

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A SETTLEMENT AGREEMENT AND RELEASE IMPLEMENTING THE TERMS OF THE SETTLEMENT IN LITIGATION STYLED “BREANNA LEANN NIX, INDIVIDUALLY AND AS NEXT FRIEND TO E.N., A MINOR V. CITY OF DENTON” CAUSE NO. 25-8435-431 PENDING IN THE 431ST JUDICIAL DISTRICT COURT, DENTON COUNTY, TEXAS; AND DIRECTING THE CITY MANAGER OR DESIGNEE AND THE CITY’S ATTORNEYS TO EFFECTUATE AS NECESSARY AND APPROPRIATE THE TERMS OF A SETTLEMENT AGREEMENT AND RELEASE TO EFFECTUATE THIS APPROVAL; AND DECLARING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby ratifies and approves the proposed settlement of litigation styled “Breanna Leann Nix, Individually and as Next Friend to E.N., a Minor v. City of Denton” Cause No. 25-8435-431 pending in the 431st Judicial District Court, Denton County, Texas, under terms set forth in the attached Settlement Agreement and Release.

SECTION 2. The City Manager or designee and the City’s Attorneys are hereby authorized to act on the City’s behalf in approving and executing any and all documents necessary or appropriate to effectuate the terms of the settlement, and to take other actions necessary to finalize the settlement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Devin Q. Alexander*

EXHIBIT "A"

Settlement Agreement and Release

CAUSE NO. 25-8435-431

BREANNA LEANN NIX,
INDIVIDUALLY AND AS NEXT
FRIEND TO E.N., A MINOR

Plaintiffs,

v.

CITY OF DENTON,

Defendant.

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IN THE DISTRICT COURT

431st JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

BACKGROUND

Plaintiffs Breanna Leann Nix, Individually and as Next Friend to E.N., a Minor (“Plaintiffs”) claim money damages against the City of Denton, Texas (“Denton” or “City”) for the incidents alleged in this lawsuit. Released Parties (as defined below) deny any liability. The Parties (as defined below) desire to settle all matters to avoid the inconvenience and expense of litigation and to buy accord.

AGREEMENT

Definitions.

1. “Agreement” means this Compromise Settlement and Release of Claims.
2. “Court” means the 431st Judicial District Court of Denton County, Texas.
3. “Incident” or “Incidents” means the series of events involving the Parties occurring on or about 7/24/2024, in Denton, Texas, described or referenced in the Lawsuit as basis for any and all claims asserted therein.
4. “Lawsuit” means the action bearing the style and cause number shown above and the contents of the parties’ live pleadings.
5. “Parties” mean Breanna Leann Nix, Individually and as Next Friend to E.N., a Minor, and City of Denton, Texas.
6. “Plaintiffs” mean the natural persons presently known as Breanna Leann Nix, Individually and as Next Friend to E.N., a Minor (date of birth [REDACTED] SSN # XXX-XX-[REDACTED] under that name and any prior or subsequent names.
7. “Released Parties” means City of Denton, Texas and all of their respective past, present, and future officials, officers, shareholders, principals, employees, independent contractors,

agents, attorneys, legal representatives, predecessors, successors, assigns, insurers, risk pools, and all persons, firms, and corporations in privity with the City of Denton, Texas, even if those persons or entities are not specifically named in this Agreement. However, for the limited purposes of provisions of this Agreement relating to signatures, delivery, and/or notice, this term shall be construed as to mean only those persons and entities named as defendants in the lawsuit.

Release of Claims and Discharge.

8. In consideration for the payment described in Paragraph 10 of this Agreement, Plaintiff hereby completely releases and forever discharges and acquits the Released Parties from, and agrees that the sum so paid shall be in full and final satisfaction and compromise of: all actions, causes of action, claims (including subrogation claims, claims for contribution or indemnity as to money paid in connection with this settlement) and demands, on account of, in connection with, or in any way growing out of or relating to any and all negligence, intentional misconduct, retaliation, violation of any state or federal statutes or codes, breach of any duty of good faith and fair dealing, death, personal injuries, physical or mental impairment, all incidents and contact with any City of Denton employee (or official or representative), damage to reputation, pain and suffering, grief, bereavement, loss of consortium, loss of companionship, damage to familial relationship, mental anguish, psychic injury, humiliation, and emotional stress, disfigurement, loss of quality of life, loss of earning capacity, loss of benefits, loss of retirement, loss of household services, loss of wages, loss of back wages, loss of seniority, loss of promotional opportunities, loss of profits, loss of money, damage to property, taking of property, attorneys' fees, court costs, pre- and post-judgment interest, and all other causes of action and damages whether known or unknown, past, present, and future, and whether heretofore asserted or not, owned or possessed by Plaintiff against any of said Released Parties growing out of said incidents or this settlement; or any event which occurred prior to the date of this settlement. Plaintiff further assigns all of the rights and remedies released in this paragraph or arising from the Incident to the City of Denton, Texas, jointly and severally.
 - a. Plaintiff represents and warrants that she has not assigned or transferred any right, title or interest to any claims, demands, actions, or causes of action released hereby to any person, firm, or business entity.
 - b. Plaintiff understands and agrees that the amount paid under this agreement is full satisfaction of all injuries and damages arising on account of the above-described events and that he will receive no further sums of money therefrom. It is expressly understood and agreed that Plaintiff has already paid (or will resolve out of the Settlement Payment) all property damages, all medical, doctors', and hospital charges received in the past or to be incurred in the future and all child support and family liens. Plaintiff and her attorneys hereby acknowledge and agree it is their responsibility to ensure the satisfaction of all lien claims, including but not limited to workers compensation, Medicare, Medicaid, hospital, medical provider, and health insurance liens, and child support and family liens from the Settlement

Payment. Plaintiff agrees to not assert or prosecute in any forum any further complaints, claims, or lawsuits therefor against anyone whomsoever in relation to the Incident(s), whether or not herein or otherwise named, described, or identified.

- c. Plaintiff hereby represents and warrants to the Released Parties and to the Court that no promises, representations, or agreements not set out herein have been made to her, that this Agreement is executed without reliance upon any statement or representation of any person or parties released or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefor, that acceptance of the consideration set forth herein is a full accord and satisfaction of a disputed claim for which liability is expressly denied and that this Agreement is made of her own free will and accord after consulting with and acting upon the advice of his attorney.
 - d. Plaintiff understands this Agreement is in compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons or entities hereby released, by each of whom liability is hereby expressly denied.
 - e. Plaintiff understands that this is an unconditional, unqualified release, and also includes all claims, attorneys' fees, or other expenses incurred by or on behalf of the undersigned in connection with the filing and prosecution of the Lawsuit, including taxable court costs.
9. All of Plaintiff's releases in this Agreement are made on behalf of herself, her estate, and her respective past, present, and future affiliates, insureds, agents, principals, servants, legal representatives, employees, predecessors, successors, attorneys, assigns, heirs, insurers, and all persons, firms, or corporations in privity with any of them, even if those persons or entities are not specifically named in this Agreement.

Payment.

10. City of Denton must pay \$2,500— referred to as the “Settlement Payment” - in the form of a check in the amount of \$2,500 to Herbert Law Group, PLLC and Breanna Leann Nix, individually as next friend of E.N. Nix, a minor, and must deliver Settlement Payment to the office of Herbert Law Group, PLLC (“Plaintiffs’ Counsel”), 2600 N. Central Expy, Suite 200 Richardson, TX 75080 - within 30 days of receipt of the original fully executed Agreement to the Office of the City Attorney, 215 E. McKinney, Denton, Texas 76201. To be considered fully executed, the Agreement must be (i) signed and dated by Plaintiff before a notary public, (ii) signed by Plaintiffs’ legal counsel, and (iii) signed by the Released Parties after formal City Council approval. Plaintiffs’ Counsel shall promptly provide Released Parties with notice confirming receipt of the Settlement Payment on behalf of Plaintiff and declaring the exact amount received.

Dismissal with Prejudice.

11. Plaintiff will file a voluntary dismissal or nonsuit, with prejudice, of her lawsuit against the City of Denton, *Breanna Leann Nix, Individually and as Next Friend to E.N., a Minor v. City of Denton*; Cause No. 25-8435-431 (431st Judicial District, Denton County), within seven (7) business days following receipt of payment.

Other Payments, Costs, and Expenses.

12. Except for the Settlement Payment, Released Parties are not obligated to make any other payments and the Parties must bear their own court costs, attorney fees, and any other expenses incurred in the Lawsuit or relating to the Incident.

Warranties.

13. Plaintiff warrants that:
 - a. she has full capacity and authority to execute the Agreement;
 - b. she has not assigned or transferred any rights or claims for damages that she is releasing in this Agreement;
 - c. there are no outstanding or unpaid - in whole or in part - subrogation claims, including without limitation medical subrogation claims that relate in any way to the incidents alleged in the lawsuit; and:
 - i. There are no liens - equitable, common-law, or statutory – that relate in any way to the Incidents alleged in the lawsuit, including without limitation hospital liens, medical, Medicare/Medicaid or other liens, or medical insurance subrogation claims which have attached or could attach to any consideration given in this Agreement, or which could form the basis of any claim or penalty against the Released Parties; or
 - ii. Plaintiff has obtained – and filed with the proper office(s) – a full and final release of any liens – equitable, common-law, or statutory – including without limitation hospital liens, which have attached or could attach to any consideration given in this Agreement, or which could form the basis of any claim or penalty against the Released Parties.
 - iii. Plaintiff represents and warrants that she has not received Medicare benefits for any medical treatment, including treatment for any work injuries, as a result of the Incident; that she does not currently have pending an application for Medicare benefits; that she does not intend to apply for Medicare benefits within the next thirty months; that she understands that if she does apply for Medicare benefits within the next thirty months and submits bills for treatment of any alleged injuries arising from the Incident, that these bills may be denied by Medicare. Plaintiff represents and warrants that the purpose of this Agreement is not to shift responsibility for payment of medical expenses resulting from the alleged injuries to Medicare. Plaintiff understands that the Released Parties have relied upon this information in consideration of the settlement of Plaintiff's claims.

- d. It is expressly warranted that Plaintiff has paid, or out of said sum, will pay or satisfy, any outstanding liens, any liens under the Texas Family Code, child support and family liens, hospital liens, claims, medical insurance subrogation claims, property damage subrogation claims, attorney liens, and subrogation interests of any nature, past, present, and future arising out of or relating to the Incident.
- e. Plaintiff expressly attests and warrants that no member of her family has suffered any psychological injury, mental anguish and/or damage to the familial relationship as a result of the events in question or as a result of Plaintiffs' alleged damages and injuries. **PLAINTIFFS AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FROM THE PAYMENT, AND FOR THE DEFENSE, INCLUDING, EXPENSES AND REASONABLE ATTORNEYS' FEES, OF ANY AND ALL SUCH CLAIMS FOR LOSS OF CONSORTIUM, PSYCHIC INJURY, MENTAL ANGUISH AND/OR DAMAGE TO THE FAMILIAL RELATIONSHIP.**

Indemnity.

- 14. **IN THIS AGREEMENT, "INDEMNIFY" MEANS THE DUTY TO FULLY AND IMMEDIATELY REIMBURSE RELEASED PARTIES FOR THE RELEASED PARTIES':**
 - A. **COSTS OF COURT, ATTORNEY FEES, AND ANY OTHER EXPENSES INCURRED IN ANY TYPE OF LEGAL DEFENSE;**
 - B. **COSTS OF COURT, ATTORNEY FEES, AND ANY OTHER EXPENSES INCURRED IN ENFORCING OR ATTEMPTING TO ENFORCE ANY OF THIS AGREEMENT'S INDEMNITY PROVISIONS;**
 - C. **OBLIGATION, DEBT, PAYMENT, SETTLEMENT, OR JUDGMENT.**
- 15. **PLAINTIFF AGREES TO INDEMNIFY AND HOLD HARMLESS RELEASED PARTIES IN CONNECTION WITH ANY CLAIMS, COUNTERCLAIM, PROCEEDING, DEMAND, LAWSUIT, ACTION, OR CAUSE OF ACTION THAT:**
 - A. **RELATED IN ANY WAY TO THE INCIDENTS ALLEGED IN THIS LAWSUIT AND IS BROUGHT BY OR ON BEHALF OF:**
 - I. **PLAINTIFF, PLAINTIFF'S ESTATE, AND/OR PLAINTIFF'S HEIRS OR ASSIGNS;**
 - II. **ANY PERSON, ORGANIZATION, OR ENTITY ASSERTING OR ATTEMPTING TO ASSERT A LIEN – EQUITABLE, COMMON-LAW, OR STATUTORY – AGAINST THE RELEASED PARTIES; OR**
 - III. **ANY PERSON, ORGANIZATION, OR ENTITY ASSERTING OR ATTEMPTING TO ASSERT A SUBROGATION CLAIM AGAINST THE RELEASED PARTIES;**
 - B. **IS NOT BROUGHT BY OR ON BEHALF OF THE RELEASED PARTIES AND CONTAINS ALLEGATIONS OR STATEMENTS THAT IN ANY WAY CONFLICT WITH ANY OF THE PLAINTIFF'S WARRANTIES IN THIS AGREEMENT;**

- C. IS BROUGHT BY OR ON BEHALF OF THE RELEASED PARTIES TO ENFORCE ANY OF THIS AGREEMENT'S INDEMNITY PROVISIONS;
- D. IS BROUGHT BY OR ON BEHALF OF ANY GOVERNMENT OR TAXING ENTITY ASSERTING A TAX OBLIGATION, INTEREST, PENALTY OR OTHER OBLIGATION ARISING FROM PAYMENT OF THE SETTLEMENT PROCEEDS; OR
- E. IS BROUGHT BY OR ON BEHALF OF ANY GOVERNMENTAL ENTITY SEEKING REIMBURSEMENT OF PAID MONETARY BENEFITS FOR WHICH PLAINTIFF MIGHT BE DETERMINED INELIGIBLE AS A CONSEQUENCE OF EITHER THE INCIDENT OR THIS SETTLEMENT.

Limited Confidentiality.

16. Plaintiff, joined by her attorneys, family, and agents, warrants that the terms of this Agreement shall be kept confidentially by them, except that the matter was resolved without any finding of wrongdoing by the Released Parties. The undersigned agree that said persons shall not talk, discuss, release, publish, or otherwise make known to anyone, including representatives of the press, new media, radio, television, internet, social media, or other persons with the purpose of disclosure of the terms of this agreement, unless required by a court of competent jurisdiction. Plaintiff recognizes that City of Denton, is obligated to comply with the Texas Public Information Act/Texas Open Records Act and/or Open Meetings Act, and may provide information about this Agreement, consistent with those obligations.

Governing Law and Venue.

17. In the case that a dispute should arise regarding the Agreement or any of its provisions, the Parties agree that its terms and provisions are to be construed solely in accordance with the laws of the State of Texas, and that any lawsuit which involves this Agreement (directly or indirectly), or any provision of this Agreement, may only be filed and litigated in a court of competent jurisdiction in Denton County, Texas.

Additional Documents.

18. All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement. This Agreement may be executed in multiple counterparts, with reproduced signature pages attached as necessary to evidence approval. Scanned or photocopied copies of this document shall be regarded as duplicate originals. Full copies of this Agreement and all signature pages shall be delivered to all Parties through their respective legal counsel.

Entire Agreement and Successors in Interest.

19. The Agreement contains the entire agreement and understanding between the Parties, is contractual and not mere recital, and shall be binding upon and inure to the benefit of the Parties. This Agreement renders any inconsistent prior agreements and understandings

between the Parties void. The Parties do not intend any third-party beneficiaries of this Agreement (save and except those described in the definition of Released Parties above) and no person or entity other than Plaintiff shall be capable of demanding performance of any obligation set forth herein from the City of Denton or of claiming any damages therefrom arising from this Agreement.

Advice of Counsel.

20. The Parties have had the assistance and advice of independent legal counsel throughout the negotiations leading to the Agreement, and they have read the Agreement and consulted with their respective counsel regarding the meaning and effect of the Agreement. The Agreement has been jointly drafted and is not meant to be more strictly construed against one Party than another.
21. Plaintiff represents that she has relied upon the advice of her independent legal counsel concerning the legal and income tax consequences of this Agreement and that the terms of this Agreement are fully understood and voluntarily accepted by her.

Effectiveness.

22. This Agreement shall become effective immediately following execution by each of the Parties. All provisions which do not include an express date for performance by a Party are intended to be perpetual. Inaction of a Party regarding any breach of this Agreement shall not be construed as waiver or release of another Party's rights to demand performance or seek damages, regardless as to whether such inaction is deliberate or inadvertent, nor shall any such inaction with respect to an individual event of breach constitute any waiver of an aggrieved Party's right to pursue enforcement or damages with respect to any other event of breach.

Modifications.

23. The Agreement cannot be changed or terminated except by a subsequent agreement in writing that is signed by all the Parties.

Invalid Provisions.

24. If any Party of this Agreement is for any reason found to be invalid, illegal, or unenforceable, all other parts nevertheless remain valid, legal, and enforceable.

Headings.

25. The headings to the provisions of the Agreement are solely for the convenience of reference and are not to be construed as terms of this Agreement.

No Other Representations.


26. Other than the written representations made in this Agreement, there are no other representations related to the Agreement and the Parties do not rely on any other representations in executing this Agreement.

Notice.

28. Released Parties can satisfy any notice or delivery requirement of this Agreement through Plaintiff's Counsel, unless and until Plaintiff provides written notice of a new designee for notice to Plaintiff in a signed and notarized document delivered to all Released Parties. Plaintiff can satisfy any notice requirement arising from this Agreement through legal counsel for the Released Parties or their respective designees. After this Agreement becomes effective, if any of the Parties becomes aware that any claim, dispute, or other proceeding relating to the Incident or this Agreement is being alleged or asserted by any third party against one or more other Parties, they shall use reasonable efforts to provide notice of same to the other Parties as soon as practicable.

PLAINTIFF SIGNATURE:

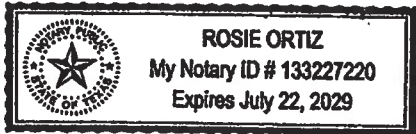
 breanna leann nix Date of Signature: 05 / 21 / 2026
Breanna Leann Nix, Individually

 breanna leann nix Date of Signature: 05 / 21 / 2026
Breanna Leann, Nix, as Next Friend of
E.N., a Minor

BEFORE ME, the undersigned authority, on this day personally appeared Breanna Leann Nix, Individually, and as Next Friend of E.N., a Minor, who is known to me to be the person whose name is subscribed to the foregoing instrument, who is personally known by me or by providing _____ as qualifying identification.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 05 / 21 / 2026 DAY OF _____, 2026.


Notary Public – State of Texas



I, the undersigned attorney for Plaintiffs Breanna Leann Nix, Individually, and as Next Friend of E.N., a Minor,, do hereby certify that Breanna Leann Nix, Individually, and as Next Friend of E.N., a Minor, has stated to me that she has read each and every word of the foregoing instrument and that she understands its contents and effect; and as Plaintiffs' attorney, I approve the settlement entered into. Moreover, I recognize and acknowledge that the negotiated language contained within Paragraph 12 places affirmative obligations upon me as an individual to act in trust in carrying out the obligations in that paragraph.

Griffin T. McMillin,
Attorney for Plaintiffs,
Breanna Leann Nix, Individually, and as
Next Friend of E.N., a Minor

CITY OF DENTON, TEXAS
SIGNATURE:

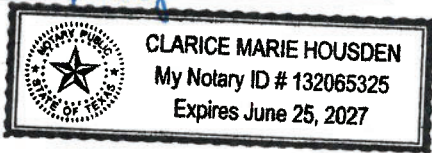
Cassey Ogden

Date of Signature: 5/26/26

CASSEY OGDEN, INTERIM CITY MANAGER
On behalf of the City of Denton, Texas
Per delegated authority

BEFORE ME, the undersigned authority, on this day personally appeared Cassey Ogden, known to me to be the person whose name is subscribed to the foregoing instrument, who is personally known to me or by providing _____ as qualifying identification.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26th DAY OF May, 2026.



Clarice Housden

Notary Public – State of Texas

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: *Devin Q. Alexander*
Devin Q. Alexander

Title Draft CSA.pdf
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Audit trail date format MM / DD / YYYY
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Document history

 SENT	05 / 21 / 2026 13:27:23 UTC	Sent for signature to Breanna Nix (breannanix64@gmail.com) and Maggi Andres (maggi@zdhinjury.com) from hellosign@casepeer.com IP: 35.88.228.81
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 SIGNED	05 / 21 / 2026 17:51:55 UTC	Signed by Maggi Andres (maggi@zdhinjury.com) IP: 108.204.141.241
 COMPLETED	05 / 21 / 2026 17:51:55 UTC	The document has been completed.

