



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 7

DATE: 1/28/2025

SUBJECT: CONSIDERATION OF A SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE IN CONNECTION WITH A SUIT FILED AGAINST TARRANT COUNTY, TEXAS BY GREGORY CATER, CAUSE NO. 141-356195-24

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

BACKGROUND

Gregory Cater sued Tarrant County for injuries resulting from a pedestrian/automobile accident. The accident involved a Tarrant County vehicle driven by a Tarrant County employee and occurred on or about September 1, 2022, in the parking lot located at 512 W. 4th Street.

A settlement has been reached between the parties and Gregory Cater has agreed to accept the sum of \$75,000.00 in full and final settlement of his claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, Gregory Cater will dismiss the lawsuit 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 \$75,000.00 to fully settle the claims of Gregory Cater. 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

STATE OF TEXAS §
Dallas COUNTY §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, Gregory Cater filed suit against Tarrant County, Texas, in cause no. 141-356195-24, styled *Gregory Cater v. Tarrant County and Christine Medina*, claiming damages arising from a car accident (“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 Cater has asserted or could assert against the County in the Action relating to the accident.

NOW THEREFORE, Cater hereby agrees 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:

Cater agrees to accept the sum of \$75,000.00 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 Cater, 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 payable to The Pipkin Law Firm in Trust for Gregory Cater in the amount of \$75,000.00. The County will deliver the check to Stephen C. Pipkin, The Pipkin Law Firm, 3500 Maple Avenue, Suite 1250, Dallas,

Texas 75219. This is the full and final amount to be paid; no further money will be paid to Cater, to his attorney(s), or to any other person or entity. The County makes no representation to Cater regarding the tax consequences of this payment and Cater is liable for any and all taxes due thereon, if any.

In exchange for the \$75,000.00 settlement amount, Cater 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—Cater 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 Cater 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 Cater'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 Cater, 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 \$75,000.00 paid herein to Cater is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Cater 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.

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

Cater 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 Cater has been made.

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

Cater 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.

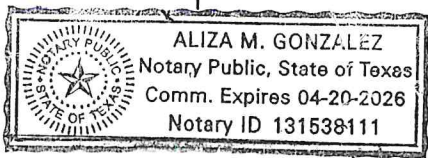
WITNESS OUR SIGNATURES on this the 8 day of January, 2025.

Gregory Cater
Gregory Cater

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared GREGORY CATER, 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 8th day of January, 2025.



Aliza M. Gonzalez
NOTARY PUBLIC, In and For
the State of TEXAS

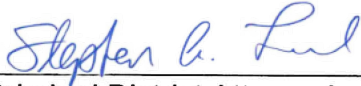
FOR GREGORY CATER
APPROVED AS TO FORM:

Stephen C. Pipkin 1/8/2025
Stephen C. Pipkin (Date)
State Bar No. 00784766
The Pipkin Law Firm
3500 Maple Avenue, Suite 1250
Dallas, Texas 75219

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

CERTIFICATION OF AVAILABLE FUNDS:

\$ _____



Criminal District Attorney's Office*

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 Suit Filed Against Tarrant County, Texas by Gregory Cater, Cause No. 141-356195-24

SIGNED AND EXECUTED this 28 day of January, 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
2/4/2025



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

144616

PAGE 1 OF

7

DATE:

1/28/2025

SUBJECT: **CONSIDERATION OF A SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE IN CONNECTION WITH A SUIT FILED AGAINST TARRANT COUNTY, TEXAS BY GREGORY CATER, CAUSE NO. 141-356195-24**

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

BACKGROUND

Gregory Cater sued Tarrant County for injuries resulting from a pedestrian/automobile accident. The accident involved a Tarrant County vehicle driven by a Tarrant County employee and occurred on or about September 1, 2022, in the parking lot located at 512 W. 4th Street.

A settlement has been reached between the parties and Gregory Cater has agreed to accept the sum of \$75,000.00 in full and final settlement of his claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, Gregory Cater will dismiss the lawsuit 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 \$75,000.00 to fully settle the claims of Gregory Cater. 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

STATE OF TEXAS §
Dallas COUNTY §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, Gregory Cater filed suit against Tarrant County, Texas, in cause no. 141-356195-24, styled *Gregory Cater v. Tarrant County and Christine Medina*, claiming damages arising from a car accident ("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 Cater has asserted or could assert against the County in the Action relating to the accident.

NOW THEREFORE, Cater hereby agrees 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:

Cater agrees to accept the sum of \$75,000.00 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 Cater, 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 payable to The Pipkin Law Firm in Trust for Gregory Cater in the amount of \$75,000.00. The County will deliver the check to Stephen C. Pipkin, The Pipkin Law Firm, 3500 Maple Avenue, Suite 1250, Dallas,

Texas 75219. This is the full and final amount to be paid; no further money will be paid to Cater, to his attorney(s), or to any other person or entity. The County makes no representation to Cater regarding the tax consequences of this payment and Cater is liable for any and all taxes due thereon, if any.

In exchange for the \$75,000.00 settlement amount, Cater 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—Cater 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 Cater 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 Cater'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 Cater, 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 \$75,000.00 paid herein to Cater is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Cater 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.

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

Cater 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 Cater has been made.

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

Cater 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.

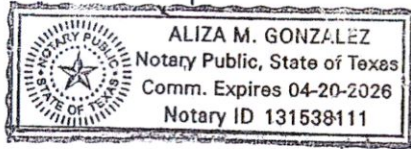
WITNESS OUR SIGNATURES on this the 8 day of January, 2025.

Gregory Cater
Gregory Cater

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared GREGORY CATER, 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 8th day of January, 2025.



Aliza M. Gonzalez
NOTARY PUBLIC, In and For
the State of TEXAS

FOR GREGORY CATER
APPROVED AS TO FORM:

Stephen C. Pipkin 1/8/2025
Stephen C. Pipkin (Date)
State Bar No. 00784766
The Pipkin Law Firm
3500 Maple Avenue, Suite 1250
Dallas, Texas 75219

FOR THE COUNTY
APPROVED AS TO FORM*:

CERTIFICATION OF AVAILABLE FUNDS:

\$ 75,000.00

Stephen L. 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 to Approve the Settlement Agreement and Full, Final and Complete Release in Connection with a Suit Filed Against Tarrant County, Texas by Gregory Cater, Cause No. 141-356195-24

SIGNED AND EXECUTED this 28 day of January, 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
2/4/2025