



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145139

PAGE 1 OF 7

DATE: 5/6/2025

**SUBJECT: CONSIDERATION OF A SETTLEMENT AGREEMENT AND FULL,  
FINAL AND COMPLETE RELEASE IN CONNECTION WITH A CLAIM  
FILED AGAINST TARRANT COUNTY, TEXAS BY VY PHAN**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

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

**BACKGROUND**

Vy Phan asserted claims against the County for injuries resulting from a traffic incident involving a County vehicle, that occurred on or about February 28, 2024, at or near the intersection of Midway and Handley Ederville Road, Tarrant County, Texas.

A settlement has been reached between the parties and Vy Phan has agreed to accept the sum of \$7,000.00 in full and final settlement of claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, the claims of Vy Phan 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 \$7,000.00 to fully settle the claims of Vy Phan. 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, the below signed parties desire to fully and finally settle all claims that Vy K. Phan has asserted or could assert against Tarrant County, Texas (the "County"), in connection with the facts and circumstances alleged concerning the incident(s) made the basis of this claim on or about February 28, 2024, at or about the intersection of Midway and Handley Ederville Road, Tarrant County, Texas.

NOW THEREFORE, Phan 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 **\$7,000.00** in full settlement of any and all claims, demands, actions and causes of action, of whatever kind or character, which she may now have, claim to have, or hereafter have against the County, its agents, officials, or employees growing out of, connected with, resulting in, or pertaining to in any respects the matters and the things alleged by Phan 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 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 Phan, 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, or employees as a result of the incident(s) made the basis of this claim.

It is understood and agreed the \$7,000.00 settlement amount will be distributed to Claimant as follows:

A check will be issued to in the amount of \$7,000.00 made payable to "VY K. PHAN and ROBERT C. HWANG, P.C."

The check will be delivered to Robert Hwang, Robert C. Hwang, P.C., 6190 LBJ Fwy., Ste. 300, Dallas, TX 75240. This is the full and final amount to be paid; no further money will be paid to Phan, to her attorney(s), or to any other person or entity.

The County makes no representation to Phan regarding the tax consequences of this designation, and Phan is liable for any and all taxes due thereon, if any.

It is understood and agreed that Phan intends to hereby forever discharge and acquit and fully release the County, its agents, officials, and/or employees, of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which Phan 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 Phan 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 Phan, and that the amount paid herein is the entire cash consideration for this Settlement Agreement and Full, Final and Complete Release. Except as provided in this agreement, Phan hereby indemnifies and forever holds harmless the County, its agents, officials, and employees 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 \$7,000.00 paid herein to Phan is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Phan expressly agrees and represents that she has, or will pay all medical bills, including, but not limited to, dental, hospital, chiropractic, psychiatric, psychological, nurses and other doctor's bills and expenses, and all other expenses he has incurred because of the said incident(s) made the basis of this dispute. Phan hereby indemnifies and forever holds harmless the County, its agents, officials, and employees 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.

Phan hereby further represents and warrants that she has entered into this Settlement Agreement and Full, Final and Complete Release of her own free will, in accordance with her own judgment, and upon the advice of her attorney(s) and states that she 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. Phan acknowledges that she had the assistance of competent

counsel in this action who have vigorously engaged in negotiations on her behalf, and who have prior to signature of this document explained to Phan the benefits and risks of both settlement and non-settlement of this matter. Phan further acknowledges that she holds harmless the County, its agents, officials and employees from any claim of attorney's fees as to her attorney(s); payment of attorney's fees and costs is solely between Phan and her 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, Phan 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 Phan 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. Phan represents that she enters into this agreement and accepts its consequences voluntarily, and that in any proceeding or forum of any kind she 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 Phan 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.

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

Claimant further agrees and expressly warrants that she will indemnify and hold completely harmless the County, its agents, officials, and employees from any claims derivative of Claimant, that may be made in the future, including any claim that may be made by Phan, or any person to whom Phan 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. This indemnification does not apply to any claim of subrogation for property damage that State Farm may have concerning the incident.

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

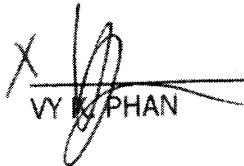
It is further understood and agreed that this Settlement Agreement and Full,

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.

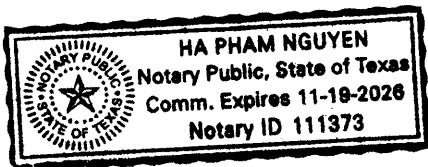
WITNESS OUR SIGNATURES on this the 5<sup>th</sup> day of April, 2025.

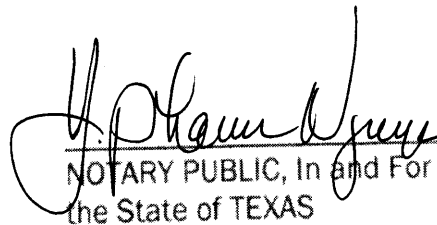
X   
\_\_\_\_\_  
VY K PHAN

STATE OF TEXAS §  
COUNTY OF Dallas §


BEFORE ME, the undersigned authority, on this day personally appeared VY K. PHAN, 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 5<sup>th</sup> day of April, 2025.



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

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

  
\_\_\_\_\_  
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).



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SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
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TARRANT COUNTY §  
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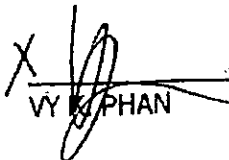
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It is further understood and agreed that the law of the State of Texas applies with respect to the interpretation and construction of this Agreement.

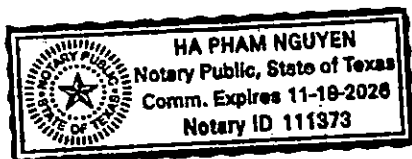
WITNESS OUR SIGNATURES on this the 5<sup>th</sup> day of April, 2025.

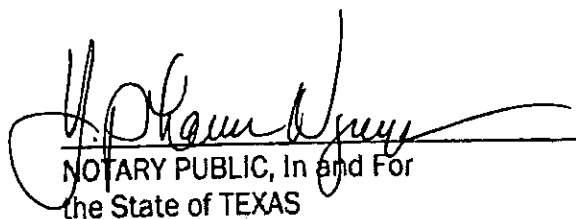
X   
VY K. PHAN

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared VY K. PHAN, 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 5<sup>th</sup> day of April, 2025.



  
NOTARY PUBLIC, In and For  
the State of TEXAS

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

Stephen G. Lued  
Criminal District Attorney's Office\*

**CERTIFICATION OF AVAILABLE FUNDS:**

\$ <sup>usdly</sup> 7,000.00  
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 to Approve the Settlement Agreement and Full, Final and Complete Release in Connection with a Claim Filed Against Tarrant County, Texas by Vy Phan

**SIGNED AND EXECUTED** this 6 day of May, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge  
5/13/2025