, employees, officers, 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 Moffett 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.

Also, in consideration of said payment, Moffett acknowledges 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 Moffett or anyone else as a result of the matters complained of or which might have been complained of, but does and has at all times denied any and all such liability. Moffett 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 Moffett 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.

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

Moffett agrees to indemnify and hold harmless the County, its agents, officials, employees, attorneys and representatives from any and all other valid claims made by any governmental entity and/or any medical lien holder with a legal right to claim by, through or on behalf of Moffett, save and except for any named party claiming contribution, indemnification or other liability of any kind, if the party is not the entity which instigated or encouraged or triggered the filing of the interest or lien. Further, as a pre-condition to Moffett's obligation to tender any defense or indemnity contemplated by this document, any party claiming under said defense and indemnity must, if confronted with a claimed subrogation interest or lien, tender the defense of the interest or lien to Moffett and must give Moffett a reasonable opportunity to resolve the claim before the party released incurs any additional expenses which could be passed on to Moffett. The amount of the foregoing indemnity shall not exceed the total amount paid to the party against whom the claim of indemnity is being made.

Moffett 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 7 day of Sept, 2023.

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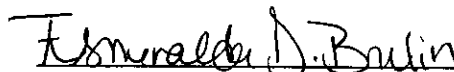


MALCOLM MOFFETT, JR.

STATE OF TEXAS §  
COUNTY OF Tarrant §

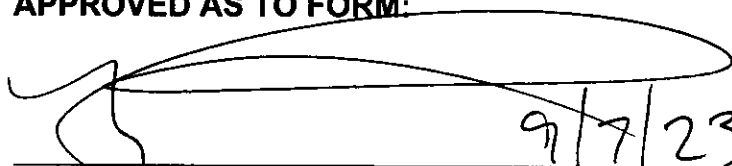
BEFORE ME, the undersigned authority, on this day personally appeared MALCOLM MOFFETT, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument and that he executed the same for the purposes and consideration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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7 day of September, 2023.



NOTARY PUBLIC, In and For  
the State of TEXAS

FOR MOFFETT  
APPROVED AS TO FORM:

  
9/7/23  
(Date)

Mahtab Doty  
Loncar Lyon Jenkins  
State Bar No. 24105031  
424 S. Cesar Chavez Blvd.  
Dallas, TX 75201  
ATTORNEY FOR BASEM MOFFETT

\_\_\_\_\_  
TIM O'HARE  
Tarrant County Judge

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

BEFORE ME, the undersigned authority, on this day personally appeared TIM O'HARE, 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 \_\_\_\_\_, 2023.

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

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



9/7/23

\_\_\_\_\_  
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**

\* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).