

COPY

CAUSE NO. 01-08074

ARMANDO H. GONZALES,
Plaintiff,

vs.

DALLAS COUNTY, TEXAS,
Defendant.

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IN THE DISTRICT COURT

116th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

FINAL JUDGMENT

On the 15th day of November, 2010, the above-styled cause was called for trial. Plaintiff appeared in person and through his counsel of record and Defendant appeared through its representative and counsel of record. A Jury was duly selected and impaneled and the parties proceeded to present their evidence.

At the close of the evidence, the Court submitted its Charge of the Jury and upon deliberation, the Jury returned a verdict signed by eleven (11) Jurors, answering the Jury questions presented as follows:

Question One

Was Armando Gonzales' report regarding Aurelio Castillo made in good faith and a cause of Dallas County terminating Armando Gonzales when it terminated Armando Gonzales?

“Good faith” means that (1) Armando Gonzales believed that the conduct reported was a violation of law and (2) his belief was reasonable in light of his training and experience.

An employer does not discriminate against an employee for reporting a violation of law unless the employer's action would not have occurred had the report not been made.

You are instructed that if Dallas County would have taken the

same action against Armando Gonzales without consideration of his report regarding Aurelio Castillo, then Dallas County did not terminate Armando Gonzales for making such a report.

Answer "Yes" or "No": Yes

Question Two

What sum of money, if paid now in cash, would fairly and reasonably compensate Armando Gonzales for his damages, if any, resulting from such termination:

Answer in dollars and cents. Consider each of the elements of damages listed below and none other.

A. Lost Income as a result of termination.

Answer: \$3,750.00

B. Other economic loss or damage

Answer: \$22,500.00

C. Emotional pain and suffering, inconvenience, mental anguish, loss of enjoyment of life and any future pecuniary losses.

Answer: \$105,000.00

Question Three

Was Armando Gonzales' report regarding Aurelio Castillo made in good faith and a cause of Dallas County taking adverse personnel action against him after his reinstatement?

"Good faith" means that (1) Armando Gonzales believes that the conduct reported was a violation of law (2) his belief was reasonable in light of his training and experience.

An employer does not discriminate against an employee for reporting a violation of law unless the employer's action would not have occurred had the report not been made.

You are instructed that if Dallas County would have taken the

same action against Armando Gonzales without consideration of his report regarding Aurelio Castillo, then Dallas County did not take an adverse personnel action with respect to Armando Gonzales for making such a report.

Answer "Yes" or "No": Yes

Question Four

What sum of money, if paid now in cash, would fairly and reasonably compensate Armando Gonzales for his damages, if any, resulting from such adverse personnel action?

Answer in dollars and cents. Consider each of the elements of damages listed below and none other.

- A. Lost income as a result of the adverse personnel action.

Answer: \$5,000.00

- B. Other economic loss or damage.

Answer: \$0

- C. Emotional pain and suffering, inconvenience, mental anguish, loss of enjoyment of life and any future pecuniary losses.

Answer: \$27,500.00

Question Five

What is a reasonable fee for the necessary service of the attorney for Armando Gonzales in this case?

Answer in dollars and cents. Consider each of the elements of damages listed below and none other.

- A. For preparation and trial

Answer: \$442,296.90

- B. For an appeal to the Court of Appeals.

Answer: \$25,000.00

C. For an appeal to the Supreme Court of Texas.

Answer: \$35,000.00

Plaintiff having filed his Motion for Judgment on the Verdict, the Court is of the opinion that Final Judgment should be entered in accordance with the Jury verdict as follows.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover judgment against Defendant Dallas County for the sum of \$131,250.00 as damages for wrongful termination, plus prejudgment interest on such sum from October 21, 1998, to date of Judgment in the amount of \$ 79,630.99.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover judgment against Defendant Dallas County for the additional sum of \$32,500.00 as damages for adverse personnel action, plus prejudgment interest on such sum from October 21, 1998, to date of Judgment in the amount of \$ 19,718.15.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover judgment against Defendant Dallas County for reasonable and necessary attorneys' fees for preparation and trial in the amount of \$442,296.90, plus, in the event of an appeal by Defendant Dallas County to the Court of Appeals which is unsuccessful, additional attorneys' fees in the amount of \$25,000.00, plus, in the event of the filing of a Petition for Review to the Supreme Court of Texas, additional attorneys' fees in the amount of \$35,000.00.

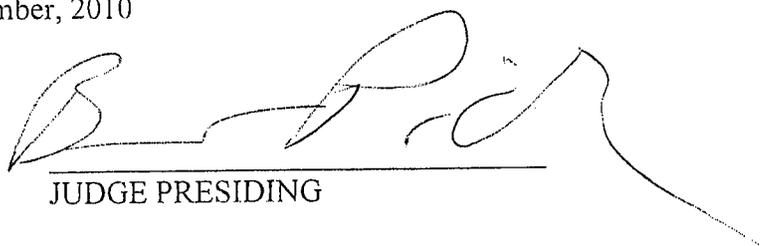
Post-judgment interest shall accrue on all sums awarded herein at the rate of 5 % per annum from date of Judgment until paid.

Costs of Court are hereby taxed against Defendant Dallas County

This is a Final Judgment disposing of all parties and all claims herein which is appealable.

IT IS SO ORDERED.

SIGNED this 10th day of December, 2010



A handwritten signature in black ink, appearing to read 'B. P. R.', is written over a horizontal line. The signature is stylized and cursive.

JUDGE PRESIDING