

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT AND RELEASE IMPLEMENTING THE TERMS OF THE SETTLEMENT IN LITIGATION STYLED “ANTONEE BEAN, INDIVIDUALLY AND AS NEXT FRIEND OF R.B., A MINOR v. CITY OF DENTON;” CAUSE NO. 23-11633-442, PENDING IN THE 442<sup>ND</sup> 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 “*Antonee Bean, Individually and as Next Friend of R.B., a Minor v. City of Denton;*” Cause No. 23-11633-442, pending in the 442<sup>nd</sup> 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 [\_\_\_ - \_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

**EXHIBIT "A"**

**Settlement Agreement and Release**

**CAUSE NO. 23-11633-442**

ANTONEE BEAN, INDIVIDUALLY  
AND AS NEXT FRIEND OF R.B., A  
MINOR,

*Plaintiff,*

VS.

CITY OF DENTON,

*Defendant.*

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IN THE DISTRICT COURT

DENTON COUNTY, TEXAS

442<sup>ND</sup> JUDICIAL DISTRICT

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**MEDIATED SETTLEMENT AGREEMENT**

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The parties participated in mediation with Jeff Springer on July 1, 2024. The case settled, subject to approval of the Denton, Texas City Council. Subject to that approval, the parties fully and finally compromise and settle all claims, counterclaims, and other controversies between them under the following terms of this Mediated Settlement Agreement (“this agreement” or “the agreement”).

1. The plural and singular are used interchangeably in this agreement and the specific meaning must be determined by context.
2. Defendant will pay Plaintiff Antonee Bean, individually and as next friend of Reigan Bean, a minor, \$105,000 in settlement of all of Plaintiff Antonee Bean’s claims individually and as next friend of Reigan Bean, based upon the occurrence described in Plaintiff’s pleadings, contingent upon Defendant obtaining authority from the City of Denton City Council.
3. The parties understand that this settlement is subject to and contingent upon approval of the Denton City Attorney’s office and the Denton City Council.
4. The parties’ mutual promises and covenants in this agreement shall also constitute good and valuable consideration for the settlement of all claims between Plaintiff and Defendant.
5. Settlement checks will be sent to Plaintiff’s Counsel within 10 days of approval of the settlement by the City of Denton and Defense Counsel’s receipt of drafting instructions and Internal Revenue W-9 forms from Plaintiffs’ attorney.

6. The parties will file an agreed motion and order of dismissal with prejudice as soon as practicable after the settlement checks fund. Each party will bear its own Court costs.
7. Each signatory warrants and represents that:
  - a. such person has authority to bind the party or parties for whom such person acts;
  - b. the claims, suits, rights, and/or interests which comprise the subject matter of this lawsuit are owned by the party asserting them, have not been assigned, transferred or sold, and are free of any encumbrance except medical subrogation and lien claims;
  - c. no promise or agreement was made which is not expressed in this agreement;
  - d. no party is relying on any statement or representation of any party or agent of a party being released or any other participant in the mediation; and
  - e. the undersigned have relied only on their own judgment and the advice of their own legal counsel, who has read and explained the entire contents of this agreement and its legal consequences in full.
8. Upon payment of the entire settlement amount, Plaintiff does hereby release, discharge, and forever hold Defendant and their respective insurance carriers harmless from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, retroactively to the effective date, arising from or related to the events and transactions which are the subject matter of this cause. This release runs to the benefit of all Defendants, their insurers, attorneys, agents, employees, officers, directors, shareholders, partners, successors in interest, heirs, assigns, and legal representatives.
9. Plaintiff additionally agrees to satisfy all past and future medical expenses related in any way to the incident giving rise to this lawsuit, including any subrogation claims and statutory liens. Plaintiff agrees to indemnify and hold Defendant harmless from any fees, costs and expenses of any kind resulting from claims brought by Plaintiff, Medicare, Medicaid, health care providers, health insurance carriers, or others acting by, through, or in privity with Plaintiff. Plaintiff represents and warrants that if she is eligible for Medicare she has either created a Medicare set-aside trust or made arrangements with Medicare to waive its right to the creation of such a trust.
10. The parties and their counsel agree to cooperate with each other in the drafting and execution of an agreed motion and order of dismissal with prejudice, and any additional documents reasonably required or requested to implement the provisions and spirit of this agreement. Notwithstanding additional documents, the parties confirm that this is a written Mediated Settlement Agreement as contemplated by section 154.071 of the Texas Civil Practice and Remedies Code, and as such, it is the complete, valid and binding contract between the

parties and is intended to be fully enforceable as contemplated by that statute and Texas Rule of Civil Procedure 11.

11. This agreement may be used as evidence only in a motion or other action to enforce its terms. This agreement cannot be offered or admitted into evidence in any other litigation between the parties. The parties agree that the terms of this agreement do not constitute relevant or material evidence of either liability or damages in this case, and it cannot be admitted as evidence in any future case involving the same set of operable facts except to enforce its terms.
12. If one or more disputes arise regarding the construction or performance of this agreement, the parties agree to attempt to resolve those in mediation with Jeff Springer, the mediator who facilitated this settlement. If litigation is brought to construe or enforce this Agreement, the prevailing party is entitled to recover reasonable attorneys’ fees, litigation expenses, and court costs, including the cost of the mediation.
13. This Mediated Settlement Agreement is made and performable in Denton County, Texas. The substantive laws of the State of Texas shall apply to its construction.

This Mediated Settlement Agreement is made and effective July 1, 2024, which is its “effective date” regardless of when signed.

AGREED:

<p>PLAINTIFF:</p> <p><u>Antonee Bean</u> Subject to Approval of MSA by City Council Antonee Bean, Individually</p>	<p>PLAINTIFF’S ATTORNEY:</p> <p><u>Devon DuPuy</u> Subject to Approval of MSA by City Council Devon DuPuy <a href="mailto:devon@witheritelaw.com">devon@witheritelaw.com</a></p>
<p><u>Antonee Bean</u> Subject to Approval of MSA by City Council Antonee Bean, As Next Friend of R.B., A Minor</p> <p>DEFENDANT:</p> <p>DEFENDANT’S ATTORNEY:</p> <p><u>Devin Q. Alexander</u> Devin Alexander <a href="mailto:Devin.alexander@cityofdenton.com">Devin.alexander@cityofdenton.com</a></p>	