

JOHN DARJEAN
Plaintiff,

vs.

DEION SANDERS and PILAR
SANDERS, and SHILO SANDERS
Defendants.

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IN THE DISTRICT COURT

160th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I.

FINDINGS OF FACT

1. On September 17, 2015, John Darjean was an employee of Focus Learning Academy in Dallas, Dallas County, Texas.
2. On September 17, 2015, John Darjean was injured in the course and scope of his employment for Focus Learning Academy.
3. On September 17, 2015, Focus Learning Academy was insured by a policy of workers' compensation insurance issued by Utica Mutual Insurance Company, Intervenor.
4. On September 17, 2015, John Darjean was injured and hospitalized as a result of a physical altercation with Shilo Sanders.
5. As a result of the physical altercation with Shilo Sanders, John Darjean sustained personal injuries and damages which resulted in John Darjean filing a claim for workers' compensation benefits under the Texas Labor Code and the workers' compensation insurance policy issued by Utica Mutual Insurance Company.
6. Utica Mutual Insurance Company paid medical benefits to or on behalf of John Darjean to his medical care providers.

7. Utica Mutual Insurance Company paid medical benefits to or on behalf of John Darjean to his medical care providers totaling \$115,937.42.

8. As a result of the physical injuries sustained by John Darjean on September 17, 2015, John Darjean was unable to return to gainful employment with Focus Learning Academy.

9. As a result of the workers' compensation claim filed by John Darjean, Utica Mutual Insurance Company paid indemnity benefits to or on behalf of John Darjean totaling \$98,682.40.

10. Utica Mutual Insurance Company has a total workers' compensation lien of \$214,620.82.

11. John Darjean continues to receive medical treatment as a result of the injuries he sustained on September 17, 2015.

II.

ADDITIONAL FINDINGS OF FACT

1. As a result of the September 17, 2015 assault, John Darjean sustained physical pain and mental anguish in the past of \$1,000,000.00.

2. As a result of the September 17, 2015 assault, John Darjean in reasonable probability will sustain physical pain and mental anguish in the future of \$1,000,000.00.

3. As a result of the September 17, 2015 assault, John Darjean sustained loss of earning capacity in the past of \$375,000.00.

4. As a result of the September 17, 2015 assault, John Darjean in reasonable probability will sustain loss of earning capacity in the future of \$2,000,000.00.

5. As a result of the September 17, 2015 assault, John Darjean sustained disfigurement in the past of \$700,000.00.

6. As a result of the September 17, 2015 assault, John Darjean in reasonable probability will sustain disfigurement in the future of \$700,000.00.

7. As a result of the September 17, 2015 assault, John Darjean sustained physical impairment in the past of \$1,000,000.00.

8. As a result of the September 17, 2015 assault, John Darjean in reasonable probability will sustain physical impairment in the future of \$3,000,000.00.

9. As a result of the September 17, 2015 assault, John Darjean incurred medical care expenses in the past of \$115,937.42.

10. As a result of the September 17, 2015 assault, John Darjean in reasonable probability will sustain medical care expenses in the future of \$2,000,000.00.

III.

CONCLUSIONS OF LAW

1. On September 17, 2015, Shilo Sanders did in fact cause physical harm and injuries to John Darjean by assaulting him.

2. The Court finds that Shilo Sanders' actions were the proximate cause of John Darjean's injuries/damages. The Court further finds that Shilo Sander's actions were a substantial factor in bringing about the physical and mental injuries sustained by John Darjean, without which such injuries and damages would not have occurred. Finally, the Court finds that John Darjean's injuries and damages were a foreseeable consequence of the physical assault perpetrated by Shilo Sanders.

3. On September 17, 2015, John Darjean's employer, Focus Learning Academy, was insured by a policy of workers' compensation insurance issued by Utica Mutual Insurance Company, Intervenor.

4. As a result of the injuries sustained by John Darjean on September 17, 2015 (caused by Shilo Sanders), Utica Mutual Insurance Company paid workers' compensation benefits to or on behalf of John Darjean.

5. Utica Mutual Insurance Company paid medical benefits to or on behalf of John Darjean to his medical care providers totaling \$115,937.42.

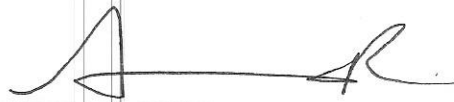
6. Utica Mutual Insurance Company paid weekly indemnity benefits to John Darjean as a result of the injuries he sustained during the physical altercation by Shilo Sanders in the amount of \$98,602.40.

7. Utica Mutual Insurance Company sustained damages as a result of the actions of Shilo Sanders' assault on John Darjean. Utica Mutual Insurance Company is entitled to recover from Shilo Sanders its total workers' compensation lien of \$214,620.82.

8. Pursuant to Texas Labor Code Chapter 417, Utica Mutual Insurance Company is entitled to recover its workers' compensation lien totaling \$214,620.82 from Shilo Sanders, pursuant to Texas Labor Code Section 417.002.

9. John Darjean sustained damages as a result of the actions of Shilo Sanders on September 17, 2015.

SIGNED ON April 12, 2022



JUDGE PRESIDING