



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 8
DATE: 12/17/2024

SUBJECT: CONSIDERATION OF SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE SIGNED BY MIGUEL HERNANDEZ ZUBIA, INDIVIDUALLY, IN CONNECTION WITH A CLAIM AGAINST TARRANT COUNTY, TEXAS

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Settlement Agreement and Full, Final and Complete Release signed by Miguel Hernandez Zubia, individually, in connection with a claim made against Tarrant County, Texas and authorize the release of the settlement check without first appearing on the claims register.

BACKGROUND

Miguel Hernandez Zubia made a claim against Tarrant County for injuries resulting from an automobile accident. The collision involved a Tarrant County vehicle driven by a Tarrant County employee and occurred on or about March 28, 2023, at or near the intersection of Timberland Boulevard and Riverside Drive, Tarrant County, Texas.

A settlement has been reached between the parties and Miguel Hernandez Zubia has agreed to accept the sum of \$27,000.00 in full and final settlement of his claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, Miguel Hernandez Zubia releases his claim against Tarrant County and the matter will be fully resolved.

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

FISCAL IMPACT

The fiscal impact to Tarrant County is \$27,000.00 to fully settle the claims of Miguel Hernandez Zubia. Funding is available from account 61500-2025 Self-Insurance Fund/1912000000 Self-Insurance/575031 Settlement in Lieu of Litigation.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

TARRANT COUNTY §
STATE OF TEXAS §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, MIGUEL HERNANDEZ ZUBIA, hereby enters into this settlement agreement voluntary and without coercion.

WHEREAS, the below signed parties desire to fully and finally settle all claims that Claimant has asserted or could assert against Tarrant County, Texas (hereinafter referred to as "the County"), in connection with the facts and circumstances alleged concerning the incident(s) made the basis of this claim on or about March 28, 2023, at or about the intersection of Timberland Blvd. and Riverside Dr., Tarrant County, Texas.

NOW THEREFORE, Claimant 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:

Claimant agrees to accept the sum of **\$27,000.00** in full settlement of any and all claims, demands, actions and causes of action, of whatever kind or character, which the said Claimant may now have, claim to have, or hereafter have against the County, its agents, officials, employees, 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 Claimant 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 the said Claimant, 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, and/or attorneys or representatives as a result of the incident(s) made the basis of this claim.

It is understood and agreed the \$27,000.00 settlement amount will be distributed to Claimant as follows:

A warrant will be issued to in the amount of \$27,000.00. This warrant

will be made payable to "MIGUEL HERNANDEZ ZUBIA and FASORO LAW."

The warrant will be delivered to Kunle Fasoro, Fasoro Law, 8330 LBJ Freeway, Suite 1010, Dallas, TX 75243. This is the full and final amount to be paid; no further money will be paid to Claimant, to his attorney(s), or to any other person or entity. The County makes no representation to Claimant regarding the tax consequences of this designation, and the Claimant is liable for any and all taxes due thereon, if any.

It is understood and agreed that the Claimant intends to hereby forever discharge and acquit and fully release the County, its agents, officials, employees, attorneys and representatives of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which Claimant 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 Claimant 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 Claimant, and that the amount paid herein is the entire cash consideration for this Settlement Agreement and Full, Final and Complete Release. Claimant hereby indemnifies and forever holds harmless the County, its agents, officials, employees, 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 \$27,000.00 paid herein to Claimant is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Claimant 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. Claimant hereby indemnifies and forever holds harmless the County, its agents, officials, employees, 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.

Claimant 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. Claimant 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 Claimant the benefits and risks of both settlement and non-settlement of this matter. Claimant further acknowledges that he holds harmless the County, its agents, officials employees, 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 Claimant 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, Claimant 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 Claimant 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. Claimant 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 Claimant 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.

Claimant 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 Claimant has been made.

Claimant further agrees and expressly warrants that he will indemnify and hold completely harmless the County, its agents, officials, employees, attorneys and representatives and each of them, from any claims derivative of Claimant, that may be made in the future, including any claim that may be made by Claimant, or any person to whom Claimant 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.

Claimant 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 20th day of November, 2024.

Miguel Hernandez Zubia
MIGUEL HERNANDEZ ZUBIA

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared MIGUEL HERNANDEZ ZUBIA, 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 20th day of November, 2024.



Melinda Regina Contreras
NOTARY PUBLIC, In and For
the State of TEXAS

FOR CLAIMANT
APPROVED AS TO FORM:

Kunle Fasoro
Fasoro Law

11/20/24

(Date)

State Bar No. 24086455
8330 LBJ Fwy., Ste. 1010
Dallas, Texas 75243
ATTORNEY FOR CLAIMANT
MIGUEL HERNANDEZ ZUBIA

FOR THE COUNTY
APPROVED AS TO FORM*:

Stephen G. Lind
Criminal District Attorney's Office*

CERTIFICATION OF AVAILABLE FUNDS:

\$ _____

Tarrant County Auditor

* 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).

Co# 144468



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SUBMITTED BY Criminal District Attorney

PREPARED BY: Polly Maxwell

APPROVED BY: Mark Kratovil

TARRANT COUNTY §
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In addition, in consideration of said payment, Claimant 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 Claimant 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. Claimant 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 Claimant 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.

Claimant 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 Claimant has been made.

Claimant further agrees and expressly warrants that he will indemnify and hold completely harmless the County, its agents, officials, employees, attorneys and representatives and each of them, from any claims derivative of Claimant, that may be made in the future, including any claim that may be made by Claimant, or any person to whom Claimant 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.

Claimant 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.

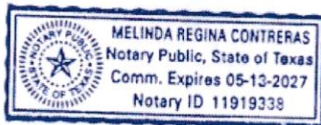
WITNESS OUR SIGNATURES on this the 20th day of November, 2024.

Miguel Hernandez Zubia
MIGUEL HERNANDEZ ZUBIA

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared MIGUEL HERNANDEZ ZUBIA, 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 20th day of November, 2024.



Melinda Regina Contreras
NOTARY PUBLIC, In and For
the State of TEXAS

FOR CLAIMANT
APPROVED AS TO FORM:

Kunje Fasoro
Kunje Fasoro
Fasoro Law
State Bar No. 24086455
8330 LBJ Fwy., Ste. 1010
Dallas, Texas 75243
ATTORNEY FOR CLAIMANT
MIGUEL HERNANDEZ ZUBIA

11/20/24
(Date)

FOR THE COUNTY
APPROVED AS TO FORM*:

CERTIFICATION OF AVAILABLE FUNDS:

\$ 27,000.00

Stephen C. Lued
Criminal District Attorney's Office*

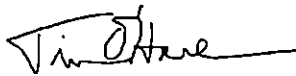
Kimberly M. Buchanan
Tarrant County Auditor

* 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).

Consideration of Settlement Agreement and Full, Final and Complete Release Signed by Miguel Hernandez Zubia, Individually, in Connection with a Claim Against Tarrant County, Texas

SIGNED AND EXECUTED this 17 day of December, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge
12/19/2024