

1. Approval of Settlement Agreement and Full, Final and Complete Release Signed by Austin Sissom, Individually, in Connection with a Suit Filed Against Tarrant County, Texas Cause No. 096-341580-23



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 7

DATE: 06/18/2024

**SUBJECT: APPROVAL OF SETTLEMENT AGREEMENT AND FULL, FINAL
AND COMPLETE RELEASE SIGNED BY AUSTIN
SISSOM, INDIVIDUALLY, IN CONNECTION WITH A SUIT FILED
AGAINST TARRANT COUNTY, TEXAS CAUSE NO. 096-341580-23**

***** 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 Austin Sissom for claims made against Tarrant County, Texas and authorize the release of the settlement check without first appearing on the claims register.

BACKGROUND

Austin Sissom sued Tarrant County for injuries resulting from a motorcycle collision. The collision involved a Tarrant County vehicle driven by a Tarrant County employee and occurred on or about August 4, 2021, at or near 11233 South Freeway.

A settlement has been reached between the parties and Austin Sissom has agreed to accept the sum of \$82,000.00 in full and final settlement of his claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, Austin Sissom will dismiss the lawsuit 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 \$82,000.00 to fully settle the claims of Austin Sissom. Funding is available from account 61500-2024 Self-Insurance Fund/ 1912000000 SelfInsurance/575031 Settlement in Lieu of Litigation.

SUBMITTED BY: Criminal District Attorney

PREPARED BY:
APPROVED BY:

Polly S Maxwell

STATE OF TEXAS

COUNTY

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SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, Austin Sissom filed suit against Tarrant County, Texas, in cause no. 96-341580-23, styled *Austin Sissom v. Tarrant County*, claiming damages arising from a car wreck on August 4, 2021 ("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 Sissom has asserted or could assert against the County in the Action relating to the wreck.

NOW THEREFORE, Sissom 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:

Sissom agrees to accept the sum of \$82,000.00 in full settlement of any and all claims, demands, actions and causes of action, of whatever kind or character, which he 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 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 Sissom, 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 pay the \$82,000 as follows: it will issue a check jointly payable

to Austin Sissom and Trujillo Gonzalez, P.C. in the amount of \$58,658.20. The County will issue a check for \$23,341.80 payable to Blue Cross Blue Shield of Texas. The County will deliver both checks to James Trujillo, Trujillo Gonzalez, P.C., 1111 W. Mockingbird Lane, Suite 260, Dallas, Texas 75247. This is the full and final amount to be paid; no further money will be paid to Sissom, to his attorney(s), or to any other person or entity. The County makes no representation to Sissom regarding the tax consequences of this payment, and Sissom is liable for any and all taxes due thereon, if any.

In exchange for the \$82,000.00 settlement amount, Sissom 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—except for the agreements set forth in this document—Sissom 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 Sissom 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 Sissom'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 Sissom, 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 \$82,000.00 paid herein to Sissom is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Sissom 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.

Sissom 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. Sissom 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 Sissom the benefits and risks of both settlement and non-settlement of this matter. Sissom 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 Sissom 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, Sissom 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 Sissom 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. Sissom 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 Sissom 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.

Sissom 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 Sissom has been made.

Sissom 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 Sissom, 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 Sissom'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 Sissom and must give Sissom a reasonable opportunity to resolve the claim before the party released incurs any additional expenses which could be passed on to Sissom. 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.

Sissom 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 _____ day of _____, 2024.

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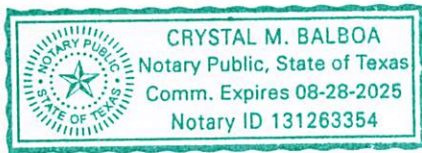
Austin Sissom

Austin Sissom

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared AUSTIN SISSOM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me 06/03/2024 as read the foregoing instrument and that he executed the same for the purposes and consideration therein expressed.

June GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 3rd day of June, 2024.



Crystal M. Balboa
NOTARY PUBLIC, In and For
the State of TEXAS

FOR SISSOM
APPROVED AS TO FORM:

James Trujillo

James Trujillo (Date)
State Bar No. 24056453
Ramon Gonzalez
State Bar No. 24097745
Trujillo Gonzalez, P.C.
1111 W. Mockingbird Ln., Ste. 260
Dallas, Texas 75247
ATTORNEY FOR AUSTIN SISSOM

TIM O'HARE
Tarrant County Judge

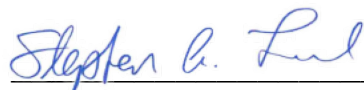
STATE OF TEXAS §
COUNTY OF TARRANT §

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 _____, 2024.

NOTARY PUBLIC, In and For
the State of TEXAS

FOR THE COUNTY
APPROVED AS TO FORM*:



6/4/24

Stephen A. Lund

(Date)

Assistant District Attorney

State Bar No. 24086920

Tarrant County District Attorney's Office

Tarrant County Justice Center

401 West Belknap, 9th Floor

Fort Worth, Texas 76196-0201

ATTORNEY FOR TARRANT COUNTY

* 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).