



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145232

PAGE 1 OF 6

DATE: 5/20/2025

**SUBJECT: CONSIDERATION OF SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE IN CONNECTION WITH A SUIT FILED AGAINST TARRANT COUNTY, TEXAS BY ONIKA BRISCO, CAUSE NO. 096-354598-24**

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

**BACKGROUND**

Onika Brisco sued Tarrant County for injuries resulting from an automobile accident. The accident involved a Tarrant County vehicle driven by a Tarrant County employee and occurred on or about March 29, 2024, at or near Interstate 35W within the city limits of Fort Worth, Tarrant County, Texas.

A settlement has been reached between the parties and Onika Brisco has agreed to accept the sum of \$65,000.00 in full and final settlement of her claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, Onika Brisco will dismiss the lawsuit entitled Brisco v. Tarrant County Sheriff's Office, Case No. 096-354598-24, 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**

fiscal impact to Tarrant County is \$65,000.00 to fully settle the claims of Onika Brisco. 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** §  
**TARRANT COUNTY** §

**SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE**

WHEREAS, Onika Brisco filed suit against Tarrant County in cause no. 096-354598-24, styled *Onika Brisco v. Tarrant County Sheriff's Office*, claiming damages arising from a car wreck ("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 [plaintiff] has asserted or could assert against the County in the Action relating to the wreck.

NOW THEREFORE, Brisco 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:

Brisco agrees to accept the sum of \$65,000.00 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 officials, employees, and/or officers 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 Brisco, 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 officials, employees, and/or officers as a result of the incident(s) made the basis of the Action.

The County will pay the \$65,000.00 as follows: it will issue a check jointly payable to Onika Shawona Brisco and The Witherite Law Group, PLLC in the amount of \$65,000.00. The County will deliver the check to Josh Alexander, The Witherite Law Group, PLLC, 10440 N. Central Expy., Ste. 400, Dallas, Texas 75231. This is the full and final amount to be paid; no further money will be paid to Brisco, to her attorney(s),

or to any other person or entity. The County makes no representation to Brisco regarding the tax consequences of this payment, and she is liable for any and all taxes due thereon, if any.

In exchange for the \$65,000.00 settlement amount, Brisco agrees to dismiss her 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—Brisco intends to hereby forever discharge and acquit and fully release the County, its officials, employees, and/or officers, including of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which Brisco 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.

Brisco agrees that all of her 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 Brisco, and that the amount paid herein is the entire cash consideration for this Settlement Agreement and Full, Final and Complete Release.

Brisco agrees that the sum of \$65,000.00 paid herein is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Brisco further agrees and represents that she 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.

Brisco hereby further represents and warrants that she has entered into this Settlement Agreement and Full, Final and Complete Release of her own free will and accord, 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. Brisco acknowledges that she had the assistance of competent counsel in this action who has vigorously engaged in negotiations on her behalf, and who has prior to signature of this document explained to her the benefits and risks of both settlement and non-settlement of this matter. Brisco further acknowledges that she holds harmless the County, its officials, employees, and/or officers from any claim of attorney's fees as to her attorney(s); payment of attorney's fees and costs is solely between Brisco 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.

Also, in consideration of said payment, Brisco 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 her 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. Brisco 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.

Brisco agrees that the general release given in this Settlement Agreement and Full, Final and Complete Release 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.

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

Brisco agrees to indemnify and hold harmless the County, its officials, employees, and/or officers 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 Brisco. Further, as a pre-condition to Brisco'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 Brisco and must give her a reasonable opportunity to resolve the claim before the party released incurs any additional expenses which could be passed on to her. 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.

Brisco 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 her attorney.

Brisco acknowledges 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 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 30th day of April, 2025.

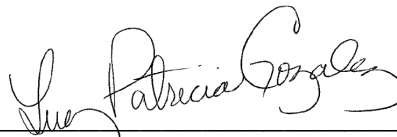


Onika Brisco

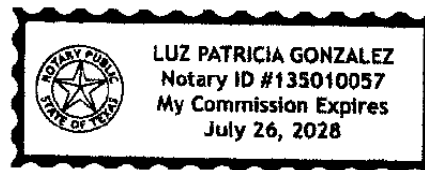
**STATE OF TEXAS §  
COUNTY OF TARRANT §**

BEFORE ME, the undersigned authority, on this day personally appeared ONIKA BRISCO, 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.

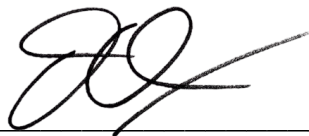
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of April, 2025.



NOTARY PUBLIC, In and For  
the State of TEXAS




**FOR ONIKA BRISCO  
APPROVED AS TO FORM:**



Josh Alexander (Date)  
State Bar No. 24141610  
The Witherite Law Group, PLLC  
10440 North Central Expressway, Suite 400  
Dallas, Texas 75231  
**ATTORNEY FOR ONIKA BRISCO**

**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).