

2. Approval of Settlement Agreement and Full, Final and Complete Release Signed by Carolyn Rodriguez, Individually, in Connection with a Suit Filed Against Tarrant County, Texas Civil Action No. 4:24-00237-O



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 8

DATE: 06/18/2024

SUBJECT: APPROVAL OF SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE SIGNED BY CAROLYN RODRIGUEZ, INDIVIDUALLY, IN CONNECTION WITH A SUIT FILED AGAINST TARRANT COUNTY, TEXAS CIVIL ACTION NO. 4:24-00237-O

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Settlement Agreement and Full, Final and Complete Release signed by Carolyn Rodriguez for claims made against Tarrant County, Texas and authorize the release of the settlement check without first appearing on the claims register.

BACKGROUND

Carolyn Rodriguez sued Tarrant County, as well as two (2) county employees, for alleged violations of her constitutional rights.

To avoid the uncertainties of litigation and the costs of this case, a settlement has been reached between the parties, wherein Carolyn Rodriguez has agreed to accept the sum of \$6,000.00 in full and final settlement of her claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, the Claimant will release all claims and the matter will be fully resolved.

This settlement agreement has been approved by the Criminal District Attorney's Office.

FISCAL IMPACT

The fiscal impact to Tarrant County is \$6,000.00 to fully settle the claims of Carolyn Rodriguez. Funding is available from account 61500-2024 Self-Insurance Fund/ 1912000000 SelfInsurance/575031 Settlement in Lieu of Litigation.

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| SUBMITTED BY: | Criminal District Attorney | PREPARED BY: APPROVED BY: | Polly S Maxwell |
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STATE OF TEXAS
TARRANT COUNTY

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SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

This Settlement Agreement and Full, Final and Complete Release (the “Agreement”) is entered into by Carolyn Rodriguez (herein referred to as “Plaintiff”) and Tarrant County, Texas (named in the lawsuit as “Tarrant County Sheriffs Office”) (“Defendant”).

Reference to “Plaintiff” includes Plaintiff’s heirs, devisees, executors, administrators, personal representatives, successors, agents, assignees, and others in privity with Plaintiff, but excludes her attorney.

Reference to “Tarrant County” or “Defendant” includes Tarrant County, Texas, and any of its former, current or future elected or appointed officials, employees, representatives, and agents. “Tarrant County” or “Defendant” specifically includes Deputy Larry Cox and Deputy David Ukle.

Reference to “the Parties” as used herein means Carolyn Rodriguez and Tarrant County, Texas.

Reference to “this Lawsuit” as used herein means (1) Case 4:24-cv-00237-O, *Carolyn Rodriguez v. Tarrant County Sheriffs Office, et al.* in the Northern District of Texas, Fort Worth Division; and (2) all factual and legal allegations of the Parties contained in the pleadings, motions, discovery, and those allegations which could have been brought in Case 4:24-cv-00237-O by Plaintiff against Defendant, including but not limited to, any allegations or claims arising out of the July 29, 2022 incident in the 1895 Tarrant County Courthouse located at 100 E. Weatherford St., Fort Worth, TX 76196, and any related medical/mental health care related thereto, as is more fully described in Plaintiff’s pleadings on file in this cause, including, but not limited to all claims under 42 U.S.C. § 1983 or other civil rights statutes; claims for violations of First Amendment rights; retaliation claims; claims for assault and/or battery (whether asserted under the Fourth Amendment or otherwise); claims for violations of due process rights (whether asserted under the 8th or 14th Amendments); claims for excessive force and/or deliberate indifference; ADA or Rehabilitation Act claims; state or federal statutory or constitutional claims; personal injury claims; claims for impairment; claims for disfigurement; claims for economic damages; claims for medical expenses; claims for intentional infliction of emotional distress; claims for pain and suffering and mental anguish; state tort claims; claims for declaratory/injunctive relief; claims for attorneys’ fees; claims for punitive or exemplary damages; claims for costs or expenses; and claims

of any and every type which have been made or could be made arising out of the incident in question.

WHEREAS, it is the intent of the Parties to resolve completely, fully and finally all issues and disputes existing among them, whether now known or unknown, whether matured or unmatured, and whether fixed or contingent, of any type or kind, so that they will have no further obligations to or involvement with each other, except those expressly provided for in this Agreement, and this Agreement should be construed broadly to accomplish this purpose and intent. It is intended that no outstanding issues should remain, and any omission of any issue, or any language implying any limitation on the scope of this Agreement is inadvertent and should be construed so as to give full effect to the Parties' stated intent;

WHEREAS, all matters between the Parties have been settled; and

WHEREAS, the Parties are of the opinion that for and in consideration of avoiding the uncertainty of litigation and the consideration set forth below, this Agreement should be executed.

FOR AND IN CONSIDERATION of the recitals set forth above, and for the further consideration discussed herein below, the Parties agree as follows:

1. Plaintiff shall execute this Agreement in favor of Defendant and sign a Joint Stipulation of Dismissal with prejudice to be filed in the Lawsuit, and;

2. The Parties agree that, following the execution of this Agreement, the sum total of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) will be paid as follows:

The sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) shall be payable to Law Offices of CJ Grisham.

3. Plaintiff agrees to provide copies of W-9s, or similar documents, if requested for the check to issue to the designated payee.

4. Costs of court are to be paid by the party incurring same. Each party is responsible for their own attorneys' fees, expert fees, and any other litigation expenses/costs.

5. Plaintiff specifically releases Defendant from any and all claims or causes of action, if any, alleged in this Lawsuit or which could have been alleged in this Lawsuit or by filing a separate lawsuit, including but not limited to all allegations and claims arising out of the July 29, 2022 incident in the 1895 Tarrant County Courthouse located at 100 E. Weatherford St., Fort Worth, TX 76196, and any related medical/mental health care related thereto, as is more fully described in Plaintiff's pleadings on file in this cause, including, but not limited to all claims under

42 U.S.C. § 1983 or other civil rights statutes; claims for violations of First Amendment rights; retaliation claims; claims for assault and/or battery (whether asserted under the Fourth Amendment or otherwise); claims for violations of due process rights (whether asserted under the 8th or 14th Amendments); claims for excessive force and/or deliberate indifference; ADA or Rehabilitation Act claims; state or federal statutory or constitutional claims; personal injury claims; claims for impairment; claims for disfigurement; claims for economic damages; claims for medical expenses; claims for intentional infliction of emotional distress; claims for pain and suffering and mental anguish; state tort claims; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for punitive or exemplary damages; claims for costs or expenses; and claims of any and every type which have been made or could be made arising out of the incident in question.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. For and in consideration of the recitals set forth above and the further consideration set forth below, Plaintiff hereby releases Defendant, and by this instrument does forever release, acquit, and discharge Defendant from any and all claims, demands, losses, damages, and causes of action of any kind whatsoever, without limit, whether at common law, in equity, statutory, or otherwise which she has, or may have, known or unknown, whether in existence or those which become existent in the future when such arise out of or relate to this Lawsuit.

2. It is the intention of Plaintiff that this be a universal, absolute, and global release of all claims of any kind which she might have, now and forever, against Defendant to the extent such claims arise out of or relate to this Lawsuit. Should any court, by judgment or decree, determine this Agreement does not fully and finally discharge every such claim, Plaintiff agrees to reform this Agreement and to release any such claim or cause of action against Defendant that becomes the subject matter of said judgment or decree.

3. Plaintiff hereby represents that all lawful statutory, equitable, and contractual liens or subrogation interests, attorneys' fees, or any other expenses incurred as a result of this Lawsuit have been satisfied or otherwise will be resolved by Plaintiff, including but not limited to any healthcare subrogation claims and/or claims of Medicare and/or Medicaid.

4. Plaintiff understands and agrees:

a. The terms hereof are contractual and not mere recitals.

b. This Agreement is to compromise disputed factual and legal claims of Plaintiff against Defendant, to avoid litigation and to buy peace, and nothing herein shall be construed as an admission of liability by any party, all liability being expressly denied.

c. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

d. Plaintiff signs this Agreement after consultation with her own legal counsel based solely on her own judgment and that of her legal counsel, and she is not relying on any representations of any other party hereto.

e. Plaintiff expressly represents that no claims, demands, controversies, actions, causes of action, contracts, liabilities, damages, injuries, losses, or other rights which are mentioned in this Agreement, or released hereby but not specifically enumerated, have been assigned, conveyed, or in any manner whatsoever, transferred to any other person or entity.

f. **Further, for the same aforesaid consideration, Plaintiff agrees to fully and completely defend and hold harmless Defendant of and from any claims made by anyone that are asserted through Carolyn Rodriguez (including her heirs, successors, and assigns) or Plaintiff, or under her or on her behalf, related to this Lawsuit or any injuries, for damages or expenses suffered by Carolyn Rodriguez regarding the July 29, 2022 incident the subject of this Lawsuit, regardless of whether such claims, demands, actions or causes of action result or resulted from the actual or alleged acts or omissions of negligence, gross negligence, deliberate indifference, or other alleged fault of Defendant, and whether by way of direct action, cross-action, third-party action, or otherwise. This indemnification shall include attorneys' fees, litigation expenses, and costs that Defendant may incur defending against same. It is specifically understood that under no circumstances will Defendant ever be liable to pay to any person or entity any amount in excess of the aggregate sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), the amount being paid herein.**

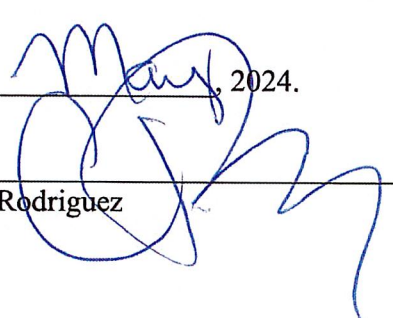
g. Plaintiff hereby acknowledges that she has read this Agreement or it has been read to her and that she fully understands the effect of this Agreement, and that she executed it of her own free will and accord for the consideration set forth herein, after consultation with her own legal counsel.

h. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, arrangements, or understandings between the Parties. No oral

understandings, statements, promises, or inducements contrary to the terms of this Agreement exist, and this Agreement cannot be changed or terminated orally.

i. Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

SIGNED AND EXECUTED this 22ND day of May, 2024.

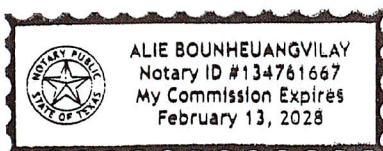


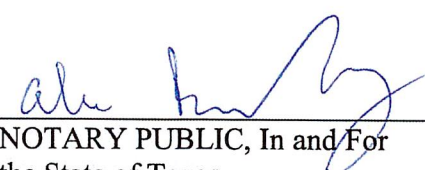
Carolyn Rodriguez

STATE OF TEXAS
COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 22 day of May, 2024.






NOTARY PUBLIC, In and For
the State of Texas

**FOR PLAINTIFF
APPROVED AS TO FORM:**

LAW OFFICES OF CJ GRISHAM PLLC

 05/27/2024

CJ GRISHAM (Date)
Texas State Bar No. 24124533
cj@cjgrisham.com
3809 S. General Bruce Dr.
Ste 103-101
Temple, Texas 76502
Telephone: 254-405-1726

ATTORNEY FOR PLAINTIFF

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SIGNED AND EXECUTED this ____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____



Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.